

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



**ITEM: 3.33
(ID # 12251)**

MEETING DATE:
Tuesday, April 21, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Service Agreement by and between the City of Coachella and the County of Riverside for Van Buren Street Pavement Overlay. District 4. [\$107,000 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project under the County of Riverside jurisdiction is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (c) – Existing Facilities;
2. Approve the Service Agreement by and between the City of Coachella and the County of Riverside for Van Buren Street Pavement Overlay and Authorize the Chairman of the Board to execute the same; and
3. Direct the Clerk of the Board of Supervisors to file the Notice of Exemption with the County Clerk for posting within five (5) working days.


ACTION:Policy


Patricia Romo, Director of Transportation 4/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: April 21, 2020
xc: Transp.

Kecia R. 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	\$ 107,000	\$ 0	\$ 107,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/SB-1 (100%). There are no General Funds used on this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Coachella (City) recently began construction of an Active Transportation Program (ATP) project that includes widening Van Buren Street, from 53rd Avenue to 55th Avenue, to accommodate bike lanes and pedestrian improvements within the City of Coachella and County of Riverside (County) jurisdictions.

Van Buren Street between 53rd Avenue and 54th Avenue will be widened and resurfaced as a part of the ATP project; however, only paved shoulders will be constructed between 54th Avenue and 55th Avenue. The pavement in this segment is deteriorated and adding paved shoulders to both sides of the roadway is not ideal. In February 2020, the County reached out to the City to partner on rehabilitating the pavement in this section of Van Buren Street. The City agreed to include the pavement rehabilitation work in their ATP project and take the lead on the construction and contact administration of the improvements.

The proposed improvements includes overlaying approximately 2,500 linear feet of Van Buren between 54th Avenue and 55th Avenue by grinding the top one inch of the existing roadway and placing 2 inches of asphalt pavement.

The City of Coachella City Council is expected to approve the Service Agreement between the City of Coachella and County of Riverside for Van Buren Pavement Overlay on their April 22, 2020 City Council meeting.

Environmental Analysis:

The proposed segment of the Van Buren project under the County's jurisdiction is exempt from CEQA under Section 15301 (c) because the project does not create additional automobile lanes and involve no expansion of use of the existing roadway and associated facilities.

Project Number: D0-0107

Impact on Residents and Businesses

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

The rehabilitation of the roadway will benefit residents and businesses of adjacent communities by providing a safe and smooth pavement. Businesses and residents benefiting from the proposed improvement are: Coachella Valley Vista High School, Augustine Casino, and residential communities within the area.

SUPPLEMENTAL:

Additional Fiscal Information

The County's total contribution including construction and inspection is estimated to cost \$107,000. The City project is currently under construction and the anticipated completion is in June 2020.


There are no County General Funds used on this Project.

