

FORM APPROVED COUNTY COUNSEL  
 BY: PAUL VICTOR  
 MARSHAL VICTOR  
 DATE: 6/6/13

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

862  
A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
June 6, 2013

**SUBJECT:** Utility Agreement with the Southern California Gas Company for the Relocation of a Gas Transmission Pipeline, Clay Street Grade Separation Project, General Drive to Linares Avenue, City of Jurupa Valley

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

1. Approve the submitted Utility Agreement between the County of Riverside (County) and the Southern California Gas Company for the relocation of gas transmission pipeline facilities, which are in conflict with the planned railroad grade separation improvement project at the Clay Street and Union Pacific Railroad (UPRR) crossing in the City of Jurupa Valley; and

**Patricia Romo**  
 Assistant Director of Transportation

*Patricia Romo*  
 Juan C. Perez

Director of Transportation and Land Management

JP:mk

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,019,200	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

**SOURCE OF FUNDS:** Congestion Mitigation and Air Quality Improvement Program CMAQ (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*  
 Tina Grande

County Executive Office Signature

Policy  Policy

Consent  Consent

Dept't Recomm.:  
 Per Exec. Ofc.:

2013 JUN 11 AM 3:05

Prev. Agn. Ref.

District: 2/2

Agenda Number:

3-60

The Honorable Board of Supervisors

RE: Utility Agreement with the Southern California Gas Company for the Relocation of a Gas Transmission Pipeline, Clay Street Grade Separation Project, General Drive to Linares Avenue, City of Jurupa Valley

June 6, 2013

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2. Authorize the Chairman of the Board of Supervisors to execute the agreement on behalf of the County; and
3. Approve the Southern California Gas Company Collectible Work Authorization, authorize the Chairman of the Board of Supervisors to execute the agreement on behalf of the County, and authorize payment hereunder of the estimated amount as a deposit for the required work.

**BACKGROUND:** Construction of the Clay Street Railroad Grade Separation Improvement Project is anticipated to begin in the first quarter of 2014.

The railroad grade separation project will lower Clay Street under the UPRR tracks and construct the bridge structure that will support the railroad tracks and will include associated improvements. This project will improve motorist safety by separating vehicle traffic from rail traffic.

The submitted agreement provides for the relocation of a 30-inch diameter high pressure gas transmission pipeline, which is owned by the Southern California Gas Company and is in conflict with the project improvements. The work will be performed by the Southern California Gas Company in accordance with plans prepared by the Southern California Gas Company.

The Southern California Gas Company requires that the County deposit funds for the anticipated pipeline relocation costs and execution of a standard Southern California Gas Company "Collectable Work Authorization Agreement," which is referenced in the Utility Agreement.

