

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



ITEM: 3.22  
(ID # 18198)

**MEETING DATE:**  
Tuesday, May 10, 2022

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Cooperative Agreement between the County of Riverside and the Coachella Valley Water District (CVWD) for the Coachella Valley Stormwater Channel Improvement Project in Thermal. District 4. [\$228,680 Total Cost - Gas Tax 100%]

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

1. Approve the Cooperative Agreement between the County of Riverside and the Coachella Valley Water District (CVWD) for the Coachella Valley Stormwater Channel Improvement Project in the amount of \$228,680, and authorize the Chairman of the Board to execute the same.

**ACTION:Policy**

  
Mark Lancaster, Director of Transportation 4/18/2022

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington seconded by Supervisor Jeffries 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: May 10, 2022  
xc: Trans.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**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>	\$ 228,680	\$ 0	\$ 228,680	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax (100%). No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22-22/23	

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

**BACKGROUND:**

**Summary**

The Coachella Valley Water District (CVWD) desires to make improvements within the Coachella Valley Stormwater Channel (CVSC) between Avenue 54 and approximately 800 feet north of the Avenue 58. The project proposes to lower the riverbed by approximately 5 feet and install concrete lining from bank to bank underneath two County owned bridges: Airport Boulevard Bridge and Highway 111 Bridge.

The 5 feet lowering of the riverbed impacts both bridges; for the Airport Boulevard Bridge, four of the bridge's supports/piers require retrofit. The County requested CVWD to include the Airport Boulevard Bridge retrofit work as a part of their public works construction contract for the project. Both CVWD and the County have each performed independent research to ascertain the extent of the respective superior/prior property rights and rights-of-way for the Airport Boulevard Bridge. County's position is that County enjoys prior rights equal to 73.2% of the land in the project area where as the CVWD's prior rights constitute 26.8%. CVWD claims their research had uncovered evidence which disputes the superior/prior rights asserted by the County, and County claims their research had uncovered evidence which disputes the superior/prior rights asserted by CVWD. Taking into account the financial and other resources which would be expended in further pursuing the superior/prior rights issues mentioned above, CVWD is willing to move forward with County's financial participation at 26.8% in consideration for the County agreeing that nothing in this Agreement shall be deemed to set any precedence related to superior/prior rights concerns with the CVSC for future CVWD projects.

Therefore, County proposes to accept responsibility of \$203,680 (26.8% of the total cost of \$760,000) for the Airport Boulevard Bridge retrofit as detailed in Exhibit "C" in the agreement.

For the Highway 111 Bridge, it has been determined that retrofit is not required at this time. However, the concrete channel lining requires special treatment considered "minor concrete work" at the pier walls.

The County agrees to bear the full cost \$25,000 for this treatment and CVWD will include this work in the Project as an alternative bid item.

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

The agreement has been approved by County Counsel.

The agreement was signed by CVWD Board on April 12<sup>th</sup>, 2022.

**Impact on Residents and Businesses**

There are no impacts anticipated as the work entails Engineering Review of the recommended improvements on the Coachella Valley Stormwater Channel.

**Additional Fiscal Information**

The estimated amount of the County Participation Cost is \$228,680 (as detailed in Exhibit "C") and will be funded by gas tax.

**ATTACHMENTS**

Cooperative Agreement (Coachella Valley Stormwater Channel Improvement Project)

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      5/3/2022

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF THE  
COACHELLA VALLEY STORMWATER CHANNEL IMPROVEMENT PROJECT  
BY AND BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND  
THE COUNTY OF RIVERSIDE**

This Agreement is made and entered into this 10 day of MAY, 2022, by and between the **Coachella Valley Water District**, a public agency of the State of California, (hereinafter "CVWD") and the **County of Riverside**, a political subdivision of the State of California, (hereinafter "County").

