

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



ITEM: 3.16
(ID # 20132)

MEETING DATE:
Tuesday, November 01, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the Service Agreement by and between the County of Riverside and the City of Hemet for the Stetson Avenue Roadway Improvements, District 3. [\$212,500 Total Cost – City of Hemet Funds 100%] (Companion Item to MT Item 20162)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and the City of Hemet for the Stetson Avenue Roadway Improvements in the amount of \$212,500 for FY 22/23, and authorize the Chair of the Board to execute the same.

ACTION: Policy

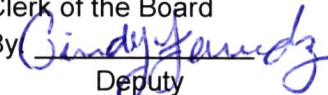

Mark Lancaster, Director of Transportation 9/29/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 1, 2022
xc: Trans.

Kecia R. Harper
Clerk of the Board

By 
Deputy

(Companion Item 3.17)

**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	\$ 212,500	\$ 0	\$ 212,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City of Hemet. There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Improvement Program (TIP) provides for the resurfacing of Stetson Avenue between Santa Fe Street and 150-feet east of Hemet Street located in the Community of East Hemet. The City of Hemet has requested that the County include portions of the roadway within City's jurisdiction. The City jurisdiction includes the northerly half of Stetson Avenue between Santa Fe Street and 660-feet east of Santa Fe Street.

The Resurfacing Project within the City's jurisdiction proposes to remove the existing pavement and underlying material and place back new Hot Mix Asphalt. Other incidental work will include reconstructing the existing asphalt concrete dike at the edge of pavement, reconstructing existing asphalt concrete driveways, regrading shoulders, replacing striping, and other associated work.

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

The City will make a deposit in the amount of \$212,500 in FY 22/23. The estimated cost includes a 10% contingency for the City's portion of the work. Upon project completion, a final accounting will be performed and 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 Hemet City Council on September 13, 2022.

County Counsel has approved the Agreement as to legal form.

Project No. D0-0016

Impact on Residents and Businesses

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

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 December 2022. 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 Hemet is responsible for funding their respective work within city limits. There are no General Funds used in this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map
Service Agreement



Jason Farin, Principal Management Analyst 10/25/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 10/19/2022

CLERK'S COPY

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

Stetson Avenue Roadway Improvements

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF HEMET

FOR

STETSON AVENUE ROADWAY IMPROVEMENTS

This Service Agreement for the Stetson Avenue Roadway Improvements ("Agreement") is entered into this 1st day of November, 2022, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and the City of Hemet, a municipal corporation, (hereinafter "CITY") for the roadway improvements to Stetson Avenue, located within the jurisdictional boundaries of the COUNTY and CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

- A. Whereas, the COUNTY currently has a Roadway Improvement Project on Stetson Avenue from Santa Fe Street to Hemet Street. These Roadway Improvements exclude work outside of the COUNTY's jurisdiction ("COUNTY PROJECT"); and
- B. Whereas, the COUNTY and CITY have mutually agreed that Stetson Avenue, a 28 foot to 75 foot variable width mostly two lane facility between Santa Fe Street to Hemet Street, is in need of roadway improvements; and
- C. Whereas, the COUNTY PROJECT coincides with CITY limits on Stetson Avenue on the north half of the roadway width between Santa Fe Street and 660 feet east of Santa Fe Street, as shown on "Exhibit A" (Stetson Avenue Vicinity / Project Map). All improvements being proposed within CITY limits shall be referred to as "CITY PROJECT"; and
- D. Whereas, the improvements on Stetson Avenue will be to resurface the roadway consisting of milling the existing pavement and overlaying with Rubberized Hot Mix Asphalt. Incidental work will include and not be limited to reconstructing portions of the roadway, reconstructing cross-gutters and spandrels, reconstructing curb ramps, constructing asphalt concrete dike, reconstructing asphalt concrete dike,

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1 reconstructing driveways, replacement of signage, and striping the roadway; and

2 E. Whereas, the COUNTY and CITY desire to have one PARTY be the lead agency in the implementation of
3 the roadway improvements, coordinating the improvements within the two jurisdictions, and reducing the
4 overall costs; and

5 F. Whereas, the COUNTY will provide the administrative, technical, managerial, and support services
6 necessary for the implementation of the CITY PROJECT; and

7 G. Whereas, the PARTIES desire to define herein the terms and conditions under which said CITY
8 PROJECT is to be administered, engineered, coordinated, and constructed by the COUNTY; and

9 H. Whereas, each of the above stated recitals are hereby incorporated into this agreement and each is to be
10 treated as a material part of the Agreement.

