

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



ITEM: 3.36
(ID # 15018)

MEETING DATE:
Tuesday, May 11, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Cooperative Agreement between the County of Riverside and City of Indio for the Design and Construction of Roadway Improvements at the Jackson Street and Avenue 50 Intersection Improvement Project. District 4. [\$1,819,000 Total Cost - 100% Local Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement for Design and Construction of Jackson Street and Avenue 50 Intersection Improvement Project between the County of Riverside and the City of Indio and authorize the Chair of the Board to execute the same.


ACTION:Policy


Mark Lancaster, Director of Transportation 4/28/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel 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 11, 2021
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	\$ 350,000	\$ 1,469,000	\$ 1,819,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax: 88%, Developer Fees: 12%			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (County) is joining with the City of Indio (City) to address existing traffic congestion, drainage deficiencies, and pedestrian and bicycle accommodations within the Jackson Street and Avenue 50 Intersection Improvement Project (Project) limits. The project would construct roadway widening, traffic signals, storm drains, and provide improvements to bicycle lanes and sidewalks along Jackson Street from approximately 1,600 feet south of Avenue 52 to Avenue 49 and tie-in improvements on Avenue 50 from approximately 700' west of Avenue 50 to the City of Coachella city boundaries to the east; and widen Avenue 52 from approximately 750 feet west of Jackson Street to approximately 2,000 feet east of Jackson Street in the Vista Santa Rosa area.

Generally, the western half of Jackson Street from Avenue 52 to Avenue 50 is within the City and the eastern half is within the County. The City will be the lead agency and would like the County to participate in the project. The County issued a letter to the Coachella Valley Association of Governments (CVAG) on October 14, 2020 supporting the City's request for project funding. The County has committed to pay for its share of the improvements and associated costs within County jurisdiction according to the terms of this Cooperative Agreement.

Jackson Street and Avenue 50 Intersection Improvements Project Number: D0-0012

Impact on Residents and Businesses

The proposed improvements will provide the traveling public with increased traffic capacity within the widened roadway, improve traffic control by signaling intersections, enhance safety, resolve gaps in pedestrian and bicycle facilities, as well as address flooding and drainage issues during rain events. The improvements will meet requirements for both the City of Indio and County of Riverside General Plan build-out conditions.

SUPPLEMENTAL:

The City approved the cooperative agreement at their April 21, 2021 council meeting.

Additional Fiscal Information

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

The total cost estimate for the project improvements is \$14,250,000 of which the County's share is \$1,819,000. A funding agreement was executed on November 23, 2020 between the City and CVAG detailing CVAG's financial contributions of \$1,195,950 for the design and right-of-way acquisition phases of the project. The agreement also included a time trigger of December 1, 2022 to begin construction and acknowledged that the City would return to CVAG for construction funding at the appropriate time. The Coachella Valley Mountain Conservancy is contributing \$500,000 toward the drainage improvements. A funding summary is below:

Funding Summary:

County of Riverside:	\$1,819,000
City of Indio:	\$1,619,000
Coachella Valley Mountain Conservancy:	\$500,000
CVAG (Current):	\$1,195,950
CVAG (Future):	\$9,116,050
Total:	\$14,250,000

ATTACHMENTS:

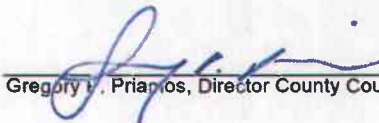
Vicinity Map

Cooperative Agreement



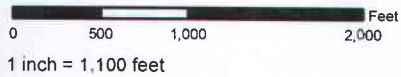
Jason Farin, Principal Management Analyst

