

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



**ITEM: 3.26  
(ID # 12069)**

**MEETING DATE:**  
Tuesday, April 21, 2020

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:  
Approval of the Amended Funding Agreement with Sprint PCS Assets, LLC, for the cost of the relocation of existing communication and electrical facilities for the Interstate 15 and Limonite Avenue Interchange Project in the Eastvale and Jurupa Valley area. District 2. [\$105,653.00 Total Cost - Local Funds 100%]

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

1. Approve Amended Funding Agreement between the County of Riverside and the Sprint PCS Assets, LLC for the cost of the relocation of existing communication and electrical facilities, which were in conflict with the Interstate 15 and Limonite Avenue Interchange Project in the Eastvale and Jurupa Valley area; and
2. Authorize the Chairman of the Board to execute the Amended Funding Agreement on behalf of the County.

**ACTION:**Policy

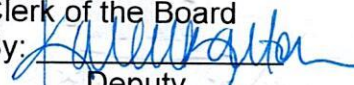
  
Patricia Romo, Director of Transportation 4/21/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: April 21, 2020  
xc: Transp.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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>	\$ 105,653.00	\$ 0	\$ 105,653.00	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Local Funds – Mira Loma RBBB (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20	

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

**BACKGROUND:**

**Summary**

The Riverside County Transportation Department is the lead agency for the construction of the interchange improvements at Interstate 15 and Limonite Avenue, in the Cities of Jurupa Valley and Eastvale. The interchange was opened to traffic at the end of 2019 and the contractor is working on completing the landscaping and other minor items.

On February 12, 2018, the Director of Transportation executed the Funding Agreement No. 23709 (Exhibit A) with Sprint PCS Assets, LLC (Sprint PCS) for the relocation of electrical cell tower facilities which were in conflict with the project improvements in the amount of \$72,000.00, under authority granted by the Board on June 30, 2009 (Agenda Item 3.61). The Funding Utility Agreement provided for the relocation of the work for which the County (55%) and Owner (45%) are responsible, pursuant to the requirements of the Freeway Master Contract between Sprint PCS and the State of California Department of Transportation, with which the County must comply.

The terms of Funding Agreement No. 23709 required that Sprint PCS be compensated for actual cost of work completed on the aforementioned project. Due to unanticipated field work resulting from schedule constraints and additional connection fees, which helped accommodate work performed by SCE, the final cost to the County is \$105,653. The Funding Agreement provides that if the final bill exceeds the estimated cost of the Agreement, that documentation for the cost increase must be provided and approved by the County. Sprint PCS provided supporting documentation to justify the cost increase to the County and Transportation staff has reviewed the documentation and concurs with the justification and recommends approval of the final billing. The work was completed in accordance with plans prepared by Sprint PCS.

Project No: A3-0393

**Environmental Impacts**

Sprint PCS Assets relocated existing facilities work including 613 feet of Sprint electrical service located within the Interstate 15 and Limonite Avenue Interchange Improvements Project's footprint, analyzed under that particular environmental document referenced below.

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

By Minute Order dated June 21, 2016 (Agenda Item 3.71), the Riverside County Board of Supervisors adopted the California Environmental Quality Act (CEQA) Initial Study with Mitigated Negative Declaration for the Interstate 15 and Limonite Avenue Interchange Improvements Project. The CEQA Notice of Determination was posted with the Riverside County Clerk's Office on June 21, 2016 and the 35-day posting period expired on July 29, 2016. A Caltrans NEPA Exclusion Determination Form was signed on 3/3/16.

Therefore, the approval of Funding Utility Agreement is an action in furtherance of the interchange improvement project, and nothing further is required for CEQA compliance.

**Impact on Residents and Businesses**

The Limonite Interchange was opened to traffic this year and has improved the efficiency of travel for the community using the interchange.

**Additional Fiscal Information**

All work was 100% funded by RBBB Mira Loma local funds.

**Contract History and Price Reasonableness**

The increased costs have been reviewed by the Transportation Department in consultation with Sprint PCS and determined to be appropriate.

