

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.1
(ID # 10580)

MEETING DATE:
Tuesday, October 22, 2019

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Jurupa Valley; Approval of the Specifications and Contract Documents and Authorize to Advertise for Bids for the Jurupa-Pyrite MDP Line A-2, Stage 1, Project No. 1-0-00234-01, CEQA Exempt, District 2. [\$0] (CLERK TO ADVERTISE)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that nothing further is required under the California Environmental Quality Act (CEQA) because the approval of the Cooperative Agreement, Plans and Specifications and Contract Documents is implementing the previously approved Jurupa-Pyrite MDP Line A-2, Stage 1 ("Project") that was found to be exempt from CEQA pursuant to Sections 15303(d) and 15061(b)(3) of the State CEQA Guidelines;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District) and the City of Jurupa Valley (City);
3. Authorize the Chairwoman to execute the Cooperative Agreement documents on behalf of the District;

ACTION:Policy, Clerk to Advertise

Handwritten signature of Jason Uhley.

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 10/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 22, 2019
xc: Flood

Kecia R. Harper
Clerk of the Board

By Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

4. Approve the Plans and Specifications and Contract Documents for the Project;
5. Authorize the Clerk of the Board to advertise the Project for construction contract bids to be received by the District office located at 1995 Market Street, Riverside, California 92501, up to the hour of 2:00 p.m., Thursday, November 21, 2019, at which time bids will be opened;
6. Direct the Clerk of the Board to return two (2) copies of the executed Cooperative Agreement to the District; and
7. Direct the Clerk of the Board to return all four (4) copies of the executed Jurupa-Pyrite MDP Line A-2, Stage 1 Specifications and Contract Documents books to the District.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|-----------------------------|-----------------------------|--------------------------|-------------------------------|---------------------|
| COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: N/A | | | Budget Adjustment: N/A | |
| | | | For Fiscal Year: N/A | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Cooperative Agreement sets forth the terms and conditions by which the District will design and construct an interim flood control facility within the Jurupa-Pyrite Master Drainage Plan. The Cooperative Agreement is necessary for the City to grant the District the necessary rights to access, inspect and construct the Project within City rights of way.

The Project will improve recurring flooding issues experienced by residents at the end of Bellmore Street by conveying ponded flows westerly towards Agate Street more effectively. Residents currently experience prolonged periods of flooding resulting from an existing crushed pipe that limits conveyance. The Project will replace the crushed pipe with a concrete swale that will outlet into a 4-foot wide by 1.5-foot deep grated trench drain culvert across Agate Street.

Upon completion of the respective construction contracts, the District will assume ownership and responsibility for the operation and maintenance of Project, a concrete swale and inlet at the southwestern end of Bellmore Street to the east of Agate Street. The City will assume ownership and responsibility for the culvert and outlet structure located within its rights of way.

CEQA Findings

On April 10, 2018, Minute Order 11.2 (MT#6440), the Board of Supervisors for the District found the Project to be exempt from CEQA pursuant to Section 15303(d), New Construction and Conversion of Small Structures, and Section 15061(b)(3), the General Rule, and approved the Project. A Notice of Exemption was filed with the County Clerk. Additionally, the Board of Supervisors found the Project is consistent with the Western Riverside County Multiple Species

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Habitat Conservation Plan. The Plans and Specifications and Contract Documents and Cooperative Agreement being approved today are implementing what was previously evaluated and are consistent with the Project as approved by the Board, therefore, nothing further is required under CEQA.

County Counsel has approved the Cooperative Agreement as to legal form and the contract documents. The City has executed the Cooperative Agreement. A brief project description and location map is attached.

Prev. Agn. Ref.: MT#6440, 11.2 of 04/10/18

Impact on Residents and Businesses

This Project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, this Project will improve flooding condition and public safety by conveying surface runoff and decreasing flooding duration.

Additional Fiscal Information

The Project contemplated in this Form 11 merely approves both the Cooperative Agreement between the District and the City, and the Plans and Specifications and Contract Documents identifying the proposed work, as well as authorizes the Clerk of the Board to advertise said contract documents. No expenses will be incurred as a result of this action.

Contract History and Price Reasonableness

The Engineer's estimate for this Project is \$271,097, and the action today, if approved, will authorize the District to pursue competitive bids through the California Public Works Contract Process. The District will then return to the Board of Supervisors to seek approval to award the Contract to the lowest responsive bidder.

