

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



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 5, 2013

SUBJECT: Utility Agreement with Verizon California, Inc. for the Relocation of Telephone Facilities, Interstate 215 at Newport Road Interchange, City of Menifee. 3rd/5th District. [\$163,096]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the submitted Utility Agreement between the County of Riverside and Verizon California, Inc. for the relocation of underground telephone 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

FORM APPROVED COUNTY COUNSEL
BY: *M. Victor*
MARSHAL VICTOR
DATE: 12/5/13
Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 163,096	\$ 0.00	\$ 163,096	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SOURCE OF FUNDS: Menifee R&BBD (100%)
There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE
BY: *Tina Grande*

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

District: 3/5

Agenda Number: 3-54

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Utility Agreement with Verizon California, Inc. for the Relocation of Telephone Facilities, Interstate 215 at Newport Road Interchange, City of Menifee. 3rd/5th District. [\$163,096]; 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 underground telephone conduit systems, which are owned by Verizon of California, Inc. (Verizon) 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 relocation under this agreement will be 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 Verizon have been reviewed by the Transportation Department and are consistent with the scope of the Verizon relocation work required for the interchange improvement project. The Utility Agreement requires final billing on the basis of actual costs incurred.

ORIGINAL

DISTRICT	COUNTY	ROUTE	POST MILE	PROJECT ID
08	Riverside	215	R17.4/R19.3	0800000301
FED. AID NO.		OWNERS FILE NUMBER		
N/A		0584-8P0A0DM		

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 - 22763 DATE: _____

The County of Riverside hereinafter called "COUNTY," 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 "PROJECT", as a cooperative project between the County of Riverside and the State of California Department of Transportation, hereinafter referred to as STATE. COUNTY is the lead agency for the 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.

VERIZON CALIFORNIA, INC.
 295 N. Sunrise Way
 Palm Springs, CA 92262

hereinafter called "OWNER," owns and maintains communication facilities that are in conflict within the limits of COUNTY's freeway improvement project which requires relocation and/or abandonment of underground facilities and adjustment of at-grade manholes.

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. 22763 dated _____ which is attached and made a part hereto, OWNER shall abandon and relocate underground facilities and adjust at-grade manholes. All work shall be performed substantially in accordance with the owners plan for OWNER'S work-order No. 0584-8P0A0DM dated July 17, 2013 consisting of three sheets, a copy of which is on file at COUNTY's Department of Transportation 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 50.0% COUNTY expense and 50.0% OWNER expense in accordance with Section 5 of the Freeway Master Contract dated January 8, 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 meals ("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. 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 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 Agreements 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 December 19, 2012 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.

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:	\$	<u>0.00</u>
Consisting of Construction funds:	\$	<u>0.00</u>
Consisting of Right of Way funds:	\$	<u>163,096.33</u>
Total	\$	<u>163,096.33</u>

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

COUNTY OF RIVERSIDE:

VERIZON CALIFORNIA, INC. :

By _____ Date _____
 Name _____
 Title _____

By William Kearns 11/24/2013
 Name William Kearns
 Title Section Manager

APPROVAL RECOMMENDED:

By _____ Date _____
 Name _____
 Title _____

By _____ Date _____
 Name _____
 Title _____

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

COUNTY OF RIVERSIDE - TRANSPORTATION DEPARTMENT
STANDARD ESTIMATE/LUMP-SUM ESTIMATE FORMAT
 (Based on Caltrans Format)

EXHIBIT
 13-EX-21 (REV 9/2007)

COMPANY NAME
 VERIZON CALIFORNIA INC.

To: County of Riverside
 Transportation Department
 3525 14th Street Annex
 Riverside, CA 92501

EA 0J440
 Contact Larry Moore
 Phone (760) 778-3603
 Plan No. 0584-8P0A0DM

Under UTILITY AGREEMENT No. 22763, the following is an estimate of costs to remove and relocate existing facilities for the I/215 and Newport Road Interchange Project.

Estimated Cost - Summary

Estimated Work		
Engineering	0	
Construction	350,00.00.00	
Design Costs	0	
Material	0	
Transportation and Equipment		
Estimated Work Total		350,00.00.00
Contracted Out		
Engineering	0	
Construction	0	
Design Costs	0	
Material	0	
Transportation and Equipment	0	
Contracted Out Total		0
Credits (100% State/County)		
Betterment	0.00	
Depreciation	15,132.83	
Salvage	8,674.51	
Total Credits		23,807.02
<i>Indirect Overhead (Explain basis on a separate sheet)</i>		
Estimated Total Cost		0
Bill to County [Total Estimated Cost x <u>50</u> %]		

NOTES:

- (1) The cost categories are not limited to those shown and may vary according to the nature of the relocation project.
- (2) Cost breakdown of plant betterment should be noted
- (3) 23 CFR 645.113 requires an estimate to be sufficiently informative to provide a clear description of work.