

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE

Departmental Concurrence

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

56.4  
 (2214)



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 August 17, 2016

**SUBJECT:** Approval of the Service Agreement by and between the County of Riverside and the City of Perris for the Dunlap Drive Slurry Seal Improvements. 5<sup>th</sup> District; [\$16,300 – Total Cost]; Local Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside (County) and the City of Perris (City) for the Dunlap Drive Slurry Seal Improvements; and
2. Authorize the Chairman of the Board to execute the same.

Patricia Romo  
 Director of Transportation

JCP:jrj:sb

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 16,300	\$ 0	\$ 16,300	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** City of Perris (100%). There are no General Funds used in this project.

**Budget Adjustment:** No.

**For Fiscal Year:** 16/17

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

Tina G.

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**Prev. Agn. Ref.:** 5/3/16, Item 3-23;  
 07/26/16, 3-52

**District:** 5

**Agenda Number:**

3-46

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approval of the Service Agreement by and between the County of Riverside and the City of Perris for the Dunlap Drive Slurry Seal Improvements. 5th District; [\$16,300 – Total Cost]; Local Funds 100%

**DATE:** August 17, 2016

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

By Minute Order dated July 26, 2016 (Agenda Item 3-52), the Board of Supervisors awarded the Slurry Seal Project for the 4<sup>th</sup> and 5<sup>th</sup> Supervisorial Districts to the Pavement Coating Company.

The County is proposing to slurry seal approximately 2,900 linear feet of Dunlap Drive as one of the roads in the Slurry Seal Projects for 4<sup>th</sup> and 5<sup>th</sup> Districts. The City of Perris has requested that the portion of Dunlap Drive within the city be included in the County Slurry Seal Improvements.

This Service Agreement between the County and the City outlines each agency's responsibilities for the completion of the Slurry Seal Improvements and provides for the City to contribute \$13,600 for the slurry seal improvements within the City limits.

The County is providing services and has no obligation to fund any portion of this project. The City will deposit \$16,300 prior to the start of work.

This Service Agreement was approved by the Perris City Council on July 21, 2016.

The Slurry Seal Project for 4<sup>th</sup> and 5<sup>th</sup> Districts was found to be categorically exempt from the CEQA pursuant to State CEQA Guidelines Section 15301(c) (existing facilities) on May 3, 2016 (Agenda Item 3-23), including the Dunlap Drive segments located in the City of Perris.

Project Number: C5-0010

**Impact on Residents and Businesses**

The proposed improvements will improve safety and enhance operational efficiency for traffic on Dunlap Drive.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The City of Perris will be responsible for 100% of the Dunlap Drive Slurry Seal Improvement costs within the City jurisdiction.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Agreement

**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF PERRIS**

**FOR**

**DUNLAP DRIVE SLURRY SEAL IMPROVEMENTS**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Perris, (hereinafter "CITY") for the construction of Dunlap Drive Slurry Seal Improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

**RECITALS**

- A. COUNTY is proposing to slurry seal approximately 2,900 linear feet of Dunlap Drive in Riverside County.
- B. Dunlap Drive will receive two different slurry seal treatments.
- C. Segment 1 is from Nuevo Road, to southerly of Nuevo Road, approx. 705 linear feet. Segment 1 total asphalt pavement width is 42 foot wide. The treatment for Segment 1 will be Slurry Seal Type 2.
- D. Within Segment 1, CITY pavement width is 30 foot wide, COUNTY pavement width is 12 foot wide.
- E. Segment 2 is from southerly of Nuevo Road, approx. 705 linear feet to southerly of Nuevo Road approx. 2,180 linear feet. Segment 2 total asphalt pavement width is 22 foot wide. The treatment for Segment 2 will be Chip Seal Type 2.
- F. Within Segment 2, CITY pavement width is 11 foot wide, COUNTY pavement width is 11 foot wide.
- G. The work includes traffic control, removal of pavement marking, striping, and raised pavement markers; cleaning, sealing cracks, application of treatment, replace of any pavement marking, striping and raised pavement markers.
- H. The Dunlap Drive Slurry Seal improvements described above are sometimes hereinafter referred to collectively as "PROJECT".
- I. For the segment of the PROJECT located within the jurisdictional boundaries of CITY (hereinafter referred to as "CITY PROJECT"), the CITY desires to designate the COUNTY as the lead agency for the overall implementation of the CITY PROJECT, since COUNTY has extensive experience in the

1 development and implementation of similar type projects. COUNTY will therefore provide the  
2 administrative, technical, managerial, and support services necessary for the implementation of the  
3 PROJECT.

- 4 J. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be  
5 administered, engineered, coordinated, and constructed.

