

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

404 A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
February 13, 2014

**SUBJECT:** Cooperative Funding Agreement with the Home Gardens Sanitary District, Magnolia Avenue Grade Separation Project, Home Gardens Area. 2<sup>nd</sup>/2<sup>nd</sup> District. [\$97,998]; 100% Home Gardens Sanitary District

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

1. Approve the Cooperative Funding Agreement between the County of Riverside and the Home Gardens Sanitary District titled "Letter Agreement, Sewer Relocation of Conflicting Utility Facilities, County of Riverside Public Works Project, Magnolia Avenue at BNSF Railway Grade Separation, Home Gardens Area," and
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

Departmental Concurrence

JCP:rc:ph

**Patricia Romo**  
Assistant Director of Transportation

*Patricia Romo*  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 97,998	\$ 0.00	\$ 97,998	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
<b>SOURCE OF FUNDS:</b> Home Gardens Sanitary District (100%)				<b>Budget Adjustment:</b> N/A	
				<b>For Fiscal Year:</b> 2013/2014	

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

APPROVE

BY *Tina Grande*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Stone 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: February 25, 2014  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: *Quillette*  
Deputy

Prev. Agn. Ref.: 02/28/06, Item 3-52,  
12/10/13, Item 3-34

District: 2/2

Agenda Number:

**3-37**

FOR APPROVED COUNTY COUNSEL  
DATE 2/14/14  
BY [Signature]

- A-30
- Positions Added
- Change Order
- 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Cooperative Funding Agreement with the Home Gardens Sanitary District, Magnolia Avenue Grade Separation Project, Home Gardens Area. 2<sup>nd</sup>/2<sup>nd</sup> District. [\$97,988]; 100% Home Gardens Sanitary District  
**DATE:** February 13, 2014  
**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

A grade separation project that will elevate Magnolia Avenue over the BNSF Railway mainline tracks was awarded for construction on December 10, 2013 (Agenda Item 3-34), including the items of work for the relocation of the sewer facilities owned by the Home Gardens Sanitary District (HGSD). Construction is anticipated to begin during the first quarter of 2014.

Sewer facilities that are owned by HGSD are in conflict with the project improvements. The cost to relocate the conflicting facilities was originally estimated to be \$38,826. On March 11, 2013, a letter agreement was submitted to HGSD in accordance with authority delegated to the Director of Transportation by Minute Order dated February 28, 2006 (Agenda Item 3-52), which authorizes the Director of Transportation to approve such letter agreements up to the amount of \$50,000. That agreement was executed by HGSD on April 1, 2013.

The low bid for the Magnolia Avenue Grade Separation Project included a bid amount of \$85,216 for the sewer relocation work. HGSD has approved this higher cost and requested that the County of Riverside (County) include Alternate Bid Schedule 1 in its construction contract, at the expense of HGSD.

The revised agreement amount is \$97,998, which includes administrative expenses and contingencies. Approval of the agreement in the higher amount by the Board of Supervisors (Board) is necessary inasmuch as the revised agreement amount exceeds the authority limit delegated to the Director of Transportation.

The agreement provides for the funding and implementation of HGSD work.

The Transportation Department recommends that the revised agreement be executed by the Board in order to provide for the best coordination of the utility-related work with the work included in the County's construction project. All costs under the agreement will be funded by HGSD.

HGSD has executed the submitted agreement. The agreement has been reviewed and approved by County Counsel.

**Impact on Residents and Businesses**

The railroad grade separation project includes the construction of a bridge structure to elevate Magnolia Avenue over the BNSF Railway tracks. The project will improve motorist safety by separating vehicle traffic from rail traffic.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

