

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

330A



FORM APPROVED COUNTY COUNSEL
BY: *M. S. Victor*
MARSHAL L. VICTOR
DATE: 6/16/10

Departmental Concurrence

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 17, 2010

SUBJECT: Cooperative agreement between the County of Riverside and the City of La Quinta for the design and construction of Monroe Street pavement rehabilitation improvements.

RECOMMENDED MOTION: That the Board of Supervisors:

- (1) Approve the cooperative agreement between the County of Riverside and the City of La Quinta and;
- (2) Authorize the Chairman of the Board to execute the same.
- (3) Authorize the use of Proposition 1B bond funds for the County's share of project costs.

Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$163,206	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Proposition 1B (State bond funds – Local roads) 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. | District: 4 | Agenda Number:

3.62

The Honorable Board of Supervisors

RE: Cooperative agreement between the County of Riverside and the City of La Quinta for design and construction of Monroe Street pavement rehabilitation improvements

June 17, 2010

Page 2 of 2

BACKGROUND: In the area of Vista Santa Rosa east of the City of La Quinta, pavement segments of Monroe Street from 1,330 linear feet south of Avenue 58 to Avenue 56 are in deteriorating condition and require rehabilitation (see attached Exhibit "A" and "B" of the cooperative agreement).

The centerline of the road within those limits is the dividing jurisdictional line between the County of Riverside and the City of La Quinta with the County being on the east side and the City on the west side.

The County as well as the City received many public inquiries and concerns related to the pavement condition within the described limits.

The County and the City agreed to share the costs associated with this pavement rehabilitation project, which includes design, construction, administration, and construction inspection (see exhibit "C" of the cooperative agreement). The County estimated share is \$163,206 and the City share is estimated at \$91,524 based on the square footage of the proposed pavement to be rehabilitated within each respective jurisdiction.

The City of La Quinta is the lead agency.

The County's share of the proposed improvements is funded by Proposition 1B (State bond funds – Local roads) 100%.

Proposition 1B guidelines require Board approval of projects prior to commencing activity. Savings from completed 1B projects have generated funds which may be used on this qualifying project.

The environmental clearance for this project will be completed by the City of La Quinta.

Project Number: C1-0431

**COOPERATIVE AGREEMENT
FOR THE DESIGN AND CONSTRUCTION OF
MONROE STREET PAVEMENT REHABILITATION IMPROVEMENTS**

This Cooperative Agreement (hereinafter "Agreement") entered into this ___ day of _____, 2010, is between the City of La Quinta, a municipal corporation and charter city ("LA QUINTA") and the County of Riverside, a political subdivision of the State of California ("COUNTY"). LA QUINTA and COUNTY are sometimes collectively referred to in this Agreement as "PARTIES" and individually as a "PARTY."

RECITALS

WHEREAS, LA QUINTA and COUNTY desire to rehabilitate and repair the existing pavement at (i) the intersection of Monroe Street and Avenue 58, (ii) on Monroe Street between Avenue 58 and approximately 1,330 feet south of Avenue 58, and (iii) two additional segments on Monroe Street between Avenue 56 and Avenue 58, as presented on Exhibits A and B, (referred to herein as the "PROJECT"); and

WHEREAS, the PARTIES further desire to specify the terms and conditions under which the PROJECT is to be designed, constructed, and financed, as well as the obligations and responsibilities of the PARTIES; and

WHEREAS, the PROJECT AREA is jointly owned by the PARTIES -- Thirty-Six percent (36%) by LA QUINTA and Sixty Four percent (64%) by COUNTY; and

WHEREAS, LA QUINTA and COUNTY each intend to contribute an amount equal to their respective ownership interests toward the estimated cost to complete the PROJECT, as more fully set forth hereinafter.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the PARTIES hereto agree as follows:

Article I. INCORPORATION OF RECITALS.

The foregoing Recitals are true and correct and are hereby incorporated herein by this reference as though set forth in full and are expressly made a part of this Agreement.

Article II. LA QUINTA'S OBLIGATIONS.

