

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

178A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
September 21, 2009

SUBJECT: Utility Agreement with Southern California Edison Company for the Relocation of Conflicting Aerial Electrical Facilities, Interstate 10 at Palm Drive / Gene Autry Trail, Palm Springs area

RECOMMENDED MOTION: That the Board approve the Utility Agreement between the County of Riverside and the Southern California Edison Company for the relocation of aerial electrical facilities which are in conflict with the planned interchange improvements at Interstate 10 and Palm Drive / Gene Autry Trail, 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 Interstate 10 and Palm Drive / Gene Autry Trail.

Juan C. Perez
Director of Transportation

JCP:sd

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 475,991	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: TUMF (CVAG) (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: Synthia M. Gunzel 9-1-09
DATE: 9-1-09
SYNTHIA M. GUNZEL
Departmental Concurrence

Policy

Policy

Consent

Consent

Dept's Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.

District: 5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.51

The Honorable Board of Supervisors

RE: Utility Agreement with Southern California Edison Company for the Relocation of
Conflicting Aerial Electrical Facilities, Interstate 10 at Palm Drive / Gene Autry Trail, Palm
Springs area

September 21, 2009

Page 2 of 2

The planned interchange Improvements will increase capacity and improve the daily operation for current and future traffic volumes. The improvements to the Palm Drive/Gene Autry Trail Interchange will consist of the replacement and widening of the existing bridge over Interstate 10, reconstruction of Palm Drive/Gene Autry Trail from north of the westbound on-ramp to south of Salvia Road, and the construction of a partial cloverleaf interchange with loop on-ramps. These improvements are needed due to significant traffic increases in the area.

The improvements are partially funded from Federal Economic Stimulus funds under the American Recovery and Reinvestment Act.

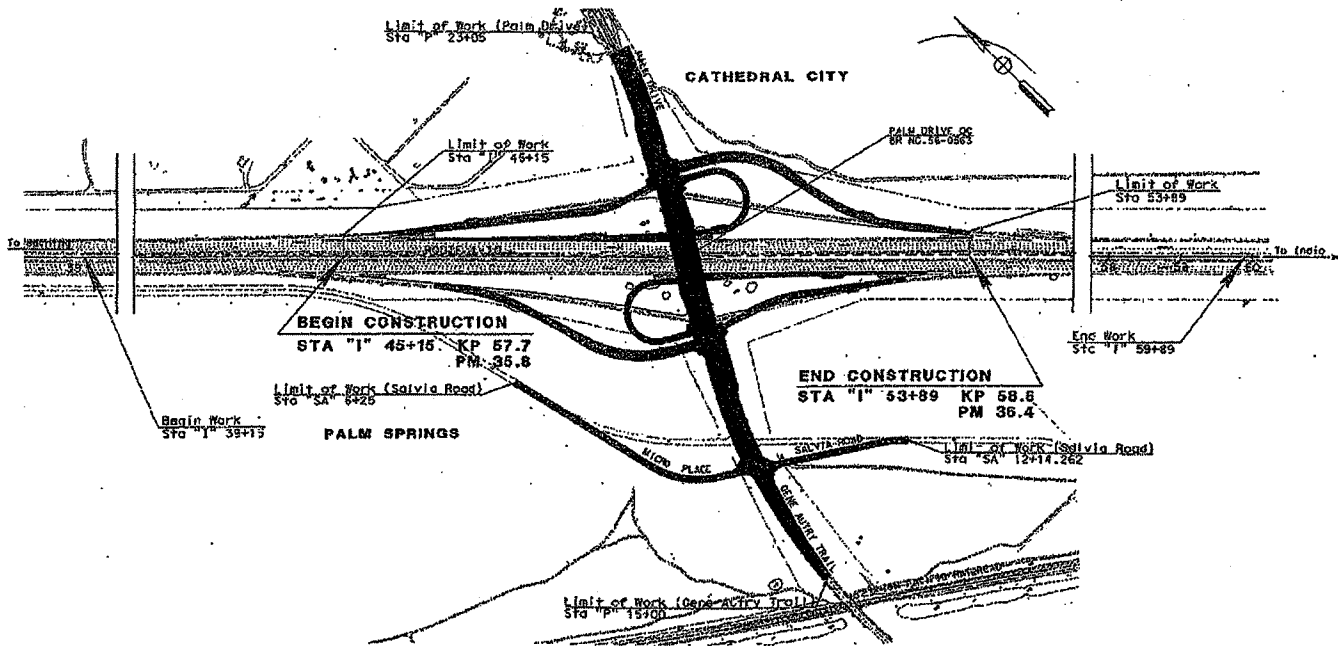
The submitted agreement provides for the relocation of conflicting aerial electric distribution poles and conductors by the Edison Company. The relocation expense is to be entirely funded by the County of Riverside inasmuch as the Edison Company's facilities are within an existing SCE easement. This is consistent with the master utility agreement between the State of California and the Edison Company, with which we are obligated to comply.

