

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



ITEM  
3.24  
(ID # 5021)

**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 Lake Elsinore for the Hwy-74 Slurry Seal Improvements. 1st District. [\$360,640 – 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 Lake Elsinore (City) for the Hwy-74 Slurry Seal Improvements; and
2. Authorize the Chairman of the Board to execute the same.

**ACTION:** Policy

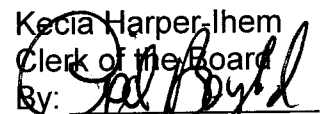
  
Patricia Romo, Director of Transportation 8/24/2017

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**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**

<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>	\$ 360,640	\$ 0	\$ 360,640	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> City of Lake Elsinore (100%)			<b>Budget Adjustment: No</b>	
There are no General Funds used in this Project.			<b>For Fiscal Year: 17/18</b>	

**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 9,205 linear feet of Highway-74 (Hwy-74) 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 Lake Elsinore (City) requested that a segment of Hwy-74 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 \$360,640 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 \$360,640 prior to the start of the construction contract.

This Service Agreement is scheduled to be approved by the Lake Elsinore City Council on August 22, 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 Hwy-74. 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 Lake Elsinore will be responsible for 100% of the Hwy-74 Slurry Seal Improvement costs within the city jurisdiction.

**Contract History and Price Reasonableness**


N/A

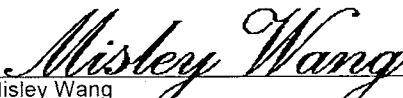
**ATTACHMENTS:**

Vicinity Map  
Agreement

  
Misley Wang 8/30/2017

  
Marsha Victor, Chief Deputy County Counsel 9/11/2017

  
Tina Grande, Principal Management Analyst 9/12/2017

  
Misley Wang 8/30/2017

  
Gregory V. Priamos, Director County Counsel 9/11/2017



# MEMORANDUM

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RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGE


DATE: September 11, 2017  
TO: April Boydd, Assistant  
Clerk of the Board  
FROM: Marsha L. Victor, Chief Deputy  
MT ITEM: 5021  
AGENDA: September 19, 2017  
SUBMITTING DEPT: Transportation – Patricia Romo

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Attached please find the following original document(s) for the above-referenced Minute Traq item:

1. Service Agreement with City of Lake Elsinore for slurry seal services along Highway 74.

A copy of the form approved document was uploaded to MT. If there should be any issues, please contact one of the above named individuals from County Counsel or the submitting department.

  
MLV  
Attachment

Work Order No.:

**M E M O R A N D U M**

RECEIVED

**To:** Marsha Victor  
Chief Deputy County Counsel

SEP 07 2017

**From:** Gail Lewis-Transportation  
Executive Assistant II  
[glewis@rivco.org](mailto:glewis@rivco.org)

COUNTY COUNSEL

201710266

**Date:** Sept 7, 2017

**Subject:** Form 11 Attachments

**MT No.:** 5021

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

- **Approval of the Service Agreement by and between the County of riverside and the City of Lake Elsinore for the Hwy-74 Slurry Seal Improvement.**

This item is due to the Executive Office by noon on September 14<sup>th</sup> for the September 26<sup>th</sup> Board date. The Project Manager is Elmer Datuin and he can be reached at 5-6762.

**Please notify me if you have any questions or when the package is ready for pick-up via email, [glewis@rivco.org](mailto: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](mailto:knhou@rivco.org) for any billing questions.

