

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



ITEM: 3.44
(ID # 17919)

MEETING DATE:

Tuesday, January 11, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Service Agreement by and between the County of Riverside and City of Murrieta for the Max Gilliss Boulevard Roadway Improvements, District 3. [\$86,580 Total Cost - City of Murrieta Funds 100%] (Companion Item to MT No. 17905)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and City of Murrieta for the Max Gilliss Boulevard Roadway Improvements in the amount of \$86,580 for FY 21/22, and authorize the Chair of the Board to execute the same.

ACTION:Policy


Mark Lancaster, Director of Transportation 12/14/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 11, 2022
xc: Trans.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

(Companion Item 3.43)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 86,580	\$ 0	\$ 86,580	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City of Murrieta. There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Improvement Program (TIP) provides for the resurfacing of Max Gilliss Boulevard between Leon Road and Winchester Road (State Route 79) located in the Community of French Valley. The City of Murrieta has requested that the County include a portion of the roadway within the City's jurisdiction. The City's jurisdiction is along the south side of the road between a point approximately 700-feet west of Winchester Road and Winchester Road.

The Max Gilliss Boulevard Resurfacing Project between Leon Road and Winchester Road proposes to cold plane the existing pavement and place new Hot Mix Asphalt. Incidental work will include replacing signage, and striping, and other work as needed.

The County of Riverside and the City of Murrieta have designated the County as the lead agency for the project. The Service Agreement establishes the roles and responsibilities of each agency for the construction of the project and obligates the City of Murrieta to fund 100% of the project within the jurisdictional boundaries of the City.

The City will make an initial \$86,580 deposit. The deposit includes a 10% contingency for the City's portion of the work. Upon project completion, a final accounting will be performed, and any remaining balances will be refunded to the City. The County is providing services and has no obligation to fund any portion of the project within the City's jurisdiction.

The Service Agreement was approved by the Murrieta City Council on December 7th, 2021.

County Council has approved the Agreement as to legal form.

Project No D1-0054 Max Gilliss and Leon Road Resurfacing

Impact on Residents and Businesses

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

The resurfacing project will provide the public with a smooth paved roadway that will improve the safety and efficiency of the roadway.

The work is scheduled to begin in early 2022. The work will be phased to keep the road open during construction as much as possible and will take approximately three months to complete.

Additional Fiscal Information

The City of Murrieta will be responsible for funding 100% of the Max Gilliss Boulevard Resurfacing Project costs within the city jurisdiction. No General Funds will be used on this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Service Agreement

Vicinity Map



Jason Farin, Principal Management Analyst

1/4/2022



Gregory V. Priamos, Director County Counsel

12/16/2021

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF MURRIETA

FOR

MAX GILLISS BOULEVARD ROADWAY IMPROVEMENTS

This Service Agreement for the Max Gilliss Boulevard Roadway Improvements ("Agreement") is entered into this 11TH day of January, 2022, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and the City of Murrieta, a municipal corporation, (hereinafter "CITY") for the Roadway Improvements on Max Gilliss Boulevard, located within the jurisdictional boundaries of the COUNTY and CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

- A. Whereas, the COUNTY currently has a Roadway Improvement Project on Max Gilliss Boulevard from Leon Road to Winchester Road (State Route 79), which excludes work outside of the COUNTY's jurisdiction ("COUNTY PROJECT"); and
- B. Whereas, the COUNTY and CITY have mutually agreed that Max Gilliss Boulevard, a 76-foot to 98-foot variable width four lane facility with a painted median between Leon Road and Winchester Road is in need of roadway improvements; and
- C. Whereas, Max Gilliss Boulevard along the south side of the road between a point approximately 700-feet west of Winchester Road and Winchester Road is within CITY limits and excluded from COUNTY PROJECT as shown on "Exhibit A" (Vicinity / Project Map). All improvements being proposed within CITY limits shall be referred to as "CITY PROJECT"; and
- D. Whereas, the improvements on Max Gilliss Boulevard include resurfacing of the roadway consisting of cold planing the existing pavement and overlaying with Hot Mix Asphalt. Incidental work will include and not be limited to replacement of signage, and striping the roadway; and

