

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

903B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
June 8, 2010

SUBJECT: Pedley Hills – Bolero Drive Storm Drain
Project No. 1-0-00138
Cooperative Agreement

RECOMMENDED MOTION:

Approve the Cooperative Agreement between the District and the Riverside County Transportation Department; and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which the District is to construct the Pedley Hills – Bolero Drive Storm Drain.

Continued on Page 2

Steve Thomas

JPS:blj

FOR **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Tavaglione, Stone, Benoit, and Ashley
Nays: None
Absent: Buster
Date: June 8, 2010
xc: Flood, Transp.

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

(Companion Item 3.66)

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED BY RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
BY: *Neal R. Kipnis* DATE: 6/10/10

- Dep't Recomm.: Policy
- Per Exec. Ofc.: Policy
- Consent
- Consent

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Pedley Hills – Bolero Drive Storm Drain
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Page 2

BACKGROUND contd.:

The District is funding all storm drain, right of way, construction and its inspection costs.

The County is granting the District the necessary rights to construct, operate and maintain the project within County road rights of way and, upon completion of project construction, will assume ownership, operation and maintenance of the project's mainline storm drain, associated laterals, catch basins and connector pipes.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Transportation Department's agenda this same date.

JPS:blj

1 B. Associated with the construction of STORM DRAIN is the construction of
2 various catch basins and connector pipes located within TRANSPORTATION and/or private
3 rights of way, hereinafter called "APPURTENANCES". STORM DRAIN and
4 APPURTENANCES are hereinafter altogether called "PROJECT"; and

5 C. DISTRICT desires TRANSPORTATION to accept ownership and
6 responsibility for the operation and maintenance of PROJECT upon completion. Therefore,
7 TRANSPORTATION must review and approve DISTRICT'S plans and specifications for
8 PROJECT and subsequently inspect the construction of PROJECT; and

9 D. DISTRICT is willing to: (i) prepare plans and specifications for PROJECT,
10 hereinafter called "IMPROVEMENT PLANS"; in accordance with DISTRICT and
11 TRANSPORTATION standards, (ii) act as Lead Agency pursuant to the California
12 Environmental Quality Act (CEQA), (iii) secure all permits, regulatory permits, licenses, rights
13 of entry and rights of way necessary to construct, inspect, operate and maintain PROJECT except
14 as otherwise provided herein, (iv) allow TRANSPORTATION an opportunity to review and
15 approve IMPROVEMENT PLANS, permits, regulatory permits, licenses, rights of entry and
16 rights of way documents prior to advertising PROJECT for construction, (v) advertise, award
17 and administer a public works PROJECT construction contract, (vi) provide all construction
18 surveys, materials testing and construction inspection necessary for construction of PROJECT,
19 (vii) pay all costs related to PROJECT'S design, construction and administration, (viii) provide
20 TRANSPORTATION with original "record drawings" of IMPROVEMENT PLANS as provided
21 herein, and (ix) accept ownership and responsibility for the operation and maintenance of
22 PROJECT until such time as TRANSPORTATION accepts PROJECT for ownership, operation
23 and maintenance as provided herein; and
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1 E. TRANSPORTATION is willing to (i) review and approve
2 IMPROVEMENT PLANS prepared by DISTRICT for PROJECT, (ii) review and approve
3 permits, regulatory permits, licenses, rights of entry and rights of way documents, (iii) grant
4 DISTRICT or its contractor(s) the rights necessary to construct and inspect PROJECT within
5 TRANSPORTATION rights of way, (iv) inspect the construction of PROJECT for quality
6 control purposes, and (v) accept ownership and responsibility for the operation and maintenance
7 of PROJECT upon (i) receipt of DISTRICT'S Notice of Completion, (ii) receipt of engineering
8 documentation confirming that PROJECT was constructed in accordance with IMPROVEMENT
9 PLANS, (iii) conveyance to TRANSPORTATION of the necessary rights of way for the
10 inspection, operation and maintenance of PROJECT as set forth herein and (iv) receipt of
11 original record drawings of IMPROVEMENT PLANS as provided herein; and
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13
14 F. The purpose of this Agreement is to memorialize the mutual understandings
15 by and between DISTRICT and TRANSPORTATION with respect to design, construction,
16 inspection, ownership, operation and maintenance, and funding of PROJECT.

