

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



**ITEM**  
3.38  
(ID # 10710)

**MEETING DATE:**

Tuesday, September 24, 2019

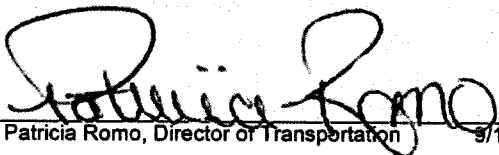
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:  
Approval of the Service Agreement by and between the County of Riverside and  
City of Hemet for the Whittier Avenue Resurfacing Project, District 3. [\$66,000  
Total Cost - 100% City Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and City of Hemet for the Whittier Avenue Roadway Improvements in the amount of \$66,000 for FY 19/20, and authorize the Chairman of the Board to execute the same.

**ACTION:**Policy

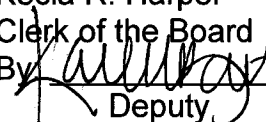
  
Patricia Romo, Director of Transportation 9/10/2019

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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:** September 24, 2019  
**xc:** Transp.

Kecia R. 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>	\$ 66,000	\$ 0	\$ 66,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% City of Hemet. There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20	

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

**BACKGROUND:**

**Summary**

The Transportation Improvement Program (TIP) provides for the resurfacing of Whittier Avenue between San Jacinto Street and Old Agency Road, located in the Community of East Hemet. The City of Hemet's jurisdiction is along the South side of Whittier Avenue between San Jacinto Street and 350' East of San Jacinto Street.

The Whittier Avenue Resurfacing Projects propose to mill and overlay the existing asphalt with Hot Mix Asphalt within the City's Jurisdiction.

The County of Riverside and the City of Hemet have designated the County as the lead agency for the projects. The Service Agreement establishes the roles and responsibilities of each agency for the construction of the projects and obligates the City of Hemet to fund 100% of the project within the jurisdictional boundaries of the City.

The City will make an initial \$66,000 deposit and will be provided with a full accounting of costs to the City at project completion. The estimated cost includes a 10% contingency for the City's portion of the work, after final accounting has been completed any remaining balances will be refunded to the City. The County is providing services and has no obligation to fund any portion of the project within the City's jurisdiction.

By Minute Order 3.48 of June 25, 2019, the Board of Supervisors advertised for bid the Whittier Avenue resurfacing project.

The Service Agreement was approved by the Hemet City Engineer on August 6, 2019.

County Council has approved the Agreement as to legal form.

Project No. C50027, Whittier Avenue Resurfacing Project

**Impact on Residents and Businesses**

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

The resurfacing project will provide the public with a smooth paved roadway that will improve the safety and efficiency of the roadway.

The work is scheduled to begin in late 2019. The work will be phased to keep the road open during construction as much as possible and will take approximately three month to complete.

**Additional Fiscal Information**

The City of Hemet will be responsible for funding 100% of the Whittier Avenue Resurfacing Project costs within the city jurisdiction.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Service Agreement

