

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

238 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
September 19, 2013

SUBJECT: Cooperative Agreement between County of Riverside (County) and Mission Springs Water District for Roadway Improvements on Dillon Road and Finding of Notice of Exemption, 4/4 District [\$86,073 Gas Tax 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Cooperative Agreement between the County and Mission Springs Water District for roadway improvements on Dillon Road; and
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301(c) – Existing Facilities and 15302 – Replacement or Reconstruction; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the Project.

Patricia Romo
Assistant Director of Transportation

Patricia Romo

Juan C. Perez
Director of Transportation and Land Management

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: *Arshal Victor* DATE: 9/20/13

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 86,073	\$ 0	\$ 86,073	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Gas Tax (ABX8-9 Mar 2010 New Huta - 100%)				Budget Adjustment: No	
				For Fiscal Year: 2013/2014	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District:
4/4

Agenda Number:

3-61

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement between County of Riverside (County) and Mission Springs Water District
for Roadway Improvements on Dillon Road and Finding of Notice of Exemption, 4/4 District
DATE: September 19, 2013.
PAGE: 2 of 2

BACKGROUND:

Summary

Mission Springs Water District is installing new sewer improvements on the north side of Dillon Road between Avenida Manzana and Bubbling Wells Road. This work includes constructing new roadway pavement on the north side of Dillon Road where trenching will occur. The County has determined that there is a need for roadway rehabilitation treatment on the south side of Dillon Road between Avenida Manzana and Bubbling Wells Road.

The County and Mission Springs Water District desire to have one agency take the lead role in the implementation of the roadway rehabilitation treatment located on the south side of Dillon Road between Avenida Manzana and Bubbling Wells Road. The Cooperative Agreement between the County and Mission Springs Water District outlines the agencies' responsibilities. The County will contribute \$86,073 towards the construction costs on the south side of Dillon Road between Avenida Manzana and Bubbling Wells Road, and the Mission Springs Water District will construct the improvements.

The proposed work consists of cold planing the existing asphalt to a depth of 0.15 feet, placing 0.15 feet of mix asphalt, and replacing the white edge line striping on the south side of Dillon Road between Avenida Manzana and Bubbling Wells Road.

Pursuant to the California Environmental Quality Act (CEQA), the Cooperative Agreement ("Project") was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Sections 15301(c) – Existing Facilities and 15302 – Replacement or Reconstruction.

The proposed Project is merely an agreement between two public agencies involving minor roadway rehabilitation and replacement of existing street improvements where no expansion of an existing use will occur. The agreement facilitates the minor asphalt re-paving and white edge line re-striping to be done, and such rehabilitation and replacement work does not result in an expansion of the capacity for use of the roadway.

The total cost of the work is \$86,073.

Work Order No.: C4-0059

1 **COOPERATIVE AGREEMENT BY AND BETWEEN**
2 **COUNTY OF RIVERSIDE**
3 **AND**
4 **MISSION SPRINGS WATER DISTRICT**
5 **FOR ROADWAY IMPROVEMENT SERVICES ON**
6 **DILLON ROAD**

7
8 This Agreement entered into this _____ day of _____, 2013, by and between the County of
9 Riverside, (hereinafter "COUNTY"), and the Mission Springs Water District, (hereinafter "District") for the provision
10 of certain roadway rehabilitation treatment (pavement overlay) on Dillon Road between Avenida Manzana and
11 Bubbling Wells Road. COUNTY and DISTRICT are sometimes collectively referred to herein as the "PARTIES."

12 **RECITALS**

- 13 A. DISTRICT is installing new sewer improvements on the north side of Dillon Road between Avenida
14 Manzana and Bubbling Wells Road (hereinafter "DISTRICT IMPROVEMENTS"). This work includes
15 constructing new roadway pavement on the north side of Dillon Road, where trenching will occur.
- 16 B. COUNTY has determined that there is a need for roadway rehabilitation treatment on the south side of
17 Dillon Road between Avenida Manzana and Bubbling Wells Road, located within the jurisdictional
18 boundaries of the COUNTY as described in Exhibit A (Scope of Work).
- 19 C. COUNTY and DISTRICT desire to have one agency take a lead role in the implementation of the
20 roadway rehabilitation treatment located on the south side of Dillon Road between Avenida Manzana and
21 Bubbling Wells Road (hereinafter "PROJECT") in an interest to coordinate the improvements and to
22 reduce overall costs by including the PROJECT with the DISTRICT IMPROVEMENTS.
- 23 D. COUNTY and DISTRICT desire to designate DISTRICT as the lead agency for the PROJECT and
24 DISTRICT will, therefore, provide the administrative, technical, managerial, and support services
25 necessary to develop and implement the PROJECT.
- 26 E. COUNTY and DISTRICT desire to define herein the terms and conditions under which said PROJECT is
27 to be administered, coordinated, constructed, managed, maintained, and financed.
- 28
29

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To fund PROJECT construction costs for the roadway rehabilitation improvements located on the south side of Dillon Road between Avenida Manzana and Bubbling Wells Road within the jurisdictional boundaries of the COUNTY.
2. To reimburse DISTRICT for the PROJECT construction costs, which are estimated to be **\$86,073**, which may not be exceeded without prior approval by COUNTY.
3. To issue, at no cost to DISTRICT or its contractors, upon proper application by DISTRICT or DISTRICT's contractor, an encroachment permit authorizing entry onto COUNTY's right-of-way to perform survey and other investigative activities required for pre-construction and construction activities of the PROJECT.
4. To pay within forty-five (45) days of receipt all invoices submitted by DISTRICT for services rendered in accordance with this agreement.

