

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

713A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 16, 2012

SUBJECT: Reimbursement Agreement between the County of Riverside and the City of Palm Desert for Roadway Improvements within the Cahuilla Hills Area

RECOMMENDED MOTION: That the Board of Supervisors approve and execute the attached Agreement between the County of Riverside and the City of Palm Desert.

BACKGROUND: The County of Riverside and the City of Palm Desert desire to rehabilitate the pavement of various roads in the Cahuilla Hills area of Western Coachella Valley. The City of Palm Desert desires to designate the County of Riverside as the lead agency for the engineering design and construction of this project. The City agrees to reimburse the County for the preparation of plans, specifications, environmental clearance and for the advertising, awarding, and administering the construction contract for work in their jurisdiction. The total

Juan C. Perez
Director of Transportation and Land Management

(Continued On Attached Page)

| | | | | |
|---|-------------------------------|------------|---|--------------------------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 621,000 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2012/13 |
| SOURCE OF FUNDS: Gas Tax (ABX8 9 March 2010)(81.8%), City of Palm Desert (18.2%) There are no General Funds used in this project. | | | 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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: August 28, 2012
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By
Deputy

Prev. Agn. Ref.

District: 4/4

Agenda Number:

3.97

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL

BY:
MARSHAL L. VICTOR
DATE: 7/31/12

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Reimbursement Agreement between the County of Riverside and the City of Palm Desert
for Roadway Improvements within the Cahuilla Hills Area

August 16, 2012

Page 2 of 2

project cost is estimated to be \$621,000 with the City contributing \$113,000 and the County contributing \$508,000.

The roads within the Cahuilla Hills community to be resurfaced include: Cahuilla Way, Cat Canyon Road, Cholla Way, Paisano Road, and Chuckawalla Way.

Construction is expected to begin in September 2012.

Work Order No. C2-0160

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY AND

CITY OF PALM DESERT

FOR

Contract No. 12-07-006
Riverside Co. Transportation

ROADWAY IMPROVEMENTS WITHIN CAHUILLA HILLS AREA

(Western Coachella Valley)

This Agreement is entered into this 28th day of August, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Palm Desert, (hereinafter "CITY") for the provision of certain roadway improvements on various roads located within the jurisdictional boundaries of the COUNTY and CITY.

RECITALS

- A. COUNTY and CITY have cooperated on planning the construction of certain roadway improvements that provide benefits to the residents and the general motoring public in the Cahuilla Hills Area of Western Coachella Valley. The roadway improvements consist of pulverizing the existing roadway; road resurfacing and striping, hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit "A".
- B. The PROJECT is within the jurisdictional boundaries of both the COUNTY and CITY, as shown in Exhibit "A".
- C. COUNTY and CITY desire to cooperate and jointly participate in implementing and funding the PROJECT.
- D. COUNTY and CITY desire to have one agency take the lead role in the development and implementation of the PROJECT to coordinate the improvements and to reduce overall costs.
- E. COUNTY and CITY have designated COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the PROJECT.
- F. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, financed and maintained.

AGREEMENT

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

AUG 28 2012 3.97

SECTION 1 • COUNTY AGREES:

1. To fund one hundred percent (100%) of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the COUNTY as shown in Exhibit "A" attached hereto and incorporated herein. The estimated costs for COUNTY's improvements are provided in Exhibit "B" attached hereto and incorporated herein. 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 consider an amendment to this Agreement to include any such costs under this agreement.
2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements within CITY's right of way 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. COUNTY shall not solicit construction bids until CITY has approved the PROJECT PS&E documents.
3. To act as the Lead Agency for the design, environmental clearance, advertising, award and administration of a public works contract for the construction of the PROJECT.
4. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT 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 PROJECT 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 jurisdiction in which the conflicting utility resides.
5. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA).

