

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

869A



FROM: TLMA - Transportation Department

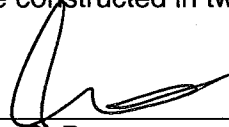
SUBMITTAL DATE:
August 31, 2011

SUBJECT: Utility Agreement with Eastern Municipal Water District for the Relocation of Water Pipeline Facilities on State Route 79 between Thompson Road and Domenigoni, Winchester area

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the submitted Utility Agreement between the County of Riverside and the Eastern Municipal Water District for the relocation of water pipelines, and;
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND: The project to construct State Route 79 (Winchester Road), between Thompson Road and Domenigoni Parkway, will be constructed in two phases. Construction of



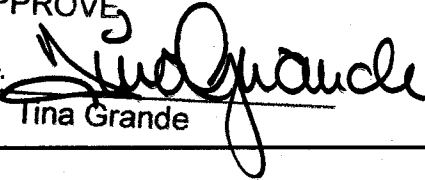
Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

| | | | | |
|-----------------------|-------------------------------|--------------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 1,340,000 | 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: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

3.99

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: 
MARSHAL VICTOR
DATE: 8/21/11
Departmental Concurrence

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

The Honorable Board of Supervisors

RE: Utility Agreement with Eastern Municipal Water District for the Relocation of Water Pipeline Facilities on State Route 79 between Thompson Road and Domenigoni, Winchester area

August 31, 2011

Page 2 of 2

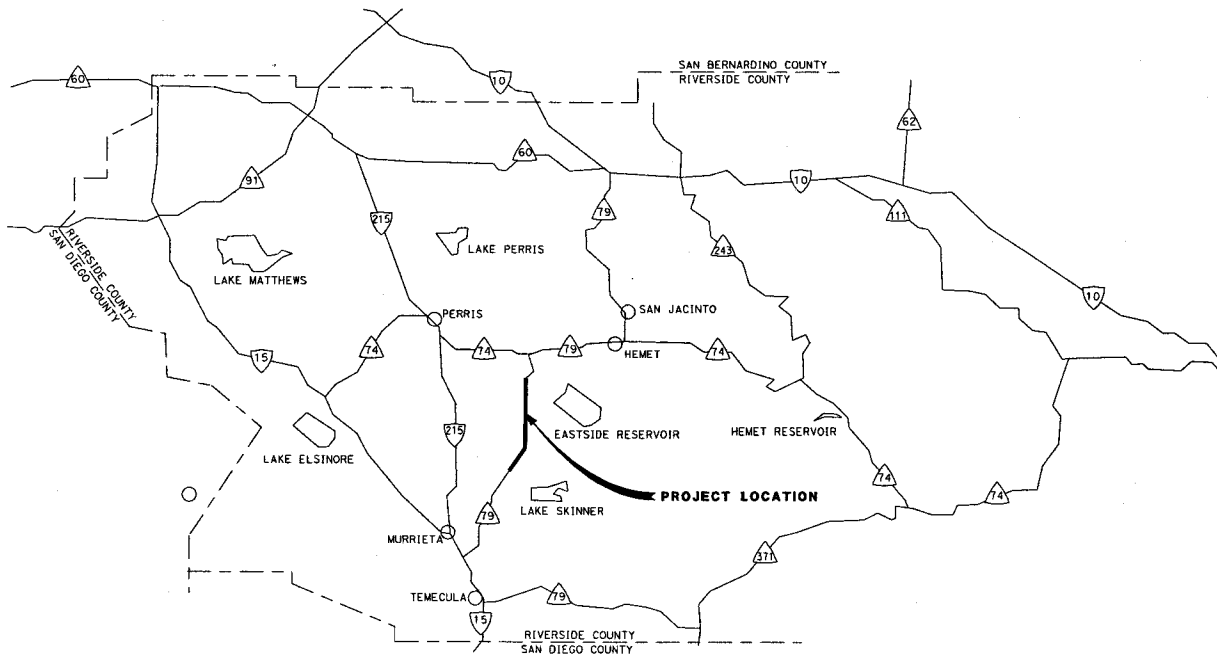
Phase 1, between Scott Road and Domenigoni Parkway, is expected to begin by the end of 2011. Construction of Phase 2, between Thompson Road and Scott Road, is expected to begin during the Spring of 2012.