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- E. Whereas, the COUNTY and CITY desire to have one PARTY be the lead agency in the implementation of the roadway improvements, coordinating the improvements within the two jurisdictions, and reducing the overall costs of the project; and
 - F. Whereas, the COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT; and
 - G. Whereas, the PARTIES desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed by the COUNTY; and
 - H. Whereas, each of the above stated recitals are hereby incorporated into this Agreement and each is to be treated as a material part of the Agreement.

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

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AGREEMENT

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SECTION 1 • COUNTY OBLIGATIONS:

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1. The COUNTY agrees to act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit B" and has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECT.
 2. The COUNTY will prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements 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 PS&E documents.
 3. The COUNTY will identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY 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 plans and specifications, and

1 conflicting utilities shall be denoted. The COUNTY shall require the utility owner and/or its contractors
2 performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the
3 performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to
4 establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that
5 any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by
6 the CITY.

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- 8 4. The COUNTY will make written application(s) to CITY for an encroachment permit authorizing entry into
9 CITY's right of way for the purposes of constructing CITY PROJECT. The CITY shall not unreasonably
10 deny, delay, or condition this application.
- 11 5. The COUNTY will serve as the "Lead Agency" under the California Environmental Quality Act (CEQA) in
12 ensuring that all requirements of CEQA have been met for the CITY PROJECT.
- 13 6. The COUNTY will advertise, award and administer a public works contract for the construction of the CITY
14 PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders,
15 governmental requirements, laws or regulations, including but not limited to the local agency public
16 construction codes, California Labor Code, and California Public Contract Code.
- 17 7. The COUNTY will provide a representative to perform the function of Resident Engineer during construction
18 of the CITY PROJECT.
- 19 8. The COUNTY will furnish a qualified support staff to assist the COUNTY's Resident Engineer in, but not
20 limited to, construction surveys, soils and compaction tests, measurement and computation of quantities,
21 testing of construction materials, checking submittals, preparation of estimates and reports, preparation of
22 as-built drawings, and other inspection and staff services necessary to assure that the construction is
23 performed in accordance with the PS&E documents.
- 24 9. The COUNTY will construct the CITY PROJECT in accordance with CITY approved PS&E documents.
- 25 10. The COUNTY will submit any contract change order that causes the construction contract to exceed 10%
26 of the contract bid amount for CITY PROJECT improvements that are located within the jurisdictional
27 boundaries of the CITY to CITY for review and approval prior to final authorization by COUNTY.
- 28 11. The COUNTY agrees to furnish to the CITY one complete set of full-sized film positive reproducible as-built

1 plans and all contract records, including survey documents, within three hundred and sixty-five (365) days
2 following the completion and acceptance of the construction contract. Electronic copies of completed plans
3 will be made available if CITY desires. If electronic copies are provided, they will be provided on CD-R
4 media.

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12. The COUNTY will furnish to the CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the construction contract. If final costs associated with the CITY PROJECT are in excess of the Deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

12 **SECTION 2 • CITY OBLIGATIONS:**

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1. The CITY agrees to fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which reasonably result in an increase of any estimated costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs that are reasonably related to the CITY PROJECT.
 2. The CITY agrees to deposit with COUNTY, within thirty (30) days of executing this Agreement, eighty-six thousand five hundred eighty dollars (\$86,580) (the "Deposit"), as provided in "Exhibit B."
 3. The CITY will approve and issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and construction of the CITY PROJECT.
 4. The CITY will provide a CITY representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT and to verify that the CITY PROJECT is being constructed per the CITY approved Plans and Specifications.
 5. The CITY will provide at no cost to the COUNTY, oversight of the CITY PROJECT, and provide prompt reviews and approvals, as appropriate, of submittals provided by COUNTY, and to cooperate in timely processing of the CITY PROJECT.

