

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

466A




FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 8, 2013

SUBJECT: Cooperative Funding Agreement with the Coachella Valley Water District (CVWD), Airport Boulevard Grade Separation Project, Thermal Area

RECOMMENDED MOTION: That the Board of Supervisors (Board):

1. Approve the Cooperative Agreement for the Construction of Sanitary Sewer and Domestic Water Pipeline Improvements, Airport Boulevard Grade Separation, Thermal area; and
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside (County).



Juan C. Perez
Director of Transportation and Land Management

JP:sd
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 708,234	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

SOURCE OF FUNDS: CVWD (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 Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL L. VICTOR
DATE: 8/7/13

Departmental Concurrence

Dept' Recomm.: Policy Consent

Per Exec. Ofc.: Policy Consent

Prev. Agn. Ref. | District: 4/4 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-104

The Honorable Board of Supervisors

RE: Cooperative Funding Agreement with the Coachella Valley Water District (CVWD), Airport Boulevard Grade Separation Project, Thermal Area

August 8, 2013

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BACKGROUND: Airport Boulevard (also known as Avenue 56) is designated in the Riverside County General Plan as a six-lane urban arterial highway that serves the Thermal community of eastern Riverside County, the City of Coachella, and the City of La Quinta while providing direct access from State Route 86 (SR-86) and Grapefruit Boulevard (SH-111) to the Jacqueline Cochran Regional Airport. A Union Pacific Rail Road (UPRR) at-grade crossing currently exists on Airport Boulevard just south of the City of Coachella, paralleling SR-86. A grade separation project that will separate Airport Boulevard from UPRR mainline tracks has been proposed, and it is anticipated that construction will begin in January 2014.

The Railroad Grade Separation Project includes the construction of a bridge structure to elevate Airport Boulevard over UPRR tracks. The project will improve motorist safety by separating vehicle traffic from rail traffic.

On June 11, 2013, the California Transportation Commission (CTC) allocated \$15,066,000 from the State's Proposition 1B Bonds Goods Movement Program administered through Transportation Corridor Improvement Funds (TCIF) for the Avenue 56 Grade Separation Project. A Project Baseline Agreement with the CTC, identifying the scope and cost of the project, was approved by the Board on July 29, 2008 and was amended on April 2, 2013, under Agenda Item 3-15.

The project has been environmentally cleared. Final plans, specifications, and estimates have been prepared; and, right-of-way acquisitions are at a stage where construction may begin.

The agreement provides for the funding and implementation of the following work:

1. Relocation of conflicting sewer facilities that are owned by CVWD
2. Installation of a section of new 30" diameter water pipeline through the project limits (The remainder of this infrastructure improvement project will be funded and constructed under a separate CVWD contract.)

CVWD has requested that the County 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. All costs under the agreement will be funded by CVWD.

CVWD has executed the submitted agreement. The agreement has been reviewed and approved by County Counsel.

