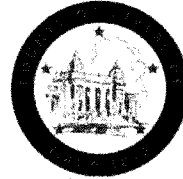


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.34
(ID # 5824)

MEETING DATE:

Tuesday, January 9, 2018

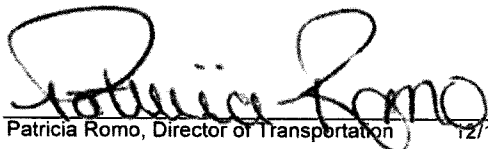
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY-TRANSPORTATION:
Cooperative Funding Agreement with the Jurupa Community Services District,
Interstate 15 and Limonite Avenue Interchange Improvements, City of Jurupa
Valley and City of Eastvale; 2nd District, [\$396,000]; JCSD (100%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the "Cooperative Agreement for the Construction of Jurupa Community Services District Facilities as part of the Interstate 15 and Limonite Avenue interchange improvements; Jurupa Valley / Eastvale Area"; and,
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County.

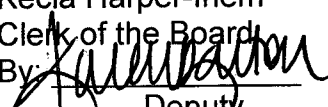
ACTION: Policy


Patricia Romo, Director of Transportation 12/14/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: January 9, 2018
xc: TLMS-Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 396,000	\$ 0	\$ 396,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: JCSD (100%)			Budget Adjustment:	No
There are no County or City funds used for this Agreement			For Fiscal Year:	2017/2018

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Transportation Department (RCTD) proposes to reconstruct, realign, and widen the existing Interstate 15 and Limonite Avenue Interchange to reduce operational deficiencies, improve traffic operations and increase access along Limonite Avenue (Project).

The existing Limonite Avenue at Interstate 15 (I-15) freeway interchange is currently a diamond-style interchange. The project would widen the existing northbound and southbound on- and off-ramps, widen Limonite Avenue to three lanes in each direction through the interchange area and replace the existing Limonite Avenue Overcrossing structure, as well as construct loop on-ramps in the southeast and northeastern quadrant (partial cloverleaf). The project will improve the operational performance of the Limonite Avenue interchange in order to address current and future traffic demands.

By Minute Order dated June 21, 2016 (Agenda Item 3.71), the Board of Supervisors approved the California Environmental Quality Act (CEQA) Initial Study with Mitigated Negative Declaration for the Interstate 15 and Limonite Avenue Interchange Improvement Project.

On October 17, 2017, Agenda Item 3.24, the Board approved the agreement with the Riverside County Transportation Commission (RCTC) and the Cities of Jurupa Valley and Eastvale that designated the County of Riverside as the lead agency for the Project.

Jurupa Community Services District (JCSD) has requested the County of Riverside to include the construction of two water pipelines in the County's construction contract. The County Transportation Department recommends that the work be included in the County's construction contract to provide for the best coordination of the utility-related work. All costs under the agreement will be funded by JCSD.

JCSD has executed the submitted agreement. The agreement has been reviewed and approved by County Counsel.

Construction is anticipated to begin in 2018.

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

Project No: A3-0393

Impact on Citizens and Businesses

The proposed Limonite Avenue and Interstate 15 Interchange will reduce traffic congestion and improve overall traffic flow within the interchange and on the I-15 corridor for the current and future residents and businesses within the project region.

Additional Fiscal Information

All costs will be paid by JCSD.

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Vicinity Map

Cooperative Agreement


Kristine Bell-Valdez

12/14/2017


Cynthia M. Gurnzel, Supervising Deputy County Counsel

12/14/2017


Melissa Noone, Associate Management Analyst

1/3/2018


Gregory V. Priamos, Director County Counsel

12/15/2017

**Cooperative Agreement for the Construction of
Jurupa Community Services District Facilities
As Part of the Interstate 15 and Limonite Avenue
Interchange Improvement Project
Eastvale/Jurupa Valley Area**

This Agreement is made and entered into this 9th day of January, 2018, by and between Jurupa Community Services District, an independent special district of the State of California (hereinafter, "District"), 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 road and bridge improvements at the Interstate 15 and Limonite Avenue interchange, within the cities of Eastvale and Jurupa Valley within Riverside County, California (hereinafter "Project") and;

WHEREAS, District desires for County to include the construction of two 18 inch water pipelines to be owned by the District, 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. DESCRIPTION OF WORK

County's invitation to bid and bidding documents for the Project will include and provide for the construction of two 18 inch non-potable water pipelines for the District, 24 inch welded steel pipe casings, and installation of 2 inch combination air releases and air/vacuum valves, (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-1", Exhibit "A-2", and Exhibit "B" attached hereto.