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6. The CITY shall pay within forty-five (45) days of receipt, the non-contested invoice for final reconciled costs in excess of the Deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.

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SECTION 3 • MUTUAL AGREEMENT:

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1. The PARTIES agree that the total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including a ten percent (10%) contingency, is estimated to be, eighty-six thousand five hundred eighty dollars (**\$86,580**) as detailed in "Exhibit B".
 2. The COUNTY will not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's Deposit as required in Section 2.
 3. In the case where the COUNTY receives a valid Change Order Proposal from its contractors for the CITY PROJECT and such change order can be covered by the ten percent (10%) Construction Contingency (as described in "Exhibit B"), the COUNTY may approve such Change Order for the CITY PROJECT so long as the Change Order is consistent with the terms and conditions set forth in the agreement between the COUNTY and its contractors.
 4. Should the COUNTY receive a Change Order Proposal from its contractors that is in excess of the ten percent (10%) Construction Contingency (as described in "Exhibit B"), the PARTIES will develop alternative methods or means to reduce such costs or proceed with the CITY PROJECT in an alternative manner. Should the PARTIES fail to find an alternative course of action after fifteen (15) calendar days from the date of receiving said Change Order Proposal, this Agreement shall be deemed terminated by mutual consent, with CITY paying for all costs incurred through the termination date as set forth in this Agreement and the COUNTY shall reimburse CITY within forty five (45) days of termination for any portion of the Deposit not spent on the CITY PROJECT.
 5. The COUNTY shall make available to the CITY all construction documents, change orders, drawings or other documents related to the CITY PROJECT upon the request of the CITY. The CITY at its sole discretion and cost shall have the right to audit all costs associated with the CITY PROJECT.
 6. Construction of the CITY PROJECT by the COUNTY shall not be commenced until an Encroachment

1 Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.

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- 3 7. The COUNTY shall cause all COUNTY's contractors to maintain in full force, until completion and
- 4 acceptance of the construction contract, a policy of Commercial Liability Insurance, including coverage of
- 5 Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit
- 6 coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
- 7 Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as
- 8 additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation
- 9 Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional
- 10 Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
- 11 8. Ownership and title to all construction materials, equipment incorporated, and appurtenances installed will
- 12 be determined based on where the improvements are located and the PARTY who has jurisdiction over
- 13 those locations will receive all ownership rights to those improvements. No further agreement will be
- 14 necessary to transfer ownership.
- 15 9. The CITY shall be named to all contractor or manufacture warranties and guarantees for equipment and
- 16 improvements constructed or installed within the CITY's jurisdiction.
- 17 10. Upon acceptance of the Project, the CITY shall be responsible for ongoing maintenance of the
- 18 improvements constructed or installed for the CITY PROJECT.
- 19 11. The PARTIES shall not amend or change the terms of this Agreement unless said change is memorialized
- 20 in writing and signed by the PARTIES.
- 21 12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
- 22 occurring by reason of any act or omission of CITY under or in connection with any work, authority or
- 23 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code
- 24 Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury
- 25 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under
- 26 or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 27 13. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring
- 28 by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction

1 delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code
2 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury
3 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY
4 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
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6 14. In the event that CITY materially defaults in the performance of any of its obligations under this Agreement,
7 or materially breaches any of the provisions of this Agreement, and said default or breach remains uncured
8 for a period of thirty (30) days following written notice of such default or breach by the COUNTY to the
9 CITY, the COUNTY shall have the option to terminate this Agreement upon written notice to the CITY.

10 15. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
11 unenforceable, the remaining terms shall be severable and will continue in full force and effect without
12 regard to the voided or unenforceable terms.

13 16. The PARTIES shall not assign this Agreement without the written consent of the other PARTY.

