

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

303A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

June 20, 2013

SUBJECT: Cost sharing agreements with Southern California Edison Company (SCE) and Charter Communications (Charter), related to the two-stage relocations of conflicting utility facilities for the Clay Street grade separation project, City of Jurupa Valley.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the "Agreement by and between Riverside County and Charter for Clay Street Grade Separation Improvements;" and
2. Approve the "Agreement by and between Riverside County and SCE for Clay Street Grade Separation Improvements;" and
3. Authorize the Chairman of the Board of Supervisors to execute the two agreements on behalf of the County of Riverside.

Juan C. Perez

Director of Transportation and Land Management

JP:sd

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 290,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

SOURCE OF FUNDS: LTF Rail Funds (100%)

There are no General Funds used for this project.

Positions To Be  
Deleted Per A-30

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

Policy  
☒

Consent  
☐

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

Prev. Agn. Ref.

District: 2/2

Agenda Number:

The Honorable Board of Supervisors

RE: Cost sharing agreements with Southern California Edison Company (SCE) and Charter Communications (Charter), related to the two-stage relocations of conflicting utility facilities for the Clay Street grade separation project, City of Jurupa Valley.

June 20, 2013

Page 2 of 2

**BACKGROUND:** The Transportation Improvement Program provides for the construction of the grade separation of Clay Street and the Union Pacific Railroad (UPRR) tracks within the City of Jurupa Valley. Construction is planned to begin during the first quarter of 2014.

The project requires the relocation of various utility facilities, including those that are owned by Charter and SCE.

During the design of the project, the Transportation Department coordinated with each utility owner, and it was jointly determined that the most economical and practical method to relocate Charter and SCE facilities is to implement a two-stage move, with utility poles to be installed within a temporary construction easement to enable the construction of the undercrossing. A subsequent relocation of each utility during construction will relocate the facilities to their ultimate location.

The two-stage relocation has been agreed upon as being the most favorable relocation approach by both the Transportation Department and each of the utility owners.

Review by attorneys and staff of each party has found that financial responsibility in this matter is not firmly established by statute, case law, or prior agreement. Because of strict funding deadlines for the Clay Street grade separation project, and to enable the relocation work to move forward, the Transportation Department and County Counsel have offered a compromise cost sharing with both Charter and SCE in the amount of 50% of the initial relocation cost. Both companies have agreed, and each utility owner has executed the agreement that has been prepared by counsel for this purpose.

