

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



ITEM: 3.48
(ID # 17974)

MEETING DATE:
Tuesday, January 11, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Service Agreement by and between the County of Riverside and the City of Lake Elsinore for the Grand Avenue Microsurfacing Improvements for Fiscal Year 2021/22. District 1. [\$25,004 Total Cost - Local Funds 100%] (Companion Item to MT No. 17925)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and the City of Lake Elsinore for the Grand Avenue Microsurfacing Improvements in the amount of \$25,004 for FY 21/22; and
2. Authorize the Chair of the Board to execute the same.

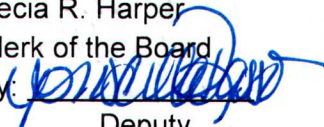
ACTION:Policy


Mark Lancaster, Director of Transportation 12/14/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: January 11, 2022
xc: TLMA-Trans

Kecia R. Harper
Clerk of the Board
By: 
Deputy

(Companion Item 3.45)

**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	\$ 25,004	\$ 0	\$ 25,004	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Lake Elsinore (100%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) is proposing to apply microsurfacing seal to approximately 1,600 feet of Grand Avenue as one of the roads in the Slurry Seal Project for 1st District. Two segments of Grand Avenue are within the City of Lake Elsinore (City) jurisdiction. The City has requested that these segments of Grand Avenue be included in the County's Slurry Seal Project.

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 microsurfacing improvements within the jurisdictional boundaries of the City.

The City will deposit \$25,004.00 prior to the start of the construction contract. The County is providing the services and has no obligation to fund any portion of the project within the City's jurisdiction.

By Minute Order dated September 28, 2021 (Agenda Item 3.21), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Slurry Seal Project for Fiscal Year 2021/22 at various locations in the 1st Supervisorial District. Bids were opened on October 27, 2021 and the contract award is a companion item on this same board agenda.

This Service Agreement was approved by the Lake Elsinore City Council on December 8, 2021.

County Counsel has approved the agreement as to legal form.

Project Number: D2-0006

Impact on Residents and Businesses

The proposed improvements will improve safety and enhance operational efficiency for traffic on Grand Avenue. The microsurfacing treatment will also preserve and extend the life of the road thereby reducing the need for resurfacing, which is ten times more costly.

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

Additional Fiscal Information

The City of Lake Elsinore will be responsible for 100% of the Grand Avenue Slurry Seal Improvement costs within the city jurisdiction.

