

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

815B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 13, 2011

SUBJECT: Homeland MDP Line 2, Stage 2 Project
Project No. 4-0-00337-02
Cooperative Agreement

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement between the District and County of Riverside Transportation Department (County); and
2. 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 District is to construct the Homeland MDP Line 2, Stage 2 project. The District is going to design, construct, operate and maintain an underground storm drain system within County road rights of way.

Continued on Page 2

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WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL
DATA

Current F.Y. District Cost: N/A
Current F.Y. County Cost: N/A
Annual Net District Cost: N/A

In Current Year Budget: N/A
Budget Adjustment: N/A
For Fiscal Year: N/A

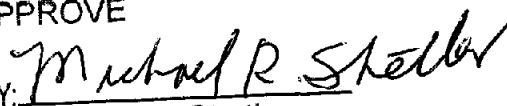
SOURCE OF FUNDS: N/A

Positions To Be
Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Michael R. Shetler

County Executive Office Signature

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

Prev. Agn. Ref.:

District: 5th

Agenda Number:

11.2

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

SUBJECT: Homeland MDP Line 2, Stage 2 Project
Project No. 4-0-00337-02
Cooperative Agreement

SUBMITTAL DATE: September 13, 2011
Page 2

BACKGROUND:

The County is granting the District the necessary rights to construct, operate and maintain the project within Transportation road rights of way and, upon completion of project construction, will assume ownership, operation and maintenance responsibilities of all connector pipes and inlets.

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

COOPERATIVE AGREEMENT

Homeland MDP Line 2, Stage 2

(Project No. 4-0-00337-02)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the COUNTY of RIVERSIDE, hereinafter called "COUNTY" on behalf of its Transportation Department, hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct Homeland MDP Line 2, Stage 2 project. This project will provide improved drainage and flood control in the unincorporated Homeland community of Riverside County; and

B. The project consists of the construction and subsequent maintenance of approximately 800 lineal feet of underground storm drain system, hereinafter called "STORM DRAIN IMPROVEMENTS" as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. Associated with the construction of STORM DRAIN IMPROVEMENTS is the construction of various inlets and connector pipes located within COUNTY rights of way, hereinafter called "APPURTENANCES". STORM DRAIN IMPROVEMENTS and APPURTENANCES are hereinafter called together called "PROJECT"; and

D. DISTRICT desires COUNTY to accept ownership and responsibility for the operation and maintenance of APPURTENANCES upon completion. Therefore, COUNTY must review and approve DISTRICT'S plans and specifications for PROJECT and subsequently inspect the construction of PROJECT; and

E. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and COUNTY in regards to its respective roles and responsibilities associated with PROJECT.

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

SECTION I

DISTRICT shall:

1. Prepare or cause to be prepared plans and specifications for PROJECT, as shown on District Drawing No. 4-1009, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and COUNTY standards, and submit IMPROVEMENT PLANS to COUNTY for its review and approval prior to advertising PROJECT for construction.

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

3. Pay all DISTRICT costs associated with the preparation of IMPROVEMENT PLANS and with the processing and administration of this Agreement.

4. [This Section Intentionally Left Blank.]

5. [This Section Intentionally Left Blank.]

6. Obtain at its sole cost and expense, all necessary licenses, agreements, permits, and rights of entry as may be needed to construct, inspect, operate and maintain PROJECT.

7. Advertise, award and administer a public works PROJECT construction contract.

8. Provide COUNTY with written notice that DISTRICT has awarded a construction contract for PROJECT.

1 9. Notify COUNTY in writing at least twenty (20) days prior to the start of
2 construction of PROJECT.

3 10. Furnish COUNTY, at the time of providing written notice to COUNTY of
4 the start of construction as set forth in Section I.9, with a construction schedule which shall show
5 the order and dates in which DISTRICT or DISTRICT'S contractor proposes to carry on the
6 various parts of work, including estimated start and completion dates.

7 11. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT
8 administered construction contract, in accordance with IMPROVEMENT PLANS approved by
9 DISTRICT and COUNTY, and pay all costs associated therewith.

10 12. Inspect construction of PROJECT.

11 13. Require its construction contractor(s) to comply with all Cal/OSHA safety
12 regulations including regulations concerning confined space and maintain a safe working
13 environment for all DISTRICT and COUNTY employees on the site.

14 14. Require its prime construction contractor to furnish DISTRICT, following
15 DISTRICT'S award of a PROJECT construction contract, a confined space entry procedure
16 specific to PROJECT. The procedure shall comply with requirements contained in California
17 Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157,
18 Permit Required Confined Space and District confined Space Procedures, SOM-18. The
19 procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to
20 Proceed.

