

CENTRAL BASIN MUNICIPAL WATER DISTRICT

OCTOBER 12, 2006 - Water Resources
Cole, Vasquez

OCTOBER 24, 2006 - Board Meeting

Prepared by: Van M. Jew

Submitted by: Steven Apodaca

Approved by: Art Aguilar

ACTION CALENDAR

RELOCATION OF THE RECYCLED WATER MAIN ADJACENT TO THE I-5 PROJECTSUMMARY:

The State of California, Department of Transportation (Caltrans) is widening the Interstate 5-Freeway in the vicinity of the Cities of Santa Fe Springs and Norwalk. To accommodate this project, the District will be required to relocate about 3,000-feet of 16-inch diameter recycled water main located along Firestone Boulevard between Shoemaker Avenue and Carmenita Road. Caltrans desires that all utilities have their facilities relocated by the end of 2007. Existing recycled water customers that will be impacted by this project are Shaw Industries, Ramona Park, Ramona Elementary School and an irrigation median – totaling 214 acre-feet per year.

Cost and Burden of Cost for the Relocation

Staff estimates that the total relocation effort will cost slightly under \$2 million. Staff and the District Legal Counsel have also been working with Caltrans to secure a reimbursement agreement whereby Caltrans would pay for the District's relocation effort. Recently, the District received from Caltrans a "Notice to Owner" (Exhibit "A") stating that Caltrans will pay 100% of the relocation costs. Caltrans will also be issuing a reimbursement agreement to the District similar to Exhibit "B." Based on the receipt of the "Notice to Owner", District Legal Counsel has recommended that the District proceed with the project.

"Request for Proposals" (RFP) to Prepare Relocation Construction Documents

To meet Caltrans' project schedule, the District will need to commence the design of relocating the District's 16-inch pipeline. Staff issued an RFP for professional design services for the "Relocation of the Recycled Water Main Adjacent to the I-5 Project." The RFP was sent to ten (10) firms and advertised on the District's website. In response to the RFP, five (5) firms attended the pre-proposal meeting and three (3) firms actually submitted proposals.

Staff reviewed and evaluated the proposals for factors such as:

- Completeness of proposal;
- Project understanding and work plan;
- Firm's experience;
- Project team;
- Proposed work schedule; and
- Reasonableness of fee.

The following is a summary of the rankings and associated proposal costs submitted by each of the proposing firms:

Overall Rank	Team	Composite Score	Proposal Fee
1	Daniel Boyle Engineering	94.3	\$136,475
2	Water 3 Engineering, Inc.	86.0	\$134,630
3	RBF Consulting	80.0	\$198,097

Each firm has the requisite experience to perform the work in a professional manner. The significant strength of Daniel Boyle Engineering, which resulted in a greater score and overall best-value to the District, is their extensive project design experience, highly qualified design team and previous design work performed for the District. Staff believes that Daniel Boyle Engineering has demonstrated their ability to appropriately staff the Project and brings the requisite project management and technical skills along with subconsultant teams to deliver the Project in a timely manner.

Additional Information

Given the "Notice to Owner" as issued by the State to the District, Central Basin is required by the California Code of Regulations to relocate the 16-inch pipeline. Alternatively, the District may abandon the 16-inch pipeline which would result in the termination of recycled water service to the affected customers whom include Shaw Industries.

FISCAL IMPACTS:

Caltrans will be reimbursing 100% of the District's relocation costs. Staff currently estimates that the total relocation costs will be slightly under \$2 million.

ENVIRONMENTAL COMPLIANCE:

Permit requirements will be determined during the design phase.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Committee on October 12, 2006 and was recommended for approval at the October 24, 2006 Board meeting.

RECOMMENDED MOTION:

That the Board authorizes the General Manager to enter into a contract with Daniel Boyle Engineering to provide professional design services for the relocation of the Recycled Water Main Adjacent to I-5 Project for an amount of \$136,475, plus 10% for contingencies for a total not-to-exceed amount of \$150,123.

LIST OF EXHIBITS:

- Exhibit "A" – Notice to Owner
- Exhibit "B" – Draft Reimbursement Agreement

EXHIBIT “A”

NOTICE TO OWNER (Rev)

RW 13-4 (Rev. 9/96)

NOTICE TO OWNER

(Revised)

Number 7-11564

To: Central Basin Water District
17140 S. Avalon Blvd. Suite 300
Carson, CA 90746-1296
Attn: Van Jew

Access Code: 2159C1

Dist.	County	Route	KP(PM)	E.A.
07	LA	5	KP 44.864/44.977	2159C1
Federal Aid No.: ACNHI 59(926)				
Owners File: 11564				
Date: 9-12-06		Freeway: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Dear Mr. Van Jew

Because of the State Highway construction project: Reconstruct interchange in Santa Fe Springs and Norwalk from 0.2 KM North of Alondra Blvd. overcrossing to Shoemaker Aveue overcrossing.

