

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



ITEM: 3.31
(ID # 22558)

MEETING DATE:
Tuesday, September 26, 2023

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 Indio for the Avenue 48 Roadway Improvements, District 4. [\$38,500 Total Cost – City of Indio Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and the City of Indio for the Avenue 48 Roadway Improvements in the amount of \$38,500 for FY 23/24, and authorize the Chair of the Board to execute the same.

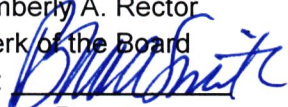
ACTION:Policy


Mark Lancaster, Director of Transportation 8/17/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 26, 2023
xc: Trans.

Kimberly A. Rector
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	\$ 38,500	\$ 0	\$ 38,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City of Indio. There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Improvement Program (TIP) provides for the widening of Avenue 48 between Van Buren Street and Dillon Road (Project) located in the Community of Carver Tract. The City of Indio (City) has requested that the County include portions of the roadway improvements within City’s jurisdiction. The City’s jurisdiction includes the northerly half of Avenue 48 between Bataan Street and Dillon Road.

The Project within the City’s jurisdiction proposes to remove the existing pavement and underlying base material and place back new Hot Mix Asphalt and base material. Other incidental work will include constructing a concrete median, replacing striping and pavement markings, and other associated work.

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

The City will make a deposit in the amount of \$38,500 in FY 23/24. 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 City of Indio on February 21, 2023.

County Counsel has approved the Agreement as to legal form.

Project No. C7-0040

Impact on Residents and Businesses

The widening project will provide the public with enhanced pedestrian safety, an ADA compliant path, and a smooth paved roadway with a concrete median that will improve the safety and efficiency of the roadway.

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

The work is expected to begin in April 2024. 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 Indio 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 9/19/2023

**SERVICE AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
CITY OF INDIO
FOR
AVENUE 48 ROADWAY IMPROVEMENTS**

This Service Agreement for the Avenue 48 Roadway Improvements ("Agreement") is entered into this 26th day of September, 2023 by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and the City of Indio, a municipal corporation, (hereinafter "CITY") for the roadway improvements to Avenue 48, 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 Avenue 48 from Van Buren Street to Dillon Road. These Roadway Improvements exclude work outside of the COUNTY's jurisdiction ("COUNTY PROJECT"); and
- B. Whereas, the COUNTY and CITY have mutually agreed that Avenue 48, a 40 foot to 92 foot variable width mostly two-lane facility between Van Buren Street to Dillon Road, is in need of roadway improvements; and
- C. Whereas, the COUNTY PROJECT coincides with CITY limits on Avenue 48 on the north half of the roadway width between Bataan Street and Dillon Road, as shown on "Exhibit A" (Avenue 48 Vicinity / Project Map). All improvements being proposed within CITY limits shall be referred to as "CITY PROJECT"; and
- D. Whereas, the improvements on Avenue 48 will be to widen and reconstruct the roadway consisting of removing the existing pavement, underlying base, and native material and constructing Rubberized Hot Mix Asphalt overlay over Hot Mix Asphalt base paving over Aggregate Base. Incidental work will include and not be limited to constructing concrete median, constructing cross-gutters and spandrels,

- 1 constructing curb ramps, constructing 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.

AGREEMENT

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

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
- 29

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. The COUNTY will make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for the purposes of constructing CITY PROJECT.
- 5. The COUNTY will serve as the "Lead Agency" under the California Environmental Quality Act (CEQA) in ensuring that all requirements of CEQA have been met for the CITY PROJECT.
- 6. The COUNTY will advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code.
- 7. The COUNTY will provide a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
- 8. The COUNTY will 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. The COUNTY will construct the CITY PROJECT in accordance with CITY approved PS&E documents.
- 10. The COUNTY will submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for CITY PROJECT improvements that are located within the jurisdictional boundaries of the CITY to CITY for review and approval prior to final authorization by COUNTY.
- 11. The COUNTY agrees 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 construction contract. Electronic copies of completed plans will be made available if CITY desires. If electronic copies are provided, they will be provided on

