

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

759A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
December 5, 2013

**SUBJECT:** Utility Agreement with Southern California Edison Company for the Relocation of Transmission and Distribution Electrical Facilities, Interstate 215 at Newport Road Interchange, City of Menifee. 3<sup>rd</sup>/5<sup>th</sup> District. [\$218,715]; Local Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the submitted Utility Agreement between the County of Riverside and the Southern California Edison Company for the relocation of underground and aerial distribution and transmission electric facilities, which are in conflict with the planned interchange improvements at Interstate 215 and Newport Road; and
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

**Patricia Romo**  
Assistant Director of Transportation

*Patricia Romo*  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation and Land Management

JCP:sd

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY: *Marshall Victor*  
MARSHALL VICTOR  
DATE: 12/5/13

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 218,715	\$ 0.00	\$ 218,715	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
<b>SOURCE OF FUNDS:</b> Menifee R&BBD (100%) There are no General Funds used in this project.				<b>Budget Adjustment:</b> N/A	
				<b>For Fiscal Year:</b> 14/15	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Tina Grande*  
\_\_\_\_\_  
Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**Prev. Agn. Ref.:** 7/14/09, Item 3-83;  
9/11/12, Item 3-44

**District:** 3/5

**Agenda Number:**

**3-53**

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

**FORM 11:** Utility Agreement with Southern California Edison Company for the Relocation of Transmission and Distribution Electrical Facilities, Interstate 215 at Newport Road Interchange, City of Menifee. 3<sup>rd</sup>/5<sup>th</sup> District. [\$218,715]; Local Funds 100%

**DATE:** December 5, 2013

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

The project to construct interchange improvements at Interstate 215 (I-215) and Newport Road is expected to begin in summer 2014.

Newport Road is one of the key east-west corridors in Southwest Riverside County. The proposed project will reconstruct and widen the existing interchange at Newport Road and I-215 and reconfigure the on and off ramps to improve travel through the corridor and ease congestion caused by the significant increase in traffic volume.

The submitted agreement provides for the relocation of aerial transmission and distribution poles and conductors and underground conduit systems, which are owned by the Southern California Edison Company (Edison) and in conflict with the project improvements. The work will be staged and coordinated with the construction of the interchange improvements.

The County of Riverside (County) is the lead agency and is administering the project on behalf of the City of Menifee in accordance with the cooperative agreement dated September 11, 2012 (Agenda Item 3-44), and the cooperative agreement between the County and the State of California (State) dated July 14, 2009 (Agenda Item 3-83).

The Transportation Department has prepared the submitted agreement in accordance with State 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.

Execution of "Utility Agreements," using California Department of Transportation's (Caltrans) standard language, is required by Caltrans' policy and procedure as set forth in Chapter 13 of the State of California Right-of-Way Manual for utility relocations and protection work for state highway improvement projects for those utility-related costs that are to be partially or fully funded by the County.

Project No. B5-0682

**Impact on Residents and Businesses**

The modification of the Newport/I-215 Interchange will substantially improve regional and local traffic circulation at this critical location for residents and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The utility relocations under this agreement are funded by the Menifee Road and Bridge Benefit District (R&BBD) 100%.

**Contract History and Price Reasonableness**

The costs for the utility relocations as estimated by Edison have been reviewed by the Transportation Department and are consistent with the amount of electrical facilities relocation work required for the interchange improvement project. The Utility Agreement requires final billing on the basis of actual costs incurred.

DISTRICT	COUNTY	ROUTE	POST MILE	PROJECT ID
08	Riverside	215	R17.4/R19.3	0800000301
FED. AID NO.		OWNERS FILE NUMBER		
N/A		653734		

**FEDERAL PARTICIPATION**

On the Project  Yes  No      On the Utilities  Yes  No

Owner Payee Data No. \_\_\_\_\_ or Form STD 204 is attached

**UTILITY AGREEMENT NO. 08 - UT - 22760      DATE: \_\_\_\_\_.**

The County of Riverside, hereinafter called "AGENCY", proposes to construct improvements in the City of Menifee in Riverside County. The planned improvements are to widen Newport Road between Haun Road and Antelope Road from four through lanes to six through lanes and to reconstruct the existing diamond interchange into a modified partial cloverleaf configuration, hereinafter referred to as the "Project", as a cooperative project between the County of Riverside and the State of California Department of Transportation, hereinafter referred to as the "STATE". AGENCY is the lead agency for the Project and is acting as an agent of the STATE with respect to the Project, under the terms of a cooperative agreement between the STATE and AGENCY, with oversight provided to AGENCY by the STATE.

