

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

448A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 28, 2011

SUBJECT: Cooperative Funding Agreement with the Rancho California Water District,
Rancho California Road and Anza Road, East Temecula area

RECOMMENDED MOTION: Approve the "Cooperative Agreement for the Construction of Improvements on Behalf of the Rancho California Water District, Construction of Roundabout, Anza Road and Rancho California Road, East Temecula Area", and authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND: The County of Riverside is administering the project to construct a roundabout at the intersection of Rancho California Road and Anza Road. The project was advertised for construction bids on October 4, 2011 (agenda item 3.25). Construction of the improvements is anticipated to begin in mid-January, 2012.

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 67,500	In Current Year Budget:	Yes				
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No				
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012				
SOURCE OF FUNDS: Measure A/Western (12.8%), Rancho California Water District (87.2%) There are no General Funds used in this project.				<table border="1"> <tr> <td>Positions To Be Deleted Per A-30</td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Requires 4/5 Vote</td> <td align="center"><input type="checkbox"/></td> </tr> </table>	Positions To Be Deleted Per A-30	<input type="checkbox"/>	Requires 4/5 Vote	<input type="checkbox"/>
Positions To Be Deleted Per A-30	<input type="checkbox"/>							
Requires 4/5 Vote	<input type="checkbox"/>							

C.E.O. RECOMMENDATION: APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE:
Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 10/4/2011 (3.25) | **District:** 3 | **Agenda Number:**

3.64

The Honorable Board of Supervisors

RE: Cooperative Funding Agreement with the Rancho California Water District, Rancho California Road and Anza Road, East Temecula area

December 28, 2011

Page 2 of 2

The agreement provides for the funding and implementation of the following work, which is necessary to accommodate the County's planned improvements:

1. Relocation of conflicting facilities that are owned by the Rancho California Water District
2. Installation of protective liners in the County's planned storm drain facilities to comply with Department of Public Health requirements for protection of potable water pipelines.

The Rancho California Water District has requested that the County of Riverside include the work in its construction contract. The Transportation Department recommends that the work be included in the County's contract to provide for the least amount of inconvenience to the public, and to provide for the best coordination of the utility related work with the work included in the County's construction project.

The Rancho California Water District has superior property rights on the north leg of the project intersection. The County of Riverside is therefore obligated to fund the required work affecting District facilities within that portion of the project. The remaining work will be funded by the District.