11 **AGREEMENT**

12 **NOW THEREFORE**, in consideration of the mutual promises contained herein, the PARTIES hereto agree as
13 follows:

14 **SECTION 1 • COUNTY OBLIGATIONS:**

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

- 6 4. The COUNTY will make written application to CITY for an encroachment permit authorizing entry into
7 CITY's right of way for the purposes of constructing CITY PROJECT.
- 8 5. The COUNTY will serve as the "Lead Agency" under the California Environmental Quality Act (CEQA) in
9 ensuring that all requirements of CEQA have been met for the CITY PROJECT.
- 10 6. The COUNTY will advertise, award and administer a public works contract for the construction of the
11 CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders,
12 governmental requirements, laws or regulations, including but not limited to the local agency public
13 construction codes, California Labor Code, and California Public Contract Code.
- 14 7. The COUNTY will provide a representative to perform the function of Resident Engineer during
15 construction of CITY PROJECT.
- 16 8. The COUNTY will furnish qualified support staff to assist the Resident Engineer in, but not limited to,
17 construction surveys, soils and compaction tests, measurement and computation of quantities, testing of
18 construction materials, checking submittals, preparation of estimates and reports, preparation of as-built
19 drawings, and other inspection and staff services necessary to assure that the construction is performed
20 in accordance with the PS&E documents.
- 21 9. The COUNTY will construct the CITY PROJECT in accordance with CITY approved PS&E documents.
- 22 10. The COUNTY will submit any contract change order that causes the construction contract to exceed 10%
23 of the contract bid amount for CITY PROJECT improvements that are located within the jurisdictional
24 boundaries of the CITY to CITY for review and approval prior to final authorization by COUNTY.
- 25 11. The COUNTY agrees to furnish CITY one complete set of full-sized film positive reproducible as-built
26 plans and all contract records, including survey documents, within three hundred and sixty-five (365) days
27 following the completion and acceptance of the construction contract. Electronic copies of completed
28 plans will be made available if CITY desires. If electronic copies are provided, they will be provided on
29

1 CD-R media.

- 2
- 3 12. The COUNTY will furnish CITY a final reconciliation of project expenses within ninety (90) days following
- 4 the completion and acceptance of the construction contract. If final costs associated with the CITY
- 5 PROJECT are in excess of the Deposit provided in Section 2, COUNTY shall include a final bill with the
- 6 financial reconciliation. If final costs associated with the CITY PROJECT are less than the Deposit
- 7 provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial
- 8 reconciliation.

9 **SECTION 2 • CITY OBLIGATIONS:**

- 10 1. The CITY agrees to fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees
- 11 that should unforeseen circumstances arise which result in an increase of any costs over those shown in
- 12 "Exhibit B", CITY will in good faith amend this Agreement to include any such costs that are reasonably
- 13 related to the CITY PROJECT.
- 14 2. The CITY agrees to deposit with COUNTY, within 30 days of executing this Agreement, two hundred
- 15 twelve thousand five hundred dollars (\$212,500.00) (the "Deposit"), as provided in "Exhibit B."
- 16 3. The CITY will approve and issue, at no cost to COUNTY or its contractors, upon proper application by
- 17 COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to
- 18 perform all surveys and other field activities required for preparation of the PS&E, utility coordination,
- 19 right of way acquisition, and construction of the CITY PROJECT.
- 20 4. The CITY will provide a CITY representative to coordinate with the COUNTY's Project Manager during
- 21 the development and the construction of CITY PROJECT, and to verify that the CITY PROJECT is being
- 22 constructed per the CITY approved Plans and Specifications.
- 23 5. The CITY will provide at no cost to the COUNTY, oversight of the CITY PROJECT, and provide prompt
- 24 reviews and approvals, as appropriate, of submittals provided by COUNTY, and to cooperate in timely
- 25 processing of the CITY PROJECT.
- 26 6. The CITY shall pay within forty-five (45) days of receipt, the non-contested invoice for final reconciled
- 27 costs in excess of the Deposit amount for CITY PROJECT submitted by COUNTY for services rendered
- 28 in accordance with this Agreement.