Vicinity Map



Jason Farin, Senior Management Analyst

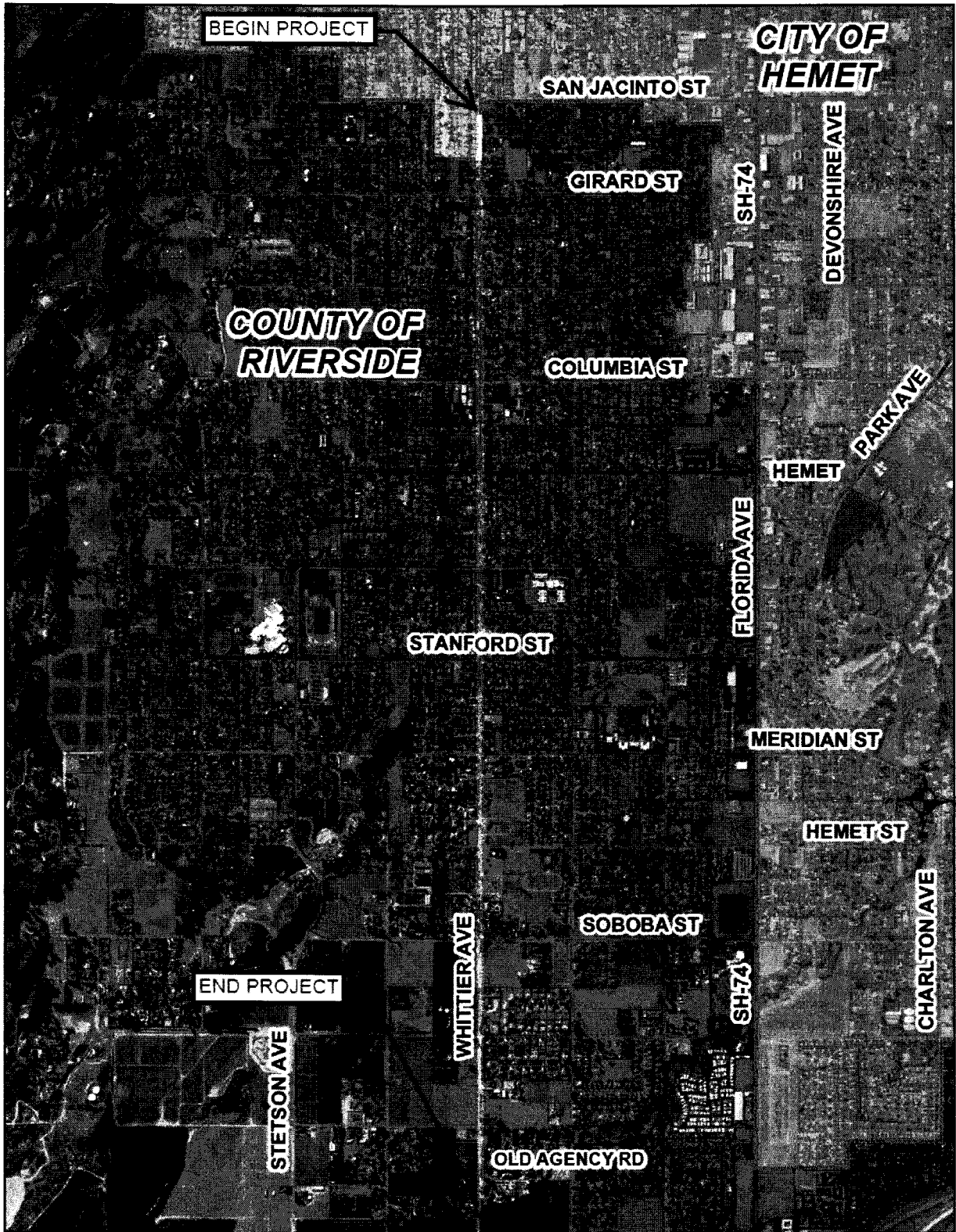
9/18/2019



Gregory V. Priamos, Director County Counsel

9/12/2019

EXHIBIT A – VICINITY / PROJECT MAP



0 850 1,700 3,400 Feet  
 1 inch = 1,700 feet



Whittier Avenue Resurfacing  
 C5-0027

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EXHIBIT B – CITY OF HEMET / COUNTY OF RIVERSIDE LIMITS



0 60 120 240 Feet  
1 inch = 120 feet



SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF HEMET

FOR

WHITTIER AVENUE ROADWAY IMPROVEMENTS

This Service Agreement for the Whittier Avenue Roadway Improvements ("Agreement") is entered into this 24th day of September, 2019, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Hemet, a municipal corporation, (hereinafter "CITY") for the Roadway Improvements to Whittier Avenue, 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. The COUNTY currently has a Roadway Improvement Project on Whittier Avenue from 200 feet easterly of San Jacinto Street to 500 feet easterly of Old Agency Road, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECT).
  - B. COUNTY and CITY have mutually agreed that Whittier Avenue, a 20 foot to 66 foot variable width two lane facility, between 200 feet easterly of San Jacinto Street to 500 feet easterly of Old Agency Road, is in need of roadway improvements.
  - C. The CITY limit is from the Whittier Avenue centerline southerly between San Jacinto Street to approximately 350 feet easterly of Olive Drive as shown on "Exhibit A" and "Exhibit B" (Vicinity / Project Map and City of Hemet / County of Riverside Limits) respectively. All improvement being proposed within CITY limits shall be referred to as CITY PROJECT.
  - D. The Roadway Improvement on Whittier Avenue will consist of two treatment types. The first treatment, from 200 feet easterly of San Jacinto Street to Hemet Street, will be to reconstruct the existing pavement consisting of removing the existing pavement, and placing back with Hot Mix Asphalt followed by Rubberized Hot Mix Asphalt. The second treatment, from Hemet Street to 500 feet easterly of Old Agency Road, will be to resurfacing consisting of pulverizing the existing pavement, and overlaying Hot Mix Asphalt followed by Rubberized Hot Mix Asphalt. Incidental work will include and not be limited to constructing curb
- CITY Service Agreement

**Whittier Avenue Roadway Improvements**

1 and gutter, sidewalk, driveways, dike, mailbox relocation, a safety edge, shoulder backing, repair of  
2 damaged concrete improvements, pavement widening, utility adjustments, replacement of signage, and  
3 striping the roadway.

4 E. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway  
5 improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce  
6 overall costs by processing the two separate jurisdictional improvements as one project.

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

9 G. 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 follows:

13 **SECTION 1 • COUNTY AGREES:**

14 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the  
15 CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit C" and  
16 has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECT.

17 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECT and submit to CITY  
18 for review and approval at appropriate stages of development. Final plans for improvements shall be  
19 prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.  
20 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit  
