

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



ITEM: 11.1
(ID # 21537)

MEETING DATE:

Tuesday, May 02, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approve Addenda to Plans and Specifications and Contract Documents, Accept Low Bid and Award the Contract for the Bautista Creek Channel Basin, Approve the Funding Agreement Between the Riverside County Flood Control and Water Conservation District and Western Riverside County Regional Conservation Authority, a Public Agency and Joint Powers Authority, for Mitigation Services – Sediment Removal, Stage 90, Project No. 4-0-00030-90, District 3. [\$2,886,577 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Addendum No. 1 to the Plans and Specifications and Contract Documents issued prior to the February 14, 2023 bid opening;
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District") and Western Riverside County Regional Conservation Authority, a public agency and joint powers authority (RCA);
3. Accept the low bid submitted by the firm of Contera Construction Corporation for \$2,745,350 for the construction of the above-referenced project;
4. Award the contract to Contera Construction Corporation, and authorize the Chair of the Board of Supervisors of the District to execute the Construction Agreement on behalf of the District;
5. Direct the Clerk of the Board to return two (2) copies of the executed Bautista Creek Channel Basin – Sediment Removal, Stage 90 contract documents to the District; and
6. Direct the Clerk of the Board to return two (2) copies of the executed Agreement for Funding Mitigation Services between the RCA and the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

4/5/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 2, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 341,226	\$ 2,545,351	\$ 2,886,577	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25140 947400 525440 Zone 4 Professional Services 25140 947400 523220 Zone 4 Licenses and Permits			Budget Adjustment: No	
			For Fiscal Year: 22/23, 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 10, 2023 (Agenda Item 11.2, MT#20833), the District's Board of Supervisors ("Board") authorized the Clerk of the Board to advertise for construction contract bids for the Bautista Creek Channel Basin – Sediment Removal, Stage 90 project ("Project").

The District opened bids for project on February 14, 2023. The lowest responsible bid was received from Contera Construction Corporation ("Contractor") for the sum of \$2,745,350.94. Ten contractors submitted a bid in response to this call for bids. The bid documents have been reviewed by County Counsel and District staff. The bid was found to be responsive.

On February 28, 2023, a Notice of Intent to Award the contract to Contractor was posted under Public Notices at www.rcflood.org. Pursuant to Article 3, Section 3.3 of the Instructions to Bidders, bidders are provided five days to submit any protest of the intent to award. No protests were received by the deadline.

The Contractor has executed the construction contract and provided the bonds and insurance documents, which meet the requirements of the contract.

This Project is located south of Florida Avenue/California Highway 74, east of Fairview Avenue and immediately north of Bautista Canyon Road in the unincorporated Valle Vista region of Riverside County. This Project consists of excavating and removing accumulated sediment to the original grades of the existing basin to restore the basin's capacity and function (see attached Project description and location map).

The proposed Project would result in temporal impacts to approximately 25.16 acres of suitable Los Angeles Pocket Mouse (LAPM) habitat. As a result of these impacts, the District is required to fund five years of enhancement on approximately 25 acres of RCA managed LAPM/San Bernardino Kangaroo Rat (SBKR) habitat in the San Jacinto River as mitigation. Upon Approval this Agreement would fund the required mitigation from the RCA, at a cost of \$141,226.44.

County Counsel has reviewed the construction contract with exhibits and approved as to form.

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CEQA Compliance

On January 10, 2023 (Agenda Item 11.2, MT#20833), the District's Board found that the proposed emergency maintenance Project is statutorily and categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section(s) 15269 ("Emergency Projects") and 15301 ("Existing Facilities") of the State CEQA Guidelines. In accordance with CEQA, a Notice of Exemption was prepared by the District and filed by the Clerk of the Board on January 11, 2023.

**Prev. Agn. Ref.: MT#20833 11.2 of 01/10/2023 Advertise
MT#20833 11.2 of 01/10/2023 CEQA Exempt**

Impact on Residents and Businesses

Impacts on local residents and businesses is considered minimal. Residents and businesses could experience general construction noise or dust from heavy equipment. The Project will improve flood protection and public safety in the Project vicinity, downstream properties and drainage facilities.

Contract History and Price Reasonableness

Pursuant to Public Contract Code 21091, invitation of sealed bids was solicited by advertising in print and digital media. The Contractor's bid was reasonable and is approximately 1% below the project engineer's estimate.

