

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



ITEM
3.37
(ID # 9368)

MEETING DATE:

Tuesday, April 30, 2019

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

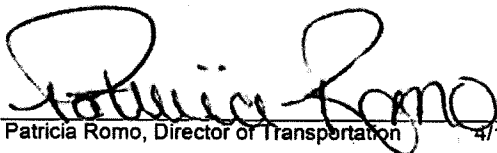
Approval of the Utility Agreements by and between the County of Riverside, MCI Access Transmission Services, Corp., Level 3 Communications, LLC, Kinder Morgan Energy Partners (SFPP, L.P.), Coachella Valley Water District, and the Imperial Irrigation District for the relocation of existing utilities, Avenue 66/Union Pacific Railroad Grade Separation Bypass Project near the Community of Mecca. 4th District. [\$4,733,789 Total Cost - 100% Local Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

That the Board of Supervisors:

1. Approve the Utility Agreements by and between the County of Riverside (County) and the MCI Access Transmission Services, Corp. (MCI) (No. 23884), Level 3 Communications, LLC (No. 23885), Kinder Morgan Energy Partners (SFPP, L.P.) (No. 23887), the Coachella Valley Water District (CVWD) (No. 23888), and the Imperial Irrigation District (IID) (No. 23889) for the Relocation of Utility Facilities, Located at the Avenue 66 /Union Pacific Railroad (UPRR) Grade Separation Bypass Project in Mecca for FY 18/19 and 19/20 and authorize the Chairman of the Board to execute the same.

ACTION:Policy



Patricia Romo, Director of Transportation 4/19/2019

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, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: April 30, 2019
xc: Transp.

Kecia Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 4,233,789	\$ 4,733,789	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: CVAG TUMF (52%), Gas Tax (22%), Cash in Lieu Deposits (22%), State Exchange funds (4%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 18/19-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department, in cooperation with the California State Department of Transportation (Caltrans), and the Coachella Valley Association of Governments (CVAG), proposes to construct a new bridge over the Union Pacific railroad (UPRR) tracks, State Route 111, and Hammond Avenue, in the community of Mecca. The railroad tracks run in a generally north south direction and separate the Community of Mecca on the east side of the tracks with goods and services on the west side of the tracks. Currently, 4th Street is the only road that provides access to the community of Mecca and traffic going in and out of the community must wait at the tracks for trains to pass before they are able to cross. Due to projected regional population growth, the vehicular and train traffic is expected to increase causing additional congestion and delays at the existing 4th Street crossing.

The new bridge over the railroad tracks along Avenue 66 will be constructed south of 4th Street and will provide a secondary uninterrupted access to the Community of Mecca. The proposed project will construct a two-lane roadway and elevated structure over UPRR, Hammond Road and State Route 111 (SR 111) (see attached Project Plan View Exhibit).

Agreement No.	Utility Company	Type of Facility	Utility Company Approval	Cost to Project
23884	MCI	Communications	4/11/2019	\$80,000.00
23885	Level 3	Communications	3/21/2019	\$444,859.60
23887	SFPP, L.P. (Kinder Morgan)	Petroleum	4/10/2019	\$2,600,000.00
23888	CVWD	Sanitary Sewer, Irrigation, Drainage	3/25/2019	\$273,400.00
23889	IID	Electrical	4/30/2019	\$1,335,529.00
Total Cost				\$4,733,788.60

Construction is anticipated to begin in early 2020.

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

Environmental Findings

On October 5, 2017, Caltrans, the National Environmental Policy Act (NEPA) and CEQA Lead Agency, made a Categorical Exemption/Categorical Exclusion Determination under Section 6005 of 23 U.S.C. 327, based on an examination of the Project and supporting information.

Impact on Citizens and Businesses

The Avenue 66/UPRR Project will improve access and safety for the Community of Mecca and improve goods and services movement through the region.

SUPPLEMENTAL:

Additional Fiscal Information

The utility relocation work will be funded with CVAG Transportation Uniform Mitigation Fee (TUMF) funds, Gas Tax funds, Cash in Lieu Deposits, and State Exchange funds. No General funds will be used on this Project.