Southern California Edison Company ("OWNER") owns and maintains certain electrical transmission and distribution facilities (collectively, the "Facilities") within the limits of the Project area that require relocation, protection and/or adjustment in order to accommodate AGENCY's Project. The Facilities to be relocated, protected and/or adjusted are more particularly described in OWNER's letter dated November 15, 2013, a copy of which is attached hereto as Exhibit A.

It is hereby mutually agreed between AGENCY and OWNER as follows:

**I. WORK TO BE PERFORMED**

**Work Performed by Owner Per Owner's Plan:**

In accordance with Notice to Owner No. 653734 dated \_\_\_\_\_, OWNER shall relocate, protect and/or adjust the Facilities as identified in Exhibit A (the "Work"). OWNER has heretofore prepared a rough plan ("Rough Plan") for the Work that is based upon preliminary Project information provided by AGENCY, and OWNER is prepared to proceed with the Work based upon the Rough Plan. However, the parties acknowledge that upon AGENCY's provision of final Project information, OWNER shall prepare a final plan for relocation, protection and/or adjustment of the Facilities ("OWNER's Plan"). Upon completion of the OWNER's Plan, a copy thereof shall be attached hereto as Exhibit B. Any revision to the OWNER's Plan, after approval by the AGENCY, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Any Revised Notices to Owner, approved by the AGENCY and agreed to/acknowledged

by OWNER, will constitute an approved revision of the OWNER's Plan and are hereby made a part hereof. No redesign or additional engineering, after approval by the AGENCY, shall commence prior to written execution by OWNER of the Revised Notice to Owner and may 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 and itemized estimate of cost, which is attached and made a part hereof, shall be relocated in accordance with Section 5A, B, & C of the Freeway Master Contract Dated November 1, 2004 as detailed in OWNER'S letter (Exhibit A) dated November 15, 2013.

## **III. PERFORMANCE OF WORK**

### **Owner's Forces or Continuing Contractor Performs Work:**

OWNER agrees to perform the Work with its own forces or to cause the Work to be performed by 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.

### **Prevailing Wage Requirements for Contracted Work:**

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, as applicable. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

## **IV. PAYMENT FOR WORK**

OWNER, at the present time, does not have sufficient funds available to proceed with the relocation, protection and/or adjustment of OWNER's Facilities provided for herein. It is estimated that the cost of the Work provided for by this Agreement, and as hereinafter set forth, is the sum of \$218,715.00. AGENCY agrees to advance to OWNER the sum of \$218,715.00 to apply to the cost of the Work to be undertaken as provided hereinabove. Said sum of \$218,715.00 will be deposited by AGENCY with OWNER within 45 days after execution of this Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance. Notwithstanding any provision herein to the contrary, OWNER will not begin construction of the Work unless/until such time as OWNER has received the specified advance payment from AGENCY.

It is understood and agreed that AGENCY 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 AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

In the event actual costs of the Work are less than the sum of money advanced by AGENCY to OWNER, OWNER hereby agrees to refund to AGENCY the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of the Work exceeds the amount of money advanced to

OWNER, in accordance with the provisions of this Agreement, AGENCY will reimburse OWNER said excess costs upon receipt of five (5) copies of an itemized bill as set forth herein.

OWNER shall submit a final bill to AGENCY within 360 days after the completion of the Work described in Section I above. If AGENCY 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 AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use, or Joint Use Agreements, if required for OWNER's Facilities, AGENCY will provide written notification to OWNER of its intent to close its file within thirty (30) days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned.

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, AGENCY shall not pay any final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from OWNER and approval of documentation by AGENCY. If the final bill exceeds 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 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 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 AGENCY.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three (3) years from the date of the final payment or final invoice, whichever is later, and will be available for audit by AGENCY and/or Federal auditors. OWNER agrees to comply with audit principles and standards 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.*, to the extent they are applicable. If subsequent authorized audit determines any payments to be unallowable, AGENCY shall be responsible for any unallowable payments.

