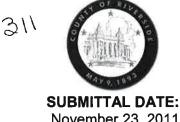
SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY **COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Redevelopment Agency

November 23, 2011

SUBJECT: Mesa Verde Blythe Airport Water System Improvements – Specification D

RECOMMENDED MOTION: That the Board of Directors authorize the Executive Director of the Redevelopment Agency for the County of Riverside (RDA) to execute the attached agreement with Southern California Edison for the extension of an electrical service line for the above cited project.

BACKGROUND: On October 5, 2010 the Board of Directors executed an agreement with Speiss Construction Company, Inc. (M.O. 4.1) for the construction of the final phase of the Mesa Verde Water System Improvements Project. One necessary component for the completion of the project is the extension of a Southern California Edison distribution line to power the water treatment plant currently under construction. As the Executive Director of RDA does not have the authority to execute the attached agreement, the RDA is requesting the Board of Directors authorize the attached agreement.

(Continued)

Robert Field **Executive Director**

EINIANIOIAI	Current F.Y. Total Cost:	· · · · · · · · · · · · · · · · · · ·	'es		
FINANCIAL DATA	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N	No
	Annual Net County Cost: \$ 0 For Fiscal Ye		For Fiscal Year:	20	11/12
COMPANION ITI	EM ON BOARD OF SUPERVIS	ORS AGENDA:	No No		
SOURCE OF FU	NDS: City of Blythe-County RD	A Funds		Positions To Be Deleted Per A-30	
			R	Requires 4/5 Vote	
C.E.O. RECOMM	IENDATION: APPROVE	1604			
County Executiv	o Office Signature BY: June 16	uf fly	elt		

Policy Policy \boxtimes

Consent

Consent

Dep't Recomm.:

Exec. Ofc.:

Prev. Agn. Ref.: 4.1 of 10/5/10; 4.1 of 07/27/10 District: 4 ATTACHMENTS FILED

Agenda Numbe

Redevelopment Agency Mesa Verde Blythe Airport Water System Improvements – Specification D November 23, 2011 Page 2

BACKGROUND: (Continued)

The required findings for this project were made by the Board of Directors on July 27, 2010 (M.O. 4.1). The extension of the electrical distribution line is not an increase in the scope of the project nor will it add to the cost of construction for the project.

The agreement with Southern California Edison is considered an enforceable obligation and may be executed because the original construction contract was executed on October 5, 2010, a date prior to the enactment of ABx1 26 and ABx1 27, the Assembly bills regarding redevelopment that were signed by Governor Brown on June 29, 2011.

The Agency obligated itself to cooperate with the contractor as appropriate to facilitate, without undue delay, the work to be performed under the agreement for the construction of the Mesa Verde Blythe Airport Water System Improvements Project. The contractor, Spiess Construction Company, Inc., has moved forward with the work in reliance that the Agency will perform its obligation. The extension of electrical distribution lines must be done in order for the project to be energized and completed. The Notice of Completion for the project cannot be approved unless the electrical related work is done. The electrical distribution line extension is necessary to fulfill the original contract.

Therefore, the proposed Southern California Edison agreement is necessary and is an enforceable obligation of the Agency.

The Redevelopment Agency will receive a credit from Southern California Edison in the amount of \$1,397.21 once the project is completed and there will be no impact on the county's general fund. The extension of the electrical distribution line is a critical path item for the completion of the project and staff recommends that the Board of Directors authorize RDA's Executive Director to execute the contract with Southern California Edison.

Attachments:

Southern California Edison Distribution Line Extension Application (2 pages)
Southern California Edison Contract for Extension of Electric Distribution Line (10 pages)

Date 11/003/2011

County of Riverside 16720 W. Hobsonway, Blythe, Ca. Blythe, Ca. 92225

Please sign and return all documents:

contractor install the system.

1) DISTRIBUTION LINE AND/OR SERVICE EXTENSION APPLICANT'S INSTALLATION OPTION LETTER. (form 14-754)

If you want SCE to install the cable, transformer, and wire; select Line Item number 3, Installation by SCE (initial.)

Print, Sign, and Date, Line Item number 7on the second page.

No other action is required on this document unless you intend to have your

2) CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE

Print, Sign, Title, Mailing Address, and Telephone number are to be filled in on Line item number 4 on page 6.