2. FINANCIAL PARTICIPATION

The total estimated bid cost for the construction of the District Facilities is \$360,000 plus a 20% contingency, as described in Exhibit "B". 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-1", Exhibit "A-2", and Exhibit "B" will be constructed at the sole expense of District, including contract administration expenses.

District shall deposit with the County the amount of one hundred percent (100%) of the construction costs, in accordance with Exhibit "B", not later than 30 days after District's receipt of County's invoice.

Upon completion of all The 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 invoice statement by County. Any amounts due to District shall be paid by County within sixty (60) calendar days from date of the final invoice statement.

If the total project costs exceed the total estimated cost, as shown on Exhibit "B", 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 **which shall not be unreasonably delayed, conditioned or withheld.** 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 County 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 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, within 8 hours, 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 Engineer. District's inspection personnel shall have the authority, through the County's 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 "B", 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 "B". 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 The Work.

Survey costs attributable to District's Facilities shall be the responsibility of District, and shall be a fixed amount of 5% as shown on Exhibit "B".

County and District agree that the estimate for administrative and survey costs shall be the final cost, and that an actual accounting of cost 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 relating to this agreement. 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 relating to this agreement. 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, Director

JURUPA COMMUNITY SERVICES DISTRICT (JCSD)
11201 Harrel Street
Mira Loma, CA 91752
Attn: Eddie Rhee, PE, Senior Engineer

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

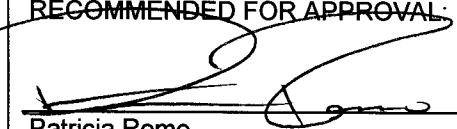





10. EFFECTIVE DATE

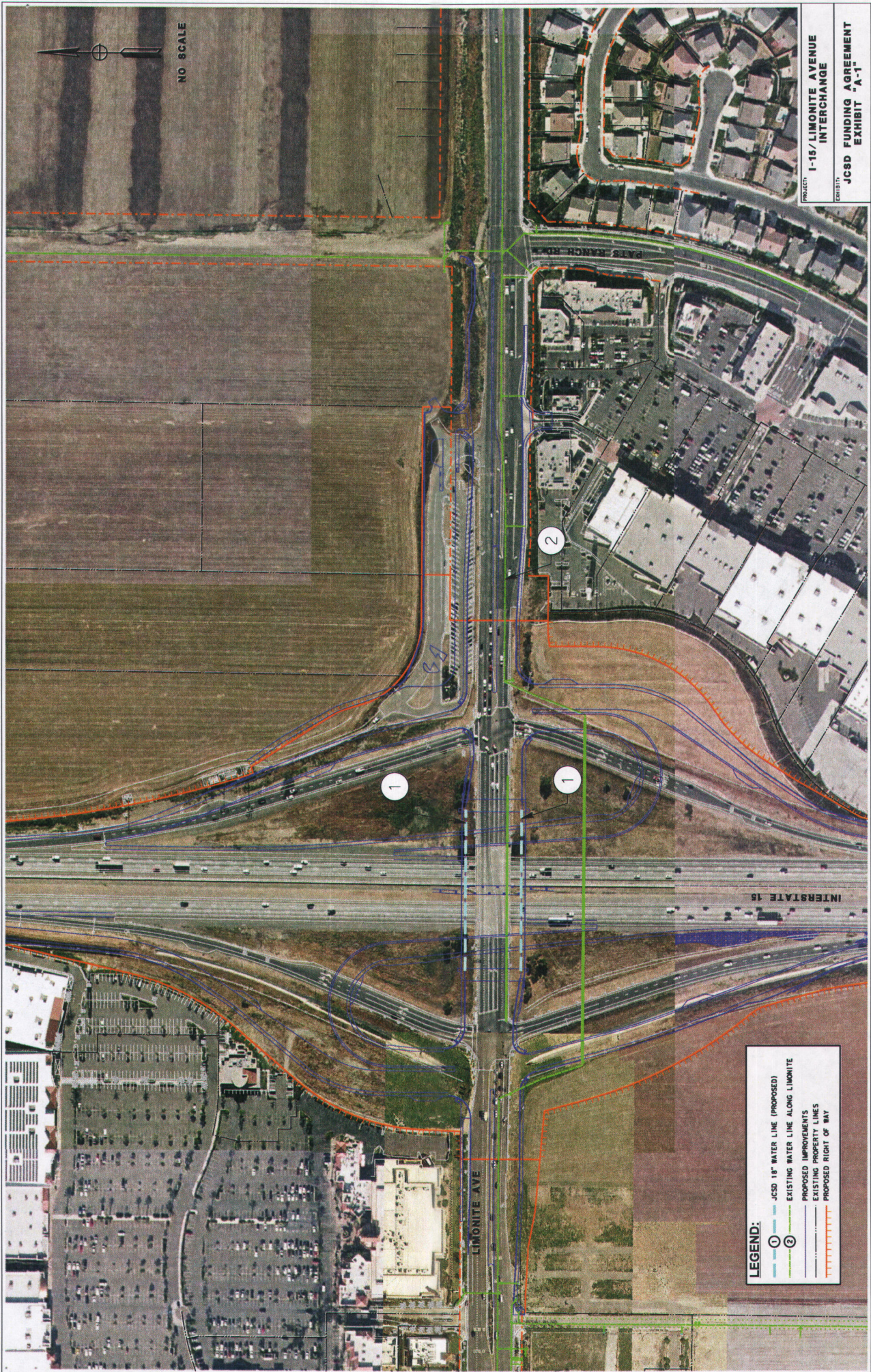
This Agreement shall become effective upon acceptance hereof by the County and District and by execution by their respective authorized representatives.

