

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



ITEM
3.37
(ID # 8214)

MEETING DATE:

Tuesday, November 6, 2018

FROM : TLMA-TRANSPORTATION:

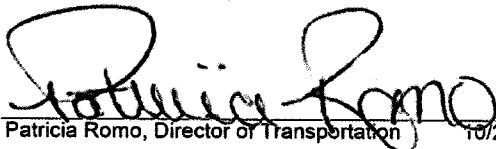
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY-TRANSPORTATION:

Approve and Execute the Cooperative Funding Agreement between the Temescal Valley Water District and the County of Riverside for the Temescal Canyon Road Widening Improvements in the Temescal Canyon area. 1st District, [\$384,610 Total Cost]; Temescal Valley Water District 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the construction of the Temescal Valley Water District Facilities for the Temescal Canyon Road Projects (Project Nos. C5-0072 and C6-0066) have been analyzed under the adopted CEQA Initial Studies/Mitigated Negative Declarations, and nothing further is required under CEQA; and
2. Approve and Execute the Cooperative Agreement between Temescal Valley Water District and the County of Riverside for the Construction of the Temescal Valley Water District Facilities as part of the Roadway Widening on Temescal Canyon Road, Temescal Valley Area.

ACTION:


Patricia Romo, Director of Transportation 10/22/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: November 6, 2018
xc: 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	\$ 384,610	\$ 0	\$ 384,610	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Temescal Valley Water District (100%). No General Funds will be used on this project.			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Improvement Program (TIP) provides for the widening of two segments of Temescal Canyon Road from two to four travel lanes between Dawson Canyon Road and Dos Lagos Drive in the community of Temescal Valley as described below:

1. Dawson Canyon Road to 0.7 miles north (Dawson Canyon Segment)
2. Dos Lagos Drive to Leroy Road (Dos Lagos Segment)

The work also includes applying a slurry seal and new pavement striping to the existing four-lane roadway between the above two segments.

Proposed improvements include the construction of one addition lane in each direction and an 8-foot bike lane each direction, along with a continuous center turn pocket. Traffic signals will be modified at Dawson Canyon Road and Dos Lagos Drive. Additional improvements include construction of a retaining wall, drainage improvements, utility relocations, sidewalk, curb and gutter, ADA compliant curb ramps, roadside signs, pavement markings, and reconstruction of driveways.

Temescal Valley Water District (TVWD) has requested the County of Riverside to include the construction of the relocation of its conflicting facilities, including one 20-inch diameter water pipeline, 14-inch diameter Concrete Mortar Line and Coated (CMLC) water pipeline and appurtenances, 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 TVWD. The costs included in the agreement are based on bids received.

TVWD has executed the agreement at their Board Meeting on October 23, 2018. The agreement has been reviewed and approved by County Counsel.

Construction is anticipated to begin in late 2018.

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

Project Nos: C5-0072 and C6-0066

Environmental Impacts

Temescal Valley Water District (TVWD) Facilities relocation of its conflicting facilities will include the relocation 20" Pipe, 14" Concrete Mortar Line and Coated (CMLC) pipe, adjust manholes to grade, reconstruct top of manholes, relocate air release vacuum valve, relocate water meters, relocate water meter and provide water meter enclosure, relocate water pressure release valve, and support existing utilities, and associated work within the project footprint as analyzed under that particular environmental document referenced below.

As the lead agency under the California Environmental Quality Act (CEQA), the COUNTY prepared Initial Studies (IS) /Mitigated Negative Declarations (MND) for the Dawson Canyon and the Dos Lagos Segments of the Temescal Canyon Road Widening Projects in order to analyze the Projects' impacts to the environment. Based on the findings of the Projects' Initial Studies, the Projects will not have a significant effect on the environment. Per Minute Order dated November 14, 2017 (Agenda Item 3.24), the Riverside County Board of Supervisors adopted the Initial Studies/Mitigated Negative Declarations. Notices of Determination were filed with the Riverside County Clerk's Office on November 14, 2017 (E- 201701466 & E-201701467) and terminated posting on December 20, 2017.

Impact on Citizens and Businesses

The proposed Temescal Canyon Road widening project will reduce traffic congestion and improve overall traffic flow on this important alternate road to Interstate 15. The Transportation Department will work with the contractor to minimize inconvenience to traffic and local businesses, especially during peak traffic periods.

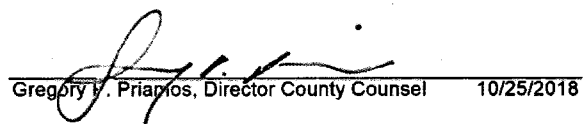
Additional Fiscal Information

All costs will be paid by TVWD.

