

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



**ITEM: 3.44**  
(ID # 15431)

**MEETING DATE:**

Tuesday, August 17, 2021

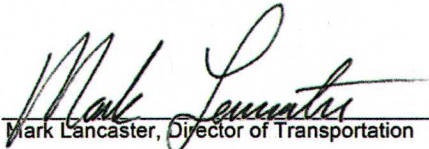
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Service Agreement by and between the County of Riverside and City of Lake Elsinore for the Grand Avenue Roadway Improvements, District 1. [\$555,167 Total Cost - City of Lake Elsinore Funds 100%]

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

1. Approve the Service Agreement by and between the County of Riverside and City of Lake Elsinore for the Grand Avenue Roadway Improvements in the amount of \$555,167 for FY 21/22, and authorize the Chair of the Board to execute the same.

**ACTION:Policy**


  
Mark Lancaster, Director of Transportation 7/7/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries 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: August 17, 2021  
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>  | \$ 555,167                  | \$ 0                     | \$ 555,167                    | \$ 0                |
| <b>NET COUNTY COST</b>   | \$ 0                        | \$ 0                     | \$ 0                          | \$ 0                |
| <b>SOURCE OF FUNDS:</b> 100% City of Lake Elsinore. There are no General Funds used in this project. |                             |                          | <b>Budget Adjustment:</b> No  |                     |
|  |                             |                          | <b>For Fiscal Year:</b> 21/22 |                     |

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

**BACKGROUND:**

**Summary**

The Transportation Improvement Program (TIP) provides for the resurfacing of Grand Avenue between Plumas Street and Audelo Road located in the Community of West Elsinore. The City of Lake Elsinore has requested that the County include two nearby segments of Grand Avenue within the City limits to the County's resurfacing project. The City has requested that the County include a segment between Machado Street and Riverside Drive as well as the segment between Bonnie Lea Drive and Ortega Highway.

The Grand Avenue Resurfacing Projects propose to mill and overlay the existing asphalt with Hot Mix Asphalt as well as reconstruct localized segments within the City's Jurisdiction.

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

The City will make an initial \$555,167 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.

The Service Agreement was approved by the Lake Elsinore City Council on June 22, 2021.

County Council has approved the Agreement as to legal form.

Project No. C6-073, Grand Avenue Resurfacing Project

**Impact on Residents and Businesses**

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

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

The work is scheduled to begin in Summer 2021. The work will be phased to keep the road open during construction as much as possible and will take approximately three months to complete.

**Additional Fiscal Information**

The City of Lake Elsinore will be responsible for funding 100% of the Grand Avenue Resurfacing Project costs within the city jurisdiction. No General Funds will be used on this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Service Agreement  
Vicinity Map



Jason Farin, Principal Management Analyst 8/10/2021



Gregory V. Priamos, Director County Counsel 8/9/2021



**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF LAKE ELSINORE**

**FOR**

**GRAND AVENUE ROADWAY IMPROVEMENTS**

This Service Agreement for the Grand Avenue Roadway Improvements ("Agreement") is entered into this 17<sup>th</sup> day of August, 2021, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Lake Elsinore, a municipal corporation, (hereinafter "CITY") for the Roadway Improvements to Grand Avenue, located within the jurisdictional boundaries of the 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 Grand Avenue from Plumas Street to Audelo Street, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECT).
- B. COUNTY and CITY have mutually agreed that Grand Avenue, a 54-foot to 76-foot variable width two lane facility between Machado Street and Riverside Drive and between Ortega Highway and Bonnie Lea Drive, within the CITY limits, is in need of roadway improvements.
- C. The COUNTY PROJECT is in the vicinity of proposed CITY improvements, as shown on "Exhibit A" (Vicinity Map). All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
- D. The improvements on Grand Avenue (COUNTY PROJECT) will consist of resurfacing the roadway consisting of milling the existing pavement and overlaying with Hot Mix Asphalt. Incidental work will include and not be limited to reconstructing portions of the roadway, reconstructing portions of curb and gutter, reconstructing cross-gutters and spandrels, reconstructing curb ramps, constructing driveways, reconstructing driveways, placing an asphalt safety edge, placing shoulder backing, replacement of signage, and striping the roadway.