**RECITALS**

WHEREAS, CVWD is administering a public works project for the construction of stormwater channel improvements ("Project") on and about the Coachella Valley Stormwater Channel ("CVSC"). The Project will be constructed in a location from Avenue 54 to the Thermal Drop Structure in the City of Coachella and an unincorporated area of Riverside County, California. The location and description of the Project are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Project will include, but is not limited to, lowering the riverbed by approximately five (5) feet and installing concrete lining from bank to bank underneath existing County-owned Highway 111 and Airport Boulevard bridges. The Project will begin approximately 450 feet upstream (north) to 210 feet downstream (south) and approximately 800 feet upstream (north) to 400 feet downstream (south) of the County-owned bridges at Airport Boulevard and Highway 111 ("Bridges"), respectively; and

WHEREAS, CVWD asserts it owns and/or controls certain superior/prior property rights and rights-of-way within the area that is subject to the Project; and

1 WHEREAS, County asserts it owns and/or controls certain superior/prior property rights and  
2 rights-of-way within the area that is subject to the Project; and  
3

4 WHEREAS, CVWD and County have each performed independent research to ascertain the  
5 extent of the respective superior/prior property rights and rights-of-way which have been  
6 asserted by the other party. Each party claims their research has uncovered evidence which  
7 disputes the superior/prior rights asserted by the other party; and  
8

9 WHEREAS, taking into account the financial and other resources which would be expended in  
10 further pursuing the superior/prior rights issues mentioned above, CVWD is willing to move  
11 forward with the level of County financial participation set forth herein in consideration for the  
12 County hereby agreeing that nothing in this Agreement shall be deemed to set any  
13 precedence related to superior/prior property rights concerns within the CVSC for future  
14 CVWD projects and that nothing in this Agreement shall be deemed to be an acceptance of  
15 the assertions made herein; and  
16

17 WHEREAS, for the Highway 111 Bridge, the County has determined that it does not require  
18 any retrofits at this time. However, the concrete channel lining at this bridge location requires  
19 special treatment considered "minor concrete work" at the pier walls. The County agrees to  
20 bear the full cost for this treatment and CVWD will include this work in the Project as an  
21 alternative bid item; and  
22

23 WHEREAS, for the Airport Boulevard Bridge, the County has determined that it does require  
24 retrofits at this time, and the County asserts they have prior rights equal to 73.2% of the land in  
25 the Project area, and that CVWD's prior rights constitute 26.8%. As a result, the County  
26 proposes to accept responsibility for 26.8% of the total cost for the Airport Boulevard Bridge  
27 retrofits, and County has requested that CVWD include said Airport Boulevard Bridge retrofits  
28 as part of the public works contract for the Project ("Bridge Retrofits"). Without agreeing with  
29

1 such assertions by the County, CVWD will nevertheless include this work in the Project as an  
2 alternative bid item; and

3  
4 WHEREAS, the parties desire to enter into this Agreement in order to set forth the terms and  
5 conditions upon which the "minor concrete work" at the pier walls for the Highway 111 bridge  
6 and the Bridge Retrofits for the Airport Boulevard Bridge (together, "Bridge Work") will be  
7 included in the public works contract for the Project. The Bridge Work is more particularly  
8 described in Exhibit "B" attached hereto and incorporated herein by reference.

9  
10 NOW THEREFORE, in consideration of the above recited premises, together with the mutual  
11 covenants herein contained and attached hereto, it is agreed that:

12  
13  
14 **AGREEMENT**

15  
16 1. **FINANCIAL PARTICIPATION**

17  
18 (a) Estimate: The total estimated cost for the Bridge Work is \$785,000, as described in Exhibit  
19 "C" attached hereto and incorporated herein by reference ("Estimate"). In the event changes  
20 are made by the County during construction which require additional work to be performed,  
21 that additional work shall be at the County's sole cost and expense.

22  
23 (b) Deposit: No later than sixty (60) days after receipt of an invoice from CVWD, County shall  
24 deposit with CVWD an amount equal to County's Participation Cost of the Estimate as detailed  
25 in Exhibit "C" totaling \$228,680 ("County's Participation Cost"). The remainder 73.2% of the  
26 Estimate (\$556,320) shall be covered by CVWD.

