

247A



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

FROM: TLMA – Transportation Department

SUBMITTAL DATE:
February 9, 2015

SUBJECT: Cooperative Agreement for the Construction of Eastern Municipal Water District Facilities as Part of the Interstate 215/Newport Road Interchange Project in the City of Menifee. 5th District; [\$756,000]; Local 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement for the construction of Eastern Municipal Water District Facilities as part of the Newport Road Bridge and Roadway Construction Project by Riverside County; and
2. Authorize the Chairman of the Board to execute the same.

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 2/17/15
DATE
BY: GREGORY P. PRIAMOS
Departmental Concurrence

[Signature: Patricia Romo]

Patricia Romo
Assistant Director of Transportation

[Signature: Juan C. Perez]

Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 756,000	\$ 756,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Eastern Municipal Water District (100%). There are no General Funds used in this project.				Budget Adjustment: No	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature: Tina Grande]*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 09/11/12, Item 3-44
10/21/14, Item 3-33

District: 5

Agenda Number:

3-46

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement for the Construction of Eastern Municipal Water District Facilities as Part of the Interstate 215/Newport Road Interchange Project in the City of Menifee. 5th District; [\$756,000]; Local 100%

DATE: February 9, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

Newport Road is a primary east-west corridor in southwestern Riverside County (County). The Newport Road interchange at Interstate 215 (I-215) within the City of Menifee (City) is a key interchange, serving the developing areas of the City and the surrounding unincorporated areas of the County.

Since the County has extensive experience in administering construction contracts for interchange projects involving federal and state agencies, the County and the City mutually agreed to designate the County as the lead agency for this interchange project. A cooperative agreement between the County and the City for the construction of the Newport Road interchange at I-215 was approved by the Board of Supervisors (Board) on September 11, 2012 (Agenda Item 3-44). The Board approved the plans, specifications, and authorization to advertise for bids for this project on October 21, 2014 (Agenda Item 3-33). Additionally, an amendment to the cooperative agreement with the City for construction funding and the award of the construction contract for this project has been prepared and will be executed concurrently with the approval of this cooperative agreement.

The County is proposing to construct improvements to the Newport Road interchange at I-215 within the City beginning in spring 2015. The existing ramps will be reconstructed, and new loop on-ramps will be added. Additionally, Newport Road will be widened to six through lanes between Haun and Antelope roads.

Eastern Municipal Water District (EMWD) has requested that the County include the construction of a 20-inch and 18-inch potable water pipeline through the project limits in its construction contract. The Transportation Department recommends that the work be included in the County's contract in an effort to provide the most efficient and cost effective manner of construction, while minimizing any impacts and/or inconvenience to the public. Additionally, by including the installation of the pipeline to the County's construction project we are able to provide for the best possible coordination of the utility-related work. All costs under the agreement will be funded by EMWD.

The agreement has been reviewed and approved by County Counsel.

Work Order No.: B5-0682

Impact on Residents and Businesses

The proposed Newport Road Interchange Project will reduce congestion, improve traffic flow, and improve public safety by improving the current traffic operations at the interchange.

SUPPLEMENTAL:

Additional Fiscal Information

EMWD will fund 100% of the cost for the construction of a 20-inch and 18-inch potable water pipeline, which is expected to cost \$756,000

Contract History and Price Reasonableness

N/A

**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
EASTERN MUNICIPAL WATER DISTRICT FACILITIES AS PART
OF THE NEWPORT ROAD BRIDGE AND ROADWAY
CONSTRUCTION PROJECT BY RIVERSIDE COUNTY**

This Agreement is made and entered into this ____ day of _____, 2015, by and between the **Eastern 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, the County, acting as lead agency, is in the process of preparing public bid documents to construct improvements at the Interstate 215 and Newport Road interchange, in the City of Menifee within Riverside County, California (hereinafter "Project") and;

WHEREAS, District elects for County to include the construction of a 20-Inch and 18-inch Potable Water Pipeline through the Newport Road Bridge improvements, 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

Construction of a 20-Inch and 18-inch Potable Water Pipeline through the Newport Road Bridge improvements on Newport from Haun Road to Antelope Avenue, (hereinafter "The Work" and "District's Facilities"), 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 estimated at \$756,000, 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 affecting The Work made during construction require additional work to be performed, that additional work shall be financed by District.

The Work, 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, and recordation of acceptance and completion of as-builts for such work by District, County shall calculate all final costs incurred to the project for the construction of The Work, 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 The Work, which have been reviewed and approved by both County and District. County shall use said engineering documents for the construction of The Work.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

District has elected to have District's Facilities 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 The Work, then District agrees to do The 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. District acknowledges that the materials must comply with the Federal Buy-America requirements, and County agrees to include these requirements in its contract specifications. 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 affecting District's Facilities.

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 Facilities 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's 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 The Work.

Trench backfill materials testing and survey costs attributable to District's Facilities shall be the responsibility of District, and shall be a fixed amount of \$31,500.00, 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
Transportation Department
P.O. Box 1090
Riverside, CA 92502
Attn: Patricia Romo, Assistant Director of Transportation

Eastern Municipal Water District (EMWD)
P.O.Box 8300
Perris, Ca 92572-8300
Attn: Armando Arroyo, Senior Civil Engineer

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.




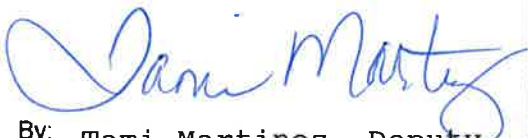
COUNTY APPROVALS	COUNTY OF RIVERSIDE
<p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Patricia Romo Assistant Director of Transportation</p> <p>Dated: <u>7-9-15</u></p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  _____ Deputy</p> <p>SYNTHIA M. GUNZEL</p>	<p>By: _____</p> <p>Chairperson, Board of Supervisors</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>Kecia Harper-Ihem Clerk of the Board</p> <p>By: _____</p> <p>Deputy</p>
DISTRICT APPROVALS	DISTRICT
<p>ATTEST:  _____ By: Paul D. Jones II, General Manager</p>	<p> _____ By: Tami Martinez, Deputy Board Secretary</p>

EXHIBIT "A"

**To The Cooperative Agreement
Between the County of Riverside
And The Eastern Municipal Water District**

Construction of a 20-Inch Potable Water Pipeline and an 18-inch Potable Water Pipeline through the Newport Road Bridge improvements on Newport from Hahn Road to Antelope Avenue, in unincorporated area of Riverside County.

<u>IMPROVEMENTS</u>	<u>ESTIMATED COST</u>
Waterline Improvements on Newport Road, 20-inch Potable Water Pipeline and 18-inch Potable Water Pipeline	\$ 630,000
Subtotal	630,000
Construction Contingencies (10%)	63,000
Construction Backfill Material Testing and Survey Staking Costs (fixed) (5%)	31,500
Administrative Costs (fixed) (5%)	31,500
<u>Total Estimated Costs</u>	<u>\$ 756,000</u>
Deposit amount (90%)	\$ 680,400