

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



**ITEM: 3.38  
(ID # 11633)**

**MEETING DATE:**  
Tuesday, March 10, 2020

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION  
DEPARTMENT: Approval of the Cooperative Agreement between the County of  
Riverside and the Coachella Valley Water District (CVWD) for the Avenue 66  
Grade Separation Project in the area of Mecca. District 4. [\$6,870,000 Total Cost  
- 18% Local Funds, 82% CVWD]

**ARECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the Coachella Valley Water District (CVWD) for the Construction of a Domestic Water Pipeline Improvement and Other CVWD work for the Avenue 66 Grade Separation and authorize the Chairman of the Board to execute the same.

**ACTION:Policy**

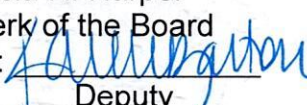
  
Patricia Romo, Director of Transportation 2/27/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 10, 2020  
xc: Transp.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 6,870,000	\$ 0	\$ 6,870,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> CVWD, \$5,600,000 (82%). Local Funds Discretionary \$1,270,000 (18%). No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20 and 20/21	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside, in cooperation with the California 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 (SR-111), and Hammond Avenue, near the Community of Mecca.

The railroad tracks run in a north-south direction and separate the Community of Mecca, on the east side of the tracks, from goods and services on the west side of the tracks. Currently, the 4<sup>th</sup> Street at grade crossing is the only road that provides access to the Community of Mecca. Emergency service vehicles, and regular traffic going in and out of the community must wait at the tracks for the train to pass, creating major traffic backup.

Due to the projected regional population growth, the vehicular and train traffic is expected to increase causing additional congestion and delays at the 4<sup>th</sup> Street crossing. The new bridge over UPRR tracks along Avenue 66 will be constructed south of 4<sup>th</sup> Street and will provide a secondary uninterrupted access to the Community of Mecca. Under the proposed project, a two-lane elevated roadway, sidewalk, and bicycle lane will be constructed over UPRR tracks, Hammond Avenue, and SR-111.

The proposed grade separation improvement will affect utilities within the project limits. The Coachella Valley Water District (CVWD) operates a 30-inch diameter water pipeline, a storm water channel, and a 12-inch irrigation water pipeline which will be impacted by this project.

CVWD has requested that the County include their scope of work in its construction contract. The Transportation Department recommends that the work be included in the County's construction contract to provide the least amount of inconvenience to the public and to provide the best coordination of the utility-related work with the County's roadway construction project. Most of the costs under the agreement will be funded by CVWD, however \$1,270,000 (30%) of

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the Lincoln Storm Channel Bridge will be the County's responsibility due to CVWD having superior rights within that area of the project.

The cooperative agreement between the County and CVWD provides for the funding and implementation of the following work:

	BID ITEMS	CVWD	COUNTY
1.	Construction of a new 30-inch diameter domestic water pipeline	\$2,520,000	\$0
2.	Construction of a 145-foot long bridge over the Lincoln Street storm water channel	\$2,960,000	\$1,270,000
3.	Relocation of an existing 12-inch irrigation water pipeline	\$120,000	\$0
	TOTAL COST	<b>\$5,600,000</b>	<b>\$1,270,000</b>

On October 22, 2019, CVWD executed the submitted agreement. The agreement has been reviewed and approved by County Counsel.

Plans and Specifications have been prepared and the Right of Way acquisitions are completed. The construction is anticipated to begin in mid-2020.

**Environmental Findings**

On October 5, 2017, Caltrans, acting as lead agency for the National Environmental Policy Act (NEPA) and the County acting as the lead agency for California Environmental Quality Act (CEQA), made a Categorical Exemption/Categorical Exclusion under Section 6005 of U.S.C. 327, based on an examination of the proposed grade separation project and supporting information.

**Impact on Residents and Businesses**

The proposed Avenue 66 Grade Separation project will create a secondary access to the Community of Mecca, providing a separation between roadway and train traffic. This will allow for an uninterrupted traffic flow for the motorists, pedestrians, bicycle, emergency vehicles, and passenger and freight trains at the crossing. The Transportation Department will work with area residents and businesses to minimize the impact of traffic congestion and untimely delays during construction.

**Additional Fiscal Information**

CVWD has requested that the County include in its construction contract the work to construct a new 30-inch waterline, bridge over the Lincoln Street storm water channel, and relocate an

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existing 12-inch irrigation pipeline as described in this cooperative agreement for CVWD facilities within county and state right-of-way.

The total cost to relocate CVWD facilities under this cooperative agreement is \$6,870,000. CVWD will assume \$5,600,000 of the total cost. The Lincoln Street storm water channel bridge construction cost is \$4,220,000, of which the county is responsible for 30% because CVWD has superior property rights within the channel area. The remaining construction cost will be borne by CVWD as they requested to construct a longer bridge to allow for future expansion of the storm channel.

On April 30, 2019 County Board of Supervisor Item 3.37 authorized the execution of Utility Agreement 23888 with CVWD for the relocation of an 8-inch sanitary sewer, a 12-inch irrigation line, and the lowering and protecting of an existing 12-inch irrigation line on Dale Kiler Road for which CVWD has superior property rights. A copy of Utility Agreement 23888 is attached to this Cooperative Agreement as Exhibit "G" for reference.



**Contract History and Price Reasonableness**

Costs were based on actual design cost and bids received from the low and responsive bidder for construction of the grade separation improvement project.

Project Nos. B8- 0664 and PNRSCML 5956 (221).

