

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



**ITEM: 3.25
MT: (ID # 11065)**

MEETING DATE:

Tuesday, October 22, 2019

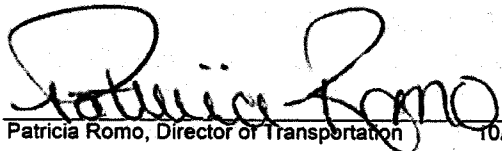
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Service Agreement by and between the County of Riverside and the City of Perris for the Dunlap Drive Pavement Rehabilitation project for FY 19/20. District 5. [\$102,330 Total - 100% Gas Tax]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project under the County of Riverside jurisdiction is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (c) – Existing Facilities;
2. Approve the Service Agreement between the County of Riverside and the City of Perris for the Dunlap Drive Pavement Rehabilitation project for Fiscal Year 19/20 and authorize the Chairman of the Board to execute the same; and
3. Direct the Clerk of the Board of Supervisors to file the Notice of Exemption with the County Clerk for posting within five (5) working days.


ACTION:Policy


Patricia Romo, Director of Transportation 10/4/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: October 22, 2019
xc: Transp.

Kecia R. Harper
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	\$ 102,330	\$ 0	\$ 102,330	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (100%). There are no General Funds used on this project.			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Dunlap Drive is a 2-lane roadway with a split jurisdiction between the City of Perris and the County of Riverside. This roadway has shown a rapid rate of deterioration due to a high volume of traffic. In July 2019, the City of Perris reached out to the County of Riverside to partner on rehabilitating Dunlap Drive. The City would take the lead on the contract administration and construction of the project.

The proposed rehabilitation project includes resurfacing a 4,900-foot segment of Dunlap Drive between Orange Avenue and Citrus Ave, and between Nuevo Road and San Jacinto Avenue. The proposed project will consist of pulverizing the existing roadway and overlaying with Hot Mix Asphalt (HMA). Additionally, a slurry seal treatment will be applied to the segment of Dunlap Drive between Citrus Road and Nuevo Road to extend the life of the pavement. The proposed project limit lies within the boundary between the City of Perris and the County of Riverside, which is split at the centerline of Dunlap Drive, see Attachment 1, Vicinity Map. The limits of the overlay and slurry seal work are shown in the same attachment.

The City of Perris approved the Service Agreement between the City of Perris and the County of Riverside for Dunlap Drive Pavement Rehabilitation at their October 8th City Council meeting.

Environmental Analysis:

The proposed segment of the Dunlap Drive project under the County's jurisdiction is exempt from CEQA under Section 15301 (c) because the project does not create additional automobile lanes and involves no expansion of use of the existing roadway and associated facilities.

Project Number: D0-0070

Impact on Residents and Businesses

A joint venture between City and County to rehabilitate roadways will benefit residents and businesses of adjacent communities by providing a safe and smooth pavement. Businesses and residents benefiting from the proposed improvement are: Orange Vista High School, community

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

churches, residential communities within the area, and various local businesses and developments.

SUPPLEMENTAL:

Additional Fiscal Information

The County's total contribution including construction and inspection is estimated to cost \$102,330. The City is expected to begin construction in November 2019 and finish in March 2020.

There are no County General Funds being used on this Project.

