

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: June 17, 2014

FROM:  KEN GREHM / PETER KRAATZ

SUBJECT: COOPERATIVE AGREEMENT BETWEEN PLACER COUNTY AND THE
NORTHSTAR CALIFORNIA RESORT

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works to enter into a cooperative agreement, with County Counsel's and Risk Management's review, with Northstar California Resort for work associated with the Northstar Roundabout Modification Project in the amount of \$18,470 to be paid for by Northstar California Resort, Construction Contract No. 1158. There is no net County cost.

BACKGROUND / SUMMARY

The Northstar Roundabout Modification Project is located on Northstar Drive between State Route 267 and the Northstar Village. The roundabout accommodates village traffic during winter ski season, as well as residential and commercial traffic accessing Big Springs Drive and Highlands View Road. The Northstar Drive roundabout was originally constructed in 2006. Currently, the Northstar Roundabout is unable to fully accommodate winter peak hour traffic due to high volumes and the inability of the roundabout to properly circulate traffic. In addition, the roundabout cannot accommodate certain turning movements from the north leg entrance. The roundabout modifications include adding a second eastbound entry lane and removing a westbound entrance lane (two to one lane) so that conflicts within the roundabout are eliminated.

As part of implementing the project, Northstar California Resort is considered fiscally responsible for construction contract items including relocation of an existing light pole in the county right of way, and the Resort's desire to have recessed striping on Northstar Drive between the roundabout intersections and State Route 267. Recessed striping is not a road feature that the County provides, and therefore, the Resort has agreed to pay for this improvement.

ENVIRONMENTAL

This action is not a project as defined in Section 21065 of the California Environmental Quality Act (CEQA), and therefore is exempt from CEQA, because this project does not commit the County to any definite course of action that could impact the physical environment.

FISCAL IMPACT

The total cost of project improvements to be paid for by Northstar California Resort is estimated to be \$18,470 as articulated in the attached cooperative agreement. There is no net County cost.

Attachments:

- Resolution
- Location Map
- Draft Cooperative Agreement

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION AUTHORIZING
THE DIRECTOR OF PUBLIC WORKS TO ENTER
INTO A COOPERATIVE AGREEMENT WITH THE
NORTHSTAR CALIFORNIA RESORT

Resol. No. _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer
at a regular meeting held on _____ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes the Director of Public Works to enter into a cooperative agreement with Northstar California Resort for work associated with the Northstar Roundabout Modification Project, Construction Contract No. 1158, and in which Northstar California Resort reimburses Placer County for four (4) items of work totaling \$18,470.

