

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



ITEM: 3.90
(ID # 26403)

MEETING DATE:

Tuesday, December 03, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approval of the Utility Agreement for De Portola Road Drainage Project between Rancho California Water District (RCWD) and County of Riverside for the relocation of RCWD's facilities within the De Portola Drainage Project. District 3. [\$196,533 Total Cost – RCWD 66%, Local Funds 34%] (Companion Item MT No. 26404)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** the Utility Agreement for De Portola Road Drainage Project between Rancho California Water District and the County of Riverside and authorize the Chair of the Board to execute the same.

ACTION:Policy



Dennis Acuna, Director of Transportation 11/12/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: TLMA-Transp.

(Companion item 3.91)

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$196,533	\$0	\$196,533	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: RCWD 66%, Gas Tax 34%			Budget Adjustment: No	
There are no General Funds used in this project.				
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) is proposing to construct a new sediment basin within County Right of Way along the west side of De Portola Road just north of Shiraz Way, located in the Community of Rancho California. The sediment basin would capture sediment from the nearby hills that often cover portions of De Portola after a rain event and alleviate some of the runoff that floods the road.

Rancho California Water District (RCWD) currently has various facilities that conflict with the proposed sediment basing. RCWD and the County would like to have the County's Contractor perform the relocation work on behalf of RCWD 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 by RCWD under the Utility Agreement and is estimated to cost \$129,406.25.

RCWD owns and operates various lines within the project vicinity. Two water meter relocations will need to be relocated to a new line which requires the County to pay a connection fee to RCWD. As part of the Utility Agreement, the County will pay RCWD \$67,127.00 in connection fees.

RCWD Board Directors will approve the utility agreement at their November 14th, 2024, board meeting.

Project No. D0-0099

Impact on Citizens and Businesses

The drainage project will provide the public with a roadway that will be less prone to flooding during rain events, and significantly reduce the sediment that would flow into the road during heavy rains.

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STATE OF CALIFORNIA**

The work is scheduled to begin in Spring 2025. The work will be phased to keep the road open during construction as much as possible, and it will take approximately two and a half months to complete.

Additional Fiscal Information

RCWD has requested the County include in its construction contract the work to relocate their facilities to accommodate the De Portola Road Drainage Project as described in the Utility Agreement.

The total cost for the construction to relocate RCWD facilities under the Utility Agreement is \$129,406.25. This relocation work will be funded by RCWD funds.

The total cost for the County in connection fees is \$67,127.00 and will be paid with local funds.

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 11/26/2024



Aaron Gettis, Chief of Deputy County Counsel 11/26/2024

**Utility Agreement
For
De Portola Road Drainage Project
Between
Rancho California Water District
And
County Of Riverside
County Project No. D0-0099**

This Utility Agreement (hereinafter referred to as "Agreement") is made and entered into this 03 day of December, 2024, by and between the County of Riverside, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Rancho California Water District, a public agency** (hereinafter referred to as "OWNER"). The COUNTY and OWNER are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

WHEREAS, COUNTY desires to construct a sediment basin, including retaining walls, weirs, grades slopes, drainage improvements, and driveway improvements on De Portola Road at Shiraz Way (hereinafter referred to as "PROJECT"), within the community of Rancho California; and

WHEREAS, OWNER operates and maintains water meters, fire hydrants, and combination air release/vacuum relief valves to be abandoned and/or relocated due to conflicts with PROJECT. Replacement and abandonment of the OWNER's appurtenances (hereinafter referred to as "OWNER PROJECT") will be constructed per improvement exhibits (hereinafter referred to as "RELOCATION EXHIBITS") advertised with De Portola Road Drainage Project by the COUNTY; and

WHEREAS, OWNER operates and maintains a pressure reducing station that delivers water to a twelve (12) inch water main along Shiraz Way (hereinafter referred to as FACILITIES) that have existing reimbursement agreements with OWNER to recover construction costs from properties that benefit from the FACILITIES. The reimbursement agreements require fees to be paid for new connections to the FACILITIES, on a pro-rata share basis, (hereinafter referred to as "REIMBURSEMENT FEES"); and

WHEREAS, COUNTY agrees to pay REIMBURSEMENT FEES to OWNER so that two (2) water meters will be able to connect to the FACILITIES; and

WHEREAS, OWNER agrees to allow the COUNTY's contractor to install improvements in accordance with the RELOCATION EXHIBITS and reimburse the COUNTY for the costs of the OWNER PROJECT.

