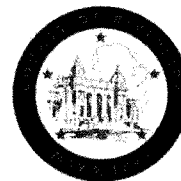


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.26
(ID # 4941)

MEETING DATE:

Tuesday, January 9, 2018

FROM : TLMA-TRANSPORTATION:

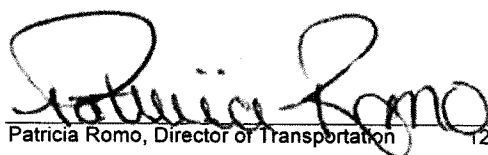
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY-TRANSPORTATION:

Utility Agreement with the Southern California Edison Company for the cost of utility relocation engineering and planning and the removal and installation of new Southern California Edison Company service facilities, Interstate 215 at Scott Rd. Interchange, CEQA Finding of Nothing Further is Required. City of Menifee, 5th District and City of Murrieta, 3rd District. [\$403,993, City of Menifee 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the relocation of the Southern California Edison (SCE) Company facilities for the Interstate 215 and Scott Road Interchange Project have been fully analyzed in the Categorical Exclusion/Mitigated Negative Declaration and nothing further is required; and,
2. Approve the submitted Utility Agreement between the County of Riverside and the Southern California Edison Company (SCE) for the cost of utility relocation engineering and planning for the Interstate 215 and Scott Road Interchange in the amount of \$253,993; and,
3. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside; and,
4. Authorize the Director of Transportation or designee to authorize payment to the Southern California Edison Company for the provision of electrical service and electrical service related utility relocations up to the amount of \$150,000.

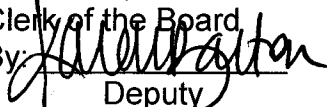
ACTION: Policy


Patricia Romo, Director of Transportation 12/1/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: January 9, 2018
xc: TLMS-Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 403,993	\$ 0	\$ 403,993	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Menifee (100%)			Budget Adjustment:	No
There are no general funds used in this project.			For Fiscal Year:	2017/2018

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Department of Transportation proposes to widen Scott Road from west of Haun Road to east of Antelope Road, replacing the existing Scott Road overcrossing bridge at Interstate 215 (I-215), reconfiguring the on and off ramps, and adding auxiliary lanes on the freeway, in the cities of Menifee and Murrieta. This project will improve travel through the I-215/Scott Road Interchange and ease congestion caused by growth in traffic volume over the last decade. The County of Riverside is the lead agency for the development of the project to construct interchange improvements at Interstate 215 and Scott Road, within the Cities of Menifee and Murrieta.

The project is being phased to accelerate construction with the funds that are currently available. The first phase of the project will construct a new Scott Road bridge over I-215 with 2 lanes in each direction and right and left turn pockets (total of 6 lanes), reconfiguration of the on and off ramps including 2 new loop ramps, widening of Scott Road between Haun Road and Antelope Road and freeway auxiliary lanes. Phase 2 will consist of the construction of an additional 1 lane in each direction and an additional 3 turning lanes (total of 11 lanes), and will be constructed at a later date as funding becomes available.

The Transportation Department has been coordinating with various utility owners, including SCE, for the relocation of utility facilities that are in conflict with the overall project. The Edison Company has transmission and distribution electric facilities within the scope of what is now Phase 2, which required significant planning and engineering. The engineering had been nearly complete when the decision was made to phase the project and construct a 6 lane bridge instead of an 11 lane bridge, for the phase 1 project. The relocation engineering and planning performed by SCE, at the direction of the County, no longer serves the intended purpose for the current project, and SCE is entitled to compensation for the work performed.

The submitted agreement provides for the payment in the amount of \$253,993 to SCE for the work performed to plan and engineer utility relocations that are no longer required. This is consistent with the Freeway Master Contract dated November 1, 2004 between the State of California Department of Transportation and SCE, with which the County is required to comply

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

for this project. The submitted Utility Agreement also commits SCE to relinquishing an electric service property easement for Phase I after removal of SCE service facilities.

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.

Execution of "Utility Agreements", using 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.

The SCE relocations required for the current project (Phase I) are for the relocation and removal of existing SCE service facilities which serve the current interchange facilities, and the installation of new SCE service facilities that will service the new project improvements. Although the work is fairly extensive, under Caltrans procedures this work does not require the execution of a Utility Agreement, and the work is therefore not included in the submitted Utility Agreement. The estimated cost for the service related work is approximately \$150,000. The Transportation Department requests the delegation of authority to authorize payment for the invoices, up to the amount of \$150,000.

Environmental Findings

Pursuant to the California Environmental Quality Act (CEQA), the State of California Department of Transportation, District 8 (Caltrans), as lead agency, prepared an Initial Study and adopted a Mitigated Negative Declaration (MND) and made a National Environmental Policy Act (NEPA) Categorical Exclusion Determination and approved the Interchange Project on December 2, 2010. An Addendum to the MND was prepared and considered and a NEPA/CEQA Re-Validation Conclusion Form was approved on November 28, 2012 by Caltrans. A second Addendum to the MND was prepared and considered and a NEPA/CEQA Re-Validation Conclusion Form was approved on November 11, 2016 by Caltrans.