OREGON



PROJECT LOCATION

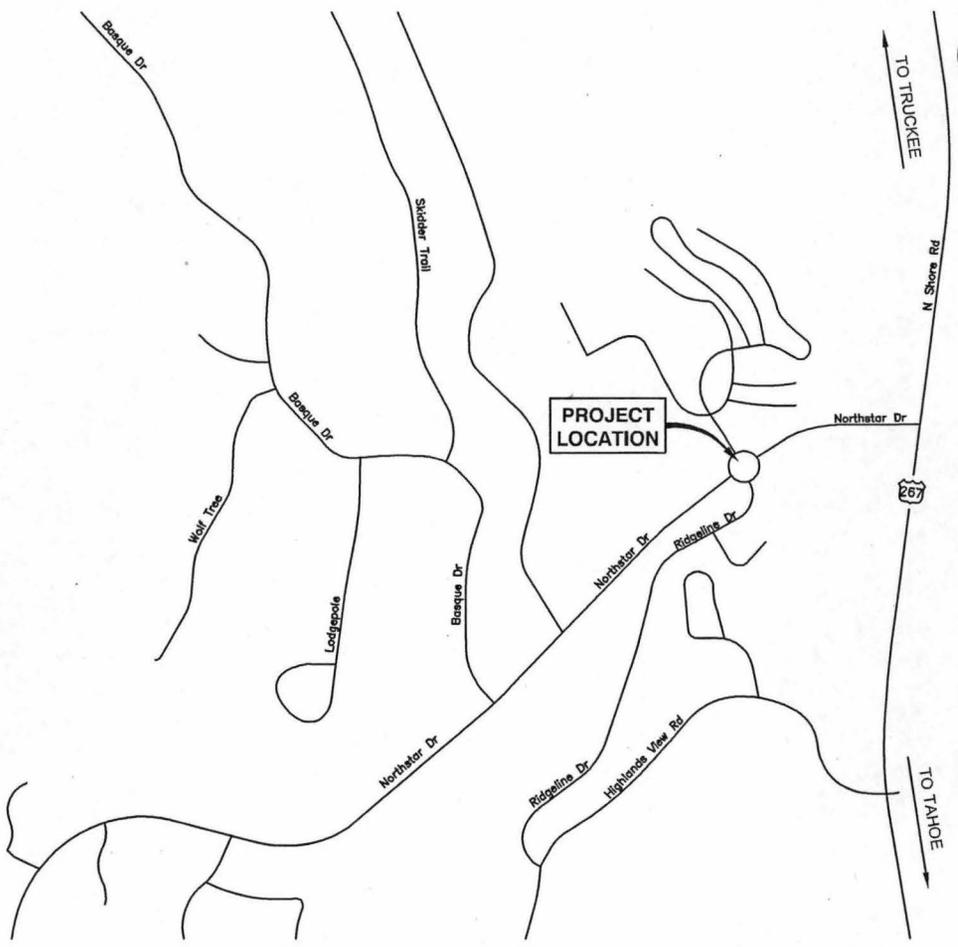
NEVADA

CALIFORNIA

ARIZONA

VICINITY MAP

NTS



PROJECT LOCATION

TO TRUCKEE

N Shore Rd

267

TO TAHOE

LOCATION MAP

NTS

DRAFT

COOPERATIVE AGREEMENT PLACER COUNTY AND NORTHSTAR CALIFORNIA RESORT CONSTRUCTION OF THE NORTHSTAR ROUNDABOUT MODIFICATION PROJECT

This agreement is made and entered into this _____ day of _____, 20____ between the County of Placer, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Northstar California Resort, hereinafter referred to as RESORT.

RECITALS

WHEREAS, the COUNTY is undertaking a project to construct highway and ancillary improvements to the Northstar Roundabout on Northstar Drive; (Construction Contract No. 1158) herein after referred to as PROJECT; and

WHEREAS, the RESORT desires to have recessed traffic striping within the COUNTY right-of-way in lieu of traditional traffic striping; and

WHEREAS, the COUNTY and the RESORT agree that it is advantageous to perform the RESORT work concurrently with the PROJECT; and

WHEREAS, the work is defined as recessed striping starting at approximately Station 2+00 and tying into the PROJECT recessed striping at approximately Station 8+85, being approximately 3,470 linear feet of 4 inch wide and 200 linear feet of 8 inch wide recessed thermoplastic traffic striping and approximately 250 square feet painted of pavement markings; and

WHEREAS, the work is defined as removal and replacement of one (1) streetlight; and removal and replacement of one (1) fire hydrant in the vicinity of the roundabout.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The COUNTY will prepare and provide the construction documents (plans and specifications) to the RESORT, such that the RESORT can use these documents as a basis for reviewing and approving the work. Upon completion of the PROJECT, the COUNTY will provide as-built plans to the RESORT in Adobe PDF format.
2. The RESORT acknowledges receipt of and approves the PROJECT plans provided on March 31, 2014 in regards to RESORT work described therein, and consents to the use of those plans for the PROJECT.

