

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

515A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 21, 2010

SUBJECT: Cooperative agreement between the County of Riverside and the City of Coachella for the design and construction of Avenue 48 pavement rehabilitation improvements.

RECOMMENDED MOTION: That the Board of Supervisors:

- (1) Approve the cooperative agreement between the County of Riverside and the City of Coachella, and;
- (2) Authorize the Chairman of the Board to execute the same, and;
- (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)

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL

BY: *MS* MARSHA L. VICTOR DATE: 10/14/10

FINANCIAL DATA	Current F.Y. Total Cost:	\$97,618	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011
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

Policy
 Consent
 Dept't Recomm.:
 Policy
 Consent
 Per Exec. Ofc.:

Prev. Agn. Ref.

District: 4

Agenda Number:

The Honorable Board of Supervisors

RE: Cooperative agreement between the County of Riverside and the City of Coachella for design and construction of Avenue 48 pavement rehabilitation improvements

October 21, 2010

Page 2 of 2

BACKGROUND: In the area of the Carver Tract north of the City of Coachella and surrounded by the City of Indio to the north, a pavement segment of Avenue 48 from Van Buren Street to Bataan Street is in need of rehabilitation (see attached Exhibit "A").

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

The centerline of Avenue 48 within these limits is the dividing jurisdictional line between the County of Riverside and the City of Coachella with the County being on the north side and the City on the south side.

The County and the City agree to share the construction costs associated with this pavement rehabilitation project. The County's estimated share is \$97,618 based on the Engineer's Cost Estimate of the proposed pavement to be rehabilitated within the County jurisdictional boundary.

The City of Coachella 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 Coachella.

Project Number: C10592

COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

Contract No. 10-09-016
Riverside Co. Transportation

AND

CITY OF COACHELLA

FOR PAVEMENT REHABILITATION IMPROVEMENTS IN

VARIOUS LOCATIONS IN THE CITY OF COACHELLA

This Cooperative Agreement ("AGREEMENT") entered into this _____ day of _____, 2010, by and between the County of Riverside ("COUNTY"), and the City of COACHELLA ("CITY") for the provision of certain Pavement Rehabilitation improvements in various locations within the jurisdictional boundaries of both the CITY and the COUNTY. The COUNTY and CITY are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

RECITALS

- A. COUNTY and CITY have determined that there is great need for pavement rehabilitation improvements in the CITY and COUNTY (the "PROJECT") as shown in Exhibit A (Location Map), attached hereto and incorporated herein by this reference.
- B. COUNTY and CITY desire to have one agency take the lead role in the development and implementation of the PROJECT in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- C. COUNTY and CITY desire to designate CITY as the lead agency for the PROJECT and CITY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the PROJECT.
- D. COUNTY and CITY desire to define herein the terms and conditions under which the PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

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

1 **SECTION 1 • CITY AGREES:**

- 2 1. To fund one hundred (100) percent of the cost of the preparation of plans, specifications and estimates
3 (PS&E), providing utility coordination and relocation of impacted utilities, acquiring right-of-way, and
4 advertising, awarding and administering a public works construction contract necessary to construct the
5 PROJECT improvements that are located within the jurisdictional boundaries of the COUNTY. The estimated
6 costs for COUNTY's improvements are provided in Exhibit "B" attached hereto and incorporated herein by
7 this reference. CITY agrees that should unforeseen circumstances arise which result in an increase of any
8 costs over those shown in Exhibit "B", CITY will in good faith consider an amendment to this AGREEMENT to
9 include any such costs under this AGREEMENT.
- 10 2. Final plans for improvements within COUNTY's right of way shall be prepared to COUNTY standards, and
11 signed by a Civil Engineer registered in the State of California. Deviations from standards shall be
12 coordinated with and approved by COUNTY.
- 13 3. To identify and locate all utility facilities within the PROJECT area as part of its project design responsibility. If
14 any existing public and/or private utility facilities conflict with the PROJECT construction, CITY shall make all
15 necessary arrangements with the owners of such facilities for their protection, relocation, or removal. CITY
16 shall require the utility owner and/or its contractors performing the relocation work within COUNTY's right of
17 way to obtain a COUNTY encroachment permit prior to the performance of said relocation work. CITY and
18 COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments
19 into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights,
20 the cost of relocating utilities shall be borne by the jurisdiction in which the conflicting utility resides.
- 21 4. To advertise, award and administer a public works contract for the construction of the PROJECT in
22 accordance with the Public Contract Code, the California Labor Code, and in accordance with the permit
23 issued by the Riverside County Transportation Department.
- 24 5. To furnish a representative to perform the function of Resident Engineer during construction of the PROJECT.
25 The Resident Engineer shall also be independent of the construction contractor.
- 26 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
27 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
28 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
29 inspection and staff services necessary to assure that the construction is performed in accordance with the