Contract History and Price Reasonableness

Costs will be based on actual design costs and bids received from the low responsive and responsible bidder for the grade separation improvement project per the terms of the individual Utility Agreements.


Project no. B8-0664, PNRSCML 5956 (221)

ATTACHMENTS:

- A. Vicinity Map
- B. MCI Utility Agreement
- C. Level 3 Utility Agreement
- D. Kinder Morgan (SFPP, L.P) Utility Agreement
- E. CVWD Utility Agreement
- F. IID Utility Agreement


Jason Farin, Senior Management Analyst

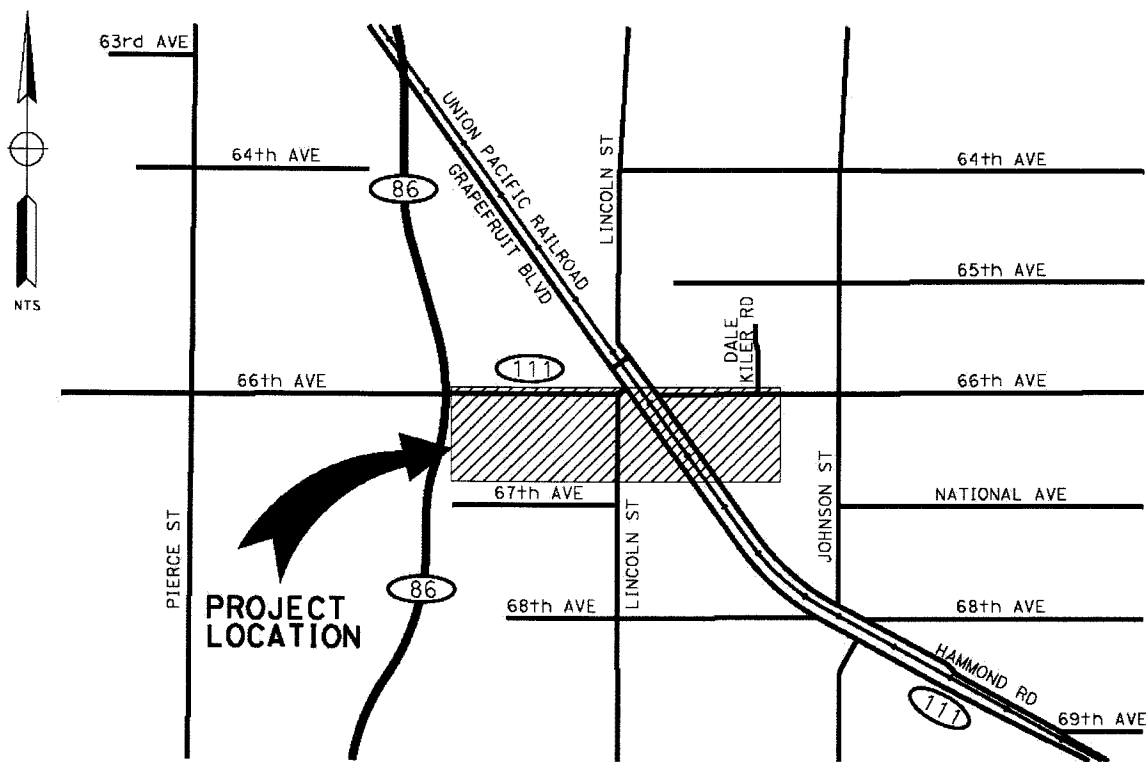
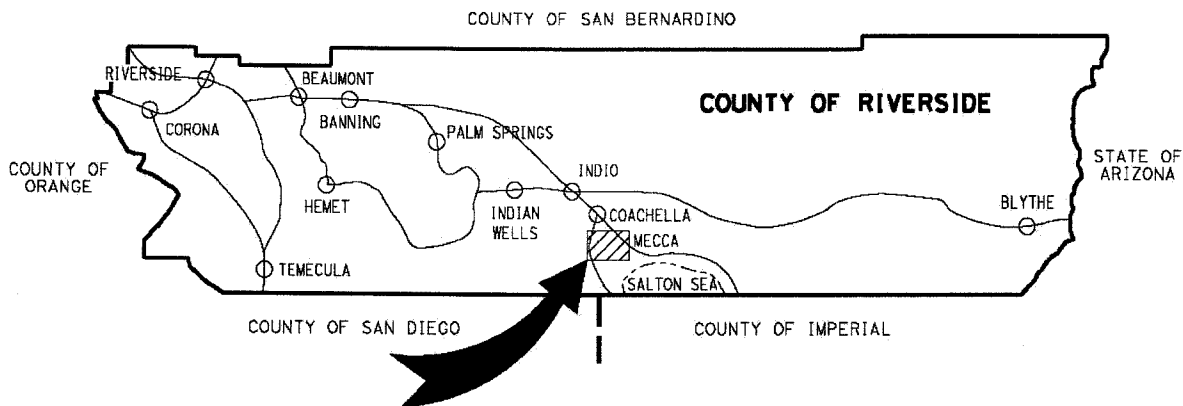
4/23/2019