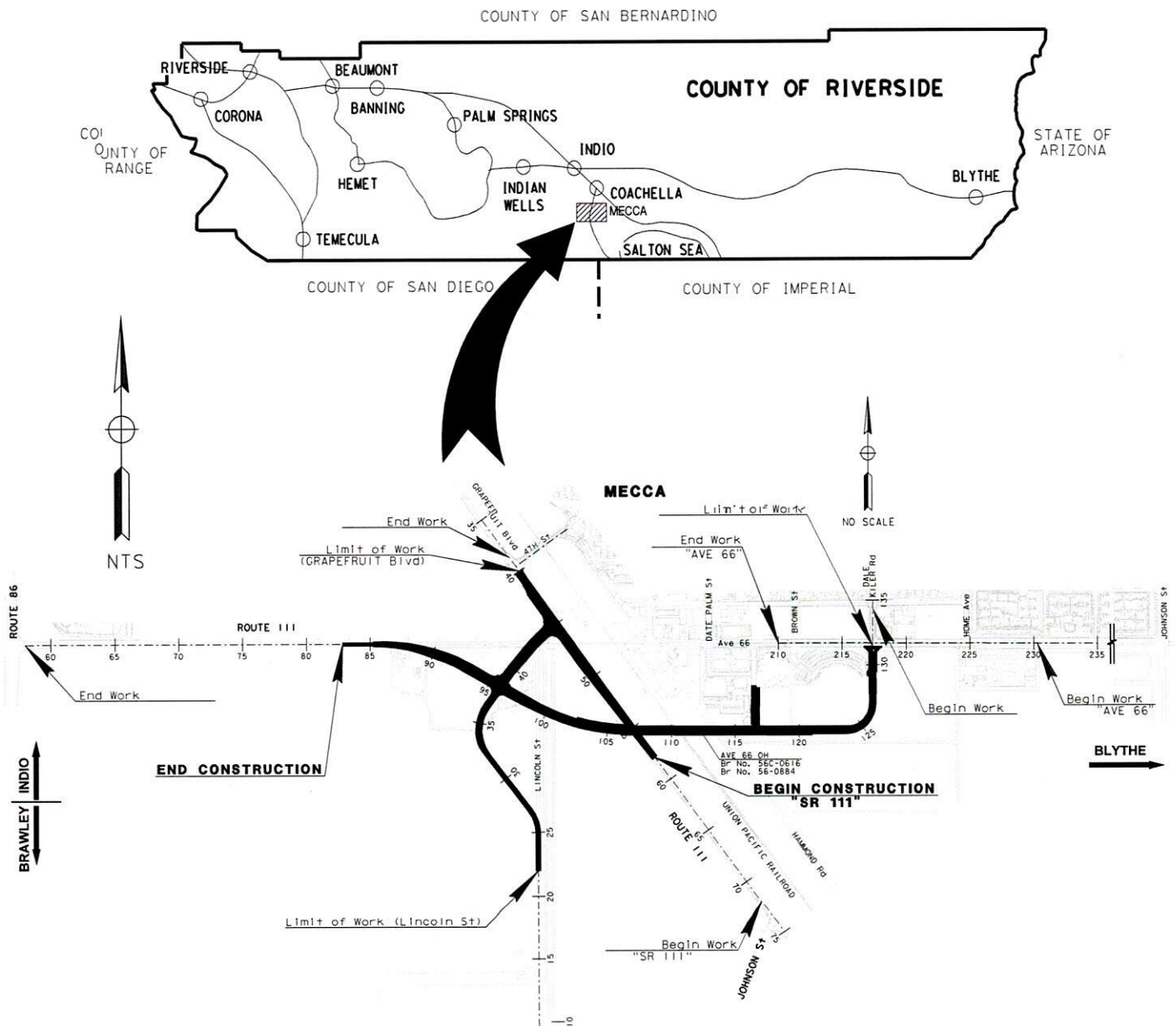
**ATTACHMENTS**

Vicinity Map  
CVWD Signed Cooperative Agreement

 Jason Farin, Senior Management Analyst	3/4/2020	 Gregory L. Priamos, Director County Counsel	3/2/2020
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# COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

## AVENUE 66 AT SR-111 AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT COMMUNITY OF MECCA



VICINITY MAP

**Cooperative Agreement for the Construction of  
Domestic Water Pipeline Improvements  
And Other CVWD Work  
Avenue 66 Grade Separation  
Mecca Area**

This Agreement is made and entered into this 10<sup>th</sup> day of March, 2020, by and between the **Coachella Valley Water District**, a public agency of the State of California (hereinafter, "CVWD"), and the **County of Riverside**, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, County is administering a public works project to construct road and bridge improvements on a new alignment of Avenue 66, from State Route 111 to Avenue 66 in the unincorporated area of Riverside County, California (hereinafter "Project"), and;

WHEREAS, CVWD has requested County to construct a bridge over the Lincoln Channel, in the construction contract for Project at the expense of 70% CVWD and 30% County, and;

WHEREAS, CVWD has requested County to construct a new 30-inch diameter domestic water pipeline, in the construction contract for Project at the expense of CVWD, and;

WHEREAS, CVWD owns or controls certain easements within Project limits to which CVWD has superior property rights, and;

WHEREAS County owns or will own public rights of way onto which CVWD intends to install its facilities, and;

WHEREAS, the purpose of this Agreement and the **Exhibits "A", "B", "C", "D", "E", "F" and "G"** attached hereto and by this reference incorporated herein, is to set forth the financial and other arrangements between County and CVWD for the construction of CVWD's facilities.

NOW THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. CVWD FACILITIES

CVWD facilities that are affected by Project are shown on **Exhibit "A"**.

- a. Construction of a new 30-inch diameter domestic water pipeline, and associated work, located within County's Project area as shown on the project improvement plans, on file with the County and described in **Exhibit "A" and "B"** attached. This work is subject to funding and approval by CVWD as described in Section 2 and Section 4.
- b. Construction of a 145-foot bridge, a portion of which is over the Lincoln Channel, at the relocated Avenue 66 road crossing, east of Lincoln Street. County will obtain road easement rights from CVWD under the terms of a separate Right of Way Acquisition Agreement. This work is required for Project and will be funded by County.
- c. Construction of a 145-foot bridge, a portion of which is over the Lincoln Channel, at the relocated Avenue 66 road crossing, east of Lincoln Street, as described in **Exhibit "A" and "C"** attached. This work is subject to funding and approval by CVWD as described in Section 2 and Section 4.
- d. Relocation of a 12-inch CVWD irrigation line by County as described in **Exhibit "A" and "D"** attached.
- e. CVWD facilities which are in conflict with Project improvements, and for which CVWD has superior property rights, will be relocated under the terms of a separate Utility Agreement to be executed between County and CVWD, as described in **Exhibit "G"** attached. Said Utility Agreement shall provide relocation cost responsibilities.