Thank you

FORM APPROVED COUNTY COUNSEL  
BY: Marsha Victor 9/7/17  
MARSHA L. VICTOR DATE

RECEIVED

SEP 07 2017

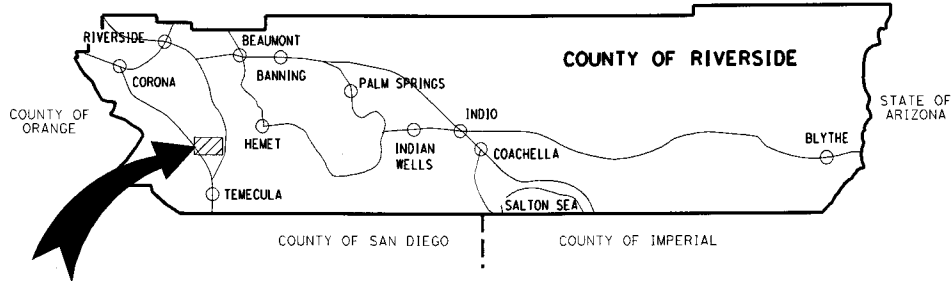
COUNTY COUNSEL

COUNTY OF RIVERSIDE  
**TRANSPORTATION DEPARTMENT**

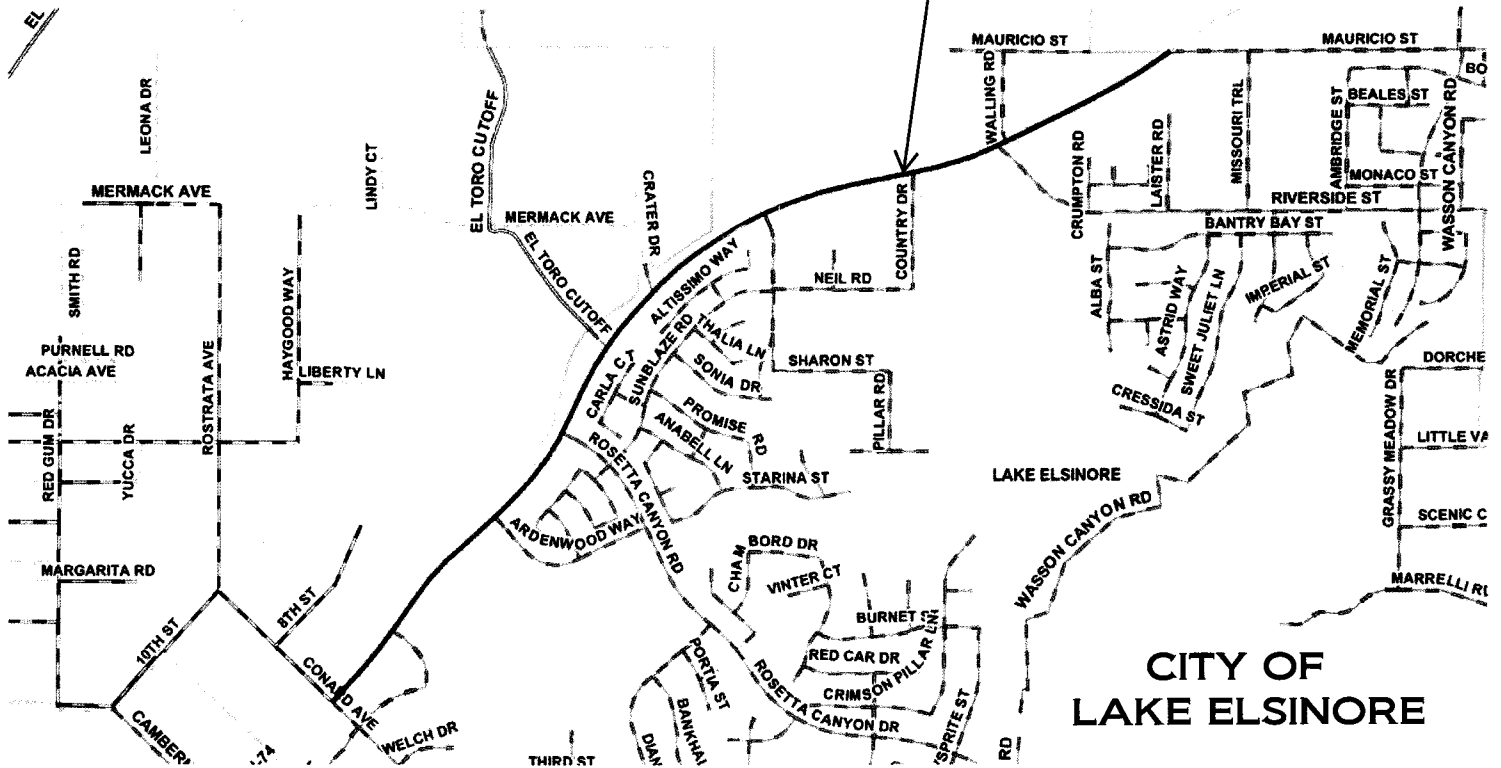
**SLURRY SEAL PROJECT**

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

COUNTY OF SAN BERNARDINO



**CITY OF LAKE ELSINORE**  
**SLURRY SEAL TYPE II**  
**10,565' LONG X 75'-90' WIDE**



VICINITY MAP

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF LAKE ELSINORE

FOR

HWY-74 SLURRY SEAL IMPROVEMENTS

Contract No. 17-08-002  
Riverside Co. Transportation

This Agreement is entered into this 19 day of September, 2017, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Lake Elsinore, (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 Hwy-74 from the City of Perris boundary to the City of Lake Elsinore boundary in the western area of Riverside County.
- B. The roadway surface improvements consist of applying a slurry seal (Type 2), which is a mixture asphalt emulsion, aggregate (sand to pea gravel size aggregate), water, and chemical additives.
- C. The work includes traffic control, rout and seal random cracks, replacement of pavement markings, including cross walks and bike lane markings, striping and raised pavement markers.
- D. The improvements, as described above, within the jurisdictional boundaries of the COUNTY are hereinafter referred to collectively as "COUNTY PROJECT".
- E. A portion of Hwy-74, located directly adjacent to the COUNTY PROJECT, specifically the segment from 1572 feet NE Riverside Street to Conard Avenue, is within the jurisdictional boundaries of CITY.
- F. Within the CITY jurisdiction, the asphalt pavement is approximately 9,205 foot in length and 75 to 90 foot wide. The total asphalt surface area is approximately 84,600 square yards.
- G. The CITY will benefit from the cost savings associated with a larger improvement project. The CITY requests the roadway surface improvements, as described above, be provided for the area within the jurisdictional boundaries of CITY. These improvements for this area are hereinafter referred to collectively as "CITY PROJECT". The location of CITY PROJECT is shown in Exhibit "A".

- 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 type  
3 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 follows:

10 **SECTION 1 • COUNTY AGREES:**

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



1 orders, governmental requirements, laws or regulations, including but not limited to the local agency public  
2 construction codes, California Labor Code, and California Public Contract Code, and in accordance with  
3 the encroachment permits issued by CITY.

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

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

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

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

17 11. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods and  
18 to have the testing performed by certified material tester.

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

24 13. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion  
25 of each Task (as shown on Exhibit "B") and/or the completion and acceptance of the COUNTY PROJECT  
26 and CITY PROJECT construction contract. If final costs associated with the CITY PROJECT are in excess  
27 of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If  
28 final costs associated with the CITY PROJECT are less than the deposit provided in Section 2, COUNTY  
29

1 shall include a reimbursement for the difference with the financial reconciliation.

2 **SECTION 2 • CITY AGREES:**

- 3 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY  
