

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



ITEM: 11.1
(ID # 12346)

MEETING DATE:
Tuesday, June 23, 2020

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 Riverside for the Phoenix Avenue Storm Drain Dry Weather Diversion Project, Project No. 1-0-00240, CEQA Exempt, District 2. [\$750,000 Total Cost - District Zone 1 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds, in its independent judgment and analysis as a Responsible Agency in issuing certain limited approvals, that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3);
2. Approve the Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and the City of Riverside (City);
3. Authorize the Chairwoman to execute the Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) fully executed Agreements to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

6/11/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Hewitt 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: June 23, 2020
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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$750,000	\$750,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25110-947400-536200 Zone 1 Contribution to Non-County Agency (97%); 25110-947400-523220 License and Permits Zone 1 (3%)			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District will contribute funding to the City for the construction of the Phoenix Avenue Storm Drain Dry Weather Diversion as part of the City-administered public works construction project.

The District desires to support the City's efforts to construct the Phoenix Avenue Storm Drain Dry Weather Diversion project, which will address bacteria issues in the Middle Santa Ana River and provide targeted and immediate river water quality improvement to the County of Riverside for the protection of public health and the environment. Therefore, the District will contribute a lump sum amount not-to-exceed Seven Hundred Fifty Thousand Dollars (\$750,000) toward the actual project construction. Upon completion of construction, the City will accept sole responsibility for the ownership, operation and maintenance of the Phoenix Avenue Storm Drain Dry Weather Diversion facility.

Environmental Findings:

Pursuant to Section 15061(b)(3) of the State CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency under CEQA, reviewed and considered the information contained in the Notice of Exemption (NOE) that was prepared by the City of Riverside, the Lead Agency for the project, and independently finds that the NOE adequately analyzes and covers the District's actions. The Agreement was reviewed and determined to be exempt based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. The Agreement does not authorize to any extent whatsoever actual physical development of the underlining property. Such development, if it occurs at all, will be the result of subsequent actions subject to further public agency approvals and CEQA review by the City of Riverside. Therefore, the Agreement is not a project within the meaning of CEQA because it will not, in and of itself, result in a physical change to the environment. No further CEQA analysis is required.

County Counsel has approved the Agreement as to legal form.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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Impact on Residents and Businesses

The District's financial contribution toward the City's actual construction cost of 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, the project will address bacteria issues and provide river water quality improvement to the County of Riverside for the protection of public health and the environment.

Additional Fiscal Information

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority (RCA) for up to 3% of the total capital costs as required mitigation for the construction of flood control facilities in cooperation with and on behalf of the City. The MSHCP mitigation fee is based on the engineers estimated project cost, however, the actual 3% payment will be based on the project's lowest responsive contract bid price. The actual mitigation payment that will be made by the District may be reduced based on acquisition of replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP. The City is the lead agency and the MSHCP permittee responsible for compliance with the applicable MSHCP requirements.

The District is providing up to \$750,000 in funding to the City for project construction. Sufficient funding is available in the District's Zone 1 budget and will be included in the proposed budget in future years as appropriate. Future operations and maintenance costs associated with the project will accrue to the City.


Project Funding Summary

\$ 727,500	Fiscal Year 20/21 Estimated Project Appropriation
\$ 22,500	Multiple Species Habitat Conservation Plan Mitigation Fee – 3%
<hr/>	
\$ 750,000	Total Estimated Project Cost

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement
3. CEQA Filing Fee

AMR:blm
P8/230811



Jason Farin, Principal Management Analyst 6/15/2020



Gregory V. Priamos, Director County Counsel 6/11/2020

COOPERATIVE AGREEMENT
Phoenix Avenue Storm Drain Dry Weather Diversion
Project No. 1-0-00240

This Cooperative Agreement ("Agreement"), dated as of June 23, 2020, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), and the City of Riverside, a municipal corporation ("CITY"), hereby agree as follows:

RECITALS

A. Dry Weather Diversion is essential in order to mitigate bacteria discharging from the Phoenix Avenue Storm Drain into the San Ana River Reach 3 as part of the Middle Santa Ana River Comprehensive Bacteria Reduction Plan (CBRP) implementation efforts; and

