

FORM APPROVED COUNTY COUNSEL  
 BY: *MS Victor* 5/7/13  
 DATE: MARSHAL VICTOR

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

603A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
 April 25, 2013

**SUBJECT:** Utility Agreement with Jurupa Community Services District (JCSD) for the Relocation of Sewer Facilities, Clay Street Grade Separation Project, General Drive to Linares Avenue, City of Jurupa Valley

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the submitted Utility Agreement between the County of Riverside (County) and JCSD for the relocation of sewer facilities, which are in conflict with the planned railroad grade separation improvement project at the Clay Street and Union Pacific Railroad (UPRR) crossing in the City of Jurupa Valley, 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 and Land Management

JP:mk  
 (Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,900,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

<b>SOURCE OF FUNDS:</b> CMAQ 100% (Federal Congestion Mitigation and Air Quality funds) There are no General Funds used in this project.	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Tina Grande*  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: May 21, 2013  
 xc: Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

Prev. Agn. Ref. | District: 2/2 | Agenda Number:

3-18

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Utility Agreement with Jurupa Community Services District (JCSD) for the Relocation of Sewer Facilities, Clay Street Grade Separation Project, General Drive to Linares Avenue, City of Jurupa Valley

April 25, 2013

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**BACKGROUND:** The Clay Street Railroad Grade Separation Improvement Project is anticipated to begin in the first quarter of 2014.

The railroad grade separation project will lower Clay Street under UPRR tracks and construct the bridge structure that will support the railroad tracks and will include associated improvements. This project will improve motorist safety by separating vehicle traffic from rail traffic.

The submitted agreement provides for the relocation of an 18" sewer line and lift station owned by JCSD and located within the limits of the project. The work will be performed by JCSD in accordance with plans prepared by JCSD's engineer. Most of the costs are to be borne by the County, inasmuch as JCSD has superior property rights to the majority of the conflicting facilities.

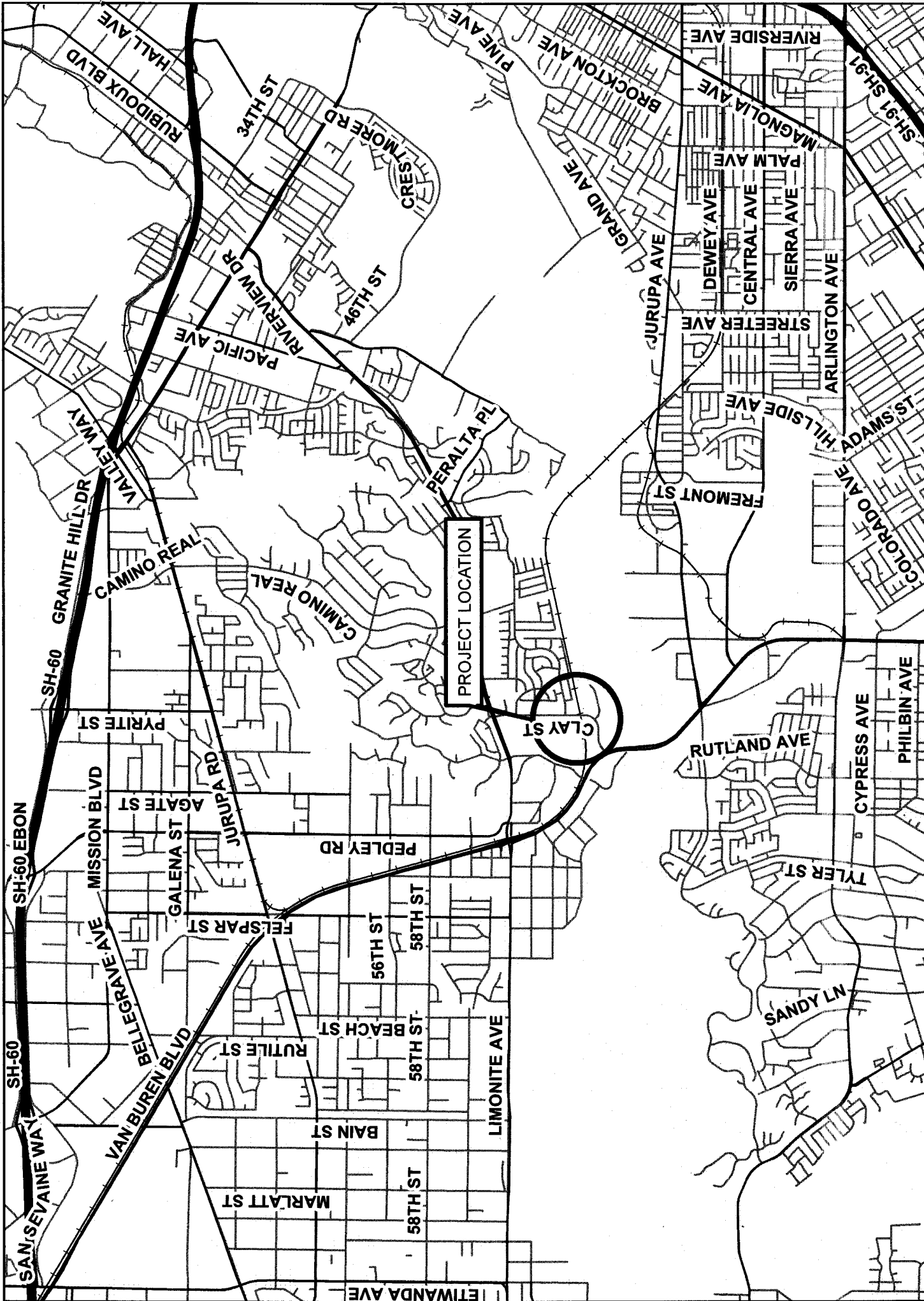
The Transportation Department has prepared the submitted agreement in accordance with state and federal requirements. The County is acting as an agent to the City of Jurupa Valley on this project. The agreement is consistent with the project requirements and has been reviewed and approved by County Counsel.