27  
28 (c) Final Payment: Upon completion and acceptance of all Project and Bridge Retrofits work  
29

1 under the public works contract, CVWD shall calculate all final costs incurred and shall submit  
2 to County a final statement of costs, which statement shall clearly set forth the total amount of  
3 funds paid or deposited by the County, and the total sum remaining due from County, if any,  
4 for the Bridge Work and any other costs which are the responsibility of County as set forth  
5 herein. Any unpaid sum shall be paid by the County within sixty (60) calendar days from the  
6 date of submission of a final statement of costs by CVWD. In the event there are any unused  
7 amounts on deposit with CVWD from County in connection with the Bridge Work, CVWD shall  
8 return said amounts to County within sixty (60) calendar days from date of the final statement  
9 of costs.

10  
11 (d) Amendment: If the total costs for the Bridge Work under the public works contract at any  
12 time exceeds 25% of the Estimate, either before, during or after completion of the Bridge Work  
13 and regardless of whether change orders are issued, the amounts, terms and conditions for  
14 payment of such costs shall be documented by way of an amendment to this Agreement.

15  
16 **2. CONSTRUCTION PLANS AND SPECIFICATIONS**

17  
18 (a) County Specifications: County shall cause the preparation of detailed construction plans,  
19 specifications and any update to the cost estimate for that portion of the construction Project  
20 involving the Bridge Work. Said engineering documents shall be submitted to CVWD within  
21 the schedule set by CVWD in its reasonable discretion. CVWD's Contractor shall utilize said  
22 engineering documents in connection with construction of the Bridge Work.

23  
24 (b) County Special Provisions: CVWD shall include in its bid documents special provisions  
25 and technical specifications for the construction of the Bridge Work as may be requested by  
26 County. Said special provisions shall be stamped and signed by a registered engineer, on  
27 behalf of County, and submitted to CVWD within the schedule set by CVWD in its reasonable  
28 discretion. Said special provisions shall be prepared at County's expense and will include the  
29 requirement of a warranty of the work and materials, performed and provided by CVWD's

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

Contractor.

3. BIDS AND AWARD OF CONTRACT

(a) Bid And Contract Award: The construction bid package for the Project shall include the Bridge Work as separate and alternate bid items. Upon receipt of the bids and determination by CVWD of the lowest responsive and responsible bidder, CVWD shall provide the bid information regarding the Bridge Work to County.

(b) Alternate Bid Items: County shall provide written authorization to CVWD which sets forth County's decision to proceed with all, some or none of the alternate bid schedules for the construction of all, some or none of the Bridge Work. The County shall notify CVWD of its decision no later than ten (10) days after County's receipt of bid selection from CVWD. If County informs CVWD in writing that it does not approve award of a contract for all or part of the Bridge Work, then County agrees to do all of the Bridge Work with its own or contract forces so as to not delay the construction schedule of CVWD for the Project.

4. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

(a) Pre-Construction Meeting: County shall attend the pre-construction meeting with CVWD's contractor ("CVWD's Contractor") at a date and time determined by CVWD in its reasonable discretion and after consultation with County.

(b) Conformance With Specifications: The Bridge Work shall be constructed and installed by CVWD's Contractor in compliance with County's approved plans and specifications as provided for herein. All materials furnished by CVWD's Contractor shall conform to County's approved material list as provided for herein. Any and all deviations from said plans and specifications shall be approved by County, in writing, prior to being made. County shall



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

provide notice of any such deviations within the schedule set by CVWD in its reasonable discretion.

(c) **Change Orders:** Change orders involving the Bridge Work (“Change Orders”) will not be implemented by CVWD without County’s prior written approval. However, County agrees that CVWD’s engineer, who is CVWD’s on-site construction manager (“CVWD’s Engineer”), may order the Change Order or additional work, in advance of receipt of written authorization from County, if CVWD’s 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 CVWD. CVWD’s Engineer shall request verbal approval prior to ordering such urgently needed Change Order, and County shall exercise reasonable best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible. County shall be responsible for any delay claims asserted by CVWD’s Contractor resulting from County’s failure to respond, within a reasonable period of time, to any request for approval of a Change Order or additional work. CVWD’s Engineer shall notify County immediately after ordering any urgently needed Change Order or additional work.

