

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

450A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
December 28, 2011

**SUBJECT:** Reimbursement Agreement between the County of Riverside (COUNTY), City of Indio and City of Coachella for Roadway Improvements on Dillon Road

**RECOMMENDED MOTION:** That the Board of Supervisors approve and execute the attached Agreement between the County of Riverside (COUNTY), City of Indio and the City of Coachella.

**BACKGROUND:** The COUNTY, the City of Indio, and the City of Coachella desire to rehabilitate the pavement on Dillon Road from Avenue 44 to 0.28 miles north of Landfill Road. The City of Indio, City of Coachella and the COUNTY desire to designate the COUNTY as the lead agency for the engineering design and construction of this project. The City of Indio and the City of Coachella agree to reimburse the COUNTY for the preparation of the plans,

  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 1,100,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	2011/2012

<b>SOURCE OF FUNDS:</b> Measure A, Coachella Valley (75%), City of Indio (20%) and City of Coachella (5%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY:   
Michael R. Shetler

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHA L. VICTOR  
DATE: 12/21/11

Departmental Concerns

Policy  Policy

Consent  Consent

Dept't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.

District: 4

Agenda Number:

3.66

The Honorable Board of Supervisors

RE: Reimbursement Agreement between the County of Riverside (COUNTY), City of Indio and City of Coachella for Roadway Improvements on Dillon Road

December 28, 2011

Page 2 of 2

specifications, environmental clearance and for the advertising, awarding, construction and administration of the construction contract, for work within their respective jurisdictions. The project improvements are 75% within the COUNTY jurisdiction, 20% in the City of Indio, and 5% within the City of Coachella. The total project cost is estimated to be \$1.1 million with the City of Indio contributing \$220,000 and the City of Coachella contributing \$55,000.

In addition to the pavement rehabilitation, this project proposes to reconstruct the deteriorating intersection at Dillon Road and Avenue 44, and stripe a second northbound lane on Dillon Road for traffic traveling to the landfill.

Project Number: B8-0609

**AGREEMENT BY AND BETWEEN**

Contract No. 11-11-007  
Riverside Co. Transportation

**RIVERSIDE COUNTY,**

**CITY OF INDIO AND CITY OF COACHELLA**

**FOR**

**DILLON ROAD**

**ROADWAY IMPROVEMENTS**

(Coachella Valley)

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the County of Riverside, (hereinafter "COUNTY"), the City of Indio (hereinafter "INDIO") and the City of Coachella, (hereinafter "COACHELLA") for the provision of certain roadway improvements on Dillon Road located within the jurisdictional boundaries of the COUNTY, INDIO and COACHELLA.

**RECITALS**

- A. COUNTY, INDIO and COACHELLA have cooperated on planning the construction of certain roadway improvements that provide benefits to the residents and the general motoring public in the Coachella Valley. The roadway improvements consist of road resurfacing improvements, signing and striping and other associated roadway improvements, hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit "A".
- B. The PROJECT is within the jurisdictional boundaries of the COUNTY, INDIO and COACHELLA, as shown in Exhibit "A".
- C. COUNTY, INDIO and COACHELLA desire to cooperate and jointly participate in implementing and funding the PROJECT.
- D. COUNTY, INDIO and COACHELLA desire to have one agency take the lead role in the development and implementation of the PROJECT to coordinate the improvements and to reduce overall costs.
- E. COUNTY, INDIO and COACHELLA have designated COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the PROJECT.
- F. COUNTY, INDIO and COACHELLA desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed,

1 financed and maintained.