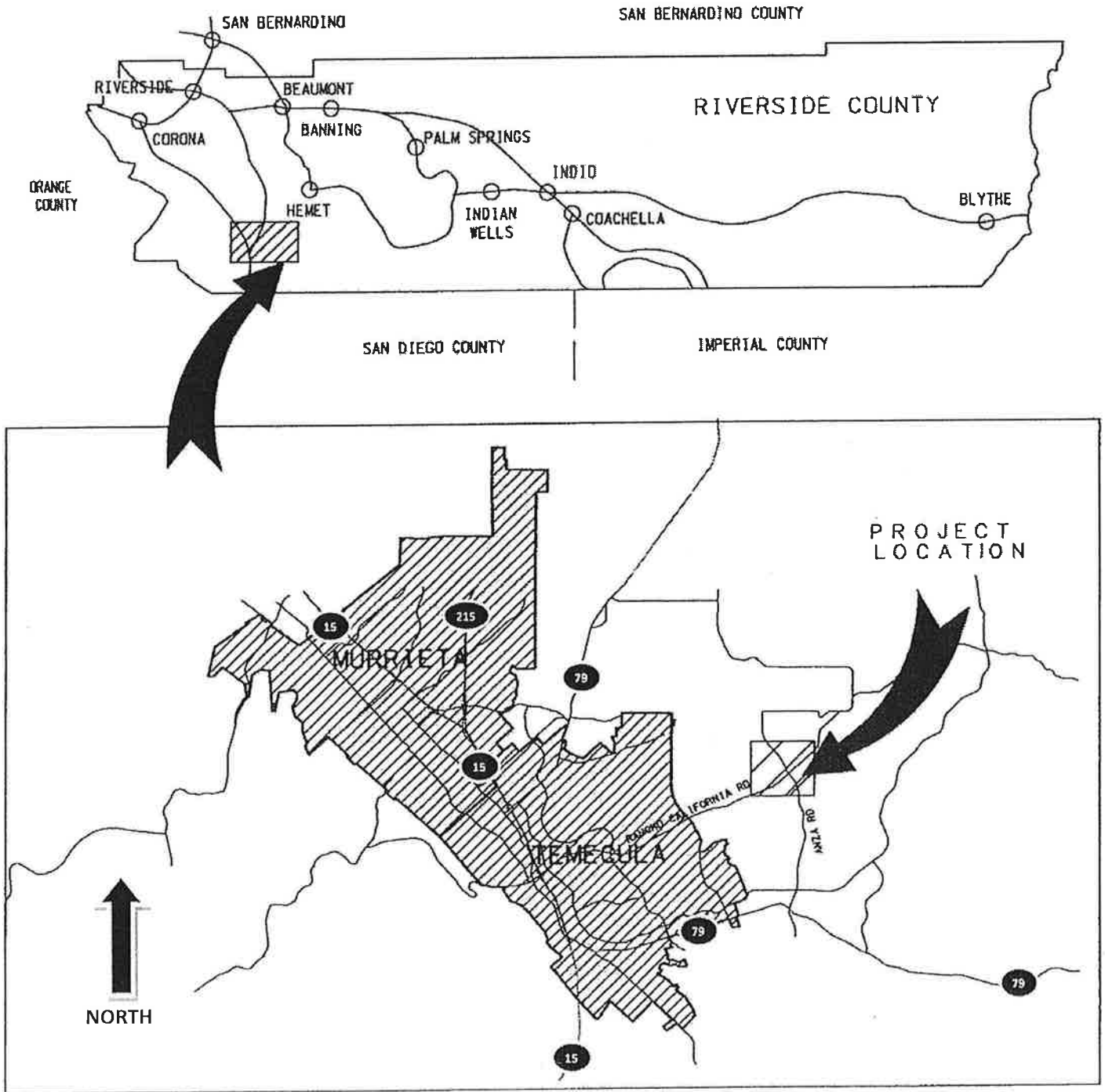
By separate submission, the Transportation Department is submitting a maintenance agreement that provides for perpetual maintenance of the protective storm drain liners.

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

Project no. B9-0957

COUNTY OF RIVERSIDE DEPARTMENT OF TRANSPORTATION

RANCHO CALIFORNIA ROAD AT ANZA ROAD ROUNDBABOUT



VICINITY MAP

**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
IMPROVEMENTS ON BEHALF OF THE
RANCHO CALIFORNIA WATER DISTRICT**

Contract No. 11-12-002
Riverside Co. Transportation

**Construction of Roundabout
Anza Road and Rancho California Road
East Temecula Area**

This agreement ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the **Rancho California Water District** ("District"), a public agency, and the **County of Riverside**, a political subdivision of the State of California ("County"), each referred to herein as a "Party," or collectively as "Parties."

RECITALS

WHEREAS, County is administering a public works project to construct road improvements at the intersection of Rancho California Road and Anza Road in the east Temecula area of Riverside County, California ("Project"), which includes the construction of various storm drain facilities, and;

WHEREAS, District owns and operates existing water facilities ("District Facilities") within the Project area that are affected by construction of the Project, and;

WHEREAS, to mitigate impacts to District Facilities, District requests that County include the installation of integral lining systems ("Liner or Liners") within County storm drain facilities, and the relocation of surface appurtenances ("Work") in the Project's construction contract documents, and;

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto and incorporated herein, is to set forth the financial and other arrangements between County and District for the performance of the Work.

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

AGREEMENT

1. DESCRIPTION OF WORK

The Work performed under this Agreement shall consist of: 1) the installation of Liners within County's storm drain facilities (i.e. manholes, catch basins and box culverts) ("County Facilities"), as requested by the District, and 2) the relocation of various District surface appurtenances

("District Appurtenances") located within County's Project area as shown on the Project improvement plans, on file with the County and as described in Exhibit "A," attached hereto and incorporated herein.