1 PS&E documents.

- 2 7. To construct the PROJECT in accordance with approved PS&E documents.
- 3 8. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
4 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
5 certified material tester.
- 6 9. To submit any contract change order that causes the construction contract to exceed 15% of the contract bid
7 amount to COUNTY for review and approval prior to final authorization by CITY.
- 8 10. To furnish COUNTY a complete set of full-sized film positive reproducible as-built plans and all contract
9 records, including survey documents, within sixty (60) days following the completion and acceptance of the
10 PROJECT construction contract. Also, to furnish COUNTY electronic copies of final plans, if available.
- 11 11. To furnish COUNTY a final reconciliation of the PROJECT expenses within ninety (90) days following the
12 completion and acceptance of the PROJECT construction contract. If final costs associated with the
13 COUNTY's improvements are in excess of the deposit amount provided for in Section 2 herein, CITY shall
14 include a final bill with the financial reconciliation. If final costs associated with the COUNTY's improvements
15 are less than the deposit amount provided for in Section 2 herein, CITY shall include a reimbursement for the
16 difference with the financial reconciliation.
- 17 12. To take full responsibility to clear the project environmentally in accordance with the California Environmental
18 Quality Act (CEQA).

19 **SECTION 2 • COUNTY AGREES:**

- 20 1. To fund one hundred (100) percent of the cost of constructing a public works construction contract necessary
21 to construct PROJECT improvements that are located within the jurisdictional boundaries of the COUNTY.
22 The estimated costs for COUNTY's improvements are provided in Exhibit "B". COUNTY agrees that should
23 unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B",
24 COUNTY will in good faith consider an amendment to this agreement to include any such costs under this
25 agreement.
- 26 2. To provide, at no cost to CITY, oversight of the PROJECT within COUNTY's jurisdictional boundaries and to
27 provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely
28 fashion the processing of the PROJECT.
- 29 3. To issue, at no cost to CITY or its contractors, upon proper application by CITY or CITY's contractor, an

1 encroachment permit authorizing entry onto COUNTY's right of way to perform survey and/or other
2 investigative activities required for Construction of the PROJECT.

- 3 4. To provide a representative to coordinate and assist the City's Resident Engineer during the construction of
4 the PROJECT and to verify facilities are constructed in accordance with the approved PS&E documents as
5 required by this AGREEMENT.
- 6 5. To deposit with City, prior to start of construction contract for the PROJECT and upon written request by the
7 CITY, the amount of **\$48,809**, which represents 50% of the COUNTY's estimated share of the PROJECT cost
8 (with contingencies) as shown in Exhibit "B".
- 9 6. To pay to CITY in one installment. By the end of FY 10/11, the remainder of the outstanding balance. The
10 remainder balance of the construction cost estimate is estimated at \$ 48,809 which represents 50% of the
11 estimated construction cost.
- 12 7. To pay within 45 days of receipt, the invoices for final reconciled costs as shown in Exhibit "B" (Contract
13 Change Order amounts not to exceed the allocated 15% contingency amount without prior approval by
14 COUNTY), submitted by CITY for services rendered in accordance with this AGREEMENT.

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

- 16 1. The total cost of the PROJECT is estimated to be **\$97,618** as detailed in Exhibit "B".
- 17 2. CITY shall not be obligated to construct the PROJECT until after receipt of COUNTY's Deposit as provided
18 for in Section 2 herein.
- 19 3. Construction by CITY of improvements referred to herein which lie within COUNTY rights of way shall not be
20 commenced until an Encroachment Permit to CITY, or CITY's contractor, authorizing such work has been
21 issued by COUNTY.
- 22 4. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT
23 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
24 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
25 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
26 required which name the COUNTY, its officers, elected officials, employees, and agents as additionally
27 insured. CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall
28 provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this
29 section to COUNTY prior to the start of construction.