## **V. GENERAL CONDITIONS**

### **"Buy America" Provisions:**

For purposes of this Agreement, the requirements set forth in 23 U.S.C. § 313 and implementing regulations contained in 23 C.F.R. § 635.410, and as may be further modified and/or codified by the Surface Transportation Assistance Act of 1982, P.L. 97-424; the Intermodal Surface Transportation Efficiency Act of 1991, P.L. 102-240; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005, P.L. 109-59; and the Moving Ahead for Progress in the 21st Century Act, P.L. 112-141 ("MAP-21") shall collectively be referred to as the "Buy America Rule."

In Section 1518 of MAP-21, the United States Congress amended existing law to broaden the applicability of the Buy America Rule to include non-federally-funded utility relocations. By virtue of this amendment, the provisions of the Buy America Rule became ostensibly applicable to OWNER's Work under this Agreement. Notwithstanding the foregoing, on July 11, 2013, the U.S. Department of Transportation/Federal Highway Administration ("FHWA") issued a memorandum (the "FHWA Memo") that, in relevant part, (i) acknowledged that the broadened application of the Buy America Rule was delaying (or threatening the delay of) highway construction projects for non-federally-funded utility relocations and (ii) declared that utility companies would have until December 31, 2013 to comply with the heightened obligations of Section 1518 of MAP-21.

By virtue of the FHWA Memo, OWNER is not obligated to comply with the Buy America Rule in relation to OWNER's Work hereunder IF OWNER's Work will be paid for and/or reimbursed from sources other than federal funds and this Utility Agreement is executed prior to January 1, 2014. AGENCY expressly represents and agrees that all funds paid and reimbursed (and to be paid/reimbursed) to OWNER pursuant to this Agreement will derive from non-federal sources. AGENCY acknowledges that but for the foregoing representation and agreement, OWNER would not execute this Agreement.

**AGENCY Liable for Review and Design Costs, Project Cancellation Procedures and Utility Agreement:**

All costs accrued by OWNER as a result of AGENCY's request of December 19, 2012 to review, study and/or prepare plans and estimates for the Project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If AGENCY's Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of any Work by OWNER, AGENCY will notify OWNER in writing and AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement, which terms shall include, at a minimum, OWNER's right to receive (i) compensation for all Work performed by OWNER through the date of termination and (ii) reimbursement for all studies, reports, estimates, engineering and other professional services, materials and equipment procured in relation to OWNER's Work hereunder. Moreover, if OWNER's Work involves the relocation of OWNER's Facilities, the Amendment shall address (i) whether supplemental relocation or modification of OWNER's Facilities is required as a result of the termination and (ii) the respective rights and obligations of OWNER and AGENCY with respect to any such supplemental relocation. Notwithstanding any provision herein to the contrary, OWNER shall be entitled to withhold from any payment(s) received from AGENCY an amount sufficient to cover all costs and expenses incurred by (or reimbursable to) OWNER in relation to any termination of this Agreement. In the event that the payment(s) received by OWNER from AGENCY are insufficient to fully reimburse and compensate OWNER for its costs and expenses incurred in relation to AGENCY's termination of this Agreement, OWNER shall prepare and deliver to AGENCY a written invoice calculating and describing any reimbursement/compensation shortfalls. AGENCY shall pay to OWNER all amounts identified in the invoice within thirty (30) days following AGENCY's receipt of the invoice. Conversely, in the event that the payment(s) received by OWNER from AGENCY are sufficient to fully reimburse and compensate OWNER for its costs and expenses incurred in relation to AGENCY's termination of this Agreement, OWNER shall return to AGENCY any excess funds held by OWNER (which excess funds shall be paid by OWNER to AGENCY within 180 days following OWNER's reestablishment of service/operation of any Facilities affected by this Agreement).

**Notice of Completion:**

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

**Rights of Way:**

If OWNER's Work will require new rights of way for the installation, operation and maintenance of the Facilities, AGENCY will acquire new rights of way in the name of either the AGENCY or OWNER through negotiation or condemnation and when acquired in AGENCY'S name, shall convey same to OWNER by Easement Deed. AGENCY's liability for such rights of way will be at the proration shown in Section II, above for Work involved under this Agreement. Prior to OWNER's commencement of construction, AGENCY shall provide OWNER with documentation that all necessary property rights have been or will be transferred to OWNER.