Project No. A6-0241

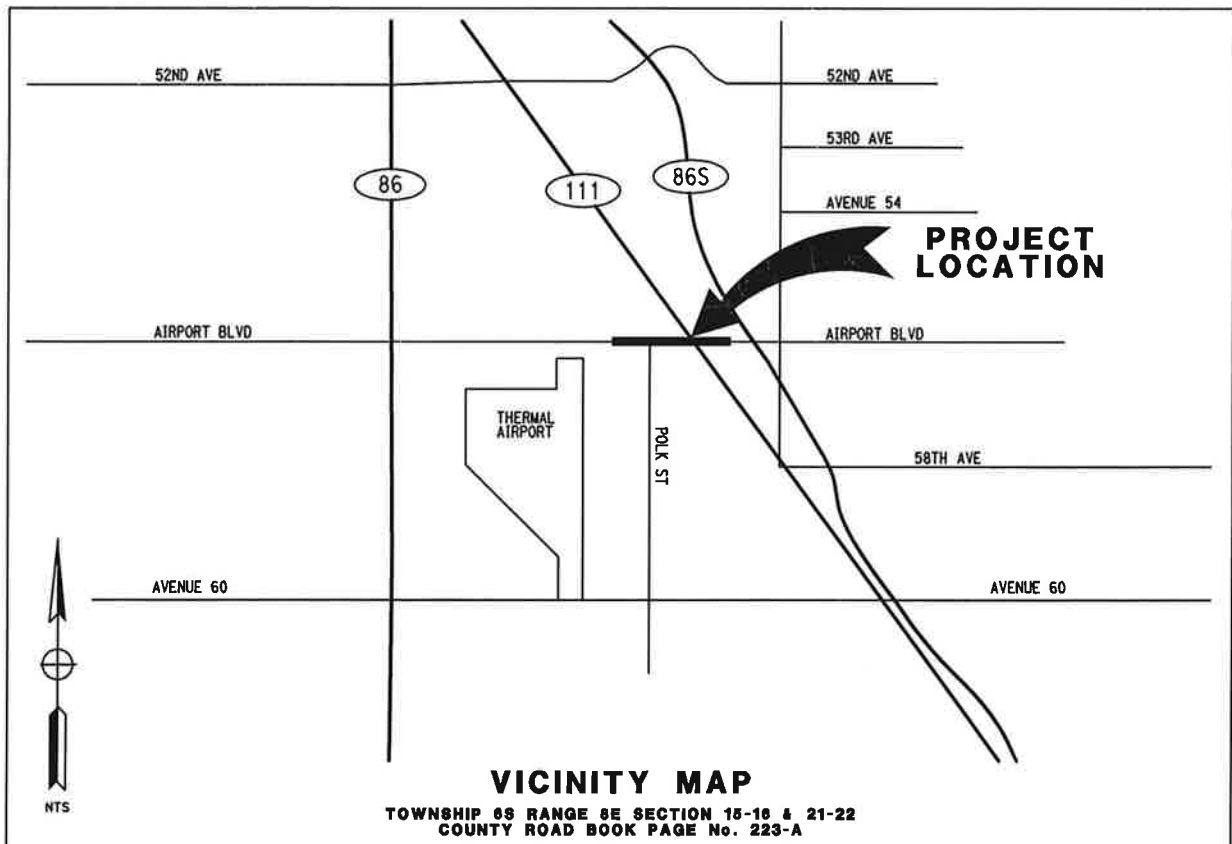
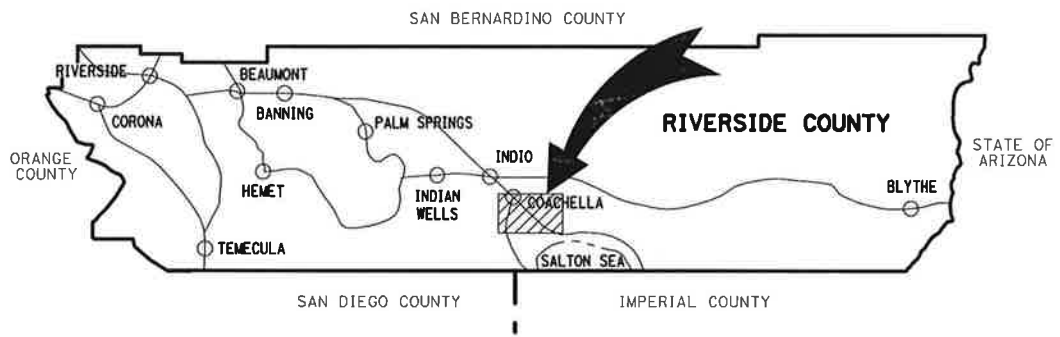
C O U N T Y O F R I V E R S I D E
D E P A R T M E N T O F T R A N S P O R T A T I O N

AIRPORT BLVD GRADE SEPARATION

FROM 0.49 MILES WEST OF GRAPEFRUIT BLVD
TO 0.34 MILES EAST OF GRAPEFRUIT BLVD

COMMUNITY OF THERMAL

PROJECT No. A6-0241



**Cooperative Agreement for the Construction of
Sanitary Sewer and Domestic Water Pipeline Improvements
Airport Boulevard Grade Separation
Thermal Area**