SUPPLEMENTAL:

Additional Fiscal Information

A summary of the construction and mitigation costs are listed below:

<u>Contractor/Vendor Name</u>	<u>Description</u>	<u>Estimated Costs</u>
Contera Construction Corporation	Construction	\$2,745,351
RCA Funding Agreement	Funding five years of mitigation	\$141,226
	TOTAL	\$2,886,577

ATTACHMENTS:

1. Bid Summary/Abstract
2. Project Location Map
3. Contract Documents (Sheets XXIII through XXXIV) and Certificate of Liability Insurance -
4. Agreement for Funding Mitigation Services Between RCA and the District

DHG:rlp
P8/250197

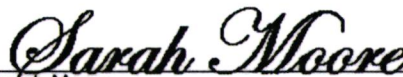
SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



Jason Farin, Principal Management Analyst 4/27/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 4/6/2023



Sarah Moore 4/20/2023

**AGREEMENT FOR FUNDING MITIGATION SERVICES
BETWEEN WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY AND RIVERSIDE
COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Western Riverside County Regional Conservation Authority, a public agency and joint powers authority ("RCA"), and the Riverside County Flood Control and Water Conservation District, a body politic ("Flood Control") and shall be dated as of the Effective Date, as further defined below. RCA and Flood Control are individually referred to herein as "Party" and collectively referred to herein as "Parties." In consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

1. **Recitals.** This Agreement is made with respect to the following facts and purposes, which each Party finds and determines to be true and correct:

A. RCA is a joint powers authority that was formed to implement the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"), a multi-jurisdictional habitat conservation plan focusing on the conservation of both sensitive species and associated habitats to address biological and ecological diversity conservation needs in western Riverside County, and setting aside significant areas of undisturbed land for the conservation of sensitive habitat while preserving open space and recreational opportunities.

B. Flood Control intends to implement a maintenance project called the Bautista Basin Maintenance Plan ("Project") that will consist of an "Initial Basin Maintenance", "Subsequent Sediment Removal", "Mowing" and "General Routine Maintenance" as shown in Exhibit A, attached hereto and made a part hereof.

C. Bautista Basin is located near the unincorporated community of Valle Vista in Riverside County. The approximately 50-acre Bautista Basin is located on the north side of Bautista Road. The site is bound by citrus groves to the east and west, Bautista Road to the south, and undeveloped land to the north.

D. The Initial Basin Maintenance consists of a one-time activity to address the facility damage caused during the 2019-2020 winter storms, which would consist of sediment removal and slope repair within an approximately 15.1-acre portion of Bautista Basin. Approximately 230,000 cubic yards of sediment would be removed from the basin in order to restore functional capacity. Material may be stockpiled within an on-site staging area until it can be adequately disposed of off-site.

E. Subsequent Sediment Removal would be conducted every five years, disturbing no more than 50% of areas found to be occupied by or provide at least moderately suitable habitat for the Los Angeles Pocket Mouse (LAPM) (i.e., 25.16 acres) as shown on Exhibit B, attached hereto and made a part hereof. Sediment removal within areas determined to have low habitat suitability for LAPM (i.e., 21.80 acres as shown on Exhibit B) would be conducted as needed to provide flood protection to downstream communities.

F. The phased approach within the Subsequent Sediment Removal area (Exhibit A) will reduce impacts to the LAPM population within the basin. The specific location of each sediment removal event within the Subsequent Sediment Removal area will be determined on a case-by-case basis based on the location of most need at the time of the cleanout (Exhibit A). As described in the JPR/DBESP, in the event that off- schedule sediment removal within the Subsequent Sediment Removal area becomes necessary, the need for additional compensatory mitigation beyond what is described in this Agreement will be considered based on the actual work that is required. However, it is expected that mitigation can be provided through funding similar RCA projects that enhance or restore LAPM and San Bernardino Kangaroo Rat ("SBKR") habitat such as a one-year extension of the existing mitigation area, or by funding other LAPM and SBKR habitat enhancement projects on RCA land or other comparable mitigation land.

G. The Project will include Mowing within an approximately 17.4-acre portion of the Bautista Basin conducted on an annual basis, and General Routine Maintenance activities (i.e., slide slope tracking, washout repair, fence repair, trash removal, and herbicide application) within an approximately 14.16-acre of Bautista Basin conducted on an annual basis as shown on Exhibit A.

H. Due to the nature of the work being proposed, and the phased timing of sediment removal, all impacts to the basin are considered temporary.

