

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



ITEM
3.23
(ID # 5020)

MEETING DATE:

Tuesday, September 19, 2017

FROM : TLMA-TRANSPORTATION:


SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of the Service Agreement by and between the County of Riverside and the City of Temecula for the Murrieta Hot Springs Road Slurry Seal Improvements. 3rd District. [\$20,075 – 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 Temecula (City) for the Murrieta Hot Springs Road Slurry Seal Improvements; and,
2. Authorize the Chairman of the Board to execute the same.

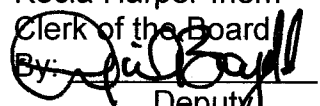
ACTION: Policy


Patricia Romo, Director of Transportation 8/24/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 19, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 20,075	\$ 0	\$ 20,075	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Temecula (100%)			Budget Adjustment: No	
There are no general funds used in the project.			For Fiscal Year: 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 20, 2017, by Minute Oder 3.43, the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Slurry Seal Project at various locations in the 1st, 2nd and 3rd Supervisorial Districts.

The County is proposing to slurry seal approximately 700 linear feet of Murrieta Hot Springs Road as one of the roads in the Slurry Seal Projects for 1st, 2nd, and 3rd Districts. The City of Temecula (City) requested that a segment of Murrieta Hot Springs Road be included in the County Slurry Seal Improvements, and the County included this work as an alternate bid item in the contract.

Bids were opened on July 12, 2017 and the contract award is a companion item on this same Board Agenda.

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 \$20,075 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 \$20,075 prior to the start of the construction contract.

This Service Agreement was approved by the Temecula City Council on April 25, 2017.

County Counsel has approved the Agreement as to legal form.

Project Number: C6-0006 (District 1), C6-0007 (District 2), and C6-0008 (District 3).

Impact on Residents and Businesses

The proposed improvements will improve safety and enhance operational efficiency for traffic on Murrieta Hot Springs Road. The slurry seal treatment will also preserve and extend the life of the road thereby reducing the need for resurfacing, which is ten times more costly.

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

SUPPLEMENTAL:

Additional Fiscal Information

The City of Temecula will be responsible for 100% of the Murrieta Hot Springs Road Slurry Seal Improvement costs within the city jurisdiction.



Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map
Agreement

	
Misley Wang	Marsha Victor, Chief Deputy County Counsel
8/29/2017	8/31/2017

	
Tina Grande, Principal Management Analyst	Misley Wang
9/12/2017	8/29/2017


Gregory V. Priamos, Director County Counsel
8/31/2017



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: August 31, 2017

TO: April Boydd
Clerk of the Board

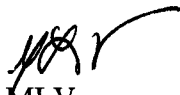
FROM: Marsha L. Victor, Chief Deputy

FROM: Asia Toki, TLMA/Transportation Department

RE: Documents for MT Item 5020
Service Agreement with City of Temecula for Murrieta Hot Springs Road
Slurry Seal Improvements

Attached please find the original contract for the above referenced matter currently set for the September 19, 2017 agenda. A copy of the approved documents was uploaded to MT Item 5020.

If there should be any issues, please contact one of the above named individuals from County Counsel or the submitting department.


MLV
Attachment



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RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: August 31, 2017

TO: April Boydd
Clerk of the Board

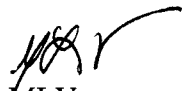
FROM: Marsha L. Victor, Chief Deputy

FROM: Asia Toki, TLMA/Transportation Department

RE: Documents for MT Item 5020
Service Agreement with City of Temecula for Murrieta Hot Springs Road
Slurry Seal Improvements

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MLV
Attachment

Work Order No.:

RECEIVED

AUG 30 2017

COUNTY COUNSEL

201710266

MEMORANDUM

To: Marsha Victor
Chief Deputy County Counsel

From: Asia Toki, Secretary I,
TLMA – Transportation Department
astoki@rivco.org

Date: August 30, 2017

Subject: Form-11 Attachments

MT No.: 5020

The attachments for the following Form-11 is being submitted for your review and approval as to legal form:

- **Approval of the Service Agreement by and between the County of Riverside and the City of Temecula for the Murrieta Hot Springs Road Slurry Seal Improvements. 3rd District. [\$20,075 – Total Cost]; Local Funds 100%**

Attached please find the F11 attachments for the above mentioned item. The item is due to the Executive Office by 1:00pm on September 7th for the September 19th Board date. The Project Manager is Elmer Datuin and he may be reached at ext. 5-6762.

Please notify me and Cc: Gail Lewis if you have any questions or when the above mentioned document is ready for pick-up via email, gLewis@rivco.org, or phone at ext. 5-6740/5-6880.