4 agrees that should unforeseen circumstances arise which result in an increase of any costs over those  
5 shown in Exhibit "B", CITY will in good faith amend this Agreement to include any such costs under this  
6 Agreement.
- 7 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, three  
8 hundred sixty thousand six hundred forty dollars (\$360,640) (the "Deposit"), which represents one hundred  
9 percent (100%) of the costs to complete construction, including construction survey, inspection and  
10 materials testing for CITY PROJECT, as provided in Exhibit "B".
- 11 3. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
- 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. The total cost of the CITY PROJECT is estimated to be \$360,640 as detailed in "Exhibit B".
- 25 2. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY  
26 PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the  
27 COUNTY to funding any portion of CITY PROJECT, or shall be construed as obligating the COUNTY to  
28 provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds  
29

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

- 4 3. The total cost to CITY to complete construction, including construction survey, inspection and materials  
5 testing for CITY PROJECT is estimated to be three hundred sixty thousand six hundred forty dollars  
6 (\$360,640) as detailed in Exhibit "B".
- 7 4. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as  
8 required in Section 2.
- 9 5. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an  
10 Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by  
11 CITY.
- 12 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
13 slurry seal improvements, a policy of Commercial Liability Insurance, including coverage of Bodily Injury  
14 Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a  
15 policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each  
16 policy shall be required which name CITY, its officers, agents and employees, as additionally insured.  
17 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.  
18 COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured  
19 Endorsements which meet the requirements of this section to CITY prior to the start of construction.
- 20 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will  
21 be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
22 will be necessary to transfer ownership.
- 23 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except  
24 as specified in this Agreement or future agreements.
- 25 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
26 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each  
27 party hereto.
- 28 10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
29

**HWY-74 Slurry Seal Improvements**

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

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

12 12. 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 terminate  
14 this Agreement upon 90 days written notice to CITY.

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

18 14. 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  
21  
22 COUNTY:  
23 Riverside County Transportation Department  
24 Attn: Patty Romo,  
25 Director of Transportation  
26 4080 Lemon Street, 8th Floor  
27 Riverside, CA 92501  
28 Phone: (951) 955-6740  
29

CITY:  
City of Lake Elsinore  
Attn: Robert E. Magee  
City Mayor  
130 South Main Street  
Lake Elsinore, CA 92530  
Phone: (951) 674-3124

APPROVALS

COUNTY Approvals


RECOMMENDED FOR APPROVAL:

 Dated: 8/24/17


PATRICIA ROMO  
Director of Transportation

APPROVED AS TO FORM:

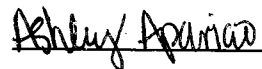
GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 9/11/17  
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

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

ATTEST:

