

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



ITEM: 3.23
(ID # 13326)

MEETING DATE:
Tuesday, October 27, 2020

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 Blythe for the Hobson Way Resurfacing Project, District 4. [\$606,000 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 Blythe for the Hobson Way Roadway Improvements in the amount of \$606,000 for FY 20/21 and 21/22 and authorize the Chairman of the Board to execute the same.


ACTION:Policy


Patricia Romo, Director of Transportation 8/24/2020

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: October 27, 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	\$ 303,000	\$ 303,000	\$ 606,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City of Blythe. There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 20/21, 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated June 23, 2020 (Agenda Item 3.35), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Lovekin Boulevard Reconstruction Project, Mesa Drive Resurfacing Project, and Hobson Way Resurfacing Project, in the Communities of River Valley, Mesa Verde and East Blythe of eastern Riverside County.

The following road limits are included in the construction contract being awarded concurrently as MinuteTraq Item 13339:

Road Name	Begin		End	Road Segment Length
Lovekin Boulevard	Seeley Avenue	to	4,400 feet north of Seeley Avenue	0.85 miles
Mesa Drive	Bellwood Drive	to	Black Rock Road/ Hobson Way	0.25 miles
Hobson Way	Florence Boulevard (West)	to	2,680 feet east of De Frain Boulevard	1.2 miles

The City of Blythe (City) has agreed to participate in the resurfacing of Hobson Way. The city limits encompass the entire roadway width between Florence Boulevard (West) and a point 350 feet east of Florence Boulevard (East); then the southerly side of the Hobson Way survey centerline from 350 feet east of Florence Boulevard (East) to a point 2,680 feet east of De Frain Boulevard.

The improvements within the City will include the full pavement width between Florence Boulevard (West) and a point 350 feet east of Florence Boulevard (East); then the pavement south of the Hobson Way survey centerline to a point 1,350 feet east of Florence Boulevard (East). All pavement improvements are within the County limits between 1,350 feet east of Florence Boulevard (East) and a point 2,680 feet east of De Frain Boulevard.

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

The County of Riverside and the City of Blythe 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 Blythe to fund 100% of the project within the jurisdictional boundaries of the City.

The City of Blythe will make an initial \$303,000 deposit for Fiscal Year 20/21 and will be billed for the remaining balance in Fiscal Year 21/22. The City will be provided with a full accounting of costs to the City at project completion. The estimated cost includes a 10% contingency for the City's portion of the work, after final accounting has been completed any remaining balances will be refunded to the City. The County is providing services and has no obligation to fund any portion of the project within the City's jurisdiction.

The Service Agreement was approved by the Blythe City Council on October 13, 2020.

County Council has approved the Agreement as to legal form.

Project No. C1-0493, Lovekin Boulevard Reconstruction Project
 C1-0618, Mesa Drive Resurfacing Project
 D0-0075, Hobson Way Resurfacing Project (Agreement with City of Blythe)

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 late 2020. The work will be phased to keep the road open during construction as much as possible and will take approximately three months to complete.

Additional Fiscal Information

The City of Blythe will be responsible for funding 100% of the Hobson Way Resurfacing Project costs within the city's jurisdiction.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Service Agreement
Vicinity Map

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



Jason Farin, Principal Management Analyst 10/20/2020



Gregory L. Priamos, Director County Counsel 9/10/2020

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF BLYTHE

FOR

HOBSON WAY ROADWAY IMPROVEMENTS

This Service Agreement for the Hobson Way Roadway Improvements ("Agreement") is entered into this _____ day of _____, 2020, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Blythe, a municipal corporation, (hereinafter "CITY") for the Roadway Improvements to Hobson Way, located within the jurisdictional boundaries of the COUNTY and 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 Improvements on Hobson Way, from the western connection of Florence Boulevard to 2,680 feet east of De Frain Boulevard, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECT).
- B. COUNTY and CITY have mutually agreed that Hobson Way, a 32 to 56 foot variable width two lane facility from the western connection of Florence Boulevard to 2,680 feet east of De Frain Boulevard, is in need of roadway improvements.
- C. The CITY limit at Hobson Way is along the full width of Hobson Way from the western connection of Florence Boulevard to 350 feet east of the eastern connection of Florence Boulevard, southerly 16 feet south of Hobson Way's centerline between 350 feet east of the eastern connection of Florence Boulevard and 2,680 feet east of De Frain Boulevard, and the full width of Hobson Way at 2,680 feet east of De Frain Boulevard as shown on "Exhibit A" (Hobson Way Vicinity / Project Map). All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
- D. The roadway improvements on Hobson Way, from the western connection of Florence Boulevard to 2,680 feet east of De Frain Boulevard, will consist of pulverizing the existing pavement followed by overlaying the roadway with Hot Mix Asphalt. Incidental work will include and not be limited to, a safety edge, shoulder
- City of Blythe Service Agreement

