

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



ITEM
3.65
(ID # 6407)

MEETING DATE:

Tuesday, February 27, 2018

FROM : TLMA-TRANSPORTATION:

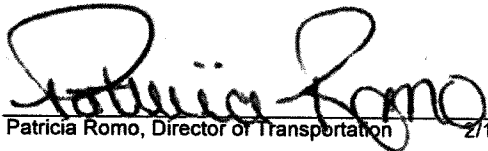
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of Utility Agreement with the Jurupa Community Services District and the Chino Basin Desalter Authority for the Relocation of Water Pipeline Facilities, Located at Interstate 15 at Limonite Avenue in the Eastvale and Jurupa Valley area. 2nd District; [\$918,043 – Total Cost]; Local Funds (100%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Utility Agreement between the County of Riverside and the Jurupa Community Services District and the Chino Basin Desalter Authority for the Relocation of Water Pipeline Facilities, Located at Interstate 15 at Limonite Avenue in the Eastvale and Jurupa Valley area; and
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County.


ACTION: Policy


Patricia Romo, Director of Transportation 2/15/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 27, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 918,043	\$ 0	\$ 918,043	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Mira Loma R&BBD (58%) JCSD&CDA (42%)			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Transportation Department (RCTD) proposes to reconstruct, realign, and widen the existing Interstate 15 and Limonite Avenue Interchange to reduce operational deficiencies, improve traffic operations and increase access along Limonite Avenue (Project).

The existing Limonite Avenue at Interstate 15 (I-15) freeway interchange is currently a diamond-style interchange. The project would widen the existing northbound and southbound on- and off-ramps, widen Limonite Avenue to three lanes in each direction through the interchange area and replace the existing Limonite Avenue Overcrossing structure, as well as construct loop on-ramps in the southeast and northwest quadrants (partial cloverleaf). The project will improve the operational performance of the Limonite Avenue interchange in order to address current and future traffic demands.

By Minute Order dated June 21, 2016 (Agenda Item 3.71), the Board of Supervisors approved the California Environmental Quality Act (CEQA) Initial Study with Mitigated Negative Declaration for the Interstate 15 and Limonite Avenue Interchange Improvement Project. No new environmental document is required because all potentially significant effects on the environment have been adequately analyzed in the previously adopted Mitigated Negative Declaration for the Interstate 15/ Limonite Avenue Interchange Improvements Project pursuant to applicable legal standards and have been avoided or mitigated pursuant to the earlier Mitigated Negative Declaration, and none of the conditions described in State CEQA Guidelines Section 15162 exist based on the findings and conclusions set forth herein.

On October 17, 2017, Agenda Item 3.24, the Board approved the agreement with the Riverside County Transportation Commission (RCTC) and the Cities of Jurupa Valley and Eastvale that designated the County of Riverside as the lead agency for the Project.

The submitted agreement provides for the relocation of a 30" potable water pipeline that is jointly owned by the Jurupa Community Services District (JCSD) and the Chino Basin Desalter Authority (CDA), and which is in conflict with the project improvements.

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JCSD and CDA have requested the County of Riverside to include the construction of the relocation of the pipeline in the County's construction contract. The County Transportation Department recommends that the work be included in the County's construction contract to provide for the best coordination of the utility-related work. Because of existing easements owned by the two companies, the County is responsible for 58% of the relocation work, including engineering and administrative costs, which is estimated to be \$532,465. The engineering design and inspection work have and will be performed by JCSD and CDA and the construction of the improvements will be performed by the County's contractor.

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.

Execution of "Utility Agreements", using Caltrans' standard language, is required by Caltrans' policy and procedure, as set forth in Chapter 13 of the State of California Right of Way Manual, for utility relocations and protection work for State Highway improvement projects, for those utility related costs that are to be partially or fully funded by the County.

JCSD and CDA have executed the submitted agreement. The agreement has been reviewed and approved as to form by County Counsel.

Construction is anticipated to begin in mid-2018.

Project No. A3-0393.

Impact on Residents and Businesses

The proposed Limonite Avenue and Interstate 15 Interchange will reduce traffic congestion and improve overall traffic flow within the interchange and on the I-15 corridor for the current and future residents and businesses within the project region.

SUPPLEMENTAL:

Additional Fiscal Information

The work will be funded from the Mira Loma Road and Bridge Benefit District (58%) and the JCSD & CDA (42%). No net County cost will be used for the project.