La Quinta agrees to perform the following tasks:

- 2.1 To pay an amount equal to thirty six percent (36%) of the total PROJECT costs for construction, design, engineering, inspection/testing/survey, contingency and administrative costs as more particularly described on Exhibit "C," attached hereto and incorporated herein by this reference.
- 2.2 To prepare or cause to be prepared Plans, Specifications and Estimates (PS&E) for the PROJECT. PS&E shall be prepared in accordance with the Standard Plans and Specifications for Public Works Construction, the standards and practices of LA QUINTA, and all applicable laws and regulations.
- 2.3 To have final design documents and drawings for the PROJECT prepared by or under the direction of a Civil Engineer registered and licensed in the State of California, and to ensure that the specifications, each set of plans, and any reports shall bear the professional seal, certificate and signature of the engineer responsible for their preparation.
- 2.4 To apply for any necessary encroachment permits for work within the COUNTY street right-of-way, in accordance with COUNTY standard permit procedures.
- 2.5 To advertise, award and administer a public works contract for the construction of the PROJECT improvements.
- 2.6 To retain or cause to be retained for audit by COUNTY or other governmental auditors for a period of not less than three (3) years from the date of final payment, all records and accounts related to construction of the PROJECT.
- 2.7 Within sixty (60) days of completion of the PROJECT, to furnish COUNTY a complete set of reproducible "As-built" plans and refund any unexpended funds belonging to COUNTY.
- 2.8 To furnish COUNTY a final reconciliation of project expenses within ninety (90) days of completion and acceptance of the project Construction Contract. If the final costs associated with the improvements are in excess of the deposit amount provided for in Section III, CITY shall include a final bill with

the final reconciliation. If the final costs associated with the improvements are less than the deposit, CITY shall include a reimbursement to COUNTY with the final reconciliation.

Article III. COUNTY OBLIGATIONS.

County agrees to perform the following tasks:

- 3.1 To pay an amount equal to sixty four percent (64%) of the total PROJECT costs for construction, design, engineering, inspection/testing/survey, contingency and administrative costs as more particularly described on Exhibit "C."
- 3.2 To deposit with LA QUINTA within thirty (30) days of receipt of billing therefore the amount of \$163,206.00 which figure represents COUNTY's estimated share of the total PROJECT cost, including preliminary engineering, construction, construction engineering and administration, as required to complete the PROJECT. If PROJECT costs exceed said estimate, COUNTY further agrees to deposit with LA QUINTA, within thirty (30) days of receipt of a demand therefore, such additional funds as necessary to satisfy COUNTY'S share of the total PROJECT costs; provided, that in no event shall COUNTY's obligation for all anticipated costs under this Agreement exceed 115% of COUNTY's estimated costs, as described in Exhibit "C," unless COUNTY, in its sole discretion, authorizes in writing a greater amount. Notwithstanding the foregoing, nothing in this Agreement shall be construed to obligate LA QUINTA in any way to provide additional funds for the PROJECT in excess of LA QUINTA's 36-percent share of the total PROJECT costs.
- 3.3 To issue, free of charge, upon proper application by LA QUINTA or LA QUINTA's contractor, the necessary encroachment permits for required work within the COUNTY streets right-of-way.

Article IV. MUTUAL OBLIGATIONS.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.1 Estimated Project Costs. The total cost of PROJECT is estimated to be \$254,730.77.
- 4.2 Authority to Award Project Bid. Upon opening bids for construction of the PROJECT, if bids exceed the estimated total cost by not more than fifteen percent (15%) of the PROJECT cost estimate as described in Exhibit "C," LA QUINTA may award the contract in accordance with LA QUINTA's standard bidding procedures for public works projects. The Parties agree

that LA QUINTA shall act as lead agency for the PROJECT and shall contract with the successful bidder for construction of the PROJECT. The contract with the successful bidder shall incorporate LA QUINTA's standard contracting requirements and policies, including, but not limited, to requiring the successful bidder to: (i) indemnify both LA QUINTA and COUNTY; (ii) carry insurance acceptable to LA QUINTA's Risk Manager (which at a minimum shall include coverage for Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum, and Worker's Compensation Insurance in an amount required by law); and (iii) retain all books and records related to successful bidder's performance of the contract for a period of not less than three (3) years from the date of final payment.