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Grand Avenue Roadway Improvements

- E. COUNTY has awarded a construction contract for COUNTY PROJECT.
- F. The improvement on Grand Avenue for CITY PROJECT are of similar type and scope as COUNTY PROJECT and will be added to COUNTY PROJECT as a contract change order. COUNTY has provided CITY with Engineers Estimate for CITY PROJECT, actual costs to be determined by COUNTY Contractors Change Order Proposal.
- G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT.
- I. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

**AGREEMENT**

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

**SECTION 1 • COUNTY AGREES:**

- 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit B" and has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECT.
- 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY. COUNTY has provided Engineers Estimate for cost of CITY PROJECT, work shall commence after COUNTY receives Change Order Proposal from COUNTY Contractor and Section 3, Item 3 and 4 of this Agreement are satisfied.
- 3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,



## Grand Avenue Roadway Improvements

1 relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting  
2 utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the  
3 relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance  
4 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior  
5 rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility  
6 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.

- 7
- 8 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way  
for the purposes of constructing CITY PROJECT.
- 9
- 10 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
- 11
- 12 6. To administer a public works contract for the construction of the CITY PROJECT in accordance with all  
applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or  
13 regulations, including but not limited to the local agency public construction codes, California Labor Code,  
and California Public Contract Code.
- 14
- 15 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY  
PROJECT.
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- 17 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
soils and compaction tests, measurement and computation of quantities, testing of construction materials,  
18 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other  
inspection and staff services necessary to assure that the construction is performed in accordance with the  
19 PS&E documents.
- 20
- 21 9. To construct the CITY PROJECT in accordance with approved PS&E documents.
- 22
- 23 10. To submit any contract change order that causes the construction contract to exceed 10% of the Engineers  
Estimate amount for CITY PROJECT improvements that are located within the jurisdictional boundaries of  
24 the CITY to CITY for review and approval prior to final authorization by COUNTY.
- 25
- 26 11. To furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract  
records, including survey documents, within three hundred and sixty-five (365) days following the  
27 completion and acceptance of the CITY PROJECT construction contract. Electronic copies of completed  
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Grand Avenue Roadway Improvements

plans will be made available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.

12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

**SECTION 2 • CITY AGREES:**

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement.
2. To deposit with COUNTY, within 30 days of executing this agreement five hundred fifty five thousand one hundred sixty seven dollars (\$555,167) (the "Deposit"), as provided in "Exhibit B".
3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and construction of the CITY PROJECT.
4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
5. To provide at no cost to the CITY PROJECT, oversight of the CITY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY PROJECT.
6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.

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



Grand Avenue Roadway Improvements

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including a ten percent (10%) contingency, is estimated to be, five hundred fifty five thousand one hundred sixty seven dollars (\$555,167) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's deposit as required in Section 2.
3. If Change Order Proposal from COUNTY contractor for CITY PROJECT indicate a cost overrun of no more than 10% of the Engineers Estimate as described in "Exhibit B", COUNTY may proceed with CITY PROJECT.
4. If upon receiving Change Order Proposal, it is found that a cost overrun exceeding ten percent (10%) of the Engineers Estimate is anticipated, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after fifteen (15) calendar days from the date of receiving Change Order Proposal, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1). COUNTY shall reimburse CITY within forty five (45) days of termination.
5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will



Grand Avenue Roadway Improvements

1 be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
2 will be necessary to transfer ownership.

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

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

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

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

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

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

Grand Avenue Roadway Improvements

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- 14. This Agreement is to be construed in accordance with the laws of the State of California.
- 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.
- 16. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.
- 18. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
- 19. This Agreement and Exhibits A-B 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



Grand Avenue Roadway Improvements

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writing and delivered to the following addresses or such other address as the PARTIES may designate:

COUNTY:  
Riverside County Transportation Department  
Attn: Mark Lancaster,  
Director of Transportation  
4080 Lemon Street, 8th Floor  
Riverside, CA 92501  
Phone: (951) 955-6747

CITY:  
City of Lake Elsinore  
Attn: Remon Habib  
City Engineer  
130 South Main Street  
Lake Elsinore, Ca. 92530  
Phone: (951) 674-3124

Grand Avenue Roadway Improvements

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 7-13-2021

MARK LANCASTER  
Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By [Signature] Dated: 8/9/21  
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Karen S. Spiegel Dated: 08/17/2021

**KAREN SPIEGEL**  
PRINTED NAME  
Chair, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: 8/17/2021

KECIA R HARPER  
Clerk of the Board (SEAL)

CITY Service Agreement

CITY Approvals

APPROVED BY:

DocuSigned by:  
[Signature] Dated: 7/1/2021 | 10:2

Robert E. Magee  
PRINTED NAME  
CITY Mayor

APPROVED AS TO FORM:

DocuSigned by:  
[Signature] Dated: 7/1/2021 | 9:33

Barbara Leibold  
PRINTED NAME  
CITY Attorney

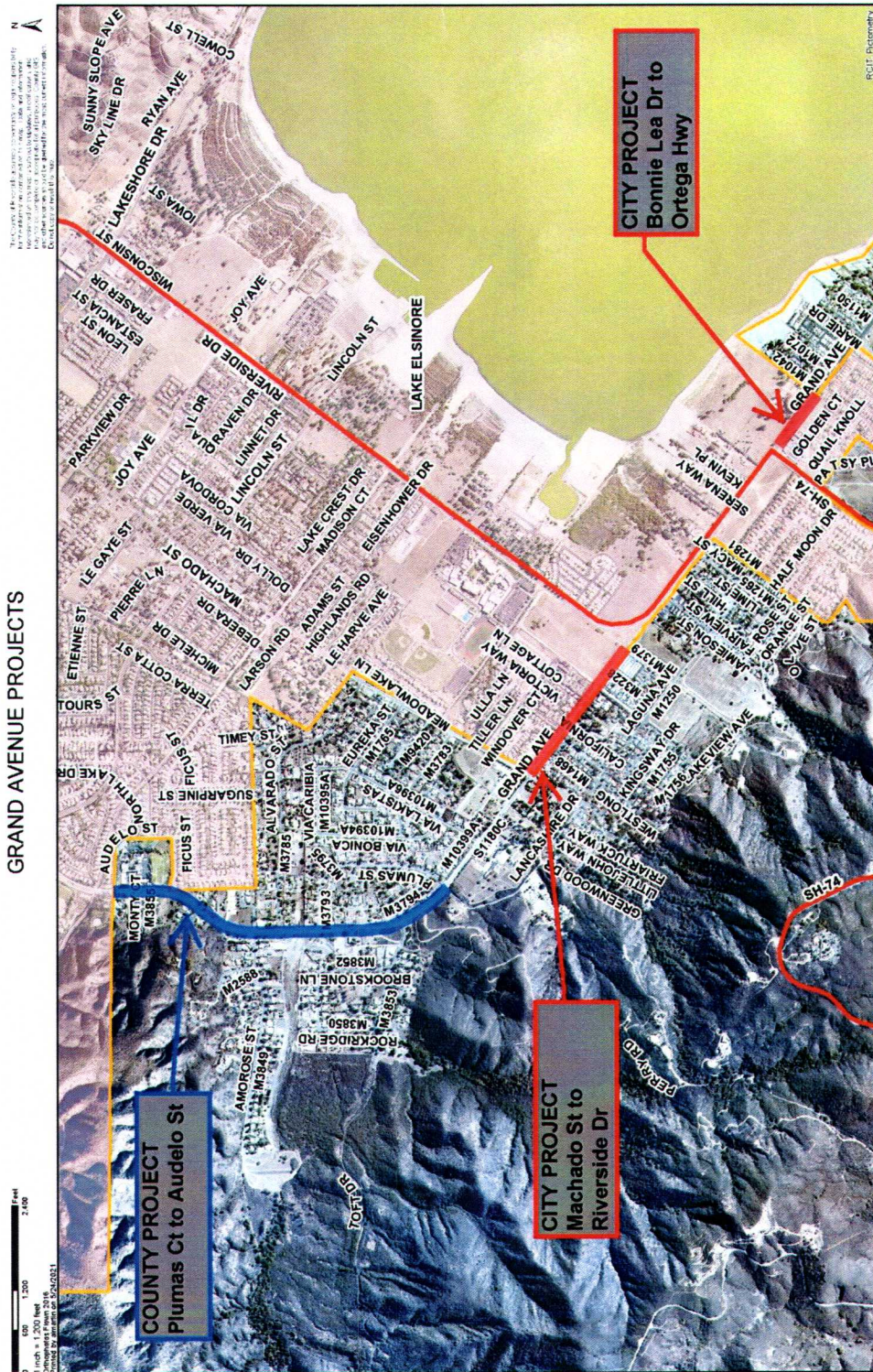
ATTEST:

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[Signature] Dated: 7/2/2021 | 4:22

Candice Alvarez  
PRINTED NAME  
CITY Clerk



EXHIBIT A – VICINITY MAP



C6-0073 Grand Avenue Resurfacing

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**EXHIBIT B – CITY ESTIMATED PROJECT COSTS**

| TASK  | TOTAL CITY COSTS    |
|---|---------------------|
| Construction Cost Estimate                  | \$444,134.00        |
| Construction contingency (10%)              | \$44,413.00         |
| Construction Engineering & Inspection (15%) | \$66,620.00         |
| <b>TOTAL PROJECT COST</b>                   | <b>\$555,167.00</b> |

CITY Deposit to be 100% of Total City Costs