

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



ITEM: 3.39  
(ID # 27170)

**MEETING DATE:**

Tuesday, March 11, 2025

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Utility Agreement for Pauba Road Widening Project between Rancho California Water District (RCWD) and County of Riverside for the relocation of RCWD's facilities within the Pauba Road Widening Project. District 3. [\$120,000 Total Cost – Local Funds 100%]  
(Companion Item MT No. 27115)

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

1. **Approve** the Utility Agreement for Pauba Road Widening 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 2/26/2025

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**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: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: March 11, 2025  
xc: TLMA-Transp.

Kimberly A. Rector  
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>	\$ 120,000	\$ 0	\$ 120,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax 100%			<b>Budget Adjustment:</b> No	
There are no General Funds used in this project.			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

**Summary**

The County of Riverside (County) is proposing to reconstruct approximately 1.1 miles of Pauba Road between Via Del Monte and Calle Contento, located in the Community of Rancho California. The roadway would be realigned both horizontally and vertically for better drivability and widened from the existing 20-foot wide road to a 28-foot wide road to accommodate two 12-foot travel lanes with 2-foot paved shoulders.

Rancho California Water District (RCWD) currently has various facilities that will need to be relocated to accommodate the horizontal and vertical changes to the roadway. 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. RCWD has prior right over this portion of the road and does not have any financial responsibility to pay for the relocations. In addition, the County will need to reimburse RCWD for their coordination, review, and inspection (soft costs) of the project which is estimated as \$120,000.

RCWD has requested a betterment to the project, which is estimated to cost approximately \$120,000, which RCWD would be financially responsible for.

This agreement will allow the County to perform the betterments requested by RCWD in exchange for RCWD waiving their soft costs for County project.

RCWD Board Directors will approve the utility agreement at their February 13<sup>th</sup>, 2025, board meeting.

Project No. C9-0063

**Impact on Citizens and Businesses**

The improvements will improve safety and traffic operations by eliminating the hazards associated with narrow roadways. The project will replace existing deteriorated pavement with

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

new hot mix asphalt to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in early 2025. The work will be phased to keep the road open during construction as much as possible and will take approximately four months to complete.

**Additional Fiscal Information**

RCWD has requested the County perform additional work as a betterment to their facilities estimated as \$120,000. The County is currently responsible for reimbursing RCWD for their soft costs associated to RCWD relocations.

The Utility Agreement will not require any payments between the parties unless the cost of the betterment exceeds RCWD's soft costs or RCWD's soft costs are found to be lower than the betterment costs.

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Utility Agreement

Vicinity Map

  
\_\_\_\_\_  
Jason Farin, Principal Policy Analyst 3/5/2025

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 2/27/2025



**Utility Agreement  
For  
Pauba Road Widening Project  
Between  
Rancho California Water District  
And  
County Of Riverside  
County Project No. C9-0063**

This Utility Agreement (hereinafter referred to as "Agreement") is made and entered into this 11<sup>TH</sup> day of MARCH, 2025, 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 "RANCHO"). The COUNTY and RANCHO are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES."

**RECITALS**

**WHEREAS**, COUNTY is proceeding with the construction of the Pauba Road Widening Project ("Project") between Via Del Monte and Calle Contento in the Community of Rancho California in Riverside County; and

**WHEREAS**, the Project proposes to reconstruct an approximately 1.1 mile segment of Pauba Road between Via Del Monte and Calle Contento. Pauba Road will be realigned both vertically and horizontally for better drivability and widened from the existing 20-foot wide road to a 28-foot wide road to accommodate two 12-foot travel lanes with paved shoulders; and

**WHEREAS**, COUNTY advertised the Project for bid on or about September 10, 2024, received and opened bids for the Project on December 18, 2024, and will request award of a contract to Nationwide Contracting Services, Inc. ("Contractor") to complete the work set forth in the contract ("Project Contract"); and

**WHEREAS**, RANCHO owns, operates and maintains water facilities which are located within Pauba Road which include but are not limited to two (2) twenty four inch (24") diameter water lines (RC137 and RC920), one twelve inch diameter (12") water line (RC56), and one eight inch diameter (8") water line (RC137 located along Mesa Verde Circle), and various appurtenances such as water meters, Cathodic Protection test stations, Air Vac and Air Release Valves, and Fire Hydrants (collectively "Rancho Facilities")

