

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



ITEM  
3.20  
(ID # 6249)

**MEETING DATE:**

Tuesday, March 13, 2018

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of the Service Agreement between the County of Riverside and City of Coachella for the Tyler Street Resurfacing Project, 4th District, [\$48,352] 100% City Funds (Companion Item to MT Item 6238)

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

1. Approve the Service Agreement between the County of Riverside and City of Coachella for Tyler Street Roadway Improvements; and
2. Authorize the Chairman of the Board to execute the same on behalf of the County of Riverside.

**ACTION:** Policy

  
Patricia Romo, Director of Transportation 2/6/2018


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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: March 13, 2018  
xc: Transp.

Kecia Harper-Ihem  
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>   | \$ 48,352                   | \$                       | \$ 48,352                 | \$                  |
| <b>NET COUNTY COST</b>  | \$ 0                        | \$                       | \$                        | \$                  |
| <b>SOURCE OF FUNDS:</b> 100% City of Coachella. There are no General Funds used in this project |                             |                          | <b>Budget Adjustment:</b> | No                  |
|   |                             |                          | <b>For Fiscal Year:</b>   | 17/18               |

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

**BACKGROUND:**

**Summary**

The Transportation Improvement Program (TIP) provides for the resurfacing of Tyler Street between Avenue 54 and Airport Boulevard, located in the Community of Thermal. The City of Coachella's jurisdiction is along the east side of Tyler Street from Avenue 54 to a point approximately 1,300 feet south of Avenue 54.

The Tyler Street Resurfacing Project proposes to Cold-In-Place Recycle the existing asphalt, and overlay with Asphalt Rubber Hot Mix between Airport Boulevard and Avenue 54.

The County of Riverside and the City of Coachella desire to designate the County as 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 Coachella to fund 100% of the project within the jurisdictional boundaries of the City.

The City will deposit \$48,352 which is one hundred percent (100%) of the estimated cost including a ten percent (10%) contingency for their portion of the work. The County is providing services and has no obligation to fund any portion if the project within the City's jurisdiction.

By Minute Order 3.29 of October 31, 2017, the Board of Supervisors advertised for bid the Harrison Street, Robert Road, Airport Boulevard, Tyler Street, Chiriaco Road and Summit Road resurfacing project.

Bids were opened on December 6, 2017 and the contract award is a companion item on this same board agenda.

The Service Agreement was approved by the Coachella City Council on February 14, 2018.

County Council has approved the Agreement as to legal form.

Project No.: C3-0064

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

**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.

The work is scheduled to begin in the spring of 2018. The work will be phased to keep the road open during construction as much as possible and will take approximately one month to complete.

**Additional Fiscal Information**

The City of Coachella will be responsible for 100% funding of the Tyler Street Resurfacing Project costs within the city jurisdiction.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Service Agreement

Vicinity Map

  
\_\_\_\_\_  
Gregory V. Priaplos, Director County Counsel      3/1/2018

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF COACHELLA

FOR

TYLER STREET ROADWAY IMPROVEMENTS

This Agreement is entered into this 13<sup>th</sup> day of March, 2018, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Coachella, (hereinafter "CITY") for Roadway Improvements to Tyler Street, 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. The COUNTY currently has a Roadway Improvement Project on Tyler Street from Airport Boulevard northerly to Avenue 54, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECT).
- B. COUNTY and CITY have mutually agreed that Tyler Street, a 26' wide two lane facility, between Airport Boulevard and Avenue 54, is in need of roadway improvements.
- C. The CITY limit is along the east side of Tyler Street between Avenue 54<sup>th</sup> and approximately 1300' south of Avenue 54<sup>th</sup> as shown on "Exhibit A." (Vicinity Map) The area within the CITY limits is estimated at approximately 17,000 square feet. All improvement being proposed within CITY limits shall be referred to as CITY PROJECT.
- D. The Roadway Improvement on Tyler Street will consist of Cold-In-Place Recycling of the existing pavement, and overlaying the roadway with Hot Mix Asphalt. Incidental work will include and not be limited to constructing a safety edge, shoulder backing, and striping the roadway.
- E. 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.
- F. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT.
- G. 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 shall not solicit construction bids until CITY has approved the PS&E documents.
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's construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for the purposes of constructing PROJECT.
5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
6. To advertise, award and 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 regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code.

