

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



ITEM  
3.35  
(ID # 8720)

MEETING DATE:

Tuesday, January 29, 2019


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY - TRANSPORTATION  
DEPARTMENT: Approve and Execute the Service Agreement by and between  
the County of Riverside and the City of Lake Elsinore for the Palomar Street  
Slurry Seal Improvements for Fiscal Year 2018/19, 1st District. [\$64,856 Total  
Cost]; 100% City of Lake Elsinore. 4/5 Vote Required

RECOMMENDED MOTION:

1. Approve and Execute the Service Agreement by and between the County of Riverside and the City of Lake Elsinore for the Palomar Street Slurry Seal Improvements for Fiscal Year 18/19.

ACTION: 4/5 Vote Required, Policy

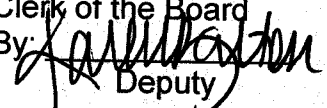
  
Patricia Romo, Director of Transportation 1/14/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 29, 2019  
xc: Transp.

Kecia Harper  
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>	\$ 64,856	\$ 0	\$ 64,856	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> City of Lake Elsinore (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

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

**BACKGROUND:**

**Summary**

The County is proposing to slurry seal Palomar Street as one of the roads in the Slurry Seal Projects for the 1st, 2nd and 3rd Supervisorial Districts. A portion of Palomar Street is within the City's jurisdiction. The City has requested that this segment of Palomar Street be included in the County Slurry Seal Improvement project as an alternate bid in the construction contract.

This Service Agreement between the County and the City outlines each agency's responsibilities for the completion of the Slurry Seal Improvements and obligates the City to fund 100% of the slurry seal improvements within the jurisdictional boundaries of the City.

The City will deposit \$64,856 prior to the start of the construction contract. The County is providing services and has no obligation to fund any portion of this project within the City's jurisdiction.

By Minute Order dated November 6, 2018 (Agenda Item 3.33), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the re-bid the Slurry Seal Projects for Fiscal Year 2018/19 at various locations in the 1st, 2nd, and 3rd Supervisorial Districts. Bids were opened on November 28, 2018 and the contract award is provided concurrently for the Board of Supervisor's approval. This Service Agreement was approved by the Lake Elsinore City Council on January 8, 2019.

County Counsel has approved the agreement as to legal form.

Project Number: C9-0006 (District 1)

**Impact on Residents and Businesses**

The slurry seal treatment will improve traffic safety for motorists and will extend the life of the pavement thereby reducing the need for more extensive types of resurfacing that can be up to ten times more costly.

**Additional Fiscal Information**

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

The City of Lake Elsinore will be responsible for 100% of the Palomar Street Slurry Seal Improvement cost within the city jurisdiction.

There are no General Funds used in this project.