 Dated: 01/11/17  
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CITY OF LAKE ELSINORE Approvals

APPROVED BY:

 Dated: 8-22-17

ROBERT E. MAGEE  
PRINTED NAME  
City Mayor

APPROVED AS TO FORM:

 Dated: 8-22-17

for BARBARA LIEBOLD  
PRINTED NAME  
City Attorney

ATTEST:


 Dated: 8/23/17  
SUSAN DOMEN  
PRINTED NAME  
City Clerk

EXHIBIT A  
VICINITY/PROJECT MAP

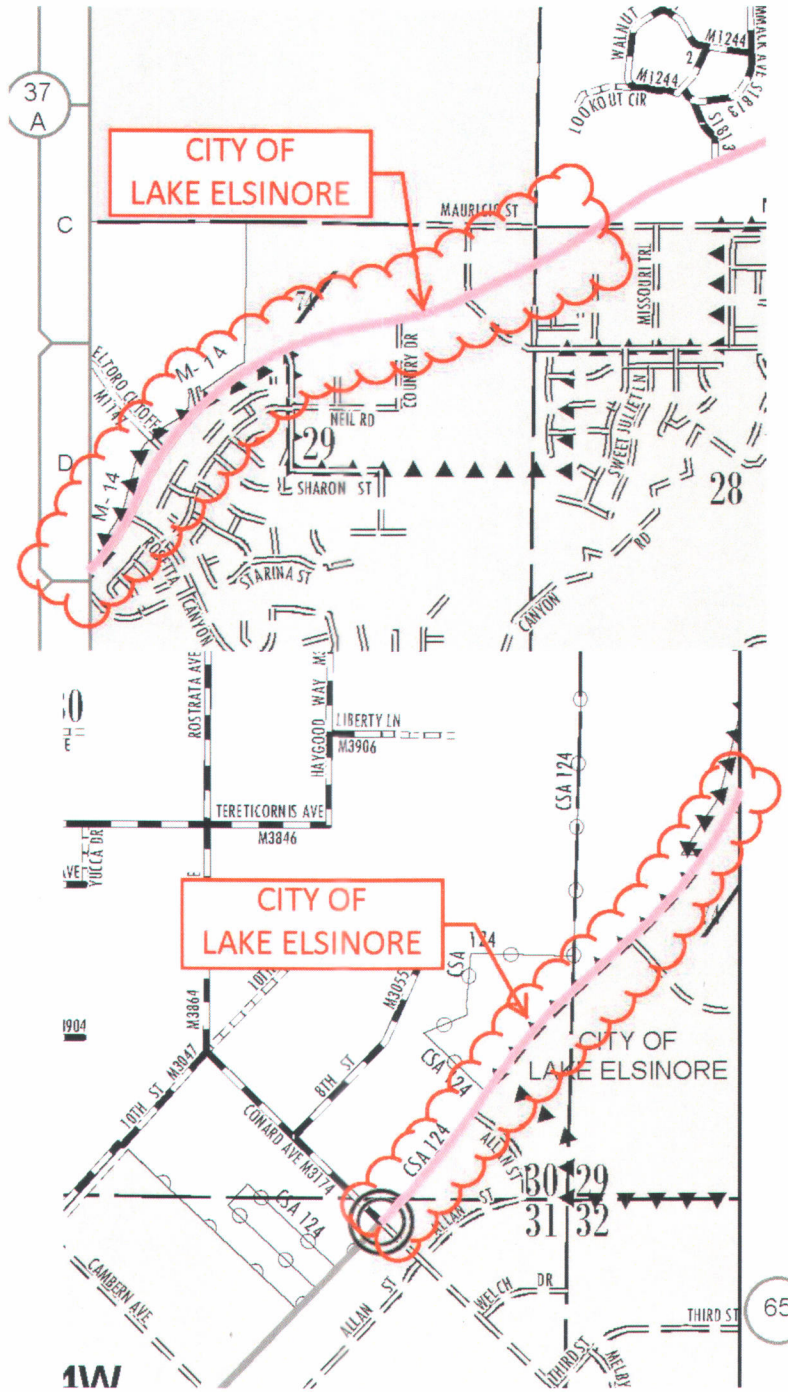


EXHIBIT B  
CITY PROJECT BUDGET

**ESTIMATED COSTS:**

TASK	COSTS
Construction	\$287,640
Construction contingency (10%)	\$ 29,000
Construction Engineering & Inspection (15%)	\$ 44,000
<b>TOTAL COST</b>	<b>\$360,640</b>

Note: Construction cost is based on project bid results dated July 12, 2017.  
The bid summary report is included and made part of this agreement.