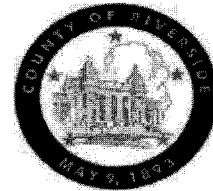


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.18

**MEETING DATE:**

Tuesday, November 8, 2016

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TLMA-TRANSPORTATION: Approval of the Service Agreement by and between the County of Riverside and the City of Grand Terrace for the Main Street Slurry Seal Improvements. 2nd District; [\$40,000 – 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 Grand Terrace (City) for the Main Street Slurry Seal Improvements; and
2. Authorize the Chairman of the Board to execute the same.

**Policy**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 40,000	\$ 0	\$ 40,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> City of Grand Terrace (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

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

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**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, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 8, 2016  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

3-18

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

**BACKGROUND:**

**Summary**

By Minute Order dated September 13, 2016 (Agenda Item 3-49), the Board of Supervisors awarded the Slurry Seal Project for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Supervisorial Districts to American Asphalt South, Inc.

The County is proposing to slurry seal approximately 2,600 linear feet of Main Street as one of the roads in the Slurry Seal Projects for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Districts. The City of Grand Terrace has requested that portion of Main Street 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 \$40,000 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 \$40,000 prior to the start of work.

This Service Agreement was approved by the Grand Terrace City Council on August 9, 2016.

The Slurry Seal Project for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Districts was found to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(c) (existing facilities) on June 21, 2016 (Agenda Item 3-74), by the Riverside County Board of Supervisors.

The Grand Terrace City Council found the Main Street Slurry Seal Improvements located within the City to be categorically exempt from the CEQA at their regular Meeting on August 9, 2016 (Agenda Item G.5)

Project Number: C5-0006 (District 1), C5-0007 (District 2), and C5-0008 (District 3).  
County Counsel has approved the Agreement as to form.

**Impact on Residents and Businesses**

The slurry seal treatment will extend the life of Main Street and reduce the need for resurfacing, which is ten times more costly. These improvements will also improve public safety.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

