

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



**ITEM: 3.38  
(ID # 14836)**

**MEETING DATE:**  
Tuesday, April 27, 2021

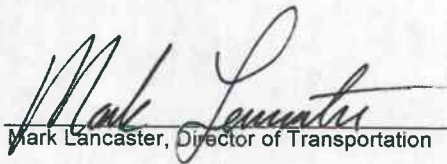
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Approval of the Utility Agreement between the County of Riverside and Jurupa Community Services District (JCSD) for the relocation of JCSD's facilities within the Jurupa Road/Union Pacific Railroad Grade Separation Project. District 2. [\$4,869,081 Total Cost – JCSD 90%, State Funds 10%]

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

1. Approve the Utility Agreement for the Jurupa Road Grade Separation at Union Pacific Railroad Crossing with the City of Jurupa Valley Transmission – Water, Distribution Water and Sewer Line Relocations and authorize the Chair of the Board to execute the same.

**ACTION:Policy**



Mark Lancaster, Director of Transportation

4/22/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Spiegel, Washington, Perez, and Hewitt

**Nays:** None

**Absent:** None

**Date:** April 27, 2021

**xc:** Transp.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 3,000,000	\$ 4,869,081	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> JCSD 90%, SB-132 State Funds (10%) There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21-23/24	

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

**BACKGROUND:**

**Summary**

The County of Riverside (County), in cooperation with the City of Jurupa Valley, is proposing to construct a new railroad grade separation to replace the existing Union Pacific Railroad (UPRR) at-grade crossing located on Jurupa Road in the City of Jurupa Valley, just east of Van Buren Boulevard to enhance safety and improve traffic circulation.

Jurupa Community Services District (JCSD) would like to take this opportunity to relocate some of their facilities located within the Jurupa Road Grade Separation Project. JCSD has requested that the County include the relocation of their facilities as part of the Jurupa Grade Separation Project to provide the least amount of inconvenience to the public and to provide the best coordination of the utility-related work with the County's construction project. The cost of this relocation work will be paid with Senate Bill 132 (SB-132) funds and JCSD under the Utility Agreement.

The Utility Agreement between the County and JCSD for the relocation improvements provides for the funding and implementation of the following work:

	<b>JCSD Facility Improvements</b>	<b>FUNDING SOURCE</b>		
		<b>SB 132</b>	<b>JCSD</b>	<b>TOTAL</b>
1.	Relocation of a 30-inch Transmission Waterline	\$387,860	\$514,140	\$902,000
1a.	Design Costs of 30-inch Transmission Waterline	\$15,519	\$20,571	\$36,090
1b.	Inspection of 30-inch Transmission (4%)	\$15,514	\$20,566	\$36,080
2.	Relocation of a 12-inch, 18-inch, and 24-inch Waterline		\$1,615,229	\$1,615,229
3.	Relocation of a 12-inch AND 18-inch Sewer Line		\$1,727,825	\$1,727,825
4.	Construction Engineering and Inspection	\$50,422	\$501,435	\$551,857
	<b>TOTAL COST</b>	<b>\$469,315</b>	<b>\$4,399,766</b>	<b>\$4,869,081</b>

JCSD Board Directors will approve the utility agreement at their April 26, 2021 board meeting.

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Project No. C8-0060, State Project No. – SB132L 6054 (086)

**Environmental Findings**

On October 16, 2018 (Agenda item 3.23) the Board of Supervisors adopted Resolution 2018-138 agreeing to hear Future Resolutions of Necessity for the Jurupa Road Grade Separation Project and found that the Jurupa Road Grade Separation Project was Statutorily Exempt under the California Environmental Quality Act California Code of Regulation, Section 15282 (g) and as set forth in Section 21080.13 of the CEQA Public Resources Code. Therefore, CEQA compliance has been completed, the 35-day statute of limitations for a statutory exemption has expired, and no further action is required under CEQA.

JCSD's relocation improvements were environmentally cleared as part of the Jurupa Road Grade Separation Project.

**Impact on Citizens and Businesses**

The Jurupa Road Grade Separation Project will eliminate the existing at-grade crossing at the Union Pacific Railroad located on Jurupa Road to provide uninterrupted traffic flow and efficient access for motorists, residents, local businesses, pedestrians, and emergency vehicles in the area. Additionally, the project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains throughout the County of Riverside by eliminating conflicts between railroad operations and vehicular traffic. By completing the relocation of JCSD's facilities simultaneously with the grade separation project, there will be less impacts on the public during construction. Also, coordination of the utility-related work will be more efficient.