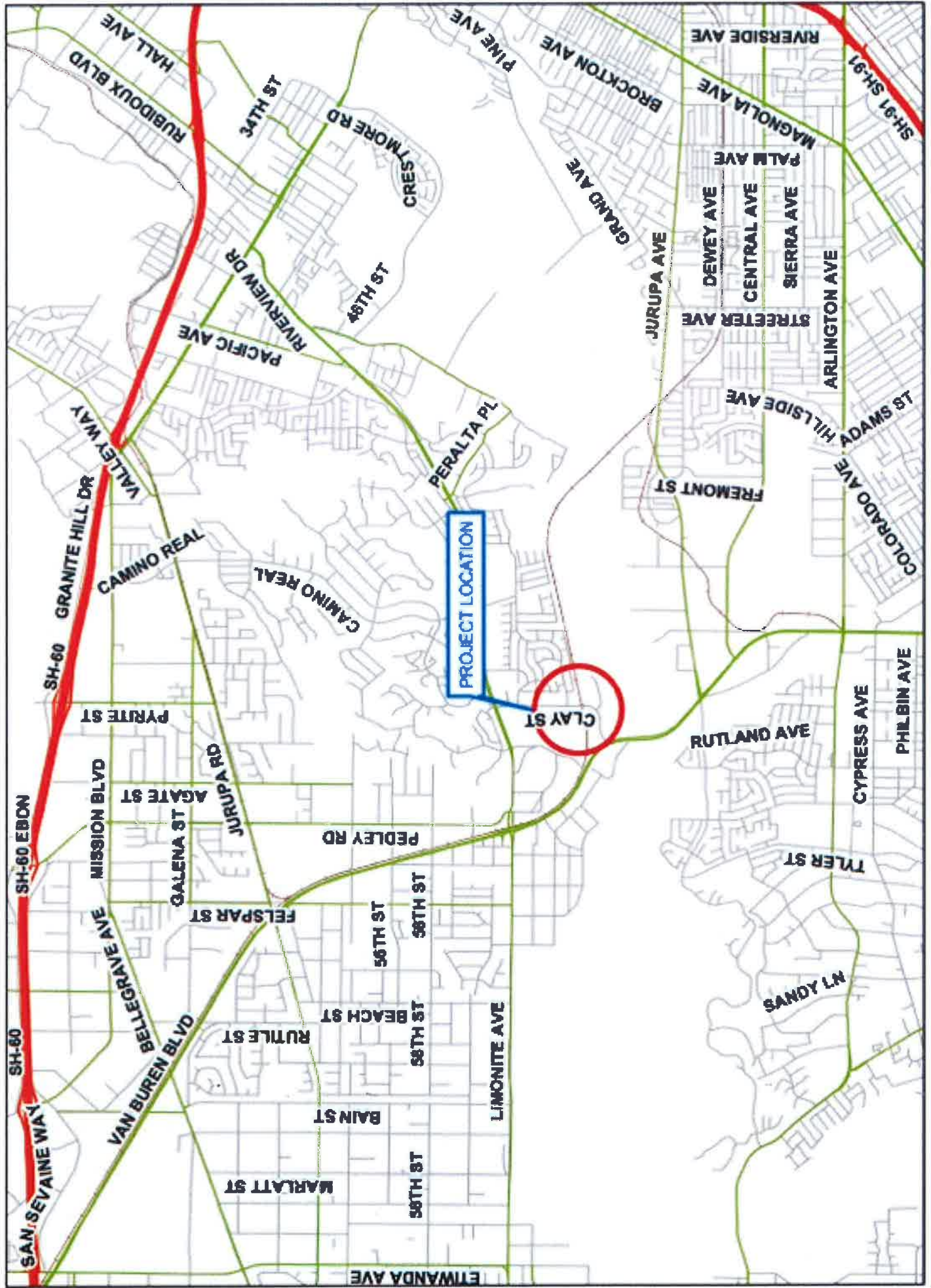
Both companies will be solely responsible for the permanent move (second-stage) back to the road location. A temporary easement is being acquired as part of the real property acquisitions for the project.

The County contribution towards this temporary relocation will be a not to exceed amount of \$40,000 for the Charter facility and \$250,000 for the SCE facility.

Approval of the agreements will enable the utility facilities to be relocated to the initial temporary position so that construction can begin in early 2014, and will authorize payment of invoices for the County's share of the relocation costs, upon completion of the first-stage relocation.

Project no. B7-0753

# CLAY STREET VICINITY MAP



## CLAY STREET GRADE SEPARATION IMPROVEMENTS

2. The COUNTY Transportation Improvement Program (TIP) provides for improvements to the existing Union Pacific Railroad at grade crossing located on Clay Street, as shown on Exhibit A. The current County Transportation Improvement Program (2012/2013 TIP), as approved by the Riverside County Board of Supervisors (September 25, 2012) identifies PROJECT funding from the Trade Corridor and Improvement Fund (TCIF), from the Congestion Mitigation and Air Quality (CMAC) Improvement Program and from the Federal Highways Administration (FHWA). The COUNTY is designated as the lead agency for these funds. The COUNTY is designated as lead agency to perform right-of-way activities required and to acquire necessary right-of-way for the PROJECT.

1 3. The PROJECT will grade separate Clay Street as an underpass (depressed roadway) under the  
2 proposed railroad bridge structure that will maintain the UPRR mainline track at the current grade. This  
3 grade separation project will improve vehicular traffic circulation and safety and will provide uninterrupted  
4 and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the  
5 area. Additionally, the project will enhance the operational characteristics (i.e. speed, efficiency, and  
6 reliability) of freight and passenger trains through Riverside County by eliminating conflicts between  
7 railroad operations and vehicular traffic. The COUNTY has obtained environmental clearance and is  
8 substantially complete with the preparation of plans, specifications and estimate for PROJECT.

9  
10 4. DESCRIPTION OF CHARTER WORK TO BE DONE:

11 The current CHARTER facilities, consisting of an underground conduit system within Clay Street right-of-  
12 way, are in conflict with the PROJECT improvements because the PROJECT will lower Clay Street so  
13 traffic will travel under the railroad tracks, which must remain at their current grade.

