

**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 <input type="checkbox"/>
There are no General Funds 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 Ashley, 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: November 8, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.

District: 1

Agenda Number:

3.23

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

Dep't Recomm.: ☐ Policy ☒ Policy
Per Exec. Ofc.: ☐ Policy ☒ Policy

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.

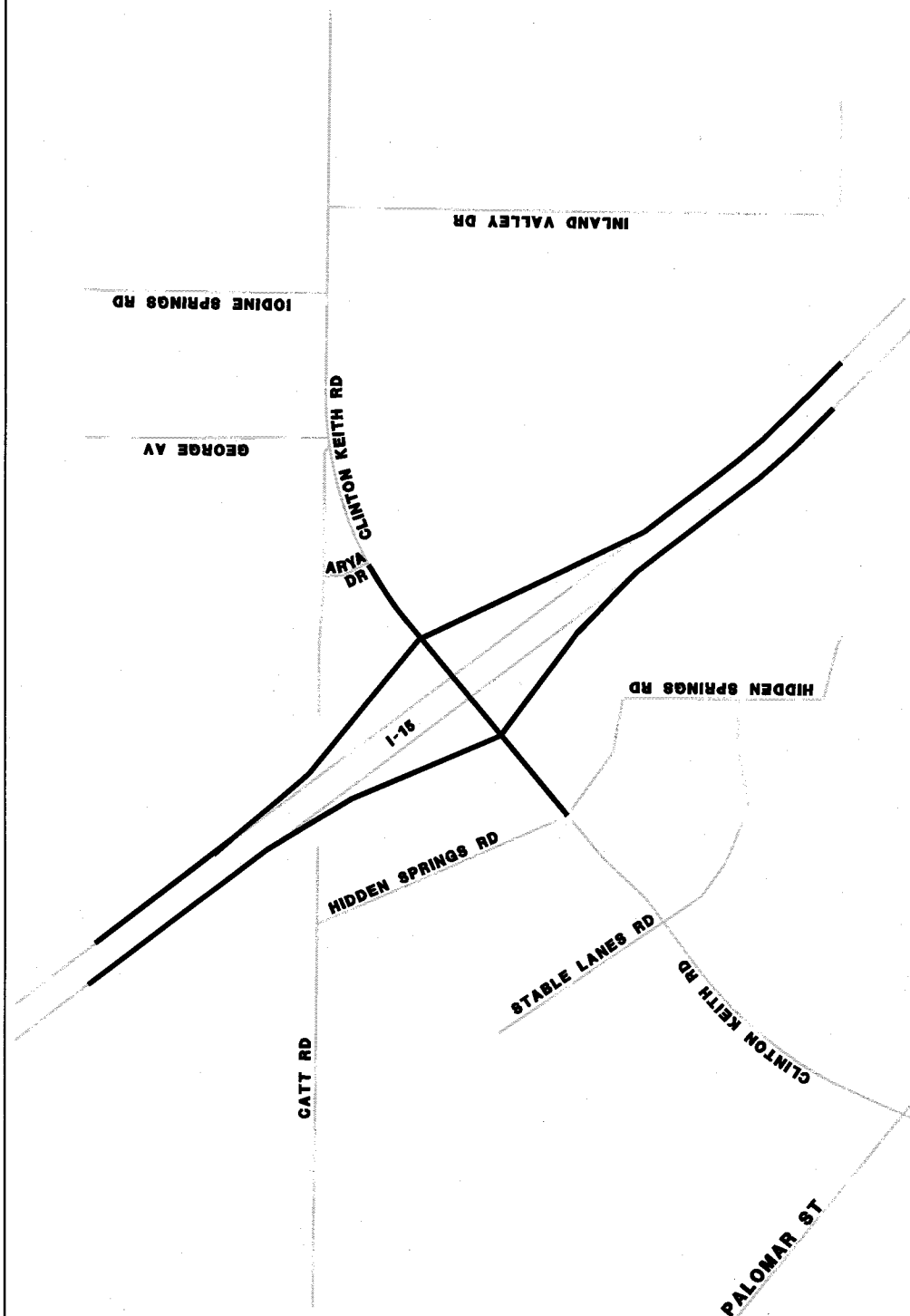
Project no. A2-0264

URS

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.

2 FINANCIAL PARTICIPATION

The total estimated cost for the construction of the new The Gas Company facilities is \$89,000. It is mutually understood that this estimate does not include costs for construction inspection by The Gas Company's inspector, or incidental costs.

In the event that changes made during construction require additional work to be performed, that additional work shall be financed by The Gas Company.

Improvements to The Gas Company facilities, which The Gas Company has requested to be included in County's construction contract as described in Exhibit "A", will be constructed at the sole expense of The Gas Company, including contract administration expenses as described in Section 6 below.