Cahuilla Hills Road Improvements

Contract No. C31900

- 1 6. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for
2 the purposes of constructing PROJECT.
- 3 7. To advertise, award, and administer a public works contract for the construction of PROJECT in accordance
4 with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or
5 regulations, including but not limited to the local agency public construction codes, California Labor Code, and
6 California Public Contract Code.
- 7 8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If
8 the PROJECT plans and specifications are prepared by a private engineering company, the Resident
9 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the
10 construction contract.
- 11 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
12 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
13 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
14 inspection and staff services necessary to assure that the construction is performed in accordance with the
15 PS&E documents.
- 16 10. To construct the PROJECT in accordance with approved PS&E documents.
- 17 11. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid
18 amount to CITY for review and approval prior to final authorization by COUNTY.
- 19 12. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
20 provided in Chapter 16 of the Local Assistance Procedures Manual; and to have this testing performed by a
21 certified material tester.
- 22 13. To furnish CITY with a complete set of full-sized film positive reproducible as-built plans and all contract
23 records, including survey documents, within ninety (90) days following the completion and acceptance of the
24 PROJECT construction contract. Electronic copies of completed plans are available if CITY desires. If
25 electronic copies are provided, they will be provided on CD-R media.
- 26 14. To submit monthly invoices to CITY for costs associated with CITY's improvements in accordance with Exhibit
27 "B".
- 28 15. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and
29 acceptance of the PROJECT construction contract.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the CITY as shown in Exhibit "A". The estimated costs for CITY's improvements are provided in Exhibit "B". 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 consider an amendment to this Agreement to include any such costs under this Agreement.
2. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
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 for the construction of the PROJECT.
4. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the construction of PROJECT and to verify CITY facilities are constructed in accordance with the approved PS&E documents as required by this agreement.
5. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with this Agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost of PROJECT is estimated to be \$ 621,000 as detailed in Exhibit "B".
2. If upon opening of bids for construction of the PROJECT the bids indicate a cost overrun of no more than 10% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the contract.
3. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate Cost will occur, 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 each agency sharing incurred costs in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1). COUNTY shall

1 reimburse CITY within forty five (45) days of termination.

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

5 5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
6 PROJECT construction contract, a policy of Commercial General Liability Insurance, using Insurance
7 Services Office "Commercial General Liability" policy for CG 00 01 or the equivalent, including coverage of
8 Bodily Injury Liability and Property Damage Liability. Limits shall be no less than \$1,000,000 per occurrence
9 for all covered losses and no less than \$2,000,000 general aggregate. COUNTY shall require COUNTY's
10 contractor to maintain a policy of Automobile Liability Insurance for Any Auto in the amount of \$1,000,000, per
11 accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-
12 owned auto endorsement to the general liability policy described above. Policies shall contain the following
13 provisions: (1) City and County shall be named as loss payees; and (2) the insurer shall waive all rights of
14 recovery against the City and County. Contractor shall agree to endorse the third party general liability
15 coverage required herein to include as additional insureds the CITY, its officials, employees, volunteers, and
16 agents. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance on
17 a state approved policy form providing statutory benefits as required by law, with employer's liability limits no
18 less than \$1,000,000 per accident for all covered losses. COUNTY shall cause COUNTY's contractor to
19 provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this
20 section to CITY prior to the start of construction.

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

24 7. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
25 PROJECT that are located outside of their respective ownership or right of way boundaries except as
26 specified in this Agreement or future agreements.

27 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
28 parties and no oral understanding or agreement not incorporated herein shall be binding on each party
29 hereto.

Cahuilla Hills Road Improvements

- 1 9. CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date
2 of final payment, all records and accounts relating to PROJECT.
- 3 10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
4 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
5 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
6 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
7 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
8 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
9 under this Agreement.
- 10 11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
11 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
12 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
13 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
14 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
15 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
16 this Agreement.
- 17 12. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended
18 by the parties to completely state the agreement in full. Any agreement or representation respecting the
19 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
20 Agreement, is null and void.
- 21 13. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties
22 not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any
23 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
- 24 14. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
25 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
26 instrument.
- 27 15. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or
28 upon mutual agreements of the parties.
- 29 16. All notices, demands, invoices, and written communications shall be in writing and delivered to the following