## 2. FINANCIAL PARTICIPATION

The total estimated cost to CVWD for the construction of the new CVWD 30-inch diameter water pipeline facilities is \$2,520,000, as described in **Exhibit "B"** ("Pipeline Total Costs"). It is mutually understood that this estimate does not include costs for construction inspection by CVWD's inspector, or CVWD's incidental costs, which shall be borne by CVWD. Pipeline Total Costs shall be borne by CVWD as described in **Exhibit "E"**, including costs for construction backfill materials testing and survey, and administrative costs.

The total estimated cost to CVWD for the construction of the bridge ("Lincoln Channel Bridge") facilities is \$2,960,000, and cost to the County is \$1,270,000 as described in **Exhibit "C"** ("Bridge Total Costs"). It is mutually understood that this estimate does not include costs for construction inspection by CVWD's inspector, or CVWD's incidental costs, which shall be borne by CVWD. Bridge Total Costs shall be borne by both County and CVWD as described in **Exhibit "C"**. County's share shall be 30% of the Bridge Total Costs and CVWD's share shall be 70% of the Bridge Total Costs, as said cost shares are described in **Exhibit "C"**. The

portion of the Bridge Total Costs to be borne by CVWD as described in **Exhibit "C"**, includes costs for construction backfill materials testing and survey, and administrative costs.

The total estimated cost to CVWD for the relocation of CVWD irrigation facilities for which County has superior rights is \$120,000, as described in **Exhibit "D"** ("Irrigation Facilities Total Costs"). Irrigation Facilities Total Costs shall be borne by CVWD as described in **Exhibit "D"**, including costs for construction backfill materials testing and survey, and administrative costs. Relocation design costs for facilities for which CVWD has superior property rights shall be included in a separate Utility Agreement to be executed between County and CVWD, as described in **Exhibit "G"** attached. Said Utility Agreement shall provide that relocation cost responsibilities.

In the event that changes made by CVWD during construction require additional work to be performed, that additional work shall be financed by CVWD unless it is determined that the additional work results from inherent flaws in the County's construction plans, in which case the County's share of the additional work shall be 30%. Improvements to CVWD facilities, which CVWD has requested to be included in County's construction contract as described in **Exhibit "B", "C" and "D"**, will be constructed per the obligations set forth in those exhibits, including contract administration expenses.

CVWD shall deposit with the County the amount of ninety percent (90%) of the design and construction costs, in accordance with **Exhibit "B", "C" and "D"**, not later than 60 days after CVWD's receipt of County's invoice.

Upon completion of all Project work, County shall calculate all final costs incurred to the Project and shall submit to CVWD a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by CVWD, and the total sum remaining due from CVWD, if any. Any sum remaining unpaid shall be paid by CVWD within sixty (60) calendar days from the date of submission of final statement by County. Any amounts due to CVWD shall be paid by County within sixty (60) calendar days from date of the final statement.

If the total project costs for CVWD facilities exceed the total estimated cost, as shown on **Exhibit "B", Exhibit "C" and Exhibit "D"** by an amount greater than 25%, an amendment to this Agreement shall be executed by both parties.

### 3. CONSTRUCTION PLANS AND SPECIFICATIONS

CVWD shall cause the preparation of detailed construction plans, specifications and cost estimate for that portion of the construction project involving CVWD's facilities. Said engineering documents shall be subject to review and approval by CVWD prior to submission to County. County shall



utilize said engineering documents for the construction of CVWD improvements.

County shall include in its bid documents special provisions and technical specifications for the construction of the CVWD facilities, as required by CVWD, which shall be stamped and signed by a registered engineer on behalf of the CVWD. Said special provisions shall be prepared at CVWD's expense and will include a warranty of the work and materials, performed and provided by the County's contractor, which is acceptable to the CVWD.

#### 4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

CVWD has elected to have its CVWD facilities constructed by the County's contractor. The construction bid package has identified CVWD's facilities as separate bid items. Upon receipt of the bids and determination of the lowest responsive, responsible bid, County shall request CVWD to provide written authorization to County to award the contract to include construction of CVWD's facilities. CVWD may authorize County to award all, some or none of the alternate bid schedules established for CVWD facilities. CVWD shall notify County of its decision no later than ten (10) days after CVWD's receipt of bid selection from County. If CVWD informs County in writing that it does not approve award of all or part of CVWD's work, then CVWD agrees to do such work with its own or contract forces so as to not delay the construction schedule of County.

#### 5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

CVWD shall attend the pre-construction meeting at a date and time mutually agreeable to the County and CVWD.

All CVWD facilities furnished, constructed and installed by County's contractor ("County's Contractor") shall be installed in compliance with CVWD's approved plans and specifications. All materials furnished by County's Contractor shall conform to CVWD's approved material list. Any and all deviations from said plans and specifications shall be approved by CVWD, in writing, prior to being made. Change orders involving CVWD facilities ("Change Orders") will not be implemented by the County without CVWD's prior written approval. However, CVWD agrees that County's engineer, who is the County's on-site construction manager ("County's Engineer"), may order the Change Order or additional work, in advance of receipt of written authorization from CVWD, if the County's Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either County or CVWD. County's Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and CVWD shall exercise reasonable best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible. CVWD shall be responsible for delay claims asserted by the County's Contractor resulting from CVWD's failure to respond, within a

reasonable period of time, to any request for approval of a Change Order or additional work.

County's Engineer shall notify CVWD immediately after ordering any urgently needed Change Order or additional work.

CVWD shall be responsible to inspect the furnishing and installation of all CVWD facilities and the performance by the County's Contractor for compliance with CVWD's approved construction plans and specifications. Said inspection shall be scheduled through CVWD's Inspection Department 48 hours in advance, and in coordination with the County's Engineer. CVWD's inspection personnel shall have the authority, through the County's Engineer, to enforce CVWD's construction plans and specifications for the involved facilities, which shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's Contractor without cost to CVWD. It is mutually understood, however, that the construction contract is between County and the County's Contractor, and that communication and cooperation must be maintained between County's Engineer and CVWD's inspection personnel. All material submittals related to the construction of CVWD's facilities shall be provided to CVWD by the County for CVWD's review and approval prior to acceptance and installation. County will not provide inspection to CVWD's facilities except as it may affect construction of Project.

