

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



ITEM
3.45
(ID # 2961)

MEETING DATE:

Tuesday, December 13, 2016

FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA-TRANSPORTATION: Approval of the Service Agreement by and between the County of Riverside and the City of Hemet for the Columbia Street Resurfacing Improvements. 3rd District; [\$112,500 - 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 Hemet (City) for the Columbia Street Resurfacing Improvements; and
2. Authorize the Chairman of the Board to execute the same.

ACTION: Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 112,500	\$ 0	\$ 112,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Hemet (100%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: Approve

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: Transp.

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

3-45

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

BACKGROUND:

Summary

By Minute Order dated September 13, 2016 (Agenda Item 3-47), the Board of Supervisors approved the Columbia Street Resurfacing Project in the East Hemet area and authorized the Clerk of the Board to advertise for bids.

The County is proposing to resurface the existing asphalt surface on Columbia Street, from Florida Avenue to Stetson Street, approximately 6,400 linear feet, in the East Hemet area of the County. The City of Hemet has requested that a portion of Columbia Street, approximately 950 linear feet within the City, be included in the Columbia Street Resurfacing Improvements.

This Service Agreement between the County and the City outlines each agency's responsibilities for the completion of the Columbia Street Resurfacing Improvement and provides for the City to contribute \$112,500 for the 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 \$112,500 prior to the start of work.

This Service Agreement was approved by the Hemet City Council on August 23, 2016.

The Columbia Street Resurfacing Improvement was found to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(c) (existing facilities) on September 13, 2016 (Agenda Item 3-47), by the Riverside County Board of Supervisors.

The City of Hemet Community Development Director found the Columbia Street Resurfacing Improvements located within the City to be categorically exempt from CEQA, in concurrence with the County findings.

Construction is expected to begin in early 2017.

Project Number: C1-0557

County Counsel has approved the Agreement as to form.

Impact on Residents and Businesses

The pavement resurfacing will extend the life of Columbia Street and reduce the need for constant repairs, which is costly. These improvements will also improve public safety.

SUPPLEMENTAL:


Additional Fiscal Information

The City of Hemet will be responsible for 100% of the Columbia Street Resurfacing Improvement costs within the City of Hemet jurisdiction. No County funds will be used for this project.

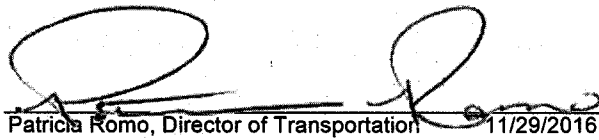
ATTACHMENTS:

Vicinity Map
Agreement

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



Gregory V. Priamos, Director County Counsel 12/1/2016



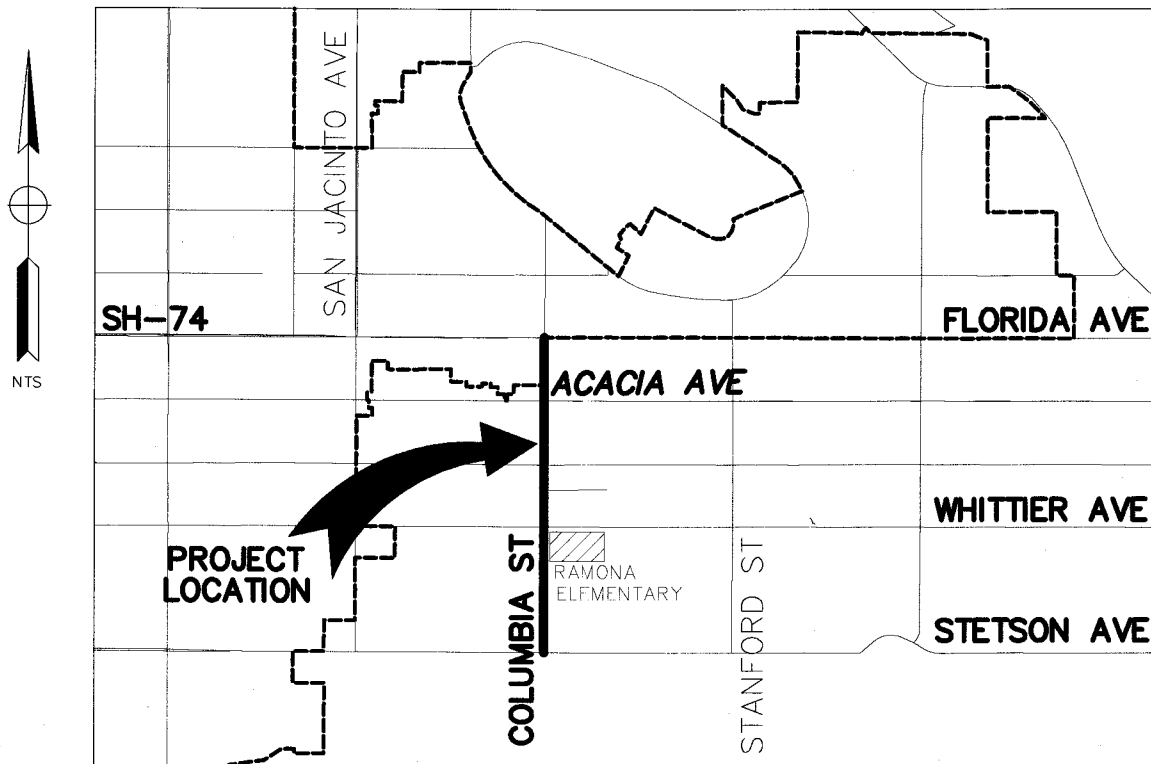
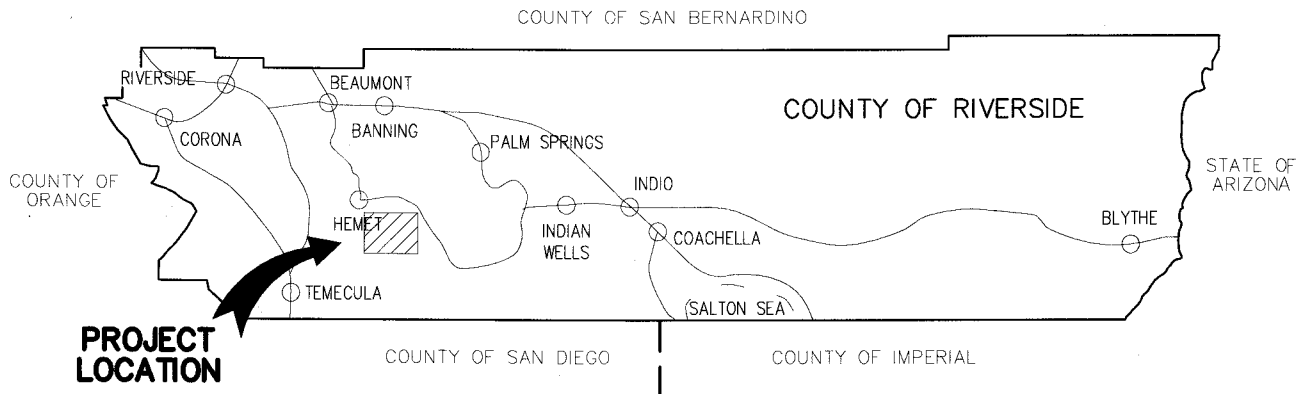
Patricia Romo, Director of Transportation 11/29/2016



Marsha Victor 12/1/2016

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

Columbia Street Resurfacing Project
From Stetson Avenue to Florida Avenue
In the East Hemet Community
Project No. C1-0557



VICINITY MAP

TOWNSHIP 5S RANGE 1W SECTION 11-14
COUNTY ROAD BOOK PAGE No. 111

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF HEMET

FOR

COLUMBIA STREET RESURFACING IMPROVEMENTS

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This Agreement is entered into this 23rd day of August, 2016, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Hemet, (hereinafter "CITY") for the construction of Columbia Street Resurfacing 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 resurface the existing asphalt surface on Columbia Street, from Florida Avenue to Stetson Street, approximately 6,400 linear feet, in the East Hemet area of Riverside County.
- B. The resurfacing improvements will remove the asphalt pavement, compact the existing base material, grade and place 0.13' of Rubberized Hot Mix Asphalt (RHMA) over 0.20' of Hot Mix Asphalt (HMA).
- C. The work includes traffic control, replacement of any pavement marking, striping and raised pavement markers.
- D. The Columbia Street Resurfacing improvements described above, within the jurisdictional boundaries of the COUNTY are sometimes hereinafter referred to collectively as "COUNTY PROJECT".
- E. A portion of Columbia St, located directly adjacent to the COUNTY PROJECT, is within the jurisdictional boundaries of CITY. Specifically, the area west of the centerline of Columbia St, from Florida Ave to approx. 953 feet southerly of Florida Ave.
- F. Within the CITY portion of Columbia St, the asphalt pavement is 30.5 foot wide and the total asphalt surface area is approx. 29,000 square feet.
- G. The CITY will benefit from the cost savings associated with a larger improvement project. The CITY requests the Columbia Street Resurfacing 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".