The work is anticipated to begin in mid-2021. The work will be phased to keep the road open during construction as much as possible to minimize traffic congestion and impact on local businesses and residents.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

JCSD has requested the County include in its construction contract the work to relocate their facilities to accommodate the Jurupa Road Grade Separation Project as described in the Utility Agreement.

The total cost for the construction to relocate JCSD facilities under the Utility Agreement is \$4,869,081. This relocation work will be funded by JCSD funds and SB-132 funds.

On April 6, 2017, the California Senate approved SB-132, which added appropriation to the budget bill to provide \$427,172,000 for five major transportation projects. SB-132 includes provisions for providing funding in the amount of \$108.4 million for the Jurupa Road Grade



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Separation Project. SB-132 funds for the project will be distributed through the Riverside County Transportation Commission.

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

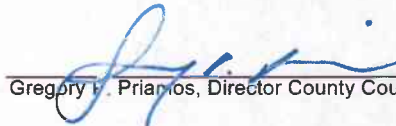
Utility Agreement

Vicinity Map



Jason Farin, Principal Management Analyst

4/22/2021



Gregory L. Priamos, Director County Counsel

4/15/2021

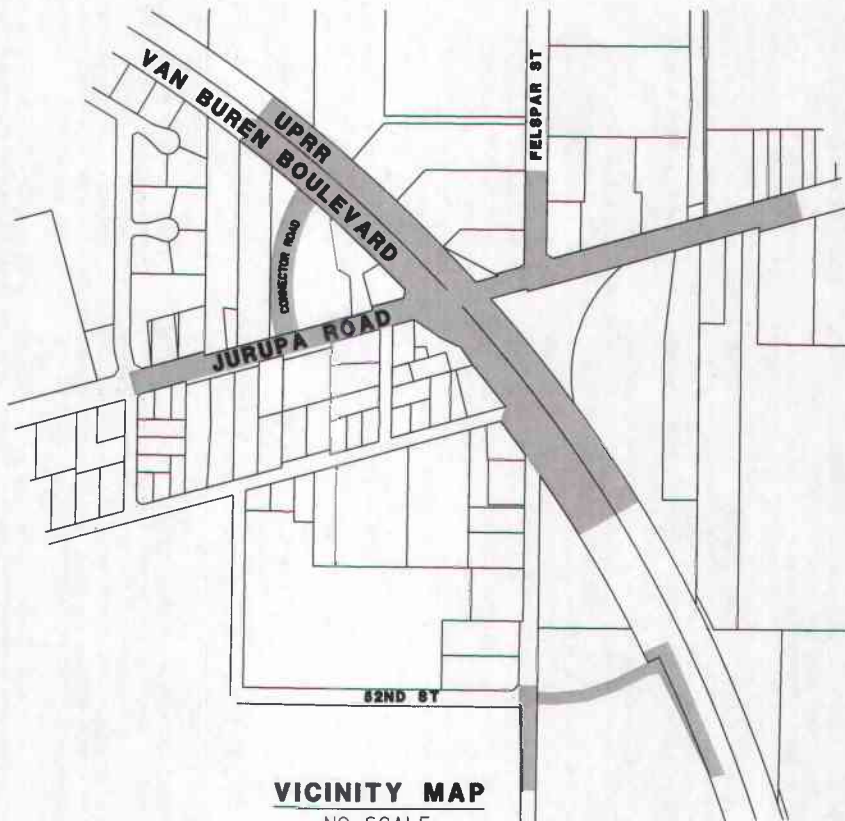
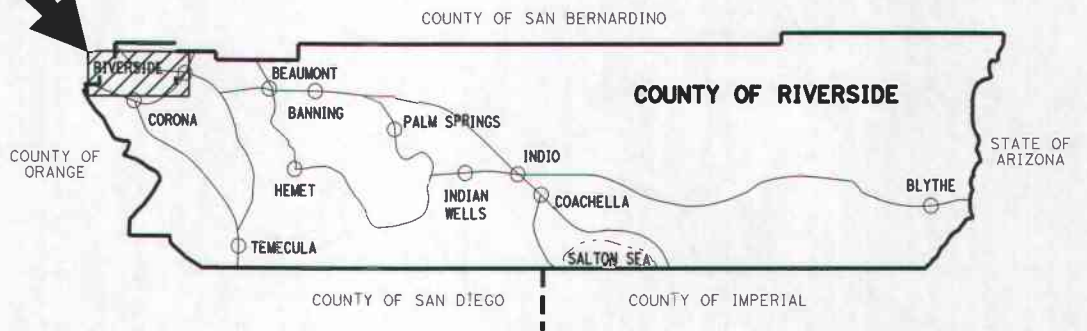
COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