ATTACHMENTS

Temescal Vicinity Map
Exhibit A Cost Estimate
Cooperative Agreement


Scott Bruckner 10/29/2018


Gregory V. Priamos, Director County Counsel 10/25/2018

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

TEMESCAL CANYON ROAD

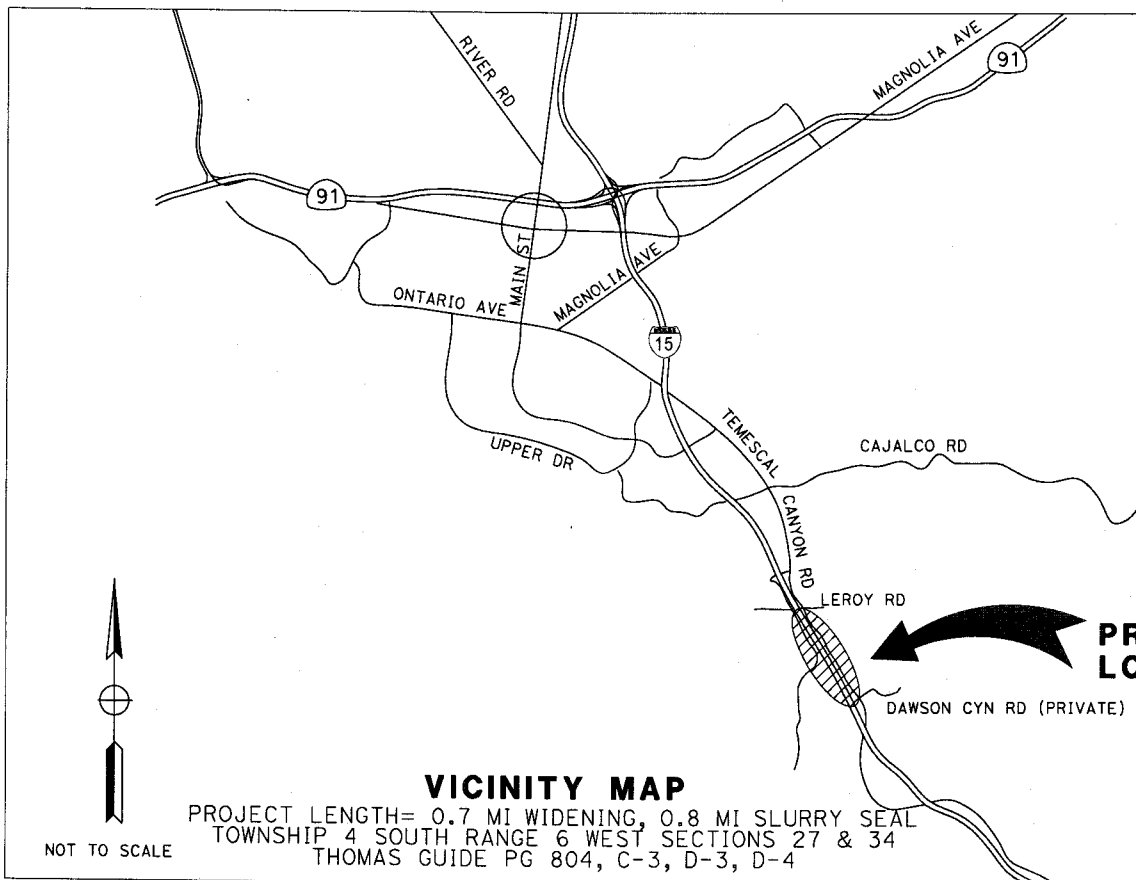
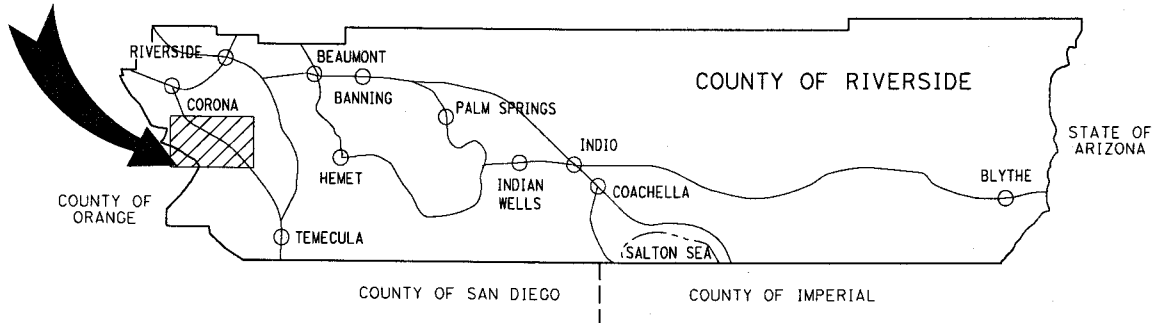
WIDENING: FROM DAWSON DANYON RD TO 0.7 MILES NORTH
AND LEROY RD TO DOS LAGOS DR

SLURRY SEAL: FROM 0.7 MILES NORTH OF DAWON CANYON
TO LEROY RD

IN THE TEMESCAL VALLEY AREA

PROJECT NO.s C5-0072 AND C6-0066

**PROJECT
VICINITY**



**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
Temescal Valley Water District, Water Improvements
As Part of Roadway Widening on Temescal Canyon Road
Temescal Valley Area**

This Agreement is made and entered into this 23rd day of October, 2018, by and between the **Temescal Valley 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, has opened the public bids for the construction of the Temescal Canyon Road Widening, project number C5-0072, within the Temescal Valley Area in the unincorporated area of Riverside County, California (hereinafter "Project") and;

WHEREAS, District desires for County to include the construction and relocation of the District owned 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. DESCRIPTION OF ANTICIPATED WORK

Relocation of 20" Pipe, 14" CMLC pipe, adjust manholes to grade, reconstruct top of manholes, relocate air release vacuum valve, relocate water meters, relocate water meter and provide water meter enclosure, relocate water pressure release valve, and support existing utilities, and associated work (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" attached.

