

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

618B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
August 16, 2011

SUBJECT: El Cerrito Channel Improvements
Project No. 2-0-00110
Cooperative Agreement

RECOMMENDED MOTION:

Approve the Agreement between the District, the Riverside County Transportation Department (County), and the Redevelopment Agency for Riverside County (Agency); and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which the Agency will realign and reconfigure a segment of the District's existing El Cerrito Channel as part of its street improvements project. Upon completion of construction and transfer of the necessary rights of way, the District will assume ownership, operation and maintenance responsibilities of project's drainage facilities. (Continued on Page 2).

Steve Thomas

FOR **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$2,900,000	In Current Year Budget:	Yes
	Current F.Y. District Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	2011-2012

SOURCE OF FUNDS:

25120 947420 527980 – Zone 2 Construction/Maintenance/Misc. - Contracts

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Alex Gann*
Alex Gann

FISCAL MANAGER APPROVED
WARREN D. WILLIAMS
8/2/2011
WARREN D. WILLIAMS

FORM APPROVED COUNTY COUNSEL 2/1/11
BY: *Neal R. Kipnis*
NEAL R. KIPNIS
DATE

Departmental Concurrence

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

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11.10

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: El Cerrito Channel Improvements
Project No. 2-0-00110
Cooperative Agreement

SUBMITTAL DATE: August 16, 2011
Page 2

BACKGROUND:

The County will, upon completion, assume the ownership, maintenance and operation responsibilities for the project drainage facilities' appurtenances.

County Counsel has approved the Agreement as to legal form. A companion item appears on the County's and the Agency's agenda this same date.

FINANCIAL:

District's total contribution for the project shall not exceed \$2,900,000. Sufficient funds are included in the District's Zone 2 construction budget for FY 2011-12.

KEC:blj

COOPERATIVE AGREEMENT
El Cerrito Channel Improvements
(Project No. 2-0-00110-05)

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3 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
4 CONSERVATION DISTRICT, hereinafter called "DISTRICT", the RIVERSIDE COUNTY
5 TRANSPORTATION DEPARTMENT, hereinafter called "COUNTY", and the
6 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called
7 "AGENCY", hereby agree as follows:
8

9 RECITALS

10 A. AGENCY has budgeted for and caused to be prepared the necessary plans
11 and specifications to construct certain street improvements as part of its El Cerrito Road
12 improvement project, hereinafter called "STREET IMPROVEMENTS", located in the
13 unincorporated El Cerrito area of western Riverside County; and
14

15 B. AGENCY has also budgeted for and caused to be prepared the necessary
16 plans and specifications to construct certain storm drain improvements as part of its El Cerrito
17 Road improvement project, hereinafter called "DISTRICT DRAINAGE FACILITIES".
18 Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction or
19 relocation of certain catch basins, laterals and connector pipes located within COUNTY held
20 easements or rights of way, hereinafter called "APPURTENANCES"; and
21

22 C. Together, STREET IMPROVEMENTS, DISTRICT DRAINAGE
23 FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and
24

25 D. The proposed DISTRICT DRAINAGE FACILITIES shall consist of the
26 realignment and reconfiguration of approximately 2,267 lineal feet of an existing open channel
27 to an underground storm drain system to be located beneath STREET IMPROVEMENTS, as
28 shown in concept in red on Exhibit "A" attached hereto and made a part hereof. DISTRICT will

1 benefit from the construction of DISTRICT DRAINAGE FACILITIES through reduced
2 maintenance costs and improved traffic safety; and

3 E. DISTRICT wishes to provide a financial contribution as set forth herein in
4 support of AGENCY'S efforts to include the construction of DISTRICT DRAINAGE
5 FACILITIES and associated APPURTENANCES as part of AGENCY'S construction of
6 STREET IMPROVEMENTS; and

7
8 F. DISTRICT has included a sum of two million, nine hundred thousand
9 dollars (\$2,900,000) in its Fiscal Year 2011-12 construction budget, hereinafter called
10 "DISTRICT TOTAL CONTRIBUTION" for the purpose of contributing funds to the
11 DISTRICT DRAINAGE FACILITIES and associated APPURTENANCES; and

12 G. DISTRICT'S financial contribution toward AGENCY'S actual construction
13 cost for DISTRICT DRAINAGE FACILITIES and APPURTENANCES is based on the
14 specific cost-share percentages for each item as set forth in Exhibit "C", attached hereto and
15 made a part hereof; and

16
17 H. DISTRICT is also willing to contribute up to one hundred and seven
18 thousand dollars (\$107,000) toward AGENCY'S actual engineering cost for DISTRICT
19 DRAINAGE FACILITIES and APPURTENANCES provided the DISTRICT TOTAL
20 CONTRIBUTION does not exceed a total sum of two million nine hundred thousand dollars
21 (\$2,900,000); and

22
23 I. DISTRICT is also willing to make an initial contribution to AGENCY,
24 hereinafter called "INITIAL CONTRIBUTION", of an amount based on the lesser of (i) the
25 aggregated total of the Engineer's estimated amounts for the subject bid items as shown in
26 Exhibit "C" or (ii) the aggregated total of the Contractor's actual bid amount for the subject bid
27 items as shown in Exhibit "C"; and

28

1 J. The purpose of this Agreement is to memorialize the mutual understandings
2 by and amongst AGENCY, COUNTY and DISTRICT with respect to the construction,
3 ownership, operation and maintenance of PROJECT, and the payment of DISTRICT
4 contribution; and

5 K. AGENCY awarded the construction contract for the PROJECT on June 28,
6 2011 and has secured all other funding necessary to complete AGENCY's obligations to
7 construct the PROJECT.
8

9 L. It is in the best interest of the public to proceed with construction of
10 PROJECT at the earliest possible date.

11 NOW, THEREFORE, the parties hereto mutually agree as follows:

12 SECTION I

13 AGENCY shall comply with and complete all necessary actions to comply with
14 the following:

15 1. Pursuant to CEQA, assume lead agency role and responsibility for
16 preparation, circulation, and adoption of all necessary and appropriate CEQA documents
17 pertaining to the construction, operation and maintenance of PROJECT.
18

19 2. Prepare or cause to be prepared, plans and specifications for PROJECT,
20 hereinafter called "PROJECT IMPROVEMENT PLANS", including separate plans and
21 specifications for DISTRICT DRAINAGE FACILITIES and APPURTENANCES, hereinafter
22 called "DRAINAGE PLANS" and separate plans for street improvements, hereinafter called
23 "STREET PLANS", in accordance with DISTRICT and COUNTY standards, and submit to
24 DISTRICT and COUNTY for their review and approval prior to awarding a public works
25 construction contract for PROJECT.
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1 3. Obtain at its sole cost and expense, all necessary licenses, agreements,
2 permits, approvals, rights of way, rights of entry and temporary construction easements as may
3 be necessary to construct, operate and maintain PROJECT except as otherwise provided herein.

4 4. Furnish DISTRICT with copies of all permits, approvals or agreements as
5 may be required by any Federal or State resource and/or regulatory agency for the construction,
6 operation and maintenance of PROJECT. Such documents include but are not limited to those
7 issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board
8 and State Water Resources Control Board.

9 5. Advertise, award and administer a public works PROJECT construction
10 contract.

11 6. Provide DISTRICT and COUNTY with written notice that AGENCY has
12 awarded a construction contract for PROJECT. The written notice shall include the Contractor's
13 actual bid amounts for items covered in Exhibit "C".

14 7. Prior to commencing PROJECT construction, schedule and conduct a
15 mandatory pre-construction meeting between AGENCY, AGENCY'S construction manager,
16 AGENCY'S construction contractor(s), DISTRICT, COUNTY and other affected entities.
17 AGENCY shall notify DISTRICT (Attention: Contract Administration Section) and COUNTY
18 (Attention: Transportation Department) in writing at least twenty (20) days prior to conducting
19 the pre-construction meeting.

20 8. Prior to commencing PROJECT construction, furnish DISTRICT with final
21 mylar DRAINAGE PLANS and assign ownership of DRAINAGE PLANS to DISTRICT.

22 9. Construct or cause to be constructed, PROJECT pursuant to an AGENCY
23 administered construction contract, in accordance with DISTRICT and COUNTY approved
24

1 IMPROVEMENT PLANS, and pay all costs associated therewith subject to those
2 reimbursements as set forth herein.

3 10. Inspect PROJECT construction or cause PROJECT'S construction to be
4 inspected by its construction manager.

5 11. Furnish or cause its construction manager to furnish, all construction survey
6 and materials testing services necessary to construct PROJECT.

7 12. Not permit (i) any change to, or modification of, the DISTRICT approved
8 DRAINAGE PLANS without the prior written permission and consent of DISTRICT and (ii)
9 not permit any change to, or modification of, the COUNTY approved STREET PLANS without
10 the prior written permission and consent of the COUNTY Transportation Department.

11 13. Not approve any change order(s) involving the construction of DISTRICT
12 DRAINAGE FACILITIES and APPURTENANCES without the prior written approval of
13 DISTRICT. In the event that the DISTRICT is not afforded an opportunity to approve or reject
14 such change order(s) prior to AGENCY'S commencement of such change order(s), then
15 AGENCY shall be deemed to have agreed to have such change order(s) performed at its sole
16 cost and expense.

