

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



ITEM
3.34
(ID # 9693)

MEETING DATE:

Tuesday, May 21, 2019


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of the Service Agreement by and between the County of Riverside and
City of Coachella for the 52nd and 54th Avenue Resurfacing Projects, 4th
District. [\$1,251,548 Total Cost - 100% City Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and City of Coachella for 52nd and 54th Avenue Roadway Improvements in the amount of \$1,251,548 for FY 19/20-20/21, and authorize the Chairman of the Board to execute the same.

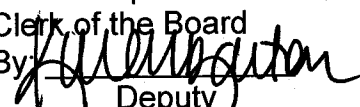
ACTION: Policy


Patricia Romo, Director of Transportation 5/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: May 21, 2019
xc: Transp.

Kecia Harper
Clerk of the Board
By: 
Deputy

**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	\$ 200,000	\$ 525,774	\$ 1,251,548	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City of Coachella. There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 18/19 - 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Improvement Program (TIP) provides for the resurfacing of 52nd Avenue between Fillmore Street and approximately 2000' west of Fillmore Street, and 54th Avenue between Harrison Street and Grapefruit Boulevard, located in the Community of Thermal. The City of Coachella's jurisdiction is along the South side of 52nd Avenue along the entire limits, and along the South side 54th Avenue for the entire limits as well as the north side of 54th Avenue between Tyler Street and approximately 0.25 miles east of Tyler Street.

The 52nd and 54th Avenue Resurfacing Projects propose to overlay the existing asphalt with Asphalt Rubber Hot Mix.

The County of Riverside and the City of Coachella have designated the County as the lead agency for the projects. The Service Agreement establishes the roles and responsibilities of each agency for the construction of the projects and obligates the City of Coachella to fund 100% of the project within the jurisdictional boundaries of the City.

The City will make an initial \$200,000 deposit and will pay the remaining balance over the next two fiscal years. The estimated cost includes a 10% contingency for the City's 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 3.33 of January 29, 2019, the Board of Supervisors advertised for bid the 52nd and 54th Avenue resurfacing projects.

Bids were opened on February 20, 2019 and the contract award is a companion item on the same board agenda.

The Service Agreement was approved by the Coachella City Council on March 13, 2019.

County Council has approved the Agreement as to legal form.

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

Project No. C10593, 52nd Avenue Resurfacing Project
C10595, 54th Avenue Resurfacing Project

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 summer of 2019. 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

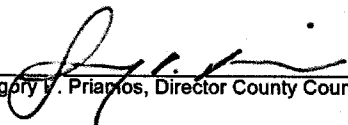
The City of Coachella will be responsible for 100% funding of the 52nd and 54th Avenue Resurfacing Project costs within the city jurisdiction.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Service Agreement
Vicinity Map