3) APPENDIX A-REFUNDABLE OPTION

Sign the **HAS NOT CHOSEN** if you do not want to choose this Option.

4) APPENDIX A-DISCOUNT OPTION

Sign the **HAS CHOSEN** if you want to choose this option.

- 5) Important: Both the REFUNDABLE OPTION and the DISCOUNT OPTION must be signed.
- 6) Return all signed documents, along with a check for the amount of the Option (verify Invoice with Option) you have selected, payable to: Southern California Edison Company.

Reference the SCE 'Service Request Number, SR# 1368313

SOUTHERN CALIFORNIA EDISON ("SCE ") DISTRIBUTION LINE AND/OR SERVICE EXTENSION APPLICANT'S INSTALLATION OPTION AND STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS

Applicant:	REDEVELOPMENT AGENCY-RV COUNTY
Product Number:	6587 - 2322 , 02018
Project Specific Location:	16720 W HOBSONWAY CA 92225
. INSTALLATION COSTS	
Applicant understands that in accordance we bither SCE install the Distribution I Contractor/Subcontractor install the distribu	
2. SCE'S ESTIMATED REFUNDABLE	COST INFORMATION
performed by a Qualified Contract	
If applicable, other estimated cost informamount for Rule 16, street light, or other ass	nation may be provided below. This could include the credit sociated installation work
SCE Rule 16 credit amount :*	\$31,288.79
SCE street light credit amount :	* \$0.00
SCE associated work credit amo	ount :* \$0.00
3. APPLICANT SELECTION	
Applicant understands the installation op Installation Option by initialing the appropri	tion under Section 1 above, and hereby elects the following riate selection below:
RF Installation by SCE	
Installation by qualified Contra	actor/Subcontractor
information form qualified Contractor/Su	tor/Subcontractor, Applicant shall secure project specific bid beontractor for the installation of the Distributed Line and/or tte or advance before the start of construction any refundable or

non-refundable amount as specified in Rule 15 and 16.

4. APPLICANTS CONTRACT ANTICIPATED COST INFORMATION (to be completed only if installation is performed by a Qualified Contractor/Subcontractor as selected in Section 3 above) Applicant and/or applicants Qualified Contractor/Subcontractor understands that the portion of the Electrical Distribution and/or Service Extension that SCE would normally install, in accordance with SCE's Rule 15 and/or 16 and the terms and condition agreements for installation of distribution Line Extension by Applicant, the applicant, pior to performing any work associated with the installation of these electrical acilities, and for the perpose of utility billing and accounting, shall elect one of the following options, and return this form to SCE prior to SCE proceeding with any further work on the Applicant's project. Option 1 Applicant elects to provide SCE with the Applicants Contract Anticipated Costs, which and subject to refund, that are associated with that portion of the new Distribution Line and/or Service Extension normally installed by SCE, and understands that the lower of SCE's etimated refund cost or the Applicants Contract Anticipated Costs, which are subject to refund, as submitted below, shall apply to any applicable SCE refunds and allowances provided in accordance with Rule 15 and 16 Option 2 Applicant elects not to provide SCE with the Applicants Contract Anticipated Costs, which are subject to refund. The Applicant understands that by selecting this option, the Applicant is directing SCE to use SCE's estimated refundable cost for all billing and accounting. Applicant understands the applicants Cost Information, as described above, and hereby elects the following by initialing the appropriate selection below: Option 1 - Applicants Contract Anticipated Cost \$_____ Option 2 - SCE's Estimated Refundable Costs 5. ITCC SCE shall value all trenching, conduit, backfill, street repair, substructures, and encasement, based on SCE's estimate of such items, for the purpose of collecting the Applicable governmental taxes (ITCC) on contributions to SCE. 6. UTILITIES RESPONSIBILITIES Upon receipt of this completed and signed form, SCE shall begin the process of producing the applicable contracts and forms based on the selection made by the Applicant. 7. SIGNATURE I declare under penalty of perjury that the foregoing is true and correct Applicant's signature : ___ Applicant's printed signature: Robert Field, Executive Director

Excludes the estimated cost of work the Applicant cannot perform, such as, work on or in proximity to, energized equipment

Form 14-754, New 7/04

Date: December .2011



CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE RULE 15

1. PARTIES

This Contract for Extension of Electric Distribution Line ("Contract") is Issued this 29 day of November 2011

The Parties to this Contract are:

REDEVELOPMENT AGENCY-RV COUNTY("Applicant")

and Southern California Edison Company ("SCE"). Applicant and SCE are referred to individually as "Party" and collectively as "Partles".

