



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

924B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 13, 2012

SUBJECT: Calimesa – Avenue L Storm Drain, Stage 2
Project No. 5-0-00165-02
District 5/District 5

RECOMMENDED MOTION:

1. Consider the attached Addendum with the adopted Calimesa – Avenue L Mitigated Negative Declaration (MND);
2. Approve the Cooperative Agreement between the District and the City of Calimesa;
3. Authorize the Chairman to execute the Agreement documents on behalf of the District;
4. The Board approve the attached plans and specifications for the above referenced project and authorize the Clerk of the Board to advertise the project for construction contract bids; and
5. Direct the Clerk of the Board to file the Notice of Determination.

BACKGROUND:

See Page 2.

FINANCIAL:

N/A

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

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

APPROVED BY: NEAL R. KIPNIS DATE: 3/13/12

- Policy
- Consent
- Dept's Recomm.:
- Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 5/5

Agenda Number:

11.5

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

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

SUBJECT: Calimesa – Avenue L Storm Drain, Stage 2
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Page 2

BACKGROUND:

Pursuant to the California Environmental Quality Act (CEQA), the District's Board of Supervisors approved the adoption of a CEQA MND and Mitigation Monitoring Program Table for the Calimesa Line L project (aka Calimesa – Avenue L Storm Drain) following a public hearing on April 25, 2006. The adopted CEQA document addressed construction of the storm drain mainline within Avenue L and Douglas Street, however, the proposed Stage 2 lateral within Third Street is a minor technical change from the original project description. Construction and operation of the Stage 2 lateral will not result in substantial changes to the project or new significant impacts. District staff has made the determination that none of the conditions described in Section 15162 of the CEQA calling for the preparation of a subsequent MND have occurred. Therefore, a CEQA Addendum has been prepared pursuant to Section 15164 of the CEQA Guidelines.

The proposed project is not within the Criteria Area or Public/Quasi-Public (P/QP) lands set forth in and established by the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The proposed project site does not meet the MSHCP definition of riparian/riverine areas or vernal pools. In addition, the proposed project lacks suitable habitat for the species listed in Section 6.1.2 of the MSHCP. Therefore, no analysis or survey is required. The proposed project is not located within a mapped survey area for the Narrow Endemic Plant Species. Therefore, no habitat assessment or survey is required under Section 6.1.3 of the MSHCP. The proposed project is not located within a mapped survey area for plant, amphibian, mammal species or burrowing owls. Therefore, no habitat assessment or survey is required under Section 6.3.2 of the MSHCP.

The Agreement sets forth the terms and conditions by which the District will design and construct certain flood control and drainage facilities.

Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the mainline storm drain. The City of Calimesa will assume ownership, operation and maintenance of appurtenances, street betterments and storm drain segments that are 36-inch or smaller in diameter.

County Counsel has approved the Agreement as to legal form. The City of Calimesa has executed the Agreement.

The contract documents have been approved as to form by County Counsel. A brief project description and location map are attached.

NOTICE TO CONTRACTORS

Riverside County Flood Control and Water Conservation District hereinafter called "District", invites sealed proposals for construction of:

Calimesa – Avenue L Storm Drain, Stage 2

Project No. 5-0-00165-02

located in the city of Calimesa,

Riverside County, California

Specifications and Contract Documents may be examined at the District's office at 1995 Market Street, Riverside, California, and may be obtained upon payment to District of **\$60.00** per set, received at the District's office and **\$65.00** per set if mailed. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 received at the District's office and \$15.00 if mailed. No refund.

Each proposal must be accompanied by a certified or cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the Riverside County Flood Control and Water Conservation District as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and proof of insurance.

Proposals must be in accordance with the instructions and filed with District by **11:00 a.m. on Thursday, April 12, 2012** at the District office at the above address which time and place are fixed for the public opening of bids.

General prevailing rate per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of contracts under the jurisdiction of District have been obtained by the Board of Supervisors of the District from the

Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

Contractors submitting proposals for this project shall have an "A" Contractors license from the State of California in order to be considered eligible for the contract award.