21 construction bids until CITY has approved the PS&E documents.

22 3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design  
23 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction,  
24 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,  
25 relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting  
26 utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the  
27 relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance  
28 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior  
29 rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility  
CITY Service Agreement

*Whittier Avenue Roadway Improvements*

- 1 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
- 2 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way
- 3 for the purposes of constructing CITY PROJECT.
- 4 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
- 5 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in
- 6 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
- 7 requirements, laws or regulations, including but not limited to the local agency public construction codes,
- 8 California Labor Code, and California Public Contract Code.
- 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 surveys,
- 12 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
- 13 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
- 14 inspection and staff services necessary to assure that the construction is performed in accordance with the
- 15 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 that are located within the jurisdictional boundaries of the
- 19 CITY to CITY for review and approval prior to final authorization by COUNTY.
- 20 11. To furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract
- 21 records, including survey documents, within three hundred and sixty-five (365) days following the
- 22 completion and acceptance of the CITY PROJECT construction contract. Electronic copies of completed
- 23 plans will be made available if CITY desires. If electronic copies are provided, they will be provided on CD-
- 24 R media.
- 25 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
- 26 and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's
- 27 improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the
- 28 financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit
- 29 provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial  
CITY Service Agreement



1 reconciliation.

2 **SECTION 2 • CITY AGREES:**

- 3 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should  
4 unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit C",  
5 CITY will in good faith amend this Agreement to include any such costs under this Agreement.
- 6 2. To deposit with COUNTY, within 30 days of executing this agreement, full value (**\$66,000**) (the "Deposit"),  
7 as provided in "Exhibit C".
- 8 3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
9 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and  
10 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and  
11 construction of the CITY PROJECT.
- 12 4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and  
13 the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement,  
14 if applicable.
- 15 5. To provide at no cost to the CITY PROJECT, oversight of the CITY PROJECT, to provide prompt reviews  
16 and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the  
17 CITY PROJECT.
- 18 6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for  
19 CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.