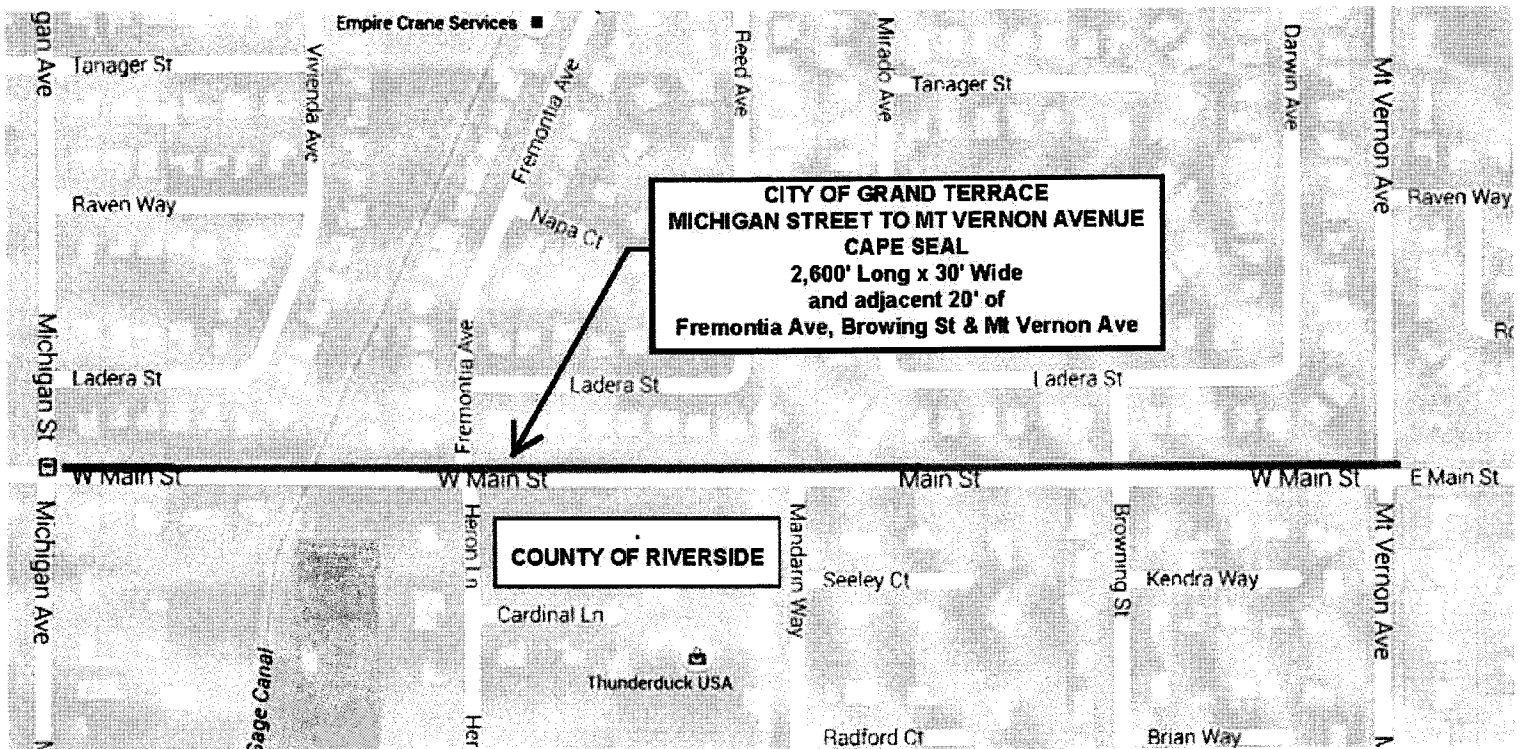
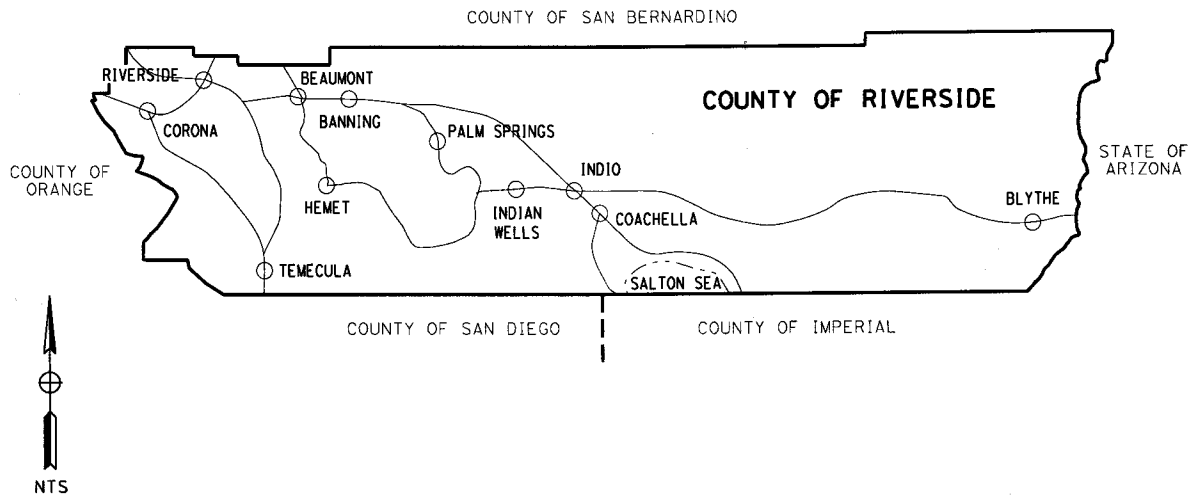
The City of Grand Terrace will be responsible for 100% of the Main Street Slurry Seal Improvement costs within the City jurisdiction.

**ATTACHMENTS:**

Vicinity Map  
Agreement

# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

## SLURRY SEAL PROJECT Main Street Slurry Seal Improvements Community of Highgrove & City of Grand Terrace



VICINITY MAP

## SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF GRAND TERRACE

FOR

## MAIN STREET SLURRY SEAL IMPROVEMENTS

This Agreement is entered into this 9th day of August 2016, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Grand Terrace, (hereinafter "CITY") for 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 the existing asphalt surface on Main Street, from Michigan Avenue to Mt. Vernon Avenue, approximately 2,600 linear feet, in the Highgrove area of Riverside County.
- B. The Slurry Seal improvements for Main St. provide a Cape Seal treatment that adds a layer of "chips" or small crushed rock to act as a "wearing course" in areas of higher vehicle traffic and slurry seal is then placed over the chips.
- C. The work includes traffic control, rout and seal random cracks, replacement of any pavement marking, including cross walks and bike lane markings, striping and raised pavement markers.
- D. The Main Street Slurry Seal improvements described above, within the jurisdictional boundaries of the COUNTY are sometimes hereinafter referred to collectively as "COUNTY PROJECT".
- E. A portion of Main St., located directly adjacent to the COUNTY PROJECT, is within the jurisdictional boundaries of CITY. Specifically, the area north of the centerline of Main St., from Michigan Ave to Mt. Vernon Ave.
- F. Within the CITY portion of Main St., the asphalt pavement is approximately 2,600 foot in length and 30 foot wide. In addition to Main St., approx. 20 feet of asphalt pavement on Fremontia Ave, Browning St. and Mt. Vernon Ave is included. The total asphalt surface area of the City portion is approx. 9, 200 square yards.
- G. The CITY will benefit from the cost savings associated with a larger improvement project. The CITY

requests the Main Street Slurry Seal improvements, as described above, be provided for the area within the jurisdictional boundaries of CITY. These improvements for this area are sometimes hereinafter referred to collectively as "CITY PROJECT".