SECTION 2 • DISTRICT AGREES:

1. To include the construction of the PROJECT improvements with construction of DISTRICT IMPROVEMENTS, as specified on EXHIBIT A, SCOPE OF WORK, attached and incorporated herein by this reference.
2. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility, if applicable. If any existing public and/or private utility facilities conflict with PROJECT construction, DISTRICT shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal.
3. Pursuant to, and in accordance with the California Environmental Quality Act (hereinafter "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 the project.
4. To obtain all necessary permits, approvals, or agreements required by any Federal or State resource or regulatory agencies and secure all necessary rights of way, rights of entry, and temporary construction easements pertaining to the construction of the PROJECT.
5. Issue any necessary change order(s) to DISTRICT'S current public works contract in the Sky Valley area

1 for the construction of PROJECT in accordance with local agency Public Works requirements, including
2 California Public Contract Code and Labor Code.

- 3 6. Construct PROJECT in accordance with specifications approved by COUNTY.
- 4 7. To cause DISTRICT'S contractor to maintain in force until completion and acceptance of the PROJECT a
5 policy of Commercial General Liability Insurance including coverage for premises liability, unmodified
6 contractual liability coverage, products and completed operations liability, personal and advertising injury,
7 and cross liability coverage for claims, which may arise out of contractor's performance, in the amount of
8 \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of
9 \$1,000,000 minimum per occurrence. Endorsements to each policy shall be required, which name the
10 COUNTY, its officers, agents, and employees as additional insured. DISTRICT shall also require
11 DISTRICT'S contractor to maintain Workers' Compensation Insurance. DISTRICT shall provide
12 Certificates of Insurance and Additional Insured Endorsements, which meet the requirements of this
13 section.
- 14 8. To furnish COUNTY a single invoice with a final reconciliation of project expenses within ninety (90) days
15 following the completion and acceptance of the constructed PROJECT improvements. The invoice
16 amount shall not exceed the costs specified in Section 2 for the PROJECT construction costs.
- 17 9. To assist COUNTY with any potential claim(s) against DISTRICT'S contractor regarding performance or
18 workmanship issues regarding PROJECT, which may arise during construction or any warranty period.

19 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 20 1. The work shall be performed by DISTRICT forces.
- 21 2. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
22 automatically be vested with the jurisdiction for which the improvements reside, and no further agreement
23 will be necessary to transfer ownership.
- 24 3. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
25 by both PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on
26 either party hereto.
- 27 4. COUNTY and DISTRICT shall retain, or cause to be retained for audit, all records and accounts relating
28 to PROJECT for a period of three (3) years from the date of final payment.
- 29 5. Neither COUNTY, nor any officer or employee thereof, shall be responsible for any damage or liability

1 occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any
2 work, authority, or jurisdiction delegated to DISTRICT under this Agreement. It is further agreed that
3 pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY
4 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring
5 by reason of anything done or omitted to be done by DISTRICT under or in connection with any work,
6 authority, or jurisdiction delegated to DISTRICT under this Agreement.

7 6. Neither DISTRICT, nor any officer or employee thereof, shall be responsible for any damage or liability
8 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any
9 work, authority, or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that
10 pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold DISTRICT
11 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring
12 by reason of anything done or omitted to be done by COUNTY under or in connection with any work,
13 authority, or jurisdiction delegated to COUNTY under this Agreement.

14 7. This Agreement and the exhibits herein contain the entire agreement between the PARTIES and are
15 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation
16 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set
17 forth in this Agreement, is null and void.

18 8. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
19 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing
20 any standard of care with respect to the maintenance of roads different from the standard of care
21 imposed by law.

22 9. This Agreement may be executed in one or more counterparts; and, when a counterpart shall have been
23 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the
24 same instrument.

25 10. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing for
26 the PROJECT.

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28 IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly
29 authorized representatives to be effective on the day and year first above-written.

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COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

 Dated: 9/6/13

Juan C. Perez
Director of Transportation and Land Management

APPROVED AS TO FORM:

 Dated: 9/30/13

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

PRINTED NAME
Chairman, Board of Supervisors

ATTEST:

_____ Dated: _____

Kecia Harper-Ihem
Clerk of the Board (SEAL)

MISSION SPRINGS WATER DISTRICT

APPROVED BY:

_____ Dated: _____

PRINTED NAME

TITLE

APPROVED BY:

_____ Dated: _____

PRINTED NAME

TITLE

EXHIBIT A • SCOPE OF WORK

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DESCRIPTION: Cold plane existing asphalt pavement to a depth of 0.15 ft, place 0.15 ft of 1/2-inch (type A) PG 70-10 hot mix asphalt, replace white edge line striping on south side of Dillon Road between Avenida Manzana and Bubbling Wells Road.