

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



ITEM: 3.32
(ID # 14496)

MEETING DATE:
Tuesday, March 23, 2021

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Service Agreement and First Amendment to Agreement by and between the County of Riverside and the City of San Jacinto for Ramona Expressway Roadway Improvements for FY 20/21. District 3. [\$1,525,211 Total Cost - 100% City of San Jacinto] (Concurrent with MT Item #14458)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement and Amendment 1 between the County of Riverside and the City of San Jacinto for the Ramona Expressway Roadway Improvements for Fiscal Year 20/21 and authorize the Chairman of the Board to execute the same


ACTION: Policy


Mark Lancaster, Director of Transportation 2/16/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt
Nays: None
Abstain: Washington
Date: March 23, 2021
xc: Transp.

Kecia R. Harper
Clerk of the Board
By 
Deputy

(Companion item 3.29)

**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	\$ 1,525,211	\$ 0	\$ 1,525,211	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of San Jacinto (100%). There are no General Funds used on this project.			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Ramona Expressway is a two to four lane road; its width currently ranges from 40 to 120 feet. Roadway resurfacing is needed due to the deteriorated pavement conditions. Mainly, the Re-Bid Ramona Expressway Resurfacing Project will consist of five types of treatment within Supervisorial Districts 3 and 5.

Ramona Expressway Limits	Treatment Type
Rider Street to Lakeview Avenue	Overlay with Rubberized Hot Mix Asphalt (RHMA)
Lakeview Avenue to 5th Street, and 2,600-feet West of Warren Road to Warren Road	Grind existing asphalt and reclaim the pulverized material using a Foamed Asphalt treatment, and overlay with RHMA over Hot Mix Asphalt (HMA)
5th Street to 2,600 feet west of Warren Road	Slurry seal
At Lakeview Avenue Intersection, at Davis Road Intersection, and at Warren Road Intersection	Remove existing asphalt concrete and pave back with HMA
Outer westbound lane between 0.65 mi West of Warren Rd and 0.15 miles east of Sanderson Ave within the City of San Jacinto	Remove existing asphalt concrete, base section, and subgrade, and replace with new base and HMA

Additional improvements include safety features such as placement of centerline channelizers and rumble strip to help alert drivers who may stray from the travel lanes and other associated work.

At the Request of the City of San Jacinto, the reconstruction of the outer westbound lane between Warren Street and Sanderson Avenue, the fifth treatment option, was added to the bid via Addendum #1 as a separate plan set.

The City of San Jacinto approved the Service Agreement between the City of San Jacinto and the County of Riverside for the Ramona Expressway Roadway Improvements at their January

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STATE OF CALIFORNIA**

5th, 2021 City Council meeting. After opening bids on January 6th, the apparent low bidder's cost for the work within the City of San Jacinto was lower than the estimated cost. Amendment #1 to the Service Agreement will reduce the City Deposit amount and soft costs associated with the work to align with the actual contractor costs.

Environmental Analysis

The project proposes to resurface a segment of Ramona Expressway from Rider Street to Warren Road and will include additional maintenance and safety activities along the road. The proposed activities to the existing roadway and associated facilities are exempt from CEQA under Section 15301 (c) because the activities do not create additional traffic lanes and involve no expansion of use of the existing roadway and associated facilities.

Notice of Exemption was filed with Clerk of the Board December 15, 2020.

Project Numbers: C1-0557, C8-0055

During advertisement, an addendum was issued with a new plan set which added the reconstruct the outside westbound lane on Ramona Expressway between 0.65 miles east of Warren Rd to 800' west of Sanderson Ave. All the work contained within the new plans set is within City of San Jacinto. The proposed activities to the existing roadway and associated facilities are exempt from CEQA under Section 15301 (c) because the activities do not create additional traffic lanes and involve no expansion of use of the existing roadway and associated facilities. CEQA approval will be through concurrent approval of item MinuteTraq Item 14458.

Project Number: D2-0018

Impact on Residents and Businesses

By partnering with the City of San Jacinto, the County will be able to rehabilitate the entire roadway width of a deteriorated segment of Ramona Expressway between Rider Street and Warren Road within the County and the City of San Jacinto to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

At the City's request, the outside westbound lane of Ramona Expressway will be reconstructed within the City limits, while the City seeks funding to resurface Ramona Expressway between Warren Rd and Sanderson in its entirety.