**WHEREAS**, the Rancho Facilities will need to be relocated as part of the work associated with the Project; and

**WHEREAS**, RANCHO has supplied documentation to COUNTY showing it has superior rights for the Rancho Facilities located within the limits of the Project limits; and

**WHEREAS**, COUNTY has reviewed and agreed that it is fiscally responsible for all costs associated with relocation of the Rancho Facilities; and

**WHEREAS**, COUNTY has prepared certain plans/designs that identify (i) the Rancho Facilities that will be impacted by the Project and (ii) the relocation areas for the affected Rancho Facilities which include protecting the 24" RC137 pipeline and relocating its appurtenances (the "Relocation Plans"); and

**WHEREAS**, RANCHO has now developed two alternative scopes of work to relocate the Rancho Facilities designated as: (1) Alternative 1 – Current Work Scope to Relocate Appurtenances on 24" CML&C – RC137 (1977) ("ALTERNATIVE 1"); and (2) Alternative 2 – Relocate Appurtenances to Newer 24" CML&C – RC920 (2008) ("ALTERNATIVE 2"); and

**WHEREAS**, the scope of work and estimated cost of the work for both ALTERNATIVE 1 and ALTERNATIVE 2 are set forth in Exhibit "A" attached hereto and incorporated herein by reference and

**WHEREAS**, the total cost of ALTERNATIVE 1 is estimated to be \$400,000 (Rounded) and includes \$120,000 in estimated labor costs for RANCHO to complete plan check and inspections; and

**WHEREAS**, the total cost of ALTERNATIVE 2 is estimated to be \$400,000 (Rounded) but does not included any labor costs for RANCHO to complete plan check and inspections; and

**WHEREAS**, COUNTY and RANCHO have now evaluated ALTERNATIVE 1 and ALTERNATIVE 2 and agree that ALTERNATIVE 2 is the preferred alternative; and

**WHEREAS**, proceeding with ALTERNATIVE 2 will reduce the potential of roadway repair during and after construction due to potential leaks in the 24" inch RC137 pipeline, providing a benefit to both PARTIES; and

**WHEREAS**, based upon the estimated costs included in Exhibit A, if RANCHO waives its labor costs for plan check and inspections related to the relocation, proceeding with ALTERNATIVE 2 will not increase costs to COUNTY; and

**WHEREAS**, COUNTY and RANCHO now desire to enter into this Agreement to allow the COUNTY to proceed with the ALTERNATIVE 2.

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

## AGREEMENT

### 1. Recitals

The above recitals are true and correct.

### 2. Work Performed by COUNTY

COUNTY will hire a consultant from their approved Consultant List to develop relocation plans and specifications ("ALTERNATIVE 2 RELOCATION PLAN") for the relocation of the RANCHO Facilities as shown in ALTERNATIVE 2 which is attached hereto as Exhibit "A" and incorporated herein by reference which will be subject to RANCHO's review and approval. Upon approval by RANCHO of the ALTERNATIVE 2 RELOCATION PLAN, the COUNTY will incorporate the work included in the ALTERNATIVE 2 RELOCATION PLAN into the work of the PROJECT and direct the Contractor to complete the work at COUNTY's expense.

### 3. Work Performed by RANCHO

RANCHO will expeditiously review and provide comments for all submittals provided by COUNTY and its Contractor. RANCHO will coordinate comment resolution meetings to discuss concerns.

RANCHO will also be responsible for inspecting its facilities and moving water meters once piping has been constructed and tested to RANCHO's satisfaction.

### 4. Financial Responsibility for Work

COUNTY will be responsible for all costs associated with relocating RANCHO'S Facilities under either ALTERNATIVE 1 or ALTERNATIVE 2.

If COUNTY elects to proceed with ALTERNATIVE 1, it will pay RANCHO for costs incurred to check the plans and inspect the work associated with the relocation. After the PROJECT is completed, RANCHO will provide COUNTY with a summary of the total staff costs incurred by RANCHO in connection with the ALTERNATIVE 1 and COUNTY will reimburse RANCHO for said costs.

If COUNTY elects to proceed with ALTERNATIVE 2, RANCHO will be responsible for all staff costs of conducting any plan checks of relocation plans and specifications and the staff costs associated with the inspection of the work associated with the relocation work.

