SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 11.4
(ID # 19598)
MEETING DATE:
Tuesday, August 02, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of and Authorize Execution by Chair of the Letter Agreement Regarding Relocation, Adjustment or Protection of Telecommunication Facilities – Santa Ana River at BNSF Railroad Between the Riverside County Flood Control and Water Conservation District and Level 3 Communications, LLC for the Santa Ana River Below Prado BNSF Bridge Protection, Project (Project No. 2-0-00105); Authorize General Manager-Chief Engineer as the Administrative Delegate for this Agreement, No Further Analysis Under CEQA is Required, District 2. [$423,596 Total Cost – District Zone 2 Funding 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act ("CEQA") because all potentially significant effects have been adequately analyzed and addressed in previously adopted environmental documents approved by this Board on June 20, 2017, Minute Order 11.2 (MT#4492);
2. Approve the Letter Agreement Regarding Relocation, Adjustment or Protection of Telecommunication Facilities – Santa Ana River at BNSF Railroad ("Letter Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and Level 3 Communications, LLC ("Level 3");

Continued on page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 7/20/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Hewitt
Nays:	None
Absent:	None
Date:	August 2, 2022
xc:	Flood

Kecia R. Harper
Clerk of the Board
By: _____
Deputy

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chair of the District's Board of Supervisors ("Board") to execute the Letter Agreement on behalf of the District; and
4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Letter Agreement, including, but not limited to, negotiating, approving and executing any future non-substantive amendments to the Letter Agreement that do not increase the cost to the District or materially change the provisions of the Letter Agreement, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 423,596	$ 0	$ 423,596	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 25120-947420-536200 Contribution to Non-County Agency – Zone 2 – 100%			**Budget Adjustment:** No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Letter Agreement sets forth the terms and conditions by which the District will provide up to Four Hundred Twenty-Three Thousand Five Hundred Ninety-Six Dollars ($423,596) to Level 3 as remittance for relocation of a fiber optic line owned by Level 3 that was in conflict with the BNSF Bridge Protection Project, which is a part of the federally authorized Santa Ana River Mainstem, including Santiago Creek, California Flood Control Project ("SARMP").

As a part of the SARMP, the U.S. Army Corps of Engineers ("USACE") raised the crest of the Prado Dam by 28 feet and constructed new outlet works. These modifications, combined with future spillway improvements and planned changes in operational procedures, will result in increased discharges to the Santa Ana River of up to 30,000 cubic feet per second. The BNSF Bridge Protection Project was necessary as the increased flows would result in lateral erosion and scour, which could have undermined and damaged the BNSF Railway bridge, and the USACE incorporated the BNSF Bridge Protection Project as a part of the SARMP.

Per the Local Cooperation Agreement Among the Department of the Army, Orange County Flood Control District, San Bernardino Flood Control District and Riverside County Flood Control and Water Conservation District for the Santa Ana River Mainstem, including Santiago Creek, California Flood Control Project, which was approved by the District's Board on December 19, 1989 (Agenda Item No. 7.9), the District, as a Local Sponsor for the SARMP, is responsible for utility relocations associated with the BNSF Bridge Protection Project. One of the utilities that was in conflict with the BNSF Bridge Protection Project and needed to be relocated at the District's expense was the fiber optic line owned by Level 3.

County Counsel has approved the Letter Agreement as to legal form. Level 3 has executed the Letter Agreement.

Prev. Agn. Ref.: 7.1 of 12/12/89
7.2 of 12/12/89
7.9 of 12/19/89
9.1 of 07/13/93
11.6 of 02/11/03
11.3 of 05/17/11
11.8 of 06/14/11
MT#4492, 11.2 of 06/20/17
MT#14116, 11.3 of 01/12/21

Environmental Findings

Pursuant to Section 15096 of the CEQA Guidelines, Making Responsible Agency Findings, the District, in its limited capacity as a responsible agency, considered the previously adopted environmental documents approved by this Board on June 20, 2017, Minute Order 11.2 (MT#4492). The District finds that the environmental effects of this Letter Agreement, which sets forth the terms for the provision of funds to Level 3 as remittance for relocation of a fiber optic line owned by Level 3 that was in conflict with the BNSF Bridge Protection Project, were adequately analyzed in the previously approved environmental documents. As such, nothing further is required under CEQA.

Impact on Residents and Businesses

The District's financial contribution toward the remittance of said costs is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. The BNSF Bridge Protection Project will help prevent lateral erosion and scour to the BNSF Railway Bridge.

Additional Fiscal Information

The District is providing up to Four Hundred Twenty-Three Thousand Five Hundred Ninety-Six Dollars ($423,596) to Level 3 as remittance for the design and construction of said flood control facilities. Sufficient funding is available in the District's Zone 2 budget for FY 2022-2023. Future operation and maintenance costs associated with the relocated fiber optic line will accrue to Level 3.

ATTACHMENTS:

1. Vicinity Map
2. Letter Agreement

RMI:ju
P8/244744

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Jason Farin, Principal Management Analyst 7/25/2022

Synthia M. Gunzel, Chief Deputy County Counsel 7/21/2022

LUMEN

Post P-075788

Level 3 Communications, LLC
"Company"

Via Email Delivery. This Agreement supersedes previously dated Agreements regarding the Work described herein.

7/1/2022
Jason E. Uhley
Riverside County Flood Control & Water Conservation District
1995 Market St
Riverside, CA 92501
C/O: ralander@rivco.org

Re: Relocation, Adjustment or Protection of Telecommunications Facilities – Santa Ana River at BNSF Railroad ("Address")

Dear Jason Uhley,

Riverside County Flood Control & Water Conservation District (the "Requestor") has contacted the above-referenced Company, an affiliate(s) of Lumen Technologies, Inc., regarding relocation, protection and/or adjustment of the Company's telecommunications facilities, including those facilities as set forth in Exhibit A, (the "Facilities"), located at the above-referenced Address. Santa Ana River at BNSF Railroad, City of Corona, County of Riverside, State of California, for the benefit of a site development / flood control project. The current location of the Facilities is set forth in the description attached hereto as Exhibit A. To avoid all identified conflicts between the Facilities and the Requestor's project, Company will adjust, protect and/or relocate its Facilities as further described in Exhibit B, subject to the following terms and conditions:

(1) The government or private entity owning or otherwise controlling the underlying property whereupon the Facilities are located or are to be relocated, if so required, first grant to Company the complete authority to perform all relocation, protection and/or adjustment work (the "Work") described in Exhibit B and, where necessary, to provide Company permanent easement rights necessary for the Facilities to remain in the location upon completion of the Work.

(2) Company will coordinate and perform the Work described in Exhibit B at the Requestor's sole cost and expense. Company will use reasonable efforts to perform all Work from within the area where the Facilities are located or are to be relocated; provided, however, that where Company is required to perform the Work from a third party's property, Requestor will, obtain any necessary permission in advance for Company to perform the Work, including temporary or permanent easements necessary for the Work or continued operation of the Facilities.

Total project cost is: Four Hundred Twenty-Three Thousand Five Hundred Ninety-Five Dollars and Nineteen Cents (**$423,595.19)** as set forth in Exhibit C. Payment will be collected

AUG 02 2022 11.4

post work completion and check should be made out to the specific Company set forth at the top of this Agreement, **Level 3 Communications, LLC,** and sent to the address listed in Exhibit C below.

(3) **UPON COMPLETION, REQUESTOR ACCEPTS THE WORK "AS IS." COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WORK OR AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(4) The execution of this Agreement by the parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require any additional approval on the part of the parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation.

(5) This Agreement constitutes the complete legal, valid, and binding obligation of the parties hereto with regard to the Work and is enforceable against the parties in accordance with the terms hereof. Except to the extent herein provided, no amendment, supplement, modification, or termination of this Agreement shall be enforceable unless executed in writing by both parties.

(6) If any part of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, the court shall interpret the terms hereof to give the greatest effect to the parties' intentions in entering into this Agreement.

(7) This Agreement shall be construed under the laws of the State in which the Facilities are located.

(8) This Agreement shall become effective on the date signed by Requestor.

Please acknowledge your acceptance of the foregoing terms and conditions by signing this Agreement and delivering a check in the amount set forth above to the undersigned. Company will countersign this Agreement and thereafter work with underlying property owner or governing locality to coordinate a construction start date and the times for performing the Work.

Sincerely,

Clem Helmstetter

RELO PM
Dept: Relocations
1025 Eldorado Blvd.
Broomfield, CO 80021-8254
clem.helmstetter@lumen.com

[Approval signatures appear on following page.]

LUMEN

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APPROVED AND AGREED TO:

Level 3 Communications, LLC

Signature: Brian Economaki
Brian Economaki (Jul 18, 2022 13:43 CDT)

Name: Brian Economaki

Title: VP Network Imp.