The work is anticipated to begin in May 2021. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The City's total contribution including design, construction and inspection was estimated to cost \$1,766,000 at the time the agreement was executed by the City of San Jacinto. The County

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

opened bids on January 6th, 2021 which resulted in the actual cost to City of San Jacinto being reduced to \$1,525,211; a difference of over \$200,000. The City requested to amend the agreement to match the actual cost of construction. Amendment 1 will revise the agreements deposit amount and soft costs to align with actual construction costs.

There are no County General Funds being used on this Project.

ATTACHMENTS

Agreement

Amendment #1

Vicinity Map



Jason Farin, Principal Management Analyst

3/16/2021



Gregory V. Priamos, Director County Counsel

3/9/2021

EXHIBIT A – VICINITY MAP FOR CITY/COUNTY IMPROVEMENT PROJECT



EXHIBIT B – CITY OF SAN JACINTO / COUNTY LIMITS FOR CITY IMPROVEMENT PROJECT

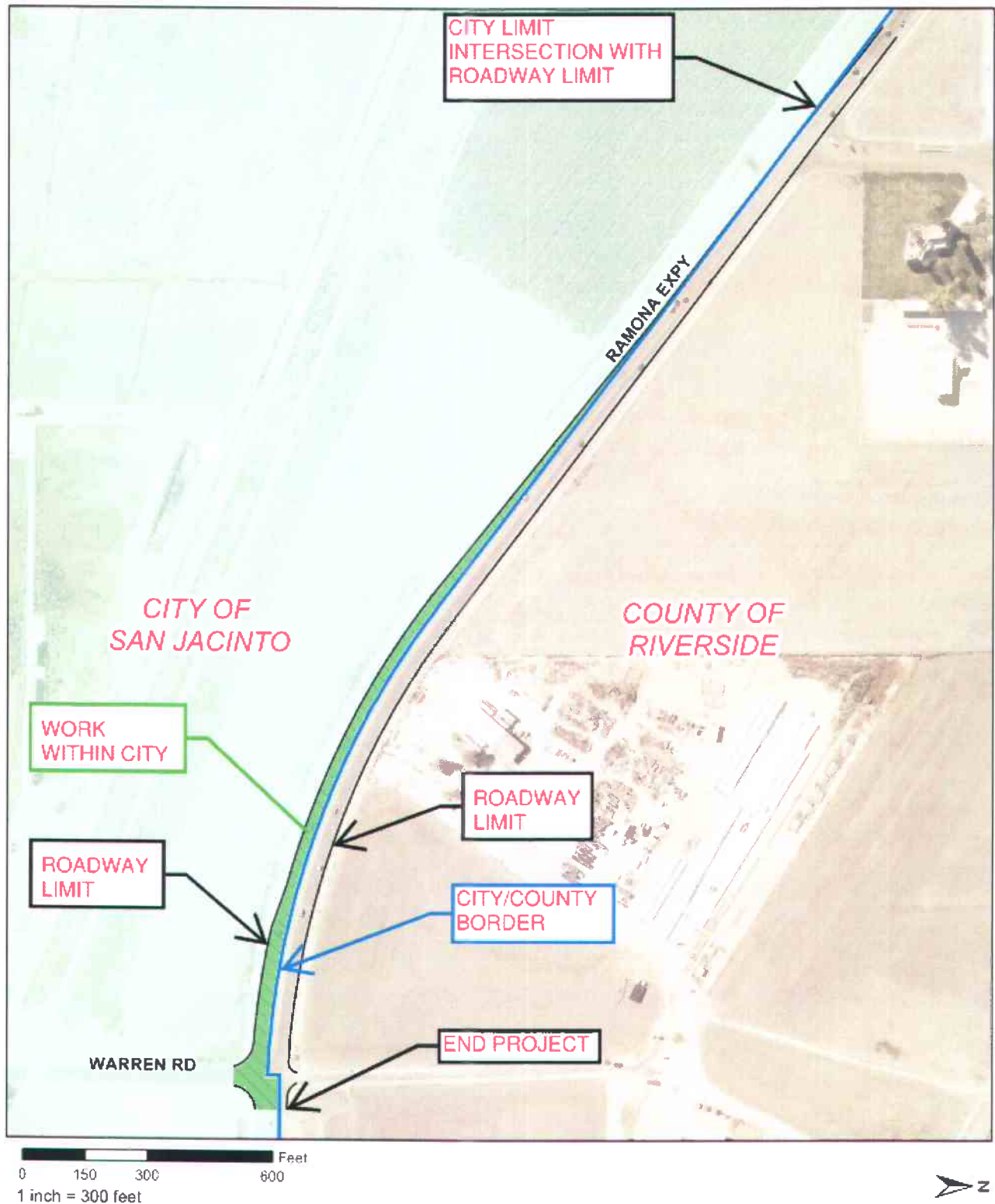
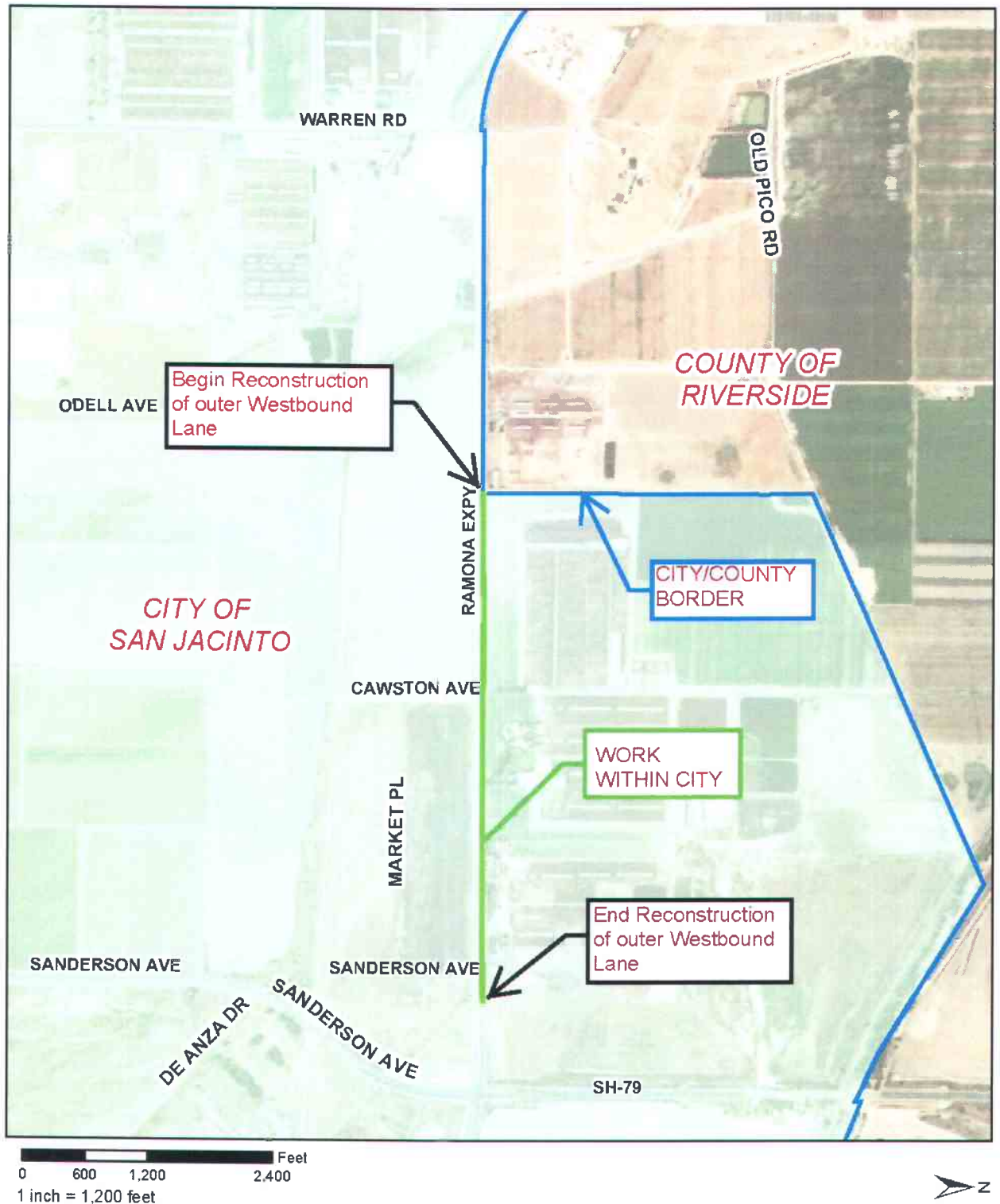