Upon completion of ALTERNATIVE 2 (or cancellation of the Project or termination of this Agreement), COUNTY will calculate the total actual costs and expenses for which RANCHO is responsible hereunder, and RANCHO will provide a

final accounting of its staff costs. The COUNTY 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 RANCHO. Any amount owed to COUNTY shall be due no later than thirty (30) days after RANCHO's receipt of the final invoice. Similarly, any amount owed by the COUNTY to RANCHO shall be paid by the COUNTY to RANCHO within thirty (30) days following the COUNTY's preparation and delivery of the final invoice.

COUNTY expressly acknowledges that the preparation of refined, modified, adjusted, and/or revised Relocation Plans may impact the development schedule of the PROJECT. RANCHO shall not have any liabilities or obligation to the COUNTY (or others) resulting in delays in the Project in the event that the preparation of refined, modified, adjusted, and/or revised Relocation Plans are completed within a reasonable time period. In the event that the refined, modified, adjusted, and/or revised Relocation Plans become necessary due to unforeseen circumstances during the construction phase of the PROJECT, RANCHO agrees to reasonably expedite the review of Relocation Plans to avoid any undue delays to the COUNTY's Contractor, who may be on standby waiting on the approval of refined, modified, adjusted and/or Revised Plans to continue PROJECT.

#### 5. 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 RANCHO under or in connection with any work, authority, or jurisdiction delegated to RANCHO under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, RANCHO 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 RANCHO under or in connection with any work, authority or jurisdiction delegated to RANCHO under this Agreement.

Neither RANCHO 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 RANCHO 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.

6. NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS

Any notices and correspondence provided for in this Agreement, other than payments, to be given by either County or RANCHO 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 14<sup>th</sup> Street  
Riverside, CA 92501  
Attention: Alfredo Martinez

7. TERMINATION

In the event that RANCHO 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 have the option to terminate this Agreement upon ninety (90) days written notice to RANCHO.

8. 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.

9. GOVERNING LAW

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

10. 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 RANCHO rights and obligations or the construction or interpretation of this Agreement.



11. THIRD PARTY BENEFICIARIES

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

12. 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 RANCHO hereto.

13. WAIVER

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom, practice, or course of dealing. No waiver by any Party (COUNTY or RANCHO) of any provision under this Agreement shall be effective unless in writing and signed by COUNTY and RANCHO, 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 waiver of any subsequent breach of the same.