I. In order to offset biological impacts due to the Project, Flood Control has agreed to fund a five-year LAPM habitat uplift mitigation project for the RCA, as further described in Exhibit C, attached hereto and made part thereof, at property owned by RCA, as shown in Exhibit D, attached hereto and made a part hereof (the "Mitigation Services").

J. Flood Control desires that RCA perform the Mitigation Services and RCA desires to perform the Mitigation Services pursuant to the terms and provisions set forth herein.

K. Flood Control has duly considered all terms and conditions of this Agreement and finds and determines that the Agreement is in the best interests of Flood Control and in accord with the public purposes and provisions of applicable State and local law requirements.

2. Flood Control Contribution of Funds.

A. Flood Control shall pay to RCA the sum of ONE HUNDRED FORTY ONE THOUSAND TWO HUNDRED TWENTY-SIX and 44/100 DOLLARS (\$141,226.44) ("Funds") to conduct the Mitigation Services. Flood Control shall pay the Funds to RCA upon the execution of this Agreement.

B. Payment of the Funds for Mitigation Services shall cover all Project activities as described in Section 1(B) of this Agreement in perpetuity.

3. Performance of Mitigation Services

A. RCA or its designated subcontractor(s) shall perform all Mitigation Services.

B. The Mitigation Services shall consist of the tasks described in Exhibit C, attached.

C. The Mitigation Services are designed to be in compliance with all laws, regulations, and documents related to the Project, including the Determination of Biologically Equivalent or Superior Preservation and Joint Project Review (JPR #: 20-11-09-01).

D. With respect to general liability insurance coverage, RCA shall include Flood Control, its officials, officers, employees, agents, and consultants as additional insureds with respect to the Mitigation Services, and shall contain no special limitations on the scope of coverage or the protection afforded to the additional insureds.

4. General

A. Effective Date of the Agreement. The Effective Date of the Agreement is the date the Parties sign the Agreement. If the Parties sign the Agreement on more than one date, then the last date the Agreement is signed by a Party shall be the Effective Date.

B. Termination of the Agreement. This funding agreement shall automatically terminate five (5) years after the effective date, however the mitigation performed under this Agreement will serve as compensation for the required mitigation for the ongoing Project maintenance activities as described in the JPR/DBESP in perpetuity.

C. Notices. Any notices which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by written notice to the other Party:

To RCA: Western Riverside County
Regional Conservation Authority
4080 Lemon Street
P.O. Box 12008
Riverside, CA 92502-2208
Phone: (951) 787-7141
Attention: Executive Director

With copy to: Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501
Phone: (951) 686-1450
Attention: Steven C. DeBaun

To Flood Control: Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Phone: (951) 955-1200
Attention: Regulatory Division Chief

With copy to: Office of County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Telephone: (951) 955-6300
Attn: Sarah K. Moore

D. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be consistent with the findings outlined in the aforementioned JPR documentation, including all attachments, prepared for this project. Together, the Agreement and documentation prepared for JPR 20-11-09-01 is intended to be a final expression of the Parties understanding with respect to the matters herein contained and as a complete and exclusive statement of the terms and conditions thereof. This Agreement and documentation prepared for JPR 20-11-09-01 supersedes any and all other prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

E. Amendments hereto must be in writing executed by the appropriate authorities of Flood Control and RCA.

F. Neither Flood Control nor RCA shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.

G. The Parties agree that each Party has reviewed and revised this Agreement and have had the opportunity to have their counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

H. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "Party" include corporation, partnership, firm, trust, or association wherever the context so requires.

I. Each person signing below personally warrants and represents to the Parties that the Party he or she represents has approved this Agreement, intends to be bound by its terms and that they are duly authorized to execute this Agreement on behalf of the Party they represent.

J. The Parties acknowledge that time is of the essence in this Agreement.

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

L. 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.

M. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction invalid, void or unenforceable, the remainder of this Agreement shall continue in full force without being impaired or invalidated in any way.

N. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. Failure on the part of Flood Control or RCA to require from the other Party 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 Flood Control or RCA from enforcement hereof. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for the performance of any other obligation or act.