NOW THEREFORE, the PARTIES herby agree as follows:

AGREEMENT

1. Recitals

The above recitals are true and correct

2. Work Performed by COUNTY for OWNER PROJECT

OWNER provided Exhibit A, attached hereto, and made a part thereof, are the basis for COUNTY to bid OWNER PROJECT. Item numbers two (2) through eleven (11) correspond to the work performed by the COUNTY. Item numbers two (2) through seven (7) correspond to the **relocation of three (3) water meters**; Item numbers eight (8) and ten (10) relate to the **removal of two (2) fire hydrants**; Item nine (9) relates to the **removal of one (1) air vacuum and air release assembly**; and item eleven (11) relates to **reinstalling one (1) of the removed fire hydrants**. Exhibit A has been updated to reflect the actual bid cost proposed by COUNTY's contractor

For water meter relocations, OWNER will be responsible for construction costs to abandon existing water services between the existing water meter locations and existing water mains as well as the cost to install new water services from the twelve (12) inch water line and the customer service valve in accordance with OWNER's standard drawing RW-16. The COUNTY will be responsible for construction costs from the customer service valve to the point of connection to the customer's private water lateral, including the relocation and installation of backflow devices.

3. Work Performed by OWNER for OWNER PROJECT

OWNER will remove the existing water meters and then reinstall them in the relocated locations after all new connections have been performed by the COUNTY's contractor and OWNER observes and approves all testing performed by the COUNTY's contractor.

OWNER will also be responsible for inspecting the OWNER PROJECT at the OWNER's expense. The COUNTY will be responsible for notifying and inviting the OWNER to the preconstruction meeting and provide a 48 hour notice when any portion of the OWNER PROJECT is ready for inspection. The COUNTY agrees to keep the OWNER PROJECT uncovered until the OWNER's inspection has occurred. The COUNTY agrees to direct the COUNTY's contractor to remedy any deficiencies inconsistent with the RELOCATION EXHIBITS. The COUNTY will be responsible for enforcing all safety measures required by law.

4. Financial Responsibility for Work

COUNTY will pay OWNER a total of sixty-seven thousand one hundred twenty-seven dollars and no cents (\$67,127.00) in REIMBURSEMENT FEES.

COUNTY has opened bids for OWNER PROJECT. The estimated construction cost of OWNER PROJECT is one hundred and three thousand five hundred twenty-five dollars and no cents (\$103,525.00). COUNTY will also invoice OWNER a ten percent (10%) contingency for any additional work for which OWNER is responsible for which may

occur during the course of construction as well as a fifteen percent (15%) Administrative Fee for coordination with OWNER throughout PROJECT. Combined, these items make up the total estimated cost for OWNER PROJECT.

ESTIMATED CONSTRUCTION COST	\$103,525.00
CONTINGENCY (10%)	\$10,352.50
ADMINISTRATION (15%)	\$15,528.75
TOTAL	\$129,406.25

After the PROJECT is completed, COUNTY will provide the OWNER with a summary of the total cost of work performed on the OWNER PROJECT and refund unused funds.

5. RELOCATION EXHIBITS

a. Approved RELOCATION EXHIBITS. In furtherance of the COUNTY's request, OWNER has prepared certain exhibits that identify (i) the OWNER Facilities that will be impacted by the Project, and (ii) the relocation areas for the affected facilities shown on the RELOCATION EXHIBITS.

b. Potential Project Delays. OWNER expressly acknowledges that the preparation of refined, modified, adjusted, and/or revised RELOCATION EXHIBITS may impact the development schedule of the PROJECT. OWNER shall not have any liability or obligation to the COUNTY (or others) resulting from any delays in the Project, in the event that the preparation of refined, modified, adjusted, and/or revised RELOCATION EXHIBITS are completed within a reasonable time period. In the event that the refined, modified, adjusted, and/or revised RELOCATION EXHIBITS become necessary due to unforeseen circumstances during the construction phase of the project, OWNER agrees to reasonably expedite the completion of the RELOCATION EXHIBITS to avoid any undue delays to the COUNTY construction contractor, who may be on standby waiting on the completion of refined, modified, adjusted and/or Revised Exhibits to continue OWNER PROJECT or PROJECT.