5/4/2021

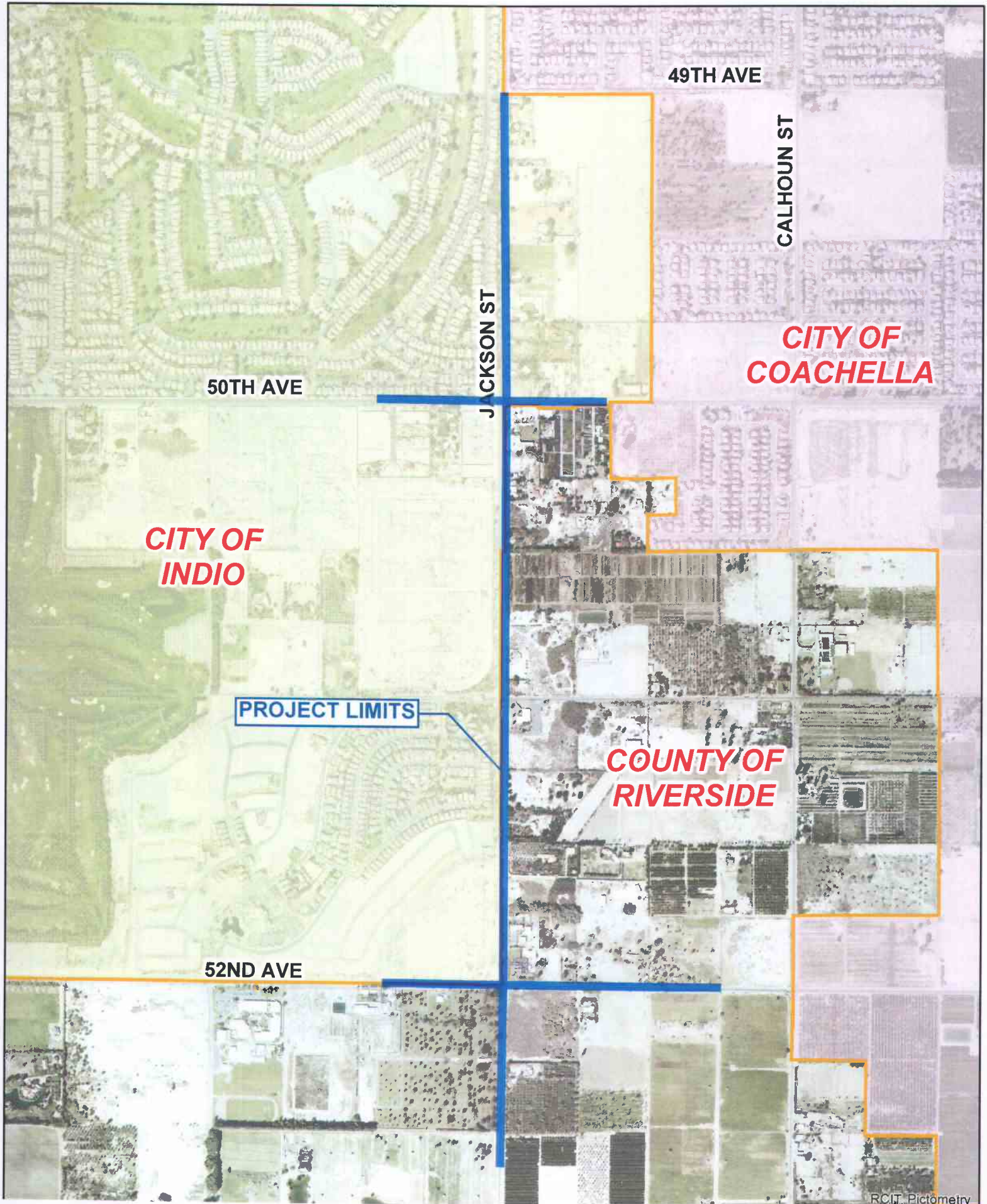


Gregory L. Priamos, Director County Counsel

4/28/2021



Jackson St and Ave 50 Intersection Improvements Vicinity Map



**COOPERATIVE AGREEMENT
FOR DESIGN AND CONSTRUCTION OF
JACKSON STREET and AVENUE 50 INTERSECTION IMPROVEMENT PROJECT
CITY PROJECT NUMBER TS-1901 AND COUNTY PROJECT NUMBER D0-0012**

This COOPERATIVE AGREEMENT FOR DESIGN AND CONSTRUCTION OF JACKSON STREET and AVENUE 50 INTERSECTION IMPROVEMENT PROJECT, CITY PROJECT NUMBER TS-1901 AND COUNTY PROJECT NUMBER D0-0012 (hereinafter "Agreement") is entered into this _____ day of _____, 2021 between the City of Indio (CITY), a California municipal corporation, referred to herein as "CITY," and the County of Riverside (COUNTY), a political subdivision of the State of California, referred to herein as "COUNTY", collectively referred to as "Contracting Parties" or individually as "Contracting Party".

