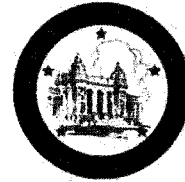


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.61
(ID # 6145)

MEETING DATE:

Tuesday, February 27, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approve Cooperative Agreement with the Chino Basin Desalter Authority, Interstate 15 and Limonite Avenue Interchange Improvement Project; 2nd District, [\$198,000]; CDA (100%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement for the Construction of Chino Basin Desalter Authority Facilities as part of the Interstate 15 and Limonite Avenue interchange improvement Project located in the Jurupa Valley/ Eastvale Areas; and,
2. Authorize the Chairman of the Board to execute the Cooperative Agreement on behalf of the County.

ACTION: Policy

Patricia Romo, Director of Transportation 1/31/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 27, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

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	\$ 198,000	\$ 0	\$ 198,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: CDA (100%)			Budget Adjustment:	No
There are no County 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 the existing Interstate 15 and Limonite Avenue Interchange to improve traffic operations along Limonite Avenue and access at the on and off ramps (Project).

The existing Interstate 15 and Limonite Avenue 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 and widen the existing Limonite Avenue Overcrossing structure, and 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.

On October 17, 2017, Agenda Item 3.24, the Board approved the cooperative agreement between 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.

The Chino Basin Desalter Authority (CDA) has requested that the County of Riverside include the construction of one 18 inch potable water pipeline and a 24 inch steel casing within the new Limonite overcrossing bridge structure. The pipeline would extend the length of the bridge and would be available for future use by CDA. The County Transportation Department recommends the work be included in the County's construction contract. All costs under the agreement will be funded by the CDA.

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

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.

Construction is anticipated to begin in mid-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 current and future residents and businesses within the project region.

Additional Fiscal Information

This work will be 100% funded by the CDA.