B. DISTRICT and CITY wish to work collaboratively to expedite the construction of the Phoenix Avenue Storm Drain Dry Weather Diversion in an effort to address bacteria issues in the Middle Santa Ana River; and

C. Phoenix Avenue Storm Drain Dry Weather Diversion will provide targeted and immediate Santa Ana River water quality improvement to the County of Riverside for the protection of public health and the environment by diverting nuisance water flow to the sanitary sewer system; and

D. Phoenix Avenue Storm Drain Dry Weather Diversion consists of constructing a diversion structure ("DIVERSION STRUCTURE") and installation of an access manhole ("ACCESS MANHOLE") within DISTRICT's existing 72-inch reinforced concrete pipe (RCP) to convey the dry weather flow to CITY's sanitary sewer collection system. Also associated with the construction of DIVERSION STRUCTURE and ACCESS MANHOLE are additional manholes, pipes, valves and other appurtenant features ("ASSOCIATED DIVERSION STRUCTURES") within CITY held rights of way. DIVERSION STRUCTURE,

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUN 23 2020 11:1

ACCESS MANHOLE and ASSOCIATED DIVERSION STRUCTURES are hereinafter called "PROJECT", as shown in concept on Exhibit A; and

E. CITY desires DISTRICT to design PROJECT and contribute funding towards CITY's construction of PROJECT; and

F. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution towards PROJECT's construction costs as set forth herein; and

G. Subject to the not to exceed a total sum of Seven Hundred Fifty Thousand Dollars (\$750,000), DISTRICT's contributions shall be as follows:

i. One hundred percent (100%) of the lowest responsible bid contract price ("CONSTRUCTION CONTRIBUTION"), plus an additional twenty percent (20%) of the CONSTRUCTION CONTRIBUTION to offset CITY's administrative costs associated with administering the construction contract, including construction surveys, materials testing, construction inspection and any typical ancillary costs related to the delivery of PROJECT ("CONTRACT ADMINISTRATION CONTRIBUTION"), and an additional ten percent (10%) for any construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"). CONSTRUCTION CONTRIBUTION, CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "DISTRICT CONTRIBUTION". DISTRICT CONTRIBUTION shall not exceed a total sum of Seven Hundred Fifty Thousand Dollars (\$750,000); and

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

I. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to design, construction, inspection, ownership, operation and maintenance and DISTRICT's financial contribution towards PROJECT.

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

SECTION I

CITY 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. Review and approve, PROJECT plans and specifications provided by DISTRICT pursuant to Section II.1., hereinafter called "IMPROVEMENT PLANS", prior to CITY's advertising PROJECT for construction bids. Approval of IMPROVEMENT PLANS shall be indicated in writing to DISTRICT (Attention: Project Planning Section).

3. Prior to commencing construction, obtain and comply with, at its sole cost and expense, all necessary permits, approvals, or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents, hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, National Pollutant Discharge Elimination System

Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority.

4. Be responsible for any and all additional REGULATORY PERMITS, mitigation, and/or mitigation measures to PROJECT resulting from this Agreement and/or Permits.

5. Obtain all necessary rights of way, rights of entry and temporary construction easements necessary to construct, operate and maintain PROJECT.

6. Advertise, award and administer a public works construction contract for PROJECT, and pay all costs associated therewith.

7. Provide DISTRICT with written notice (Attention: Project Planning Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

8. Invoice DISTRICT (Attention: Project Planning Section) for one hundred percent (100%) of CONSTRUCTION CONTRIBUTION at the time of providing written notice of the award of a construction contract as set forth in Section I.7., subject to and provided that DISTRICT CONTRIBUTION shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000).

9. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between CITY, CITY's construction manager, CITY's construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT (Attention: Project Planning Section) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

10. Prior to commencing construction of DIVERSION STRUCTURE and ACCESS MANHOLE, obtain a no fee encroachment permit from DISTRICT, pursuant to its rules and regulations and comply with all provisions set forth therein.

11. Construct or cause to be constructed, PROJECT pursuant to a CITY administered construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay all costs associated therewith.