Which affects your facilities: 406mm water pipeline in Excelsior Road, 406 mm water pipeline In Firestone Blvd., and 150mm water pipeline along Dinard Avenue.

You are hereby ordered to: relocate your facilities as per approved plans .

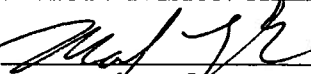
Your work schedule shall be as follows: work shall be performed by June 2008.

Notify Edmundo Gutierrez- Caltrans Utility Engineer – at (213) 897-1881 to coordinate construction.

Liability for the cost of the work is: “The existing facilities described above will be relocated at 100% State expense. Per Streets & Highways Code 703: Whenever relocation of such facilities is required, the State shall pay the cost of relocation, provided the facility was lawfully maintained and originally installed in its existing location prior to to the public highway becoming part of a State Highway.

DOUG FAILING
DISTRICT DIRECTOR

ANDREW P. NIERENBERG
DISTRICT DIVISION CHIEF

By 
Mark Lyles
DISTRICT UTILITY COORDINATOR

R/W
D. H.

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.

EXHIBIT “B”



Dist.	Co.	Rte.	K.P.	E.A.
7	LA	5	44.864/44.977	2159C1
Federal Aid No.: ACNHI 52(926)				
Owner's File: Work Order:				
Federal Participation: On the Project: <input type="checkbox"/> yes no				
On the Utilities: <input type="checkbox"/> yes no				

Access Code 2159C1

UTILITY AGREEMENT NO. 7UA-11564

DATE _____

The State of California acting by and through the Department of Transportation, hereinafter called "STATE" proposes to reconstruct interchange in Santa Fe Springs and Norwalk from 0.2KM North of Alondra Blvd. Overcrossing to Shoemaker Avenue overcrossing. **Central Basin Municipal Water District** herein after called "OWNER" owns and maintains **406mm water pipeline in Excelsior Road, 406mm water pipeline in Firestone Blvd. and 150mm water pipeline along Dinard Avenue**, within the limits of STATE'S project which requires relocation to accommodate STATE'S project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

"In accordance with Notice to Owner No. 7-11564 dated September 12, 2006, OWNER shall relocate the (5) fire hydrants and a (2) 406 mm pipelines and a 150mm pipeline, to clear the State project. All work shall be performed substantially in accordance with _____ consisting of ___ sheet, a copy of which is on file in the District office of the Department of Transportation 100 Main Street, Los Angeles, California 90012. Deviations from the Owner's plan described above initiated by either the STATE 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 STATE and 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 receipt 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."

II. LIABILITY FOR WORK

The existing facilities described above will be relocated at 100% State expense. Streets & Highways Code 703: Whenever relocation of such facilities is required, the State shall pay the cost of relocation, provided the facility was lawfully maintained and originally installed in its existing location prior to the public highway becoming part of a State Highway.

III. PERFORMANCE OF WORK

"OWNER agrees to perform the herein-described work with its own forces or to cause the herein-described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion."

Prevailing Wage Requirements for Contracted Work

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENTS FOR WORK

The STATE shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization or prepared on OWNER's letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with uniform system of accounts prescribed for OWNER by the California Communications Commission, whichever is applicable

It is understood and agreed that the STATE 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 STATE for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I. above. If the STATE 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 STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned.

The final OWNER's cost billing shall be in the form of an itemized statement of the total costs charged to the project, less any amounts covered by progress billings. However, the STATE 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. 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 any event if the final bill exceeds 125% of the estimated OWNER's 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 STATE.

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 bill and will be available for audit by State and Federal auditors. OWNER agrees to comply with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of 9/15/2005 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 STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of construction and inspection work by the STATE and OWNER respectively, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

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

It is understood that said highway is a Federal aid highway and accordingly 23 CFR 645 is hereby incorporated into this Agreement

**UTILITY AGREEMENT (Cont.)
RW 13-5 (Rev. 10/95)**

Utility Agreement No. 7UA-11564

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$

CERTIFICATION OF FUNDS			
I hereby certify upon personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.			
H Q Accounting Officer			Date
CHAP	S TAT	FY	AMOUNT

FUND TYPE	EA	AMOUNT
Design Funds	0	\$
Construction Funds		
RW Funds	2159C9	\$ ITEM

STATE:

By _____
ANDREW P. NIERENBERG
 R/W Project Delivery Manager-Southern Region
 Date _____

OWNER:

By _____
Central Basin Water District
 Date _____

APPROVAL RECOMMENDED:

By _____
Mark Lyles/District Utility Coordinator, Right of Way
 Date _____

By _____
Donald Hobby Utility Coordinator
 Date _____

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

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSE ONLY

PLANNING AND MANAGEMENT COMPLETES EXCEPT SHADED COLUMNS:

T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
	UA0011564		23	440	07	2159C9			07	7	054	\$.

EA FUNDING VERIFIED :	
Sign	
Print	
R/W PLANNING and MANAGEMENT	Date

REVIEW REQUEST FUNDING	
Sign	
Print	Donald Hobby
Utility Coordinator	Date