21 15. Require its prime construction contractor(s), following DISTRICT'S award
22 of a PROJECT construction contract, to procure and maintain comprehensive liability insurance
23 which shall protect DISTRICT and the County of Riverside from claims for damages for
24 personal injury, including accidental or wrongful death, as well as from claims for property
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1 damage, which may arise from DISTRICT'S construction of PROJECT or the performance of its
2 obligations hereunder, whether such construction or performance be by DISTRICT, the
3 aforementioned construction contractor(s), or any subcontractors to said construction
4 contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or
5 subcontractors. Such insurance shall provide for coverage limits of not less than two million
6 dollars (\$2,000,000) per occurrence and shall name DISTRICT and the County of Riverside as
7 additional insureds with respect to this Agreement and the obligations of DISTRICT hereunder.
8 Said insurance coverage shall be provided by an insurance company licensed to transact
9 insurance business in the State of California, having an A.M. Best rating of A:VIII (A:8) or
10 better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the
11 insurance is in full force and effect and that DISTRICT and the County of Riverside are named
12 as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance
13 carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and the County of
14 Riverside prior to any modification, cancellation, or reduction in coverage of said insurance.
15
16

17 16. Accept ownership and sole responsibility for the operation and maintenance
18 of PROJECT until such time as COUNTY accepts ownership and responsibility for operation
19 and maintenance of APPURTENANCES. Further, it is mutually understood by the parties
20 hereto that prior to COUNTY acceptance of ownership and responsibility for the operation and
21 maintenance of APPURTENANCES, APPURTENANCES shall be in a satisfactorily maintained
22 condition as solely determined by COUNTY.
23

24 17. Within two (2) weeks of completing PROJECT construction, provide
25 COUNTY with written notice that PROJECT construction is substantially complete and
26 requesting that COUNTY conduct a final inspection of PROJECT.

27 18. Provide COUNTY with a copy of the Notice of Completion.
28

19. Provide COUNTY with a reproducible duplicate set of "RECORD DRAWINGS" of PROJECT plans.

20. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

COUNTY shall:

1. Review and approve IMPROVEMENT PLANS prior to DISTRICT advertising PROJECT for construction.

2. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain PROJECT within COUNTY rights of way.

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

5. Issue DISTRICT'S contractor(s) a no fee encroachment permit to construct PROJECT.

6. Inspect PROJECT construction at its sole cost, but provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT'S contractor(s) during the construction of PROJECT.

7. Upon receipt of DISTRICT'S written notice that PROJECT construction is substantially complete, conduct a final inspection of PROJECT.

8. Accept sole responsibility for ownership, operation, and maintenance of APPURTENANCES upon (i) receipt of DISTRICT'S Notice of Completion of PROJECT, and (ii) receipt of reproducible duplicate set of RECORD DRAWINGS of PROJECT plans as set forth in Section I.19.

SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional street repairs or improvements not shown in IMPROVEMENT PLANS and not as a result of PROJECT construction.

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

4. COUNTY shall indemnify, defend, save and hold harmless DISTRICT (including its officers, employees, agents, representatives, independent contractors, and

1 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based
2 upon, arising out of or in any way relating to COUNTY (including its officers, Board of
3 Supervisors, elected and appointed officials, employees, agents, representatives, independent
4 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
5 performance under this Agreement, or failure to comply with the requirements of this
6 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
7 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

8
9 5. Any waiver by DISTRICT or by COUNTY of any breach of any one or
10 more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or
11 other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
12 COUNTY to require exact, full and complete compliance with any terms of this Agreement shall
13 not be construed as in any manner changing the terms hereof, or estopping DISTRICT or
14 COUNTY from enforcement hereof.

15
16 6. This Agreement is to be construed in accordance with the laws of the State
17 of California.

18
19 7. Any and all notices sent or required to be sent to the parties to this
20 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

21 RIVERSIDE COUNTY FLOOD CONTROL
22 AND WATER CONSERVATION DISTRICT
23 1995 Market Street
24 Riverside, CA 92501
25 Attn: Design I Section

COUNTY OF RIVERSIDE
Post Office Box 1090
Riverside, CA 92502-1090
Attn: Transportation Department
Permit Section

26 8. If any provision in this Agreement is held by a court of competent
27 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
28 continue in full force without being impaired or invalidated in any way.

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

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

9 11. [This Section Intentionally Left Blank.]

