

FORM APPROVED COUNTY COUNSEL
BY: Gregory P. Priamos 9/29/15
DATE

Departmental Concurrence

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

409 A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
September 14, 2015

SUBJECT: Cooperative Funding Agreement with the Eastern Municipal Water District. 3rd District, Murrieta Area; CEQA Finding of Nothing Further is Required; [\$167,143]; Eastern Municipal Water District (100%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that all potentially significant effects have been adequately analyzed in an earlier Supplemental Environmental Impact Report (SEIR) No. 398, certified by the Riverside County Board of Supervisors on February 7, 2006 (Item 3-44); therefore, nothing further is required pursuant to the California Environmental Quality Act (CEQA); and
2. Approve the submitted Cooperative Agreement for the Construction of Eastern Municipal Water District (EMWD) Facilities as Part of the Warm Springs Creek Bridge and Roadway Construction Project by Riverside County between the County of Riverside (County) and EMWD; and
3. Authorize the Chairman of the Board to execute the agreement on behalf of the County; and
4. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk for posting within five working days.

Patricia Romo
Patricia Romo
Assistant Director of Transportation

Juan O. Perez
Juan O. 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	\$ 167,143	\$ 0	\$ 167,143	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: EMWD (100%). There are General Funds used in this project.

Budget Adjustment: No

For Fiscal Year: 2015/2016

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 2/7/06, Item 3-44;
6/2/15, Item 3-28

District: 3

Agenda Number:

3-30

BACKGROUND:

Summary

The Clinton Keith Road Extension Project was advertised for construction bids on June 2, 2015 (Agenda Item 3-28), and construction is anticipated to begin in the fall of 2015. The Clinton Keith Road Extension Project will extend Clinton Keith Road from Whitewood Road to Leon Road and includes the construction of a bridge over Warm Springs Creek.

EMWD desires to install a water pipeline within the new bridge for future use and has requested that the County include the installation in the County's construction contract. The Transportation Department recommends that the work be included in the County's construction project. All costs under the agreement will be funded by EMWD.

EMWD has executed the submitted agreement, and agreement has been reviewed and approved by County Counsel.

SEIR No. 398 (State Clearing House #1995062022) was completed in compliance with CEQA Guidelines and certified by the Board on February 7, 2006, for the Clinton Keith Road Extension Project. Additionally, on June 2, 2015, the Board approved an addendum to SEIR No. 398, which analyzed the construction phasing of the project, approved the design plans and specifications, and advertised the project for bidding. The design plans, as advertised, include the water pipeline within the bridge.

The Cooperative Agreement is an implementing action in furtherance of the project and is consistent with the characteristics evaluated in SEIR No. 398. Nothing further is required because all potentially significant effects have been adequately addressed in the SEIR.

Project No: B2-04722

Impact on Residents and Businesses

The work will be performed by the County's contractor, who will conduct public outreach to area residents and schools prior to the start of construction. All work will be performed so as to minimize inconvenience to the public. Having the pipeline installed now as part of this project will replace the need to cut the pavement on a new road in the future and avoid disruption to traffic, which would occur if it is done at a later date.

SUPPLEMENTAL:

Additional Fiscal Information

All costs associated with the installation of the water pipeline will be reimbursed to the County by EMWD. Costs are estimated to be \$167,143.

ATTACHMENTS:

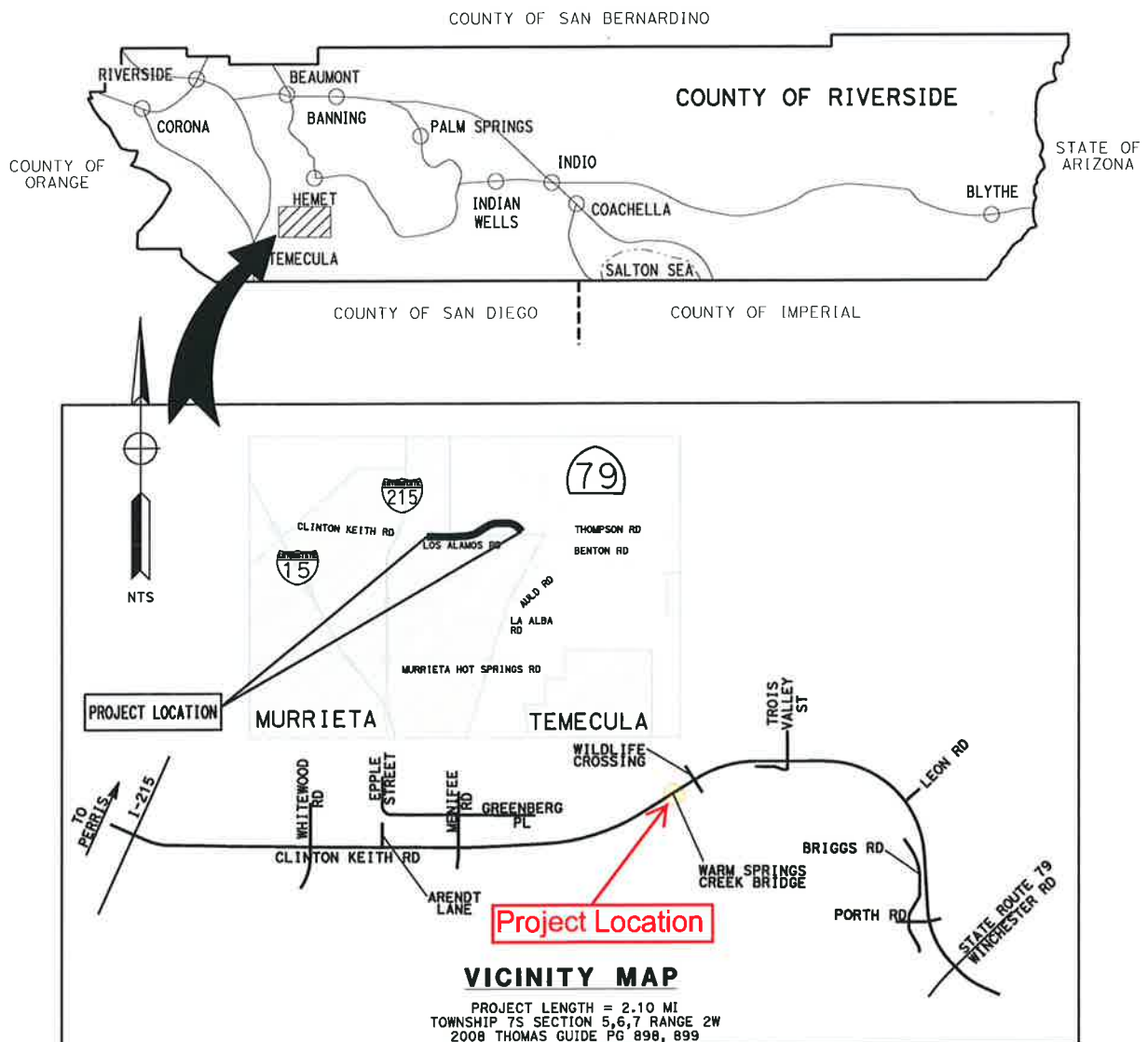
Vicinity Map
Cooperative Agreement
Notice of Determination

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

CLINTON KEITH ROAD CONSTRUCTION PROJECT - PHASE 2

FROM WHITEWOOD ROAD TO LEON ROAD
IN THE CITY OF MURRIETA AND FRENCH VALLEY AREA

PROJECT No. B2-0472



**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
EASTERN MUNICIPAL WATER DISTRICT FACILITIES AS PART
OF THE WARM SPRINGS CREEK 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 Clinton Keith Road from Whitewood Avenue to Leon Road (Phase I), including a bridge over Warm Springs Creek, in the unincorporated area of Riverside County, California (hereinafter "Project") and;

WHEREAS, District elects for County to include the construction of a 14-inch Potable Water Pipeline in a steel casing within the Warm Springs Creek bridge, 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 14-inch District's Potable Water Pipeline and casing within the Warm Springs bridge, (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" and Exhibit "A-1" attached.