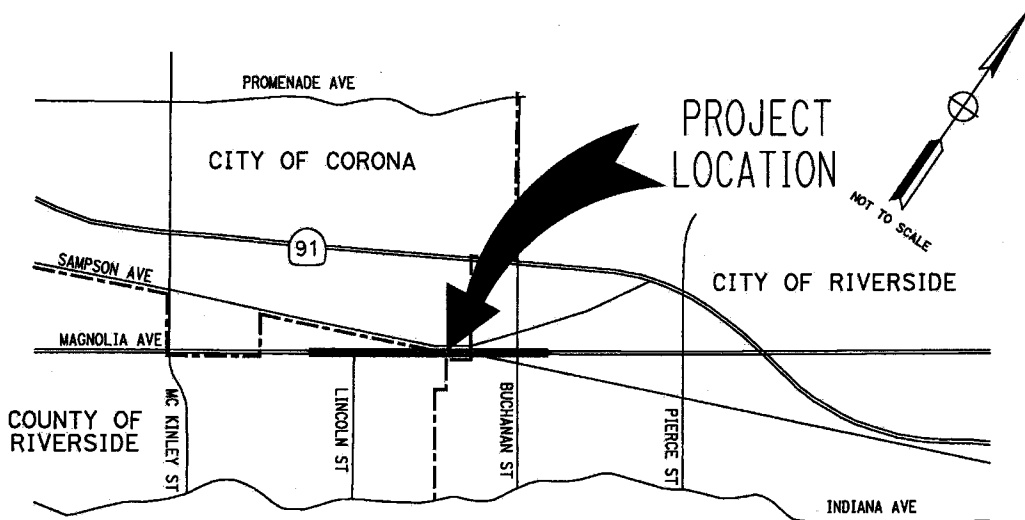
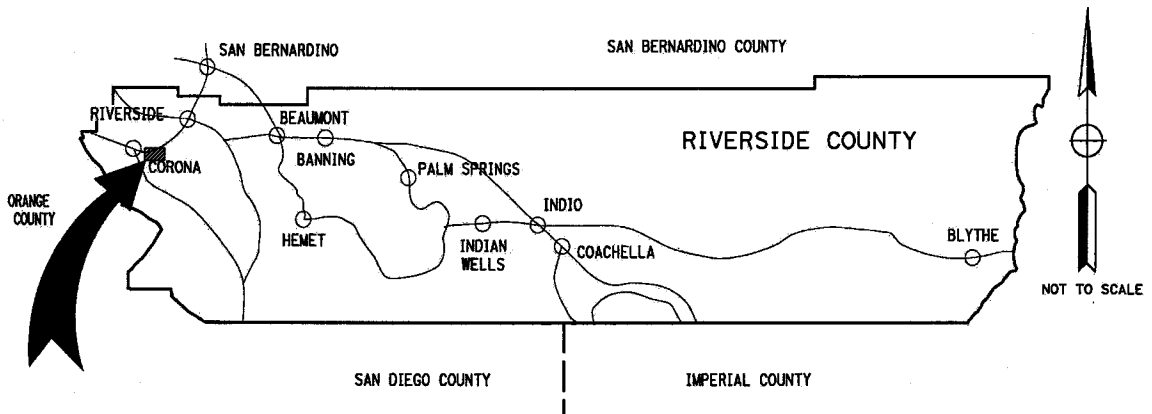
The conflicting sewer facilities will be relocated and fully funded by HGSD. The Magnolia Grade Separation Project was awarded to OHL USA, Inc. on December 10, 2013 in the amount of \$34,167,522.

**Contract History and Price Reasonableness**

N/A

**C O U N T Y   O F   R I V E R S I D E  
D E P A R T M E N T   O F   T R A N S P O R T A T I O N**

**MAGNOLIA AVENUE/BNSF GRADE SEPARATION  
FROM LINCOLN STREET TO EAST OF BUCHANAN STREET  
FEDERAL AID PROJECT No. (IF APPLICABLE)**

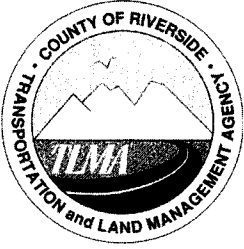


**VICINITY MAP**

PROJECT LENGTH - 0.73 MILES  
TOWNSHIP 38 RANGE 6W  
2011 THOMAS GUIDE PG 744, B-3

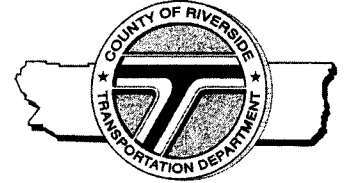
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT APPROVALS				APPROVED	
CE TAI TRAFFIC ENGINEER	DATE	PAUL RUSSELL HIGHWAY OPERATIONS	DATE	SCOTT STALEY PROJECT MANAGER	DATE
L WILLIAMS MENTAL	DATE	HUGH SMITH CONSTRUCTION INSPECTION	DATE	PATRICIA ROMO DEPUTY DIRECTOR	DATE
				KHALID NASIM ENGINEERING DIVISION MANAGER	DATE
				JUAN C. PEREZ DIRECTOR OF TRANSPORTATION	DATE