17 NOW, THEREFORE, the parties hereto mutually agree as follows:

18 SECTION I

19 DISTRICT shall:

20
21 1. Prepare or cause to be prepared, IMPROVEMENT PLANS, as shown on
22 District Drawing No. 1-666, in accordance with DISTRICT and TRANSPORTATION
23 standards, and submit to TRANSPORTATION for its review and approval prior to advertising
24 PROJECT for construction.

25
26 2. Pursuant to CEQA, assume lead agency role and responsibility for
27 preparation, circulation, and adoption of all necessary and appropriate CEQA documents
28 pertaining to the construction, operation and maintenance of PROJECT.

1 3. Pay all DISTRICT costs associated with the preparation of
2 IMPROVEMENT PLANS and with the processing and administration of this Agreement.

3 4. Obtain at its sole cost and expense, all necessary permits, approvals or
4 agreements required by any Federal or State resource or regulatory agencies pertaining to the
5 construction, operation and maintenance of PROJECT. Such documents, hereinafter called
6 "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued
7 by U.S. Army Corps of Engineers (USACOE), a Section 401 Water Quality Certification issued
8 by the California Regional Water Quality Control Board (CRWQCB), a Section 1601 Streambed
9 Alteration Agreement issued by the California Department of Fish and Game and National
10 Pollutant Discharge Elimination System Permits issued by the State Water Resources Control
11 Board or CRWQCB.
12

13 5. Furnish TRANSPORTATION with copies of all permits, approvals or
14 agreements required by any Federal or State resource and/or regulatory agency for the
15 construction, operation and maintenance of PROJECT. Such documents include but are not
16 limited to those issued by the USACOE, CRWQCB, California State Department of Fish and
17 Game and State Water Resources Control Board.
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19 6. Secure at its sole cost and expense, all necessary licenses, agreements,
20 permits and rights of entry as may be needed for the construction, inspection, operation and
21 maintenance of PROJECT.
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23 7. Obtain at its sole cost and expense, all temporary construction easements
24 and all easements necessary for flood control and drainage purposes, including ingress and
25 egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection,
26 operation and maintenance of PROJECT, as shown in concept cross-hatched in red and in blue,
27 respectively, on Exhibit "B" attached hereto and made a part hereof. The easements shall be in a
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1 form approved by DISTRICT and TRANSPORTATION and shall be executed by all legal and
2 equitable owners of the property described in each easement.

3 8. Advertise, award and administer a public works PROJECT construction
4 contract.

5 9. Provide TRANSPORTATION with written notice that DISTRICT has
6 awarded a construction contract for PROJECT.

7 10. Notify TRANSPORTATION in writing at least twenty (20) days prior to the
8 start of construction of PROJECT.

9 11. Furnish TRANSPORTATION, at the time of providing written notice to
10 TRANSPORTATION of the start of construction as set forth in Section I.10., a construction
11 schedule which shall show the order and dates in which DISTRICT or DISTRICT'S contractor
12 proposes to carry on the various parts of work, including estimated start and completion dates.
13

14 12. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT
15 administered construction contract, in accordance with IMPROVEMENT PLANS approved by
16 DISTRICT and TRANSPORTATION, and pay all costs associated therewith.

17 13. Inspect construction of PROJECT.

18 14. Grant TRANSPORTATION, by execution of this Agreement, the right to
19 enter upon DISTRICT controlled property where necessary and convenient for the purpose of
20 gaining access to, and performing quality control inspection service for, the construction of
21 PROJECT as set forth herein.
22

23 15. Furnish, or cause its construction manager to furnish, all construction survey
24 and materials testing services necessary to construct PROJECT.
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26 16. Not permit any change to or modification of the IMPROVEMENT PLANS
27 without the prior written permission and consent of TRANSPORTATION.
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1 17. Require its construction contractor(s) to comply with all Cal/OSHA safety
2 regulations including regulations concerning confined space and maintain a safe working
3 environment for all DISTRICT and TRANSPORTATION employees on the site.

4 18. Require its PROJECT construction contractor to furnish DISTRICT,
5 following DISTRICT'S award of a PROJECT construction contract, a confined space entry
6 procedure specific to PROJECT. The procedure shall comply with requirements contained in
7 California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section
8 5157, Permit Required Confined Space and DISTRICT confined Space Procedures, SOM-18.
9 The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to
10 Proceed.