ATTACHMENTS

Service Agreement

Vicinity Map

Notice of Exemption and Journal Voucher


Jason Farin, Senior Management Analyst

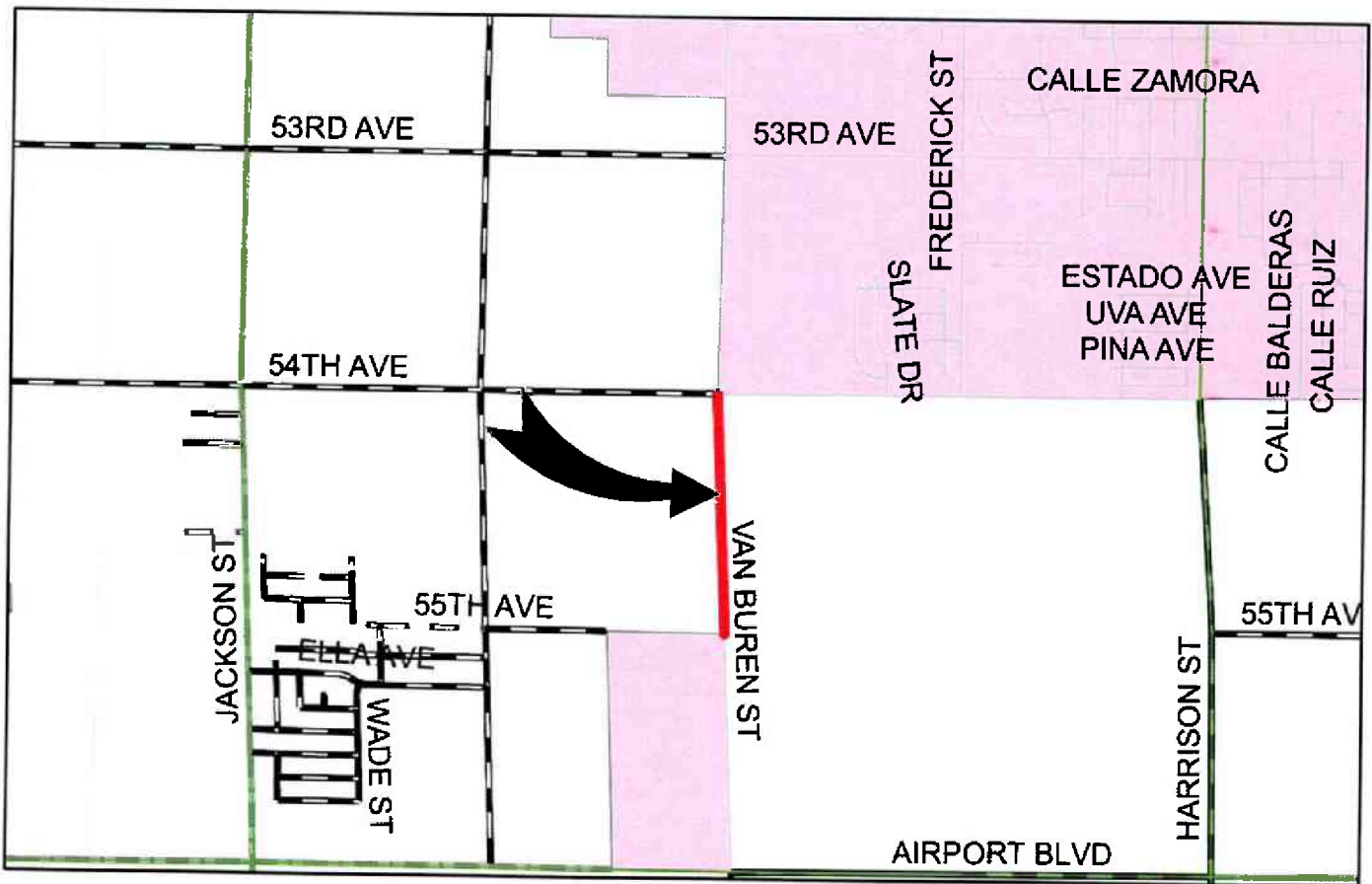
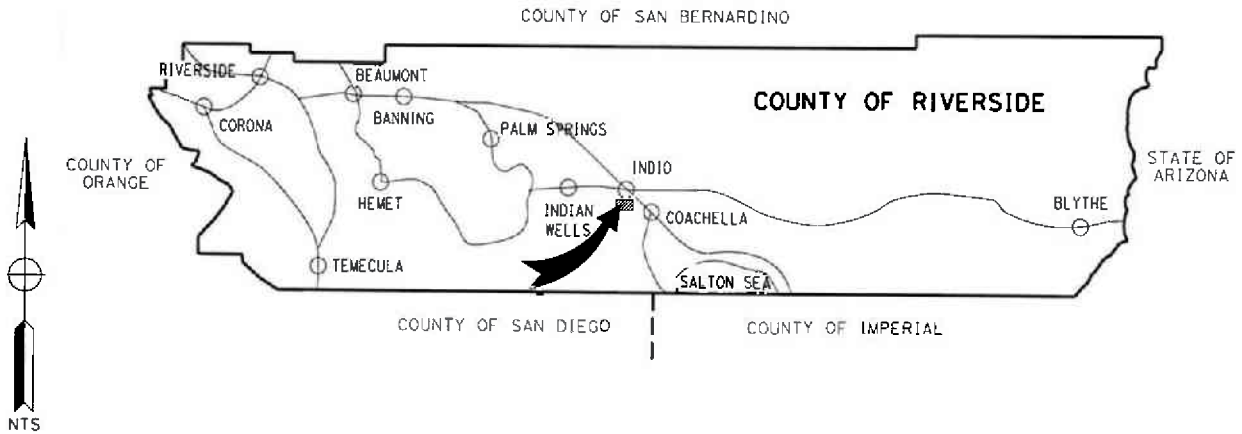
4/14/2020


