

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF COACHELLA

FOR

AIRPORT BOULEVARD BRIDGE REPLACEMENT PROJECT

(ORANGE STREET TO DESERT CACTUS DRIVE)

This Agreement is entered into this _____ day of _____, 20___, by and between the County of Riverside, a political subdivision of the State of California, acting through its Transportation Department, (hereinafter "COUNTY") and the City of Coachella, a municipal corporation, (hereinafter "CITY"), to replace the Airport Boulevard Bridge (Br. No. 56C00xx) over Whitewater River and to construct approach roadways connecting the new bridge between Orange Street and Desert Cactus Drive (hereinafter "PROJECT"). COUNTY 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 replace the existing functionally obsolete and seismically vulnerable Airport Boulevard Bridge (Br. No. 56C0020), over the Whitewater River, with a wider two-lane bridge, as shown in attached Vicinity Map "Exhibit B-1". The PROJECT will reconstruct the connecting approach roadways to meet Caltrans highway standards and seismic design codes. The new bridge will be widened to 71 feet, that includes 6-foot-wide sidewalks on both sides, 8-foot-wide shoulders, 14-foot-wide eastbound and westbound lanes, and a 12-foot-wide striped median/turn lane. The PROJECT will also raise the bridge profile by approximately 2-3 feet to maintain a minimum freeboard from the flood water in the river. The intersection traffic signals will be constructed to be consistent with the Regional Traffic Signal Synchronization Master Plan and incorporate best practices consistent with the Regional ATP Design Guidelines; and

B. WHEREAS, the PROJECT is within the jurisdictional boundaries of both CITY and COUNTY; 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 COUNTY desire to work together to design and construct the PROJECT; and

E. WHEREAS, COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the PROJECT; and

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

AGREEMENT

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

SECTION 1 • COUNTY AGREES to:

1. Act as the lead agency on behalf of the CITY for the overall development and implementation of the PROJECT.
2. Fund twelve and a half percent (12.5%) of the total cost of the PROJECT ("COUNTY'S LOCAL SHARE") as detailed 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 in good faith amend this Agreement to include any such costs under this Agreement. The COUNTY is providing services for the PROJECT on a reimbursable basis and has absolutely no obligation with regard to funding any portion of the CITY'S LOCAL SHARE, as defined in Section 2, Subsection 1, below.
3. 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 COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
4. Identify and locate all utility facilities within the limits of the PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting utilities shall be denoted.

COUNTY shall require the utility owner and/or its contractors 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.

5. Make, or have its contractor make, written application to CITY for an encroachment permit authorizing entry into CITY's right of way for the purposes of constructing the PROJECT.
6. Act as the Lead Agency under the California Environmental Quality Act (CEQA) for the PROJECT.
7. Advertise, award and administer a public works contract for the construction of the 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.
8. Furnish a representative to perform the function of Resident Engineer during construction of the PROJECT.
9. 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.
10. Construct the PROJECT in accordance with approved PS&E documents.
11. 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 desires. If electronic copies are provided, they will be provided on CD-R media.
12. Furnish CITY a final reconciliation of PROJECT expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the PROJECT are in excess of the CITY'S LOCAL SHARE provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the PROJECT are less than the CITY'S LOCAL

1 SHARE provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial
2 reconciliation.

3 **SECTION 2 • CITY AGREES to:**

- 4 1. Fund twelve and a half percent (12.5%) of the total cost of the PROJECT (“CITY’S LOCAL SHARE”) as
5 detailed in “Exhibit B”. CITY agrees that should unforeseen circumstances arise which result in an increase
6 of any costs over those shown in “Exhibit B”, CITY will in good faith amend this Agreement to include any
7 such costs under this Agreement. CITY has absolutely no obligation with regard to funding any portion of
8 the COUNTY’S LOCAL SHARE, as defined in Section 1, Subsection 2, above.
- 9 2. Deposit with COUNTY, upon execution of this Agreement, Fifty Thousand Dollars (**\$50,000**) (the “Deposit”)
10 to be counted towards CITY’S LOCAL SHARE.
- 11 3. Pay COUNTY twenty percent (20%) of CITY’S LOCAL SHARE, one hundred fifty-five thousand dollars
12 (\$155,000), upon completion of the PS&E phase of the PROJECT
- 13 4. Pay remaining balance of CITY’S LOCAL SHARE, six hundred twenty thousand dollars (\$620,000), upon
14 the commencement of the construction of the PROJECT, divided over three fiscal years, with each fiscal
15 year payment being (\$206,667).
- 16 5. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY’s
17 contractor, an encroachment permit authorizing entry onto CITY’s right-of-way to perform all surveys and
18 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and
19 construction of the PROJECT.
- 20 6. Provide at no cost to COUNTY, a representative to coordinate with the COUNTY’s Project Manager during
21 the development and the construction of PROJECT, and to verify facilities are constructed as required by
22 this Agreement.
- 23 7. Pay COUNTY for any final costs associated with the PROJECT that are excess of the CITY’S LOCAL
24 SHARE as determined pursuant to Section 1, Subsection 12, above.

