

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

314A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
January 20, 2011

**SUBJECT:** Cooperative Agreement with the Valley Sanitary District for the Construction, Protection and Relocation of Sewer Facilities as part of the Clinton Street Road Improvements, Indio Area.

**RECOMMENDED MOTION:** Approve the "Cooperative Agreement for the Construction of Sanitary Sewer Facilities, Construction of Clinton Street Improvements, Miles Avenue to Fred Waring Drive, Indio Area" and authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

**BACKGROUND:** By Agenda Item No. 3.57 of May 25, 2010, the Board of Supervisors awarded the contract for the construction of the Clinton Street improvements, from Miles Avenue to Fred Waring Drive, within the City of Indio and the County of Riverside. That work is substantially

Juan C. Perez  
Director of Transportation

JCP:sd

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 102,308	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

<b>SOURCE OF FUNDS:</b> Valley Sanitary District (100%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Jennifer L. Sargent

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: MARSHAL VICTOR  
DATE: 1/19/11

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

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 1, 2011  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: Deputy

**Prev. Agn. Ref.** 5/25/10 (3.57) | **District:** 4 | **Agenda Number:** 3.20

The Honorable Board of Supervisors

RE: Cooperative Agreement with the Valley Sanitary District for the Construction, Protection and Relocation of Sewer Facilities as part of the Clinton Street Road Improvements, Indio Area.

January 20, 2011

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complete. The Valley Sanitary District has facilities within the project limits that required protection, relocation and adjustment, and requested the County to include the work in its construction contract.

The awarded contract includes items of work for the Valley Sanitary District work. All costs for the Valley Sanitary District work will be borne by the Valley Sanitary District.

The Valley Sanitary District has executed the submitted agreement, which has been reviewed and approved by County Counsel.

Project No. B2-03892.

**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF  
SANITARY SEWER FACILITIES**

**Construction of  
Clinton Street Improvements  
Miles Avenue to Fred Waring Drive  
Indio Area**

This Agreement is made and entered into this 1st day of February, 2011, by and between the **Valley Sanitary District** (hereinafter, "District"), a public agency, and the **County of Riverside**, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, County, acting as lead agency in cooperation with The City of Indio and the Coachella Valley Association of Governments is administering a public works project to construct road improvements on Clinton Street, from Miles Avenue to Fred Waring Drive, in the City of Indio and the unincorporated area of Riverside County, California (hereinafter "Project"), and;

WHEREAS, District elects for County to include the relocation of sanitary sewer facilities, 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

Relocation and construction of various sanitary sewer pipeline improvements 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 \$102,308, 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.

In the event that changes made 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", 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 exceed the total bid 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

County has caused 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 both County and District. County shall utilize said engineering documents to be utilized for the construction of District improvements.

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 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 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 strict 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 may order 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 endeavor to obtain prior verbal approval prior to ordering such urgently needed additional work. County's Engineer shall notify District immediately after ordering urgently needed 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 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 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 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". 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 costs attributable to District facilities shall be the responsibility of District, and shall be a fixed amount of 5% of the bid prices, as shown on Exhibit "A".

County and District agree that the estimate for administrative and trench backfill materials testing costs shall be the final costs, and that an actual accounting of costs would be burdensome.

6. RECIPROCAL INDEMNIFICATION

District and County each hereby agree to indemnify, defend, save and hold harmless the other party and their respective officers, agents, servants and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of such indemnifying party, arising or alleged to arise in connection with such party's duties and obligations hereunder.

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, 1<sup>st</sup> Class postage prepaid and addressed as follows:

COUNTY OF RIVERSIDE  
Transportation Department  
P.O. Box 1090  
Riverside, CA 92502  
Attn: Juan C. Perez, Director

Valley Sanitary District  
45-500 Van Buren Street  
Indio, CA 92201  
Attn: Rex Sharp,  
General Manager

Notice shall be deemed given 3 days after deposit is in the mail.





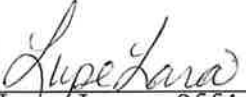
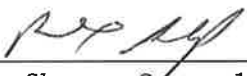
10. EFFECTIVE DATE

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><b>COUNTY APPROVALS</b></p> <p>RECOMMENDED FOR APPROVAL:</p> <p></p> <hr/> <p>Juan C. Perez Director of Transportation</p> <p>Dated: <u>1/17/11</u></p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  <u>1/19/11</u> Deputy</p>	<p><b>COUNTY OF RIVERSIDE</b></p> <p>By: </p> <hr/> <p>Chairperson, <b>BOB BUSTER</b> Board of Supervisors</p> <p>Dated: <u>FEB 01 2011</u></p> <p>ATTEST: <b>KECIA HARPER-IHEM</b> Clerk of the Board</p> <p>By: </p> <hr/> <p>Deputy</p>
<p><b>DISTRICT APPROVALS</b> VALLEY SANITARY DISTRICT</p> <p>ATTEST:</p> <p>By: </p> <hr/> <p>Lupe Lara, Office Manager</p>	<p><b>DISTRICT</b> VALLEY SANITARY DISTRICT</p> <p>By: </p> <hr/> <p>Rex Sharp, General Manager</p>



**EXHIBIT "A"**  
**To the Cooperative Agreement**  
**Between the County of Riverside**  
**And The Valley Sanitary District**

**Construction of**  
**Clinton Street**  
**Miles Avenue to Fred Waring Drive**  
**Indio Area**

Work requested by The Valley Sanitary District

<u>Improvement</u>	<u>Estimated Cost</u>
Adjust Manhole to Grade (20)	\$ 15,600
8" SDR 35 PVC Sewer Pipe (340 LF)	52,700
Adjust Sewer Cleanout to Grade (2)	1,700
4" Sewer Cleanout (2)	1,700
4" Sewer Lateral with Concrete Encasement (56 LF)	4,144
Adjust 8" PVC Sewer Pipe (30 LF)	2,520
Remove and Replace 8" SDR 35 PVC 8" X 6" PVC Wye (2)	10,600
Subtotal	\$ 88,964
Construction Contingencies (5%)	4,448
Construction backfill materials testing (fixed) (5%)	4,448
Administrative Costs (fixed) (5%)	4,448
Total estimated cost	\$ 102,308
Deposit amount (90%)	\$ 92,077