1.0 SCOPE OF AGREEMENT

1.1 Scope. In compliance with all terms and conditions of this Agreement, Contracting Parties hereby agree to engineer, construct, finance, operate, and maintain improvements made to Jackson Street from approximately 1,600' south of Avenue 52 to approximately Avenue 49; improvements made to Avenue 50 from approximately 700' west of Avenue 50 to the City of Coachella city boundaries to the east; and widen Avenue 52 from approximately 750 feet west of Jackson Street to approximately 2,000 feet east of Jackson Street. Improvements are proposed to mitigate flooding, improve driver safety and increase traffic flow through the Jackson Street and Avenue 50 intersection ("Project"), depicted in Exhibit "A" attached hereto and incorporated herein by reference. The cost to design and construct the proposed improvements is specified in the Project Estimate in Exhibit "B" attached hereto and incorporated herein by reference ("Project Cost"). Contracting Parties hereby agree that the CITY will act as lead agency and will be responsible to complete or cause to complete the project management, design, environmental evaluations, right-of-way engineering, construction engineering services, including construction management, inspection, survey, and material testing (collectively referred to herein as "Professional Services"); and Construction of the Project which will be publicly bid to construction contractors and subcontractors (collectively referred to herein as "Contractors"), and thus subject to all California laws governing publically bid projects. Design is further understood to include all phases; preliminary, draft, and final. Contracting Parties hereby agree that the COUNTY shall reimburse the CITY for 50% of the Professional Services; and that the COUNTY shall reimburse the CITY for 100% of the utility relocation cost and the respective Contractor cost within the COUNTY jurisdictional boundaries. Jurisdiction boundaries shall include the respective tie-in (join) costs with the existing street improvements at the City of Coachella jurisdictional boundary, in accordance with the terms of this Agreement. As used in this Agreement, the "Contracting Parties" refer to the CITY and COUNTY jointly.

1.2 Compliance with Law. The Project contemplated herein shall be paid for and constructed in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City, County, and any Federal, State, or local governmental agency of competent jurisdiction.

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**

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

MAY 11 2021 3.36

1.3 Wage and Hour Compliance. Contracting Parties shall require all Contractors to comply with applicable Federal, State, and local wage and hour laws for the Project.

1.4 Licenses, Permits, Fees and Assessments. Contracting Parties shall require Contractors to obtain such licenses, permits, and approvals as may be required by law for the performance of the Project, and Contractors shall be responsible to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Project.

1.5 Familiarity with Project. Contracting Parties shall require any Contractor to warrant that they (a) have thoroughly investigated and considered the Project to be performed, (b) have investigated the site where the Project is to be constructed and fully acquainted with the conditions there existing, (c) have carefully considered how the Project should be completed, and (d) fully understand the facilities, difficulties, and restrictions attending completion of the Project.

1.6 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Parties shall fund and construct the Project as depicted in Exhibit "A" and the Project Cost in Exhibit "B". If additional work is required beyond the work contemplated by the scope of work presented in Exhibit "A" and or the cost presented in Exhibit "B," ("Additional Work"), Contracting Parties shall not authorize any Contractor to perform such Additional Work until receiving prior written authorization from all Contracting Parties.

If it is determined that a cost overrun exceeding 15% of the construction bid will occur, the Contracting Parties shall endeavor to negotiate in good faith among each other and with any Contractor to agree upon an alternative course of action.

All contract change orders which individually or cumulatively exceed 15% of the bid price as described in Exhibit "B" for the relevant contract bid items shall be submitted by the CITY to the COUNTY for review and approval prior to authorization by the CITY.

1.7 Responsibility for Operations and Maintenance Following Project Completion. Upon completion of the Project, the Contracting Parties shall assume maintenance responsibilities for the improvements within the respective jurisdictions of the Contracting Parties. Notwithstanding, any agreement(s) in place prior to this Agreement shall remain in full force and effect in accordance with the terms and provisions of those preexisting agreements.

2.0 PAYMENT OF COSTS

2.1 Contract Sum. For the Project contemplated by this Agreement, Contracting Parties shall pay a combined total price in the amount of fourteen million, two hundred fifty thousand dollars (\$14,250,000) ("Project Cost"), as described in more detail in Exhibit "B." The COUNTY shall reimburse the CITY for 50% of the Professional Services; and the COUNTY shall reimburse the CITY for 100% of utility relocation and construction costs within the COUNTY jurisdictional boundaries. Jurisdiction boundaries shall include tie-in/join costs with the existing street improvements at the City of Coachella jurisdictional boundary, subject to the following terms.

The Contracting Parties acknowledge that the CITY executed an agreement for outside funding for the project design costs with the Coachella Valley Association of Governments ("CVAG") on November 23, 2020 in the amount not to exceed one million, one hundred ninety-five thousand, nine hundred fifty dollars (\$1,195,950) which represent 75% of the estimated Preliminary Engineering, Final Engineering, and Right-of-way Costs in the amount of one million, five hundred ninety-four thousand, six hundred dollars (\$1,594,600). The budget allocation is specified in the Project Estimate in Exhibit "B" attached hereto and incorporated herein by reference ("Project Cost").