2. FINANCIAL PARTICIPATION

The total estimated cost of the Work is Sixty-Seven Thousand, Five Hundred Dollars (\$67,500), and the estimated financial share of each Party is described in Exhibit "A".

In the event that changes made during construction of the Project require additional Work to be performed, the additional Work shall be financed by the Party with the lesser property rights (within the specific area of extra Work), including contract administration expenses. No additional Work shall be performed without the prior written consent of the Party to be charged.

County's Expense:

The Work involving District Appurtenances located in their present position pursuant to rights superior to those of the County will be relocated at County's expense. The installation of Liners within the areas for which District has superior property rights, will be performed at County's expense.

District's Expense:

The Work involving District Appurtenances located within County's right-of-way will be relocated at District's expense. The installation of Liners within the area for which County has superior property rights, will be installed at District's expense.

District shall deposit with County the amount of ninety percent (90%) of the estimated costs for the Work for which District is responsible, in accordance with Exhibit "A," not later than thirty (30) days after District's receipt of County's invoice.

Upon completion of the Work, County shall calculate all final costs incurred as a result of the Work, and shall submit to District a final statement of costs for which District is responsible, 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 costs of Work for which District is responsible exceed the total estimated District costs, as shown on Exhibit "A" by an amount greater than twenty-five percent (25%), an amendment to this Agreement shall be executed by the Parties.

In the event that County installs Liners on behalf of another water district that owns facilities within the project limits, and if funding is provided to the County for such additional work, then County will provide reimbursement to the District for the proportionate cost of the Liners that benefits the District and/or the other water agency.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

District has caused or will cause the preparation of detailed construction plans, specifications and cost estimate for the Work, which shall be reviewed and approved by both Parties, and incorporated in the County's contract documents for the Project.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

District may elect to have not all of the Work constructed by the County's contractor as part of the Project. The construction bid package has identified the Work by separate bid items. 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 performance of the Work. District shall notify County of its decision no later than ten (10) days after District's receipt of bid selection from County. If District informs County in writing that it does not approve award of the Work, then District agrees to perform the Work with its own or contract forces, or by separate contract, so as to not delay the construction schedule of County.

5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

The Work by County's contractor shall be performed in strict compliance with District's plans and specifications. 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 the Work shall 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 associated with the Work 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 performance of the 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. District's inspection

personnel shall have the authority, through the County's Resident Engineer, to enforce District's construction plans and specifications for the Work. The District shall have the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected without cost to District, by notifying the County Engineer, who will so direct the Contractor to perform the repair, replacement, or correction. It is mutually understood that the construction contract for the Work is between County and its Contractor, and that communication and cooperation must be maintained between County's Engineer and District's Inspector. County will provide joint inspection of Liner installation, but will not provide inspection to District's Appurtenances, except as it may affect construction of the Project.

Inspection Costs:

District shall be responsible for its own costs for inspection of the Work.

County contract administration costs attributable to the Work shall be reimbursed by District at the amount specified in Exhibit "A," which is five percent (5%) of the estimated cost for the Work. Administrative costs shall include costs for coordination, insertion of District's plans and specifications in County bid documents, bidding, preparation of contracts, administration of contract, inspection, and other tasks associated with the administration of the Work.

County and District agree that a fixed cost for contract administration, as specified above, shall be the final costs, and that an actual accounting of costs would be burdensome.

6. MAINTENANCE RESPONSIBILITIES

The District shall be responsible for the ultimate ownership, operation, and maintenance of District Appurtenances affected by the Work.

The County shall be responsible for the ultimate ownership, operations and maintenance of County Facilities affected by the Work.

The Liners, which County is installing within its storm drain facilities at the request of District, will be owned by County, and maintained by County at the expense of District under the terms of a separate maintenance agreement to be executed by the Parties.

7. RECIPROCAL INDEMNIFICATION

County shall indemnify and hold harmless the District, its directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this

Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the District, its directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of District. County's obligations hereunder shall be satisfied when County has provided to District the appropriate form of dismissal (or similar document) relieving the District from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the District.

District shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of District, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. District shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by District, District shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes District's indemnification of County. District's obligations hereunder shall be satisfied when District has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe District's obligations to indemnify and hold harmless the County.