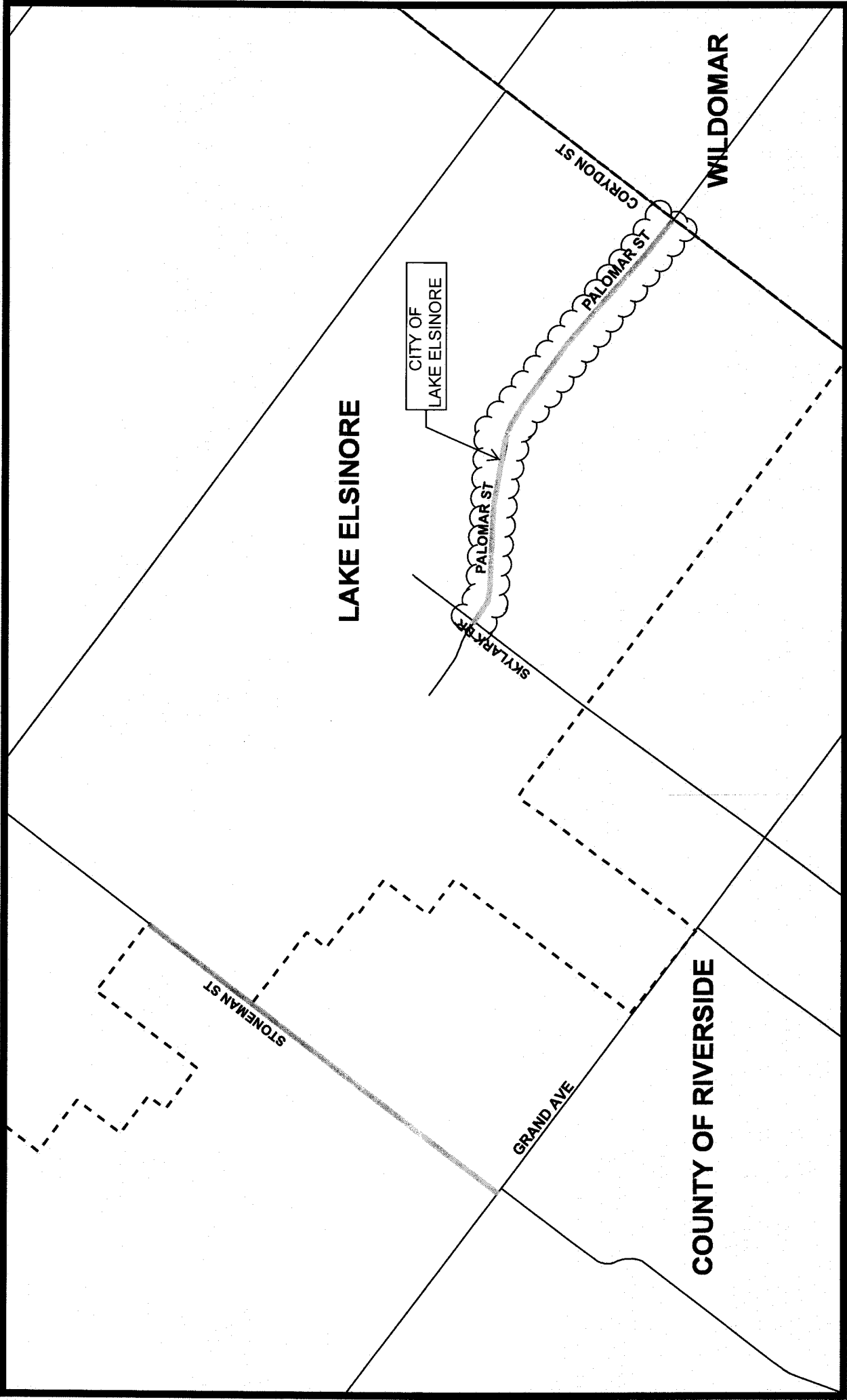
**ATTACHMENTS:**

Vicinity Map

Service Agreement

  
\_\_\_\_\_  
Scott Bruckner 1/23/2019

  
\_\_\_\_\_  
Gregory L. Priamos, Director County Counsel 1/22/2019



**LAKE ELSINORE**

**WILDOMAR**

**COUNTY OF RIVERSIDE**

CITY OF  
LAKE ELSINORE

CORYDON ST

PALOMAR ST

PALOMAR ST

SKYLINE DR

STONEMAN ST

GRAND AVE

SERVICE AGREEMENT BY AND BETWEEN  
COUNTY OF RIVERSIDE  
AND  
CITY OF LAKE ELSINORE  
FOR  
PALOMAR STREET  
SLURRY SEAL IMPROVEMENT

This Agreement is entered into this 29<sup>th</sup> day of January, 2019, by and between the County of Riverside, (hereinafter "COUNTY") on behalf of its Transportation Department, 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. WHEREAS, CITY has determined to seal the existing asphalt surface on Palomar Street from Skylark Drive to Corydon Street approximately 2760 linear feet by 46 feet wide in the Lake Elsinore area of Riverside County ("PROJECT"); and
- B. WHEREAS, CITY has determined that it requires the construction services to place the slurry seal on Palomar Street as shown in Exhibit A and that a Slurry Seal type 2 will be applied that consists of the application of a mixture of water, asphalt emulsion, aggregate, and chemical additives to an existing asphalt concrete pavement surface; and
- C. WHEREAS, COUNTY is fully qualified to administer the work that includes traffic control, rout and seal random cracks, replacement of any pavement marking, including cross walks, striping and raised pavement markers; and
- D. WHEREAS, COUNTY has slurry seal improvement project within the jurisdictional boundaries of COUNTY, the slurry seal improvements are sometimes hereinafter referred to collectively as "COUNTY PROJECT".
- E. WHEREAS, CITY will benefit from the cost savings associated with a larger improvement project, the slurry seal improvement described above within the jurisdictional boundaries of CITY is sometimes hereinafter referred to collectively as "CITY PROJECT".
- F. WHEREAS, CITY desires to work with the COUNTY to construct the CITY PROJECT, together with the

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1 COUNTY PROJECT since COUNTY has extensive experience in the development and implementation of  
2 similar type projects.