6 **AGREEMENT**

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

9 **SECTION 1 • COUNTY AGREES:**

- 10 1. To act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT.  
11 The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of  
12 the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide  
13 replacement funding for or to continue with the CITY PROJECT, if funds are not available.
- 14 2. COUNTY has prepared detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT  
15 which are available to CITY for review and approval. Final plans for improvements are prepared to  
16 COUNTY standards, and signed by a Civil Engineer registered in the State of California. Deviations from  
17 standards shall be coordinated with and approved by CITY. COUNTY shall not begin construction within  
18 CITY until CITY has approved the CITY PROJECT PS&E documents.
- 19 3. Environmental Clearance Document has been prepared by COUNTY and includes the segment within the  
20 CITY.
- 21 4. COUNTY to direct contractor to identify any existing surface utility facilities within the limits of the  
22 PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
- 23 5. To direct contractor to make written application to CITY for an encroachment permit authorizing entry into  
24 CITY right of way for the purposes of constructing CITY PROJECT.
- 25 6. To advertise, award and administer a public works contract for the construction of the PROJECT in  
26 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental  
27 requirements, laws or regulations, including but not limited to the local agency public construction codes,  
28 California Labor Code, and California Public Contract Code, and in accordance with the encroachment  
29 permits issued by CITY.

- 1 7. To furnish a representative to perform the function of Resident Engineer during construction of  
2 PROJECT.
- 3 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction  
4 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction  
5 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and  
6 other inspection and staff services necessary to assure that the construction is performed in accordance  
7 with the PS&E documents.
- 8 9. To construct the PROJECT in accordance with approved PS&E documents.
- 9 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract  
10 bid amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization  
11 by COUNTY.
- 12 11. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all  
13 contract records, including survey documents, within three hundred and sixty-five (365) days following the  
14 completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans  
15 are available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.
- 16 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion  
17 of each Task (as shown on Exhibit "B") and/or the completion and acceptance of the CITY PROJECT  
18 construction contract. If final costs associated with the CITY improvements are in excess of the deposit  
19 provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs  
20 associated with the CITY improvements are less than the deposit provided in Section 2, COUNTY shall  
21 include a reimbursement for the difference with the financial reconciliation.

22 **SECTION 2 - CITY AGREES:**

- 23 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT within the CITY limits, as shown  
24 in Exhibit "B". CITY agrees that should unforeseen circumstances arise which result in an increase of any  
25 costs over those shown in Exhibit "B", CITY will in good faith amend this Agreement to include any such  
26 costs under this Agreement.
- 27 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, sixteen  
28 thousand three hundred dollars (\$16,300) (the "Deposit"), which represents one hundred percent (100%)  
29 of the costs to complete construction, including construction survey, inspection and materials testing, as

1 provided in Exhibit "B" .

- 2 3. To review environmental document and to take any actions necessary in accordance with the California  
3 Environmental Quality ACT (CEQA).
- 4 4. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
5 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,  
6 including construction survey, inspection and materials testing for the CITY PROJECT.
- 7 5. To provide at no cost to the PROJECT, oversight of the CITY PROJECT, to provide prompt reviews and  
8 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the  
9 PROJECT.
- 10 6. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY Resident  
11 Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required  
12 by this Agreement.

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14 **SECTION 3 - IT IS MUTUALLY AGREED AS FOLLOWS:**

- 15 1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY  
16 PROJECT within CITY will be the sole responsibility of CITY. Nothing in this Agreement is intended to  
17 commit the COUNTY to funding any portion of the CITY PROJECT, or shall be construed as obligating  
18 the COUNTY to provide replacement funding for any anticipated funding or to continue with the CITY  
19 PROJECT, if funds are no longer available. In the event that adequate funds are not available to move  
20 forward or to complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to  
21 identify adequate funding for CITY PROJECT.
- 22 2. The total cost to CITY to complete construction, including construction survey, inspection and materials  
23 testing is estimated to be sixteen thousand three hundred dollars (\$16,300) as detailed in Exhibit "B".
- 24 3. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as  
25 required in Section 2.
- 26 4. Construction by COUNTY of improvements within CITY shall not be commenced until an Encroachment  
27 Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
- 28 5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
29 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily

1 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
2 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to  
3 each policy shall be required which name CITY, its officers, agents and employees, as additionally  
4 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation  
5 Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and  
6 Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of  
7 construction.

8 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will  
9 be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
10 will be necessary to transfer ownership.

11 7. CITY shall be responsible for the maintenance of the improvements within CITY PROJECT except as  
12 specified in this Agreement or future agreements.

13 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
14 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each  
15 party hereto.

16 9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
17 occurring by reason of anything done or omitted to be done by CITY under or in connection with any  
18 work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant  
19 to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any  
20 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of  
21 anything done or omitted to be done by CITY under or in connection with any work, authority or  
22 jurisdiction delegated to CITY under this Agreement.

23 10. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
24 by reason of anything done or omitted to be done by COUNTY under or in connection with any work,  
25 authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to  
26 Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability  
27 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done  
28 or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction  
29 delegated to COUNTY under this Agreement.

**Dunlap Drive Slurry Seal Improvements**

1 11. In the event that CITY defaults in the performance of any of its obligations under this Agreement or  
2 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to  
3 terminate this Agreement upon 90 days written notice to CITY.