**Attachments**

- I-15 Limonite Interchange Vicinity Map
- Exhibit A - Limonite Interchange I-15 Funding Agreement No. 23709
- Exhibit B - Limonite Interchange Cost Summary invoices
- Exhibit C - Limonite Interchange Final Invoice
- Exhibit D - Amendment to Funding Agreement No. 23709



Jason Farin, Senior Management Analyst

4/14/2020



Gregory L. Priamos, Director County Counsel

4/8/2020



Kristine Bell-Valdez, Supervising Deputy County Counsel

4/7/2020

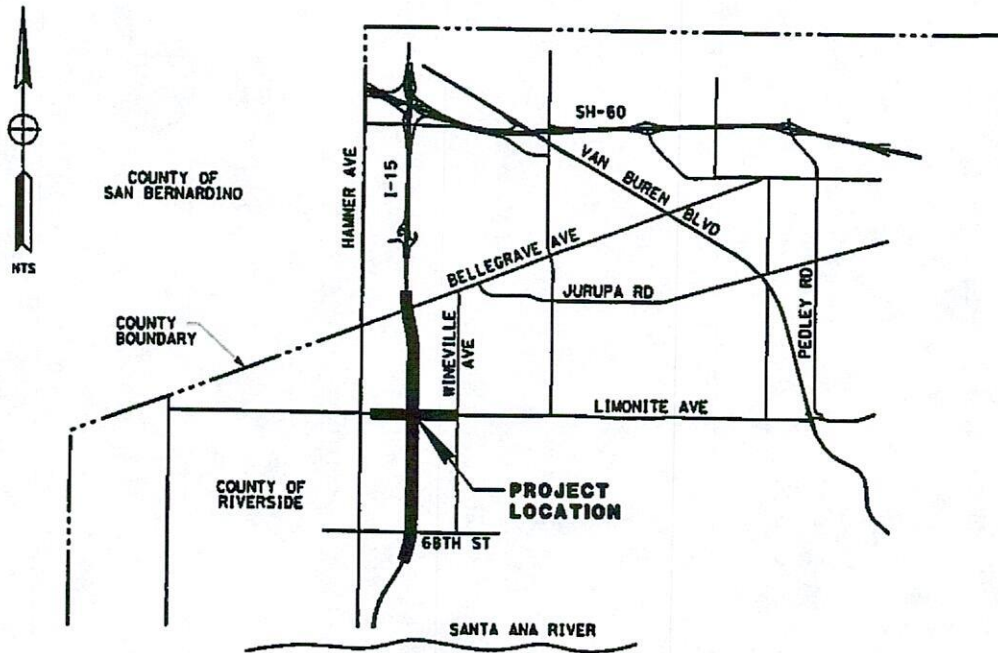
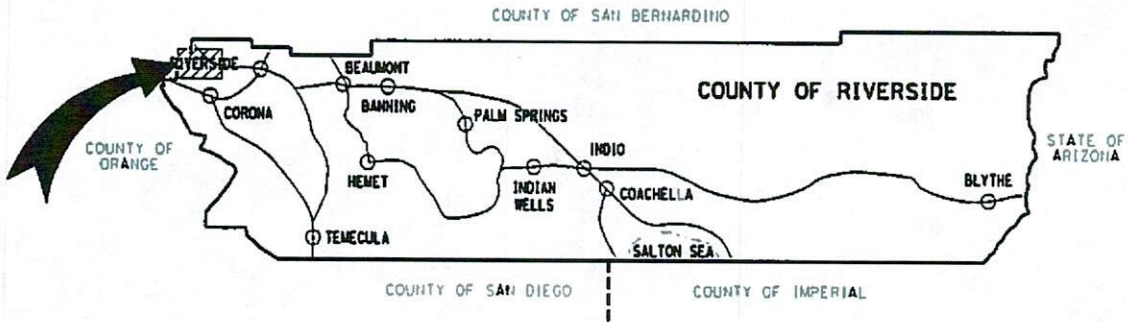


Cynthia M. Guarez, Chief Deputy County Counsel

4/8/2020

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

LIMONITE AVE AT INTERSTATE 15  
INTERCHANGE IMPROVEMENTS  
IN THE CITY OF EASTVALE AND THE CITY OF JURUPA VALLEY  
PROJECT No. A3-0393