- 4.3 County Approval Required. If, upon opening of bids, it is found that projected PROJECT costs exceed the construction cost estimate by more than fifteen percent (15%), COUNTY and LA QUINTA shall endeavor to negotiate in good faith to agree upon an alternative course of action. If, after sixty (60) calendar days from the date of bid opening, the PARTIES are unable to agree upon an alternative course of action, this Agreement shall be deemed to be terminated by mutual consent and without further action, with each agency sharing incurred costs in accordance with the cost shares as set forth in Article II, Section (2.1), Article III, Section (3.1), and Article IV, Section (4.1).
- 4.4 Change Orders. Once a contract is awarded as provided in Section 4.2 of this Article, all contract change orders exceeding fifteen percent (15%) of the bid price for the relevant contract bid items shall be submitted by LA QUINTA to COUNTY for review and approval prior to authorization by LA QUINTA to construction contractor. All other change orders may be authorized by LA QUINTA without further action by COUNTY.
- 4.5 Party Representatives. During construction of the PROJECT, LA QUINTA shall furnish a representative to perform the function of Resident Engineer, and COUNTY, shall also furnish a representative ("County Representative") which will have decision making authority on items affecting the County's portion of the project. County Representative shall inform the Resident Engineer (LA QUINTA's representative), of such decisions which will be transmitted to the Contractor by the Resident Engineer. On any decision affecting the overall project, however, if the County's representative and the Resident Engineer cannot agree the City Engineer will render a decision which shall be considered final.

4.6 Ownership. Upon completion of all work under this Agreement, ownership and title to all materials, equipment, and appurtenances installed will be jointly shared in the same ratio set forth above, with thirty six percent (36%) owned by LA QUINTA and sixty four percent (64%) owned by COUNTY. Thereafter, each PARTY shall be responsible for maintaining the portion of the PROJECT within their respective jurisdiction. Neither LA QUINTA nor COUNTY shall be responsible for maintaining any portion of the improvements that lie in the other Party's jurisdiction.

4.7 Mutual Indemnity.

(a) Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by LA QUINTA under or in connection with any work, authority or jurisdiction delegated to LA QUINTA under this Agreement unless such damage or liability is the result of COUNTY's misconduct or negligence. It is further agreed that, pursuant to Government Code Section 895.4, LA QUINTA 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 anything done or omitted to be done by LA QUINTA under or in connection with any work, authority or jurisdiction delegated to LA QUINTA under this Agreement except to the extent that such injury results from COUNTY's own misconduct or negligence.

(b) Neither LA QUINTA nor any other officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement, unless such damage or liability is the result of LA QUINTA'S misconduct or negligence. It is further agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold LA QUINTA harmless from any liability imposed for injury (as defined by Government Code Section 810.98) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement, except to the extent that such injury results from LA QUINTA's own misconduct or negligence.

Article V. GENERAL PROVISIONS.

5.1 Notices. Any notice, approval, or other communication required or permitted to be sent pursuant to this Agreement shall be in writing and shall be sent by regular first class mail, addressed as set forth below or to such other address as a PARTY may specify from time to time in accordance with

this Section. Said notices shall be effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox, postage prepaid. Notices shall be addressed as follows:

To COUNTY: Riverside County Transportation Department
Attention: Juan C. Perez
4080 Lemon Street, 8th Floor
Riverside, California 92501
Facsimile: (951) 955-3198

To CITY: City of La Quinta
Attention: Thomas P. Genovese
City Manager
78-495 Calle Tampico
P.O. Box 1504
La Quinta, California 92247-1504
Facsimile: (760) 777-7155

- 5.2 **Integration; Modification.** This Agreement and all other agreements, exhibits, and schedules referred to herein constitutes the final, complete, and entire understanding between the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements of any kind or nature relating to the same. Neither PARTY has been induced to enter into this Agreement by, nor is either PARTY relying on, any representation or warranty outside those expressly presented herein. 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 either PARTY hereto
- 5.3 **Precedence.** In the event of any inconsistency or conflict between a provision of this Agreement and a provision of any exhibit, schedule, or other writing incorporated herein by reference, the provisions of this Agreement shall prevail.
- 5.4 **Waiver.** Any waiver by either PARTY of a breach of any one or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of either PARTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping said PARTY from enforcing the term(s) in question.

