

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

802A



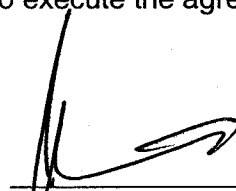
FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Utility Agreement with Metropolitan Water District of Southern California for the Protection of Water Pipeline Facilities, State Route 79, Thompson Road to Domenigoni Parkway, Winchester area

RECOMMENDED MOTION: That the Board:

1. Approve the submitted Utility Agreement between the County of Riverside and the Metropolitan Water District of Southern California for the protection of water pipelines which are in close proximity to the planned improvements on State Route 79, Phase 1 between Scott Road and Domenigoni Parkway; 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

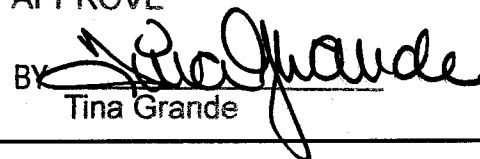
JCP:sd

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 709,800	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 328 "Combined Improvement Fund" (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
No General Funds are used in this project.	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 Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.


Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: September 13, 2011
xc: [unclear]: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref. | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.89

FORM APPROVED COUNTY COUNSEL
 BY: 
 SYNTHIA M. GUNZEL
 DATE: 8-05-11
 Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Utility Agreement with Metropolitan Water District of Southern California for the Protection of Water Pipeline Facilities, State Route 79, Thompson Road to Domenigoni Parkway, Winchester area

August 31, 2011

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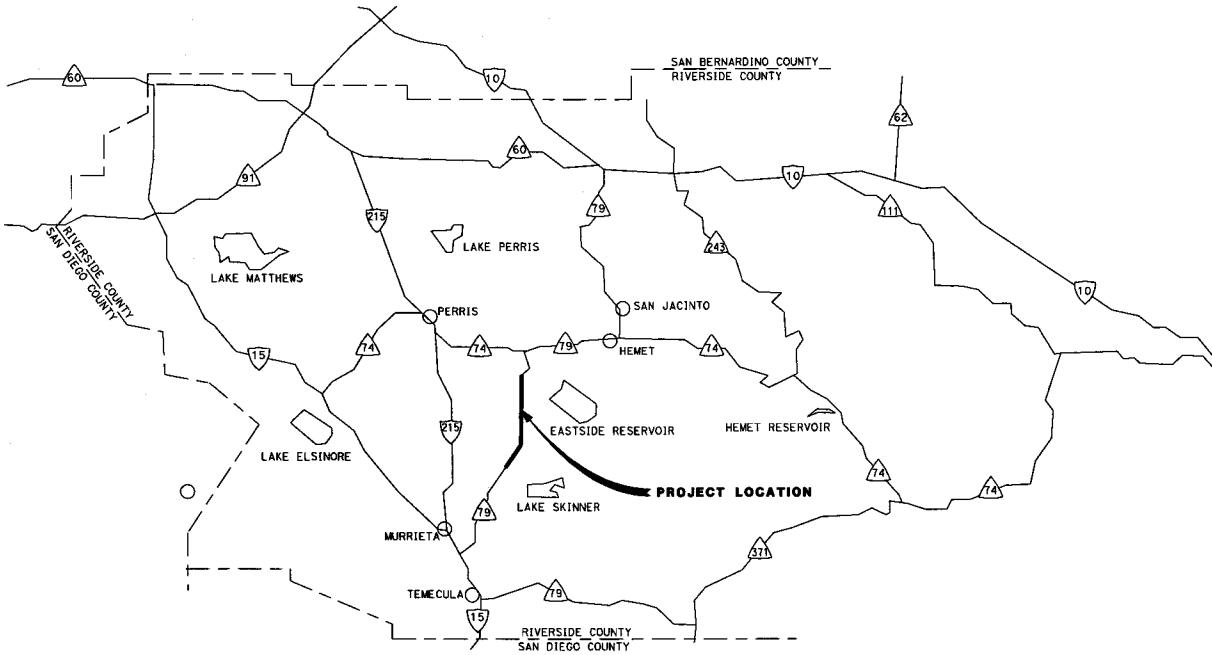
BACKGROUND: The project to construct State Route 79 (Winchester Road), between Thompson Road and Domenigoni Parkway, will be constructed in two phases. Construction of Phase 1, between Scott Road and Domenigoni Parkway, is expected to begin by the end of 2011. Construction of Phase 2, between Thompson Road and Scott Road, is expected to begin during the Spring of 2012.