6. INITIAL COST ESTIMATE, PAYMENT(S) AND RECONCILIATION

a. Initial Cost Estimate. The total estimated cost for OWNER PROJECT is one hundred twenty nine thousand four hundred and six dollars and twenty five cents (\$129,406.25) as identified in Section 4 above (the "Initial Cost Estimate").

b. Payment of Initial Cost Estimate. Concurrent with the OWNER and COUNTY's execution and delivery of this Agreement, the OWNER shall pay COUNTY the Initial Cost Estimate. The Initial Cost Estimate shall be delivered to COUNTY at the address shown in Section 8, below and shall reference the following COUNTY Project File Number: D00099. Notwithstanding any provision herein to the contrary, the OWNER acknowledges and agrees that COUNTY will not begin the OWNER PROJECT unless and until COUNTY has received payment for the Initial Cost Estimate.

c. Reconciliation. Upon completion of the OWNER PROJECT (or cancellation of the Project or termination of this Agreement), COUNTY will calculate the total actual costs and expenses for which the OWNER is responsible hereunder, and the OWNER will be provided with a final invoice identifying said costs and expenses. The OWNER will be billed or refunded as applicable, for any difference between the amounts paid by the COUNTY hereunder and the actual costs and expenses incurred by COUNTY. Any amount owed to COUNTY shall be due no later than thirty (30) days after the OWNER receipt of the final invoice. Similarly, any amount owed by the COUNTY to the OWNER shall be refunded by COUNTY to the OWNER within thirty (30) days following COUNTY's preparation and delivery of the final invoice.

7. INDEMNIFICATION

Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of OWNER under or in connection with any work, authority or jurisdiction delegated to OWNER under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, OWNER shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of OWNER under or in connection with any work, authority or jurisdiction delegated to OWNER under this Agreement except for liability arising out of the willful misconduct or gross negligence of COUNTY, its officers, employees, or agents.

Neither OWNER nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold OWNER harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement except for liability arising out of the willful misconduct or gross negligence of OWNER, its officers, employees, or agents.

8. NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS

Any notices and correspondence provided for in this Agreement, other than payments, to be given by either County or OWNER hereto shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follow:

To OWNER:

Dan Ruiz
Senior Director of Engineering and Planning
Rancho California Water District
42135 Winchester Rd.
Temecula, CA. 92589-9017

To COUNTY:

County of Riverside Transportation Department
3525 14th Street
Riverside, CA 92501
Attention: Alfredo Martinez

9. TERMINATION

In the event that OWNER defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall notify the OWNER of the breach. OWNER shall then have sixty (60) days to remedy the breach. If OWNER fails to resolve it within this period, COUNTY may terminate this Agreement upon ninety (90) days written notice to OWNER.

10. AMENDMENTS

The provisions of this Agreement shall not be altered or amended by any representations or promises of any of the parties unless consented to in writing by both COUNTY and OWNER.

11. GOVERNING LAW

This Agreement shall be subject to and construed according to the laws of the State of California.

12. HEADINGS

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the COUNTY and OWNER rights and obligations, or the construction or interpretation of this Agreement.

13. THIRD PARTY BENEFICIARIES

Nothing herein is intended to create any third-party benefit.

14. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture by and between both parties, the COUNTY and OWNER hereto.

15. WAIVER

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party (COUNTY or OWNER) of any provision under this Agreement shall be effective unless in writing and signed by COUNTY and OWNER, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waive of any subsequent breach of the same.

16. DUPLICATE ORIGINALS AND ELECTRONIC SIGNATURES


This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is executed by each PARTY. Each PARTY to 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 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.

[Signature Page Follows]

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

COUNTY Approvals

RECOMMENDED FOR APPROVAL:


Dated: 11/29/2024
DENNIS ACUNA

Director of Transportation

APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By 
Dated: 11/24/24
Stephanie Nelson, Deputy

APPROVAL BY THE BOARD OF SUPERVISORS


Dated: 12/03/2024

Chuck Washington

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

KIMBERLY A RECTOR, CLERK OF THE BOARD


Dated: 12/03/2024
Deputy
(SEAL)

Rancho California Water District Approvals

APPROVED BY:


Dated: 11-19-24

Jason A. Martin

PRINTED NAME

General Manager

Exhibit A

**RANCHO CALIFORNIA WATER DISTRICT
 COST ESTIMATE FOR WATER SYSTEM RELATED WORK
 DRAINAGE PROJECT FOR DE PORTOLA ROAD AT SHIRAZ ROAD (RCWD PROJECT NO. D2291)**

