

Dillon Road Paving Project

SERVICE AGREEMENT BY AND BETWEEN
TWENTY-NINE PALMS OF MISSION INDIANS

AND

CITY OF COACHELLA

FOR

DILLON ROAD PAVING PROJECT

This Agreement is entered into this _____ day of _____, 2024, by and between the Twenty-Nine Palms of Mission Indians (hereinafter "Tribe") and the City of Coachella, a municipal corporation, (hereinafter "CITY"), to repair asphalt and concrete facilities on Dillon Road between Vista Del Sur and Avenue 44, (hereinafter "PROJECT"). TRIBE and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

- A. WHEREAS, the PARTIES have determined that there is significant need to repair Dillon Road, as shown in the attached Plans (Exhibit 1) in order to coordinate multiple projects within the Dillon Corridor into an effort that results in a complete improved street section. The PROJECT will remove and replace and/or grind and overlay portions of Dillon Road and Vista Del Norte north of Vista Del Sur and South of Avenue 44, replace Concrete Cross Gutters and Concrete ADA Ramps at Select intersections, and replace Concrete Curbs per the approved plans in Exhibit 1.
- B. WHEREAS, the PROJECT is within the jurisdictional boundaries of the CITY; and
- C. WHEREAS, California Government Code Section 6502 provides that "[if] authorized by their legislative or governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties".
- D. WHEREAS, CITY and TRIBE desire to work together to design and construct the PROJECT; and
- E. WHEREAS, TRIBE will provide the administrative, technical, managerial, and support services reasonably necessary for the implementation of the PROJECT; and
- F. WHEREAS, TRIBE and CITY desire to define the terms and conditions under which said PROJECT is to be

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administered, engineered, coordinated, and constructed.

AGREEMENT

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

SECTION 1 • TRIBE AGREES to:

1. Act as the lead agency for itself and on behalf of the CITY for the overall development and implementation of the PROJECT.
2. Prepare, or cause to be prepared, detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to CITY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
3. Make, or have its contractor make, written application to CITY for a NO FEE encroachment permit authorizing entry by the Tribe and its agents, consultants and contractors into CITY's right of way for the purposes of constructing the PROJECT.
4. Advertise, award and administer a public works contract for the construction of the PROJECT in accordance with TRIBE statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the TRIBAL agency public construction codes, California Labor Code, and California Public Contract Code.
5. Furnish qualified support staff to assist the Tribe's contractor 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 reasonably necessary to assure that the construction is performed in accordance with the PS&E documents.
6. Construct the PROJECT in accordance with approved PS&E documents.
7. Furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within six (6) months following the completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans will be made available if CITY

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desires. If electronic copies are provided, they will be provided on CD-R media.

8. Furnish CITY a final reconciliation of PROJECT expenses within ninety (90) days following the substantial completion in accordance with the construction contract and acceptance of the PROJECT, which acceptance shall not be unreasonably withheld, conditioned, or delayed by the CITY. If final costs associated with the PROJECT are in excess of the CITY'S LOCAL SHARE provided in Section 2, TRIBE shall include a final bill to the CITY with the financial reconciliation.

SECTION 2 • CITY AGREES to:

1. Fund ONE HUNDRED percent (100%) of the total cost of the PROJECT ("CITY'S SHARE") as detailed in "Exhibit B", including the costs and expenses of preparing the PS&E documents. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement as payable by the City as part of the CITY's SHARE.
2. Deposit with TRIBE, upon execution of this Agreement, FIFTY PERCENT (50%) of the project estimate as detailed in Exhibit B (the "Deposit") to be counted towards CITY'S SHARE.
3. Pay TRIBE ONE HUNDRED PERCENT (100%) of remaining balance of CITY'S SHARE, within 90 days after substantial completion of PROJECT.
4. Provide at no cost to TRIBE, a representative to coordinate with the TRIBE's Project Manager during the development and the construction of PROJECT, and to verify facilities are constructed as required by this Agreement.
5. Pay TRIBE for any final costs associated with the PROJECT that are excess of the CITY'S SHARE as determined pursuant to Section 1, Subsection 8, above.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. TRIBE shall not be obligated to commence services under this Agreement until after receipt of CITY's Deposit as required in Section 2, Subsection 2, above.
2. Construction by TRIBE of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to TRIBE's contractor authorizing such work has been issued by CITY.