29 **SECTION 3 • MUTUAL AGREEMENT:**

- 1 1. The PARTIES agree that the total cost to CITY to complete PS&E documents, construction, including
2 construction survey, inspection and a material testing for CITY PROJECT, including a ten percent (10%)
3 contingency, is estimated to be, two hundred twelve thousand five hundred dollars (\$212,500.00) as
4 detailed in "Exhibit B".
- 5 2. The COUNTY will not be obligated to commence construction of the CITY PROJECT until after receipt of
6 CITY's Deposit as required in Section 2.
- 7 3. If upon opening of bids for construction of the CITY PROJECT, the bids indicate a cost overrun of no
8 more than ten percent (10%) of the Construction Cost Estimate as described in "Exhibit B", COUNTY may
9 award the contract.
- 10 4. If upon opening of bids for construction of the CITY PROJECT, it is found that a cost overrun exceeding
11 ten percent (10%) of the Construction Cost Estimate, COUNTY and CITY shall endeavor to agree upon
12 an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an
13 alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by
14 mutual consent, with CITY paying for incurred costs as set forth in this Agreement. COUNTY shall
15 reimburse CITY within forty-five (45) days of termination any portion of Deposit not spent
- 16 5. The COUNTY shall make available to the CITY all construction documents, change orders, drawings or
17 other documents related to the CITY PROJECT upon the request of the CITY. The CITY at its sole
18 discretion and cost shall have the right to audit all costs associated with the CITY PROJECT.
- 19 6. Construction of the CITY PROJECT by the COUNTY shall not be commenced until an Encroachment
20 Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
- 21 7. The COUNTY shall cause all COUNTY's contractors to maintain in full force, until completion and
22 acceptance of the construction contract, a policy of Commercial Liability Insurance, including coverage of
23 Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit
24 coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
25 Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as
26 additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's
27 Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of
28 Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY
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1 prior to the start of construction.

- 2 8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
3 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
4 will be necessary to transfer ownership.
- 5 9. The CITY shall be named to all contractor or manufacture warranties and guarantees for equipment and
6 improvements constructed or installed within the CITY's jurisdiction.
- 7 10. Upon acceptance of the CITY PROJECT, the CITY shall be responsible for ongoing maintenance of the
8 improvements constructed or installed for the CITY PROJECT.
- 9 11. The PARTIES shall not amend or change the terms of this Agreement unless said change is
10 memorialized in writing and signed by the PARTIES.
- 11 12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
12 occurring by reason of any act or omission of CITY under or in connection with any work, authority or
13 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government
14 Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for
15 injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of
16 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this
17 Agreement.
- 18 13. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring
19 by reason of any act or omission of COUNTY under or in connection with any work, authority or
20 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to
21 Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability
22 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or
23 omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to
24 COUNTY under this Agreement.
- 25 14. In the event that CITY materially defaults in the performance of any of its obligations under this
26 Agreement, or materially breaches any of the provisions of this Agreement, and said default or breach
27 remains uncured for a period of thirty (30) days following written notice of such default or breach by the
28 COUNTY to the CITY, the COUNTY shall have the option to terminate this Agreement upon written notice
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1 to the CITY.