The submitted agreement provides for the relocation of one 30 inch domestic water pipeline, owned by the Eastern Municipal Water District (EMWD), between Holland Road and Craig Road, within the limits of Phase 1 of the overall project. The work will be performed by EMWD, in accordance with plans prepared by the County's engineer. All costs are to be borne by the County, inasmuch as EMWD has superior property rights.

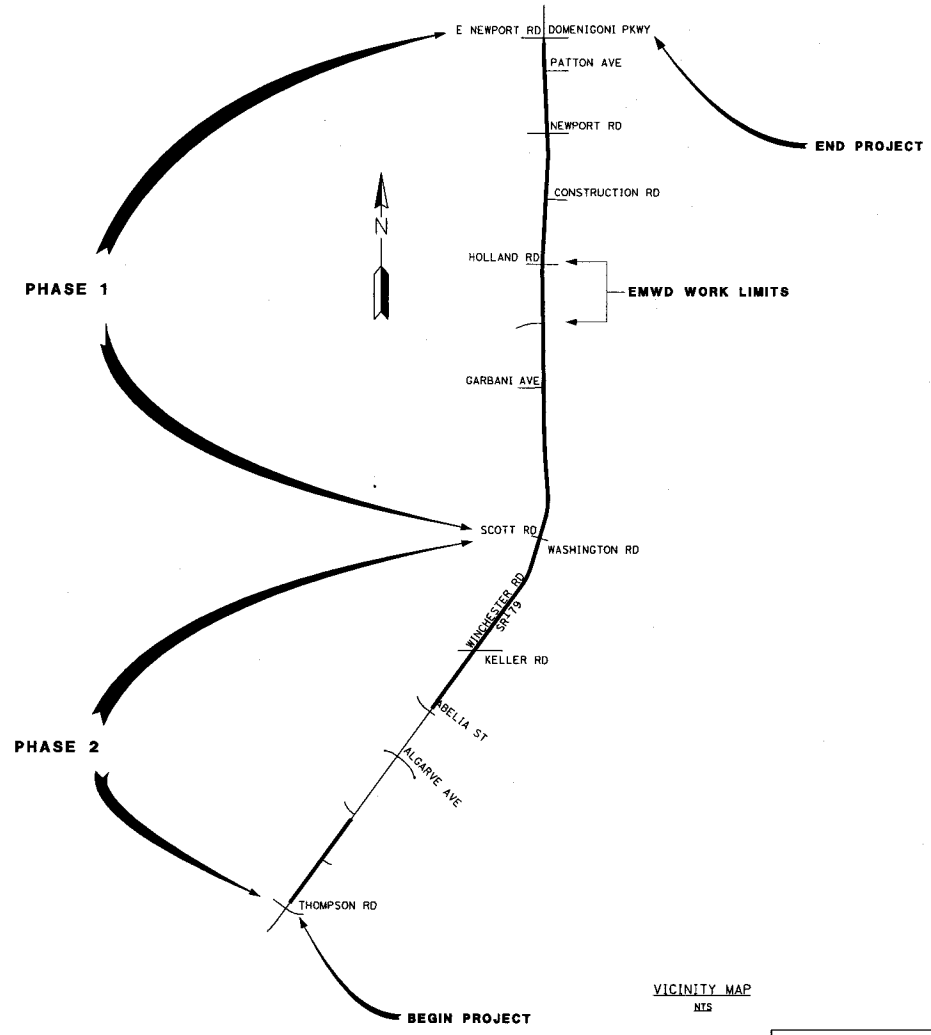
The Transportation Department has prepared the submitted agreement in accordance with State of California requirements, inasmuch as the County is acting as an agent of the State on this project. The agreement is consistent with the project requirements, and has been reviewed and approved by County Counsel.

