



Agenda Report

File #: 18-2174

**AGENDA REPORT
REQUEST FOR CITY COUNCIL AND
CORONA UTILITY AUTHORITY ACTION**

DATE: 10/17/2018

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Public Works Department
Department of Water and Power

SUBJECT:

City Council consideration to approve and authorize the City Manager to execute a Reimbursement Agreement between the City of Corona and the County of Riverside pertaining to the relocation of utilities to accommodate the construction of the Temescal Canyon Road Widening Project, Temescal Valley, Utilities Relocation; and appropriate \$505,070.12 within the Water Utility Fund to create a new Capital Improvement Project titled "Temescal Canyon Road Widening Project, Temescal Valley, Utilities Relocation."

RECOMMENDED ACTION:

That the:

1. City Council approve and authorize the City Manager, or his designee, to execute a Reimbursement Agreement between the City of Corona and the County of Riverside, in the amount of \$419,070.12, for the City to pay costs incurred by the County to relocate utilities (facilities) within County right-of-way along Temescal Canyon Road in Temescal Valley for which the City does not have prior property right, title, or interest.
2. City Council authorize an appropriation of \$505,070.12 within the Water Utility Fund (Fund 570) to create a new Capital Improvement Project titled "Temescal Canyon Road Widening Project, Temescal Valley, Utilities Relocation."
3. Corona Utility Authority (CUA), review, ratify, and to the extent necessary, direct that the City Council take the above actions.

ANALYSIS:

The County of Riverside Transportation Department has designed, bid, and prepared to award a construction contract to widen two segments of Temescal Canyon Road from two to four travel lanes between Dawson Canyon Road and Dos Lagos Drive in the community of Temescal Valley. The two segments to be widened are located from Dawson Canyon Road to a location 0.7 miles north of Dawson Canyon Road and from Dos Lagos Drive to Leroy Road, as shown on Exhibit "A."

The proposed roadway improvements include the construction of one (1) additional lane in each direction and an 8-foot bike lane in each direction, along with a continuous center-turn pocket. Traffic signals will be modified at Dawson Canyon Road and Dos Lagos Drive. Additional improvements include construction of a retaining wall, drainage improvements, utility relocations, sidewalk, curb and gutter, Americans with Disabilities Act (ADA) compliant curb ramps, roadside signs, pavement markings, and reconstruction of driveways.

The proposed storm drains to be constructed for the road widening project require the vertical relocation of the City's existing welded steel Glen Ivy waterline at two locations. The Glen Ivy waterline was constructed in the period 1977-79 within the established County right-of-way for Temescal Canyon Road. The County has vested prior property right, title, or interest to accommodate the construction of the Temescal Canyon Road Widening Project, Temescal Valley. The City is required to relocate the Glen Ivy waterline upon request by the County.

The City has requested the County to include the waterline relocation work in the County's roadway and utilities improvement plans to enable the utility's relocation work to be scheduled and performed with the roadway work, thus avoiding potential costs associated with construction delays if the utility relocation work was bid as a separate project.

Proposed City utilities relocation work includes construction of a new 18-inch ductile iron pipe in a lower vertical profile along the existing 18-inch steel waterline horizontal alignment, and installation of new valves, fittings and appurtenances at the locations shown in Exhibit "A."

The County has completed the Temescal Canyon Road Widening Project, Temescal Valley design, advertised the project for bidding, and opened bids on September 5, 2018. The County intends to award the construction contract at the County Supervisors meeting on November 6, 2018, and begin construction in late 2018.

The Reimbursement Agreement stipulates the responsibilities of the City and the County for utilities relocation as required for construction of the Temescal Canyon Road Widening Project, Temescal Valley.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The estimated construction costs for this project are outlined as follows:

County of Riverside Reimbursement Agreement	\$419,070.12
Construction Inspection Services	\$ 30,000.00
Project Management	\$ 15,000.00
Contingency	\$ 41,000.00
Total Estimated Construction Costs	\$505,070.12

The recommended action will result in an appropriation of \$505,070.12 from the available working capital in the Water Utility Fund (Fund 570) to fund a newly created Capital Improvement Project titled "Temescal Canyon Road Widening Project, Temescal Valley, Utilities Relocation."