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2 3. TRIBE shall cause TRIBE's contractor to maintain in force, until completion and acceptance of the
3 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily
4 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum combined single limit
5 coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
6 Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as
7 additionally insured. TRIBE shall also require TRIBE's contractor to maintain Worker's Compensation
8 Insurance. TRIBE shall cause TRIBE's contractor to provide Certificates of Insurance and Additional
9 Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
- 10 4. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
11 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
12 will be necessary to transfer ownership.
- 13 5. CITY shall be responsible for the maintenance of the improvements comprising the PROJECT that are
14 located within that CITY'S jurisdiction.
- 15 6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
16 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each
17 PARTY hereto.
- 18 7. Neither TRIBE nor any officer or employee thereof shall be responsible for any damage or liability occurring
19 by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction
20 delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section
21 895.4, CITY shall fully indemnify and hold TRIBE harmless from any liability imposed for injury (as defined
22 by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in
23 connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 24 8. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring
25 by reason of any act or omission of TRIBE under or in connection with any work, authority or jurisdiction
26 delegated to TRIBE under this Agreement. It is further agreed that pursuant to Government Code Section
27 895.4, TRIBE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined
28 by Government Code Section 810.8) occurring by reason of any act or omission of TRIBE under or in
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2 connection with any work, authority or jurisdiction delegated to TRIBE under this Agreement.
- 3 9. In the event CITY defaults in the performance of any of its obligations under this Agreement or materially
4 breaches any of the provisions of this Agreement, the TRIBE shall have the option to terminate this
5 Agreement upon ninety (90) days written notice to the CITY, without limiting any other rights or remedies
6 which the TRIBE may have under applicable laws as a result of such default by the CITY.
- 7 10. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
8 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the
9 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any
10 way.
- 11 11. This Agreement is to be construed in accordance with the laws of the State of California.
- 12 12. Neither the CITY nor TRIBE shall assign this Agreement without the written consent of the other PARTY.
- 13 13. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or
14 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of
15 Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change
16 of venue in such proceedings to any other county. If either party institutes an action or proceeding to
17 enforce or interpret the terms or conditions of this Agreement, or arising out of any breach of this Agreement,
18 the prevailing party in such action shall be entitled to recover from the other party all reasonable costs and
19 expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition
20 to any other relief awarded by the court.
- 21 14. This Agreement is the result of negotiations between the PARTIES hereto, with the advice and assistance
22 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY
23 or TRIBE shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall
24 not be construed against the PARTY that prepared it in its final form.
- 25 15. Any waiver by TRIBE or CITY of any breach by any other PARTY of any provision of this Agreement (a)
26 must be in writing and signed by the party charged with such waiver; and (b) shall not be construed to be a
27 waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of
28 TRIBE or CITY to require from any other PARTY exact, full and complete compliance with any of the
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2 provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or
3 stopping TRIBE or CITY from enforcing this Agreement.

4 16. This Agreement and Exhibits 1 and 2 herein contain the entire agreement between the PARTIES with
5 respect to the subject matter of this Agreement and are intended by the PARTIES to completely state the
6 agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties
7 of any PARTY in relation thereto, not expressly set forth in this Agreement, is null and void.

8 17. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
9 parties not a party to this Agreement or affect the legal liability of any PARTY to the Agreement by imposing
10 any standard of care with respect to the maintenance of roads different from the standard of care imposed
11 by law.

12 18. CITY and TRIBE shall retain or cause to be retained for audit, all records and accounts relating to PROJECT
13 for a minimum period of three (3) years from the date of recordation of a Notice of Completion of the
14 PROJECT.