2. FINANCIAL PARTICIPATION

The total Summary of Bids cost for the construction of the District Facilities is \$270,000. Additional estimated costs are Construction Contingency \$27,000, Traffic Control \$14,040, Design allocation \$26,914.88 and estimated County Contract Administration \$46,656, as described in Exhibit "A". It is mutually understood that this estimate does not include costs for construction inspection by District's inspector which shall be borne by District.

The Work, 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 one hundred percent (100%) of The Work costs, as described above, not later than 30 days after District's receipt of County's invoice.

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.

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", by an amount greater than 25%, an amendment to this Agreement shall be negotiated and executed by District and County.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

District and County have caused 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 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 has notified District of its identified portion of the construction costs and District has provided written authorization to County to award the contract to include construction of District's Facilities. District notified County of its decision within 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**. For change orders involving District Facilities where the additional work is not urgently needed, County will submit a written request to District including a reasonable time frame for response and approval by District. In the event District unreasonably delays, conditions or withholds its approval of a change order or additional work involving District Facilities that is warranted for completion of the Work, then District 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, 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.

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 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", 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 15% of the estimated construction costs 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, trench backfill materials testing, survey costs, and other tasks associated with the administration of The Work.

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 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 of Transportation

TEMESCAL VALLEY WATER DISTRICT
22646 Temescal Canyon Road
Corona, CA 92883
Attn: Jeff Pape, 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.



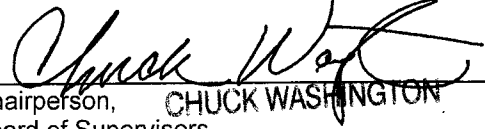
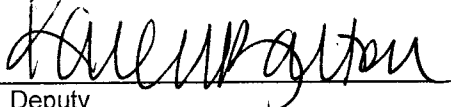

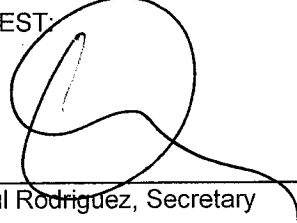
<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Patricia Romo Director of Transportation</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By:  _____ Chairperson, CHUCK WASHINGTON Board of Supervisors</p> <p>Dated: NOV 06 2018</p> <p>ATTEST:</p> <p>Kecia Harper-Ihem Clerk of the Board</p> <p>By:  _____ Deputy</p>
<p>Temescal Valley Water District APPROVALS</p> <p>By:  _____ C.W. Colladay, President</p> <p>Dated: 10/23/18</p>	<p>Temescal Valley Water District</p> <p>ATTEST:</p> <p>By:  _____ Paul Rodriguez, Secretary</p> <p>Dated: 10/23/18</p>

Exhibit "A"
To the Cooperative Agreement Between the County of Riverside
And the Temescal Valley Water District
Construction of Roadway Widening on Temescal Canyon Road
County Project No. C5-0072

Summary of Bids Received by Apparent Low Bidder

ALTERNATE BID SCHEDULE C - Temescal Valley Water District - UTILITY RELOCATIONS (Dawson Canyon Segment)

ITEM NO.	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	AS BID UNIT PRICE	AS BID TOTAL ESTIMATE
129	RELOCATE 20" PIPE [CROSSING DAWSON LINE B AND LINE B and Line C]		LS	1	100,000.00	100,000.00
130	RELOCATE 14" CMLC PIPE [CROSSING DAWSON SEGMENT LINE B AND LINE C]		LS	1	83,000.00	83,000.00
131	ADJUST MANHOLE TO GRADE		EA	7	770.00	5,390.00
132	RECONSTRUCT TOP OF MANHOLE		EA	2	2,700.00	5,400.00
133	RELOCATE AIR RELEASE VACUUM VALVE		EA	3	5,900.00	17,700.00
134	RELOCATE WATER METER		EA	3	7,250.00	21,750.00
135	RELOCATE WATER METER AND PROVIDE WATER METER ENCLOSURE		EA	1	11,200.00	11,200.00
136	RELOCATE WATER PRESSURE RELEASE VALVE		EA	1	9,600.00	9,600.00
136A	SUPPORT EXISTING UTILITIES		LS	1	15,960.00	15,960.00
ALTERNATE BID SCHEDULE A TOTAL ITEMS 129 - 1136A						270,000.00

Total Costs as Bid:	270,000.00
Contingency (10%):	27,000.00
Traffic Control (Pro-rated):	14,040.00
Design (Actual):	26,914.88
Contract Administration (including survey and soils testing) (15%):	46,656.00
Total Estimated Costs:	384,610.88