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

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

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

8 **AGREEMENT**

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

11 **SECTION 1 • COUNTY AGREES:**

- 12 1. To act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT.
13 The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of
14 the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide
15 replacement funding for or to continue with the CITY PROJECT, if funds are not available.
- 16 2. COUNTY has prepared detailed Plans, Specifications & Estimate (PS&E) documents for the COUNTY
17 PROJECT and includes the CITY PROJECT and are available to CITY for review and approval. Final
18 plans for improvements are prepared to COUNTY standards, and signed by a Civil Engineer registered in
19 the State of California. Deviations from standards shall be coordinated with and approved by CITY.
20 COUNTY shall not begin construction within CITY until CITY has approved the CITY PROJECT portion of
21 the PS&E documents.
- 22 3. To serve as the lead agency under the California Environmental Quality Act for the Columbia Street
23 Resurfacing project, including the CITY PROJECT. An Notice of Exemption Document has been
24 prepared and filed for approval by COUNTY for the Columbia Street Resurfacing Improvements and
25 includes the CITY PROJECT.
- 26 4. To direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY
27 PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
- 28 5. To direct COUNTY's contractor to make written application to CITY for an encroachment permit
29 authorizing entry into CITY right of way for the purposes of constructing COUNTY PROJECT and CITY

1 PROJECT.

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

29 **SECTION 2 • CITY AGREES:**

Columbia Street Resurfacing Improvements

- 1 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY
2 agrees that should unforeseen circumstances arise which result in an increase of any costs over those
3 shown in Exhibit "B", CITY will in good faith amend this Agreement to include any such costs under this
4 Agreement.
- 5 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, one
6 hundred twelve thousand five hundred and 00/100 dollars (\$112,500.00) (the "Deposit"), which represents
7 one hundred percent (100%) of the costs to complete construction, including construction survey,
8 inspection and materials testing for CITY PROJECT, as provided in Exhibit "B" .
- 9 3. To review and rely upon the Notice of Exemption document prepared and approved by the COUNTY in
10 accordance with any obligations the CITY may have as a responsible agency under the California
11 Environmental Quality Act.
- 12 4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's
13 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,
14 including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT
15 and CITY PROJECT.
- 16 5. To provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and
17 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY
18 PROJECT.
- 19 6. To provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident
20 Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required
21 by this Agreement.

22
23 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 24 1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY
25 PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the
26 COUNTY to funding any portion of CITY PROJECT, or shall be construed as obligating the COUNTY to
27 provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds
28 are no longer available. In the event that adequate funds are not available to move forward or to
29 complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate

1 funding for CITY PROJECT.

- 2 2. The total cost to CITY to complete construction, including construction survey, inspection and materials
3 testing for CITY PROJECT is estimated to be one hundred twelve thousand five hundred and 00/100
4 dollars (\$112,500) as detailed in Exhibit "B".
- 5 3. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as
6 required in Section 2.
- 7 4. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an
8 Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by
9 CITY.
- 10 5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
11 Columbia Street Resurfacing Improvements, a policy of Commercial Liability Insurance, including
12 coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum
13 single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000
14 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and
15 employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain
16 Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of
17 Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY
18 prior to the start of construction.
- 19 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
20 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
21 will be necessary to transfer ownership.
- 22 7. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except
23 as specified in this Agreement or future agreements.
- 24 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
25 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
26 party hereto.
- 27 9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
28 occurring by reason of any act or omission of CITY under or in connection with any work, authority or
29 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government

Columbia Street Resurfacing Improvements

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

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

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

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

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

20 COUNTY:

21 Riverside County Transportation Department

22 Attn: Patty Romo,

23 Director of Transportation

24 4080 Lemon Street, 8th Floor

25 Riverside, CA 92501

26 Phone: (951) 955-6740

CITY:

City of Hemet

Attn: Steven Latino

City Engineer

445 E. Florida Ave

Hemet, CA 92543

Phone: (951) 765-2360

APPROVALS

COUNTY Approvals

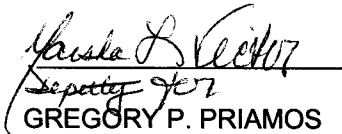
RECOMMENDED FOR APPROVAL:

 Dated: 11/21/16

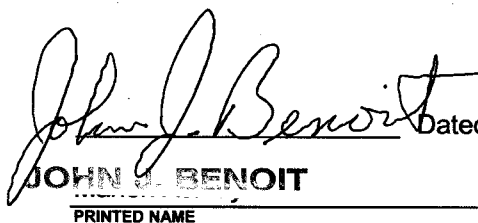
Patricia Romo
Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