H. The CITY desires to allow the COUNTY to construct the CITY PROJECT, together with the COUNTY PROJECT since COUNTY has extensive experience in the development and implementation of similar type projects.

I. COUNTY will therefore provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT as part of the COUNTY PROJECT.

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

#### **AGREEMENT**

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

#### **SECTION 1 • COUNTY AGREES:**

1. To act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT. The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide replacement funding for or to continue with the CITY PROJECT, if funds are not available.
2. COUNTY has prepared detailed Plans, Specifications & Estimate (PS&E) documents for the COUNTY PROJECT which can be amended to include the CITY PROJECT and are available to CITY for review and approval. Final plans for improvements are 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 begin construction within CITY until CITY has approved the CITY PROJECT portion of the PS&E documents.
3. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the COUNTY PROJECT. The CITY will prepare and approve CEQA clearance for the CITY PROJECT.
4. To direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
5. To direct COUNTY's contractor to make written application to CITY for an encroachment permit

1 authorizing entry into CITY right of way for the purposes of constructing COUNTY PROJECT and CITY  
2 PROJECT.

3 6. To advertise, award and administer a public works contract for the construction of the COUNTY  
4 PROJECT and the CITY PROJECT in accordance with all applicable federal, state or local statutes,  
5 ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local  
6 agency public construction codes, California Labor Code, and California Public Contract Code, and in  
7 accordance with the encroachment permits issued by CITY.

8 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY  
9 PROJECT.

10 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction  
11 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction  
12 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and  
13 other inspection and staff services necessary to assure that the construction is performed in accordance  
14 with the PS&E documents.

15 9. To construct the CITY PROJECT in accordance with approved PS&E documents.

16 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract  
17 bid amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization  
18 by COUNTY. If any contract change order causes the construction contract to change by less than 10%  
19 of the bid amount for CITY PROJECT, COUNTY is authorized by CITY approval of this Agreement to  
20 move forward with such change.

21 11. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all  
22 contract records, including survey documents, within three hundred and sixty-five (365) days following the  
23 completion and acceptance of the Main Street Slurry Seal Improvements construction contract.  
24 Electronic copies of completed plans are available if CITY desires. If electronic copies are provided, they  
25 will be provided on CD-R media.

26 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion  
27 of each Task (as shown on Exhibit "B") and/or the completion and acceptance of the COUNTY PROJECT  
28 and CITY PROJECT construction contract. If final costs associated with the CITY PROJECT are in  
29 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.

**SECTION 2 • CITY AGREES:**

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", CITY will in good faith amend this Agreement to include any such costs under this Agreement.
2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, forty thousand dollars (\$40,000) (the "Deposit"), which represents one hundred percent (100%) of the costs to complete construction, including construction survey, inspection and materials testing for CITY PROJECT, as provided in Exhibit "B".
3. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction, including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT and CITY PROJECT.
5. To provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY PROJECT.
6. To provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required by this Agreement.

**SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of CITY PROJECT, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds

are no longer available. In the event that adequate funds are not available to move forward or to complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for CITY PROJECT.

2. The total cost to CITY to complete construction, including construction survey, inspection and materials testing for CITY PROJECT is estimated to be forty thousand dollars (\$40,000) as detailed in Exhibit "B".
3. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as required in Section 2.
4. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the Main Street Slurry Seal Improvements, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
6. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
7. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except as specified in this Agreement or future agreements.
8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or



jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

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

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

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

13. All notices, demands, invoices, and other communications required or permitted hereunder 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: Patty Romo,

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

CITY:

City of Grand Terrace

Attn: Yanni Demitri

Director of Public Works

22795 Barton Road

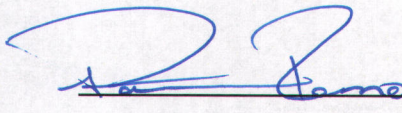
Grand Terrace, CA 92313

Phone: (909) 824-6621

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

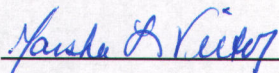
 Dated: 10/17/16

Patricia Romo

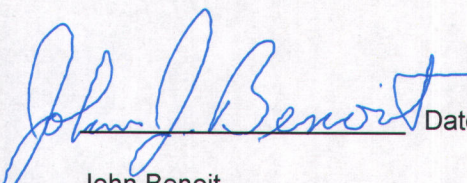
Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