(d) **County Inspections:** County shall be responsible to inspect the furnishing and installation of the Bridge Work and the performance by CVWD’s Contractor for compliance with County’s approved construction plans and specifications. Said inspection shall be scheduled by County’s Inspection Department at least 48 hours in advance, and in coordination with CVWD’s Engineer. County’s inspection personnel shall have the authority, through CVWD’s Engineer, to enforce County’s construction plans and specifications for the Bridge Work, which shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by CVWD’s Contractor without cost to County. It is mutually understood, however, that the construction contract is between CVWD and the CVWD’s Contractor, and that communication and cooperation must be maintained solely between CVWD’s Engineer and County’s inspection personnel. All material submittals

1 related to the construction of the Bridge Work shall be provided to County by CVWD for  
2 County's review and approval prior to acceptance and installation and within the schedule set  
3 by CVWD in its reasonable discretion. CVWD will not provide inspection to the Bridge Work  
4 except as it may affect construction of the Project.

5  
6 (e) Inspection, Administration, Testing And Surveying Costs: County and CVWD agree that  
7 an actual accounting of administrative, trench backfill materials testing and survey costs would  
8 be unduly burdensome. As a result, County and CVWD agree that such costs shall be  
9 determined based on the applicable percentages of the bid prices as set forth herein.

10  
11 (i) Inspection Costs: All inspection costs incurred by County shall be paid directly by County  
12 at County's sole cost and expense.

13  
14 (ii) Administration Costs: Contract administration costs incurred by CVWD, which are  
15 attributable to the Bridge Work, shall be at County's sole cost and expense and shall be a fixed  
16 amount of 2.5% of the bid prices for the Bridge Work. Contract administration costs shall  
17 include costs for coordination, insertion of the County's plans and specifications in CVWD bid  
18 documents, bidding, preparation of contracts, administration of contract, and other tasks  
19 associated with the administration of County's activities under this Agreement attributable to  
20 the Bridge Work. Said amounts shall be paid by County to CVWD in accordance with the Final  
21 Reconciliation process set forth in Section 1(c).

22  
23 (iii) Testing And Surveying Costs: Trench backfill materials testing and survey costs  
24 attributable to the Bridge Work shall be at County's sole cost and expense, and shall be a fixed  
25 amount of 4% of the bid prices for the Bridge Work. Said amounts shall be paid by County to  
26 CVWD in accordance with the Final Reconciliation process set forth in Section 1(c).

27  
28 5. PUBLIC WORKS CONTRACT PROVISIONS

1 CVWD will include the following requirements in its construction contract with CVWD's  
2 Contractor.

3  
4 (a) CVWD's Contractor shall warrant and guarantee to County that all work on the Bridge  
5 Work will be in accordance with the approved construction plans and specifications.

6  
7 (b) CVWD's Contractor shall warrant and guarantee all work on the Bridge Work against  
8 defects in materials and workmanship for a period of 1 year from and after the later of: (i) the  
9 date of acceptance of the Bridge Work by County; or (ii) the date of acceptance of the Project  
10 by CVWD, regardless of whether the same were furnished or performed by CVWD's  
11 Contractor or by any of its subcontractors of any tier.

12  
13 (c) Upon receipt by CVWD of any written notice from County of any defect in any such  
14 equipment, materials, or labor during the applicable warranty period, due to defective materials  
15 or workmanship, CVWD shall cause the affected item, and any other item which is damaged  
16 as a result of such defect, or parts thereof, to be repaired or replaced by CVWD's Contractor at  
17 a time acceptable to County. Should CVWD's Contractor fail to promptly make any necessary  
18 repair, replacement and tests, County may perform, or cause to be performed, the same at  
19 CVWD's Contractor's, or CVWD's Contractor's surety's, expense. If, as determined by  
20 County, defective work creates a dangerous condition or requires immediate correction or  
21 attention to prevent further loss to County or to prevent interruption of County operations,  
22 County will attempt to notify CVWD. If CVWD cannot be contacted or CVWD's Contractor  
23 does not comply with County's request for correction within a reasonable time, as determined  
24 by County, County may, notwithstanding the provisions of this paragraph, proceed to make  
25 such correction or provide such attention at CVWD's Contractor's expense. Such action by  
26 County will not relieve CVWD's Contractor of the guarantees required by this paragraph or  
27 elsewhere in the contract documents.