O. Each Party acknowledges and agrees that this Agreement is valid, binding and enforceable against the Party.

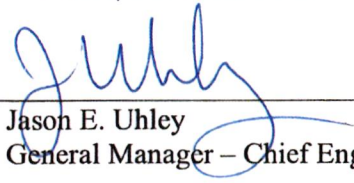
P. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the 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 FOR THE AGREEMENT FOR FUNDING MITIGATION SERVICES BETWEEN WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

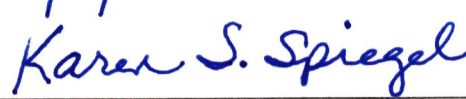
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic

Date: 4/25/2023




Jason E. Uhley
General Manager – Chief Engineer

Date: 5/2/23

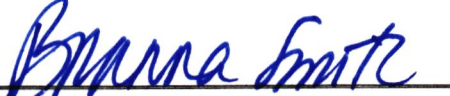


Karen Spiegel, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

Approved as to Form:


By: 
Sarah K. Moore
Deputy County Counsel

Attest:

By: 
Kimberly Rector
Clerk of the Board

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority

Date: April 24, 2023


Anne Mayer
RCA Executive Director

Approved as to Form:


By: 
Best Best & Krieger LLP
Legal Counsel RCA

Exhibit A

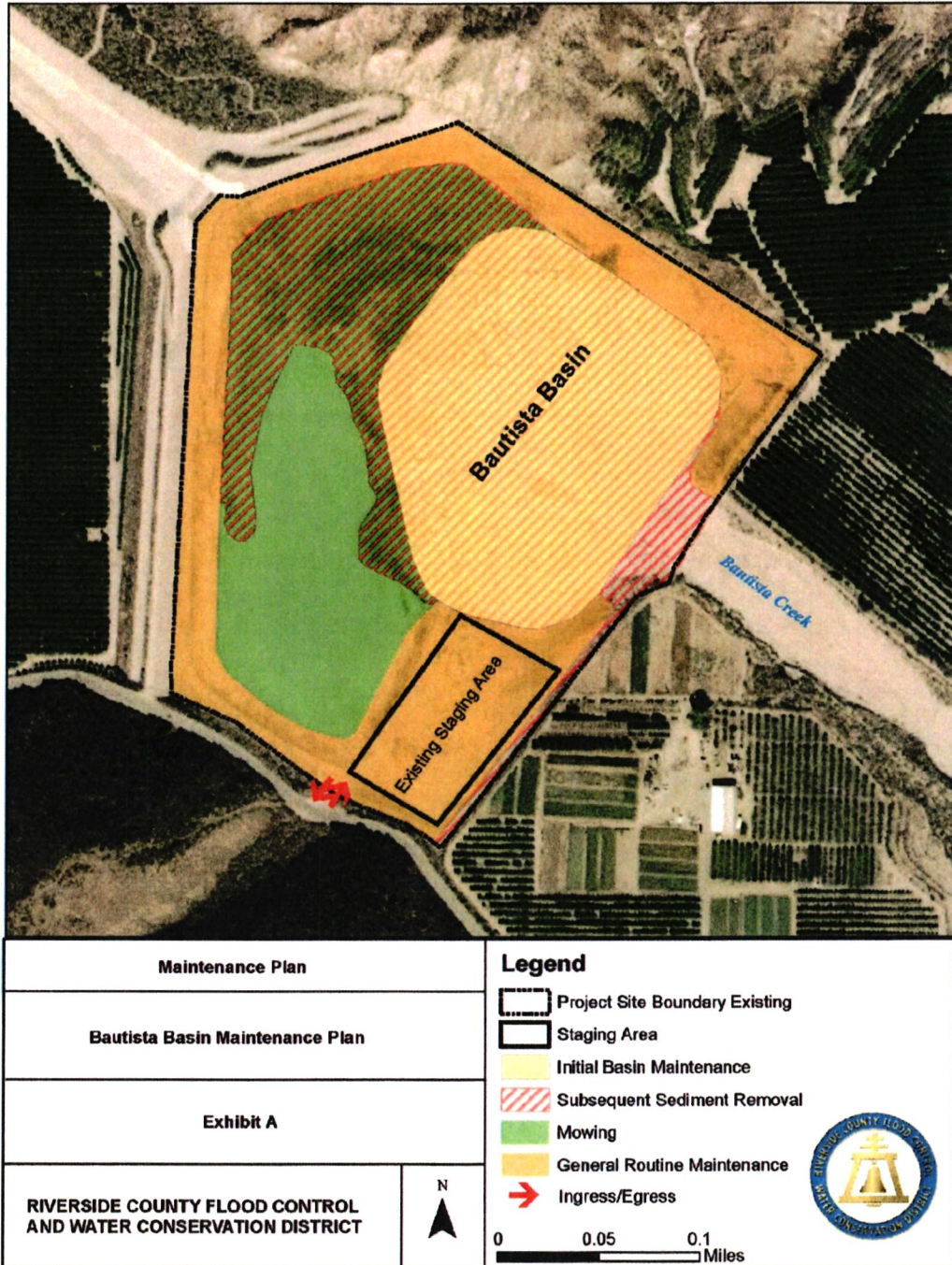


Exhibit B

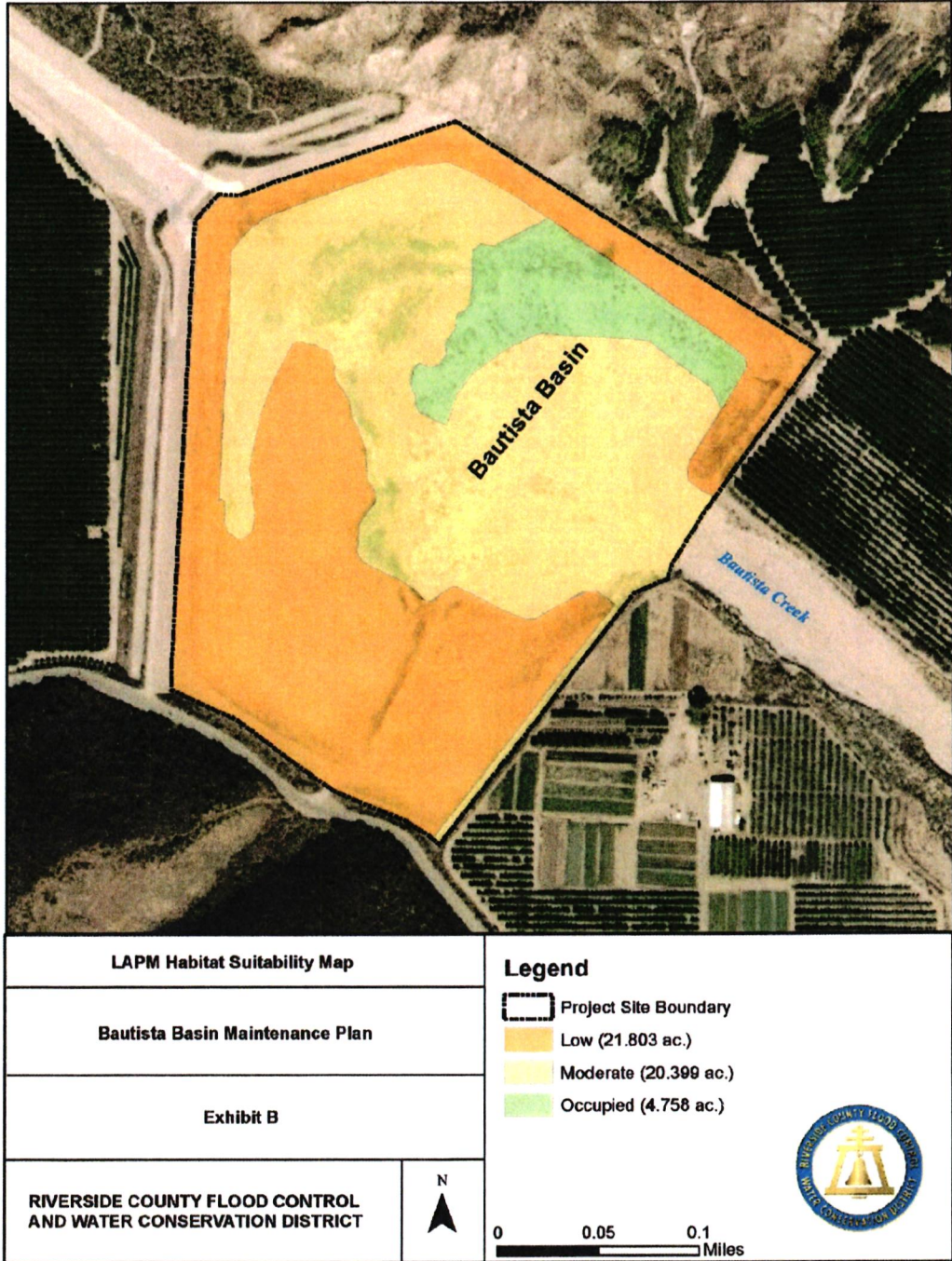



Exhibit C

PROJECTED 5 Year LAPM Uplift Costs for Bautista Basin Mitigation 9/8/2020		
Year One		
Non-Native tree removal - 288 Hours of Labor (including drive time for crew of 4 for 8 days) @ \$52.54* per hour (Billing Rate)	\$15,132.10	
Annual Weed Control - 72 Hours of Labor (including drive time for crew of 4 for 2 days) @ \$52.54* per hour (Billing Rate)	\$3,783.02	
Grazing Assessment- 18 Hours of Labor (including drive time) @ \$52.54* per hour (Billing Rate)	\$945.76	
