



City Council Staff Report

Date: September 2, 2009

CONSENT CALENDAR

Subject: COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FOR CONSTRUCTION OF THE GENE AUTRY TRAIL UPRR BRIDGE WIDENING PROJECT (CITY PROJECT 01-04)

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

A Cooperative Agreement between Riverside County and the City of Palm Springs has been prepared that will allow the County to administer the construction phase of the Gene Autry Trail UPRR Bridge Widening Project (City Project 01-04).

RECOMMENDATION:

- 1) Approve the Cooperative Agreement between Riverside County and the City of Palm Springs for the Gene Autry Trail UPRR Bridge Widening Project (City Project 01-04); and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Riverside County, Lead Agency for the Palm Drive/Gene Autry Trail at Interstate-10 Interchange Project ("I-10 Project"), started the preliminary analysis and environmental phase of the I-10 Project on July 7, 1999. The first project schedule estimated start of construction for the I-10 Project by July 2001 and completion by September 2002. However, as the environmental phase progressed through Caltrans and the Federal Highway Administration ("FHWA"), the schedule continued to be delayed. The County's experience on the I-10 Project, and subsequently the City's experience on the Indian Canyon Drive I-10 Interchange Project, has been extremely frustrating pursuing project approvals from Caltrans and FHWA. Comments by Caltrans staff on the various studies, reports, plans and documents often led to continued delays, requiring revised documents and additional Caltrans comments, and so on. Ultimately, the County obtained environmental clearance on the I-10 Project on April 26, 2006.

ITEM NO. 2.G.

The I-10 Project replaces the existing Gene Autry Trail I-10 overpass with a new 6-lane bridge crossing, and extends the 6-lane roadway width south to the Salvia Road/Micro Place intersection which is being relocated approximately 100 feet south of its current location to accommodate the new eastbound on/off ramps. The I-10 Project originally planned to transition Gene Autry Trail from the new 6-lane width to match the existing 2-lane width at the north side of the Gene Autry Trail UPRR bridge. In addition, the I-10 Project will raise the existing profile of Gene Autry Trail by as much as 7 feet at the new Salvia Road/Micro Place intersection, predominantly due to the need to provide more clearance under the I-10 overpass.

Separately, the Public Works and Engineering Department began to plan for widening Gene Autry Trail between I-10 and Vista Chino to facilitate the widened Gene Autry Trail I-10 Interchange. The widening of Gene Autry Trail consists of two separate City projects: City Project 01-04 will widen Gene Autry Trail from two to six lanes from Salvia Road/Micro Place across the Union Pacific Railroad bridge; and City Project 02-03 widened Gene Autry Trail from two to four lanes through the Whitewater River and from two to six lanes between Vista Chino and Via Escuela. City Project 02-03 was completed in 2008.

The Public Works and Engineering Department was successful in obtaining a federal grant to widen the Gene Autry Trail bridge over the Union Pacific Railroad in the amount of \$4,340,000 and began the preliminary analysis and environmental phase of City Project 01-04 on May 16, 2003. The expectation was that City Project 01-04 would follow the County's construction of the I-10 Project, however, that expectation did not occur given the continued delays with the I-10 Project as the County coordinated with Caltrans for required approvals.

The City obtained environmental clearance on City Project 01-04 on May 18, 2006, at about the same time that the County obtained its environmental clearance on the I-10 Project. Subsequently, the City completed the final design of City Project 01-04, having to coordinate the design with the adjacent I-10 Project given the fact that City Project 01-04 overlaps the County's I-10 Project. The County's I-10 Project will be reconstructing Gene Autry Trail between the north side of the UPRR bridge, raising the road profile and transitioning from 6-lanes down to 2-lanes at the bridge. City Project 01-04 will be widening Gene Autry Trail from 4-lanes south of the bridge to 6-lanes at the bridge, extending the 6-lane width over the bridge and to the new Salvia Road/Micro Place intersection.