14 17. This Agreement is to be construed in accordance with the laws of the State of California.

15 18. Any legal action brought by either PARTY for the purpose of enforcing a right or rights provided by this
16 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California,
17 and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings
18 to any other county.

19 19. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance
20 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by
21 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall
22 not be construed against the PARTY that prepared it in its final form.

23 20. Any waiver by either the COUNTY or CITY of any material breach by the other PARTY shall not be
24 construed to be a waiver of any subsequent material breach. Failure on the part of COUNTY or CITY to
25 require from the other PARTY exact, full and complete compliance with any of the provisions of this
26 Agreement shall not be construed as changing the terms hereof, or stopping COUNTY or CITY from
27 enforcing this Agreement.

28 21. This Agreement, its Recitals, and Exhibits contain the complete understanding of the PARTIES and any

1 prior oral or written statements or agreements, including contemporaneous oral or written statements or
2 agreements not expressly set forth in this Agreement, are null and void.
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4 22. Nothing in the provisions of this Agreement is intended to provide any rights to any third party including any
5 contractor employed by the PARTIES.

6 23. Both the CITY and COUNTY shall retain all records, construction documents, notes, contractor emails or
7 correspondence, or other documents relating to CITY PROJECT for a period of three (3) years. As-built
8 drawings shall be permanently maintained. Pre-construction records, construction records and
9 documentation through the Notice of Completion shall be preserved for the three-year period. The three-
10 year end date is measured from the issuance of the notice of completion. At the conclusion of the three-
11 year period, all such documents and records shall be managed in accordance with the CITY's and/or the
12 COUNTY's records management policies.

13 24. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original
14 and all of which together shall constitute but one and the same instrument. It shall not be necessary that
15 any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is
16 executed by each PARTY. Each PARTY to this Agreement agrees to the use of electronic signatures, such
17 as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act
18 ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further
19 agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate
20 this writing and to have the same force and effect as manual signatures. Electronic signature means an
21 electronic sound, symbol, or process attached to or logically associated with an electronic record and
22 executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as
23 amended from time to time. The CUETA authorizes use of an electronic signature for transactions and
24 contracts among parties in California, including a government agency. Digital signature means an electronic
25 identifier, created by computer, intended by the PARTY using it to have the same force and effect as the
26 use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this
27 section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2
28 of the Civil Code.

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25. All notices, demands, notice of change orders, change orders, invoices, and other communications required shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

COUNTY:

Riverside County Transportation Department

Attn: Mark Lancaster

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

CITY:

City of Murrieta

Attn: Jeff Hitch

Principal Civil Engineer

1 Town Square

Murrieta, CA 92562

Phone: (951) 461-6076

[Signature Page Follows]

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By *DP Miller* Dated: 12/16/21

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Jeff Hewitt Dated: 01.11.2022
JEFF HEWITT

Chair, Riverside County Board of Supervisors

ATTEST:

Keicia R Harper Dated: 01.11.2022

KECIA R HARPER

Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME

Mayor

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

CITY Attorney

ATTEST:

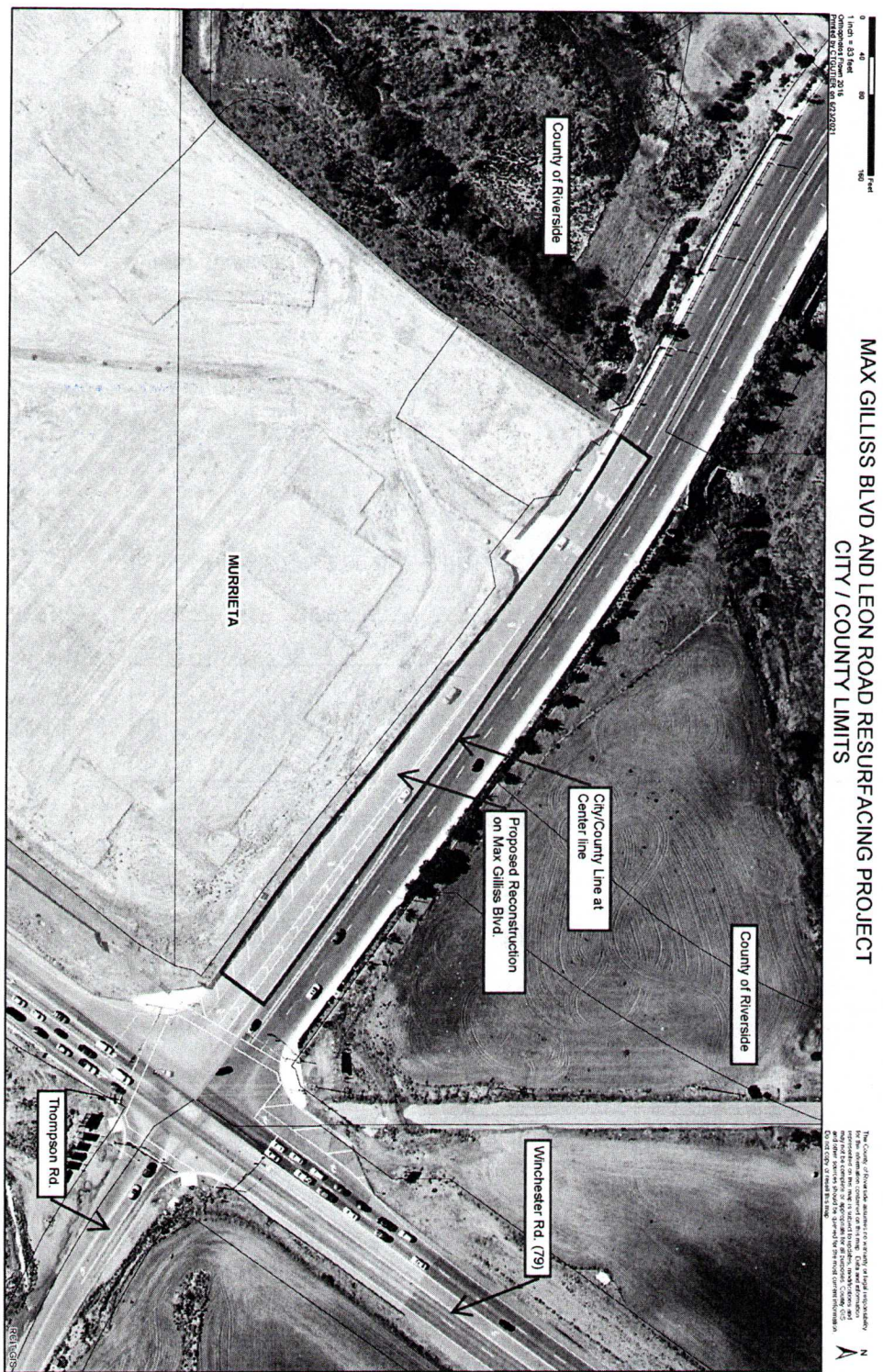
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PRINTED NAME

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Max Gilliss Boulevard Roadway Improvements