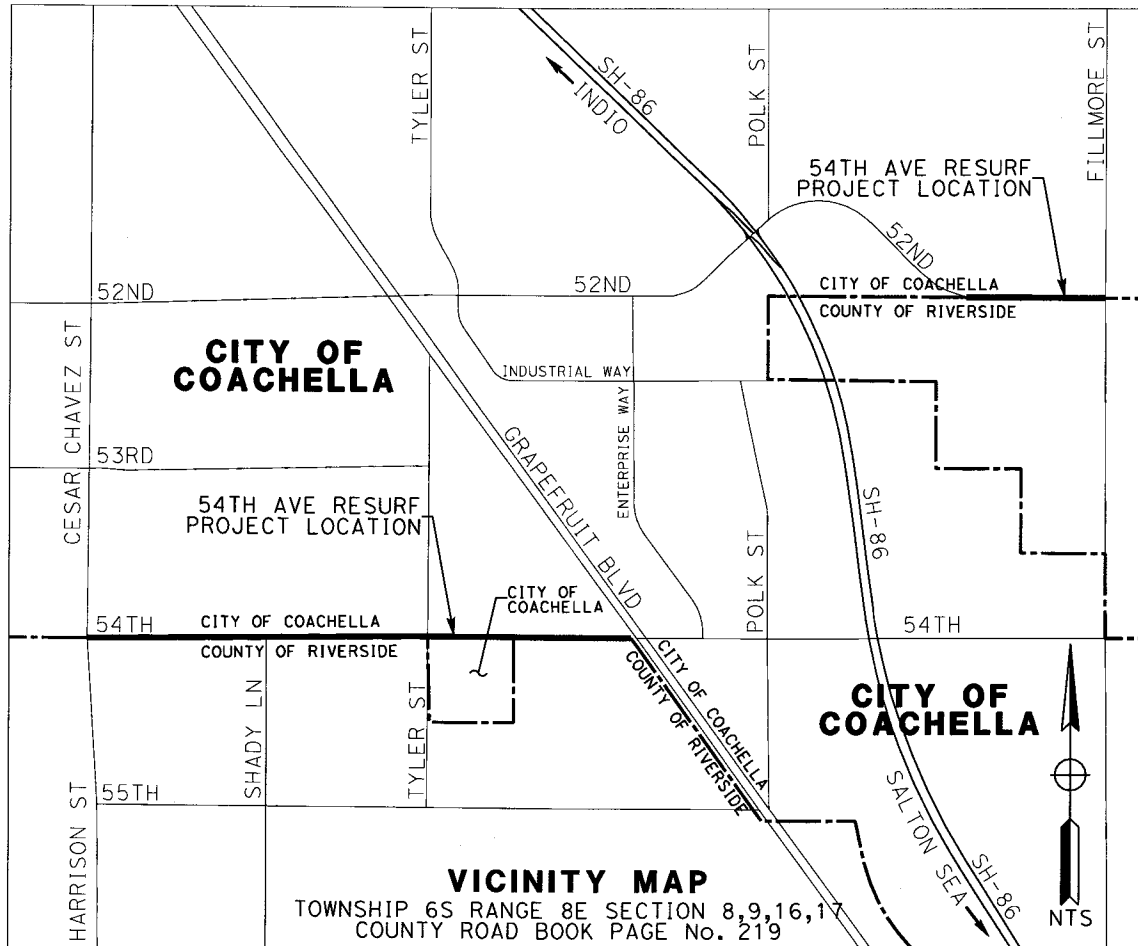
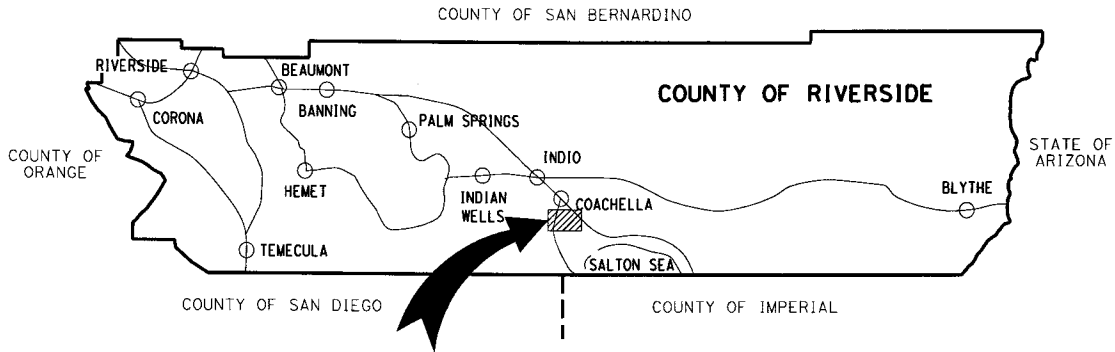
Gregory V. Priamos, Director County Counsel 5/15/2019