Cahuilla Hills Road Improvements

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addresses or such other address as the PARTIES may designate:

To County: Riverside County Transportation Department
Attention: Juan C. Perez, Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740
Fax: (951) 955-3198

To City: City of Palm Desert
Attention: Mark Greenwood, Director of Public Works
Palm Desert Civic Center
73-510 Fred Waring Drive
Palm Desert, CA 92260
Phone: (760) 776-6450

Cahuilla Hills Road Improvements

APPROVALS

CITY OF PALM DESERT Approvals

COUNTY Approvals

APPROVED BY:

RECOMMENDED FOR APPROVAL:



Dated: 7/25/12

JUAN C. PEREZ

Director of Transportation

 Dated: 6/26/12

ROBERT A. SPIEGEL

PRINTED NAME

Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

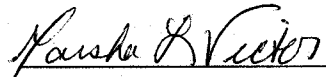


Dated: 6

David J. Erwin

PRINTED NAME

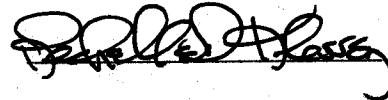
City Attorney

 Dated: 7/31/12

BY: DEPUTY

ATTEST:

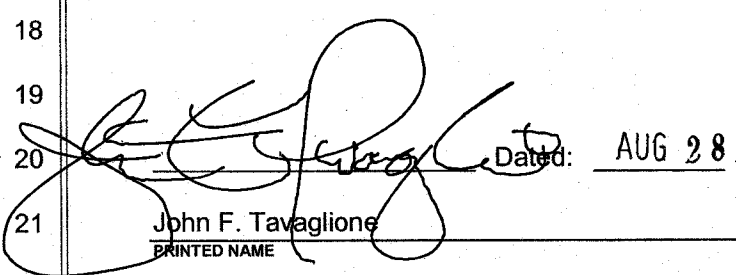
APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: 7-3-12

Rachelle D. Klassen

PRINTED NAME

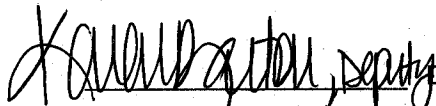
City Clerk


Dated: AUG 28 2012

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: AUG 28 2012

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

on June 26, 2012 before me, M. G. Sanchez, Notary Public

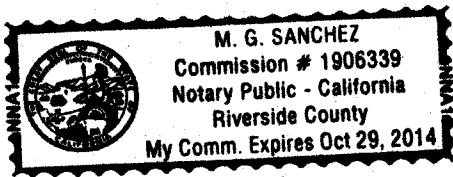
Date

Here Insert Name and Title of the Officer

personally appeared Robert A. Spiegel

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Reimbursement Agmt - Cohuilla Hills Area
C31900 - County of Riverside