Contract History and Price Reasonableness

Actual construction costs will be based on bids received from the low responsive and responsible bidder for the interchange improvement project.

Attachments:

Vicinity Map

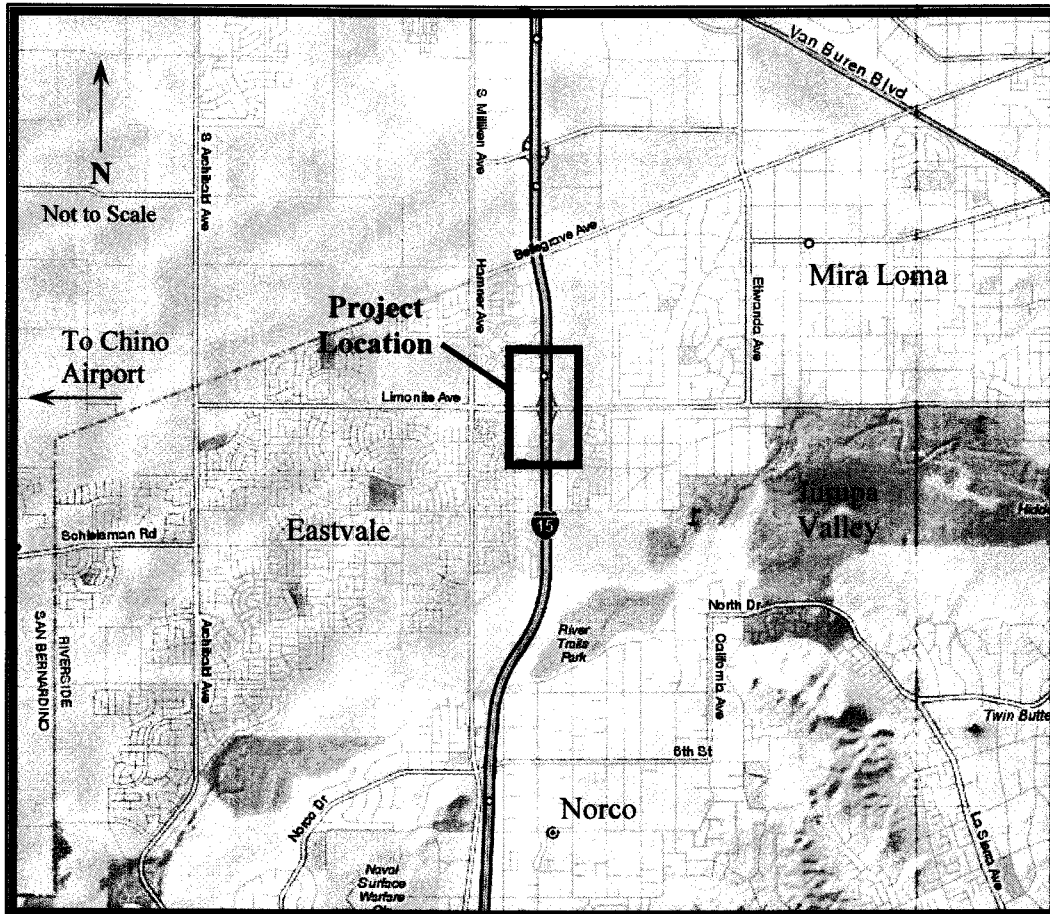
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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JCSD Relocation Cost Estimate
JCSD CDA Utility Agreement



Gregory T. Priamos, Director County Counsel 2/21/2018

Vicinity Map



On Route 15 from 0.7 miles south of Limonite Avenue to 0.7 miles north of Limonite Avenue

Exhibit "A"