17 14. Require its principal PROJECT construction contractor(s) to procure and
18 maintain comprehensive liability insurance which shall protect DISTRICT and County of
19 Riverside from claims for damages for personal injury, including accidental or wrongful death,
20 as well as from claims for property damage, which may arise from AGENCY'S construction of
21 PROJECT or the performance of its obligations hereunder, whether such construction or
22 performance be by AGENCY, the aforementioned construction contractor(s), or any
23 subcontractors to said construction contractor(s), or by anyone employed directly or indirectly
24 by said construction contractor(s) or subcontractors. Such insurance shall provide for coverage
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1 limits of not less than two million dollars (\$2,000,000) per occurrence and shall name
2 DISTRICT and County of Riverside as additional insureds with respect to this Agreement and
3 the obligations of AGENCY hereunder. Said insurance coverage shall be provided by an
4 insurance company licensed to transact insurance business in the State of California, having an
5 A.M. Best rating of A:VIII (A:8) or better, and shall be evidenced by a certificate (or
6 certificates) of insurance indicating that the insurance is in full force and effect and that
7 DISTRICT and County of Riverside are named as additional insureds. Said certificate(s) of
8 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written
9 notice shall be provided to DISTRICT and COUNTY prior to any modification, cancellation, or
10 reduction in coverage of said insurance.
11

12 Prior to AGENCY issuing a Notice to Proceed to its construction
13 contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing
14 the required insurance coverage shall be provided to DISTRICT and COUNTY.
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16 15. Require its construction contractor(s) to comply with all Cal/OSHA safety
17 regulations including regulations concerning confined space and maintain a safe working
18 environment for all AGENCY, DISTRICT and COUNTY employees on the site.

19 16. Require its construction contractor to furnish DISTRICT (Attention:
20 Contract Administration Section) a confined space procedure specific to PROJECT. The
21 procedure shall comply with requirements contained in California Code of Regulations, Title 8,
22 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined
23 Space and District confined Space Procedures, SOM-18. The procedure shall be provided to
24 DISTRICT no less than twenty (20) days prior to requesting that DISTRICT perform a final
25 inspection for acceptance of PROJECT. The procedure shall be reviewed and approved by
26 DISTRICT prior to conducting the final inspection.
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1 17. Within two (2) weeks of completing PROJECT construction, provide
2 DISTRICT (Attention: Contract Administration Section) and COUNTY (Attention:
3 Transportation Department) with written notice that PROJECT construction is substantially
4 complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE
5 FACILITIES and COUNTY conduct a final inspection of APPURTENANCES and STREET
6 IMPROVEMENTS. Further, it is mutually understood by the parties hereto that prior to
7 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
8 DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a
9 satisfactorily maintained condition as solely determined by DISTRICT. Further, it is mutually
10 understood by the parties hereto that, prior to COUNTY acceptance of ownership and
11 responsibility for the operation and maintenance of APPURTENANCES and STREET
12 IMPROVEMENTS, said improvements shall be in a satisfactorily maintained condition as
13 solely determined by COUNTY.
14

15 18. Upon completion of PROJECT construction but prior to DISTRICT'S
16 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
17 provide or cause its construction manager to provide DISTRICT with appropriate
18 documentation necessary to establish that DISTRICT DRAINAGE FACILITIES were
19 constructed in accordance with the approved DRAINAGE PLANS.
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21 19. Upon completion of PROJECT construction but prior to DISTRICT'S
22 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
23 provide or cause its civil engineer of record or construction civil engineer of record, duly
24 registered in the State of California, to provide DISTRICT with redlined "RECORD
25 DRAWINGS" of DRAINAGE PLANS. After DISTRICT approval of the redlined "RECORD
26 DRAWINGS", AGENCY'S engineer shall schedule with DISTRICT a time to transfer the
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1 redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the
2 engineer shall review, stamp and sign DRAINAGE PLANS "RECORD DRAWINGS".

3 20. Assume ownership and sole responsibility for PROJECT until such time as
4 DISTRICT accepts ownership and responsibility for DISTRICT DRAINAGE FACILITIES and
5 COUNTY accepts ownership and responsibility for APPURTENANCES and STREET
6 IMPROVEMENTS as set forth herein.

7 21. Upon completion of PROJECT construction and settlement of any
8 outstanding claims, provide DISTRICT with a copy of the AGENCY's recorded Notice of
9 Completion and a final accounting of construction costs for DISTRICT approved DISTRICT
10 DRAINAGE FACILITIES and APPURTENANCES. The final accounting of construction cost
11 shall be limited to the bid items and its specific cost-share percentages as set forth in Exhibit
12 "C". The final accounting of construction costs shall include a detailed breakdown of all costs,
13 including but not limited to payment vouchers, DISTRICT approved change orders and other
14 such construction contract documents as may be necessary, to establish the DISTRICT'S share
15 of actual cost of construction for DISTRICT approved DISTRICT DRAINAGE FACILITIES
16 and APPURTENANCES.

17 22. If the DISTRICT'S share of actual construction costs as established in
18 Section I.21 is greater than the DISTRICT'S INITIAL CONTRIBUTION, submit an invoice to
19 DISTRICT (Attention: Chief of Planning Division) for the difference between the DISTRICT'S
20 share of actual construction costs and DISTRICT'S INITIAL CONTRIBUTION up to a
21 maximum DISTRICT TOTAL CONTRIBUTION of two million nine hundred thousand dollars
22 (\$2,900,000).

23 23. If the DISTRICT'S INITIAL CONTRIBUTION plus DISTRICT'S share of
24 final construction cost of DISTRICT DRAINAGE FACILITIES and APPURTENANCES as
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1 established in Section I.21 is less than two million nine hundred thousand dollars (\$2,900,000),
2 submit an invoice to DISTRICT (Attention: Chief of Planning Division) for an additional
3 amount of up to one hundred and seven thousand dollars (\$107,000) toward AGENCY'S actual
4 engineering costs for DISTRICT DRAINAGE FACILITIES and associated
5 APPURTENANCES provided DISTRICT TOTAL CONTRIBUTION will not exceed two
6 million nine hundred thousand dollars (\$2,900,000). The invoice shall include a detailed
7 breakdown of all costs, including but not limited to payment vouchers, DISTRICT approved
8 change orders and other such documents as may be necessary, to establish the actual cost of
9 engineering for DISTRICT approved DISTRICT DRAINAGE FACILITIES and
10 APPURTENANCES.
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12 24. Refund to DISTRICT, prior to DISTRICT acceptance of DISTRICT
13 DRAINAGE FACILITIES for operation and maintenance, any unexpended portions of
14 DISTRICT'S INITIAL CONTRIBUTION as set forth herein. DISTRICT'S INITIAL
15 CONTRIBUTION shall be used by AGENCY solely for the construction and engineering costs
16 associated with DISTRICT DRAINAGE FACILITIES and APPURTENANCES and shall be
17 authorized in accordance with the following priority: (i) the actual construction cost limited to
18 the bid items and their specific cost-share percentages as set forth in Exhibit "C", (ii) any
19 DISTRICT approved change order(s) as set forth in Section I.13, and (iii) the actual engineering
20 costs for DRAINAGE PLANS as set forth in Section I.2.
21

22 25. Reimburse COUNTY for inspection costs.
23

24 SECTION II

25 DISTRICT shall:

26 1. Act as a Responsible Agency under CEQA, and take all necessary and
27 appropriate action to comply with CEQA.
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1 2. Review and approve all necessary regulatory permits as appropriate prior to
2 AGENCY advertising PROJECT for bids.

3 3. Review and approve PROJECT IMPROVEMENT PLANS prior to
4 AGENCY advertising PROJECT for bids.

5 4. Review and approve PROJECT construction bids prior to AGENCY'S
6 award of the PROJECT construction contract.

7 5. Within fourteen (14) days after receipt of AGENCY'S written notice to
8 DISTRICT of the award of a construction contract as set forth in Section I.5, make an INITIAL
9 CONTRIBUTION to AGENCY in an amount based on the lesser of (a) the aggregated total of
10 the successful awarded construction contract's bid amount for each bid item based on the cost-
11 share percentages as set forth in Exhibit "C", or (b) the aggregated total of Engineer's estimated
12 amounts for the each bid item based on the cost-share percentages as set forth in Exhibit "C".
13 The amount paid to AGENCY shall not exceed two million nine hundred thousand dollars
14 (\$2,900,000).
15

16 6. Grant AGENCY, by execution of this Agreement, the right to construct
17 PROJECT within DISTRICT rights of way.

18 7. Conduct periodic inspections of DISTRICT DRAINAGE FACILITIES and
19 APPURTENANCES construction for quality control purposes at its sole cost and provide any
20 comments to AGENCY'S primary inspector.
21

22 8. Review all DISTRICT DRAINAGE FACILITIES and
23 APPURTENANCES construction change order(s) submitted to DISTRICT by AGENCY and
24 notify AGENCY in writing within seven (7) calendar days following such submittal(s)
25 regarding DISTRICT'S approval or disapproval of such change order(s).
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1 9. Upon AGENCY filing of a Notice of Completion for PROJECT, conduct a
2 final inspection of DISTRICT DRAINAGE FACILITIES.

3 10. Upon AGENCY filing of a Notice of Completion for PROJECT,
4 summarily vacate Parcels 2110-4, 2110-5, 2110-6, and 2110-8 and convey to COUNTY rights
5 to Parcel 2110-7 as shown in concept cross-hatched in red on Exhibit "B", attached hereto and
6 made a part hereof.

7 11. Upon DISTRICT'S approval of the final accounting of construction cost for
8 DISTRICT DRAINAGE FACILITIES and APPURTENANCES as set forth in Sections I.21
9 and I.22, pay AGENCY within thirty (30) days after receipt of appropriate invoice from
10 AGENCY. The DISTRICT TOTAL CONTRIBUTION shall not exceed two million nine
11 hundred thousand dollars (\$2,900,000).

