

Center Street and Stephens Avenue Roadway Improvements
SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF RIVERSIDE

FOR

CENTER STREET AND STEPHENS AVENUE ROADWAY IMPROVEMENTS

This Service Agreement for the Center Street and Stephens Avenue Roadway Improvements ("Agreement") is entered into this _____ day of _____, 2022, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and the City of Riverside, a municipal corporation, (hereinafter "CITY") for the Roadway Improvements to Center Street and Stephens Avenue, 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. The COUNTY currently has Roadway Improvements on Center Street and Stephens Avenue. Center Street improvements are from the COUNTY/CITY limit approximately 150 feet westerly of Versailles Place to the westerly side of the bridge for the I-215 Freeway approximately 385 feet easterly of Stephens Avenue; Stephens Avenue improvements are from Center Street to West La Cadena Drive. These Roadway Improvements exclude work outside of the COUNTY's jurisdiction ("COUNTY PROJECT").
- B. COUNTY and CITY have mutually agreed that Center Street, a 23 to 64 foot variable width two lane facility from the COUNTY/CITY limit approximately 150 feet westerly of Versailles Place to the westerly side of the bridge for the I-215 Freeway approximately 385 feet easterly of Stephens Avenue, is in need of Roadway Improvements.
- C. The CITY limit on Center Street is along the centerline of Center Street starting from COUNTY/CITY limit approximately 150 feet westerly of Versailles Place for approximately 622 linear feet to approximately 180 feet westerly of Claire Street as shown on "Exhibit A" (Center Street and Stephens Avenue Vicinity / Project Map). All improvements being proposed within CITY limits shall be referred to as "CITY PROJECT."
- D. The Roadway Improvements on Center Street, from the COUNTY/CITY limit approximately 150 feet westerly of Versailles Place to the westerly side of the bridge for the I-215 Freeway approximately 385 feet

1 easterly of Stephens Avenue, and on Stephens Avenue from Center Street to West La Cadena Drive, will
2 consist of removing the existing pavement followed by constructing a new pavement section with Hot Mix
3 Asphalt. Incidental work will include and not be limited to, a safety edge, utility adjustments, construction of
4 asphalt concrete driveway, reconstruction of asphalt concrete dike, reconstruction of concrete curb ramp,
5 reconstruction of concrete cross gutter, reconstruction of concrete spandrel, reconstruction of sidewalk,
6 reconstruction of guard rail, modification of traffic signal, replacement of signage, and striping the roadway.

7 E. COUNTY and CITY desire to have one agency take the lead role in the implementation of the Roadway
8 Improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce
9 overall costs by processing the two separate jurisdictional improvements as one project.

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

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

14 **AGREEMENT**

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

17 **SECTION 1 • COUNTY AGREES:**

- 18 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the
19 CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit B" and
20 has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECT.
- 21 2. To prepare, or cause to be prepared, detailed Plans, Specifications, and Estimate (PS&E) documents for
22 CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final
23 plans for improvements shall be prepared to COUNTY standards, and signed by a Civil Engineer registered
24 in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
25 COUNTY shall not solicit construction bids until CITY has approved the PS&E documents.
- 26 3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design
27 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction,
28 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,
29 relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting
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1 utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the
2 relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance
3 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior
4 rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility
5 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.

- 6 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way
7 for the purposes of constructing CITY PROJECT.
- 8 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
- 9 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in
10 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
11 requirements, laws or regulations, including but not limited to the local agency public construction codes,
12 California Labor Code, and California Public Contract Code.
- 13 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY
14 PROJECT.
- 15 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
16 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
17 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
18 inspection and staff services necessary to assure that the construction is performed in accordance with the
19 PS&E documents.
- 20 9. To construct the CITY PROJECT in accordance with approved PS&E documents.
- 21 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract
22 bid amount for CITY PROJECT improvements that are located within the jurisdictional boundaries of the
23 CITY to CITY for review and approval prior to final authorization by COUNTY.
- 24 11. To furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract
25 records, including survey documents, within three hundred and sixty-five (365) days following the
26 completion and acceptance of the construction contract. Electronic copies of completed plans will be made
27 available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.
- 28 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
29

and acceptance of the construction contract. If final costs associated with the CITY PROJECT are in excess
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of the Deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. 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.
2. To deposit with COUNTY, within 30 days of executing this Agreement, seventy-six thousand and fifty dollars (\$76,050.00) (the "Deposit"), as provided in "Exhibit B", for a grand total of seventy-six thousand and fifty dollars (\$76,050.00) to be paid by CITY.
3. To 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. To 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 costs 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, seventy-six thousand and fifty dollars (\$76,050.00) 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 upon opening of bids for construction of the CITY PROJECT, the bids indicate a cost overrun of no more County of Riverside and City of Riverside Service Agreement

than ten percent (10%) of the Construction Cost Estimate as described in "Exhibit B", COUNTY may award the contract.

4. If upon opening of bids for construction of the CITY PROJECT, it is found that a cost overrun exceeding ten percent (10%) of the Construction Cost Estimate, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent, with CITY paying for incurred costs as set forth in this Agreement. COUNTY shall reimburse CITY within forty five (45) days of termination any portion of Deposit not spent.
5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name CITY, its officers, agents and employees, as additionally insured. 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 be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except as specified in this Agreement or future agreements.
9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
10. 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 County of Riverside and City of Riverside Service Agreement

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.

11. 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.

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

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

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

15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.

16. Any action at law or in equity brought by any of the PARTIES hereto 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.

17. 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 CITY or 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.