4 12. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to  
5 PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the  
6 PROJECT.

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8 13. All notices, demands, invoices, and other communications required or permitted hereunder shall be in  
9 writing and delivered to the following addresses or such other address as the PARTIES may designate:

10 COUNTY:

11 Riverside County Transportation Department

12 Attn: Patty Romo,

13 Director of Transportation

14 4080 Lemon Street, 8th Floor

15 Riverside, CA 92501

16 Phone: (951) 955-6740

CITY:

City of Perris

Attn:

Public Works Director

101 N. D Street

Perris, CA 92570

Phone: (951) 943-6100



APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 8/29/16

Patricia Romo  
Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

 Dated: 8/30/16  
GREGORY P. PRIAMOS

APPROVAL BY THE BOARD OF SUPERVISORS

Dated:

Marion Ashley  
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

Dated: \_\_\_\_\_

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CITY OF PERRIS Approvals

APPROVED BY:

 Dated: 7/21/16

Dated:

Richard Belmudez

PRINTED NAME

City Manager

APPROVED AS TO FORM:

 Dated: 7/20/16

Eric Dunn

PRINTED NAME

City Attorney

ATTEST:

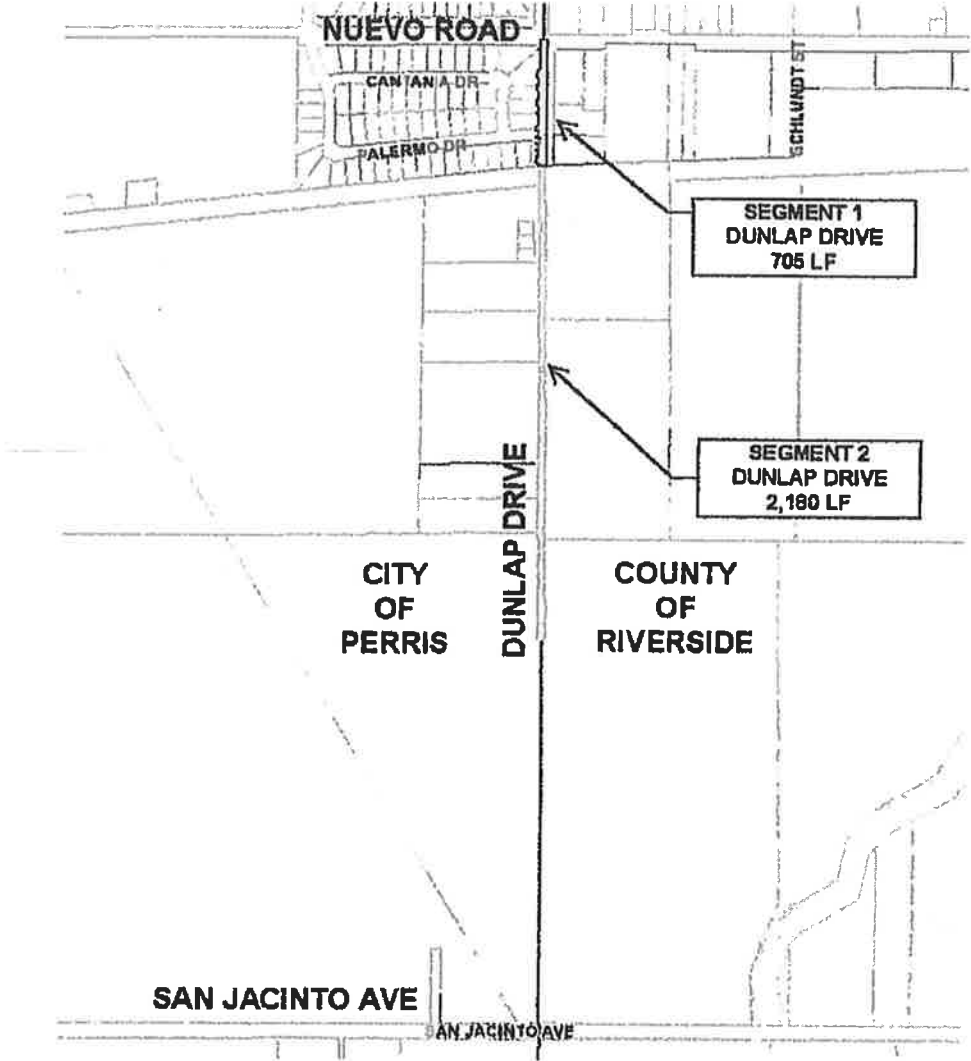
 Dated: 7/21/16

Nancy Salazar

PRINTED NAME

City Clerk

EXHIBIT A  
VICINITY/PROJECT MAP



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**EXHIBIT B**  
**PROJECT BUDGET**

**ESTIMATED CITY COSTS:**

TASK	COSTS
Construction	\$14,000
Construction contingency (5%)	\$ 700
Construction Engineering & Inspection (11.5%)	\$ 1,600
<b>TOTAL COST</b>	<b>\$16,300</b>

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