12 12. Pay AGENCY within thirty (30) days after receipt of appropriate invoice as
13 set forth in Section I.23, up to an additional one hundred and seven thousand dollars (\$107,000)
14 toward AGENCY'S actual engineering cost for DISTRICT DRAINAGE FACILITIES and
15 APPURTENANCES.
16

17 13. Accept sole responsibility for ownership, operation and maintenance of
18 DISTRICT DRAINAGE FACILITIES upon (i) AGENCY acceptance of PROJECT
19 construction as being complete, (ii) DISTRICT inspection of DISTRICT DRAINAGE
20 FACILITIES in accordance with Section I.17, (iii) DISTRICT acceptance of DISTRICT
21 DRAINAGE FACILITIES as being complete, (iv) DISTRICT receipt of appropriate
22 engineering documentation as set forth in Section I.18, (v) DISTRICT receipt of stamped and
23 signed RECORD DRAWINGS of DRAINAGE PLANS as set forth in Section I.19, (vi)
24 COUNTY acceptance of APPURTENANCES for ownership, operation and maintenance, (vii)
25 DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a
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1 satisfactorily maintained condition, and (viii) AGENCY'S refund on any unexpended portions
2 of DISTRICT'S INITIAL CONTRIBUTION, if applicable.

3 14. Upon acceptance by COUNTY of APPURTENANCES for ownership,
4 operation and maintenance, provide COUNTY with a reproducible duplicate set of RECORD
5 DRAWINGS of DRAINAGE PLANS.

6 SECTION III

7 COUNTY shall:

8 1. Review and approve PROJECT IMPROVEMENT PLANS prior to
9 AGENCY'S advertising PROJECT for bids.

10 2. Conduct periodic inspections of APPURTENANCES and STREET
11 IMPROVEMENTS construction for quality control purposes and provide any comments to
12 AGENCY'S primary inspector, and bill AGENCY for inspection costs.

13 3. Grant AGENCY by execution of this Agreement and the issuance of a
14 Riverside County Transportation Department encroachment permit, the right to construct
15 PROJECT within COUNTY rights of way.

16 4. Grant DISTRICT, by execution of this Agreement, the right to inspect,
17 operate and maintain DISTRICT DRAINAGE FACILITIES within COUNTY rights of way.

18 5. Order the relocation of all utilities installed by permit or franchise within
19 COUNTY rights of way which conflict with the construction of PROJECT and which must be
20 relocated at the utility company's expense.

21 6. Upon AGENCY filing a Notice of Completion for PROJECT, accept the
22 conveyance of rights to Parcel 2110-7 from DISTRICT.

23 7. Accept ownership and sole responsibility for the operation and maintenance
24 of APPURTENANCES and STREET IMPROVEMENTS upon (i) AGENCY acceptance of
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1 PROJECT as being complete, (ii) DISTRICT acceptance of DISTRICT DRAINAGE
2 FACILITIES as being complete, and (iii) DISTRICT acceptance of DISTRICT DRAINAGE
3 FACILITIES for ownership, operation and maintenance.

4 8. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES
5 construction as being complete, accept sole responsibility for the adjustment of all PROJECT
6 manhole rings and covers located within COUNTY rights of way which must be performed at
7 such time(s) that the finished grade along and above the underground portions of DISTRICT
8 DRAINAGE FACILITIES are improved, repaired, replaced or changed. It being further
9 understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

11 SECTION IV

12 It is further mutually agreed:

13 1. Except as otherwise provided herein, all construction work involved with
14 PROJECT shall be inspected by AGENCY, or its construction manager, but shall not be deemed
15 complete until DISTRICT and COUNTY mutually agree that construction is completed in
16 accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS. AGENCY
17 shall not request DISTRICT or COUNTY to accept any portion of PROJECT for ownership,
18 operation or maintenance until PROJECT construction is deemed fully complete and all
19 necessary rights of way have been conveyed as set forth herein.

21 2. DISTRICT and COUNTY personnel may observe and inspect all work
22 being done on PROJECT, but shall provide any comments to AGENCY personnel, or its
23 construction manager, who shall be solely responsible for all communications with AGENCY'S
24 construction contractor(s).
25

26 3. Prior to DISTRICT acceptance of ownership and responsibility for the
27 operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE
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1 FACILITIES shall be in a satisfactorily maintained condition as solely determined by
2 DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are
3 not in an acceptable condition, corrections will be made at sole expense of AGENCY.

4 4. AGENCY shall indemnify, defend, save and hold harmless DISTRICT and
5 County of Riverside (including their respective officers, districts, special districts and
6 departments, their respective directors, officers, Board of Supervisors, elected and appointed
7 officials, employees, agents, representatives, independent contractors, and subcontractors) from
8 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
9 or in any way relating to AGENCY (including its officers, Board of Supervisors, elected and
10 appointed officials, employees, agents, representatives, independent contractors, and
11 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under
12 this Agreement, or failure to comply with the requirements of this Agreement, including but not
13 limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d)
14 any other element of any kind or nature whatsoever.
15

16 5. DISTRICT shall indemnify, defend, save and hold harmless County of
17 Riverside and AGENCY (including their respective officers, districts, special districts and
18 departments, their respective directors, officers, Board of Supervisors, elected and appointed
19 officials, employees, agents, representatives, independent contractors, and subcontractors) from
20 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
21 or in any way relating to DISTRICT (including its officers, Board of Supervisors, elected and
22 appointed officials, employees, agents, representatives, independent contractors, and
23 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under
24 this Agreement, or failure to comply with the requirements of this Agreement, including but not
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1 limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d)
2 any other element of any kind or nature whatsoever.

3 6. COUNTY shall indemnify, defend, save and hold harmless DISTRICT and
4 AGENCY (including their respective officers, districts, special districts and departments, their
5 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
6 agents, representatives, independent contractors, and subcontractors) from any liabilities, claim,
7 damage, proceeding or action, present or future, based upon, arising out of or in any way
8 relating to COUNTY (including its officers, Board of Supervisors, elected and appointed
9 officials, employees, agents, representatives, independent contractors, and subcontractors) actual
10 or alleged acts or omissions related to this Agreement, performance under this Agreement, or
11 failure to comply with the requirements of this Agreement, including but not limited to: (a)
12 property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other
13 element of any kind or nature whatsoever.
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15 7. Any waiver by DISTRICT, AGENCY or COUNTY of any breach by the
16 others of any one or more of the terms of this Agreement shall not be construed to be a waiver
17 of any subsequent or other breach of the same or of any other term hereof. Failure on the part of
18 DISTRICT, AGENCY or COUNTY to require from the others exact, full and complete
19 compliance with any terms of this Agreement shall not be construed as in any manner changing
20 the terms hereof, or estopping DISTRICT, AGENCY or COUNTY from enforcement hereof.
21

22 8. Any and all notices sent or required to be sent to the parties of this
23 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
24

25 RIVERSIDE COUNTY FLOOD CONTROL
26 AND WATER CONSERVATION DISTRICT
27 1995 Market Street
28 Riverside, CA 92501
Attn: Administrative Services Section

COUNTY of RIVERSIDE
Post Office Box 1090
Riverside, CA 92502-1090
Attn: Transportation Department

1 REDEVELOPMENT AGENCY FOR
2 THE COUNTY OF RIVERSIDE
3 3403 10th Street, 5th floor
4 Riverside, CA 92501
5 Attn: Gloria Perez

6 9. If any provision in this Agreement is held by a court of competent
7 jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full
8 force and effect without being impaired or invalidated in any way.

9 10. This Agreement is to be construed in accordance with the laws of the State
10 of California.

11 11. Pursuant to Government Code Sections 895.4 and 895.6, if any party
12 hereto is held liable upon any judgment for damages caused by a negligent or wrongful act or
13 omission in connection with the performance of their respective duties and obligations set forth
14 in this Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such
15 party shall be entitled to contribution from the other party(ies) to this Agreement. The pro rata
16 share of each party for purposes of this Section shall be determined according to the
17 comparative fault of the respective party(ies), as between them.

18 In the event of any arbitration, action or suit brought by a party hereto
19 against another party hereunder by reason of any breach on the part of the other party of any of
20 the mutual covenants and agreements set forth herein or any other dispute between the parties
21 concerning this Agreement, then, the prevailing party in any such action or dispute, whether by
22 final judgment or arbitration award, shall be entitled to have and recover from the other
23 party(ies) all costs and expenses of suit or claim, including but not limited to, attorneys' fees and
24 experts' fees. This Section shall survive any termination of this Agreement.
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1 12. This Agreement is made and entered into for the sole protection and benefit
2 of the parties hereto. No other person or entity shall have any right of action based upon the
3 provisions of this Agreement.

4 13. This Agreement is the result of negotiations between the parties hereto, and
5 with the advice and assistance of their respective counsel. No provision contained herein shall
6 be construed against DISTRICT solely because, as a matter of convenience, it prepared this
7 Agreement in its final form.

8
9 14. This Agreement is intended by the parties hereto as a final expression of
10 their understanding with respect to the subject matter hereof, and is a complete and exclusive
11 statement of the terms and conditions thereof. This Agreement may be changed or modified
12 only upon the written consent of the parties hereto.

13 15. The parties hereto shall not assign this Agreement without the written
14 consent of the other parties, and such consent will not be unreasonably withheld.

