

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



ITEM
3.38
(ID # 8190)

MEETING DATE:

Tuesday, November 6, 2018

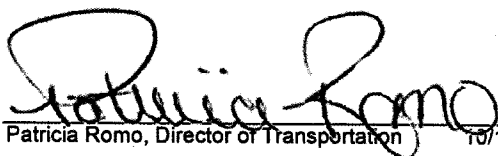
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approve and Execute the Cooperative Funding Agreement between Elsinore Valley Municipal Water District and the County of Riverside for the Temescal Canyon Road Widening Projects in the Temescal Valley area. 1st District, [\$413,379 Total Cost] EVWMD 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the construction of the Elsinore Valley Municipal 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 Elsinore Valley Municipal Water District and the County of Riverside for the Construction of Elsinore Valley Municipal Water District Facilities as part of Roadway Widening on Temescal Canyon Road, Temescal Valley Area.

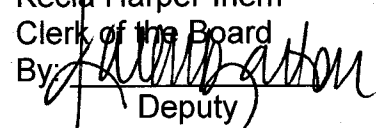
ACTION:


Patricia Romo, Director of Transportation 10/18/2018

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	\$ 413,379	\$ 0	\$ 413,379	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: EVMWD (100%)			Budget Adjustment:	No
There are no County funds used for this Agreement			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 additional lane in each direction and an 8-foot bike lane in 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.

Elsinore Valley Municipal Water District (EVMWD) has requested the County of Riverside to include the construction of the relocation of its conflicting facilities, including one 42-inch diameter 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 EVMWD. The costs included in the agreement are based on bids received.

EVMWD has executed the agreement at their Board Meeting on October 25, 2018. The agreement has been reviewed and approved by County Counsel.

Construction is anticipated to begin in late 2018.

Project Nos: C5-0072 and C6-0066

Environmental Impacts

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Relocation of EVMWD's conflicting facilities will include relocation of one 42-inch diameter water pipeline, relocation of air vacuum and fire hydrant appurtenances 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 EVMWD.

ATTACHMENTS

Temescal Valley Vicinity Map
Exhibit B Cost Estimate
EVMWD Temescal Canyon Agreement
Exhibit A Location Map


Scott Bruckner

10/29/2018


Gregory E. Priaplos, Director County Counsel

10/23/2018

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**

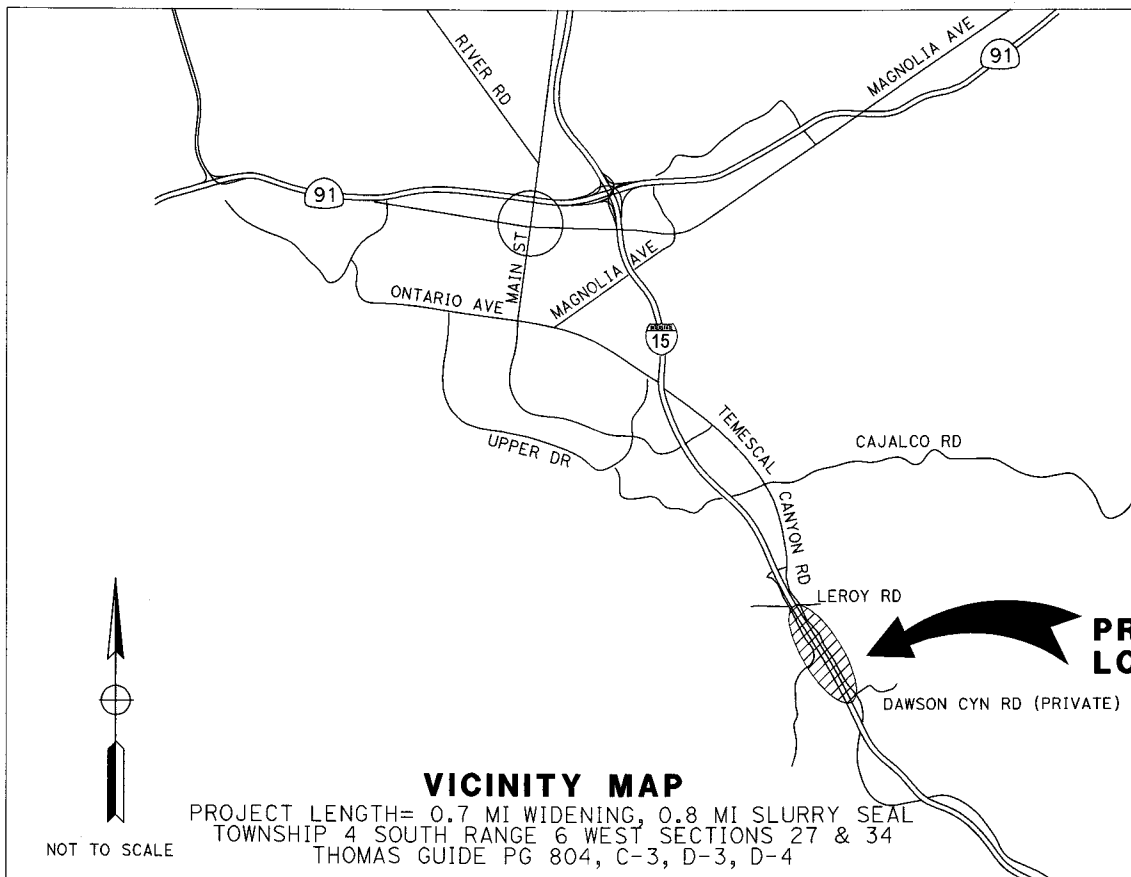
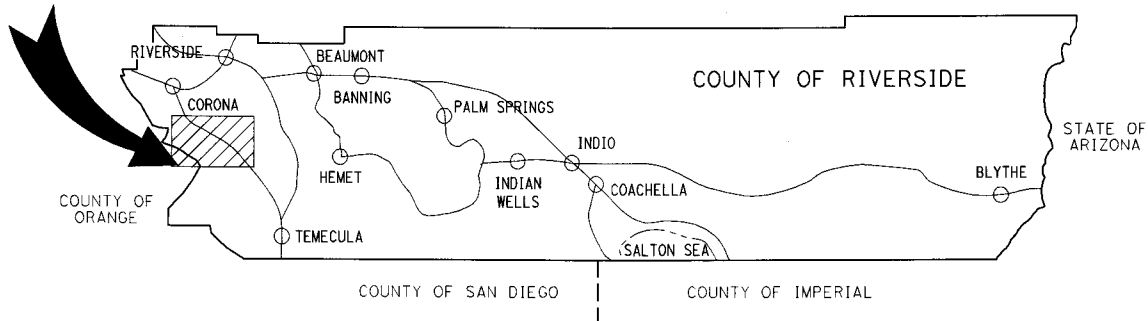