11 19. Require its PROJECT construction contractor(s), following DISTRICT'S
12 award of a PROJECT construction contract, to procure and maintain comprehensive liability
13 insurance which shall protect DISTRICT and the County of Riverside from claims for damages
14 for personal injury, including accidental or wrongful death, as well as from claims for property
15 damage, which may arise from DISTRICT'S construction of PROJECT or the performance of its
16 obligations hereunder, whether such construction or performance be by DISTRICT, the
17 aforementioned construction contractor(s), or any subcontractors to said construction
18 contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or
19 subcontractors. Such insurance shall provide for coverage limits of not less than two million
20 dollars (\$2,000,000) per occurrence and shall name DISTRICT and the County of Riverside as
21 additional insureds with respect to this Agreement and the obligations of DISTRICT hereunder.
22 Said insurance coverage shall be provided by an insurance company licensed to transact
23 insurance business in the State of California, having an A.M. Best rating of A:VIII (A:8) or
24 better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the
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1 insurance is in full force and effect and that DISTRICT and the County of Riverside are named
2 as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance
3 carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and the County of
4 Riverside prior to any modification, cancellation, or reduction in coverage of said insurance.

5 20. Accept ownership and sole responsibility for the operation and maintenance
6 of PROJECT until such time as TRANSPORTATION accepts ownership and responsibility for
7 operation and maintenance of PROJECT. Further, it is mutually understood by the parties hereto
8 that prior to TRANSPORTATION acceptance of ownership and responsibility for the operation
9 and maintenance of PROJECT, PROJECT shall be in a satisfactorily maintained condition as
10 solely determined by TRANSPORTATION.

11 21. Within two (2) weeks of completing PROJECT construction, provide
12 TRANSPORTATION with written notice that PROJECT construction is substantially complete
13 and requesting that TRANSPORTATION conduct a final inspection of PROJECT.
14

15 22. Upon completion of PROJECT construction, and upon acceptance by
16 TRANSPORTATION of PROJECT for ownership, operation and maintenance, convey, or cause
17 to be conveyed to TRANSPORTATION flood control easement(s), including ingress and egress,
18 for the rights of way as shown in concept cross-hatched in blue on Exhibit "B".
19

20 23. Upon completion of PROJECT construction but prior to
21 TRANSPORTATION'S acceptance of PROJECT for ownership, operation and maintenance,
22 provide TRANSPORTATION with appropriate engineering documentation necessary to
23 establish that PROJECT was constructed in accordance with the approved DRAINAGE PLANS.
24

25 24. Upon acceptance by TRANSPORTATION of PROJECT for ownership,
26 operation and maintenance, provide TRANSPORTATION original "record drawings" of
27 IMPROVEMENT PLANS.
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1 25. Ensure that all work performed pursuant to this Agreement by DISTRICT,
2 its agents or contractors is done in accordance with all applicable laws and regulations, including
3 but not limited to all applicable provisions of the Labor Code, Business and Professions Code,
4 and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance
5 with applicable laws and regulations.
6

7 SECTION II

8 TRANSPORTATION shall:

9 1. Review and approve IMPROVEMENT PLANS prior to DISTRICT
10 advertising PROJECT for construction.

11 2. Review all necessary REGULATORY PERMITS prior to DISTRICT
12 advertising PROJECT for construction.

13 3. Grant DISTRICT, by execution of this Agreement, the right to construct,
14 inspect, operate and maintain PROJECT within TRANSPORTATION rights of way.
15

16 4. Order the relocation of all utilities installed by permit or franchise within
17 TRANSPORTATION rights of way which conflict with the construction of PROJECT and
18 which must be relocated at the utility company's expense

19 5. Issue DISTRICT'S contractor(s) a no fee permit to construct PROJECT.

20 6. Inspect PROJECT construction at its sole cost, but provide any comments to
21 DISTRICT personnel who shall be solely responsible for all quality control communications
22 with DISTRICT'S contractor(s) during the construction of PROJECT.
23

24 7. Upon receipt of DISTRICT'S written notice that PROJECT construction is
25 substantially complete, conduct a final inspection of PROJECT.

26 8. Accept sole responsibility for ownership, operation and maintenance of
27 PROJECT upon (i) completion of PROJECT construction, (ii) receipt of all flood control
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1 easement(s), including ingress and egress, for the rights of way as shown in concept cross-
2 hatched in blue on Exhibit "B" as set forth in Section I.22., (iii) receipt of appropriate
3 engineering documentation as set forth in Section I.23., and (iv) receipt of "as-built" construction
4 drawings as set forth in Section I.24.

