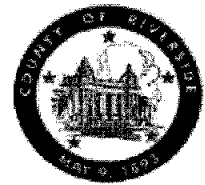


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

748A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 16, 2010

SUBJECT: Cooperative Agreement with Eastern Municipal Water District for the Construction of a 24 Inch Water Pipeline, as part of the Goetz Road Improvements, Canyon Lake Area.

RECOMMENDED MOTION: Approve the "Cooperative Agreement for the Construction of 24" Water Line, from Newport Road to 900 feet north of Normandy Road" and authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND: By Agenda Item No. 3.51 of October 19, 2010, the Board of Supervisors awarded the contract for the construction of the Goetz Road improvements, from Newport Road to Normandy Road, within the cities of Canyon Lake and Menifee. The Eastern Municipal Water District intends to install domestic water pipeline facilities in Goetz Road within the project limits,

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 455,223	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Eastern Municipal Water District (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL L. VICTOR
DATE: 11/16/10

Dept' Recomm.: Policy Consent

Per Exec. Ofc.: Policy Consent

Prev. Agn. Ref. 10/19/10 (3.51) | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.62

The Honorable Board of Supervisors

RE: Cooperative Agreement with Eastern Municipal Water District for the Construction of a 24 Inch Water Pipeline, as part of the Goetz Road Improvements, Canyon Lake Area.

November 16, 2010

Page 2 of 2

and has requested the County to include the work in its construction contract.

The awarded contract includes items of work for the installation of the Eastern Municipal Water District facilities. All costs for the Eastern Municipal Water District work will be borne by the Eastern Municipal Water District.

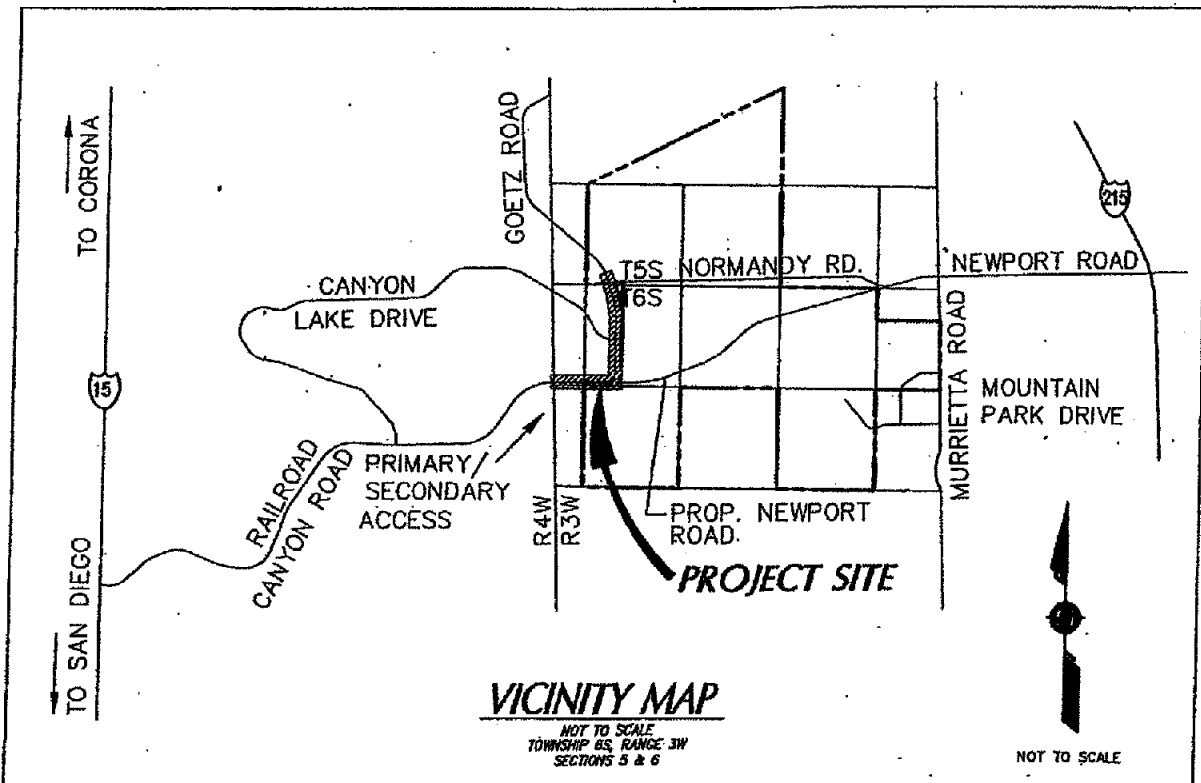
The Eastern Municipal Water District has executed the submitted agreement, which has been reviewed and approved by County Counsel.