- 2 15. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
3 unenforceable, the remaining terms shall be severable and will continue in full force and effect without
4 regard to the voided or unenforceable terms.
- 5 16. The PARTIES shall not assign this Agreement without the written consent of the other PARTY.
- 6 17. This Agreement is to be construed in accordance with the laws of the State of California.
- 7 18. Any legal action brought by either PARTY for the purpose of enforcing a right or rights provided by this
8 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of
9 California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such
10 proceedings to any other county.
- 11 19. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance
12 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by
13 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall
14 not be construed against the PARTY that prepared it in its final form.
- 15 20. Any waiver by either the COUNTY or CITY of any material breach by the other PARTY shall not be
16 construed to be a waiver of any subsequent material breach. Failure on the part of COUNTY or CITY to
17 require from the other PARTY exact, full and complete compliance with any of the provisions of this
18 Agreement shall not be construed as changing the terms hereof, or stopping COUNTY or CITY from
19 enforcing this Agreement.
- 20 21. This Agreement, its Recitals, and Exhibits contain the complete understanding of the PARTIES and any
21 prior oral or written statements or agreements, including contemporaneous oral or written statements or
22 agreements not expressly set forth in this Agreement, are null and void.
- 23 22. Nothing in the provisions of this Agreement is intended to provide any rights to any third party including
24 any contractor employed by the PARTIES.
- 25 23. Both the CITY and COUNTY shall retain all records, construction documents, notes, contractor emails or
26 correspondence, or other documents relating to CITY PROJECT for a period of three (3) years. As-built
27 drawings shall be permanently maintained. Pre-construction records, construction records and
28 documentation through the Notice of Completion shall be preserved for the three-year period. The three-
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1 year end date is measured from the issuance of the Notice of Completion. At the conclusion of the three-
2 year period, all such documents and records shall be managed in accordance with the CITY's and/or the
3 COUNTY's records management policies.

4 24. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original
5 and all of which together shall constitute but one and the same instrument. It shall not be necessary that
6 any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is
7 executed by each PARTY. Each PARTY to this Agreement agrees to the use of electronic signatures,
8 such as digital signatures that meet the requirements of the California Uniform Electronic Transactions
9 Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES
10 further agree that the electronic signatures of the PARTIES included in this Agreement are intended to
11 authenticate this writing and to have the same force and effect as manual signatures. Electronic signature
12 means an electronic sound, symbol, or process attached to or logically associated with an electronic
13 record and executed or adopted by a person with the intent to sign the electronic record pursuant to the
14 CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for
15 transactions and contracts among parties in California, including a government agency. Digital signature
16 means an electronic identifier, created by computer, intended by the PARTY using it to have the same
17 force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES.
18 For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision
19 (i) of Section 1633.2 of the Civil Code.

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

23
24 COUNTY:

25 Riverside County Transportation Department

26 Attn: Mark Lancaster

27 Director of Transportation

28 4080 Lemon Street, 8th Floor

CITY:

City of Hemet

Attn: Noah Rau

Public Works Director/City Engineer

510 E Florida Avenue

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Stetson Avenue Roadway Improvements
Hemet, CA 92543
Phone: (951) 765-2360

Riverside, CA 92501
Phone: (951) 955-6740

[Signature Page Follows]

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 10-31-22

MARK LANCASTER
Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By [Signature] Dated: _____
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Jeff Hewitt Dated: 11/1/22
JEFF HEWITT

PRINTED NAME
Chair, Riverside County Board of Supervisors

ATTEST:

Kecia R. Harper Dated: 11/1/22
KECIA R. HARPER, Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME
CITY Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME
Deputy CITY Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

Certified as to Availability of Funds:

_____ Dated: _____

PRINTED NAME
Chief Financial Officer

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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By _____ Dated: _____

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA R. HARPER, Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

DocuSigned by:
Eddie Pust, Interim City Manager 10/5/2022
4B1893760273405... Dated: _____

Eddie Pust, Interim City Manager

PRINTED NAME

City Manager

APPROVED AS TO FORM:

DocuSigned by:
Steven Graham, City Attorney 10/7/2022
CP04852F02D144D... Dated: _____

Steven Graham, City Attorney

PRINTED NAME

City Attorney

ATTEST:

DocuSigned by:
John Paul 10/19/2022
E809F7G3AEA0432... Dated: _____

John Paul

PRINTED NAME

Certified as to Availability of Funds:

DocuSigned by:
Paul Espinoza, Interim Finance Director 10/20/2022
1E1949EDED06422... Dated: _____

Paul Espinoza, Interim Finance Director

PRINTED NAME

Chief Financial Officer

CLERK'S COPY

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

Stetson Avenue Roadway Improvements

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SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF HEMET

FOR

STETSON AVENUE ROADWAY IMPROVEMENTS

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AGREEMENT

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SECTION 1 • COUNTY OBLIGATIONS:

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

- 2 12. The COUNTY will furnish CITY a final reconciliation of project expenses within ninety (90) days following
3 the completion and acceptance of the construction contract. If final costs associated with the CITY
4 PROJECT are in excess of the Deposit provided in Section 2, COUNTY shall include a final bill with the
5 financial reconciliation. If final costs associated with the CITY PROJECT are less than the Deposit
6 provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial
7 reconciliation.

