

FORM APPROVED COUNTY COUNSEL
 BY: H. L. Victor 3/26/13
 DATE: 3/26/13
 T. ARSHAL VICTOR

Departmental Concurrence

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



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 March 14, 2013

SUBJECT: Reimbursement Agreement with the Elsinore Valley Municipal Water District (EVMWD) for construction/installation of water district facilities within County roadway. (Lake Elsinore area)

RECOMMENDED MOTION: That the Board approve the attached Reimbursement Agreement with EVMWD and authorize the Chairman of the Board to execute


BACKGROUND: The Transportation Department is moving forward with a project to construct traffic signals at the intersection of Grand Avenue and Blackwell Avenue, Lake Elsinore (Lakeland Village) area. As part of the project, EVMWD has requested that the County take the lead on construction/installation of an 8" pipeline within the roadway.


 Juan C. Perez
 Director of Transportation & Land Management

EVMWD:hlg
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 119,671	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: Elsinore Valley Municipal Water District (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: 
 Tina Granda

County Executive Office Signature

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

Prev. Agn. Ref. | **District:** 1/1 | **Agenda Number:**

The Honorable Board of Supervisors

RE: Reimbursement Agreement with the Elsinore Valley Municipal Water District (EVMWD) for construction/installation of water district facilities within County roadway.

March 14, 2013

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With the Board's authorization, the Transportation Department will include an alternate bid schedule for the construction/installation of the pipeline.

Upon awarding the contract for the traffic signal installation by the County, EVMWD will then determine if they would like the County to include the pipeline construction/installation in the contract. EVMWD will be responsible for all costs incurred with the pipeline project.