12. Relocate or cause to be relocated, at its sole cost and expense, all conflicting CITY owned utilities. CITY shall also order the relocation of all other utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which could be relocated at the utility company's expense.

13. Procure or caused to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in EXHIBIT "B", attached hereto and made a part hereof.

14. Indemnify and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless the Riverside County Flood Control and Water Conservation District, 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 (individually and collectively hereinafter

referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY and CITY's construction contractor(s), 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 or any other element of any kind or nature whatsoever arising from the performance of CITY's construction contractor(s), its officers, employees, subcontractors, agents or representatives ("Indemnitors") from this Agreement. CITY or CITY's construction contractor(s) shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CITY or CITY's construction contractor(s), CITY or CITY's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY or CITY's construction contractor(s) indemnification to Indemnitees as set forth herein.

CITY and CITY's construction contractor(s) obligation hereunder shall be satisfied when CITY or CITY's construction contractor(s) has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

15. Inspect or cause to be inspected, construction of PROJECT, and pay all costs associated therewith.

16. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Project Planning Section) that PROJECT construction is substantially complete.

17. Upon completion of construction, assume ownership and sole responsibility for the operation and maintenance of PROJECT.

18. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

19. Keep an accurate accounting of all PROJECT construction costs and provide this final accounting when invoicing DISTRICT for the CONTRACT ADMINISTRATION CONTRIBUTION with CITY's Notice of Completion, as set forth in Section I.18. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to CITY's costs associated with administering the construction contract, payment vouchers, CITY approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction for DISTRICT and CITY approved IMPROVEMENT PLANS. If applicable, invoice DISTRICT for CONSTRUCTION CHANGE ORDERS CONTRIBUTION, subject to and provided that DISTRICT CONTRIBUTION shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000).

20. Provide DISTRICT with a "courtesy copy" of reproducible duplicate set of "record drawings" of PROJECT plans.

21. Refund to DISTRICT, at the time of providing a Notice of Completion as set forth in Sections I.18 and I.19, any unexpended portions of DISTRICT CONTRIBUTION.

22. Provide DISTRICT with any and all data collected regarding the PROJECT including but not limited to volume of runoff diverted, water quality, etc., pursuant to this Agreement.

SECTION II

DISTRICT shall:

1. Prepare or cause to be prepared, "IMPROVEMENT PLANS", including technical specifications, and cost estimate in accordance with CITY standards, and submit to CITY for its review and approval.

2. Prepare, or caused to be prepared, legal and plat descriptions for PROJECT and provide to CITY, as applicable.

3. Provide or caused to be provided, construction engineering support for PROJECT, and pay all cost associated therewith.

4. Issue a no fee encroachment permit ("Encroachment Permit") for the construction of DIVERSION STRUCTURE and ACCESS MANHOLE, in accordance with the approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's Encroachment Permit.

5. Pay CITY within thirty (30) days after receipt of CITY's appropriate invoice for one hundred percent (100%) of CONSTRUCTION CONTRIBUTION, as set forth in Section I.8, subject to and provided that DISTRICT CONTRIBUTION shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000).

6. 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 CONSTRUCTION CONTRIBUTION or three percent (3%) of CONSTRUCTION CONTRIBUTION, less the value of the applicable project specific mitigation, subject to and provided that DISTRICT CONTRIBUTION shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000).

7. Inspect or cause to be inspected, construction of DIVERSION STRUCTURE and ACCESS MANHOLE.

8. Upon receipt of CITY's written notice that PROJECT construction is substantially complete, conduct a final inspection of DIVERSION STRUCTURE and ACCESS MANHOLE.

9. If applicable, pay CITY within thirty (30) days after receipt of CITY's appropriate invoice, for CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION as set forth in Section I.19, provided that DISTRICT CONTRIBUTION shall not exceed a total sum of Seven Hundred Fifty Thousand Dollars (\$750,000).