Project No. B8-0643.

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

GOETZ ROAD & NEWPORT ROAD COMPLETION PLANS

STREET, BRIDGE, STREET WIDENING, DRAINAGE, WATERLINE, RECLAIMED WATERLINE
RECYCLED WATER, GRADING, AND COMPLETION OF IMPROVEMENTS
LIMITS - "NEW" NEWPORT ROAD TO APPROX. 900' NORTH OF
"OLD" NEWPORT ROAD (NORMANDY ROAD)
PROJECT NO. B8 - 0643



Contract No. 10-10-006
Riverside Co. Transportation

**COOPERATIVE AGREEMENT FOR THE
CONSTRUCTION OF 24" WATER LINE**

FROM NEWPORT ROAD TO 900 FEET NORTH OF NORMANDY ROAD

This Agreement is made and entered into this ____ day of _____, 2010, by and between Eastern Municipal Water District (hereinafter, "District"), a public water agency, and the **County of Riverside**, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, County is the lead agency to construct road and bridge improvements on Goetz Road and Newport Road in the City of Canyon Lake and in the City of Menifee (hereinafter "Project"), and

WHEREAS, District desires for County to include the construction of a new 24" water pipeline, in the construction contract for Project at the expense of District; and

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto and by this reference incorporated herein, is to set forth the financial and other arrangements between County and District for the construction of District's facilities.

NOW THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. PROJECT DESCRIPTION

Construction of a 24" water pipeline located within County's project area as shown on the project improvement plans, on file with the County and described in Exhibit "A" attached.

2. FINANCIAL PARTICIPATION

The total estimated cost for the construction of the new District facilities is \$455,223 as described in Exhibit "A". It is mutually understood that this estimate does not include costs for construction inspection by the District's inspector, or incidental costs.

In the event that changes made during construction require additional work related to District facilities to be performed, that additional work shall be financed by the District. Improvements to District facilities, which District has requested to be included in County's construction contract as described in Exhibit "A", will be constructed at the sole expense of District, including contract administration expenses.

District shall deposit with the County the amount of ninety percent (90%) of the actual bid amount, after bid opening and approved by the District and no later than 30 days after District's receipt of County's invoice.

Upon completion of all project work, County shall calculate all final costs incurred to the project and shall submit to District a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by District, and the total sum remaining due from District, if any. Any sum remaining unpaid shall be paid by District within sixty (60) calendar days from the date of submission of final statement by County. Any amounts due to District shall be paid by County within sixty (60) calendar days from date of the final statement.

If the total project costs exceed the estimated total project cost, as shown on Exhibit "A", by an amount greater than 25%, an amendment to this agreement shall be executed by both parties.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

District shall prepare detailed construction plans, specifications and cost estimate for that portion of the construction project involving new construction of District's facilities. County shall utilize District's plans and specifications in County's project. All costs incurred for preparation of said construction plans and specifications will be solely financed by District in accordance with Section 2. above. District shall submit draft plans and specifications to County and County's design engineer for review and conformance with design of Project.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

District has elected to have its new improvements constructed by the County's contractor. The construction bid package shall identify District's facilities as separate bid items. The County's basis for the determination of the *low responsive bid* is the *lowest responsive and responsible bid* for the sum of all Bid Schedules, including alternate bid schedules. Upon receipt of the bids and determination of the lowest responsive, responsible bid, County shall notify District of its identified portion of the construction costs and request District to provide written authorization to County to award the contract to include construction of District's facilities. District shall notify County of its decision no later than ten (10) working days after District's

receipt of bid selection from County. If District informs County in writing that it does not approve award of District's work, then District can decide not to pursue the work or agrees to do work with its own or contract forces so as to not delay construction schedule of County.