8 **SECTION 2 • CITY OBLIGATIONS:**

- 9 1. The CITY agrees to fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees
10 that should unforeseen circumstances arise which result in an increase of any costs over those shown in
11 "Exhibit B", CITY will in good faith amend this Agreement to include any such costs that are reasonably
12 related to the CITY PROJECT.
- 13 2. The CITY agrees to deposit with COUNTY, within 30 days of executing this Agreement, two hundred
14 twelve thousand five hundred dollars (**\$212,500.00**) (the "Deposit"), as provided in "Exhibit B."
- 15 3. The CITY will approve and issue, at no cost to COUNTY or its contractors, upon proper application by
16 COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to
17 perform all surveys and other field activities required for preparation of the PS&E, utility coordination,
18 right of way acquisition, and construction of the CITY PROJECT.
- 19 4. The CITY will provide a CITY representative to coordinate with the COUNTY's Project Manager during
20 the development and the construction of CITY PROJECT, and to verify that the CITY PROJECT is being
21 constructed per the CITY approved Plans and Specifications.
- 22 5. The CITY will provide at no cost to the COUNTY, oversight of the CITY PROJECT, and provide prompt
23 reviews and approvals, as appropriate, of submittals provided by COUNTY, and to cooperate in timely
24 processing of the CITY PROJECT.
- 25 6. The CITY shall pay within forty-five (45) days of receipt, the non-contested invoice for final reconciled
26 costs in excess of the Deposit amount for CITY PROJECT submitted by COUNTY for services rendered
27 in accordance with this Agreement.

28 **SECTION 3 • MUTUAL AGREEMENT:**

- 1 1. The PARTIES agree that the total cost to CITY to complete PS&E documents, construction, including
2 construction survey, inspection and a material testing for CITY PROJECT, including a ten percent (10%)
3 contingency, is estimated to be, two hundred twelve thousand five hundred dollars (**\$212,500.00**) as
4 detailed in "Exhibit B".
- 5 2. The COUNTY will not be obligated to commence construction of the CITY PROJECT until after receipt of
6 CITY's Deposit as required in Section 2.
- 7 3. If upon opening of bids for construction of the CITY PROJECT, the bids indicate a cost overrun of no
8 more than ten percent (10%) of the Construction Cost Estimate as described in "Exhibit B", COUNTY may
9 award the contract.
- 10 4. If upon opening of bids for construction of the CITY PROJECT, it is found that a cost overrun exceeding
11 ten percent (10%) of the Construction Cost Estimate, COUNTY and CITY shall endeavor to agree upon
12 an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an
13 alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by
14 mutual consent, with CITY paying for incurred costs as set forth in this Agreement. COUNTY shall
15 reimburse CITY within forty-five (45) days of termination any portion of Deposit not spent
- 16 5. The COUNTY shall make available to the CITY all construction documents, change orders, drawings or
17 other documents related to the CITY PROJECT upon the request of the CITY. The CITY at its sole
18 discretion and cost shall have the right to audit all costs associated with the CITY PROJECT.
- 19 6. Construction of the CITY PROJECT by the COUNTY shall not be commenced until an Encroachment
20 Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
- 21 7. The COUNTY shall cause all COUNTY's contractors to maintain in full force, until completion and
22 acceptance of the construction contract, a policy of Commercial Liability Insurance, including coverage of
23 Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit
24 coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
25 Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as
26 additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's
27 Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of
28 Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY
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1 prior to the start of construction.