Gregory T. Priamos, Director County Counsel

4/23/2019

AVENUE 66 GRADE SEPARATION PROJECT

Vicinity Map PNRSCML 5956 (221)



TOWNSHIP 7S RANGE 9E SECTION 7-8 & 17-18
COUNTY ROAD BOOK PAGE No. 230A

On Route 111 from 1/2 mile East of Route 86 to 1/2 mile West of Johnson Street
Located within the Community of Mecca

UTILITY AGREEMENT

RW 13-5 (REV 12/2016)

District 08	County RIVERSIDE	Route 111	Post Mile N/A	Project ID B8-0664
Federal Aid Number PNRSCML 5956 (221)		Owner's File Number 90550L Mecca, CA Avenue 66 Grade Separation		
Federal Participation/Federally Eligible/NEPA Document On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Owner Payee Data No.		Or Form STD 204 is attached. <input type="checkbox"/>		
UTILITY AGREEMENT NO. 23884			DATE: 02/21/19	

The County of Riverside, acting by and through the Transportation Department, hereinafter called "COUNTY" proposes to construct the Avenue 66 Grade Separation Project in the Community of Mecca,

and

MCI Access Transmission Services, Corp., 18850 Orange Street, Bloomington, CA 92316, hereinafter called "OWNER," owns and maintains communication facilities within the limits of the COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 23884 dated 2/12/19, OWNER shall relocate existing communication facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No. 90550L Mecca, CA Avenue 66 Grade Separation dated 1/11/19 consisting of one sheet, a copy of which is on file in the County office of the Transportation Department at 3525 14th Street, Riverside, CA 92501. Deviations from the OWNER's plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the 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:

Existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at 100% COUNTY expense.

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 meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such authorization 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.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. 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 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 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 itemized 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 Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. 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. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of 10/11/18 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.

All obligations of COUNTY and/or LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

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.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

COUNTY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 12/2016)

UTILITY AGREEMENT NO. 23884

THE ESTIMATED COST TO COUNTY FOR THE ABOVE DESCRIBED WORK IS \$ 80,000.00.

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: MCI Access Transmission Services, Corp.

By [Signature] APR 30 2019
Name KEVIN JEFFRIES Date
Title CHAIRMAN, BOARD OF SUPERVISORS

By [Signature] 4-11-2019
Name Charles Trimble Date
Title Engineer IV

APPROVAL RECOMMENDED:

By [Signature] 4/23/19
Name Kristu Bell Valdez Date
Title Supervising Deputy County Counsel

By _____
Name _____ Date
Title _____

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

UTILITY AGREEMENT

RW 13-5 (REV 12/2016)