# JURUPA ROAD

UPRR GRADE SEPARATION PROJECT

CITY OF JURUPA VALLEY

PROJECT  
SITE



**VICINITY MAP**  
NO SCALE

**UTILITY AGREEMENT**  
**Jurupa Road Grade Separation**  
**at Union Pacific Railroad Crossing**  
**Within the City of Jurupa Valley, CA**  
**Transmission -Water, Distribution Water and Sewer Line Relocations**

This agreement (hereinafter referred to as "AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 Jurupa Road from Cedar Street to Bly Channel (hereinafter referred to as "PROJECT"), within the City of Jurupa Valley; and

**WHEREAS**, 30" Transmission Water Line facilities owned by OWNER are in direct conflict with the proposed public improvements; and

**WHEREAS**, it has been determined that COUNTY and OWNER will share in the cost of designing and relocating the 30" Transmission Water Line that requires relocation in proportion to the portions located within OWNER's easement (as COUNTY's share of the expense) and the portions located within street or highway right-of-way (as OWNER's share of the expense), as shown in Section 4 "Financial Responsibility for Work" of this AGREEMENT; and

**WHEREAS**, Distribution Water and Sewer Line facilities owned by OWNER are also in direct conflict with the proposed public improvements; and

**WHEREAS**, it has been determined that COUNTY has prior property rights that are superior to those of the OWNER's, with respect to the Distribution Water and Sewer Lines that require relocation, and therefore OWNER will be responsible for the entire cost of relocating those facilities; and

**WHEREAS**, the terms provided in Attachment "A", letter of understanding shall be included in this AGREEMENT.

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

**AGREEMENT**

1. Recitals:

The above recitals are true and correct.

2. Lead Agency

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



COUNTY shall be the lead agency for the PROJECT.

3. Work Performed by both OWNER and COUNTY'S Contractor per OWNER's Plan

In accordance with Notice to Owner No. C8-0060-1 dated March 8, 2021, COUNTY shall relocate OWNER's 30" Transmission Water, Distribution Water and Sewer Lines. All work shall be performed substantially in accordance with OWNER's Plan No. M191008 dated 3/3/2021 consisting of 10 sheets, a copy of which is on file in the COUNTY's office located at 3525 14th Street, 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 agreed to/acknowledged by the OWNER, will constitute an approved revision of 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.

It is mutually agreed that the COUNTY will include the work of Distribution Water and Sewer Line facilities as part of the COUNTY's highway construction contract. OWNER shall have access to all phases of the work to be performed by the COUNTY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed 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.

4. Financial Responsibility for Work

The existing 30" Transmission Water Line facilities described in Section 3 "Work Performed by both OWNER and COUNTY's Contractor per OWNER's Plan" above will be relocated at 43% COUNTY expense and 57% OWNER expense in accordance with the following proration:

	LENGTH, LF	JCSD LIABILITY	COUNTY LIABILITY
IN FRANCHISE	362	362	
IN EASEMENT	270		270
TOTAL	632	362	270
APPORTIONMENT		57%	43%

The existing Distribution Water and Sewer Line facilities are located within the City of Jurupa Valley's right of way under permit and will be relocated at OWNER's expense.

5. Estimate of Cost

The total estimate for the OWNER's portion of the cost of relocating the conflicting 30" Transmission Water, Distribution Water and Sewer Line facilities described in Section 3 "Work Performed by both OWNER and COUNTY's Contractor per OWNER's Plan" above is shown on Attachment "B", made a part hereof. OWNER shall reimburse COUNTY accordingly.

