

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

305A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 15, 2009

SUBJECT: Utility Agreement with the Southern California Edison Company for the Relocation of Conflicting Distribution Electric Facilities, State Route 60 at Valley Way, West Riverside area

RECOMMENDED MOTION: That the Board approve the submitted Utility Agreement between the County of Riverside and the Southern California Edison Company for the relocation of aerial distribution electric facilities which are in conflict with the planned interchange improvements at State Route 60 at Valley Way, and authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND: The Transportation Department is currently finalizing plans and specifications and other project requirements for the construction of interchange improvements at State Route 60 and Valley Way.

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 55,205	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Measure A (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE

Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. | District: 2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.60

The Honorable Board of Supervisors

RE: Utility Agreement with the Southern California Edison Company for the Relocation of
Conflicting Distribution Electric Facilities, State Route 60 at Valley Way, West Riverside area
June 15, 2009

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The submitted agreement provides for the relocation of conflicting aerial distribution electric facilities by the Edison Company. The relocation expense is to be shared equally by the Edison Company and the County of Riverside. This cost sharing is consistent with the master utility agreement between the State of California and the Edison Company, with which we are obligated to comply. The cost to the County for its share of the relocation work is \$55,205.50.

The Transportation Department has prepared the submitted agreement in accordance with State of California requirements, inasmuch as the County is acting as an agent of the State on this project. The agreement is consistent with the project requirements, and has been reviewed and approved by County Counsel.

Project no. B0-0491

**COUNTY OF RIVERSIDE
UTILITY AGREEMENT**

Based on Caltrans RW 13-5 (Rev. 4/2000)

Dist	Co	Rte	KP	EA
8	RIV	60	R10.6/12.1	463501
Federal Aid No.: CMLN-5956(126)				
Owner's File: CRE File No. CAL06144513				
FEDERAL PARTICIPATION:				
	On the Project	XX	Yes	No
	On the Utilities		Yes	No XX

UTILITY AGREEMENT NO. 20330 Date: _____, 2009

The County of Riverside hereinafter called "COUNTY," proposes to construct roadway improvements at the State Highway 60 at the Valley Way Interchange in the West Riverside area of Riverside County, hereinafter referred to as "PROJECT", as a cooperative project between COUNTY and the State of California Department of Transportation, hereinafter referred to as STATE. COUNTY is the lead agency for PROJECT and is acting as an agent of the STATE with respect to PROJECT, under the terms of a cooperative agreement between STATE and COUNTY, with oversight provided to COUNTY by STATE.

Southern California Edison Company

Hereinafter called "OWNER," owns and maintains distribution electric facilities within the limits of COUNTY's project which requires relocation of five wood utility poles and attachments.

To accommodate COUNTY's project, it is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with COUNTY's Notice to Owner dated April 9, 2009 which is attached and made a part hereto, OWNER shall relocate 5 wood utility distribution poles and associated equipment. All work shall be performed substantially in accordance with the owners plan for OWNER'S work-order no. 6230-6751 consisting of one sheet, a copy of which is on file at COUNTY office at 3525 14th Street, Riverside, CA. 92501. Deviations from the OWNER'S plan described above, initiated by either COUNTY or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by COUNTY and agreed to / 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 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.

II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 50% COUNTY expense and 50% OWNER expense in accordance with Section 7 of the Master Agreement dated November 1, 2004.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein-described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel, or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by State's representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001—59 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. 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 Five (5) copies 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 incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commissions or Federal Communications Commissions, whichever is applicable.

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 and that OWNER shall give credit to the COUNTY for the "used life" or accumulated depreciation of the replaced facilities and for salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit 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 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 I above. If the COUNTY 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 COUNTY has delivered to OWNER fully executed Directors Deeds, Consents to Common Use or Joint Use Agreement as required for Owner's facilities, COUNTY 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. 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 Transportations Commission.

The final billing shall be in the form of an 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 costs of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by the 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 I, 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 Transportations 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 I 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 the County and or Federal auditors. Owner agrees to comply with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq, 23 CFR, Chapter 1, Part 645 and / or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent County and / or Federal audit determines payments to be unallowable, OWNER agrees to reimburse COUNTY upon receipt of the COUNTY's billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of COUNTY's request of November 10, 2005 to OWNER 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 by 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.

All obligations of COUNTY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocations of those funds by the California Transportation Commissions.

OWNER shall submit a Notice of Completion to COUNTY 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, Chapter 1, 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between COUNTY and 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.

THE ESTIMATED COST TO THE COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED
WORK IS AS FOLLOWS:

Consisting of Design funds:	\$ _____
Consisting of Construction funds:	\$ _____
Consisting of Right of Way funds:	\$ <u>55,205.50</u>
Total	\$ <u>55,205.50</u>

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and
year above written.

COUNTY OF RIVERSIDE:

SOUTHERN CALIFORNIA EDISON:

By: _____
Chairman of the Board of Supervisors Dated

By: Carol J. Brown, 5/7/9
CAROL J. BROWN, R/W AGENT Dated

ATTEST:

ATTEST:

FORM APPROVED COUNTY COUNSEL

By: NEAL R KIPNIS DATE
APPROVED AS TO FORM: Dated

By: _____
APPROVED AS TO FORM: Dated

By: _____
Dated

By: _____
Dated

COUNTY OF RIVERSIDE
NOTICE TO OWNER

NOTICE TO OWNER

Number 20330

Dist.	County	Route	KP(PM)	E.A.
08	Riverside	60	R10.6/12.1	463501
Federal Aid No.: CMLN-5956 (126)				
Owners File: 6230-6751/8-6779				
Date: April 9, 2009		Freeway: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

To: Southern California Edison
9500 Cleveland Avenue #100
Rancho Cucamonga, CA 91730

Attention: Carol J. Brown, SCE Right of Way Agent
(951) 506-5533

Because of the highway construction project: SR 60 Mission Boulevard / Valley Way Interchange in the Rubidoux area of Riverside County. Project includes the construction of new freeway ramps at Mission Boulevard and Byrne Road and associated improvements.

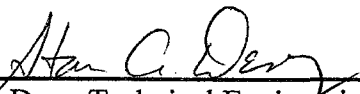
Which affects your facilities: Power poles #2326056E, #1581234E, #1581233E, #1581232E and #1645621E, located within the projects limits.

You are hereby ordered to: Relocate and replace your existing conflicting facilities in accordance with the Owners work order no. 6230-6751/8-6779 and the attached plan dated March 12, 2009.

Your work schedule shall be as follows: Relocation is necessary prior to construction; start date October 21, 2009. The County will contact Owner 90 days prior to construction. Owner requires a lead time of 90 days to order poles and schedule crews.

Notify: Stan Dery, Riverside County Utilities Unit at telephone number (951) 955-6780 72 hours prior to initial start of work, and an additional 24 hours notification for subsequent restart when the work schedule is interrupted.

Liability for the cost of the work is: The existing facilities will be relocated at 50% Owner's expense and 50% County's expense in accordance with Section 7 of Freeway Master Agreement dated November 1, 2004.



Stan Dery, Technical Engineering Unit Supervisor
Utilities Unit

cc: John Marcinek
David Buzon-Caltrans
Utility File

Attachments