Fund	07/01/18 Est. Working Capital	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Working Capital Impacts	06/30/19 Est. Working Capital
Water Utility Fund 570 [Note 1]	\$8,250,694	\$54,053,213	(\$60,354,406)	(\$505,070) Appropriation	\$1,444,431

Note 1: Information includes other proposed items impacting Fund 570 on the 10/17/18 agenda.

ENVIRONMENTAL ANALYSIS:

As the lead agency under the California Environmental Quality Act (CEQA), the County of Riverside prepared Initial Studies/Mitigated Negative Declarations (IS/MND) for the Dawson Canyon Segment and the Dos Lagos Segment of the Project in order to analyze the Projects' impacts to the environment. Based on the findings of the Projects' Initial Studies, the Projects will not have a significant effect on the environment. On November 14, 2017, by agenda Item 3.24, the Riverside County Board of Supervisors adopted the IS/MNDs. Notices of Determination were filed with the Riverside County Clerk's Office on November 14, 2017, (E-201701466 & E-201701467) and the posting was terminated on December 20, 2017.

Since the Adoption of the MNDs in 2017, there have been no changes in the Projects nor their circumstances. Thus, no further environmental documentation is required for the approval of the Funding Agreement pursuant to CEQA Guideline Section 15162.

PREPARED BY: VERNON R. WEISMAN, P.E., DISTRICT ENGINEER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

File #: 18-2174

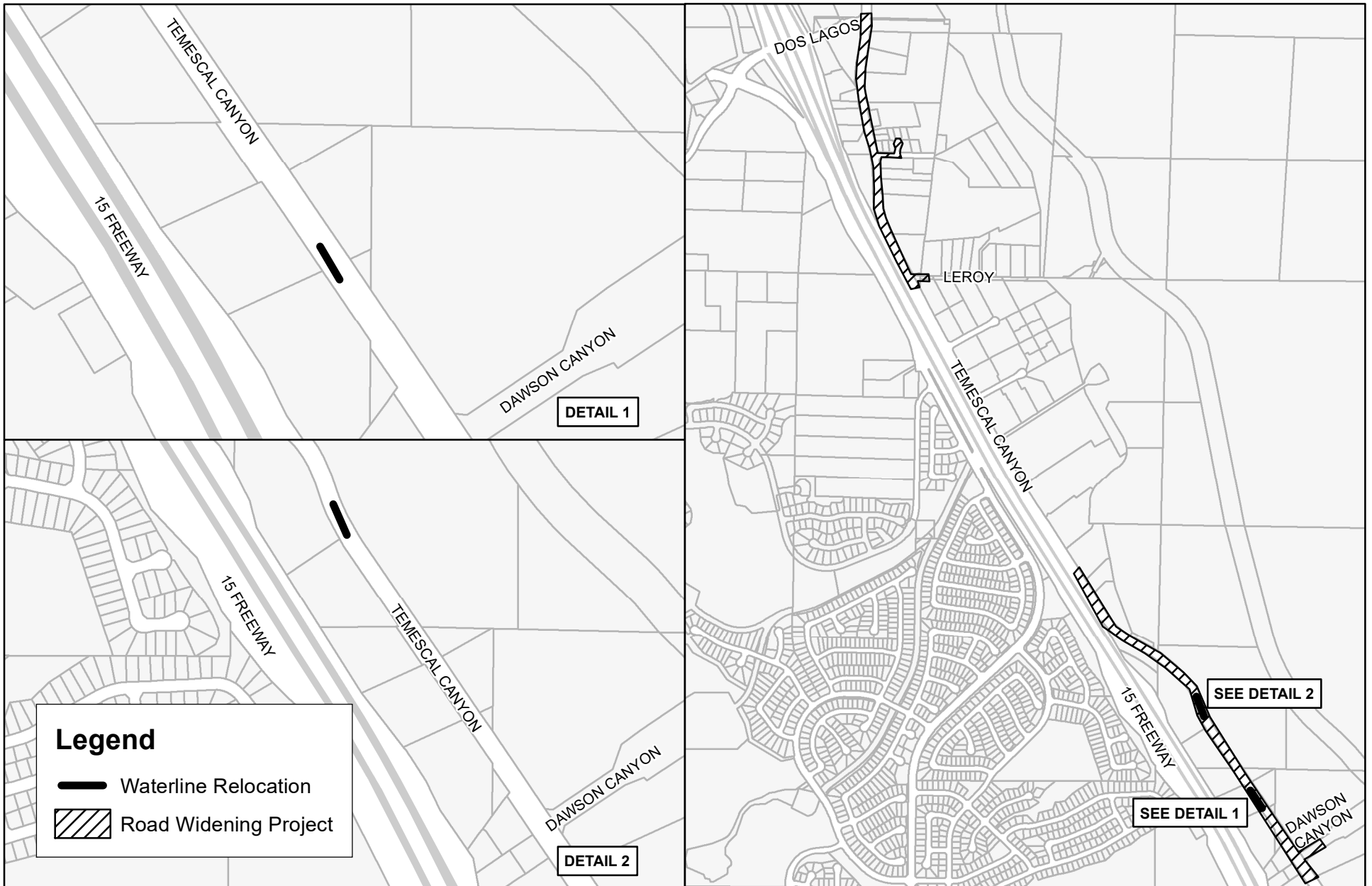
REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE
SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: DARRELL TALBERT, CITY MANAGER & EXECUTIVE DIRECTOR

