

CITY OF MENIFEE

UTILITY AGREEMENT

DISTRICT	COUNTY	ROUTE	POST MILE	EA	PROJECT ID
N/A	Riverside	N/A	N/A		N/A
FEDERAL AID NUMBER			OWNER'S PLAN NUMBER		
5483 (011)			D-58277 through D-58285B		
FEDERAL PARTICIPATION					
On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      On the Utilities <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
UTILITY AGREEMENT NO.    1			DATE		

The City of Menifee ("LOCAL AGENCY") proposes to construct a bridge over Salt Creek on Bradley Road, in Menifee, Riverside County, California ("Project"). This agreement supersedes existing "Reimbursement Agreement for the Relocation and Installation of Eastern Municipal Water District Water and Recycled Pipelines Located Within Bradley Road Salt Creek Bridge Project by the City of Menifee" entered on May 3<sup>rd</sup>, 2021 between City of Menifee and Eastern Municipal Water District.

Eastern Municipal Water District (EMWD)

hereinafter called "OWNER," owns and maintains the following:

- a 12" PVC water main, a 12" CML&C water main,
- a 48" CML&C recycled water main, a 48" RCP sewer main, and
- a 21" VCP sewer main

(collectively, the "Utility Facilities") within the limits of LOCAL AGENCY's Project that require relocation to accommodate the LOCAL AGENCY Project.

It is hereby mutually agreed that:

**I.            WORK TO BE DONE:**

In accordance with Notice to Owner No. 1 dated 08/08/2024, LOCAL AGENCY shall relocate OWNER's Utility Facilities as shown on LOCAL AGENCY's contract plans for the improvement of Bradley Road Bridge Over Salt Creek which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY 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 LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities except in the case of liability determined pursuant to Water Code 7034 or 7035.

**II.          LIABILITY FOR WORK**

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The existing facilities are located within the LOCAL AGENCY's right of way under permit and will be relocated at OWNER's expense under the provisions of Section (673) (680) of the Streets and Highways Code.

**III. PERFORMANCE OF WORK**

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

**IV. PAYMENT FOR WORK**

The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$2,028,000.00.

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

**V. GENERAL CONDITIONS****Local Agency Liable for Review and Design Costs, and Project Cancellation Procedure Clause:**

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 08/08/2024 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 LOCAL AGENCY's Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LOCAL AGENCY under the terms of this Agreement are subject to the acceptance of the Agreement by LOCAL AGENCY Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

**Master Agreement/Contract Specifies Equal Replacement Rights:**

Upon completion of the work to be done by LOCAL AGENCY in accordance with the above mentioned plans and specifications, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location.

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Federal Aid Clause - Master Agreement/Contract:

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the LOCAL AGENCY and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645

[SIGNATURES ON FOLLOWING PAGE]


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

**LOCAL AGENCY (City of Menifee)**

By:   
Armando G. Villa  
City Manager

Date: 10/26/2024

Attest:

By:   
Stephanie Roseen  
Acting City Clerk

Date: 10/28/2024

Approved as to Form:

By:   
Jeffrey Melching  
City Attorney

Date: 10/25/2024

**OWNER (EMWD)**

By:   
Joe Mouawad  
General Manager

Date: 10/31/2024

Attest:

By:   
Sheila Zelaya  
Board Secretary

Date: 10/31/24