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Vicinity Map

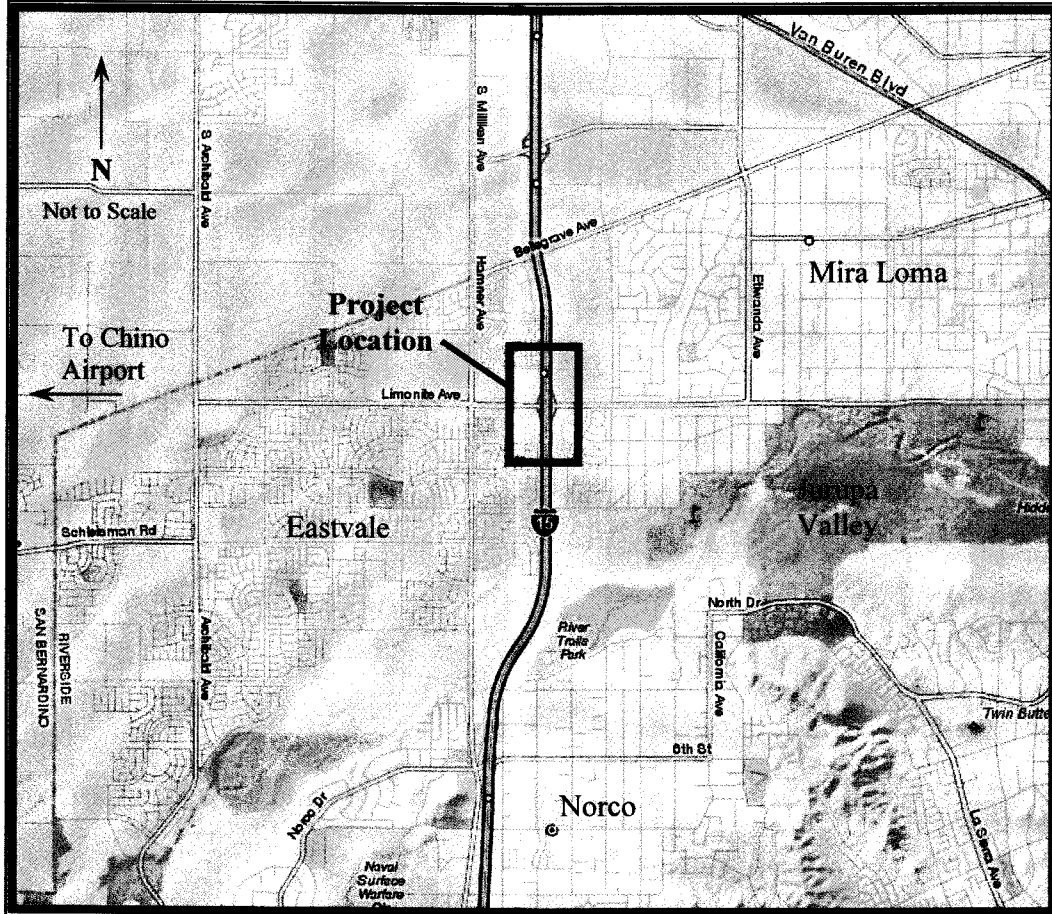
Cooperative Agreement



Gregory P. Priamos, Director County Counsel

2/14/2018

Vicinity Map



On Route 15 from 0.7 miles south of Limonite Avenue
to 0.7 miles north of Limonite Avenue

**Cooperative Agreement for the Construction of
Chino Basin Desalter Authority Facilities
As Part of the Interstate 15 and Limonite Avenue
Interchange Improvement Project
Eastvale/Jurupa Valley Area**

This Cooperative Agreement ("Agreement") is made and entered into this 27th day of February, 2018, by and between Chino Basin Desalter Authority, a joint powers authority (hereinafter referred to as "CDA"), and the County of Riverside, a political subdivision of the State of California (hereinafter referred to as the "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, CDA desires for County to include the construction of an 18 inch water pipeline to be owned by the CDA, as outlined on the Project documents in the construction contract for Project at the expense of CDA, 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 CDA for the construction of CDA'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 an 18 inch potable water pipeline for the CDA, 24 inch welded steel pipe casings, and the installation of a 2 inch combination air releases and air/vacuum valve, (hereinafter "The Work" and "CDA'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 and by this reference incorporated herein.

2. FINANCIAL PARTICIPATION

The total estimated bid cost for the construction of the CDA Facilities is \$180,000 including a 20% contingency, as described in the Preliminary Cost Estimate as Exhibit "B", attached hereto and by this reference incorporated herein. It is

mutually understood that this estimate does not include costs for construction inspection by CDA's inspector, or incidental costs, which shall be borne by CDA.

In the event that changes pursuant to Section 5 of this Agreement affecting The Work made during construction require additional work to be performed, that additional work shall be financed by CDA.

The Work, which CDA 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 CDA, including contract administration expenses, as enumerated in Section 5, below.

CDA shall deposit with the County the amount of one hundred percent (100%) of the CDA Construction Cost enumerated in Exhibit "B", not later than 30 days after CDA'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 CDA a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by CDA, and the total sum remaining due from CDA, if any. Any sum remaining unpaid shall be paid by CDA within sixty (60) calendar days from the date of submission of final invoice statement by County. Any amounts due to CDA shall be paid by County within sixty (60) calendar days from date of the final invoice statement.

County and CDA agree that designated staff of County and CDA are authorized to execute and append the bid cost and provide in the Revised Cost Estimate, as Exhibit "C" to each duplicate original Agreement, which Exhibit "C" shall replace Exhibit "B" from and after the date on which Exhibit "C" is appended hereto by mutual written agreement of County and CDA. Exhibit "C" shall be comprised of the actual bid prices received by County, plus contingency, survey and administrative costs as described in Section 5, below.

