

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



**ITEM: 3.70**  
(ID # 22455)

**MEETING DATE:**  
Tuesday, August 01, 2023

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT/TRANSPORTATION: Approval of Amendment No. 1 to the Utility Agreement between the County of Riverside (COUNTY) and Southern California Edison Company (SCE) for the RCTD Briggs Road Improvements Pole Relocations, under Clinton Keith Road Phase 3. FY 23-24. District 3. [\$132,106 Total Cost – CFD 07-2 Clinton Keith Road 100%]

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

1. Approve Amendment No. 1 to the Utility Agreement between Southern California Edison Company and the County of Riverside for RCTD Briggs Road Improvements Pole Relocation, Clinton Keith Road Project Phase 3 in the City of Murrieta and Community of French Valley in the amount of \$132,106; and
2. Authorize the Chair of the Board to execute Amendment No. 1 to the Utility Agreement on behalf of County.

**ACTION:Policy**

*Mark Lancaster*

Mark Lancaster, Director of Transportation 7/10/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 1, 2023  
xc: Trans.

Kimberly A. Rector  
Clerk of the Board  
By: *Cindy Spady*  
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>	\$ 132,106	\$ 0	\$ 132,106	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> CFD 07-2 Clinton Keith Road (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24	

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

**BACKGROUND:**

**Summary**

This project entailed road improvements, bridges, traffic signals, pedestrian facilities, and drainage enhancements to be constructed along the new alignment, including grade changes, and retaining walls. The project required that combination electric transmission/distribution poles #4401969E and #4401968E be set at the new final grade.

On September 29, 2022, the COUNTY signed the Utility Agreement (Exhibit A) with SCE. in accordance with Notice to Owner dated April 14, 2022 (Exhibit B). SCE replaced/adjusted existing electrical facilities in conflict with the proposed project. The work was performed in accordance with SCE's plans 2410168 and completed on February 15, 2023.

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 SCE which led to additional incurred cost. The additional work included: 1. Adjusting existing poles to the new finished grade. Since the new grade was higher than existing the original concrete poles could not be reused and new, shorter engineered poles needed to be acquired; 2. Due to the proximity of the project to an airport, Federal Aviation Administration (FAA) regulation restricted the type of heavy equipment to be used by SCE to replace/adjust the concrete poles as such not to intrude on FAA airspace and special aerial permits were needed; 3. SCE civil contractor was asked to properly dispose of the old concrete poles since the County did not have the means to do so. The final cost in Amendment No. 1 owed by the County to SCE for the additional work is \$132,106.

SCE's council approved Amendment No.1 to the Utility Agreement on July 5, 2023.

Project No. B2-04723

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

**Impact on Citizens and Businesses**

RCTD's Briggs Road Improvements under Clinton Keith Road Phase 3 consists of constructing the extension of Clinton Keith Road from Leon Road to SR-79 including constructing a bridge over French Valley Creek, installation of new traffic signals, and power pole replacement and adjustment. The improvements also include a signal modification at SR-79 and Benton Road, a large double-arch storm drain culvert and retaining wall system just south of Leon Road.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Original Utility Agreement	\$75,000
Amendment No. 1 to Utility Agreement	\$132,106
<b>Total Amended Contract:</b>	<b>\$207,106</b>
<b>Total County Responsibility (100%)</b>	<b>\$207,106</b>

Exhibit C: Total Cost Summary provides the fiscal responsibilities for County to SCE. Table 1A shows County's responsibility:

<b>TABLE 1A - PAYMENT STATUS</b>				
<b>County Cost Participation</b>	<b>County Payments to SCE</b>	<b>County Payments to its Contractor</b>	<b>Total Paid by County</b>	<b>Pending Payment from County to SCE</b>
\$ 207,106	\$75,000	\$ 0	\$ 75,000	\$ 132,106

Of the \$ 207,106 County participation, \$75,000 was approved under the Utility Agreement (Exhibit A), which was reimbursed by the county to SCE. The total remaining due from County to SCE authorized under this amendment is \$ 132,106.

This amendment is funded by CFD 07-2 Clinton Keith Road (100%). There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

- Amendment No.1 to Utility Agreement Executed by SCE 7-5-2023
- Utility Agreement Exhibit A
- NTO 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 7/26/2023

  
Aaron Gettis, Deputy County Counsel 7/19/2023

**Amendment Number 1 To  
to  
Utility Agreement Between  
Southern California Edison Company  
And  
County Of Riverside  
RCTD Briggs Road Improvements Pole Relocation  
Clinton Keith Road Project Phase 3  
City of Murrieta and Community of French Valley**

This Amendment No. 1 to Utility Agreement (Amendment No. 1) is made and entered into this 5 day of July 2023, by and between the **Southern California Edison Company**, a California corporation, (hereinafter referred to as "SCE"), and the **County of Riverside**, a political subdivision of the State of California (hereinafter "County"), is hereby amended as set forth below:

**WHEREAS**, County and SCE entered into a Utility Agreement, hereinafter referred to as "Agreement" on September 29, 2022, in which Agreement sets forth the terms and conditions pursuant to which SCE has facilities needing relocation to accommodate COUNTY's construction on Briggs Road as part of Clinton Keith Phase 3 in the City of Murrieta and the community of French Valley, California a copy of which is attached hereto 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 \$75,000.00 and the COUNTY agreed to compensate SCE 100% of the cost of \$75,000.00; COUNTY paid SCE \$75,000.00 under the original Agreement (Exhibit A);

**WHEREAS**, in the performance of said work, increased scope of work over and above those estimated at the time of execution of the Agreement were incurred due to unforeseen issues that arose following the commencement of construction which required changes in the scope of work for SCE. The additional work included: 1. Adjusting existing poles to the new finished grade; 2. Due to the proximity of the project from an airport, Federal Aviation Administration (FAA) regulation restricted the type of heavy equipment to be used by SCE in order to replace or relocate the concrete poles as such not to intrude on FAA airspace, this was a major contributor to the additional cost; 3. SCE civil contractor was asked to properly dispose of these concrete poles since the County did not have the means to do so. The additional final cost in Amendment No. 1 owed by the County to SCE for the additional work is \$132,106.00.

**WHEREAS**, the unforeseen issues have increased the project cost from \$75,000.00 to \$207,106.00 through the date of this Amendment No.1;

**WHEREAS**, pursuant to Section 6 of the Agreement (Exhibit A), and in accordance with the COUNTY's Notice to Owner dated April 14, 2022, which is attached (Exhibit B) and made a part hereto, SCE shall replace two power lines in conflict within the project limits and COUNTY to refund SCE any increase in cost related to the change in scope of work due to the unforeseen field conditions identified hereabove, and in which the COUNTY acknowledged the additional incurred costs of \$132,106.00.

**WHEREAS**, COUNTY and SCE acknowledge that the additional work was completed by SCE on February 15, 2023, and the additional incurred cost presented herein with the SCE invoice in the amount of \$132,106.00 (Exhibit C) is the final balance owed by the COUNTY.

**WHEREAS**, COUNTY and SCE desire to amend the Agreement (Exhibit A) to reflect the updated actual and final cost of work performed and completed by SCE;

**NOW, THEREFORE**, COUNTY and SCE, agree as follows:

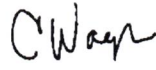
1. Terms. Unless otherwise defined herein, the terms used in this Amendment No. 1 shall have the meaning as set forth in the Agreement.
2. Estimated Cost. The estimated total cost for the increased scope of work changed from \$75,000.00 to \$207,107.00.
3. Liability of Work. The Parties agree that liability of work will remain unchanged and will be allocated 100% COUNTY. Responsibility of the increased cost in the amount of \$132,106.00 (Exhibit C) will be borne by the COUNTY. The final amount owed to SCE by the COUNTY will be \$132,106.00.
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 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 (Exhibit A) shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Amendment as of the date indicated above.

COUNTY OF RIVERSIDE

SOUTHERN CALIFORNIA  
EDISON COMPANY

By   
Chairman of the Board of Supervisors  
**KEVIN JEFFRIES**

By 

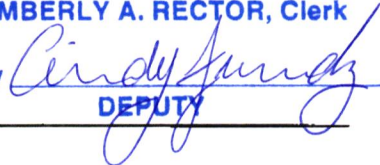
Dated 08/01/2023

Dated 7/5/2023

ATTEST:

ATTEST:

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By   
**DEPUTY**

By \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL  
MINH C. TRAN

APPROVED AS TO FORM:

By   
Stephanie K. Nelson  
Deputy County Counsel

By \_\_\_\_\_

# Exhibit A

FACILITIES RELOCATION AGREEMENT BETWEEN  
SOUTHERN CALIFORNIA EDISON COMPANY AND  
COUNTY OF RIVERSIDE

RCTD Briggs Road Improvements Pole Relocation

County Project No: B2-0472 Phase 3

This Facilities Relocation Agreement (“Agreement”) is made and entered into this 19th day of September 2022 (the “Effective Date”) by and between Southern California Edison Company, a California corporation (“SCE”), and County of Riverside, a political subdivision of the State of California (the “Applicant”). SCE and the Applicant are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

## RECITALS

WHEREAS, the Applicant is proposing to develop roadway improvements including grade changes and a new retaining wall, Transmission/Distribution/TTC combo poles #4401969E and #4401968E to be set at new final grade. (the “Project”) Briggs Road S/O Los Alamos, Murrieta generally depicted in the attached Exhibit A (the “Project Location”).