15 19. This Agreement may be executed in any number of counterparts, each of which will be an original, but all
16 of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of
17 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
18 Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this
19 Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this
20 Agreement are intended to authenticate this writing and to have the same force and effect as manual
21 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically
22 associated with an electronic record and executed or adopted by a person with the intent to sign the
23 electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
24 electronic signature for transactions and contracts among parties in California, including a government
25 agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using
26 it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon
27 by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as
28 defined in subdivision (i) of Section 1633.2 of the Civil Code.
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20. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

All notices to the TRIBE shall be sent to:

Twenty-Nine Palms of Mission Indians

Attn: George Nichols

Chief Administrative Officer

46200 Harrison Place,

Coachella, CA 92236

Fax: (760) 863-2449

-With a copy to:

Twenty-Nine Palms Band of Mission Indians

Attention: Anthony Madrigal, SVP Operations

46-200 Harrison Place, Coachella, CA 92236

Fax: 760-863-2449

All notices to the City shall be sent to:

City of Coachella

Attn: Andrew Simmons

City Engineer

53990 Enterprise Way

Coachella, CA. 92236

Fax: (760) 863-2449

Phone: (760) 398 - 5744

[Signatures appear on next Page.]

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APPROVALS

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TRIBE Approvals

RECOMMENDED FOR APPROVAL:

Twenty-Nine Palms Band of Mission Indians

By _____

Title: _____

CITY Approvals

APPROVED BY:

By _____

DR. GABRIEL MARTIN

City Manager

APPROVED AS TO FORM:

By _____

CARLOS CAMPOS

City Attorney

ATTEST:

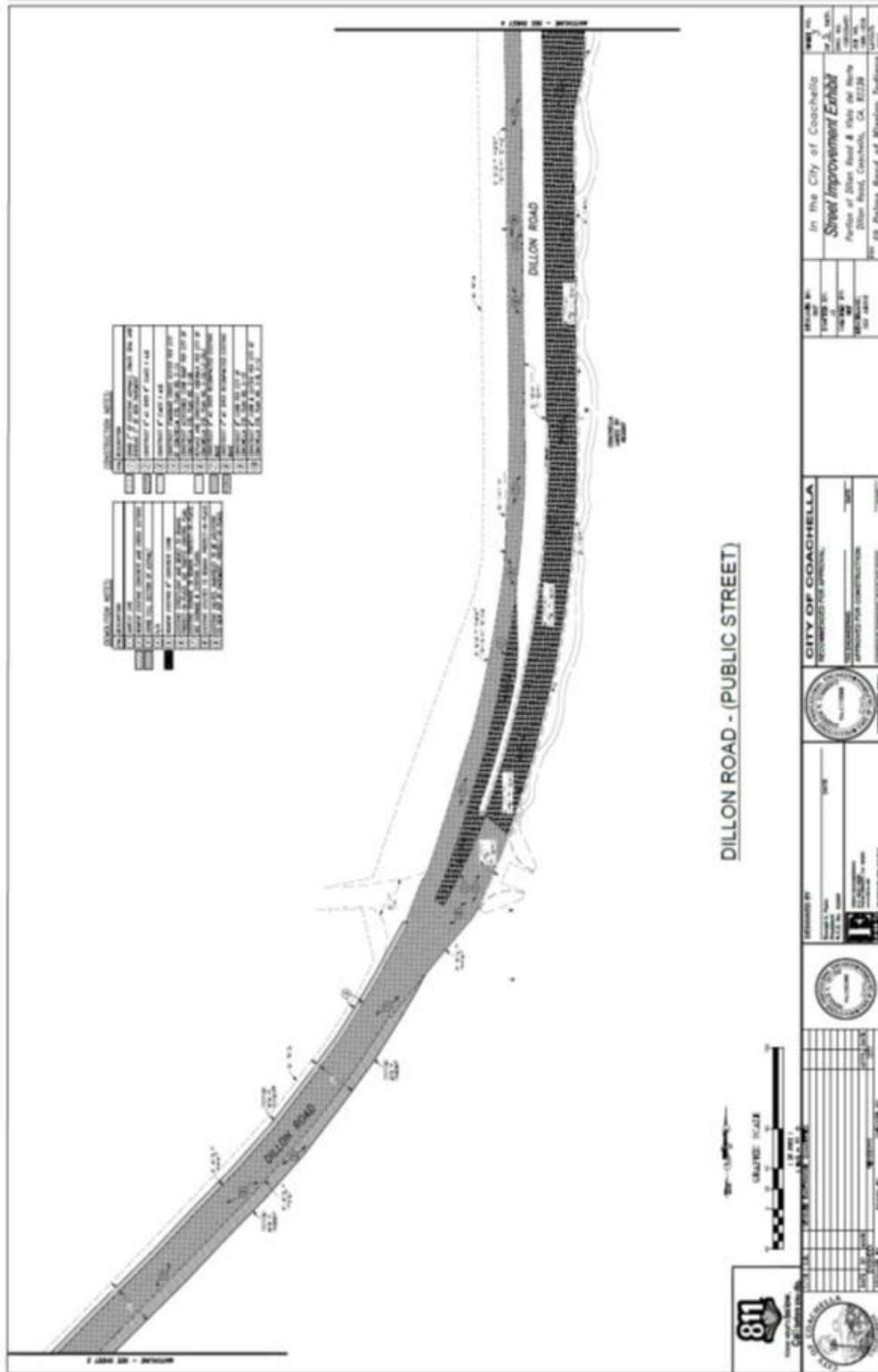
By _____

DELIA GRANADOS

City Clerk

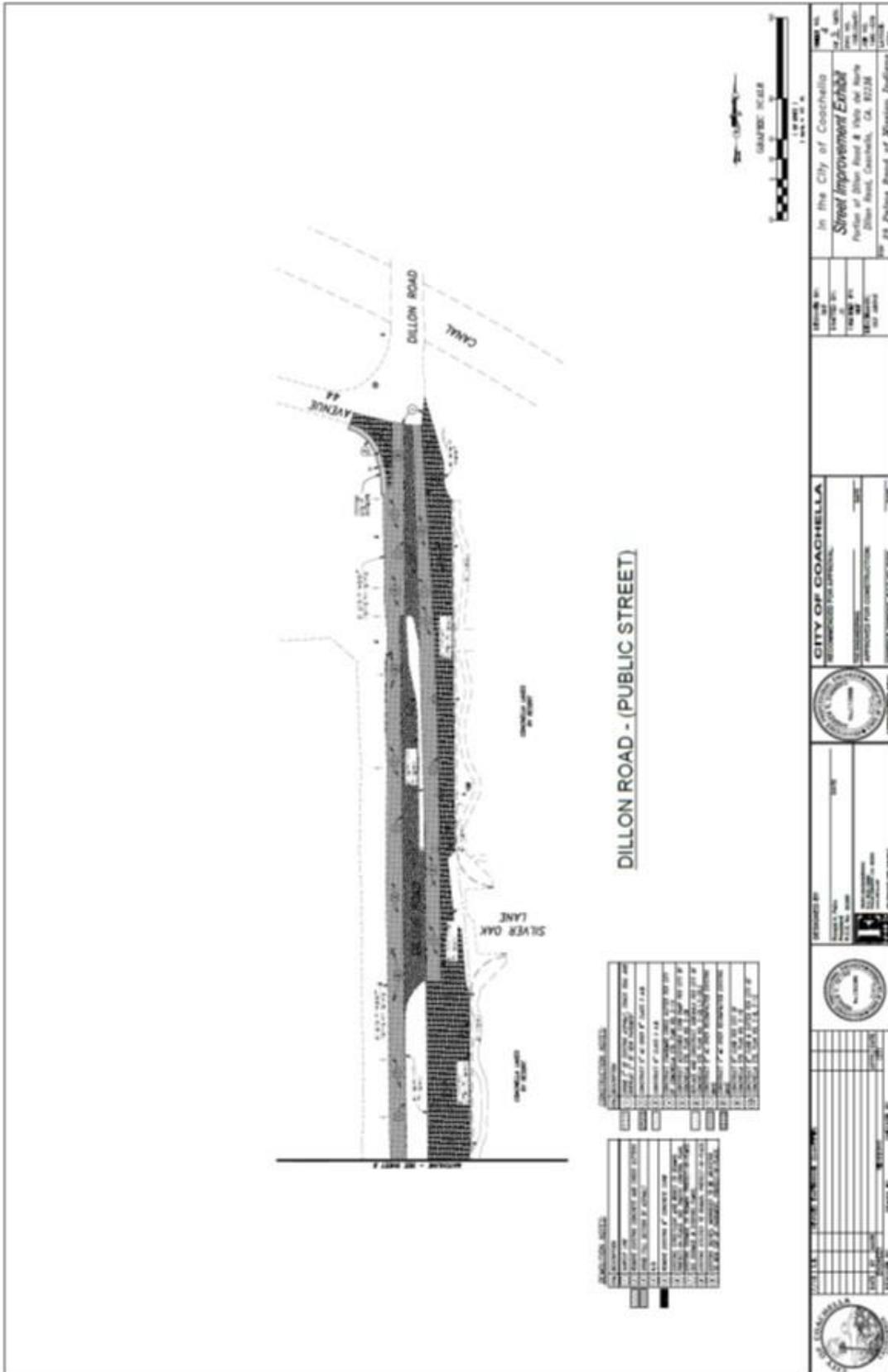