The relocation of SCE facilities for the Project has been fully analyzed in the CE/MND and the subsequent Re-Validations. Based on the analysis in the CE/MND and Re-Validations, nothing further is required for CEQA compliance.

Impact on Residents and Businesses

The project will greatly improve traffic flow along Scott Road between Haun Road and Antelope Road. The I-215 on-ramps and off-ramps will operate much more efficiently and improve traffic flow on the freeway in the area of the Scott Road/I-215 interchange. Congestion and travel times will be reduced, improving the quality of life and enhancing safety for the area residents and business owners.

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SUPPLEMENTAL

Additional Fiscal Information

All costs will be funded by the City of Menifee.


Contract History and Price Reasonableness

The summary of costs, attached as Attachment B, incurred by SCE has been reviewed by the Transportation Department and is believed to be consistent with the scope of work performed by SCE.

ATTACHMENTS:

- A. Vicinity Map
- B. Utility Agreement

Project no. B3-0689



Kristine Bell-Valdez

12/12/2017



Cynthia M. Gwartz, Supervising Deputy County Counsel

12/14/2017



Melissa Noone, Associate Management Analyst

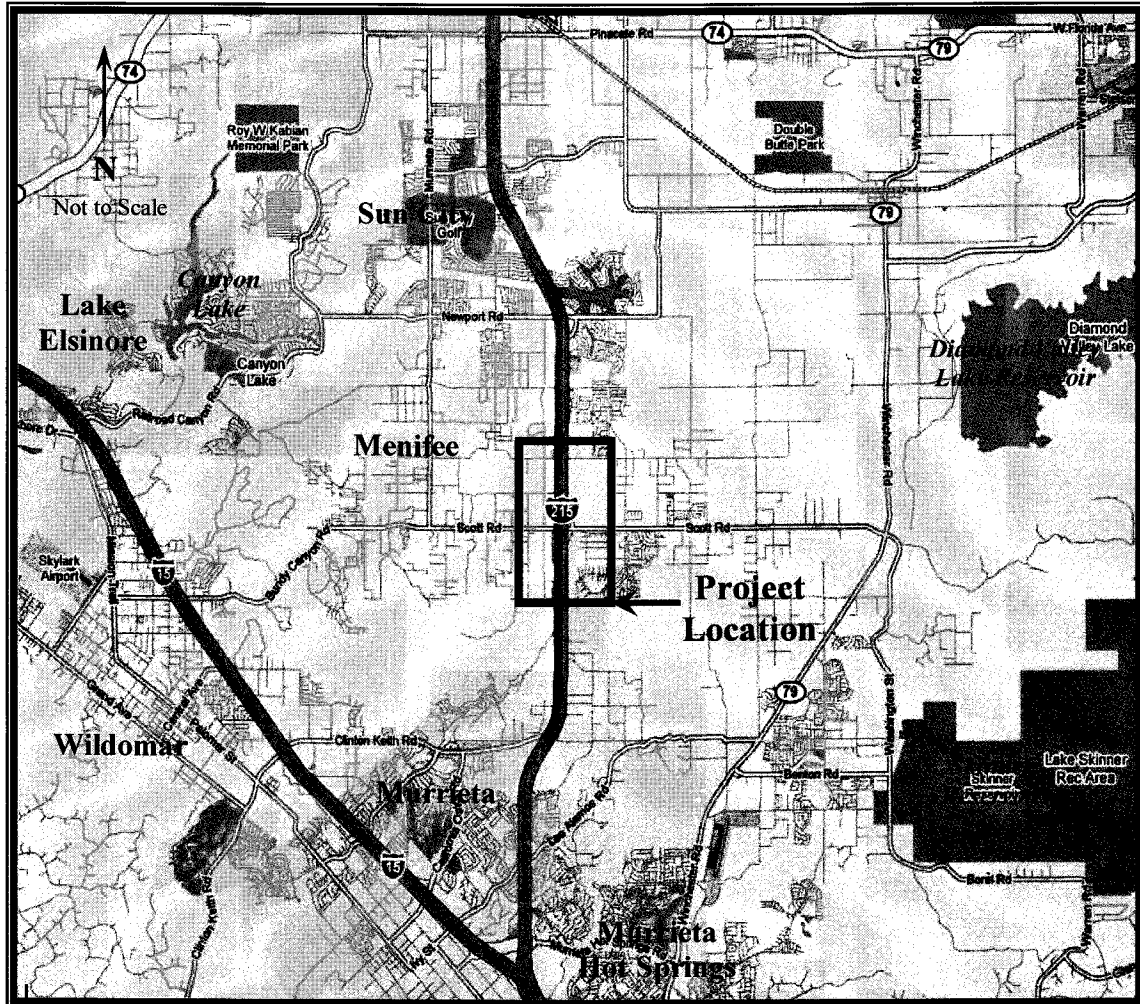
12/28/2017



Gregory V. Priamos, Director County Counsel

12/15/2017

ATTACHMENT A: Vicinity Map



In Riverside County in the Cities of Murrieta and Menifee
on Interstate 215 from 0.75 miles south (PM 14.8) to 0.65 miles north (PM 16.2)
of the Scott Road Overcrossing