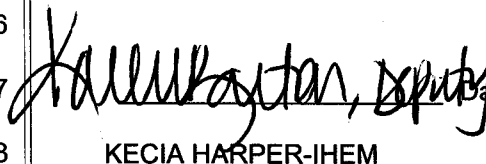
 Dated: 12/29/16
GREGORY P. PRIAMOS

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: DEC 13 2016
JOHN J. BENOIT
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: DEC 13 2016
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

City of Hemet Service Agreement

CITY OF HEMET Approvals

APPROVED BY:

 Dated: 8/23/16

Alex Meyerhoff
PRINTED NAME

City Manager

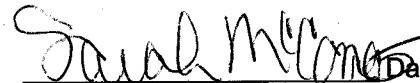
APPROVED AS TO FORM:

 Dated: 8/23/16

Eric Vail
PRINTED NAME

City Attorney

ATTEST:

 Dated: 8/23/16

Sarah McComas
PRINTED NAME

City Clerk

EXHIBIT A

VICINITY/PROJECT MAP

COUNTY OF RIVERSIDE

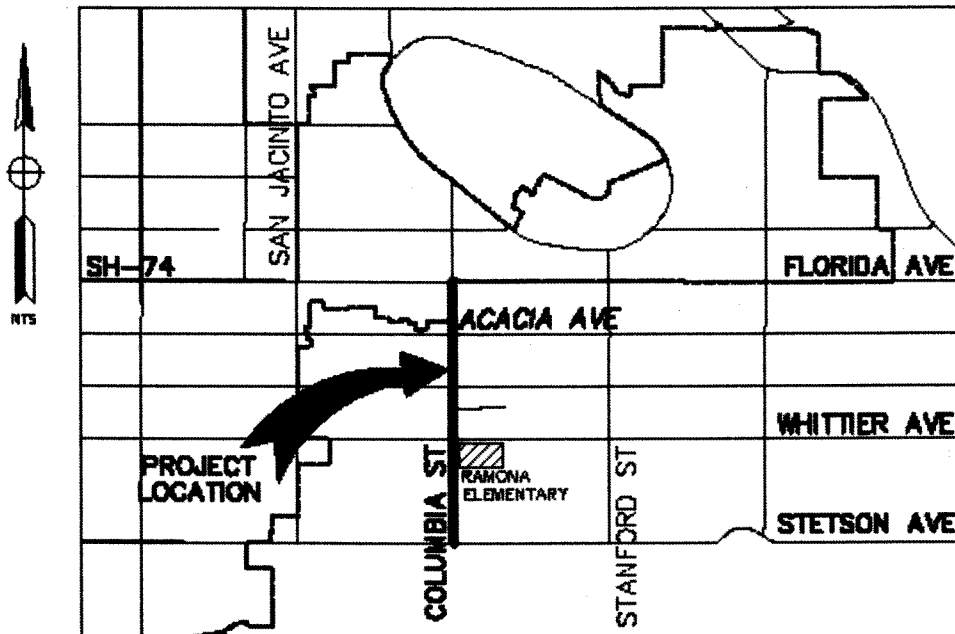
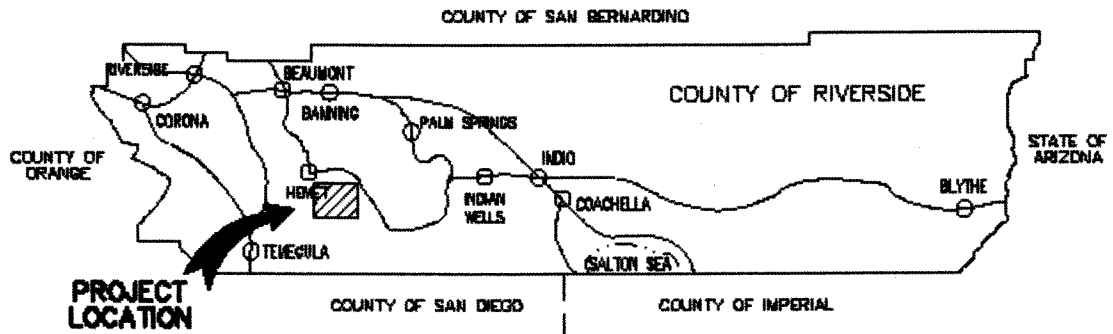
TRANSPORTATION DEPARTMENT

COLUMBIA STREET
RESURFACING PROJECT

STETSON AVENUE TO FLORIDA AVENUE

IN THE COMMUNITY OF EAST HEMET

PROJECT No. C1-0557



VICINITY MAP

TOWNSHIP 35 RANGE 1W SECTION 11-14
COUNTY ROAD BOOK PAGE No. 111

EXHIBIT B
CITY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	\$90,000
Construction contingency (10%)	\$ 9,000
Construction Engineering & Inspection (15%)	\$ 13,500
TOTAL COST	\$112,500