

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

521A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 1, 2012

SUBJECT: Utility Agreement with the Southern California Gas Company (SCGC) for the Relocation of conflicting gas pipeline facilities, Interstate 215 at Van Buren Boulevard, March Air Reserve Base 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 215 and Van Buren Boulevard, and;
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

Juan C. Perez
Director of Transportation

JCP:sd:mk
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 711,052	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: March Joint Powers Authority Fund (41.6%), Southern California Gas Company (58.4%) 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:
MARSHAL L. VICTOR
DATE: 4/5/12

Departmental Concurrence

Policy

Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref. 6/19/07, Item 3.35 | **District:** 1/1&5/5 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.26

The Honorable Board of Supervisors

RE: Utility Agreement with the Southern California Gas Company (SCGC) for the Relocation of conflicting gas pipeline facilities, Interstate 215 at Van Buren Boulevard, March Air Reserve Base area.

March 1, 2012

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BACKGROUND: The planned interchange Improvements will increase capacity and improve the daily operation for current and future traffic volumes. The interchange improvements to Interstate 215 at Van Buren Boulevard will consist of the widening and realigning of the on and off ramps, a new 4 lane Van Buren Boulevard overcrossing with 4 through lanes and 2 turn pockets, and installing traffic signals and lighting. These improvements are needed due to significant traffic increases in the area.

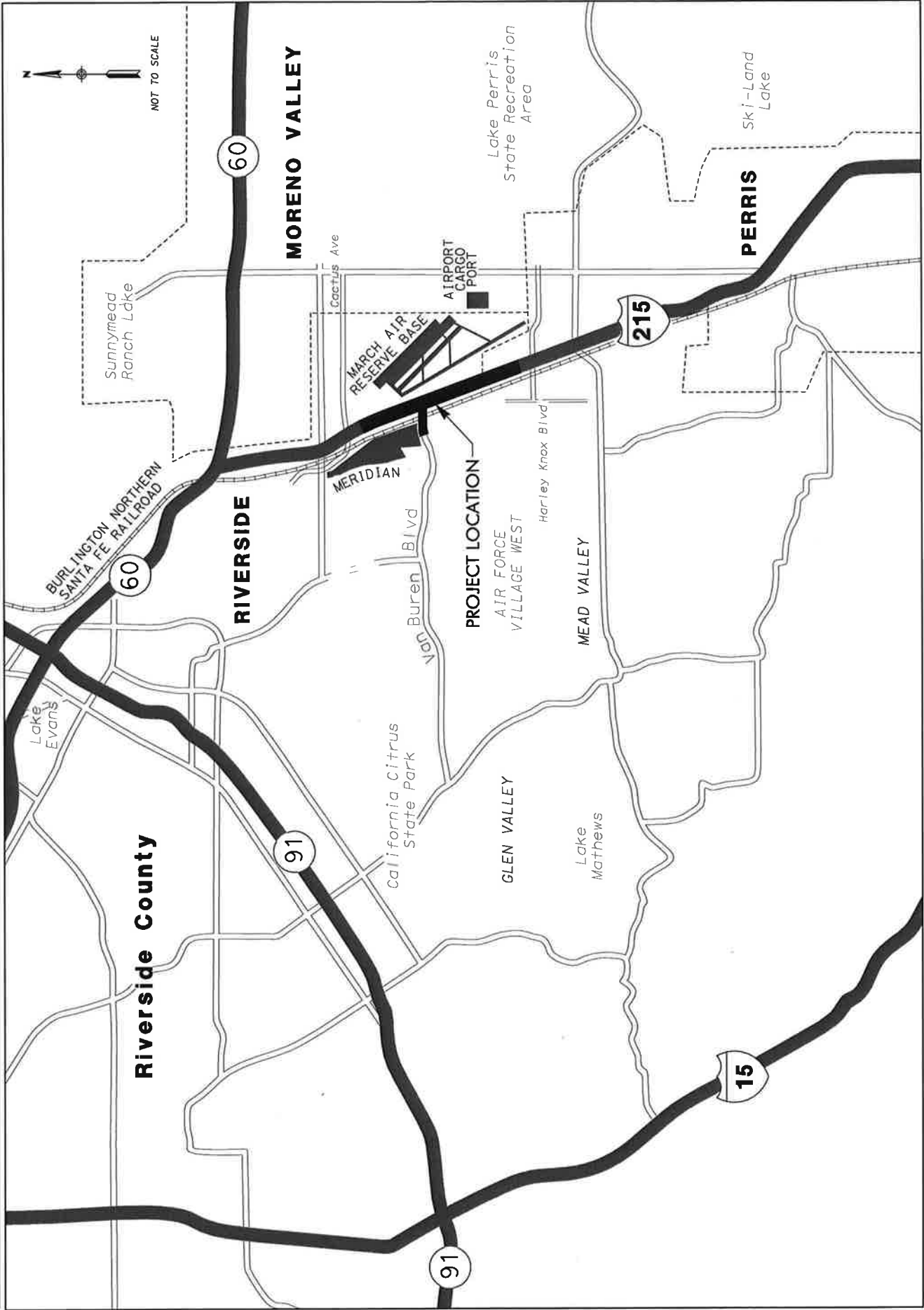
The interchange improvements at Interstate 215 and Van Buren Boulevard are anticipated to begin during the summer of 2012.

The submitted agreement provides for the relocation of natural gas pipeline facilities by the Southern California Gas Company. The relocation expense, estimated at \$711,052 is to be shared 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.