Gregory J. Pappas, Director County Counsel

4/13/2020

**C O U N T Y O F R I V E R S I D E
T R A N S P O R T A T I O N D E P A R T M E N T**

**VAN BUREN STREET
PAVEMENT OVERLAY**



LEGEND:

- COLD MILL & OVERLAY
- 2' HOT MIX ASPHALT

VICINITY MAP

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Director of Transportation

Transportation Department
NOTICE OF EXEMPTION

Mojahed Salama, P.E.
Deputy for Transportation Capital Project
Richard Lantis, P.L.S.
Deputy for Transportation Planning and
Development

March 30, 2020

PROJECT TITLE: Van Buren Street Pavement Rehabilitation
Work Order #D00107, Task Code #Z1530

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: Coachella

SUPERVISORIAL DISTRICT: 4th

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

4/27/2020 KB
Date Initial

PROJECT DESCRIPTION: The Riverside County Transportation Department (RCTD), in partnership with the city of Coachella, proposes to rehabilitate a segment of Van Buren Street within the County jurisdiction. The project will overlay approximately a 2,500-foot segment of Van Buren Street between 54th Avenue and 55th Avenue. The work will consist of grinding the top of the existing roadway and overlaying with Hot Mix Asphalt.

ENVIRONMENTAL ANALYSIS:

The proposed project will be constructed within existing County right-of-way. Temporary construction easements will not be required for the proposed improvements.

This project is subject to compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). In accordance with Section 7.1 of the CVMSHCP, necessary operation and maintenance within existing roadways are considered a covered activity outside conservation areas. This project is not within a conservation area and is considered to be a maintenance activity, therefore it is a covered activity under the CVMSHCP.

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

Section 15301 (c) – Existing Facilities – The project proposes to overlay Van Buren Street between 54th Avenue and 55th Avenue. The proposed project is exempt from CEQA under Section 15301 (c) because rehabilitation of Van Buren Street does not create additional automobile lanes and involves no expansion of use of the existing roadway and associated facilities.

By: Mohamed Eissa, Assistant Transportation Planner

Signed: Mary Zambon
Mary Zambon, Environmental Project Manager

APR 21 2020 3.33

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Director of Transportation

Mojahed Salama, P.E.
Deputy for Transportation Capital Project
Richard Lantis, P.L.S.
Deputy for Transportation Planning and Development

Transportation Department

DATE: March 30, 2020

TO: Josefina Castillo-Avila, ACR Technician III

FROM: *MZambon*
Mary Zambon, Environmental Project Manager

RE: **Van Buren Street Pavement Rehabilitation**
W.O.#ZD00107C Task Code #Z1530

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 82-213, Division 11, Section 205C. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Mohamed Eissa. If you have any questions, please contact Mohamed at (951) 955-1506.

