

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



ITEM: 3.40
(ID # 20492)

MEETING DATE:
Tuesday, April 18, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT/TRANSPORTATION: Approval of Amendment No. 1 to the Utility Agreement No. 23889 with the Imperial Irrigation District for the Avenue 66 Grade Separation Project in the Community of Mecca Project Nos. B8-0664 and STPTCIFL 5956 (221). FY 22-23. District 4. [\$151,808 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Utility Agreement No. 23889 with Imperial Irrigation District (IID) for the Avenue 66 Grade Separation Project in the Community of Mecca in the amount of \$1,416,008. The remaining balance to be paid by County of Riverside (County) to IID under Amendment No. 1 based on the percentage breakdown of 48% County and 52% IID is \$151,808 and authorize the Chair of the Board to execute Amendment No. 1 to the Utility Agreement on behalf of County.

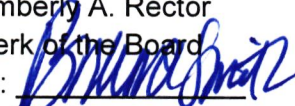
ACTION:Policy


Mark Lancaster, Director of Transportation 3/30/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: April 18, 2023
xc: Trans.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 151,808	\$ 0	\$ 151,808	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/HUTA (25%) and Coachella Valley Association of Governments (CVAG) (75%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The railroad grade separation project provides for the construction of a bridge structure to elevate Avenue 66 over Union Pacific Railroad (UPRR) tracks, State Route-111, Hammond Road, and the Lincoln Storm Control Channel. The project will improve motorist safety by separating vehicular traffic from rail traffic.

On April 30, 2019 (Item 3.37), the Board of Supervisors executed Utility Agreement No.23889 with IID. in accordance with Notice to Owner No. 23889 dated 2/12/19. IID relocated existing electrical facilities in conflict with the proposed project. The work was performed in accordance with IID's plan No's 4026007 and 4026008.

As the work progressed, unforeseen issues were identified in the field that required changes in the scope of work for both County's contractor and IID which led to additional incurred cost. The additional work included: 1. Construction costs were originally estimated in 2018 and were based upon preliminary design only; 2. Construction timelines were compressed to meet the construction schedule; 3. Delays in procurement of long lead item steel poles in response to slow down caused by the COVID-19 pandemic; 4. Two shoofly structures were required to maintain system reliability and were not completed in the original scope of work; and 5. Unforeseen field conditions were identified and the design adjusted during construction. The additional cost in Amendment No. 1 is broken down according to the percentage agreed upon in the original Utility Agreement No. 23889 at 52% IID, and 48% County. The final cost owed by the County to IID for the additional work is \$151,808.

IID approved Amendment No.1 to the Utility Agreement on March 13, 2023.

Project No. B8-0664

Impact on Citizens and Businesses

The Avenue 66 Grade Separation project provides a separation between roadway and train traffic. This allows for an uninterrupted flow for motorists, pedestrians, bicycle, and emergency

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

vehicles at the crossing. The electrical work was completed December 31, 2021 enabling opening of the roadway to the public in March 2022.

SUPPLEMENTAL:

Additional Fiscal Information

Original Utility Agreement	\$2,718,043
Amendment No. 1 to Utility Agreement	\$1,416,008
Total Amended Contract:	\$4,134,051
Total County Responsibility (52%)	\$2,149,707
Total IID Responsibility (48%)	\$1,984,345

Exhibit C: Cost Summary provides the fiscal responsibilities for County and IID. Table 1A shows County's responsibility:

TABLE 1A - PAYMENT STATUS				
County Cost Participation	County Payments to IID	County Payments to its Contractor	Total Paid by County	Pending Payment from County to IID
\$ 2,149,707	\$ 1,501,408	\$ 496,490	\$ 1,997,898	\$ 151,808

Of the \$ 2,149,707 County participation under approved Utility Agreement No. 23889 (Exhibit A), county reimbursed \$ 1,501,408 to IID. Additionally, the County paid \$ 496,490 directly to its construction contractor to perform underground and other work in support of IID electrical relocations. The total remaining due from County to IID authorized under this amendment is \$ 151,808.