2 **AGREEMENT**

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

5 **SECTION 1 • COUNTY AGREES:**

- 6 1. To fund seventy-five percent (75%) of the actual cost of PROJECT including the costs for the preparation of  
7 plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining  
8 environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising,  
9 awarding and administering a public works construction contract necessary to construct PROJECT  
10 improvements. COUNTY's estimated share of the PROJECT costs are provided in Exhibit "B" attached  
11 hereto and incorporated herein.
- 12 2. To act as the Lead Agency for the design, environmental clearance, advertisement, award and administration  
13 of a public works contract for the construction of the PROJECT.
- 14 3. To identify and locate all utility facilities within the PROJECT area. If any existing public and/or private utility  
15 facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the  
16 owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the  
17 PROJECT plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility  
18 owner and/or its contractors performing the relocation work within INDIO's or COACHELLA's right of way to  
19 obtain an encroachment permit from the appropriate City prior to the performance of said relocation work.
- 20 4. To advertise, award and administer a public works contract for the construction of PROJECT in accordance  
21 with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or  
22 regulations, including but not limited to the local agency public construction codes, California Labor Code, and  
23 California Public Contract Code.
- 24 5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If  
25 the PROJECT plans and specifications are prepared by a private engineering company, the Resident  
26 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the  
27 construction contractor.
- 28 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
29 soils and foundation tests, measurement and computation of quantities, testing of construction materials,

1 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other  
2 inspection and staff services necessary to assure that the construction is performed in accordance with the  
3 plans and specifications.

4 7. To construct the PROJECT in accordance with approved plans and specifications.

5 8. To provide separate quantities and accounting for COACHELLA's and INDIO's share of PROJECT.

6 9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as  
7 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a  
8 certified material tester.

9 10. To furnish COACHELLA and INDIO each with a complete set of full-sized film positive reproducible as-built  
10 plans and all contract records, including survey documents, within ninety (90) days following the completion  
11 and acceptance of the PROJECT construction contract. Electronic copies of completed plans are available if  
12 COACHELLA and INDIO desire. If electronic copies are provided, they will be provided on CD-R media.

13 11. To furnish COACHELLA and INDIO with a final reconciliation of PROJECT expenses within ninety (90) days  
14 following the filing of the Notice of Completion.

15 12. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of  
16 submittals, and to cooperate in timely processing of PROJECT.

17 **SECTION 2 • COACHELLA AGREES:**

18 1. To fund five percent (5%) of the actual cost of PROJECT, including the costs for the preparation of plans,  
19 specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining  
20 environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising,  
21 awarding and administering a public works construction contract necessary to construct PROJECT  
22 improvements. COACHELLA's estimated shares of the costs of the improvements are provided in Exhibit "B"  
23 attached hereto and incorporated herein.

24 2. To deposit with COUNTY, prior to COUNTY awarding the construction contract for the PROJECT and upon  
25 written request by COUNTY, forty-nine thousand five hundred dollars (\$49,500) (the "Deposit"), which  
26 represents ninety percent (90%) of the COACHELLA's estimated share of the PROJECT costs as provided in  
27 Exhibit "B" hereto.

28 3. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as  
29 appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.

- 1 4. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
2 contractor, an encroachment permit authorizing entry onto CITY's right of way for the Construction of the  
3 PROJECT.
- 4 5. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the  
5 construction of PROJECT and to verify COACHELLA facilities are constructed in accordance with the  
6 approved plans and specifications.
- 7 6. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount up to  
8 COACHELLA'S share of the actual cost for PROJECT submitted by COUNTY for services rendered in  
9 accordance with this Agreement.

10 **SECTION 3 • INDIO AGREES:**

- 11 1. To fund twenty percent (20%) of the actual cost of PROJECT including the costs for the preparation of plans,  
12 specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining  
13 environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising,  
14 awarding and administering a public works construction contract necessary to construct PROJECT  
15 improvements. INDIO's estimated share of the PROJECT costs are provided in Exhibit "B" hereto.
- 16 2. To deposit with COUNTY, prior to COUNTY awarding the construction contract for the PROJECT and upon  
17 written request by the COUNTY, One hundred and ninety-eight thousand dollars (\$198,000) (the "Deposit"),  
18 which represents ninety percent (90%) of INDIO's total estimated costs of PROJECT as shown in Exhibit "B".
- 19 3. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as  
20 appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
- 21 4. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
22 contractor, an encroachment permit authorizing entry onto CITY's right of way for the Construction of the  
23 PROJECT.
- 24 5. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the  
25 construction of PROJECT and to verify INDIO'S facilities are constructed in accordance with the approved  
26 plans and specifications.
- 27 6. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount up to  
28 INDIO's share of the actual cost for PROJECT submitted by COUNTY for services rendered in accordance  
29 with this Agreement.

**SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The total cost of the PROJECT is estimated to be One million one hundred thousand dollars (\$1,100,000) (“PROJECT BUDGET”) as set forth in Exhibit “B”.
2. The total cost of the COUNTY’s share of the PROJECT is estimated to be Eight hundred twenty-five thousand dollars (\$825,000) as detailed in Exhibit “B”.
3. The total cost of the INDIO’s share of the PROJECT is estimated to be Two hundred and twenty thousand dollars (\$220,000) as detailed in Exhibit “B”.
4. The total cost of the COACHELLA’s share of the PROJECT is estimated to be Fifty-five thousand dollars (\$55,000) as detailed in Exhibit “B”.
5. If upon opening of bids for construction of the PROJECT the bids indicate a cost overrun of no more than 10% of the construction costs estimate as described in Exhibit “B”, COUNTY may award the contract. If upon opening of bids for construction of the PROJECT it is found that a cost overrun exceeding ten percent (10%) of the PROJECT BUDGET will occur, COACHELLA, INDIO and COUNTY shall endeavor to agree upon an alternative course of action to deal with the cost overrun. If the COACHELLA, INDIO and COUNTY cannot reach a consensus on an alternative course of action, INDIO and COACHELLA, at their discretion, shall at all times have the right, but not the obligation, to deposit the difference between the PROJECT BUDGET and the actual bid amount. If after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, and INDIO or COACHELLA have elected not to deposit the difference between the PROJECT BUDGET and the actual bid amount, this Agreement shall be deemed to be terminated by mutual consent. If the Agreement is terminated per this provision, COUNTY shall be obligated to reimburse COACHELLA and INDIO for any funds already deposited with the COUNTY minus COACHELLA’s and INDIO’s share of the expenditures for the PROJECT expended to date, in the proportion as defined in Section 2, Article 1 and Section 3, Article 1, respectively. COUNTY shall reimburse COACHELLA and INDIO within forty five (45) days of termination.
6. After award of a construction contract, COUNTY shall inform COACHELLA and INDIO of the need for any changes to the PROJECT or the PROJECT BUDGET. The parties shall agree to collaborate and cooperate in an attempt to reach agreement with respect to the final costs and to any change orders that affect the PROJECT or PROJECT BUDGET. In the event that cost increases are necessary and the PROJECT BUDGET cannot be increased, the parties will meet to conduct value engineering or mutually agree on a

1 change in the PROJECT so that costs remain within the PROJECT BUDGET. All changes to the PROJECT  
2 or the PROJECT BUDGET must be approved in writing by all Parties. COACHELLA shall be responsible for  
3 cost increases that are attributable to the COACHELLA IMPROVEMENTS. COUNTY shall be responsible for  
4 cost increases that are attributable to the COUNTY IMPROVEMENTS. INDIO shall be responsible for cost  
5 increases that are attributable to the INDIO IMPROVEMENTS. Costs increases that are attributable to the  
6 PROJECT shall be split in the proportion as defined in Section 1. Article 1, Section 2, Article 1, and Section 3,  
7 Article 1, between the parties.

8 7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
9 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily  
10 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
11 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each  
12 policy shall be required which name COACHELLA, its officers, agents and employees, and INDIO, its officers,  
13 agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain  
14 Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional Insured  
15 Endorsements which meet the requirements of this section to COACHELLA and INDIO prior to the start of  
16 construction.

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

20 9. Neither COUNTY, INDIO nor COACHELLA shall be responsible for any maintenance of the improvements  
21 provided by PROJECT that are located outside of their respective ownership or right of way boundaries  
22 except as specified in this agreement or future agreements.