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

5 9. The CITY shall be named to all contractor or manufacture warranties and guarantees for equipment and
6 improvements constructed or installed within the CITY's jurisdiction.

7 10. Upon acceptance of the CITY PROJECT, the CITY shall be responsible for ongoing maintenance of the
8 improvements constructed or installed for the CITY PROJECT.

9 11. The PARTIES shall not amend or change the terms of this Agreement unless said change is
10 memorialized in writing and signed by the PARTIES.

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

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

25 14. In the event that CITY materially defaults in the performance of any of its obligations under this
26 Agreement, or materially breaches any of the provisions of this Agreement, and said default or breach
27 remains uncured for a period of thirty (30) days following written notice of such default or breach by the
28 COUNTY to the CITY, the COUNTY shall have the option to terminate this Agreement upon written notice
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1 to the CITY.

2 15. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
3 unenforceable, the remaining terms shall be severable and will continue in full force and effect without
4 regard to the voided or unenforceable terms.

5 16. The PARTIES shall not assign this Agreement without the written consent of the other PARTY.

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

7 18. Any legal action brought by either PARTY for the purpose of enforcing a right or rights provided by this
8 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of
9 California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such
10 proceedings to any other county.

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

15 20. Any waiver by either the COUNTY or CITY of any material breach by the other PARTY shall not be
16 construed to be a waiver of any subsequent material breach. Failure on the part of COUNTY or CITY to
17 require from the other PARTY exact, full and complete compliance with any of the provisions of this
18 Agreement shall not be construed as changing the terms hereof, or stopping COUNTY or CITY from
19 enforcing this Agreement.

20 21. This Agreement, its Recitals, and Exhibits contain the complete understanding of the PARTIES and any
21 prior oral or written statements or agreements, including contemporaneous oral or written statements or
22 agreements not expressly set forth in this Agreement, are null and void.

23 22. Nothing in the provisions of this Agreement is intended to provide any rights to any third party including
24 any contractor employed by the PARTIES.

25 23. Both the CITY and COUNTY shall retain all records, construction documents, notes, contractor emails or
26 correspondence, or other documents relating to CITY PROJECT for a period of three (3) years. As-built
27 drawings shall be permanently maintained. Pre-construction records, construction records and
28 documentation through the Notice of Completion shall be preserved for the three-year period. The three-
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year end date is measured from the issuance of the Notice of Completion. At the conclusion of the three-year period, all such documents and records shall be managed in accordance with the CITY's and/or the COUNTY's records management policies.

24. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is executed by each PARTY. Each PARTY to 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 §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further agree that the electronic signatures of the 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 parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the 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 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.

25. All notices, demands, notice of change orders, change orders, invoices, and other communications required 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

CITY:
City of Hemet
Attn: Noah Rau
Public Works Director/City Engineer
510 E Florida Avenue

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Riverside, CA 92501
Phone: (951) 955-6740

Stetson Avenue Roadway Improvments
Hemet, CA 92543
Phone: (951) 765-2360

[Signature Page Follows]

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 10-31-22

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By  Dated: _____

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS


 Dated: 11/1/22

JEFF HEWITT

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

 Dated: 11/1/22

KECIA R. HARPER, Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

Deputy CITY Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

Certified as to Availability of Funds:

_____ Dated: _____

PRINTED NAME

Chief Financial Officer

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

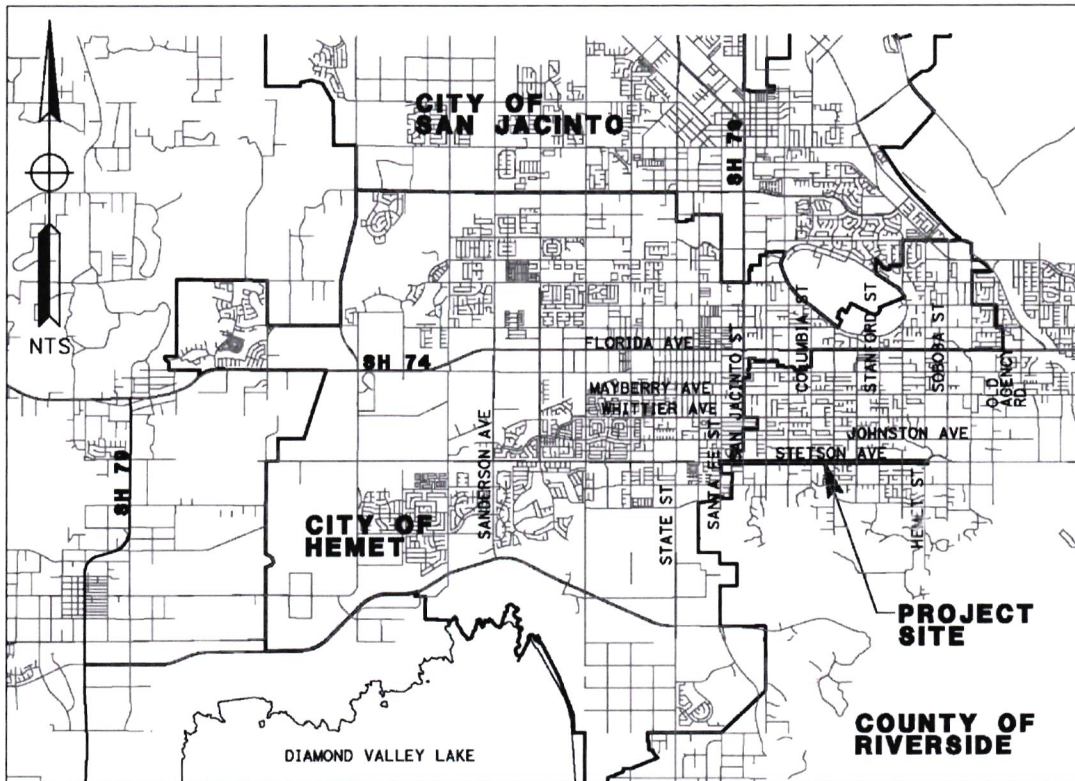
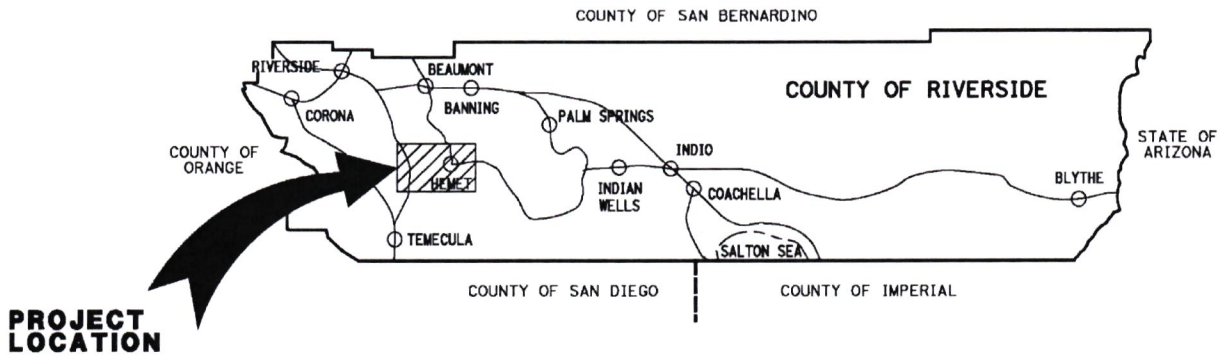
STETSON AVENUE