EXHIBIT C – VICINITY MAP FOR CITY RECONSTRUCTION PROJECT



SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF SAN JACINTO

FOR

RAMONA EXPRESSWAY ROADWAY IMPROVEMENTS

This Service Agreement for the Ramona Expressway Roadway Improvements ("Agreement") is entered into this 5th day of January, 2021, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of San Jacinto, a municipal corporation, (hereinafter "CITY") for the Roadway Improvements to Ramona Expressway, 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 Ramona Expressway from Rider Street to Warren Road, which excludes work outside of the COUNTY's jurisdiction (COUNTY PROJECT).
- B. COUNTY and CITY have mutually agreed that in order to provide the public with a seamless project, Ramona Expressway, a 40 foot to 120 foot variable width two to four lane facility, between Rider Street and Warren Road, is in need of roadway improvements within both jurisdictions. Road Improvements within the CITY's jurisdiction will be known as CITY IMPROVEMENT PROJECT.
- C. Due to severe distress and to obtain economies of scale, CITY has requested that COUNTY collaborate on the preparation of design drawings and advertise for construction a CITY maintenance project on Ramona Expressway from 3,400 feet east of Warren Road to about 8,400 feet east of Warren Road (CITY RECONSTRUCTION PROJECT).
- D. The CITY limit is along the southern half of the survey centerline of Ramona Expressway from 2,600 feet west of Warren Road to Warren Road as shown on "Exhibit A" and "Exhibit B" (VICINITY MAP FOR CITY/COUNTY IMPROVEMENT PROJECT and CITY OF SAN JACINTO / COUNTY LIMITS FOR CITY IMPROVEMENT PROJECT) respectively, and approximately along the interior and exterior westbound

CITY Service Agreement

lane line from Warren Road to about 3,400 feet east of Warren Road and then the full width of Ramona Expressway is within the City limits as shown on Exhibit "C".(VICINITY MAP FOR CITY RECONSTRUCTION PROJECT) .

- E. CITY IMPROVEMENT PROJECT will consist of two treatment types. The first treatment, from 2,600 feet west of Warren Road to Warren Road, will be to pulverize the existing roadway, perform a full depth reclamation using foamed asphalt, and overlay with Rubberized Hot Mix Asphalt (RHMA) over Hot Mix Asphalt (HMA). The second treatment, at the signalized intersection of Ramona Expressway and Warren Road, will be to remove the existing roadway and place back HMA. The existing traffic signal at Warren Road will also be upgraded to video detection. Incidental work will include and not be limited to rumble strip, asphalt concrete (AC) dike, safety edge, shoulder backing, utility adjustments, replacement of signage, and striping the roadway.
- F. The CITY RECONSTRUCTION PROJECT will remove the existing outward westbound lane and replace with 2.1-feet of Class 2 Base and 0.55-feet of HMA
- G. CITY IMPROVEMENT PROJECT and CITY RECONSTRUCTION PROJECT will be known collectively as CITY PROJECTS. CITY PROJECTS and COUNTY PROJECT shall be known collectively as PROJECT.
- H. 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.
- I. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECTS.
- J. CITY will fund the construction of CITY PROJECTS and the administrative, technical, managerial support required for CITY PROJECTS.
- K. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECTS are 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 PROJECTS. The COUNTY is providing services on a reimbursable basis as shown on *Exhibit D* and has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECTS.
2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECTS 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 PROJECTS as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECTS 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 CITY PROJECTS. Application for encroachment permit shall contain all documents required for CITY review and approval including but not limited to traffic control plans.
5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECTS.
6. To advertise, award and administer a public works contract for the construction of the CITY PROJECTS 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

PROJECTS.

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 PROJECTS in accordance with approved PS&E documents.
10. To submit any contract change order for CITY PROJECTS improvements that are located within the jurisdictional boundaries of the CITY to COUNTY 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 PROJECTS 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 PROJECTS 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 PROJECTS. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit D", 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, one million seven hundred sixty six thousand dollars (\$1,766,000) (the "Deposit"), as provided in "Exhibit D".
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 documents, utility coordination, right of way acquisition, and construction of the CITY PROJECTS.