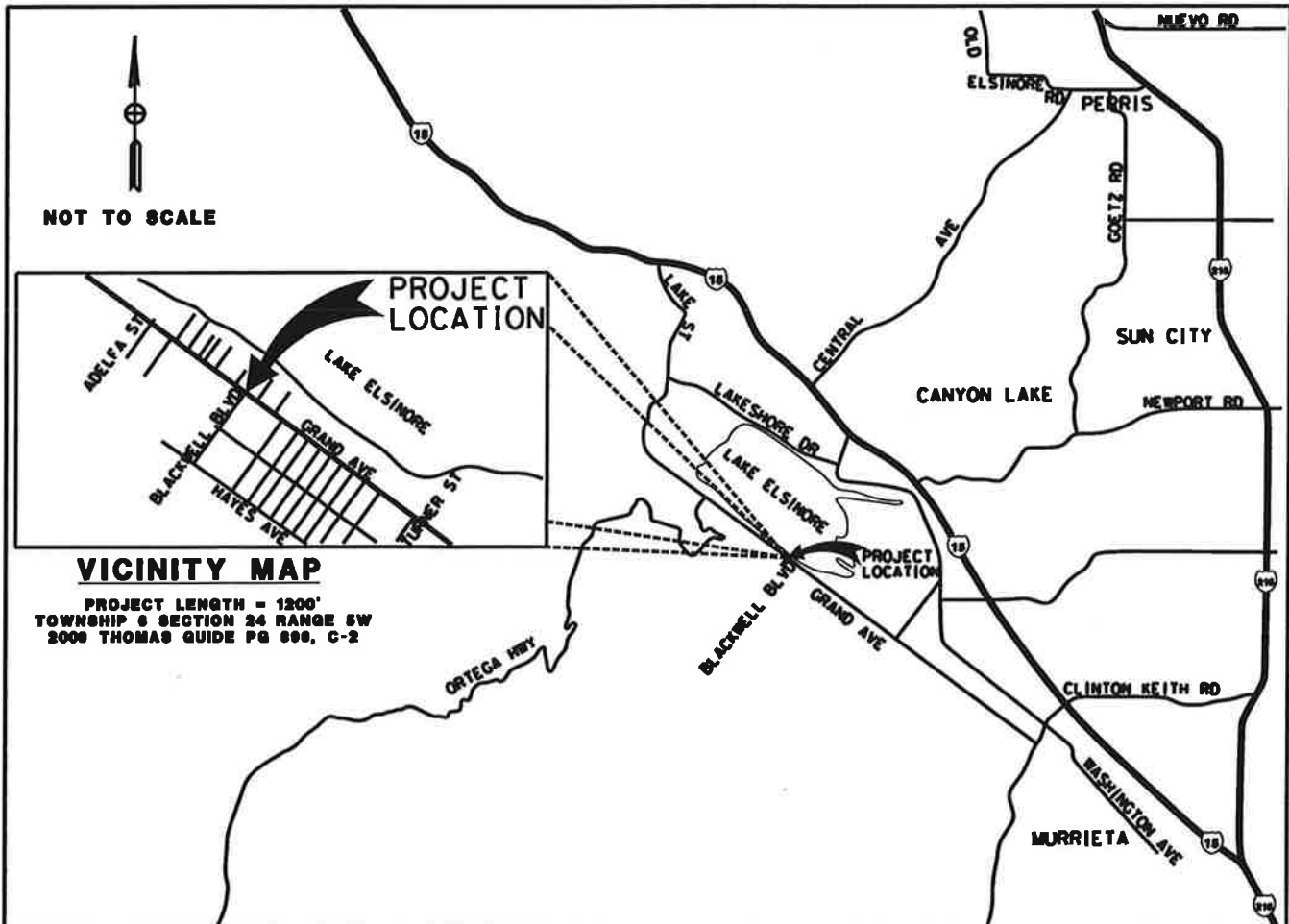
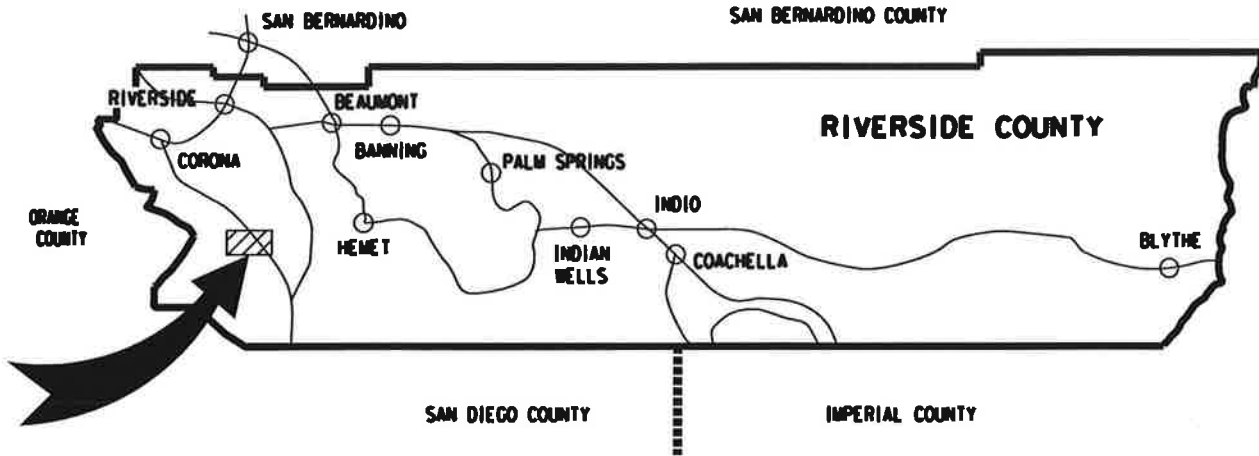
Construction is anticipated to begin in July 2013.

This agreement has been reviewed and approved by County Counsel.

Project No. C0-0533

VICINITY MAP

GRAND AVE AND BLACKWELL BLVD TRAFFIC SIGNAL PROJECT



**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
Traffic Signals and Associated Improvements**

**Construction of Traffic Signals at Grand Avenue and Blackwell
Avenue Improvements**
Lake Elsinore Area, County of Riverside
Project # C0-0533

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

RECITALS

WHEREAS, County, acting as lead agency in cooperation with the **Elsinore Valley Municipal Water District** is administering a public works project to construct road improvements on **Grand Avenue and Blackwell Avenue**, in the **City of Lake Elsinore** and the unincorporated area of Riverside County, California (hereinafter "Project"), and;

WHEREAS, District elects for County to include the relocation of **various waterline** facilities, as outlined on the Project documents, in the construction contract for Project at the expense of District, and;

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

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

AGREEMENT

1. **PROJECT DESCRIPTION**

Relocation and construction of various **waterline** pipeline improvements located within County's project area as shown on the project improvement plans, on file with the County and described in Exhibit "A" attached.