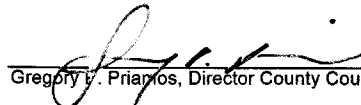
ATTACHMENTS:

1. Cooperative Agreement
2. Notice to Contractors
3. Project Description and Location Map
4. Notice of Exemption
5. Specifications and Contract Documents (Cover)

P8\226618


Jason Farin, Senior Management Analyst

10/15/2019


Gregory V. Priamos, Director County Counsel

10/10/2019

NOTICE INVITING BIDS TO CONTRACTORS

Riverside County Flood Control and Water Conservation District hereinafter called "District", invites sealed proposals for construction of:

**Jurupa-Pyrite MDP Line A-2, Stage 1
Project No. 1-0-00234-01
located in the city of Jurupa Valley
Riverside County, California**

On or after **October 22, 2019**, Specifications and Contract Documents may be examined at the District's office at 1995 Market Street, Riverside, California, and may be obtained upon payment to District of **\$60.00** per set, received at the District's office and **\$65.00** per set if mailed. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 received at the District's office and \$15.00 if mailed. No refund.

Each proposal must be accompanied by a bid security in the form of a certified check, cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the Riverside County Flood Control and Water Conservation District as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and proof of insurance.

Bid Proposals must be placed in a sealed envelope clearly marked "Bid Proposal". Bid Proposals must be in accordance with the instructions and other Contract Documents and filed with the District by **2:00 p.m. on Thursday, November 21, 2019** at 1995 Market Street, Riverside, California, which time and place are fixed for the public opening of bids.

Any questions, requests for information and requests for clarification or interpretation of the Specifications must be submitted in writing to the District attention:

Christian Portillo
Email: cportill@rivco.org

OR

Hard Copy: Riverside County Flood Control and Water Conservation District
1995 Market Street, Riverside, CA 92501
Attn: Christian Portillo

Questions or requests must be received **no later than 5:00 p.m. on Tuesday, November 12, 2019**.

Pursuant to Labor Code Section 1771.1, any Contractor bidding and subcontractors to be listed on a Bid Proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered with the Department of Industrial Relations and qualified to perform public works pursuant to Labor Code Section 1725.5. No Contractor or subcontractor may be awarded a public works project or enter into a Contract without proof of current registration to perform public works.

General prevailing rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of

contracts under the jurisdiction of District have been obtained by the Board of Supervisors of the District from the Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

THIS PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime Contractor shall post job site notices, including a copy of the prevailing rate of per diem wages determinations made by the Director for the Department of Industrial Relations and other notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1773.2, 1774, 1775, 1776, and 1777.5.

Contractor shall furnish the records specified in Labor Code Section 1776, including but limited to the certified payroll records, directly to the Labor Commissioner for the Department of Industrial Relations.

Substitution of securities for any moneys withheld by District shall be permitted as provided for by Section 22300 of the California Public Contract Code.

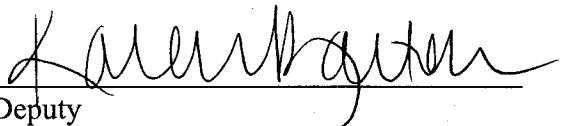
Contractors submitting proposals for this project shall have an active and in good standing Class "A" Contractor's license from the State of California in order to be considered eligible for the contract award. The license(s) shall remain active and in good standing throughout the entire duration of the project.

With the submittal of the Bid Proposal, the Contractor shall submit for approval by the District documented evidence of satisfaction of all of the Bidder Qualifications listed above. As part of this submittal, Experience Statement shall be completed indicating at a minimum, the name, address, and phone number of the project owner and owner's representative, the location of the project, the amount of material installed, and completion date.

Dated: October 22, 2019

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

KECIA HARPER
Clerk of the Board

BY 
Deputy



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 23, 2019

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

TEL: (951) 368-9268
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: JURUPA-PYRITE MDP LINE A-2, STAGE 1

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) CONSECUTIVE THURSDAYS: OCTOBER 31 and NOVEMBER 7, 2019.**

We require your affidavit of publication immediately upon completion of the last publication.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Karen Barton

Deputy Clerk of the Board to:
KECIA R. HARPER, CLERK OF THE BOARD

NOTICE INVITING BIDS TO CONTRACTORS

Riverside County Flood Control and Water Conservation District hereinafter called "District", invites sealed proposals for construction of:

**Jurupa-Pyrite MDP Line A-2, Stage 1
Project No. 1-0-00234-01
located in the city of Jurupa Valley
Riverside County, California**

On or after **October 22, 2019**, Specifications and Contract Documents may be examined at the District's office at 1995 Market Street, Riverside, California, and may be obtained upon payment to District of **\$60.00** per set, received at the District's office and **\$65.00** per set if mailed. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 received at the District's office and \$15.00 if mailed. No refund.