Date: Jul 18, 2022

Review Initials: Gary Nelson GLN

Review Initials: Pablo Mercado PPM

APPROVED AND AGREED TO:

Riverside County Flood Control & Water Conservation District

Signature: Karen S. Spiegel

Name: KAREN SPIEGEL

Title: Chair, Board of Supervisors, Riverside County Flood Control and Water Conservation District

Date: AUG 02 2022

RECOMMENDED FOR APPROVAL:

Signature:

Name: JASON E. UHLEY

Title: General Manager-Chief Engineer

ATTEST:
KECIA R. HARPER, Clerk
By
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Cynthia M. Gunzel 7-21-22
CYNTHIA M. GUNZEL DATE

0811-21 L-Team

LUMEN

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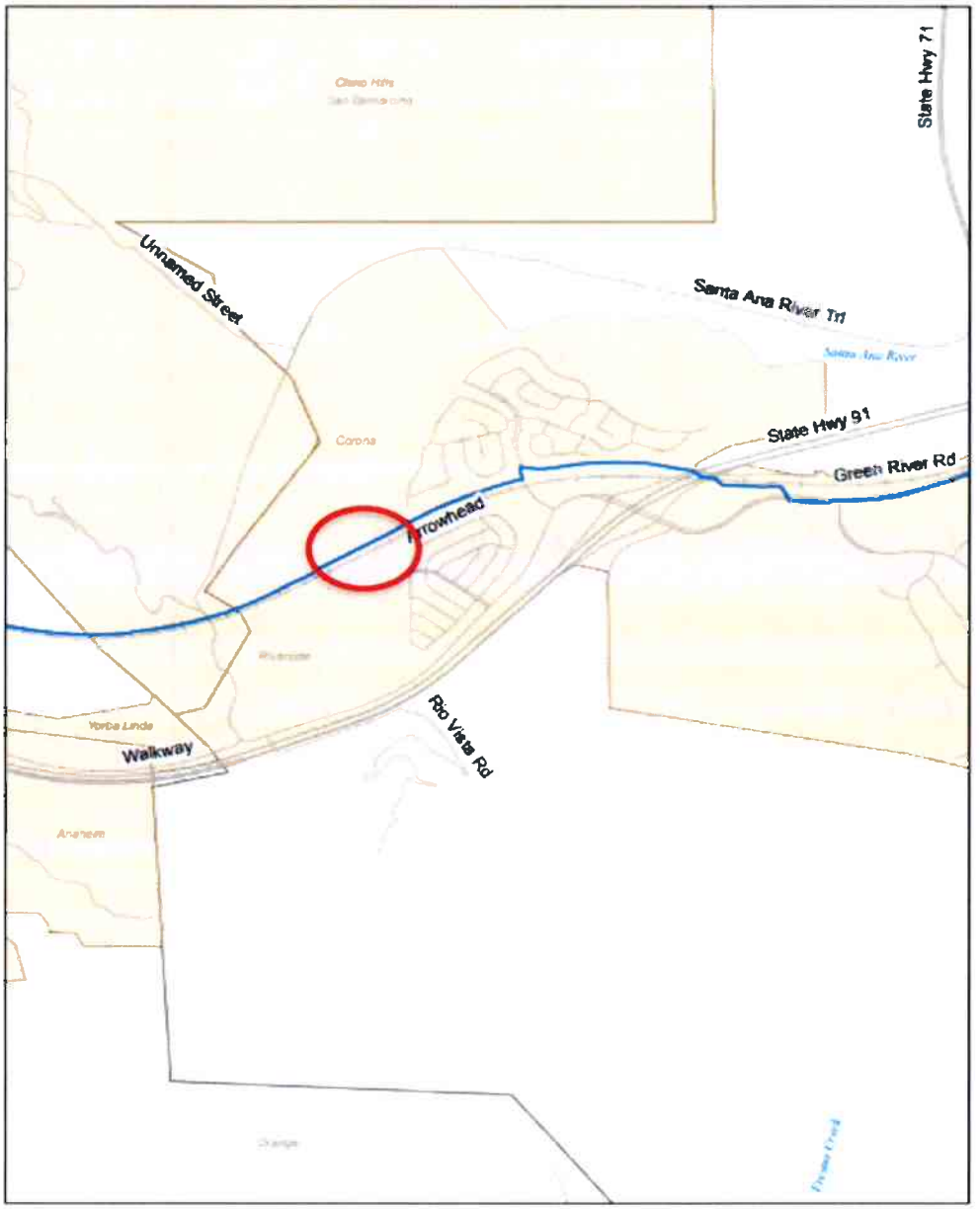
Exhibit A

(Current Location of Facilities in BNSF Railroad Right of Way)



Note that the locations of Facilities shown on these drawings are only approximate and Level 3 hereby disclaims any responsibility to third parties for the accuracy of this information. Persons working in the area covered by these drawings must contact the statewide Call-Before-You-Dig System to ascertain the location of underground facilities prior to performing any excavation.

0811-21 L-Team

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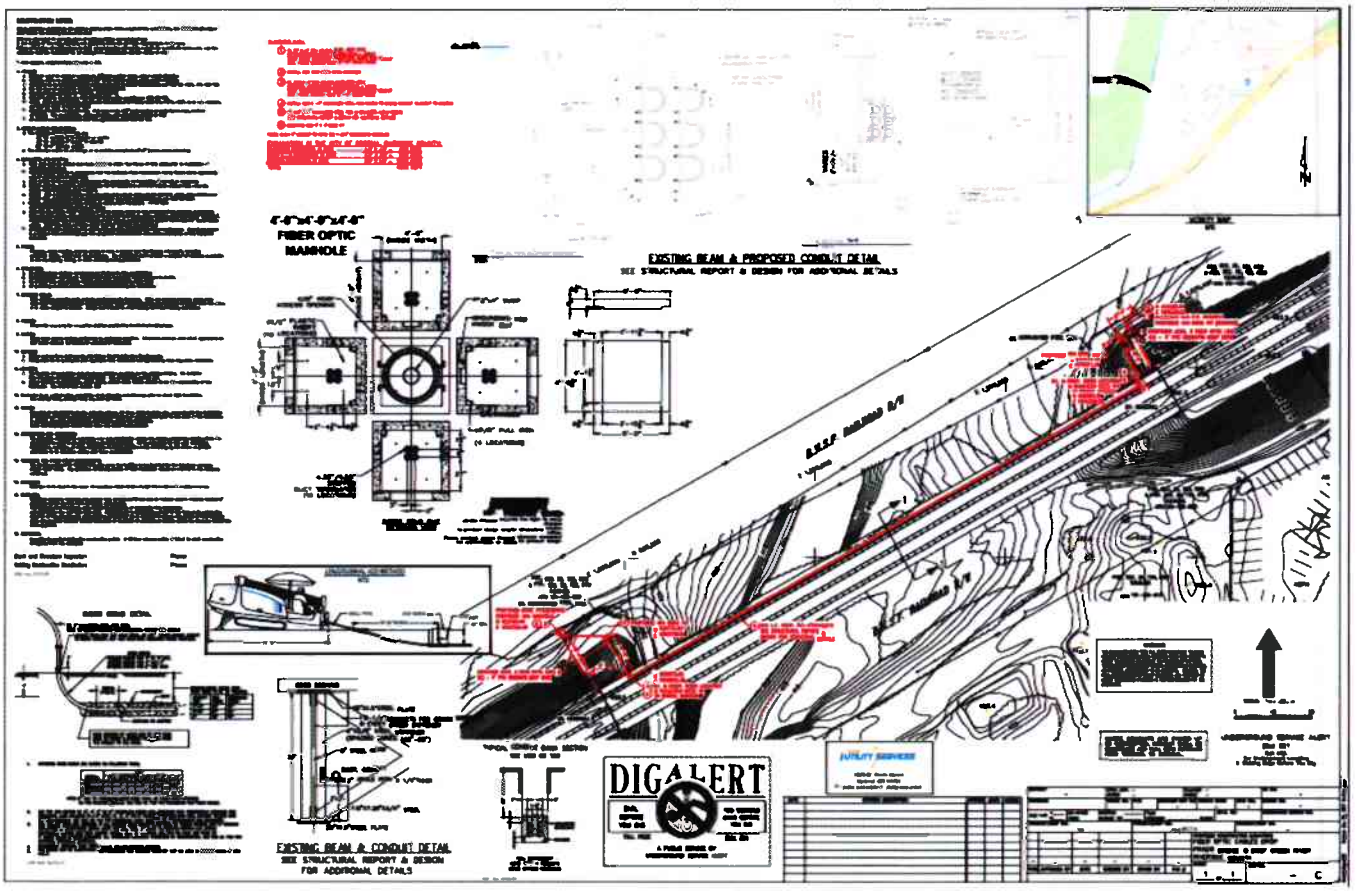
Exhibit B

Summary Description of Work

Scope: RELO WR_69086_CA Santa Ana River, Corona, CA. SOW: Design, construct, and place new fiber for flood project in Riverside County to reinforce BNSF truss support for work on Santa Ana River. Level 3 will purchase materials, fabricate brackets for six 4" conduits to be mounted under BNSF truss bridge. Install (6) 4" conduits underneath BNSF Railroad bridge. Install 18 innerducts through bore and onto bridge. Place ducts and vaults to tie into existing system, place new fiber and splice over the work area for flood project. Level 3 fiber was installed within BNSF RR ROW under agreement with railroad and held prior rights.



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GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL STANDARDS AND APPLICABLE PROVISIONS OF THE CURRENT BUILDING CODES LISTED HEREIN. ASTM REFERENCES ARE FROM THE LATEST ISSUE AND LATEST REVISION, UNLESS OTHERWISE NOTED.

2. THE PROJECT SPECIFICATIONS ARE A PART OF THE CONTRACT DOCUMENTS. IF THERE IS A DISCREPANCY FOUND BETWEEN THE REQUIREMENTS OF SPECIFICATIONS AND THE DRAWINGS, THE MOST STRINGENT SHALL GOVERN.

3. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE, AND SHALL BE RESPONSIBLE FOR CONDITIONS OF ALL WORK AND MATERIALS, INCLUDING THOSE FURNISHED BY SUB-CONTRACTORS. ANY DISCREPANCIES AND/OR VARIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND STRUCTURAL ENGINEER PRIOR TO FABRICATION OR CONSTRUCTION.

4. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT LIMITED TO BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR THE BUILDING, SHORING FOR THE EARTH BANKS, FORMS, SCAFFOLDING, PLANKING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES AND GIN POLES, ETC. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT OR THE ENGINEER SHALL NOT INCLUDE THE INSPECTION OF THE ABOVE ITEMS. CONSTRUCTION MATERIALS, PLACED ON STRUCTURAL MEMBERS, SHALL BE POSITIONED SUCH THAT THE LOADING DOES NOT EXCEED DESIGN LOADS LISTED HEREIN.