2. FINANCIAL PARTICIPATION

The total bid cost for the construction of the new District facilities is \$175,040.00, as described in Exhibit "A" and Exhibit "A-1". 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" and Exhibit "A-1", 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, \$167,142.55, in accordance with Exhibit "A" and Exhibit "A-1", 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 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" and Exhibit "A-1", 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 utilize said engineering documents to be utilized 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. 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", Exhibit "A-1" 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 10% of the bid prices as specified on Exhibit "A" and Exhibit "A-1". 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 5% and Geotechnical fixed amount of 3%, as shown on Exhibit "A" and Exhibit "A-1".

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

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.



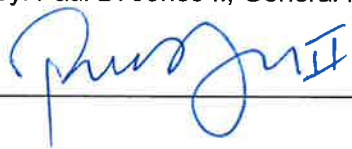


<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Patricia Reme Juan C. Perez Assistant Director of Transportation and Land Management Dated: <u>9/19/15</u></p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  9/28/15 _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By: _____</p> <p>Chairperson, 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>
<p>EASTERN MUNICIPAL WATER DISTRICT APPROVALS</p> <p>ATTEST:</p> <p>By: Paul D. Jones II, General Manager</p> <p> _____</p>	<p>EASTERN MUNICIPAL WATER DISTRICT APPROVALS</p> <p> By: Rosemarie V. Howard, Board Secretary</p> <p> _____</p>

EXHIBIT "A"

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

Construction of

A 14-Inch Potable Water Pipeline through the Warm Springs Creek Bridge improvements on Clinton Keith Road from Whitewood Avenue to Trois Valley Street (Phase I) Project, in unincorporated area of Riverside County.

ESTIMATED COSTS TO OWNER as described in Exhibit A-1:

<u>The Work, as estimated in Exhibit "A-1"</u>	<u>\$ 136,750.00</u>
<u>Construction Contingencies EMWD (fixed) 10%</u>	<u>\$ 13,675.00</u>
<u>Survey Staking Costs (fixed) 5%</u>	<u>\$ 6,837.50</u>
<u>Geotechnical Costs (fixed) 3%</u>	<u>\$ 4,102.50</u>
<u>Riverside County – Admin.Costs (fixed) (10%)</u>	<u>\$ 13,675.00</u>
<u>Total Estimated Costs</u>	<u>\$ 175,040.00</u>
<u>Deposit amount (90%)</u>	<u>\$ 157,536.00</u>
<u>EMWD – County Invoice for Bridge Plans Revision</u>	<u>\$ 9,606.55</u>
<u>Deposit Amount (90%) plus Invoice Amount</u>	<u>\$ 167,142.55</u>

*** COSTS NOT PART OF REIMBURSEMENT AGREEMENT**

<u>EMWD – Construction Management Costs (5%)</u>	<u>\$ 7,864.00*</u>
<u>EMWD – Construction Inspection Costs (7%)</u>	<u>\$ 11,009.00*</u>
<u>Total Only for EMWD Information</u>	<u>\$ 18,873.00*</u>