Contract History and Price Reasonableness

N/A

Attachments

Vicinity Map

Agreement



Jason Farin, Principal Management Analyst

1/5/2022

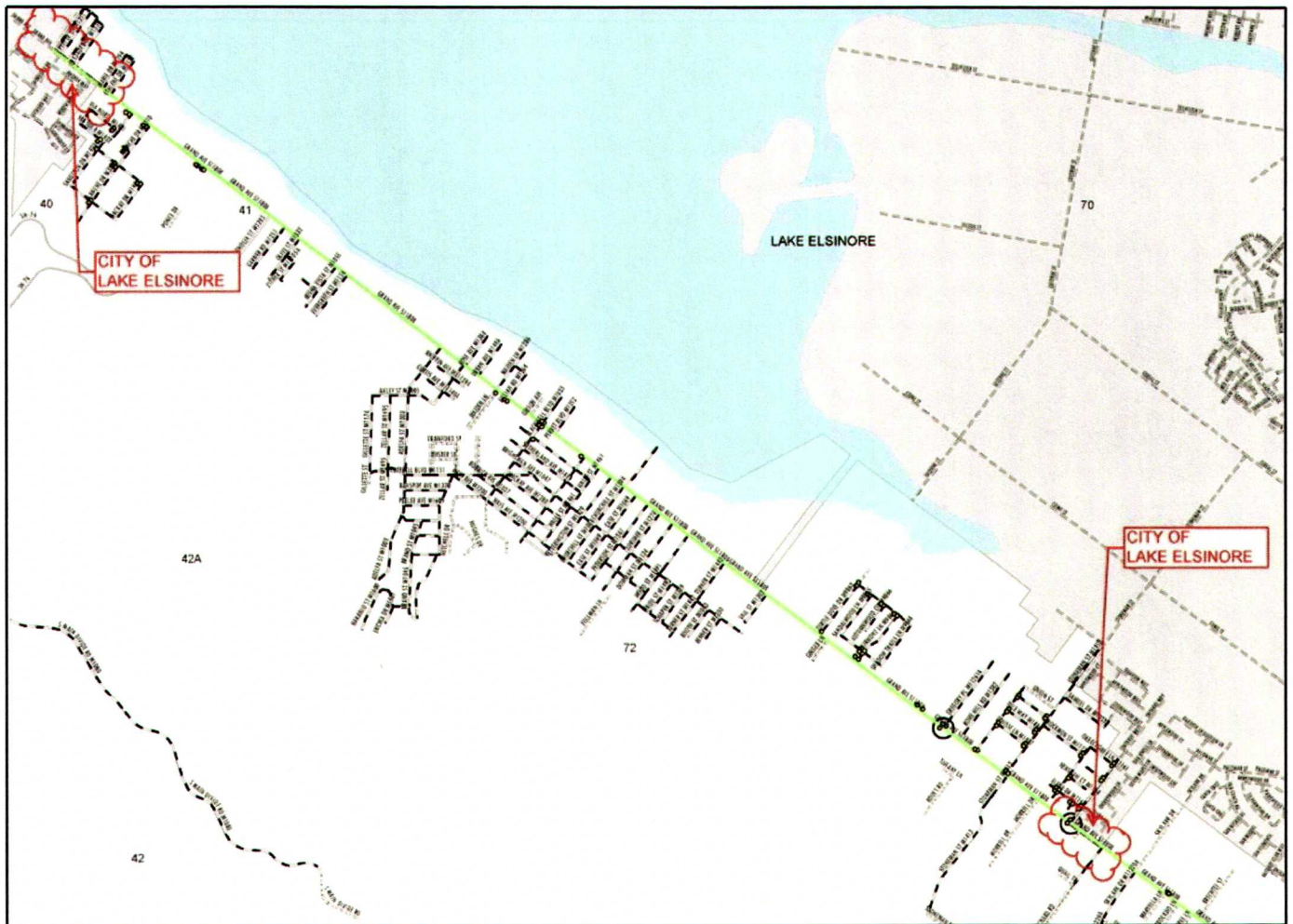
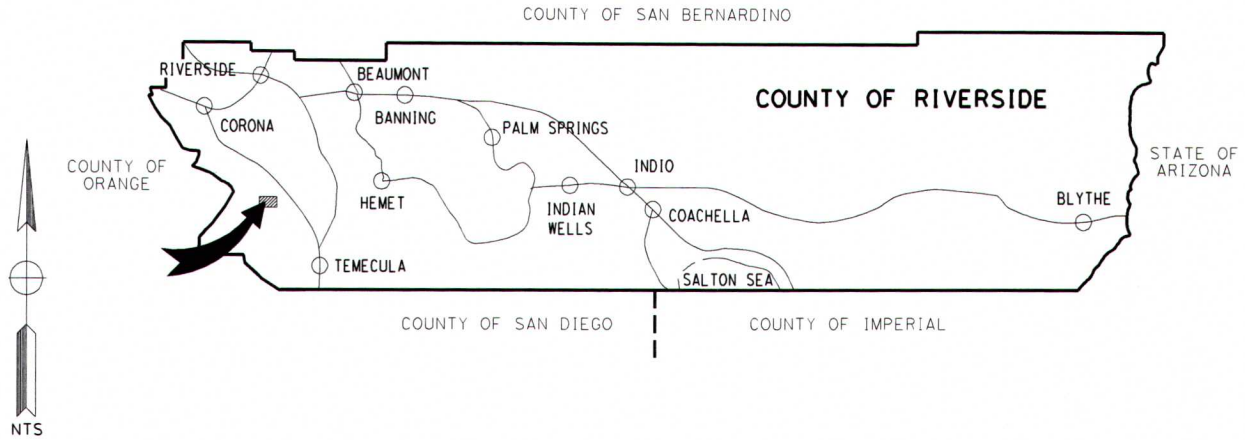