5. DETAILS SHOWN ON DRAWINGS APPLY AT ALL LIKE CONDITIONS. THESE DRAWINGS SHOW ONLY REPRESENTATIVE AND TYPICAL DETAILS TO ASSIST THE CONTRACTOR. THE DRAWINGS DO NOT ILLUSTRATE EVERY CONDITION. ALL ATTACHMENT, CONNECTIONS, FASTENINGS, ETC. TO BE PROPERLY SECURED IN CONFORMANCE WITH BEST PRACTICE, AND THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING THEM.

6. DRAWINGS SHALL NOT BE SCALED FOR CONSTRUCTION PURPOSES.

7. NO PIPES, CONDUITS, OR DUCTS SHALL BE PLACED IN STRUCTURAL MEMBERS UNLESS SPECIFICALLY DETAILED OR APPROVED BY THE ENGINEER.

8. REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ALL INFORMATION RELATED TO MEP ITEMS & DISTRIBUTION SYSTEMS EXCEPT AS SHOWN OR NOTED HEREIN.

10. CONSTRUCTION MATERIALS, PLACED ON STRUCTURAL MEMBERS, SHALL BE POSITIONED SUCH THAT THE LOADING DOES NOT EXCEED DESIGN LOADS LISTED HEREIN.

11. DETERMINE THE LOCATION OF UTILITY SERVICES IN AREAS TO BE EXCAVATED BEFORE BEGINNING EXCAVATION. EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING. DAMAGE CAUSED AS A RESULT OF FAILING TO EXACTLY LOCATE AND PRESERVE ALL EXISTING UNDERGROUND UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.

12. THE CAD DRAWING FILES ARE THE PROPERTY OF THE STRUCTURAL ENGINEER AND WILL NOT BE RELEASED TO THE CONTRACTOR OR SUBCONTRACTORS FOR THEIR USE.

DESIGN BASIS

A. APPLICABLE CODES:

2016 CALIFORNIA BUILDING CODE
ASCE 7-10, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES

B. GRAVITY LOADS

A. DEAD LOAD — SELF WEIGHT OF PIPE

EARTHQUAKE LOADS - NON STRUCTURAL COMPONENTS

SEISMIC DESIGN FORCE

$$F_p = \frac{0.4 a_p S_{DS} W_p}{\left(\frac{R_p}{I_p}\right)}(1+2z/h)$$

$z/h = 1.0$

COMPONENT AMPLIFICATION FACTOR	$a_p = 2.5$
RESPONSE MODIFICATION FACTOR	$R_p = 3$
RISK CATEGORY	II
SEISMIC IMPORTANCE FACTOR	$I_p = 1.0$
SITE CLASS	D
SEISMIC DESIGN CATEGORY	D
SITE COORDINATES	
LATITUDE	33.87704 N
LONGITUDE	117.86732 W

SEISMIC PARAMETERS

S_S 2.422g
S_1 [illegible]
S_{DS} 1.615g
S_{D1} [illegible]
W_p EQUIPMENT WEIGHT (SEE PLAN)

REGISTERED PROFESSIONAL ENGINEER
HEINRICH A. VILLANUEVA
STATE OF CALIFORNIA

WELDING

1. ALL WELDING SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICAN WELDING SOCIETY CODE AWS D1.1, LATEST ADOPTED EDITION.
2. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS HOLDING CURRENT VALID AWS CERTIFICATES AND HAVING CURRENT EXPERIENCE IN THE TYPE OF WELD CALLED FOR ON THE DRAWINGS.
3. ALL SHOP WELDING SHALL BE PERFORMED BY CERTIFIED OPERATORS UNDER THE SUPERVISION OF AN APPROVED FABRICATOR AND IN A SHOP APPROVED BY THE GOVERNING BUILDING DEPARTMENT. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED OPERATOR. IF WELDING IS PERFORMED IN A NON-APPROVED SHOP, SPECIAL INSPECTION IS REQUIRED.
4. ALL WELDING SHALL BE PERFORMED USING THE SHIELDED METAL ARC WELDING (SMAW) PROCESS WITH APPROVED ELECTRODES PER AWS SPECIFICATIONS E70XX (LOW HYDROGEN ELECTRODES).
5. ALL WELDS SHALL HAVE A WELD CONTROLLED SEQUENCE AND TECHNIQUE IN ORDER TO MINIMIZE SHRINKAGE STRESSES AND DISTORTION.
6. ALL ELECTRODE FILLER MATERIAL SHALL BE A MINIMUM OF E70XX. FILLER METAL TOUGHNESS FOR COMPLETE PENETRATION GROOVE WELDS SHALL COMPLY WITH AWS AND SHALL HAVE A CHARPY V NOTCH (CVN) TOUGHNESS OF 20 FOOT-POUNDS AT ZERO DEGREES FAHRENHEIT AND TESTED PER AWS FILLER METAL SPECIFICATIONS. WELD ELECTRODES IDENTIFIED AS E70T-4 OR 120 WILL NOT MEET THIS TOUGHNESS REQUIREMENT AND SHALL NOT BE USED IN FULL OR PARTIAL PENETRATION GROOVE WELDS.
7. ALL FIELD WELDING REQUIRES SPECIAL INSPECTION.
8. AN APPLICATION FOR OFF-SITE FABRICATION MUST BE SUBMITTED TO THE FIELD INSPECTION DIVISION FOR APPROVAL PRIOR TO FABRICATION. A CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION MUST BE COMPLETED AND SUBMITTED TO THE FIELD INSPECTION DIVISION PRIOR TO THE ERECTION OF PREFABRICATED COMPONENTS.

BRADY

FOR CONSTRUCTION

SANTA ANA, CA

GENERAL NOTES

PROJ #	
DR	
CH	
AP	
DATE	
SCALE	AS NOTED

S001

Post P-075788

STRUCTURAL STEEL

1. THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH "AISC SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AND STEEL CONSTRUCTION MANUAL AISC 360, LATEST ADOPTED EDITION, EXCEPT AS AMENDED BY THE IBC.
2. ALL CONNECTIONS SHALL BE DETAILED IN ACCORDANCE WITH LATEST EDITION OF AISC "DETAILING FOR STEEL CONSTRUCTION".
3. STEEL FURNISHED FOR STRUCTURAL LOAD-CARRYING PURPOSES SHALL BE PROPERLY IDENTIFIED FOR CONFORMITY TO THE SPECIFIED GRADES SHOWN BELOW. STEEL THAT IS NOT READILY IDENTIFIABLE AS TO GRADE FROM MARKING AND TEST RECORDS SHALL BE TESTED TO DETERMINE CONFORMITY TO:

ANGLES & CHANNELS:	ASTM A36 (Fy=36 ksi)
PLATES:	ASTM A36 (Fy=36 ksi)

4. HIGH STRENGTH BOLTS, NUTS AND WASHERS SHALL BE PER AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS". USE ASTM F436 UNDER NUTS EXCEPT WHERE PLATE WASHERS ARE USED. PROVIDE BEVELED WASHERS WHERE JOINT FACE SLOPE IS GREATER THAN 1:20. USE SNUG TIGHT FOR ALL HIGH STRENGTH BOLTS EXCEPT TIGHTEN A325-SC AND A490-SC BOLTS TO AT LEAST THE MINIMUM PROPER TENSION ACCORDING TO AISC SPECIFICATION.
5. CONNECTED MEMBERS SHALL BEAR ONLY ON THE UNTHREADED PORTION OF BOLTS, EXCEPT WHERE A325-N IS SPECIFICALLY REFERENCED.
6. ALL EXTERIOR STRUCTURAL STEEL PERMANENTLY EXPOSED TO THE WEATHER SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION. ZINC COATING SHALL CONFORM TO ASTM A123 (G-90 U.O.N.). ALL WELDING DONE AFTER GALVANIZING SHALL BE PROTECTED WITH TWO COATS OF "GALVALOY", OR EQUAL.
7. ALL METAL ITEMS, INCLUDING CONNECTORS, EXPOSED TO THE WEATHER SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION.
8. ALL STEEL FABRICATION SHALL BE PERFORMED IN AN APPROVED FABRICATION SHOP. STEEL FABRICATOR SHALL VERIFY ALL DIMENSIONS WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS.
9. STRUCTURAL STEEL SHALL BE DELIVERED TO THE JOB SITE FREE OF EXCESSIVE RUST, MILL SCALE, GREASE, ETC.
10. STEEL FABRICATOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION. ANY PROPOSED DEVIATIONS, ADDITIONS OR QUESTIONS SHALL BE NOTED CLEARLY ON THE SHOP DRAWINGS. APPROVAL OF SUCH DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR ERRORS OF ANY KIND PERTAINING TO THE SHOP DRAWINGS. STEEL FABRICATORS SHALL FIELD CHECK ALL DIMENSIONS PRIOR TO ERECTION TO PROVIDE FOR A PROPER FIT.
11. PROVIDE MINIMUM OF (2) BOLTS PER CONNECTION. PROVIDE MINIMUM BOLT DIAMETER OF 3/4 INCH, UNO.
12. STEEL FABRICATION:
    a. FABRICATE AND ASSEMBLE STRUCTURAL MEMBERS/ASSEMBLIES IN SHOP TO GREATEST EXTENT POSSIBLE.
    b. FABRICATOR SHALL BE RESPONSIBLE FOR ALL ERRORS OF DETAILING ON THE SHOP DRAWINGS, ERRORS IN FABRICATION, AND THE CORRECT FITTING OF STRUCTURAL STEEL MEMBERS.
    c. CONFORM TO THE AISC CODE OF STANDARD PRACTICE, FOR ERECTION TOLERANCES. FIELD MODIFICATION TO STRUCTURAL STEEL IS PROHIBITED WITHOUT PRIOR APPROVAL BY THE A/E.
    d. CLEAN STEEL OF RUST, LOOSE MILL SCALE AND OTHER FOREIGN MATERIALS WHERE REQUIRED FOR FABRICATION, FITTING UP, OR WELDING.
    e. DO NOT CUT STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES WITHOUT PRIOR REVIEW AND APPROVAL OF THE A/E.
17. PROVIDE WASHERS FOR ALL CONNECTIONS WITH STANDARD, OVERSIZED AND SHORT-SLOTTED HOLES. FOR LONG-SLOTTED HOLES PROVIDE WASHERS OR A CONTINUOUS BAR OF SUFFICIENT SIZE TO COMPLETELY COVER THE SLOT. PLATE WASHERS OR BARS TO BE MINIMUM OF 5/16 INCH THICK FOR LONG-SLOTTED HOLES.
18. WELDS SHALL BE CONSIDERED TO BE CONTINUOUS UNLESS NOTED OTHERWISE.