This amendment is funded by Gas Tax/HUTA and Coachella Valley Association of Governments (CVAG). There are no General Funds used in this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

- Amendment No.1 to Utility Agreement
- Utility Agreement Exhibit A
- Change in Scope of Work Exhibit B
- Amendment No.1 Total Cost Summary Exhibit C
- Vicinity Map Exhibit D

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


Jason Farin, Principal Management Analyst 4/11/2023


Aaron Gettis, Deputy County Counsel 4/6/2023

**AMENDMENT NO. 1 TO
UTILITY AGREEMENT NO. 23889
AVENUE 66
AT SR-111 AND UNION PACIFIC RAILROAD
GRADE SPERATION PROJECT
COMMUNITY OF MECCA**

This Amendment No. 1 to Utility Agreement No. 23889 ("Amendment No. 1") is made and entered into this 18th day of April, 2023, by and between the County of Riverside, a political subdivision of the State of California (hereafter referred to as "COUNTY") and IMPERIAL IRRIGATION DISTRICT, an irrigation district formed under the Water Code of the State of California (hereafter referred to as "IID"), is hereby amended as set forth below:

WHEREAS, County and IID have entered into that certain Utility Agreement No. 23889 dated as of February 19, 2019, which Agreement sets forth the terms and conditions pursuant to which IID has facilities needing relocation to accommodate COUNTY's construction of Avenue 66 Grade Separation in the community of Mecca, California, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement").

WHEREAS, the total cost to perform the scope of work in the Agreement was estimated originally to be \$2,718,043, and the County and IID agreed to a cost allocation of 52% (\$1,413,382) to the County and 48% (\$1,304,661) to IID;

WHEREAS, in the performance of said work, increased scope of work over and above those estimated at the time of the execution of the aforementioned Agreement were incurred due to unforeseen issues that arose following the commencement of construction which caused delays and increased the project costs. Those issues included, but were not limited to: (1) construction costs were originally estimated in 2018 and were based upon preliminary design only; (2) construction timelines were compressed to meet the construction schedule; (3) delays in procurement of long lead item steel poles in response to slowdown caused by the COVID-19 pandemic; (4) two shoofly structures were required to maintain system reliability and were not contemplated in the original scope of work; and (5) unforeseen field conditions were identified during construction;

WHEREAS, the unforeseen issues have increased the project cost from \$2,718,043 to \$4,134,051 through the date of this Amendment No. 1;

WHEREAS, pursuant to Section IV of the Agreement (Exhibit A), County and IID entered into an interim letter agreement dated May 21, 2021, and executed by County on June 3, 2021, a copy of which is attached as Exhibit B, which identified scope changes due to the unforeseen field conditions identified hereabove, and in which County acknowledged additional project costs of \$1,416,008, and agreed to pay its allocation of 52% (\$2,149,707);

WHEREAS, the current total additional identified project cost is \$1,416,008 (which includes the change orders 001 through 006 of \$324,719 paid by IID to its contractor and the additional costs of \$1,091,289 that have been incurred for the reasons explained hereabove) out of which \$496,490 were paid by the County to its contractor and, based upon the agreed-upon cost allocation of 48% IID and 52% County, the County is responsible for a cost reimbursement to IID as in the amount of \$736,324, based on the aforementioned additional project cost;

WHEREAS, County and IID acknowledge that construction activities were completed on December 31, 2021 and that numbers herein presented are a result of the true up to actual costs, and should be final;

WHEREAS, County and IID desire to amend the Agreement to reflect the updated project costs required to complete the identified scope of work;

NOW, THEREFORE, County and IID agree as follows:

1. Terms. Unless otherwise defined herein, the terms used in this Amendment No. 1 shall have the meaning as set forth in the Agreement.

2. Estimated Cost. The estimated total cost for the increased project scope is changed from \$2,718,043 to \$4,134,051.

3. Liability for Work. The Parties agree that liability for the work will remain unchanged and be allocated 52% County and 48% IID. Responsibility for the increased cost of \$4,134,051 (Exhibit C) is now to be borne 52%, or \$2,149,707, by County, and 48%, or \$1,984,345, by IID. From the County share, final true cost of \$2,149,707, the County paid out to IID \$1,501,408 and \$496,490 to undergrounding contractor. The final amount owed to IID by the County will be \$151,808.