RESURFACING

**SANTA FE ST TO
150 FEET EAST OF HEMET ST**

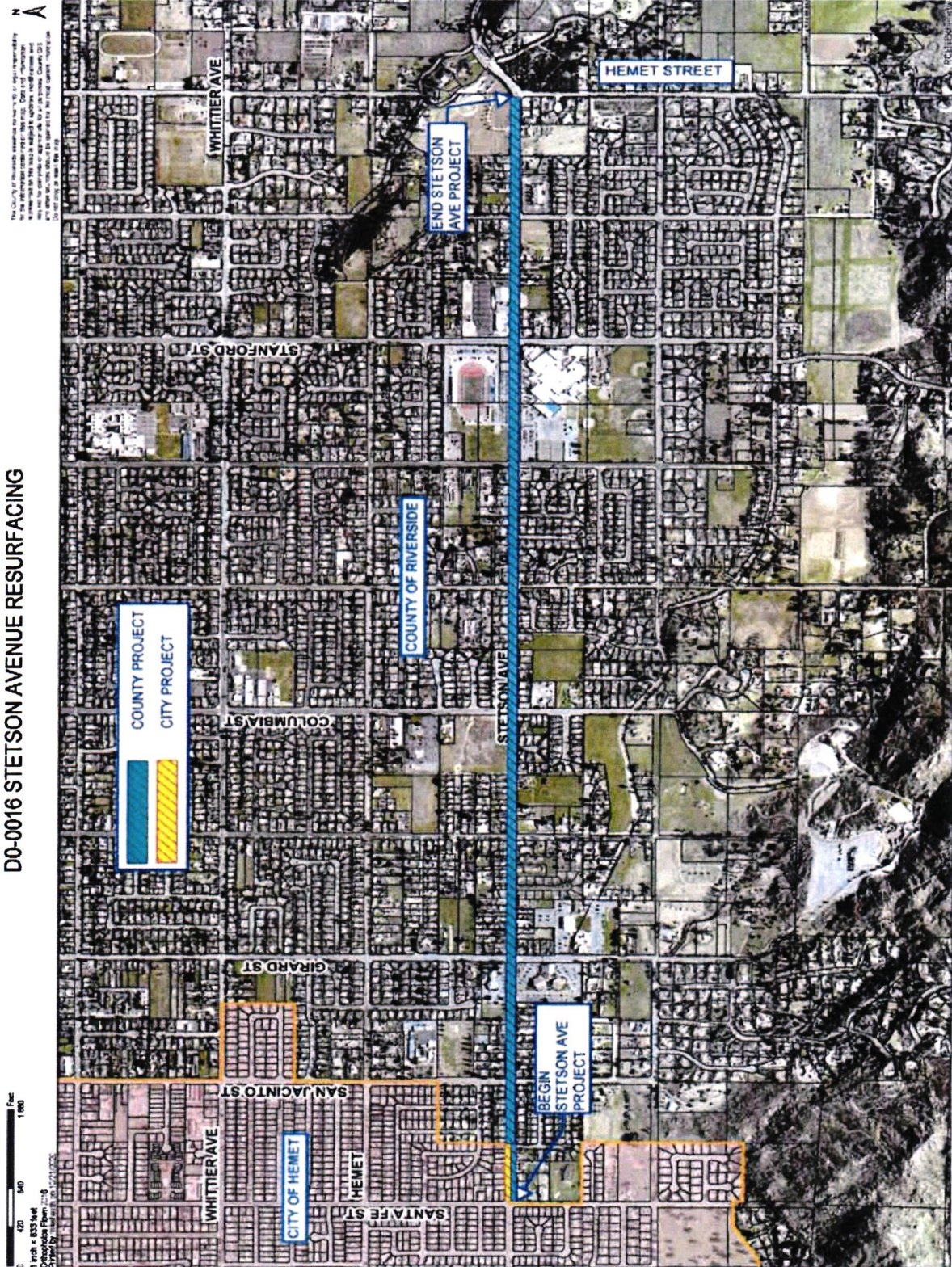
COMMUNITY OF EAST HEMET

WO No. D0-0016



VICINITY MAP
TOWNSHIP 5S RANGE 1W SECTIONS 13, 14, 18, 19, 23, 24
COUNTY ROAD BOOK PAGE NO. 116A & 116B

EXHIBIT A – STETSON AVENUE VICINITY / PROJECT MAP



D0-0016 Stetson Avenue Resurfacing

EXHIBIT B – ESTIMATED CITY PROJECT COSTS

TASK	TOTAL CITY COSTS
Administrative Design Costs	\$5,000.00
Construction Cost Estimate	\$166,000.00
Construction Contingency (10%)	\$16,600.00
Construction Engineering & Inspection (15%)	\$24,900.00
TOTAL PROJECT COST	\$212,500.00

Deposit: \$212,500 due within thirty (30) days of executing this Agreement.

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