10. Indemnify and hold harmless CITY, its directors, officers, City Council, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of DISTRICT and 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 or any other element of any kind or nature whatsoever arising from the performance of DISTRICT, its officers, employees,

subcontractors, agents or representatives ("Indemnitors") from this Agreement. DISTRICT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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 CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT's indemnification to Indemnitees as set forth herein.

DISTRICT's obligation hereunder shall be satisfied when DISTRICT has provided to CITY the appropriate form of dismissal relieving CITY 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 Indemnitees herein from third party claims.

SECTION III

It is further mutually agreed:

1. DISTRICT CONTRIBUTION shall not exceed a total sum of Seven Hundred Fifty Thousand Dollars (\$750,000) and shall be used by CITY solely for the purpose of constructing PROJECT as set forth herein.
2. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by CITY, or its construction manager, and shall not be deemed complete until approved and accepted as complete by CITY.

3. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

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

5. 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: Project Planning Section

CITY OF RIVERSIDE
3900 Main Street – 4th Floor
Riverside, CA 92522
Attn: Public Works
Engineering Department

6. 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.

7. 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.

8. 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.

9. 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.

10. Time is of the essence in prosecuting the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for cause, including but not limited to CITY's failure to prosecute the work in a timely manner, upon providing CITY thirty (30) days written notice stating the extent and effective date of termination.

11. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

12. 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.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

June 23, 2020
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By J. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

By Karen S. Spiegel
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. Gward
MARSHA L. VICTOR *Chief Deputy*
Deputy County Counsel

By Priscilla Kasst
Deputy


(SEAL)

Cooperative Agreement: City of Riverside
Phoenix Avenue Storm Drain Dry Weather Diversion
Project No. 1-0-00240
04/09/20
AMR:blm


CITY OF RIVERSIDE

By 
AL ZELINKA
City Manager


APPROVED AS TO FORM:

By 
RUTHANN M. SALERA
Deputy City Attorney

ATTEST:

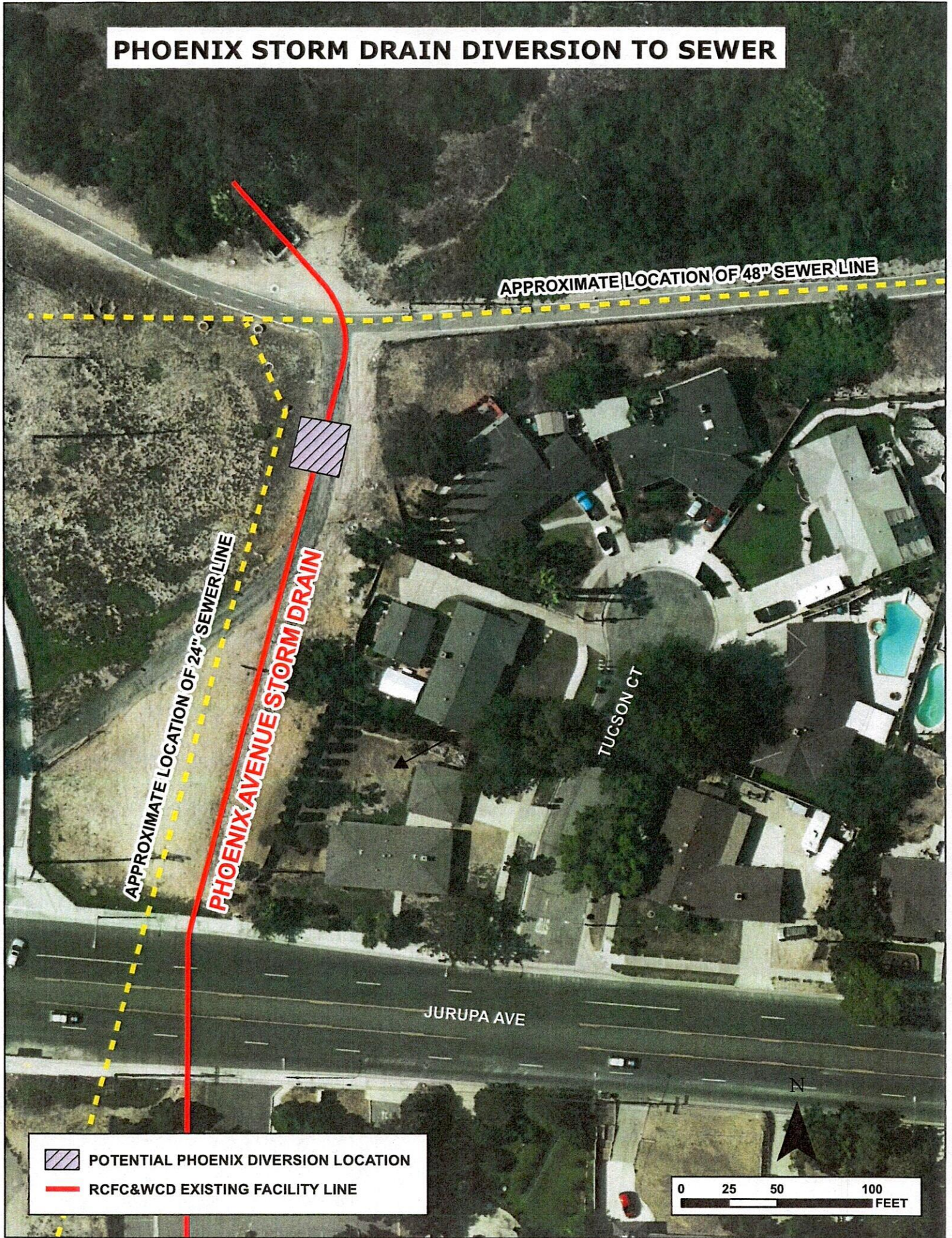
By 
COLLEEN J. NICOL, MMC
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer/ City Treasurer