28  
29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

(d) Any expenses incurred for said warranty work shall be charged to CVWD's Contractor. CVWD will deduct from any monies due from CVWD to CVWD's Contractor an amount equal to such expenses. Such a deduction or collection may be made from any of the following funds: (i) amounts held on retention by CVWD; (ii) collection from CVWD's Contractor; (iii) collection from other sources including, but not limited to, CVWD's Contractor's surety or sureties. CVWD's Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein. CVWD shall engage in reasonable good faith efforts to enforce such warranty obligations of CVWD's Contractor.

(e) CVWD shall cause CVWD's Contractor to maintain in force, until completion and acceptance of the construction contract for the Project, including the Bridge Work, the following insurance requirements. CVWD shall submit to the County a Certificate of Insurance, signed by an authorized representative of CVWD's Contractor's insurance provider or agency, which certifies to the County that insurance coverage is provided in accordance with the requirements of this section. Certificate holder information is as follows:

County of Riverside  
Transportation Department  
Attn: TLMA  
3525 14<sup>th</sup> Street  
Riverside, CA 92501

CVWD's Contractor shall not commence work under the construction contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to and accepted by County.

**A. Workers' Compensation:**

CVWD's Contractor shall maintain statutory Workers' Compensation Insurance (Part 1) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Part 2) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of

1 Riverside.

2 **B. Commercial General Liability:**

3 Commercial General Liability insurance coverage, including but not limited to:

- 4 1. Premises, operations and mobile equipment liability
- 5 2. Products and complete operations liability
- 6 3. Broad form property damage (including completed operations)
- 7 4. Unmodified contractual liability
- 8 5. Cross liability coverage
- 9 6. Covering claims which may arise from or out of CVWD's Contractor's performance of its obligations

10 Commercial General Liability insurance coverage amounts are not to be less than the following:

- 11 • \$2,000,000 each occurrence
- 12 • \$4,000,000 general aggregate
- 13 • \$2,000,000 products-complete operations aggregate

14 Whether excess liability insurance is used in connection with primary liability insurance, 15 the combination of such coverage sum must allow total limits of liability to be in amounts not 16 less than the specified amounts.

17 This policy shall name the County of Riverside, its agencies, special districts and 18 departments, their respective director, officers, Board of Supervisors, elected and appointed 19 officials, employees, agents, and representatives as Additional Insureds.

20 **C. Automobile Liability:**

21 CVWD's Contractor shall maintain liability insurance for any auto, all owned, non- 22 owned, and hired vehicles so used in an amount not less than \$1,000,000 per occurrence 23 combined single limit. If such insurance contains a general aggregate limit, it shall apply 24 separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall 25 name the County, its agencies, special districts and departments, their respective director, 26 officers, Board of Supervisors, elected and appointed officials, employees, agents, and 27 representatives as Additional Insureds.

28 **D. General Insurance Provisions - All lines:**

29 1) 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 A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk

1 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
2 insurer and only for one policy term.

3 2) CVWD's Contractor must declare its insurance self-insured retention for each  
4 coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence  
5 each such retention shall have the prior written consent of the County Risk Manager before the  
6 commencement of operations under this Agreement. Upon notification of self-insured retention  
7 unacceptable to the County, and at the election of the Country's Risk Manager, CVWD's  
8 Contractor's carriers shall either: 1) reduce or eliminate such self-insured retention as respects  
9 this Agreement with the County, or 2) procure a bond which guarantees payment of losses and  
related investigations, claims administration, and defense costs and expenses.

10 3) CVWD's Contractor shall cause CVWD's Contractor's insurance carrier(s) to furnish  
11 the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance  
12 and certified original copies of Endorsements effecting coverage as required herein, and 2) if  
13 requested to do so orally or in writing by the County Risk Manager, provide original Certified  
14 copies of policies including all Endorsements and all attachments thereto, showing such  
15 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall  
16 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be  
17 given to the County of Riverside prior to any material modification, cancellation, expiration or  
18 reduction in coverage of such insurance. In the event of a material modification, cancellation,  
19 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the  
20 County of Riverside receives, prior to such effective date, another properly executed original  
21 Certificate of Insurance and original copies of endorsements or certified original policies,  
22 including all endorsements and attachments thereto evidencing coverage's set forth herein and  
23 the insurance required herein is in full force and effect. CVWD's Contractor shall not  
24 commence operations until the County has been furnished original Certificate (s) of Insurance  
25 and certified original copies of endorsements and if requested, certified original policies of  
insurance including all endorsements and any and all other attachments as required in this  
Section. An individual authorized by the insurance carrier shall sign the original endorsements  
for each policy and the Certificate of Insurance.