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.

<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Patricia Romo Director of Transportation</p> <p>Dated: <u>12-14-17</u></p> <p>APPROVED AS TO FORM: Gregory Priamos County Counsel</p> <p>By:  _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By:  _____ Chairperson, <u>Chuck Washington</u> Board of Supervisors</p> <p>Dated: <u>JAN 09 2018</u></p> <p>ATTEST: Kecia Harper-Ihem Clerk of the Board</p> <p>By:  _____ Deputy</p>
<p>JURUPA COMMUNITY SERVICES DISTRICT</p> <p>ATTEST:</p> <p>By:  _____ <u>Julie B. Saba</u>, Board Secretary</p> <p>Dated: <u>September 25, 2017</u></p>	<p>JURUPA COMMUNITY SERVICES DISTRICT</p> <p>APPROVALS</p> <p>By:  _____ Kenneth J. McLaughlin, Board President</p> <p>Dated: <u>September 25, 2017</u></p>



PRELIMINARY COST ESTIMATE
LIMONITE AVENUE INTERCHANGE PROJECT

EXHIBIT "B"
Prepared by: Dokken Engineering

DOMESTIC WATER TRANSMISSION MAIN

Item	Bid Item No.	Item Description	Unit	Quantity	Price	Amount
1	024947	SEISMIC EXPANSION ASSEMBLY	EA	4	\$8,500.00	\$34,000.00
2	024944	2" COMBINATION AIR RELEASE AND AIR/VACUUM VALVE	EA	2	\$5,000.00	\$10,000.00
3	703460	24" WELDED STEEL PIPE CASING (BRIDGE)	LF	156	\$200.00	\$31,200.00
4	703555	18" WELDED STEEL PIPE (0.24" THICK) NON-POTABLE WATER LINE	LF	912	\$200.00	\$182,400.00
6	100000000	PREMIUM FOR ALL-RISK INSTALLATION FLOATER INSURANCE	LS	1	\$6,700.00	\$6,700.00
7	999990	Mobilization	LS	1	\$29,366.67	\$29,366.67

JCSD CONSTRUCTION COST **\$293,666.67**
CONTINGENCIES (20%) **\$58,733.33**
TOTAL CONSTRUCTION COST (ROUNDED) **\$360,000.00**

Administrative Costs (fixed) (5%) **\$18,000.00**
Survey Costs (fixed) (5%) **\$18,000.00**

TOTAL ESTIMATED COST: \$396,000.00

Note

Agreement totals shall be revised to include only the items of work selected by JCSD after opening of bids by County. A revised Exhibit "B" shall be prepared and mutually agreed-upon by signature of staff of all parties, and kept on file with the Clerk of the Board and the JCSD Board of Directors.