backing, utility adjustments, construction of asphalt concrete driveway, reconstruction of asphalt concrete
overside drain, reconstruction of asphalt concrete dike, reconstruction of concrete curb ramp,
reconstruction of concrete cross gutter, reconstruction of concrete spandrel, replacement of signage, 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 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
City of Blythe Service Agreement

- 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 CITY 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 qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
 9. To construct the CITY PROJECT in accordance with approved PS&E documents.
 10. 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.
 11. To furnish CITY one complete set 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 CITY PROJECT construction contract. Electronic copies of completed plans will be made available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.
 12. 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
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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, three hundred three thousand dollars (\$303,000.00) (the "Deposit"), as provided in "Exhibit B", with the remaining funds being paid the following Fiscal Year for a grand total of six hundred six thousand dollars (\$606,000.00) to be paid by CITY.
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 ten percent (10%) contingency, is estimated to be, six hundred six thousand dollars (\$606,000.00) as detailed in "Exhibit B".
 2. COUNTY shall not be obligated to commence construction of 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 CITY PROJECT the bids indicate a cost overrun of no more than 10% of the Construction Cost Estimate as described in "Exhibit B", COUNTY may award the contract.
- City of Blythe Service Agreement

4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Construction Cost Estimate, 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, this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1). COUNTY shall reimburse CITY within forty five (45) days of termination.
5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except as specified in this Agreement or future agreements.
9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability

imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

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

12. 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.

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

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

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

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

17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.

18. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete

compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

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

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

21. 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.

22. 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 Blythe

Attn: Daniel Ojeda

Interim City Engineer

440 S. Main

Blythe, CA 92225

Phone: (760) 922-6611

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

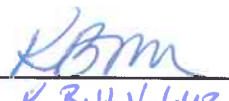
 Dated: 9-3-2020

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 9/3/2020
Deputy K. Bell Valdez

APPROVAL BY THE BOARD OF SUPERVISORS


 Dated: 10/27/2020

V. MANUEL PEREZ

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: 10/27/2020

KECIA R HARPER

Clerk of the Board (SEAL)

City of Blythe Service Agreement

CITY Approvals

APPROVED BY:

 Dated: 11/12/2020

Mallory Crecelius

PRINTED NAME

Interim CITY Manager


APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

CITY Attorney

ATTEST:

 Dated: 11/12/2020


Mallory Crecelius, City Clerk

PRINTED NAME

APPROVALS

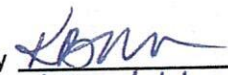
COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 9-3-2020

PATRICIA ROMO
Director of Transportation

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 9/3/2020
K. Bell Valdez
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA R HARPER
Clerk of the Board (SEAL)

City of Blythe Service Agreement


CITY Approvals

APPROVED BY:

_____ Dated: _____

Mallory Crecelius
PRINTED NAME
Interim CITY Manager

APPROVED AS TO FORM:

 Dated: 10/13/2020

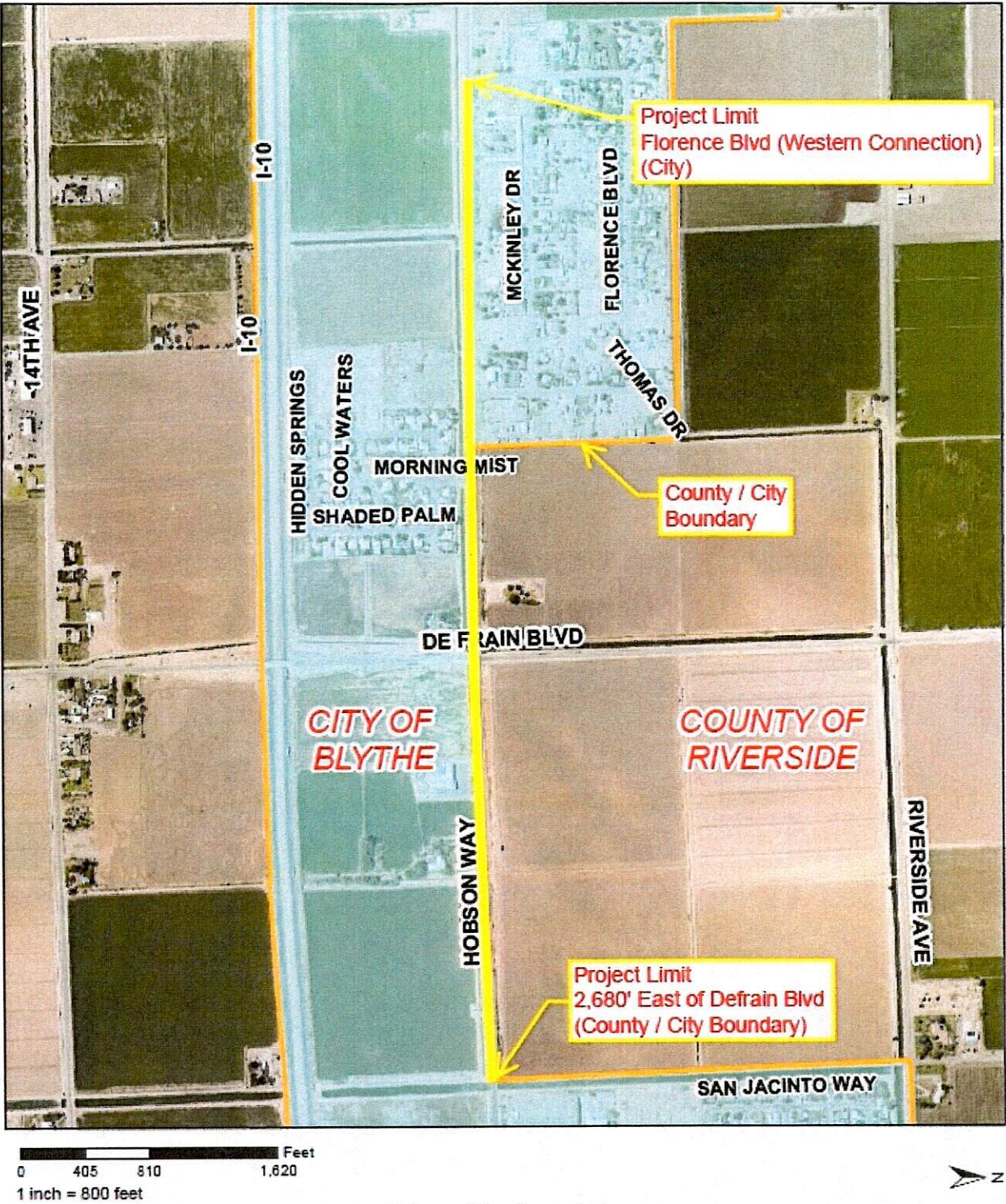
Britany Roberto
PRINTED NAME
CITY Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

EXHIBIT A – HOBSON WAY VICINITY / PROJECT MAP



Hobson Way Resurfacing
D0-0075

EXHIBIT B – CITY ESTIMATED PROJECT COSTS

TASK	TOTAL CITY COSTS
Construction Cost Estimate	\$485,000.00
Construction contingency (10%)	\$48,500.00
Construction Engineering & Inspection (15%)	\$72,500
TOTAL PROJECT COST	\$606,000.00

City of Blythe will pay full amount in 2 fiscal years

Year 1 (FY 20/21): \$303,000.00 (DEPOSIT)

Year 2 (FY 21/22): \$303,000.00

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

HOBSON WAY

RESURFACING
FLORENCE BLVD WEST TO 2,680 FEET EAST OF DE FRAIN BLVD
COMMUNITY OF EAST BLYTHE
WO# D0-0075