This Agreement is made and entered into this ____ day of _____, 2013, by and between the **Coachella Valley 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 is administering a public works project to construct road and bridge improvements on Airport Blvd., from Palm St. to Orange St. in the unincorporated area of Riverside County, California (hereinafter "Project"), and;

WHEREAS, District elects for County to include the relocation of 12-inch force main pipeline, the relocation of an 8-inch gravity sewer main pipeline and the installation of a 30-inch diameter domestic water pipeline facilities, and associated work 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 "A" and "B" 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. DISTRICT FACILITIES

Relocation of a sanitary sewer force main and gravity sewer main and installation of 30-inch diameter domestic water pipeline, and associated work, located within County's Project area as shown on the project improvement plans (CVWD DWG NO. 39476 thru 39481, and 39466 thru 39469), on file with the County and described in Exhibit "A" and "B" attached.

2. FINANCIAL PARTICIPATION

The total estimated cost for the construction of the new District facilities is \$708,234, as described in Exhibit "A" and "B". It is mutually understood that this estimate does not include costs for construction inspection by District's inspector, or District's incidental costs, which shall be borne by District.

In the event that changes made by District 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" and Exhibit "B", 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 for District facilities exceed the total estimated cost, as shown on Exhibit "A" and Exhibit "B", 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 District. County shall utilize said engineering documents for the construction of District improvements.

County shall include in its bid documents special provisions and technical specifications for the construction of the new District Facilities, which shall be stamped and signed by a registered engineer on behalf of the District. At the expense of District, said special provisions shall include a warranty of the work and materials, performed and provided by the County's contractor, which is acceptable to the District.

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 request District to provide written authorization to County to award the contract to include construction of District's facilities. District may authorize County to award either or both Alternate "A" and Alternate "B", or may choose neither alternate bid schedule. 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 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 Engineer. District's inspection personnel shall have the authority, through the County's Engineer, to enforce District's construction plans and specifications for the involved facilities, which 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 "B" 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" and "B". 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, 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 4% of the bid prices, as shown on Exhibit "A" and "B".

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.

It is mutually understood that additional utility work within Project limits will be performed by District forces during construction of County's Project. Some of this utility work will be done in accordance with relocation plans. Other utility work such as domestic water meter and fire hydrant relocations will be determined on a case by case basis depending on proximity to Project Improvements. County, County's contractor, and District will work diligently to coordinate District utility work in coordination with County's Project schedule.

County will include the following requirements in its construction contract, with respect to work performed at the expense of District:

County's Contractor shall warrant and guarantee to District that all work on District facilities will be in accordance with the approved construction plans and specifications and will not be defective. County's Contractor shall warrant and guarantee all work on District facilities against defects in materials and workmanship for a period of one year from and after the later of (i) the date of acceptance of the District facilities by District, or (ii) the date of acceptance of the Project by County, regardless of whether the same were furnished or performed by County's Contractor or by any of its subcontractors of any tier. Upon receipt of written notice from District of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective materials or workmanship, the

affected item, and any other item which is damaged as a result of such defect, or parts thereof, shall be repaired or replaced by County's Contractor at a time acceptable to District. Should County's Contractor fail to promptly make any necessary repair, replacement and tests, District may perform, or cause to be performed, the same at County's Contractor's expense. If, as determined by District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to notify County's Contractor. If County's Contractor cannot be contacted or does not comply with District's request for correction within a reasonable time, as determined by District, District may, notwithstanding the provisions of this paragraph, proceed to make such correction or provide such attention at County's Contractor's expense. Such action by District will not relieve County's Contractor of the guarantees required by this paragraph or elsewhere in the contract documents. Any expenses shall be charged to County's Contractor, deducted from monies due from County to County's Contractor and held on retention by County, or collected from County's Contractor's surety or sureties. County's Contractor and its surety or sureties, if any, shall be liable for the satisfaction and full performance of the warranties as set forth herein.