Please invoice all project related items to the above Work Order No. provided. Please contact Kathy Nhou at ext. 5-0533 or email at knhou@rivco.org for any billing questions.

Thank you.

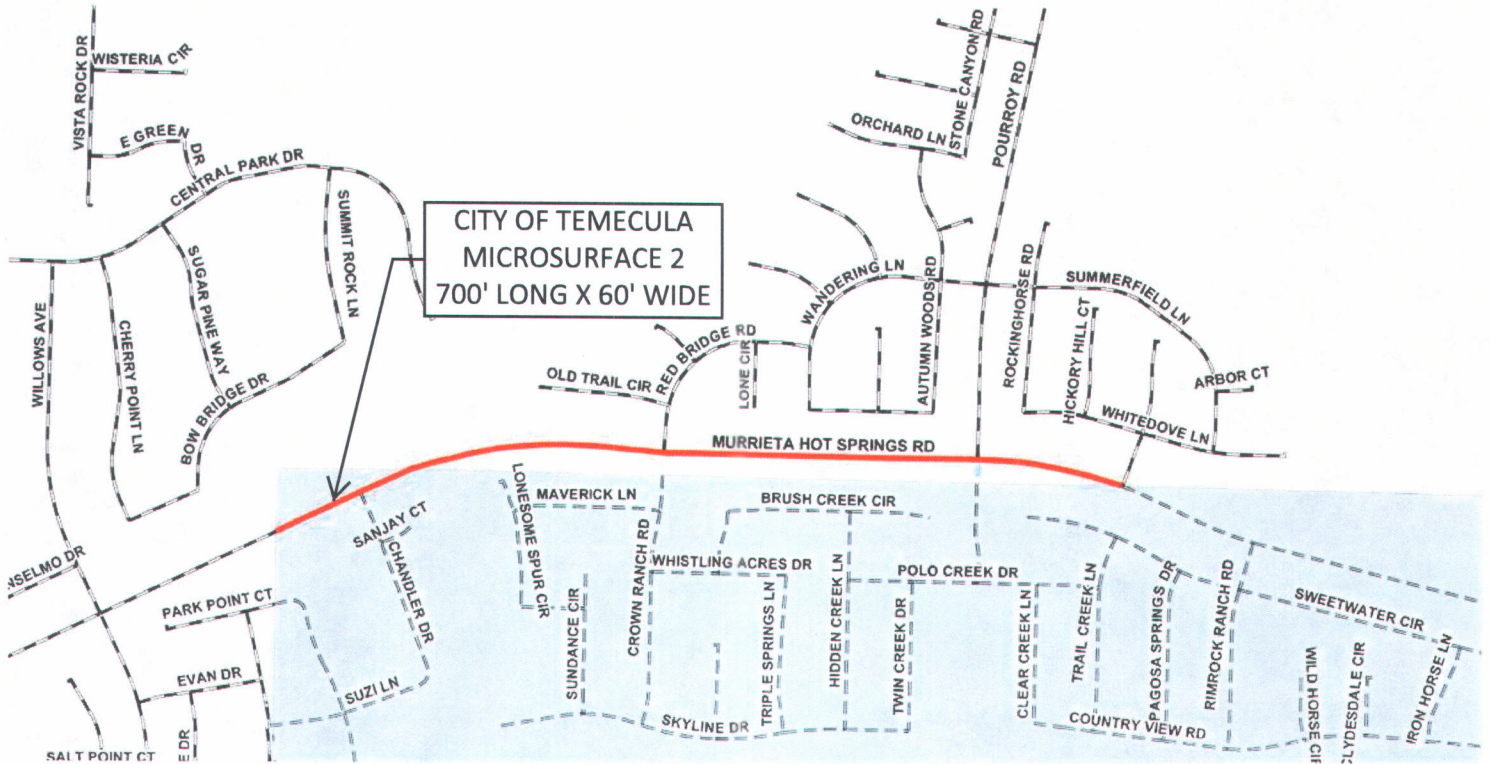
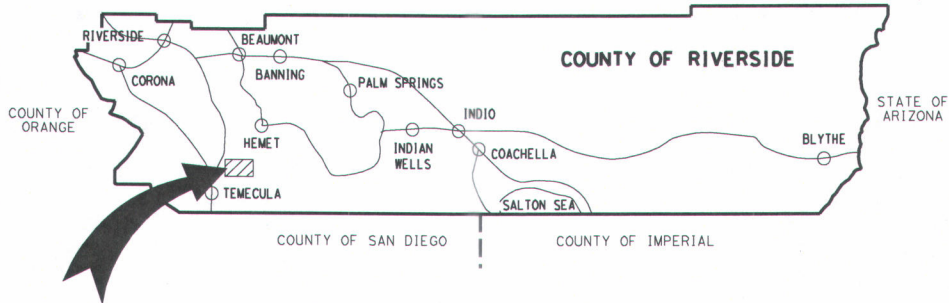
FORM APPROVED COUNTY COUNSEL
BY: Marsha Victor 8/31/17
MARSHA L. VICTOR DATE