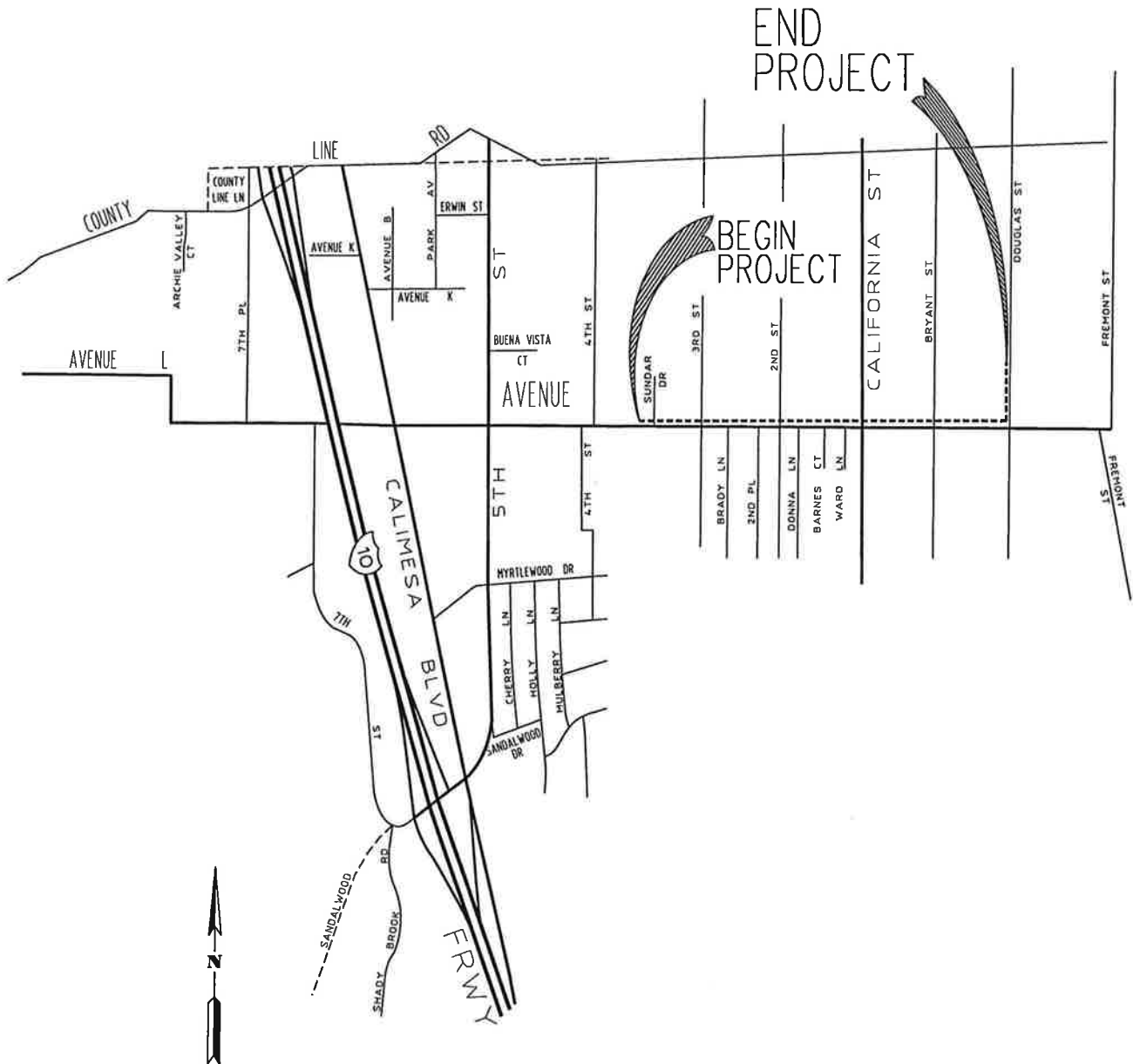
Dated: March 13, 2012

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

KECIA HARPER-IHEM
Clerk of the Board

BY _____
Deputy

CALIMESA-AVENUE L STORM DRAIN, STAGE 2



LOCATION MAP

Calimesa-Avenue L Storm Drain, Stage 2 consists of constructing approximately 7,100 lineal feet of reinforced concrete pipe ranging in size from 66" to 18" beginning at the upstream terminus of the Calimesa-Avenue L Storm Drain, Stage 1 project, west of Sundar Drive in Calimesa. From here, the project alignment travels easterly in Avenue L for approximately 6,500 lineal feet, thence northerly in Douglas Street for approximately 600 lineal feet.

