

FORM APPROVED COUNTY COUNSEL 2/5/15
DATE
BY: GREGORY P. PRIAMOS

Departmental Concurrence

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

248 A



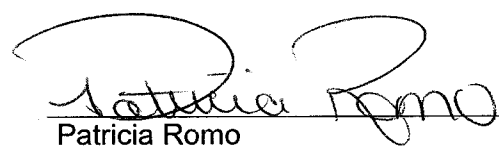
FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 15, 2015

SUBJECT: Cooperative Agreement for the Construction of Southern California Gas Company Facilities as Part of the Interstate 215 Newport Road Interchange Project in the City of Menifee. 5th District; [\$92,000]; Local 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement for the Construction of Southern California Gas Company Facilities as Part of the Newport Road Bridge and Roadway Construction Project by Riverside County; and
2. Authorize the Chairman of the Board to execute the same.

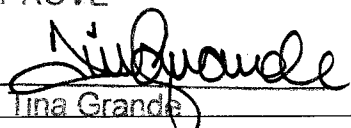


Patricia Romo
Assistant Director of Transportation
for Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 92,000	\$ 92,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Southern California Gas Company (100%). There are no General Funds used in this project.				Budget Adjustment: No	
				For Fiscal Year:	15/16

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 Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 10, 2015
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.: 09/11/12, Item 3-44
10/21/14, Item 3-33
District: 5
Agenda Number:

3-47

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement for the Construction of Southern California Gas Company Facilities as Part of the Interstate 215 Newport Road Interchange Project in the City of Menifee. 5th District; [\$92,000]; Local 100%
DATE: January 15, 2015
PAGE: 2 of 2

BACKGROUND:

Summary

Newport Road is a primary east-west corridor in southwestern Riverside County. The Newport Road Interchange at Interstate 215 (I-215), within the City of Menifee (City), is key to serving the developing areas of the City and the surrounding unincorporated areas of the County of Riverside (County).

Since the County has extensive experience in administering construction contracts for interchange projects involving federal and state agencies, the County and the City mutually agreed to designate the County as the lead agency for this interchange project. A cooperative agreement between the County and the City for the construction of the Newport Road Interchange at I-215 was approved by the Board of Supervisors (Board) on September 11, 2012 (Agenda Item 3-44). Additionally, the Board approved the plans, specifications, and authorization to advertise for bids for this project on October 21, 2014 (Agenda Item 3-33).

The County is proposing to construct improvements to the Newport Road interchange at I-215 within the City of Menifee beginning in March 2015. The existing ramps will be reconstructed and new loop on-ramps will be added. Additionally, Newport Road will be widened to six through lanes between Haun and Antelope roads.

Southern California Gas Company (The Gas Company) has requested that the County include the construction of a 12-inch casing for an eight inch medium pressure pipeline running through the project limits in the construction contract. The Transportation Department recommends that the work be included in the County's contract in an effort to provide the most efficient and cost effective manner of construction, while minimizing any impacts and/or inconvenience to the public. Additionally, by including the installation of the casing to the County's construction project we are able to provide for the best possible coordination of the utility-related work. All costs under the agreement will be funded by The Gas Company. Construction/installation of the casing will occur in the second phase of construction, which is expected to occur in FY 2015/2016.

The agreement has been reviewed and approved by County Counsel.

Work Order No.: B5-0682

Impact on Residents and Businesses

The proposed Newport Road Interchange Project will reduce congestion, improve traffic flow, and improve public safety by improving the current traffic operations at the interchange.

SUPPLEMENTAL:

Additional Fiscal Information

The Gas Company will fund 100% of the cost to install the 12-inch casing, which is expected to cost \$92,000.

Contract History and Price Reasonableness

N/A

**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
ONE 12" CASING FOR SOUTHERN CALIFORNIA GAS COMPANY
FACILITIES AS PART OF THE NEWPORT ROAD BRIDGE AND
ROADWAY CONSTRUCTION PROJECT BY RIVERSIDE COUNTY**

This Agreement is made and entered into this 10th day of March, 2015, by and between 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, the County, acting as lead agency, is in the process of preparing public bid documents to construct interchange improvements at the Interstate 215 and Newport Road interchange, in the City of Menifee within Riverside County, California (hereinafter "Project") and;

WHEREAS, The Gas Company requests County to include the construction of a 12-Inch Casing for a 8-Inch Medium Pressure Pipeline through the Newport Road Bridge improvements, in the 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. GAS COMPANY'S FACILITIES DESCRIPTION

Construction of 12-Inch steel casing through the Newport Road Bridge improvements on Newport Road from Haun Road to Antelope Avenue, (hereinafter "The Work" and " Gas Company's Facilities"), located within County's Project area as shown on the Project improvement plans, on file with the County and the Gas Company described in Exhibit "A" attached.

2. FINANCIAL PARTICIPATION

The total estimated cost for the construction of the new 12" casing is \$92,000.00 as described in Exhibit "A". It is mutually understood that this estimate does not include costs for construction inspection by inspector, or incidental costs, which shall be borne by The Gas Company.

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

The Work, 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.

The Gas Company shall deposit with the County an amount equal to ninety percent (90%) of the construction costs, in accordance with Exhibit "A", not later than 30 days after The Gas Company's receipt of County's invoice for such costs.