5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All District facilities furnished, constructed and installed by County's contractor shall be installed in strict compliance with District's plans and specifications. In the event that District elects to do work with its own forces, a reasonable construction window will be provided by the County for the work to be completed by the District, to be mutually agreed upon. All materials furnished by County's contractor shall conform to District's approved material list. Any and all deviations from said plans and specifications shall be approved by District, in writing, prior to being made. Change orders involving District facilities will not be implemented by the County without District's prior written approval. However, District agrees that County's Engineer may order additional work, in advance of receipt of written authorization from District, if the Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either County or District. County's Engineer shall endeavor to obtain prior verbal approval prior to ordering such urgently needed additional work. County's Engineer shall notify District immediately after ordering urgently needed additional work.

District shall be responsible to inspect the furnishing and installation of all District facilities and the performance of the involved work by County's contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's resident engineer. County Engineer shall enforce the contract provisions which shall require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's contractor without cost to District. It is mutually understood that the construction contract is between County and its Contractor, and that communication and cooperation must be maintained between County's Engineer and District's Inspector. County will not provide inspection to Owner's Improvements except as it may affect construction of Project.

All inspection costs incurred by District will be solely financed by District in accordance with Section 2. above, Exhibit "A" and the additional provisions of this agreement. Contract administration costs attributable to District facilities shall be borne in accordance with Section 2, and shall be a fixed amount of 5% of the bid prices as specified on Exhibit "A". Administrative costs shall include costs for coordination, insertion of District prepared plans and specifications in County bid documents, bidding, preparation of contracts, administration of contract, and other tasks associated with the administration of improvements of District.

Trench backfill materials testing costs attributable to District facilities shall be the responsibility of District, and shall be a fixed amount of 5% of the actual bid prices, as shown on Exhibit "A".

Survey costs attributable to District facilities shall be the responsibility of District, and shall be a fixed amount of 5% of the bid actual prices, as shown on Exhibit "A".

County and District agree that the estimate for administrative, trench backfill materials testing and survey costs shall be the final costs based on the actual alternate bid amount, and that an actual accounting of costs would be burdensome.

6. RECIPROCAL INDEMNIFICATION

District and County each hereby agree to indemnify, defend, save and hold harmless the other party and their respective officers, agents, servants and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of such indemnifying party, arising or alleged to arise in connection with such party's duties and obligations hereunder.

7. COUNTY TO PROVIDE INSURANCE

For the period during which County or its contractor(s) controls the job site, County will provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering District's officers, employees and agents as additional insured.

8. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

9. NOTICES

Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1st Class postage prepaid and addressed as follows:

COUNTY OF RIVERSIDE
Transportation Department
P.O. Box 1090
Riverside, CA 92502
Attn: Juan C. Perez, Director

Eastern Municipal Water
District (EMWD)
P.O.Box 8300
Perris, Ca 92572-8300
Att: Severino Mendoza,
Senior Civil Engineer

Notice shall be deemed given 3 days after deposit is in the mail.

10. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by the County and District and by execution by their respective authorized representatives.

11. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single agreement. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.


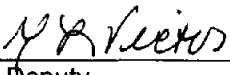
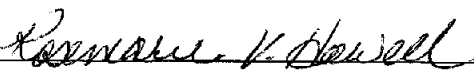

<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p></p> <p>_____ Juan C. Perez Director of Transportation</p> <p>Dated: <u>11/9/10</u></p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By: <u> 11/16/10</u> Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By: _____ Chairperson, Board of Supervisors</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>Kecia Harper - Ithem Clerk of the Board</p> <p>By: _____ Deputy</p>
<p>DISTRICT APPROVALS</p> <p>ATTEST:</p> <p>By: <u></u></p>	<p>DISTRICT</p> <p>By: <u></u></p>

EXHIBIT "A"

COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF 24" WATER LINE

FROM NEWPORT ROAD TO 900 FEET NORTH OF NORMANDY ROAD

Work requested by Eastern Municipal Water District

<u>Improvement</u>	<u>Estimated Cost</u>
Construction of 1349 feet of a new 24" water pipeline and associated cost	\$379,351
Construction backfill materials testing cost (fixed) (5%)	18,968
Survey cost (fixed) (5%)	18,968
Administrative cost (fixed) (5%)	18,968
Construction Contingencies (5%)	18,968
Total estimated cost	455,223
Deposit amount (90%)	\$409,701

Note:

Estimated cost of construction is consistent with bids received by the County of Riverside from the apparent low bidder.