WHEREAS, SCE currently operates and maintains certain transmission, distribution and telecommunication facilities (collectively the “SCE Facilities”) within and proximate to the Project Location.

WHEREAS, the Applicant has determined that implementation of the Project will require the relocation of portions of the SCE Facilities and, to that end, the Applicant has requested that SCE relocate some or all of the SCE Facilities, and the Applicant has requested that SCE install street lights at specific locations along the Project.

WHEREAS, subject to the terms and provisions set forth herein, SCE is willing and able to relocate and install the identified SCE Facilities in order to accommodate the Project.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE APPLICANT AND SCE AS FOLLOWS:

## AGREEMENT

### 1. SCOPE OF WORK

Due to roadway improvements including grade changes and a new retaining wall, Transmission/Distribution/TTC combo poles #4401969E and #4401968E to be set at new final grade.

### 2. RELOCATION PLANS

a. Approved Relocation Plans. In furtherance of the Applicant’s request, SCE has prepared certain plans/designs that identify (i) the SCE Facilities that will be impacted by the Project, and (ii) the relocation areas for the affected SCE Facilities (the “Relocation Plans”). Copies of the Relocation Plans are attached hereto as Exhibit B. The Applicant expressly acknowledges that (a) it has reviewed and approved the Relocation Plans and (b) the Relocation Plans do not present any known conflicts with the Applicant’s development plans for the Project, nor do the Relocation Plans have any known conflict with any other non-SCE utilities



that are located, or will be located, in the Project Location. The Applicant declares that it has performed due diligence to determine that no conflicts exist between the Relocation Plans and the Applicant's development plans or other non-SCE utilities. In the event that previously unknown facilities present a conflict with the Relocation Plans, the Applicant will timely inform SCE of the need for any refinements, modifications, or revisions to the Relocation Plans to resolve any such conflicts that may later arise, all in accordance with subsections (b) - (d) below.

b. Refinements to Plans. Depending upon the design status of the Project as of the Effective Date, the Parties acknowledge that refinements and/or adjustments to portions of the Relocation Plans may be required in order to eliminate minor conflicts. In such instance, SCE shall prepare such refinements to the Relocation Plans as may be necessary in order to address/eliminate said conflicts. The refined Relocation Plans shall be presented to the Applicant for review and approval; SCE shall not commence the Relocation Work (*see Section 4, below*) unless and until the Applicant has reviewed and approved the refined Relocation Plans. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's refinement of the Relocation Plans as it pertains only to those SCE non-franchise facilities for which SCE has documented prior rights.

c. Revised Plans. In the event that modifications/revisions to the Relocation Plans are required in order to accommodate changes to the Project (including the elimination of conflicts with the Applicant's development plans), to resolve conflicts with other non-SCE utilities within the Project area, or to address other changed circumstances, then SCE shall prepare such modifications/revisions as are necessary to address said changes and shall present same to the Applicant for review and approval. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's preparation of the modifications/revisions to the Relocation Plans as it pertains only to those SCE non-franchise facilities for which SCE has documented prior rights.

d. Potential Project Delays. The Applicant expressly acknowledges that the preparation of refined, modified and/or revised Relocation Plans may cause delays in SCE's performance of the Relocation Work, and that said delays could impact the development schedule for the Project. The Parties agree that SCE shall not have any liability or obligation to the Applicant (or others) in the event that the preparation of refined, modified and/or revised Relocation Plans, completed within a reasonable time period, results in delays in the Project. In the event that refined, modified and/or revised Relocation Plans become necessary due to unforeseen circumstances during the construction phase of the project, SCE agrees to reasonably expedite the completion of the Relocation Plans to avoid undue delays to the Applicant's construction contractor(s), who may be on standby waiting on the completion of SCE's work.

### 3. ACQUISITION OF LAND RIGHTS

The Applicant shall be responsible for securing all land rights required by SCE to allow SCE to relocate, construct and permanently operate and maintain the SCE Facilities on the areas depicted in the Relocation Plans (the "Relocation Areas"). The land rights acquired by the Applicant (the "SCE Land Rights") shall be in a form prescribed by SCE (the "SCE Land Rights Form"); SCE shall provide the SCE Land Rights Form to the Applicant.

The SCE Land Rights shall also include permanent rights of ingress/egress that allow SCE to gain reasonable, unimpeded and non-escorted access to and from the Relocation Areas and the SCE Facilities (whether over lands owned by the Applicant or otherwise). In connection with the acquisition of the SCE Land Rights, the Applicant shall be responsible for clearing all encumbrances identified by SCE that could interfere with the Relocation Work and the exercise of the SCE Land Rights on/about the Relocation Areas (including access thereto/therefrom). Unless otherwise agreed (in writing) by SCE, the SCE Land Rights shall be granted directly to SCE. Notwithstanding any provision herein to the contrary, SCE will not begin the Relocation Work unless and until all required SCE Land Rights have been executed, in writing, and presented to and approved by SCE.