Cooperative Agreement: City of Riverside
Phoenix Avenue Storm Drain Dry Weather Diversion
Project No. 1-0-00240
04/09/2020
AMR:blm

PHOENIX STORM DRAIN DIVERSION TO SEWER





APPROXIMATE LOCATION OF 48" SEWER LINE

APPROXIMATE LOCATION OF 24" SEWER LINE

PHOENIX AVENUE STORM DRAIN

TUCSON CT

JURUPA AVE

-  POTENTIAL PHOENIX DIVERSION LOCATION
-  RCFC&WCD EXISTING FACILITY LINE

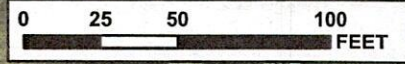


Exhibit B

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing CITY's construction contractor(s) obligation to indemnify or hold DISTRICT harmless, CITY's construction contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured:

A. Workers' Compensation:

If CITY's construction contractor(s) has employees as defined by the State of California, CITY's construction contractor(s) shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY's construction contractor(s) performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

COOPERATIVE AGREEMENT

Phoenix Avenue Storm Drain Dry Weather Diversion

Project No. 1-0-00240

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Exhibit B

C. Vehicle Liability:

If CITY's construction contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY's construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insured.

D. Pollution and Asbestos Liability:

CITY's construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering CITY's construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the CITY's construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

CITY's construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT for review and approval. If CITY's construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CITY's construction contractor(s).

COOPERATIVE AGREEMENT

Phoenix Avenue Storm Drain Dry Weather Diversion

Project No. 1-0-00240

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Exhibit B

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, CITY's construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, CITY's construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CITY, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and CITY. CITY's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

E. General Insurance Provisions – All Lines:

i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

ii. The CITY's construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CITY's construction contractor(s) carriers shall either:

COOPERATIVE AGREEMENT

Phoenix Avenue Storm Drain Dry Weather Diversion

Project No. 1-0-00240

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Exhibit B

1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

iii. CITY's construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY's construction contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY's construction contractor(s) shall cause CITY's construction contractor(s) insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

v. It is understood and agreed by the parties hereto that CITY's construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

Exhibit B

vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY's construction contractor(s) has become inadequate.

vii. CITY's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

ix. CITY's construction contractor(s) agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

COOPERATIVE AGREEMENT

Phoenix Avenue Storm Drain Dry Weather Diversion

Project No. 1-0-00240

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