If the total project costs under Exhibit "C" exceed the Total Estimated Cost, as shown on Exhibit "B", by an amount greater than 25%, an amendment to this Agreement shall be negotiated and executed by CDA and County.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

CDA has caused the preparation of detailed construction plans, specifications and cost estimate for The Work, which have been reviewed and approved by both County and CDA. County shall utilize said engineering documents for the construction of The Work.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

CDA has elected to have CDA's Facilities constructed by the County's contractor. The construction bid package has identified CDA's Facilities as separate bid items. Upon receipt of the bids and determination of the lowest responsive, responsible bid, County shall notify CDA of its identified portion of the construction costs and request CDA to provide written authorization to County to award the contract to include construction of CDA's Facilities. CDA shall notify County of its decision no later than ten (10) days after CDA's receipt of bid selection from County. If CDA informs County in writing that it does not approve award of The Work, then CDA 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 CDA Facilities furnished, constructed and installed by County's contractor shall be installed in compliance with CDA's plans and specifications. All materials furnished by County's Contractor shall conform to CDA's approved material list. Any and all deviations from said plans and specifications shall be approved by CDA, in writing, prior to being made. Change orders involving CDA Facilities will not be implemented by the County without CDA's prior written approval **which shall not be unreasonably delayed, conditioned or withheld.** For change orders involving CDA Facilities where the additional work is not urgently needed, County will submit a written request to CDA including a reasonable time frame for response and approval by CDA. In the event CDA unreasonably delays, conditions or withholds its approval of a change order or additional work involving CDA Facilities that is warranted for completion of the Work, then CDA shall be responsible for any and all resulting costs associated with such unreasonable delay, conditioning or withholding, including but not limited to any delay claims asserted by the Contractor.

However, CDA 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 CDA, 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 CDA. County's Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and CDA shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible.

County's Engineer shall notify CDA in writing immediately, within 8 hours, after ordering urgently needed change or additional work affecting CDA's Facilities.

CDA shall be responsible to inspect the furnishing and installation of all CDA 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.

CDA's inspection personnel shall have the authority, through the County's Engineer, to enforce CDA's construction plans and specifications for the involved facilities, which CDA 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 CDA. 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 CDA's Inspector. County will not provide inspection to CDA's Facilities except as it may affect construction of Project.

All inspection costs incurred by CDA will be solely financed by CDA in accordance with Section 2 above, Exhibit "B", and the additional provisions of this Agreement. Contract administration costs attributable to CDA's Facilities shall be borne in accordance with Section 2, and shall be a fixed amount of 5% of the estimated construction costs as specified on Exhibit "B". Administrative costs shall include costs for coordination, insertion of CDA'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 CDA's Facilities shall be the responsibility of CDA, and shall be a fixed amount of 5% of the estimated CDA Construction Cost as shown on Exhibit "B".

County and CDA agree that CDA shall pay \$9,000 for Administrative Costs and \$9,000 for Survey Costs, and that an accounting of actual costs for these services would be burdensome.

6. RECIPROCAL INDEMNIFICATION

COUNTY shall indemnify and hold harmless the CDA, 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 CDA, 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 CDA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification of CDA. COUNTY's obligations hereunder shall be satisfied when COUNTY has provided to CDA the appropriate form of dismissal (or similar document) relieving CDA 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 CDA.

CDA shall indemnify and hold harmless the County of Riverside, its Agencies, CDAs, Special CDAs 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 CDA, 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. CDA 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, CDAs, Special CDAs 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 CDA, CDA 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 CDA's indemnification of COUNTY. CDA'S obligations hereunder shall be satisfied when CDA 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 CDA's officers, employees and agents as additional insureds.

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

CHINO BASIN DESALTER AUTHORITY (CDA)
2151 South Haven Avenue, Suite 202
Ontario, California 91761
Attn: Curtis D. Paxton, General Manager

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


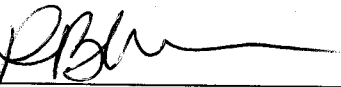

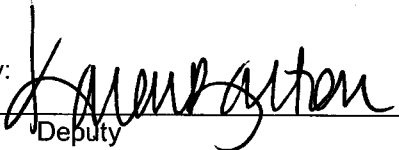
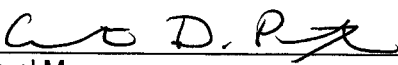
10. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by the County and CDA 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 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.