5.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provisions shall be severed from the Agreement and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

5.6 No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or otherwise affect the legal liability of the PARTIES hereto by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

5.7 Counterparts. This Agreement may be signed in counterparts, each of which shall, once all PARTIES have executed the Agreement, constitute an original and which collectively shall constitute one instrument.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the PARTIES have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE

County of Riverside

Dated: _____

By: _____
Marion Ashley,

Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Marsha L. Victor 6/16/10
Deputy County Counsel
Marsha L. Victor

CITY OF LA QUINTA

City of La Quinta
Tom Genovese, City Manager
P.O. Box 1504
La Quinta, CA 92247-1504
78-495 Calle Tampico
La Quinta, CA 92253

Dated: _____

By: _____
Don Adolph, Mayor

ATTEST:

By: _____
Veronica Montecino, CMC,
City Clerk

APPROVED AS TO FORM:

By: _____
M. Katherine Jenson
City Attorney

IN WITNESS WHEREOF, the PARTIES have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE

County of Riverside

Dated: _____

By: _____
Marion Ashley,

Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: _____
Deputy County Counsel

CITY OF LA QUINTA

City of La Quinta

Tom Genovese, City Manager

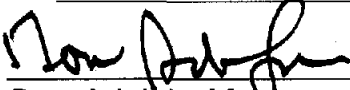
P.O. Box 1504

La Quinta, CA 92247-1504

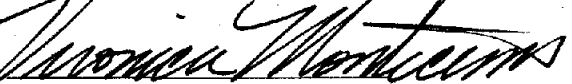
78-495 Calle Tampico

La Quinta, CA 92253


Dated: 6/3/10

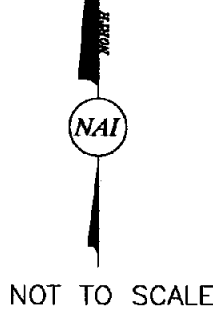
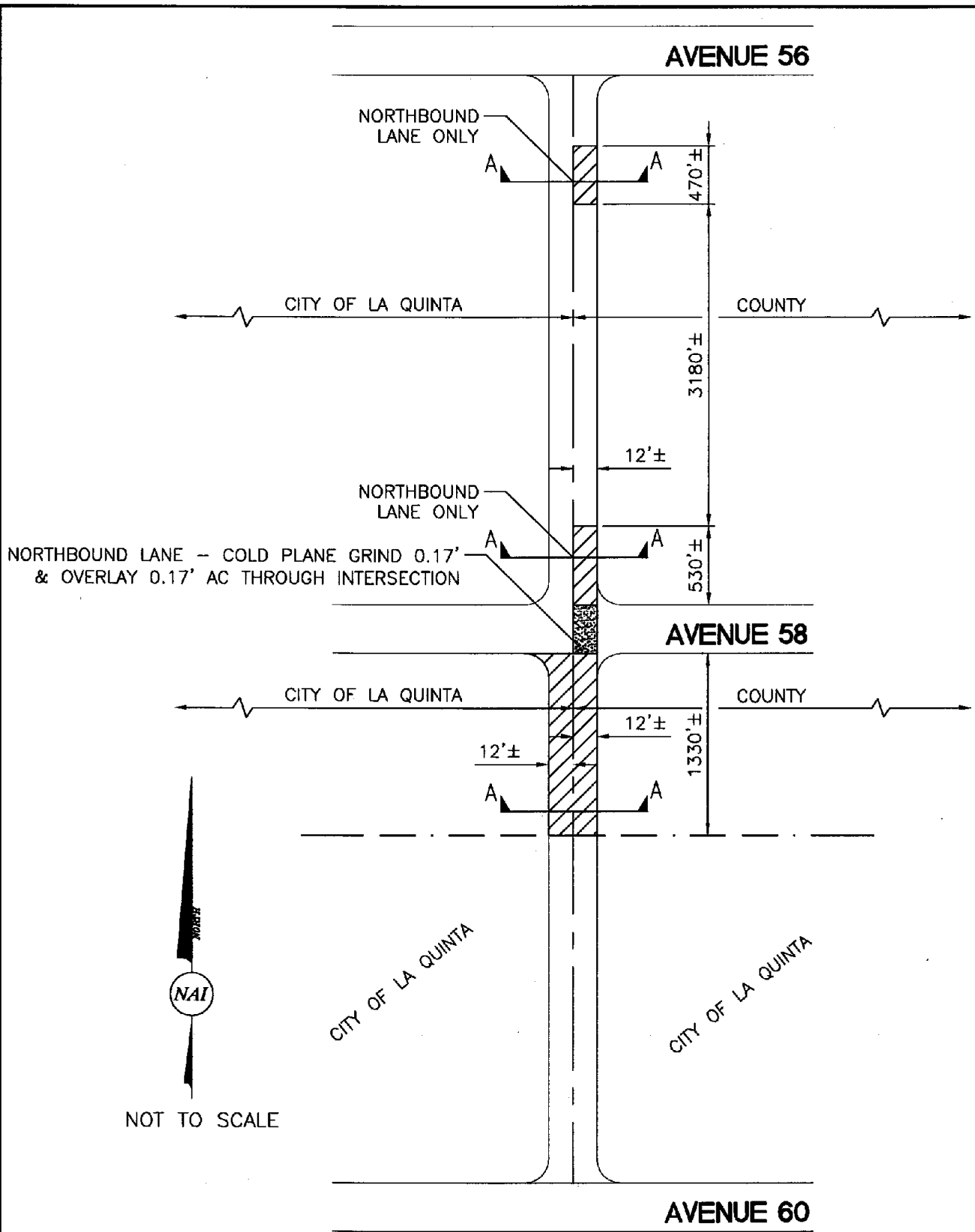
By: 
Don Adolph, Mayor


ATTEST:

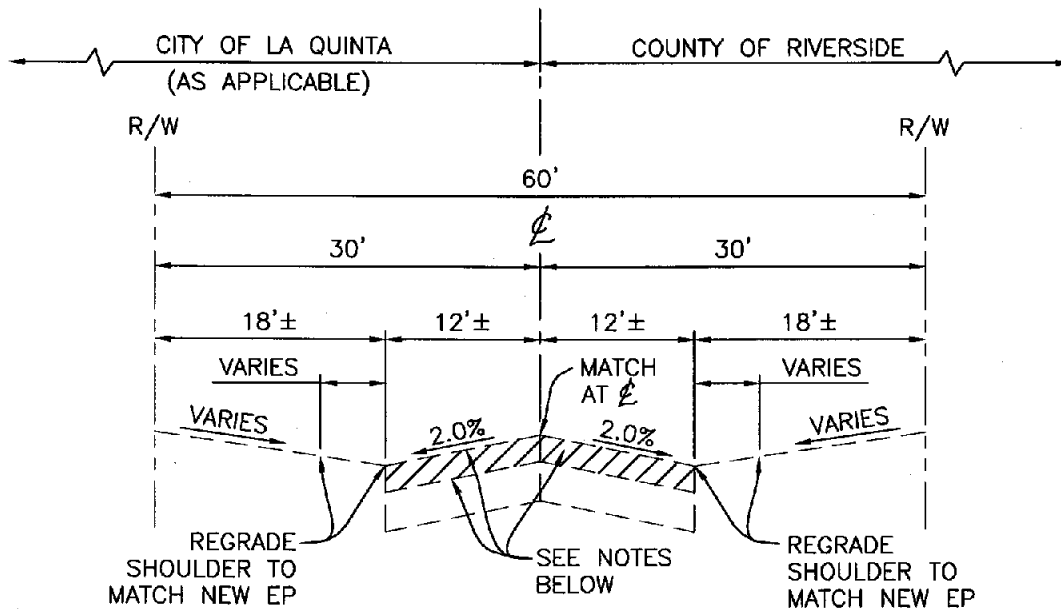
By: 
Veronica Montecino, CMC,
City Clerk