15
16 16. This Agreement may be executed and delivered in any number of
17 counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each
18 party has signed and delivered at least one COUNTERPART to the other parties hereto, each
19 COUNTERPART shall be deemed an original and, taken together, shall constitute one and the
20 same Agreement, which shall be binding and effective as to the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By Steve Thomas
For WARREN D. WILLIAMS
General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel
By [Signature]
NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board
By _____
Deputy
(SEAL)

RECOMMENDED FOR APPROVAL:

By [Signature]
JUAN C. PEREZ
Director of Transportation

COUNTY OF RIVERSIDE

By _____
BOB BUSTER, Chairman
County of Riverside Board of Supervisors
For Transportation Department and
Economic Development Agency

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 7/21/11
MARSHAL L. VICTOR DATE

ATTEST:

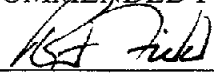
KECIA HARPER-IHEM
Clerk of the Board
By _____
Deputy
(SEAL)

Cooperative Agreement: El Cerrito Channel, Stage 5
6/1/11
KEC:blj

**REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE**

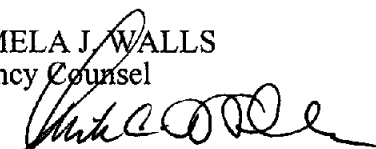
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RECOMMENDED FOR APPROVAL:

By 
ROBERT FIELD
Executive Director

By _____
BOB BUSTER, Chairman
Board of Directors

APPROVED AS TO FORM:

PAMELA J. WALLS
Agency Counsel
By 
ANITA WILLIS
Deputy Agency Counsel

ATTEST:

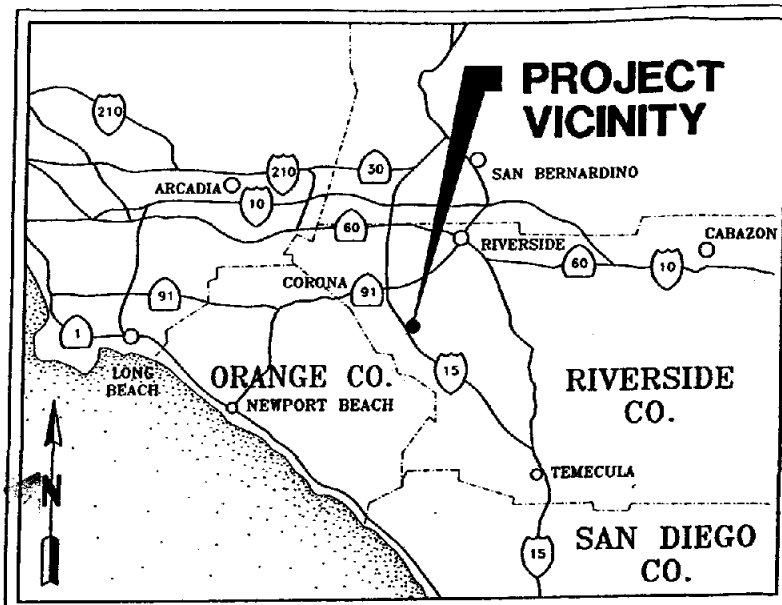
KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

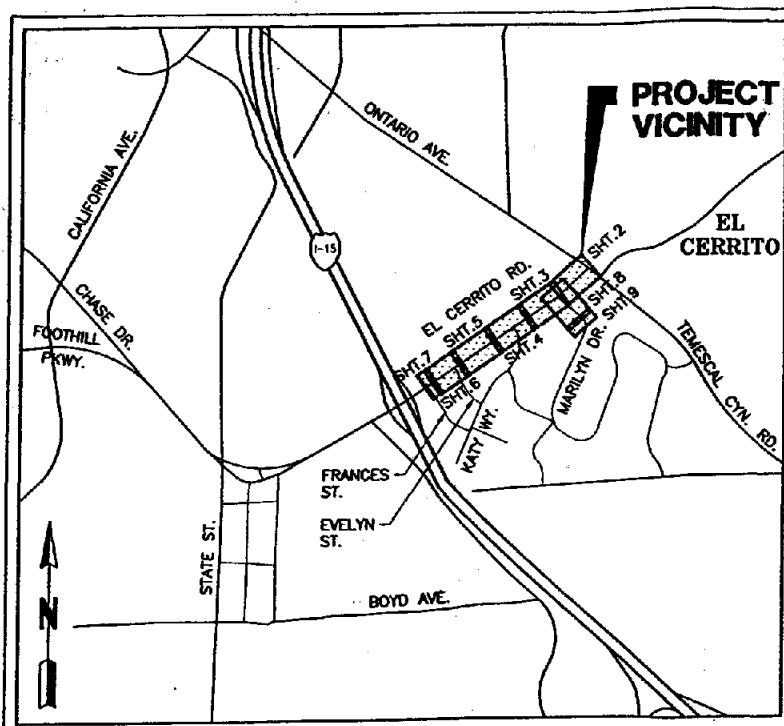
Cooperative Agreement: El Cerrito Channel, Stage 5
6/1/11
KEC:blj

Exhibit A



VICINITY MAP

NOT TO SCALE



SECTION 8, TOWNSHIP 4 SOUTH, RANGE 6 WEST

LOCATION MAP

NOT TO SCALE

Exhibit A

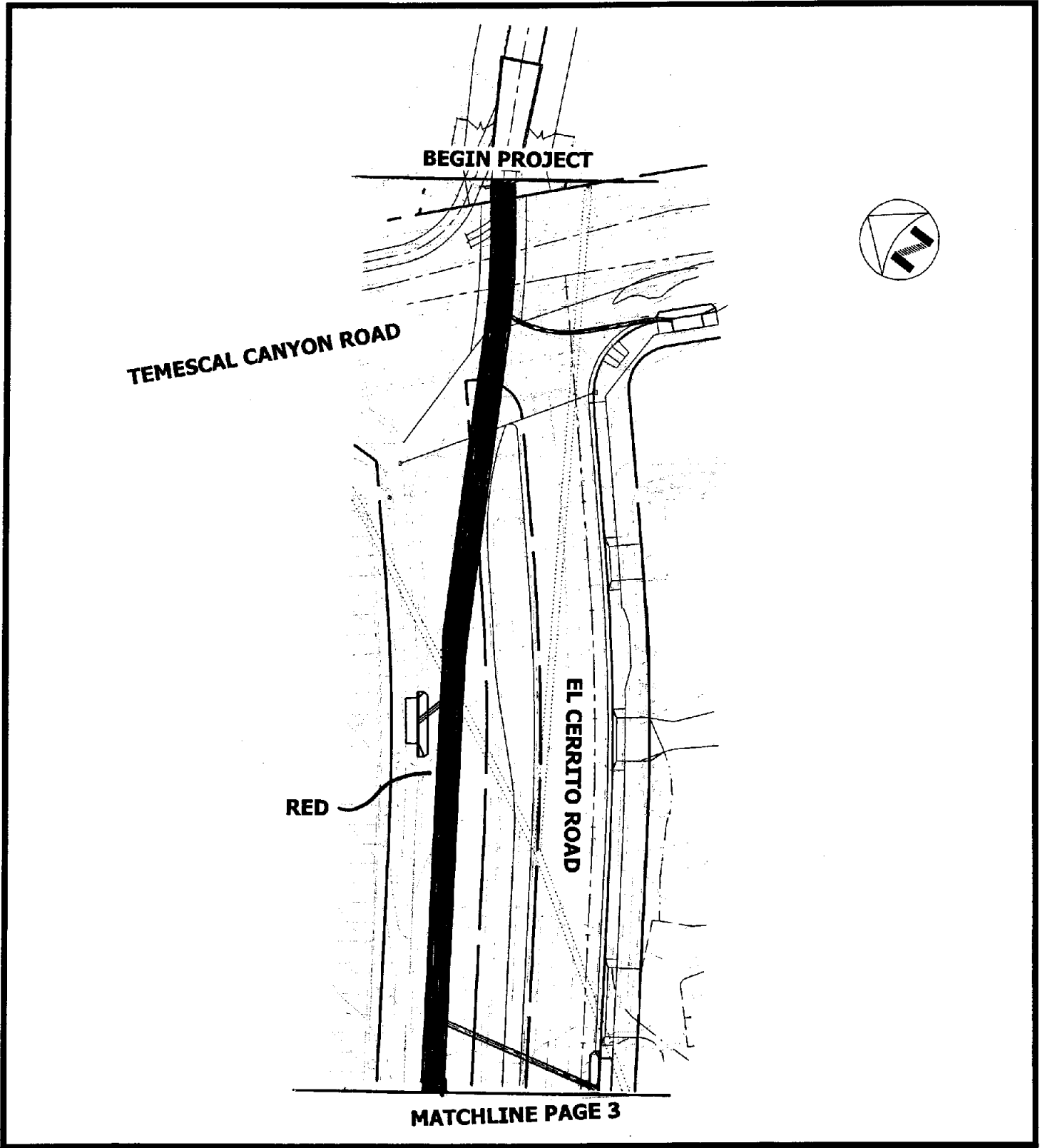
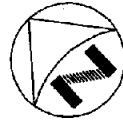
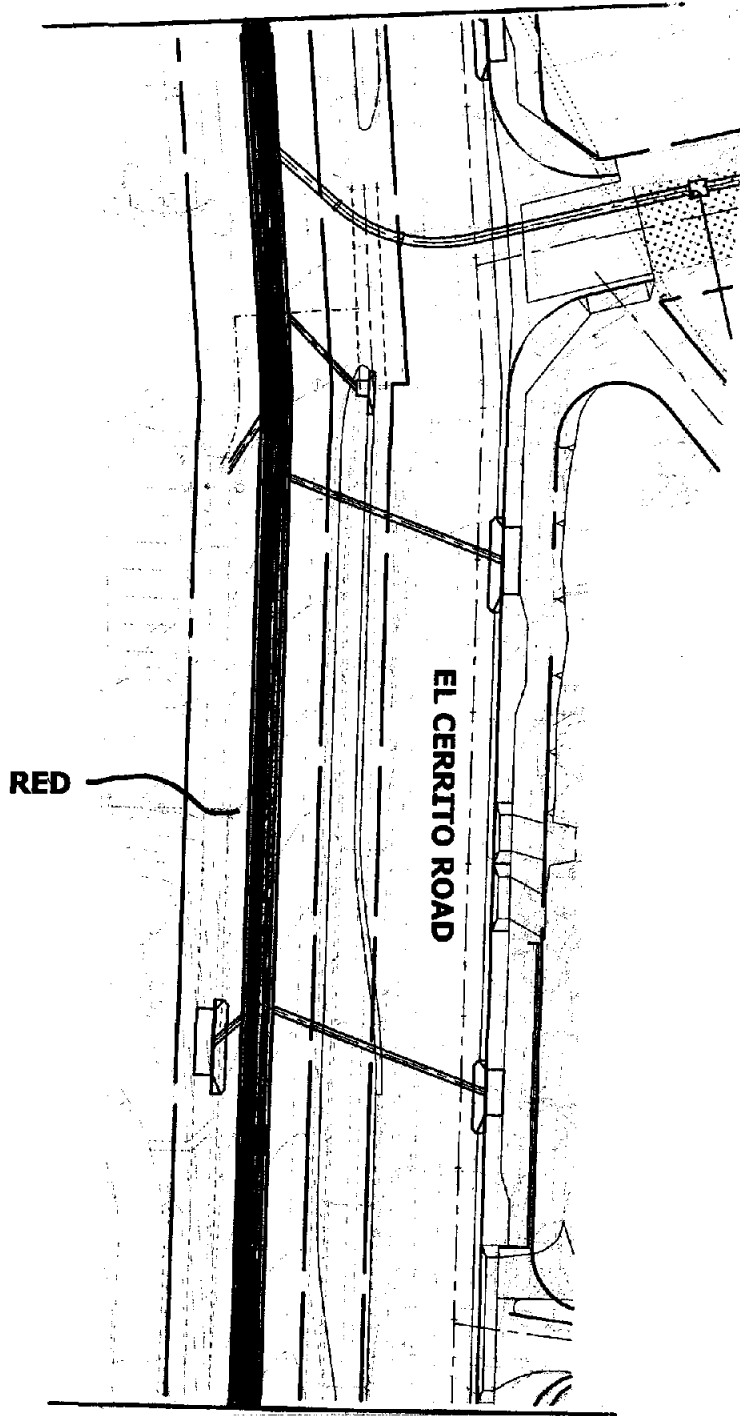


