

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



FORM APPROVED COUNTY COUNSEL
DATE: 6/24/13
BY: MARSHAL VICTOR

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 20, 2013

SUBJECT: Reimbursement Agreement between the County of Riverside and Golden Era Productions for Roadway Improvements along Gilman Springs Road

RECOMMENDED MOTION: That the Board of Supervisors approve and execute the attached Agreement between the County of Riverside and Golden Era Productions

BACKGROUND: The County Transportation Improvement Program (TIP) provides for safety improvements and pavement rehabilitation to Gilman Springs Road from Soboba Road to east of State Route 79 (Sanderson Avenue/Lamb Canyon Road) in the San Jacinto area of Riverside County.

The existing pavement of Gilman Springs Road is in poor condition and requires rehabilitation.

Juan C. Perez
Director of Transportation and Land Management

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 85,769	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

SOURCE OF FUNDS: Golden Era Productions (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used for this project.	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 Tavaglione, seconded by Supervisor Ashley 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: July 2, 2013
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 5/21/13, Item 3-26 | District: 3/3 | Agenda Number:

3-46

The Honorable Board of Supervisors

RE: Reimbursement Agreement between the County of Riverside and Golden Era Productions
for Roadway Improvements along Gilman Springs Road

June 20, 2013

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The project includes pavement grinding and overlay, median curb, safety enhancements, including centerline rumble strips between Soboba Road and State Route 79, and median delineators and rumble strips across the westbound lanes west of Soboba Road.

This project also includes the installation of 5900 linear feet of curb that was requested by Golden Era Productions. Golden Era Productions will be providing the funding for the installation of the curb along the frontage of the property. The placement of curb will provide a benefit to the County by improving the delineation of the traveled way.

This reimbursement agreement is going to the Board of Supervisors as a companion item with the award of the construction contract for the Gilman Springs Rehabilitation Project.

The construction cost is \$1,695,108, and the contribution from Golden Era Productions for the curb will be \$85,769. The Golden Era contribution includes construction and construction inspection costs.

Work Order No.: C1-0564

COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF CURB IMPROVEMENTS

**On Gilman Springs Road, between
State Route 79 (Sanderson Avenue/Lamb Canyon Road) and
State Street
County of Riverside, San Jacinto Area**

This Agreement is made and entered into this 2nd day of June, 2013, by and between Golden Era Productions (hereinafter, "Golden Era"), and the County of Riverside, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, County, acting as lead agency is administering a public works project to construct road improvements on Gilman Springs Road from State Route 79 (Sanderson Avenue/Lamb Canyon Road) to State Street in the unincorporated area of Riverside County, California (hereinafter "County Project"), and;

WHEREAS, Golden Era owns property along the Project route and requests that the County include the construction of certain minor concrete type "C" curbs along the frontage areas of Golden Era's property, within the public right-of-way, as outlined on the Project documents, the "Golden Era Improvements" (hereinafter "GEI"), in the construction contract for County Project at the expense of Golden Era, and;

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto, is to set forth the financial and other arrangements between County and Golden Era for the construction of the GEI.

NOW THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. PROJECT DESCRIPTION

Construction of the GEI located within County Project area as shown on the project improvement plans, on file with the County and described in Exhibit "A" attached, attached hereto and incorporated by this reference.

2. FINANCIAL PARTICIPATION

The Engineer's Estimate for the construction of the GEI is described in Exhibit "B", attached hereto and incorporated by this reference. It is mutually understood that this estimate includes all costs, including, without limitation, construction survey and construction inspection costs, preparation of plans and specifications for GEI work, and administration of construction.

The County has included a separate bid item for the GEI in the County Project. County will have the selected bidder construct the GEI provided Golden Era approves of the selected bidder and the bid price for the GEI.

In the event that unforeseen circumstances arise during construction, requiring additional work to be performed with respect to the GEI that results in any increase of costs above those shown in Exhibit "B", Golden Era shall cover all costs of such additional work as needed.

The GEI, which Golden Era has requested to be included in County's construction contract as described in Exhibit "B", will be constructed at the sole expense of Golden Era, including design, construction, inspection and contract administration expenses.

Within thirty (30) days of receipt of a written invoice from the County, Golden Era shall deposit an amount equal to \$85,769 ,(Includes 10% contingency of the Engineers Estimate)in accordance with Exhibit "B."

Upon completion of all project work, County shall calculate all final costs incurred by the County for the GEI and shall submit to Golden Era a final statement of costs, which statement shall set forth the total amount of funds paid or deposited by Golden Era, and the total sum remaining due from Golden Era, if any. Any sum remaining unpaid shall be paid by Golden Era within sixty (60) calendar days from the date of submission of final statement by County. Any amounts due to Golden Era shall be paid by County within sixty (60) calendar days from date of the final statement.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

Golden Era shall review and/or cause the review of the detailed construction plans and specifications and cost estimate (as provided by the Engineer Estimate) for that portion of the County Project involving the GEI, which shall be used for the bidding and construction..