Interstate 15/Limonite Avenue Interchange JCSD/CDA Relocation Cost Estimate

Item No.	Item Description	Unit	Quantity	Price	Amount	County Obligation (58%)	Owner Obligation (42%)	JCSD Obligation (37%)	CDA Obligation (63%)
1	Mobilization	LS	1	\$33,500.00	\$33,500	\$19,430	\$14,070	\$5,206	\$8,864
2	Preconstruction Video and Pipeline Work Close-out	LS	1	\$5,000.00	\$5,000	\$2,900	\$2,100	\$777	\$1,323
3	Trench and Excavation Sheeting, Shoring and Bracing	LS	1	\$5,000.00	\$5,000	\$2,900	\$2,100	\$777	\$1,323
4	Furnish and Install 30" Class 200 CML/CMC Welded Steel Pipe	LF	739	\$370.00	\$273,430	\$158,589	\$114,841	\$42,491	\$72,350
5	Furnish and Install 48" Steel Casing (750" Thick) with Dielectric Coating	LF	282	\$500.00	\$141,000	\$81,780	\$59,220	\$21,911	\$37,309
6	Furnish and Install 24" Manway	EA	2	\$10,000.00	\$20,000	\$11,600	\$8,400	\$3,108	\$5,292
7	Furnish and Install 4" Air Valve	EA	2	\$15,000.00	\$30,000	\$17,400	\$12,600	\$4,662	\$7,938
8	Furnish and Install Cathodic Protection Test Station	EA	2	\$2,000.00	\$4,000	\$2,320	\$1,680	\$622	\$1,068
9	Furnish and Install 6" Blow-off	EA	2	\$10,000.00	\$20,000	\$11,600	\$8,400	\$3,108	\$5,292
10	Connection to Existing 30" Waterline (Station 11+60 to 11+68)	LS	1	\$15,000.00	\$15,000	\$8,700	\$6,300	\$2,331	\$3,969
11	Connection to Existing 30" Waterline (Station 27+24 to 27+34)	LS	1	\$15,000.00	\$15,000	\$8,700	\$6,300	\$2,331	\$3,969
12	Connection to Existing 30" Waterline (Station 14+86 to 15+04)	LS	1	\$15,000.00	\$15,000	\$8,700	\$6,300	\$2,331	\$3,969
13	Connection to Existing 30" Waterline (Station 23+29 to 23+53)	LS	1	\$15,000.00	\$15,000	\$8,700	\$6,300	\$2,331	\$3,969
14	Pothole Existing Utilities	LS	1	\$6,700.00	\$6,700	\$3,886	\$2,814	\$1,041	\$1,773
15	Support of Unknown Utility Crossings	EA	2	\$1,500.00	\$3,000	\$1,740	\$1,260	\$466	\$794
16	Support of Known Existing Utilities	LS	1	\$2,000.00	\$2,000	\$1,160	\$840	\$311	\$529
17	Record Drawings	LS	1	\$500.00	\$500	\$290	\$210	\$78	\$132
18	Pressure Testing and Disinfection	LS	1	\$5,000.00	\$5,000	\$2,900	\$2,100	\$777	\$1,323
19	Abandon Waterline and Appurtenances	LS	1	\$31,400.00	\$31,400	\$18,212	\$13,188	\$4,880	\$8,308
20	Supplemental Work	LS	1	\$15,000.00	\$15,000	\$8,700	\$6,300	\$2,331	\$3,969
21	Pavement Removal, Disposal, and Replacement of Temp Paving and Temp Striping	LS	1	\$4,500.00	\$4,500	\$2,610	\$1,890	\$699	\$1,191
22	SWPPP	LS	1	\$2,500.00	\$2,500	\$1,450	\$1,050	\$389	\$662

Item No.	Item Description	Unit	Quantity	Price	Amount	County Obligation (58%)	Owner Obligation (42%)	JCSD Obligation (37%)	CDA Obligation (63%)
23	Traffic Control Plans	LS	1	\$5,000.00	\$5,000	\$2,900	\$2,100	\$777	\$1,323
24	Coordination	LS	1	\$1,500.00	\$1,500	\$870	\$630	\$233	\$397
25	Construction Water	LS	1	\$1,500.00	\$1,500	\$870	\$630	\$233	\$397
	CONSTRUCTION SUBTOTAL				\$670,530	\$388,907	\$281,623	\$104,200	\$177,422
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	CONTINGENCIES (15%)				\$100,580	\$58,336	\$42,243	\$15,630	\$26,613
	DEPRECIATION				-\$8,457	-\$4,905	-\$3,552	-\$1,314	-\$2,238
	SALVAGE				\$0	\$0	\$0	\$0	\$0
	BETTERMENT				\$0	\$0	\$0	\$0	\$0
	DESIGN ENGINEERING (BY OWNER)				\$41,400	\$24,012	\$17,388	\$6,434	\$10,954
	INSPECTION (BY OWNER) (4% FIXED)				\$26,821	\$15,556	\$11,265	\$4,168	\$7,097
	SURVEY COSTS (4% FIXED)				\$26,821	\$15,556	\$11,265	\$4,168	\$7,097
	ADMINISTRATION COSTS (5% FIXED)				\$33,527	\$19,445	\$14,081	\$5,210	\$8,871
	MATERIALS/SOILS BACKFILL TESTING (4% FIXED)				\$26,821	\$15,556	\$11,265	\$4,168	\$7,097
	TOTAL COST				\$918,043	\$532,465	\$385,578	\$142,664	\$242,914