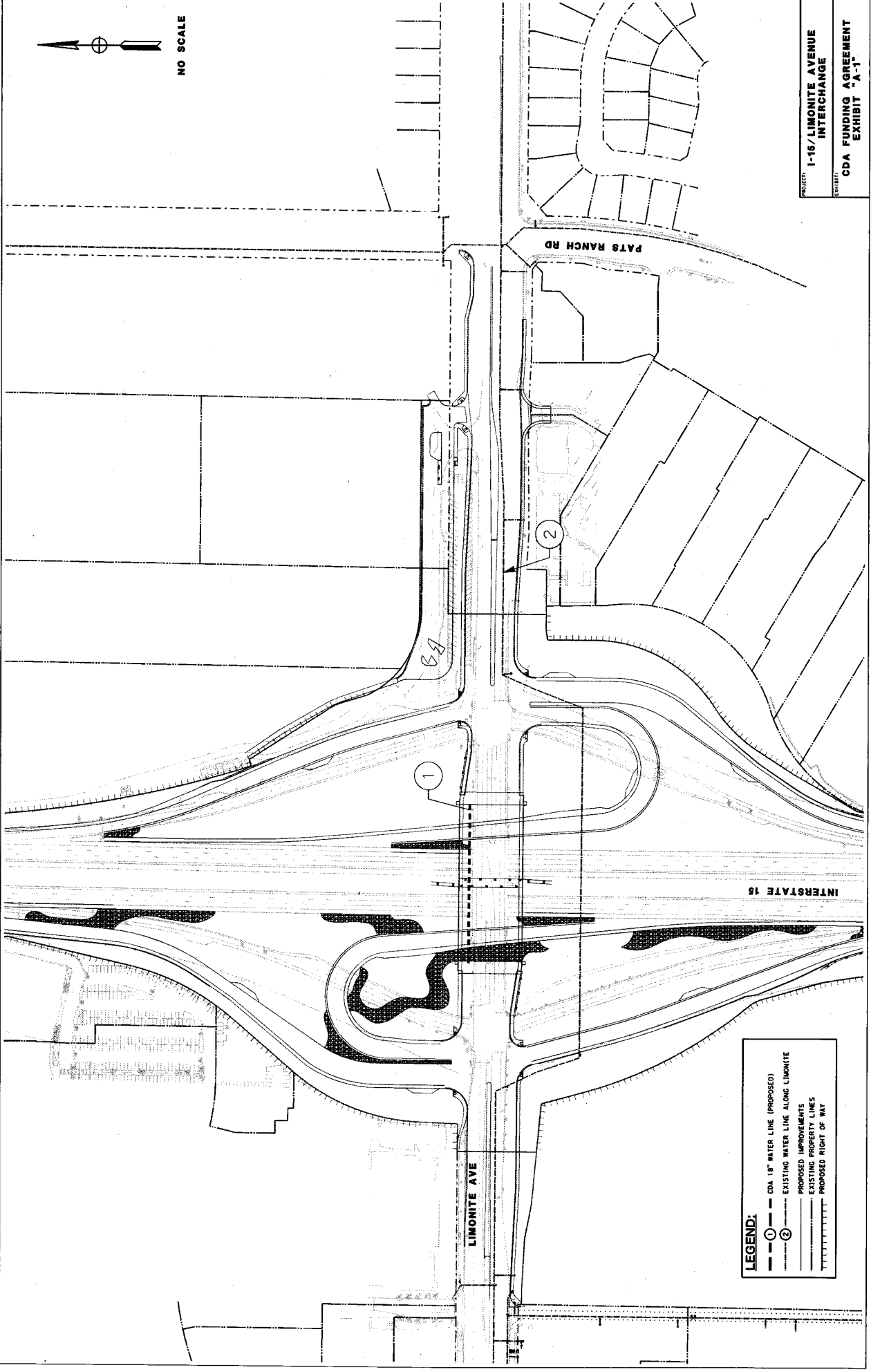
IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.