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

- 21 1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection  
22 and a material testing for CITY PROJECT, including a ten percent (10%) contingency, is estimated to be,  
23 sixty six thousand dollars (**\$66,000.00**) as detailed in "Exhibit C".
- 24 2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of  
25 CITY's deposit as required in Section 2.
- 26 3. If upon opening of bids for construction of the CITY PROJECT the bids indicate a cost overrun of no more  
27 than 10% of the Construction Cost Estimate as described in "Exhibit C", COUNTY may award the contract.
- 28 4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Construction Cost  
29 Estimate, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty  
CITY Service Agreement

**Whittier Avenue Roadway Improvements**

1 (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this  
2 Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs  
3 in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1). COUNTY  
4 shall reimburse CITY within forty five (45) days of termination.

5 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not  
6 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work  
7 has been issued by CITY.

8 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
9 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily  
10 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
11 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to  
12 each policy shall be required which name CITY, its officers, agents and employees, as additionally insured.  
13 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.  
14 COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured  
15 Endorsements which meet the requirements of this section to CITY prior to the start of construction.

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

19 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except  
20 as specified in this Agreement or future agreements.

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

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

1 CITY under this Agreement.

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

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

11 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
12 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the  
13 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any  
14 way.

15 14. This Agreement is to be construed in accordance with the laws of the State of California.

16 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.

17 16. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or  
18 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of  
19 Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of  
20 venue in such proceedings to any other county.

21 17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of  
22 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY  
23 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall  
24 not be construed against the party that prepared it in its final form.

25 18. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall  
26 not be construed to be a waiver of any subsequent or other breach of the same or any other provision  
27 hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete  
28 compliance with any of the provisions of this Agreement shall not be construed as in any manner changing  
29 the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

**Whittier Avenue Roadway Improvements**

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19. This Agreement and Exhibits A-C herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

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

22. 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: Patricia Romo,  
Director of Transportation  
4080 Lemon Street, 8th Floor  
Riverside, CA 92501  
Phone: (951) 955-6740

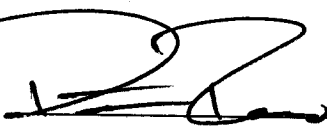
CITY:

City of Hemet  
Attn: Robert Vestal  
Principal Engineer  
510 E. Florida Ave.  
Hemet, CA 92543  
Phone: (760) 398-5744

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:


 Dated: 9-10-19

PATRICIA ROMO


Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 9/10/19  
Deputy K. Bell Valdez

APPROVAL BY THE BOARD OF SUPERVISORS

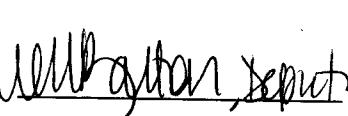
 Dated: SEP 24 2019

KEVIN JEFFRIES

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: SEP 24 2019

KECIA R HARPER

Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

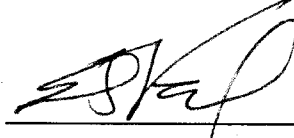
 Dated: 8/6/2019

Christopher R. Lopez

PRINTED NAME

Interim City Manager

APPROVED AS TO FORM:

 Dated: 8-14-19

Eric S. Vail

PRINTED NAME

City Attorney

ATTEST:

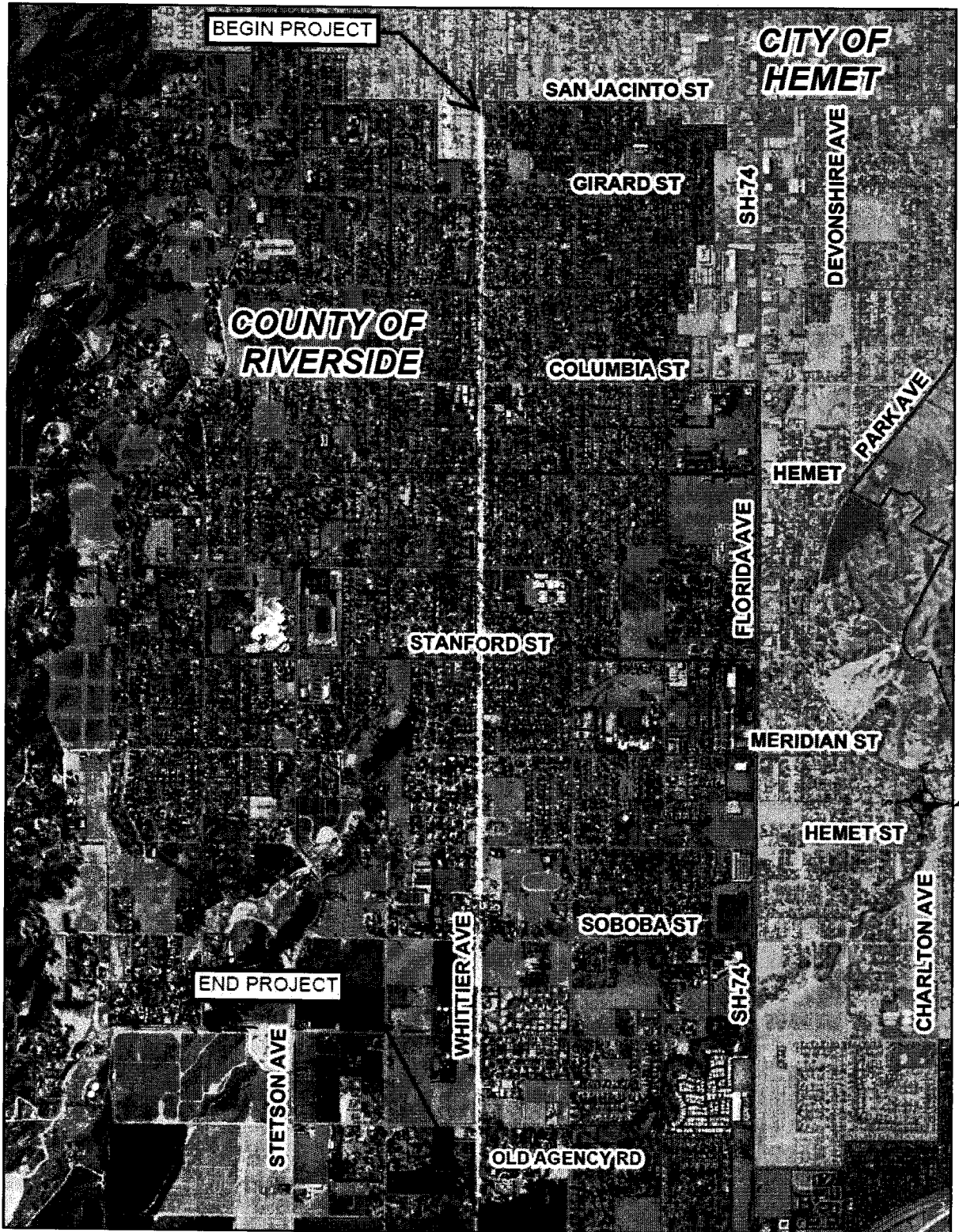
 Dated: 8-14-19

Lori Frontella

PRINTED NAME

Interim City Clerk

EXHIBIT A – VICINITY / PROJECT MAP



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1 inch = 1,700 feet



Whittier Avenue Resurfacing  
C5-0027

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EXHIBIT B – CITY OF HEMET / COUNTY OF RIVERSIDE LIMITS



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1 inch = 120 feet



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EXHIBIT C – CITY ESTIMATED PROJECT COSTS

TASK	TOTAL CITY COSTS
Construction Cost Estimate	\$53,000.00
Construction contingency (10%)	\$5,000.00
Construction Engineering & Inspection (15%)	\$8,000.00
<b>TOTAL PROJECT COST</b>	<b>\$66,000.00</b>

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