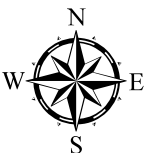
Exhibit: "A" - Vicinity and Location Map

Attachment: Reimbursement Agreement



City of Corona

EXHIBIT A - TEMESCAL CANYON ROAD WIDENING PROJECT WATERLINE RELOCATIONS



**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
City of Corona Department of Water and Power Improvements
As Part of the Temescal Canyon Road
Widening Project,
Temescal Valley Area**

This Agreement is made and entered into this ____ day of _____, 2018, by and between the **City of Corona** (hereinafter, "City"), a public agency, and the **County of Riverside**, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, the County, acting as lead agency, has opened the public bids for the construction of the Temescal Canyon Road Widening, project numbers C5-0072 and C6--0066, within the Temescal Valley Area in the unincorporated area of Riverside County, California (hereinafter "Project"); and

WHEREAS, City desires for County to include the construction and relocation of the City owned facilities at the expense of the City, as outlined on the Project documents and the construction contract for Project; and

WHEREAS, the purpose of this Agreement and the Exhibit "A" attached hereto and by this reference incorporated herein, is to set forth the financial and other arrangements between County and City for the construction of City's facilities.

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. DESCRIPTION OF WORK (CITY'S FACILITIES)

Design, construction, and administration of construction items as identified in Bid Schedule "A" and/or Bid Schedule "B" as elected by the City and as described in Exhibit "A" attached hereto, and associated work (hereinafter "The Work" and "City's Facilities"), located within County's Project area as shown on the project improvement plans on file with the County; Temescal Canyon Road Widening Projects, Dawson Canyon Road to 0.7 Mile North and Dos Lagos Drive to Leroy Road, Project No. C5-0072 and C6-0066.

As of the execution of this Agreement, the City is electing to include only Bid Schedule "A" in the City's Facilities. Notwithstanding such election, as provided further below, the City is still currently responsible for the Actual Design Costs for both the Bid Schedule "A" and Bid Schedule "B" work. If

the City elects later to include Bid Schedule "B" in the City's Facilities, the City shall also be responsible for all other costs and expenses related thereto, including but not limited to any additional costs related to the delayed inclusion or any delay claims asserted by the Contractor, and the parties shall enter into a duly approved amendment to this Agreement to document the additional costs and responsibilities.