The County has secured federal funding from the Federal Highway Administration for the project and will utilize those funds for the County's portion of the costs for the relocation of the conflicting sewer facilities. The County's sewer relocation expense is estimated to be \$1,900,000.00.

Project No. B7-0753

CLAY STREET VICINITY MAP

0 2,050 4,100 8,200 Feet  
1 inch = 4,000 feet



**UTILITY AGREEMENT  
Clay Street Grade Separation  
at Union Pacific Railroad Crossing  
Within the City of Jurupa Valley, CA  
Sewer Line Relocations**

This agreement (hereinafter referred to as "AGREEMENT") is made and entered into this 21<sup>st</sup> day of May, 2013, by and between the County of Riverside, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the Jurupa Community Services District, a public agency (hereinafter referred to as "OWNER").

**RECITALS:**

**WHEREAS**, COUNTY desires to construct a railroad grade separation including street realignment and reconstruction, drainage and bridge improvements on Clay Street from General Drive to Linares Avenue, within the City of Jurupa Valley; and

**WHEREAS**, Sewer line facilities owned by OWNER, as identified, are in direct conflict with the proposed public works improvements; and

**WHEREAS**, it has been determined that OWNER has prior property rights that are superior to those of the COUNTY's, with respect to the sewer line that requires sewer line relocation; and

**WHEREAS**, COUNTY has secured Federal funding from the Federal Highway Administration (hereinafter referred to as FHWA) for funding of PROJECT and desires to utilize said funds for the COUNTY's portion of the costs for the relocation of the conflicting sewer facilities, and

**WHEREAS**, there are certain procedures that must be complied with and requirements that must be met for the use of Federal funding of utility relocations.

**NOW, THEREFORE**, the parties hereby agree as follows:

**COOPERATIVE AGREEMENT**

Page 1 of 8

MAY 21 2013 3-18

1. **Recitals:**

The above recitals are true and correct.

2. **Lead Agency:**

COUNTY shall be the lead agency for the PROJECT. OWNER shall perform the work of relocating conflicting facilities, as further described herein.

3. **Work Performed by OWNER per OWNER's Plan:**

In accordance with Notice to OWNER dated May 2, 2013, OWNER shall relocate conflicting underground sewer line within Clay Street. All work shall be performed substantially in accordance with OWNER's Project No.3341 dated March 28, 2013 consisting of fifty-three (53) sheets, a copy of which is on file in the Transportation Department at 4080 Lemon Street, 8<sup>th</sup> floor, Riverside, Ca., 92501.

Deviations from the OWNER's 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 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 receipt 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."

4. **COUNTY's Expense:**

Existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at COUNTY'S expense.

5. **Estimate of Costs:**

The total estimated cost for the relocation of conflicting sewer facilities described in Section3 above is \$1,900,000.00 as shown on Exhibit "A", made a part hereof. COUNTY shall reimburse OWNER 100% of actual costs.

6. **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.