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. The utility agreements set the terms of reimbursements for relocation costs by the County to the utility companies.

Project no. B4-0527



LOCATION MAP
NIS



VICINITY MAP
NIS

SR-79 WIDENING
CALTRANS EA 464600

**COUNTY OF RIVERSIDE
 UTILITY AGREEMENT**
 Based on Caltrans RW 13-5 (Rev. 3/2010)

| DISTRICT | COUNTY | ROUTE | POST MILE | EA |
|--------------|----------------------------------|-------|--------------------|-------|
| 08 | Riverside | 79 | R19.7/R25.5 | 46461 |
| FED. AID NO. | UTILITY OWNER | | OWNERS FILE NUMBER | |
| N/A | Eastern Municipal Water District | | 412686 | |

FEDERAL PARTICIPATION

On the Project Yes No On the Utilities Yes No

UTILITY AGREEMENT NO. 21516 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.

EASTERN MUNICIPAL WATER DISTRICT

hereinafter called "OWNER," owns and maintains water facilities that are in conflict within the limits of COUNTY's project which require relocation.

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

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 21516 dated March 18, 2011, which is attached and made a part hereof, OWNER shall relocate approximately 2,700' feet of 30" water pipeline and associated equipment. All work shall be performed substantially in accordance with OWNER'S Plan No. 412686 dated February 11, 2011 consisting of seven (7) 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 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 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.

III. PERFORMANCE OF WORK:

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished 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. Accounting form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. 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 its 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 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 (3) 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 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.

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 thirty (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>1,340,000.</u> |
| Total | \$ | <u>1,340,000.</u> |

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

COUNTY OF RIVERSIDE:

EASTERN MUNICIPAL WATER DISTRICT:

ATTEST:
KECIA HARPER-IHEM, Clerk
By [Signature]
DEPUTY CLERK

By Bob Buster SEP 13 2011
Date
Name Bob Buster
Chairman of the Board of Supervisors Title

By [Signature] 4/21/2011
Date
Name ANTHONY J. PACE
Title GENERAL MANAGER

APPROVAL RECOMMENDED:

By [Signature] 8/17/11
Date
Name Juan C. Perez
Title Director of Transportation

By _____
Date _____
Name _____
Title _____

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 8/29/11
MARSHAL VICTOR DATE

SEP 13 2011 3.99

Attachment to Utility Agreement no. 21516
EASTERN MUNICIPAL WATER DISTRICT
ENGINEER'S ESTIMATE
ALONG SR-79 FROM CRAIG RD TO HOLLAND RD