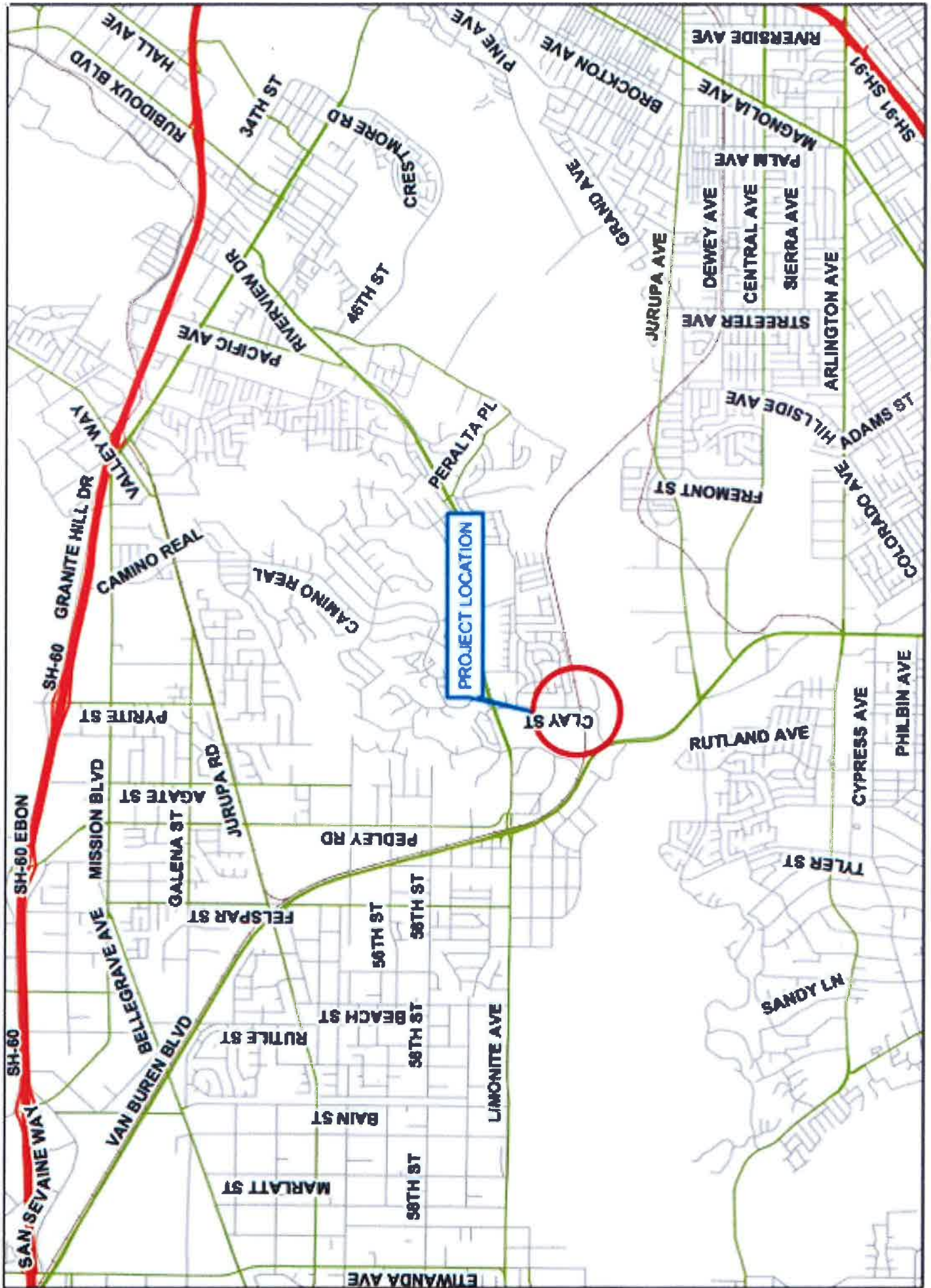
The relocation costs are to be borne by the County, and the County is obligated to comply with Southern California Gas Company procedures, inasmuch as the Southern California Gas Company has superior property rights with respect to the conflicting facilities. However, the Southern California Gas Company has agreed to enter into the submitted Utility Agreement in order to assist the County in complying with the required federal funding procedures.

The Transportation Department has prepared the submitted agreement in accordance with state and federal requirements and as negotiated with the Southern California Gas Company. The County is acting as an agent to the City of Jurupa Valley on this project. The agreement is consistent with the project requirements and has been reviewed and approved by County Counsel.

The County has secured Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding from the Federal Highway Administration for the project and will utilize those funds for the relocation of the conflicting gas pipeline facilities.

Project No. B7-0753

# CLAY STREET VICINITY MAP





## SOUTHERN CALIFORNIA GAS COMPANY COLLECTIBLE WORK AUTHORIZATION

Date Prepared 2/14/2013  
 Estimate Prepared By Kevin Kuennen  
**Purchaser Name and Job Address**  
 Name Riverside County Transportation Department Attn: Stan D.  
 Address 3523 14th Street  
 City Riverside State CA Zip 92501  
 Phone # 951-955-6800  
 Purchaser's SS# \_\_\_\_\_  
**Purchaser requests and authorizes The Gas Company to perform the following work:**

**WO #** 90592.000

Work Request # N/A IO # 300697147  
 ML SC8080 Phone # 951-845-0709  
**Billing Name and Address, If Different**  
 Name County Of Riverside, CA - Transportation Dept.  
 Address 3523 14th Street  
 City Riverside State CA Zip 92501  
 Phone # 951-955-6800  
 Or Federal Tax ID # \_\_\_\_\_

Work Authorization Contract Acceptance  
Valid for 90 days from above date-of-issue

Conduct planning and engineering work, order materials, select contractor and conduct relocation of 30-inch diameter Line 2001 near the intersection of Clay Street and Linares Avenue. This section of Line 2001 is in conflict with the County's Clay Street Grade Separation Project in the Jurupa Valley area of Riverside County.