2. FINANCIAL PARTICIPATION

The total bid cost for the construction of the new District facilities is \$119,671.20, as described in Exhibit "A". It is mutually understood that this estimate does not include costs for construction inspection by District's inspector, or incidental costs, which shall be borne by District.

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

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

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

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

3. CONSTRUCTION PLANS AND SPECIFICATIONS

District shall cause the preparation of detailed construction plans, specifications and cost estimate for that portion of the construction project involving District's facilities, which have been reviewed and approved by both County and District. County shall utilize said engineering documents to be utilized for the construction of District improvements.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

District has elected to have its new improvements constructed by the County's contractor. The construction bid package has identified District's facilities as 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 construction of District's facilities. 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 District's work, then District agrees to do work with its own or contract forces so as to not delay construction schedule of County.

5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All District facilities furnished, constructed and installed by County's contractor shall be installed in 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 District facilities will not be implemented by the County without District's prior written approval. However, District agrees that County's Engineer, who is the County's on-site construction manager, may order the Change Order or additional work, in advance of receipt of written authorization from District, if the Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either County or District. County's Resident Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and District shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible. District shall be responsible for delay claims asserted by the Contractor resulting from District's failure to respond timely to any request for approval of a Change Order or additional work.

County's Engineer shall notify District immediately after ordering urgently needed change or additional work.

District shall be responsible to inspect the furnishing and installation of all District facilities and the performance of the involved work by County's Contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's Resident Engineer. District's inspection personnel shall have the authority, through the County's Resident Engineer, to enforce District's construction plans and specifications for the involved facilities, which District shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's contractor without cost to District. It is

mutually understood, however, that the construction contract is between County and its Contractor, and that communication and cooperation must be maintained between County's Engineer and District's Inspector. County will not provide inspection to District's Improvements except as it may affect construction of Project.

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

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

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

6. 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 of Riverside, 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 of Riverside, 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.

7. COUNTY TO PROVIDE INSURANCE

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

8. SUCCESSORS AND ASSIGNS

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

9. NOTICES

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

COUNTY OF RIVERSIDE ELSINORE VALLEY MUNICIPAL WATER DISTRICT
Transportation Department 31315 Chaney Street
P.O. Box 1090 Lake Elsinore, CA 92530
Riverside, CA 92502 Attn: Imad Bayashi
Attn: Juan C. Perez, Director

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

10. EFFECTIVE DATE

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

11. GENERAL

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

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





<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Juan C. Perez Director of Transportation & Land Mgmt. Agency</p> <p>Dated: <u>3/20/13</u></p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  <u>3/26/13</u> _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By: _____ Chairperson, Board of Supervisors</p> <p>Dated: _____</p> <p>ATTEST: Kecia Ithem-Harper NANCY ROMERO Clerk of the Board</p> <p>By: _____ Deputy</p>
<p>ELSINORE VALLEY MUNICIPAL WATER DISTRICT APPROVALS</p> <p> _____ Ronald E. Young, General Manager</p> <p>ATTEST:</p> <p>By:  _____</p>	<p>ELSINORE VALLEY MUNICIPAL WATER DISTRICT</p> <p>By: _____</p>

EXHIBIT "A"
To the Cooperative Agreement
Between the County of Riverside
And The Elsinore Valley Municipal Water District

Construction of Grand Avenue and Blackwell Avenue
Lake Elsinore Area, County of Riverside
Project # C0-0533

<u>Improvement</u>	<u>Estimated Cost</u>
<u>Waterline Improvements on</u>	<u>\$ 99,726.00</u>
<u>a 8" PVC C-900 DR-18 (Class-235)</u>	_____
<u>Waterline</u>	_____
Subtotal	<u>\$ 99,726.00</u>
Construction Contingencies (10%)	<u>\$ 9,972.60</u>
Construction backfill materials testing & Survey (fixed) (5%)	<u>\$ 4,986.30</u>
Administrative Costs, Engineer Design & Traffic Control (fixed) (10%)	<u>\$ 4,986.30</u>
Total Estimated Cost:	<u>\$ 119,671.20</u>
Deposit amount (90%)	<u>\$ 107,704.08</u>