

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

7/17/10



FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
May 6, 2010

SUBJECT: Utility Agreement with the Coachella Valley Water District for the Relocation of Conflicting Water Pipeline Facilities, Interstate 10 at Date Palm Drive, Cathedral City area

RECOMMENDED MOTION: That the Board approve the Utility Agreement between the County of Riverside and the Coachella Valley Water District for the relocation of water pipeline facilities which are in conflict with the planned interchange improvements at Interstate 10 and Date Palm Drive, and authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND: The Transportation Department is currently finalizing plans and specifications and other project requirements for the construction of interchange improvements at Interstate 10 and Date Palm Drive.

The planned interchange Improvements will increase capacity and improve the daily operation for current and future traffic volumes. The improvements to the Date Palm Drive Interchange will

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 732,135	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2009/2010
SOURCE OF FUNDS: TUMF (CVAG) (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 18, 2010
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.

District: 4

Agenda Number:

3.71

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 4-29-10
CYNTHIA M. GUNZEL
Departmental Concurrence

Dec't Recomm.: ☐ Consent
Per Exec. Ofc.: ☐ Consent
☒ Policy ☐ Policy

The Honorable Board of Supervisors

RE: Utility Agreement with the Coachella Valley Water District for the Relocation of Conflicting Water Pipeline Facilities, Interstate 10 at Date Palm Drive, Cathedral City area

May 6, 2010

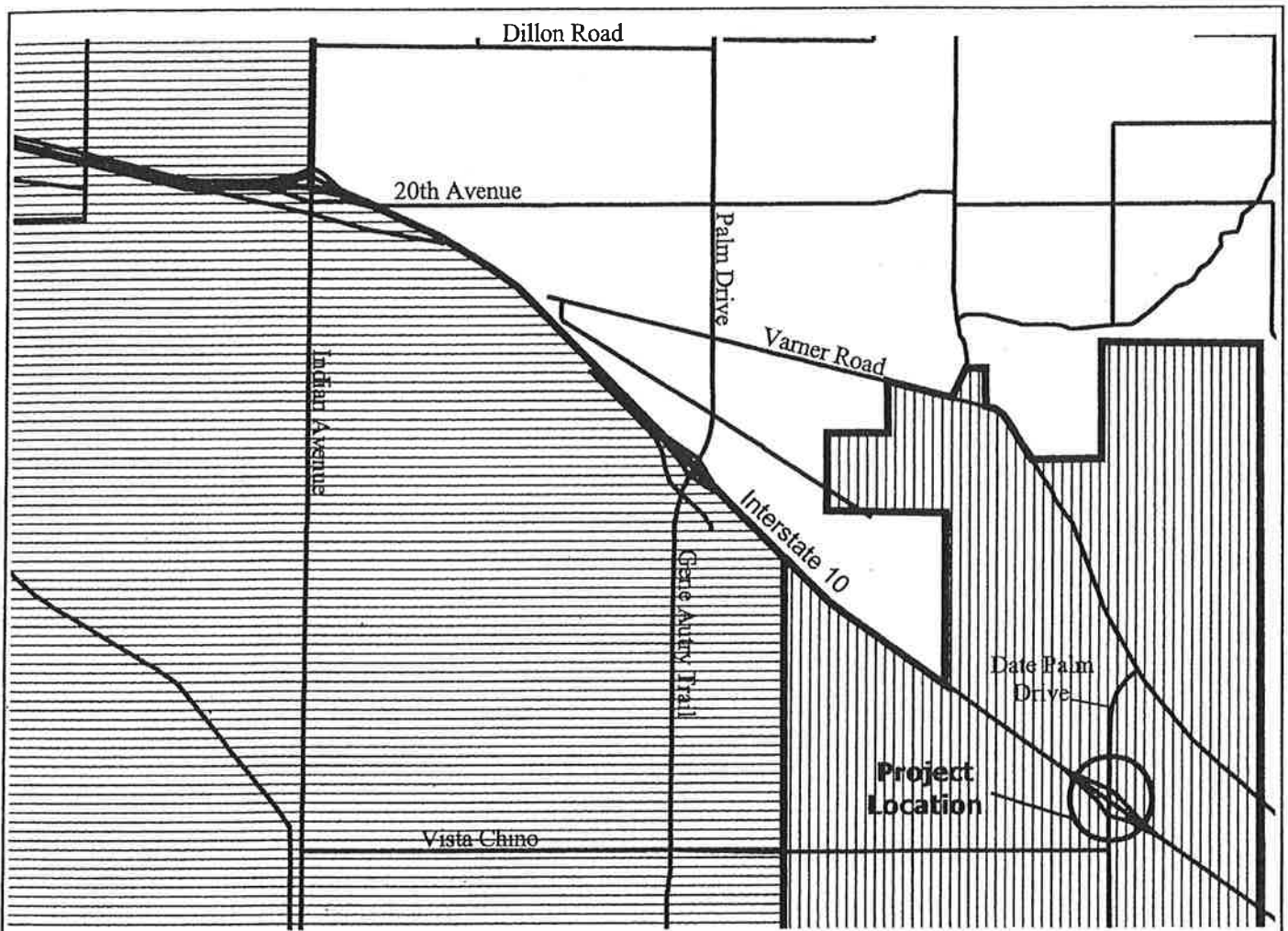
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consist of the widening of the existing bridge over Interstate 10, reconstruction and widening of Date Palm Drive, and the construction of a partial cloverleaf interchange with loop on-ramps. These improvements are needed due to significant traffic increases in the area.