2. FINANCIAL PARTICIPATION

The Work, which City has requested to be included in County's construction contract as described in Exhibit "A" and Sections 1 and 4, will be constructed at the sole expense of City.

The City's financial obligation for The Work is estimated as follows:

Construction Costs – Bid Schedule A (As Bid)	\$273,000.00
Contingency (10%)	\$27,300.00
Traffic Control Cost (Pro-Rated)	\$14,196.00
Design Cost – Bid Schedule "A" (Actual)	\$26,914.89
Design Cost – Bid Schedule "B" (Actual)	\$30,484.83
<u>Contract Administration Cost (Pro-Rated)</u>	<u>\$47,174.40</u>
Total Estimated City Cost	\$419,070.12

It is mutually understood that this estimate does not include costs for construction inspection of City's facilities or other incidental costs which will be directly borne and paid by the City.

Total Estimated City Cost: City shall deposit with the County the amount of one hundred percent (100%) of the Total Estimated City Cost (\$419,070.12) not later than 30 days after City's receipt of County's invoice.

Construction Costs; Contingency: As used in this Agreement, "Construction Costs" shall mean the amount paid to the County's contractor to complete The Work, including the bid amount indicated in Exhibit "A" attached hereto and any duly approved contract change orders. The Contingency of 10% of the bid amount (\$27,300) ("Contingency Fund") is provided as a budget estimate to pay for contract change orders to the extent changes arise. In the event that changes affecting The Work made during construction require additional work to be performed, that additional work shall be paid by County from the Contingency Fund. If the sum of changes in The Work exceed the Contingency Fund, the parties shall mutually agree upon an amount by which the City shall replenish the Contingency Fund. If, upon completion of The Work, the sum of changes in The Work is less than the remaining Contingency Fund, the balance shall be refunded to the City as part of the final statement discussed below.

Traffic Control: The Traffic Control Cost is a pro-rated amount determined by the parties to be a fair estimate of the Project's overall traffic control costs attributable to The Work. The Traffic Control Cost is agreed to be pro-

rated at 5.2% of the Construction Cost. The final Traffic Control Cost shall be determined as part of the final statement discussed below.

Design Cost: The Bid Schedule "A" Design Cost (\$26,914.89) and the Bid Schedule "B" Design Cost (\$30,484.83) are flat rate costs and are final. Upon payment of the Total Estimated City Cost, as discussed above, the City's obligation for these items will be satisfied.

Contract Administration Cost: The Contract Administration Cost includes costs for coordination, insertion of the City's Facilities plans and specifications in County bid documents, bidding, preparation of contracts, administration of contract, trench backfill materials testing, survey costs, and other tasks associated with the administration of The Work. County and City agree that the estimate for these costs shall be pro-rated, and that an actual accounting of costs would be burdensome. Accordingly, the Contract Administration Cost is agreed to be pro-rated at 15% of the Construction Cost. The final Contract Administration Cost shall be determined as part of the final statement discussed below.

Final Statement: Upon completion of all Project work, County shall calculate the final Construction Cost by calculating the contract change orders discussed above and adding them to the bid amount indicated in Exhibit "A" attached hereto. The County shall then determine the City's final cost by calculating the final pro-rata Traffic Control and Contract Administration Cost amounts attributable to The Work and adding them to the final Construction Cost ("Total Final City Cost"). The County shall then submit to City a final statement of costs clearly setting forth the total amount of funds paid or deposited by City, the total sum remaining due from City, if any, and any amounts due as a refund to the City. Any sum remaining unpaid shall be paid by City within sixty (60) calendar days from the date of submission of final statement by County. Any amounts due to City shall be paid by County within sixty (60) calendar days from date of the final statement.