District 08	County RIVERSIDE	Route 111	Post Mile N/A	Project ID B8-0664
Federal Aid Number PNRSCML 5956 (221)		Owner's File Number 31882		
Federal Participation/Federally Eligible/NEPA Document On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Owner Payee Data No. _____		Or Form STD 204 is attached. <input type="checkbox"/>		
UTILITY AGREEMENT NO. 23887		DATE: 02/21/19		

The County of Riverside, acting by and through the Transportation Department, hereinafter called "COUNTY" proposes to construct the Avenue 66 Grade Separation Project in the Community of Mecca,

and

SFPP, L.P., 709 Beck Avenue, Fairfield, CA 94533, hereinafter called "OWNER," owns and maintains petroleum facilities within the limits of the COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 23887 dated 2/21/19, OWNER shall relocate existing communication facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No. 31882 dated 2/22/19 consisting of one sheet, a copy of which is on file in the County office of the Transportation Department at 3525 14th Street, Riverside, CA 92501. Deviations from the OWNER's plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the 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:

Existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at 100% COUNTY expense.

III. PERFORMANCE OF WORK:

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished 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 meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such authorization 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.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

APR 30 2019 3:37

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. 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 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 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 itemized 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 Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. 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. In performing

work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this Agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse COUNTY upon receipt of COUNTY billing. If OWNER is subject to repayment due to failure by COUNTY to comply with applicable laws, regulations, and ordinances, then COUNTY will ensure that OWNER is compensated for actual cost in performing work under this Agreement.

OWNER, at the present time, does not have sufficient funds available to proceed with the relocation of OWNER's facilities provided for herein. It is estimated that the cost of the work provided for by this Agreement and, as hereinafter set forth, is the sum of \$2,600,000. COUNTY agrees to advance to OWNER the sum of \$2,340,000 to apply to the cost of the work to be undertaken as provided hereinabove. Said sum of \$2,340,000 will be deposited by the COUNTY with OWNER within 45 days after execution of the Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance.

It is further agreed that upon receipt of the monies agreed upon to be advanced by COUNTY herein, OWNER will deposit said monies in a separate interest-bearing account or trust fund in state or national banks in California having the legal custody of said monies in accordance with and subject to the applicable provisions of Section 53630, et seq., of the Government Code; and all interest earned by said monies advanced by COUNTY shall be remitted to COUNTY quarterly, via a separate check, even when the cost of relocation exceeds the advance amount.

When the work is completed, OWNER shall send the COUNTY a Final Bill for reconciliation of the advance. In the event actual and necessary relocation costs as established herein are less than the sum of money advanced by COUNTY to OWNER, OWNER hereby agrees to refund to COUNTY the difference between said actual and necessary cost and the sum of money that was advanced. The remittance check for the balance of advanced funds will be separate from the remittance check for the earned interest. In the event that the actual and necessary cost of relocation exceeds the amount of money advanced to OWNER, in accordance with the provisions of this Agreement, COUNTY will reimburse OWNER said excess costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of 10/11/18 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.

All obligations of COUNTY and/or LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

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.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this Agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the Federal Highway Administration ("FHWA").

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR).

All documents obtained to demonstrate Buy America compliance will be held by the OWNER for a period of three (3) years from the date of final payment to the OWNER and will be made available to COUNTY or FHWA upon request.

One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

COUNTY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

To the extent permitted by applicable law, the COUNTY agrees to release, defend, and to protect, indemnify and hold harmless OWNER, its parent, affiliates, and subsidiaries, and their respective directors, officers, agents and employees (collectively "Indemnitees"), from every kind or character of damages, losses, liabilities, expenses, demands or claims, including any and all costs and fees arising out of litigation or settlement of any claims (collectively, "Losses"), to the extent the Losses are caused by, arise from or relate to, directly or indirectly, the negligent acts or omissions of the COUNTY, its agents, employees in connection with this Agreement, except if caused by the negligence of OWNER or Indemnitees. The COUNTY further agrees that it shall pay, in proportion to its obligation pursuant to this Section, all damages, costs and expenses (including attorneys' fees) in connection therewith or any matter resulting therefrom. The COUNTY shall not settle any such action or suit without OWNER'S prior written consent. This indemnification obligation shall survive expiration or termination of this agreement. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER HEREUNDER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES HEREUNDER WHETHER SOUNDING IN CONTRACT OR IN TORT.