Exhibit A

MATCHLINE PAGE 2



MATCHLINE PAGE 4

Exhibit A

MATCHLINE PAGE 3

RED

EL CERRITO ROAD

MATCHLINE PAGE 5

Exhibit A

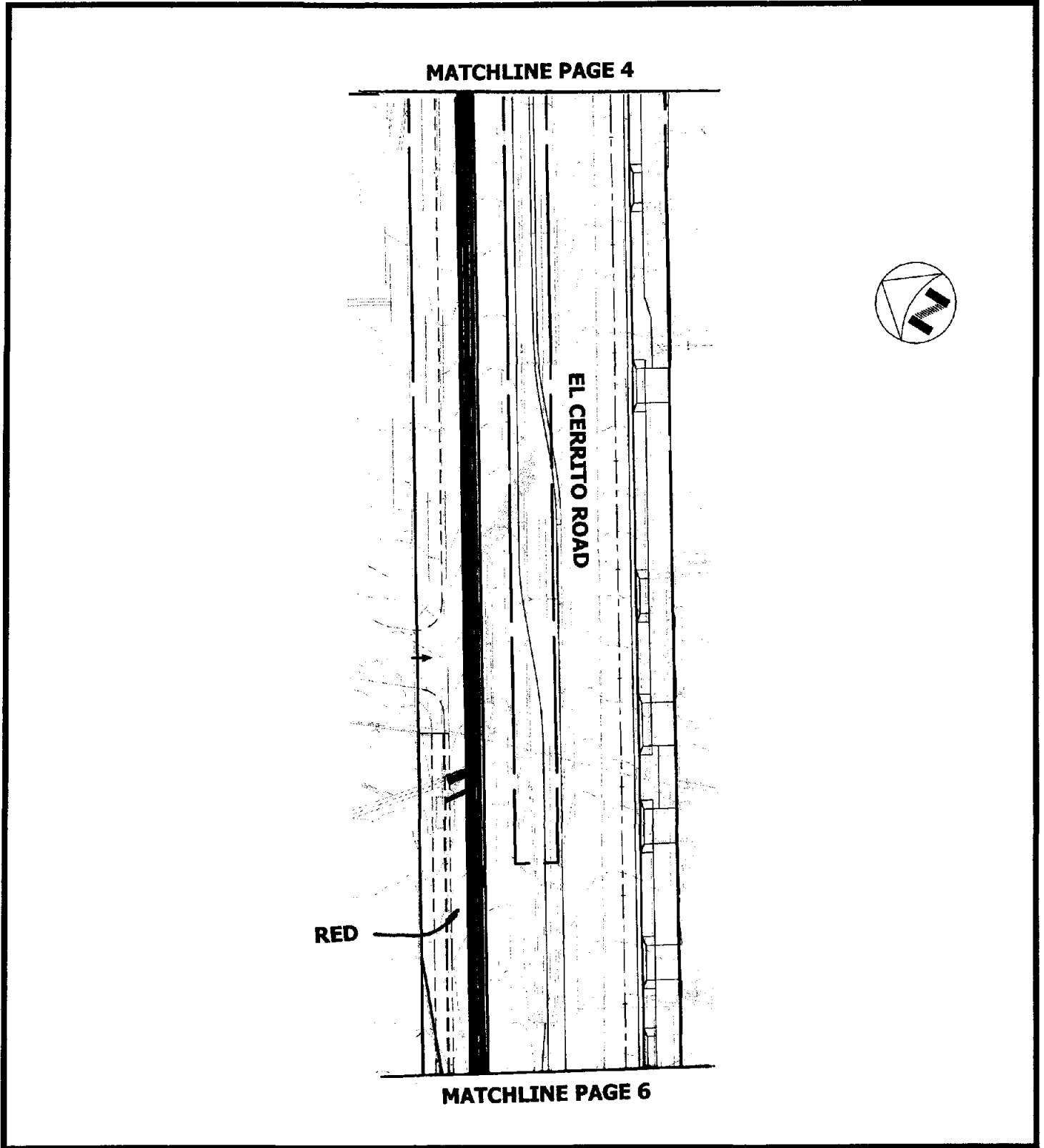


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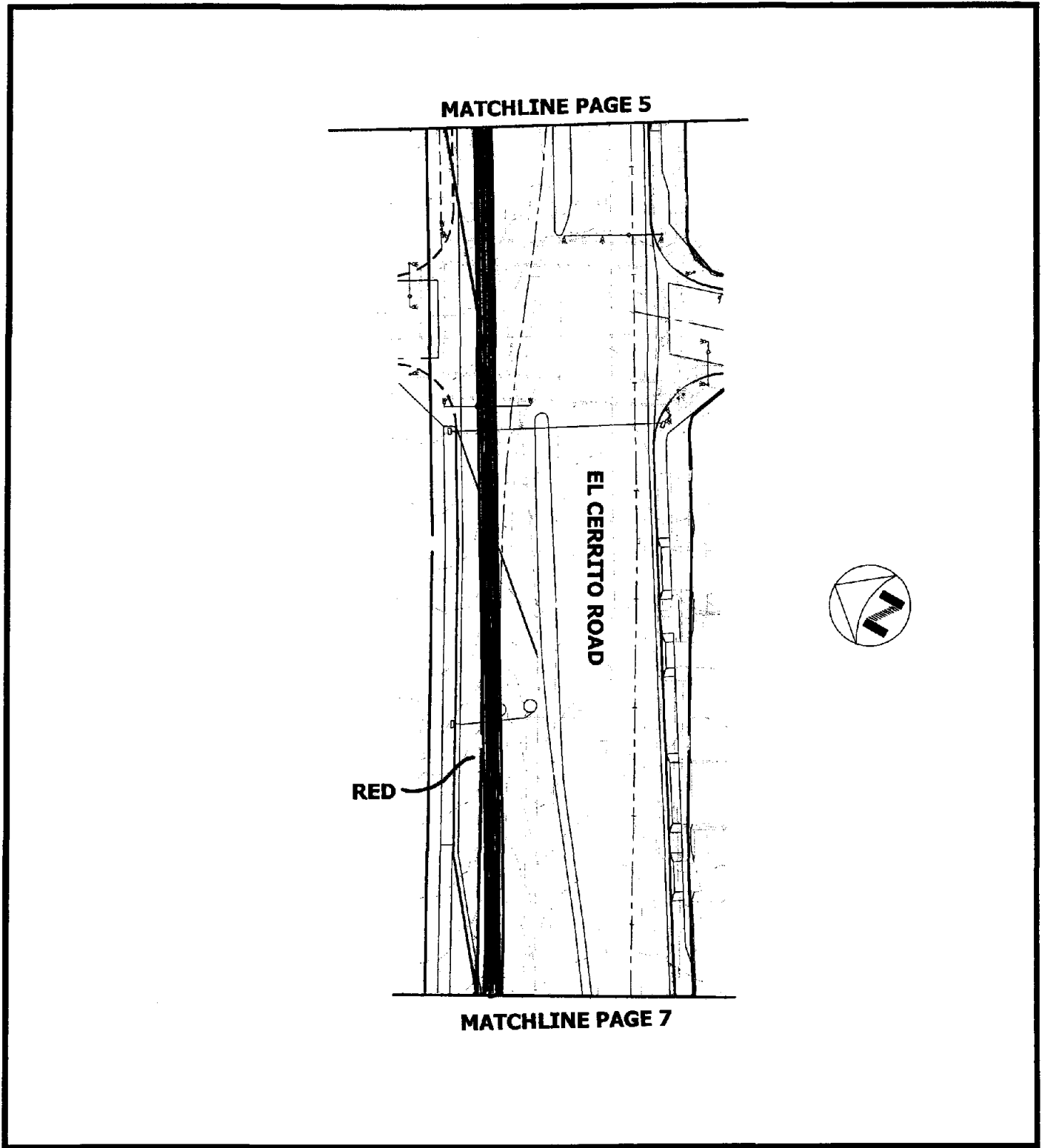