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

SLURRY SEAL PROJECT

SUPERVISOR DISTRICT 1 - C6-0006
SUPERVISOR DISTRICT 2 - C6-0007
SUPERVISOR DISTRICT 3 - C6-0008

COUNTY OF SAN BERNARDINO



CITY OF
TEMECULA

VICINITY MAP

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

Contract No. 17-08-001
Riverside Co. Transportation

CITY OF TEMECULA

FOR

MURRIETA HOT SPRINGS ROAD SLURRY SEAL IMPROVEMENTS

This Agreement is entered into this 19 day of September, 2017, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Temecula, (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 Murrieta Hot Springs Road, from 400 feet SW Chandler Drive to 300 feet NE Chandler Drive, approximately 700 linear feet, in the French Valley (South) area of Riverside County.
- B. The Slurry Seal improvements for Murrieta Hot Springs Road provide a Microsurfacing Type 2 treatment consists of the application of a mixture of water, asphalt emulsion, aggregate (very small crushed rock), and chemical additives to an existing asphalt concrete pavement surface. Microsurfacing contains chemical additives which allow it to break without relying on the sun or heat for evaporation to occur.
- 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 Murrieta Hot Springs Road 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 Murrieta Hot Springs Road, located directly adjacent to the COUNTY PROJECT, is within the jurisdictional boundaries of CITY. Specifically, the area 400 feet SW Chandler Drive to 300 feet NE Chandler Drive.
- F. Within the CITY portion of Murrieta Hot Springs Road, the asphalt pavement is approximately 700 foot in length and 60 foot wide. The total asphalt surface area of the City portion is approx. 4,667 square yards.
- G. The CITY will benefit from the cost savings associated with a larger improvement project. The CITY

1 requests the Murrieta Hot Springs Road Slurry Seal improvements, as described above, be provided for
2 the area within the jurisdictional boundaries of CITY. These improvements for this area are sometimes
3 hereinafter referred to collectively as "CITY PROJECT".

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

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

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

11 **AGREEMENT**

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

14 **SECTION 1 • COUNTY AGREES:**

- 15 1. To act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT.
16 The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of
17 the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide
18 replacement funding for or to continue with the CITY PROJECT, if funds are not available.
- 19 2. COUNTY has prepared detailed Plans, Specifications & Estimate (PS&E) documents for the COUNTY
20 PROJECT which can be amended to include the CITY PROJECT and are available to CITY for review
21 and approval. Final plans for improvements are prepared to COUNTY standards, and signed by a Civil
22 Engineer registered in the State of California. Deviations from standards shall be coordinated with and
23 approved by CITY. COUNTY shall not begin construction within CITY until CITY has approved the CITY
24 PROJECT portion of the PS&E documents.
- 25 3. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the COUNTY
26 PROJECT. The CITY will prepare and approve CEQA clearance for the CITY PROJECT.
- 27 4. To direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY
28 PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
29

Murrieta Hot Springs Road Slurry Seal Improvements

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

1 excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial
2 reconciliation. If final costs associated with the CITY PROJECT are less than the deposit provided in
3 Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

4 **SECTION 2 • CITY AGREES:**

- 5 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY
6 agrees that should unforeseen circumstances arise which result in an increase of any costs over those
7 shown in Exhibit "B", CITY will in good faith amend this Agreement to include any such costs under this
8 Agreement.
- 9 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, **twenty**
10 **thousand seventy five dollars (\$20,075)** (the "Deposit"), which represents one hundred percent (100%)
11 of the costs to complete construction, including construction survey, inspection and materials testing for
12 CITY PROJECT, as provided in Exhibit "B" .
- 13 3. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY
14 PROJECT.
- 15 4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's
16 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,
17 including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT
18 and CITY PROJECT.
- 19 5. To provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and
20 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY
21 PROJECT.
- 22 6. To provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident
23 Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required
24 by this Agreement.

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

- 26 1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY
27 PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the
28 COUNTY to funding any portion of CITY PROJECT, or shall be construed as obligating the COUNTY to
29

Murrieta Hot Springs Road Slurry Seal Improvements

1 provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds
2 are no longer available. In the event that adequate funds are not available to move forward or to
3 complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate
4 funding for CITY PROJECT.