The submitted agreement provides for the relocation of conflicting 30 inch diameter water pipeline facilities by the Coachella Valley Water District. The relocation expense is to be entirely funded by the County of Riverside inasmuch as the Coachella Valley Water District's facilities are within an existing District owned easement.

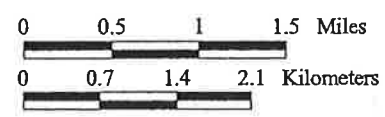
The Transportation Department has prepared the submitted agreement in accordance with State of California requirements, inasmuch as the County is acting as an agent of the State on this project. The agreement is consistent with the project requirements, and has been reviewed and approved by County Counsel.

Project no. A8-0373



LEGEND

	City of Palm Springs
	City of Cathedral City
	Riverside County (unincorporated areas)



**Interstate 10 - Date Palm Drive Interchange
Location Map
Figure 1-3**

COUNTY OF RIVERSIDE
UTILITY AGREEMENT

Based on Caltrans RW 13-5 (Rev. 1/2009)

Contract No. 10-04-002
Riverside Co. Transportation

Page 1 of 5

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside	10	62.8/64.2	455901
FED. AID NO.	UTILITY OWNER			OWNERS FILE NUMBER
	Coachella Valley Water District			21420

FEDERAL PARTICIPATION

On the Project ☐ Yes ☒ No On the Utilities ☐ Yes ☒ No

UTILITY AGREEMENT NO. 21420 DATE: _____,

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the Cathedral City area of Riverside County. The planned improvements are to modify and widen Date Palm Drive bridge over interchange 10, hereinafter referred to as "PROJECT" as a cooperative project between County of Riverside and the State of California Department of Transportation, hereinafter referred to as STATE, COUNTY is the lead agency for PROJECT and is acting as an agent of the STATE with respect to PROJECT, under the terms of a cooperative agreement between STATE and COUNTY, with oversight provided to COUNTY by STATE.

COACHELLA VALLEY WATER DISTRICT

Hereinafter called "OWNER," owns and maintains water facilities that are in conflict within the COUNTY's proposed freeway improvements project which requires relocation.

To accommodate COUNTY's project, it is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with COUNTY's Notice to Owner No. 21420 dated March 30, 2010 which is attached and made a part hereto, OWNER shall relocate approximately one thousand five hundred sixty-eight feet of 30" water pipeline. All work shall be performed substantially in accordance with the owners plan for OWNER'S work-order No. WF17889, dated March 18, 2010 consisting of four (4) sheets, a copy of which is on file at COUNTY office at 3525 14th Street, Riverside, CA. 92501. Deviations from the OWNER'S plan described above, initiated by either COUNTY or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by COUNTY and agreed to / 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 written execution 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 COUNTY and will be relocated at 100% COUNTY expense.

MAY 18 2010

3.71

III. PERFORMANCE OF WORK:

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.

Use of out-of-state personnel, or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by State's representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

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.