All inspection costs incurred by CVWD will be solely financed by CVWD in accordance with Section 2 above, **Exhibits "B", "C" and "D"** and the additional provisions of this Agreement. Contract administration costs attributable to CVWD facilities shall be borne in accordance with Section 2, and shall be a fixed amount of 2.5% of the bid prices as specified on **Exhibit "B", "C", "D", and summarized on Exhibit "E"**. Contract administration costs shall include costs for coordination, insertion of CVWD's plans and specifications in County bid documents, bidding, preparation of contracts, administration of contract, and other tasks associated with the administration of CVWD's activities under this Agreement in connection with CVWD facilities.

Trench backfill materials testing and survey costs attributable to CVWD facilities shall be the responsibility of CVWD, and shall be a fixed amount of 4% of the bid prices, as shown on **Exhibit "B", "C" and "D"**.

County and CVWD agree that an actual accounting of administrative, trench backfill materials testing and survey costs would be unduly burdensome. As a result, County and CVWD agree that such costs shall be determined based on the applicable percentages of the bid prices as set forth above.

It is mutually understood that additional utility work within Project limits will be performed by CVWD forces during construction of County's Project. Some of this utility work will be done in accordance with relocation plans.

Other utility work, such as domestic water meter and fire hydrant relocations, will be determined on a case by case basis depending on proximity to the Project. County, County's Contractor, and CVWD will work diligently to coordinate CVWD utility work in coordination with County's Project schedule.

County will include the following requirements in its construction contract, with respect to work performed at the expense of CVWD:

County's Contractor shall warrant and guarantee to CVWD that all work on CVWD facilities will be in accordance with the approved construction plans and specifications and will not be defective. County's Contractor shall warrant and guarantee all work on CVWD facilities against defects in materials and workmanship for a period of one year from and after the later of (i) the date of acceptance of the CVWD facilities by CVWD, or (ii) the date of acceptance of the Project by County, regardless of whether the same were furnished or performed by County's Contractor or by any of its subcontractors of any tier. Upon receipt by the County of written notice from CVWD of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective materials or workmanship, the County shall cause the affected item, and any other item which is damaged as a result of such defect, or parts thereof, to be repaired or replaced by County's Contractor at a time acceptable to CVWD. Should County's Contractor fail to promptly make any necessary repair, replacement and tests, CVWD may perform, or cause to be performed, the same at County's Contractor's, or County's Contractor's surety's, expense. If, as determined by CVWD, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to CVWD or to prevent interruption of CVWD operations, CVWD will attempt to notify the County. If the County cannot be contacted or the County's Contractor does not comply with CVWD's request for correction within a reasonable time, as determined by CVWD, CVWD may, notwithstanding the provisions of this paragraph, proceed to make such correction or provide such attention at County's Contractor's expense. Such action by CVWD will not relieve County's Contractor of the guarantees required by this paragraph or elsewhere in the contract documents. Any expenses shall be charged to County's Contractor, and County will deduct from monies due from County to County's Contractor and held on retention by County, or collect from County's Contractor's surety or sureties. County's Contractor and its surety or sureties, if any, shall be liable for the satisfaction and full performance of the warranties as set forth herein. County shall engage in reasonable good faith efforts to enforce such warranty obligations of County's Contractor.

## 6. OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

CVWD shall own and maintain the new 30" diameter water pipeline and all other CVWD utility facilities. Such facilities within State of California and County rights of way shall be owned and maintained under the terms of encroachment permits issued by the respective public agency.

County shall own and maintain the Lincoln Channel Bridge constructed over CVWD's Lincoln Channel as further described below and in **Exhibit "F."** Said facility is within CVWD right of way, and partially within COUNTY rights of way, as shown on **Exhibit "F."**

COUNTY and CVWD agree to share the maintenance responsibilities as provided in **Exhibit "F"** attached and made a part of this Agreement by reference, and in accordance with the terms of this Agreement.

- a. Upon completion of the construction of the Lincoln Channel Bridge, as shown on **Exhibit "F"**, CVWD shall continue to own, operate and maintain the Lincoln Channel. Said ownership, operation and maintenance by CVWD shall be at CVWD's sole expense.

For those portions of the Lincoln Channel Bridge and associated CVWD facilities that are within COUNTY owned rights of way, as shown on **Exhibit "F"**, COUNTY shall issue to CVWD, upon receipt of an application, a perpetual Encroachment Permit subject to the terms of County Ordinance 499 as it exists at the time of issuance of the Encroachment Permit. COUNTY's permit shall not require CVWD or its contractors to secure additional permission to enter onto COUNTY's right-of-way for the purpose of operating or maintaining CVWD facilities. However, CVWD shall provide timely advance notification of any such work which may affect or be adjacent to traffic lanes.

Ownership and maintenance by CVWD of associated improvements, including drainage courses, shall be in accordance with best practices for such facilities, including routine inspections and performance of corrective actions.

- b. County shall own, operate and maintain the Lincoln Channel Bridge. . Said ownership, operation and maintenance by COUNTY shall be at COUNTY's sole expense.

For those roadway facilities that are within CVWD right of way, as shown on **Exhibit "F"**, CVWD shall issue to COUNTY, upon receipt of an application, a perpetual Encroachment Permit subject to the terms of CVWD's standard permit requirements, as they exist at the time of issuance of the Permit. CVWD's permit shall not require COUNTY or its contractors to secure additional permission to enter onto CVWD's right of way for the purpose of operating or maintaining road way facilities. However, COUNTY shall provide timely advance notification of any

construction work within CVWD right of way, except traffic striping and similar work that does not require excavation.

Ownership and maintenance by COUNTY of the Lincoln Channel Bridge , including associated roadway improvements, shall be in accordance with best practices for such facilities, including routine inspections and performance of corrective actions. COUNTY shall own and maintain surfacing and surface drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above Lincoln Channel, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, guard rails, etc.) that may be required for the benefit or control of traffic.

