

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

901



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 1, 2012

SUBJECT: Utility Agreement with Western Municipal Water District (WMWD) for the Relocation of Water Pipeline Facilities, at Interstate 215 and Van Buren Boulevard, March Air Reserve Base area.

RECOMMENDED MOTION: That the Board:

1. Approve the submitted Utility Agreement between the County of Riverside and the Western Municipal Water District for the relocation of 12" water pipeline which is in conflict with the planned interchange improvements on Interstate 215 and Van Buren Boulevard, 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:mk
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 128,155	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: March Joint Powers Authority (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 Tavaglione, seconded by Supervisor Ashley 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: March 13, 2012
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
BY:
Deputy

Prev. Agn. Ref. 12/20/11, Item 3.26 | **District:** 1/1&5/5 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.42

FORM APPROVED COUNTY COUNSEL
 BY:
 MARSHAL VICTOR
 DATE: 2/15/12
 Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Utility Agreement with Western Municipal Water District (WMWD) for the Relocation of Water Pipeline Facilities, at Interstate 215 and Van Buren Boulevard, March Air Reserve Base area.

March 1, 2012

Page 2 of 2

BACKGROUND: The interchange improvement project at Interstate 215 and Van Buren Boulevard is anticipated to begin during the summer of 2012.

The planned interchange improvements consist of widening and realigning of the on and off ramps, a new 4 lane Van Buren Boulevard overcrossing with 4 through lanes and 2 turn pockets, traffic signals, and lighting.

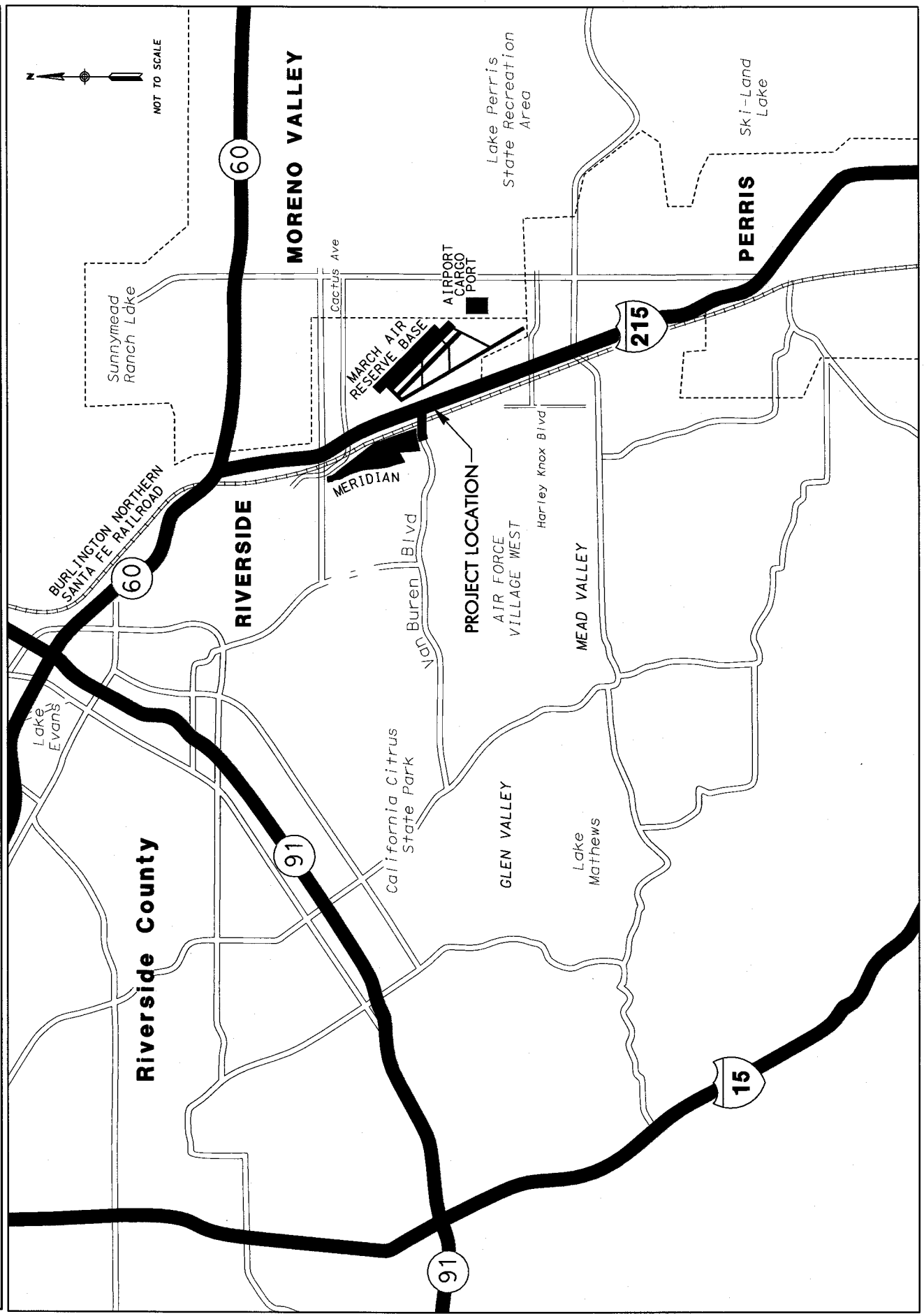
The submitted agreement provides for the relocation of one 12" inch water pipeline, owned by Western Municipal Water District (WMWD), along Van Buren Boulevard, within the limits of the project. The work will be performed by the County's contractor, in accordance with the plans prepared by the County's engineer. All costs are to be borne by the County, inasmuch as WMWD 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.