DISTRICT	COUNTY	ROUTE	POST MILE	EXPENSE AUTHORIZATION	PROJECT ID
08	Riverside	215	14.8/16.2	0A0200	0800000011
FED. AID NO.			OWNERS FILE NUMBER		
N/A					

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 - 22044 DATE: _____

The County of Riverside hereinafter called "COUNTY," proposes to construct improvements in the City of Murrieta/Menifee area of Riverside County, as the lead agency on behalf of the City of Menifee and the City of Murrieta. The planned improvements are to modify the interchange and widen Scott Road Bridge over Interchange 215, 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 EDISON COMPANY
300 N. Pepper Avenue, Building B
Rialto, CA 92376

hereinafter called "OWNER," owns and maintains overhead and underground Electrical Transmission, Communication and Distribution facilities that are in conflict within the limits of COUNTY's freeway improvement project which require relocation, removal and adjustments.

By Relocation Claim Letter dated March 27, 2012, County directed OWNER, to initiate design of the relocation of facilities that were determined to be in conflict with PROJECT.

PROJECT was down-scoped by COUNTY and the City of Menifee in 2016 and only Phase 1 of PROJECT will be constructed at this time, and OWNER's Transmission, Communication and Distribution electric facilities are not in conflict and generally not within the construction area of the planned first phase of PROJECT.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 22044 dated _____, OWNER shall cease work on the relocation plans for PROJECT, including OWNER's Plan No. TD598743 and TD999199, consisting of ten sheets, a copy of which is on file in the COUNTY's Transportation Department located at 3525 14th Street, Riverside, CA. 92501.

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II. LIABILITY FOR WORK:

The Wasted Work shall be relocated at 100% COUNTY's expense in accordance with Sections 2(E) and 11 of the Freeway Master Contract Dated November 1, 2004.

III. PERFORMANCE OF WORK:

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, inspection, are to be furnished by the Utility Owner and approved by the COUNTY. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

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 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 cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by 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 State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles 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 to extent applicable. If a subsequent State and/or Federal audit determines payments to be made in error, OWNER agrees to reimburse COUNTY upon receipt of COUNTY billing.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of March 27, 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.

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. If Owner commenced work prior to receipt of written notice of termination by State, Owner shall invoice State for the work done and the cost to restore to its original condition prior to commencement of work.

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 allocation of those funds by the California Transportation Commission.

Where OWNER has easement rights for electric service to STATE facilities, over land that has been acquired for PROJECT, OWNER agrees to quitclaim easement to COUNTY or STATE upon removal of the conflicting service facilities. It is understood that COUNTY shall be responsible for administrative costs associated with the easement ownership transfer.

OWNER shall submit a Notice of Completion to the 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 by reference: provided, however, that the provisions of any agreements entered into between the County 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 FHWA to the extent they are applicable, shall govern in lieu of the requirements of said 23 CFR 645.

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:	\$ 253,993.33
Total	\$

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

COUNTY OF RIVERSIDE:

SOUTHERN CALIFORNIA EDISON:

By Chuck Washington JAN 09 2018
Name Chuck Washington
Title CHAIRMAN, BOARD OF SUPERVISORS

By C Hensley 10/3/17
Name C Hensley
Title SR. Project Manager
Transmission Project Delivery

APPROVAL RECOMMENDED:

By Kristin Bell Valdez 12/12/17
Name Kristin Bell Valdez
Title Deputy County Counsel

By _____
Name _____
Title _____

WITNESSES:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

Customer Name:	Caltrans - County of Riverside - 215/Scott Rd Interchange
Project Location:	Scott Rd & I-215
Project Description:	To accommodate a new freeway interchange - Relocate approx 6 Trans wood poles, modify 2 steel poles (change out heads). UG 1 wood Dist pole and relocate 4 wood Dist poles OH to OH.
Date:	9/5/2017
Business Unit	Transmission & Distribution (WO: TD598743, TD999199)

Category		Estimated
1. Labor	Transmission Distribution	\$ 173,434.00
1. Labor Total		\$ 77,192.33
2. Material	Transmission Distribution	\$ -
2. Material Total		\$ -
3. Other*	Transmission Distribution	\$ 2,923.00
checks and one time charges		\$ 444.00
3. Other Total		\$ 3,367.00
4. ITCC	Transmission Distribution	\$ -
4. ITCC Total		\$ -
5. Credits	Transmission Distribution	\$ -
5. Credits Total		\$ -
Total Estimated Cost		\$ 253,993.33
Customer Deposit		\$ -
Grand Total		\$ 253,993.33

Disclaimer: The costs represented on this sheet are approximations and are not final. The customer will receive a final invoice and itemized statement of cost following the completion of the project.

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