The Contracting Parties acknowledge that the CITY has an agreement for outside funding for the Drainage Construction Costs from Coachella Valley Mountains Conservancy ("CVMC") in the amount not to exceed five hundred thousand dollars (\$500,000). The budget allocation is specified in the Project Estimate in Exhibit "B" attached hereto and incorporated herein by reference ("Project Cost").

The Contracting Parties acknowledge that the CITY is pursuing additional outside funding for the right-of-way acquisition, and construction phases of the Project from CVAG. In the event such funding is obtained from CVAG, the total Project Cost attributable to the Contracting Parties shall decrease by the amount obtained from CVAG, and the Contracting Parties' respective Project Cost obligation percentages shall be maintained.

The Contracting Parties acknowledge that the CITY is pursuing a Utility Agreement with Imperial Irrigation District (IID) and other affected telecommunication companies to underground aerial electrical and communication utilities. In the event such an agreement is executed, the Parties' respective Project Cost obligation percentages as defined in Section 2.1 shall be maintained.

The CITY shall be responsible for the initial payment of Project Costs. The COUNTY shall deposit three hundred thousand dollars (\$300,000) upon execution of this Agreement. The balance of the COUNTY's agreed upon share will be deposited with CITY on or before construction award. The balance of the County's agreed upon share will be established after a responsive bid is received by the City. An estimate is provided in Exhibit "B". CITY will notify COUNTY the date the project is advertised for construction.

The Contracting Parties acknowledge that the internal staff costs of CITY and COUNTY shall be paid for by each Contracting Party and are not included as reimbursements in this Agreement between each Contracting Party. However, the COUNTY may submit periodic summaries of actual internal costs incurred to the CITY and the CITY shall endeavor to submit for reimbursement from CVAG as reimbursement is available. The CITY after receiving reimbursement from CVAG shall reimburse the COUNTY for CVAG's share of the cost.

Any Additional Services required shall be approved in advance and paid for in proportional shares upon obtaining written authorization for such Additional Services from all Contracting Parties.

3.0 COORDINATION OF WORK

3.1 Representative of Contracting Party. The following principals of Contracting Party ("Representatives") are hereby designated as being the representatives of each Contracting Party authorized to act in its behalf with respect to the Project specified herein and make all decisions in connection therewith:

- a. Timothy T. Wassil, P.E., P.M.P, C.C.M, Director of Public Works , City of Indio
E-mail: TWassil@Indio.org
- b. John Ashlock, PE, Engineering Project Manager, County of Riverside
E-mail: jashlock@rivco.org

The foregoing Representatives shall be responsible during the term of this Agreement for directing all activities of their respective Contracting Party. For purposes of this Agreement, the foregoing Representatives may not be changed without the approval of all Contracting Parties, which approval shall not be unreasonably withheld or denied.

3.2 Contracting Party Responsibilities. In furtherance of this Agreement, and as the lead agency for the Project, the CITY hereby agrees to complete the following objective:

- (1) To complete the Project Approval and Environmental Document Phase (PA&ED). The phase of work includes finalizing the design approach and parameters and completes the appropriate environmental documents to secure environmental clearance. The CITY shall also secure any necessary environmental permits.
- (2) To prepare Plans, Specifications and Estimates (PS&E) for the Project. PS&E shall be prepared in accordance with the standards and practices of the CITY and COUNTY based on respective jurisdictional boundaries and all applicable laws and regulations therein.
- (3) To prepare final design documents and drawings for the Project by or under the direction of a Civil Engineer registered and licensed in the State of California. Such specifications, plans and reports shall bear the professional seal, certificate and signature of the professional engineer responsible for their preparation.
- (4) To apply for a no fee encroachment permit for work within the County street rights-of-way, in accordance with the County standard permit procedures; provided however, that the COUNTY agrees to cooperate in the issuance of any other required permits necessary for the Project.
- (5) To apply for an encroachment permit for work within the City of Coachella street rights-of-way, in accordance with the City of Coachella standard permit procedures; provided however, that the City of Coachella agrees to cooperate in the issuance of permits necessary for the Project.