Exhibit "A"

COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF Elsinore Valley Municipal Water District Facilities Description of Work to be Completed & Project Location

Relocation of EVMWD's 42-Inch diameter CML&C steel potable water pipeline, including but not limited to the relocation of air vacuum and fire hydrant appurtenances, connections to existing 42-inch diameter waterline, earthwork, civil site work, and all other work necessary to complete the waterline relocation.



Exhibit "B"
COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
Elsinore Valley Municipal Water District Facilities
As Part of Temescal Canyon Road Widening Project
Temescal Valley Area
County Project Nos. C5-0072 and C6-0066

Summary of Bids Received by Apparent Low Bidder

ALTERNATE BID SCHEDULE D - ELSINORE VALLEY MUNICIPAL WATER DISTRICT - UTILITY RELOCATIONS (Dawson Canyon and Dos Lagos Segments)

ITEM NO.	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	AS BID UNIT PRICE	AS BID TOTAL ESTIMATE
137	RELOCATE 42" PIPE [CROSSING DAWSON SEGMENT LINE B AND LINE C]		LS	1	205,000.00	205,000.00
138	42" BUTTERFLY VALVE, FLANGED ENDS BURIED SERVICE (CLASS 350)		LS	1	56,000.00	56,000.00
139	OVEREXCAVATION AND REPLACE UNSUITABLE MATERIAL		CY	40	160.00	6,400.00
140	RELOCATE AIR RELEASE VACUUM VALVE		EA	2	8,100.00	16,200.00
141	RELOCATE HYDRANT		EA	3	9,000.00	27,000.00
	ALTERNATE BID SCHEDULE D TOTAL ITEMS 137 - 141					310,600.00

Total Costs as Bid:	310,600.00
Contingency (10%):	31,060.00
Traffic Control (Pro-rated):	16,151.20
Design (Actual):	1,896.25
Contract Administration (including survey and soils testing) (15%):	<u>53,671.68</u>
Total Estimated Costs:	413,379.13
Deposit amount (100%):	413,379.13

**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
Elsinore Valley Municipal Water District Facilities
As Part of Temescal Canyon Road Widening Project
Temescal Valley Area**

This Cooperative Agreement ("Agreement") is made and entered into this 10th day of November, 2018, by and between the Elsinore Valley Municipal Water District (hereinafter, "DISTRICT"), a public agency, and the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"). DISTRICT and COUNTY are sometimes hereinafter referred to individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the COUNTY, acting as lead agency, has opened bids for the construction of roadway widening on Temescal Canyon Road, Project numbers C5-0072 and C6-0066, in the unincorporated area of Riverside County, California (hereinafter "Project"); and

WHEREAS, DISTRICT desires for COUNTY to include the construction of the relocation of 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 "A" and "B" 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 mutual promises and benefits provided for herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The recitals listed above are true and correct and are hereby incorporated herein by reference into this Agreement.

2. DESCRIPTION OF WORK

Construction of the relocation of one (1) 42-inch diameter water pipeline, relocation of air vacuum and fire hydrant appurtenances, 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 hereto and incorporated herein.

3. FINANCIAL PARTICIPATION

The Total Estimated Cost for the construction of the DISTRICT Facilities is \$413,379.13, 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.

The Work, which DISTRICT has requested to be included in COUNTY's construction contract as described in Exhibit "A", shall be constructed at the sole expense of DISTRICT, including contract administration expenses.

