

SERVICE AGREEMENT BY AND BETWEEN
CITY OF COACHELLA
AND
COUNTY OF RIVERSIDE
FOR
VAN BUREN STREET
PAVEMENT OVERLAY

This Agreement is entered into this _____ day of _____, 2020, by and between the City of Coachella, a municipal corporation (hereinafter "CITY"), and the County of Riverside, (hereinafter "COUNTY") on behalf of its Transportation Department, for pavement overlay improvement located within the jurisdictional boundaries of COUNTY. The CITY and COUNTY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. WHEREAS, COUNTY has determined to overlay the existing asphalt surface on Van Buren Street from 54th Avenue to 55th Avenue for approximately 0.5 linear miles in the Coachella area of Riverside County ("PROJECT"); and
- B. WHEREAS, COUNTY has determined that it requires the construction services to overlay Van Buren Street as shown in Exhibit A; and
- C. WHEREAS, CITY is fully qualified to administer the work that includes asphalt grinding and repaving, traffic control, replacement of any pavement marking including cross walks and striping; and
- D. WHEREAS, CITY has pavement rehabilitation project within the jurisdictional boundaries of CITY, the pavement rehabilitation along Van Buren Street are sometimes hereinafter referred to collectively as "CITY PROJECT".
- E. WHEREAS, COUNTY will benefit from the cost savings associated with a larger improvement project, the pavement rehabilitation described above within the jurisdictional boundaries of COUNTY is sometimes hereinafter referred to collectively as "COUNTY PROJECT".
- F. WHEREAS, COUNTY desires to work with the CITY to construct the COUNTY PROJECT, together with

1 the CITY PROJECT since CITY has extensive experience in the development and implementation of
2 similar type projects.

3 G. WHEREAS, CITY will therefore provide the administrative, technical, managerial, and support services
4 necessary for the implementation of the COUNTY PROJECT as part of the CITY PROJECT.

5 H. WHEREAS, CITY and COUNTY desire to define herein the terms and conditions under which said
6 COUNTY PROJECT is to be administered, engineered, coordinated, and constructed.

7 **AGREEMENT**

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

10 **SECTION 1 • CITY AGREES:**

- 11 1. Act as the lead agency on behalf of the COUNTY for the overall implementation of the COUNTY
12 PROJECT. The CITY is providing services on a reimbursable basis and has no obligation to fund any
13 portion of the COUNTY PROJECT. Nothing in this Agreement is intended to commit the CITY to provide
14 replacement funding for or to continue with the COUNTY PROJECT, if funds are not available.
- 15 2. Furnish COUNTY with detailed Plans, Specifications & Estimate (PS&E) documents for the COUNTY
16 PROJECT. Final plans for improvements are prepared to CITY standards, and signed by a Civil Engineer
17 registered in the State of California. Deviations from standards shall be coordinated with and approved
18 by COUNTY. CITY shall not begin construction within COUNTY until COUNTY has approved the
19 COUNTY PROJECT portion of the PS&E documents, which approval shall not be unreasonably withheld.
- 20 3. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
21 The COUNTY will prepare and approve CEQA clearance for the COUNTY PROJECT.
- 22 4. Direct CITY's contractor to identify any existing surface utility facilities within the limits of the COUNTY
23 PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
- 24 5. Direct CITY's contractor to make written application to COUNTY for an encroachment permit authorizing
25 entry into COUNTY right of way for the purposes of constructing CITY PROJECT and COUNTY
26 PROJECT.
- 27 6. Advertise, award, and administer a public works contract for the construction of the CITY PROJECT and
28 the COUNTY PROJECT in accordance with all applicable federal, state or local statutes, ordinances,
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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, and in accordance with the encroachment permits issued by COUNTY.

7. Furnish a representative to perform the function of Resident Engineer during construction of COUNTY PROJECT.

8. 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. Construct the COUNTY PROJECT in accordance with approved PS&E documents.

10. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for COUNTY PROJECT improvements to COUNTY for review and approval prior to final authorization by CITY. If any contract change order causes the construction contract to change by less than 10% of the bid amount for COUNTY PROJECT, CITY is authorized by COUNTY approval of this Agreement to move forward with such change.

11. Furnish COUNTY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the CITY PROJECT and COUNTY PROJECT construction contract. Such final reconciliation shall include, but not be limited to, any additional costs provided in Subsection 10 of Section 1 and Subsection 1 of Section 2. If final costs associated with the COUNTY PROJECT are in excess of the Deposit provided in Section 2, CITY shall include a final bill with the financial reconciliation. If final costs associated with the COUNTY PROJECT are less than the deposit provided in Section 2, CITY shall include a reimbursement for the difference with the financial reconciliation.