ATTACHMENTS

Agreement

Vicinity Map

Notice of Exemption and Journal Voucher



Jason Farin, Senior Management Analyst

10/16/2019

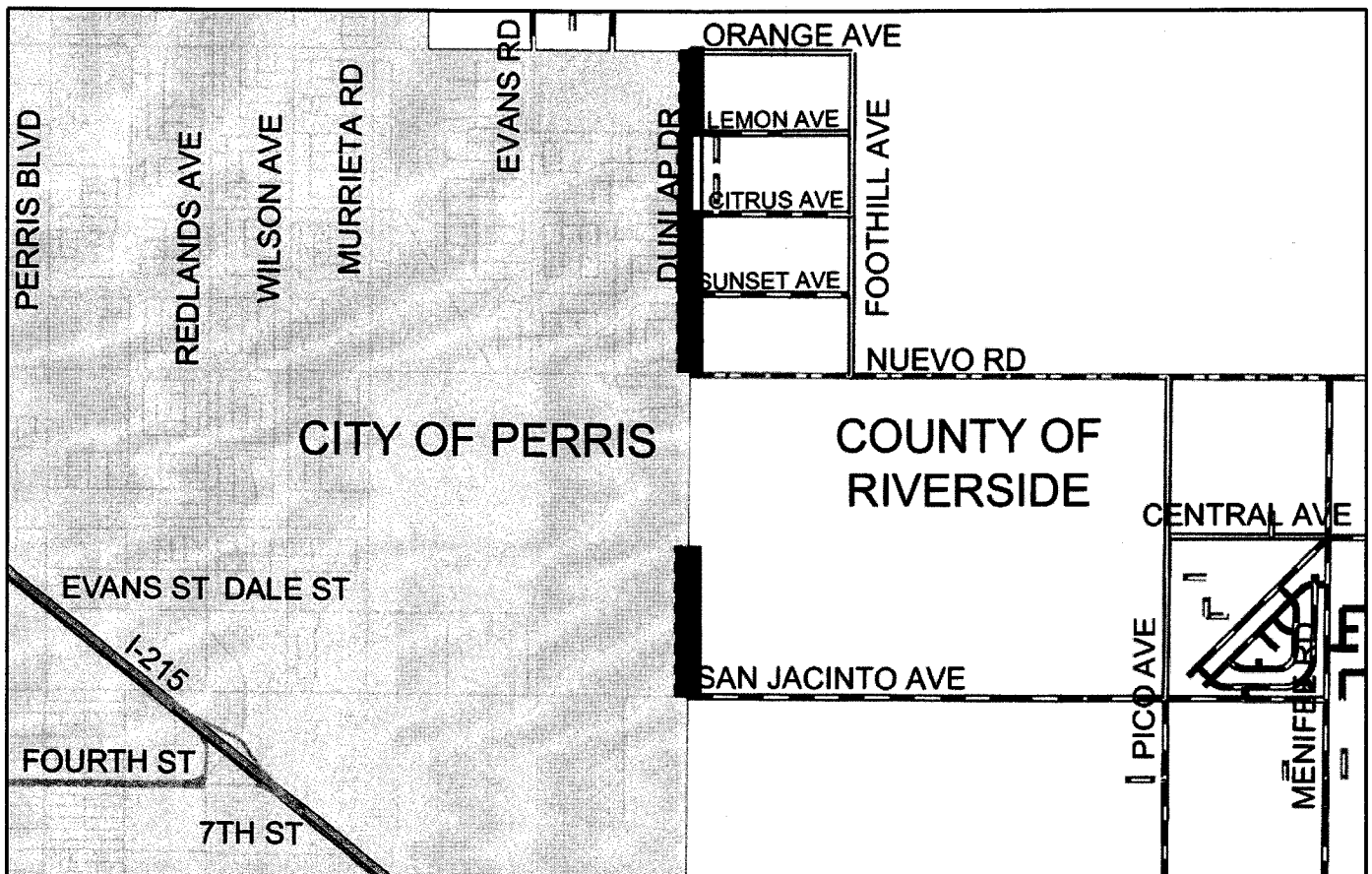
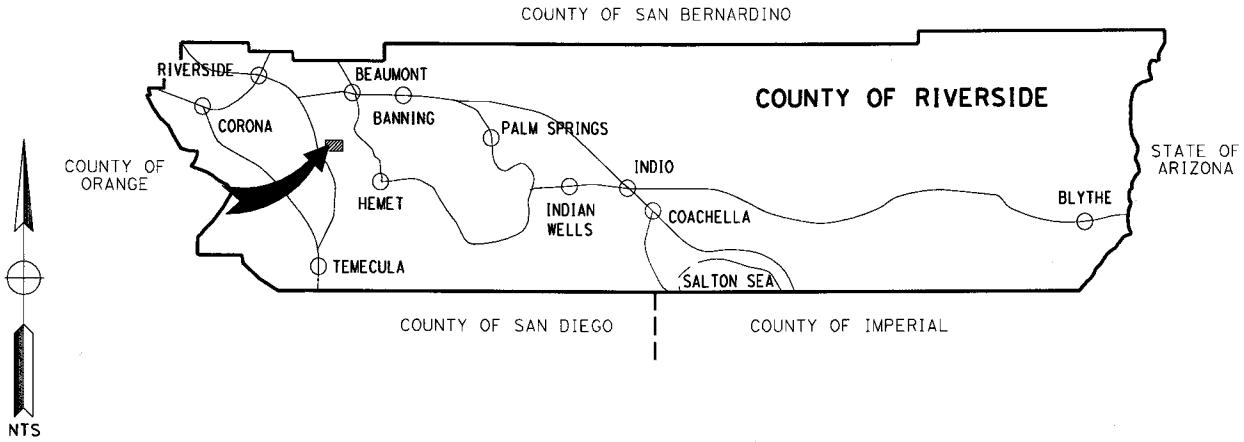


