

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

727A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 5, 2011

SUBJECT: Reimbursement Agreement with the Southern California Gas Company for the Construction of one 12" Steel Casing in the Interstate 15 and Clinton Keith Road Interchange Bridge, as part of the County's Project to Construct the Interchange Improvements, Wildomar Area of Riverside County.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the "Reimbursement Agreement for the Construction of One 12" Steel Casing Located in the Interstate 15 and Clinton Keith Road Interchange Bridge Project by Riverside County" and Southern California Gas Company, and;
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.



Juan C. Perez
Director of Transportation

JCP:hlg
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 89,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Southern California Gas Company (100%)


Positions To Be Deleted Per A-30

There are no General Funds used in this project.

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 10/26/11

Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: 1

Agenda Number:

3.23

The Honorable Board of Supervisors

RE: Reimbursement Agreement with the Southern California Gas Company for the Construction of one 12" Steel Casing in the Interstate 15 and Clinton Keith Road Interchange Bridge, as part of the County's Project to Construct the Interchange Improvements, Wildomar Area of Riverside County.

October 5, 2011

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BACKGROUND: The County of Riverside proposes to widen the existing Clinton Keith Road overcrossing and reconstruct the interchange exit and entrance ramps on Interstate 15 in the City of Wildomar. The County of Riverside is the lead agency for the project. The Board approved the plans and specifications and the project was advertised for bids (Item 3.96, 9/13/11).

The Southern California Gas Company has requested the County of Riverside to construct a steel casing through the bridge structure under an Alternate Bid Schedule, to be funded by the Gas Company. This installation by the County's contractor is intended to be coordinated with the installation of the gas (carrier) pipeline improvements by the Gas Company.

All costs for the Gas Company's facilities will be borne by the Southern California Gas Company.

The Southern California Gas Company has executed the submitted agreement, which has been reviewed and approved by County Counsel.

Construction is anticipated to start in early 2012.