County has requested its construction contractor to provide an estimated cost through the Contract Change Order procedures. Which is documented in Exhibit "A". Any changes to the estimated cost shall be submitted to The Gas Company for written approval.

If the Gas Company provides written approval of the Contract Change Order to install the Gas Company's facilities, the Gas Company shall deposit with the County the amount of fifty percent (50% of the total costs, as itemized in Attachment "A", not later than 30 days after said approval by the Gas Company.

Upon completion of all project work, County shall calculate all final costs incurred to the project and shall submit to The Gas Company a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by The Gas Company, and the total sum remaining due from The Gas Company, if any. Any sum remaining unpaid shall be paid by The Gas Company within sixty (60) calendar days from the date of submission of final statement by County. Any amounts due The Gas Company shall be paid by County within sixty (60) calendar days from date of the final statement.

If the total project costs exceed the estimated total project cost, as shown on Exhibit "A", by an amount greater than 25%, an amendment to this agreement shall be executed by both parties.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

The Gas Company shall prepare detailed construction plans, specifications and cost estimate for that portion of the construction project involving new construction of The Gas Company's facilities. County shall

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

contractor shall conform to The Gas Company's approved material list. Any and all deviations from said plans and specifications must be approved by The Gas Company, in writing, prior to being made. Change orders involving The Gas Company's facilities will not be implemented by County without The Gas Company's prior written approval. However, The Gas Company agrees that County's Engineer may order additional work, in advance of receipt of written authorization from The Gas Company, if the Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either County or The Gas Company. County's Engineer shall endeavor to obtain prior verbal approval prior to ordering such urgently needed additional work. County's Engineer shall notify The Gas Company immediately after ordering urgently needed additional work.

The Gas Company shall be responsible to inspect the furnishing and installation of all of The Gas Company facilities and the performance of the involved work by County's contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's resident engineer. It is specifically understood that The Gas Company's inspection personnel shall have the authority, through the County's Resident Engineer, to enforce The Gas Company's construction plans and specifications for the involved facilities. County's Engineer shall enforce the contract provisions which shall require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's contractor without cost to The Gas Company. County will not provide inspection to Owner's Improvements except as it may affect construction of Project.

All inspection costs incurred by The Gas Company will be solely financed by The Gas Company in accord with Section 2. above. Contract administration costs attributable to The Gas Company facilities shall be borne in accordance with Section 2., and shall be a fixed amount of \$5,000.00. Administrative costs shall include costs for coordination, negotiation and execution of a Contract Change Order to add the work into the County's construction contract, administration of contract, and other tasks associated with the administration of improvements of The Gas Company. County and The Gas Company agree that the estimate for administrative costs shall be the final costs, and that an actual accounting of costs would be burdensome.

Said contract administration costs do not include negotiations for subsequent contract change orders and claims resolution, which costs shall be borne separately by The Gas Company.

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

obligations hereunder shall be satisfied when The Gas Company has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe The Gas Company's obligations to indemnify and hold harmless the County.

8. COUNTY TO PROVIDE INSURANCE

For the period during which County or its contractor(s) controls the job site, County will provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering The Gas Company's officers, employees and agents as additional insured.

9. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

10. NOTICES

Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1st Class postage prepaid and addressed as follows:

COUNTY OF RIVERSIDE
Transportation Department
P.O. Box 1090
Riverside, CA 92502
Attn: Juan C. Perez, Director

The Gas Company
Technical Services Department
1981 Lugonia Avenue
Redlands, CA 92374-9796
Attn: Cody Quezada

Notice shall be deemed given 3 days after deposit is in the mail.

11. EFFECTIVE DATE


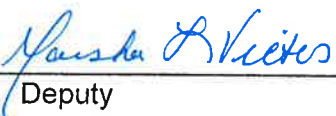


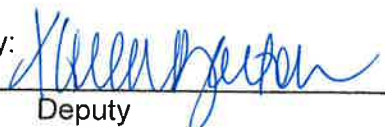
This Agreement shall become effective upon acceptance hereof by the County and The Gas Company and by execution by their respective authorized representatives.


12. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written agreement executed by all parties. This Agreement may

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> _____ 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 _____ Deputy</p>	<p>By:  _____ Chairperson, BOB BUSTER Board of Supervisors</p> <p>ATTEST:  _____ Clerk of the Board</p> <p>By:  _____ Deputy</p>

<p>ATTEST:</p> <p>By:</p> <p>Board Secretary</p>	<p>Southern California Gas Company</p> <p>By:</p> <p>Cody Quezada Planning Project Manager</p>  <p>06-01-11</p>
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