5
6 SECTION III

7 It is further mutually agreed:

8 1. Except as otherwise provided herein, all construction work involved with
9 PROJECT shall be inspected by DISTRICT and shall not be deemed complete until approved
10 and accepted as complete by DISTRICT.

11 2. DISTRICT shall indemnify, defend, save and hold harmless COUNTY
12 (including their respective officers, districts, special districts and departments, their respective
13 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,
14 representatives, independent contractors, and subcontractors) from any liabilities, claim, damage,
15 proceeding or action, present or future, based upon, arising out of or in any way relating to
16 DISTRICT (including its officers, employees, agents, representatives, independent contractors,
17 and subcontractors) actual or alleged acts or omissions related to this Agreement, performance
18 under this Agreement, or failure to comply with the requirements of this Agreement, including
19 but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees
20 or (d) any other element of any kind or nature whatsoever.

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23 3. COUNTY shall indemnify, defend, save and hold harmless DISTRICT
24 (including its officers, employees, agents, representatives, independent contractors, and
25 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based
26 upon, arising out of or in any way relating to COUNTY (including its officers, Board of
27 Supervisors, elected and appointed officials, employees, agents, representatives, independent
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1 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
2 performance under this Agreement, or failure to comply with the requirements of this
3 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
4 payment of attorney's fees or (d) any other element of any kind or nature whatsoever.

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6 4. Any waiver by DISTRICT or by TRANSPORTATION of any breach of any
7 one or more of the terms of this Agreement shall not be construed to be a waiver of any
8 subsequent or other breach of the same or of any other term hereof. Failure on the part of
9 DISTRICT or TRANSPORTATION to require exact, full and complete compliance with any
10 terms of this Agreement shall not be construed as in any manner changing the terms hereof, or
11 estopping DISTRICT or TRANSPORTATION from enforcement hereof.

12
13 5. This Agreement is to be construed in accordance with the laws of the State
14 of California.

15
16 6. Any and all notices sent or required to be sent to the parties of this
17 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

17 RIVERSIDE COUNTY FLOOD CONTROL
18 AND WATER CONSERVATION DISTRICT
19 1995 Market Street
Riverside, CA 92501
Attn: Administrative Services

COUNTY OF RIVERSIDE
Post Office Box 1090
Riverside, CA 92502-1090
Attn: Transportation Department

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21 7. If any provision in this Agreement is held by a court of competent
22 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
23 continue in full force without being impaired or invalidated in any way.

24
25 8. This Agreement is the result of negotiations between the parties hereto, and
26 the advice and assistance of their respective counsel. No provision contained herein shall be
27 construed against DISTRICT solely because, as a matter of convenience, it prepared this
28 Agreement in its final form.

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9. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

10. This Agreement may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

JUN 8 2010
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By Steve Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal Kipnis
NEAL KIPNIS
Deputy County Counsel

By Janet Skelton
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Juan C. Perez
JUAN C. PEREZ
Director of Transportation

By Marion Ashley
MARION ASHLEY, Chairman
County of Riverside Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By Janet Skelton
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 5/12/10
MARSHA L. VICTOR DATE