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

Upon receipt of the bids and determination of the lowest bid from a responsive, responsible bidder, the County shall notify Golden Era of its financial obligation for the GEI and request Golden Era to provide written authorization to County to award the contract to the selected bidder to

include construction of the GEI. Golden Era shall notify County of its decision no later than five (5) days after Golden Era's receipt of bid selection notification and estimated costs from County. Additionally, Golden Era shall deposit funds in accordance with Section 2 of this agreement (above).

If Golden Era makes a determination not to participate in the County Project, Golden Era shall inform the County in writing within said 5 day period as noted above. The GEI will then not be included in the contract award by County and Golden Era may then pursue such work with its own contractor and/or make other arrangements, but such work shall not delay and/or impact the construction schedule of County.

5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All of the GEI constructed by County's contractor shall be installed in compliance with County's plans and specifications. Golden Era understands and agrees that County's Engineer, who is the County's on-site construction manager, may order additional work, in advance of receipt of written authorization from Golden Era, if the Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either County or Golden Era. Golden Era has deposited a 10% contingency with the County and County is authorized to use such contingency for urgently needed additional work. County's Resident Engineer shall attempt to request verbal approval for work resulting in additional costs greater than ten percent (10%) above the Engineer's Estimate, prior to ordering such urgently needed change(s) or additional work. Golden Era shall exercise best efforts to respond to such request for approval for change(s) or additional work as quickly as reasonably possible. Golden Era shall be responsible for delay claims asserted by the Contractor resulting from Golden Era's failure to respond timely to any request for approval of any Change Order(s) or additional work.

County's Engineer shall notify Golden Era immediately after ordering urgently needed change(s) or additional work resulting in additional costs greater than ten percent (10%) above the Engineer's Estimate.

County shall be responsible to inspect the installation of all of the GEI and the performance of the involved work by County's Contractor for compliance with the approved construction plans and specifications.

All inspection costs incurred by County for GEI are included in the overall cost estimate for the GEI and will be borne solely by Golden Era in accordance with Section 2 above, Exhibit "B" and the provisions of this Agreement.

6. INDEMNIFICATION

Golden Era shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Golden Era, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Golden Era shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Golden Era, Golden Era shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Golden Era's indemnification of County. Golden Era's obligations hereunder shall be satisfied when Golden Era has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Golden Era's obligations to indemnify and hold harmless the County.

7. COUNTY TO PROVIDE INSURANCE

Should the County construct the GEI, for the period during which County or its contractor(s) controls the job site, County will provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering Golden Era's officers, employees and agents as additional insured.

8. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

9. NOTICES

Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1st Class postage prepaid and addressed as follows:

COUNTY OF RIVERSIDE
Transportation Department
P.O. Box 1090
Riverside, CA 92502
Attn: Juan C. Perez, Director

GOLDEN ERA PRODUCTIONS
Attn: Catherine Fraser
19625 Gilman Springs Road
Gilman Hot Springs, CA 92583

Notice shall be deemed given 3 days after deposit is in the mail.

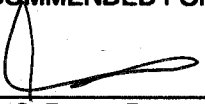
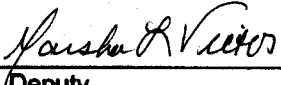
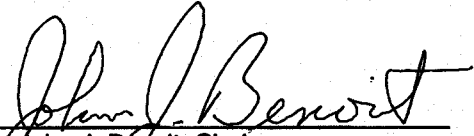
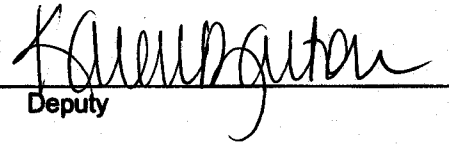
10. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by the County and Golden Era and by execution by their respective authorized representatives.

11. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single agreement. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.

<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Juan C. Perez, Director Transportation Land Management</p> <p>Dated: <u>6/21/13</u></p> <p>APPROVED AS TO FORM:</p> <p>Pamela J. Walls County Counsel</p> <p>By:  <u>6/24/13</u> _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By:  _____ John J. Benoit, Chairman Riverside County Board of Supervisors</p> <p>Dated: <u>JUL 02 2013</u></p> <p>ATTEST:</p> <p>KECIA HARPER-IHEM Clerk of the Board</p> <p>By:  _____ Deputy</p>
	<p>GOLDEN ERA PRODUCTIONS</p> <p>Dated: _____</p> <p>By: _____</p>

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.