COUNTY shall cause its contractor to provide a detailed Schedule of Values in accordance with Addendum No. 3 Section 01010 that itemize the costs associated with The Work, and the DISTRICT and COUNTY shall mutually determine if the excavation portion of those costs are associated with the base-bid storm drain items of work, to be funded by the COUNTY. If it is determined that any portion of the costs for The Work, as bid, should be borne by COUNTY rather than DISTRICT, then COUNTY shall adjust DISTRICT's deposit prior to issuing the deposit invoice. Upon COUNTY providing DISTRICT with the detailed Schedule of Values itemization of costs, the COUNTY and the DISTRICT shall mutually agree upon a final determination with respect to adjustments to cost. In the event that the final breakdown of costs is not mutually agreed upon, the final determination will be made by the Director of Transportation or the Deputy Director of Transportation.

DISTRICT shall deposit with the COUNTY the amount of one hundred percent (100%) of the Total Estimated Cost, in accordance with Exhibit "B" not later than thirty (30) calendar 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. The COUNTY and DISTRICT shall evaluate the Schedule of Values and mutually agree upon any adjustments to the deposit prior to the COUNTY invoicing the 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 "B", by an amount greater than 25%, an amendment to this Agreement shall be negotiated and executed by DISTRICT and COUNTY.

4. CONSTRUCTION PLANS AND SPECIFICATIONS

DISTRICT 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 DISTRICT. COUNTY shall utilize said engineering documents for the construction of The Work.

5. 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) calendar 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 others so as to not delay construction schedule of COUNTY.

6. 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 shall 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 shall 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 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 the Project.

All inspection costs incurred by DISTRICT will be solely financed by DISTRICT. Contract administration costs attributable to DISTRICT's Facilities shall be borne in accordance with Section 3, and shall be a fixed amount of 15% of the estimated construction costs 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, 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.

7. 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, 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, 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.

8. COUNTY TO PROVIDE INSURANCE

For the period during which COUNTY or its contractor(s) controls the job site, COUNTY shall 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.

9. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns.

10. 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

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
31315 Chaney Street
Lake Elsinore, CA 92530
Attn: John Vega, General Manager

With a copy to:
Best Best & Krieger LLP
2855 East Guasti Road, Suite 400
Ontario, CA 91761
Attn: John Brown, General Counsel

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

11. EFFECTIVE DATE

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

12. INTEGRATION

This Agreement constitutes the final, complete, and exclusive expression of the intent of the Parties.

13. MODIFICATIONS

This Agreement can only be changed, modified, amended, supplemented, or rescinded in a separate writing signed by both Parties.

14. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

15. WAIVERS

All waivers must be in writing. Failure to insist upon strict performance of any provision, right, duty, or obligation in this Agreement is not a waiver of the right to enforce that provision, right, duty, or obligation, nor any other provision, right, duty, or obligation in the future.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. VENUE

The venue of any disputes arising out of this Agreement shall be the Superior Court of the State of California for the County of Riverside.

18. AUTHORITY

The persons signing this Agreement hereby warrant that he or she has the authority to bind the Party for which he or she is signing.

19. ATTORNEYS' FEES

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

20. SEVERABILITY

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion has never been part of this Agreement.

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



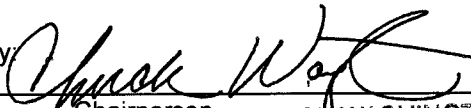
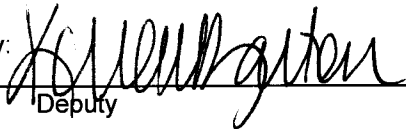

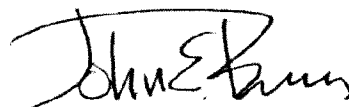

<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Patricia Romo Director of Transportation</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By:  _____ Chairperson, CHUCK WASHINGTON Board of Supervisors</p> <p>Dated: <u>NOV 06 2018</u></p> <p>ATTEST:</p> <p>Kecia Harper-Ihem Clerk of the Board</p> <p>By:  _____ Deputy</p>
<p>DISTRICT APPROVALS</p> <p>ATTEST:</p> <p>By:  _____ Terese Quintanar, District Secretary</p> <p>APPROVED AS TO LEGAL FORM:</p> <p>By:  _____ John Brown, General Counsel</p>	<p>ELSINORE VALLEY MUNICIPAL WATER DISTRICT</p> <p>By:  _____ John Vega, General Manager</p>

Exhibit "A"

COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF

Elsinore Valley Municipal Water District Facilities

Description of Work to be Completed & Project Location

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Exhibit "B"

COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF

Elsinore Valley Municipal Water District Facilities

As Part of Temescal Canyon Road Widening Project

Temescal Valley Area

County Project Nos. C5-0072 and C6-0066

Summary of Bids Received by Apparent Low Bidder

ALTERNATE BID SCHEDULE D - ELSINORE VALLEY MUNICIPAL WATER DISTRICT - UTILITY RELOCATIONS (Dawson Canyon and Dos Lagos Segments)

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