Although the design of City Project 01-04 was completed in 2008, and staff could have moved forward with its construction, in consultation with County staff it was determined that the overlap of the two projects presented several logistical issues. It was feared that having two separate projects under construction with overlapping areas of work would create too many challenges and the risk of one contractor's work impacting the other contractor's work prompted the County and City to consider combining the

County's I-10 Project with City Project 01-04 such that it would be bid and constructed by one contractor at the same time. This will also ensure that the construction is phased and traffic delays are coordinated and reduced. The benefits to delaying City Project 01-04 until the County was prepared to move forward with construction of the I-10 Project outweighed all of the challenges posed by the City advancing its own construction ahead of the County's.

In order to facilitate the County assuming the City's responsibility administering the construction phase of City Project 01-04, the County prepared a cooperative agreement that outlines the City's and County's respective responsibilities. Since the City is the Lead Agency on City Project 01-04, the City has the ultimate liability for 100% of all of the costs incurred by the County in administering the construction phase. The cooperative agreement simply memorializes the City's obligation to reimburse the County for all of its costs associated with City Project 01-04, and the County's obligations to ensure the efficient administration of City Project 01-04 in accordance with all applicable Caltrans rules and regulations relating to the federal grant that is funding a majority of the costs.

It is anticipated that the combining of the County and City project as one project will allow for greater economy of scale, and given the currently competitive bidding environment (some state highway projects recently bid have come in as much as 30% under the Engineer's Estimate), there is a good opportunity to realize significant savings.

FISCAL IMPACT:

The final estimated cost for the Gene Autry Trail UPRR Bridge Widening, City Project 01-04, is \$6,980,000. Using the standard 75% Regional Measure A / 25% Local Agency funding commitment, CVAG's share of the cost is estimated at \$5,235,000 and the City's share of the cost is estimated at \$1,745,000. However, the City's \$4,340,000 federal grant for City Project 01-04 more than offsets the City's share, providing an estimated "credit" of \$2,595,000 after applying the federal grant to the City's \$1,745,000 estimated share, which will be applied to the City's shares of the other Gene Autry Trail project and the I-10 Project costs.

The Cooperative Agreement requires that the City deposit \$630,000 (10% of the estimated construction cost of \$6,300,000) with the County prior to the County's award of the construction contract. Subsequently, the County will invoice the City for construction expenses as they are incurred by the County. As 100% of the City's share of City Project 01-04 is covered by the federal grant, ultimately the City will recover its expenses through reimbursement from CVAG and the federal grant.

Sufficient funds are available in Regional Measure A account 134-4497-50214 (Gene Autry RR Bridge) to cover the \$630,000 deposit with the County. All costs for this project will be covered by Regional Measure A and federal grant funds. No local Measure A or local General Funds will be required.

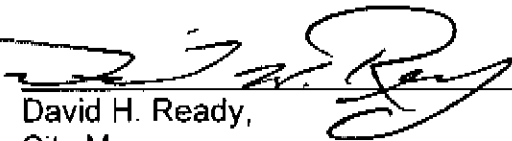
SUBMITTED:



David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager



David H. Ready,
City Manager

Attachments:

1. Cooperative Agreement

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF PALM SPRINGS

FOR ROADWAY IMPROVEMENT ON

GENE AUTRY TRAIL IN THE

CITY OF PALMS SPRINGS CITY LIMITS

This Agreement entered into this _____ day of _____, 2009, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Palm Springs, (hereinafter "CITY") for the provision of certain roadway improvements on Gene Autry Trail located within the jurisdictional boundaries of the CITY.

RECITALS

- A. CITY has determined that there is great need for the bridge and roadway improvements on Gene Autry Trail (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map).
- B. CITY desires to have the COUNTY take a lead role in incorporating the PROJECT with the COUNTY's Palm Drive/Gene Autry Trail Interchange Project at Interstate 10 in an interest to coordinate the construction of the projects and to reduce overall costs by processing the two separate projects as one project.
- C. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to construct the project.
- D. CITY desires to define herein the terms and conditions under which said 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:

SECTION 1 • 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

1 utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public
2 works construction contract necessary to construct PROJECT improvements that are located within the
3 jurisdictional boundaries of the CITY.. The estimated costs for CITY's improvements are provided in Exhibit
4 "B" attached hereto and incorporated herein. Any costs in excess of 10% of those set forth on Exhibit "B"
5 shall be approved in writing by the CITY prior to the COUNTY incurring said costs.