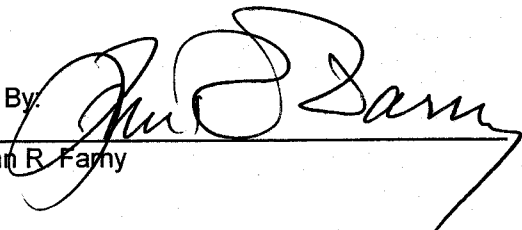
COUNTY APPROVALS RECOMMENDED FOR APPROVAL: _____ Juan C. Perez, Director Transportation Land Management Dated: _____ APPROVED AS TO FORM: Pamela J. Walls County Counsel By: _____ Deputy	COUNTY OF RIVERSIDE By: _____ John J. Benoit, Chairman Riverside County Board of Supervisors Dated: _____ ATTEST: KECIA HARPER-IHEM Clerk of the Board By: _____ Deputy
	CHURCH OF SCIENTOLOGY INTERNATIONAL dba GOLDEN ERA PRODUCTIONS Dated: <u>6/27/13</u> By:  _____ Lynn R. Farny

EXHIBIT "A"

**Gilman Springs Road Pavement Rehabilitation Project, between
State Route 79 (Sanderson Avenue/Lamb Canyon Road) and
State Street
County of Riverside, San Jacinto Area**

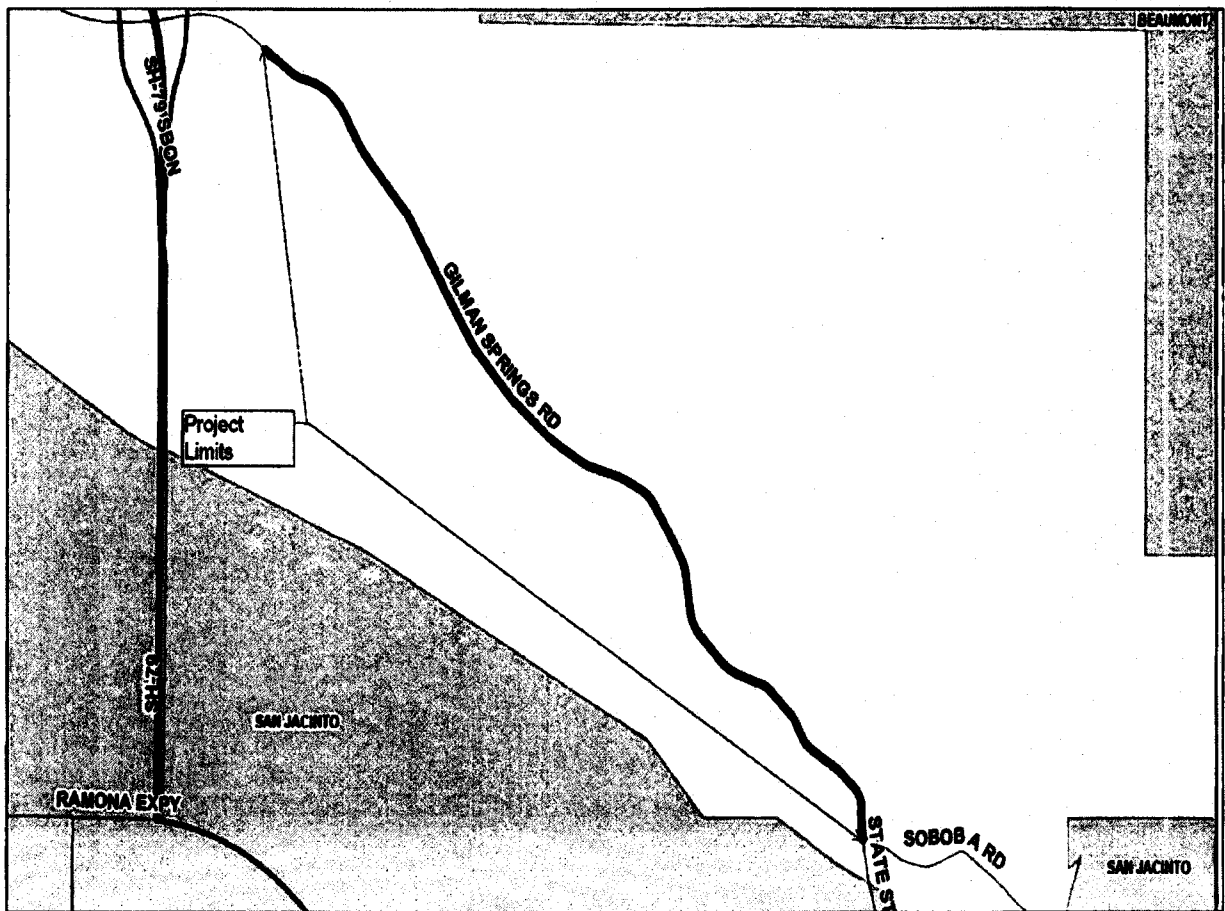


EXHIBIT "B"
Construction of Curb Improvements
on Gilman Springs Road, between
State Route 79 (Sanderson Avenue/Lamb Canyon Road) and
State Street
County of Riverside, San Jacinto Area

<u>Improvement</u>	<u>Estimated Cost</u>
Construct Type "C" Curb	\$ 67,802
Construction Contingencies (10%)	<u>\$ 6,780</u>
Subtotal	\$ 74,582
 <u>Construction Inspection & Survey</u>	
Construction Inspection (fixed) (10%)	\$ 7,458
Construction Survey (fixed) (5%)	\$ 3,729
 Total Estimated Cost:	 \$ 85,769