18. Any waiver by COUNTY or CITY of any breach by the other PARTY of any provision of this Agreement

shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision
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hereof. 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 in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

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

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

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

22. 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:

Riverside County Transportation Department

Attn: Mark Lancaster

Director of Transportation

4080 Lemon Street, 8th Floor

Riverside, CA 92501

Phone: (951) 955-6740

CITY:

City of Riverside

Attn: Gilbert Hernandez

City Engineer

3900 Main Street

Riverside, CA 92522

Phone: (951) 826-5311

APPROVALS

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

Chair, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA R. HARPER

Clerk of the Board (SEAL)
County of Riverside and City of Riverside Service Agreement

CITY Approvals

APPROVED BY:


_____ Dated: _____

Al Zelinka

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

 Dated: 4/6/22

Ruthann M. Salera

PRINTED NAME


Deputy CITY Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

Certified as to Availability of Funds:

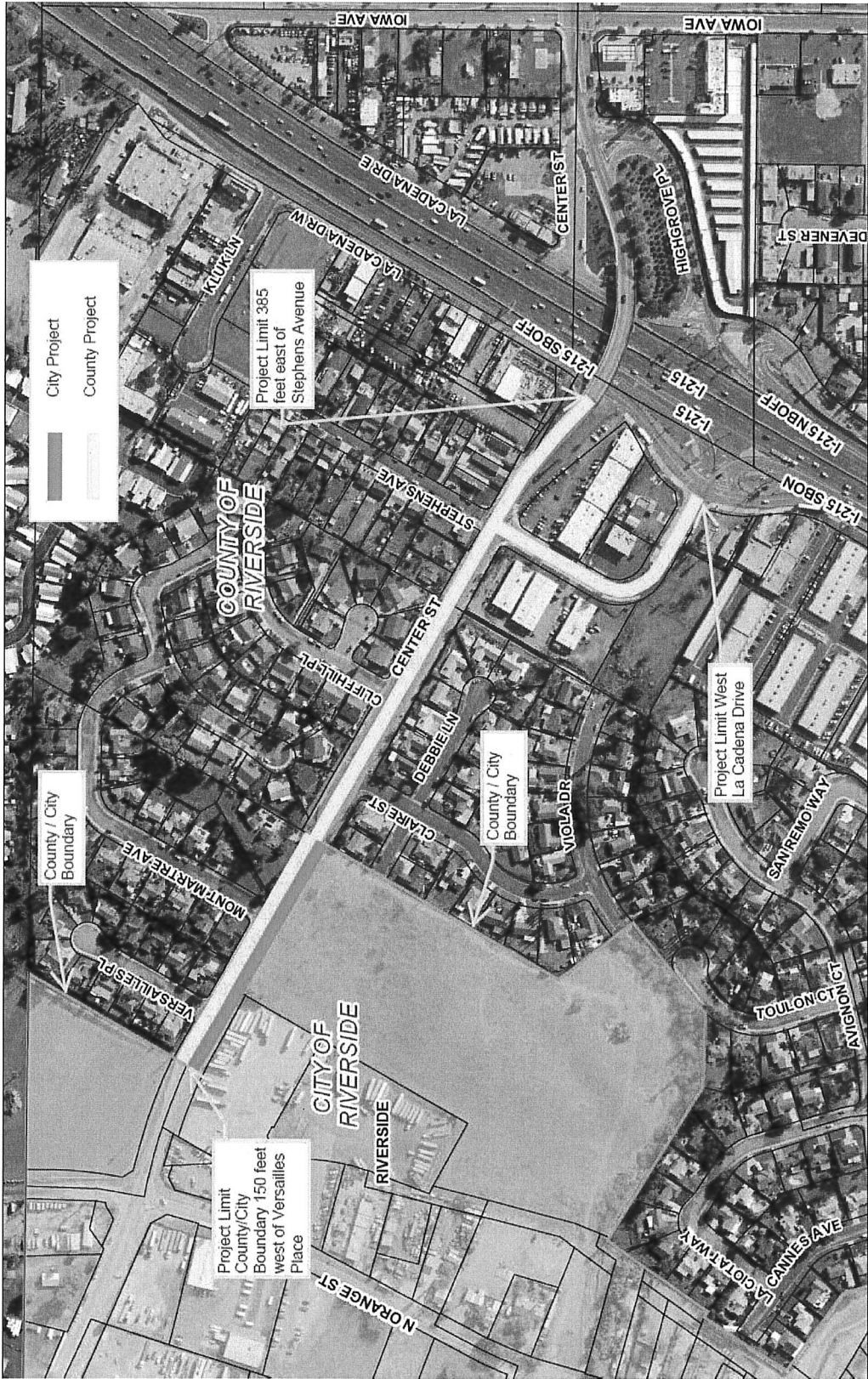
 Dated: 3/24/22

Edward Enríquez

PRINTED NAME

Chief Financial Officer

EXHIBIT A – CENTER STREET AND STEPHENS AVENUE VICINITY / PROJECT MAP



Center Street and Stephens Avenue Resurfacing
C1-0505

Center Street and Stephens Avenue Roadway Improvements
EXHIBIT B – ESTIMATED CITY PROJECT COSTS

TASK	TOTAL CITY COSTS
Construction Cost Estimate	\$58,500.00
Construction contingency (10%)	\$5,850.00
Construction Engineering & Inspection (15%)	\$8,775.00
Environmental, Design, and Administration (5%)	\$2,925.00
TOTAL PROJECT COST	\$76,050.00

City of Riverside will pay full amount in 1 fiscal year
Year 1 (FY 21/22): \$76,050.00 (Deposit)