If the Total Final City Cost exceed the Total Estimated City Cost as shown on Exhibit "A", by an amount greater than 25%, an amendment to this Agreement shall be negotiated and executed by City and County.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

City caused the preparation of detailed construction plans, specifications and cost estimate for The Work, which have been reviewed and approved by both County and City. County shall utilize said engineering documents for the construction of The Work.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

As indicated in Section 1 above, the City is electing to include only Bid Schedule "A" in the City's Facilities. The City has made this determination following the County's receipt of the bids for the Project, its determination of the lowest responsive, responsible bid, and its notification to City of its identified portion of the construction and other costs. Accordingly, the City has provided written authorization to County to award the contract to include construction of City's Facilities.

5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All City Facilities furnished, constructed and installed by County's contractor shall be installed in compliance with City's standard plans, and County's plans and specifications. All materials furnished by County's Contractor shall conform to City's approved material list. Any and all deviations from said plans and specifications shall be approved by City, in writing, prior to being made. Change orders involving City Facilities will not be implemented by the County without City's prior written approval which shall not be unreasonably delayed, conditioned or withheld. For change orders involving City Facilities where the additional work is not urgently needed, County will submit a written request to City including a reasonable time frame for response and approval by City. In the event City unreasonably delays, conditions or withholds its approval of a change order or additional work involving City Facilities that is warranted for completion of the Work, then City shall be responsible for any and all resulting costs associated with such unreasonable delay, conditioning or withholding, including but not limited to any delay claims asserted by the Contractor.

However, City agrees that County's Engineer, who is the County's on-site construction manager, may order the Change Order or additional work, in advance of receipt of written authorization from City, if the County 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 City. County's Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and City shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible.

County's Engineer shall notify City immediately, within 8 hours, after ordering urgently needed change or additional work affecting City's Facilities.

City shall be responsible to inspect the furnishing and installation of all City Facilities and the performance of the involved work by County's Contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's Engineer. City's inspection personnel shall have the authority, through the County's Engineer, to enforce construction plans and specifications for the

involved City facilities, which shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's contractor without cost to City. It is mutually understood, however, that the construction contract is between County and its Contractor, and that communication and cooperation must be maintained between County's Engineer and City's Inspector. County will not provide inspection to City's Facilities except as it may affect construction of Project.

All inspection costs incurred by City will be solely paid by City outside of this Agreement. Contract administration costs attributable to City's Facilities shall be borne in accordance with Section 2, and shall be a pro-rated amount of 15% of the final construction costs as specified in Section 2.

6. RECIPROCAL INDEMNIFICATION

County shall indemnify and hold harmless the City, its directors, officers, 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 County, its officers, employees, contractors, subcontractors, consultants, 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. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the City, its directors, officers, 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 County, County 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 City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of City. County's obligations hereunder shall be satisfied when County has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the City.

City shall indemnify and hold harmless the County of Riverside, 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 City, its officers, employees, contractors, subcontractors, consultants, 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. City 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 of Riverside, 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 City, City 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 City's indemnification of County. City's obligations hereunder shall be satisfied when City 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 City's obligations to indemnify and hold harmless the County.

7. COUNTY TO PROVIDE INSURANCE

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 City's officers, directors, employees and agents as additional insureds to the same extend such coverage is required to be provided to the County.

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: Patricia Romo, Director of Transportation

CITY OF CORONA PUBLIC WORKS DEPARTMENT
400 S. Vicentia Avenue
Corona, CA 92882
Attn: Vernon Weisman, District Engineer

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 City 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.

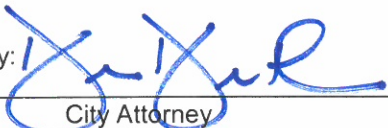
COUNTY APPROVALS RECOMMENDED FOR APPROVAL: _____ Patricia Romo Director of Transportation Dated: _____ APPROVED AS TO FORM: County Counsel By: _____ Kristine Bell-Valdez Supervising Deputy County Council	COUNTY OF RIVERSIDE By: _____ Chairperson, Board of Supervisors Dated: _____ ATTEST: Kecia Harper-Ihem Clerk of the Board By: _____ Deputy
CITY APPROVALS ATTEST: By: _____ City Clerk Dated: _____ APPROVED AS TO FORM: By:  _____ City Attorney	CITY OF CORONA By: _____ Mayor Dated: _____