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. A4-0740

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN RIVERSIDE COUNTY
FROM 0.9 km EAST OF RAMON WASH
TP 06 KM WEST OF SALVIA WASH



COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT
UTILITY AGREEMENT

Page 1 of 5

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

Dist	Co	Rte	KP	EA	Contract No. <u>09-07-010</u>
8	RIV	10	57.4 / 58.89	455801	Riverside Co. Transportation
Federal Aid No.: N/A					
Owner's File: 6179-6778; 7-6764 and 8456-0702					
FEDERAL PARTICIPATION: On the Project Yes No XX					
On the Utilities Yes No XX					

UTILITY AGREEMENT NO. 20881 DATE: _____,

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the Palm Springs / Cathedral City area of Riverside County. The planned improvements are to modify the interchanges and widen Palm Drive / Gene Autry Trail, hereinafter referred to as "PROJECT" as a cooperative project between County of Riverside 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 that are in conflict within the COUNTY's proposed freeway improvements within project limits of COUNTY's project which requires relocation and replacement of seven (7) wood poles, with fourteen (14) wood poles, and attachments and underground feeds.

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

I. WORK TO BE DONE

In accordance with COUNTY's Notice to Owner No. 20881 dated March 23, 2009 which is attached and made a part hereto, OWNER shall replace and relocate seven (7) wood poles a total of fourteen (14) wood utility poles and associated equipment. All work shall be performed substantially in accordance with the owners plan for OWNER'S work-order No. 6179-6778;7-6764 and 8456-0702 dated February 2, 2008 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 are located in their present position pursuant to prescriptive rights prior and superior to those of the STATE and will be relocated at COUNTY expense.

The existing facilities described in Section I above will be relocated at 100% COUNTY expense in accordance with Section 5/A 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—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. 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 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 results 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 / 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 September 8, 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 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.

COUNTY will acquire new rights of way in the name of either the COUNTY or OWNER through negotiations or condemnation and when acquired in COUNTY's name, shall convey same to OWNER by Director's Easement Deed. COUNTY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

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

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>475,991.00</u>
Total	\$ <u>475,991.00</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: Robert M. Castle 4/16/07
Right of Way Dept Dated

ATTEST:

ATTEST:

By: _____
APPROVED AS TO FORM: Dated

By: _____
APPROVED AS TO FORM: Dated

By: _____
Dated

By: _____
Dated

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 9-1-07
SYNTHIA M. GUNZEL DATE

COUNTY OF RIVERSIDE
NOTICE TO OWNER

NOTICE TO OWNER

Number 20881

Dist.	County	Route	KP(PM)	E.A.
08	Riverside	10	57.4 / 58.89	455801
Federal Aid No. N/A				
Owners File: 6179 – 6778; 7- 6764 and 8456 – 0702				
Date: March 23, 2009		Freeway: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

To: Southern California Edison
Attn: Robert Castillo, Right of Way Agent
9500 Cleveland Avenue, Suite 100
Rancho Cucamonga, CA 91730

Because of the highway construction project: at Palm Drive (Gene Autry Trail) Interstate 10 (I-10) and bridge redesign, and construction improvements.