UTILITY AGREEMENT NO. 23887

THE ESTIMATED COST TO COUNTY FOR THE ABOVE DESCRIBED WORK IS \$ 2,600,000.00.

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: SFPP, L.P.

By [Signature] APR 30 2019
Name KEVIN JEFFRIES Date
Title CHAIRMAN, BOARD OF SUPERVISORS

By [Signature]
Name JB Kehlet Date 4/10/19
Title VP Marketing

APPROVAL RECOMMENDED:

By [Signature] 4/23/19
Name Krista Bell Valdez Date
Title Supervisor Deputy County Counsel

By _____
Name _____ Date
Title _____

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

UTILITY AGREEMENT

RW 13-5 (REV 12/2016)

District 08	County RIVERSIDE	Route 111	Post Mile N/A	Project ID B8-0664
Federal Aid Number PNRSCML 5956 (221)		Owner's File Number WR46555 (CA)		
Federal Participation/Federally Eligible/NEPA Document On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Owner Payee Data No. _____		Or Form STD 204 is attached. <input type="checkbox"/>		
UTILITY AGREEMENT NO. 23885			DATE: 02/21/19	

The County of Riverside, acting by and through the Transportation Department, hereinafter called "COUNTY" proposes to construct the Avenue 66 Grade Separation Project in the Community of Mecca,

and

Level 3 Communications LLC, 1025 Eldorado Blvd, Brookfield, CO 80021, hereinafter called "OWNER," owns and maintains communication facilities within the limits of the COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 23855 dated 2/21/19, OWNER shall relocate existing communication facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No. WR46555 (CA) dated 11/2/18 consisting of five (5) sheets, a copy of which is on file in the County office of the Transportation Department at 3525 14th Street, Riverside, CA 92501. Deviations from the OWNER's plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the 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:

Existing facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at 100% COUNTY expense.

III. PERFORMANCE OF WORK:

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished 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 meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such authorization 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

ADA Notice

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per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. 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 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 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 itemized 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 Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. 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. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of 10/11/18 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.

All obligations of COUNTY and/or LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

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.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

COUNTY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 12/2016)

UTILITY AGREEMENT NO. 23885

THE ESTIMATED COST TO COUNTY FOR THE ABOVE DESCRIBED WORK IS \$ 444,859.60.

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: LEVEL 3 COMMUNICATIONS, LLC

By [Signature] APR 30 2019
Name KEVIN JEFFRIES Date
Title CHAIRMAN, BOARD OF SUPERVISORS

By [Signature] 3/21/19
Name James Male Date
Title VP Network Maintenance

APPROVAL RECOMMENDED:

By [Signature] 4/23/19
Name Kristen Bellvaldez Date
Title Supervising Deputy County Counsel


By _____
Name _____ Date
Title _____

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

Level 3 Communications Cost Exhibit

 CenturyLink Relocation Project Cost Estimate - URA	
Relocation Project Tracking #:	LH 46555 CA
FW Project Name:	RELO LH 46555 CA - 66th Ave Grade Separation CalTrans - PR (Mecca, CA)
Customer Name:	County of Riverside CA (CalTrans)
Internal Project Code	N.704375.C.27
GL Code:	82441000
Construction Netbuild #:	N470426
Legacy Network Builder:	Level 3 Communications LLC
RELO PM Contact Info:	Clem Helmstetter; 913-312-2744
Invoice Number:	
Customer Number:	
Description	Cost
Outside Plant Construction / Materials	\$110,000.00
Engineering / Inspection	\$34,000.00
Fiber Optic Cable Purchased	\$52,870.00
Fiber Optic Testing / Splicing	\$24,280.00
Special Permits / RR / Traffic Control	\$20,000.00
CA Prevailing Wage Job Estimate	\$100,000.00
Subtotal:	\$341,150.00
Internal Cost Percentage	30.40%
CenturyLink Internal G&A Cost	\$103,709.60
Total payment due:	\$444,859.60

* Estimate does not include any rock adders and will be reviewed if encountered.