2. RECITALS

Applicant has requested SCE, pursuant to SCE's Rule 15, Distribution Line Extensions, to install an electric Distribution Line Extension to the location or locations described as follows:

16720 W HOBSONWAY BLYTHE CA 92225

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

Applicant shall, in accordance with SCE's specifications and timing requirements for the Project:

- Perform route clearing, tree trimming, trenching, excavating, backfilling, and compacting;
- Furnish imported backfill material and dispose of trench spoil as required;
- Furnish, install and transfer ownership to SCE any substructures, conduit, and protective structures required other than the conduit portion of cable-in-conduit;
- Obtain any necessary construction permits for all work performed by Applicant under this Contract.

If Applicant elects to have SCE perform any part of this work, Applicant shall pay to SCE, as specified herein and before the start of construction, SCE's estimated-installed costs thereof.

Rights of Way

Applicant hereby grants to SCE the rights of way and easements for the Distribution Line Extension over the shortest, most practical, available, and acceptable route within Applicant's property for the purpose of making delivery of electric service hereunder. Such easement shall include the right of access and right to trim trees as necessary. Where formal rights of way, easements, land leases, or permits are required by SCE for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that SCE shall not be obligated to install the Distribution Line Extension for the Project unless and until any necessary permanent rights of way easements, land leases, and permits, satisfactory to SCE, are granted to or obtained for SCE without cost to or condemnation by SCE

Advances

Applicant shall contribute or advance, before the start of construction, the refundable and non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits which SCE had previously installed at its expense in anticipation of the current Distribution Line Extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the Distribution Line Extension shall be furnished or paid for by Applicant and shall be installed by SCE.

All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contribution (ITCC) at the rate provided in SCE's Preliminary Statement. ITCC will be either refundable or non-refundable depending on whether the corresponding contribution or advance is refundable or non-refundable.

Joint Applicants. The total contribution or advance from joint Applicants will be apportioned by SCE among the members of the group in such manner as Applicants mutually agree.

3.2 Responsibilities of SCE

Construction

SCE shall install, own, operate, and maintain the Distribution Line Extension to serve the Project. SCE will install only those facilities that, in SCE's judgment, will be used within a reasonable time to serve permanent loads

Refunds

SCE shall make refunds to Applicant in accordance with the provisions of Rule 15.

3.3 Ownership of Facilities

Title to and ownership of the Distribution Line Extension shall vest in SCE. Applicant does hereby agree that upon completion and acceptance by SCE of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to SCE free and clear of all liens and encumbrances.

3.4 Service Facilities

Service extensions shall be installed pursuant to SCE's Rule 16, Service Extensions.

3.5 Street Lighting Facilities

Street lighting and Distribution Line Extensions within the Project solely for service to street lighting equipment shall be installed in accordance with the appropriate street light tariff schedule. Street light revenues are not applicable toward allowances or refunds for Distribution Line Extensions. Electrollers shall be located at points determined by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Applicant for privately owned and maintained streets open to and used by the general public.

3.6 Non-Refundable Discount Option

In lieu of contributing the total refundable amount, Applicant has the option of contributing, on a non-refundable basis, a percentage of such refundable amount as set forth in Appendix A to this Contract. Applicant has or has not chosen this option as indicated by signature on Appendix A.

3.7 Refunds

The total refundable amount shall be subject to refund, without interest, in accordance with the provisions of Rule 15, which include the following:

Residential. Refunds will be made on the basis of any new customers permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund will represent that portion of the Distribution Line Extension cost not supported by revenues.

Non-Residential. Refunds will be made on the basis of Applicant or any new customers permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. SCE shall be responsible to review Applicant's actual net revenue for the first three years from the date SCE is first ready to serve. Applicant shall be from the date SCE is first ready to serve. Such review shall determine if additional net revenue justifies refunds to Applicant.