12. Provide COUNTY one complete set of reproducible as-built plans and all contract documents including calculations, estimates, and other documents produced as part of this contract within 90 days after completion and acceptance of the COUNTY project.

SECTION 2 • COUNTY AGREES:

1. Fund one hundred percent (100%) of the cost of the COUNTY PROJECT, as shown in Exhibit “B”.

COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", COUNTY will pay such costs pursuant to Subsection 11 of Section 1.

2. Deposit with CITY, prior to CITY start of work and upon written request by CITY, one hundred seven thousand dollars (\$107,000.00) (the "Deposit"), which represents one hundred percent (100%) of the costs to complete construction including asphalt grinding and repaving, localized asphalt repair, and engineering and inspection for COUNTY PROJECT, as provided in Exhibit "B" .
3. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the COUNTY PROJECT.
4. Issue, at no cost to CITY or its contractor, upon proper application by CITY or CITY's contractor, an encroachment permit authorizing entry onto COUNTY right-of-way to complete construction, including traffic control, construction survey, inspection and materials testing for the CITY PROJECT and COUNTY PROJECT.
5. Provide at no cost to the CITY, oversight of the COUNTY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of the COUNTY PROJECT.
6. Provide at no cost to CITY, a representative to coordinate and assist the CITY Resident Engineer during the construction of the COUNTY PROJECT and to verify facilities are constructed as required by this Agreement.
7. Pay CITY for any final costs associated with the COUNTY PROJECT that are in excess of the Deposit as determined pursuant to Subsection 11 of Section 1.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY and COUNTY acknowledge and agree that any funding shortfall for the completion of the COUNTY PROJECT will be the sole responsibility of COUNTY. Nothing in this Agreement is intended to commit the CITY to funding any portion of COUNTY PROJECT, or shall be construed as obligating the CITY to provide replacement funding for any anticipated funding or to continue with the COUNTY PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete COUNTY PROJECT, PARTIES agree to meet and confer and collectively work to identify

1 adequate funding for COUNTY PROJECT.

2 2. The total cost to COUNTY to complete construction, including asphalt grinding and repaving, localized
3 asphalt repair, engineering and inspection for COUNTY PROJECT is estimated to be one hundred seven
4 thousand dollars (\$107,000.00) as detailed in Exhibit "B".

5 3. CITY shall not be obligated to commence the COUNTY PROJECT until after receipt of COUNTY's
6 Deposit as required in Section 2, and CITY shall not be obligated to continue or complete COUNTY
7 PROJECT if there are insufficient funds in the COUNTY's Deposit. Further, City shall not be obligated to
8 commence the COUNTY PROJECT until after receipt of COUNTY's CEQA clearance for the COUNTY
9 PROJECT in writing as specified in subsection 3 of Section 1.

10 4. Construction by CITY of improvements for COUNTY PROJECT shall not be commenced until an
11 Encroachment Permit to CITY, or CITY's contractor, authorizing such work has been issued by COUNTY.

12 5. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the Van
13 Buren Street pavement rehabilitation, a policy of Commercial Liability Insurance, including coverage of
14 Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit
15 coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
16 Endorsements to each policy shall be required which name COUNTY, its officers, agents and employees,
17 as additionally insured. CITY shall also require CITY's contractor to maintain Worker's Compensation
18 Insurance. CITY shall cause CITY's contractor to provide Certificates of Insurance and Additional Insured
19 Endorsements which meet the requirements of this section to COUNTY prior to the start of construction.

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

23 7. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY PROJECT
24 except as specified in this Agreement or future agreements.

25 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
26 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
27 party hereto.

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

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

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

17 12. COUNTY and CITY shall retain or cause to be retained for audit, all records and accounts relating to Van
18 Buren Street pavement rehabilitation for a period of minimum three (3) years from the date of Notice of
19 Completion of the CITY PROJECT and COUNTY PROJECT.

20 13. All notices, demands, invoices, and other communications required or permitted hereunder shall be in
21 writing and delivered to the following addresses or such other address as the PARTIES may designate:

22 CITY:

23 City of Coachella

24 Attn: William Pattison

25 City Manager

26 53990 Enterprise Way

27 Coachella, CA 92236

28 Phone: (760) 398-3502

COUNTY:

Riverside County Transportation Department

Attn: Patricia Romo

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

APPROVALS

CITY OF COACHELLA Approvals

APPROVED BY:

_____ Dated: _____

William Pattison
PRINTED NAME

City Manager

APPROVED AS TO FORM:

_____ Dated: _____

Carlos Campos
PRINTED NAME

City Attorney

ATTEST:

_____ Dated: _____

Angela Zepeda
PRINTED NAME

City Clerk

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By _____ Dated: _____

Synthia M. Gunzel

Chief Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

KEVIN JEFFRIES
PRINTED NAME

Chairman, Riverside County Board of Supervisors

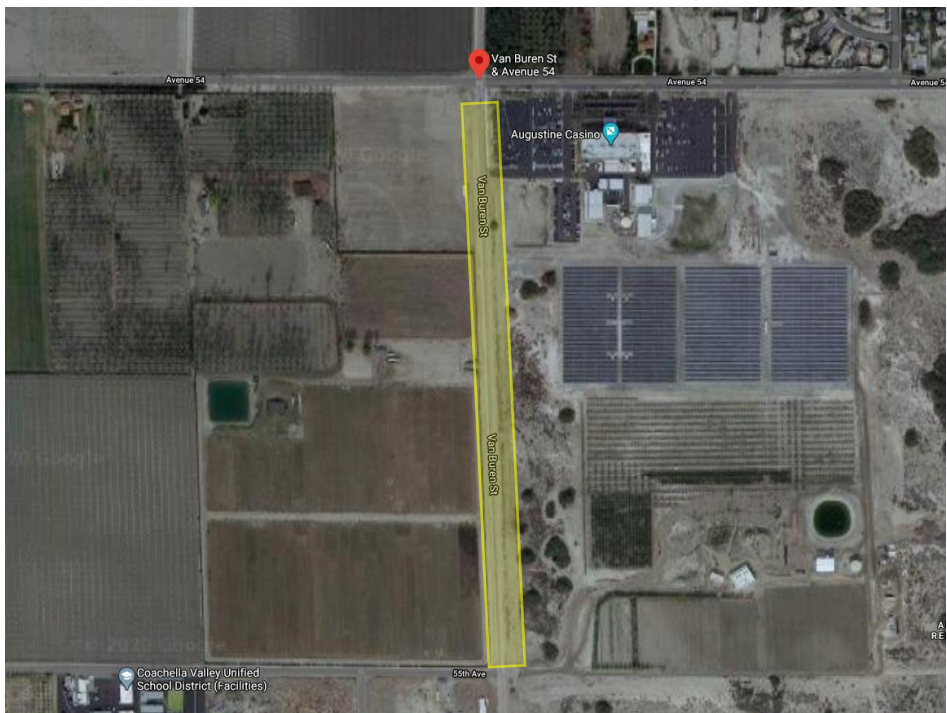
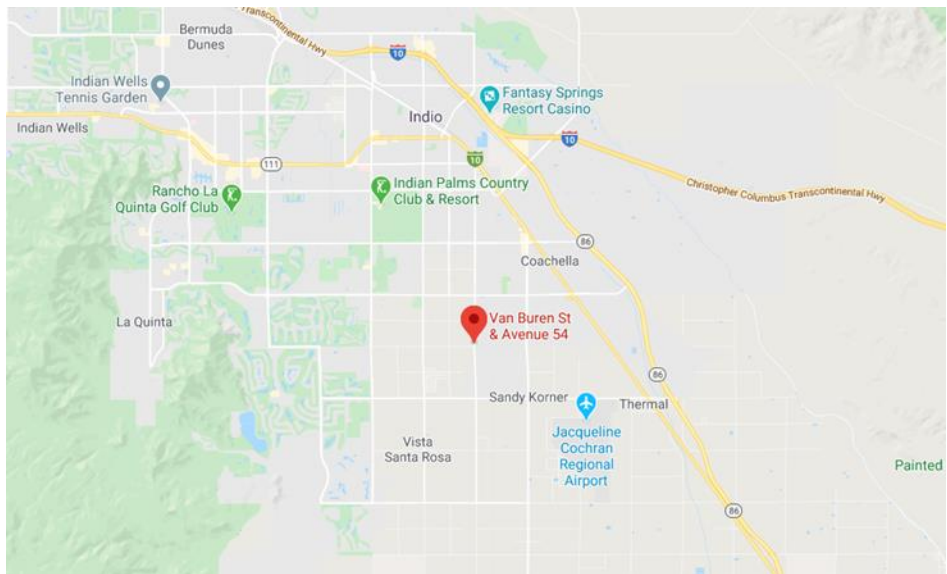
ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

EXHIBIT A
VICINITY/PROJECT MAP



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EXHIBIT B
COUNTY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction (asphalt grinding & repaving)	\$ 80,000.00
Construction contingency	\$ 15,000.00
Construction engineering & inspection (15%)	\$12,000.00
TOTAL COST	\$ 107,000.00

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