Gregory P. Priamos, Director County Counsel

12/20/2021

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

CITY OF LAKE ELSINORE GRAND AVE MICROSURFACING PROJECT



VICINITY MAP

Grand Avenue Microsurfacing Improvements

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF WILDOMAR

FOR

GRAND AVE

MICROSURFACING IMPROVEMENTS

This Agreement is entered into this _____ day of _____, 2022, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department (hereinafter "COUNTY") and the City of Wildomar, a municipal corporation, (hereinafter "CITY") for microsurfacing improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

- A. WHEREAS, CITY has determined to seal the existing asphalt surface on Grand Avenue from Richard Lane to Corydon Road (approximately 784 linear feet by 25 feet wide) in the Wildomar area of Riverside County ("CITY PROJECT").
- B. WHEREAS, CITY has determined that it requires construction services to place the microsurfacing on Grand Avenue as shown in Exhibit A and that a Microsurfacing 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.
- C. WHEREAS, COUNTY is fully qualified to administer the work that includes traffic control, rout and seal random cracks, replacement of any pavement markings, including cross walks, striping and raised pavement markers.
- D. WHEREAS, COUNTY has microsurfacing improvement projects within the jurisdictional boundaries of COUNTY, which microsurfacing improvement projects are sometimes hereinafter referred to collectively as "COUNTY PROJECT".

County of Riverside & City of Wildomar Service Agreement

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

JAN 11 2022 3.48

Grand Avenue Microsurfacing Improvements

1 E. WHEREAS, CITY will benefit from the cost savings associated with a larger improvement project, and CITY
2 desires to work with the COUNTY to construct the CITY PROJECT, together with the COUNTY PROJECT
3 since COUNTY has extensive experience in the development and implementation of similar type projects.

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

6 G. WHEREAS, COUNTY and CITY desire to define herein the terms and conditions under which said CITY
7 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
10 follows:

11 **SECTION 1 • COUNTY AGREES to:**

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

- 1 6. Advertise, award, and administer a public works contract for the construction of the COUNTY PROJECT
2 and the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances,
3 orders, governmental requirements, laws or regulations, including but not limited to the local agency public
4 construction codes, California Labor Code, and California Public Contract Code, and in accordance with
5 the encroachment permits issued by CITY.
- 6 7. Furnish a representative to perform the function of Resident Engineer during construction of CITY
7 PROJECT.
- 8 8. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
9 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
10 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
11 inspection and staff services necessary to assure that the construction is performed in accordance with the
12 PS&E documents.
- 13 9. Construct the CITY PROJECT in accordance with approved PS&E documents.
- 14 10. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid
15 amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization by
16 COUNTY. If any contract change order causes the construction contract to change by less than 10% of
17 the bid amount for CITY PROJECT, COUNTY is authorized by CITY approval of this Agreement to move
18 forward with such change. Contract change orders that change the design of improvements within the CITY
19 PROJECT shall be submitted to CITY for review and approval prior to final authorization.
- 20 11. COUNTY shall not accept the contractor's construction as complete within the CITY PROJECT without
21 concurrence from CITY except as otherwise set forth in this Agreement.
- 22 12. Furnish CITY a final reconciliation of CITY PROJECT expenses within ninety (90) days following the
23 completion and acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final
24 costs associated with the CITY PROJECT are in excess of the Deposit provided in Section 2, COUNTY
25 shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT
26 are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference
27 with the financial reconciliation.
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Grand Avenue Microsurfacing Improvements

- 1 13. Provide CITY one complete set of reproducible as-built plans and all contract documents including
2 calculations, estimates, and other documents produced as part of this contract within ninety (90) days after
3 completion and acceptance of the CITY PROJECT.