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- 7 2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to County for
8 review at appropriate stages of development. Final plans for improvements within the CITY's right of way
9 shall be signed by a Civil Engineer registered in the State of California. Deviations from standards shall be
10 coordinated with and approved by COUNTY. COUNTY shall not solicit construction bids until CITY has an
11 approved PS&E documents for the PROJECT.
- 12 3. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design
13 responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, CITY
14 shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or
15 removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting
16 utilities shall be denoted. CITY shall require the utility owner and/or its contractors performing the relocation
17 work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said
18 relocation work.
- 19 4. To prepare an environmental document and to obtain necessary environmental clearances in accordance
20 with the California Environmental Quality ACT (CEQA) and National Environmental Policy Act (NEPA).
- 21 5. To prepare and obtain railroad agreement for the construction of PROJECT over the Union Pacific Railroad
22 tracks.
- 23 6. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as
24 appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
- 25 7. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
26 contractor, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other
27 investigative activities required for preparation of the ED, PS&E or Construction of project.
- 28 8. To provide a representative to coordinate through the COUNTY's Resident Engineer during the construction
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1 of PROJECT and to verify that facilities are constructed in accordance with the approved PS&E documents as
2 required by this agreement. It is mutually understood that CITY personnel may observe and inspect all work
3 being done on Project, but shall provide any comments to COUNTY personnel who shall be solely
4 responsible for all communications with COUNTY contractor.

5 9. To pay any costs associated with the assistance of the preparation of the PS&E, advertising, awarding and
6 administering of the construction contract for the PROJECT retroactive to March 4, 2009.

7 10. To deposit with COUNTY, prior to award of the construction contract for the PROJECT, \$630,000, which is
8 ten percent (10%) of the total estimated PROJECT costs for which CITY is responsible for paying, as shown
9 on Exhibit "B" attached hereto. [The remaining balance will be paid to the COUNTY within 30 days of receipt
10 of COUNTY billing for a portion of the actual expenditures for the month and continue making such payments
11 on a monthly basis until completion of construction, capital and support activities for the PROJECT].

12 **SECTION 2 • COUNTY AGREES:**

13 1. To review the special provisions and specifications package.

14 2. To advertise, award and administer a public works contract for the construction of PROJECT in accordance
15 with all applicable laws, including but not limited to the local Agency Public Construction Code, the California
16 Labor Code, and in accordance with the permit issued by the Riverside County Transportation Department.

17 3. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for
18 the purposes of constructing PROJECT.

19 4. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
20 The Resident Engineer shall be a Licensed Civil Engineer. If the PROJECT plans and specifications are
21 prepared by a private engineering company, the Resident Engineer shall not be an employee of that
22 company. The Resident Engineer shall also be independent of the construction contractor.

23 5. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
24 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
25 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
26 inspection and staff services necessary to assure that the construction is performed in accordance with the
27 PS&E documents.

6. To construct PROJECT in accordance with approved PS&E documents.
7. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified material tester.
8. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount to CITY for review and approval prior to final authorization by COUNTY.
9. To furnish CITY a complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within sixty (60) days following the completion and acceptance of the PROJECT construction contract. CITY also desires electronic copies of completed plans if available. If electronic copies are provided it is requested that they be provided on CD-R media.
10. To 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 CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost of PROJECT is estimated to be \$ 6,300,000 as detailed in Exhibit "B".
2. COUNTY shall not be obligated to award a contract to construct PROJECT until after receipt of CITY's deposit as required in Section 2.
3. If upon opening of bids for construction of PROJECT and if the bids indicate a cost overrun of no more than 15% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the contract.
4. If upon opening of bids, it is found that a cost overrun exceeding fifteen percent (15%) 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), Section II, Article (1).

