

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

683A



FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
August 4, 2011

SUBJECT: Utility Agreement with the Southern California Gas Company for the Relocation of Conflicting Gas Pipeline Facilities, Interstate 15 at Indian Truck Trail, Temescal Cyn. area

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Utility Agreement between the County of Riverside and the Southern California Gas Company for the relocation of natural gas pipeline facilities which are in conflict with the planned interchange improvements at Interstate 15 and Indian Truck Trail, and;
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND: The public works improvements at the Interstate 15 and Indian Truck Trail interchange have been advertised for construction bids, and construction is anticipated to begin

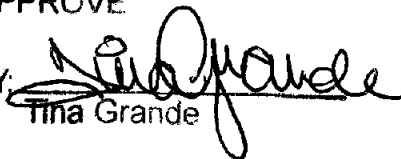

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)


FINANCIAL DATA	Current F.Y. Total Cost:	\$ 149,874	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: DIF Major Improvement Fund 30521 (50%), Southern California Gas Company (50%) There are no General Funds used in this project.	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:  8-3-11
SYNTHIA M. GUNZEL
DATE: 8-3-11
Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 6/19/07 (3.35) | District: 1 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.97

The Honorable Board of Supervisors

RE: Utility Agreement with the Southern California Gas Company for the Relocation of
Conflicting Gas Pipeline Facilities, Interstate 15 at Indian Truck Trail, Temescal Cyn. area
August 4, 2011

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during the fall of 2011.

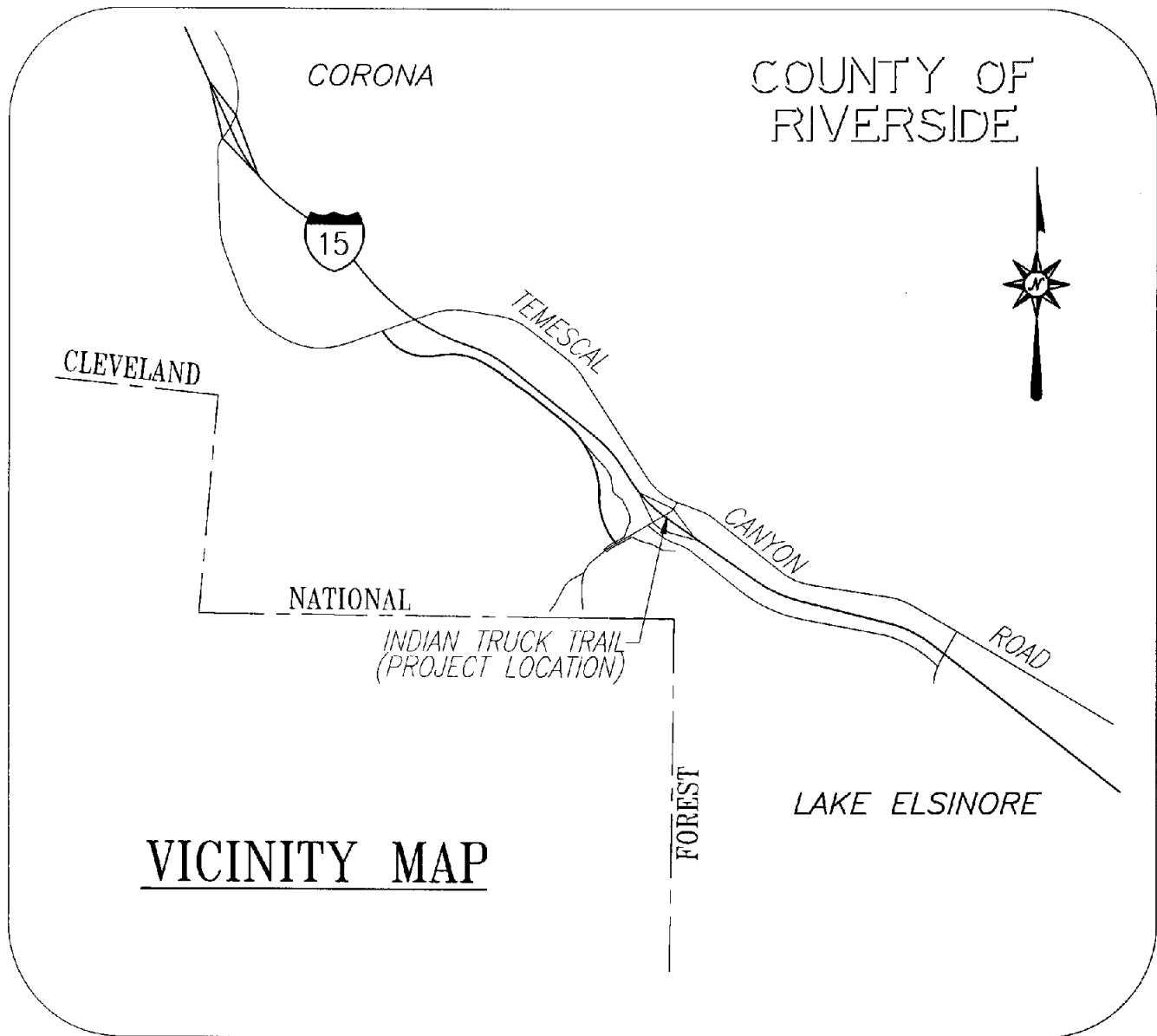
The planned interchange Improvements will increase capacity and improve the daily operation for current and future traffic volumes. The improvements to the Interstate 15 at Indian Truck Trail Interchange will consist of the widening of the on and off ramps, widening Indian Truck Trail, and installing traffic signals and lighting.