SPECIAL INSPECTIONS

THIS "STATEMENT OF SPECIAL INSPECTIONS" IS SUBMITTED IN FULFILLMENT OF THE REQUIREMENTS OF THE CURRENT GOVERNING CODES LISTED HEREIN.

THE SCHEDULE OF SPECIAL INSPECTIONS SUMMARIZES THE SPECIAL INSPECTIONS AND TESTS REQUIRED. SPECIAL INSPECTORS WILL REFER TO THE APPROVED PLANS AND SPECIFICATIONS FOR DETAILED SPECIAL INSPECTION REQUIREMENTS. ANY ADDITIONAL TESTS AND INSPECTIONS REQUIRED BY THE APPROVED PLANS AND SPECIFICATIONS SHALL ALSO BE PERFORMED.

SPECIAL INSPECTIONS AND TESTING WILL BE PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, THIS STATEMENT AND IBC SECTIONS 1704, 1705. INTERIM REPORTS WILL BE SUBMITTED TO THE AHJ AND THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE IN ACCORDANCE WITH IBC SECTION 1704.2.4.

A FINAL REPORT OF SPECIAL INSPECTIONS DOCUMENTING REQUIRED SPECIAL INSPECTIONS, TESTING AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED PRIOR TO ACCEPTANCE OF THE BUILDING BY AHJ. THE FINAL REPORT WILL DOCUMENT:

- REQUIRED SPECIAL INSPECTIONS
- CORRECTION OF DISCREPANCIES NOTED IN INSPECTIONS.

THE CONTRACTOR RECOGNIZES HIS OR HER OBLIGATION TO ENSURE THAT THE CONSTRUCTION COMPLIES WITH THE APPROVED PERMIT DOCUMENTS AND TO IMPLEMENT THIS PROGRAM OF SPECIAL INSPECTIONS. IN PARTIAL FULFILLMENT OF THESE OBLIGATIONS, THE CONTRACTOR WILL RETAIN AND DIRECTLY PAY FOR THE SPECIAL INSPECTIONS AS REQUIRED IN RELEVANT SECTIONS OF THE GOVERNING CODES LISTED HEREIN.

THIS PLAN HAS BEEN DEVELOPED WITH THE UNDERSTANDING THAT THE CONTRACTING OFFICER WILL:

- REVIEW AND APPROVE THE QUALIFICATIONS OF THE SPECIAL INSPECTORS WHO WILL PERFORM THE INSPECTIONS.
- MONITOR SPECIAL INSPECTION ACTIVITIES ON THE JOB SITE TO ASSURE THAT THE SPECIAL INSPECTORS ARE QUALIFIED AND ARE PERFORMING THEIR DUTIES AS CALLED FOR IN THIS STATEMENT OF SPECIAL INSPECTION.
- REVIEW SUBMITTED INSPECTION REPORTS.
- PERFORM INSPECTIONS AS REQUIRED BY THE LOCAL BUILDING CODE.

REQUIRED VERIFICATION AND INSPECTION OF FABRICATORS

VERIFICATION AND INSPECTION	C	P	APPLICABLE	REFERENCED STANDARD	CBC/IBC REF
1. VERIFY THAT THE FABRICATOR MAINTAINS DETAILED FABRICATION AND QUALITY CONTROL PROCEDURES THAT PROVIDE A BASIS FOR INSPECTION CONTROL WORKMANSHIP AND FABRICATOR'S ABILITY TO CONFORM TO APPROVED CONSTRUCTION DOCUMENTS AND REFERENCED STANDARDS. SPECIAL INSPECTION AS REQUIRED BY SECTION 1704.2.5 SHALL NOT BE REQUIRE WHERE THE FABRICATOR IS APPROVED IN ACCORDANCE WITH SECTION 1704.2.5.2			●		1704.2.5 1704.2.5.2