7. To furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.

8. To furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.

9. 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, 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.

10. To construct the CITY PROJECT in accordance with approved PS&E documents.

11. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for CITY PROJECT improvements that are located within the jurisdictional boundaries of the CITY to CITY for review and approval prior to final authorization by COUNTY.

12. To furnish CITY one complete set each 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 completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans are available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.

13. 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, Forty eight thousand three hundred fifty one dollars and fifty seven cents (\$48,351.57) (the "Deposit"), which represents one hundred percent (100%) of the costs to complete construction, including construction survey, inspection and materials testing for CITY PROJECT, 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:**

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 10% contingency, is estimated to be Forty eight thousand three hundred fifty one dollars and fifty seven cents (\$48,351.57) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as required in Section 2.
3. 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" will occur, COUNTY may award the contract.
4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate Cost will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon,

1 this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred  
2 costs in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1).  
3 COUNTY shall reimburse CITY within forty five (45) days of termination.

- 4 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not  
5 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such  
6 work has been issued by CITY.
- 7 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
8 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily  
9 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
10 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to  
11 each policy shall be required which name CITY, its officers, agents and employees, as additionally  
12 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation  
13 Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and  
14 Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of  
15 construction.
- 16 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will  
17 be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
18 will be necessary to transfer ownership.
- 19 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except  
20 as specified in this Agreement or future agreements.
- 21 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
22 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each  
23 party hereto.
- 24 10. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
25 by reason of any act or omission of COUNTY under or in connection with any work, authority or  
26 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to  
27 Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability  
28 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or  
29 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 CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the 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 Coachella

Attn: Jonathan Hoy

City Engineer

1515 Sixth Street

Coachella, CA 92236

Phone: (760) 398-5744

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 3-5-2018

PATRICIA ROMO


Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

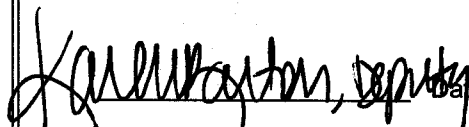
By:  Dated: 3-5-18  
**SYNTHIA M. GUNZEL**  
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAR 13 2018  
**CHUCK WASHINGTON**  
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

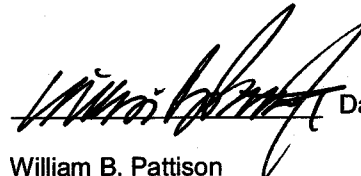
 Dated: MAR 13 2018  
**KECIA HARPER-IHEM**

Clerk of the Board (SEAL)

CITY Service Agreement

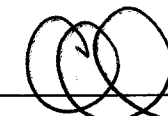
CITY Approvals

APPROVED BY:

 Dated: 02/28/2018  
**William B. Pattison**  
PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

 Dated: 02/28/2018  
**Carlos Campos**  
PRINTED NAME  
CITY Attorney

ATTEST:

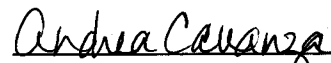
 Dated: 02/28/2018  
**Andrea Carranza**  
PRINTED NAME  
Deputy City Clerk



EXHIBIT A  
VICINITY/PROJECT MAP



TYLER STREET RESURFACING  
C3-0064



EXHIBIT B  
CITY PROJECT COST

**ESTIMATED COSTS:**

| TASK  | CITY COSTS         |
|---|--------------------|
| Construction                                | \$38,681.25        |
| Construction contingency (10%)              | \$3,868.13         |
| Construction Engineering & Inspection (15%) | \$5,802.19         |
| <b>TOTAL PROJECT COST</b>                   | <b>\$48,351.57</b> |