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

52nd Avenue and 54th Avenue
Resurfacing Project

Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street

Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595



SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF COACHELLA

FOR

52ND AVENUE ROADWAY IMPROVEMENTS

AND

54TH AVENUE ROADWAY IMPROVEMENTS

This Service Agreement for 52nd Avenue and 54th Avenue Roadway Improvements ("Agreement") is entered into this 21st day of May, 2019, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Coachella, a municipal corporation, (hereinafter "CITY") for Roadway Improvements to 52ND Avenue and 54th Avenue, 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 Roadway Improvement Projects on 52nd Avenue from Fillmore Street to 0.38 miles westerly of Fillmore Street and on 54th Avenue from Harrison Street/Cesar Chavez Street to Grapefruit Boulevard, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECTS).
- B. COUNTY and CITY have mutually agreed that 52nd Avenue, a 24' wide two lane facility, between Fillmore Street to 0.38 miles westerly of Fillmore Street, is in need of roadway improvements.
- C. COUNTY and CITY have mutually agreed that 54th Avenue, a variable width two lane facility, between Harrison Street/Cesar Chavez Street and Grapefruit Boulevard, is in need of roadway improvements.
- D. The CITY limit is along the north side of 52nd Avenue for the entire project limits and along the north side of 54th Avenue for the entire project limits including the south side between Tyler Street and approximately 1,350 east of Tyler Street as shown on "Exhibit A" and "Exhibit B" (Vicinity/Project Map) respectively. All improvement being proposed within CITY limits shall be referred to as CITY PROJECTS.
- E. The Roadway Improvement on 52nd Avenue and 54th Avenue will consist of Cold-In-Place Recycling of the existing pavement, and overlaying the roadway with Rubberized Hot Mix Asphalt. Incidental work will

1 include and not be limited to constructing a safety edge, shoulder backing, repair of damaged concrete
2 improvements, pavement widening, replacement of signage, and striping the roadway.

3 F. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway
4 improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce
5 overall costs by processing the two separate jurisdictional improvements as one project.

6 G. COUNTY will provide the administrative, technical, managerial, and support services necessary for the
7 implementation of the CITY PROJECTS.

8 H. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECTS
9 are to be administered, engineered, coordinated, and constructed.

10 **AGREEMENT**

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

13 **SECTION 1 • COUNTY AGREES:**

- 14 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the
15 CITY PROJECTS. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit C"
16 and has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECTS.
- 17 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECTS and submit to CITY
18 for review and approval at appropriate stages of development. Final plans for improvements shall be
19 prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.
20 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit
21 construction bids until CITY has approved the PS&E documents.
- 22 3. To identify and locate all utility facilities within the limits of the CITY PROJECTS as part of its design
23 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECTS
24 construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their
25 protection, relocation, or removal. All utility facilities shall be identified on the plans and specifications,
26 and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors
27 performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to
28 the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort
29 to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case

1 that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne
2 by the CITY.

3 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way
4 for the purposes of constructing PROJECTS.

5 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY
6 PROJECTS.

7 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECTS
8 in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
9 requirements, laws or regulations, including but not limited to the local agency public construction codes,
10 California Labor Code, and California Public Contract Code.

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

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

18 9. To construct the CITY PROJECTS in accordance with approved PS&E documents.

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

22 11. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all
23 contract records, including survey documents, within three hundred and sixty-five (365) days following the
24 completion and acceptance of the PROJECTS construction contract. Electronic copies of completed
25 plans are available if CITY desires. If electronic copies are provided, they will be provided on CD-R
26 media.

27 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
28 and acceptance of the CITY PROJECTS construction contract. If final costs associated with the CITY's
29 improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with

1 the financial reconciliation. If final costs associated with the CITY's improvements are less than the
2 deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial
3 reconciliation.

4 **SECTION 2 • CITY AGREES:**

- 5 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should
6 unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit C",
7 CITY will in good faith amend this Agreement to include any such costs under this Agreement.
- 8 2. To deposit with COUNTY, within 30 days of executing this agreement, two hundred thousand dollars
9 (\$200,000) (the "Deposit"), as provided in "Exhibit C". With the remaining funds being paid within three
10 (3) fiscal years for a grand total of one million two hundred fifty one thousand five hundred forty seven
11 dollars and sixty three cents (\$1,251,547.63) to be paid by CITY.
- 12 3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
13 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and
14 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and
15 construction of the CITY PROJECTS.
- 16 4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and
17 the construction of CITY PROJECTS, and to verify facilities are constructed as required by this
18 Agreement, if applicable.
- 19 5. To provide at no cost to the CITY PROJECTS, oversight of the CITY PROJECTS, to provide prompt
20 reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing
21 of the CITY PROJECTS.
- 22 6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for
23 CITY PROJECTS submitted by COUNTY for services rendered in accordance with this Agreement.