**Federal Aid Clause - Master Contract:**

It is understood that the Project highway is a Federal aid highway and, accordingly, 23 CFR, Chapter 1, Part 645, as applicable, is hereby incorporated into this Agreement by reference, except those clauses related to the Buy America Rule; provided, however, that the provisions of any agreements entered into between the AGENCY and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

**THE ESTIMATED COST TO AGENCY FOR THE ABOVE DESCRIBED WORK IS \$218,715.00.**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

AGENCY

OWNER

**County of Riverside**

**Southern California Edison Company**

By: \_\_\_\_\_  
Date

By: Albert J. Ramirez 12/4/13  
Date

Name: \_\_\_\_\_

Name: Albert J. Ramirez

Title: \_\_\_\_\_

Title: Sr. Project Manager

**Approval Recommended:**

By: \_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: JP Victor 12/5/13  
MARSHAL VICTOR DATE



SOUTHERN CALIFORNIA  
**EDISON**<sup>®</sup>

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County of Riverside  
Transportation and Land Management Agency  
Transportation Department  
3525 14th Street  
Riverside, CA 92501

November 15, 2013

Attention: Marie Korgan – Right of Way Utility Coordinator

RE: SCE Relocation Transmission and Distribution Billing Letter  
Owners File # 653734  
Project No. 0800000301  
Location: Newport Road and the 215 Freeway, City of Menifee  
SCE file #675

Dear Ms. Korgan:

Southern California Edison Company (SCE) has received your request to relocate our both Transmission and Distribution facilities which are in conflict with the County's planned improvements along Newport Bridge and the 215 Freeway..

The following is the Transmission work order cost estimate for the work performed by SCE in connection with this project. In regards to the salvage credit, A review of this project has confirmed that no parts or material from this project will be salvaged, retained, nor sold by Southern California Edison Company. Therefore, there is no salvage value amount to be included in the estimated invoice.

Relocate 2 steel poles: 100 % SCE cost  
Relocate 2 wooden poles: 100 % SCE cost

**Transmission Work Order: TD #669775**  
**Relocate 5 wood poles**

2 Poles at County's Cost – 100 %

Labor:	52,295.00
Material:	8,850.00
Contract:	8,285.00
Salvage:	0.00
Depreciation:	<u>(-16,945.00)</u>
Total:	\$52,485.00

Transmission Project Delivery - Project Management  
300 N Pepper Ave., Bldg. B  
Rialto, CA 92376  
[leeja@sce.com](mailto:leeja@sce.com)



3 Poles in Franchise -- 50/50 %

Labor:	78,430.00
Material:	13,285.00
Contract:	12,430.00
Salvage:	0.00
Depreciation:	<u>(-12,385.00)</u>
Total:	91,760.00 @ 50% \$45,880.00

Total Transmission Cost -- County \$ 98,365.00

**Distribution Overhead Work Order: TD #767660**

100 % County Cost

Labor:	46,000.00
Material:	18,000.00
Contract:	0.00
Salvage:	0.00
Depreciation:	<u>(- 15,640.00)</u>
Total:	\$48,360.00

Total Distribution Overhead Cost -- County: \$48,360.00

**Distribution Underground Work Order: TD #72146**  
**Replacing 1804' of cable**

318' of cable in Franchise -- 17.60% total split at 50/50 %

Labor:	40,285.00
Material:	78,845.00
Contract:	45,055.00
Salvage:	0.00
Depreciation:	<u>(-20,205.00)</u>
Total:	\$143,980.00 @ 50 % or 8.8% each \$71,990.00

Total Distribution Underground Cost - County \$ 71,990.00

Total Encumbered Cost for County:

Transmission:	\$ 98,365.00
Distribution Overhead:	\$ 48,360.00
Distribution Underground:	<u>\$ 71,990.00</u>
Total:	\$218,715.00

The above estimated costs are valid for 120-days from the date of this letter. After the 120-day period, it will be necessary to update the costs.

If Riverside County Transportation Department is in agreement with this claim, please prepare a Utility Agreement in the amount of \$218,715.00 and forward to me for execution.

In the event you have any questions, please contact me at (909) 820-5679.

Sincerely,



James Lee  
Project Manager

Transmission Project Delivery - Project Management  
300 N Pepper Ave., Bldg. B  
Rialto, CA 92376  
[leeja@sce.com](mailto:leeja@sce.com)