- (6) To advertise for and award the Project Construction Contract pursuant to applicable statutes.
- (7) To administer any public works contract, and resulting change orders, for construction of the Project.
- (8) Upon completion of the Project, to furnish the COUNTY a complete set of full-sized reproducible "Drawing of Record" plans.
- (9) Within sixty days of completion of the Project, provide a final accounting of the Project and invoice (or refund) the COUNTY for the Contracting Agency's portion of the Project Cost that was either overpaid or underpaid.

The COUNTY, upon submittal by the CITY or any employee, or agent, shall review the environmental reports, project studies, preliminary plans, final design documents, and recommend the documents for bid.

The COUNTY, free of charge, upon application by the CITY or any employee, agent, or contractor of the CITY, shall issue the necessary encroachment permits for required work within the Contracting Party's street right-of-way associated with the Project.

In construction of the Project, the CITY will contract for a representative to perform the function of "Resident Engineer," and the COUNTY hereby reserve the right to provide a representative to assist the Resident Engineer. Representatives from the COUNTY may consult with the CITY's Resident Engineer; however, the CITY's Resident Engineer's decision shall be considered final.

3.3 Right-of-way Acquisition. The Contracting Parties hereby acknowledge that the procedure for acquiring right-of-way shall be as follows:

- (1) The CITY shall be responsible to complete or cause to complete right-of-way engineering including legal descriptions and plats.
- (2) The Contracting Parties shall be responsible to procure appraisals of parcels and make offers to property owners for their associated jurisdictions.
- (3) The Contracting Parties shall be responsible to make payment for the acquisition including all fees for their associated jurisdictions.
- (4) The COUNTY shall submit an invoice with proof of payment to the CITY for reimbursement. The CITY shall submit the invoice to CVAG for reimbursement. The CITY after receiving reimbursement from CVAG shall reimburse the COUNTY for CVAG's share of the cost.
- (5) The Contracting Parties shall be responsible to record easements for their associated jurisdiction.

The same procedure for payment and recording shall be used for all right-of-way procurement and easement situations including construction easements. Should a property require eminent domain procedures, each jurisdiction will be responsible for pursuing the property rights within their respective jurisdiction and any costs associated with those activities including legal fees.

3.4 Independent Contractor. The Contracting Parties hereby acknowledge that neither Contracting Parties nor any employees of Contracting Parties shall have any control over the manner, mode, or means by which any selected Contractor and its agents and employees perform the services contemplated by the project, except as otherwise set forth herein. Contracting Parties shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing the Services for the Project. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services for the Project shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by Contracting Parties, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of Contracting Parties and entitlement to any contribution to be paid by Contracting Party for employer contributions and/or employee contributions for PERS benefits.

4.0 INDEMNIFICATION.

4.1 Indemnification by CITY. The CITY agrees to indemnify, defend and hold harmless the COUNTY, and their respective officials, officers, agents and employees from and against liability, expenses (including reasonable attorneys' fees), losses, suits and actions, and for damages relating to suits and actions (including bodily injury, death, personal injury, or property damage) arising from CITY's performance or failure to perform under this Agreement, except to the extent such liability, expenses, losses, and damages are caused by the negligence or willful misconduct of the COUNTY, in the respective comparative amounts as established by a court of competent jurisdiction or otherwise stipulated by the Contracting Parties.

4.2 Indemnification by COUNTY. The COUNTY agrees to indemnify, defend and hold harmless the CITY, and their respective officials, officers, agents and employees from and against liability, expenses (including reasonable attorneys' fees), losses, suits and actions, and for damages relating to suits and actions (including bodily injury, death, personal injury, or property damage) arising from the COUNTY's performance or failure to perform under this Agreement, except to the extent such liability, expenses, losses, and damages are caused by the negligence or willful misconduct of the CITY, in the respective comparative amounts as established by a court of competent jurisdiction or otherwise stipulated by the Contracting Parties.

4.3 Indemnification from Contractor. Contracting Parties shall require each and every Contractor performing work for the Project to indemnify, defend, and hold harmless, to the maximum extent allowable by law, the Contracting Parties for that work performed on the Project by the Contractor.

5.0 RECORDS AND REPORTS.

5.1 Records. Contracting Parties shall keep such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the Project ("Books and Records") for three (3) years following completion of the Project. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contracting Parties shall have full and free access to such Books and Records of any other Contracting Party at all times during normal business hours, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records.

5.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared for the Project (the "Documents and Materials") shall be the joint property of all Contracting Parties. Any Contracting Party shall be entitled to use or reuse such completed Documents and Materials for other projects and/or use uncompleted documents for any purpose.