EXHIBIT A - VICINITY / PROJECT MAP



Max Gilliss Boulevard

EXHIBIT B –ESTIMATED CITY PROJECT COSTS

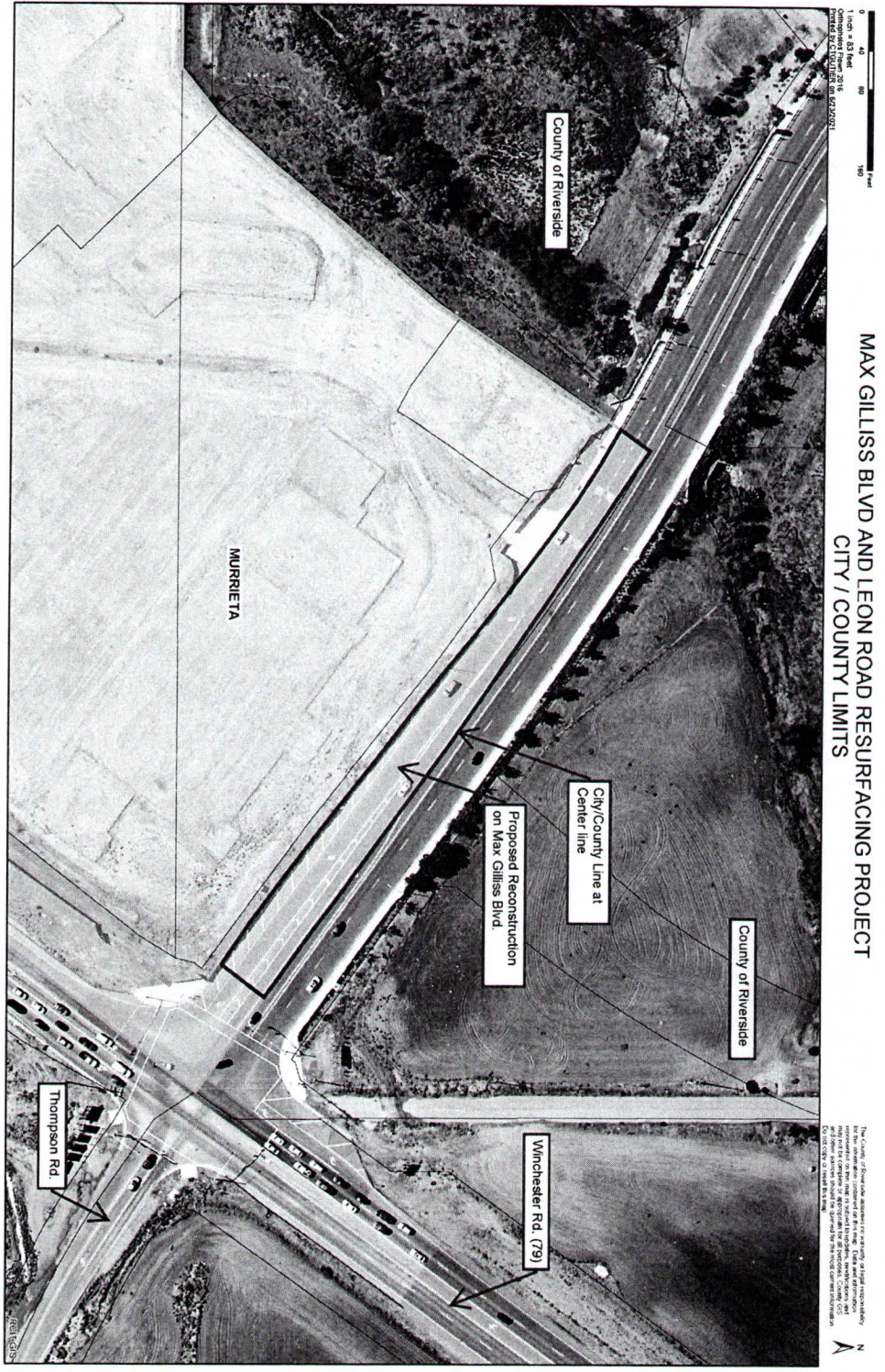
TASK	TOTAL CITY COSTS
Construction Cost Estimate	\$69,264
Construction Contingency (10%)	\$6,926
Construction Engineering & Inspection (15%)	\$10,390
TOTAL PROJECT COST	\$86,580

Initial Deposit: \$86,580 due within thirty (30) days of executing this Agreement.

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Max Gilliss Boulevard Roadway Improvements

EXHIBIT A - VICINITY / PROJECT MAP



Max Gilliss Boulevard