26 4) It is understood and agreed to by the parties hereto that the CVWD's Contractor's  
27 insurance shall be construed as primary insurance, and the County's insurance and/or  
28 deductibles and/or self-insured retention's or self-insured programs shall not be construed as  
29 contributory.

1           5) CVWD's Contractor shall pass down the insurance obligations contained herein to all  
2 tiers of subcontractors working under this Agreement.

3           6) The insurance requirements contained in this Agreement may be met with a  
4 program(s) of self-insurance acceptable to the County.

5           7) CVWD's Contractor agrees to notify County of any claim by a third party or any  
6 incident or event that may give rise to a claim arising from the performance of this Agreement.

7 (f) CVWD shall cause CVWD's Contractor to indemnify and hold harmless the County of  
8 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,  
9 officers, Board of Supervisors, elected and appointed officials, employees, agents and  
10 representatives (individually and collectively referred to as Indemnitees) from any liability  
11 whatsoever, based or asserted upon any services of CVWD's Contractor, its officers,  
12 employees, subcontractors, agents or representatives arising out of or in any way relating to  
13 the construction contract for the Project, including Bridge Work, including but not limited to  
14 property damage, bodily injury, or death or any other element of any kind or nature whatsoever  
15 arising from the performance of CVWD's Contractor, its officers, employees, subcontractors,  
16 agents or representatives from the construction contract for the Project, including Bridge Work.  
17 CVWD's Contractor shall defend, at its sole expense, all costs and fees including, but not  
18 limited to attorney fees, cost of investigation, defense and settlements or awards, the  
19 Indemnitees in any claim or action based upon such alleged acts or omissions. With respect  
20 to any action or claim subject to indemnification herein by CVWD's Contractor, CVWD's  
21 Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall  
22 have the right to adjust, settle, or compromise any such action or claim without the prior  
23 consent of County; provided, however, that any such adjustment, settlement or compromise in  
24 no manner whatsoever limits or circumscribes CVWD's Contractor indemnification to  
25 Indemnitees as set forth herein. CVWD's Contractor's obligation hereunder shall be satisfied  
26 when CVWD's Contractor has provided to County the form of dismissal relieving County from  
27 any liability for the action or claim involved. The specific insurance limits required above shall  
28 in no way limit or circumscribe CVWD's Contractor's obligations to indemnify and hold  
29 harmless the Indemnitees herein from third party claims. In the event there is conflict between

1 this clause and California Civil Code § 2782, this clause shall be interpreted to comply with  
2 Civil Code 2782. Such interpretation shall not relieve CVWD's Contractor from indemnifying  
3 the Indemnitees to the fullest extent allowed by law.  
4

5 6. OWNERSHIP AND MAINTENANCE RESPONSIBILITIES  
6

7 Upon completion and acceptance of the Project and Bridge Work, ownership, future  
8 improvements of the channel or the Bridges and maintenance for said improvements shall be  
9 deemed to be the responsibility of CVWD and County, as applicable, and shall be in  
10 accordance with best practices for such facilities, including routine inspections and  
11 performance of corrective actions.  
12

13 7. RECIPROCAL INDEMNIFICATION  
14

15 (a) Neither County nor any officer or employee thereof shall be responsible for any damage  
16 or liability occurring by reason of any act or omission of CVWD under or in connection with any  
17 work, authority or jurisdiction delegated to CVWD under this Agreement. It is further agreed  
18 that pursuant to Government Code Section 895.4, CVWD shall fully indemnify and hold County  
19 harmless from any liability imposed for injury (as defined by Government Code Section 810.8)  
20 occurring by reason of any act or omission of CVWD under or in connection with any work,  
21 authority or jurisdiction delegated to CVWD under this Agreement.  
22

