

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



ITEM: 3.30  
(ID # 14812)

MEETING DATE:  
Tuesday, April 20, 2021

FROM : TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Cooperative Agreement for the Construction of Mission Springs Water District Facilities as part of the North Indian Canyon Drive (Phase 2) Widening Project by Riverside County for FY 20/21 - 21/22. District 5. [\$141,855 Total Cost - 100% Mission Springs Water District] (Concurrent with MT Item #14817)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approval of the Cooperative Agreement for the Construction of Mission Springs Water District Facilities as part of the North Indian Canyon Drive (Phase 2) Widening Project by Riverside County for FY 20/21 – 21/22 and authorize the Chairwoman of the Board to execute the same.

**ACTION:**Policy

  
Mark Lancaster, Director of Transportation 3/23/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, 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: April 20, 2021  
xc: Transp.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

(companion item 3.31)

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 141,855	\$ 0	\$ 141,855	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Mission Springs Water District (100%). There are no General Funds used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21-21/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Transportation Improvement Program (TIP) provides for the construction of the North Indian Canyon Drive Widening Project, Phase 2 from 18th Avenue to Dillon Road, in the Community of North Palm Springs of unincorporated County of Riverside.

The initial project was divided into two phases due to the right of way required to construct the improvements and relocate the conflicting Southern California Edison poles north of 18th Street. Phase 1 construction between 20th Avenue and 18th Avenue in the Cities of Palm Springs and Desert Hot Springs within District 4 has been completed.

The project limit of Phase 2 is from 18th Avenue to Dillon Road, within the Community of North Palm Springs of Riverside County within the 5th Supervisorial District. Mission Springs Water District (MSWD) proposed to install a new sewer line within the limits of Phase 2. The construction of the sewer line installation was timed to be completed shortly before the start of County widening project.

MSWD has requested that the County include facility adjustments and paving over their new sewer main line as part of the County project. Alternate Bid Schedule 1 for MSWD Facility Adjustments was added to the project via addendum. The cooperative agreement between the County and MSWD provides for the funding and implementation of the work and will be presented concurrently with the award of the construction contract.

On February 24th, MSWD executed the agreement. The agreement has been reviewed and approved by County Counsel.

Project No. C6-0089

**Environmental Analysis**

At its meeting on January 9, 2018 (Item 3.32), the County of Riverside Board of Supervisors adopted the Final Initial Study with a Mitigated Negative Declaration for the North Indian Canyon

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STATE OF CALIFORNIA**

Drive Widening Project, based on the conclusion that the project will not have a significant impact on the environment. No further action is required for this agreement.

**Impact on Residents and Businesses**

The proposed widening of North Indian Canyon Drive will greatly improve traffic conditions, reduce delay, and accommodate future growth in the region.

The work is scheduled to begin in Summer 2021. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

MSWD's total contribution for the construction of their facilities was estimated to cost \$141,855 at the time the agreement was executed by MSWD. The County opened bids on February 24, 2021 which results in the actual cost to MSWD being reduced to \$114,952; a savings of roughly \$27,000.

There are no County General Funds being used on this Project.