6. Performance of Work

OWNER shall have access to all phases of the relocation work to be performed by COUNTY, as described in Section 3 "Work Performed by both OWNER and COUNTY's Contractor per OWNER's Plan" 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 personnel requiring lodging and meal 'per diem' expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. Owner shall also include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed.

(a) "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.

(b) Work performed directly by COUNTY's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. COUNTY 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 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. .

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed 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 3 "Work Performed by both OWNER and COUNTY's Contractor per OWNER's Plan" above. If the COUNTY has not received a final bill within 360 days after notification of completion of COUNTY's work described in Section 3 "Work Performed by both OWNER and COUNTY's Contractor per OWNER's Plan" 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 a detailed 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 3 "Work Performed by both OWNER and COUNTY's Contractor per OWNER's Plan" above, 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 3 "Work Performed by both OWNER and COUNTY's Contractor per OWNER's Plan" 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, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent County, State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse COUNTY upon receipt of COUNTY 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.

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 actual bid price of said contract. The estimate cost to OWNER for the work being performed by COUNTY's highway contractor is \$4,399,766.

#### 8. General Conditions

All costs accrued by OWNER as a result of COUNTY's request of May 21, 2019 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 for 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.

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

Such Director's Easement Deeds as deemed necessary by the COUNTY will be delivered to OWNER, conveying new rights of way for portions of the facilities relocated under this Agreement, over available COUNTY owned property outside the limits of the highway right of way.

COUNTY represents and warrants that this AGREEMENT is not subject to 23 CFR 635.410, the Buy America provisions.

This AGREEMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act



("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The parties further agree that the electronic signatures of the parties included in this AGREEMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes the use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.



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

COUNTY OF RIVERSIDE

Jurupa Community Services District

By: Karen S. Spiegel  
Title: Chair, Board of Supervisors  
**KAREN SPIEGEL**

By: \_\_\_\_\_  
Title: President, Board of Directors

Date: 04.27.2021

Date: \_\_\_\_\_

ATTEST:

ATTEST:

**KECIA HARPER**  
Clerk of the Board

**NAME**

By: Priscilla Raso  
Title: Deputy Clerk of the Board

By: \_\_\_\_\_  
Title: Deputy Clerk of the Board

Date: 04.27.2021

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**GREGORY P. PRIAMOS**  
County Counsel

**NAME**  
**TITLE**

By: Kristine Bell-Valdez  
Title: Deputy County Counsel

By: \_\_\_\_\_  
Title: General Counsel

\_\_\_\_\_

\_\_\_\_\_



# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY



*Charissa Leach, P.E.  
Director of Transportation and  
Land Management*

### Transportation Department

*Mark Lancaster, P.E.  
Director of Transportation*

March 23, 2021

Chander Letulle, Director of Engineering and Operations  
Jurupa Community Services District  
11201 Harrel Street  
Jurupa Valley, CA 91752

**RE: Letter of Understanding Regarding Utility Agreement  
County of Riverside Public Works Project  
Jurupa Road Grade Separation Project  
Project No. C8-0060**

Dear Mr. Letulle:

This letter provides further clarification and additional information with respect to the Utility Agreement that the County of Riverside (County) and the Jurupa Community Services District (JCSD) intend to execute with respect to the relocation of conflicting facilities owned by JCSD within the project limits of the Jurupa Road Grade Separation Project ("Project"). JCSD shall be referred to herein as "Owner". The COUNTY and OWNER are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES". The relocation of the Owner's conflicting facilities shall be referred herein as "The Work".

Inasmuch as the County of Riverside's funding for this public works project to improve Jurupa Road and the UPRR Railroad crossing is a State Funded improvement project, the County of Riverside is required to strictly comply with the policies and procedures of the State of California Department of Transportation in all procedural matters pertaining to the project. The proposed Utility Agreement is therefore required to comply with and include the language, content and format of the standard clauses of the State of California's Local Procedures Manual Chapter 13, Right of Way, without modification. Owner owns facilities within the limits of the County's project that are in conflict with the project improvements. The proposed Utility Agreement provides a mechanism for the County and the Owner to share the costs associated with design engineering, the construction and contract management of the pipeline, and for inspection costs associated with the relocation of the pipeline and appurtenances. It is anticipated that the Utility Agreement will be executed by County and Owner during the first quarter of 2021.