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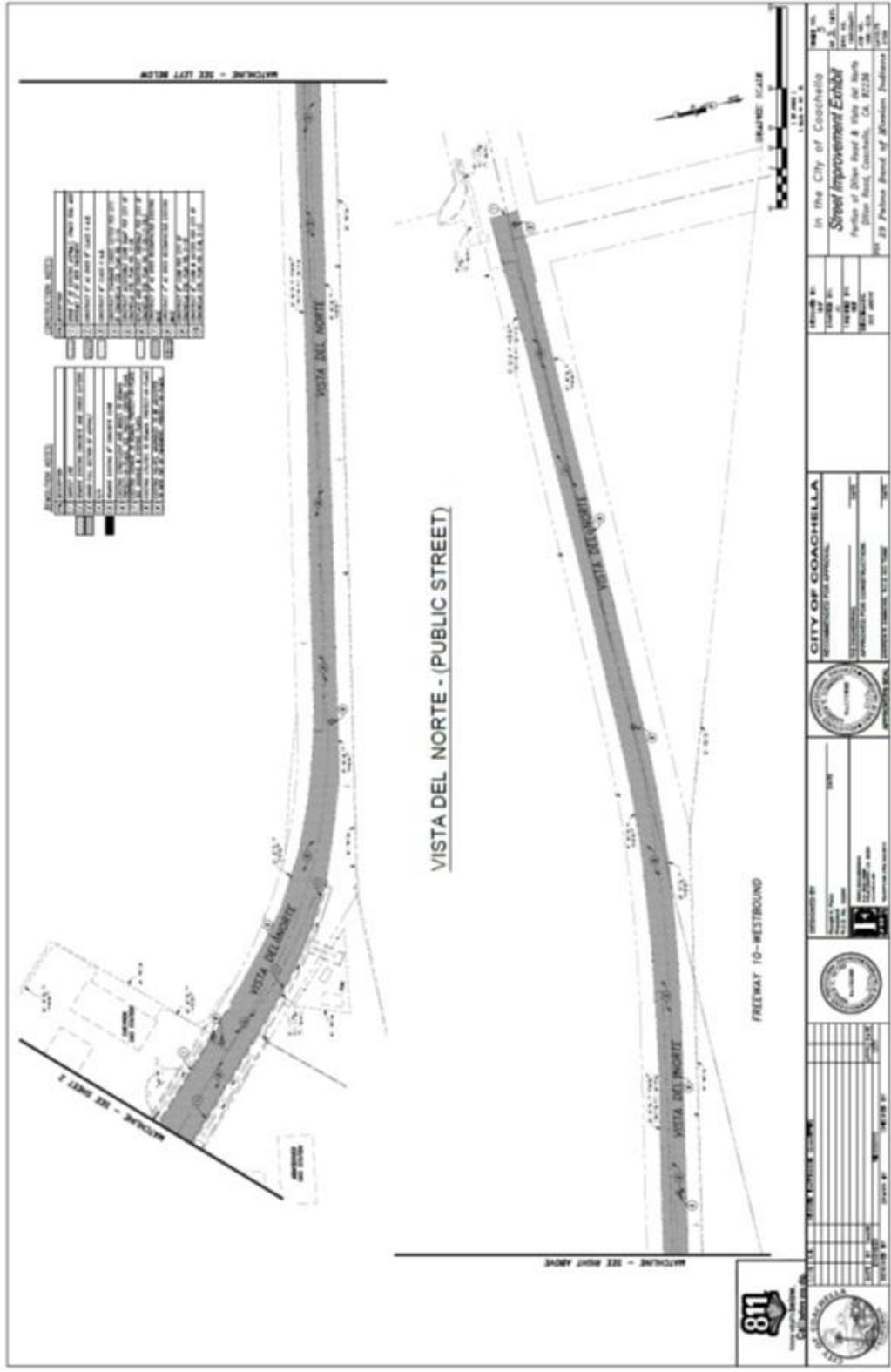
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Exhibit 2