8. WARRANTIES, AND INSURANCE

The District shall be included as a beneficiary of all guarantees, warranties, and maintenance obligations, required under the County's construction contract documents. The County shall ensure that the District and its contractors, directors, officers, employees, and agents are listed as additional insureds under all insurance policies required by contractor for the Project. 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.

County shall take corrective actions to repair, reconstruct, or modify any changed conditions resulting from construction defects or design errors for a period as prescribed by law and/or the Project warranty period, whichever is longer, after the construction completion has been accepted by District. Prior to or at the time of Project acceptance, copies of all warranties and guarantees will be transmitted by County to District.

The County shall provide the District with one copy of as-built utility drawings and [geotechnical or other] reports, in a form designated by the District, and stamped and signed by the respective engineer / [geologist].

9. SUCCESSORS AND ASSIGNS

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

10. 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

Rancho California Water District
42135 Winchester Rd.
Temecula, CA 92590
Attn: Matthew Stone,
General Manager

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

11. EFFECTIVE DATE

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

12. 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 the 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.



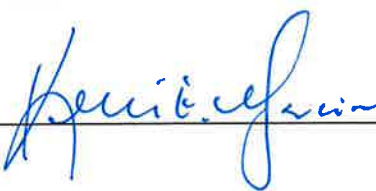

<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>By:  _____ Juan C. Perez Director of Transportation</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By: _____</p> <p>Chairperson, Board of Supervisors</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>Kecia Harper-Ihem Clerk of the Board</p> <p>By: _____ Deputy</p>
<p>DISTRICT APPROVALS</p> <p>ATTEST:</p> <p>By:  _____</p>	<p>RANCHO CALIFORNIA WATER DISTRICT</p> <p>By:  _____ GENERAL MANAGER</p>

Exhibit "A"

COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS ON BEHALF OF THE RANCHO CALIFORNIA WATER DISTRICT

Construction of Roundabout Anza Road and Rancho California Road East Temecula Area

Item	Unit	Number	Unit Cost	Total Estimate	County Cost	District Cost
Remove/ Re-construct Fire Hydrant Assembly (County Prior Rights)	EA	3	4,700.00	14,100.00	0.00	14,100.00
Remove/ Re-construct Fire Hydrant Assembly (District Prior Rights)	EA	1	4,700.00	4,700.00	4,700.00	0.00
Relocation of CP Test Station Appurtenances (County Prior Rights)	EA	1	1,200.00	1,200.00	0.00	1,200.00
Relocation of CP Test Station Appurtenances (District Prior Rights)	EA	0	1,200.00	0.00	0.00	0.00
Remove/Re-construct Water Quality Sample Station (County Prior Rights)	EA	0	2,000.00	0.00	0.00	0.00
Remove/Re-construct Water Quality Sample Station (District Prior Rights)	EA	1	2,000.00	2,000.00	2,000.00	0.00
Adjustment of Valve Cans to Grade (County Prior Rights)	EA	7	350.00	2,450.00	0.00	2,450.00
Adjustment of Valve Cans to Grade (District Prior Rights)	EA	0	350.00	0.00	0.00	0.00
Installation of Lining System in County's Storm Drain Box Culvert (County Prior Rights)	EA	226	125.00	28,250.00	0.00	28,250.00
Installation of Lining System in County's Storm Drain Box Culvert (District Prior Rights)	EA	0	125.00	0.00	0.00	0.00
Installation of Lining System in County's Storm Drain Manholes and Catch Basins (County Prior Rights)	SF	624	12.00	7,488.00	0.00	7,488.00
Installation of Lining System in County's Storm Drain Manholes and Catch Basins (District Prior Rights)	SF	98	12.00	1,176.00	1,176.00	0.00
Sub-Total				61,364.00	7,876.00	53,488.00
Construction Contingency	5.0%			3,068.20	393.80	2,674.40
Administrative Cost (Fixed)	5.0%			3,068.20	393.80	2,674.40
Total Estimated Cost				67,500.40	8,663.60	58,836.80
Deposit Amount	90.0%			60,750.36	N/A	52,953.12