The following procedures are therefore understood to be consistent with the Utility Agreement and are agreed to by both the Owner and the County:

The County recognizes that the Owner's 30" Transmission Water Main, which is within the project limits, exist partially within an easement to which the Owner has prior and superior property rights. All engineering, construction, inspection and associated administrative costs will be funded at 43% County expense and 57% Owner expense. Inspections costs attributable to the 30" Transmission Water Main shall be a fixed amount of 4% of the estimated Owner Construction Cost of 30" Transmission Water Main as bid.

The County recognizes that the Distribution Water and Sewer, which is within the project limits, are located within City right-of-way and will be relocated at 100% Owner expense. All engineering, construction, inspection and associated administrative costs for the aforementioned Distribution Water and Sewer will be 100% funded by the Owner.

The County recognizes that the addition of 2 irrigation services within the project limits will be added at County expense.

The County intends to comply with reasonable requests by the Owner on all matters pertaining to the physical relocation of the facilities owned by the Owner. County and Owner intend to work cooperatively with the common goal of relocating Owner's facilities for the County's necessary public works improvements.

A Utility Agreement is necessary for this relocation work. The Utility Agreement will enable the County and Owner to share the costs associated with design engineering, construction, and inspection costs of The Work.

The Owner will prepare the design engineering for the pipeline relocation and may invoice County for County's share of design engineering upon full execution of the Utility Agreement. Owner shall provide documentation of all costs incurred.

Relocation of Owner's facilities will be included in the County's bid documents, and if approved by the Owner for award, will be performed by the County's Contractor. Additional details are described below.

Owner has requested to have Owner's facilities constructed by the County's Contractor. The construction bid package will identify Owner's facilities as an alternative bid items; the relocation of the Owner's Distribution and Collection Facilities, the 30" Transmission Main and the irrigation services. Upon receipt of the bids and determination of the lowest responsive, responsible bid, County shall notify Owner of its identified portion of the construction costs and request Owner to provide written authorization to County to award the contract to include construction of The Work. Owner shall notify County of its decision no later than



ten (10) days after Owner's receipt of bid selection from County. If Owner informs County in writing that it does not approve award of The Work, then Owner agrees to do the necessary pipeline relocation work with its own or contract forces so as not to delay the County Project construction schedule. In the event of this set of circumstances, an amendment to the Utility Agreement will be necessary.

If Owner approves the award of the Owner's pipeline facilities work, Owner shall deposit with the County the amount of one hundred percent (100%) of the Owner's Construction Cost enumerated in the cost estimate, as included in the executed Utility Agreement, no later than 30 days after Owner's receipt of County's invoice.

All Owner Facilities furnished, constructed and installed by County's contractor shall be installed in compliance with JCSD's plans and specifications. All materials furnished by County's Contractor shall conform to JCSD's approved material list. Any and all deviations from said plans and specifications shall be approved by JCSD, in writing, prior to being made. Change orders involving JCSD Facilities will not be implemented by the County without JCSD's prior written approval which shall not be unreasonably delayed, conditioned or withheld. For change orders involving JCSD Facilities where the additional work is not urgently needed, County will submit a written request to JCSD including a reasonable time frame for response and approval by JCSD. In the event JCSD unreasonably delays, conditions or withholds its approval of a change order or additional work involving JCSD Facilities that is warranted for completion of The Work, then JCSD shall be responsible for any and all resulting costs associated with such unreasonable delay, conditioning or withholding, including but not limited to any delay claims asserted by the Contractor.

However, Owner 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 Owner, if the County 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 Owner. County's Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and Owner shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible.

County's Engineer shall notify Owner in writing immediately, within 8 hours, after ordering an urgently needed change or additional work affecting Owner's facilities. Owner shall be responsible to inspect the furnishing and installation of all Owner Facilities and the performance of the involved work by County's Contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's Engineer. Owner's inspection personnel shall have the authority, through the County's Engineer, to enforce Owner'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 Owner. 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 Owner's Inspector. County will not provide inspection to Owner's facilities except as it may affect construction of County's project.