**VICINITY MAP**  
TOWNSHIP 28 RANGE 8W SECTION 19/30  
COUNTY ROAD BOOK PAGE No. 14E

**FUNDING AGREEMENT**

District 08	County RIVERSIDE	Route I-15	Post Mile 46.7-49.7	Project ID EA 0E1500
Federal Aid Number N A		Owner's File Number		
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"/>		
<b>FUNDING AGREEMENT NO. 23709</b>			<b>DATE: 02/12/18</b>	

The County of Riverside, acting by and through the Transportation Department, representing the City of Eastvale and the City of Jurupa Valley, hereinafter called "COUNTY", in cooperation with Caltrans, herein called "STATE", proposes to construct the I-15 Limonite Avenue Interchange Project.

and

Sprint PCS Assets, L.L.C., a Delaware limited liability company, 6591 Irvine Center Drive, Suite 100, Irvine, CA 92618, 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. 23709 dated 02/12/18, OWNER shall relocate existing electrical and communication facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No. LAC692 dated 10/30/17 consisting of five sheets, a copy of which is on file in the County office of the Transportation Department at 3525 14<sup>th</sup> 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 55% COUNTY expense and 45% OWNER expense in accordance with the following proration: 613 feet of Sprint electric service lines conflicts with the project improvements; of this 613 feet, 339 feet lies within private property of which Sprint has a ground lease agreement, and 273 feet of said service lines are within State of California Property. Additional communication lines will be relocated at 100% COUNTY expense pursuant to the existing lines being located within private property of which Sprint has a ground lease agreement.

**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.

FUNDING AGREEMENT NO. 23709

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 7.08.17 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 under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

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

FUNDING AGREEMENT NO. 23709

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 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.

FUNDING AGREEMENT NO. 23709

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 \$72,000.00

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: SPRINT CELLULAR

By [Signature] 3-6-2018  
Name Fatty Perno Date  
Title Director

By [Signature] 2/27/18  
Name Deborah Howard Date  
Title Manager, Site Development  
Site ID: RV03XC014

APPROVAL RECOMMENDED:

By \_\_\_\_\_  
Name \_\_\_\_\_ Date  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_ Date  
Title \_\_\_\_\_

ATTEST:

Clerk of the Board

ATTEST:

(TITLE)

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By [Signature] 3/6/18

By \_\_\_\_\_



**A3-0393 Limonite at Interstate 15 Project**

County (55%) and Owner (45%) are responsible, pursuant to the requirements of the Freeway Master Contract between Sprint PCS and the State of California Department of Transportation.

<b>PO Number</b>	<b>Amount</b>	<b>Sprint PCS (45%) Share</b>	<b>County (55%) Share</b>
0010778834	\$92,600.00	\$41,670.00	\$50,930.00
0010574378	\$8,741.00	\$3,933	\$4,808
0011105053	\$82,700.00	\$37,215	\$45,485
0011137287	\$8,056.10	\$3,625	\$4,431
<b>TOTAL</b>		<b>\$86,444</b>	<b><u>\$105,653</u></b>

**County of Riverside Total Cost Share Amount \$105,653.00**

Purchase Order

PO Number - 0010778834



NexTel Systems LLC, an indirect subsidiary of Sprint Corp

6450 SPRINT PKWY  
OVERLAND PARK KS 66251 USA

Supplier: 0000274130  
MOTIVE ENERGY TELECOMMUNICATIONS GROUP INC  
125 E COMMERCIAL ST STE B  
ANAHEIM CA 92801-1217 USA

Purchase Order 0010778834	Date 08/23/2018	Revision	Page 1
Payment Terms N60	Freight Terms FOB Origin	Ship Via Routine Car	
Buyer Jill Quest	Buyer Phone 000-000-0000	Currency USD	
Requester John Rogers	Phone		

Order# RV03XC014  
RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

Business Unit: 085  
Requisition# 0002787055

BNI To: Sprint/NexTel Systems LLC  
PO BOX 63670  
PHOENIX AZ 85082 USA

Reference# RV03XC014 Fr  
Mark Package:

Install At: RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

Tax Exempt? Y Tax Exempt ID: RESALE

Line	Vendor Item Id	Item Description	Int Item Id	Mfg ID	Mfr Item Id	Quantity	UOM	PO Price	Extended Amt	Due Date
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SITE RV03XC014  
QUOTE DATE 04/10/2018

THE TERMS AND CONDITIONS GOVERNING THIS TRANSACTION SHALL BE IN ACCORDANCE WITH THE MASTER CONSTRUCTION SERVICES AGREEMENT, 2016OCT28MOTI\_MCSA DATED OCTOBER 28, 2016 BETWEEN SPRINT UNITED MANAGEMENT COMPANY AND MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC. THE INITIAL TERM OF THE AGREEMENT IS 3 YEARS AND AUTOMATICALLY RENEWS ON A MONTH TO MONTH BASIS THEREAFTER. PAY TERMS ARE NET 60 DAYS FROM RECEIPT OF SUPPLIERS INVOICE TO SPRINT.

SUPPLIER MUST PROVIDE A PAYMENT BOND, IN ACCORDANCE WITH THE BOND REQUIREMENTS STATED IN THE MASTER CONSTRUCTION SERVICES AGREEMENT (MCSA) WITHIN 15 DAYS AFTER RECEIPT OF THIS PURCHASE ORDER, AND BEFORE BEGINNING ANY WORK. EACH PAYMENT BOND MUST BE IN AN AMOUNT EQUAL TO THE AMOUNT OF THE PURCHASE ORDER ISSUED, UNLESS A SINGLE BOND, IN THE AMOUNT OF \$3,000,000.00 (OR THE AMOUNT SET FORTH IN YOUR MCSA) IS ALREADY IN PLACE THAT COVERS ALL WORK ISSUED UNDER THE AGREEMENT. SUPPLIER WILL SEND A COPY OF THIS PAYMENT BOND TO THE SPRINT PROJECT MANAGER AND TO THE SPRINT CERTIFICATE OF INSURANCE EMAIL BOX, CERTIFICATEOFINSURANCE@SPRINT.COM. NOTWITHSTANDING THE ABOVE, AN AIA FORM BOND IS NOT ACCEPTABLE TO SPRINT.

1	Labor - Electrical Services - Labor to upgrade existing 100 Amp service to 200 Amp service. Includes the installation of meter pedestal, conduit, wire, and miscellaneous material.	1.00	EA	32,395.00	32,395.00	07/25/2019
2	Materials - Electrical Materials - Material to upgrade from 100 Amp service to 200 Amp service. Includes meter pedestal, conduit, wire, and miscellaneous material.	1.00	EA	23,965.00	23,965.00	07/25/2019
3	Labor - Install Backhaul Entrance and Fiber - Labor to install Charter communications conduit within Sprint power trench. Includes the installation of vaults, conduit, and innerduct.	1.00	EA	15,750.00	15,750.00	07/25/2019

This PO is subject to the terms and conditions of the referenced Master Agreement between the parties. If no Master Agreement exists, the Sprint PO Terms and Conditions will apply. Contact the Buyer listed on this PO to obtain a copy. Supplier must include the Purchase Order number listed above on all shipping papers, invoices and other documents and correspondence relating to this Purchase Order. Supplier must direct all shipping/routing inquiries to Sprint Transportation Group at SCMTTransportation@sprint.com. Supplier must direct all invoice inquiries to Sprint Vendor Services 888-283-4636.

Authorized Signature





**Purchase Order**

**PO Number - 0010778834**

6450 SPRINT PKWY  
OVERLAND PARK KS 66251 USA

Supplier: 0000274130  
MOTIVE ENERGY TELECOMMUNICATIONS  
INC  
125 E COMMERCIAL ST STE B  
ANAHEIM CA 92801-1217 USA

Business Unit: 085  
Requisition#: 0002787055  
Reference#: RV03XC014-Fr  
Mark Package:

Purchase Order 0010778834	Date 08/23/2018	Revision	Page 2
Payment Terms N60	Freight Terms FOB Origin	Ship Via Routing Cn	
Buyer Jill Quest	Buyer Phone 000-000-0000	Currency USD	
Requestor John Rogers	Phone		