14. 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 OF RIVERSIDE**

By   
Dennis Acuna  
Director of Transportation

**RANCHO CALIFORNIA  
WATER DISTRICT**

By   
Jason Martin  
General Manager

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**APPROVED AS TO FORM:**

Minh C. Tran, County Counsel

By   
Stephanie Nelson, Deputy

Dated 2/27/25

**APPROVAL BY THE BOARD OF SUPERVISORS**

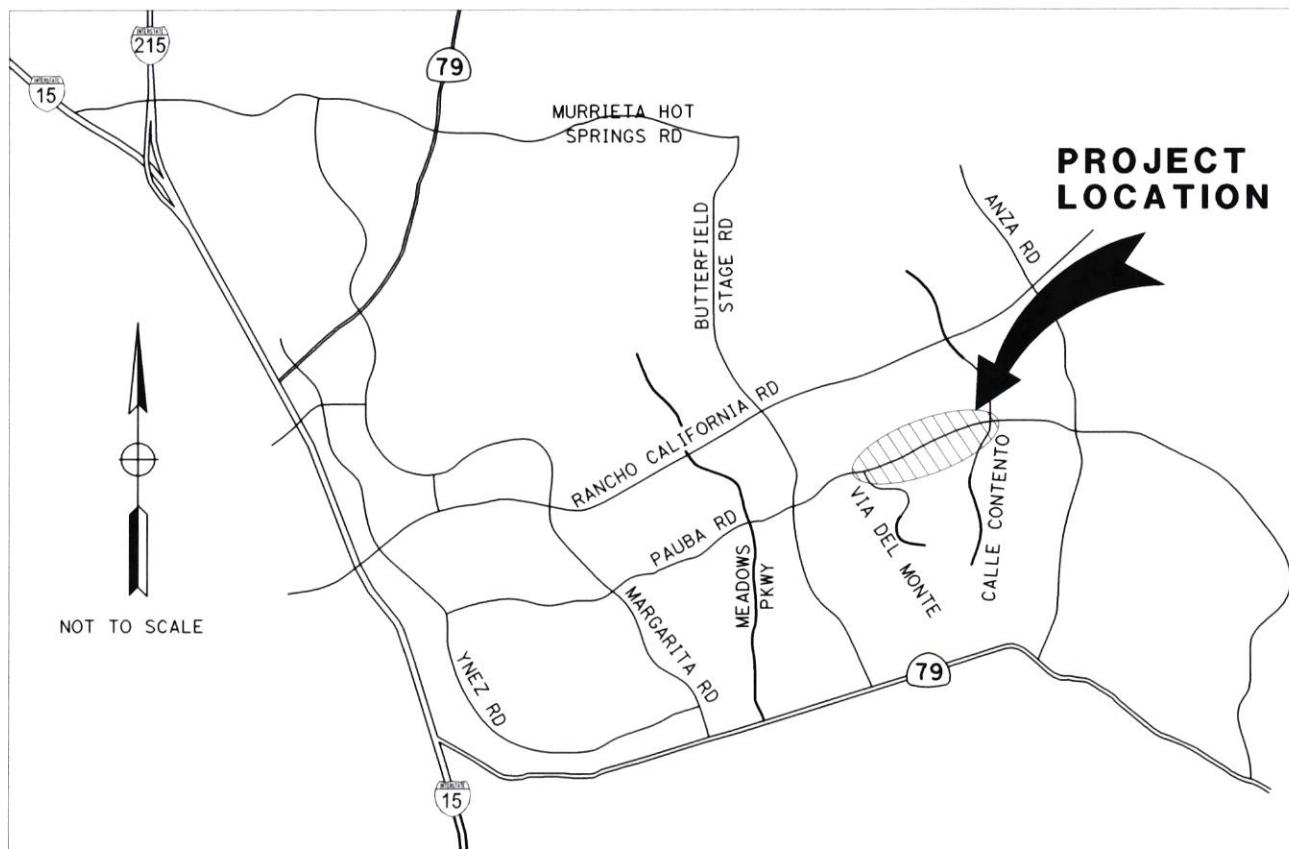
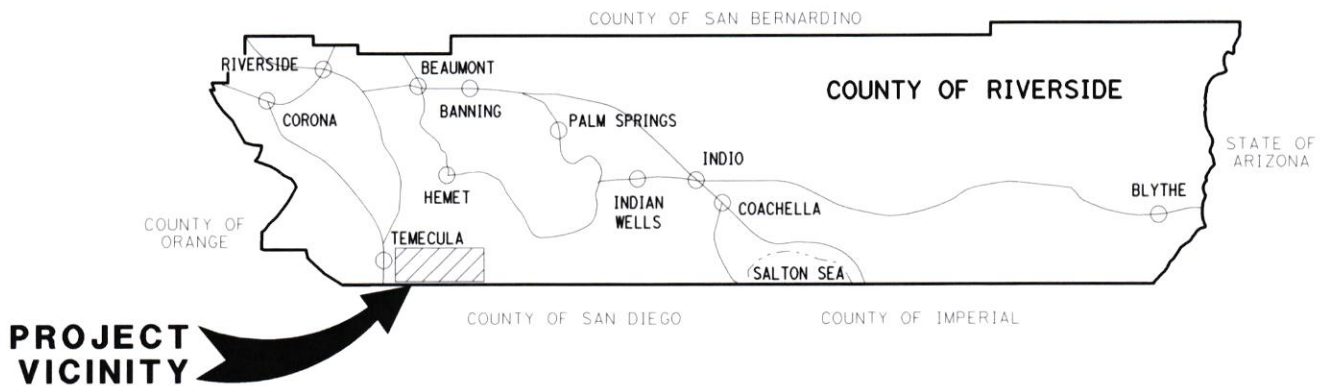
By:  Dated: 03/11/2025  
Chairperson - **V. MANUEL PEREZ**  
Chairman, Riverside County Board of Supervisors

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By   
**DEPUTY**

# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

## PAUBA ROAD WIDENING VIA DEL MONTE TO CALLE CONTENTO COMMUNITY OF RANCHO CALIFORNIA PROJECT No. C9-0063



**VICINITY MAP**