4. Governing Law. This Amendment No. 1 and the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

5. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, electronic signature, facsimile signature or an email of a Portable Document Format (PDF) signature, each of which shall be deemed an original, but all of the separate counterparts shall constitute the same agreement.

6. All Other Provisions Remain Unchanged. Except as specifically set forth in this Amendment No. 1, all other provisions of the Utility Agreement No. 23889 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the date last set forth below.

COUNTY:

County of Riverside

By: 

Name: KEVIN JEFFRIES

Title: CHAIR, BOARD OF SUPERVISORS

IID:

Imperial Irrigation District

By: 

Alex Cardenas, President
Board of Directors

APPROVAL RECOMMENDED:

By: 

Name: Stephanie Nelson

Title: Deputy County Counsel

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: 

DEPUTY

EXHIBIT A

UTILITY AGREEMENT

RW 13-5 (REV 12/2016)

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

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

and

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

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 23889 dated 2/12/19, OWNER shall relocate existing electrical facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No's. 4026007 & 4026008 (dated 4/27/18 consisting of 12 sheets, a copy of which is on file in the County office of the Transportation Department at 3525 14th Street, Riverside, CA 92501. Deviations from the OWNER's plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK:

The existing facilities described in Section I above will be relocated at 52% COUNTY expense and 48% OWNER expense in accordance with the following proration: the IID poles located along SR-111 and Lincoln Ave are 100% COUNTY expense and all pole relocations along Hammond Road are 100% OWNER Expense.

III. PERFORMANCE OF WORK:

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by County's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the

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

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK:

The COUNTY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the COUNTY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER."

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by COUNTY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the COUNTY within 360 days after the completion of the work described in Section I above. If the COUNTY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and COUNTY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the COUNTY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the COUNTY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by COUNTY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of COUNTY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. In performing work

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

OWNER, at the present time, does not have sufficient funds available to proceed with the relocation of OWNER's facilities provided for herein. It is estimated that the cost of the work provided for by this Agreement and, as hereinafter set forth, is the sum of \$2,718,043. COUNTY agrees to advance to OWNER the sum of \$1,413,382 to apply to the cost of the work to be undertaken as provided hereinabove. Said sum of \$1,413,382 will be deposited by the COUNTY with OWNER within 45 days after execution of the Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance.

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

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

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of 8/29/18 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing and COUNTY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

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

OWNER shall submit a Notice of Completion to the COUNTY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

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

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

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

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

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: IMPERIAL IRRIGATION DISTRICT

By _____
Name _____ Date _____
Title _____

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

APPROVAL RECOMMENDED:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____

UTILITY AGREEMENT

RW 13-5 (REV 12 2016)

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

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

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It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 23889 dated 2/12/19, OWNER shall relocate existing electrical facilities in conflict the proposed project. All work shall be performed substantially in accordance with OWNER's Plan No's. 4026007 & 4026008 (dated 4/27/18 consisting of 12 sheets, a copy of which is on file in the County office of the Transportation Department at 3525 14th Street, Riverside, CA 92501. Deviations from the OWNER's plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK:

The existing facilities described in Section I above will be relocated at 51.54% COUNTY expense and 48.46% OWNER expense in accordance with the following proration: the IID poles located along SR-111 and Lincoln Ave are 100% COUNTY expense and all pole relocations along Hammond Road are 100% OWNER Expense.

III. PERFORMANCE OF WORK:

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by County's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the

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APR 30 2019 3.37

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

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IV. PAYMENT FOR WORK:

The COUNTY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the COUNTY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER."

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by COUNTY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the COUNTY within 360 days after the completion of the work described in Section I above. If the COUNTY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and COUNTY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the COUNTY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the COUNTY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by COUNTY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of COUNTY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. In performing

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

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

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

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

V. GENERAL CONDITIONS:

All costs accrued by OWNER as a result of COUNTY's request of 8/29/18 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing and COUNTY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

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

OWNER shall submit a Notice of Completion to the COUNTY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

UTILITY AGREEMENT NO. 23889

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

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

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

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

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

COUNTY: COUNTY OF RIVERSIDE

OWNER: IMPERIAL IRRIGATION DISTRICT

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

By _____
Name _____ Date
Title _____

APPROVAL RECOMMENDED:

By [Signature] 4/23/17
Name Kristin Bell Valdez Date
Title Spinning Deputy County Clerk

By _____
Name _____ Date
Title _____

ATTEST:

KECIA R. HARPER, Clerk
By [Signature]
DEPUTY

EXHIBIT B



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May 21, 2021

Mr. Jesse Mendoza,
Utilities Coordinator Capital Project Development,
County of Riverside Transportation Department,

Subject: Utility Agreement N. 23889 - Avenue 66 Bridge Separation Project

Mr. Mendoza:

As you know, Imperial Irrigation District (IID) retained the services of Summit Line Construction (Summit) with respect to Utility Agreement No. 23899 between the County of Riverside and IID for construction of the transmission portion of the work. The original scope of work identified in the Utility Agreement resulted in a bid price of \$1,363,703.62.

The following scope changes occurred during construction:

COR #001-	IB 001 - Expedite project schedule - Saturday work 2/13, 2/20, 2/27	\$ 19,108.47
COR #002-	Stand by Costs 2/25-2/26 due to waterline issue on Hammond Rd	\$ 23,353.73
COR #003-	Stand by Costs 3/1-3/9 due to waterline issue on Hammond Rd.	\$ 79,133.86
COR #004-	Stand by Costs 3/8-3/16 due to waterline issue on Hammond Rd. and CVWD – private property encroachment right of way issues.	\$150,749.65
COR #005-	Stand by Costs 3/29, 3/30 due to telecommunication installation issue	\$ 38,915.25
COR #006-	IB 001 - Expedite project schedule - Saturday work 3/20, 3/27	<u>\$ 13,458.40</u>
Total:		\$324,719.36

Due to changes in scope required because of issues identified as the project progressed, the amount currently owing to Summit is \$1,688,422. The amount of this change order does not exceed the 125% allowed in excess of the estimated cost of the transmission line scope of work in the utility agreement. Because of IID's policy, staff is required to seek board authorization to pay Summit for the expanded scope.

Prior to approval for the additional scope for Summit, the IID board will require an understanding of the cost share between IID and the County with regard to the expanded scope. In that regard, your confirmation that the County agrees it is responsible for the additional sum of \$168,853 for the above change orders (52% cost share as defined in the utility agreement) is appreciated. Please indicate the County's agreement by signing where indicated below and returning a copy of this letter to my attention at your earliest opportunity.



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In addition, per our prior discussion of April 21, 2021, other unplanned costs have been identified that increase the project cost from \$2,718,043 (as identified in the utility agreement), to \$3,938,040 . IID will schedule a separate meeting with the County of Riverside next week to discuss these additional costs. If you have any questions in the interim, please let me know.

Please let me know if you would like to discuss further. Thank you for your courtesy and cooperation.

Respectfully,

Jesse C. Medina

The County of Riverside acknowledges and agrees to an additional sum of \$168,853 as 52% of the change in scope due to Change Orders 001 through 006 identified above as part of the transmission line for Summit Line Construction's scope of work.

County of Riverside

By: 
Authorized Signatory

Date: 6/3/21

EXHIBIT C



AVENUE 66 GRADE SEPARATION PROJECT

TABLE 1 - COST PARTICIPATION				
Utility Agreement	Original Project Cost (UA)	Cost Participation (Share) %	Final Project Cost 11/16/2022	Additional Cost (Amendment No. 1)
Total Amount	\$ 2,718,043	100%	\$ 4,134,051	\$ 1,416,008
CoR Participation	\$ 1,413,382	52%	\$ 2,149,707	\$ 736,324
IID Participation	\$ 1,304,661	48%	\$ 1,984,345	\$ 679,684

TABLE 1A - PAYMENT STATUS				
County Cost Participation	County Payments to IID	County Payments to its Contractor	Total Paid by County	Pending Payment from County to IID
\$ 2,149,707	\$ 1,501,408	\$ 496,490	\$ 1,997,898	\$ 151,808

TABLE 1B - ORIGINAL AND ADDITIONAL COST	
Original Utility Agreement	\$ 2,718,043
CO 001-006*	\$ 324,719
Proj. Additional Cost**	\$ 1,091,289
Total Final Project Cost	\$ 4,134,051