SHEET	ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL
RC-187 - SHEET 3	1	PROTECT IN PLACE (PIP) 2" Ø AGRICULTURAL SERVICE LATERAL (ASL) AND ASSOCIATED 2" Ø METER & 2" Ø BACKFLOW PREVENTION DEVICE (BFD).	1	EA	\$0.00	\$0.00
RC-188 - SHEET 2	2	ABANDON (REMOVE) 2" Ø COPPER TUBE (CT) ASL, PIP ASSOCIATED 2" Ø METER AND SALVAGE ASSOCIATED 2" Ø BFD PER RANCHO CALIFORNIA WATER DISTRICT (RCWD) STANDARD (STD) DRAWING (DWG) NO. RW-2.	65	LF	\$210.00	\$13,650.00
RC-188 - SHEET 2	3	ABANDON (REMOVE) 2" Ø CT ASL, PIP ASSOCIATED 2" Ø METER & SALVAGE ASSOCIATED 2" Ø BFD PER RCWD STD DWG NO. RW-2.	65	LF	\$210.00	\$13,650.00
RC-188 - SHEET 2	4	ABANDON (REMOVE) 2" Ø CT ASL, PIP ASSOCIATED 1-1/2" Ø METER AND SALVAGE ASSOCIATED 1-1/2" Ø BFD PER RCWD STD DWG NO. RW-2.	65	LF	\$210.00	\$13,650.00
RC-961 - SHEET 2	5	CONSTRUCT 2" Ø CT (TYPE "K") ASL AND REINSTALL SALVAGED 2" Ø BFD PER RCWD STD DWG NO(S). RW-14 & RW-18. RCWD STAFF TO DROP-IN SALVAGED 2" Ø METER PER RCWD STD DWG NO. RW-16 AFTER BACKSIDE PLUMBING AND BFP HAVE BEEN RECONFIGURED BY COUNTY CONTRACTOR.	25	LF	\$415.00	\$10,375.00
RC-961 - SHEET 2	6	CONSTRUCT 2" Ø CT (TYPE "K") ASL AND REINSTALL SALVAGED 2" Ø BFD PER RCWD STD DWG NO(S). RW-14 & RW-18. RCWD STAFF TO DROP-IN SALVAGED 2" Ø METER PER RCWD STD DWG NO. RW-16 AFTER BACKSIDE PLUMBING AND BFP HAVE BEEN RECONFIGURED BY COUNTY CONTRACTOR.	25	LF	\$415.00	\$10,375.00
RC-961 - SHEET 2	7	CONSTRUCT 2" Ø CT (TYPE "K") ASL AND REINSTALL SALVAGED 1-1/2" Ø BFD PER RCWD STD DWG NO(S). RW-14 & RW-18. RCWD STAFF TO DROP-IN SALVAGED 1-1/2" Ø METER PER RCWD STD DWG NO. RW-16 AFTER BACKSIDE PLUMBING AND BFP HAVE BEEN RECONFIGURED BY COUNTY CONTRACTOR.	15	LF	\$635.00	\$9,525.00
RC-961 - SHEET 3	8	ABANDON (REMOVE) 6" Ø POLYVINYL CHLORIDE (PVC) PUBLIC FIRE HYDRANT (PFH) LATERAL AND SALVAGE SUPER FIRE HYDRANT (SFH) PER RCWD STD DWG NO. RW-2.	25	LF	\$110.00	\$2,750.00
RC-961 - SHEET 3	9	ABANDON (REMOVE) 1" Ø CT AIR VACUUM AND AIR RELEASE (AV & AR) ASSEMBLY PER RCWD STD DWG NO. RW-2.	25	LF	\$110.00	\$2,750.00
RC-963 - SHEET 2	10	ABANDON (REMOVE) 6" Ø PVC PFH LATERAL AND SALVAGE SFH PER RCWD STD DWG NO. RW-2.	35	LF	\$80.00	\$2,800.00
RC-963 - SHEET 2	11	CONSTRUCT 6" Ø PVC PFH LATERAL AND REINSTALL SALVAGED SFH PER RCWD STD DWG NO. RW-6.	75	LF	\$320.00	\$24,000.00