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

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

7 **AGREEMENT**

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

9 **SECTION 1 • COUNTY AGREES:**

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

- 1 7. Furnish a representative to perform the function of Resident Engineer during construction of CITY  
2 PROJECT.
- 3 8. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
4 soils and compaction tests, measurement and computation of quantities, testing of construction materials,  
5 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other  
6 inspection and staff services necessary to assure that the construction is performed in accordance with the  
7 PS&E documents.
- 8 9. Construct the CITY PROJECT in accordance with approved PS&E documents.
- 9 10. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid  
10 amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization by  
11 COUNTY. If any contract change order causes the construction contract to change by less than 10% of  
12 the bid amount for CITY PROJECT, COUNTY is authorized by CITY approval of this Agreement to move  
13 forward with such change.
- 14 11. Furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and  
15 acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final costs associated  
16 with the CITY PROJECT are in excess of the deposit provided in Section 2, COUNTY shall include a final  
17 bill with the financial reconciliation. If final costs associated with the CITY PROJECT are less than the  
18 deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial  
19 reconciliation.

20 **SECTION 2 • CITY AGREES:**

- 21 1. Fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY agrees  
22 that should unforeseen circumstances arise which result in an increase of any costs over those shown in  
23 Exhibit "B", CITY will in good faith amend this Agreement to include any such costs under this Agreement.
- 24 2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, sixty four  
25 thousand eight hundred fifty five dollars and eighty four cents (\$64,855.84) (the "Deposit"), which  
26 represents one hundred percent (100%) of the costs to complete construction including construction  
27 engineering, inspection and materials testing and contingency for CITY PROJECT, as provided in Exhibit  
28 "B".
- 29 3. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.

**Service Agreement for Palomar Street**

- 1 4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's  
2 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,  
3 including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT  
4 and CITY PROJECT.
- 5 5. Provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and  
6 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY  
7 PROJECT.
- 8 6. Provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer  
9 during the construction of the CITY PROJECT and to verify facilities are constructed as required by this  
10 Agreement.

11  
12 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 13 1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY  
14 PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the  
15 COUNTY to funding any portion of CITY PROJECT, or shall be construed as obligating the COUNTY to  
16 provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds  
17 are no longer available. In the event that adequate funds are not available to move forward or to complete  
18 CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for  
19 CITY PROJECT.
- 20 2. The total cost to CITY to complete construction, including construction engineering, inspection and  
21 materials testing and contingency for CITY PROJECT is estimated to be sixty four thousand eight hundred  
22 fifty five dollars and eighty four cents (\$64,855.84) as detailed in Exhibit "B".
- 23 3. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as  
24 required in Section 2.
- 25 4. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an  
26 Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by  
27 CITY.
- 28 5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
29 Slurry Seal Improvements, a policy of Commercial Liability Insurance, including coverage of Bodily Injury



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

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

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

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

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

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

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

**Service Agreement for Palomar Street**

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

4  
5 13. All notices, demands, invoices, and other communications required or permitted hereunder shall be in  
6 writing and delivered to the following addresses or such other address as the PARTIES may designate:

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9 COUNTY:

10 Riverside County Transportation Department

11 Attn: Patricia Romo,

12 Director of Transportation

13 4080 Lemon Street, 8th Floor

14 Riverside, CA 92501

15 Phone: (951) 955-6740  
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CITY:

City of Lake Elsinore

Attn: Julian Perez

Supervisor of Public Works

130 South Main Street

Lake Elsinore, CA 92530

Phone: (951) 674-5170 ext. 293

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

*[Signature]* Dated: 1/18/19  
for PATRICIA ROMO  
Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By *[Signature]* Dated: 1/22/19  
~~Kristine Bell-Valdez~~ Danielle Maland  
~~Supervising Deputy County Counsel~~

APPROVAL BY THE BOARD OF SUPERVISORS

*[Signature]* Dated: JAN 29 2019  
~~CHUCK WASHINGTON~~ KEVIN JEFFRIES  
PRINTED NAME  
Chairman, Riverside County Board of Supervisors

ATTEST:

*[Signature]* Dated: JAN 29 2019  
KECIA HARPER-HEM  
Clerk of the Board (SEAL)