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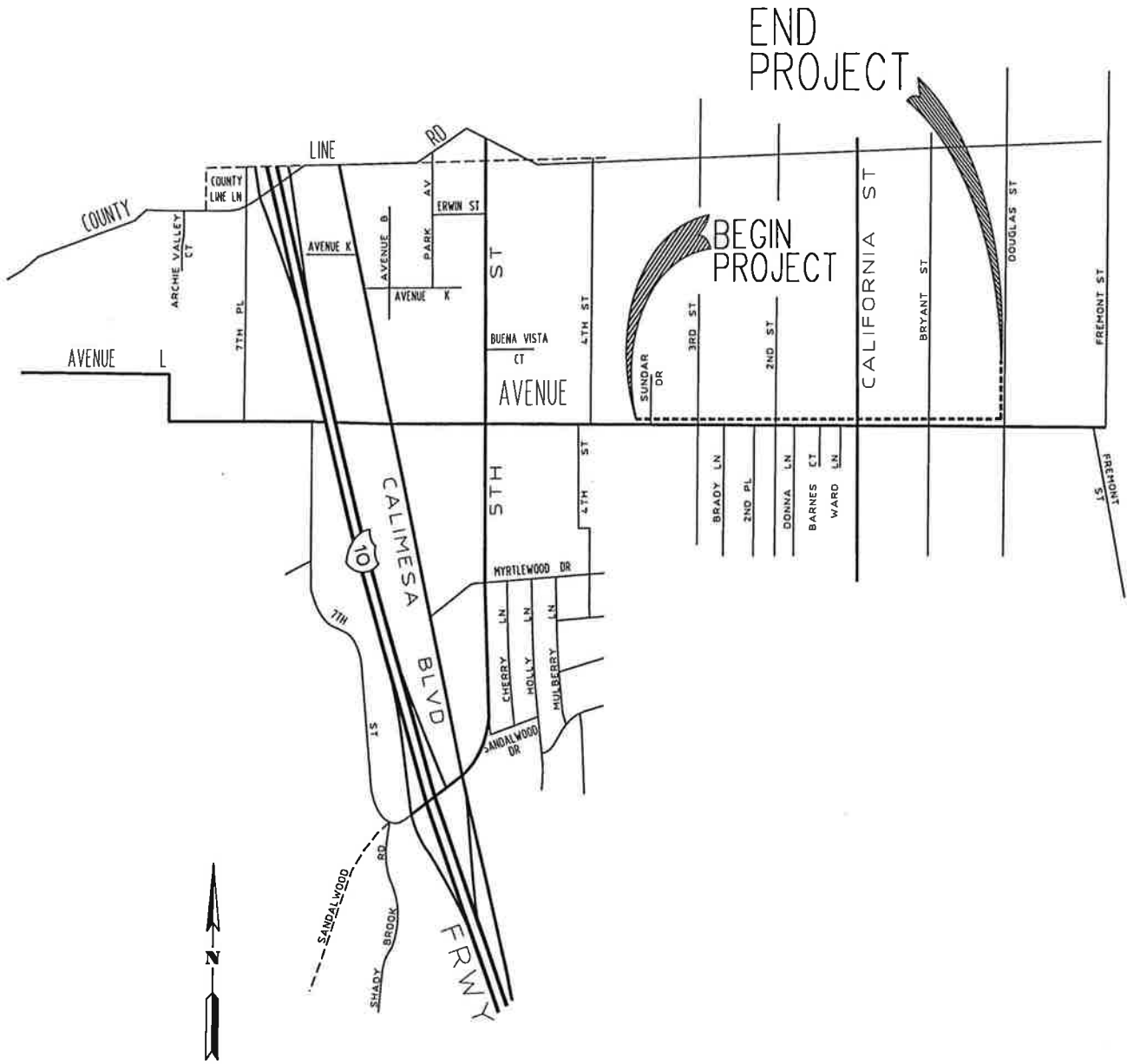
Dated: March 13, 2012