APPROVED AS TO FORM:

By: 
M. Katherine Jensen
City Attorney



 <p>68-955 Adeline Road Cathedral City, CA 92234 (760) 323-5344 (760) 323-5699 (fax)</p>	CITY OF LA QUINTA - PROJECT NO. 2009-21 MONROE STREET PAVEMENT REHABILITATION AVENUE 60 TO AVENUE 56 EXHIBIT "A"			
	DATE:	SCALE:	DESIGN:	SHEET:
	MARCH 2010	N.T.S	WS	1 OF 2



**MONROE STREET
TYPICAL SECTION A-A**

NOTES:

1. PULVERIZE EXISTING A.C. PAVEMENT.
2. MIX PULVERIZED MATERIAL WITH UNDERLYING SUBGRADE SOILS AND SHAPE CROSS-SECTION TO NEW GRADES.
3. STOCKPILE EXCESS MATERIAL ON SHOULDER.
4. STABILIZE WITH 6% PORTLAND CEMENT, ADD WATER, MIX AND COMPACT TO A DEPTH OF 12".
5. CONSTRUCT 3" A.C. OVERLAY.
6. REGRADE SHOULDER UTILIZING EXCESS MATERIAL.
7. MONROE STREET SOUTH OF AIRPORT (AVENUE 58) TO BE OPEN TO LOCAL TRAFFIC AND EMERGENCY VEHICLES AT ALL TIMES.
8. CONTRACTOR SHALL RE-STRIPE REHABILITATED ROADWAY SECTIONS TO MATCH EXISTING.



NOT TO SCALE

<p style="font-size: small; margin: 0;">66-955 Adeline Road Cathedral City, CA 92234 (760) 323-5344 (760) 323-5699 (fax)</p>	CITY OF LA QUINTA - PROJECT NO. 2009-21			
	MONROE STREET PAVEMENT REHABILITATION AVENUE 60 TO AVENUE 56 EXHIBIT "B"			
DATE:	SCALE:	DESIGN:	SHEET:	
MARCH 2010	N.T.S	WS	2 OF 2	

**MONROE STREET PAVEMENT REHABILITATION IMPROVEMENTS
EXHIBIT C**

Engineer's Estimate

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization	1	L.S.	\$ 5,000.00	\$ 5,000.00
2	Traffic Control	1	L.S.	\$ 10,000.00	\$ 10,000.00
3	Dust Control	1	L.S.	\$ 5,000.00	\$ 5,000.00
4	Pulverize AC Paving and Cement Treat Base Material to 12" depth	43,920	SF	\$ 1.50	\$ 65,880.00
5	3" Thick A.C. Overlay	43,920	SF	\$ 2.00	\$ 87,840.00
6	Spread excess material on shoulder area	350	CY	\$ 15.00	\$ 5,250.00
7	Cold Plane Grind 0.17' and overlay 0.17' AC Pavement	360	SF	\$ 6.00	\$ 2,160.00
8	Paint (2 coat) Pavement Striping, Pavement Markings and Signing	1	LS	\$ 4,500.00	\$ 4,500.00

Construction Estimate:: \$ 185,630.00

Design (10%): \$ 18,563.00

Inspection/Testing/Survey (9.75%): \$ 18,098.93

City Administration (5%): \$ 9,281.50

Subtotal \$ 231,573.43

Contingency (10% of subtotal): \$ 23,157.34

Total Estimated Cost: \$ 254,730.77

Of the total 43,920 SF, Riverside County is Responsible for 27,960 SF or 63.66%, plus 100% of the cost of the Grind and Overlay for a total of 64.07% of the proposed work. La Quinta is responsible for 15,960 SF or 35.93%

CountyShare 64.07%: \$ 163,206.00

City Share 35.93%: \$ 91,524.76

Cost per Square Foot: \$5.80