Ship To: RV03XC014  
RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

Bill To: Sprint/Nextel Systems LLC  
PO BOX 63670  
PHOENIX AZ 85082 USA

Install At: RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

Tax Exempt? Y Tax Exempt ID: RETSALE

Line	Vndr Item Id	Int Item Id	Mfg ID	Mfg Item Id	Quantity	UOM	PO Price	Extended Amt	Due Date
4					1.00	EA	16,115.00	16,115.00	07/25/2019
Materials - Backhaul and Entrance Fiber - Material to install Charter communications conduit within Sprint power trench. Includes the vaults, conduit, and instruments.									
5					1.00	EA	4,375.00	4,375.00	07/25/2019
Other - Equipment Rentals									

**Total PO Amount** 92,600.00

This PO is subject to the terms and conditions of the referenced Master Agreement between the parties. If no Master Agreement exists, the Sprint PO Terms and Conditions will apply. Contact the Buyer listed on this PO to obtain a copy. Supplier must include the Purchase Order number listed above on all shipping papers, invoices and other documents and correspondence relating to this Purchase Order. Supplier must direct all shipping/routing inquiries to Sprint Transportation Group at SCNTransportation@sprint.com. Supplier must direct all invoice inquiries to Sprint Vendor Services 888-283-4636.

**Authorized Signature**





**Purchase Order**

**PO Number - 0010574378**

**6450 SPRINT PKWY  
OVERLAND PARK KS 66251 USA**

**Supplier: 0000229293  
PRESCOTT COMMUNICATIONS INC  
10640 SEPULVEDA BLVD STE 1  
MISSION HILLS CA 91345-1919 USA  
Fax: 818/898-9186**

**Business Unit: 085  
Requisition# 0002731116**

**Reference# RV03XC014-Sc  
Mark Package:**

<b>Purchase Order</b> 0010574378	<b>Date</b> 04/25/2018	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> 2/15 N60	<b>Freight Terms</b> FOB Origin	<b>Ship Via</b> Routing Co	
<b>Buyer</b> David M Brooks	<b>Buyer Phone</b> 7035928084	<b>Currency</b> USD	
<b>Requestor</b> John Rogers	<b>Phone</b>		

**Ship To:** RV03XC014  
RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

**Bill To:** Sprint/Nextel Systems LLC  
PO BOX 63670  
PHOENIX AZ 85082 USA

**Install At:** RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

**Tax Exempt? Y Tax Exempt ID: RESALE**

Line	Vndr Item Id	Description	Int Item Id	Mfg ID	Mfr Item Id	Quantity	UOM	PO Price	Extended Amt	Due Date
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**REF SPRINT CELL SITE CONSTRUCTION SERVICES QUOTE  
DATE 4/10/18  
Site RV03XC014**

**THIS PO IS GOVERNED BY THE TERMS & CONDITIONS OF MASTER SERVICES AGREEMENT# 2017AUG25PRFS EFFECTIVE AUGUST 25, 2017 BETWEEN SPRINT/UNITED MANAGEMENT COMPANY AND PRESCOTT COMMUNICATIONS, INC d/b/a CABLE ENGINEERING SERVICES.**

**SPRINT WILL PAY UNDISPUTED AMOUNTS WITHIN 60 DAYS AFTER RECEIVING SUPPLIER'S INVOICE. ADDITIONALLY, SPRINT WILL RECEIVE A 2 PERCENT DISCOUNT AGAINST THE UNDISPUTED AMOUNT OF ANY SUPPLIER INVOICE IF PAYMENT IS MADE ON THE UNDISPUTED AMOUNT WITHIN 15 BUSINESS DAYS AFTER SPRINT RECEIVES SUPPLIER'S INVOICE.**