Cooperative Agreement: Pedley Hills – Bolero Drive Storm Drain

AD:blj
5/10/10

Exhibit A

PROJECT LOCATION

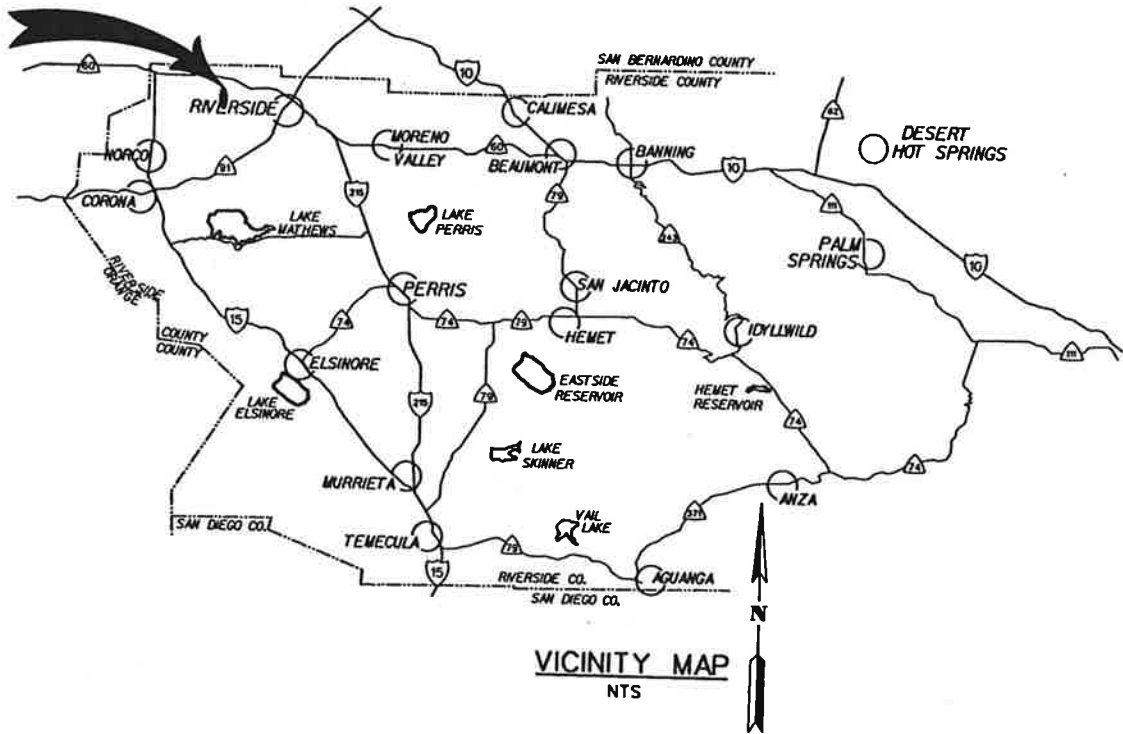
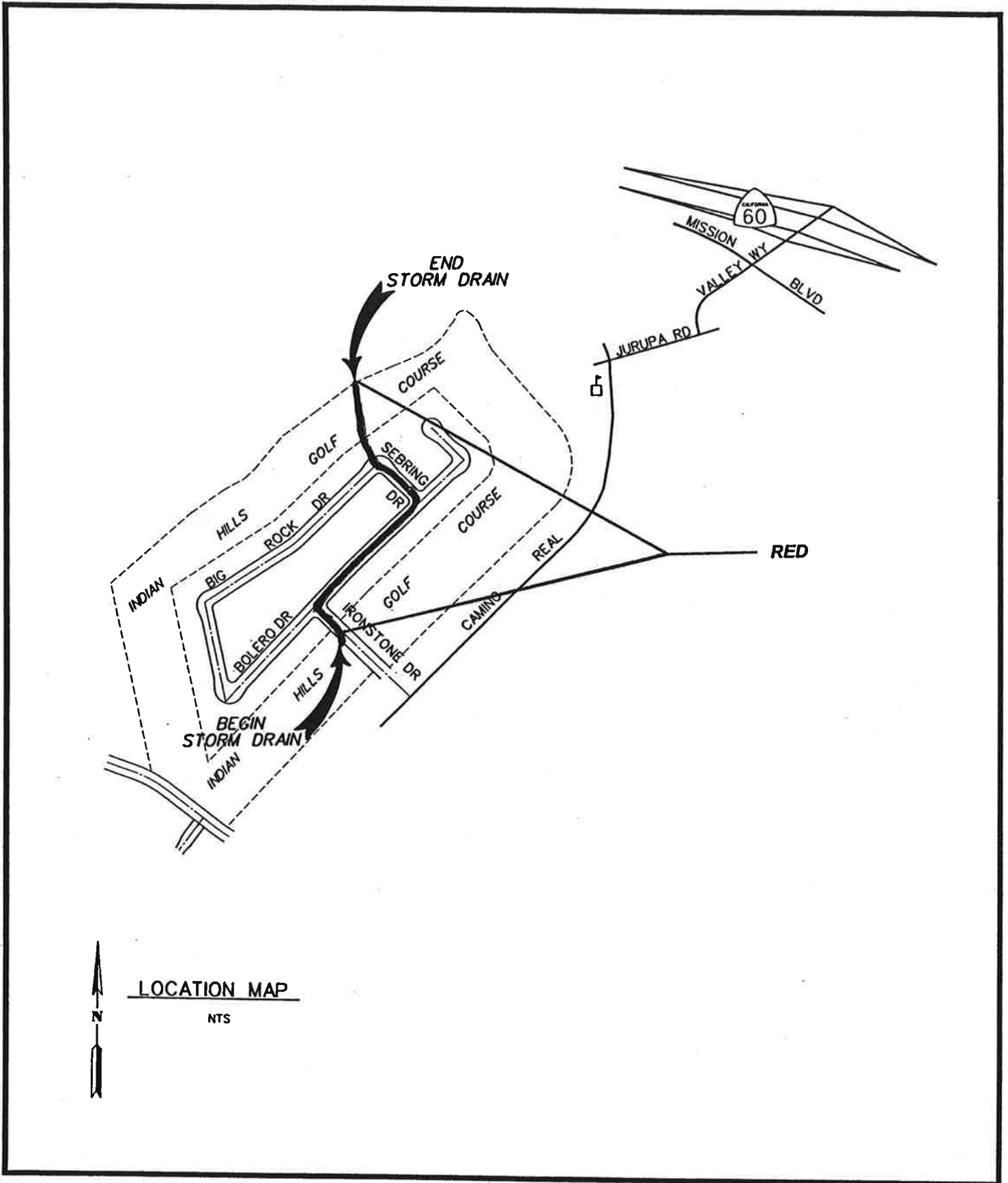