District 08	County RIVERSIDE	Route I-15	Post Mile 46.7-49.7	Project ID EA 0E1500
Federal Aid Number N/A		Owner's File Number WO 20160298		
Federal Participation/Federally Eligible/NEPA Document On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Owner Payee Data No. _____		Or Form STD 204 is attached. <input type="checkbox"/>		
UTILITY AGREEMENT NO. 23711			DATE:	

The County of Riverside, acting by and through the Transportation Department, representing the City of Eastvale and the City of Jurupa Valley, hereinafter called "COUNTY", in cooperation with Caltrans, herein called "STATE", proposes to construct the I-15/Limonite Avenue Interchange Project,

and

Jurupa Community Services District, 11201 Harrel Street, Mira Loma, CA 91752 and Chino Basin Desalter Authority, 2151 S. Haven Avenue, Suite 202, Ontario, CA 91761, hereinafter collectively called "OWNER," owns and maintains waterline facilities within the limits of the COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 23711 dated 01/25/18, COUNTY shall relocate OWNER's waterline facilities as shown on OWNER's Plan No. WO 20160298 dated 11/09/17, which plans are included in COUNTY's Contract Plans for the improvement of State Route 15, EA 0E1500 which, by this reference, are made a part hereof. 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 agreed to/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 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 by COUNTY's contractor 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:

The existing facilities described in Section I above will be relocated at 58% COUNTY expense and 42% OWNER expense in accordance with the following proration: 609 feet of pipeline conflicts with the project improvements and 353 feet of the conflicted pipe is within an existing easement.

III. PERFORMANCE OF WORK:

OWNER shall have access to all phases of the relocation work to be performed by COUNTY, as described in Section I 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 his/her 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 COUNTY'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

FEB 27 2018 3.65

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.

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 OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary 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 accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

The OWNER shall pay its share of the actual cost of said work included in the COUNTY's highway construction contract within 45 days after receipt of COUNTY's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the COUNTY's highway contractor is \$ 385,578.00.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to STATE, STATE hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to STATE, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse STATE said deficient costs upon receipt of an itemized bill as set forth herein.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized 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 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 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 Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. 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 cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by 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 result 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 State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of 07/08/16 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 allocation of those funds by the California Transportation Commission.

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

COUNTY will acquire new rights of way in the name of either the COUNTY or OWNER through negotiation or condemnation and when acquired in COUNTY's name, shall convey same to OWNER. COUNTY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. OWNER shall reimburse the COUNTY all costs for the easement.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on COUNTY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

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.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section

1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR).

All documents obtained to demonstrate Buy America compliance will be held by the OWNER for a period of three (3) years from the date of final payment to the OWNER and will be made available to COUNTY or FHWA upon request.

One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

COUNTY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

THE ESTIMATED COST TO COUNTY FOR THE ABOVE DESCRIBED WORK IS \$ 532,465.00.

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO. 23711

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

COUNTY: COUNTY OF RIVERSIDE

By Chuck Washington FEB 27 2018

Name CHUCK WASHINGTON Date

Title CHAIRMAN, BOARD OF SUPERVISORS

APPROVAL RECOMMENDED:

By _____

Name _____ Date

Title _____

ATTEST:

Clerk of the Board

By Karen B. Ganton, Deputy

APPROVED AS TO FORM:

By K. Baller 3/21/18

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO. 23711

OWNER: JURUPA COMMUNITY SERVICES DISTRICT

By Betty Anderson 1/29/18
Name Betty A. Anderson Date
Title Board President

APPROVAL RECOMMENDED:

By Todd M. Corbin 1/29/18
Name Todd M. Corbin Date
Title General Manager

ATTEST:

(TITLE) Board Secretary

By Julie B. Saba
Julie B. Saba

APPROVED AS TO FORM:
Best Best & Krieger

By Michael T. Riddell
Michael Riddell

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO. 23711

OWNER: CHINO BASIN DESALTER AUTHORITY

By C.D. Paxton 02/15/2018

Name CURTIS D. PAXTON Date

Title GENERAL MANAGER / CEO

APPROVAL RECOMMENDED:

By _____

Name _____ Date

Title _____

ATTEST:

(TITLE) _____

By _____

APPROVED AS TO FORM:

By _____