- c. County's rights hereunder shall include the right to issue Encroachment Permits to third party utility owners for installations of utility facilities that may cross CVWD right of way and are within County's ownership, operation and maintenance purview, as described herein. COUNTY shall require such Encroachment Permit applicants to provide CVWD with plans and notification of such installations. County shall not issue Encroachment Permits which may impact CVWD's facilities and rights under this Agreement without the prior written consent of CVWD.

## 7. RECIPROCAL INDEMNIFICATION

COUNTY shall indemnify and hold harmless CVWD, its directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of COUNTY, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. COUNTY shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, CVWD, its directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CVWD; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification of CVWD. COUNTY's obligations hereunder shall be satisfied when COUNTY has provided to CVWD the appropriate form of dismissal (or similar document) relieving the CVWD from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless CVWD.

CVWD shall indemnify and hold harmless the County of Riverside, its subsidiary agencies, districts, and departments, their respective directors,

officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CVWD, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CVWD shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its subsidiary agencies, districts, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CVWD, CVWD shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CVWD's indemnification of COUNTY. CVWD's obligations hereunder shall be satisfied when CVWD has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CVWD's obligations to indemnify and hold harmless the COUNTY.

8. COUNTY TO PROVIDE INSURANCE

For the period during which County or its contractor(s) controls the job site, County will provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering CVWD's directors, officers, employees and agents as additional insured.

9. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

10. NOTICES

Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1<sup>st</sup> Class postage prepaid and addressed as follows:

COUNTY OF RIVERSIDE	Coachella Valley Water District
TLMA/Transportation Department	Attention: Jim Barrett, General Manager
P.O. Box 1090	P.O. Box 1058
Riverside, CA 92502	51-501 Tyler Street
Attn: Patricia Romo, Director	Coachella, Ca 92236

Notice shall be deemed given 3 days after deposit is in the mail.


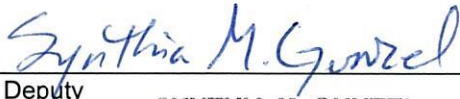


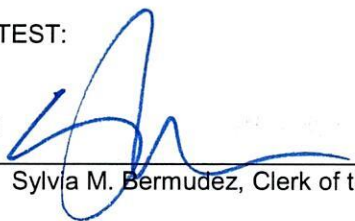
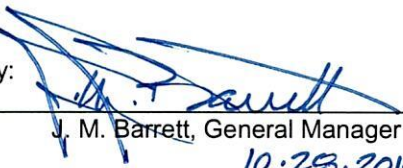
11. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by the County and CVWD and by execution by their respective authorized representatives.

12. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single agreement. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.

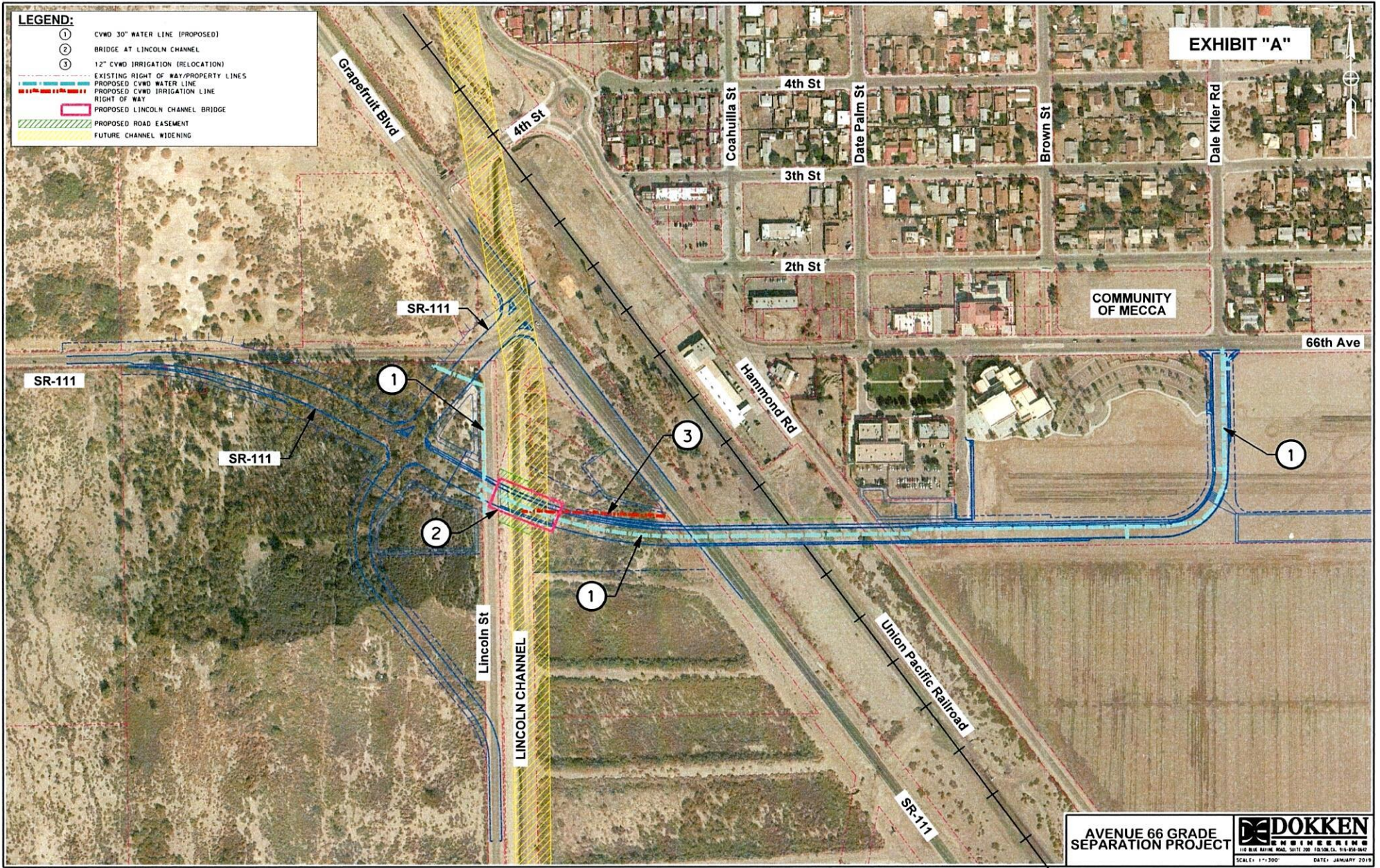
<p><b>COUNTY APPROVALS</b></p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Patricia Romo Director of Transportation</p> <p>Dated: <u>11-13-19</u></p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  _____ Chief Deputy <b>SYNTHIA M. GUNZEL</b></p>	<p><b>COUNTY OF RIVERSIDE</b></p> <p>By:  _____ Chairperson, <b>V. MANUEL PEREZ</b> Board of Supervisors</p> <p>Dated: <u>MAR 10 2020</u></p> <p>ATTEST:</p> <p>Kecia Harper Clerk of the Board</p> <p>By:  _____ Deputy</p>
<p><b>CVWD APPROVALS</b></p> <p>ATTEST:</p> <p>By:  _____ Sylvia M. Bermudez, Clerk of the Board</p>	<p><b>CVWD</b></p> <p>By:  _____ J. M. Barrett, General Manager 10.28.2019</p>