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

26 11. COACHELLA, INDIO and COUNTY shall retain or cause to be retained for audit for a period of three (3) years  
27 from the date of final payment, all records and accounts relating to PROJECT.

28 12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
29 occurring by reason of anything done or omitted to be done by COACHELLA or INDIO under or in connection



1 with any work, authority or jurisdiction delegated to COACHELLA or INDIO under this Agreement. It is further  
2 agreed that pursuant to Government Code Section 895.4, COACHELLA and/or INDIO shall fully indemnify  
3 and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section  
4 810.8) occurring by reason of anything done or omitted to be done by COACHELLA or INDIO respectively  
5 under or in connection with any work, authority or jurisdiction delegated to COACHELLA or INDIO  
6 respectively under this Agreement.

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

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

23 15. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended  
24 by the parties to completely state the agreement in full. Any agreement or representation respecting the  
25 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this  
26 Agreement, is null and void.

27 16. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties  
28 not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any  
29 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

1 17. This Agreement may be executed in one or more counterparts and when a counterpart shall have been  
2 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same  
3 instrument.

4 18. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or  
5 upon mutual agreements of the parties.

6 19. All notices, demands, invoices, and written communications shall be in writing and delivered to the following  
7 addresses or such other address as the PARTIES may designate:

8       To County:     Riverside County Transportation Department  
9                        Attention: Juan C. Perez, Director of Transportation  
10                      4080 Lemon Street, 8<sup>th</sup> Floor  
11                      Riverside, CA 92501  
12                      Phone: (951) 955-6740  
13                      Fax: (951) 955-3198


14  
15       To Coachella: City of Coachella  
16                        Attention: Jonathan Hoy, City Engineer  
17                      1515 Sixth Street  
18                      Coachella, CA 92236  
19                      Phone: (760) 398-3502  
20                      Fax: (760) 398-8117

21  
22       To Indio:       City of Indio  
23                        Attention: Grant Eklund, Public Works Director/City Engineer  
24                      100 Civic Center Mall  
25                      Indio, CA 92201  
26                      Phone: (760) 391-4018

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 12/14/11

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

 Dated: 12/21/11  
*Deputy*

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

Cooperative Agreement

CITY OF INDIO Approvals

APPROVED BY:

 Dated: 11-14-11

Dan Martinez

PRINTED NAME

City Manager

APPROVED AS TO FORM:

 Dated: 11/9/11

Roxanne M. Diaz

PRINTED NAME

City Attorney

ATTEST:

 Dated: 11-15-11

Cynthia Hernandez

PRINTED NAME

City Clerk

1 **APPROVALS**

2 **CITY OF COACHELLA Approvals**

3 APPROVED BY:

4  
5  Dated: 10-13-11  
6

7 Eduardo Garcia

PRINTED NAME

8 City Mayor

9  
10 APPROVED AS TO FORM:

11  
12  Dated: 10-12-2011  
13

14 Carlos Campos

PRINTED NAME

15 City Attorney

16  
17 ATTEST:

18  
19  Dated: 10-20-2011  
20

21 For Isabel Castillon

PRINTED NAME

22 City Clerk

EXHIBIT A • VICINITY MAP

EXHIBIT A

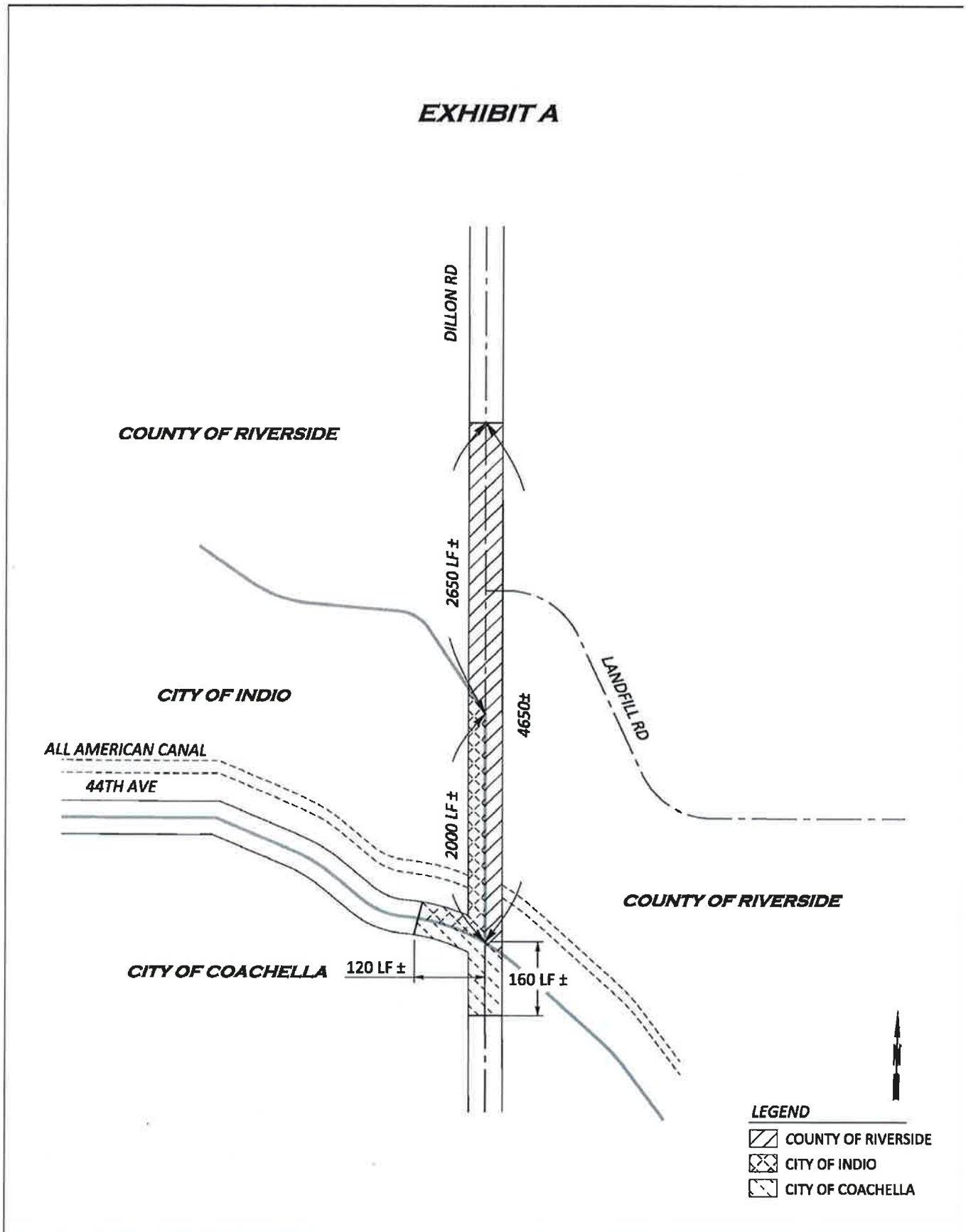


EXHIBIT B • PROJECT BUDGET

TASK	COUNTY OF RIVERSIDE	CITY OF INDIO	CITY OF COACHELLA	TOTAL
share	75%	20%	5%	100%
Plans, Specs & Estimates, Environmental Clearance, Advertise & Award	\$ 41,000	\$ 11,000	\$ 3,000	\$ 55,000
Construction (including 10% contingency)	\$ 634,000	\$ 169,000	\$ 42,000	\$ 845,000
Construction Inspection, Material Testing, Construction Survey	\$ 75,000	\$ 20,000	\$ 5,000	\$ 100,000
<b>Contingency (10%)</b>	\$ 75,000	\$ 20,000	\$ 5,000	\$ 100,000
<b>TOTAL COSTS PER AGREEMENT</b>	<b>\$ 825,000</b>	<b>\$ 220,000</b>	<b>\$ 55,000</b>	<b>\$ 1,100,000</b>