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, [thirty-eight](#)
14 [thousand five hundred dollars \(\\$38,500.00\)](#) (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, **thirty-eight thousand five hundred dollars (\$38,500.00)** as detailed in
4 "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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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. The CITY shall be named to all contractor or manufacture warranties and guarantees for equipment and improvements constructed or installed within the CITY's jurisdiction.
- 10. Upon acceptance of the CITY PROJECT, the CITY shall be responsible for ongoing maintenance of the improvements constructed or installed for the CITY PROJECT.
- 11. The PARTIES shall not amend or change the terms of this Agreement unless said change is memorialized in writing and signed by the PARTIES.
- 12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 13. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
- 14. In the event that CITY materially defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, and said default or breach remains uncured for a period of thirty (30) days following written notice of such default or breach by the COUNTY to the CITY, the COUNTY shall have the option to terminate this Agreement upon written notice

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to the CITY.

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

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

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

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

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

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

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

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

23. Both the CITY and COUNTY shall retain all records, construction documents, notes, contractor emails or correspondence, or other documents relating to CITY PROJECT for a period of three (3) years. As-built drawings shall be permanently maintained. Pre-construction records, construction records and documentation through the Notice of Completion shall be preserved for the three-year period. The three-

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 Indio

Attn: Timothy Wassil

Public Works Director

100 Civic Center Mall

Avenue 48 Roadway Improvements

Riverside, CA 92501

Indio, CA 92201

Phone: (951) 955-6740

Phone: (760) 391-4018

[Signature Page Follows]

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APPROVALS

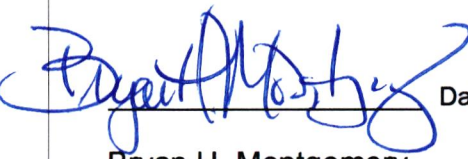
COUNTY Approvals

CITY Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

 Dated: 8-10-23

 Dated: 2/16/23

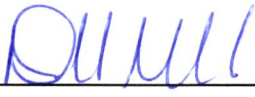
MARK LANCASTER
Director of Transportation

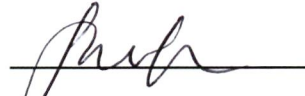
Bryan H. Montgomery
PRINTED NAME
CITY Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:


COUNTY COUNSEL

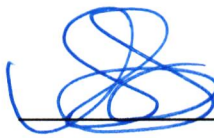
By  Dated: 9/13/23
Deputy

 Dated: 2/15/23
Steven Graham
PRINTED NAME
CITY Attorney

APPROVAL BY THE BOARD OF SUPERVISORS


ATTEST:

 Dated: 9/26/23
KEVIN JEFFRIES
PRINTED NAME
Chair, Riverside County Board of Supervisors