CITY OF LAKE ELSINORE Approvals

APPROVED BY:

*[Signature]* Dated: 1/15/19  
Grant Yates  
PRINTED NAME  
City Manager

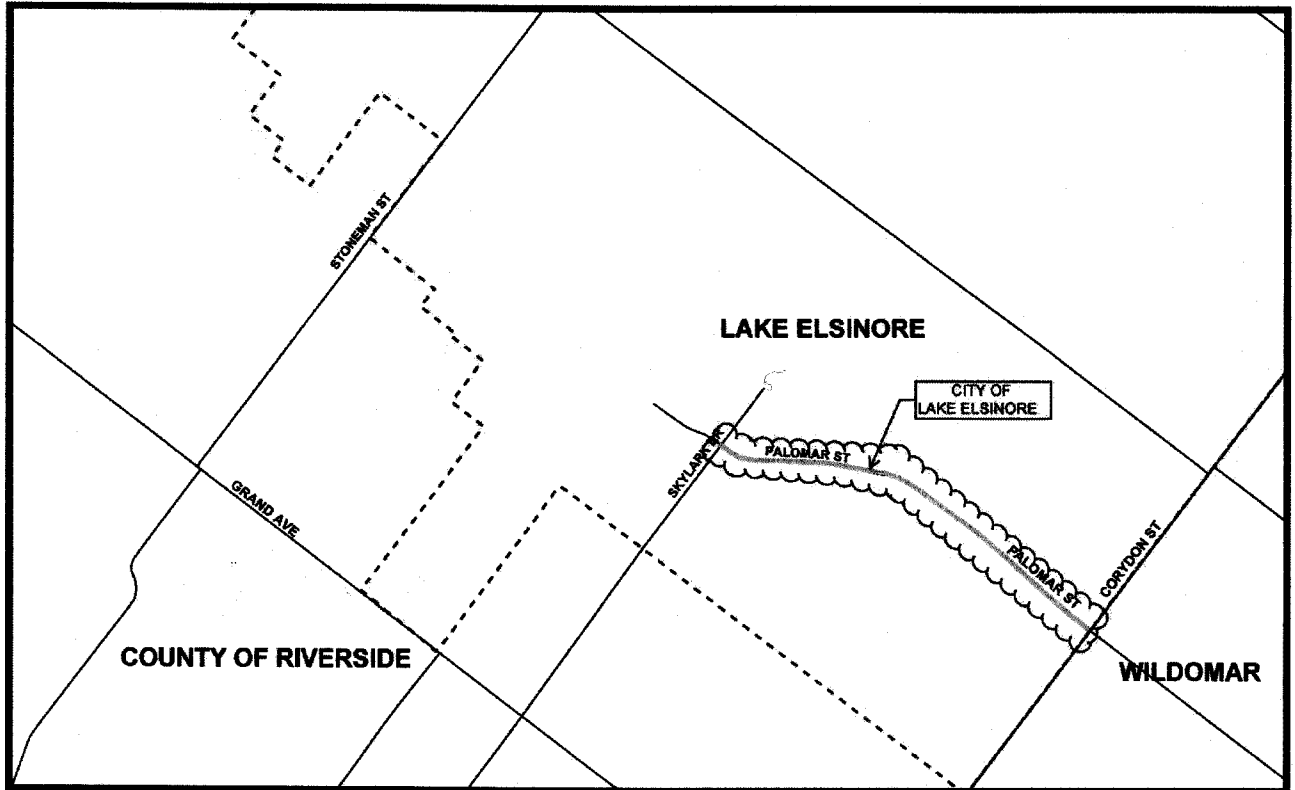
APPROVED AS TO FORM:

*[Signature]* Dated: 1-15-19  
BARBARA LIEBOLD  
PRINTED NAME  
City Attorney

ATTEST:

*[Signature]* Dated: 1/16/19  
MARK MAHAN  
PRINTED NAME  
Deputy City Clerk

EXHIBIT A  
VICINITY/PROJECT MAP



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EXHIBIT B  
CITY PROJECT BUDGET

**ESTIMATED COSTS:**

TASK	COSTS
Construction	\$47,322.70
Construction contingency	\$ 9,533.14
Construction Engineering & Inspection (15%)	\$ 8,000
<b>TOTAL COST</b>	<b>\$64,855.84</b>

Note: Construction cost is based on project bid results dated November 6, 2018.  
The bid summary report is included and made part of this agreement.

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