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

KECIA HARPER-IHEM
Clerk of the Board

BY _____
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1 **COOPERATIVE AGREEMENT**
2 **CALIMESA-AVENUE L STORM DRAIN STAGE 2**
3 **Project No. 5-8-00165**

4 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
5 CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF CALIMESA,
6 hereinafter called "CITY", hereby agree as follows:

7 **RECITALS**

8 A. DISTRICT has budgeted for and plans to design and construct Calimesa –
9 Avenue L Storm Drain, Stage 2, hereinafter called "STORM DRAIN". This facility will
10 provide improved drainage and flood control in the City of Calimesa and consists of
11 approximately 7,100 lineal feet of underground storm drain system, as shown in concept in blue
12 and red on Exhibit "A" attached hereto and made a part hereof; and

13
14 B. Associated with the construction of STORM DRAIN are various catch
15 basins, laterals and connector pipes located within CITY held easements or rights of way,
16 hereinafter called "APPURTENANCES". Together, STORM DRAIN and APPURTENANCES
17 are hereinafter called "PROJECT"; and

18
19 C. DISTRICT desires CITY to accept ownership and responsibility for the
20 operation and maintenance of APPURTENANCES and STORM DRAIN segments that are 36-
21 inch or smaller in diameter, as shown in concept in red on Exhibit A; and

22 D. CITY desires DISTRICT to include as part of its construction contract for
23 PROJECT, the replacement of structural pavement, hereinafter called "STREET
24 BETTERMENTS". DISTRICT is willing to incorporate STREET BETTERMENTS into its
25 PROJECT construction contract provided that CITY reimburses DISTRICT for the
26

1 actual cost of constructing STREET BETTERMENTS as set forth in concept in Exhibit "B"
2 attached hereto and made a part hereof; and

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

4 **SECTION I**

5 DISTRICT shall:

6 1. Prepare or cause to be prepared plans and specifications for PROJECT,
7 hereinafter called "IMPROVEMENT PLANS" in accordance with applicable DISTRICT and
8 CITY standards.

9 2. Provide CITY an opportunity to review and approve IMPROVEMENT
10 PLANS prior to DISTRICT awarding a public works construction contract for PROJECT.

11 3. Incorporate CITY requested STREET BETTERMENTS as part of the
12 construction contract for PROJECT.

13 4. Advertise, award and administer a public works PROJECT construction
14 contract.

15 5. Provide CITY with written notice that DISTRICT has awarded a
16 construction contract for PROJECT.

17 6. Notify CITY in writing at least twenty (20) days prior to the start of
18 construction of PROJECT.

19 7. Construct or cause to be constructed, PROJECT and STREET
20 BETTERMENTS pursuant to a DISTRICT administered public works construction contract, in
21 accordance with IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay all
22 costs associated therewith except those costs specifically agreed to by CITY as provided herein.

23 8. Keep an accurate accounting of all DISTRICT costs associated with the
24 construction of STREET BETTERMENTS, plus any additional work requested by CITY
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1 pursuant to Section III.3., and within sixty (60) days after DISTRICT'S acceptance of
2 PROJECT as being complete, submit a final cost statement to CITY.

3 9. Within two (2) weeks of completing PROJECT construction, provide CITY
4 with written notice that PROJECT construction is substantially complete and requesting that
5 CITY conduct a final inspection of PROJECT.

6 10. Upon DISTRICT'S acceptance of PROJECT construction as complete,
7 accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN
8 segments that are larger than 36-inch in diameter, as shown in concept in blue on Exhibit "A".
9

10 11. Upon DISTRICT'S acceptance of PROJECT construction as complete,
11 provide CITY with a reproducible copy of "record drawing" plans for IMPROVEMENT
12 PLANS.