Unsupported Distribution Line Extension Cost. When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date SCE is first ready to serve, Applicant will pay to SCE an ownership charge on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly ownership charge ("base"). Monthly ownership charges are calculated by multiplying the base times the SCE - financed added facilities percentage in Rule 2. Monthly ownership charges are distinct from the refundable amount and will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants.

The monthly ownership charges herein shall automatically increase or decrease if the California Public Utilities Commission should subsequently authorize a higher or lower percentage rate for the monthly ownership charges, effective on the date of such authorization.

Refund Period. The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Line Extension is first ready to serve. Any unrefunded amount remaining at the end of the ten-year period shall become property of SCE.

3.8 Payment Adjustments

Contract Compliance. If, after six (6) months following the date SCE is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant falls to take service, or fails to use the service contracted for, Applicant shall pay to SCE an additional contribution, based on the allowances for the loads actually installed.

Excess Facilities. If the load information provided by Applicant results in SCE having installed facilities which are in excess of those needed to serve the actual loads, and SCE elects to reduce such excess facilities, Applicant shall pay to SCE its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

3.9 Reimbursement to Applicant

Where mutually agreed upon by SCE and Applicant, Applicant may perform SCE's work or install facilities normally installed by SCE. Such work shall be in accordance with SCE's specifications and timing requirements. SCE shall reimburse Applicant SCE's estimated installed cost of such facilities and work by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon acceptance of the work and facilities by SCE.

3.10 Delays in Construction

Force Majeure. SCE shall not be responsible for any delay in the installation or completion of the facilities by SCE resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of SCE.

Resources. SCE shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond SCE's control.

Contract Revision. If Applicant does not commence installation of any facilities which are Applicant's responsibility or SCE is prevented from commencing the Installation of the facilities for causes beyond its reasonable control within one year from the effective date of this Contract, SCE may, in its discretion, revise its cost estimate and recalculate the refundable and / or non-refundable amounts set forth herein. SCE will notify Applicant of such increased costs and give the option to either terminate this Contract or pay SCE the additional charges.

3.11 Contract Termination

If at any time during the term of this Contract, SCE is not the sole deliverer of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to SCE for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by SCE. If such expenses are greater or less than the refundable and/or non-refundable advance, Applicant shall pay to SCE, or SCE shall refund the balance to Applicant, without interest, as the case may be.

3.12 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in Interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant or its contractor and employees, officers or agents of either Applicant or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Contract.

3.13 Assignment of Contract

Applicant may assign this Contract, in whole or in part, only if SCE consents in writing and the party to whom the Contract is assigned agrees in writing, to perform the obligations of Applicant hereunder. Assignment of the Contract shall not release Applicant from any of the obligations under this Contract unless otherwise provided therein.

3.14 Joint and Several Liability

Where two or more individuals or entities are joint Applicants under this Contract, all Applicants shall be jointly and severally liable to comply with all terms and conditions herein

3.15 Warranty

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by SCE and extend for one (1) year. Should the work develop defects during that period, SCE, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant upon demand by SCE, shall promptly correct, to SCE's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

3.16 Contract Effective Date

This Contract shall not be effective unless it is (1) executed and delivered by Applicant to SCE together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (2) accepted by SCE. This Contract shall then be effective on the date executed by SCE and shall take effect without further notice to Applicant.

3.17 Commission Jurisdiction

This Contract is subject to the applicable provisions of SCE's tariffs, including Rule 15, filed and authorized by the California Public Utilities Commission.

This Contract shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

3.18	Completion Date	
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The completion date requested by Applicant is _____

4.	SIGNATURE CLAUS	SE .		

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

APPLICANT(S)
CORPORATION, PARTNERSHIP, OR DBA: Redevelopment Agency for the County of Riverside
NAME OF AUTHORIZED INDIVIDUAL: Robert Field
SIGNATURE:
TITLE: Executive Director
MAILING ADDRESS: 3403 Tenth Street, Suite 300, Riverside, CA 92501
TELEPHONE: 951-955-8916