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, contractors, 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 directors, 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	Coachella Valley Water District
TLMA/Transportation Department	Attention: Jim Barrett, General Manager
P.O. Box 1090	P.O. Box 1058
Riverside, CA 92502	85-995 Avenue 52
Attn: Juan C. Perez, Director	Coachella, Ca 92236

Notice shall be deemed given 3 days after deposit is 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.



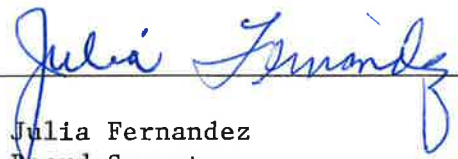

<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p></p> <p>_____ Juan C. Perez Director of Transportation and Land Management</p> <p>Dated: <u>8/7/13</u></p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  <u>8/7/13</u> _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By: _____ Chairperson, 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:  _____ Julia Fernandez Board Secretary</p>	<p>DISTRICT</p> <p>By:  _____ J. M. Barrett General Manager</p>

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

Construction of
Force Main and Gravity Sewer Relocation for Airport Boulevard Grade
Separation Project in the Territory of Thermal

<u>Improvement</u>	<u>Estimated Cost</u>
<u>Relocate Sewer Force Main:</u> Furnish and install new 6" ductile iron force main pipe, including dewatering existing sewer force main, restrained joints, concrete thrust blocks, fittings, appurtenances, concrete encasement, connections to existing system, and testing; concrete filling of annular space between existing 24" steel casing and existing 12" PVC force main at railroad crossing; remove and abandon in-place portions of existing 12" PVC force main pipe; remove existing cathodic protection test stations; remove and reconstruct existing 2" air release, air/vacuum assembly; and ancillary work, including, but not limited to, potholing, pavement removal and surface restoration; trenching, bedding backfilling, and compacting; mobilization/demobilization; clean-up; traffic control; water pollution control; trench shoring and worker protection; Union Pacific Railroad encroachment permit compliance, in accordance with the project improvement plans and specifications.	\$206,000
<u>Relocate Gravity Sewer:</u> Furnish and install new 8" PVC sewer pipe, 4" and 6" PVC sewer laterals, sewer manholes, and cleanouts; connect to existing lateral and manhole; abandon in-place existing 8" sewer pipe and manholes; and ancillary work, including, but not limited to, potholing, pavement removal and surface restoration; trenching, bedding backfilling, and compacting; mobilization/demobilization; clean-up; traffic control; water pollution control; trench shoring and worker protection, in accordance with the project improvement plans and specifications.	\$89,000
Subtotal	\$295,000
Construction Contingencies (10%)	\$29,500
Construction Backfill Materials Testing (fixed) (4%)	\$11,800
Construction Survey (fixed) (4%)	\$11,800
Administrative Costs (fixed) (5%)	\$14,750
Total Estimated Cost:	\$362,850
Deposit Amount (90%)	\$326,565

EXHIBIT "B"
To the Cooperative Agreement
Between the County of Riverside
And The Coachella Valley Water District

Construction of
30-inch Diameter Domestic Water Transmission Pipeline on Airport
Boulevard and Palm Street from
Polk Street to Thermal Post Office Access Driveway on Palm Street

<u>Improvement</u>	<u>Estimated Cost</u>
All-Risk Installation Floater Insurance	\$ 10,000
Mobilization	25,000
Potholing	12,500
30-inch Ductile Iron Pipe	189,600
30-inch Butterfly Valve	9,200
4-inch Air/Vacuum Valve	19,000
6-inch Fire Hydrant	12,000
1-inch Water Service	3,500
Subtotal	\$280,800
Construction Contingencies (10%)	28,080
Construction Backfill Materials Testing (fixed) (4%)	11,232
Construction Survey (fixed) (4%)	11,232
Administrative Costs (fixed) (5%)	14,040
Total Estimated Cost:	\$ 345,384
Deposit amount (90%)	\$ 310,846