1 month of Sheep Grazing @ \$5000 per month	\$5,000.00	
104 miles per day to/from property/dump X 32 vehicle trips @ \$0.575 per mile	\$1,913.60	
County Dump Fee – 8 Tons of “Green Waste” @ \$45.00 per ton	\$360.00	
Subtotal	\$27,134.48	
15% Administrative Fee	\$4,070.17	
Total	\$31,204.65	
Year Two		
Non-Native tree removal- 288 Hours of Labor (including drive time for crew of 4 for 8 days) @ \$56.75* per hour (Billing Rate)	\$16,344.00	
Annual Weed Control - 72 Hours of Labor (including drive time for crew of 4 for 2 days) @ \$56.75* per hour (Billing Rate)	\$4,086.00	
Grazing Assessment- 18 Hours of Labor (including drive time) @ \$56.75* per hour (Billing Rate)	\$1,021.50	
1 month of Sheep Grazing @ \$5000 per month	\$5,000.00	
104 miles per day to/from property/dump X 32 vehicle trips @ \$0.575 per mile	\$1,913.60	
County Dump Fee – 8 Tons of “Green Waste” @ \$45.00 per ton	\$360.00	
Subtotal	\$28,725.10	
15% Administrative Fee	\$4,308.77	
Total	\$33,033.87	
Year Three		
Non-Native tree removal- 288 Hours of Labor (including drive time for crew of 4 for 8 days) @ \$61.29* per hour (Billing Rate)	\$17,651.52	
Annual Weed Control - 36 Hours of Labor (including drive time for crew of 4 for 1 day) @ \$61.29* per hour (Billing Rate)	\$2,206.44	
Grazing Assessment- 18 Hours of Labor (including drive time) @ \$61.29* per hour (Billing Rate)	\$1,103.22	
1 month of Sheep Grazing @ \$5000 per month	\$5,000.00	
104 miles per day to/from property/dump X 29 vehicle trips @ \$0.575 per mile	\$1,734.20	