25 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 26 1. If upon opening of bids for construction of the PROJECT the bids indicate a cost overrun of no more than
27 ten percent (10%) of the construction cost estimate will occur, as described in Exhibit “B”, COUNTY may
28

1 award the contract.

- 2
- 3 2. If upon opening of bids it is found that a cost overrun exceeding ten percent (10%) of the construction cost
- 4 estimate will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If,
- 5 after fourteen (14) calendar days from the date of bid opening, an alternative course of action is not agreed
- 6 upon, this Agreement shall be deemed to be terminated by mutual consent. COUNTY shall reimburse CITY
- 7 with any unspent portion of the Deposit within forty-five (45) days of termination.
- 8
- 9 3. The total cost to complete PA&ED, PS&E documents, construction, Utility Relocation, Right-of-way
- 10 acquisition, construction management, construction survey, inspection, material testing and construction
- 11 support for PROJECT, including mobilization and a ten percent (25%) contingency, is estimated to be,
- 12 twenty-four million six hundred ten thousand six hundred sixty-five dollar as detailed in "Exhibit A-1". This
- 13 estimated cost of the PROJECT will be funded, using Highway Bridge Program (HBP) funds, CVAG funds
- 14 (as detailed in CVAG Contract No. CVAG-23-013), CITY's LOCAL SHARE and County's LOCAL SHARE
- 15 as detailed in "Exhibit A-1".
- 16
- 17 4. COUNTY shall not be obligated to commence services under this Agreement until after receipt of CITY's
- 18 Deposit as required in Section 2, Subsection 2, above.
- 19
- 20 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not
- 21 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work
- 22 has been issued by CITY.
- 23
- 24 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
- 25 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily
- 26 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
- 27 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to
- 28 each policy shall be required which name CITY, its officers, agents and employees, as additionally insured.
- 29 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.
- COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will

1 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
2 will be necessary to transfer ownership.

3 8. Each PARTY shall be responsible for the maintenance of the improvements provided by PROJECT that
4 are located within that PARTY'S jurisdiction except as specified in this Agreement or future agreements.

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

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

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

20 12. In the event CITY defaults in the performance of any of its obligations under this Agreement or materially
21 breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this
22 Agreement upon ninety (90) days written notice to the CITY.

23 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
24 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the
25 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any
26 way.

27 14. This Agreement is to be construed in accordance with the laws of the State of California.
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1 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.

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

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

10 18. Any waiver by COUNTY or CITY of any breach by any other PARTY of any provision of this Agreement
11 shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision
12 hereof. Failure on the part of COUNTY or CITY to require from any other PARTY exact, full and complete
13 compliance with any of the provisions of this Agreement shall not be construed as in any manner changing
14 the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

15 19. This Agreement and Exhibits A and B herein contain the entire agreement between the PARTIES, and are
16 intended by the PARTIES to completely state the agreement in full. Any agreement or representation
17 respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set
18 forth in this Agreement, is null and void.

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

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

25 22. This Agreement may be executed in any number of counterparts, each of which will be an original, but all
26 of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of
27 electronic signatures, such as digital signatures that meet the requirements of the California Uniform
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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.

23. 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:

COUNTY:	CITY:
Riverside County Transportation Department	City of Coachella
Attn: Mark Lancaster	Attn: Andrew Simmons
Director of Transportation	City Engineer
4080 Lemon Street, 8th Floor	53990 Enterprise Way
Riverside, CA 92501	Coachella, CA. 92236
Phone: (951) 955-6740	Phone: (760) 398 - 5744

[Signature Page Follows]

APPROVALS

COUNTY Approvals

CITY Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

By _____

By _____

MARK LANCASTER

DR. GABRIEL MARTIN

Director of Transportation

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

By _____

By _____

DANIELLE MALAND

CARLOS CAMPOS

Deputy County Counsel

City Attorney

APPROVAL BY THE BOARD OF SUPERVISORS

By _____

ATTEST:

Chair, Riverside County Board of Supervisors

By _____

ATTEST:

DELIA GRANADOS

By _____

City Clerk

KIMBERLY A. RECTOR

Clerk of the Board (SEAL)