UTILITY AGREEMENT

RW 13-5 (REV 12/2016)

District 08	County RIVERSIDE	Route 111	Post Mile N/A	Project ID B8-0664
Federal Aid Number PNRSCML 5956 (221)		Owner's File Number 0074.3029		
Federal Participation/Federally Eligible/NEPA Document On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Owner Payee Data No. _____		Or Form STD 204 is attached. <input type="checkbox"/>		
UTILITY AGREEMENT NO. 23888		DATE: 02/13/19		

The County of Riverside, acting by and through the Transportation Department, hereinafter called "COUNTY" proposes to construct the Avenue 66 Grade Separation Project in the Community of Mecca,

and

Coachella Valley Water District, 75-515 Hovley Lane East, Palm Desert, CA 92211, hereinafter called "OWNER," owns and maintains sanitary sewer lines and irrigation lines within the limits of the COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 23888 dated 2/13/19, COUNTY shall relocate OWNER's existing sanitary sewer, irrigation and drainage facilities as shown on OWNER's Plan No. 0074.3029 dated 12/17/18, which plans are included in COUNTY's Contract Plans for the improvement of Avenue 66 which, by this reference, are made a part hereof. Deviations from the OWNER's plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the 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. OWNER shall have the right to inspect the work by COUNTY's contractor during construction. Upon completion of the work by COUNTY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to COUNTY ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK:

The existing facilities described in Section I above will be relocated at 70% COUNTY expense and 30% OWNER expense in accordance with the following proration: the irrigation and sewer lines located within the County Economic Development Agency (EDA) owned parcels behind the Mecca Family Service Center and along Dale Kiler at the Boys and Girls Club are 100% COUNTY expense and the irrigation line running from State Route 111 (SR-111) to Lincoln Channel is 100% OWNER expense.

III. PERFORMANCE OF WORK:

OWNER shall have access to all phases of the relocation work to be performed by COUNTY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to COUNTY's Resident Engineer for their evaluation and final disposition.

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Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such authorization 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.

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 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 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 itemized 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 Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. 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. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

The OWNER shall pay its share of the actual cost of said work included in the COUNTY's highway construction contract within 45 days after receipt of COUNTY's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the COUNTY's highway contractor is \$105,240.00.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of 8/29/18 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.

All obligations of COUNTY and/or LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

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.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR).

All documents obtained to demonstrate Buy America compliance will be held by the OWNER for a period of three (3) years from the date of final payment to the OWNER and will be made available to COUNTY or FHWA upon request.

One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, COUNTY provides to OWNER any materials that are subject to the Buy America Rule, COUNTY acknowledges and agrees that COUNTY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

THE ESTIMATED COST TO COUNTY FOR THE ABOVE DESCRIBED WORK IS \$ 273,400.00.

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: COACHELLA VALLEY WATER DISTRICT

By [Signature] APR 30 2019
Name KEVIN JEFFRIES Date
Title CHAIRMAN, BOARD OF SUPERVISORS

By [Signature] 3-25-2019
Name J.M. Barrett Date
Title General Manager

APPROVAL RECOMMENDED:

By [Signature] 04/23/19
Name Kristine Bell Valdez Date
Title Supervising Deputy County Clerk

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office BOX 1147, Riverside, Ca 92502-1147
 Thank you.