**ATTACHMENTS**

Cooperative Agreement  
Vicinity Map



Jason Farin, Principal Management Analyst 4/13/2021



Gregory E. Priantos, Director County Counsel 3/26/2021

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

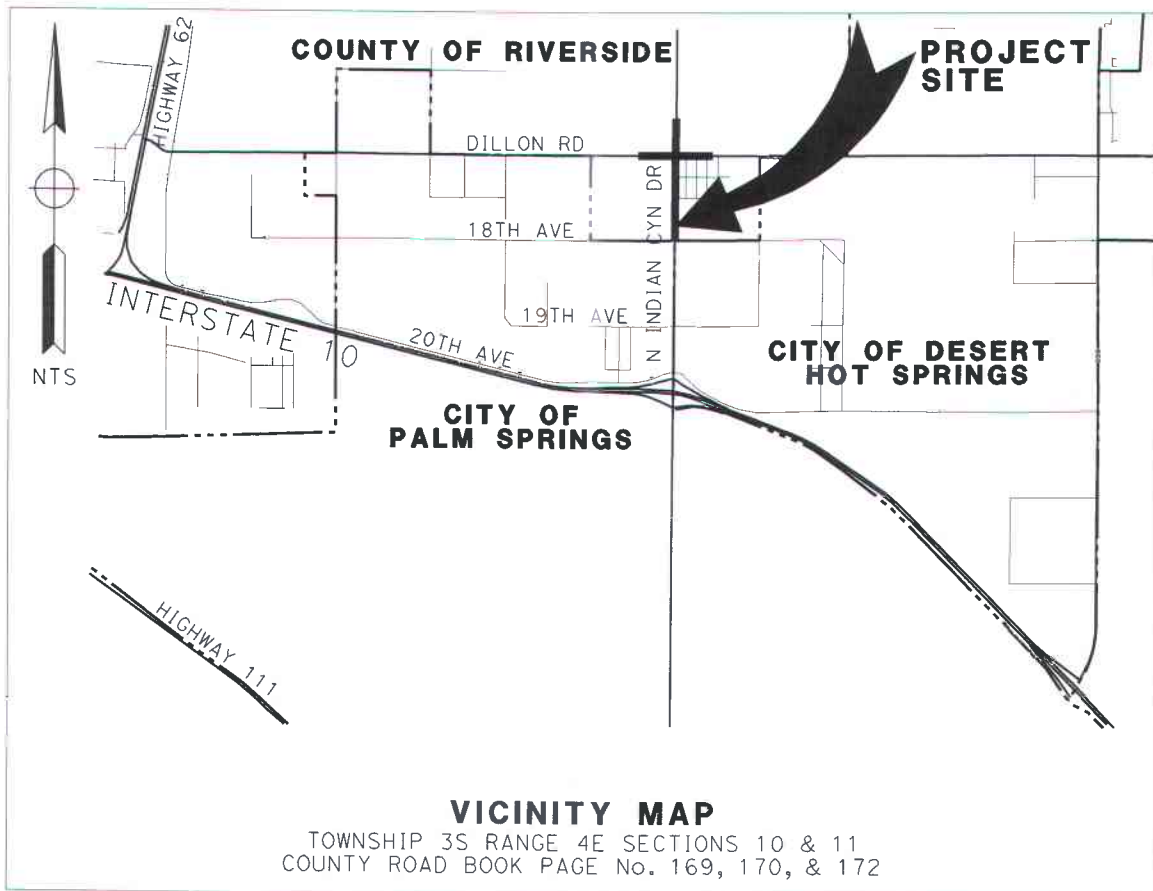
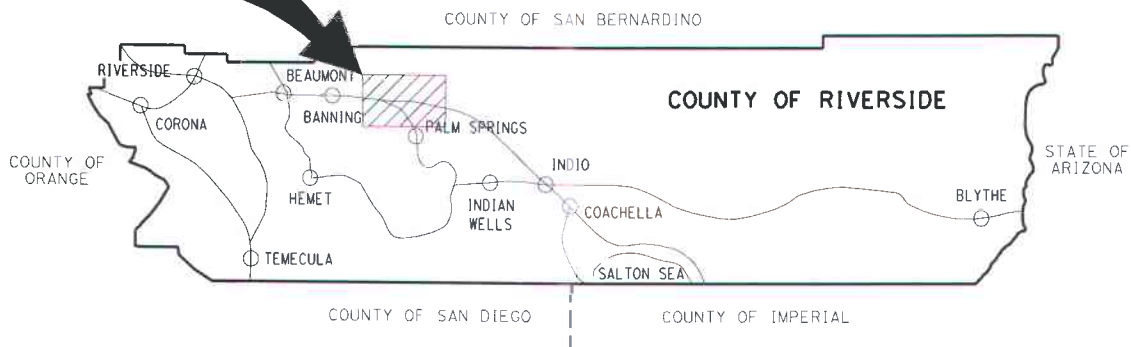
**N INDIAN CANYON DR**

WIDENING PROJECT PHASE 2  
18TH AVE TO DILLON RD

COMMUNITY OF NORTH PALM SPRINGS

WO No. C6-0089

**PROJECT  
LOCATION**



**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF  
MISSION SPRINGS WATER DISTRICT FACILITIES AS PART OF  
THE NORTH INDIAN CANYON DRIVE (PHASE 2) WIDENING  
PROJECT BY RIVERSIDE COUNTY**

This Agreement is made and entered into this 20<sup>TH</sup> day of April, 2021, by and between the **Mission Springs Water District** (hereinafter, "District"), a public agency and the **County of Riverside**, a political subdivision of the State of California (hereinafter "County")