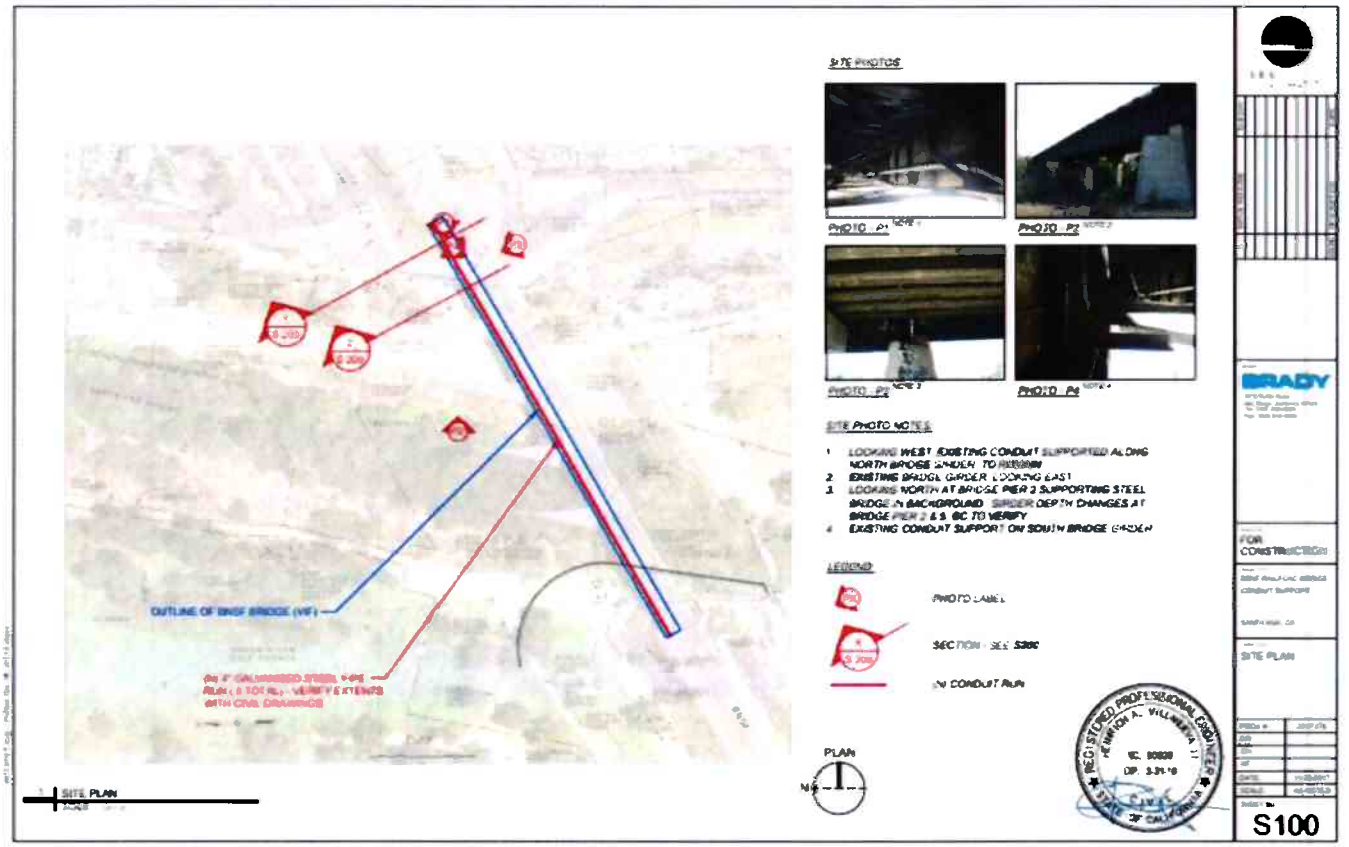
FOR CONSTRUCTION

SANTA ANA, CA

GENERAL NOTES

S002

Post P-075788



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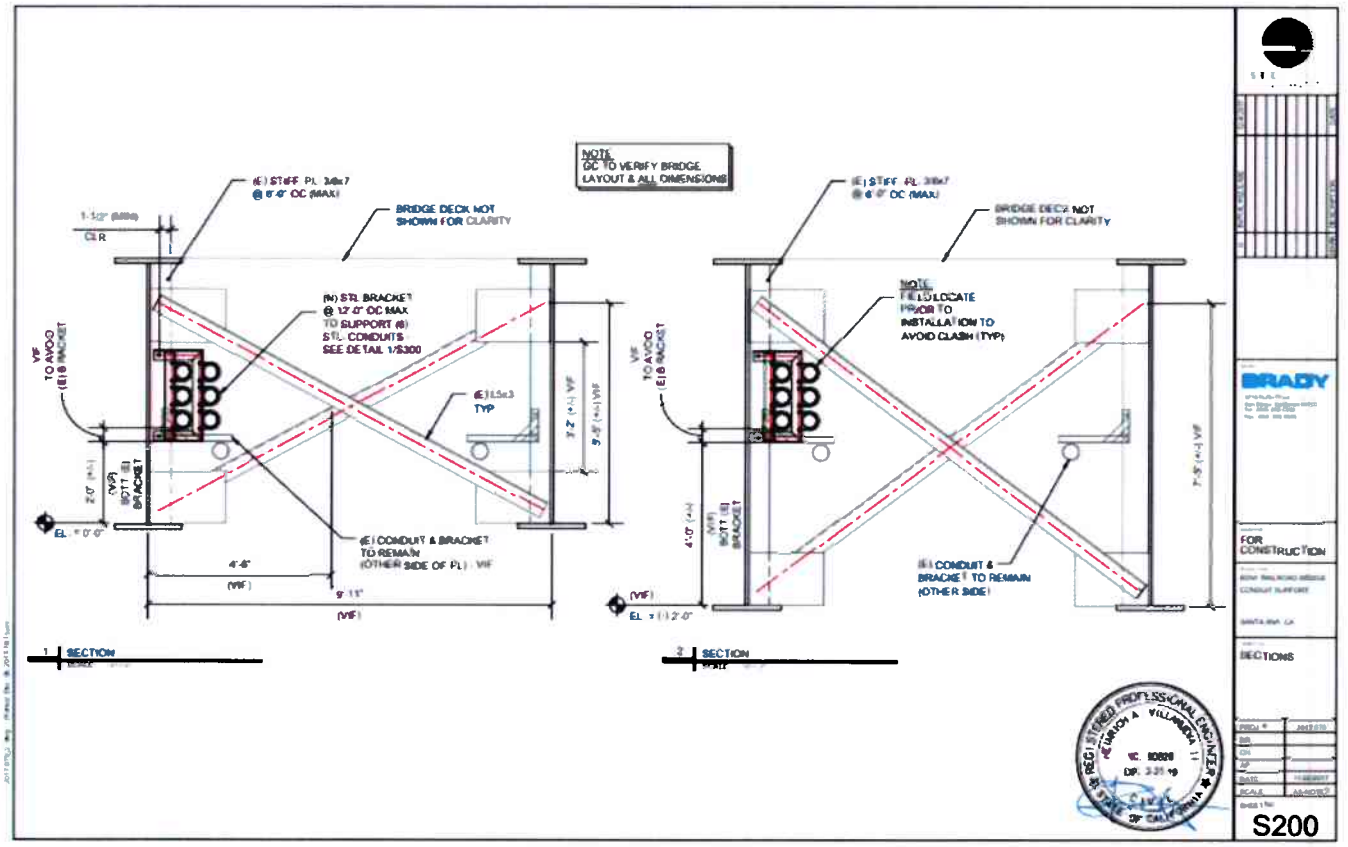
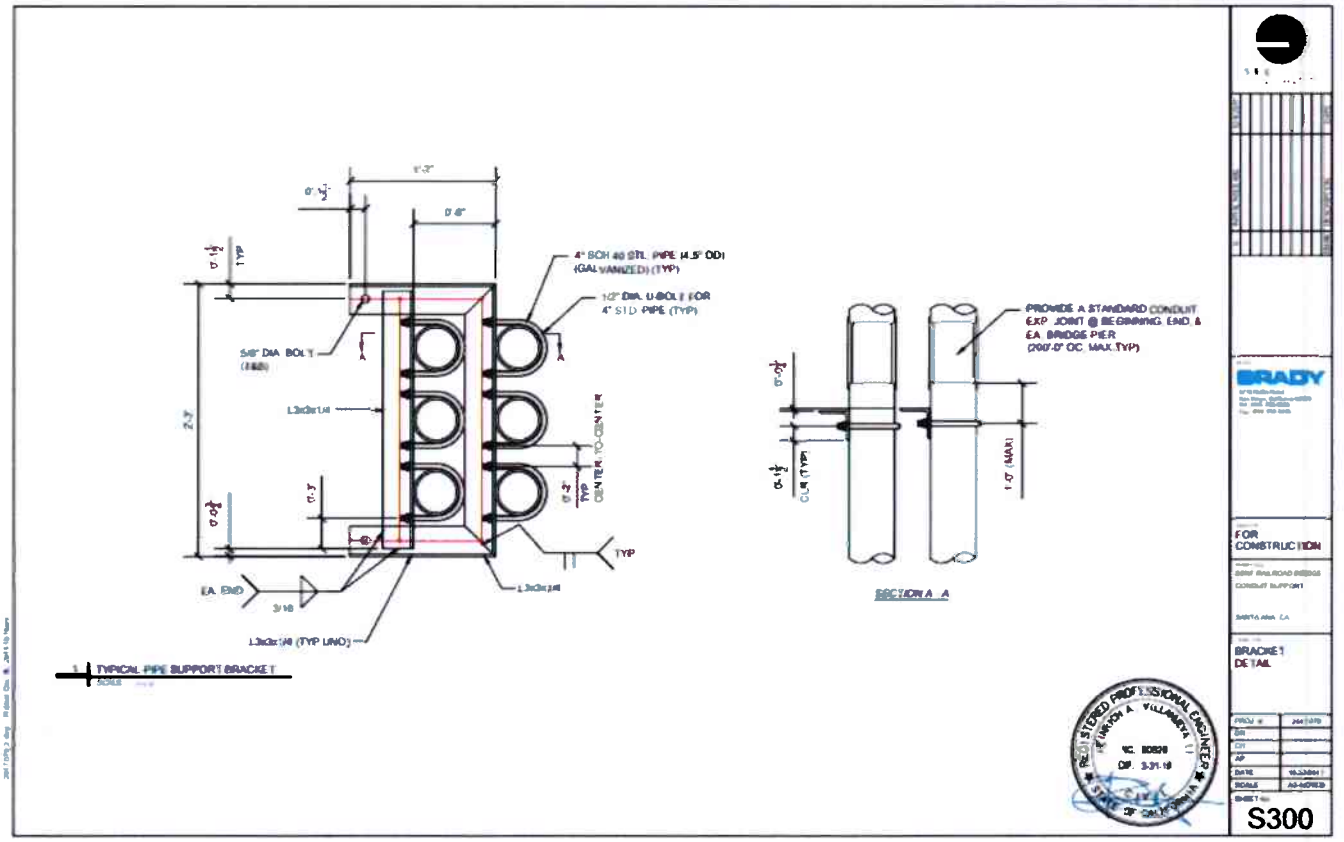


Post P-075788



Post P-075788

SEESTUDIO
STRUCTURAL & EARTHQUAKE ENGINEERING

STRUCTURAL CALCULATIONS

For

BNSF RAILWAY BRIDGE
CONDUIT SUPPORT STRUCTURE DESIGN
RIVERSIDE, CA

Revision 0
Submitted: 12.04.2017

PREPARED FOR:

RICHARD BRADY & ASSOCIATES
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858.634.4539

PREPARED BY:

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SEES Document: 2017.079.CALC.001.0

EXECUTIVE SUMMARY

This report is the basis for the structural design of conduit support structure to be installed along the BNSF Railway Bridge in Riverside, CA.

The structural integrity of the conduit support structure in its final installed condition is evaluated to resist the gravity loads and lateral loads due to the effects of operational & seismic loading. The governing codes for this evaluation are the CBC 2016 and ASCE 7-10. Provisions for ASCE 7 Chapter 13, Non-Structural Components, are utilized in this report. Appropriate material specifications, such as AISC 360, are utilized to evaluate anchorage capacity and the strength of the conduit support structures.

Through this report, it is shown that the proposed structures establish a complete load path to resist the design loads prescribed by the governing codes and meet the requirements of the appropriate material specifications

Post P-075788

Table of Contents

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SECTION 1: INTRODUCTION & OBJECTIVES

INTRODUCTION

The conduit run is proposed to be installed at the following location:

SANTA ANA RIVER MAINSTEM
LOWER SANTA ANA RIVER CHANNEL, REACH 9
BNSF RAILROAD BRIDGE PROTECTION
RIVERSIDE COUNTY, CALIFORNIA

SECTION 2: USAGE LIMITATIONS

LIMITATIONS

- This report is only valid for the installation site described in this report and does not include seismic or wind loading valid for other locations.
- This report is only valid for the specific conduit layout listed herein and is not valid for other layouts or construction types.
- The re-use of this report, other than outlined in this project scope, must be with the consent of SEEStudio, Inc.
- Equipment transportation, lifting, and means and methods of field attachment are beyond the scope of this report. This report is intended only for code compliance of the fully assembled structures.

SECTION 3: INPUTS AND REFERENCES

This section outlines the various inputs and references that were used in the development of this engineering report.

APPLICABLE CODES, STANDARDS, & REFERENCES

1. Codes and Standards:

1.1.	CBC 2016:	"California Building Code"
1.2.	ASCE 7-10:	"Minimum Design Loads for Buildings and Other Structures"
1.3.	AISC 360:	"Steel Construction Manual"

2. Existing Site Drawings:
   2.1. Sheet T-4: Survey Control Monuments and Contract Options, U.S. Army Engineer District Los Angeles Corps of Engineers

INPUTS

The following are inputs to the engineering report:

Gravity loads:

Dead load

4" Galv. Stl Conduit, Sch 40:	10.790 lbs. / ft. per Conduit - (6) total
1.75" inner ducts:	2.53 lbs. / ft. per conduit, (4) per Conduit

Lateral loads:

Seismic:

Risk Category:	II
Ss:	2.422
S1:	0.896
Sd1:	0.896
Sds:	1.615

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Material Properties

Structural Steel Angles:	ASTM A36, Fy = 36 ksi
Bolts:	ASTM A307, Fu = 58 ksi

Load Combinations

2.3.2 Basic Combinations

Structures, components, and foundations shall be designed so that their design strength equals or exceeds the effects of the factored loads in the following combinations:

1. $1.4D$
2. $1.2D + 1.6L + 0.5(L_r \text{ or } S \text{ or } R)$
3. $1.2D + 1.0L \text{ or } S \text{ or } R) + (L \text{ or } 0.5W)$
4. $1.2D + 1.0W + L + 0.5(L_r \text{ or } S \text{ or } R)$
5. $1.2D + 1.0E + L + 0.2S$
6. $0.9D + 1.0W$
7. $0.9D + 1.0E$

SECTION 4: CALCULATION

Detailed calculations are provided in the following Appendices.