6.0 ENFORCEMENT OF AGREEMENT.

6.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Contracting Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Parties covenant and agree to submit to the personal jurisdiction of such court in the event of such action.

6.2 Disputes. In the event of any dispute arising under this Agreement, the injured Contracting Party shall notify the remaining Contracting Parties in writing of its contentions by submitting a claim therefore. The injured Contracting Party shall continue performing its obligations hereunder so long as the injuring Contracting Party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice or as soon thereafter as practicably may be accomplished, provided that if the default is an immediate danger to the health, safety, or general welfare, the injured Contracting Party may take such immediate action as deemed warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any Contracting Party's right to take legal action in the event that the dispute is not cured.

6.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Contracting Party on any default shall impair such right or remedy or be construed as a waiver. Contracting Parties' consent or approval of any act by any other Contracting Party requiring consent or approval shall not be deemed to waive or render unnecessary consent to or

approval of any subsequent act of Contracting Party. Any waiver by any Contracting Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Contracting Parties are cumulative and the exercise by any Contracting Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another Contracting Party.

6.5 Legal Action. In addition to any other rights or remedies, any Contracting Party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.6 Attorneys' Fees. If any Contracting Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Contracting Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by such Contracting Party for legal services multiplied by the actual hours spent by the prevailing Contracting Party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Contracting Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

7.0 OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

7.1 Non-liability of Officers and Employees. No officer, official, employee, agent, representative, or volunteer of any Contracting Party shall be personally liable to any Contracting Party, or any successor in interest, in the event of any default or breach by any Contracting Party or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest. Contracting Parties covenant that neither Contracting Parties, nor any officer or principal thereof, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Contracting Parties or which would in any way hinder Contracting Parties' performance of this Agreement. Contracting Parties agree to at all times avoid conflicts of interest or the appearance of any conflicts of interest in the performance of this Agreement.

No officer or employee of any Contracting Party shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any

decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any local or State statute or regulation.

7.3 Covenant against Discrimination. Contracting Parties covenant that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contracting Parties shall take affirmative action to ensure employees and Contractor's employees and agents are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice. Any notice, demand, request, consent, approval, or communication any Contracting Party desires or is required to give to any other Contracting Party shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Any Contracting Party may change its address by notifying the other Contracting Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City of Indio
P.O. Box Drawer 1788/100 Civic Center
Indio, CA 92201
Attn: City Manager
Telephone: (760) 391-4000
FAX No.: (760) 391-4008

To County of Riverside, Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Director of Transportation
Telephone: (951) 955-6747
FAX No.: (951) 955-3198

8.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Contracting Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

8.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the Contracting Parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Contracting Parties, and none shall be used to interpret this Agreement.

8.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by all Contracting Parties. The Contracting Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Contracting Parties hereunder unless the invalid provision is so material that its invalidity deprives any Contracting Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.8 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

8.9 Authority. The persons executing this Agreement on behalf of each of the Contracting Parties hereto represent and warrant that (i) such Contracting Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Contracting Party, (iii) by so executing this Agreement, such Contracting Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Contracting Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contracting Parties.

8.10 Electronic Signatures and Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Contracting Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633 to 1633.17, for executing this Agreement. The Contracting Parties further agree that the electronic signatures of the Contracting Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Contracting Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Contracting Party using it to have the

same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Contracting Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Contracting Parties have executed this Agreement as of the dates stated below.

CITY OF INDIO,
a California municipal corporation

MARK SCOTT, City Manager

Dated: _____

ATTEST:


CYNTHIA HERNANDEZ, CMC, City Clerk
Indio, California

APPROVED AS TO FORM:

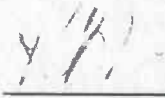
City Attorney
City of Indio, California

COUNTY OF RIVERSIDE,

RECOMMENDED FOR APPROVAL:

 Dated: 5-6-21
MARK LANCASTER
Director of Transportation

APPROVED AS TO FORM:

 Dated: 4/28/2021
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

APPROVAL BY THE BOARD OF
SUPERVISORS

 Dated: 05-11-2021
Karen Spiegle, Chair
Riverside County Board of Supervisors

ATTEST:


 Dated: 05-11-2021
KECIA HARPER-IHEM
Clerk of the Board (Seal)

Exhibit A
Project Improvement Scope and Exhibit

The Scope of Services for Jackson Street and Avenue 50 Intersection Improvement Project.