**RECITALS**

WHEREAS, the County, acting as lead agency, is in the process of preparing public bid documents to widen approximately 3,300 feet of roadway on North Indian Canyon Drive between 18<sup>th</sup> Avenue and Dillon Rd and reconstruct approximately 700 feet north of Dillon Road, and approximately 1000 feet to the east and west of North Indian Canyon Drive along Dillon Road. Construction will include the installation of a new traffic signal and lighting at the intersection of North Indian Canyon Drive and Dillon Road. The proposed improvements will add one lane of travel in each direction by widening 8 to 14 feet of pavement and resurfacing the existing pavement by overlaying with new Hot Mix Asphalt.

Additional improvements include construction of concrete curb and gutter, placement of shoulder backing, utility adjustments and roadway signing, striping and thermoplastic pavement markings, replacement of existing signs and other associated work, in the unincorporated area of Riverside County, City of Desert Hot Springs, California (hereinafter "Project") and;

WHEREAS, District has a sewer installation project within County limits to be constructed prior to start of County project. District would like to defer paving over proposed sewer trench as work to be included in County Project. District has agreed to pave and restripe North Indian Canyon Drive to maintain a minimum 26' wide roadway after their project completion

WHEREAS, District elects for County to include adjustment of existing water valves and sewer manholes, as well as the Roadway Excavation, Class 2 Aggregate Base, and HMA placement associated with repaving District's sewer trench which are in conflict with County's North Indian Canyon Drive (Phase 2 from 20<sup>th</sup> Avenue to Dillon Road) widening improvements, as outlined on the Project documents, in the construction contract for Project at the expense of District, and;

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto and by this reference incorporated herein, is to set forth the financial and other arrangements between County and District for the adjustment of District Facilities and paving over District's sewer trench.

NOW THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

## AGREEMENT

### 1. PROJECT DESCRIPTION

The County will perform needed sewer manhole adjustments, water valve adjustments, and perform roadway excavation, placement of class II aggregate base material, and hot mix asphalt over District's sewer construction trench within the limits of County's North Indian Canyon Drive (Phase 2) Widening Project, in the unincorporated area of Riverside County, City of Desert Hot Springs, California, (hereinafter "The Work" and "District's Facilities"), located within County's project area as shown on the Engineer' Estimate, on file with the County and described in Exhibit "A" attached.

### 2. FINANCIAL PARTICIPATION

The total Engineer's Estimate for the construction of the new District facilities is \$141,855 as described in Exhibit "A". 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.

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

District shall deposit with the County the amount of ninety percent (90%) of the construction costs, in accordance with Exhibit "A", not later than 30 days after District's receipt of County's invoice.

Upon completion of all project work, and recordation of acceptance and completion of as-builts for such work by District, County shall calculate all final costs incurred to the project for the construction of The Work, and shall submit to District a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by District, and the total sum remaining due from District, if any. Any sum remaining unpaid shall be paid by District within sixty (60) calendar days from the date of submission of final statement by County. Any amounts due to District shall be paid by County within sixty (60) calendar days from date of the final statement.



If the total project costs exceed the total estimated cost, as shown on Exhibit "A", by an amount greater than 25%, an amendment to this agreement shall be executed by both parties.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

County shall cause 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 use said engineering documents for the construction of The Work.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

District has elected to have District's Facilities adjusted and 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) days after District's receipt of bid selection from County. If District informs County in writing that it does not approve award of The Work, then District agrees to do The Work with its own or contract forces so as to not delay construction schedule of County.

5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All District Facilities furnished, constructed and installed by County's contractor shall be installed in compliance with District's plans and specifications. All materials furnished by County's Contractor shall conform to District's approved material list. Any and all deviations from said plans and specifications shall be approved by District, in writing, prior to being made. Change orders involving District Facilities will not be implemented by the County without District's prior written approval. 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 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 in accordance to MSWD Specifications. County's Resident 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. District shall be responsible for delay claims asserted by the Contractor resulting from District's failure to respond timely to any request for approval of a Change Order or additional work.

County's Engineer shall notify District immediately after ordering urgently needed change or additional work affecting District's Facilities.