4/14/2011

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEAS. | ESTIMATED QUANTITY | UNIT PRICE | ITEM TOTAL |
|---------|--|---------------|--------------------|-------------|-------------|
| 1 | DUST ABATEMENT | LS | 1 | \$2,000.00 | \$2,000.00 |
| 2 | PREPARE SWPPP AND WATER POLLUTION CONTROL | LS | 1 | \$12,000.00 | \$12,000.00 |
| 3 | TRAFFIC CONTROL SYSTEM (INCLUDING CONSTRUCTION AREA SIGNS) | LS | 1 | \$5,000.00 | \$5,000.00 |
| 4 | CLEARING AND GRUBBING | LS | 1 | \$15,000.00 | \$15,000.00 |
| 5 | WATER LINE REMOVAL/ABANDONMENT | LS | 1 | \$30,000.00 | \$30,000.00 |
| 6 | WATER MAIN CONNECTION | EA | 3 | \$5,000.00 | \$15,000.00 |
| 7 | 2" AIR VALVE PER EMWD STD DWG B-367 | EA | 1 | \$3,000.00 | \$3,000.00 |
| 8 | REMOVE 6" BFV | EA | 1 | \$250.00 | \$250.00 |
| 9 | REMOVE 8" BFV | EA | 1 | \$250.00 | \$250.00 |
| 10 | REMOVE 12" BFV | EA | 2 | \$300.00 | \$600.00 |
| 11 | REMOVE 24" BFV | EA | 1 | \$350.00 | \$350.00 |
| 12 | REMOVE 30" BFV | EA | 3 | \$400.00 | \$1,200.00 |
| 13 | REMOVE 36" BFV | EA | 3 | \$450.00 | \$1,350.00 |
| 14 | REMOVE 30"X12" TEE | EA | 1 | \$200.00 | \$200.00 |
| 15 | REMOVE 36"X30" REDUCER | EA | 1 | \$200.00 | \$200.00 |
| 16 | REMOVE 30"X24" REDUCER | EA | 1 | \$200.00 | \$200.00 |
| 17 | REMOVE 2" WATERLINE | LF | 54 | \$10.00 | \$540.00 |
| 18 | REMOVE 8" WATERLINE | LF | 62 | \$20.00 | \$1,240.00 |
| 19 | REMOVE 12" WATERLINE | LF | 66 | \$30.00 | \$1,980.00 |
| 20 | REMOVE 24" WATERLINE | LF | 200 | \$40.00 | \$8,000.00 |
| 21 | REMOVE 30" WATERLINE | LF | 40 | \$40.00 | \$1,600.00 |
| 22 | REMOVE 36" STEEL CASING | LF | 100 | \$40.00 | \$4,000.00 |
| 23 | REMOVE 6" ACRF METER | EA | 2 | \$500.00 | \$1,000.00 |
| 24 | REMOVE EXISTING FIRE HYDRANT OR BLOW OUT | EA | 3 | \$500.00 | \$1,500.00 |
| 25 | ABANDON 6" SADDLE OUTLET PER B-271 | EA | 1 | \$150.00 | \$150.00 |
| 26 | ABANDON 8" SADDLE OUTLET PER B-271 | EA | 1 | \$200.00 | \$200.00 |
| 27 | FENCE, (TYPE BW 5- STRAIND WITH METAL POST) | LF | 2,610 | \$10.00 | \$26,100.00 |
| 28 | 6" SADDLE OUTLET PER EMWD STD B-271 | EA | 5 | \$500.00 | \$2,500.00 |
| 29 | 8" SADDLE OUTLET PER EMWD STD B-271 | EA | 1 | \$500.00 | \$500.00 |
| 30 | 6" FIRE HYDRANT PER EMWD STD 362 | EA | 2 | \$3,000.00 | \$6,000.00 |
| 31 | JACKING PORTAL | EA | 2 | \$1,000.00 | \$2,000.00 |

Attachment to Utility Agreement no. 21516
EASTERN MUNICIPAL WATER DISTRICT
ENGINEER'S ESTIMATE
ALONG SR-79 FROM CRAIG RD TO HOLLAND RD