Gregory F. Priapros, Director County Counsel




10/10/2019

**C O U N T Y O F R I V E R S I D E
T R A N S P O R T A T I O N D E P A R T M E N T**

**DUNLAP DRIVE
PAVEMENT REHABILITATION**



LEGEND:

-  PULVERIZE & OVERLAY
-  SLURRY SEAL
-  NO WORK REQUIRED

TOWNSHIP 4S RANGE 3W
COUNTY ROADBOOK PAGE No. 62

ATTACHMENT 1 - VICINITY MAP



Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department NOTICE OF EXEMPTION

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development

October 3, 2019

PROJECT TITLE: Dunlap Drive Resurfacing Project
Work Order #D0-0070 Task Code #Z1530

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: City of Perris and Community of Nuevo

SUPERVISORIAL DISTRICTS: 5th

PROJECT DESCRIPTION: Dunlap Drive is proposed to be resurfaced, including a slurry seal treatment to segments of the road from San Jacinto Avenue to Orange Avenue, approximately 1.42 miles in length. Dunlap Drive will be resurfaced from San Jacinto Avenue to approximately 2,350 feet north of San Jacinto Avenue and from Citrus Avenue to Orange Avenue. The project will provide slurry seal treatment to Dunlap Drive from Nuevo Road to Citrus Avenue. Slurry seal treatments consist of an application of a mixture of asphalt emulsion, aggregate (very small crushed rock), water, and other additives over the existing asphalt pavement surface. The treatments are provided as preventative maintenance to extend the life of the pavement.

The proposed project will include the following:


- Grading, compacting, and paving the roadway with Hot Mix Asphalt (HMA)
- Striping of roadway
- Surface sealing of roadway with slurry

Dunlap Drive is a 2-lane roadway with jurisdiction that is divided between the City of Perris and the County of Riverside. The east side of Dunlap Drive is within the County's jurisdiction and the west side is within the City of Perris' jurisdiction. The proposed project includes work done on both sides of Dunlap Drive. The City of Perris, not the County, will be taking lead on the construction of the project for both sides of Dunlap Drive.

ENVIRONMENTAL ANALYSIS:

The proposed project will be constructed within existing County and City of Perris right of way. Temporary construction easements may be required for the proposed improvements.

This project is subject to compliance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Portions of the project are within cell criteria areas. In accordance with Section 7 of the Western Riverside County MSHCP, necessary operation and maintenance along existing roadways are considered a covered activity within and outside of cell criteria areas. This project will resurface and conduct road maintenance within the roadbed of an existing road. The project is considered to be a safety improvement project under operation and maintenance and therefore is a covered activity.

Original Negative Declaration/Notice of
Determination was routed to County
Clerk for posting on.
10/2/19 Date  Initial

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If tree and/or vegetation removal takes place during the migratory bird breeding season (March 1st – September 1st), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act (MBTA).

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

Section 15301 (c) – Existing Facilities – The proposed project will resurface Dunlap Drive, including a slurry seal treatment to segments of Dunlap Drive from San Jacinto Avenue to Orange Avenue. The improvements within County right of way are exempt from CEQA under Section 15301 (c) because it does not create additional automobile lanes and involves negligible or no expansion of existing or former use of the existing roadway and associated facilities.