Attachment

cc: file

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-
537280-20000-313050000 ZD00107C Z1530

AUTHORIZATION NUMBER: W.O.#ZD00107C, Task Code Z1530

AMOUNT: \$50.00

DATE: March 30, 2020

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mary Zambon, Environmental Project Manager

Signature: M Zambon

PRESENTED BY: Mohamed Eissa

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

SERVICE AGREEMENT BY AND BETWEEN

CITY OF COACHELLA

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

AND

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you

COUNTY OF RIVERSIDE

FOR

VAN BUREN STREET

PAVEMENT OVERLAY

This Agreement is entered into this 21st day of April, 2020, by and between the City of Coachella, a municipal corporation (hereinafter "CITY"), and the County of Riverside, (hereinafter "COUNTY") on behalf of its Transportation Department, for pavement overlay improvement located within the jurisdictional boundaries of COUNTY. The CITY and COUNTY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. WHEREAS, COUNTY has determined the need to overlay the existing asphalt surface on Van Buren Street from 54th Avenue to 55th Avenue for approximately 0.5 linear miles in the Coachella area of Riverside County ("PROJECT"); and
- B. WHEREAS, COUNTY has determined that it requires the construction services to overlay Van Buren Street as shown in Exhibit A, the pavement rehabilitation described above within the jurisdictional boundaries of COUNTY is sometimes hereinafter referred to collectively as "COUNTY PROJECT"; and
- C. WHEREAS, CITY is fully qualified to administer the work that includes asphalt grinding and repaving, traffic control, replacement of any pavement marking including cross walks and striping; and
- D. WHEREAS, CITY has a pavement rehabilitation project within the jurisdictional boundaries of CITY, the pavement rehabilitation along Van Buren Street are sometimes hereinafter referred to collectively as "CITY PROJECT".
- E. WHEREAS, COUNTY will benefit from the cost savings associated with a larger improvement project.
- F. WHEREAS, COUNTY desires to work with the CITY to construct the COUNTY PROJECT, together with the CITY PROJECT since CITY has extensive experience in the development and implementation

1 of similar type projects.

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

4 H. WHEREAS, CITY and COUNTY desire to define herein the terms and conditions under which said
5 COUNTY PROJECT is to be administered, engineered, coordinated, and constructed.

6 **AGREEMENT**

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

8 **SECTION 1 • CITY AGREES TO:**

- 9 1. Act as the lead agency on behalf of the COUNTY for the overall implementation of the COUNTY PROJECT.
10 The CITY is providing services on a reimbursable basis and has no obligation to fund any portion of the
11 COUNTY PROJECT. Nothing in this Agreement is intended to commit the CITY to provide replacement
12 funding for or to continue with the COUNTY PROJECT, if funds are not available.
- 13 2. Furnish COUNTY with detailed Plans, Specifications & Estimate (PS&E) documents for the COUNTY
14 PROJECT. Final plans for improvements are prepared to CITY standards, and signed by a Civil Engineer
15 registered in the State of California. Deviations from standards shall be coordinated with and approved by
16 COUNTY. CITY shall not begin construction within COUNTY until COUNTY has approved the COUNTY
17 PROJECT portion of the PS&E documents, which approval shall not be unreasonably withheld.
- 18 3. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
19 The COUNTY will prepare and approve CEQA clearance for the COUNTY PROJECT.
- 20 4. Direct CITY’s contractor to identify any existing surface utility facilities within the limits of the COUNTY
21 PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
- 22 5. Direct CITY’s contractor to make written application to COUNTY for an encroachment permit authorizing
23 entry into COUNTY right of way for the purposes of constructing CITY PROJECT and COUNTY PROJECT.
- 24 6. Advertise, award, and administer a public works contract for the construction of the CITY PROJECT and
25 the COUNTY PROJECT in accordance with all applicable federal, state or local statutes, ordinances,
26 orders, governmental requirements, laws or regulations, including but not limited to the local agency public
27 construction codes, California Labor Code, and California Public Contract Code, and in accordance with
28 the encroachment permits issued by COUNTY.