Exhibit A



LOCATION MAP

NTS

Exhibit B

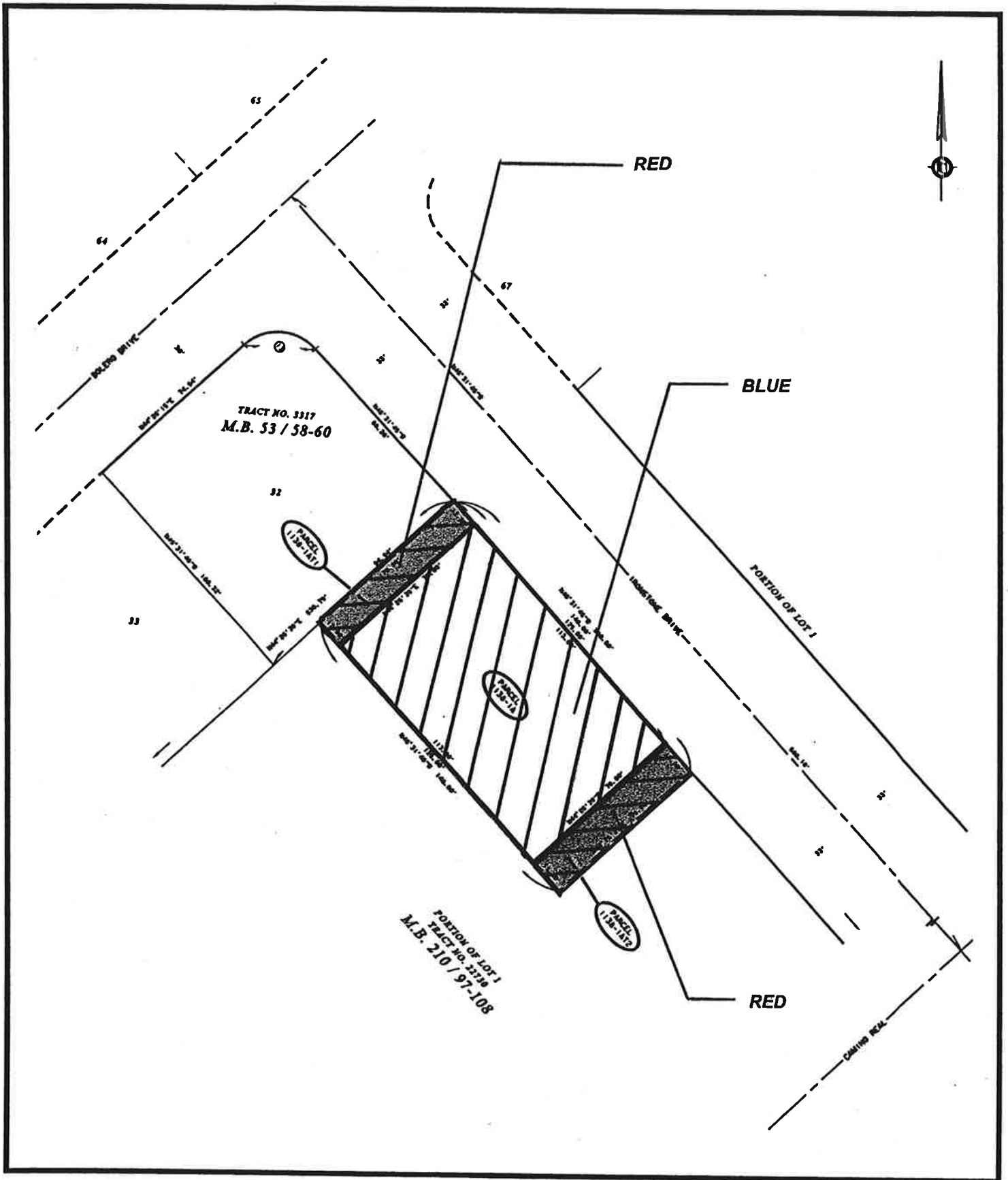
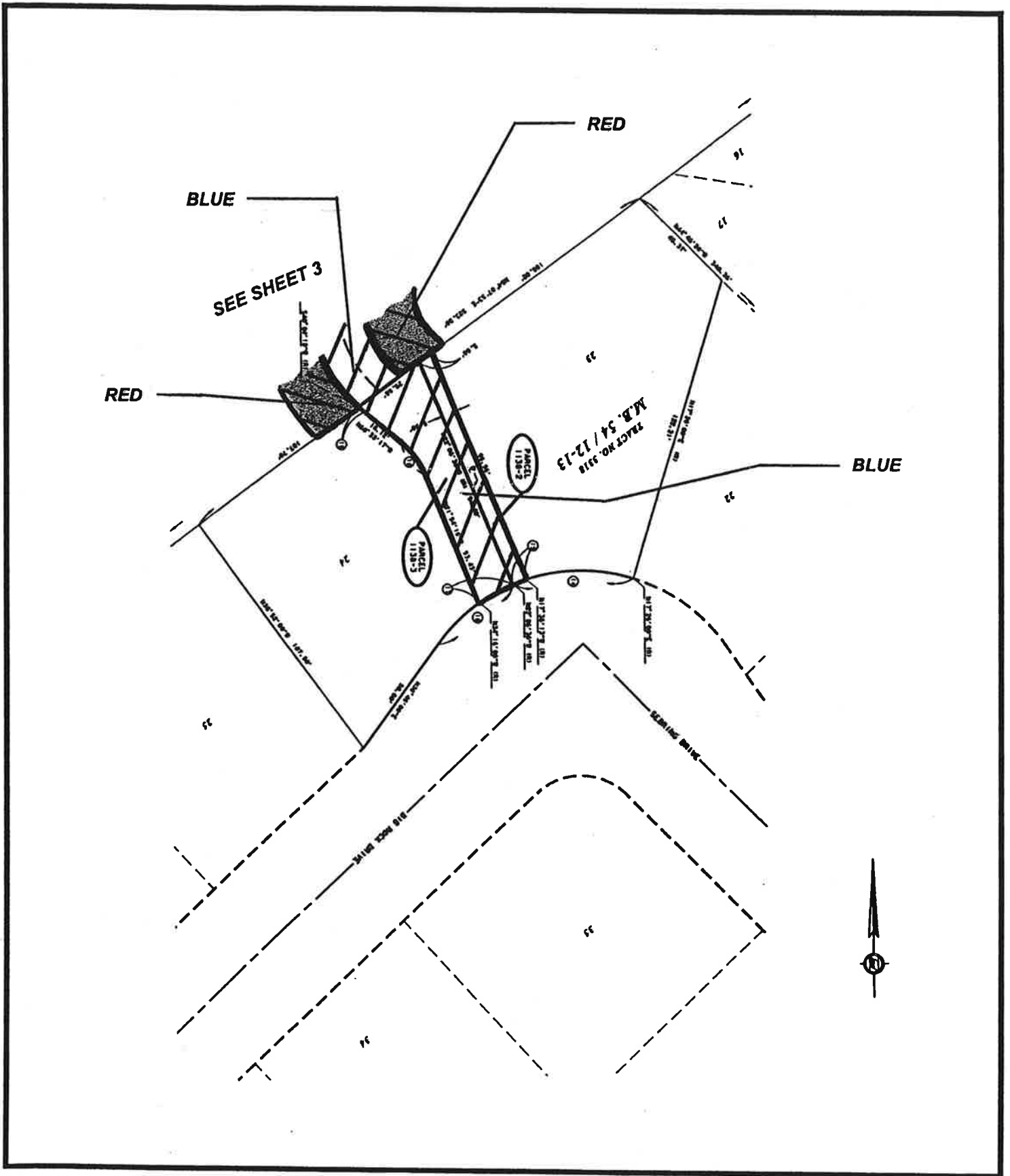