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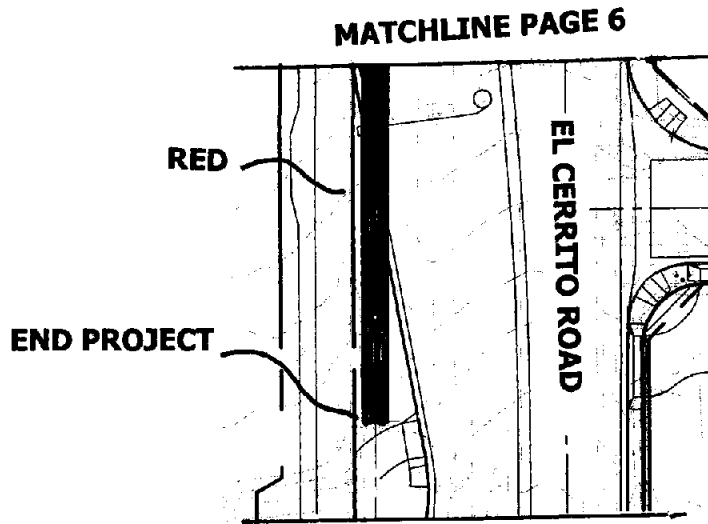
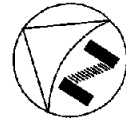


Exhibit B

MATCHLINE PAGE 2

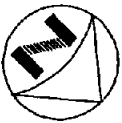
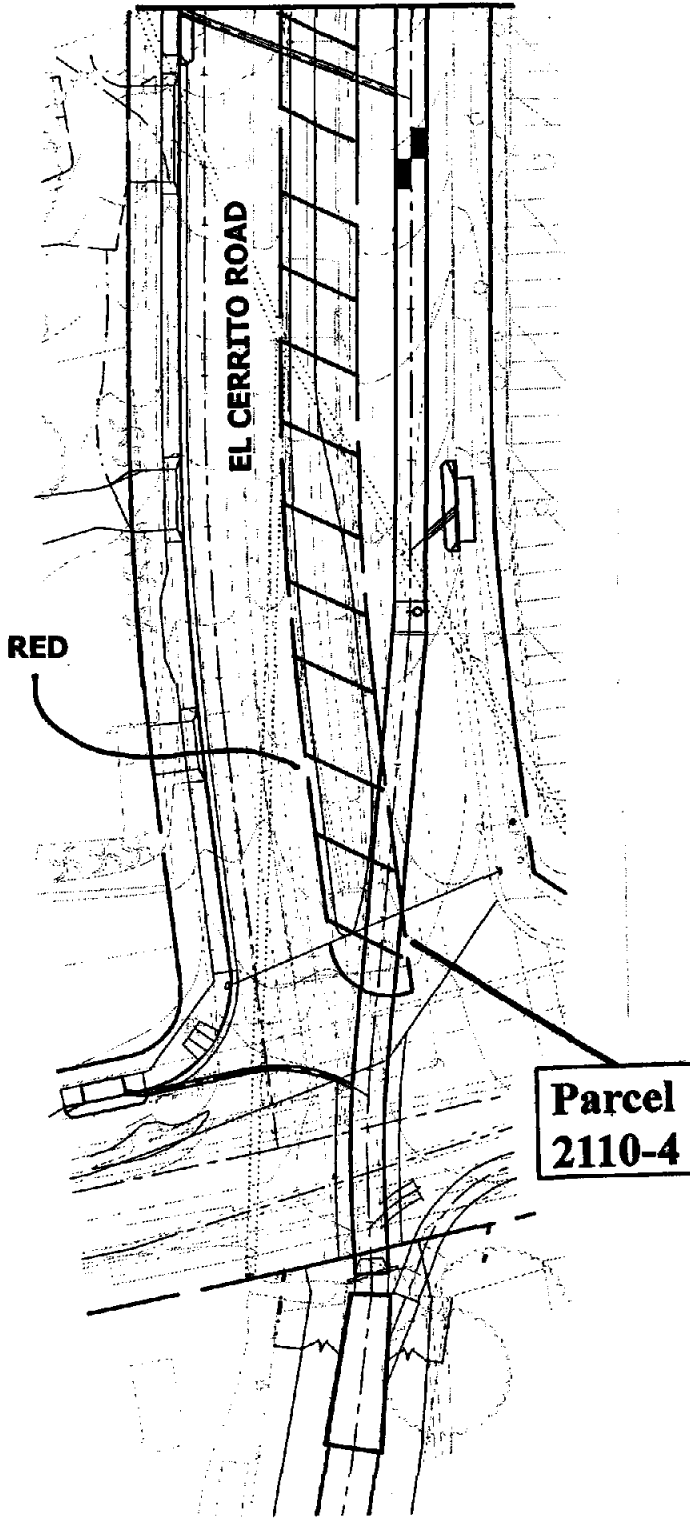


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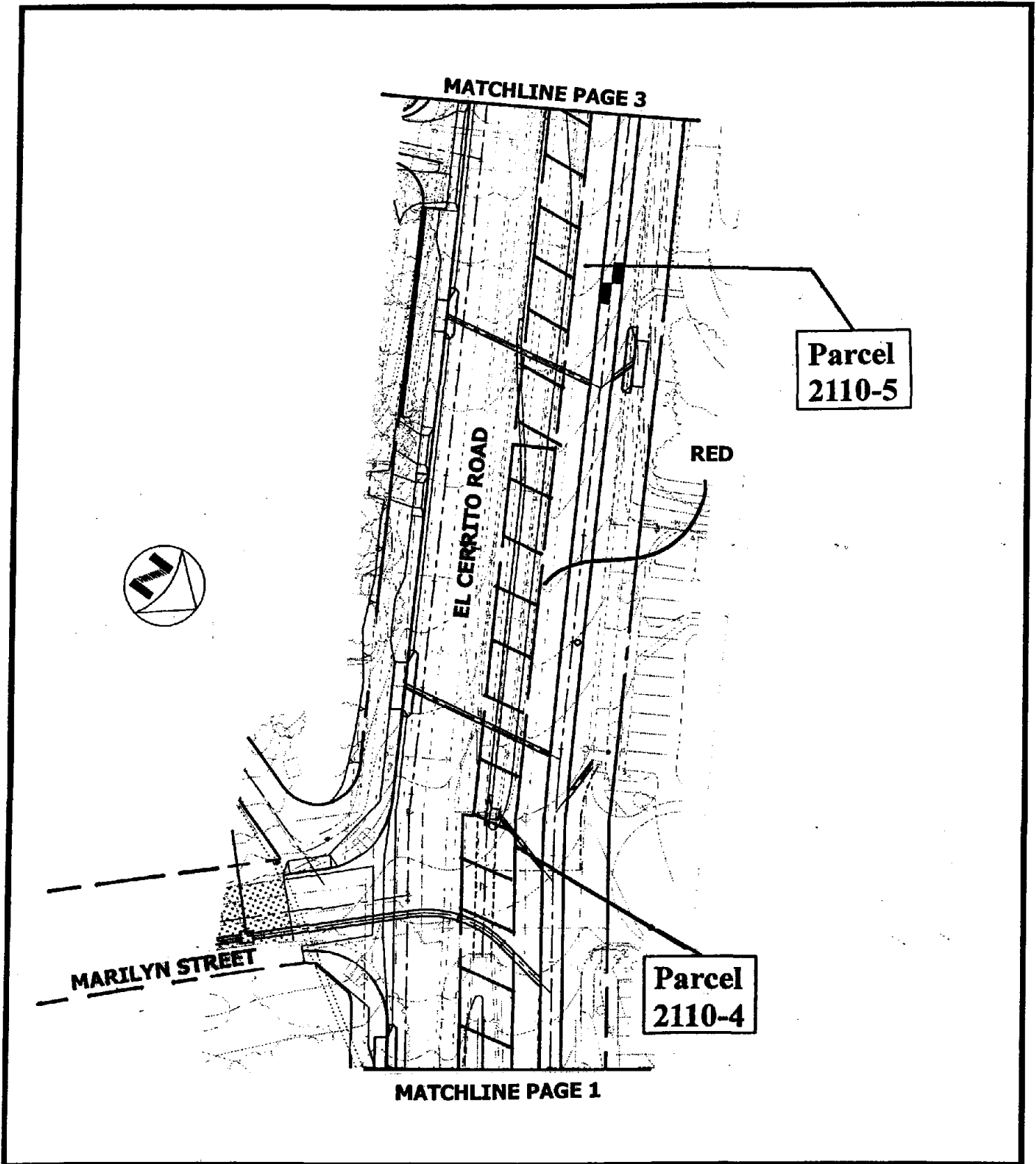