23 (b) Neither CVWD nor any officer or employee thereof shall be responsible for any damage  
24 or liability occurring by reason of any act or omission of County under or in connection with any  
25 work, authority or jurisdiction delegated to County under this Agreement. It is further agreed  
26 that pursuant to Government Code Section 895.4, County shall fully indemnify and hold CVWD  
27 harmless from any liability imposed for injury (as defined by Government Code Section 810.8)  
28 occurring by reason of any act or omission of County under or in connection with any work,  
29 authority or jurisdiction delegated to County under this Agreement.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

(c) With respect to any action or claim subject to indemnification herein, Indemnitor shall, at its sole cost and expense, 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 Indemnitee; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Indemnitor's indemnification of Indemnitee. Indemnitor's obligations hereunder shall be satisfied when Indemnitor has provided to Indemnitee the appropriate form of dismissal (or similar document) relieving Indemnitee from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Indemnitor's obligations to indemnify and hold harmless Indemnitee.

8. INSURANCE

Each party shall be obligated to provide the insurance coverage and limits as required by law, and/or in the applicable industry, for the performance of each party's activities under this Agreement. For example, and not by way of limitation, such insurance coverage shall include, but is not limited to, worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligations of each party under this Agreement.

9. SUCCESSORS AND ASSIGNS

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

10. NOTICES

Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1st

1 Class postage prepaid and addressed as follows:  
2

3 COUNTY OF RIVERSIDE, TLMA/TRANSPORTATION DEPARTMENT

4 P.O. Box 1090

5 Riverside, CA 92502

6 Attn: Mark Lancaster, Director  
7

8 COACHELLA VALLEY WATER DISTRICT

9 P.O. Box 1058

10 51-501 Tyler Street

11 Coachella, CA 92236

12 Attn: Jim Barrett, General Manager  
13

14 Notice shall be deemed given three (3) days after notice is deposited in the mail.  
15

16 11. EFFECTIVE DATE  
17

18 This Agreement shall become effective upon acceptance hereof by the County and CVWD and  
19 by execution by their respective authorized representatives.  
20

21 12. GENERAL  
22

23 This Agreement contains the entire agreement between the parties with respect to the matters  
24 herein provided for and may only be amended by a subsequent written agreement executed by  
25 all parties. The Recitals set forth above are incorporated herein and made an operative part of  
26 this Agreement. No waiver of any term or condition of this Agreement shall be a continuing  
27 waiver thereof. This Agreement may be executed in any number of counterparts, each of  
28 which will be an original, but all of which together will constitute one instrument. Each party of  
29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**APPROVALS**