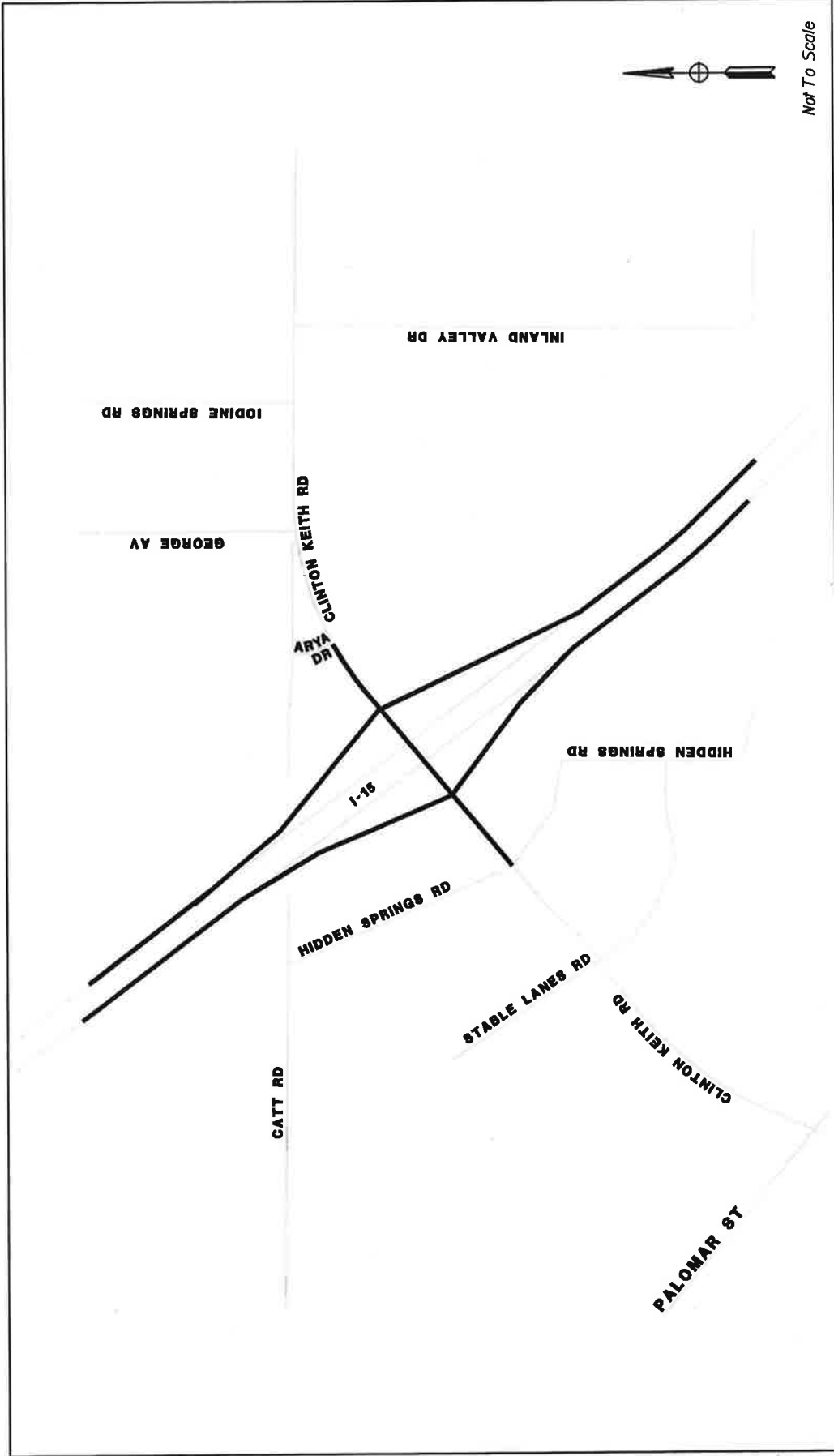
Project no. A2-0264



I-15/ CLINTON KEITH ROAD INTERCHANGE

Project Vicinity Map

Not To Scale



**REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION
OF ONE 12" STEEL CASING
LOCATED IN THE INTERSTATE 15 AND CLINTON KEITH ROAD
INTERCHANGE BRIDGE PROJECT
BY RIVERSIDE COUNTY**

This Agreement is made and entered into this 1st day of June, 2011, by and between the Southern California Gas Company (hereinafter "**The Gas Company**"), a California corporation, and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, County, acting as lead agency is in the process of constructing its bridge construction project which includes the Interstate 15 and Clinton Keith Road Interchange Bridge Project By Riverside County (hereinafter "Project"), and

WHEREAS, The Gas Company desires for County to include additional improvements to its construction contract for Project at the expense of The Gas Company; 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 The Gas Company for the construction of The Gas Company's facilities.

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

Construction of 12" steel casing located within County's project area, as shown on The Gas Company's plans which are on file with the County and The Gas Company, and which are described with The Gas Company's estimates in Exhibit "A", attached.

utilize The Gas Company's plans and specifications in County's project. All costs incurred for preparation of said construction plans and specifications will be solely financed by The Gas Company in accord with Section 2. Above. The Gas Company shall submit draft plans and specifications to County and County's design engineer for review for conformance with design of Project. The Gas Company shall submit application for a State of California Department of Transportation Encroachment Permit and secure the permit in a timely manner to enable the facilities of the Gas Company to be installed in the bridge structure during the necessary construction phase. Any delay costs that are incurred which are attributable to the absence of encroachment permit authority to construct the facilities of the Gas Company will be the funding responsibility of the Gas Company.

4. CEQA

The Gas Company and County shall be individually responsible for compliance with the State of California Environmental Acts as these acts pertain to their respective projects.

5. CONSTRUCTION BIDS AND AWARD OF CONTRACT

The Gas Company has elected to have its new improvements constructed by the County's contractor, and has requested the County to negotiate a Contract Change Order for the installation of The Gas Company improvements into the County's bridge structure. Upon receipt of a Contract Change Order cost estimate, County shall notify The Gas Company of its estimated total costs and request The Gas Company, in writing, to authorize County to approve the Contract Change Order for the construction of The Gas Company's facilities. The Gas Company shall notify County of its decision no later than ten (10) days after The Gas Company's receipt of the Contract Change Order estimate from the County. If The Gas Company informs County in writing that it does not approve award of The Gas Company's work, then The Gas Company agrees to do work with its own or contract forces so as to not delay construction schedule of County. In the event that The Gas Company elects to do work with its own forces, the Gas Company shall complete the construction of its facilities within the mutually agreed upon construction window as specified in the bridge special provisions for the bridge construction.

6. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All of The Gas Company's facilities furnished, constructed and installed by County's contractor shall be installed in strict compliance with The Gas Company's plans and specifications. All materials furnished by County's

7. RECIPROCAL INDEMNIFICATION

County shall indemnify and hold harmless The Gas Company, 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 Gas Company, 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 The Gas Company; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of The Gas Company. County's obligations hereunder shall be satisfied when County has provided to The Gas Company the appropriate form of dismissal (or similar document) relieving The Gas Company 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 Gas Company.

The Gas Company 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 The Gas Company, 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. The Gas Company 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 The Gas Company, The Gas Company 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 The Gas Company's indemnification of County. The Gas Company's

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.



COUNTY APPROVALS	COUNTY OF RIVERSIDE
<p>RECOMMENDED FOR APPROVAL:</p> <p></p> <hr/> <p>Juan C. Perez Director of Transportation Dated: 10/12/11</p> <p>APPROVED AS TO FORM:</p> <p>County Counsel</p> <p>By:  10/26/11</p> <hr/> <p>Deputy</p>	<p>By: _____</p> <p>Chairperson, Board of Supervisors</p> <p>ATTEST:</p> <p>Clerk of the Board</p> <p>By: _____</p> <hr/> <p>Deputy</p>

EXHIBIT "A"

**REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION
OF ONE 12" STEEL CASING
LOCATED IN THE INTERSTATE 15 AND CLINTON KEITH ROAD
PROJECT NO. A20264, INTERCHANGE BRIDGE PROJECT
BY RIVERSIDE COUNTY**

Work requested by the Gas Company

Installation of approximately 377 feet of 12" steel casing, as shown on Gas Company plans, including vent pipe, trench backfill and associated work, per State and local agency requirements.

<u>Item</u>	<u>Estimated Cost</u>
Construction of Casing, per Gas Company Plans	\$80,000
Administrative cost (fixed)	5,000
Construction Contingencies (5%)	4,000
Total estimated cost	89,000
Deposit amount (50% - Rounded)	\$45,000