13 SECTION II

14 CITY shall:

15 1. Review and approve IMPROVEMENT PLANS prior to DISTRICT
16 advertising PROJECT for construction.
17

18 2. Review and approve the unit bid price for bid item(s) as set forth in concept
19 on Exhibit "B", attached hereto and made a part hereof, prior to DISTRICT'S award of the
20 PROJECT construction contract.

21 3. Grant DISTRICT, by execution of this Agreement, all rights necessary to
22 construct, inspect, operate and maintain PROJECT within CITY rights of way.
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24 4. Grant DISTRICT, by execution of this Agreement, all rights necessary to
25 operate and maintain STORM DRAIN segments larger than 36-inch in diameter within CITY
26 rights of way.
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1 5. Order the relocation of all utilities installed by permit or franchise within
2 CITY rights of way which conflict with the construction of PROJECT and which must be
3 relocated at the utility company's expense.

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

5 7. Inspect PROJECT construction at its sole cost.

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

8 9. Pay DISTRICT, within thirty (30) days of receipt of its invoice, for the
9 actual construction cost of STREET BETTERMENTS, as set forth in Section I.8, or the cost of
10 any additional work requested by CITY pursuant to Section III.3.

11 10. Accept sole responsibility for ownership, operation and maintenance of
12 APPURTENANCES, STREET BETTERMENTS and STORM DRAIN segments that are 36-
13 inch or smaller in diameter upon (i) receipt of DISTRICT'S Notice of Completion of PROJECT,
14 and (ii) receipt of reproducible copy of "record drawing" plans for IMPROVEMENT PLANS as
15 set forth in Section I.11.
16

17 11. Upon DISTRICT acceptance of STORM DRAIN construction as being
18 complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and
19 covers located within CITY rights of way which must be performed at such time(s) that the
20 finished grade along and above STORM DRAIN is improved, repaired, replaced or changed. It
21 being further understood and agreed that any such adjustments shall be performed at no cost to
22 DISTRICT.
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SECTION III

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2 It is further mutually agreed:

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

6 2. CITY personnel may observe and inspect all work being done on
7 PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely
8 responsible for all communications with its construction contractor(s).

9
10 3. In the event CITY desires to include any additional work as part of the
11 PROJECT construction contract, CITY shall submit a written request to DISTRICT describing
12 the additional work desired and agree to pay DISTRICT for any agreed upon additional work
13 requested. Payment for any additional work shall be based upon actual quantities of materials
14 installed at the contract unit prices bid, or at the negotiated change order prices.

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

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

19 8. 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
 Riverside, CA 92501
 Attn: Design I Section

CITY OF CALIMESA
 908 Park Avenue
 Calimesa, CA 92320
 Attn: Jim Smith

24 9. If any provision in this Agreement is held by a court of competent
 25 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
 26 continue in full force without being impaired or invalidated in any way.
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1 10. 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 11. 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
8 only upon the written consent of the parties hereto.

9 12. This Agreement may be executed and delivered in any number of
10 counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each
11 party has signed and delivered at least one COUNTERPART to the other parties hereto, each
12 COUNTERPART shall be deemed an original and, taken together, shall constitute one and the
13 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:

**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 
KARIN WATTS-BAZAN
Principal Deputy County Counsel

By _____
Deputy


(SEAL)

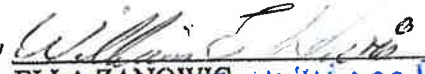
Cooperative Agreement - Calimesa – Avenue L Storm Drain, Stage 2
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RECOMMENDED FOR APPROVAL:

CITY OF CALIMESA

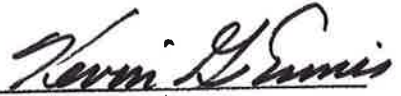
By 
JIM SMITH
City Engineer


By 
ELLA ZANOWIC *William Davis*
Mayor *Pro Tem*

By 
RANDY ANSTINE
City Manager

APPROVED AS TO FORM:

ATTEST:

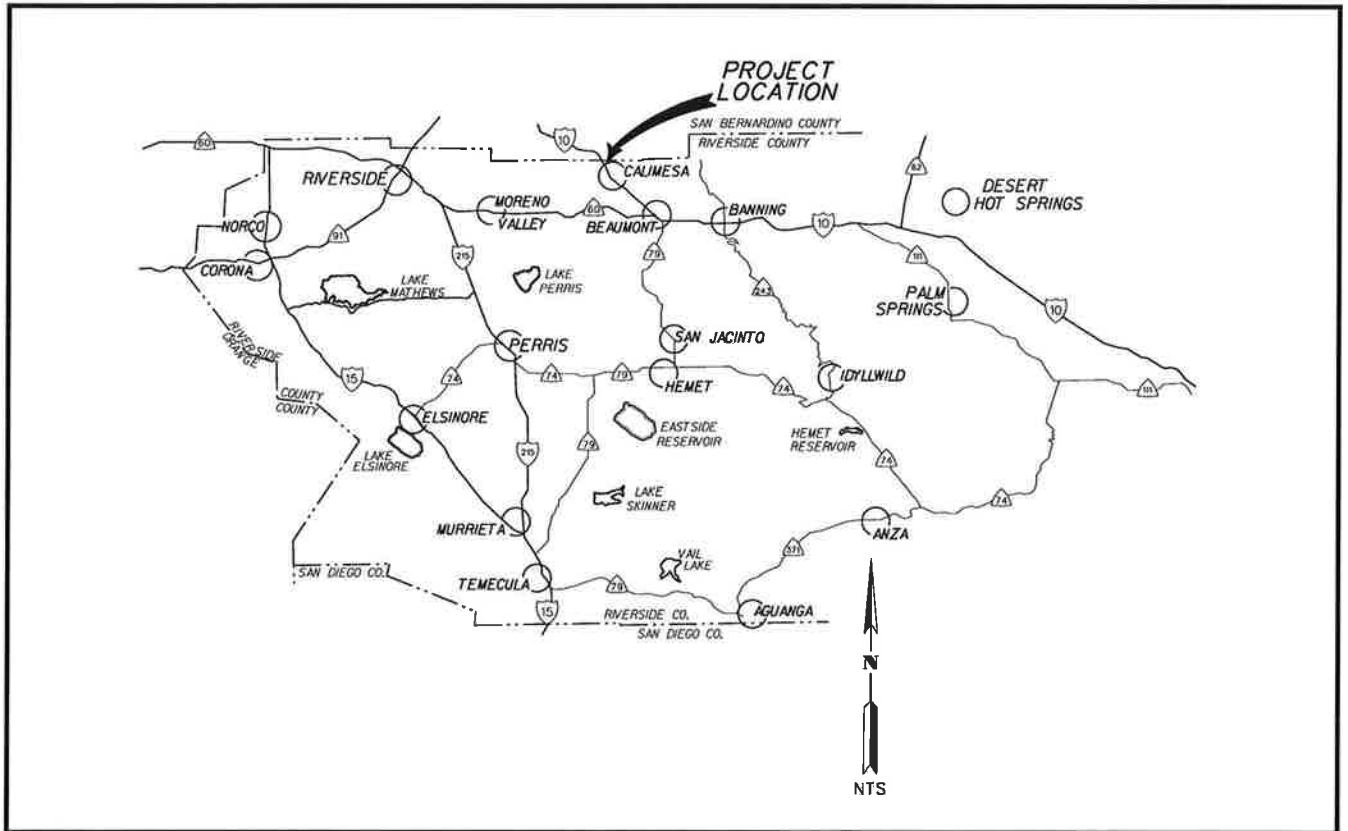
By 
KEVIN ENNIS
City Attorney

By 
DARLENE GERDES
City Clerk

(SEAL)

Cooperative Agreement - Calimesa - Avenue L Storm Drain, Stage 2
11/21/11
TLC:blj