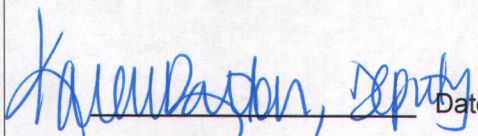
By  Dated: 10/24/16  
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: NOV 08 2016  
John Benoit  
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: NOV 08 2016  
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

City of Grand Terrace Service Agreement

CITY OF GRAND TERRACE Approvals

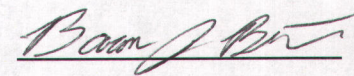
APPROVED BY:

8/17/2016 Dated: \_\_\_\_\_

G. Harold Duffey

City Manager

APPROVED AS TO FORM:

 Dated: 8/16/16

Baron Bettenhausen

Richard Adams

Deputy City Attorney

ATTEST:

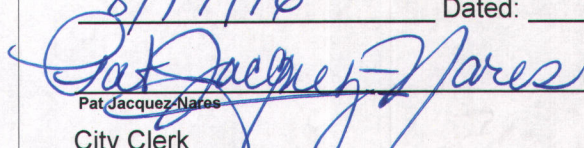
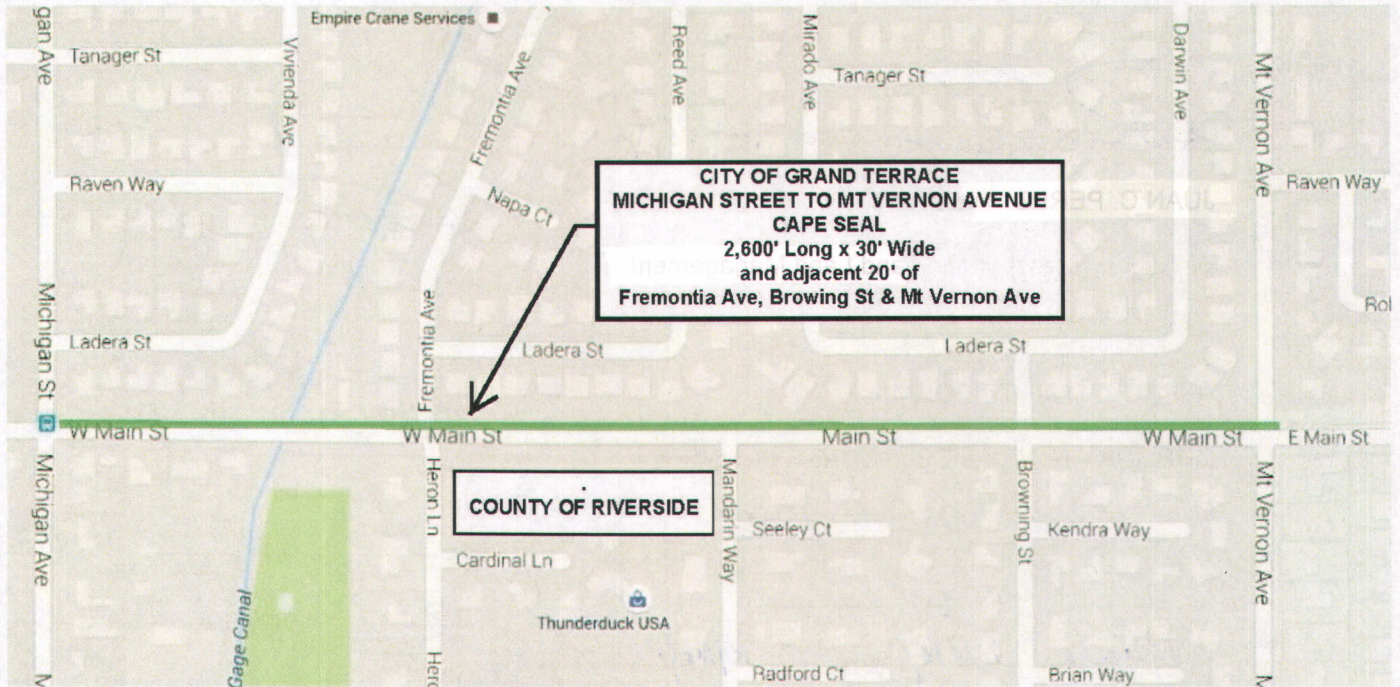
8/17/16 Dated: \_\_\_\_\_  
  
Pat Jacquez-Nares  
City Clerk



EXHIBIT A

VICINITY/PROJECT MAP



## EXHIBIT B

## CITY PROJECT BUDGET

**ESTIMATED COSTS:**

TASK	COSTS
Construction	\$32,000
Construction contingency (10%)	\$ 3,200
Construction Engineering & Inspection (15%)	\$ 4,800
<b>TOTAL COST</b>	<b>\$40,000</b>