The utility agreements set the terms of funding of relocation costs by the County to the utility companies. The relocation expense is estimated to be \$128,155.

Project no. B7-0798

I-215 at Van Buren Boulevard Interchange Improvements



VICINITY MAP

DISTRICT 08	COUNTY RIV	ROUTE 215	POST MILE R32.3/35.9	E.A. 0E5201
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER Van Buren/215 Pipeline Relocation		FACILITIES: 12" Water Pipeline
FEDERAL PARTICIPATION				
On the Project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			On the Utilities <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
UTILITY AGREEMENT NO. <u>UT-08- 22428</u>			DATE: <u>September 6, 2011</u>	

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the I-215 and Van Buren Boulevard area of Riverside County. The planned improvements are to modify the interchanges and install additional on/off ramps within the I-215 and Van Buren Boulevard, hereinafter referred to as "PROJECT", as a cooperative project between COUNTY 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 the PROJECT, under the terms of a cooperative agreement between COUNTY, with oversight provided to COUNTY by the STATE.

Western Municipal Water District

Hereinafter called "OWNER," owns and maintains water and sewer lines located within the project area. The water pipeline facilities within the limits of COUNTY'S project require 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. 22428 dated September 6, 2011, which is attached and made a part hereto, COUNTY shall relocate OWNER's 12" water pipeline as shown on COUNTY's contract plans for the improvement of Stat Route 215, EA5201 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 COUNTY'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 COUNTY'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. OWNER shall have the right to inspect the work during construction. Upon completion of the work by COUNTY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to COUNTY ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

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 COUNTY expense.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by COUNTY, as described in Section 1 above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to COUNTY's Resident Engineer for their evaluation and final disposition.

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 authorization 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 COUNTY's contractor is a public work under the definition of Labor Code Section 1720 (a) and is, therefore, subject to prevailing wage requirements. COUNTY 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 the OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission, Communications Commission, which ever is applicable.

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 "used life" or accrued depreciation of the replaced facilities and for 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 bills which exceed the amount of this Agreement may be made after receipt and approval by COUNTY of documentation supporting the costs 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 Agreements, if 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/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 March 2, 2010 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.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

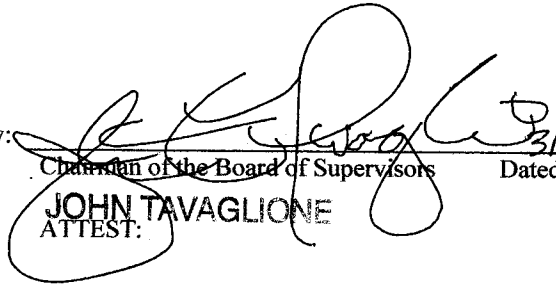
THE ESTIMATED COST TO THE COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$128,155.00.