SECTION 5: RESULTS & CONCLUSIONS

RESULTS:

Description	Utilization
L3 x 3 x 1/4	0.610
Bolted Connection at Bridge Stiffener	0.489

CONCLUSIONS

Based on the provide documentation by Client and the proposed conduit bracket support design, SEES performed a systematic check through the critical load path of the structure. All framing elements and connection were found to meet the acceptance criteria specified in this report. The design of the proposed conduit bracket support is thus found to be code compliant with local Jurisdictional requirements.

APPENDIX A

Detailed Structural Calculations

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BSNF Railway Bridge	2017.079			
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DEAD LOAD

The following summarizes the operating weight of the conduits:

4" Galvanized Steel Conduits:

Galvanized Standard Steel Pipe

Item #	Size	Weight per Ft
Galvanized SCH 40 Pipe 3	3 in	7.575 lb
Galvanized SCH 40 Pipe 3 1/2	3 1/2 in	9.109 lb
Galvanized SCH 40 Pipe 4	4 in	10.790 lb
Galvanized SCH 40 Pipe 5	5 in	14.617 lb

1-3/4" Inner Ducts:

STEEL TUBING DIMENSIONS & WEIGHT PER FOOT - ORDER BY SPECIFYING THE O.D. AND GAUGE OR NOMINAL THICKNESS

O.D.	O.D. mm	20 Gauge	18 Gauge	16 Gauge	14 Gauge	12 Gauge	11 Gauge	10 Gauge	7 Gauge	5 Gauge	3 Gauge
1/2"	12.7 mm	0.17	0.23	0.30	0.37						
5/8"	15.9 mm	0.22	0.30	0.39	0.49						
3/4"	19.1 mm	0.27	0.37	0.48	0.61	0.75	0.81				
7/8"	22.2 mm	0.31	0.43	0.56	0.73	0.93	0.99				
1"	25.4 mm	0.36	0.50	0.65	0.85	1.06	1.15				
1 1/8"	28.7 mm	0.40	0.56	0.73	0.96	1.19	1.29				
1 1/4"	31.8 mm	0.45	0.63	0.82	1.08	1.33	1.44				
1 3/8"	34.9 mm	0.49	0.69	0.90	1.19	1.46	1.58				
1 1/2"	38.1 mm	0.54	0.76	0.99	1.31	1.60	1.73				
1 5/8"	41.3 mm	0.58	0.82	1.08	1.42	1.74	1.88				
1 3/4"	44.5 mm	0.63	0.89	1.16	1.53	1.87	2.03				
1 7/8"	47.6 mm	0.67	0.95	1.25	1.65	2.01	2.18				
2"	50.8 mm	0.72	1.02	1.34	1.76	2.15	2.33	2.56	3.00		

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SITE COORDINATES & SEISMIC SITE COEFFICIENTS

USGS Design Maps Summary Report

User-Specified Input

Report Title BNSF Railroad Bridge

Building Code Reference Document ASCE 7-10 Standard

Site Coordinates 33.87704°N, 117.66732°W

Site Soil Classification Site Class D - "Stiff Soil"

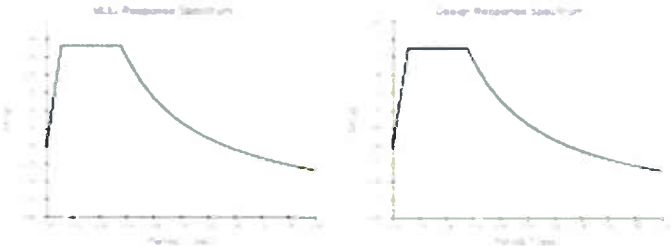
Risk Category I/II/III

USGS-Provided Output

S_s = 2.422 g S_{MS} = 2.422 g S_{DS} = 1.615 g

S_1 = 0.896 g S_{M1} = 1.344 g S_{D1} = 0.896 g

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.



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BSNF Railway Bridge	2017.079			
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SEISMIC LOAD DEVELOPMENT:

Calculation	Description	Comment

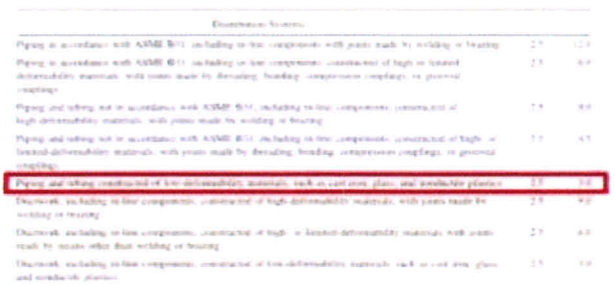
Seismic Load Development

Air Handling Unit (Component)

$S_{DS} := 1.615$ — Short period spectral design acceleration

$a_p := 2.5$ — Component amplification factor

$R_p := 3.0$ — Component response modification factor



$I_p := 1.0$ — Component importance factor

$z/h := 1$ — Installation height coefficient

$F_p W_p := \frac{0.4 \cdot a_p \cdot S_{DS} \cdot (1 + 2 \cdot z/h)}{\frac{R_p}{I_p}} = 1.615$ — Seismic force coefficient

$w_{Air\_pipe} := 10.79\ plf$ — Weight of 4" galvanized steel pipe

$w_{Line\_pipe} := 2.53\ plf$ — Weigth of 1.75" inner pipe

$n_{Air\_pipe} := 1$

$n_{Line\_pipe} := 4$

$w_p := (w_{Air\_pipe} \cdot n_{Air\_pipe}) + (n_{Line\_pipe} \cdot w_{Line\_pipe}) = 20.91\ plf$ — Operating Weight per Conduit

$Conduit_{span} := 12\ ft$

$W_p := w_p \cdot Conduit_{span} = 250.92\ lbf$ — Operating Weight per Conduit

$F_p := F_p W_p \cdot W_p = 405.236\ lbf$ — Total seismic load - Horizontal

$F_{vert} := 0.20 \cdot S_{DS} \cdot W_p = 81.047\ lbf$ — Total seismic load - Vertical

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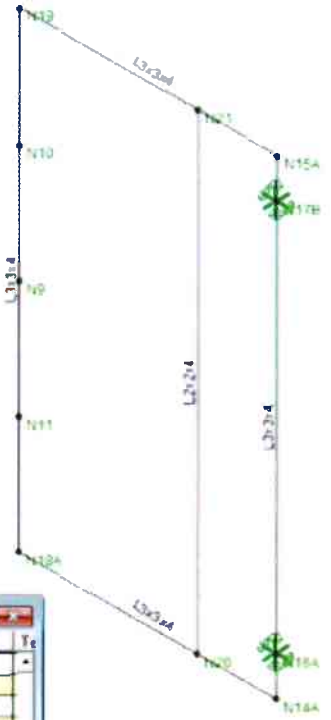
ANALYSIS

Bracket Configuration:



Joint Coordinates and Temperatures

	Label	X [in]	Y [in]	Z [in]	Te
1	N14A	26	-5	24	
2	N15A	26	19	24	
3	N16A	26	-3	24	
4	N17B	26	17	24	
5	N18A	13	-5	24	
6	N19	13	19	24	
7	N20	22	-5	24	
8	N21	22	19	24	
9	N9	13	7	24	
10	N10	13	13	24	
11	N11	13	1	24	

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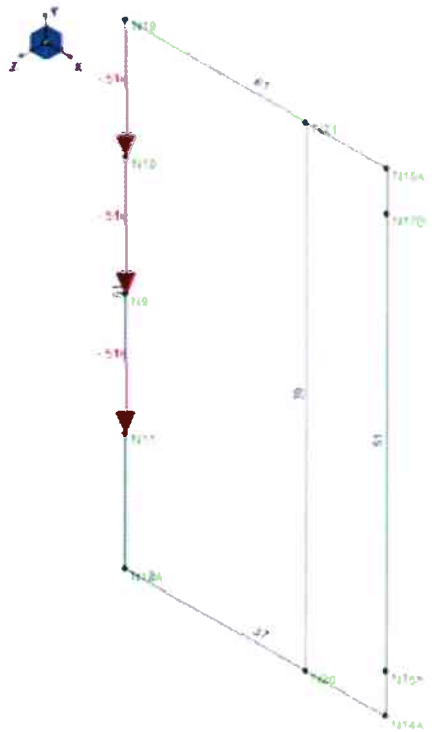
Loading - Dead Load:



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BSNF Railway Bridge	2017.079		
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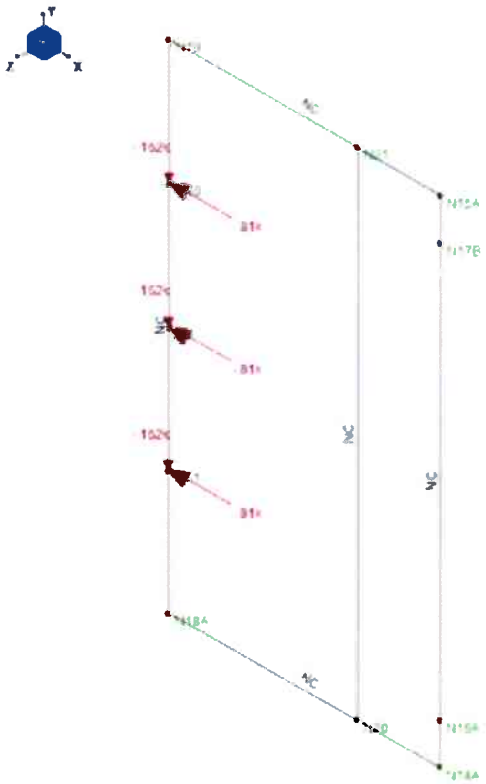
Loading – Seismic