EXHIBIT A



COOPERATIVE AGREEMENT
CALIMESA--AVENUE "L" STORM DRAIN, STAGE 2
PROJECT No. 5-0-00165-02
1/2

EXHIBIT A

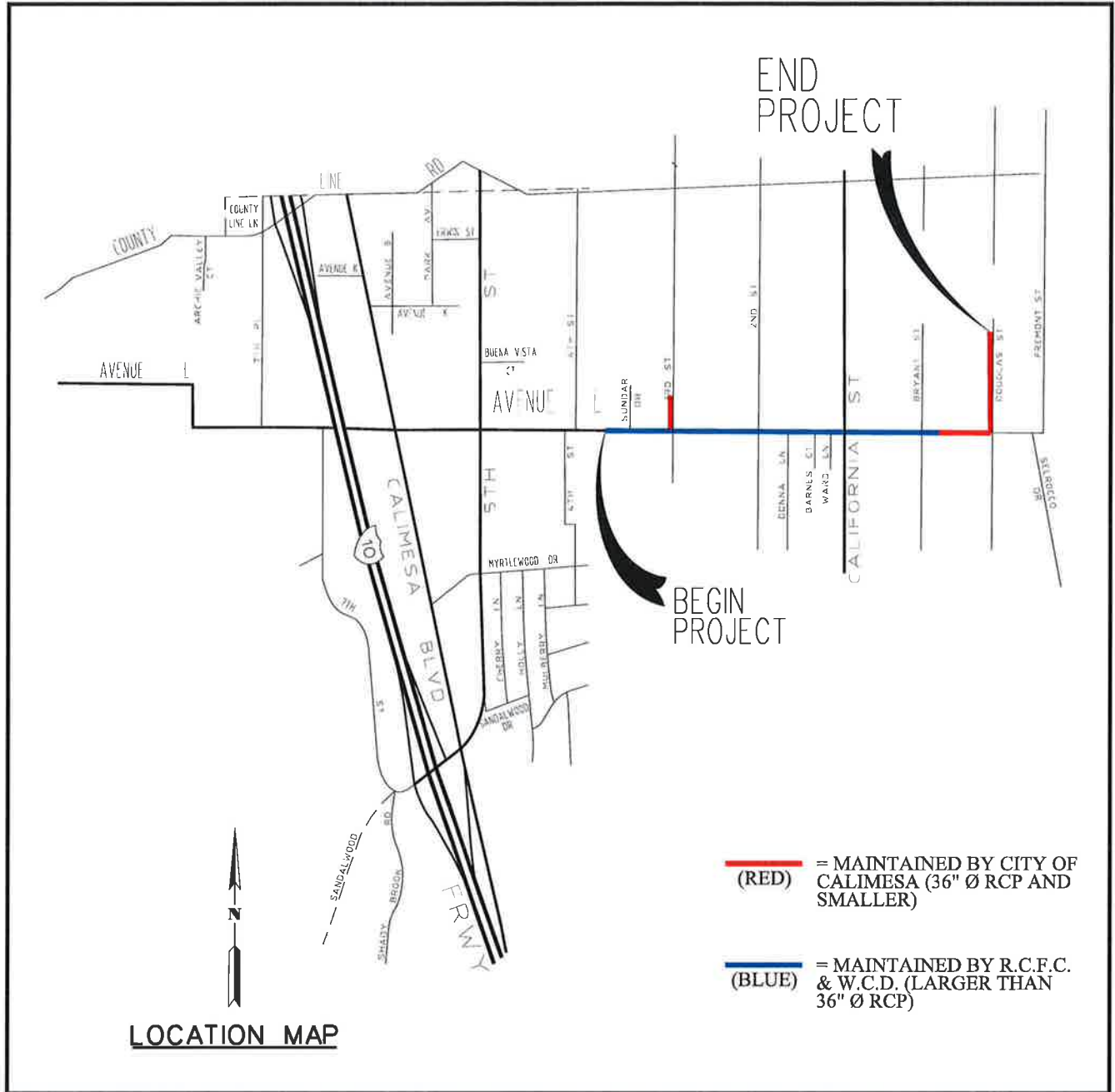


Exhibit B

Estimated Costs for City Appurtenances					
Item No.	Description	Unit	Quantity*	Unit Cost*	Total Cost*
1	Structural Pavement Replacement	TONS	88	\$100	\$8,800

*Estimated. Actual costs to be determined on the basis of Contractor's unit bid prices and actual quantities of material installed