APPROVED BY: EDWARD NG  
PREPARED BY: AECOM  
901 VI  
ONTARIO



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

**Transportation Department**



*Juan C. Perez, P.E., T.E.*  
*Director of Transportation*

March 11, 2013

Janey Gress  
Home Gardens Sanitary District  
13538 Magnolia Avenue  
Corona, CA 92879-2032

**Re: Letter Agreement, Sewer relocation of conflicting utility facilities.  
County of Riverside Public Works Project,  
Magnolia Avenue at BNSF Grade Separation, Home Gardens area.  
Project No. B7-0784**

Dear Ms. Gress:

This letter describes the work to be done by the County of Riverside ("County") for the Home Gardens Sanitary District ("Owner") as part of the above referenced project.

The County of Riverside is preparing to advertise bids for a public works project to construct a Grade Separation at Magnolia Avenue and BNSF Rail Road crossing in the Home Gardens area, which will require the relocation of facilities owned by Owner; which work is the financial responsibility of Owner. As requested by Owner, the County has included the work of Owner, hereinafter "the Work", as an alternate schedule of work in County's project.

County and Owner agree that, if Owner approves the award of the Work as bid by the low responsible bidder for County's public works project, the Work shall be performed and financed as described herein. Owner agrees that, if award of the Work is not authorized, Owner shall perform work with its own or contract forces and this agreement shall be null and void

The following documents are attached to and made part of this letter agreement: Exhibit "A" and Exhibit "A-1" Description of Work and estimate of costs, consisting of three (3) pages, and Exhibit "B" Additional Terms, consisting of two (2) pages. Subsequent to the opening of bids, Exhibit "C" shall be created by the Transportation Department to document the prices as bid by the low bidder in the same format as the sample attached hereto. County and Owner agree that designated staff of County and Owner are authorized to execute and add Exhibit "C" to each duplicate original agreement. However, if the total estimated cost to owner under Exhibit "C" exceeds the total cost to owner under Exhibit "A" by more than 25%, Exhibit "C" shall be executed by the signatories to this letter agreement.


337 FEB 25 2014

Magnolia Ave Grade Separation  
Project No. B7-0784  
March 11, 2013  
Page 2 of 2

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Please sign below as accepted by Owner and return original to Stan Dery of the Transportation Department, who shall be the primary contact regarding this matter, and who may be reached at (951) 955-6785.

Sincerely,



Patricia Romo,  
Deputy Director of Transportation

Agreed to by Owner:

By: Janey Gress Dated: 4-1-2013  
Signature  
Name: Janey Gress  
(Print)  
Title: General Manager

FORM APPROVED COUNTY COUNSEL  
BY: M. Victor 3/26/13  
MARSHAL VICTOR DATE

## EXHIBIT "A"

This Exhibit is made part of the letter agreement dated March 11, 2013 between the County of Riverside "County" and the Home Gardens Sanitary District ("Owner") related to the public works project of County described as the Grade Separation at Magnolia Avenue and BNSF Rail Road crossing in the Home Gardens area, hereinafter "Project".

### DESCRIPTION OF WORK TO BE DONE FOR OWNER

Pursuant to a public works contract between County and its Contractor, County shall have its Contractor accomplish the following work ("the Work") as described in Exhibit "A-1".

### DESCRIPTION OF OWNER'S RESPONSIBILITIES:

Owner shall furnish County with plans, specifications, standards, estimates of quantities and costs, and shall provide other engineering support and documents as necessary for County to include the Work in County's bid documents. Owner shall comply with the terms of this agreement, and cooperate with County personnel as required to implement the Work.