4 **SECTION 2 • CITY AGREES to:**

- 5 1. Fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY agrees
6 that should unforeseen circumstances arise which result in an increase of any costs over those shown in
7 Exhibit "B", CITY will pay such costs pursuant to Subsection 10 and Subsection 12 of Section 1.
8 2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, fourteen
9 thousand eight hundred seventy-seven dollars and forty cents (\$14,877.40) (the "Deposit"), which
10 represents one hundred percent (100%) of the estimated costs to complete construction including
11 construction administration, inspection and materials testing and contingency for CITY PROJECT, as
12 provided in Exhibit "B".
13 3. Prepare and approve CEQA clearance for the CITY PROJECT.
14 4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's
15 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,
16 including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT
17 and CITY PROJECT.
18 5. Provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and
19 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY
20 PROJECT.
21 6. Provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer
22 during the construction of the CITY PROJECT and to verify facilities are constructed as required by this
23 Agreement.
24 7. Pay COUNTY for any final costs associated with the CITY PROJECT that are in excess of the Deposit as
25 determined pursuant to Subsection 12 of Section 1.

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

- 27 1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY
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Grand Avenue Microsurfacing Improvements

1 PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the
2 COUNTY to funding any portion of CITY PROJECT, or shall be construed as obligating the COUNTY to
3 provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds
4 are no longer available. In the event that adequate funds are not available to move forward or to complete
5 CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for
6 CITY PROJECT.

7 2. The total cost to CITY to complete construction, including construction administration, inspection and
8 materials testing and a ten percent (10%) contingency for CITY PROJECT, is estimated to be fourteen
9 thousand eight hundred seventy-seven dollars and forty cents (\$14,877.40) as detailed in Exhibit "B".

10 3. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's Deposit as
11 required in Section 2.

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

15 5. Should there be disagreement between CITY and COUNTY about the acceptability of the construction of
16 the CITY PROJECT, CITY and COUNTY agree to work together to find a mutual resolution. If a mutual
17 resolution between CITY and COUNTY cannot be reached within thirty (30) days, the COUNTY may, in its
18 sole discretion, proceed with the acceptance of the contractor's construction as complete within the CITY
19 PROJECT.

20 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
21 Microsurfacing Improvements, a policy of Commercial Liability Insurance, including coverage of Bodily
22 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
23 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to
24 each policy shall be required which name CITY, its officers, agents and employees, as additionally insured.
25 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.
26 COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured
27 Endorsements which meet the requirements of this section to CITY prior to the start of construction.

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Grand Avenue Microsurfacing Improvements

- 1 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
2 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
3 will be necessary to transfer ownership.
- 4 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT within
5 CITY right of way except as specified in this Agreement or future agreements.
- 6 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
7 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each
8 PARTY hereto.
- 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. 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 ninety (90) days written notice to CITY.
- 24 13. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the
25 CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY
26 PROJECT.
- 27 14. This Agreement may be executed in any number of counterparts, each of which will be an original, but all
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Grand Avenue Microsurfacing Improvements

1 of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of
2 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
3 Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this
4 Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this
5 Agreement are intended to authenticate this writing and to have the same force and effect as manual
6 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically
7 associated with an electronic record and executed or adopted by a person with the intent to sign the
8 electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
9 electronic signature for transactions and contracts among parties in California, including a government
10 agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using
11 it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon
12 by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as
13 defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

16 COUNTY:

CITY:

17 Riverside County Transportation Department

City of Wildomar

18 Attn: Mark Lancaster

Attn: Daniel A. York

19 Director of Transportation

Public Works Director

20 4080 Lemon Street, 8th Floor

23873 Clinton Keith Road

21 Riverside, CA 92501

Wildomar, CA 92595

22 Phone: (951) 955-6740

Phone: (951) 677-7715 ext. 216

23 [Signature Page Follows]

APPROVALS

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COUNTY Approvals

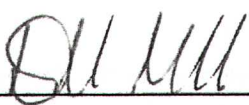
RECOMMENDED FOR APPROVAL:

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

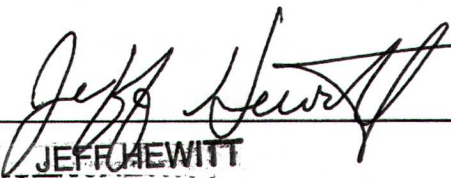
GREGORY P. PRIAMOS, COUNTY COUNSEL

By  _____

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

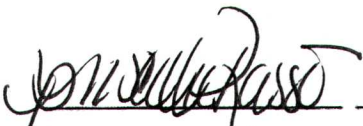


PRINTED NAME

Chair, Riverside County Board of Supervisors

JAN 11 2022

ATTEST:

 _____ JAN 11 2022

KECIA R. HARPER

Clerk of the Board (SEAL)

CITY OF WILDOMAR Approvals

APPROVED BY:

GARY NORDQUIST

City Manager

APPROVED AS TO FORM:

THOMAS D. JEX

City Attorney

ATTEST:

JANET MORALES, CMC

City Clerk

EXHIBIT A

VICINITY/CITY PROJECT MAP

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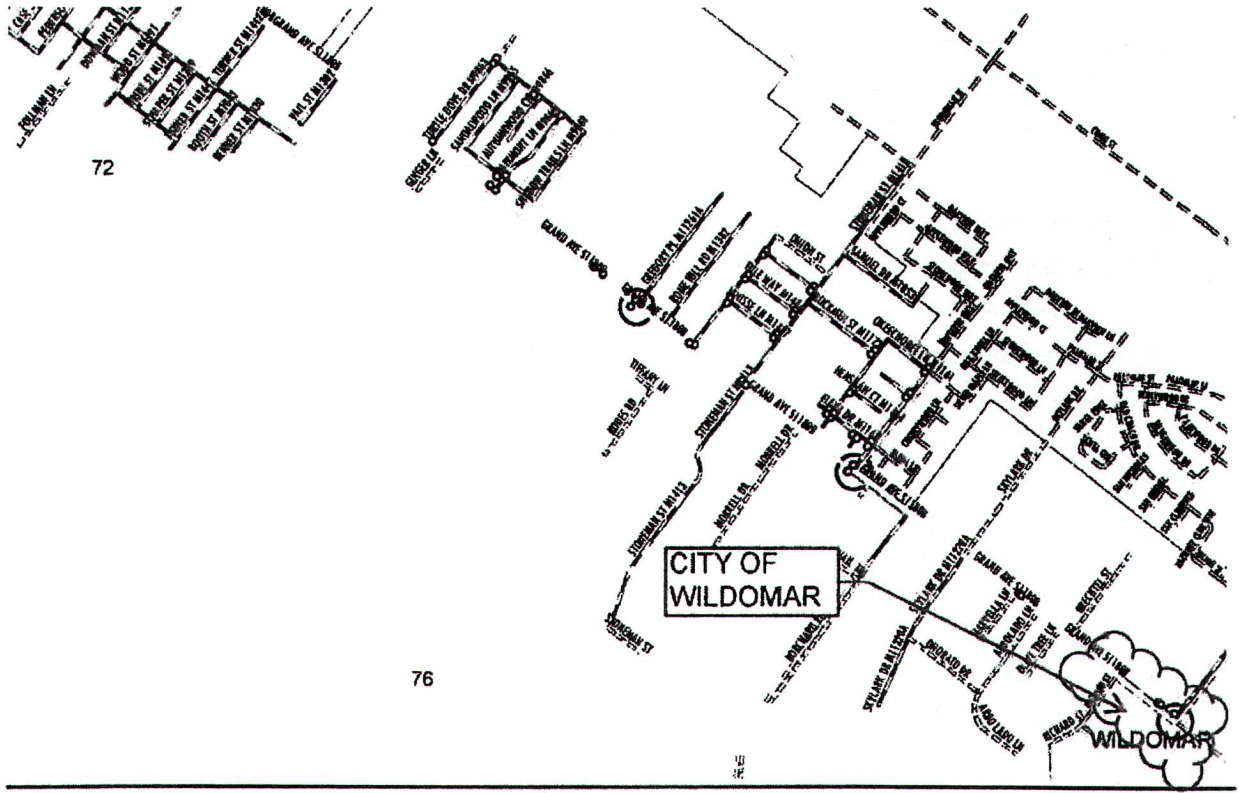


EXHIBIT B

CITY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	\$11,877.40
Contingency (10%)	\$1,200.00
Administration, Inspection & Testing (15%)	\$1,800.00
TOTAL COST	\$14,877.40

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