By: Mohamed Eissa, Assistant Transportation Planner

Signed: Mary Zambon
Mary Zambon, Environmental Project Manager

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-
537280-20000-3130500000 ZD00070C Z1530

AUTHORIZATION NUMBER: W.O.#ZD00070C, Task Code Z1530

AMOUNT: \$50.00

DATE: October 3, 2019

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mary Zambon, Environmental Project Manager

Signature: MZambon

PRESENTED BY: Mohamed Eissa

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Transportation Department

Patricia Romo, P.E.
Director of Transportation

Mojahed Salama, P.E.
Deputy for Transportation Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation Planning and
Development

DATE: October 3, 2019

TO: Kiyomi Moore, ACR Technician III

FROM: *MZambon*
Mary Zambon, Environmental Project Manager

RE: **Dunlap Drive Resurfacing Project**
W.O.#ZD00070 Task Code #Z1530

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 82-213, Division 11, Section 205C. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Mohamed Eissa. If you have any questions, please contact me at (951) 955-1506.

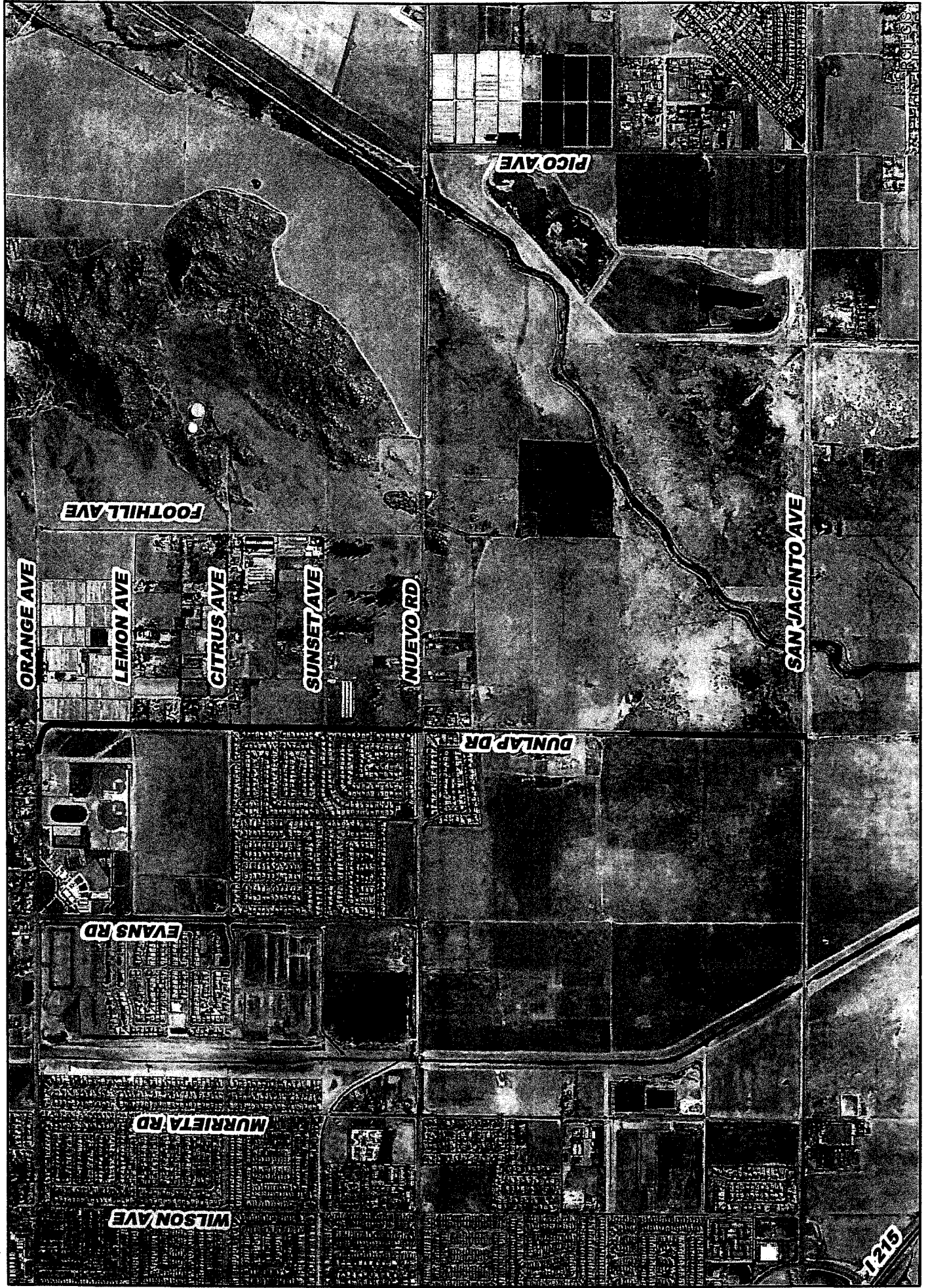
Attachment

cc: file

Dunlap Drive Resurfacing

— Project Limits

0 800 1,600 3,200 Feet
1 inch = 1,687 feet
Orthophotos Flown 2016



11213

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you

Service Agreement for Dunlap Drive

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SERVICE AGREEMENT BY AND BETWEEN

CITY OF PERRIS

AND

COUNTY OF RIVERSIDE

FOR

DUNLAP DRIVE

PAVEMENT REHABILITATION

This Agreement is entered into this _____ day of _____, 2019, by and between the City of Perris, a municipal corporation (hereinafter "CITY"), and the County of Riverside, (hereinafter "COUNTY") on behalf of its Transportation Department, for pavement rehabilitation improvements located within the jurisdictional boundaries of COUNTY. The CITY and COUNTY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. WHEREAS, COUNTY has determined to rehabilitate the existing asphalt surface on Dunlap Drive from San Jacinto Avenue to Orange Avenue for approximately 1.5 linear miles in the Perris area of Riverside County ("PROJECT"); and
- B. WHEREAS, COUNTY has determined that it requires the construction services to rehabilitate Dunlap Drive as shown in Exhibit A; and