**COUNTY Approvals**

**RECOMMENDED FOR APPROVAL:**



**Mark Lancaster**  
PRINTED NAME

Director of Transportation

**APPROVED AS TO FORM:**

**COUNTY COUNSEL**



**By**  
**Danielle Maland**  
Deputy County Counsel

**APPROVAL BY THE BOARD OF SUPERVISORS**



**Jeff Hewitt**  
PRINTED NAME  
Chair, Riverside County Board of Supervisors

**ATTEST:**



**Kecia R. Harper**  
Clerk of the Board (SEAL)

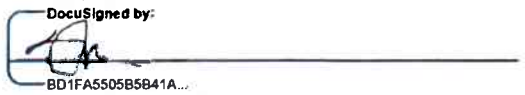
**CVWD's Approvals**

**APPROVED BY:**



**J. M. Barrett,**  
PRINTED NAME  
General Manager

**ATTEST:**



**Sylvia M. Bermudez,**  
PRINTED NAME  
Clerk of the Board

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

**Exhibits:**

**A – Project Description/Overview**

**B – Bridge Work Description**

**C – Estimate**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**Exhibit "A"**

**Project Description/Overview**

**Project Description – Coachella Valley Stormwater Channel Improvement Project**

The portion of the channel/levee reach included within the Coachella Valley Stormwater Channel (CVSC) Improvement Project - Avenue 54 to the Thermal Drop Structure (Project) does not have the minimum required capacity to convey the 100-year peak flow (39,000 cfs). This is due to the combination of existing severe constriction caused by four bridges (Airport Boulevard Bridge, two UPRR Bridges, and Highway 111 Bridge), channel bends (reverse curves) and narrow cross sections of the channel between Airport Boulevard Bridge and Highway 111 Bridge. Consequently, the Federal Emergency Management Agency (FEMA) has mapped all land areas adjacent to this Project reach as special flood hazard area. The proposed improvements included in the Project will increase the conveyance capacity of the CVSC to the 100-year design flows and provide protection to life and property in compliance with FEMA's and CVWD's design standard. The improvements included in the Project to increase the conveyance capacity of the CVSC include but are not limited to change in channel geometry, bridge modifications, widening portions of the existing channel, concrete channel lining underneath bridges, vegetation and roughness management, and lowering of the existing channel invert. The Project will help to remove about 4,577 acres of adjacent lands from a special flood hazard area, besides providing the 100-year flood conveyance capacity within the Project reach.

Lowering the channel at two of the County's Bridges location (Airport Boulevard Bridge and Highway 111 bridge), can cause adverse effects on the bridge stability during any flooding or Earthquake.

To study and prepare the strategy to counter these effects on the Bridges, County in collaboration with CVWD consulted Qualified Bridge Engineers to analyze the Bridges stability under the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

extreme events. Detailed studies "Seismic Retrofit Report" and "Foundation Analysis Report" and recommendations were submitted to the County and CVWD. After evaluating the report and based on the recent findings, County recommended to strengthen four of the Airport Boulevard Bridge's bent foundations (supports) and to provide special connections details between proposed concrete channel's slab and bridge's support at Highway 111 bridge and Airport Boulevard bridge.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**Exhibit "B"**

**Bridge Work Description**

The Airport Blvd Bridge and the Hwy 111 Bridges cross over the Whitewater River channel, near the community of Thermal where CVWD has proposed to lower the riverbed as part of their channel improvement Project to meet the CVWD's design standard. The CVWD Project increases the river flow capacity and reduces flooding risk to the surrounding areas.

The County of Riverside evaluated the seismic integrity and the serviceability of these Bridges with the lowered channel riverbed and recommended necessary structural retrofits for both Bridges.

Because of the age and current Airport Blvd Bridge condition, County is pursuing to replace this bridge within the next 3 to 5 years. Therefore, the bridge is recommended for rehabilitation only for service design of the bridge. Seismic design evaluation was not considered at this time. The serviceability evaluations suggested to rehabilitate the Airport Blvd Bridge by adding additional new piles outside of the existing bridge pier footings and will be supported on extended grade beams connecting the new piles at four of the existing bridge piers/supports.

These additional piles will provide more strength to the existing foundation to carry the additional bridge design loads caused by lowering the channel riverbed by 5 feet. The existing piles at these four piers/supports are proposed to be encased in concrete, to transfer the load from the existing piles to the new grade beam at these four supports.

The Hwy 111 Bridge is supported on pier walls. County performed a seismic evaluation with a relatively low soil resistance on either side of all the pier supports as the channel bottom will be lowered and will result in a change of the soil/ground pressure along the remaining heights of the pier walls. The seismic evaluation showed that the proposed channel improvements do not adversely affect the seismic integrity of the bridge and satisfies Caltrans' "No Collapse Mechanism" seismic requirement. However, to mitigate major seismic movements, seismic isolation wedges are



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

proposed at the concrete lining which connects with the bridge pier walls/supports. These wedges will prevent the concrete lining from applying pressure on the pier walls during any seismic movement. Also, these wedges will prevent plastic hinging within the critical plastic hinging zones that can cause failure of the bridge pier walls.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**Exhibit "C"**  
**Estimate**

**AIRPORT BOULEVARD BRIDGE**

<b>TASK</b>	<b>TOTAL COSTS</b>
Survey	\$10,000.00
Final Design (PS&E)	\$145,000.00
County Administration	\$15,000.00
Construction Cost	\$470,000.00
Construction Engineering & Inspection	\$120,000.00
<b>TOTAL BRIDGE RETROFITS COST</b>	<b>\$760,000.00</b>

- County's Participation Cost (26.8%) = \$203,680
- CWWD's Participation Cost (73.2%) = \$556,320

**HIGHWAY 111 BRIDGE**

<b>TASK</b>	<b>TOTAL COSTS</b>
Minor Concrete Work	\$25,000.00

- County's Participation Cost (100%) = \$25,000