**LEGEND:**

- ① CVWD 30" WATER LINE (PROPOSED)
- ② BRIDGE AT LINCOLN CHANNEL
- ③ 12" CVWD IRRIGATION (RELOCATION)
- EXISTING RIGHT OF WAY/PROPERTY LINES
- PROPOSED CVWD WATER LINE
- PROPOSED CVWD IRRIGATION LINE
- RIGHT OF WAY
- ▭ PROPOSED LINCOLN CHANNEL BRIDGE
- ▨ PROPOSED ROAD EASEMENT
- ▨ FUTURE CHANNEL WIDENING

**EXHIBIT "A"**



**AVENUE 66 GRADE SEPARATION PROJECT**

**DOKKEN**  
 110 BLUE MOUNTAIN ROAD, SUITE 200, FOLSOM, CA 95630-8642  
 SCALE: 1"=300' DATE: JANUARY 2019

# EXHIBIT "B"

Printed on 10/4/2019 3:09 PM  
Contract No. 1822

PRELIMINARY COST ESTIMATE  
AVENUE 66 GRADE SEPARATION AT UPRR

Prepared by: Dokken Engineering

### 30" DOMESTIC WATER TRANSMISSION MAIN

Item	Bid Item No.	Item Description	Unit	Quantity	Price	Amount
1	120100	Traffic Control Systems	LS	1	\$10,000.00	\$10,000.00
2	703450	P Welded Steel Pipe Casing (Bridge)	LF	156	\$450.00	\$70,200.00
3	703453A	P Double Ball Expansion Joint (Waterline)	EA	2	\$12,000.00	\$24,000.00
4	000003A	P 30" Ductile Iron Pipe	LF	3,052	\$380.00	\$1,159,760.00
5	000003A	P 6" Ductile Iron Pipe Water Line	LF	110	\$250.00	\$27,500.00
6	000003A	P 30" Welded Steel Pipe (.250" Thick)	LF	886	\$425.00	\$376,550.00
7	000003A	Fire Hydrant	LF	2	\$10,000.00	\$20,000.00
8	000003A	6" Air Release and Air/Vacuum Valve	EA	3	\$12,000.00	\$36,000.00
9	000003A	6" Temporary Blow-Off	EA	3	\$10,000.00	\$30,000.00
10	100000000	Premium for All-Risk Installation Floater Insurance	LS	1	\$10,000.00	\$10,000.00
11	999990	Mobilization	LS	1	\$196,001.11	\$196,001.11
<b>CVWD CONSTRUCTION COST</b>						<b>\$1,960,011.11</b>
<b>CONTINGENCIES (20%)</b>						<b>\$392,002.22</b>
<b>TOTAL CONSTRUCTION COST (ROUNDED)</b>						<b>\$2,360,000.00</b>
<b>CONSTRUCTION BACKFILL MATERIALS TESTING &amp; SURVEY (FIXED) (4%)</b>						<b>\$94,400.00</b>
<b>ADMINISTRATIVE COSTS (FIXED) (2.5%)</b>						<b>\$59,000.00</b>
<b>TOTAL CONSTRUCTION COST (ROUNDED)</b>						<b>\$2,520,000.00</b>

