

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



ITEM: 3.29  
(ID # 21000)

**MEETING DATE:**  
Tuesday, January 31, 2023

**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 Temecula for the Murrieta Hot Springs Road Slurry Seal Improvements for Fiscal Year 2022/23. District 3. [\$123,018 Total Cost - Local Funds 100%] (Companion Item to MT Item 20952)

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

1. Approve the Service Agreement by and between the County of Riverside and the City of Temecula for the Murrieta Hot Springs Road Slurry Seal Improvements; and
2. Authorize the Chairman of the Board to execute the same.

**ACTION:Policy**

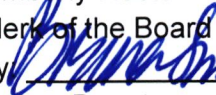
  
Mark Lancaster, Director of Transportation 1/19/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 31, 2023  
xc: Transp.

Kimberly Rector  
Clerk of the Board  
By   
Deputy

(Companion item 3.26)

**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>	\$ 123,018	\$ 0	\$ 123,018	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> City of Temecula (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	22/23

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

**BACKGROUND:**

**Summary**

The County of Riverside (County) is proposing to apply slurry seal on two segments of Murrieta Hot Springs Road that are primarily maintained by the City of Temecula (City). The first segment is approximately 650 feet long from 2,165' E of Calistoga Drive to 2,815' E of Calistoga Drive and 3,580 feet long from Red Post Circle to Butterfield Stage Road for the second segment. The City has requested that these road segments in the Temecula area be included in the County's Slurry Seal Project. The proposed road limits are shown in Attachment 1, Vicinity Map.

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

The City will deposit \$123,018 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 October 18, 2022 (Agenda Item 3.45), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Slurry Seal Project for Fiscal Year 2022/23 at various locations in the 3<sup>rd</sup> Supervisorial District. Bids were opened on November 16, 2022 and the contract award is a companion item on this same board agenda.

This Service Agreement was approved by the Temecula City Council on September 13, 2022.

County Counsel has approved the agreement as to legal form.

Project Number: D3-0008

**Impact on Residents and Businesses**

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

The proposed improvements will improve safety and enhance operational efficiency for traffic on Murrieta Hot Springs Road. The slurry seal treatment will also preserve and extend the life of the road thereby reducing the need for resurfacing, which is ten times more costly.

**Additional Fiscal Information**

The City of Temecula will be responsible for 100% of Murrieta Hot Springs Road Slurry Seal Improvement costs within the city jurisdiction.

**Contract History and Price Reasonableness**

N/A

**Attachments:**

Vicinity Map  
Agreement

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 1/25/2023

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF TEMECULA

FOR

MURRIETA HOT SPRINGS ROAD

SLURRY SEAL IMPROVEMENTS

This Agreement is entered into this 31<sup>st</sup> day of January, 2023 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 Temecula, a municipal corporation, (hereinafter "CITY") for slurry seal 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 Murrieta Hot Springs Road which consists of two segments: segment 1 from approximately 2,165' E of Calistoga Drive to 2,815' E of Calistoga Drive (approximately 650 linear feet by 60 feet wide) and segment 2 from Red Post Circle to Butterfield Stage Road (approximately 3,580 linear feet by 66 feet wide) in the Temecula area of Riverside County ("CITY PROJECT").
- B. WHEREAS, CITY has determined that it requires construction services to place the slurry seal on Murrieta Hot Springs Road as shown in Exhibit A and that a Slurry Seal 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 Slurry Seal improvement projects within the jurisdictional boundaries of

COUNTY, which Slurry Seal improvement projects are sometimes hereinafter referred to collectively as "COUNTY PROJECT".

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

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

G. WHEREAS, 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 to:**

1. Act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT. The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide replacement funding for or to continue with the CITY PROJECT, if funds are not available.
2. Furnish CITY with detailed Plans, Specifications & Estimate (PS&E) documents for the CITY PROJECT. Final plans for improvements are 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 shall not begin construction within CITY until CITY has approved the CITY PROJECT portion of the PS&E documents, which approval shall not be unreasonably withheld.
3. Direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
4. Direct COUNTY's contractor to make written application to CITY for an encroachment permit authorizing entry into CITY right of way for the purposes of constructing COUNTY PROJECT and CITY PROJECT.
5. Advertise, award, and administer a public works contract for the construction of the COUNTY PROJECT

1 and the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances,  
2 orders, governmental requirements, laws or regulations, including but not limited to the local agency public  
3 construction codes, California Labor Code, and California Public Contract Code, and in accordance with  
4 the encroachment permits issued by CITY.

5 6. Furnish a representative to perform the function of Resident Engineer during construction of CITY  
6 PROJECT.

7 7. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
8 soils and compaction tests, measurement and computation of quantities, testing of construction materials,  
9 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other  
10 inspection and staff services necessary to assure that the construction is performed in accordance with the  
11 PS&E documents.