The submitted agreement provides for the protection of two existing water supply lines owned by the Metropolitan Water District of Southern California (MWD). The two pipelines cross State Route 79 approx. 900 feet south of Holland Road. The work will consist of the construction of a portland cement concrete protective slab over and around the pipelines in order to protect the old facilities from damage during and subsequent to construction. The work will be performed by the County's contractor, and inspection will be performed by MWD. The costs are to be borne by the County, inasmuch as MWD has superior property rights.

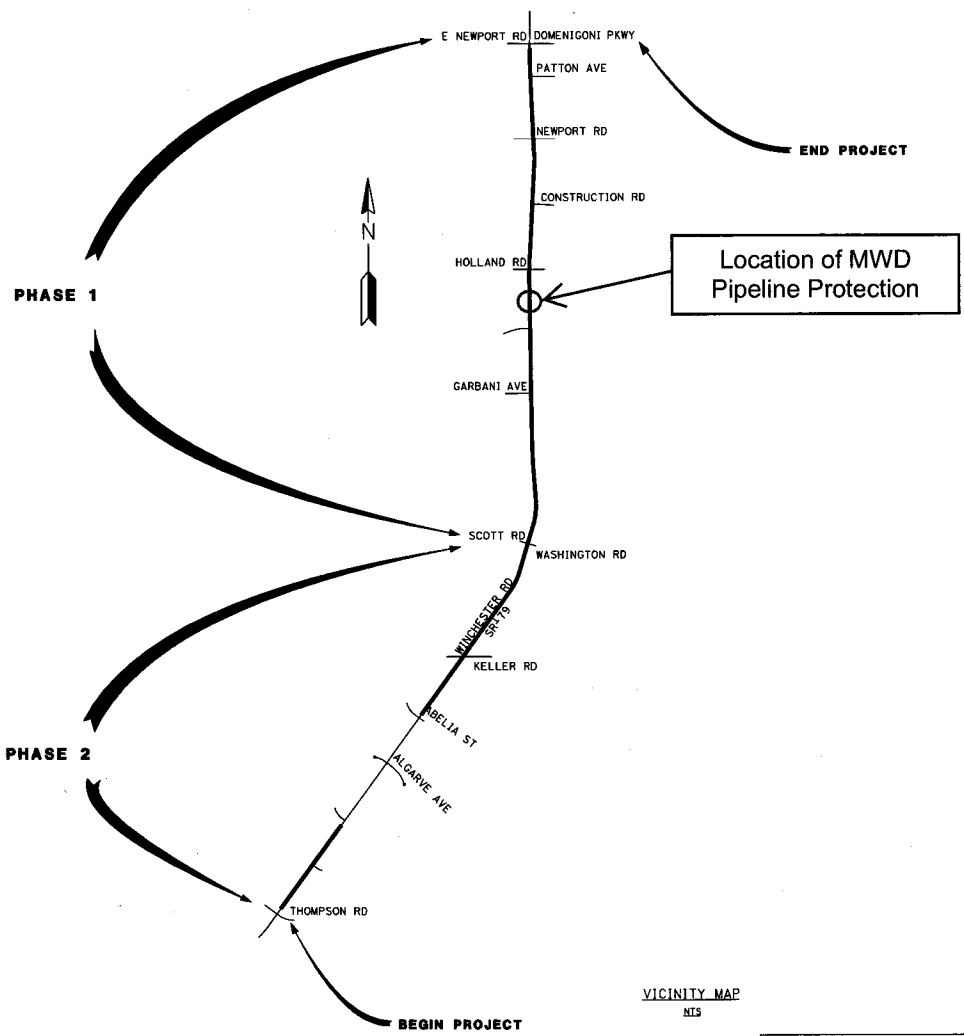
The Transportation Department has prepared the submitted agreement in accordance with State of California requirements, inasmuch as the County is acting as an agent of the State on this project. The agreement is consistent with the project requirements, and has been reviewed and approved by County Counsel.

Execution of "Utility Agreements", using Caltrans' standard language, is required by Caltrans' policy and procedure, as set forth in Chapter 13 of the State of California Right of Way Manual, for utility relocations and protection work for State Highway improvement projects, for those utility related costs that are to be partially or fully funded by the County.