- 5 2. The total cost to CITY to complete construction, including construction survey, inspection and materials
6 testing for CITY PROJECT is estimated to **be twenty thousand seventy five (\$20,075)** as detailed in
7 Exhibit "B".
- 8 3. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as
9 required in Section 2.
- 10 4. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an
11 Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by
12 CITY.
- 13 5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
14 **Murrieta Hot Springs Road Slurry Seal Improvements**, a policy of Commercial Liability Insurance,
15 including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000
16 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000
17 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and
18 employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain
19 Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of
20 Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY
21 prior to the start of construction.
- 22 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
23 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
24 will be necessary to transfer ownership.
- 25 7. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except
26 as specified in this Agreement or future agreements.
- 27 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
28 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
29 party hereto.

Murrieta Hot Springs Road Slurry Seal Improvements

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

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

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

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

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

23 COUNTY:

CITY:

24 Riverside County Transportation Department

City of Temecula

25 Attn: Patty Romo,

Attn: Patrick Thomas

26 Director of Transportation

Director of Public Works

27 4080 Lemon Street, 8th Floor

41000 Main Street

28 Riverside, CA 92501

Temecula, CA 92590

29 Phone: (951) 955-6740

Phone: (951) 506-5163

APPROVALS Clerk of the Board (SEAL)

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 8/24/17

PATRICIA ROMO

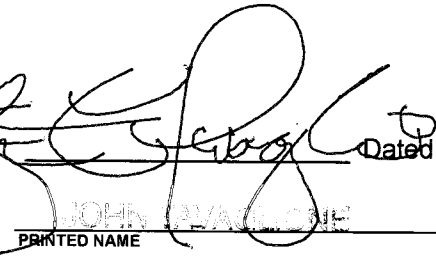
Director of Transportation

APPROVED AS TO FORM:


GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 8/21/17
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS


 Dated: 9/19/17
JOHN VALLEJO
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: 9/19/17
KECIA HARPER-IHEM

CITY OF TEMECULA Approvals

APPROVED BY:


 Dated: 4/25/17

Aaron Adams

PRINTED NAME

City Manager

APPROVED AS TO FORM:

 Dated: 4/25/17

Peter M. Thorson

PRINTED NAME

City Attorney

ATTEST:

 Dated: 4/27/17

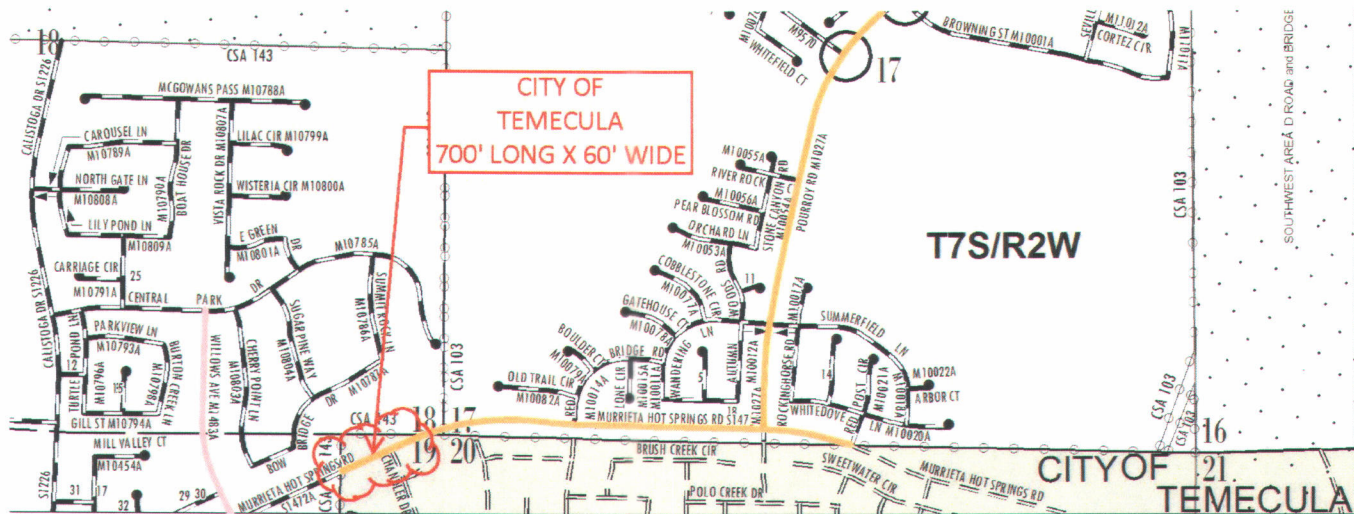
Randi Johl

PRINTED NAME

City Clerk

EXHIBIT A

VICINITY/PROJECT MAP



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EXHIBIT B
CITY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	\$15,075
Construction contingency (10%)	\$ 2,000
Construction Engineering & Inspection (15%)	\$ 3,000
TOTAL COST	\$20,075