12 8. Construct the CITY PROJECT in accordance with approved PS&E documents.

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

18 10. Furnish CITY a final reconciliation of CITY PROJECT expenses within ninety (90) days following the  
19 completion and acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final  
20 costs associated with the CITY PROJECT are in excess of the Deposit provided in Section 2, COUNTY  
21 shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT  
22 are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference  
23 with the financial reconciliation.

24 11. Provide CITY 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 ninety (90) days after  
26 completion and acceptance of the CITY PROJECT.

27 **SECTION 2 • CITY AGREES to:**

1. Fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", CITY will pay such costs pursuant to Subsection 9 and Subsection 10 of Section 1.
2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, One Hundred Twenty-Three Thousand Seventeen Dollars and Ninety Cents (\$123,017.90) (the "Deposit"), which represents one hundred percent (100%) of the costs to complete construction including construction administration, inspection and materials testing and contingency for CITY PROJECT, as provided in Exhibit "B".
3. Prepare and approve CEQA clearance for the CITY PROJECT.
4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction, including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT and CITY PROJECT.
5. Provide at no cost to the COUNTY, 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. Provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required by this Agreement.
7. Pay COUNTY for any final costs associated with the CITY PROJECT that are in excess of the Deposit as determined pursuant to Subsection 10 of Section 1.

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

1. If upon opening of bids for construction of the CITY PROJECT the bids indicate a cost overrun of no more than ten percent (10%) of the construction cost estimate will occur, as described in Exhibit "B", COUNTY may award the contract.
2. If upon opening of bids it is found that a cost overrun exceeding ten percent (10%) of the construction cost estimate will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If,

1 after fourteen (14) calendar days from the date of bid opening, an alternative course of action is not agreed  
2 upon, this Agreement shall be deemed to be terminated by mutual consent. COUNTY shall reimburse CITY  
3 within forty-five (45) days of termination.

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

11 4. The total cost to CITY to complete construction, including construction administration, inspection and  
12 materials testing and a ten percent (10%) contingency for CITY PROJECT is estimated to be One Hundred  
13 Twenty-Three Thousand Seventeen Dollars and Ninety Cents (\$123,017.90) as detailed in Exhibit "B".

14 5. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's Deposit as  
15 required in Section 2.

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

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

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

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

5 10. 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 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
9 occurring by reason of any act or omission of CITY under or in connection with any work, authority or  
10 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code  
11 Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury  
12 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under  
13 or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

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

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

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

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

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

15 COUNTY:	CITY:
16 Riverside County Transportation Department	City of Temecula
17 Attn: Mark Lancaster	Attn: Patrick Thomas
18 Director of Transportation	Director of Public Work
19 4080 Lemon Street, 8th Floor	11000 Main Street
20 Riverside, CA 92501	Temecula, CA 92590
21 Phone: (951) 955-6740	Phone: (951) 506-5163

22 [Signature Page Follows]

APPROVALS

COUNTY Approvals

CITY OF TEMECULA Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

  
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MARK LANCASTER

Aaron Adams

PRINTED NAME

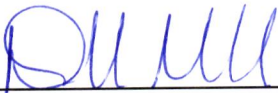
Director of Transportation

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

By   
\_\_\_\_\_

Peter M. Thorson

PRINTED NAME

DANIELLE MALAND

City Attorney

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:

  
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KEVIN JEFFRIES

PRINTED NAME

Chair, Riverside County Board of Supervisors

Randi Johl

PRINTED NAME

City Clerk

ATTEST:

  
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KIMBERLY RECTOR

Clerk of the Board (SEAL)

APPROVALS

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COUNTY Approvals

RECOMMENDED FOR APPROVAL:

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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

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Jeff Hewitt

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

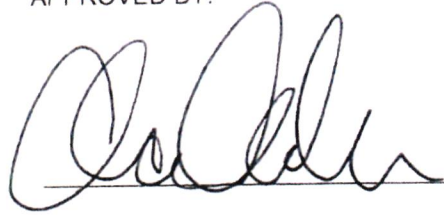
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KECIA R. HARPER

Clerk of the Board (SEAL)

CITY OF TEMECULA Approvals

APPROVED BY:

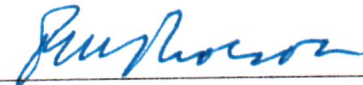


Aaron Adams

PRINTED NAME

City Manager

APPROVED AS TO FORM:

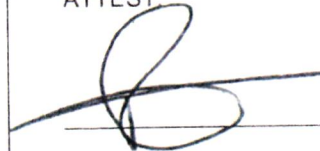


Peter M. Thorson

PRINTED NAME

City Attorney

ATTEST:



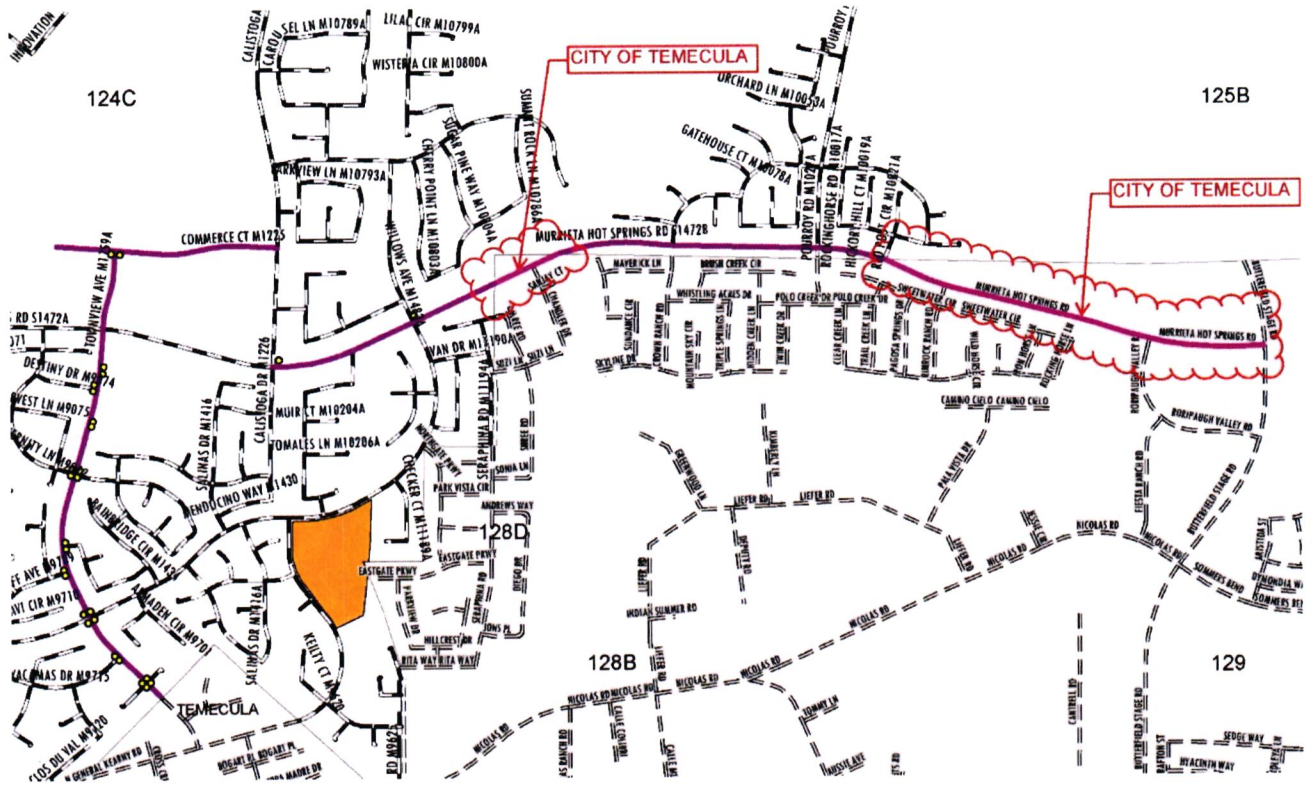
Randi Johl

PRINTED NAME

City Clerk

EXHIBIT A

VICINITY/ CITY PROJECT MAP



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EXHIBIT B  
CITY PROJECT BUDGET