- 1 5. Ownership and title to all materials, equipment, and appurtenances installed as part of this AGREEMENT will
2 automatically be vested with the jurisdiction for which the improvements reside and no further AGREEMENT
3 will be necessary to transfer ownership.
- 4 6. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by the
5 PROJECT that are located outside of their respective right of way boundaries.
- 6 7. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed
7 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
8 PARTY hereto.
- 9 8. CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date
10 of final payment, all records and accounts relating to the PROJECT.
- 11 9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
12 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
13 authority or jurisdiction delegated to CITY under this AGREEMENT. It is further agreed that pursuant to
14 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
15 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
16 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
17 under this AGREEMENT.
- 18 10. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
19 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
20 jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that pursuant to Government
21 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
22 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
23 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
24 this AGREEMENT.
- 25 11. This AGREEMENT and the exhibits herein contain the entire AGREEMENT between the PARTIES, and is
26 intended by the PARTIES to completely state the AGREEMENT in full. Any agreement or representation
27 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
28 this AGREEMENT, is null and void.
- 29 12. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third

1 parties not party to this AGREEMENT or affect the legal liability of the PARTIES to this AGREEMENT by
2 imposing any standard of care with respect to the maintenance of roads different from the standard of care
3 imposed by law.

4 13. This AGREEMENT may be signed in counterparts, each of which shall constitute an original and which
5 collectively shall constitute one instrument.

6 14. Except as provided in this AGREEMENT, this AGREEMENT shall terminate upon completion of the
7 construction contract and acceptance by both PARTIES, and reconciliation of final invoicing for the
8 PROJECT.

9 15. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
10 addresses or such other address as the PARTIES may designate:

11 To County: Riverside County Transportation Department

12 Attention: Juan C. Perez

13 4080 Lemon Street, 8th Floor

14 Riverside, CA 92501

15 Phone: (951) 955-6740

16 Fax: (951) 955-3198

17
18 To City: City of COACHELLA

19 Attention: Director of Public Works

20 1515 Sixth Street

21 COACHELLA, CA 92236

22 Phone: 760-398-5744

23 Fax: 760-398-1630

24
25
26 **[Signatures of Parties on Following Page]**


APPROVALS

COUNTY OF RIVERSIDE

CITY OF COACHELLA

RECOMMENDED FOR APPROVAL:

APPROVED BY:

 Dated: 10/6/10

_____ Dated: _____

Juan C. Perez
Director of Transportation

David Garcia
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

_____ Dated: _____

 Dated: 10/14/10
Marsha L. Victor
Deputy

Carlos Campos
City Attorney

APPROVAL BY THE BOARD OF SUPERVISORS:

ATTEST:

_____ Dated: _____

_____ Dated: _____

Chairman, Riverside County Board of
Supervisors

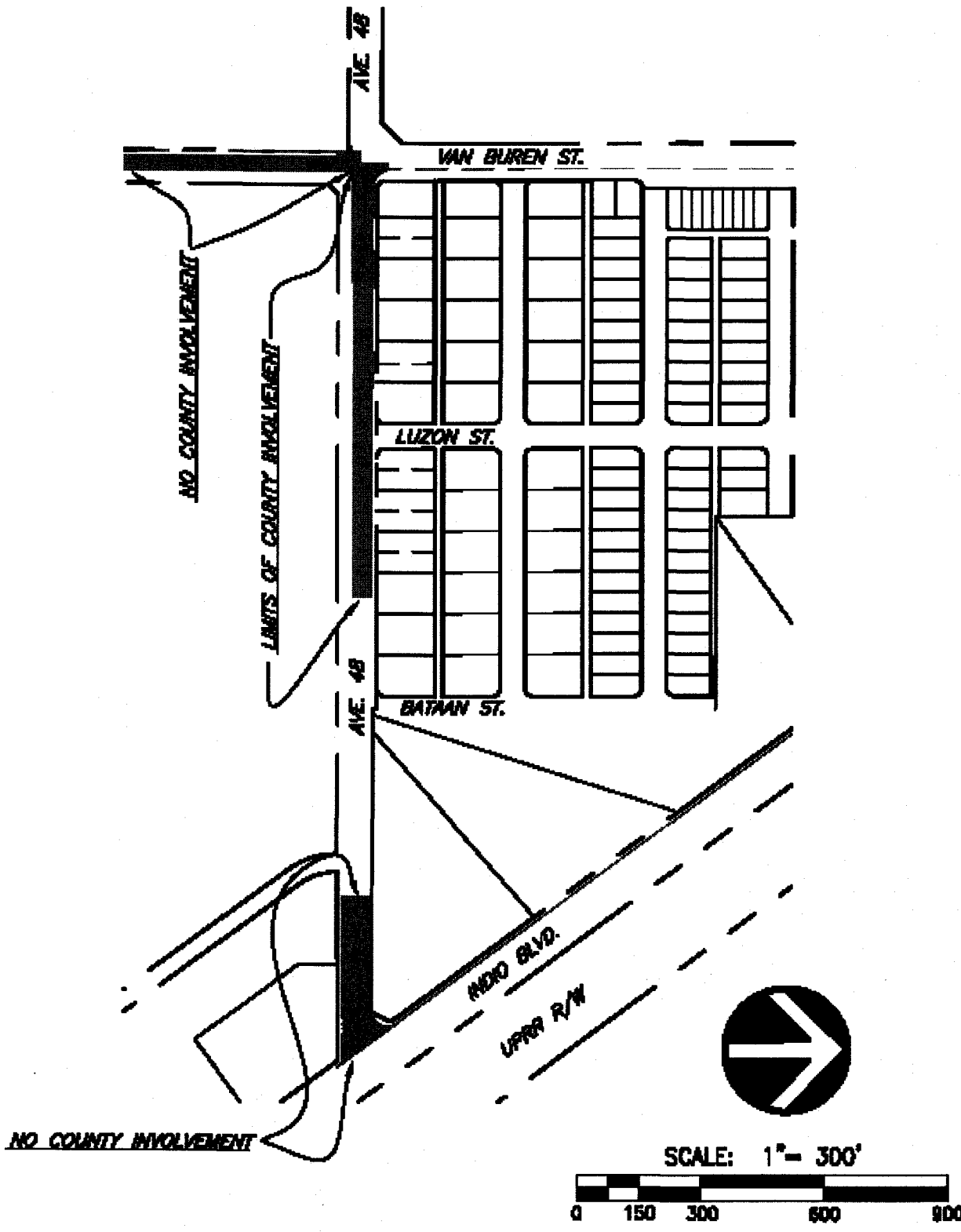
Isabel Castillon
City Clerk

ATTEST:

_____ Dated: _____

Kecia Haper-Ihem
Clerk of the Board (SEAL)

EXHIBIT A - LOCATION MAP



\\PUB\GIS\MARK CHAPPELL\Land Projects 2009\Phase 7 Pymt Rehab\dwg\IMSC.dwg 7/21/2009 10:37:47 PM P311

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EXHIBIT B •

PROJECT COST ESTIMATE

(June 29, 2010)

TASK	OTHER	COUNTY	CITY	TOTAL
Plans, Specs & Estimate	Complete			
Environmental	Complete			
Right of way	n/a			
Utilities	n/a			
Construction	\$	\$ 84,885	\$	\$
Construction Engineering				
Project Administration				
SUBTOTALS	\$	\$ 84,885	\$	\$
15% Contingencies	\$	\$ 12,733	\$	\$
TOTALS	\$	\$ 97,618	\$	\$

PAYMENT SCHEDULE

PAYMENT	AMOUNT	DUE
FY 10/11	\$ 48,809	Prior to Start of Construction
FY 10/11	\$ 48,809 (estimate)	End of FY 10/11 (Project Completion)
TOTAL:	\$ 97,618 (estimate)	

The construction cost estimate is based on the September 20, 2010, estimate from City of Coachella Engineering Department.