- C. WHEREAS, CITY is fully qualified to administer the work that includes traffic control, replacement of any pavement marking, including cross walks, striping and raised pavement markers; and
- D. WHEREAS, CITY has pavement rehabilitation project within the jurisdictional boundaries of CITY, the pavement rehabilitation along Dunlap Drive are sometimes hereinafter referred to collectively as "CITY PROJECT".
- E. WHEREAS, COUNTY will benefit from the cost savings associated with a larger improvement project, the pavement rehabilitation described above within the jurisdictional boundaries of COUNTY is sometimes hereinafter referred to collectively as "COUNTY PROJECT".

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

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

6 H. WHEREAS, CITY and COUNTY desire to define herein the terms and conditions under which said
7 COUNTY PROJECT is 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 • CITY AGREES:**

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

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 COUNTY.

4 7. Furnish a representative to perform the function of Resident Engineer during construction of COUNTY
5 PROJECT.

6 8. 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. Construct the COUNTY PROJECT in accordance with approved PS&E documents.

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

17 11. Furnish COUNTY a final reconciliation of project expenses within ninety (90) days following the completion
18 and acceptance of the CITY PROJECT and COUNTY PROJECT construction contract. Such final
19 reconciliation shall include, but not be limited to, any additional costs provided in Subsection 10 of Section
20 1 and Subsection 1 of Section 2. If final costs associated with the COUNTY PROJECT are in excess of
21 the Deposit provided in Section 2, CITY shall include a final bill with the financial reconciliation. If final costs
22 associated with the COUNTY PROJECT are less than the deposit provided in Section 2, CITY shall include
23 a reimbursement for the difference with the financial reconciliation.

24 12. Provide COUNTY one complete set of reproducible as-built plans and all contract documents including
25 calculations, estimates, and other documents produced as part of this contract within 90 days after
26 completion and acceptance of the COUNTY project.