County Dump Fee – 8 Tons of “Green Waste” @ \$45.00 per ton	\$360.00	
Subtotal	\$28,055.38	
15% Administrative Fee	\$4,208.31	
Total	\$32,263.69	

Year Four	
Non-Native tree removal- 288 Hours of Labor (including drive time for crew of 4 for 8 days) @ \$66.19* per hour (Billing Rate)	\$19,062.72
Annual Weed Control - 36 Hours of Labor (including drive time for crew of 4 for 1 day) @ \$66.19* per hour (Billing Rate)	\$2,382.84
Grazing Assessment- 18 Hours of Labor (including drive time) @ \$66.19* per hour (Billing Rate)	\$1,191.42
1 month of Sheep Grazing @ \$5000 per month	\$5,000.00
104 miles per day to/from property/dump X 29 vehicle trips @ \$0.575 per mile	\$1,734.20
County Dump Fee – 8 Tons of "Green Waste" @ \$45.00 per ton	\$360.00
Subtotal	\$29,731.18
15% Administrative Fee	\$4,459.68
Total	\$34,190.86
Year Five	
Non-Native tree control- 18 Hours of Labor (including drive) @ \$71.49* per hour (Billing Rate)	\$1,286.82
Annual Weed Control - 18 Hours of Labor (including drive time for crew of 2 for 1 day) @ \$71.49* per hour (Billing Rate)	\$1,286.82
Grazing Assessment- 18 Hours of Labor (including drive time) @ \$71.49* per hour (Billing Rate)	\$1,286.82
1 month of Sheep Grazing @ \$5000 per month	\$5,000.00
104 miles per day to/from property/dump X 5 vehicle trips @ \$0.575 per mile	\$299.00
Subtotal	\$9,159.46
15% Administrative Fee	\$1,373.92
Total	\$10,533.38
Grand Total	\$141,226.44

*Salaries forecasted to increase 5% annually.

Exhibit D

