

SERVICE AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
CITY OF LAKE ELSINORE
FOR
PALOMAR STREET
SLURRY SEAL IMPROVEMENT

This Agreement is entered into this _____ day of _____, 2019, by and between the County of Riverside, (hereinafter "COUNTY") on behalf of its Transportation Department, and the City of Lake Elsinore, (hereinafter "CITY") for Slurry Seal Improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. WHEREAS, CITY has determined to seal the existing asphalt surface on Palomar Street from Skylark Drive to Corydon Street approximately 2760 linear feet by 46 feet wide in the Lake Elsinore area of Riverside County ("PROJECT"); and
- B. WHEREAS, CITY has determined that it requires the construction services to place the slurry seal on Palomar Street as shown in Exhibit A and that a Slurry Seal 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; and
- C. WHEREAS, COUNTY is fully qualified to administer the work that includes traffic control, rout and seal random cracks, replacement of any pavement marking, including cross walks, striping and raised pavement markers; and
- D. WHEREAS, COUNTY has slurry seal improvement project within the jurisdictional boundaries of COUNTY, the slurry seal improvements are sometimes hereinafter referred to collectively as "COUNTY PROJECT".
- E. WHEREAS, CITY will benefit from the cost savings associated with a larger improvement project, the slurry seal improvement described above within the jurisdictional boundaries of CITY is sometimes hereinafter referred to collectively as "CITY PROJECT".
- F. WHEREAS, 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.

G. 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.

H. 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:

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.
3. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the COUNTY PROJECT. The CITY will prepare and approve CEQA clearance for the CITY PROJECT.
4. 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.
5. 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.
6. Advertise, award, and administer a public works contract for the construction of the COUNTY PROJECT and the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code, and in accordance with the encroachment permits issued by CITY.

7. Furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
8. 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, 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 PS&E documents.
9. Construct the CITY PROJECT in accordance with approved PS&E documents.
10. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization by COUNTY. If any contract change order causes the construction contract to change by less than 10% of the bid amount for CITY PROJECT, COUNTY is authorized by CITY approval of this Agreement to move forward with such change.
11. Furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final costs associated with the CITY PROJECT 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 PROJECT 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. 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 in good faith amend this Agreement to include any such costs under this Agreement.
2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, sixty four thousand eight hundred fifty five dollars and eighty four cents (\$64,855.84) (the "Deposit"), which represents one hundred percent (100%) of the costs to complete construction including construction engineering, inspection and materials testing and contingency for CITY PROJECT, as provided in Exhibit "B".
3. Act as the Lead Agency under the California Environmental Quality Act (CEQA) 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.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of CITY PROJECT, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for CITY PROJECT.
2. The total cost to CITY to complete construction, including construction engineering, inspection and materials testing and contingency for CITY PROJECT is estimated to be sixty four thousand eight hundred fifty five dollars and eighty four cents (\$64,855.84) as detailed in Exhibit "B".
3. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as required in Section 2.
4. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the Slurry Seal Improvements, 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.

6. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
7. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except as specified in this Agreement or future agreements.
8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
10. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
11. In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this Agreement upon 90 days written notice to CITY.

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

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

COUNTY:

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

CITY:

City of Lake Elsinore
Attn: Julian Perez
Supervisor of Public Works
130 South Main Street
Lake Elsinore, CA 92530
Phone: (951) 674-5170 ext. 293

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By _____ Dated: _____

Kristine Bell-Valdez

Supervising Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

CHUCK WASHINGTON

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CITY OF LAKE ELSINORE Approvals

APPROVED BY:

_____ Dated: _____

Grant Yates

PRINTED NAME

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

BARBARA LIEBOLD

PRINTED NAME

City Attorney

ATTEST:

_____ Dated: _____

MARK MAHAN

PRINTED NAME

Deputy City Clerk

EXHIBIT A
VICINITY/PROJECT MAP

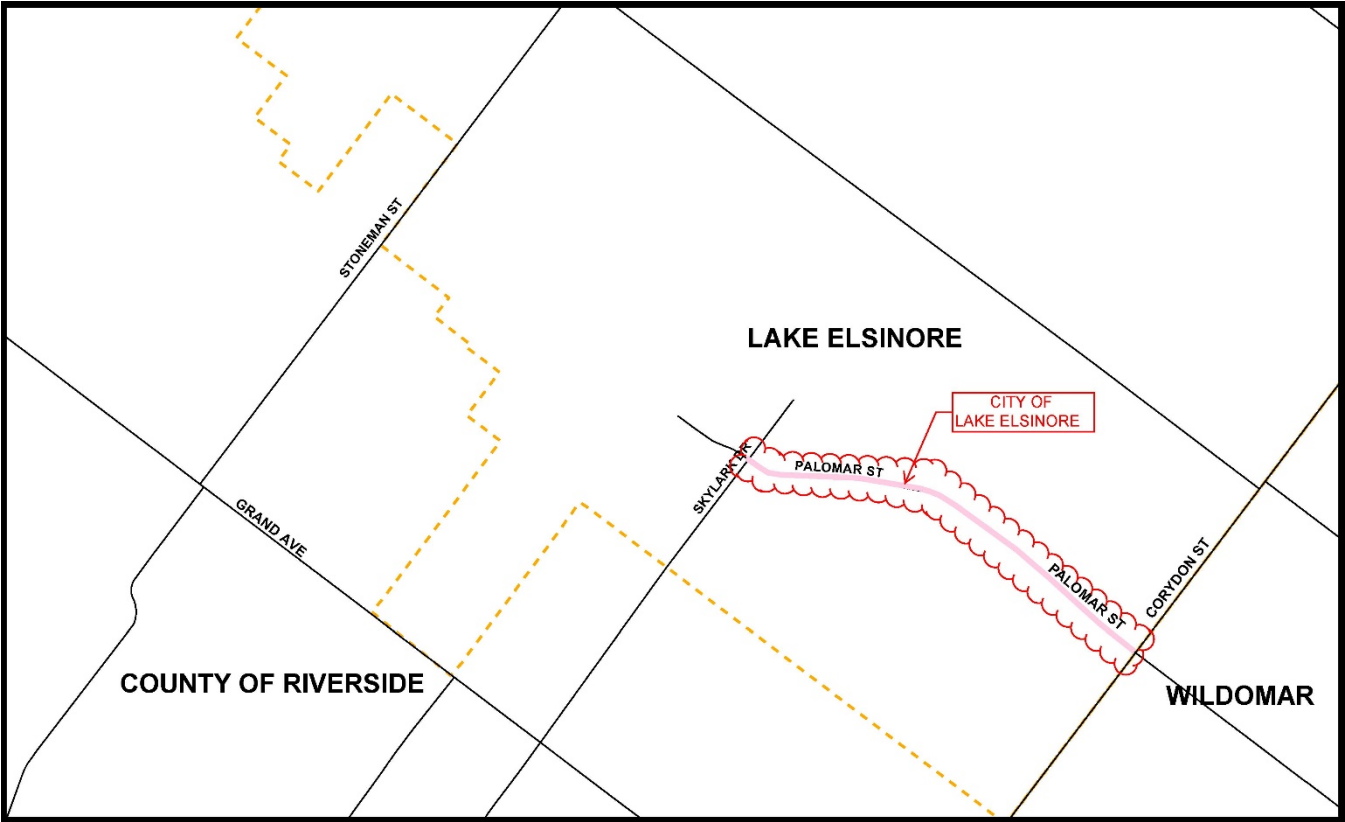


EXHIBIT B
CITY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	\$47,322.70
Construction contingency	\$ 9,533.14
Construction Engineering & Inspection (15%)	\$ 8,000
TOTAL COST	\$64,855.84

Note: Construction cost is based on project bid results dated November 6, 2018.
The bid summary report is included and made part of this agreement.