TOTAL COMPANY LABOR	TOTAL MATERIALS	TOTAL THIRD PARTY CHARGES ( Including Contractor Labor )	TOTAL PAVING, PERMIT, & OTHER	SUBTOTAL	ITCCA	TOTAL ESTIMATES
161,745.00	215,815.00	628,757.00	12,883.00	1,019,200.00	-	1,019,200.00

Purchaser agrees to pay The Gas Company the actual cost - the estimated amount is due and payable in advance and any additional balance within 30 days of invoice.

The estimated cost of the Work is furnished only for the convenience of the Purchaser. It is intended to reflect The Gas Company's general past experience of the cost of similar work under favorable conditions. Because of unforeseen contingencies and other factors, the actual cost may be considerably higher or lower than this estimate. Therefore, the estimate is not a warranty by The Gas Company of the actual cost. The actual cost shall include overhead costs contained in The Gas Company's appropriate billing formula. Purchaser agrees to pay within 30 days of invoice any additional amounts whenever The Gas Company determines the cost of Work completed exceeds any amounts previously paid. When labor costs exceed the estimate, The Gas Company may, but is not obligated to notify Purchaser, and cease all Work until approval for the increased cost is obtained from Purchaser. If the total actual cost is less than the deposit(s), The Gas Company will refund the difference (without interest). Purchaser agrees that if The Gas Company brings any action to enforce the provisions of this Agreement, it shall be entitled to recover its attorney's fees and costs, in addition to any other relief to which it is entitled.

Purchaser agrees that any excavation made by Purchaser that is to be entered by Gas Company employees, agents or subcontractors shall conform to all requirements of the State of California construction safety orders, particularly the provisions of Article 6, Sections 1539 through 1547, which relate to the safe construction of trenches and excavations. Purchaser further agrees to take all reasonable care in protecting The Gas Company's property from damage, including the use of procedures which will not place any undue strain on pipes during excavation and backfill or cause damage to pipe protective coatings.

Purchaser shall indemnify, defend and hold harmless The Gas Company from and against any and all liability of every kind and nature for - (i) injury to or death of persons, including without limitation, employees or agents of The Gas Company or of Purchaser; (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of The Gas Company, Purchaser or any other person; (iii) violation of local, state or federal laws or regulations (excluding environmental laws or regulations); and (iv) including attorney's fees incurred in defending against such liability or enforcing this provision - resulting from or in any manner arising out of or in connection with the performance of the Work including the indemnity obligations imposed on The Gas Company by the owner of the Job Address if other than Purchaser, by the local jurisdiction in which the Work is performed or which issues a permit for any part of the Work, excepting only those liabilities arising from the sole negligence or willful misconduct of The Gas Company or its agents compared to any other person.

Purchaser shall indemnify, defend and hold The Gas Company harmless from and against any and all liability (including attorney's fees incurred in defending against such liability or in enforcing this provision) arising out of or in any way connected with the violation of or compliance with any local, state or federal environmental law or regulation as a result of pre-existing conditions at the Job Address, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or non-hazardous, removed from the ground as a result of the Work ("Pre-Existing Environmental Liability"), including but not limited to liability for the costs, expenses and legal liability for the environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state or federal law or regulation, attorney's fees, disbursements, and other response costs. As between Purchaser and The Gas Company, Purchaser agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Purchaser agrees that The Gas Company may stop Work, terminate the Work, redesign it to a different location or take other action reasonably necessary to complete the Work without incurring any Pre-Existing Environmental Liability.

AGREED AND ACCEPTED \_\_\_\_\_  
( DATE )

PURCHASER County Of Riverside, CA - Transportation Dept.  
( NAME OF COMPANY )

Jimmie I. Cho, V.P. Field Services  
SoCalGas Co AUTHORIZED REPRESENTATIVE (PRINT)

\_\_\_\_\_  
PURCHASER OR AUTHORIZED REPRESENTATIVE (PRINT) TITLE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF PURCHASER OR AUTHORIZED

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
 BY: Marsha L. Victor COLLAUTH: 6/6/13  
 MARSHA L. VICTOR BAT

**County of Riverside**  
**UTILITY AGREEMENT (23 CFR §645.113)**

<i>County</i>	<i>Route</i>	<i>P.M.</i>	<i>Project #</i>
Riverside	N/A	N/A	B7-0753
<b>Fed. Aid No. PNRSTCIL-5956(178)</b>			
<b>Owner's File PLAN # 90592-001</b>			
<b>FEDERAL PARTICIPATION: On the Project: Yes</b> <b>On the Utilities: Yes</b>			

The County of Riverside hereinafter called "LOCAL AGENCY" proposes to construct a railroad grade separation, including street realignment and reconstruction, drainage, and bridge improvements on Clay Street between General Drive and Linares Avenue within the City of Jurupa Valley, Riverside County, California.