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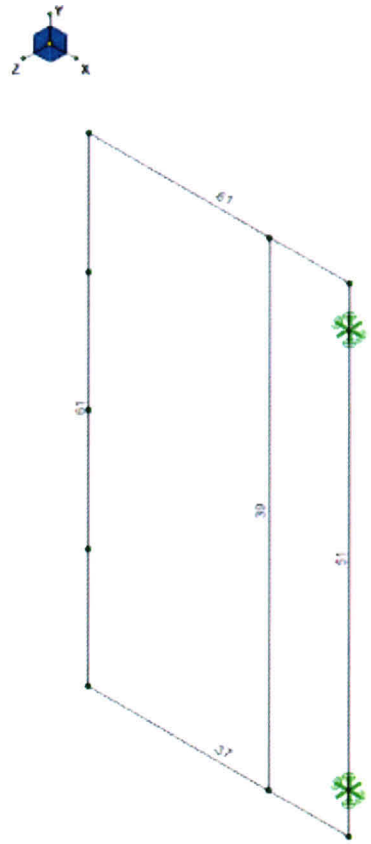
Member Results – Enveloped



Member Code Checks Displayed (Enveloped)
Results for LC 3 ASCE Strength 7 (a)

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BSNF Railway Bridge	2017.079		
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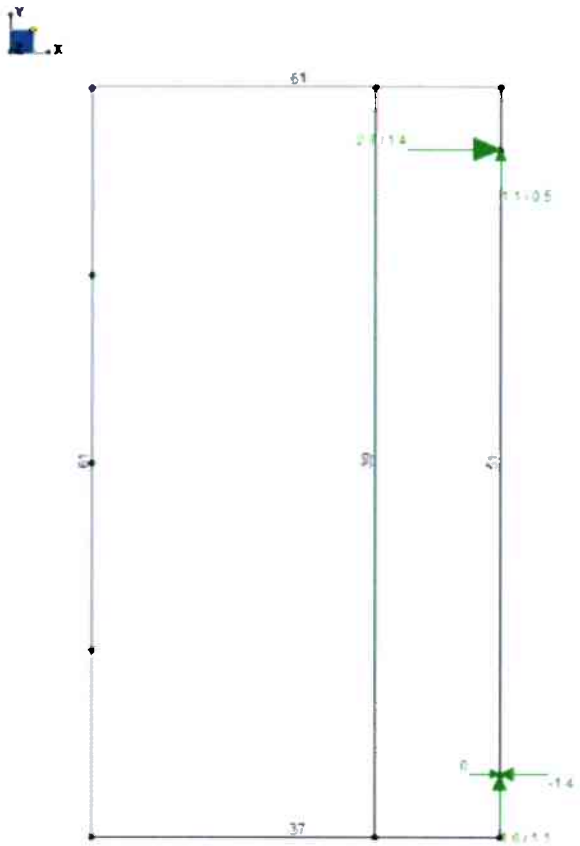
Joint Reaction – Enveloped



Member Code Checks Displayed (Enveloped)
Results for LC 3 ASCE Strength 7 (a)
Reaction and Moment Units are k and k-ft (Enveloped)

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Calculation	*Description*	*Comment*
Check Bolted Connection		
$R_u := 2.7$ kip	Bearing Demand at Bolt Hole	
$d_{bolt} := 0.625$ in	Bolt Diameter	
Check Bolt Strength		
$F_y := 45$ ksi $\quad F_u := 7[illegible]$ ksi $\quad \phi_{bolt} := 0.[illegible]$		
$F_n := \phi_{bolt} \cdot F \cdot 0.25 \cdot \pi \cdot (d_{bolt})^2 = 10.354$ kip		
$F_n := \phi_{bolt} \cdot F \cdot 0.25 \cdot \pi \cdot (d_{bolt})^2 = 5.522$ kip		
$DCR_{bolt} := \frac{R_u}{F_n} = 0.[illegible]$		
Bearing Strength at Bolt Holes		
$Edge_{distance} := 1.5$ in	Edge Distance to Center of Bolt Hole	
$L_c := Edge_{distance} - d_{hole} \cdot 0.5 = 1.188$ in		
$t := 0.25$ in	Connected Part Thickness	
$F_u := 58$ ksi	Minimum tensile strength of the Connected Material	
$R_n := 1.5 \cdot L_c \cdot t \cdot F_u = 25.828$ kip $\quad <= \quad 3 \cdot d_{bolt} \cdot t \cdot F_u = 27.188$ kip		
$\phi_{brg} := 0.75$		
$\phi_{brg} \cdot R_n = 19.371$ kip		
$DCR_{brg} := \frac{R_u}{\phi_{brg} \cdot R_n} = 0.1[illegible]$		
Shear Rupture		
$\phi_{rupture} := 0.75$		
$A_{nv} := L_c \cdot t \cdot 2 = 0.594$ in²		
$R_n := 0.6 \cdot F_u \cdot A_{nv} = 20.663$ kip		
$\phi_{rupture} \cdot R_n = 15.497$ kip		
$DCR_{rupture} := \frac{R_u}{\phi_{rupture} \cdot R_n} = 0.174$		

APPENDIX B

Reference Documentation

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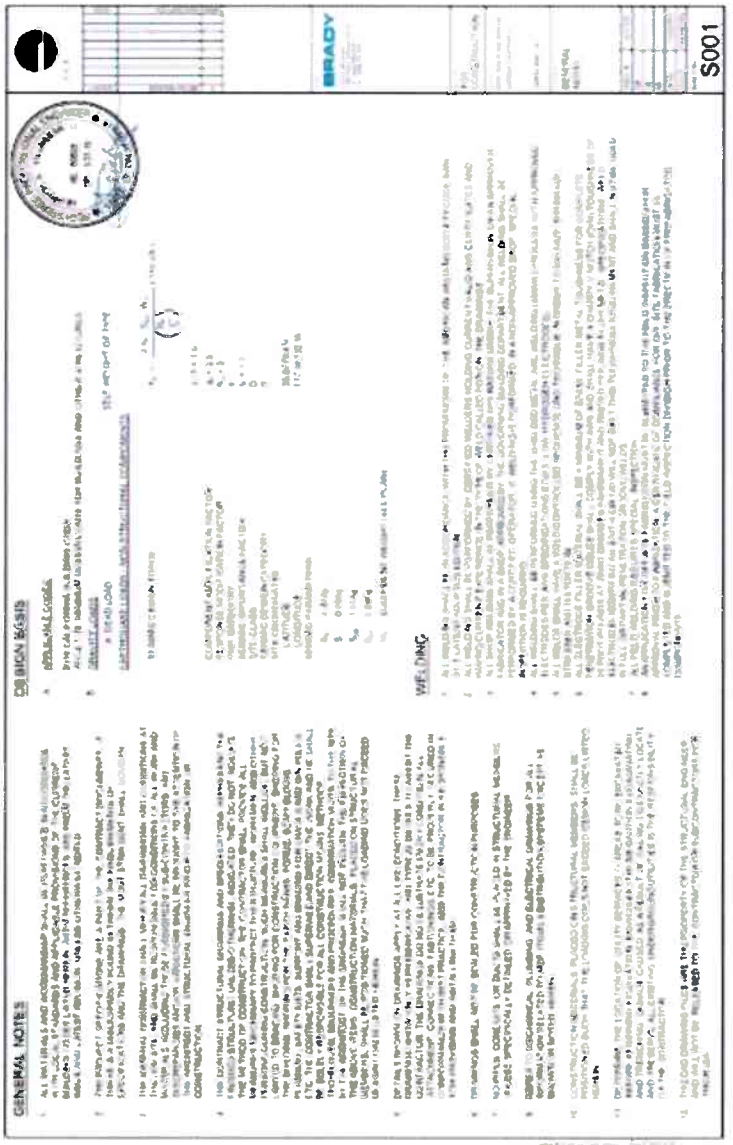

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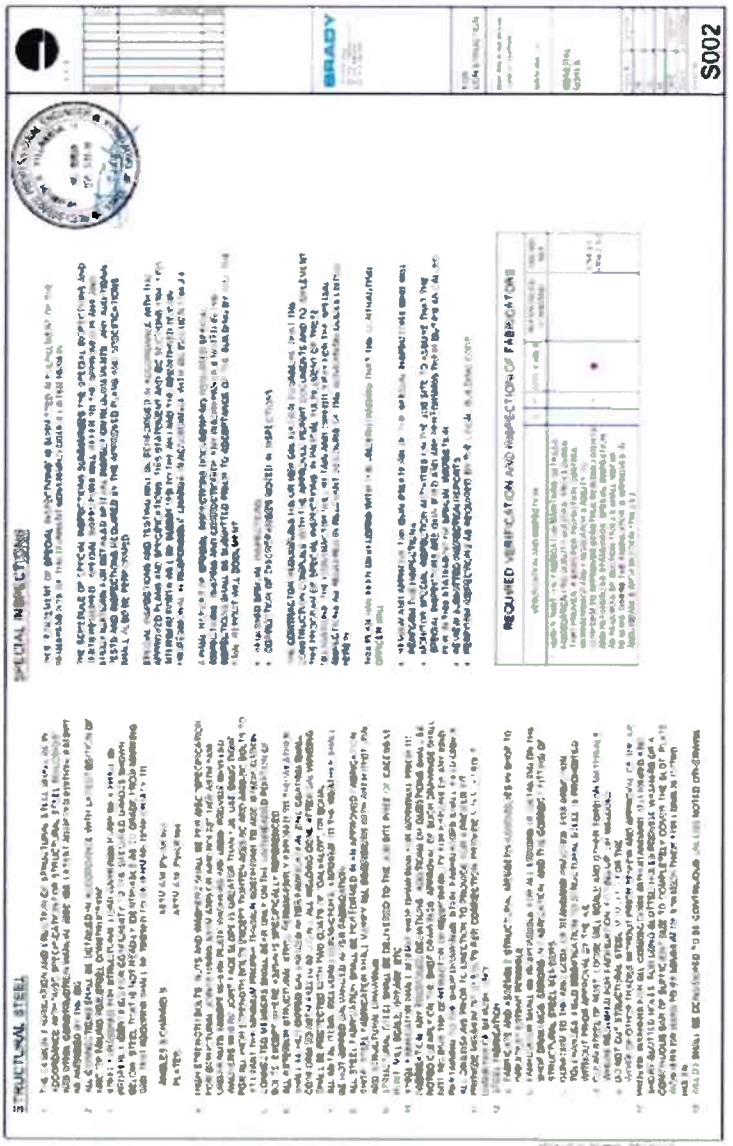