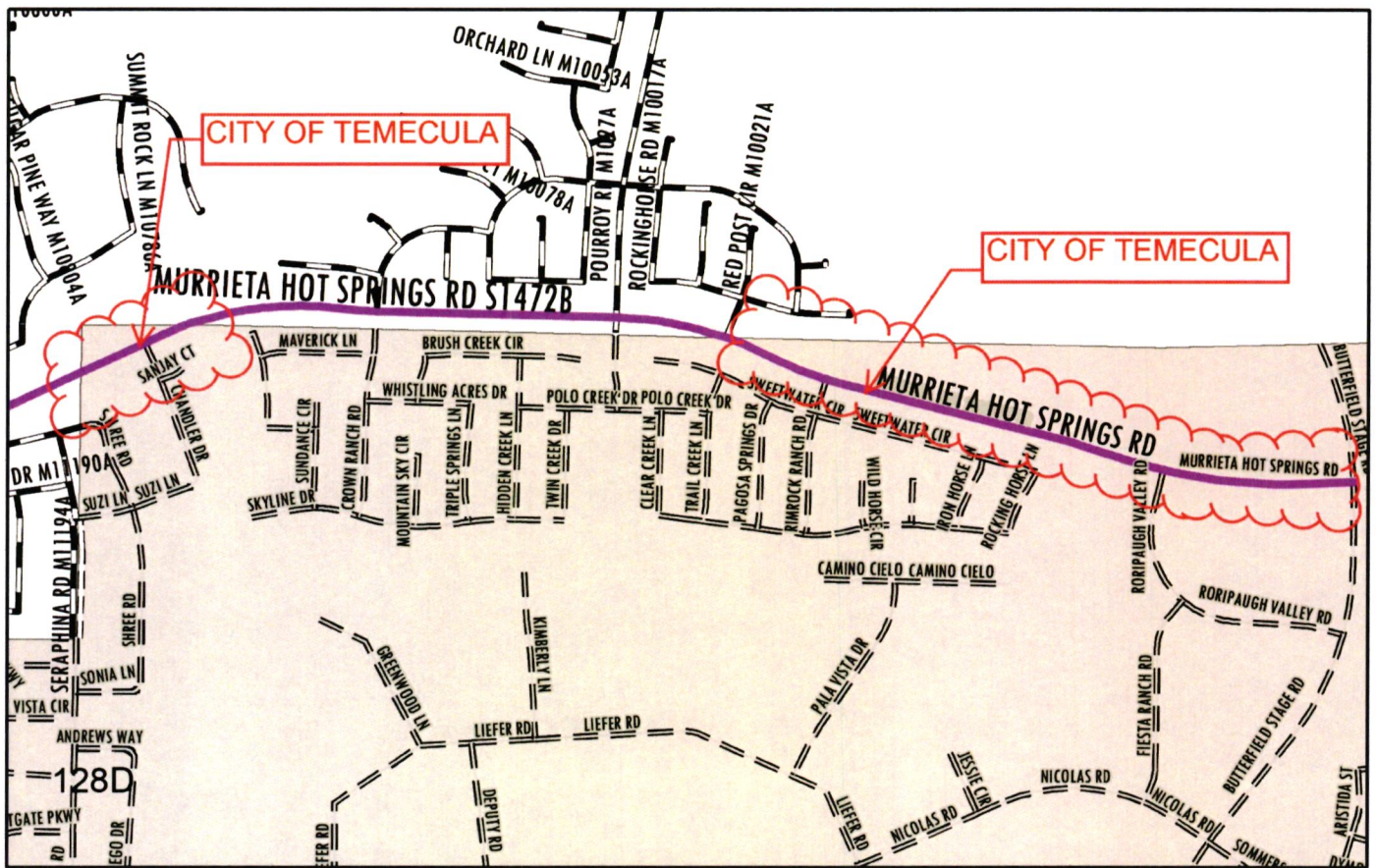
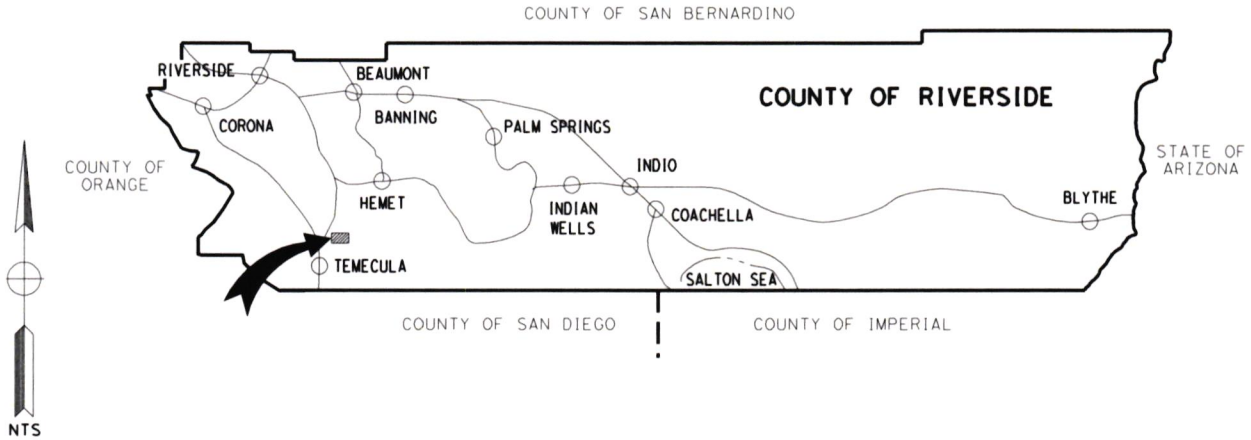
ESTIMATED COSTS:

TASK	COSTS
Construction	\$98,017.90
Contingency (10%)	\$10,000.00
Administration, Inspection & Testing (15%)	\$15,000.00
<b>TOTAL COST</b>	<b>\$123,017.90</b>

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COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

TEMECULA AREA  
SLURRY SEAL PROJECT



TOWNSHIP 7S RANGE 2W  
COUNTY ROADBOOK PAGE No. 128D

VICINITY MAP