ADDITIONAL SIGNATURES FOR JOINT APPLICANTS

N	AME OF AUTHORIZED INDIVIDUAL:		
s	GNATURE:		200
Т	TLE:		
N	AILING ADDRESS:		(*)
	ELEPHONE:		
N	AME OF AUTHORIZED INDIVIDUAL:		
	IGNATURE:		
	TLE:		
	AILING ADDRESS:		
	ELEPHONE:		
-	(a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	-	
14			
<u>s</u>	OUTHERN CALIFORNIA EDISON COM	PANY	
N	IAME OF AUTHORIZED INDIVIDUAL: _		
8	IGNATURE;		
7	ITLE:		***
נ	ATE EXECUTED:		
0	ATE SCE FIRST READY TO SERVE: _		
F	ROJECT NO :435372		
	TED WORK ORDER NOS: 6587	2322	02018

Southern California Edison Rosemead, California

Revised Cal. PUC Sheet No.24719-E*
Cancelling Original Cal. PUC Sheet No. 19408-E

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE

RULE 15

FORM 16-330

(To be inserted by utility) Advice 1309-E Decision 97-12-098, 97-12-099 16-330frm.doc

Issued by John Fielder

Vice President

(To be Inserted by Cal. PUC)

Date Filed May 04, 1998

Effective Jul 01, 1998

Resolution _____

11/29/2011

APPENDIX A - DISCOUNT OPTION ELECTRIC LINE EXTENSION AGREEMENT A.I. LINE EXTENSION

LOC.	W.O.	A.I. LINE EXTENSION	JOB # 491243
1. SCE RULE	16 COST TO	1000 1000	
(A) SCE R	ULE 16 COST TO SERVE		\$31,288.79
· /	APPLICANT ALLOWANCES		\$72,354.69
(C) EXCES	SS RULE 16 COST TO SERV	'E (LINE 5. (A))	\$0.00
(D) EXCES	SS ALLOWANCES TO (LIN	E 2.)	\$41,065.90
	TTO SERVE RULE 15		
(E) OVERI		0 FEET X \$.00 UNIT COST	\$.00
	RGROUND	0 FEET X \$.00 UNIT COST	\$.00
		COST OR COMPETITIVE BID)	\$15,029.95
(H) TOTA	L SCE RULE 15 COST TO S	ERVE	\$15,029.95
2. APPLICAN	T ALLOWANCES (FROM)	LINE 1. (D)	\$41,065.90
3. REFUNDA	BLE:		
	ULE 15 COST TO SERVE (I		\$15,029.95
	ESTIMATED VALUE OF ST	RUCTURES	\$2,484.0 0
	OTAL (LINE 3. (A) + 3. (B))		\$17,513.95
	ALLOWANCE (LINE 2)		\$41,065.90
	NDABLE AMOUNT (LINE 3		\$0.00 \$0.00
	REFUNDABLE ITCC* ON L		
(G) TOTA	L AMOUNT (LINE 3. (E) + 3	3. (F))	\$0.00
4. PAYMENT	OPTION SELECTED:	DISCOUNT HAS CHOSEN:	
(A) NON-I	REFUNDABLE DISCOUNT	OPTION: 50 %	
1)		50 % OF LINE	3G: \$0.00
2)		VALUE OF STRUCTU	
3)		NON -REFUNDABLE PAYMI	ENT: \$0.00
4)		AMOUNT DUE APPLICA	ANT: \$2,484.00
5. OTHER N	ON-REFUNDABLE ADVAN	ICE & CREDITS	
	R NON-REFUNDABLE CH		\$815.00
(RUL	E 16, FLAT RATE, INSPECT	TION, R/W, ETC.)	
(B) ITCC4	ON OTHER NON-REFUND	DABLE	\$65.20
(C) ITCC*	ON APPLICANT FURNISH	IED FACILITIES.	\$206.59
	ALLED COST OF SUBSTRU		\$0.00
(E) LESS	APPLICANT DESIGN OR R	EIMBURSABLE CREDITS	\$0.00
(F) TOTA	L NON-REFUNDABLE (LÍN	VE 5, (A) THRU 5. (D) - 5. (E))	\$1,086.7
(G) TOTA	L CREDITS (LINE 5. (E) - 5	. (A) THRU 5. (D))	\$0.0
	TO BE PAID BY APPLICA		\$0.0
		PLICANT UPON FULFILLMENT OF ALL	\$1,397.2
CONTRA	ACTUAL OBLIGATIONS		
		HAS NOT CHOSEN: SIGN	4

1

^{*} INCOME TAX COMPONENT OF CONTRIBUTION