4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECTS, and to verify facilities are constructed as required by this Agreement, if applicable.
5. To provide at no cost to the CITY PROJECTS, oversight of the CITY PROJECTS, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY PROJECTS.
6. To provide review of any contract change orders submitted by County's contractor in a timely manner. Should prolonged review of contract change orders by CITY cause a delay claim by County's contractor, CITY shall be responsible for payment of such claims.
7. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for CITY PROJECTS 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 PROJECTS, including a ten percent (10%) contingency, is estimated to be, **one million seven hundred sixty six thousand dollars (\$1,766,000)** as detailed in "Exhibit D".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECTS until after receipt of CITY's deposit as required in Section 2.
3. If upon opening of bids for construction of the CITY PROJECTS the bids indicate a cost overrun of no more than 10% of the Construction Cost Estimate as described in "Exhibit D," COUNTY may award the contract.
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. Total cost for PS&E Documents, ~~forty eight thousand dollars (\$48,000)~~ as described in "Exhibit D" are to be paid by CITY and shall be non-reimbursable.
6. 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.
7. 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.
8. 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.
9. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECTS except as specified in this Agreement or future agreements.
10. 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.
11. 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

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

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

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

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

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

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

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

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

28 19. 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.

20. This Agreement and Exhibits A-D 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.

21. 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.

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

23. 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: Mark Lancaster

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

CITY:

City of San Jacinto

Attn: [Robert Johnson](#)

City Manager

595 S San Jacinto Avenue

San Jacinto, CA 92583

Phone: (951) 487-7330

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 2-16-21

Mark Lancaster

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By Kristine Bell-Valdez Dated: 3/1/2021
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Karen S. Spiegel Dated: MAR 23 2021
KAREN SPIEGEL

PRINTED NAME

Chairman, Riverside County Board of Supervisors

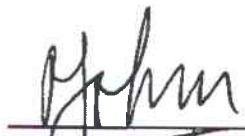
ATTEST:

KECIA R HARPER Dated: MAR 23 2021
KECIA R HARPER

Clerk of the Board (SEAL)


CITY Approvals

APPROVED BY:

 Dated: 1/21/2021
Robert Johnson
PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

 Dated: 01 21 2021

Michael J. Maurer

PRINTED NAME

CITY Attorney

ATTEST:


 Dated: 1/21/21
Sherry Morton, Interim City Clerk
PRINTED NAME

EXHIBIT A - VICINITY MAP FOR CITY/COUNTY IMPROVEMENT PROJECT

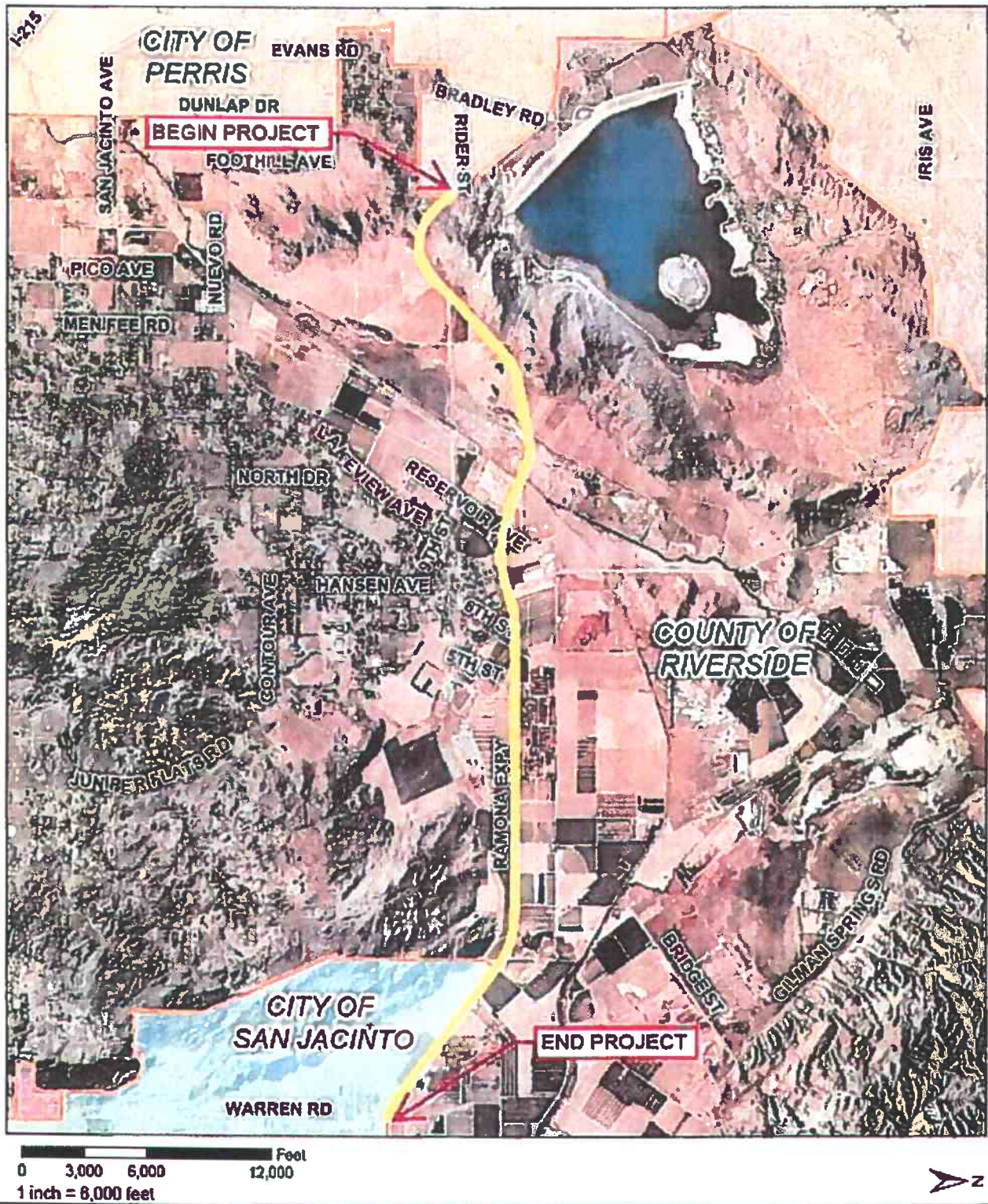
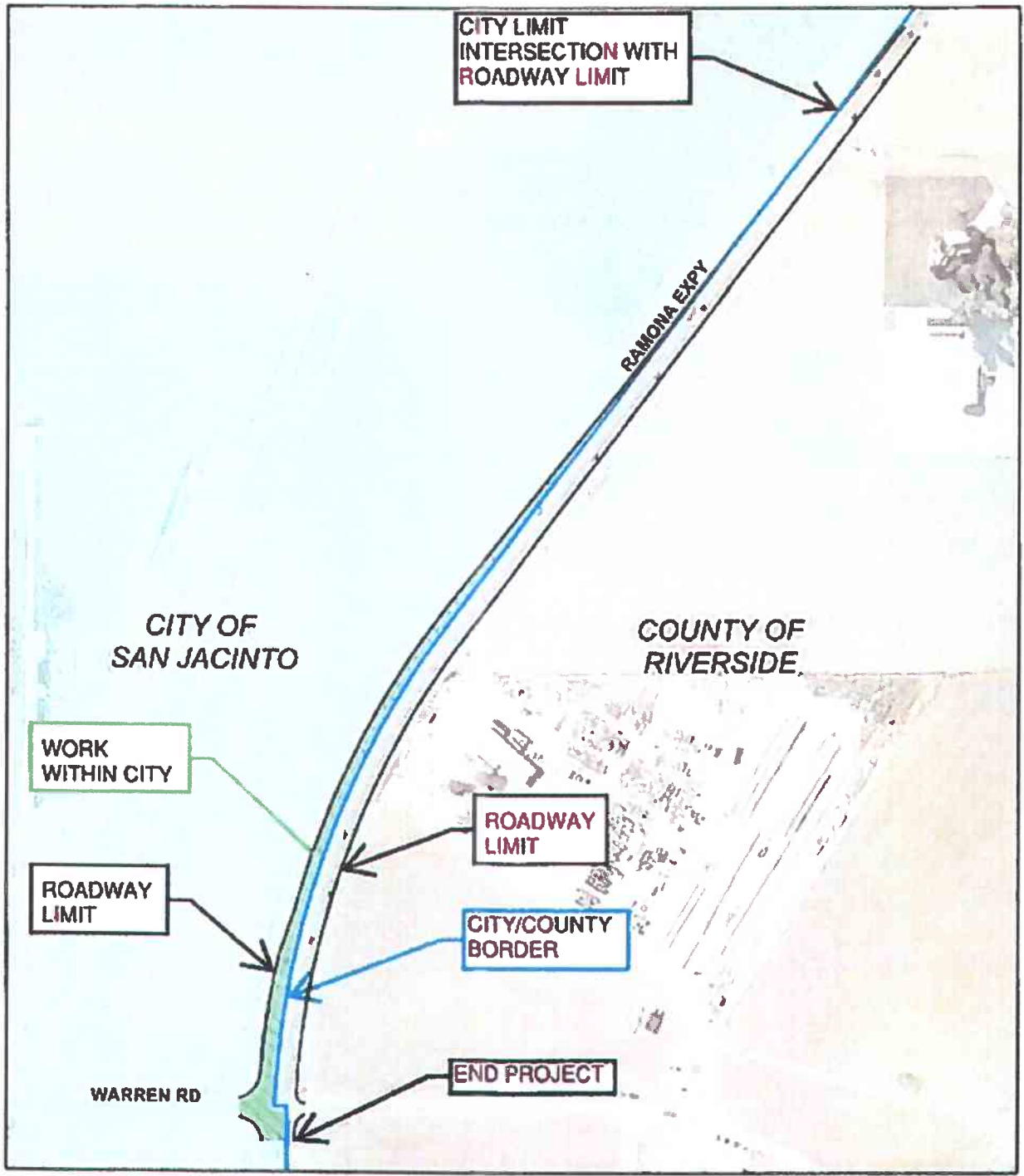