Upon completion of all Project work, and recordation of acceptance and completion of as-builts for such work by The Gas Company, County shall calculate all final costs incurred to the Project for the construction of The Work, 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 to 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 total estimated 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 cause the preparation of detailed construction plans, specifications and cost estimate for The Work, which have been reviewed by County for compatibility with Project, and reviewed and approved by The Gas Company. County shall use said engineering documents for the construction of The Work.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

The Gas Company is aware of the scope and general design of County's Project and is satisfied that The Work is compatible with County's Project design. The Gas Company has elected to have The Gas Company Facilities constructed by the County's contractor. The construction bid package has identified The Gas Company's Facilities as separate bid items. Upon receipt of the bids and determination of the lowest responsive, responsible bid, County shall notify The Gas Company of its identified portion of the construction costs and request The Gas Company to provide written authorization to County to award the contract to include 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 bid selection from County. If The Gas Company informs County in writing that it does not approve award of The Work, then The Gas Company agrees to do The Work with its own or contract forces so as to not delay construction schedule of County, which work shall be the subject of a separate agreement regarding the terms and conditions of access to and incorporation of such work within County's Project.

5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All The Gas Company's Facilities furnished, constructed and installed by County's contractor shall be installed in 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. The Gas Company acknowledges that the materials must comply with the Federal Buy-America requirements, and County agrees to include these requirements in its contract specifications; provided, however, County's obligations under this Agreement are not conditioned upon County's compliance with the Federal Buy-America Requirements and/or receipt of funding from the Federal Highway Association. County shall be responsible for all increased costs incurred by County or The Gas Company associated with compliance with the Federal Buy-America requirements. Any and all deviations from said plans and specifications shall 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 the County without The Gas Company's prior written approval. However, The Gas Company agrees that County's Engineer, who is the County's on-site construction manager, may order the Change Order or 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 Resident Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and The Gas Company shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible. The Gas Company shall be

responsible for delay claims asserted by the Contractor resulting from The Gas Company's failure to respond timely to any request for approval of a Change Order or additional work.

County's Engineer shall notify The Gas Company immediately after ordering urgently needed change or additional work affecting The Gas Company's Facilities.

The Gas Company shall be responsible to inspect the furnishing and installation of all The Gas Company's Facilities and the performance of the involved work by County's Contractor for compliance with The Gas Company's approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's Resident Engineer. 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, which shall include the authority to 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. It is mutually understood, however, that the construction contract is between County and its Contractor, and that communication and cooperation must be maintained between County's Engineer and The Gas Company's Inspector. County will not provide inspection to The Gas Company's Facilities 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 accordance with Section 2 above, Exhibit "A", and the additional provisions of this agreement. Contract administration costs attributable to The Gas Company's Facilities shall be borne in accordance with Section 2, and shall be a fixed amount of 5% of the bid prices as specified on Exhibit "A". Administrative costs shall include costs for coordination, insertion of The Gas Company's plans and specifications in County bid documents, bidding, and preparation of contracts, administration of contract, and other tasks associated with the administration of The Work.

6. 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 indemnification of COUNTY. THE GAS COMPANY 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.

7. 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.

8. SUCCESSORS AND ASSIGNS

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

9. 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: Patricia Romo, Assistant Director of Transportation

Southern California Gas Company
Attn: Richard Rodriguez
1980 West Lugonia Avenue, SC8031
Redlands, CA 92374-9796

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

10. EFFECTIVE DATE

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

11. 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.

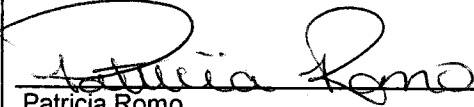
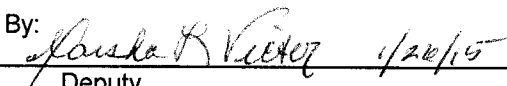
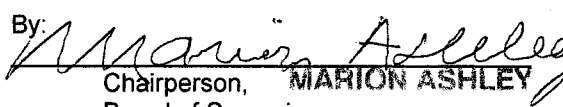
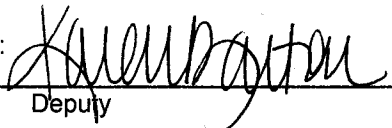

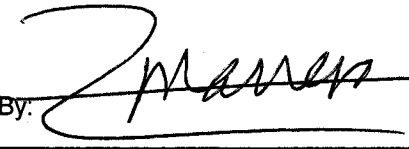
<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> Patricia Romo Assistant Director of Transportation</p> <p>Dated: <u>1-23-15</u></p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  <u>1/26/15</u> Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By:  Chairperson, MARION ASHLEY Board of Supervisors</p> <p>Dated: <u>MAR 10 2015</u></p> <p>ATTEST:</p> <p>Kecia Harper-Ihem Clerk of the Board</p> <p>By:  Deputy</p>
<p>THE GAS COMPANY APPROVALS</p> <p>ATTEST:</p> <p>By: </p>	<p>SOUTHERN CALIFORNIA GAS COMPNAY</p> <p>By: </p>

EXHIBIT "A"

**To The Cooperative Agreement
Between the County of Riverside
And The Southern California Gas Company**

**Construction of a 12-Inch Steel Casing through the Newport Road
Bridge improvements on Newport from Haun Road to Antelope
Avenue, in the City of Menifee within Riverside County.**

<u>IMPROVEMENTS</u>	<u>ESTIMATED COST</u>
<u>Construction of 12-Inch Steel Casing through Newport Road Bridge</u>	<u>\$80,000</u>
<u>Subtotal</u>	<u>\$80,000</u>
<u>Construction Contingencies (10%)</u>	<u>\$8,000</u>
<u>Administrative Costs (5%)</u>	<u>\$4,000</u>
<u>Total Estimated Costs</u>	<u>\$92,000</u>
<u>Deposit amount (90%)</u>	<u>\$82,800</u>