

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF COACHELLA

FOR

52nd AVENUE AND CALHOUN STREET ROADWAY IMPROVEMENTS

This Service Agreement for the 52nd Avenue and Calhoun Street Roadway Improvements (“Agreement”) is entered into this _____ day of _____, 2021, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Coachella, a municipal corporation, (hereinafter “CITY”) for the Roadway Improvements to 52nd Avenue and Calhoun Street, located within the jurisdictional boundaries of the COUNTY and CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the “PARTY” and collectively as the “PARTIES”.

RECITALS

- A. The COUNTY currently has Roadway Improvement Projects on 52nd Avenue from Monroe Street to Van Buren Street and Calhoun Street from 54th Avenue to 800 feet north of 52nd Avenue, which excludes work outside of the COUNTY’s jurisdiction (COUNTY PROJECT).
 - B. COUNTY and CITY have mutually agreed that 52nd Avenue, a 28 foot to 86 foot variable width two lane facility between Monroe Street and Van Buren Street, and Calhoun Street, a 24 foot to 28 foot variable width two lane facility between 54th Avenue to 800 feet north of 52nd Avenue, is in need of roadway improvements.
 - C. The COUNTY PROJECT coincides with City limits on 52nd Avenue between the centerline of Calhoun Street and Van Buren St, and on Calhoun Street along the easterly side of the Calhoun Street centerline between a point 630’ south of 52nd Avenue to 690’ north of 52nd Avenue, as shown on “Exhibit A” (Vicinity / Project). All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
 - D. The improvements on 52nd Avenue and Calhoun Street will be to resurface the roadway consisting of pulverizing the existing pavement and overlaying with Hot Mix Asphalt. Incidental work will include and not be limited to reconstructing signalized intersections, minor shoulder widening on 52nd Avenue, constructing driveways, reconstructing driveways, placing an asphalt safety edge, placing shoulder backing,
- CITY Service Agreement

1 replacement of signage, and striping the roadway.

2 E. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway
3 improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce
4 overall costs by processing the two separate jurisdictional improvements as one project.

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

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

9 **AGREEMENT**

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

11 **SECTION 1 • COUNTY AGREES:**

12 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the
13 CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on “Exhibit B” and
14 has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECT.

15 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECT and submit to CITY
16 for review and approval at appropriate stages of development. Final plans for improvements shall be
17 prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.
18 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit
19 construction bids until CITY has approved the PS&E documents.

20 3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design
21 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction,
22 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,
23 relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting
24 utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the
25 relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance
26 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior
27 rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility
28 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.

29 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way
CITY Service Agreement

1 for the purposes of constructing CITY PROJECT.

2 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.

3 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in
4 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
5 requirements, laws or regulations, including but not limited to the local agency public construction codes,
6 California Labor Code, and California Public Contract Code.

7 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY
8 PROJECT.

9 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
10 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
11 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
12 inspection and staff services necessary to assure that the construction is performed in accordance with the
13 PS&E documents.

14 9. To construct the CITY PROJECT in accordance with approved PS&E documents.

15 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract
16 bid amount for CITY PROJECT improvements that are located within the jurisdictional boundaries of the
17 CITY to CITY for review and approval prior to final authorization by COUNTY.

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

22 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
23 and acceptance of the construction contract. If final costs associated with the CITY's improvements are in
24 excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial
25 reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in
26 Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

27 **SECTION 2 • CITY AGREES:**

28 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should
29 unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B",
CITY Service Agreement

CITY will in good faith amend this Agreement to include any such costs under this Agreement.