Each proposal must be accompanied by a bid security in the form of a certified check, cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the Riverside County Flood Control and Water Conservation District as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and proof of insurance.

Bid Proposals must be placed in a sealed envelope clearly marked "Bid Proposal". Bid Proposals must be in accordance with the instructions and other Contract Documents and filed with the District by **2:00 p.m. on Thursday, November 21, 2019** at 1995 Market Street, Riverside, California, which time and place are fixed for the public opening of bids.

Any questions, requests for information and requests for clarification or interpretation of the Specifications must be submitted in writing to the District attention:

Christian Portillo

Email: cportill@rivco.org

OR

Hard Copy: Riverside County Flood Control and Water Conservation District

1995 Market Street, Riverside, CA 92501

Attn: Christian Portillo

Questions or requests must be received **no later than 5:00 p.m. on Tuesday, November 12, 2019**.

Pursuant to Labor Code Section 1771.1, any Contractor bidding and subcontractors to be listed on a Bid Proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered with the Department of Industrial Relations and qualified to perform public works pursuant to Labor Code Section 1725.5. No Contractor or subcontractor may be awarded a public works project or enter into a Contract without proof of current registration to perform public works.

General prevailing rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of contracts under the jurisdiction of District have been obtained by the Board of Supervisors of the District from the Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

THIS PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime Contractor shall post job site

notices, including a copy of the prevailing rate of per diem wages determinations made by the Director for the Department of Industrial Relations and other notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1773.2, 1774, 1775, 1776, and 1777.5.

Contractor shall furnish the records specified in Labor Code Section 1776, including but limited to the certified payroll records, directly to the Labor Commissioner for the Department of Industrial Relations.

Substitution of securities for any moneys withheld by District shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Contractors submitting proposals for this project shall have an active and in good standing Class "A" Contractor's license from the State of California in order to be considered eligible for the contract award. The license(s) shall remain active and in good standing throughout the entire duration of the project.

With the submittal of the Bid Proposal, the Contractor shall submit for approval by the District documented evidence of satisfaction of all of the Bidder Qualifications listed above. As part of this submittal, Experience Statement shall be completed indicating at a minimum, the name, address, and phone number of the project owner and owner's representative, the location of the project, the amount of material installed, and completion date.

Alternative formats available upon request to individuals with disabilities.

Dated: October 22, 2019

KECIA R. HARPER

Clerk of the Board

By: Karen Barton, Deputy Clerk of the Board



CALL (951) 368-9222
EMAIL: legals@pe.com

THE PRESS-ENTERPRISE

| DATE | ORDER NUMBER | PONumber | PRODUCT | SIZE | Amount |
|----------|--------------|----------|--------------|------------|--------|
| 10/31/19 | 0011328424 | | PE Riverside | 4 x 102 Li | 530.40 |
| 11/7/19 | 0011328424 | | PE Riverside | 4 x 102 Li | 489.60 |

Invoice text: Jurupa-Pyrite MDP Line A-2

*Flood
10/22/19 11.1*

Placed by: Karen Lynn Barton

Legal Advertising Memo Invoice

| BALANCE DUE |
|-------------|
| 1,020.00 |

| SALES/CONTACT INFORMATION | ADVERTISER INFORMATION | | | |
|----------------------------|------------------------|-----------------------|--------------------------|------------------------|
| Nick Eller 951-368-9229 | BILLING DATE | BILLED ACCOUNT NUMBER | ADVERTISER/CLIENT NUMBER | ADVERTISER/CLIENT NAME |
| | 11/07/2019 | 5209148 | 5209148 | BOARD OF SUPERVISORS |



THE PRESS-ENTERPRISE

Legal Advertising Memo Invoice

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

| ADVERTISER/CLIENT NAME | | |
|------------------------|-----------------------|--------------------------|
| BOARD OF SUPERVISORS | | |
| BILLING DATE | BILLED ACCOUNT NUMBER | ADVERTISER/CLIENT NUMBER |
| 11/07/2019 | 5209148 | 5209148 |
| BALANCE DUE | ORDER NUMBER | TERMS OF PAYMENT |
| 1,020.00 | 0011328424 | DUE UPON RECEIPT |

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
'PO BOX 1147'
RIVERSIDE, CA 92502

CALIFORNIA NEWSPAPER PARTNERSHIP
dba The Press-Enterprise
PO Box 65210
Colorado Springs, CO 80962-5210

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Jurupa-Pyrite MDP Line A-2 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

10/31, 11/07/2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: November 07, 2019
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011328424-01

P.O. Number:

Ad Copy:

NOTICE INVITING BIDS TO CONTRACTORS

Riverside County Flood Control and Water Conservation District hereinafter called "District", invites sealed proposals for construction of:

**Jurupa-Pyrite MDP Line A-2, Stage 1
Project No. 1-0-00234-01
located in the city of Jurupa Valley
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Christian Portillo
Email: cportill@rivco.org
OR

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THIS PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime Contractor shall post job site notices, including a copy of the prevailing rate of per diem wages determinations made by the Director for the Department of Industrial Relations and other notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1773.2, 1774, 1775, 1776, and 1777.5.