14 CHARTER's work will consist of two separate phases:

15 **Phase 1:** Relocation of CHARTER facilities including, without limitation, the installation of temporary  
16 poles, conductors, appurtenances and attachments east of Clay Street, within a temporary construction  
17 easement (obtained by COUNTY) out of the construction area so as to allow for construction of the  
18 PROJECT grade separation. The temporary aerial facilities will keep CHARTER's system in continuous  
19 operation, including services to its customers. Phase 1 shall not include any work by CHARTER related  
20 to installation of the subsequent permanent replacement facilities.

21 **Phase 2:** At the appropriate point during PROJECT construction, the COUNTY's contractor will achieve  
22 rough grade of the new roadway and provide CHARTER with a construction window to move out of the  
23 temporary easement and re-install its permanent underground facilities back into Clay Street. This work  
24 shall include, without limitation, removal of temporary poles and other materials or equipment placed at  
25 the temporary location during Phase 1 CHARTER work and all work to install the CHARTER facilities  
26 back within Clay Street or another location, in accordance with applicable regulations.



1 5. DESCRIPTION OF COUNTY PAYMENT TO CHARTER:

2 COUNTY agrees to reimburse CHARTER for 50% of the construction cost for Phase 1 of CHARTER  
3 work, estimated to be a total construction cost of \$80,000. However, in no case shall COUNTY's  
4 contribution to CHARTER for the Phase 1 CHARTER work exceed a maximum total of \$40,000.

5 COUNTY shall not be obligated to pay or reimburse CHARTER for any portion of CHARTER's costs  
6 related to Phase 2 or any other portion of CHARTER's work other than Phase 1.

7 COUNTY shall pay CHARTER pursuant to a single itemized invoice for the Phase 1 CHARTER work,  
8 which shall adequately describe the actual costs incurred by CHARTER for such work. The invoice shall  
9 be submitted following completion of the Phase 1 CHARTER work. COUNTY shall pay invoice within 60  
10 days following receipt of the invoice.

11  
12 6. This Agreement and the exhibits contain the entire agreement between the parties, and are intended by  
13 the parties to completely state the agreement in full. Any agreement or representation respecting the  
14 matters dealt with herein or the duties of any party not expressly set forth in this Agreement is null and  
15 void. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and  
16 signed by both parties and no oral understanding or Agreement not incorporated herein shall be binding  
17 on either party hereto. COUNTY shall in no way be obligated to pay compensation to CHARTER beyond  
18 that stated in this Agreement related to the CHARTER work described herein.

19  
20 7. COUNTY is in the process of securing an agreement, similar to this Agreement, to accommodate the two  
21 phase relocation of other utility companies' facilities located within the PROJECT area. In the event that  
22 COUNTY enters into an agreement with any other utility company that obligates COUNTY to cover more  
23 than 50% of the relocation costs for Phase I of said utility's facilities, then this Agreement shall be  
24 amended to provide that CHARTER shall be entitled to the highest Phase I coverage percentage afforded  
25 to said utility. Moreover, and assuming time allows, in the event that COUNTY extends its project funding  
26 certification date or otherwise seeks an amendment to its environmental documents and/or permitting for  
27 the PROJECT, CHARTER shall have the right (but not the obligation) to modify its design for the  
28 CHARTER work using a single-phase relocation program. If CHARTER so elects to pursue a single-  
29 phase relocation program, the parties shall modify and amend this Agreement accordingly.

1 8. This Agreement may be executed in one or more counterparts and when a counterpart shall have been  
2 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the  
3 same instrument.

4  
5 9. CHARTER shall retain for audit purposes all records and accounts relating to the CHARTER work for the  
6 PROJECT for a period of three (3) years from the date of completion of the PROJECT.

7  
8 10. All notices permitted or required under this Agreement shall be deemed made when delivered to the  
9 applicable party's representative as provided in this Agreement. Such notices shall be mailed or  
10 otherwise delivered to the addresses set forth below, or at such other address as respective parties may  
11 provide in writing for this purpose:

12 **COUNTY OF RIVERSIDE**

13 Director of Transportation and Land Management

14 4080 Lemon Street, 8<sup>th</sup> Floor

15 Riverside, CA 92502

16  
17 **CHARTER COMMUNICATIONS**

18 John Williams, Sr. Director of Field Engineering

19 7337 Central Avenue


20 Riverside, CA

21  
22 Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after  
23 deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

**APPROVALS**

**COUNTY OF RIVERSIDE**

APPROVED AS TO FORM:

 Dated: 7/5/13

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

**John J. Benoit**

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

**CHARTER COMMUNICATIONS**

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

APPROVAL

 Dated: 4/3/13

John Williams

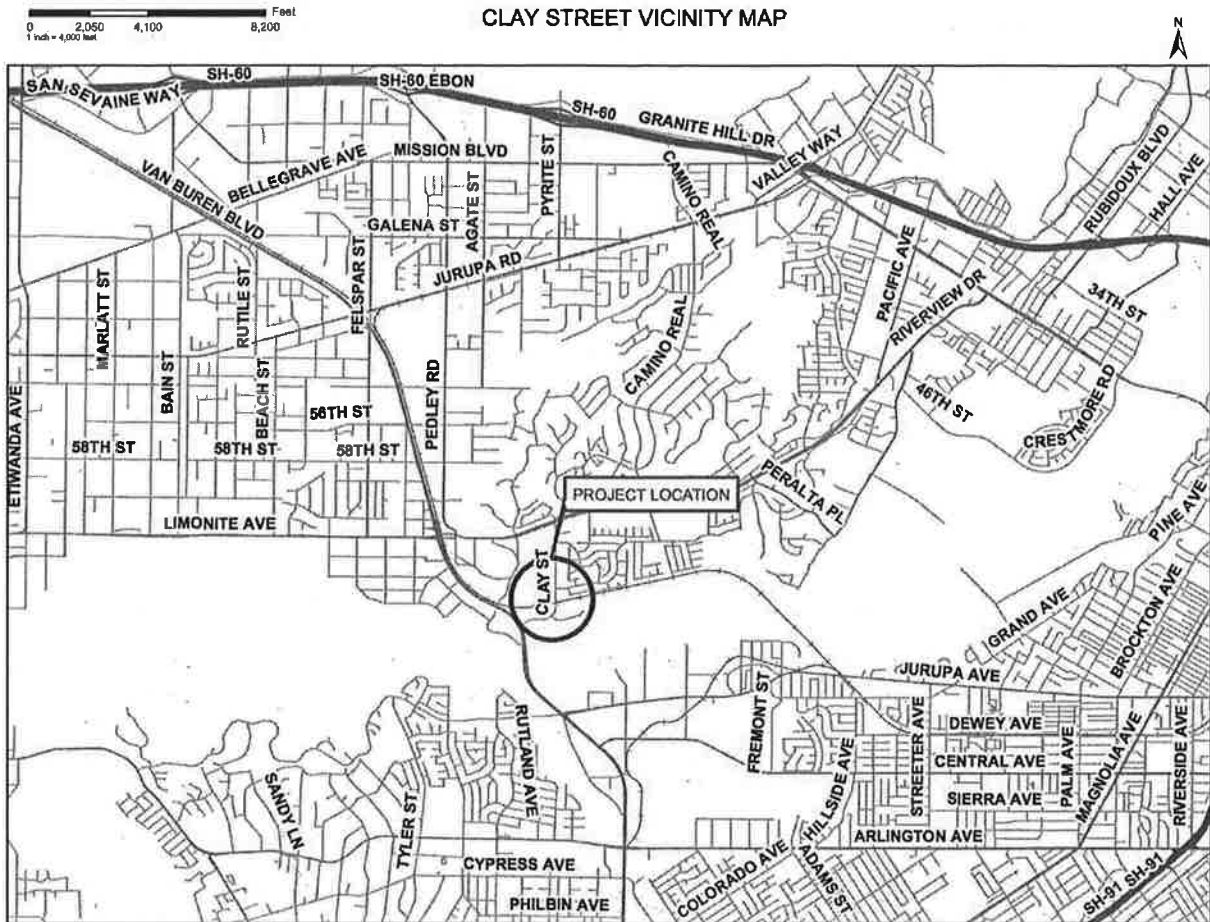
Sr. Director of Field Engineering

ATTEST

\_\_\_\_\_ Dated: \_\_\_\_\_



EXHIBIT A • VICINITY MAP






**John Williams**

Sr. Director of Engineering

Exhibit B

	
Labor Summary	\$ 41,650.00
Materials Summary	\$ 32,253.30
Engineer Cost	\$ 4,800.00
Permit Fees	\$ -
SUB-TOTAL	\$ 78,703.30
GRAND TOTAL	\$ 78,703.30