And: Southern California Gas Company

Hereinafter called "OWNER," owns and maintains one 30-inch high-pressure natural gas pipeline within the limits of the LOCAL AGENCY's project that requires relocation to accommodate the LOCAL AGENCY's project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE (23 CFR §645.113)**

In accordance with Notice to OWNER dated \_\_\_\_\_, OWNER shall relocate conflicting underground gas pipeline within Clay Street. All work shall be performed substantially in accordance with OWNER's Plan No. 90592-001 dated 11-20-2012 consisting of 4 sheets, a copy of which is on file in the Transportation Department at 4080 Lemon Street, 8<sup>th</sup> floor, Riverside, CA 92501.

Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

**II. LIABILITY FOR WORK**

Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

**III. PERFORMANCE OF WORK (23 CFR §645.115)**

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion.

OWNER acknowledges the "Buy America" requirements to which LOCAL AGENCY is subject as set forth in the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), 23 U.S.C.313 and C.F.R. Part 635.410 ("Buy America"), which are referenced herein, and which require that all steel and iron products, and their coatings, used in any projects with NEPA clearance be produced in the United States, unless a waiver has been

granted by FHWA or the project is subject to a general waiver. OWNER will endeavor to, but cannot ensure compliance with, the Buy America requirements. For those materials which would not comply with "Buy America" requirements, OWNER will provide LOCAL AGENCY with information regarding the materials to assist with any request for waiver which may be submitted to the Federal Highway Administration ("FHWA") by LOCAL AGENCY. The final responsibility to comply with Buy America remains with LOCAL AGENCY and not OWNER, and LOCAL AGENCY acknowledges that OWNER is not responsible for LOCAL AGENCY'S receipt or non-receipt of FHWA funding. LOCAL AGENCY'S reimbursement to OWNER of amounts due to OWNER is not conditioned upon LOCAL AGENCY's compliance with the Buy America requirements and/or receipt of funding from FHWA.

#### IV. PAYMENT FOR WORK (23 USC § 123)

It is estimated that the cost of the work provided for by this agreement and as hereinafter set forth is the sum of \$1,019,200. LOCAL AGENCY agrees to advance to OWNER the sum of \$1,019,200 to apply to the cost of the work to be undertaken as provided hereinabove. Said sum of \$1,019,200 will be deposited by the LOCAL AGENCY with OWNER within 45 days after execution of the Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance.

In the event actual relocation costs as established herein are less than the sum of money advanced by LOCAL AGENCY to OWNER, OWNER hereby agrees to refund to LOCAL AGENCY the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to OWNER, in accordance with the provisions of this Agreement, LOCAL AGENCY will reimburse OWNER said excess costs upon receipt of five (5) copies of an itemized bill as set forth herein.

The OWNER shall submit a final bill to the LOCAL AGENCY within 270 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 270 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors. Review of proprietary and/or non-public information may require execution of a Non-Disclosure Agreement between recipients of the information and OWNER.

V. PREVAILING WAGE REQUIREMENTS FOR CONTRACTED WORK

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

VI. GENERAL CONDITIONS (23 CFR §645)

All costs accrued by OWNER as a result of LOCAL AGENCY's request of June 13, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

It is understood that said highway is a federal-aid highway and accordingly, 23 CFR Part 645 is hereby incorporated into this Agreement. The Work is subject to the terms and conditions of that certain Collectible Work Authorization dated \_\_\_\_\_ ("CWA"), and in the event of any conflict, the terms and conditions of the CWA shall control.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year above written.

COUNTY OF RIVERSIDE

OWNER  
SOUTHERN CALIFORNIA GAS COMPANY

By \_\_\_\_\_  
Chairman, Board of  
Supervisors

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

ATTEST:

ATTEST:

Kecia Harper - Ihem  
Clerk of the Board

By \_\_\_\_\_  
Deputy Clerk of the Board

By \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Pamela Walls  
County Counsel

By *J.R. Vicker* 6/16/13  
Deputy County Counsel

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