County and Owner agree that County and Owner shall share the costs for contract administration, survey and soils backfill testing in accordance with the cost apportionment ratio set forth in the utility agreement, and that an accounting of actual costs for these services would be burdensome. Those costs are described as follows:

County contract administration costs attributable to The Work shall be a fixed amount of 5% of the Owner Construction Costs as bid.

Administrative costs shall include costs for coordination, insertion of Owner's plans and specifications in County bid documents, bidding, preparation of contracts, administration of contract, and other tasks associated with the administration of The Work.

Survey costs attributable to The Work shall be a fixed amount of 4% of the estimated Owner Construction Cost as bid.

Soils backfill testing costs attributable to The Work shall be a fixed amount of 4% of the estimated Owner Construction Cost as bid.

Upon completion of all The Work, County shall calculate all final costs incurred to the project for the construction of The Work associated with Owner's facilities and shall submit to Owner a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by Owner and the total sum remaining due from Owner, if any. Any sum remaining unpaid shall be paid by Owner within sixty (60) calendar days from the date of submission of final invoice statement by County. Any amounts due to Owner shall be paid by County within sixty (60) calendar days from date of the final invoice statement.

The Owner will provide technical inspection of the improvements and may invoice County for County's share of the inspection costs upon completion of The Work and after acceptance of The Work by the Owner. Owner shall provide documentation of inspection costs incurred. The County understands that approval, acceptance and ownership of the relocated facilities will require adherence to the plans and specifications for the relocations. The Owner will be provided with notices and schedules of work as required by the Owner, and all information requested by Owner will be provided by County in a timely manner. The County shall provide the Owner a copy of the original construction schedule



and any subsequent updates to confirm the time and date when the County will commence work. The County will give the Owner notice of the anticipated date that the relocation work will be commenced.

Said notice shall be provided at a minimum as follows: (1) a minimum of 30 days prior to the anticipated commencement date for The Work, or (2) a minimum of 7 days' notice of the preconstruction meeting(s), and frequent communication prior to and during construction.

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 Owner's officers, employees and agents as additional insureds.

The County and the Owner both anticipate successful relocation of the conflicting pipelines. However, any dispute that may arise under the Utility Agreement will first be submitted to non-binding mediation. Should any dispute remain unresolved by the mediation, then the matter will be submitted to arbitration.

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

The Parties are public agencies as defined by applicable law. To the extent that liability may be imposed on the Parties by the provisions of Government Code Section 895.2, as between the Parties, each Party shall be liable for its own acts or omissions, including for all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by the relevant Party or its employees or representatives in the performance or omission of any act or responsibility of the relevant Party under this Agreement. In the event that a claim is made against the Parties it is the intent of the Parties to cooperate in the defense of said claim and to cause their insurers to do likewise.

This Letter of Understanding may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single Letter of Understanding



Letter of Understanding Regarding Utility Agreement  
March 23, 2021  
Page 6 of 6

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Please sign below as accepted by Owner and return original to Jesse Mendoza of the Transportation Department, who shall be the primary contact regarding this matter, and who may be reached at (951) 955-6856.

Sincerely,

*Mark Lancaster*

Mark Lancaster  
Director of Transportation

**ATTACHMENT B**

Jurupa Road / Union Pacific Railroad  
Grade Separation Project  
In the City of Jurupa Valley  
Project No. B7-0795  
State Project No. SB132L 6054 (086)

JCSD Summary of Estimated Costs

	JCSD Facility Improvements	FUNDING SOURCE		
		SB 132	JCSD	TOTAL
1	Relocation of a 30-inch Transmission Waterline	\$387,860	\$514,140	\$902,000
1a	Design Costs of 30-inch Transmission Waterline	\$15,519	\$20,571	\$36,090
1b	Inspection of 30-inch Transmission (4%)	\$15,514	\$20,566	\$36,080
2	Relocation of a 12-inch, 18-inch, and 24-inch Waterline		\$1,615,229	\$1,615,229
3	Relocation of a 12-inch AND 18-inch Sewer Line		\$1,727,825	\$1,727,825
4	LOU - Administration, Survey, Soil (5%, 4%, 4%)	\$50,422	\$501,435	\$551,857
	<b>TOTAL COST</b>	<b>\$469,315</b>	<b>\$4,399,766</b>	<b>\$4,869,081</b>

<b>TOTAL JCSD</b>	<b>\$4,399,766</b>
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