TOTAL

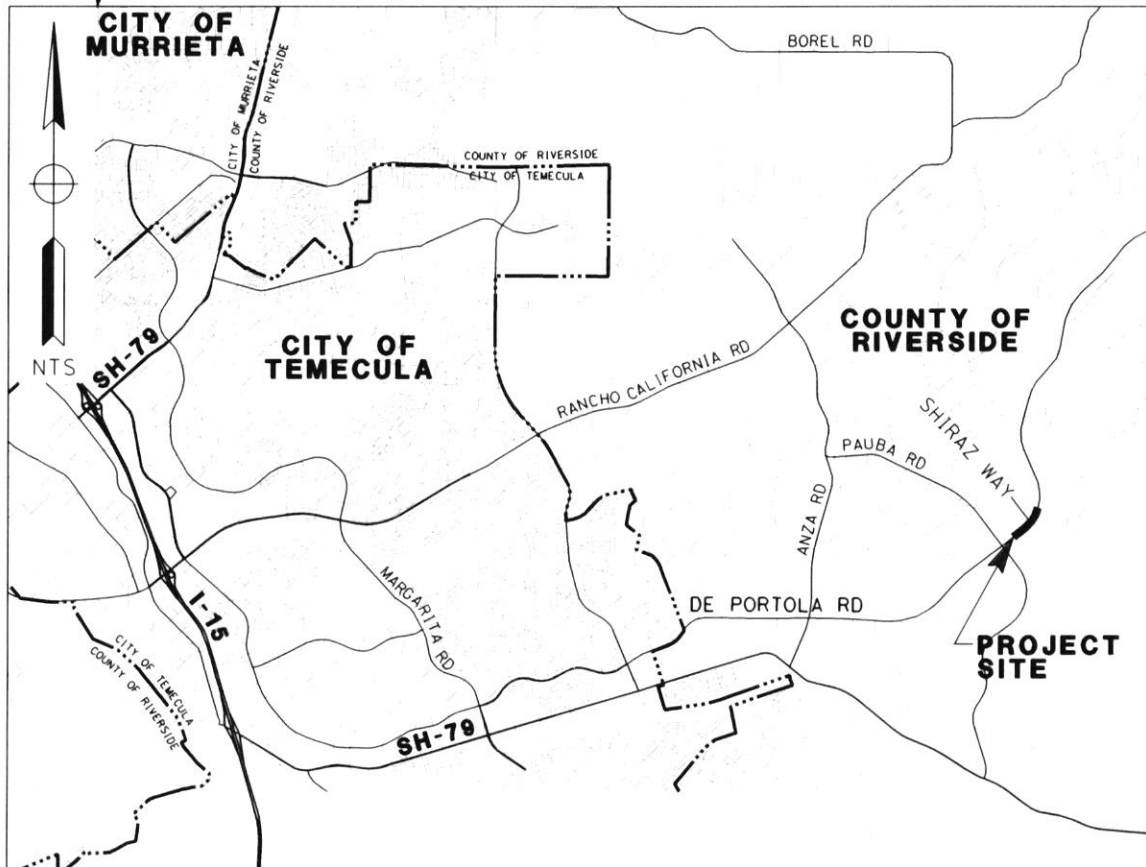
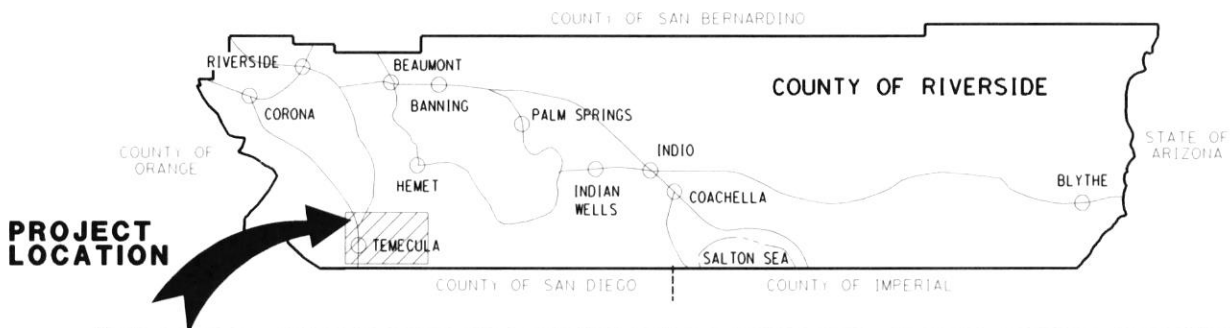
\$103,525.00

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

DE PORTOLA ROAD DRAINAGE IMPROVEMENTS PROJECT

SHIRAZ WAY TO 650-FEET NORTHERLY
COMMUNITY OF RANCHO CALIFORNIA

PROJECT No. D0-0099



VICINITY MAP