IV. PAYMENT FOR WORK:

The COUNTY shall pay it's share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principals.

It is' understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the COUNTY for the accrued depreciation or "used life" of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bill which exceed the amount of this Agreement may be

after receipt and approval by COUNTY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the COUNTY within 360 days after the completion of the work described in Section I above. If the COUNTY has not received a

final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and COUNTY has delivered to OWNER fully executed Directors Deeds, Consents to Common Use or Joint Use Agreement as required for Owner's facilities, COUNTY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the COUNTY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and or approval by the California Transportation Commission.

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 COUNTY shall not pay final bills which exceed the estimated costs of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by the COUNTY. Except, 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 either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and / or approval by the California Transportation Commission.

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 results of deviations from the work described in Section I of this Agreement shall have the prior concurrence of COUNTY.

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 by the County and / Federal auditors. Owner agrees to comply with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq, 23 CFR, Chapter 1, Part 645 and / or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent County and / or Federal audit determines payments to be unallowable, OWNER agrees to reimburse COUNTY upon receipt of the COUNTY's billing.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of September 8, 2005 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 COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing and COUNTY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of COUNTY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocations of those funds by the California Transportation Commissions.

COUNTY will acquire new rights of way in the name of either the COUNTY or OWNER through negotiations or condemnation and when acquired in COUNTY's name, shall convey same to OWNER by Director's Easement Deed. COUNTY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

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

THE ESTIMATED COST TO THE COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED
WORK IS AS FOLLOWS:

Consisting of Design funds:	\$ _____
Consisting of Construction funds:	\$ _____
Consisting of Right of Way funds:	\$ <u>732,135.00</u>
Total	\$ <u>732,135.00</u>

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

COUNTY OF RIVERSIDE:

COACHELLA VALLEY WATER DISTRICT:

By: *Marion Ashley* 5/18/10
Chairman of the Board of Supervisors
MARION ASHLEY Dated

By: *Steve Robbins* 4/2/10
Name **Steve Robbins** Dated
Title **General Manager-Chief Engineer**

By: *Synthia M. Gunzel* 4-29-10
APPROVED AS TO FORM: Dated
SYNTHIA M. GUNZEL
Deputy County Counsel

By: _____
Name _____ Dated _____
Title _____

By: *Kecia Harper-Ihem* 5/10/10
ATTEST Dated
KECIA HARPER-IHEM
CLERK OF THE BOARD

By: *Julia Fernandez* 04/02/10
ATTEST Dated

NOTICE TO OWNER

Number **21420**

District	County	Route	Post Mile	E.A.
08	Riverside	10	62.8 / 64.2	455901
Federal Aid No.:				
Owners File: WF17889				
Date: March 30, 2010		Freeway: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

To: Coachella Valley Water District
85 -995 Ave 52
Coachella, CA 92236

Attention: Joe Cook, P.E., Domestic Water Engineer
(760) 398-2661

Because of the State Highway construction project: at Date Palm Drive Bridge over Interstate 10 (I-10) in the Cathedral City area of Riverside County. Project includes bridge redesign and construction improvements.

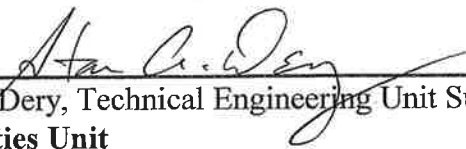
Which affects your facilities: approximately one thousand five hundred eighty feet of 30" water pipeline, located within the projects limits and associated equipment.

You are hereby ordered to: relocate your existing conflicting facilities in accordance with the Owners attached plan work order no. WF17889 dated March 18, 2010. A City Encroachment permit will be issued upon completion of the application which includes specific requirements.

Your work schedule shall be as follows: relocation is necessary prior to construction; start date October 2010. The County will contact Owner 90 days prior to construction date.

Notify: Stan Dery, Riverside County Utilities Unit at telephone number (951) 955-6780 72 hours prior to initial start of work, and an additional 24 hours notification for subsequent restart when the work schedule is interrupted.

Liability for the cost of the work is: The existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at 100% COUNTY's expense.


Stan Dery, Technical Engineering Unit Supervisor
Utilities Unit

cc: David Buzon-Caltrans R/W Utility Coordinator
Utility File
Resident Engineer

Attachments