ESTIMATED COST TO OWNER as described in Exhibit A-1:

The Work, as estimated in Exhibit "A-1":	\$ 38,826.80
Administrative Costs:	\$ 1,718.00
Total:	\$ 40,544.80

Administrative costs shall include costs for coordination, insertion of Owner's prepared plans, specifications and standards in County bid documents, bidding, preparation of contracts, administration of contract, and other tasks associated with the administration of the Work. County and Owner agree that administrative cost, as set forth herein, shall be final, and that an actual accounting of the costs would be burdensome. County and Owner further agree that administrative costs do not include negotiations for contract change orders and claims resolution, which costs shall be borne separately by Owner.

### PAYMENT TERMS

County and Owner agree that the costs described in this Exhibit "A" are estimates. Upon opening of bids, Owner shall advise County in writing if it chooses to approve the award of the Work as bid by the low responsible bidder. No financial obligation of Owner under this agreement is intended or implied until receipt of said final approval of award notice.

Subsequent to opening of bids, prices for work to be performed on behalf of Owner as bid by the County's successful contractor will be summarized by County in a document to be designated as Exhibit "C", which shall list the costs in the same format as provided in the attached sample Exhibit "C".

Owner shall deposit 100% of the total amount under "Cost to Owner" as stated in Exhibit "C" within 45 days of the opening of bids. Upon completion of the work, County shall calculate all final costs incurred to the project, and shall submit to Owner a final statement of costs, which statement shall set forth the total amount of funds due to County or to Owner. Final payment to County or reimbursement to Owner, as appropriate, shall be made within 60 calendar days of date of final statement.

**Home Gardens Sanitary District  
Magnolia Avenue Sewer Relocation  
Exhibit A-1**

Description: Final Design  
Date: March 11, 2013  
Calculated By: VA Consulting

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	8" FPVC Schedule 40 Sewer Main	LF	89	\$100.00	\$ 8,900.00
2	14" FPVC Schedule 40 Casing Pipe	LF	66	\$150.00	\$ 9,900.00
3	48" Precast Concrete Manhole	EA	1	\$6,000.00	\$ 6,000.00
4	Connection to Existing Manhole	EA	2	\$1,500.00	\$ 3,000.00
5	Remove and Dispose Existing 8" CIP Sewer	LF	78	\$20.00	\$ 1,560.00
6	Temporary Sewer By pass	LS	1	\$5,000.00	\$ 5,000.00
	Construction Items Subtotal				\$ 34,360.00
	Mobilization			3%	\$ 1,030.80
	Contingency			10%	\$ 3,436.00
	Work as estimated				\$ 38,826.80
	Administrative Costs			5%	\$ 1,718.00
	<b>Total Project Cost</b>				<b>\$ 40,544.80</b>



## EXHIBIT "B"

This Exhibit is made part of the letter agreement dated March 11, 2013 between the County of Riverside "County" and Home Gardens Sanitary District ("Owner") related to the public works project of County described as the Grade Separation at Magnolia Avenue and BNSF Rail Road crossing in the Home Gardens area, hereinafter "Project".

This exhibit describes additional terms which apply to the Work.

The letter agreement (including the exhibits) states all of the obligations between County and Owner related to the Work, and supercedes any prior agreements or understandings pertaining to the Work.

County will administer the Work pursuant to the terms of this letter agreement and the public works contract between County and its Contractor. County will provide overall project construction management. Owner shall provide oversight, inspection and acceptance for all construction activities related to the Work for Owner's facilities.

The Work will be done by the County's Contractor in accordance with the standards and specifications of Owner.

Owner will fully and promptly cooperate with County and Contractor in all matters related to the Work. If Owner does not fulfill its obligations related to the Work, then Owner may become obligated to County or Contractor for additional costs. Owner shall inspect work of County's Contractor, but shall not direct the work of County's Contractor. All direction to the County's Contractor shall be made through and by the County's Construction Inspector.

Except for minor quantity adjustments and work that is urgently needed for the protection of life or property, any changes to the Work shall be agreed upon in writing by County and Owner.

County shall require County's Contractor to name Owner as additionally insured with respect to Contractor's general liability insurance policy. County's standard general liability coverage limits shall apply to work on Owner's facilities.

This letter agreement does not in any way effect Owner's ownership of the facilities involved in the Work; and ownership of these facilities and the Work shall remain with and be with the Owner. This letter agreement does not in any way modify or alter the terms of any other agreements (including but not limited to any encroachment permits or franchise agreements) between County and Owner; and it does not in any way modify or alter any other obligations or responsibilities of County or Owner. This letter agreement shall not in any way

relieve Owner from its obligations or responsibilities to maintain or repair its facilities (including but not limited to the Work).