10 //

11 //

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By JUAN C. PEREZ
Director of Transportation

By BOB BUSTER, Chairman
County of Riverside Board of Supervisors
For Transportation Department

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR DATE 8/22/11

ATTEST:

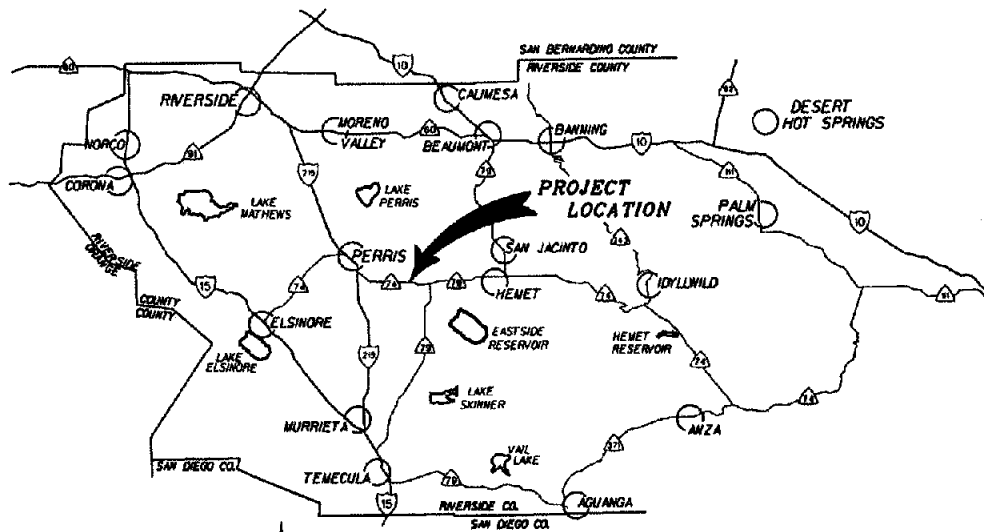
KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

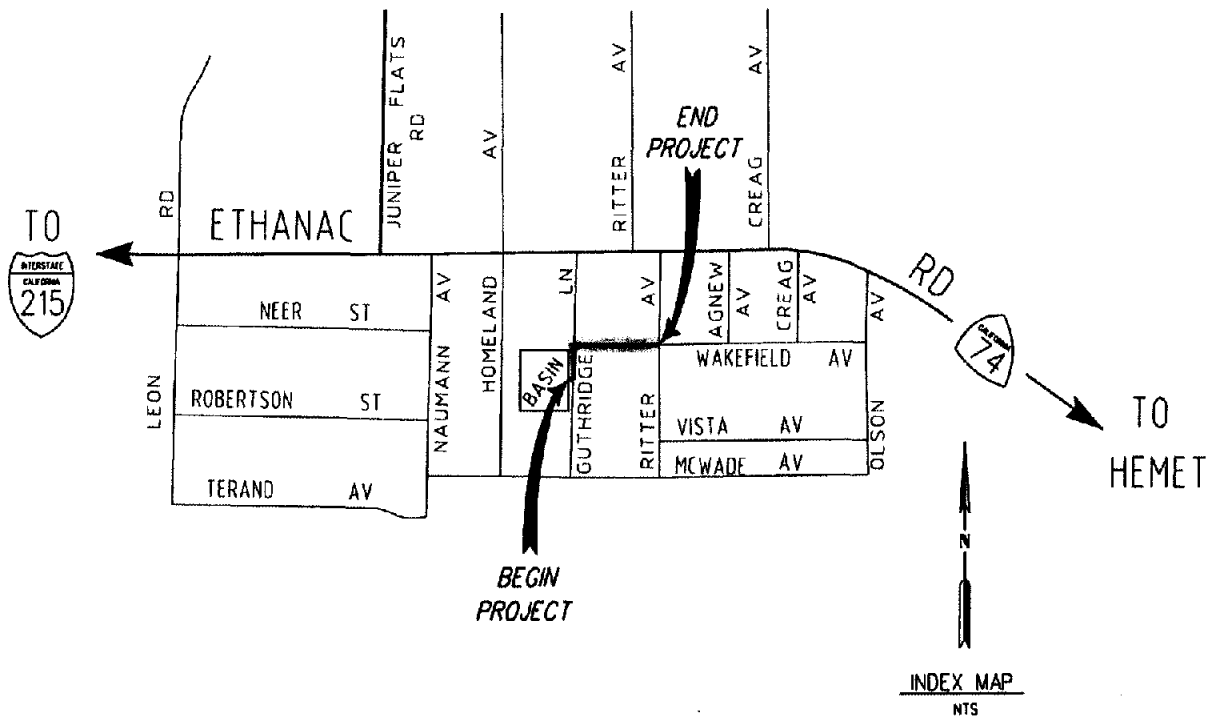
(SEAL)

Cooperative Agreement
Homeland MDP Line 2, Stage 2
TT:seb
07/20/11
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Exhibit A



VICINITY MAP
N.T.S.



INDEX MAP
NTS

Exhibit A