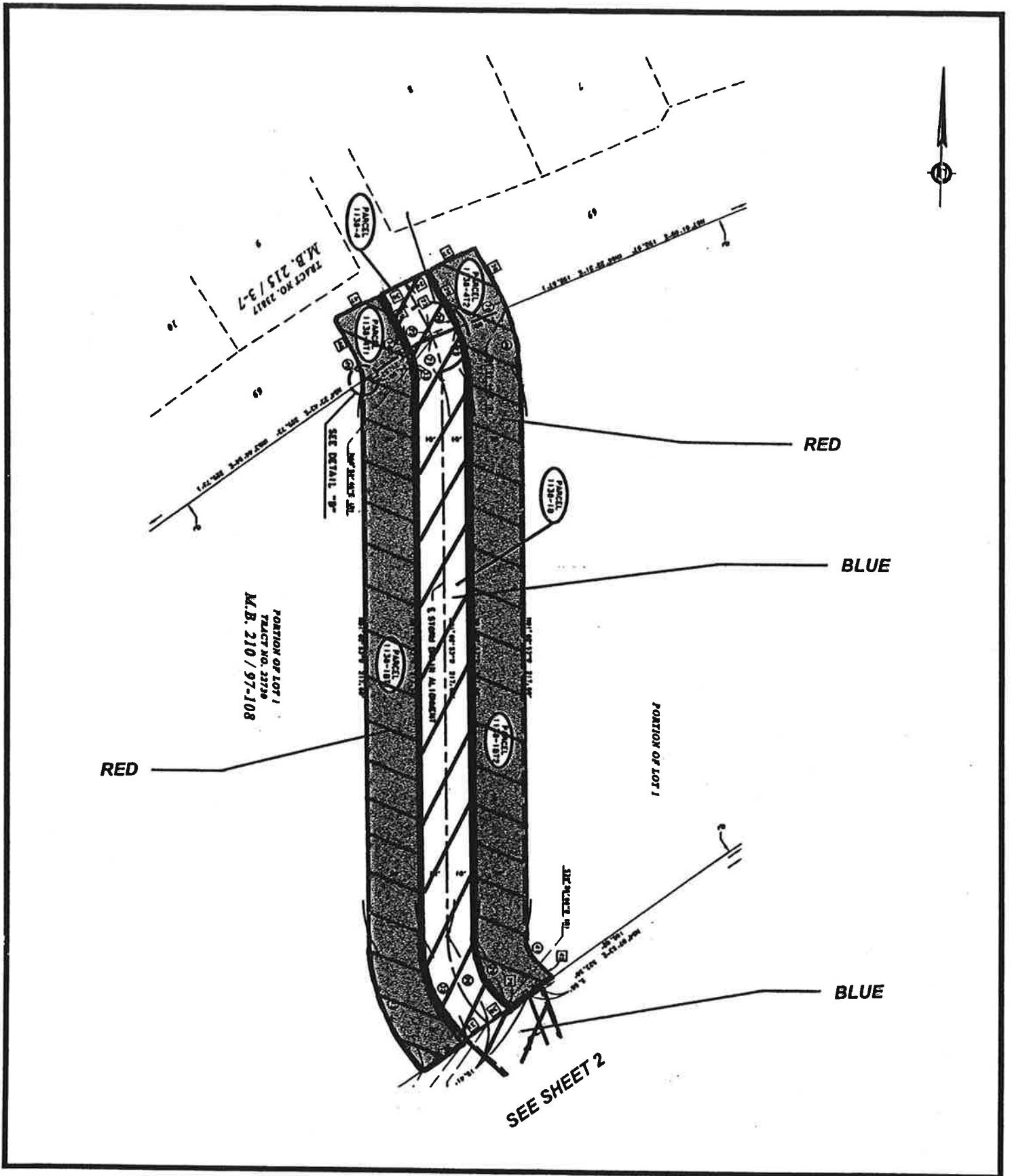


Exhibit B



**Cooperative Agreement
Pedley Hills – Bolero Drive Storm Drain**

Exhibit B



**Cooperative Agreement
Pedley Hills – Bolero Drive Storm Drain**