Project no. B7-0798.

I-215 at Van Buren Boulevard Interchange Improvements



VICINITY MAP

DISTRICT 08	COUNTY RIV	ROUTE 215	POST MILE R32.3/35.9	E.A. 0E5201
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER WR 1980964		UTILITY FACILITY 6" High Pressure Gas Pipeline
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. <u>UT-08-22429</u>			DATE: _____	

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the I-215 and Van Buren Boulevard area of Riverside County. The planned improvements are to modify the interchanges and install additional on/off ramps within the I-215 and Van Buren Boulevard, 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 of California with respect to the PROJECT, under the terms of a cooperative agreement between COUNTY, with oversight provided to COUNTY by the STATE.

Southern California Gas Company

Hereinafter called "OWNER," owns and maintains gas pipe lines located within the project area. The facilities within the limits of COUNTY'S project 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. 22429 dated September 7, 2011 which is attached and made a part hereto, OWNER shall relocate 6" High Pressure Gas pipeline. All work shall be performed substantially in accordance with the OWNER's plan for relocation, OWNER's work order number WR 1980964 with the final revision dated May 12, 2011, consisting of three sheets, copies of which are on file in the County of Riverside Transportation Department 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 OWNER, will constitute approved revisions of the OWNER's plan described above and 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 5/C of the Freeway 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 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.

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 the 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, Communications Commission, which ever 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 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 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 Agreements, if 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/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 24, 2009 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 Commission.

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, Part 645 is hereby incorporated into this Agreement.

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

Consisting of Design funds:	\$ 0.00
Consisting of Construction funds:	\$ 0.00
Consisting of Right of Way funds:	\$ 295,684.43
Total	295,684.43

IN WITNESS WHEREOF, the Parties below have caused this Agreement to be executed.

COUNTY APPROVALS	SOUTHERN CALIFORNIA GAS
By: _____ Chairmen of the Board of Supervisors	By: <u>CEDRIC L. WILLIAMS</u>
APPROVED AS TO FORM: County Counsel	Name: <u>[Signature]</u>
By: <u>[Signature]</u>	Title: <u>INLAND REGION DIRECTOR</u>
Dated: <u>4/5/12</u>	Dated: <u>1-17-12</u>
	ATTEST:
	By: _____
	Dated: _____



SOUTHERN CALIFORNIA GAS COMPANY

Detailed Cost Estimate

Per Caltrans / Streets and Highways Code Procedures

< I-215 Freeway and Van Buren BI EA-0E5200 >

DATE : 12/28/2011
WO# : 80777
IO# : 300679586
WR# : 1980964

1	Direct labor (company)	\$2,901
2	Pipe costs	39,216
3	Material from company storeroom	8,494
4	Miscellaneous material for pipeline co (of pipe costs)	11,765
5	Store expens (of item 2 and 3)	12,538
6	Purchased services	120,050
7	Purchased se (of purchased services)	6,701
8	Purchased material	0
9	Contract labor	296,963
10	Other direct cost/sand etc.	45,113
11	Paving/permits	0
12	Auto expens (of item 1)	356
13	Tools expen	196
14	Other labor	3,285
15	GCC	163,473
16	Subtotal	<u>\$711,052</u>

County share (50% per Caltrans Master Agreement): \$355,525.92

Credit for salvage pipe \$3,021

Credit for pipeline depreciation 56,820

Credit for betterment: 0

(Note: Estimate is for like-for-like replacement of 6" HPG facilities.

SCGC to pay 100% of cost for betterment.)

Estimated cost to County: \$295,684.43

COUNTY OF RIVERSIDE
NOTICE TO OWNER

NOTICE TO OWNER

Number 22429

Dist.	County	Route	KP(PM)	E.A.
08	Riverside	215	R32.3/35.9	0E5201
Federal Aid No. N/A				
Owners File: WR 1980964				
Date: September 7, 2011		Freeway: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

To: **Southern California Gas Company**
1981 W. Lugonia Avenue
Redlands, CA 92374-9796

ATTN: Bruce Waddell
(909) 335-7772

Because of the highway construction project: at Interstate 215 (I-215) interchange and Van Buren on/off ramp modifications.

Which affects your facilities: 6" High Pressure Gas Pipeline.

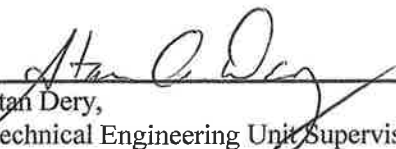
You are hereby ordered to: relocate your existing conflicting facilities in accordance with the Owners relocation plan, work order no. WR 1980964. A County Encroachment permit will be issued upon receipt of an application. Additionally, County will submit The Gas Company's Caltrans Encroachment Permit application upon receipt.

STORM WATER AND NON-STORM WATER: In accordance with State & Federal law, work on State highways requires compliance with applicable regulations contained the Department's Encroachment Permit, Encroachment Permit Manual, and Federal, State and local requirements and regulations, including, but to 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 Caltrans Construction website <http://dot.ca.gov/hq/construc/stormwater1.htm>.

Your work schedule shall be as follows: complete all relocation work prior to commencement of County contractor's work, which is estimated to begin January 2012.

Notify: Stan Dery, at telephone number (951) 955-6785 **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 described above will be relocated at 50% County's expense and 50% Owner's expense in accordance with the Master Freeway Agreement dated November 1, 2004.



Stan Dery,
Technical Engineering Unit Supervisor