# EXHIBIT "C"

Printed on 10/4/2019 3:08 PM  
Contract No. 1822

PRELIMINARY COST ESTIMATE  
AVENUE 66 GRADE SEPARATION AT UPRR

Prepared by: Dokken Engineering

**LINCOLN CHANNEL BRIDGE**

Item	Bid Item No.	Item Description	Unit	Quantity	Price	Amount	County Obligation (30%)	CVWD Obligation (70%)
1		Structure Excavation (Bridge)	CY	1,450	\$75.00	\$108,750.00	\$32,625.00	\$76,125.00
2		Structure Excavation (Type D)	CY	550	\$200.00	\$110,000.00	\$33,000.00	\$77,000.00
3		Structure Backfill (Bridge)	CY	1,500	\$75.00	\$112,500.00	\$33,750.00	\$78,750.00
4		Furnish Steel Piling (HP 14 x 117)	LF	6,016	\$70.00	\$421,120.00	\$126,336.00	\$294,784.00
5		Drive Steel Pile (HP 14 x 117)	EA	136	\$2,100.00	\$285,600.00	\$85,680.00	\$199,920.00
6		Prestressing Cast-In-Place Concrete	LS	1	\$75,000.00	\$75,000.00	\$22,500.00	\$52,500.00
7		Structural Concrete, Bridge Footing	CY	287	\$600.00	\$172,200.00	\$51,660.00	\$120,540.00
8		Structural Concrete, Bridge	CY	1,060	\$900.00	\$954,000.00	\$286,200.00	\$667,800.00
9		Structural Concrete, Polymer Fiber	CY	293	\$800.00	\$234,400.00	\$70,320.00	\$164,080.00
10		Structural Concrete, Approach Slab (Type N)	CY	227	\$1,100.00	\$249,700.00	\$74,910.00	\$174,790.00
11		Minor Concrete (Minor Structure)	CY	25	\$1,000.00	\$25,000.00	\$7,500.00	\$17,500.00
12		Berkley Rib Texture	SQFT	881	\$12.00	\$10,572.00	\$3,171.60	\$7,400.40
13		Joint Seal Assembly (MR 2")	LF	166	\$120.00	\$19,920.00	\$5,976.00	\$13,944.00
14		Bar Reinforcing Steel (Bridge)	LB	316,500	\$1.35	\$427,275.00	\$128,182.50	\$299,092.50
15		Bar Reinforcing Steel (Epoxy Coated) (Bridge)	LB	3,300	\$1.35	\$4,455.00	\$1,336.50	\$3,118.50
16		18" Welded Steel Pipe (Stormdrain) (Bridge)	LF	216	\$150.00	\$32,400.00	\$9,720.00	\$22,680.00
17		Stormdrain Cradle Support	EA	16	\$500.00	\$8,000.00	\$2,400.00	\$5,600.00
18		Double Ball Expansion Joint	EA	2	\$12,000.00	\$24,000.00	\$7,200.00	\$16,800.00
19		Miscellaneous Metal (Bridge)	LB	500	\$10.00	\$5,000.00	\$1,500.00	\$3,500.00
20		Concrete Pedestrian Railing	LF	206	\$150.00	\$30,900.00	\$9,270.00	\$21,630.00
21		Concrete Barrier (Type 732SW Modified)	LF	206	\$200.00	\$41,200.00	\$12,360.00	\$28,840.00
22		Concrete Barrier (Type 842 Modified)	LF	206	\$175.00	\$36,050.00	\$10,815.00	\$25,235.00
23		Mobilization	LS	1	\$376,449.11	\$376,449.11	\$112,934.73	\$263,514.38
<b>CVWD CONSTRUCTION COST</b>						<b>\$3,764,491.11</b>	<b>\$1,129,347.33</b>	<b>\$2,635,143.78</b>
<b>CONTINGENCIES (5%)</b>						<b>\$188,224.56</b>	<b>\$56,467.37</b>	<b>\$131,757.19</b>
<b>TOTAL CONSTRUCTION COST (ROUNDED)</b>						<b>\$3,960,000.00</b>	<b>\$1,190,000.00</b>	<b>\$2,770,000.00</b>
<b>CONSTRUCTION BACKFILL MATERIALS TESTING &amp; SURVEY (FIXED) (4%)</b>						<b>\$158,400.00</b>	<b>\$47,600.00</b>	<b>\$110,800.00</b>
<b>ADMINISTRATIVE COSTS (FIXED) (2.5%)</b>						<b>\$99,000.00</b>	<b>\$29,750.00</b>	<b>\$69,250.00</b>
<b>TOTAL COST (ROUNDED)</b>						<b>\$4,220,000.00</b>	<b>\$1,270,000.00</b>	<b>\$2,960,000.00</b>
<b>TOTAL CVWD OBLIGATION</b>							<b>\$1,270,000.00</b>	<b>\$2,960,000.00</b>

# EXHIBIT "D"

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 Contract No. 1822

PRELIMINARY COST ESTIMATE  
 AVENUE 66 GRADE SEPARATION AT UPRR

Prepared by: Dokken Engineering

## 12" IRRIGATION LINE RELOCATION

Item	Bid Item No.	Item Description	Unit	Quantity	Price	Amount
1		12" PVC pipe-C900 (DR25) (Irrigation)	LF	530	\$120.00	\$63,600.00
2		Remove Irrigation Pipe	LF	511	\$30.00	\$15,330.00
3		Mobilization	LS	1	\$8,770.00	\$8,770.00
<b>CVWD CONSTRUCTION COST</b>						<b>\$87,700.00</b>
<b>CONTINGENCIES (20%)</b>						<b>\$17,540.00</b>
<b>TOTAL CONSTRUCTION COST (ROUNDED)</b>						<b>\$110,000.00</b>
<b>CONSTRUCTION BACKFILL MATERIALS TESTING &amp; SURVEY (FIXED) (4%)</b>						<b>\$4,400.00</b>
<b>ADMINISTRATIVE COSTS (FIXED) (2.5%)</b>						<b>\$2,750.00</b>
<b>TOTAL CONSTRUCTION COST (ROUNDED)</b>						<b>\$120,000.00</b>

**EXHIBIT "E"**  
**Cooperative Agreement for the Construction of**  
**Domestic Water Pipeline Improvements**  
**And Other CVWD Work**  
**Avenue 66 Grade Separation**  
**Mecca Area**  
**CVWD Share of Total Costs**