Exhibit B

MATCHLINE PAGE 4

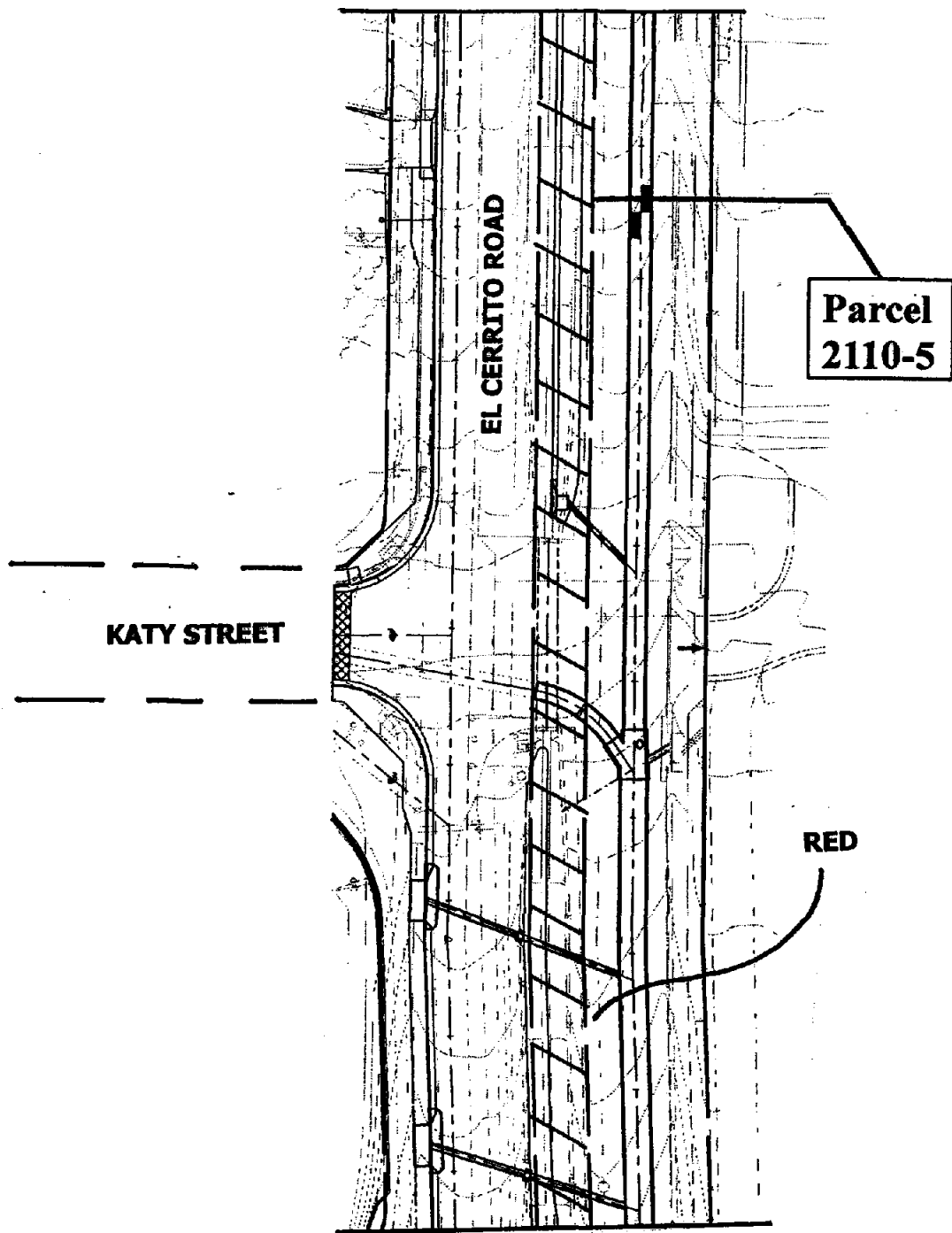


Exhibit B

MATCHLINE PAGE 5

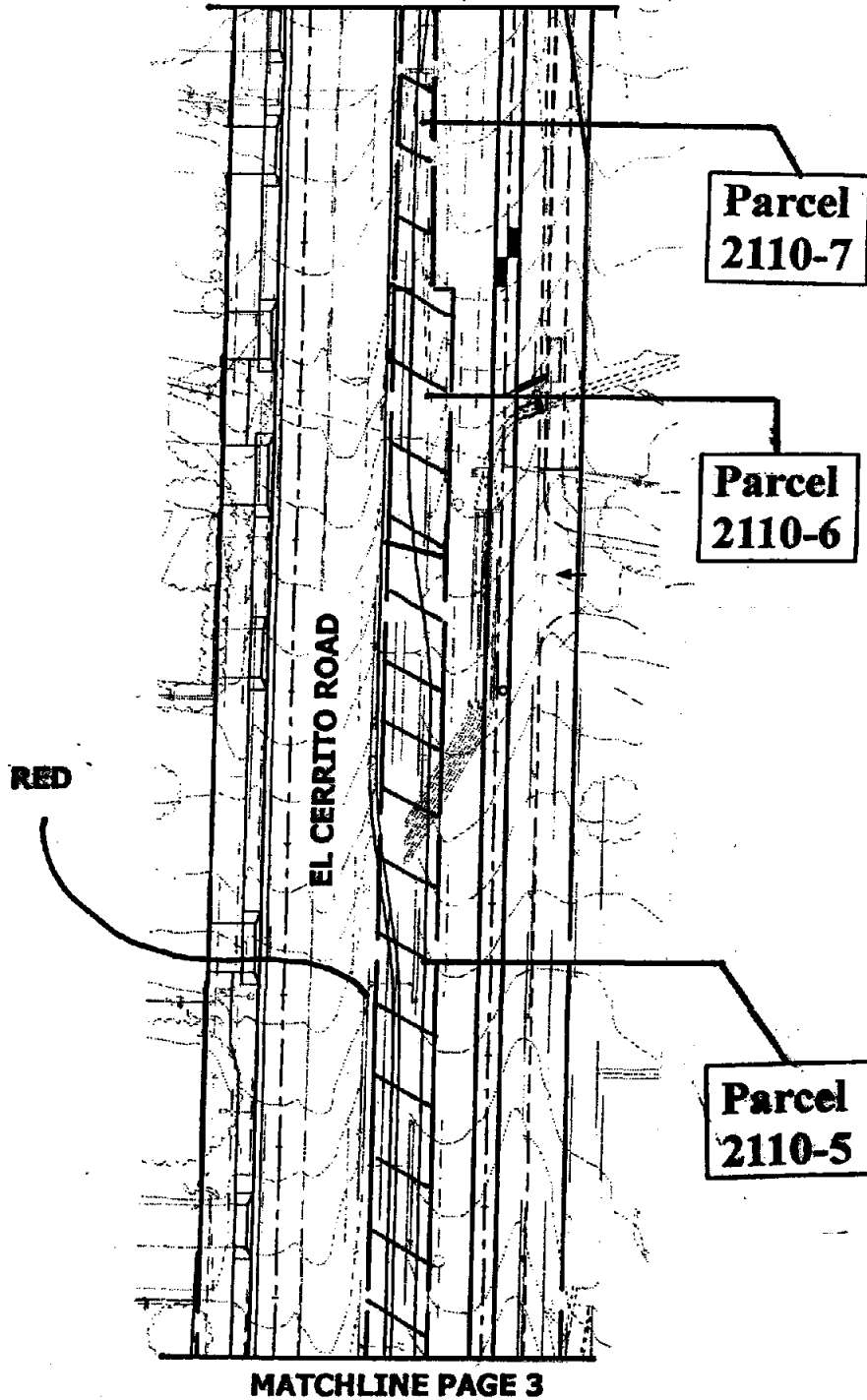
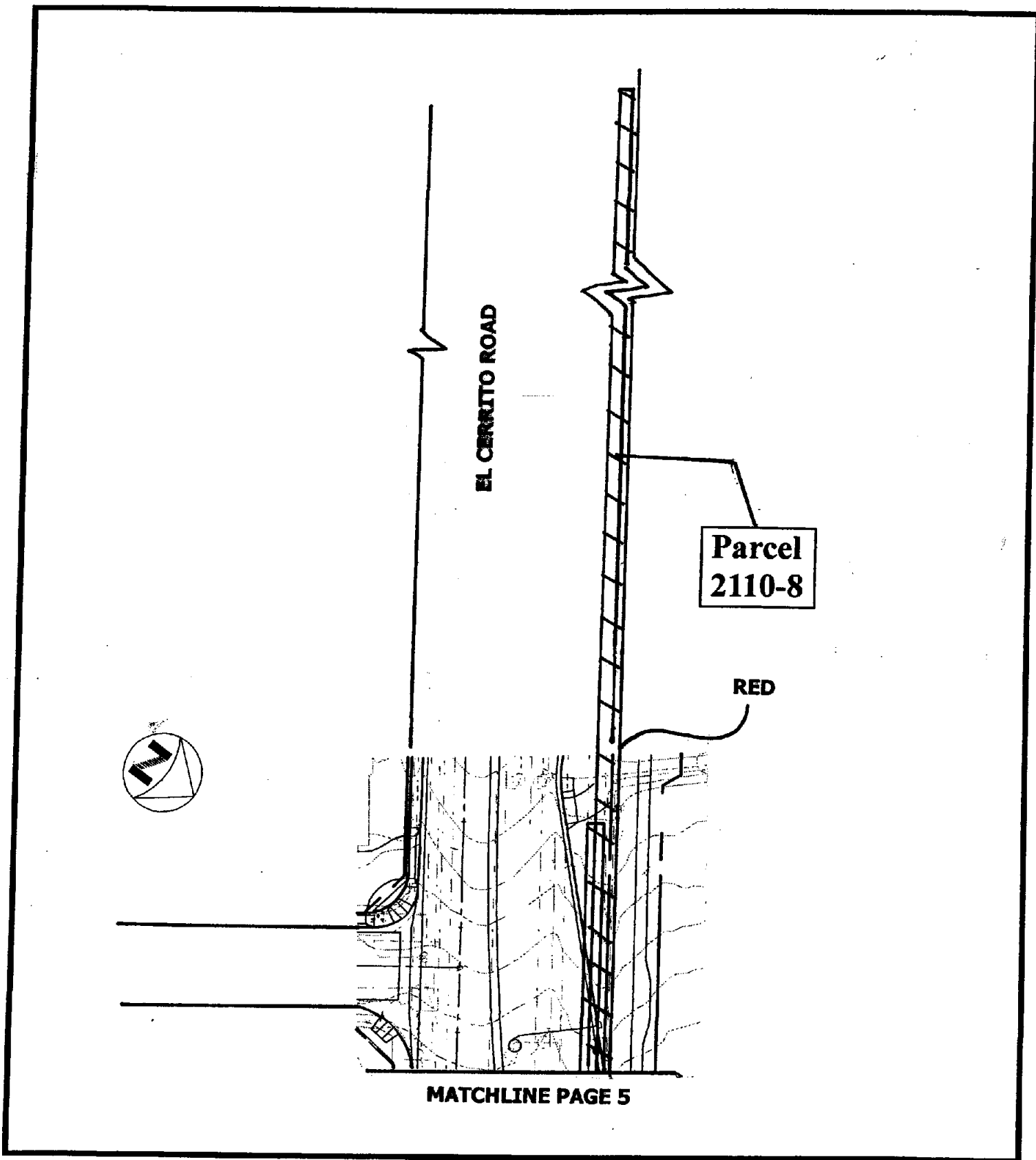