Contractor shall furnish the records specified in Labor Code Section 1776, including but not limited to the certified payroll records, directly to the Labor Commissioner for the Department of Industrial Relations.

Substitution of securities for any moneys withheld by District shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Contractors submitting proposals for this project shall have an active and in good standing Class 'A' Contractor's license from the State of California in order to be considered eligible for the contract award. The license(s) shall remain active and in good standing throughout the entire duration of the project.

With the submittal of the Bid Proposal, the Contractor shall submit for approval by the District documented evidence of satisfaction of all of the Bidder Qualifications listed above. As part of this submittal, Experience Statement shall be completed indicating at a minimum, the name, address, and phone number of the project owner and owner's representative, the location of the project, the amount of material installed, and completion date.

Alternative formats available upon request to individuals with disabilities.

Dated: October 22, 2019

KECIA R. HARPER
Clerk of the Board
By: Karen Barton, Deputy Clerk of the Board

10/31, 11/07

COOPERATIVE AGREEMENT
Jurupa-Pyrite MDP Line A-2, Stage 1
Project No. 1-0-00234

This Cooperative Agreement ("Agreement"), dated as of October 22, 2019, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Jurupa Valley, a municipal corporation ("CITY").

RECITALS

A. DISTRICT has budgeted for and plans to construct the Jurupa-Pyrite MDP Line A-2, Stage 1, to provide necessary flood control and drainage improvements for certain areas within CITY; and

B. These certain flood control facilities are identified in DISTRICT's Jurupa-Pyrite Master Drainage Plan ("MDP"), as shown in concept on Exhibit "A", attached hereto and made a part hereof, and as shown on DISTRICT's Drawing No. 1-0731, generally consisting of the following segment:

(i) Jurupa-Pyrite MDP Line A-2, Stage 1 – District proposes to construct approximately 480 lineal feet of concrete swale and headwall ("DISTRICT DRAINAGE FACILITY"), at the southwestern end of Bellmore Street and continues westerly to a headwall just east of Agate Street. DISTRICT DRAINAGE FACILITY will be an interim facility until the proposed ultimate Jurupa MDP Line A-2 is constructed; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of approximately 58 lineal feet of trench drain, endwall and outlet, starting at the headwall and continues westerly across Agate Street to an endwall just west of Agate Street ("CULVERT"); and

D. Together, DISTRICT DRAINAGE FACILITY and CULVERT are hereinafter called "PROJECT"; and

E. DISTRICT and CITY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

F. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to design, construction, inspection, ownership, and operation and maintenance of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prepare, or cause to be prepared, plans and specifications for PROJECT ("IMPROVEMENT PLANS"), in accordance with applicable DISTRICT and CITY standards.

3. Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT, including, without limitation, resolving, at its sole cost and expense, any disputes with utilities with respect to prior rights and relocation obligations with respect to rights of way necessary for PROJECT and certifying to CITY that the utilites have no prior rights in the rights of way.

4. Secure and comply with, at its sole cost and expense, all necessary permits, approvals, licenses or agreements required by any federal or state resource or regulatory agencies pertaining to the construction of PROJECT and operation and maintenance of DISTRICT DRAINAGE FACILITY.

5. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to CITY for its review and approval, as appropriate.

6. Advertise, award and administer a public works construction contract for PROJECT.

7. Within thirty (30) days of awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Agency (RCA) the costs associated with the Multiple Species Habitat Conservation Plan, which is either the lesser of three percent (3%) of the lowest bid price or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.

8. Provide CITY, within a reasonable timeframe, with written notice that DISTRICT has awarded a construction contract for PROJECT.

9. Prior to commencing PROJECT construction, schedule and conduct a pre-construction meeting between DISTRICT, CITY and other affected entities. DISTRICT shall notify CITY at least twenty (20) days prior to conducting the pre-construction meeting.

10. Furnish CITY, at the time of providing written notice for the pre-construction meeting as set forth in Section I.9., with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

11. Grant CITY, by execution of this Cooperative Agreement, the right to enter upon DISTRICT's property where necessary and convenient for the purpose of gaining access to, and performing inspection service for the construction of PROJECT as set forth herein.

12. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with DISTRICT and CITY approved IMPROVEMENT PLAN.

13. Inspect or cause to be inspected, construction of PROJECT.

14. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and CITY employees on the site.

15. Require its construction contractor(s) to include CITY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include CITY as a third party beneficiary of any and all warranties of the contractor's work with regard to CULVERT.

16. Within two (2) weeks of completing PROJECT construction, provide CITY with written notice that PROJECT construction is substantially complete and requesting that (i) CITY conduct a final inspection of CULVERT and (ii) subsequently assume ownership and responsibility for operation and maintenance of CULVERT.

17. Upon DISTRICT's acceptance of PROJECT construction as complete, provide CITY with a copy of DISTRICT's Notice of Completion.

18. Upon CITY's acceptance of CULVERT for ownership, operation and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of PROJECT plans.

19. Grant CITY, by execution of this Cooperative Agreement, the right to enter upon DISTRICT's property for the purpose of operating and maintaining portions of CULVERT located within DISTRICT's easement.

20. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY.

21. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT's advertising PROJECT for construction bids.

3. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct and inspect PROJECT within CITY rights of way or easements.

4. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to construct PROJECT.

5. Order the relocation of all utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense, provided DISTRICT has certified to CITY that the utilities have no prior rights in the rights of way, as required by Section I.3.

6. Order the relocation of all CITY owned utilities within CITY rights of way, if any, which conflict with the construction of PROJECT and which must be relocated at CITY's expense.

7. Inspect PROJECT construction for quality control purposes at its sole cost, but provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.

8. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete as set forth in Section I.16, conduct a final inspection of CULVERT.

9. Accept ownership and sole responsibility for the operation and maintenance of CULVERT upon: (i) receipt of DISTRICT's Notice of Completion as set forth in Section I.17; (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT plans as set forth in Section I.18; and (iii) conveyance to CITY of such easement rights as are necessary to enable CITY to maintain CULVERT as provided in this Agreement.

10. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way and jurisdiction which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with PROJECT, shall be inspected by DISTRICT and CITY, and shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. In the event CITY desires to include any additional work as part of PROJECT, CITY shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work requested. Payment for CITY requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

3. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

4. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

5. CITY shall indemnify, defend, save and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY's (including its officers, elected and appointed officials, employees, agents, representatives,

independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

6. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

7. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design I Section

CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa valley, CA 92509
Attn: Steve Loriso

8. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9. This Agreement is to be construed in accordance with the laws of the State of California.

10. DISTRICT and CITY shall not assign this Agreement without the written consent of the other parties.

11. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

13. Any waiver by DISTRICT or CITY, or any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping DISTRICT or CITY from enforcing this Agreement.

14. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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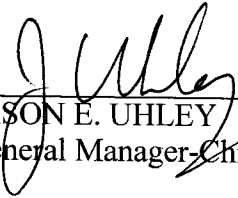
IN WITNESS WHEREOF, the parties hereto have executed this Agreement

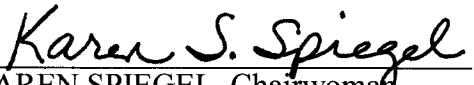
OCT 22 2019

on _____
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
JASON E. UHLEY
General Manager-Chief Engineer


By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and
Water Conservation District Board of
Supervisors


APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By 
Deputy

(SEAL)

Cooperative Agreement: City of Jurupa Valley
Jurupa-Pyrite MDP Line A-2, Stage 1
Project No. 1-0-00234
06/26/19
AMR:blm

RECOMMENDED FOR APPROVAL:


CITY OF JURUPA VALLEY

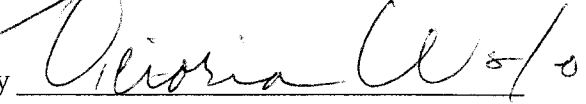
By 
ALAN KREIMEIER
Interim City Manager

By 
BRIAN BERKSON
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
PETER M. THORSON
City Attorney

By 
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement: City of Jurupa Valley
Jurupa-Pyrite MDP Line A-2, Stage I
Project No. 1-0-00234
06/26/19
AMR:blm



Jurupa-Pyrite MDP Line A-2, Stage 1



- Legend:**
- Proposed Line A-2, Stage 1
 - Existing Below Ground Facility
 - Existing Above Ground Facility
 - Ultimate MDP Facility

EXHIBIT A

**ADDITIONAL ITEMS FILED
WITH
THE CLERK OF THE
BOARD**