File #: 22-0027

REQUEST FOR CITY COUNCIL ACTION

DATE: 01/05/2022

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:
Fourth Amendment to the Professional Services Agreement with Jacobs Engineering Group, Inc. for the Cajalco Road/I-15 Interchange Improvements, Project No. 56-1203.

EXECUTIVE SUMMARY:
City Council consideration for the approval of a Fourth Amendment to the Professional Services Agreement with Jacobs Engineering Group, Inc. (Jacobs) to provide Right-of-Way closeout for the Cajalco Road/I-15 Interchange Improvements, Project No. 56-1203 (Project) that will increase the overall approved contract value from $5,261,270 to $5,426,433 for a total increase of $165,163.

RECOMMENDED ACTION:
That the City Council:

a. Approve the Fourth Amendment to the Professional Services Agreement with Jacobs Engineering Group, Inc. to increase the total compensation by $165,163 to provide Right-of-Way Closeout Services for Cajalco/I-15 Interchange Improvements, Project No. 56-1203.

b. Authorize the City Manager, or his designee, to execute the Fourth Amendment to the Professional Services Agreement with Jacobs Engineering Group, Inc. for a total contract amount of $5,426,433.

c. Authorize the Purchasing Manager to issue a Contract Change Order to Jacobs Engineering Group, Inc.'s purchase order P11879 in the amount of $165,163.

BACKGROUND & HISTORY:
New Home Company, the developer of the Bedford Community, also known as Arantine Hills (Developer), as part of its work to improve the Cajalco Road/I-15 Interchange is conditioned to pay

all the construction and construction support costs of the Project. According to the Development Agreement between the City and Developer approved by the City Council on May 19, 2016, Section 1.1.33 "Total Cost," the Developer is required to pay the project closeout activities. The Developer provided an initial deposit to cover the anticipated costs to be incurred during the initial phase upon award of the contracts. The Developer made subsequent payments over the duration of the project to cover all anticipated costs each month. The Developer has provided funds in conformance to the Development Agreement to cover specific expenditures incurred to date.

At the Project Development Team (PDT) meeting No. 31, held on May 12, 2016, it was discussed and agreed by all parties that titles for all parcels would be initially recorded in the City's name. This required the Right-of-Way to be recorded twice; the first recording occurred after the City completed the acquisition of all parcels to be dedicated to the City. The parcels identified for State ownership will be transferred to the State in a second recording after setting the required survey monumentation to complete the closeout phase of the project.

ANALYSIS:

Construction of the Cajalco Road/I-15 Interchange improvements has been completed. The project closeout phase is in progress and requires the City to deed to the State of California select parcels acquired for the project within the Interstate 15 Right-of-Way. This effort will require revisions to Right-of-Way appraisal maps and parcel bubbles to show the correct ownership of the acquired parcels. The City will request new parcel numbers from Caltrans for all parcels being transferred to the State. The new parcel numbers will be placed on the deeds, legal descriptions, and appraisal maps. The ownership block of the appraisal map will be revised to indicate the grantor is the City of Corona.

At the Project Development Team (PDT) meeting No. 31 held on May 12, 2016 all parties agreed to defer Right-of-Way closeout and transfer of property to the State until after completion of construction. The City has conducted negotiations with Jacobs to identify what Staff believes is an appropriate scope of services that provides ROW Closeout Services per Caltrans requirements. City Staff has reviewed the proposed scope of services and believes it is appropriate given the complexity of the Right-of-Way and additional Caltrans requirements. However, City staff with Caltrans approval did not include the ROW closeout until after completion of construction. This was discussed at the aforementioned PDT meeting No. 31, which discussed the transfer of property to the State after completion of construction.

As part of its scope of work, Jacobs will set up 22 additional survey monuments requested by Caltrans at all angle points and the beginning and ending of curves along the State Right-of-Way (ROW). This additional task from Caltrans will require Jacobs to prepare Record of Survey maps, including the new monument/property ties set along the ROW lines. When completed, the maps will be submitted to the County of Riverside Surveyors Office and Caltrans for review prior to final recordation.

The City's consultant will prepare deed jackets for up to nine (9) parcels for the conveyance of the property from the City to the State. Caltrans ROW engineers, Caltrans attorneys, and City attorneys will review the deed processing and jacket contents. The Special Certification No. 3 with a Work-

Around (3W) was prepared and must be updated to capture progress pertaining to the workaround parcels. This will require coordination with Crown Castle and AT&T to verify the completion of the relocation work.

City staff recommends approval of the Fourth Amendment to the Professional Services Agreement with Jacobs per the Additional Services Request attached to this report. Jacobs was selected for the work through the competitive Request for Proposal (RFP) process RFP 12.2020 JB. This will complete the final property closeout requirements from Caltrans apart from the 3-year plant establishment period which will end on April 30, 2023.

FINANCIAL IMPACT:
Under the terms of the Agreement Recorded on July 21, 2016, Section 1.1.33 "Total Cost" Developer is required to pay all construction and project closeout activities without limitation. The following table provides the available funds in the Arantine Hills Agreement:

	DESCRIPTION	**AMOUNT**
Total Deposit Received		$64,102,059
	Relocation Agreements	<$1,631,032>
	Prior Expenditures Report	<$61,556,514>
	Drawn From Deposit Balance	<$448,059>
	Deposit Balance	**$466,454**

ENVIRONMENTAL ANALYSIS:
This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely amends an existing agreement to set the required survey monumentation, file all Records of Survey, and transfer of property to the State. Since there is no possibility that adopting this action will have a significant effect on the environment, no environmental analysis is required.

PREPARED BY: PETER RAMEY, PROJECT MANAGER

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

Attachments:
1. Exhibit 1 - Jacobs Contract
2. Exhibit 2 - Jacobs Change Order
3. Exhibit 3 - Additional Work Request
4. Exhibit 4 - Developer Agreement Section 1
5. Exhibit 5 - Fourth Amendment to the Professional Services Agreement