**SUPPLIER MUST PROVIDE A PAYMENT BOND, IN ACCORDANCE WITH THE BOND REQUIREMENTS STATED IN THE MASTER CONSTRUCTION SERVICES AGREEMENT (MCSA), WITHIN 15 DAYS AFTER RECEIPT OF THIS PURCHASE ORDER, AND BEFORE BEGINNING ANY WORK. EACH PAYMENT BOND MUST BE IN AN AMOUNT EQUAL TO THE AMOUNT OF THE PURCHASE ORDER ISSUED, UNLESS A SINGLE BOND, IN THE AMOUNT OF \$3,000,000.00 (OR THE AMOUNT SET FORTH IN YOUR MCSA) IS ALREADY IN PLACE THAT COVERS ALL WORK ISSUED UNDER THE AGREEMENT. SUPPLIER WILL SEND A COPY OF THIS PAYMENT BOND TO THE SPRINT PROJECT MANAGER AND TO THE SPRINT CERTIFICATE OF INSURANCE EMAIL BOX CERTIFICATEOFINSURANCE@SPRINT.COM. NOTWITHSTANDING THE ABOVE, AN AIA FORM OF PAYMENT BOND IS NOT ACCEPTABLE TO SPRINT.**

1		Labor - Construction Drawings				1.00	EA	2,700.00	2,700.00	04/23/2019
2		Labor - Permits - Cal-Trans Encroachment Permit				1.00	EA	1,700.00	1,700.00	04/23/2019
3		Other - Utility Coordination				1.00	EA	1,200.00	1,200.00	04/23/2019
4		Labor - Inspections, 3rd Party, Close-Out - Construction Management				1.00	EA	2,805.00	2,805.00	04/23/2019

**This PO is subject to the terms and conditions of the referenced Master Agreement between the parties. If no Master Agreement exists, the Sprint PO Terms and Conditions will apply. Contact the Buyer listed on this PO to obtain a copy. Supplier must include the Purchase Order number listed above on all shipping papers, invoices and other documents and correspondence relating to this Purchase Order. Supplier must direct all shipping/routing inquiries to Sprint Transportation Group at SCMTransportation@sprint.com. Supplier must direct all invoice inquiries to Sprint Vendor Services 888-283-4636**

**Authorized Signature**



**Purchase Order**

**PO Number - 0010574378**

6450 SPRINT PKWY  
OVERLAND PARK KS 66251 USA

Supplier: 0000229293  
PRESCOTT COMMUNICATIONS INC  
10640 SEPULVEDA BLVD STE 1  
MISSION HILLS CA 91345-1919 USA  
Fax: 818/898-9186

Business Unit: 085  
Requisition#: 0002731116  
Reference#: RV03XC014-5e  
Mark Package:

Purchase Order 0010574378	Date 04/25/2018	Revision	Page 2
Payment Terms 2/15 N60	Freight Terms FOB Origin	Ship Via Routing Cn	
Buyer David M Brooks	Buyer Phone 7035928084	Currency USD	
Requestor John Rogers	Phone		

Ship To: RV03XC014  
RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

Bill To: Sprint/Nextel Systems LLC  
PO BOX 63670  
PHOENIX AZ 85082 USA

Install At: RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

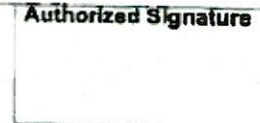
Tax Exempt? Y Tax Exempt ID: RESALE

Line	Vndr Item Id	Int Item Id	Mfg ID	Mfr Item Id	Quantity	UOM	PO Price	Extended Amt	Due Date
5					1.00	EA	336.00	336.00	04/23/2019
Labor - Construction Drawings - Electrical Single Line Design									

Total PO Amount 8,741.00

This PO is subject to the terms and conditions of the referenced Master Agreement between the parties. If no Master Agreement exists, the Sprint PO Terms and Conditions will apply. Contact the Buyer listed on this PO to obtain a copy. Supplier must include the Purchase Order number listed above on all shipping papers, invoices and other documents and correspondence relating to this Purchase Order. Supplier must direct all shipping/routing inquiries to Sprint Transportation Group at SCMTransportation@sprint.com. Supplier must direct all invoice inquiries to Sprint Vendor Services 888-283-4636

Authorized Signature





**Purchase Order**

**PO Number - 0011105053**

**6450 SPRINT PKWY  
OVERLAND PARK KS 66251 USA**

**Supplier: 0000274130  
MOTIVE ENERGY TELECOMMUNICATIONS GROUP INC  
125 E COMMERCIAL ST STE B  
ANAHEIM CA 92801-1217 USA**