4/14/2011

| | | | | | |
|--|--|----|-------|--------------|--------------------|
| 32 | TELEMETERY TERMINAL PER EMWD STD B-533 & B-660 | EA | 2 | \$2,000.00 | \$4,000.00 |
| 33 | MANWAY SEE SHEET 5 | EA | 3 | \$1,000.00 | \$3,000.00 |
| 34 | BLOW OFF PER EMWD STD B-351 | EA | 1 | \$2,500.00 | \$2,500.00 |
| 35 | 8"x8" TEE | EA | 2 | \$100.00 | \$200.00 |
| 36 | 36"x36" TEE | EA | 1 | \$300.00 | \$300.00 |
| 37 | CONSTRUCT 48" CASING (OPTIONAL NON-METALIC) PER EMWD STD DWG B-575 | LF | 162 | \$550.00 | \$89,100.00 |
| 38 | 2" COPPER WATER SERVICE CONNECTION PER EMWD STD. DWG. NO. B-344 | EA | 1 | \$1,500.00 | \$1,500.00 |
| 39 | 6" DOUBLE CHECK DETECTOR & REDUCED PRESSURE DETECTOR ASSY'S B-657 | EA | 1 | \$9,000.00 | \$9,000.00 |
| 40 | 8" DOUBLE CHECK DETECTOR & REDUCED PRESSURE DETECTOR ASSY'S B-657 | EA | 2 | \$10,000.00 | \$20,000.00 |
| 41 | 2" REDUCED PRESSURE BACKFLOW DEVICE PER EMWD DWG B-597 | EA | 1 | \$850.00 | \$850.00 |
| 42 | 6" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255 | EA | 5 | \$1,000.00 | \$5,000.00 |
| 43 | 8" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255 | EA | 1 | \$1,200.00 | \$1,200.00 |
| 44 | 12" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255 | EA | 1 | \$1,750.00 | \$1,750.00 |
| 45 | 30" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255 | EA | 3 | \$5,000.00 | \$15,000.00 |
| 46 | 36" GATE VALVE AND VALVE WELL PER EMWD STD. DWG. NO. B-255 | EA | 3 | \$6,000.00 | \$18,000.00 |
| 47 | 30" CEMENT MOTOR LINED AND COATED (CML&C) STEEL PIPE | LF | 1,696 | \$280.00 | \$474,880.00 |
| 48 | 6" WATERLINE | LF | 121 | \$100.00 | \$12,100.00 |
| 49 | 36" CEMENT MOTOR LINED AND COATED (CML&C) STEEL PIPE | LF | 80 | \$325.00 | \$26,000.00 |
| 50 | 36" CEMENT MOTOR LINED AND COATED (CML&C) STEEL PIPE (EMWD SUPPLIED) | LF | 1,000 | \$205.00 | \$205,000.00 |
| 51 | CATHODIC TEST STATION | EA | 3 | \$3,000.00 | \$9,000.00 |
| 52 | 30" BLIND FLANGE | EA | 2 | \$300.00 | \$600.00 |
| 53 | 36" BLIND FLANGE | EA | 1 | \$400.00 | \$400.00 |
| 54 | MOBILIZATION (+/-10% OF SUBTOTAL) | LS | 1 | \$104,289.00 | \$104,289.00 |
| SUBTOTAL | | | | | \$1,147,579 |
| CONTINGENCY 10.0% | | | | | \$114,758 |
| 1,000 LF OF 36" CML&C (EMWD Supplied) | | | | | \$71,340.00 |
| TOTAL PROJECT COST | | | | | \$1,333,677 |
| Betterment: | | | | | \$0 |
| Salvage: | | | | | \$0 |
| Depreciation Credit: | | | | | \$0 |
| BUDGET PURPOSE (CALL) | | | | | \$1,340,000 |

NOTICE TO OWNER

Number 21516

| District | County | Route | Post Mile | E.A. |
|----------------------|-----------|--|-------------|-------|
| 08 | Riverside | 79 | R19.7/R25.5 | 46461 |
| Federal Aid No.: N/A | | | | |
| Owners File: 412686 | | | | |
| Date: March 18, 2011 | | Freeway: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |

To: **Eastern Municipal Water District**
2270 Trumble Road
Perris, CA 92572

Attention: Sia Azimie, Project Manager
(951) 928-3777 Ext 4439

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

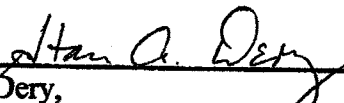
Which affects your facilities: 30" water pipeline and associated equipment located within the projects limits.

You are hereby ordered to: relocate your existing conflicting facilities in accordance with the Owner's attached plan, work order no. 412686, dated February 8, 2011.

Your work schedule shall be as follows: in coordination with the County's construction contract. The relocation is necessary during construction; start date July 1, 2011, The County will contact Owner 2 days prior to construction date.

Notify: Stan Dery, County of Riverside Transportation Department 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

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

Attachments