Which affects your facilities: seven (7) wood poles to be relocated and replaced with fourteen (14) wood poles, underground feeds and attachments.

You are hereby ordered to: relocate your existing conflicting facilities in accordance with the Owners plan for work order no. 6179-6778; 7-6764 and 8456-0702 to relocate as initiated in the attached plan. A Caltrans Encroachment permit will be issued upon completion of the States application which includes specific requirements.

Your work schedule shall be as follows: in coordination with County. The work shall be completed prior to September 15, 2009.

Notify: Stan Dery, County's Contracts and Utilities Unit at telephone number (951) 955-6780 **48** hours prior to initial start of work and an additional **24** hours notification for subsequent starts, when the work schedule is interrupted.

Liability for the cost of the work is: existing facilities are located in their present position under an Easement and has Prescriptive Rights. The cost of liability described above will be relocated at one hundred percent (100%) County's expense in accordance with Section 5/A of the Freeway Master Agreement dated November 1, 2004.



Stan Dery, Technical Engineering Unit Supervisor
Contracts and Utilities Unit

cc: Cindi Wachi
Ruth Williams-Caltrans
Utility File

Attachments



County of Riverside Transportation Department
4080 Lemon Avenue 8th Floor
Riverside CA 92501

February 12, 2008

Attn: Stan Dery

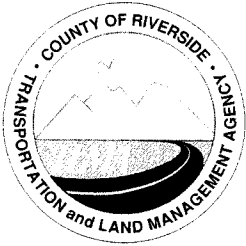
Subject: Relocation of Facilities-Cost Estimate
Palm Drive and 10 FWY, County of Riverside
Distribution 33kv and Telecomm Facilities
DWO 6179-6778; 7-6764 and 8456-0702
CAL06157513

The following is the breakdown of the relocation costs for the distribution facilities in conflict with the state's proposed Freeway Improvement at the above mentioned location. The Edison poles are installed in a 25 foot easement; therefore, the cost of liability will be 100% State expense. The poles were originally installed in 1967.

It will be necessary to replace and relocate 7 wood poles with 14 wood poles and attachments and underground feeds. I have provided a breakdown of costs for this project.

DWO 6179-6778; 7-6764

Labor	\$253,136.00
Material	\$ 71,348.00
Contract	\$ 65,356.00
Salvage	(202.96)
Depreciation	(400.00)
CRE	\$58,476.00
Total	\$447,713.00
100% State expense	\$447,713.00



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Transportation Department

Juan C. Perez, P.E., T.E.
Director of Transportation

October 3, 2008

Southern California Edison
Right of Way Agent
Real Estate Operations
Mr. Robert R. Castillo
9500 Cleveland Avenue, Suite 100
Rancho Cucamonga, CA 91730

Re: Palm Drive/Gene Autry Trail and I-10 Interchange project #EA 455801

Dear Mr. Castillo:

Riverside County Transportation Department (RCTD) in connection with the Coachella Valley Association of Governments, City of Palm Springs, Cathedral City, and with CalTrans as oversight, is currently in the process of Property Acquisitions involving the Palm Drive / Gene Autry Interchange Project located along I-10 in Riverside, California.

The acquisition of replacement easements for Southern California Edison Distribution lines located along the freeway is an important element of this action. This letter will serve to monument our conversation detailing the need for Edison to relocate to the replacement easement prior to the actual reconveyance of the property rights to Edison, as well as an indemnification against any and all claims arising from the failure of the Riverside County Transportation Department to finalize the acquisition and transfer of the easements to Southern California Edison.

Upon completion of the property acquisition process, the County will deed the replacement easements to Southern California Edison.

Thank you, for your assistance with our project. I can be reached at (951) 955-6785 or you can reach Marie Korgan at (951) 955-1721 should you have any questions or need additional information.

Sincerely,

Stan Dery,
Technical Engineering Unit Supervisor
Contracts and Utilities Unit

CC: Ruth Williams, Caltrans Oversight Utility Coordinator
Cindi Wachi, RCTD Project Manager
Marie Korgan, Utility Coordinator
Gary Wintergerst, Parsons Brinkerhoff Project Manager for the County