- 1 7. Furnish a representative to perform the function of Resident Engineer during construction of COUNTY
2 PROJECT.
- 3 8. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
4 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
5 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
6 inspection and staff services necessary to assure that the construction is performed in accordance with the
7 PS&E documents.
- 8 9. Construct the COUNTY PROJECT in accordance with approved PS&E documents.
- 9 10. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid
10 amount for COUNTY PROJECT improvements to COUNTY for review and approval prior to final
11 authorization by CITY. If any contract change order causes the construction contract to change by less
12 than 10% of the bid amount for COUNTY PROJECT, CITY is authorized by COUNTY approval of this
13 Agreement to move forward with such change.
- 14 11. Furnish COUNTY a final reconciliation of project expenses within ninety (90) days following the completion
15 and acceptance of the CITY PROJECT and COUNTY PROJECT construction contract. Such final
16 reconciliation shall include, but not be limited to, any additional costs provided in Subsection 10 of Section
17 1 and Subsection 1 of Section 2. If final costs associated with the COUNTY PROJECT are in excess of
18 the Deposit provided in Section 2, CITY shall include a final bill with the financial reconciliation. If final costs
19 associated with the COUNTY PROJECT are less than the deposit provided in Section 2, CITY shall include
20 a reimbursement for the difference with the financial reconciliation.
- 21 12. Provide COUNTY one complete set of reproducible as-built plans and all contract documents including
22 calculations, estimates, and other documents produced as part of this contract within 90 days after
23 completion and acceptance of the COUNTY project.

24 **SECTION 2 • COUNTY AGREES TO:**

- 25 1. Fund one hundred percent (100%) of the cost of the COUNTY PROJECT, as shown in Exhibit "B".
26 COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over
27 those shown in Exhibit "B", COUNTY will pay such costs pursuant to Subsection 10 and Subsection 11 of
28 Section 1.

- 1 2. Deposit with CITY, prior to CITY start of work and upon written request by CITY, one hundred seven
2 thousand dollars (\$107,000.00) (the "Deposit"), which represents one hundred percent (100%) of the costs
3 to complete construction including asphalt grinding and repaving, localized asphalt repair, and engineering
4 and inspection for COUNTY PROJECT, as provided in Exhibit "B" .
- 5 3. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the COUNTY
6 PROJECT.
- 7 4. Issue, at no cost to CITY or its contractor, upon proper application by CITY or CITY's contractor, an
8 encroachment permit authorizing entry onto COUNTY right-of-way to complete construction, including
9 traffic control, construction survey, inspection and materials testing for the CITY PROJECT and COUNTY
10 PROJECT.
- 11 5. Provide at no cost to the CITY, oversight of the COUNTY PROJECT, to provide prompt reviews and
12 approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of the COUNTY
13 PROJECT.
- 14 6. Provide at no cost to CITY, a representative to coordinate and assist the CITY Resident Engineer during
15 the construction of the COUNTY PROJECT and to verify facilities are constructed as required by this
16 Agreement.
- 17 7. Pay CITY for any final costs associated with the COUNTY PROJECT that are in excess of the Deposit as
18 determined pursuant to Subsection 11 of Section 1.

19
20 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 21 1. CITY and COUNTY acknowledge and agree that any funding shortfall for the completion of the COUNTY
22 PROJECT will be the sole responsibility of COUNTY. Nothing in this Agreement is intended to commit the
23 CITY to funding any portion of COUNTY PROJECT, or shall be construed as obligating the CITY to provide
24 replacement funding for any anticipated funding or to continue with the COUNTY PROJECT, if funds are
25 no longer available. In the event that adequate funds are not available to move forward or to complete
26 COUNTY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding
27 for COUNTY PROJECT.
- 28 2. The total cost to COUNTY to complete construction, including asphalt grinding and repaving,

1 localized asphalt repair, engineering and inspection for COUNTY PROJECT is estimated to be one hundred
2 seven thousand dollars (\$107,000.00) as detailed in Exhibit "B".

3 3. CITY shall not be obligated to commence the COUNTY PROJECT until after receipt of COUNTY's Deposit
4 as required in Section 2, and CITY shall not be obligated to continue or complete COUNTY PROJECT if
5 there are insufficient funds in the COUNTY's Deposit unless the additional costs to complete the COUNTY
6 PROJECT are agreed by CITY and COUNTY to be included in the final bill pursuant to Subsection 11 of
7 Section 1. Further, City shall not be obligated to commence the COUNTY PROJECT until after receipt of
8 COUNTY's CEQA clearance for the COUNTY PROJECT in writing as specified in subsection 3 of Section
9 1.