Exhibit "A"
To the Cooperative Agreement Between the County of Riverside
And the City of Corona Department of Water and Power Improvements
As Part of the Temescal Canyon Road Widening Project, Temescal Valley Area
County Project No. C5-0072

Summary of Bids Received by Apparent Low Bidder

ALTERNATE BID SCHEDULE A - CITY OF CORONA - UTILITY RELOCATIONS (Dawson Canyon Segment)

ITEM NO.	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	AS BID UNIT PRICE	AS BID TOTAL ESTIMATE
111	RELOCATE 18" CMLC PIPE [CROSSING DAWSON LINE B AND LINE C - LOCATION 1]		LS	1	112,000.00	112,000.00
112	RELOCATE 18" CMLC PIPE [CROSSING DAWSON LINE D - LOCATION 2]		LS	1	87,000.00	87,000.00
113	RELOCATE AIR RELEASE VACUUM VALVE		EA	1	9,100.00	9,100.00
114	RELOCATE BLOW OFF		EA	2	9,000.00	18,000.00
115	RELOCATE WATER PRESSURE RELEASE VALVE		EA	1	14,000.00	14,000.00
116	CONNECT TO EXISTING 8" FIRE SERVICE SALVAGE AND REINSTALL DBL DETECTOR CHECK ASSY		EA	1	20,000.00	20,000.00
117	SUPPORT EXISTING UTILITIES		LS	1	12,900.00	12,900.00
	ALTERNATE BID SCHEDULE A TOTAL ITEMS 111 - 117					273,000.00

Total Costs as Bid:	273,000.00
Contingency (10%):	27,300.00
Traffic Control (Pro-rated):	14,196.00
Design (Actual):	26,914.89
Contract Administration (including survey and soils testing) (15%):	47,174.40
Total Estimated Costs:	<u>388,585.29</u>

ALTERNATE BID SCHEDULE B - CITY OF CORONA - WATER SERVICE TRANSFERS (Dawson Canyon and Dos Lagos Segments)

ITEM NO.	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	AS BID UNIT PRICE	AS BID TOTAL ESTIMATE
118	CONSTRUCT 6" PRESSURE REGULATING STATION [LOCATION 1]		LS	1	100,000.00	100,000.00
119	CONSTRUCT 6" PRESSURE REGULATING STATION [LOCATION 2]		LS	1	100,000.00	100,000.00
120	INSTALL 6" FIRE HYDRANT		EA	2	5,200.00	10,400.00
121	INSTALL WATER METER AND TRANSFER WS TO TVWD [1" SERVICE LATERAL]		EA	9	5,000.00	45,000.00
122	INSTALL WATER METER AND TRANSFER WS TO TVWD [1-1/2" SERVICE LATERAL]		EA	7	5,400.00	37,800.00
123	INSTALL WATER METER AND TRANSFER WS TO TVWD [2" SERVICE LATERAL]		EA	1	7,200.00	7,200.00
124	INSTALL 1-1/2" BACKFLOW PREVENTER DEVICE		EA	7	7,500.00	52,500.00
125	INSTALL 2" BACKFLOW PREVENTER DEVICE		EA	1	10,700.00	10,700.00
126	CONNECT TO EXISTING 8" FIRE SERVICE [DOS LAGOS]		EA	1	15,100.00	15,100.00
127	CONNECT TO EXISTING 8" FIRE SERVICE [DAWSON]		EA	1	12,700.00	12,700.00
128	SUPPORT EXISTING UTILITIES		LS	1	15,600.00	15,600.00
	ALTERNATE BID SCHEDULE B TOTAL ITEMS 118 - 128					0.00

Total Costs as Bid:	0.00
Contingency (10%):	0.00
Traffic Control (Pro-rated):	0.00
Design (Actual):	30,484.83
Contract Administration (including survey and soils testing) (15%):	0.00
Total Estimated Costs:	<u>30,484.83</u>

Deposit amount (100%) Alt. A & B:

419,070.12