2. To deposit with COUNTY, within 30 days of executing this agreement, two hundred forty three thousand five hundred thirty seven dollars and forty one cents (**\$243,537.41**) (the "Deposit"), as provided in "Exhibit B," with the remaining funds being paid the following Fiscal Year for a grand total of four hundred eighty seven thousand seventy four dollars and eighty two cents (**\$487,074.82**) to be paid by CITY.
3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and construction of the CITY PROJECT.
4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
5. To provide at no cost to the CITY PROJECT, oversight of the CITY PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY PROJECT.
6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including a ten percent (10%) contingency, is estimated to be, four hundred eighty seven thousand seventy four dollars and eighty two cents (**\$487,074.82**) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's Deposit as required in Section 2.
3. If Change Order Proposal from COUNTY contractor for CITY PROJECT indicates a cost overrun of no more than ten percent (10%) of the Engineers Estimate as described in "Exhibit B", COUNTY may proceed with CITY PROJECT.
4. If upon receiving Change Order Proposal, it is found that a cost overrun exceeding ten percent (10%) of the Engineers Estimate is anticipated, COUNTY and CITY shall endeavor to agree upon an alternative CITY Service Agreement

1 course of action. If, after fifteen (15) calendar days from the date of receiving Change Order Proposal, an
2 alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual
3 consent, with CITY paying for incurred costs as set forth in this Agreement. COUNTY shall reimburse CITY
4 within forty five (45) days of termination any portion of Deposit not spent.

5 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not
6 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work
7 has been issued by CITY.

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

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

19 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except
20 as specified in this Agreement or future agreements.

21 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
22 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each
23 PARTY hereto.

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

- 1 11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring
2 by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction
3 delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code
4 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury
5 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY
6 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
- 7 12. In the event that CITY defaults in the performance of any of its obligations under this Agreement or
8 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate
9 this Agreement upon 90 days written notice to CITY.
- 10 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
11 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the
12 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any
13 way.
- 14 14. This Agreement is to be construed in accordance with the laws of the State of California.
- 15 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.
- 16 16. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or
17 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of
18 Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change
19 of venue in such proceedings to any other county.
- 20 17. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance
21 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY
22 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall
23 not be construed against the PARTY that prepared it in its final form.
- 24 18. Any waiver by COUNTY or CITY of any breach by the other PARTY of any provision of this Agreement
25 shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision
26 hereof. Failure on the part of COUNTY or CITY to require from the other PARTY exact, full and complete
27 compliance with any of the provisions of this Agreement shall not be construed as in any manner changing
28 the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
- 29 19. This Agreement and Exhibits A-B herein contain the entire agreement between the PARTIES, and are
CITY Service Agreement

1 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation
2 respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set
3 forth in this Agreement, is null and void.

4 20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
5 parties not a PARTY to this Agreement or affect the legal liability of any PARTY to the Agreement by
6 imposing any standard of care with respect to the maintenance of roads different from the standard of care
7 imposed by law.

8 21. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY
9 PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY
10 PROJECT.

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

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15 COUNTY:

16 Riverside County Transportation Department

17 Attn: Mark Lancaster

18 Director of Transportation

19 4080 Lemon Street, 8th Floor

20 Riverside, CA 92501

21 Phone: (951) 955-6740

CITY:

City of Coachella

Attn: Andrew Simmons

City Engineer

53990 Enterprise Way

Coachella, CA 92236

Phone: (760) 398-5744

APPROVALS

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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

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA R HARPER

Clerk of the Board (SEAL)

CITY Service Agreement

CITY Approvals

APPROVED BY:

_____ Dated: _____

Gabriel Martin

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

CITY Attorney

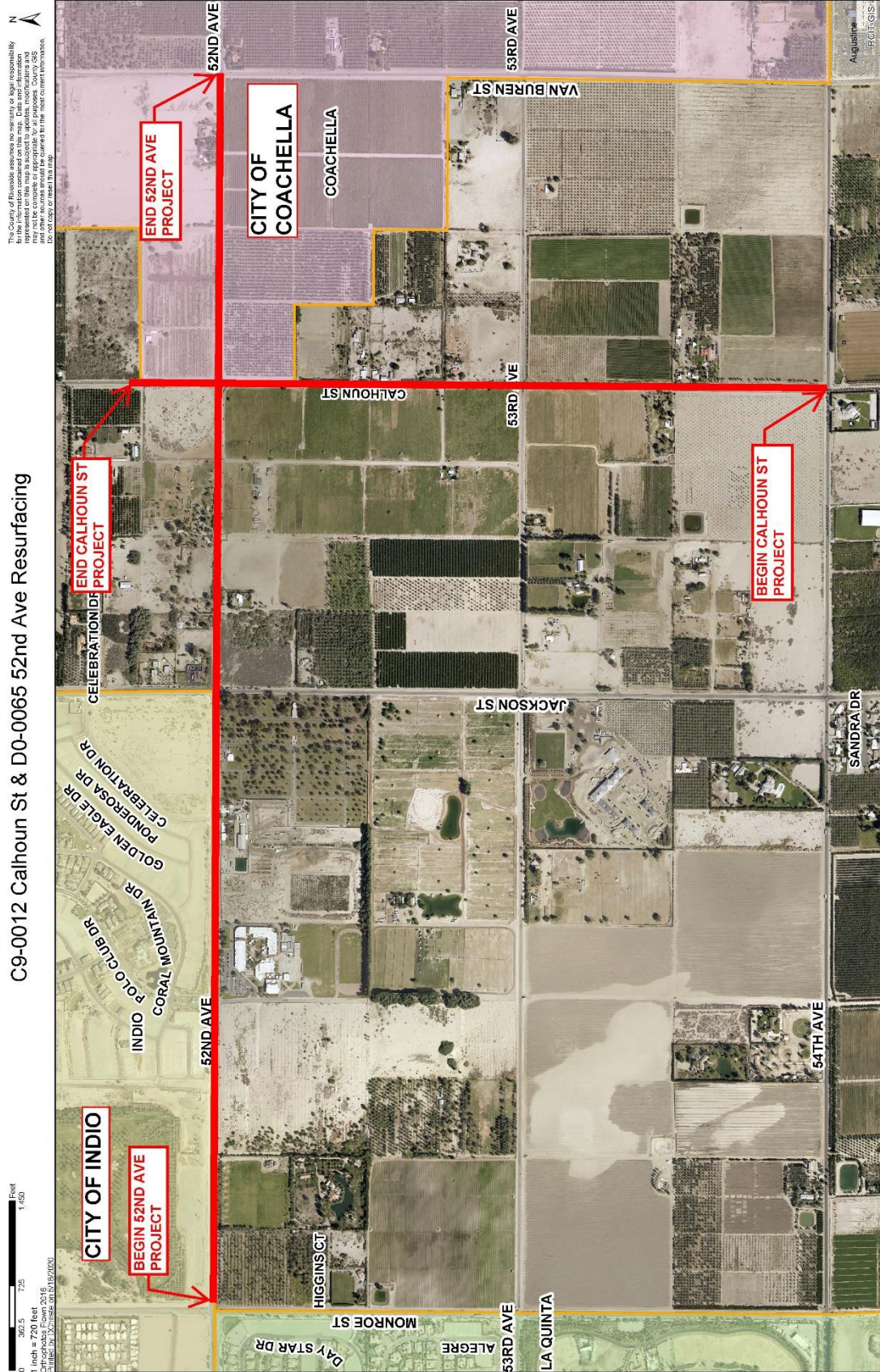
ATTEST:

_____ Dated: _____

PRINTED NAME

EXHIBIT A – VICINITY / PROJECT MAP

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C9-0012 Calhoun St & D0-0065 52nd Ave Resurfacing

D0-0065 52nd Avenue and C9-0012 Calhoun Street Resurfacing

EXHIBIT B – CITY ESTIMATED PROJECT COSTS

TASK	TOTAL (52 nd Avenue)	TOTAL (Calhoun Street)	TOTAL CITY COSTS
Administrative Design Costs	\$31,055.16	\$2,608.85	\$33,664.01
Construction Cost Estimate	\$310,551.56	\$52,177.09	\$362,728.65
Construction contingency (10%)	\$31,055.16	\$5,217.71	\$36,272.87
Construction Engineering & Inspection (15%)	\$46,582.73	\$7,826.56	\$54,409.29
TOTAL PROJECT COST	\$419,244.61	\$67,830.21	\$487,074.82

Initial Deposit: \$243,537.41 (50%) [To be paid within 30 days of Agreement Execution]

Installment 1: \$243,537.41 (50%) [To be paid within 60 days of start of FY 22/23]