- 1 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be
2 commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has
3 been issued by CITY.
- 4 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
5 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily
6 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
7 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
8 policy shall be required which name the CITY, its officers, officials, agents and employees as additionally
9 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.
10 COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements which meet the
11 requirements of this section to CITY prior to the start of construction.
- 12 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
13 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
14 be necessary to transfer ownership.
- 15 8. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
16 PROJECT that are located outside of their respective right of way boundaries.
- 17 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
18 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
19 hereto.
- 20 10. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date
21 of final payment, all records and accounts relating to PROJECT.
- 22 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
23 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
24 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
25 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
26 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
27 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
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1 under this Agreement.

2 12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
3 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
4 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
5 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
6 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
7 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
8 this Agreement.

9 13. This agreement and the exhibits herein contain the entire agreement between the parties, and are intended
10 by the parties to completely state the agreement in full. Any agreement or representation respecting the
11 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
12 agreement, is null and void.

13 14. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
14 parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing
15 any standard of care with respect to the maintenance of roads different from the standard of care imposed by
16 law.

17 15. This agreement may be executed in one or more counterparts and when a counterpart shall have been
18 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
19 instrument.

20 16. This Agreement shall terminate upon completion of the PROJECT or upon mutual agreements of the parties.
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APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

_____ Dated: _____

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

JEFF STONE

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

Kecia Harper-Ihem

Clerk of the Board (SEAL)

CITY OF PALM SPRINGS Approvals

APPROVED AS TO FORM:

_____ Dated: _____

DOUGLAS C. HOLLAND

City Attorney

APPROVED BY:

_____ Dated: _____

DAVID H. READY

City Manager

ATTEST:

_____ Dated: _____

James Thompson

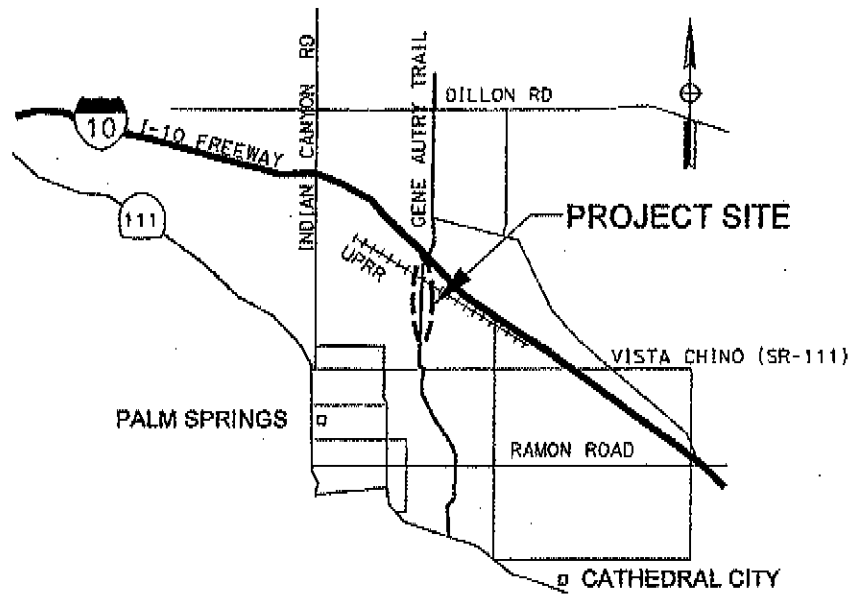
City Clerk (SEAL)

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**GENE AUTRY TRAIL WIDENING - CITY PROJECT NO. 01-04
PALM SPRINGS, CALIFORNIA**

FEDERAL PROJECT NO. RPMSTPL 5282(018)



VICINITY MAP
NO SCALE

EXHIBIT B • PROJECT COST ESTIMATE

TASK	CITY	COUNTY	TOTAL
Preliminary Survey	\$0	\$0	\$0
Plans, Specs & Estimate	\$50,000	\$0	\$50,000
Environmental	\$0	\$0	\$0
Utilities	\$0	\$0	\$0
Construction (Includes 10% Contingency)	\$5,500,000	\$0	\$5,500,000
Construction Engineering and Inspection	\$500,000	\$0	\$500,000
Construction Survey	\$250,000	\$0	\$250,000
TOTALS	\$6,300,000	\$0	\$6,300,000