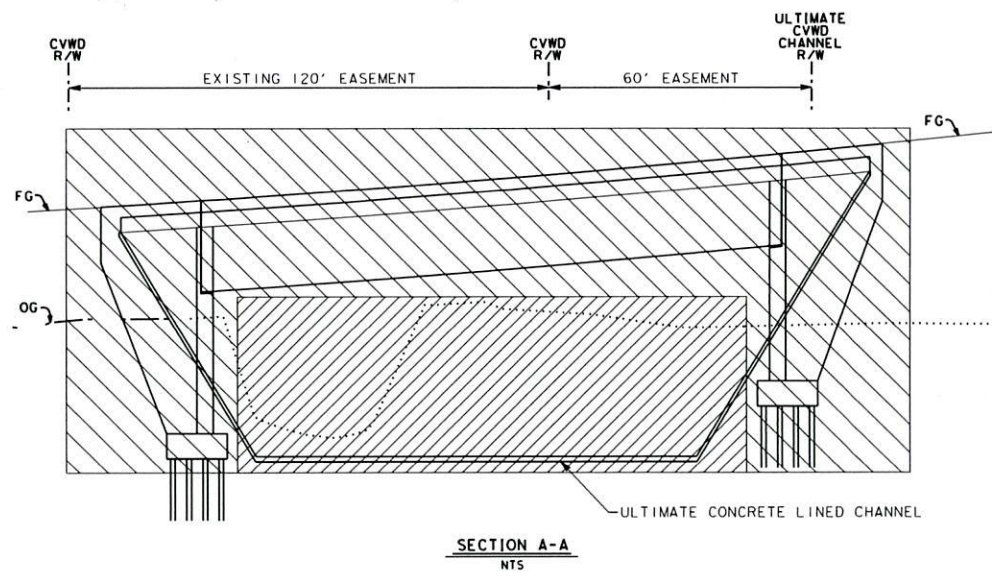
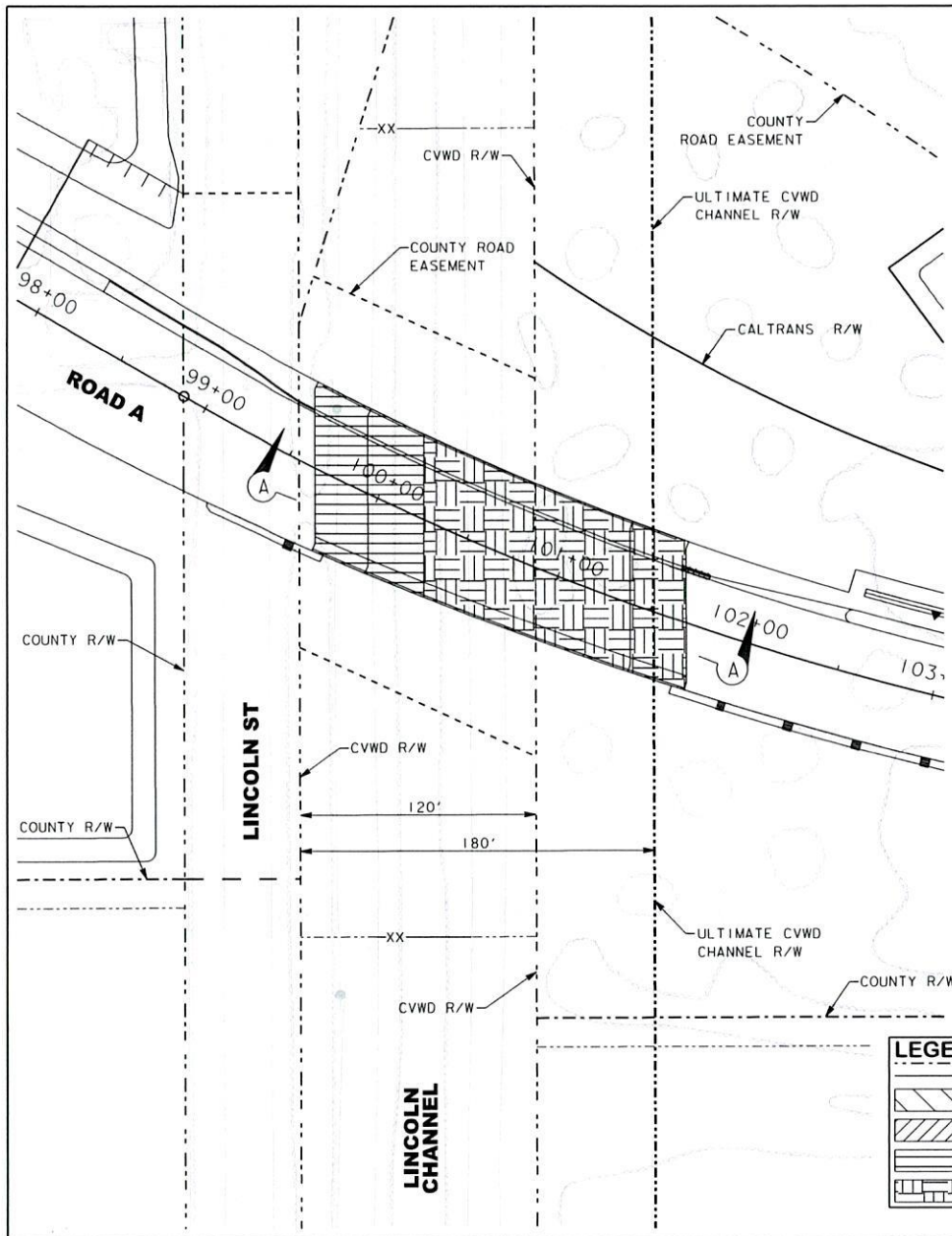
<u>Improvement</u>	<u>Estimated Cost</u>
District 30" Water Pipeline Facilities	\$ 2,520,000
District Bridge Facilities	\$ 2,960,000
District 12" Irrigation Facilities	\$ 120,000
Total Estimated Cost (Subtotal):	\$ 5,600,000
Deposit amount (90%)	\$ 5,040,000

Notes

Agreement totals shall be revised to include only the items of work selected by CVWD after opening of bids by County. A revised Exhibit "E" shall be prepared and mutually agreed-upon by signature of staff of both parties and kept on file with the Clerk of the Board and the CVWD Board of Directors.

County Costs for relocations for which CVWD has superior rights shall be included in a separate Utility Agreement between County and CVWD.

EXHIBIT "F"



**LEGEND:**

	EXISTING RIGHT OF WAY/PROPERTY LINE
	PROPOSED IMPROVEMENTS
	RIVERSIDE COUNTY (RESPONSIBILITY OF BRIDGE MAINTENANCE)
	COACHELLA VALLEY WATER DISTRICT (RESPONSIBILITY OF CHANNEL MAINTENANCE)
	RIVERSIDE COUNTY FUNDING OBLIGATION
	COACHELLA VALLEY WATER DISTRICT FUNDING OBLIGATION

**DE DOKKEN ENGINEERING**  
 110 BLUE BAYVINE ROAD, SUITE 200  
 FOLSOM, CA 95630 (916) 858-0642

PROJECT  
**AVE 66 GRADE SEPARATION PROJECT**

AVENUE 66 CROSSING  
 EXHIBIT F

NO SCALE OCTOBER 2019



# EXHIBIT "G"

## UTILITY AGREEMENT

RW 13-5 (REV 12/2016)

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

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.

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

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] 4/23/19  
Name Kristine Bell Valdez Date  
Title Supervising Deputy County Counsel

ATTEST:  
KECIA R. HARPER, Clerk  
By [Signature]  
DEPUTY