District shall be responsible to inspect the furnishing and installation of all District Facilities and the performance of the involved work by County's Contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's Resident Engineer. District's inspection personnel shall have the authority, through the County's Resident Engineer, to enforce District's construction plans and specifications for the involved facilities, which District shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's contractor without cost to District. It is mutually understood, however, that the construction contract is between County and its Contractor, and that communication and cooperation must be maintained between County's Engineer and District's Inspector. County will not provide inspection to District's Facilities except as it may affect construction of Project.

All inspection costs incurred by District will be solely financed by District in accordance with Section 2 above, Exhibit "A", and the additional provisions of this agreement. Contract administration costs attributable to District's Facilities shall be borne in accordance with Section 2, and shall be a fixed amount of 5% of the bid prices as specified on Exhibit "A". Administrative costs shall include costs for coordination, insertion of District's plans and specifications in County bid documents, bidding, and preparation of contracts, administration of contract, inspection of work related to County Project, material testing over trench prior to pavement and other tasks associated with the administration of The Work.

County and District agree that the estimate for Contract administration costs, shall be the final costs, and that an actual accounting of costs would be burdensome.

## 6. RECIPROCAL INDEMNIFICATION

COUNTY shall indemnify and hold harmless the DISTRICT, its directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. COUNTY shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT, its directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust,



settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification of DISTRICT. COUNTY's obligations hereunder shall be satisfied when COUNTY has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless the DISTRICT.

DISTRICT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. DISTRICT shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by DISTRICT, DISTRICT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT's indemnification of COUNTY. DISTRICT'S obligations hereunder shall be satisfied when DISTRICT has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DISTRICT's obligations to indemnify and hold harmless the COUNTY.

7. COUNTY TO PROVIDE INSURANCE

For the period during which County or its contractor(s) controls the job site, County will provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering District's officers, employees and agents as additional insured.

8. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

9. NOTICES

Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1<sup>st</sup> Class postage prepaid and addressed as follows:

COUNTY OF RIVERSIDE  
Transportation Department  
P.O. Box 1090  
Riverside, CA 92502  
Attn: Mark Lancaster, Director of Transportation

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

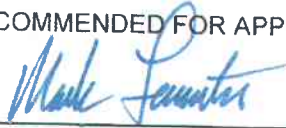





10. EFFECTIVE DATE

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

11. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single agreement. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

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

<b>COUNTY APPROVALS</b>  RECOMMENDED FOR APPROVAL:  _____ Mark Lancaster Director of Transportation  Dated: <u>3-26-21</u> _____  APPROVED AS TO FORM: County Counsel  By:  _____ Deputy Kristine Bell-Valdez	<b>COUNTY OF RIVERSIDE</b>  By:  _____ KAREN SPIEGEL Chair Board of Supervisors  Dated: <u>04.20.2021</u> _____  ATTEST:  Kecia R. Harper Clerk of the Board  By:  _____ Deputy
<b>DISTRICT APPROVALS MSWD</b>     ATTEST:  By:  _____ Dori Petee Executive Assistant	<b>DISTRICT MSWD</b>     By:  _____ Arden Wallum Secretary to the MSWD Board

## EXHIBIT "A"

Project No. C6-0089

Project Name: North Indian Canyon Drive (Phase 2)

### Alternate 1 - MSWD ADJUSTMENTS

ITEM NO	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
34	710200	ADJUST MANHOLE (PROPOSED)	EA	8	\$1,000.00	\$8,000.00
35	000003	ADJUST WATER VALVE	EA	8	\$500.00	\$4,000.00

**SUBTOTAL** **\$12,000.00**

### Alternate 2 - MSWD SEWER CONSTRUCTION

ITEM NO	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
38	190101	ROADWAY EXCAVATION	CY	870	\$50.00	\$43,500.00
35	260203	CLASS 2 AGGREGATE BASE (CY)	CY	545	\$40.00	\$21,800.00
40	390132	HOT MIX ASPHALT (TYPE A)	TON	680	\$85.00	\$57,800.00

**SUBTOTAL** **\$123,100.00**

**ALTERNATE 1 PLUS ALTERNATE 2 TOTAL** **\$135,100.00**

**ADDITIONAL SOILS TRENCH BACKFILL TESTING, SURVEY, AND ADMINISTRATIVE COST (5%)** **\$6,755.00**

**MISSION SPRINGS WATER DISTRICT TOTAL COST** **\$141,855.00**