The submitted agreement provides for the relocation of natural gas pipeline facilities by the Southern California Gas Company. The relocation expense, estimated at \$300,000, is to be shared equally between the County and the Gas Company, in accordance with the requirements of the Freeway Master Contract between the Gas Company and Caltrans, with which the County must 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.

Development Impact Fee (DIF) Major Improvement Funds from fund number 30521 were authorized on June 19, 2007 (Agenda Item 3.35).

Project no. B4-0501.



Based on Caltrans RW 13-5 (Rev. /2009)

Dist	Co	Rte	KP	EA	Contract No. <u>11-07-002</u>
8	RIV	15	48.6/49.3	0E4501	Riverside Co. Transportation
Federal Aid No.: N/A					
Owner's File: W.R.# 1920947					
FEDERAL PARTICIPATION:		On the Project	Yes	No	XX
		On the Utilities	Yes	No	XX

UTILITY AGREEMENT NO. 08- UT- 20609 DATE: February 15, 2011

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the Lake Elsinore area of Riverside County. Proposed improvements are to modify on and off ramps at the Indian Truck Trail interchange, provide signalization and widen the intersection of Indian Truck Trail and Temescal Canyon Road 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 Gas Company:

Hereinafter called "OWNER," owns and maintains an 8" underground high pressure gas main that is in conflict within the County's proposed freeway improvements project limits and within the County's project right-of way, which require relocation.

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. 20609 dated April 11, 2011 which is attached and made a part hereto, OWNER shall relocate said 8" underground high pressure gas main. All work shall be performed substantially in accordance with the owners plan for OWNER'S work-order No.1920947 dated December 15, 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 the facilities are in place pursuant to a valid franchise facilities will be relocated at 50% COUNTY's expense and 50% Owner's expense in accordance with Section 5/C of the "Freeway Master Contract" between California Department of Transportation dated November 1, 2004.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed 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 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 authorization must be contained in Owner's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. 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.

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 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 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 maybe made after receipt and approval by COUNTY of documentation supporting the costs increase and after an Amendment to this Agreement has been executed by the parties to this

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 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 May 12, 2008 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 by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of STATE and or 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.

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>149,874.00</u>
Total	\$	<u>149,874.00</u>

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

COUNTY OF RIVERSIDE:

SOUTHERN CALIFORNIA GAS COMPANY:

By: _____
Chairman of the Board of Supervisors Dated

By: [Signature] 6-30-11
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 8-3-11
SYNTHIA M. GUNZEL DATE

NOTICE TO OWNER

Number: 20609

Dist.	County	Route	KP(PM)	E.A.
08	Riv	15	48.6/49.3 (PM 30.2/30.6)	0E4501
Federal Aid No: N/A				
Owners File: WR#1920947				
Date: 4/11/2011		Freeway: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

To: Southern California Gas Company
Attn: Mark Degelia
1981 W. Lugonia Ave. ML 8023
Redlands, CA 92373
(909)335-7507

Because of State Highway construction project: Indian Truck Trail Interchange Improvements at Interstate 15 in Riverside County, south of the City of Corona.

Which Affects your facilities: Underground 8" High Pressure Gas Main within Temescal Canyon Road

You are hereby ordered to: Relocate 8" High Pressure Gas Main within project construction limits as indicated in relocation plan (W.R. #1920947) dated February 14, 2011.

STORM WATER AND NON-STORM WATER: In accordance with State & Federal law, work on State highways requires compliance with current applicable regulations contained in the Department's Encroachment Permit, Encroachment Permit Manual, and Federal, State and Local requirements and regulations including but not limited to National Pollutant Discharge Elimination System (NPDES), and State Water Resources Control Board (SWRCB). Compliance shall include, where required, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP) or Water Pollution Control Program (WPCP), and the approval of same by the appropriate review authority before any work shall start. Contact Department's District Encroachment Permit section for guidance on required advance lead times for such review & approval. Copies of the regulations may also be reviewed at the SWRCB, Storm Water Permit Unit, 1001 "I" ST, PO box 1977, Sacramento, CA 95812-1977, Tel ((!^)) 341-5254 or the Caltrans Construction Website <http://www.dot.ca.gov/hq/construc/stormwater/stormwater/stormwater.htm>.

Your work schedule shall be as follows: Facilities are to be relocated prior to the start of construction within the 90 calendar day timeframe as indicated in your response letter to the relocation claim letter dated May 12, 2008.

Notify Stan Dery at telephone number 951-955-6785 48 hours prior to initial start of work, and 48 hours prior to subsequent restart when your work schedule is interrupted.

Liability for the cost of the work is: The cost of relocating owner's utility facilities as described above are 50% the responsibility of the County and 50% the responsibility of the owner per the Master Contract, Section 5/C dated November 1, 2004.

By: Stan A. Dery
Stan Dery
Technical Engineering Unit Supervisor
County of Riverside
Transportation Department

CC: D. Buzon/M. Lamere, Caltrans RAW Utilities
Project file RBF Consulting