<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Patricia Romo Director of Transportation</p> <p>Dated: <u>2-21-18</u></p> <p>APPROVED AS TO FORM: Gregory Priamos County Counsel</p> <p>By:  _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By:  _____ Chairperson, CHUCK WASHINGTON Board of Supervisors FEB 27 2018</p> <p>Dated: _____</p> <p>ATTEST: Kecia Harper-Ihem Clerk of the Board</p> <p>By:  _____ Deputy</p>
<p>CHINO BASIN DESALTER AUTHORITY</p> <p>ATTEST:</p> <p>By: _____ Board Secretary</p> <p>Dated : _____</p>	<p>CHINO BASIN DESALTER AUTHORITY</p> <p>APPROVALS</p> <p>By:  _____ General Manager</p> <p>Dated : <u>12/14/2017</u></p>



NO SCALE

PROJECT: I-15/LIMONITE AVENUE INTERCHANGE
SHEET: CDA FUNDING AGREEMENT EXHIBIT "A-1"



LEGEND:
--- CDA 18" WATER LINE (PROPOSED)
--- EXISTING WATER LINE ALONG LIMONITE
--- PROPOSED IMPROVEMENTS
--- EXISTING PROPERTY LINES
--- PROPOSED RIGHT OF WAY

INTERSTATE 15

LIMONITE AVE

PATS RANCH RD

69

1

2

DOMESTIC WATER TRANSMISSION MAIN

Item	Bid Item No.	Item Description	Unit	Quantity	Price	Amount
1	024947	SEISMIC EXPANSION ASSEMBLY	EA	2	\$8,500.00	\$17,000.00
2	024944	2" COMBINATION AIR RELEASE AND AIR/VACUUM VALVE	EA	1	\$5,000.00	\$5,000.00
3	703460	24" WELDED STEEL PIPE CASING (BRIDGE)	LF	78	\$200.00	\$15,600.00
4	703555	18" WELDED STEEL PIPE (0.24" THICK) POTABLE WATER LINE	LF	456	\$200.00	\$91,200.00
5	100000000	PREMIUM FOR ALL-RISK INSTALLATION FLOATER INSURANCE	LS	1	\$3,300.00	\$3,300.00
6	999990	Mobilization	LS	1	\$14,677.78	\$14,677.78

CDA CONSTRUCTION COST \$146,777.78
 CONTINGENCIES (20%) \$29,355.56
 TOTAL CONSTRUCTION COST (ROUNDED) \$180,000.00

Administrative Costs (fixed) (5%) \$9,000.00
 Survey Costs (fixed) (5%) \$9,000.00

TOTAL ESTIMATED COST: \$198,000.00

Note

Agreement totals shall be revised to include only the items of work selected by CDA 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 CDA Board of Directors.

REVISED COST ESTIMATE
LIMONITE AVENUE INTERCHANGE PROJECT

EXHIBIT "C"

DOMESTIC WATER TRANSMISSION MAIN

Item	Bid Item No.	Item Description	Unit	Quantity	Price	Amount
1	024947	SEISMIC EXPANSION ASSEMBLY	EA	2	\$0.00	\$0.00
2	024944	2" COMBINATION AIR RELEASE AND AIR/VACUUM VALVE	EA	1	\$0.00	\$0.00
3	703460	24" WELDED STEEL PIPE CASING (BRIDGE)	LF	78	\$0.00	\$0.00
4	703555	18" WELDED STEEL PIPE (0.24" THICK) POTABLE WATER LINE	LF	456	\$0.00	\$0.00
5	1000000000	PREMIUM FOR ALL-RISK INSTALLATION FLOATER INSURANCE	LS	1	\$0.00	\$0.00
6	999990	Mobilization	LS	1	\$0.00	\$0.00

CDA CONSTRUCTION COST \$0.00

CONTINGENCIES (5%) \$0.00

TOTAL CONSTRUCTION COST (ROUNDED) \$0.00

Administrative Costs (fixed) (5%) \$0.00

Survey Costs (fixed) (5%) \$0.00

TOTAL ESTIMATED COST: \$0.00

This Exhibit "C" shall be prepared using actual bid prices, in accordance with Section 2 of the Cooperative Agreement.

COUNTY APPROVAL

John Marcinek, PE
Transportation Department

Date: _____

CDA APPROVAL

Date: _____