**Business Unit: 085  
Requisition# 0002894070  
Reference# RVDJXC014-SC  
Mark Package:**

<b>Purchase Order</b> 0011105053	<b>Date</b> 05/22/2019	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET	<b>Freight Terms</b> FOB Origin	<b>Ship Via</b> Routing Cl	
<b>Buyer</b> Amanda Duncan-matney	<b>Buyer Phone</b> 9133156082	<b>Currency</b> USD	
<b>Requestor</b> Jon Franklin	<b>Phone</b>		

**Ship To:**  
RVDJXC014  
RVDJXC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

**Bill To:**  
Sprint/Nextel Systems LLC  
PO BOX 63670  
PHOENIX AZ 85082 USA

**Install At:**  
RVDJXC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

**Tax Exempt? Y Tax Exempt ID: RESALE**

Line	Vndr Item Id	Int Item Id	Mfg ID	Mfg Item Id	Quantity	UOM	PO Price	Extended Amt	Due Date
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**THE TERMS AND CONDITIONS GOVERNING THIS TRANSACTION SHALL BE IN ACCORDANCE WITH THE MASTER CONSTRUCTION SERVICES AGREEMENT; 3016OCT28MOT1\_MCSA DATED OCTOBER 28, 2016 BETWEEN SPRINT UNITED MANAGEMENT COMPANY AND MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC**

**PRICING AND SCOPE PER MOTIVE ENERGY PROPOSAL (QUOTE 1) DATED 4/25/19 FOR MIRA LOMA, CA.**

1	Materials-SCE Materials includes 10% mark up				1.00	EA	31,875.66	31,875.66	04/25/2020
2	Labor-SCE Labor includes 10% mark up				1.00	EA	47,324.34	47,324.34	04/25/2020
3	Rental-Standby Generator				1.00	EA	3,000.00	3,000.00	04/25/2020
4	Labor-Labor to set and hook up Generator for 8 hours or less cutover				1.00	EA	500.00	500.00	04/25/2020

**Total PO Amount** 82,700.00

**This PO is subject to the terms and conditions of the referenced Master Agreement between the parties. If no Master Agreement exists, the Sprint PO Terms and Conditions will apply. Contact the Buyer listed on this PO to obtain a copy. Supplier must include the Purchase Order number listed above on all shipping papers, invoices and other documents and correspondence relating to this Purchase Order. Supplier must direct all shipping/routing inquiries to Sprint Transportation Group at SCMTransportation@sprint.com. Supplier must direct all invoice inquiries to Sprint Vendor Services 888-283-4636.**

**Authorized Signature**

*(Signature area)*



Nextel Systems LLC, an indirect subsidiary of Sprint Corp.

6450 SPRINT PKWY  
OVERLAND PARK KS 66251 USA

Supplier: 0000274130  
MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC  
125 E COMMERCIAL ST STE B  
ANAHEIM CA 92801-1217 USA

Business Unit: 085  
Requisition#: 0001902524  
Reference#: RV03XC014-SC  
Mark Package:

### Purchase Order

PO Number - 0011137287

Purchase Order 0011137287	Date 06/26/2019	Revision	Page 1
Payment Terms Net 60	Freight Terms FOB Origin	Ship Via Routing Co	
Buyer Jill Ouse	Buyer Phone 000/000-0000	Currency USD	
Requestor Jon Franklin	Phone		

RV03XC014  
RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

Bill To: Sprint/Nextel Systems LLC  
PO BOX 63670  
PHOENIX AZ 85082 USA

Install At: RV03XC014  
SPRINT PCS  
12085 LIMONITE  
MIRA LOMA CA 92879 USA

Tax Exempt? Y Tax Exempt ID: RESALE

Line	Vndr Item Id	Int Item Id	Mfg ID	Qty Item Id	Quantity	UOM	PO Price	Extended Amt	Due Date
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THE TERMS AND CONDITIONS GOVERNING THIS TRANSACTION SHALL BE IN ACCORDANCE WITH THE MASTER CONSTRUCTION SERVICES AGREEMENT; 2016OCT28MOTI\_MCSA DATED OCTOBER 28, 2016 BETWEEN SPRINT UNITED MANAGEMENT COMPANY AND MOTIVE ENERGY TELECOMMUNICATIONS GROUP, INC