Clinton Keith Rd. Potable Waterline Through Warm Springs Creek Bridge

PROJECT NAME: Clinton Keith 14" DI Waterline Through Bridge						
Item	Description of Construction Items	Quantity	Unit	Unit Cost	Item Cost	
* 1	Furnish and Install 14" Steel Pipe CML&C per EMWD Standards and Specifications.	86	LF	\$150.00	\$12,900.00	
* 2	Furnish and Install 14" Steel Pipe CML&P per EMWD Standards and Specifications.	352	LF	\$150.00	\$52,800.00	
* 3	Install wax tape on portion of CML&P pipe with less than 36" of vertical clearance	80	LF	\$25.00	\$2,000.00	
* 4	Install 14" Seismic Expansion Joint - Flex-Tend Joints per plan.	2	EA	\$19,500.00	\$39,000.00	
* 5	Install 14" Blind Flange	2	EA	\$3,500.00	\$7,000.00	
* 6	Pipe Hanger / Support, adjustable clevis type band, carbon steel	34	EA	\$50.00	\$1,700.00	
* 7	Pipe hanger / Support rods	34	EA	\$150.00	\$5,100.00	
* 8	20" Steel Casing	70	LF	\$175.00	\$12,250.00	
* 9	Install Cathodic Test Station per EMWD Standards and Specifications.	2	EA	\$2,000.00	\$4,000.00	
	Subtotal				\$0.00	
					\$136,750.00	

Total Construction Cost
Construction Cost plus EMWD - 10%
contingency

Survey 5%
Geotechnical 3%
SUB-TOTAL COST

Riverside County - Admin. Costs (Fixed) (10%)

TOTAL COST

Deposit Amount (90%)

County Invoice for Bridge Plans Revisions

* COST NOT PART OF REIMBURSEMENT AGREEMENT*

EMWD - Construction Management Cost (5%) *
EMWD - Construction Inspection Cost (7%) *

Total Only for EMWD Information *

\$ 136,750.00
\$ 13,675.00
\$ 6,837.50
\$ 4,102.50
\$ 161,365.00
\$ 13,675.00
\$ 175,040.00
\$9,606.55
\$167,142.55

Deposit Amount (90%) plus Invoice Amount



NOTICE OF DETERMINATION
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

Supplemental Environmental Impact Report No. 398

SCH# 1995062022



PROJECT NAME: Cooperative Funding Agreement with Eastern Municipal Water District for funding the installation of a water pipeline within the Warm Springs Creek Bridge as part of the construction contract for the Clinton Keith Road Extension Project.

LOCATION AND DESCRIPTION: The location subject to the Cooperative Funding Agreement between Eastern Municipal Water District and the County is in an unincorporated area of southwest Riverside County, adjacent to the City of Murrieta, along the right of way of Clinton Keith Road at Warm Springs Creek. The Agreement provides a funding mechanism to reimburse the County for costs incurred to include a water pipeline in the design plans and to install the pipeline during construction of the Warm Springs Creek Bridge, which is a part of the Clinton Keith Road Extension Project.

A Final Environmental Impact Report No. 398 was certified in 2000 for the Clinton Keith Road Extension Project and a Supplemental Environmental Impact Report was approved for the Project in 2006. The Supplemental EIR addressed the installation of a water pipeline within the Warm Springs Creek Bridge for future use, and nothing further is required.

1. The Cooperative Agreement will not have a significant effect on the environment.
2. An Environmental Impact Report and a Supplemental Environmental Impact Report were prepared and certified for the Clinton Keith Road Extension Project pursuant to the provisions of CEQA.
3. The Cooperative Agreement was reviewed and it was determined that no new environmental documentation is required because (a) provision for the water line within the bridge was adequately addressed in the SEIR; (b) all potentially significant effects of the installation of the water line have been avoided or mitigated in conformance with the SEIR; (c) no new environmental effects have been identified; (d) no substantial increase in severity of the environmental effects have been identified as a result of the water line installation; (e) no considerably different mitigation measures have been identified; (f) no mitigation measures found infeasible have become feasible. The Cooperative Agreement is an implementing action in furtherance of the Project and is consistent with the characteristics evaluated in the SEIR.
4. Nothing further is required because all potentially significant effects have been adequately addressed in the SEIR.

The Final EIR and SEIR may be examined, along with the administrative record, at the Transportation Department, 4080 Lemon Street, 8th Floor, Riverside, California 92501.

 _____ Russell Williams	Title	Environmental Div. Manager	Date	8/31/15
 _____ Juan C. Perez	Title	Director of Transportation & Land Management Agency	Date	9/22/15

XX Board of Supervisors
 Planning Commission

_____ Approval

_____ Disapproval

Date: _____

Date:

For County Clerk Use