OWNER agrees to comply and to require its contractors to comply with the "Buy America" requirements set forth in the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), 23 U.S.C.313 and C.F.R. Part 635.410, which are incorporated into this Agreement by reference, and which require that all steel and iron products, and their coatings, used in FHWA-funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver.

OWNER shall indemnify and defend COUNTY for any claims or liability arising out of the OWNER's failure to comply with the "Buy America" requirement.

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.

7. **Payment for Work:**

The COUNTY shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual 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 principles.

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 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 the 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 180 days after the completion of the work described in Section 3 above. If the COUNTY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section 3 of this Agreement, and COUNTY has delivered to OWNER fully executed easement Deeds, Consents to Common Use or Joint Use Agreements 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.

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 OWNER's actual costs of this Agreement without documentation of the reason for the increase of said cost from the OWNER. 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 3, a copy of said revised Notice to Owner shall suffice as documentation.

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 result of deviations from the work described in Section 3 of this Agreement shall have the prior concurrence of the 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 COUNTY and/or Federal auditors. OWNER agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31 et seq. 23 CFR, Chapter 1, Part 645. If a subsequent COUNTY and/or Federal audit determines payments be unallowable, OWNER agrees to reimburse COUNTY upon receipt of COUNTY billing. by the COUNTY and/or Federal Auditors.

All costs accrued by OWNER as a result of COUNTY's request of May 25, 2012 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. This Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

**8. Encroachment Permits:**

COUNTY shall cause encroachment permits to be issued to OWNER as needed for construction of Sewer line relocations at no cost to OWNER

**9. Successors and assigns:**

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

**10 Notice of Completion:**

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



11. **Federal Aid Clause:**

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

12. **Notices:**

Any notice authorized or required to be given by this AGREEMENT or proceedings related hereto shall be deemed to have been sufficiently given if and when sent by first class mail, postage prepaid, to the parties as follows:

To COUNTY:

COUNTY OF RIVERSIDE

Transportation Department

4080 Lemon Street, 8<sup>th</sup> floor

P.O. Box 1090

Riverside, Ca. 92502-1090

Attn: Stan Dery

To OWNER:

Jurupa Community Services District

11201 Harrel Street

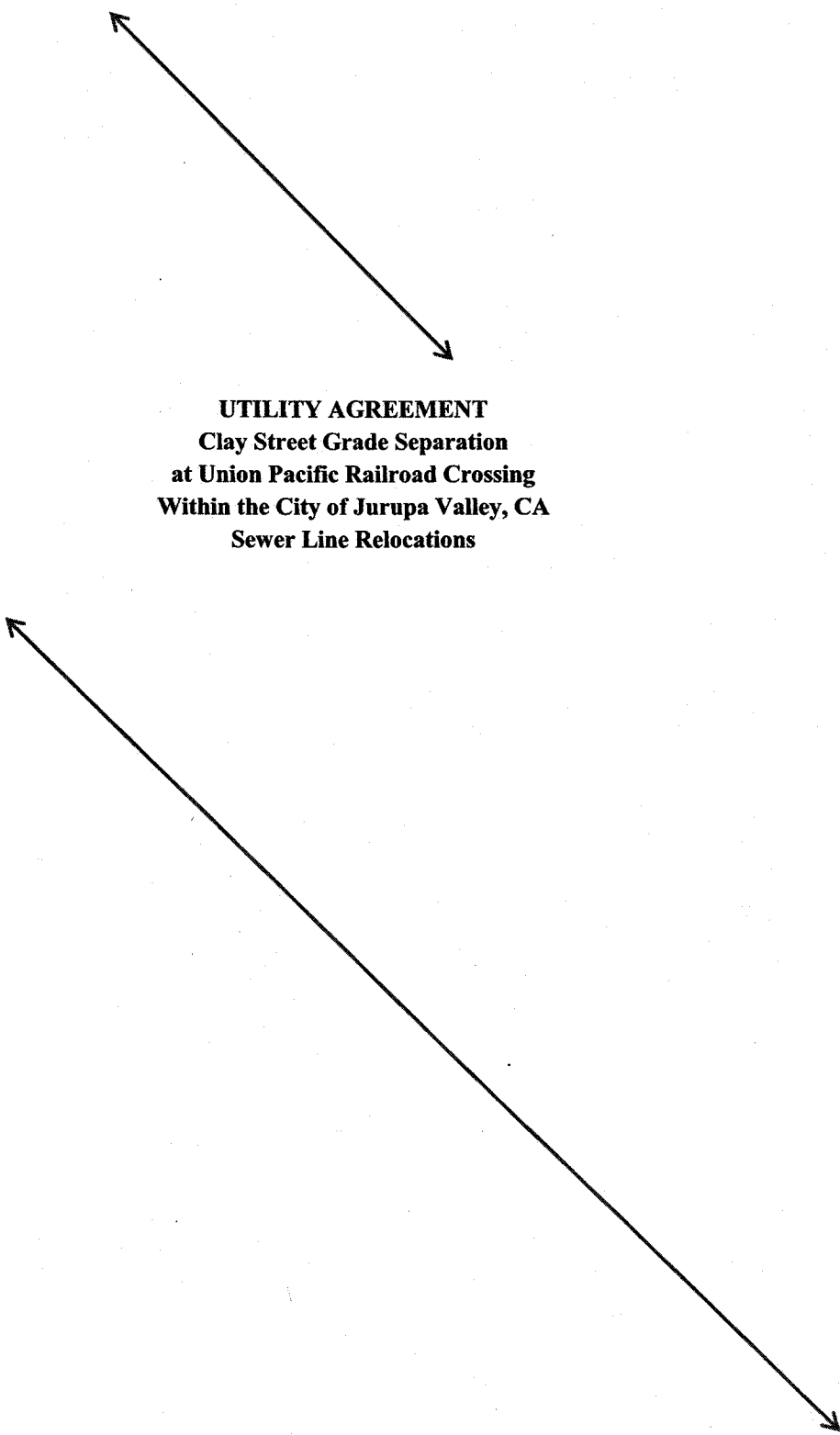
Jurupa Valley, Ca. 91752

Attn: Robert Tock

This AGREEMENT contains the entire agreement between the parties with respect to the matters herein provided for and may 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.

**Signatures on Following Page**



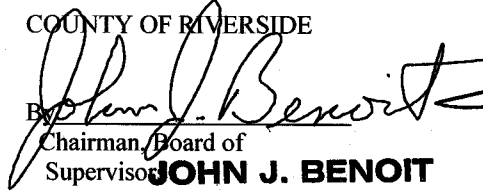
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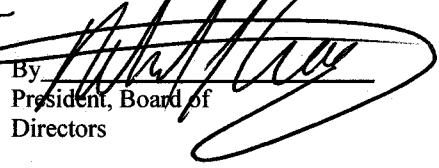
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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date indicated above.

COUNTY OF RIVERSIDE

Jurupa Community Services District

By   
Chairman, Board of Supervisors **JOHN J. BENOIT**

By   
President, Board of Directors

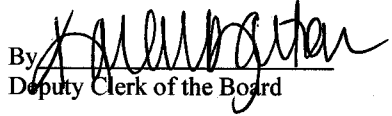
Dated MAY 21 2013

Dated March 25, 2013

ATTEST:

ATTEST:

Kecia Harper - Ithem  
Clerk of the Board

By   
Deputy Clerk of the Board


By   
**Julie B. Saba, Board Secretary**

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Pamela Walls  
County Counsel

Michael Riddell  
General Counsel

By  5/7/13  
Deputy County Counsel  
*Clay St Grade Separation*

CLAY STREET GRADE SEPARATION  
 SUMMARY OF WATER AND SEWER RELOCATION COSTS

[DPN 3341]

<b>Water Facilities</b>			
W1 - Permanent Relocation by JCSD prior to Grading (2,000 LF)	County	\$330,000	\$0
W2 - Permanent Relocation by County during Grading (700 LF)	County	\$140,000	\$0
W3 - Additional Pipeline Replacement by JCSD prior to Grading (1,800 LF)	County	\$280,000	\$0
W4 - Temporary Bypass (Lump Sum)	County	\$20,000	\$0
<b>Water Facilities Subtotal</b>		<b>\$770,000</b>	<b>\$0</b>
<b>Sewer Facilities</b>			
S1 - 18" Diameter Force Main Relocation by JCSD prior to Grading (1,800 LF)	JCSD		\$420,000
S2 - Clay Street Lift Station Relocation prior to Grading (Lump Sum)	JCSD		\$1,120,000
S3 - Gravity Sewer Manhole Adjustment to Grade (Lump Sum)	County	\$10,000	
S4 - 10" Diameter Force Main Relocation by JCSD prior to Grading (1,350 LF)	County	\$110,000	

<sup>1)</sup> Project Cost includes: construction costs, construction contingencies, design engineering including plans and specifications; design and construction surveying and mapping; geotechnical evaluation and report; engineering contract administration; field inspection and basic environmental documentation. Escalation, financing ,interest during construction, legal, land, R-O-W agent, and environmental impact report costs are not included.