Exhibit B



DISTRICT SHARE

El Cerrito Road & Marilyn Road-Storm Drain Work

Item No.*	Description	Qty.	Units	Unit Cost	Subtotal	District Share	Subtotal
102	Water Control.	1	L.S.	\$45,000.00	\$45,000.00	50%	\$22,500
103	Traffic control.	1	L.S.	\$185,000.00	\$185,000.00	50%	\$92,500
104	Dust Abatement.	1	L.S.	\$30,000.00	\$30,000.00	50%	\$15,000
105	Storm Water and Non-Storm Water Pollution Control.	1	L.S.	\$25,000.00	\$25,000.00	50%	\$12,500
106	Mobilization	1	L.S.	\$100,000.00	\$100,000.00	50%	\$50,000
201	Clearing and Miscellaneous (RCFC&WCD Special Provisions 13.2).	1	L.S.	\$193,000.00	\$193,000.00	50%	\$96,500
202	Excavation (RCFC&WCD Special Provisions 14.3).	8150	C.Y.	\$16.00	\$130,400.00	100%	\$130,400
203	Backfill (RCFC&WCD Special Provisions 14.12).	4800	C.Y.	\$14.00	\$67,200.00	100%	\$67,200
204	Slurry Cement Backfill (RCFC&WCD Special Provisions 14.15).	260	C.Y.	\$100.00	\$26,000.00	100%	\$26,000
205	Channel Backfill (RCFC&WCD Special Provisions 14.9).	40	C.Y.	\$55.00	\$2,200.00	100%	\$2,200
311	Asphalt Concrete, Type A (RCFC&WCD Special Provisions 19.3).	220	TON	\$110.00	\$24,200.00	100%	\$24,200
312	Aggregate Base, Class 2 (RCFC&WCD Special Provisions 19.2).	140	C.Y.	\$75.00	\$10,500.00	100%	\$10,500
313	Temporary Resurfacing (RCFC&WCD Special Provisions 19.5).	34	TON	\$110.00	\$3,800.00	100%	\$3,800
314	Miscellaneous Iron and Steel (RCFC&WCD Special Provisions 21.2).	1540	LBS	\$3.00	\$4,700.00	100%	\$4,700
* Bid item numbers reflect items in above in each bid schedule as shown in the contract specifications.							
SUBTOTAL THIS BID(Rounded)					\$2,792,000		\$2,453,000

DISTRICT SHARE

El Cerrito Road & Marilyn Road-Storm Drain Work

Item No.*	Description	Qty.	Units	Unit Cost	Subtotal	District Share	Subtotal
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103	Traffic control.	1	L.S.	\$185,000.00	\$185,000.00	50%	\$92,500
104	Dust Abatement.	1	L.S.	\$30,000.00	\$30,000.00	50%	\$15,000
105	Storm Water and Non-Storm Water Pollution Control.	1	L.S.	\$25,000.00	\$25,000.00	50%	\$12,500
106	Mobilization	1	L.S.	\$100,000.00	\$100,000.00	50%	\$50,000
201	Clearing and Miscellaneous (RCFC&WCD Special Provisions 13.2).	1	L.S.	\$193,000.00	\$193,000.00	50%	\$96,500
202	Excavation (RCFC&WCD Special Provisions 14.3).	8150	C.Y.	\$16.00	\$130,400.00	100%	\$130,400
203	Backfill (RCFC&WCD Special Provisions 14.12).	4800	C.Y.	\$14.00	\$67,200.00	100%	\$67,200
204	Slurry Cement Backfill (RCFC&WCD Special Provisions 14.15).	260	C.Y.	\$100.00	\$26,000.00	100%	\$26,000
205	Channel Backfill (RCFC&WCD Special Provisions 14.16).	7200	C.Y.	\$14.00	\$100,800.00	50%	\$50,400
206	Trench Safety System (RCFC&WCD Special Provisions 15.2).	1	L.S.	N/A	\$70,000.00	100%	\$70,000
207	False work (RCFC&WCD Special Provisions 15.3).	1	L.S.	N/A	\$20,000.00	100%	\$20,000
208	Class "A" Concrete, Reinforced Concrete Box (10' Cover) (RCFC&WCD Special Provisions 16.12).	1590	C.Y.	\$780.00	\$1,240,200.00	100%	\$1,240,200
209	Class "A" Concrete, Minor Structures (RCFC&WCD Special Provisions 16.16).	97	C.Y.	\$780.00	\$75,700.00	100%	\$75,700
210	Class "B" Concrete, Miscellaneous (RCFC&WCD Special Provisions 16.21).	16	C.Y.	\$500.00	\$8,000.00	100%	\$8,000
211	Junction Structure Station 69+66.78 (RCFC&WCD Special Provisions 16.24).	28	C.Y.	\$780.00	\$21,900.00	100%	\$21,900
212	Manhole No. 3 (RCFC&WCD Special Provisions 16.25).	5	EA	\$2,100.00	\$10,500.00	100%	\$10,500
213	Junction Structure No. 1 (RCFC&WCD Special Provisions 16.23).	6	EA	\$3,800.00	\$22,800.00	100%	\$22,800
214	Transition Structure (RCFC&WCD Special Provisions 16.22).	2	EA	\$8,000.00	\$16,000.00	100%	\$16,000
215	18" RCP, 2000D (RCFC&WCD Special Provisions 17.3).	11	L.F.	\$130.00	\$1,500.00	100%	\$1,500
216	18" RCP, 3000D (RCFC&WCD Special Provisions 17.3).	150	L.F.	\$140.00	\$21,000.00	100%	\$21,000
217	24" RCP, 2000D (RCFC&WCD Special Provisions 17.3).	421	L.F.	\$150.00	\$63,200.00	100%	\$63,200
218	42" RCP, 1750D (RCFC&WCD Special Provisions 17.3).	8	L.F.	\$200.00	\$1,600.00	100%	\$1,600
219	Asphalt Concrete, Type A (RCFC&WCD Special Provisions 19.3).	83	TON	\$110.00	\$9,200.00	100%	\$9,200
220	Temporary Resurfacing (RCFC&WCD Special Provisions 19.5).	430	TON	\$110.00	\$47,300.00	100%	\$47,300
221	Miscellaneous Iron and Steel (RCFC&WCD Special Provisions 21.2).	6200	LBS	\$3.00	\$18,600.00	100%	\$18,600
301	Clearing and Miscellaneous Work (RCFC&WCD Special Provisions 13.2).	1	L.S.	N/A	\$21,000.00	100%	\$21,000
302	Excavation (RCFC&WCD Special Provisions 14.3).	1110	C.Y.	\$16.00	\$17,800.00	100%	\$17,800
303	Backfill (RCFC&WCD Special Provisions 14.12).	900	C.Y.	\$14.00	\$12,600.00	100%	\$12,600
304	Slurry Cement Backfill (RCFC&WCD Special Provisions 14.15).	50	C.Y.	\$100.00	\$5,000.00	100%	\$5,000
305	Trench Safety System (RCFC&WCD Special Provisions 15.2).	1	L.S.	N/A	\$30,000.00	100%	\$30,000
306	Class "A" Concrete, Minor Structures (RCFC&WCD Special Provisions 16.16).	18	C.Y.	\$780.00	\$14,100.00	100%	\$14,100
307	Class "B" Concrete, Miscellaneous (RCFC&WCD Special Provisions 16.21).	4	C.Y.	\$500.00	\$2,000.00	100%	\$2,000
308	Construct Manhole No. 2 (RCFC&WCD Special Provisions 16.25).	1	EA	\$6,500.00	\$6,500.00	100%	\$6,500
309	36" RCP, 1750D (RCFC&WCD Special Provisions 17.3).	486	L.F.	\$180.00	\$87,500.00	100%	\$87,500
310	Asphalt Concrete Excavation (RCFC&WCD Special Provisions 14.9).	40	C.Y.	\$55.00	\$2,200.00	100%	\$2,200
311	Asphalt Concrete, Type A (RCFC&WCD Special Provisions 19.3).	220	TON	\$110.00	\$24,200.00	100%	\$24,200
312	Aggregate Base, Class 2 (RCFC&WCD Special Provisions 19.2).	140	C.Y.	\$75.00	\$10,500.00	100%	\$10,500
313	Temporary Resurfacing (RCFC&WCD Special Provisions 19.5).	34	TON	\$110.00	\$3,800.00	100%	\$3,800
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* Bid item numbers reflect items in above in each bid schedule as shown							
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SUBTOTAL THIS BID (Rounded)							
\$2,792,000							
\$2,453,000							