 Dated: 2/15/23
Sabdi Sanchez
PRINTED NAME
City Clerk Administrator

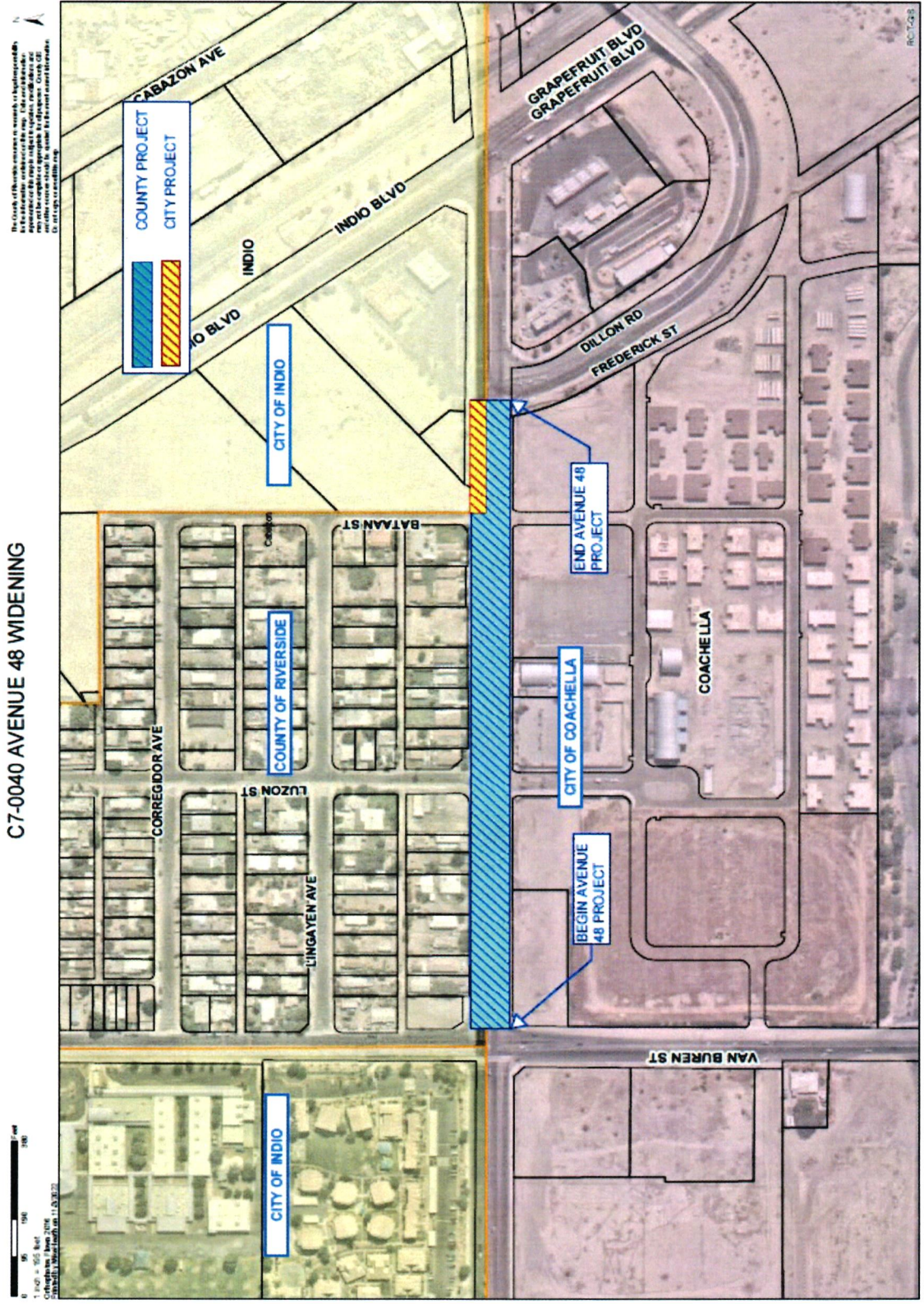
ATTEST:

Certified as to Availability of Funds:

 Dated: 9/26/23
Clerk of the Board (SEAL)
KIMBERLY A. RECTOR

 Dated: 2/27/23
Rob Rockwell
PRINTED NAME
Assistant City Manager/Finance Director

EXHIBIT A – AVENUE 48 VICINITY / PROJECT MAP



C7-0040 AVENUE 48 WIDENING

C7-0040 Avenue 48 Widening

EXHIBIT B – ESTIMATED CITY PROJECT COSTS

TASK	TOTAL CITY COSTS
Administrative/Design Costs (15%)	\$4,125.00
Construction Cost Estimate	\$27,500.00
Construction Contingency (10%)	\$2,750.00
Construction Engineering & Inspection (15%)	\$4,125.00
TOTAL PROJECT COST	\$38,500.00

Deposit: \$38,500 due within thirty (30) days of executing this Agreement.

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