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

- 25 1. The total cost to CITY to complete PS&E documents, construction, including construction survey,
26 inspection and a material testing for CITY PROJECTS, including a ten percent (10%) contingency, is
27 estimated to be, one million two hundred fifty one thousand five hundred forty seven dollars and sixty
28 three cents (\$1,251,547.63) as detailed in "Exhibit C".
- 29 2. COUNTY shall not be obligated to commence construction of the CITY PROJECTS until after receipt of

1 CITY's deposit as required in Section 2.

- 2 3. If upon opening of bids for construction of the PROJECTS the bids indicate a cost overrun of no more
3 than 10% of the construction costs estimate as described in "Exhibit C" will occur, COUNTY may award
4 the contract.
- 5 4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate
6 Cost will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after
7 thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon,
8 this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred
9 costs in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1).
10 COUNTY shall reimburse CITY within forty five (45) days of termination.
- 11 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not
12 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such
13 work has been issued by CITY.
- 14 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
15 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily
16 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
17 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to
18 each policy shall be required which name CITY, its officers, agents and employees, as additionally
19 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation
20 Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and
21 Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of
22 construction.
- 23 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
24 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
25 will be necessary to transfer ownership.
- 26 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECTS except
27 as specified in this Agreement or future agreements.
- 28 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
29 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each

1 party hereto.

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

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

16 12. In the event that CITY defaults in the performance of any of its obligations under this Agreement or
17 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to
18 terminate this Agreement upon 90 days written notice to CITY.

19 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
20 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the
21 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any
22 way.

23 14. This Agreement is to be construed in accordance with the laws of the State of California.

24 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.

25 16. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or
26 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of
27 Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of
28 venue in such proceedings to any other county.

29 17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of

1 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY
2 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement
3 shall not be construed against the party that prepared it in its final form.

4 18. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall
5 not be construed to be a waiver of any subsequent or other breach of the same or any other provision
6 hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete
7 compliance with any of the provisions of this Agreement shall not be construed as in any manner
8 changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

9 19. This Agreement and Exhibits A-C herein contain the entire agreement between the PARTIES, and are
10 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation
11 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set
12 forth in this Agreement, is null and void.

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

17 21. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to
18 CITY PROJECTS for a period of minimum three (3) years from the date of Notice of Completion of the
19 CITY PROJECTS.

20 22. All notices, demands, invoices, and other communications required or permitted hereunder shall be in
21 writing and delivered to the following addresses or such other address as the PARTIES may designate:
22

23 COUNTY:

24 Riverside County Transportation Department

25 Attn: Patricia Romo,

26 Director of Transportation

27 4080 Lemon Street, 8th Floor

28 Riverside, CA 92501
29

CITY:

City of Coachella

Attn: Jonathan Hoy

City Engineer

1515 Sixth Street

Coachella, CA 92236

52nd Avenue and 54th Avenue Roadway Improvements

Phone: (951) 955-6740

Phone: (760) 398-5744

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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 5/14/19

PATRICIA ROMO

Director of Transportation

Juan C. Perez
Asst. CEO/TLMA Director

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 5-15-19
Cynthia M. Goveal
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

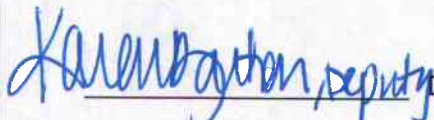
 Dated: MAY 21 2019

KEVIN JEFFRIES

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: MAY 21 2019

KECIA HARPER-HEM

Clerk of the Board (SEAL)

CITY Service Agreement

CITY Approvals

APPROVED BY:

 Dated: 4/22/19

William B. Pattison

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:


 Dated: 3/27/19

Carlos Campos

PRINTED NAME

CITY Attorney

ATTEST:

 Dated: 4/2/2019

Andrea Carranza

PRINTED NAME

Deputy City Clerk

52nd Avenue and 54th Avenue Roadway Improvements
EXHIBIT A

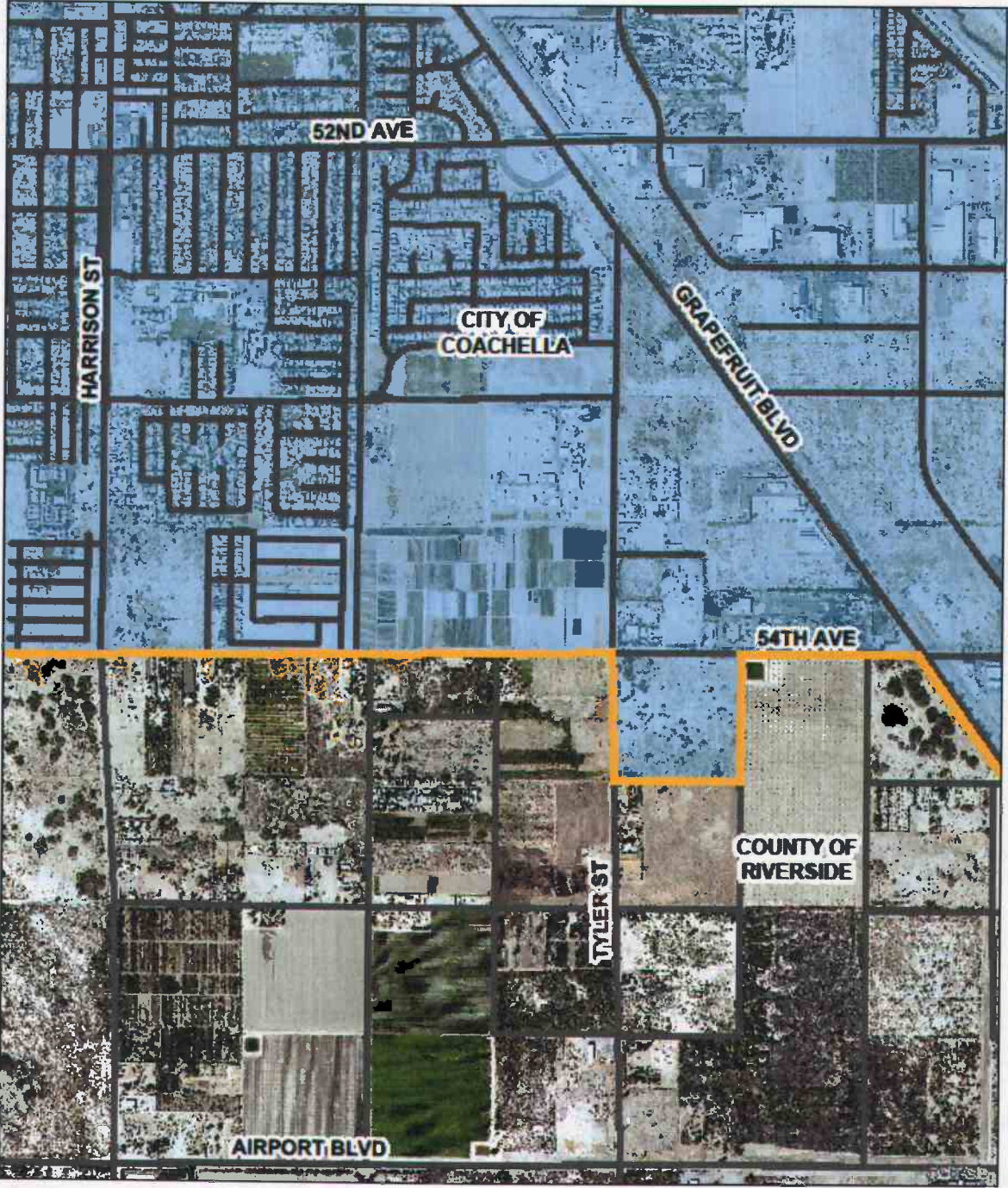
VICINITY/PROJECT MAP



52nd Avenue Resurfacing
C1-0593

EXHIBIT B

VICINITY/PROJECT MAP



0 650 1,300 2,600 Feet
 1 inch = 1,300 feet



54th Avenue Resurfacing
 C1-0595

EXHIBIT C

CITY PROJECTS
ESTIMATED COSTS

TASK	CITY COSTS 52 nd Avenue	CITY COSTS 54 th Avenue	TOTAL CITY COSTS
Construction	\$164,254.00	\$857,246.50	\$1,021,500.50
Construction contingency (10%)	\$16,425.40	\$85,724.65	\$102,150.05
Construction Engineering & Inspection (15%)	\$24,638.10	\$128,586.98	\$153,225.08
Credit for Van Buren St Signal			-25,328.00
TOTAL PROJECT COST	\$205,317.50	\$1,071,558.13	\$1,251,547.63

City of Coachella will pay full amount in 3 fiscal years
 Year 1 (FY 18/19): \$200,000.00 (DEPOSIT)
 Year 2 (FY 19/20): \$525,773.82
 Year 3 (FY 20/21): \$525,773.81