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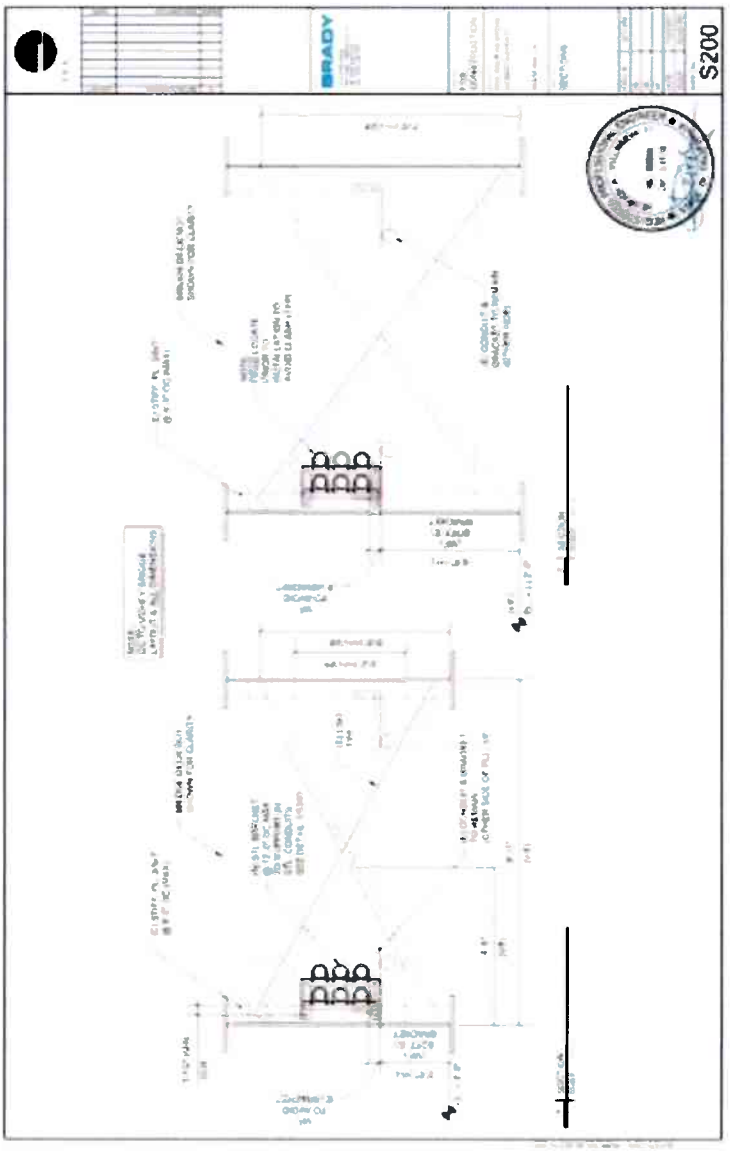

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BNSF Railway Bridge	2017.079		
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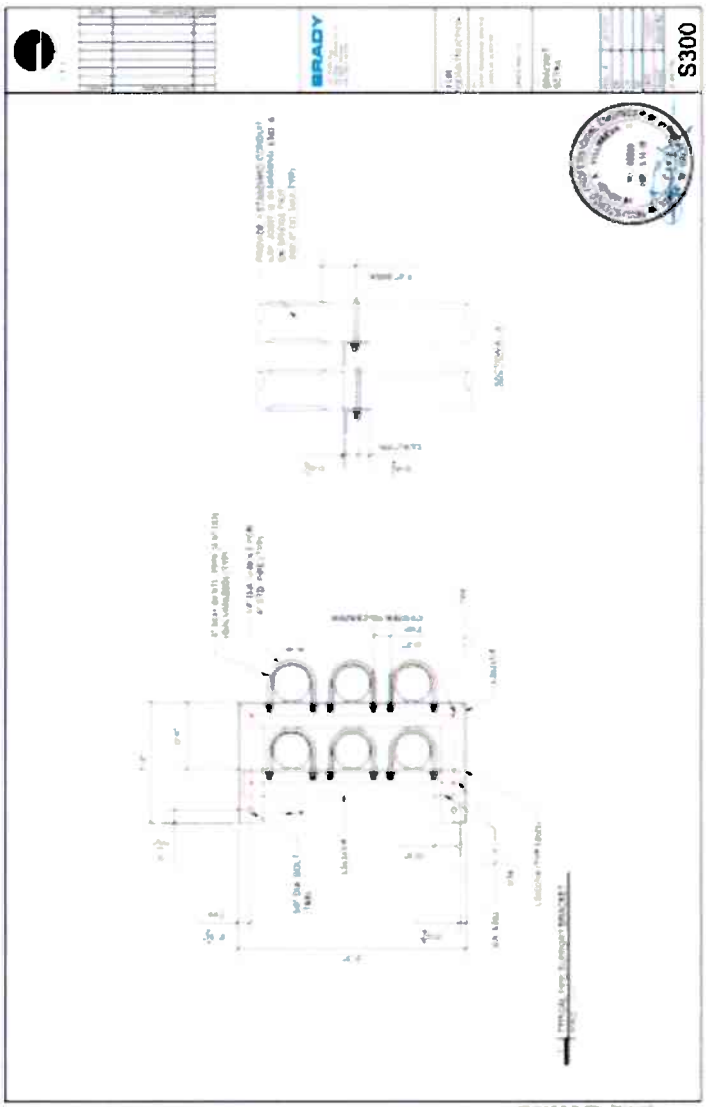

Exhibit C

Actual Cost Breakdown and Remittance Information

(Invoice details will be sent as supporting information of cost)

Project Scope
RELO WR_69086_CA Santa Ana River, Corona, CA SOW: Design, construct, and place new fiber for flood project in Riverside County to reinforce BNSF truss support for work on Santa Ana River. Level 3 will purchase materials, fabricate brackets for six 4" conduits to be mounted under BNSF truss bridge. Install (6) 4" conduits underneath BNSF Railroad bridge. Install 18 innerducts through bore and onto bridge. Place ducts and vaults to tie into existing system, place new fiber and splice over the work area for flood project. Level 3 fiber was installed within BNSF RR ROW under agreement with railroad and held prior rights.

Description	Qty	U/M	Unit Price	Amount
Inv. 63282	1	ea	$23,975.00	$23,975.00
Inv. 63513	1	ea	$111,182.00	$111,182.00
Inv. 50849	1	ea	$229,860.00	$229,860.00
Inv. 4092	1	ea	$9,846.00	$9,846.00
Subtotal				**$374,863.00**
Internal G&A Cost 13.0%	1	ea	$48,732.19	$48,732.19
			Page 1 SubTotal	$423,595.19
Payment Terms Net 10 Days from Previous Invoice			Combined SubTotal	$423,595.19

Invoice #	Paid Date	Invoice Amt	Received Amt	Outstanding Amt		
					Received Amount	$0.00
					Amount Past Due	$0.00
					Late Fee @ 1.5%	$0.00
Check Payable to:		Level 3 Communications LLC			Total Invoice Cost	$423,595.19

General instructions for requestor:

Agreement must be scanned back in color to RELO PM – via email to clem.helmstetter@lumen.com for counter execution. Lumen support digital signatures and can route via Adobe Sign if requested.

- Please do not mail agreement.
- A W-9 is included as page 2 of the invoice for your Accounts Payable team's use and check payable info.
- Please scan/email a copy of your check to clem.helmstetter@lumen.com RELO PM, before mailing.

Remit copy of invoice with payment and provided UPS RS label to:

Lumen Technologies, Inc.
Attn: Ashley Tran; 4000-41C-E21 / RELO
1025 Eldorado Blvd.
Broomfield, CO 80021

CERTIFICATE OF THE ASSISTANT SECRETARY
OF
LEVEL 3 COMMUNICATIONS, LLC

The undersigned, Joan E. Randazzo, Assistant Secretary, hereby certifies as of the date hereof, solely in her capacity as an officer of Level 3 Communications, LLC (the "**Company**"), that:

1. I am Assistant Secretary of Level 3 Communications, LLC, a Delaware Limited Liability Company (the "Company").

2. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3. As of the date of this certificate, Brian Economaki is employed by the Company or one of the affiliates as Vice President Network Implementation, and, has the authority to execute on behalf of the Company any and all documents related to Relocation, Adjustment or Protection of the Telecommunications Facilities with Riverside County Flood Control & Water Conservation District in Riverside, California.

IN WITNESS WHEREOF, I have hereunto set my hand of the Company this 5th day of July 2022.

Joan E. Randazzo, Assistant Secretary
Level 3 Communications, LLC

URA-P-075788_Final

Final Audit Report 2022-07-18

Created:	2022-07-11
By:	clem Helmstetter (clem.helmstetter@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuykVdX7_yjYaILNjO24CUM5V6ogJwr7N

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