Improvements include widening Avenue 50 and Jackson Street to the ultimate cross sections identified in the CITY and COUNTY's long range plans including applicable regional drainage improvements. Design on all four legs of the intersection:

1. Avenue 50 from Jackson Street to the City of Coachella City Limits – The intersection improvement project will join the project already initiated within the City of Coachella. The length of this segment is approximately 1,400 feet.
2. Avenue 50 from Jackson Street to Monroe Street – This project will widen the section between the Trilogy Substation and Vista Montana to its full width. The length of this section is approximately 700 feet.
3. Jackson Street from Avenue 50 to Avenue 52- This project will extend approximately 1,600 feet south to transition into existing Jackson Street
4. Jackson Street from Avenue 50 to Avenue 48 – This project will extend widening approximately to Avenue 49/Odlum Drive.
5. Construct a signalized intersection at the intersection of Jackson Street and Avenue 50, Jackson Street and Avenue 51, and Jackson Street and Avenue 52.
6. Widen Avenue 52 from approximately 750 feet west of Jackson Street to approximately 2,000 feet east of Jackson Street.

Exhibit B
Project Cost Estimate

Item	City of Indio	County of Riverside		City of Indio held Agreements and Grant		Total	Cost Split	
		County of Riverside Reimburse Indio	County of Riverside Direct Payment	CVAG	Coachella Valley Mountains Conservancy		50/50	Per Jurisdiction
Project Management	\$ 15,625.00	\$ 15,625.00	\$ -	\$ 93,750.00	\$ -	\$ 125,000.00	X	
Administration (1% of Con, ROW Acq. & Util Allow)	\$ 12,125.50	\$ -	\$ 13,670.75	\$ 77,388.75	\$ -	\$ 103,185.00		X
Preliminary Engineering	\$ 41,111.13	\$ 41,111.13		\$ 246,666.75	\$ -	\$ 328,889.00	X	
ROW Engineering (does not include eminent domain)	\$ 24,876.88	\$ 24,876.88	\$ -	\$ 149,261.25	\$ -	\$ 199,015.00	X	
Final Engineering and Construction Support	\$ 41,304.38	\$ 41,304.38	\$ -	\$ 247,826.25	\$ -	\$ 330,435.00	X	
ROW Acquisition	\$ 62,100.00	\$ -	\$ 74,050.00	\$ 408,450.00	\$ -	\$ 544,600.00		X
Utility Allowance	\$ 141,875.00	\$ 37,500.00	\$ -	\$ 538,125.00	\$ -	\$ 717,500.00		X
Construction (Civil and Traffic)	\$ 933,500.00	\$ 1,118,700.00	\$ -	\$ 6,156,500.00	\$ -	\$ 8,208,700.00		X
Construction (Drainage)	\$ -	\$ 86,925.00	\$ -	\$ 260,775.00	\$ 500,000.00	\$ 847,700.00		X
Construction Engineering (15% of Construction)	\$ 193,471.88	\$ 193,471.88	\$ -	\$ 1,160,831.25	\$ -	\$ 1,547,775.00	X	
Sub-Total	\$ 1,465,989.75	\$ 1,559,514.25	\$ 87,720.75	\$ 9,339,574.25	\$ 500,000.00	\$ 12,952,799.00		
Contingency (10% of the whole)	\$ 152,848.98	\$ 162,201.43	\$ 8,772.08	\$ 971,457.43	\$ -	\$ 1,295,280.00		X
Total	\$ 1,619,000.00	\$ 1,722,000.00	\$ 97,000.00	\$ 10,312,000.00	\$ 500,000.00	\$ 14,250,000.00		
		\$ 1,819,000.00						

Note: The following sheets are the preliminary construction/acquisition/utility relocation cost break-downs that are summarized above.