1	Materials-SCE Materials includes 10 percent mark up				1.00	EA	4,813.76	4,813.76	06/03/2020
2	Labor-SCE Labor includes 10 percent mark up				1.00	EA	3,242.34	3,242.34	06/03/2020

Total PO Amount 8,056.10

This PO is subject to the terms and conditions of the referenced Master Agreement between the parties. If no Master Agreement exists, the Sprint PO Terms and Conditions will apply. Contact the Buyer listed on this PO to obtain a copy. Supplier must include the Purchase Order number listed above on all shipping papers, invoices and other documents and correspondence relating to this Purchase Order. Supplier must direct all shipping/routing inquiries to Sprint Transportation Group at [SCMtransportation@sprint.com](mailto:SCMtransportation@sprint.com). Supplier must direct all invoice inquiries to Sprint Vendor Services 888-283-4636

Authorized Signature





INVOICE

Bill To:
CO OF RIVERSIDE TRANSPORTATION DEPT
JESSE MENDOZA
3525 14TH STREET
RIVERSIDE CA 92501

Page : 1
Invoice No: MIS-138745
Invoice Date: 08/21/2019
Customer ID: NCB14902
Payment Terms: Net45
Due Date: 10/05/2019
Purchase Order:
Order Number:

Ship To:

Please Remit To:
Sprint
PO Box 871197
Kansas City MO 64187-1197

AMOUNT DUE: \$105,653.00

\$ \_\_\_\_\_
Amount Remitted

For billing questions, please call 949-748-3214 J ROGERS

Table with 7 columns: Line, Identifier, Description, Quantity, UOM, Unit Amt, Net Amount. Row 1: REIMBURSE SPRINT, FUNDING AGREEMENT 23709, 1, EA, 105,653.00, 105,653.00. Includes subtotal and total amount due.



**FUNDING AGREEMENT**

District 08	County RIVERSIDE	Route I-15	Post Mile 46.7-49.7	Project ID EA 0E1500
Federal Aid Number N/A		Owner's File Number		
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"/>				
<b>AMENDMENT TO FUNDING AGREEMENT NO. 23709</b>				

The County of Riverside, acting by and through the Transportation Department, representing the City of Eastvale and the City of Jurupa Valley, hereinafter called "COUNTY", in cooperation with Caltrans, herein called "STATE", proposes to construct the I-15/Limonite Avenue Interchange Project,

and

Sprint PCS Assets, L.L.C., a Delaware limited liability company, 6591 Irvine Center Drive, Suite 100, Irvine, CA 92618, 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. 23709 dated 02/12/18, OWNER shall relocate existing electrical and communication facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No. LAC692 dated 10/30/17 consisting of five sheets, a copy of which is on file in the County office of the Transportation Department at 3525 14<sup>th</sup> 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 55% COUNTY expense and 45% OWNER expense in accordance with the following proration: 613 feet of Sprint electric service lines conflicts with the project improvements; of this 613 feet, 339 feet lies within private property of which Sprint has a ground lease agreement, and 273 feet of said service lines are within State of California Property. Additional communication lines will be relocated at 100% COUNTY expense pursuant to the existing lines being located within private property of which Sprint has a ground lease agreement.

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.

APR 21 2020 3.26

AMENDMENT TO FUNDING  
AGREEMENT NO. 23709

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 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

AMENDMENT TO FUNDING AGREEMENT NO. 23709
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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 7/08/17 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 under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

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.

AMENDMENT TO FUNDING AGREEMENT NO. 23709

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 ACTUAL COST TO THE COUNTY FOR THE ABOVE DESCRIBED WORK IS \$105,653.00

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: SPRINT CELLULAR

By [Signature] APR 21 2020  
Name V. MANUEL PEREZ Date  
Title Chairman

By [Signature] 4/1/2020  
Name Deborah Howard Date  
Title Manager, Site Development

APPROVAL RECOMMENDED:

By \_\_\_\_\_  
Name \_\_\_\_\_ Date  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_ Date  
Title \_\_\_\_\_

ATTEST:

Clerk of the Board

ATTEST:

(TITLE)

By [Signature], Deputy

By \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By [Signature]

By \_\_\_\_\_