Document Date: June 14, 2012

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert A. Spiegel

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Mayor

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

City of Palm Desert

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

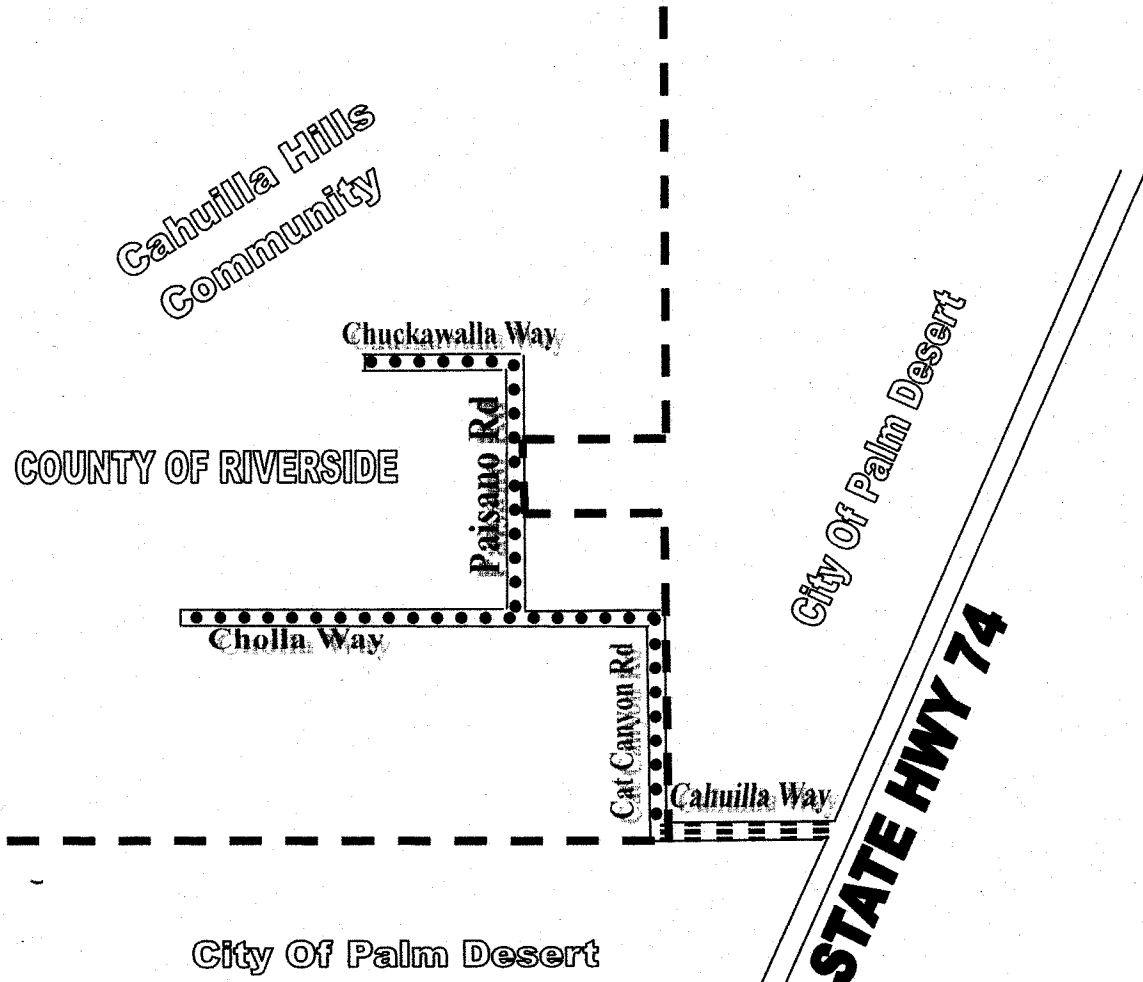
RIGHT THUMBPRINT OF SIGNER

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Signer Is Representing: _____

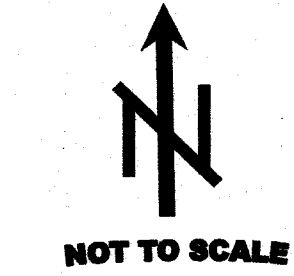
EXHIBIT A • VICINITY/PROJECT MAP

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Legend:

- City/County Boundary - - - -
- County Roads • • • • •
- City Roads ≡ ≡ ≡ ≡ ≡



Cahuilla Hills Road Improvements

EXHIBIT B • PROJECT BUDGET

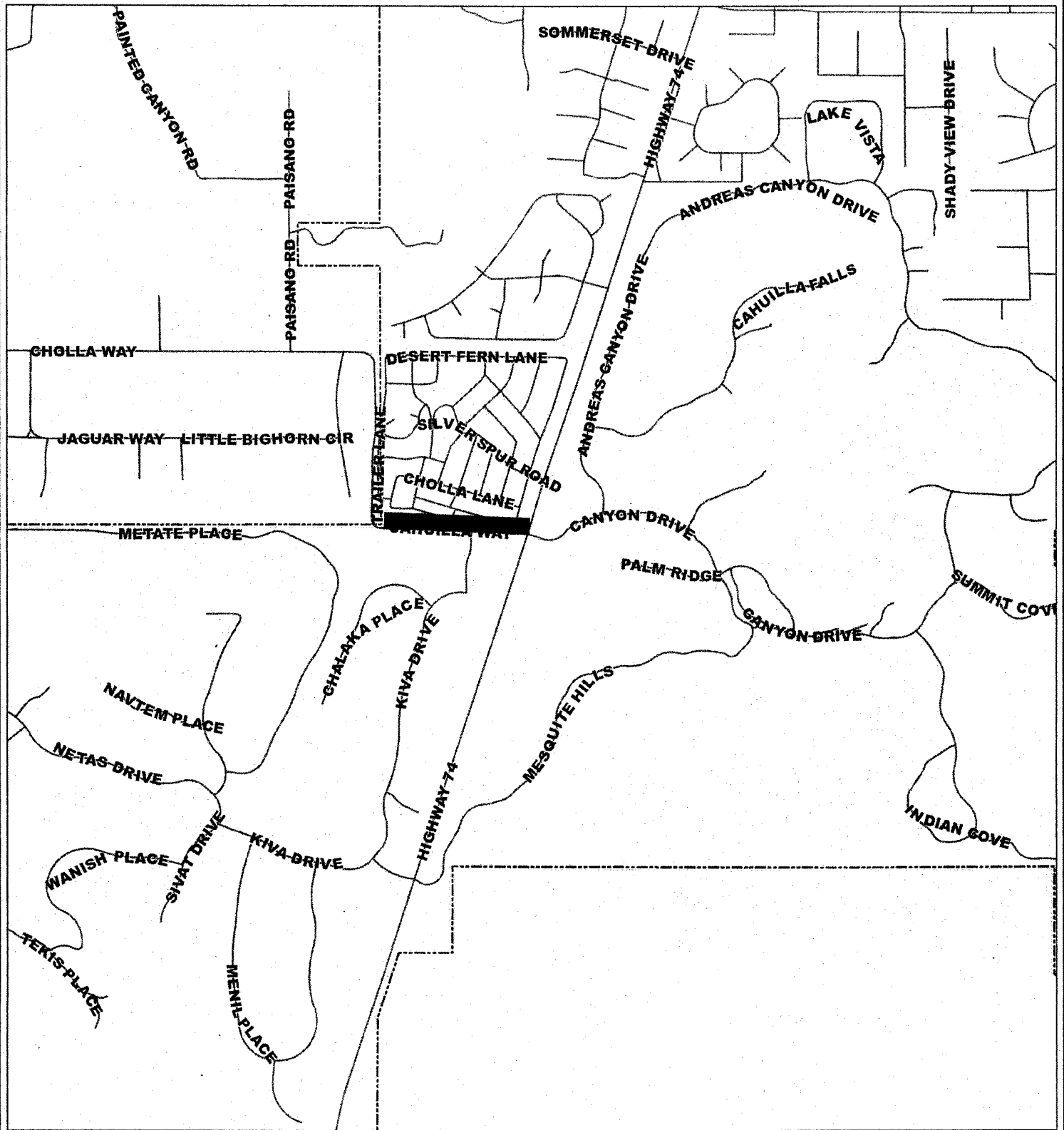
COST ESTIMATE:

| TASK | CITY OF PALM DESERT | COUNTY OF RIVERSIDE | TOTAL |
|---|---------------------------|---------------------------|-------------------|
| Plans, Specs & Estimates, Environmental Clearance, Advertise & Award (10% of Construction Cost) | \$ 9,000 | \$ 41,000 | \$ 50,000 |
| Construction (including 10% contingency) | \$ 90,000 | \$ 406,000 | \$ 496,000 |
| Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost) | \$ 14,000 | \$ 61,000 | \$ 75,000 |
| TOTAL COSTS PER AGREEMENT | \$ 113,000 | \$ 508,000 | \$ 621,000 |

Note: Cost estimate includes labor, equipment, materials and soft costs.



Cahuilla Way Repaving Reimbursement Agreement w/Riverside County



Legend

- Circulation Network
- City Boundary

Streets

1: 12,108



Notes

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