* Paid by IID

** \$496,490 paid by the County; \$594,799 paid by IID

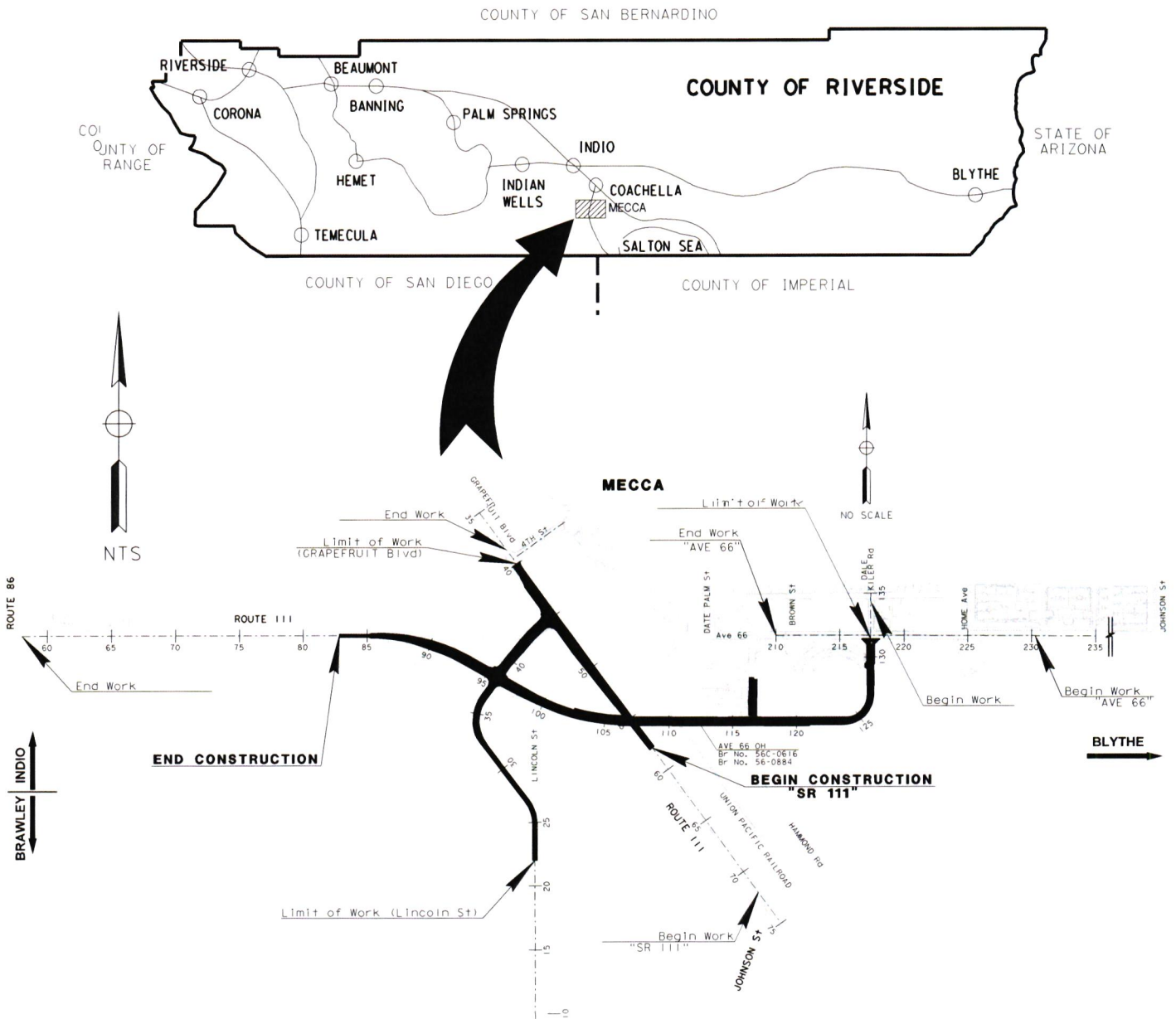
Total additional cost is \$1,416,008

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

AVENUE 66 AT SR-111 AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT

COMMUNITY OF MECCA

PROJECT No. B8-0664
FEDERAL AID No. STPTCIFL -5956(221)



VICINITY MAP