Project Estimate



To: City Of Coachella	Contact: Andrew Simmons
Address: 53990 Enterprise Way Coachella, CA 92236	Phone: (760) 398-3502
	Fax:
Project Name: Dillon Road & Vista Del Norte - Road Repair - Prevailing Wage	Bid Number:
Project Location: Dillon Road & Vista Del Norte, Coachella, CA	Bid Date: 1/22/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Bid						
1		Remove 5' Wide, Up To 6" Dirt Removal For Shoulder On The West Side	177.00	CY	\$167.1500	\$29,585.55
2		5' Wide, 6" CL II For Shoulder On West Side	9,530.00	SF	\$2.6400	\$25,159.20
3		Sawcut, Remove And Haul Off (40 LF) Curb, (1615 SF) Cross Gutter, (1550 SF) Curb Returns, 15" Curb	1.00	LS	\$31,445.0000	\$31,445.00
4		8" Cross Gutter And Spandrel Over Existing Base	40.00	LF	\$151.0000	\$6,040.00
5		Curb Ramps Over 6" CL II Per Detail S-25.2 And Ramp Per S-26	1,615.00	SF	\$26.7500	\$43,201.25
6		12" Wide 8" Deep Lift Slot Patch	1,550.00	SF	\$35.2500	\$54,637.50
7		Remove And Haul Off Up To 14" Of Dirt To Extend Road To 40' Wide	180.00	SF	\$71.5000	\$12,870.00
8		3" AC Over 9" CL II	29,763.00	SF	\$4.0000	\$119,052.00
9		* 3/4" B-PG 70-10 Base Pave	29,763.00	SF	\$5.2800	\$157,148.64
10		Grind Up To 5" Of Existing Asphalt - Dillon Road	130,520.00	SF	\$1.2300	\$160,539.60
11		Fine Grade And Recompact Existing Base - Dillon Road	130,520.00	SF	\$0.3838	\$50,093.58
12		3" AC Over Recompacted Base - Dillon Road	130,520.00	SF	\$2.1500	\$280,618.00
13		Grind Up To 2" Of Existing Asphalt - Dillon Road	69,910.00	SF	\$0.5700	\$39,848.70
14		Cap Pave Up To 2" Asphalt - Dillon Road	230,193.00	SF	\$1.7100	\$393,630.03
15		6" AC Berm Per Detail S-11	70.00	LF	\$121.2500	\$8,487.50
16		Striping - (1,225 LF) 4" Lane Line, (950 LF) Double Yellow, (650 LF) 8" Solid Line Detail 38, (1780 LF) 4" Yellow Skip Center Line, (1,000 LF) 4" Solid Detail 27B, (10 Ea.) Type Iv Arrows - Thermoplastic, (3 Ea.) Lane Drop Arrows - Thermoplastic	1.00	LS	\$45,500.0000	\$45,500.00
17		Concrete Washout Bin	1.00	LS	\$1,000.0000	\$1,000.00
18		Street Sweeping	1.00	LS	\$33,750.0000	\$33,750.00
19		Trench Plates - To Protect Cross Gutter	1.00	LS	\$2,215.0000	\$2,215.00
20		Traffic Control	1.00	LS	\$96,000.0000	\$96,000.00
Total Price for above Base Bid Items:						\$1,590,821.55

Engineering/ Construction Services						
1		Construction Staking * Stake Centerline Of Dillon Road On 50'	1.00	LS	\$42,000.0000	\$42,000.00
2		Stations (for Sawcut) Furnish & Provide Engineered Traffic Control Plans	1.00	LS	\$18,630.0000	\$18,630.00
Total Price for above Engineering/ Construction Services Items:						\$60,630.00

Total Bid Price: \$1,651,451.55

10% Contingency: \$165,145.00

Total project Cost: \$1,816,596.55

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