Project no. B4-0527



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

SR-79 WIDENING
CALTRANS EA 464600

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside	79	R19.7/R25.5	46461
FED. AID NO.	UTILITY OWNER			OWNERS FILE NUMBER
N/A	Metropolitan Water District of Southern California			2028-04-041

FEDERAL PARTICIPATION

On the Project: Yes No On the Utilities: Yes No

UTILITY AGREEMENT NO. 21517 DATE: MARCH 18, 2011

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the Murrieta area of Riverside County. The planned improvements are to widen Winchester Road (SR79) from two lanes to four lanes from Thompson Road to Domenigoni Parkway, 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 the 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.

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

hereinafter called "OWNER," owns and maintains water facilities that are in conflict within the COUNTY's highway improvements project which requires protection.

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

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 21517 dated March 18, 2011 COUNTY shall protect OWNERS San Diego pipelines Nos. 1 (54" water line) and No. 2 (60" water line). Protective slabs shall be constructed of minor concrete/ structure as shown on the COUNTY's contract plans, and Attachment "A" estimate of costs, for the improvement of State Route 79, which by this reference are made a part hereof. OWNER hereby acknowledges review of COUNTY's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the COUNTY 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 COUNTY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the 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 the Agreement in addition to the Revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by the COUNTY, OWNER agrees to accept ownership and maintenance of the constructed facilities.

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 that 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 / or 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 January 25, 2006 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 Commission.

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:	\$ <u>0.00</u>
Consisting of Construction funds:	\$ <u>0.00</u>
Consisting of Right of Way funds:	\$ <u>709,800.00</u>
Total	\$ <u>709,800.00</u>

ATTEST:

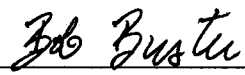
KECIA HARPER-HEM, Clerk


By 
DEPUTY

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT:**


**METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA:**


By  SEP 13 2011
Date
Name Bob Buster

By  4/4/11
Date
Name Gordon Johnson


Title Chairman of the Board of Supervisors Title Chief Engineer

APPROVAL RECOMMENDED:

By  8/24/11
Date
Name Juan C. Perez

By  4/4/11
Date
Name Kieran M. Callanan

Title Director of Transportation Title Substructures Team Manager

FORM APPROVED COUNTY COUNSEL
BY:  8-25-11
SYNTHIA M. GUNZEL DATE

ESTIMATE OF COST
Metropolitan Water District
Protection Slab over Pipelines No. 1 and 2

COUNTY CONTRACT COSTS

ITEM	ESTIMATED COST
Contract Work Labor/ Materials	\$676,800.00

Not billable by MWD to County

MWD DIRECT COSTS

ITEM	ESTIMATED COST
MWD Resident Engineer Oversight/Inspection	\$ 33,800.00

Billable by MWD to County

	ITEM DESCRIPTION	TOTALS
1	County Contract Costs	\$676,800.00
2	MWD Engineer Costs (Oversight Inspection)	\$33,800.00
3	Betterment (Not applicable)	\$0.00
4	Depreciation (Not applicable)	\$0.00
5	Salvage (Not applicable)	\$0.00
		\$709,800.00

COUNTY OF RIVERSIDE
NOTICE TO OWNER
RW 13-4 (REV 1/2009)

REVISED
NOTICE TO OWNER

Number 21517

District	County	Route	Post Mile	E.A.
08	Riverside	79	R19.7/R25.5	46461
Federal Aid No.: N/A				
Owners File: 2028-04-041				
Date: March 18, 2011		Freeway: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

To: Metropolitan Water District
700 N. Alameda Street
Los Angeles, CA 90012

Attention: Ken Chung, Substructures Team
(213) 217-1610

Because of the State Highway construction project: roadway improvements at SR-79 (Winchester Road) widening from Thompson Road to Domenigoni Parkway, in the Murrieta area of Riverside County.

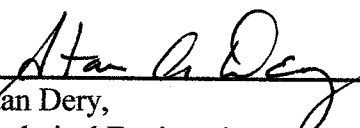
Which affects your facilities: San Diego water pipelines Nos. 1 (54" water line) and 2 (64" water line) located within the projects limits.

You are hereby ordered to: Allow and inspect the protection of your existing water facilities, by County's contractor, in accordance with the attached plan work order no. 2028-04-041 dated February 17, 2010.

Your work schedule shall be as follows: Protective slabs shall be constructed by County's contractor, during construction; start date July 1, 2011. The County will contact Owner 2 days prior to construction date.

Notification: will be made by the County's Contractor or Construction Manger to MWD 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 protected in place at 100% COUNTY's expense.



Stan Dery,
Technical Engineering Unit Supervisor

cc: Jerry Arnerich-Caltrans R/W Utility Coordinator
Utility File
Resident Engineer