EXHIBIT B – CITY OF SAN JACINTO / COUNTY LIMITS FOR CITY IMPROVEMENT PROJECT



0 150 300 600 Feet
1 inch = 300 feet



EXHIBIT C – VICINITY MAP FOR CITY RECONSTRUCTION PROJECT

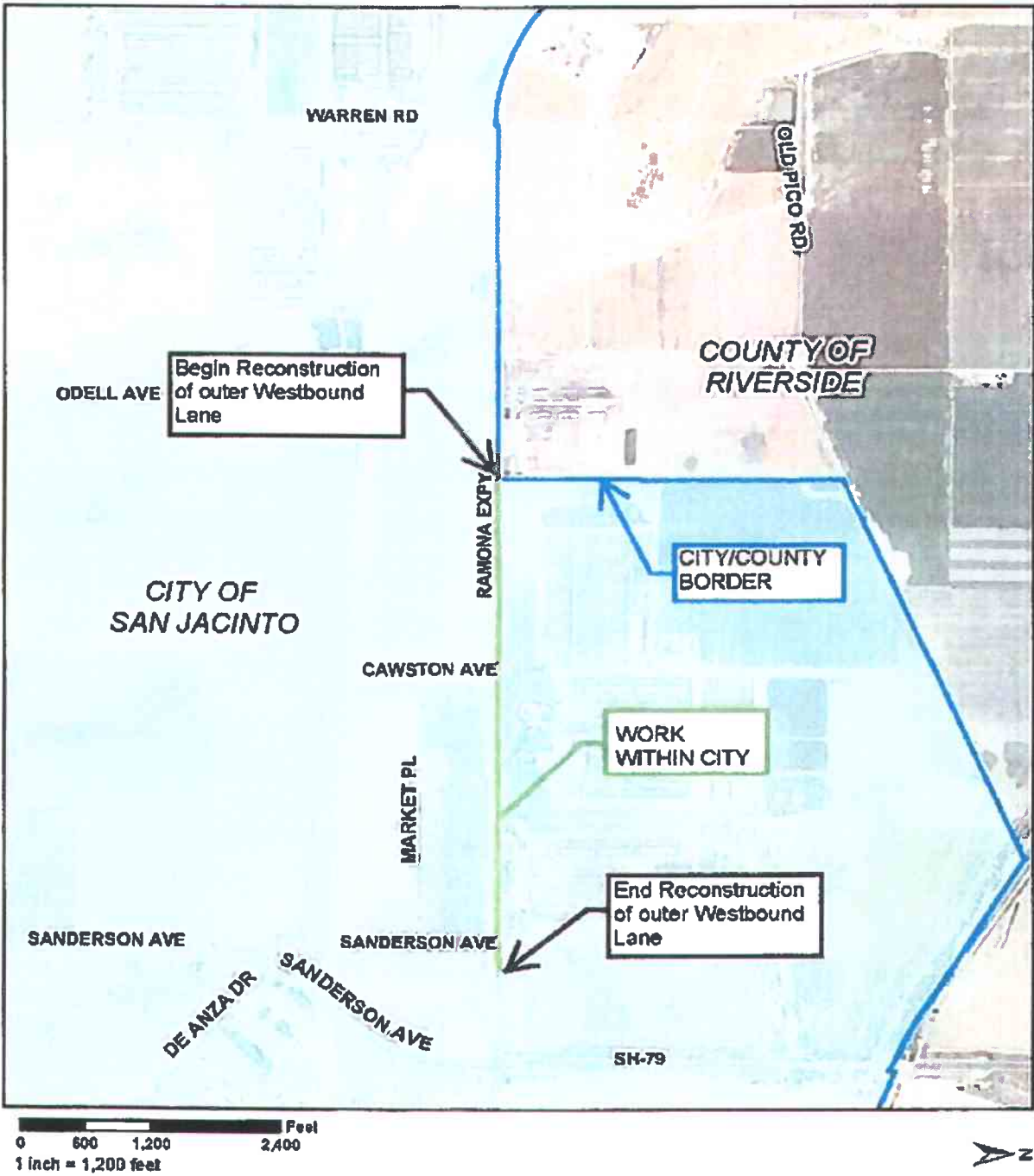


EXHIBIT D – CITY ESTIMATED PROJECT COSTS

PROJECT	TASK	TOTAL CITY COSTS
CITY IMPROVEMENT PROJECT		
	Construction Cost Estimate	\$380,000
	City Portion of Traffic Signal (67%)	\$30,000
	Construction contingency (10%)	\$41,000
	Construction Engineering & Inspection (15% of Construction)	\$62,000
	TOTAL	\$513,000
CITY RECONSTRUCTION PROJECT		
	PS&E Documents (5% of Construction)	\$48,000
	Construction Cost Estimate	\$964,000
	Construction contingency (10%)	\$96,000
	Construction Engineering & Inspection (15% of Construction)	\$145,000
	TOTAL	\$1,253,000
TOTAL CITY PROJECTS COST		\$1,766,000

CLERK'S COPY

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

Ramona Expressway Roadway Improvements

AMENDMENT No. 1

AMENDMENT TO SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF SAN JACINTO

FOR

RAMONA EXPRESSWAY ROADWAY IMPROVEMENTS

This AMENDMENT No. 1, hereinafter referred to as "AMENDEMENT", to an agreement is made and entered into this _____ day of _____, 2021, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of San Jacinto, a municipal corporation, (hereinafter referred to as "CITY") for the Roadway Improvements to Ramona Expressway, 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. COUNTY and CONSULTANT have entered into an agreement entitled SERVICE AGREEMENT BY AND BETWEEN THE COUNTY OF RIVERSIDE AND CITY OF SAN JACINTO FOR RAMONA EXPRESSWAY ROADWAY IMPROVEMENTS, hereinafter referred to as "AGREEMENT"
- B. The AGREEMENT contains an estimated cost for CITY PROJECTS outlined in "Exhibit D." On January 6th, 2021 COUNTY held the bid opening for PROJECT which resulted in lower project costs for CITY PROJECTS.
- C. The PARTIES desire to amend the AGREEMENT to modify the "Deposit" and revise CITY PROJECTS cost on "Exhibit D" to reflect project costs from bid opening.

AGREEMENT

Now, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. All references to "the Deposit" and total cost to CITY will be changed to one million five hundred twenty five thousand two hundred and eleven dollars (\$1,525,211) as provided in revised "Exhibit D"
 2. Total cost for PS&E Documents will be revised to thirty nine thousand six hundred sixty six dollars (\$39,866) as provided in revised "Exhibit D"
- CITY Service Agreement

IN WITNESS HEREOF, the parties hereto have caused this AMENDMENT to the AGREEMENT to be duly
executed this day and year first written above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 2-16-21

Mark Lancaster

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 3/1/2021
Kristine Bell-Valdez
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAR 23 2021

KAREN SPIEGEL

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

 Dated: MAR 23 2021

KECIA R HARPER

Clerk of the Board (SEAL)

CITY Service Agreement

CITY Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

CITY Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

EXHIBIT D – CITY ESTIMATED PROJECT COSTS

PROJECT	TASK	TOTAL CITY COSTS
CITY IMPROVEMENT PROJECT		
	Construction Cost Estimate	\$350,754
	City Portion of Traffic Signal (67%)	\$40,200
	Construction contingency (10%)	\$39,095
	Construction Engineering & Inspection (15% of Construction)	\$58,643
	TOTAL	\$488,692
CITY RECONSTRUCTION PROJECT		
	PS&E Documents (5% of Construction)	\$39,866
	Construction Cost Estimate	\$797,322
	Construction contingency (10%)	\$79,732
	Construction Engineering & Inspection (15% of Construction)	\$119,598
	TOTAL	\$1,036,519
TOTAL CITY PROJECTS COST		\$1,525,211