

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

425A



FORM APPROVED COUNTY COUNSEL
BY: Y. Victor 6/11/10
DATE
MARSHAL VICTOR

FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
June 30, 2010

SUBJECT: Utility Agreement with the Southern California Edison Company for the Relocation of Conflicting Electric Facilities, Interstate 10 at Date Palm Drive, Cathedral City 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 electric facilities which are in conflict with the planned interchange improvements at Interstate 10 and Date Palm Drive, 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 Date Palm Drive.

The planned interchange Improvements will increase capacity and improve the daily operation

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 477,589	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2010/2011

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

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: 4

Agenda Number:

3.85

The Honorable Board of Supervisors

RE: Utility Agreement with the Southern California Edison Company for the Relocation of
Conflicting Electric Facilities, Interstate 10 at Date Palm Drive, Cathedral City area

June 30, 2010

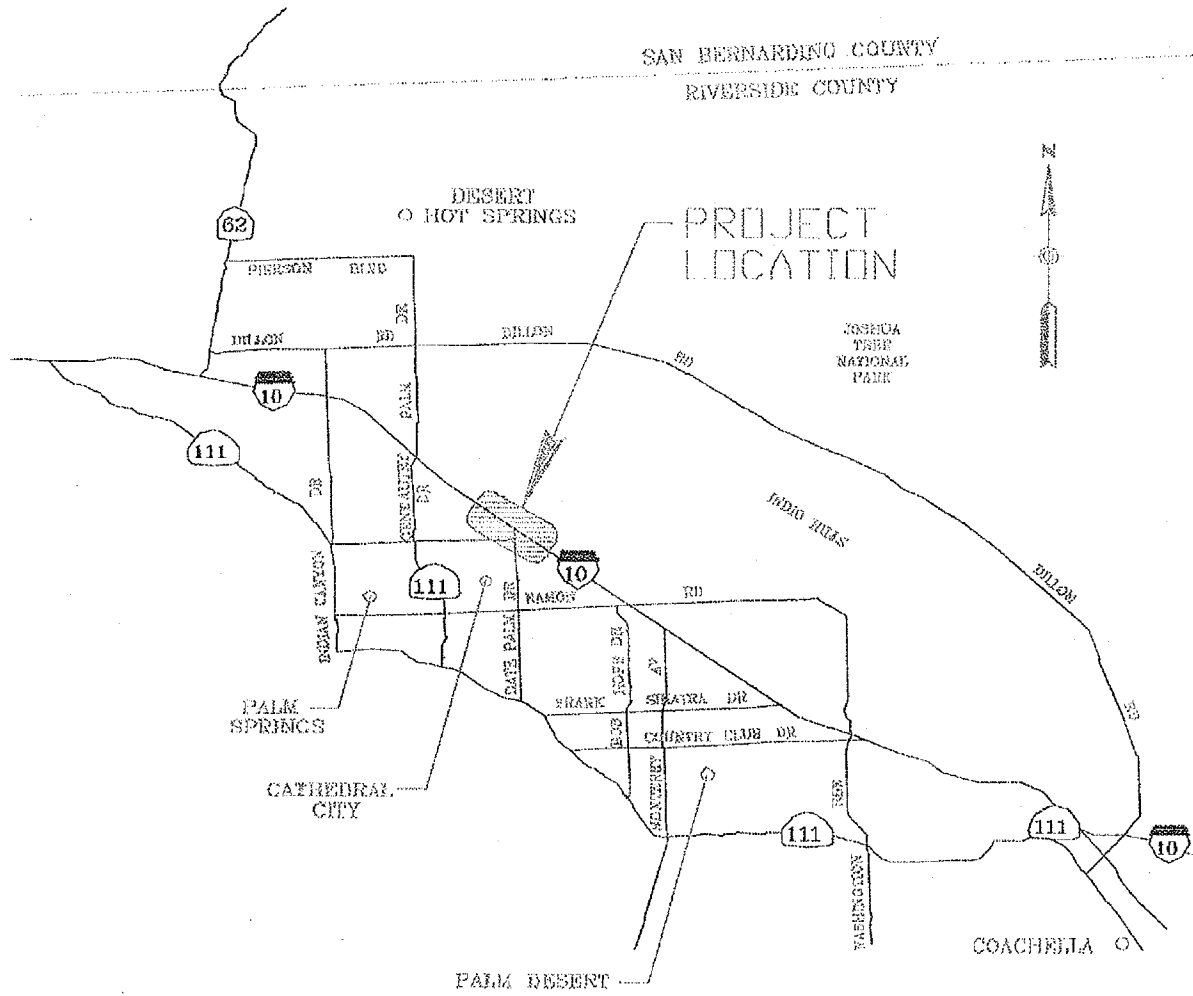
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for current and future traffic volumes. The improvements to the Date Palm Drive Interchange will consist of the widening of the existing bridge over Interstate 10, reconstruction and widening of Date Palm Drive, and the construction of a partial cloverleaf interchange with loop on-ramps. These improvements are needed due to significant traffic increases in the area.

The submitted agreement provides for the relocation of conflicting poles, aerial conductors and associated equipment by the Southern California Edison Company. The relocation expense is to be entirely funded by the County of Riverside inasmuch as the Southern California Edison Company's facilities are within an existing Edison Company owned easement.

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. A8-0373



Attachment 1 – Project Vicinity Map

COUNTY OF RIVERSIDE
UTILITY AGREEMENT
 Based on Caltrans RW 13-5 (Rev. 1/2009)

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside	10	62.8/64.2	455901
FED. AID NO.	UTILITY OWNER		OWNERS FILE NUMBER	
N/A	Southern California Edison Company		21419	

FEDERAL PARTICIPATION

On the Project Yes No On the Utilities Yes No

UTILITY AGREEMENT NO. 21419 DATE: _____,

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the Cathedral City area of Riverside County. The planned improvements are to modify and widen Date Palm Drive bridge over interchange 10, 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 which requires the relocation and replacement of twelve (12) 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 No. 21419 dated March 30, 2010 which is attached and made a part hereto, OWNER shall replace and relocate twelve (12) wood utility poles and associated equipment. All work shall be performed substantially in accordance with the owners plan for OWNER'S work-order No. CAL200364774 dated March 29, 2010 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 100% COUNTY expense in accordance with Section 5/A of the Freeway Master Contract dated November 1, 2004.

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.

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 Commission or Federal Communications Commission, 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 accrued depreciation of the replaced facilities and for the 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 not to exceed the amount of this Agreement may be made under the terms of this Agreement. 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 Transportation 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 Transportation 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 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.

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

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.

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>477,589.21</u>
Total	\$	<u>477,589.21</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: Wendy Mander 5/14/2010
Name Dated
Title Manager, Land Asset Management

By: Marsha L. Victor 6/18/10
APPROVED AS TO FORM: Dated

By: _____
Name Dated
Title _____

By: _____
ATTEST Dated

By: _____
ATTEST Dated