Owner shall hold County (including its officers, employees, agents and contractors) free and harmless from any liability, damage, claim or action, including wrongful death, based or asserted upon any act or omission of Owner (including its officers, employees, agents and contractors) related to or in any way connected with the Work or Owner's facilities.

County shall not be responsible for the work of Contractor. County does not in any way warranty or guarantee the work of Contractor.

## EXHIBIT "C"

This Exhibit is made part of the letter agreement dated March 11, 2013 between the County of Riverside "County" and the Home Gardens Sanitary District ("Owner") related to the public works project of County described as the Grade Separation of Magnolia Avenue at BNSF Rail Road crossing in the Home Gardens area, hereinafter "Project".

### DESCRIPTION OF WORK TO BE DONE FOR OWNER

The total estimated cost to the Owner is summarized herein, utilizing prices as bid by the apparent low bidder on County's public works contract.

Pursuant to a public works contract between County and its Contractor, County shall have its Contractor accomplish the following work ("the Work") as described in Exhibit "A" and Exhibit "C-1", attached and made a part hereof which supersedes Exhibit "A-1".

### TOTAL ESTIMATED COST TO OWNER

The Work, as bid:	\$ <u>85,216.00</u>
Contingency - 10%:	\$ <u>8,521.60</u>
Administrative Costs - 5%:	\$ <u>4,260.80</u>
Total:	\$ <u>97,998.40</u>

**Home Gardens Sanitary District  
Magnolia Avenue Sewer Relocation  
Exhibit C-1**




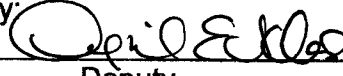

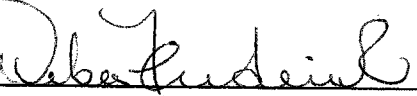
Date: December 5, 2013  
Alternate 1 Bid Schedule (HGSD)

Item No.	Item Description	Unit	Quantity	County Estimate			OHL USA, Inc. Low Bidder	
				Unit Price	Eng Estimate	Bid Unit Price	Base Bid Subtotal	
1	Adjust Sewer Manhole	EA	9	\$800.00	\$7,200.00	\$4,500.00	\$	40,500.00
2	8" High Strength VCP Sewer Main	LF	76	\$100.00	\$7,600.00	\$151.00	\$	11,476.00
3	48" Precast Concrete Manhole	EA	1	\$6,000.00	\$6,000.00	\$9,500.00	\$	9,500.00
4	Connection to Existing Manhole	EA	2	\$1,500.00	\$3,000.00	\$2,500.00	\$	5,000.00
5	Remove and Dispose Existing 8" CIP Sewer	LF	78	\$20.00	\$1,560.00	\$80.00	\$	6,240.00
6	Temporary Sewer By pass	LS	1	\$5,000.00	\$5,000.00	\$12,500.00	\$	12,500.00
	Alternate 1 Bid Schedule Subtotal				\$30,360.00			\$85,216.00
	Contingency			10%			\$	8,521.60
	Administrative Costs			5%			\$	4,260.80
	<b>Total Project Cost</b>							<b>\$97,998.40</b>

County Approval:

Owner Approval:

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.

<p><b>COUNTY APPROVALS</b></p> <p>RECOMMENDED FOR APPROVAL:</p> <p>        Patricia Romo        Assistant Director of Transportation</p> <p>Dated: <u>1-28-14</u></p> <p>APPROVED AS TO FORM:        County Counsel</p> <p>By:  1/30/14        Deputy        Magnolia for Grade Separation        27-0784</p>	<p><b>COUNTY OF RIVERSIDE</b></p> <p>By:         Chairperson,        Board of Supervisors</p> <p>Dated: <u>FEB 25 2014</u></p> <p>ATTEST:</p> <p>Kecia Harper-Ihem        Clerk of the Board</p> <p>By:         Deputy</p>
<p><b>Home Garden Sanitary District Approvals</b></p> <p>        Janey Gress, General Manager</p> <p>ATTEST:</p> <p>By:         District Clerk</p>	