27 **SECTION 2 • COUNTY AGREES:**

1. Fund one hundred percent (100%) of the cost of the COUNTY PROJECT, as shown in Exhibit "B".
COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", COUNTY will pay such costs pursuant to Subsection 11 of Section 1.
2. Deposit with CITY, prior to CITY start of work and upon written request by CITY, one hundred two thousand three hundred thirty dollars (\$102,330.00) (the "Deposit"), which represents one hundred percent (100%) of the costs to complete construction including construction engineering, inspection and materials testing and contingency for COUNTY PROJECT, as provided in Exhibit "B" .
3. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the COUNTY PROJECT.
4. Issue, at no cost to CITY or its contractor, upon proper application by CITY or CITY's contractor, an encroachment permit authorizing entry onto COUNTY right-of-way to complete construction, including traffic control, construction survey, inspection and materials testing for the CITY PROJECT and COUNTY PROJECT.
5. Provide at no cost to the CITY, oversight of the COUNTY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of the COUNTY PROJECT.
6. Provide at no cost to CITY, a representative to coordinate and assist the CITY Resident Engineer during the construction of the COUNTY PROJECT and to verify facilities are constructed as required by this Agreement.
7. Pay CITY for any final costs associated with the COUNTY PROJECT that are in excess of the Deposit as determined pursuant to Subsection 11 of Section 1.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY and COUNTY acknowledge and agree that any funding shortfall for the completion of the COUNTY PROJECT will be the sole responsibility of COUNTY. Nothing in this Agreement is intended to commit the CITY to funding any portion of COUNTY PROJECT, or shall be construed as obligating the CITY to provide replacement funding for any anticipated funding or to continue with the COUNTY PROJECT, if funds are

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

4 2. The total cost to COUNTY to complete construction, including construction engineering, inspection and
5 materials testing and contingency for COUNTY PROJECT is estimated to be one hundred two thousand
6 three hundred thirty dollars (\$102,330.00) as detailed in Exhibit "B".

7 3. CITY shall not be obligated to commence the COUNTY PROJECT until after receipt of COUNTY's Deposit
8 as required in Section 2, and CITY shall not be obligated to continue or complete COUNTY PROJECT if
9 there are insufficient funds in the COUNTY's Deposit. Further, City shall not be obligated to commence the
10 COUNTY PROJECT until after receipt of COUNTY's CEQA clearance for the COUNTY PROJECT in writing
11 as specified in subsection 3 of Section 1.

12 4. Construction by CITY of improvements for COUNTY PROJECT shall not be commenced until an
13 Encroachment Permit to CITY, or CITY's contractor, authorizing such work has been issued by COUNTY.

14 5. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the Dunlap
15 Drive pavement rehabilitation, a policy of Commercial Liability Insurance, including coverage of Bodily Injury
16 Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a
17 policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
18 policy shall be required which name COUNTY, its officers, agents and employees, as additionally insured.
19 CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall cause
20 CITY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet
21 the requirements of this section to COUNTY 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. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY PROJECT
26 except 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

1 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
2 party hereto.

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

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

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

18 12. COUNTY and CITY shall retain or cause to be retained for audit, all records and accounts relating to Dunlap
19 Drive pavement rehabilitation for a period of minimum three (3) years from the date of Notice of Completion
20 of the CITY PROJECT and COUNTY 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:
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Service Agreement for Dunlap Drive

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CITY:
City of Perris
Attn: Stuart McKibbin
City Engineer
24 South D Street, Suite 100
Perris, CA 92570
Phone: (951) 943-6504

COUNTY:
Riverside County Transportation Department
Attn: Patricia Romo
Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740

APPROVALS


CITY OF PERRIS Approvals

APPROVED BY:

 Dated: 1/9/20

Richard Belmudez
PRINTED NAME
City Manager

APPROVED AS TO FORM:

 Dated: 1/06/20

Eric Dunn
PRINTED NAME
City Attorney

ATTEST:

 Dated: 1/9/20

Nancy Salazar
PRINTED NAME
City Clerk

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 10-9-19

PATRICIA ROMO
Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 10-10-19

Synthia Gunzel
Chief Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: OCT 22 2019

KEVIN JEFFRIES
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: OCT 22 2019

KECIA HARPER-HEM
Clerk of the Board (SEAL)

**EXHIBIT A
VICINITY/PROJECT MAP**

See Attached

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EXHIBIT B
COUNTY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	\$93,028.00
Construction Engineering & Inspection (10%)	\$ 9,302.00
TOTAL COST	\$102,330.00

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