3. The parties agree and acknowledge that COUNTY has prepared the bid and construction contract documents for the PROJECT and included the approved RESORT work and related plans and specifications; and further that the COUNTY advertised, received bids, and awarded a contract for the PROJECT.
4. RESORT shall reimburse to COUNTY 100 percent (100%) of the RESORT work bid items as shown on Exhibit A. Reimbursement for construction costs will be based on the bid prices of the contractor awarded the construction contract by the COUNTY. The RESORT shall pay the COUNTY 100 percent (100%) of the RESORT share of the PROJECT costs within 30 calendar days upon receipt of invoice from the County following notification by the COUNTY that the Notice of Completion has been issued.
5. The COUNTY shall pay all costs associated with the design and preparation of the bid documents that include the RESORT work.
6. The COUNTY will provide construction inspection of the RESORT's work at no cost to the RESORT.
7. The RESORT shall be responsible for 100 percent (100%) of all approved change orders, delays, and extra work directly related only to the RESORT work incurred by the contractor. COUNTY will be responsible for all other PROJECT-related change orders, delays, and extra work incurred by the contractor. The RESORT and COUNTY will jointly work to negotiate change orders and claims with the contractor to resolve any claims directly related to the RESORT work in a timely manner, provided that neither the COUNTY nor the RESORT shall agree to the resolution of the disagreements without the other's approval. In the event agreement cannot be reached related to active, ongoing work within one (1) working day of presentation of a request for direction, change order, or claim, the COUNTY reserves the right to proceed on a force account basis. The RESORT will not unnecessarily delay progress of work or hold up final contract acceptance of the project during the period of closeout.
8. The RESORT shall bear no responsibility for contractor- or COUNTY-caused delays on work other than those directly related to only the RESORT work. The RESORT will not unnecessarily delay progress of work within the State/COUNTY right-of-way or delay notification of completion of RESORT work. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this Agreement shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.

9. Except as otherwise provided by Section 10 below, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from the PROJECT, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be apportioned between the parties hereto according to the proration of costs of the affected bid items as indicated in Exhibit A. In the event of disagreement concerning the proper apportionment of any claim resolution costs related to the affected items of work identified in Exhibit A, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this Agreement.
10. RESORT agrees to save harmless and indemnify the COUNTY from any liability, claim, or demand which may be made by any person resulting from the negligence of RESORT in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against COUNTY resulting from such negligence of RESORT, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of COUNTY in its performance of the terms of this Agreement.
11. COUNTY agrees to save harmless and indemnify the RESORT from any liability, claim, or demand which may be made by any person resulting from the negligence of COUNTY in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against RESORT resulting from such negligence of COUNTY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of RESORT in its performance of the terms of this Agreement.
12. It is agreed that RESORT and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to, not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability, and One Million Dollars (\$1,000,000) Workers' Compensation.
13. This Agreement shall terminate after the PROJECT has been completed to the satisfaction of RESORT and accepted by the Placer County Board of Supervisors. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the COUNTY or RESORT from enforcing any rights against, or seeking damages from, the contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PLACER COUNTY, a political
subdivision of the State of California

NORTHSTAR CALIFORNIA RESORT,
a private company

By: _____
Ken Grehm, Director
Department of Public Works

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

By: _____
Resort Counsel

Date: _____

Date: _____

Attachment:
Exhibit A

EXHIBIT A

COOPERATIVE AGREEMENT
 PLACER COUNTY AND NORTHSTAR CALIFORNIA RESORT
 CONSTRUCTION OF THE NORTHSTAR ROUNDABOUT MODIFICATION PROJECT

| Item No. | Description | Unit of Measure | Quantity | Estimated Unit Price | Estimated Price | Bid Unit Price | Bid Total Price |
|----------|--|-----------------|----------|----------------------|-----------------|----------------|--------------------|
| 19 | Relocate Light Pole | EA | 1 | \$ 5,00.000 | \$ 5,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 51 | 4 Inch Recessed Thermoplastic Traffic Stripe | LF | 3,470 | 4.00 | 13,880.00 | 3.00 | 10,410.00 |
| 52 | 8 Inch Recessed Thermoplastic Traffic Stripe | LF | 200 | 6.00 | 1,200.00 | 5.80 | 1,160.00 |
| 53 | Paint Pavement Markings | SF | 250 | 3.00 | 750.00 | 3.60 | 900.00 |
| | | | | | | TOTAL | \$18,470.00 |

404