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

12 5. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the Van Buren
13 Street pavement rehabilitation, a policy of Commercial Liability Insurance, including coverage of Bodily
14 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
15 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to
16 each policy shall be required which name COUNTY, its officers, agents and employees, as additionally
17 insured. CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY
18 shall cause CITY's contractor to provide Certificates of Insurance and Additional Insured Endorsements
19 which meet the requirements of this section to COUNTY prior to the start of construction.

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

23 7. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY PROJECT
24 except as specified in this Agreement or future agreements.

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

28 9. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability

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

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

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

16 12. COUNTY and CITY shall retain or cause to be retained for audit, all records and accounts relating to Van
17 Buren Street pavement rehabilitation for a period of minimum three (3) years from the date of Notice of
18 Completion of the CITY PROJECT and COUNTY PROJECT.

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

21 CITY:

22 City of Coachella

23 Attn: William Pattison

24 City Manager

25 53990 Enterprise Way

26 Coachella, CA 92236

27 Phone: (760) 398-3502

COUNTY:

Riverside County Transportation Department

Attn: Patricia Romo

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

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APPROVALS

CITY OF COACHELLA Approvals

APPROVED BY



William Pattison
PRINTED NAME
City Manager

APPROVED AS TO FORM



Carlos Campos
PRINTED NAME
City Attorney

ATTEST



for Angela Zepeda
PRINTED NAME
City Clerk

COUNTY Approvals


RECOMMENDED FOR APPROVAL



PATRICIA ROMO
Director of Transportation

APPROVED AS TO FORM

GREGORY P. PRIAMOS, COUNTY COUNSEL

By 
_____ **SYNTHIA M. GUNZEL**
County Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS



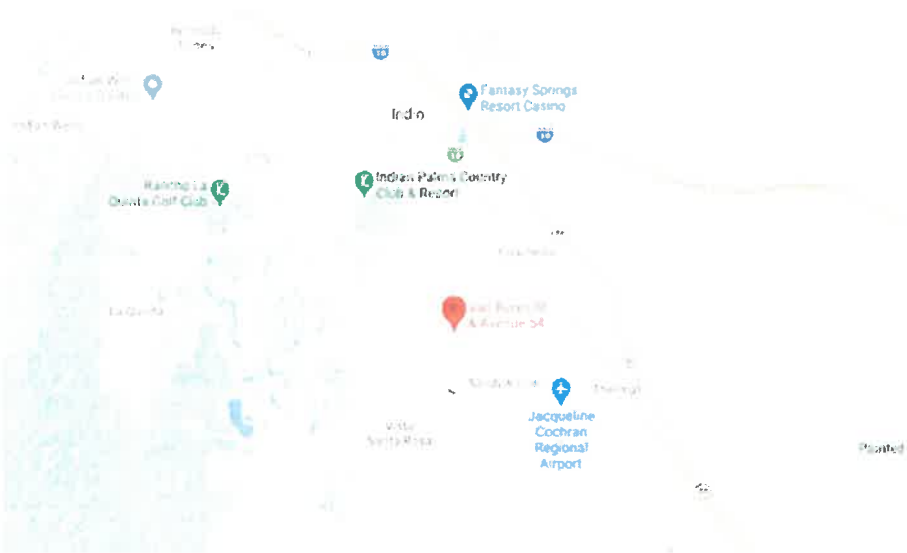
V. MANUEL PEREZ
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST



KECIA R. HARPER
Clerk of the Board (SEAL)

EXHIBIT A
VICINITY/PROJECT MAP



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EXHIBIT B
COUNTY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction (asphalt grinding & repaving)	\$ 80,000.00
Construction contingency	\$ 15,000.00
Construction engineering & inspection (15%)	\$12,000.00
TOTAL COST	\$ 107,000.00

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