Preliminary Construction Estimate								
Item	City of Indio				Riverside County			
	Unit	Type	Unit Price	Cost	Unit	Type	Unit Price	Cost
Mobilization, Demobilization, and Final Cleanup	1	LS	\$ 242,800	\$ 242,800	1	LS	\$ 276,600	\$ 276,600
Traffic Control System	1	LS	\$ 104,100	\$ 104,100	1	LS	\$ 118,600	\$ 118,600
SWPPP	1	LS	\$ 34,700	\$ 34,700	1	LS	\$ 39,600	\$ 39,600
Dust Control	1	LS	\$ 17,400	\$ 17,400	1	LS	\$ 19,800	\$ 19,800
Clear and Grub (D/W, Curb, Dike, Etc.)	1	LS	\$ 100,000	\$ 100,000	1	LS	\$ 100,000	\$ 100,000
Remove and Dispose of Existing Pavement Section	50630	SF	\$ 1.00	\$ 50,630	74850	SF	\$ 1.00	\$ 74,850
Remove and Replace Existing 24" CVWD Irrigation Line	500	LF	\$ 200	\$ 100,000	600	LF	\$ 200	\$ 120,000
Remove and Replace Existing CVWD Water Meter	0	EA	\$ 60,000	\$ -	1	EA	\$ 60,000	\$ 60,000
Remove and Replace Existing Fence	3000	LF	\$ 40	\$ 120,000	700	LF	\$ 40	\$ 28,000
Remove and Replace Existing Wall	140	LF	\$ 200	\$ 28,000	460	LF	\$ 200	\$ 92,000
Adjust Utility to Grade	1	LS	\$ 100,000	\$ 100,000	1	LS	\$ 100,000	\$ 100,000
Connection to Existing 24" CVWD Irrigation Line	5	EA	\$ 12,000	\$ 60,000	9	EA	\$ 12,000	\$ 108,000
Construction Hot Asphalt Pavement 6.0"	4625	TON	\$ 90	\$ 416,250	7890	TON	\$ 90	\$ 710,100
L&G Grocery Lot Improvements (AC, AB, SS Only)	1	LS	\$ 150,000	\$ 150,000	0	LS	\$ 150,000	\$ -
Aggregate Base Class II (12")	3852	CY	\$ 40	\$ 154,080	6182	CY	\$ 40	\$ 247,280
Sawcut Existing Pavement	3900	LF	\$ 1.35	\$ 5,265	13700	LF	\$ 1.35	\$ 18,495
Grind Existing Pavement (1.5")	104000	SF	\$ 1	\$ 104,000	209100	SF	\$ 1	\$ 209,100
Install Sidewalk (8' Wide)	29000	SF	\$ 6	\$ 174,000	48800	SF	\$ 6	\$ 292,800
Install Curb Ramp	2	EA	\$ 4,200	\$ 8,400	6	EA	\$ 4,200	\$ 25,200
Install Driveway	5040	SF	\$ 15	\$ 75,600	7560	SF	\$ 15	\$ 113,400
Install Cross Gutter	1500	SF	\$ 15	\$ 22,500	1160	SF	\$ 15	\$ 17,400
Install Curb and Gutter	3770	LF	\$ 22.50	\$ 84,825	8460	LF	\$ 22.50	\$ 190,350

Item	Preliminary Construction Estimate							
	City of Indio				Riverside County			
	Unit	Type	Unit Price	Cost	Unit	Type	Unit Price	Cost
Install Catch Basin	21	LF	\$ 680	\$ 14,280	35	LF	\$ 680	\$ 23,800
Install 18" HDPE Storm Drain Pipe	20	LF	\$ 180	\$ 3,600	40	LF	\$ 180	\$ 7,200
Install 48" Perforated (Bottom) HDPE Storm Drain Pipe	850	LF	\$ 120	\$ 102,000	300	LF	\$ 120	\$ 36,000
Install 60" Perforated (Bottom) HDPE Storm Drain Pipe	240	LF	\$ 140	\$ 33,600	1680	LF	\$ 140	\$ 235,200
Install HDPE Manhole with 30" Solid Cover	3	EA	\$ 9,000	\$ 27,000	5	EA	\$ 9,000	\$ 45,000
Install Maxwell Plus Drainage System (40' Deep)	3	EA	\$ 40,000	\$ 120,000	5	EA	\$ 40,000	\$ 200,000
Install Slurry Seal (Including 1/4" Micro-Mill)	297000	SF	\$ 0.50	\$ 148,500	0	SF	\$ 1	\$ -
Signing and Striping, and Markers	1	LS	\$ 50,000	\$ 50,000	1	LS	\$ 50,000	\$ 50,000
Traffic Signal @ Avenue 50	0.75	EA	\$ 350,000	\$ 262,500	0.25	EA	\$ 350,000	\$ 87,500
Traffic Signal @ Avenue 51	0.5	EA	\$ 300,000	\$ 150,000	0.5	EA	\$ 300,000	\$ 150,000
Traffic Signal @ Avenue 52	0.25	EA	\$ 350,000	\$ 87,500	0.75	EA	\$ 350,000	\$ 262,500
Cost to Cure	1	LS	\$ 250,000	\$ 250,000	1	LS	\$ 250,000	\$ 250,000
	Construction Subtotal			\$ 3,401,600.00	Construction Subtotal			\$ 4,308,800.00