SIGNATURES ON FOLLOWING PAGE


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

COUNTY OF RIVERSIDE:


WESTERN MUNICIPAL WATER
DISTRICT:

By:  3/13/12 Dated
Chairman of the Board of Supervisors
JOHN TAVAGLIONE
ATTEST:

By:  12-1-11 Dated
ATTEST:

By:  2/15/12 Dated
APPROVED AS TO FORM: Dated

ATTEST:
KECIA HARPER-IHEM, Clerk

By:  DEPUTY Dated

By: _____ Dated

Western Municipal Water District Cost Estimate Approval

Below is the engineers estimated cost of the proposed facilities for the Western Municipal Water District's (WMWD) relocated and proposed facilities for the I-215/Van Buren Interchange Project. I Joseph J. Bernick with the Authority of WMMD have reviewed and approved this cost estimate.



ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
10	66231	WMWD Service Agreement	LS	1	\$30,000	\$30,000.00
26	150230A	ABANDON WATER FACILITY	LF	650	\$29	\$18,850.00
66	208740	12" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF	554	\$30	\$16,620.00
152	760081A	12" POLYVINYL CHLORIDE WATER MAIN	LF	650	\$113	\$73,450.00
Total Estimated Costs						\$138,920.00
Less Depreciation						-\$10,765.00
Less Salvage						\$0.00
Less Betterment						\$0.00
Total Cost to the County of Riverside						\$128,155.00

Western Municipal Water District Facilities Cost Estimate from the I-215/Van Buren Blvd-Engineer's Estimate Date: 8/22/2011

COUNTY OF RIVERSIDE
NOTICE TO OWNER

NOTICE TO OWNER

Number 22428

Dist.	County	Route	KP(PM)	E.A.
08	Riverside	215	R32.3/35.9	0E5201
Federal Aid No. N/A				
Owners File: I-215/Van Buren				
Date: September 6, 2011		Freeway: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

To: Western Municipal Water District
450 E. Alessandro Boulevard
Riverside, CA 92508

Attention: Sonia Huff
Phone: (951) 789-5022

Because of the highway construction project: at Interstate 215 (I-215) interchange and Van Buren on/off ramp modifications.

Which affects your facilities: 12" domestic water pipeline within the project limits.

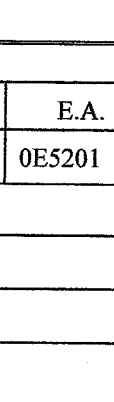
You are hereby ordered to: provide engineering support and cooperation to relocate your water pipeline facilities as shown on the County's relocations plans prepared by the County's engineer Jason Valencia, Kimley Horn and Associates.

STORM WATER AND NON-STORM WATER: In accordance with State & Federal law, work on State highways requires compliance with applicable regulations contained the Department's Encroachment Permit, Encroachment Permit Manual, and Federal, State and local requirements and regulations, including, but to limited to National Pollutant Discharge Elimination System (NPDES), and State Water Resources Control Board (SWRCB). Compliance shall include, where required, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP) or Water Pollution Control Program (WPCP), and the approval of same by the appropriate review authority before any work shall start. Contact Department's District Encroachment Permit section for guidance on required advance lead times for such review & approval. Copies of the regulations may also be reviewed at the Caltrans Construction website <http://dot.ca.gov/hq/construc/stormwater1.htm>.

Your work schedule shall be as follows: construction of utility relocations will be done by the project contractor. The Contractor will notify you 30 days prior to beginning work.

Notification: will be made by the County's Contractor or Construction Manger to the District's inspector 30 to a maximum 90 calendar days prior to the anticipated commencement date for the work.

Liability for the cost of the work is: existing facilities described above will be relocated at 100% County's expense in accordance with the provisions of Section (702) (703) of the Streets and Highways Code.



Stan Dery,
Technical Engineering Unit Supervisor