District 08	County RIVERSIDE	Route 111	Post Mile N/A	Project ID B8-0664
Federal Aid Number PNRSCML 5956 (221)		Owner's File Number 4026007 & 4026008		
Federal Participation/Federally Eligible/NEPA Document On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Owner Payee Data No. _____		Or Form STD 204 is attached. <input type="checkbox"/>		
UTILITY AGREEMENT NO. 23889		DATE: 02/19/19		

The County of Riverside, acting by and through the Transportation Department, hereinafter called "COUNTY" proposes to construct the Avenue 66 Grade Separation Project in the Community of Mecca,

and

Imperial Irrigation District, 81-600 Avenue 58 La Quinta, CA 92253, hereinafter called "OWNER," owns and maintains electrical facilities within the limits of the COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 23889 dated 2/12/19, OWNER shall relocate existing electrical facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No's. 4026007 & 4026008 (dated 4/27/18 consisting of 12 sheets, a copy of which is on file in the County office of the Transportation Department at 3525 14th Street, Riverside, CA 92501. Deviations from the OWNER's plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the 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 51.54% COUNTY expense and 48.46% OWNER expense in accordance with the following proration: the IID poles located along SR-111 and Lincoln Ave are 100% COUNTY expense and all pole relocations along Hammond Road are 100% OWNER Expense.

III. PERFORMANCE OF WORK:

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished 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 meal "per diem" expenses) will not be allowed without prior written authorization by County's representative. Requests for such authorization 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

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UTILITY AGREEMENT NO. 23889

per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. 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 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. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

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 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 itemized 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 Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. 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. In performing

UTILITY AGREEMENT NO. 23889

work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

OWNER, at the present time, does not have sufficient funds available to proceed with the relocation of OWNER's facilities provided for herein. It is estimated that the cost of the work provided for by this Agreement and, as hereinafter set forth, is the sum of \$2,591,049. COUNTY agrees to advance to OWNER the sum of \$1,335,529 to apply to the cost of the work to be undertaken as provided hereinabove. Said sum of \$1,335,529 will be deposited by the COUNTY with OWNER within 45 days after execution of the Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance.

It is further agreed that upon receipt of the monies agreed upon to be advanced by COUNTY herein, OWNER will deposit said monies in a separate interest-bearing account or trust fund in state or national banks in California having the legal custody of said monies in accordance with and subject to the applicable provisions of Section 53630, et seq., of the Government Code; and all interest earned by said monies advanced by COUNTY shall be remitted to COUNTY quarterly, via a separate check, even when the cost of relocation exceeds the advance amount.

When the work is completed, OWNER shall send the COUNTY a Final Bill for reconciliation of the advance. In the event actual and necessary relocation costs as established herein are less than the sum of money advanced by COUNTY to OWNER, OWNER hereby agrees to refund to COUNTY the difference between said actual and necessary cost and the sum of money that was advanced. The remittance check for the balance of advanced funds will be separate from the remittance check for the earned interest. In the event that the actual and necessary cost of relocation exceeds the amount of money advanced to OWNER, in accordance with the provisions of this Agreement, COUNTY will reimburse OWNER said excess costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of 8/29/18 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.

All obligations of COUNTY and/or LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

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.

UTILITY AGREEMENT NO. 23889

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

COUNTY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

THE ESTIMATED COST TO COUNTY FOR THE ABOVE DESCRIBED WORK IS \$ 1,335,529.00.

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: IMPERIAL IRRIGATION DISTRICT

By [Signature] APR 30 2019
Name KEVIN JEFFRIES Date
Title CHAIRMAN, BOARD OF SUPERVISORS

By _____
Name _____ Date
Title _____

APPROVAL RECOMMENDED:

By [Signature] 4/03/19
Name Kristine Bellvaldez Date
Title Supervising Deputy County Counsel

By _____
Name _____ Date
Title _____

ATTEST:

KECIA R. HARRER, Clerk
By [Signature]
DEPUTY

UTILITY AGREEMENT NO. 23889

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THE ESTIMATED COST TO COUNTY FOR THE ABOVE DESCRIBED WORK IS \$ 1,413,382.00.

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: IMPERIAL IRRIGATION DISTRICT

By _____
Name _____ Date _____
Title _____

By  _____
Name Erik J. Ortega Date _____
Title President, Board of Directors

APPROVAL RECOMMENDED:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____