4. RELOCATION WORK

Following (i) the Parties' confirmation of the finality of the Relocation Plans and (ii) the Applicant's acquisition (and SCE's approval) of the SCE Land Rights, SCE shall cause the SCE Facilities to be removed, relocated and /or installed to the Relocation Areas in accordance with the Relocation Plans (the "Relocation Work"). SCE shall perform the Relocation Work in accordance with all applicable laws, rules and regulations.

5. COST ALLOCATION

Due to roadway improvements including grade changes and a new retaining wall, Transmission/Distribution/TTC combo poles #4401969E and #4401968E to be set at new final grade.

6. INITIAL COST ESTIMATE, PAYMENT(S) AND RECONCILIATION

a. Initial Cost Estimate. The total estimated cost for the Relocation Work for which the Applicant is responsible is \$75,000.00 Seventy-five Thousand Dollars (the "Initial Cost Estimate").

The Initial Cost Estimate does not include an Income Tax Component of Contribution ("ITCC") based on SCE's understanding that this project is exempt from ITCC charges. In the event that the Internal Revenue Service, state, city, and/or local governmental taxing authority determines that this project is taxable, the Applicant will reimburse SCE for the full amount of the tax liability, plus interest, penalties, fees, and related costs. Such amounts will be paid to SCE within 60 days after notification of such event by SCE to the Applicant. By execution of this document, the Applicant hereby acknowledges that this project is funded by the Applicant.

b. Prior Advances; Outstanding Balance. SCE has not previously received an engineering advance from the Applicant. **Thus, the total remaining balance due to SCE at this time is \$75,000.00 Seventy-five Thousand Dollars (the "Outstanding Balance").**

c. Payment of Outstanding Balance. Concurrent with the Applicant's execution and delivery of this Agreement, the Applicant shall pay to SCE the Outstanding Balance. The Outstanding Balance shall be delivered to SCE at the address shown in Section 12.b. below, and shall reference the following SCE Project File Number: Project ID#2726. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until SCE has received the Outstanding Balance.

d. Reconciliation. The Parties acknowledge that the Initial Cost Estimate is valid only for a period of 90 days following the Effective Date, and that the costs associated with SCE's performance of the Relocation Work could increase prior to SCE's completion of the Relocation Work. Upon completion of the Relocation Work (or cancellation of the Project or termination of this Agreement), the Applicant will be responsible for paying the total costs and expenses actually incurred by SCE in relation to implementation of the Relocation Plans. Thus, at the completion of the Relocation Work (or upon cancellation of the Project or termination of this Agreement), SCE will calculate the total actual costs and expenses for which the Applicant is responsible hereunder, and the Applicant will be provided with a final invoice identifying said costs and expenses. The Applicant will be billed or refunded, as applicable, for any difference between the amounts paid by the Applicant hereunder and the actual costs and expenses incurred by SCE. Any amount owed to SCE shall be due no later than 30 days after the Applicant's receipt of the final invoice. Similarly, any amount owed by SCE to the Applicant shall be refunded by SCE to the Applicant within 30 days following SCE's preparation and delivery of the final invoice.

SCE shall provide to applicant a detailed accounting of actual costs upon request by applicant, and applicant has the right to audit SCE's records. In the event of a challenge of the final billing, the 30 day payment requirement shall be extended.

7. PROJECT SCHEDULING

The Parties acknowledge and agree that completion of the Relocation Work is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses, real property rights, and other documents, outages or other key items and not being delayed by those forces described in Section 8, below. The Parties shall work cooperatively and in good faith to timely meet all mutually-acceptable schedules and to minimize delays; however, the Applicant expressly acknowledges and agrees that SCE offers no guarantees or warranties regarding the completion date for the Relocation Work.

8. NO RESPONSIBILITY FOR DELAYS

SCE shall not be responsible or liable to the Applicant (or others) for any delay in its performance hereunder, or for any delays in the Project, due to any reason including, but not limited to: shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders of judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission ("CPUC"), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God, or any cause or conditions beyond the control of SCE or the Applicant. The Applicant expressly waives and releases any and all claims for damages against SCE arising out of any delays in the Project unless due to SCE's sole negligence or willful misconduct.

9. COMPLIANCE WITH CEQA AND OTHER ENVIRONMENTAL LAWS

The Applicant, at no cost to SCE, but with SCE's reasonable cooperation, shall comply with the requirements of the California Environmental Quality Act ("CEQA") and other environmental laws, as applicable, and shall prepare any and all Negative Declarations, Mitigated Negative Declarations and/or Environmental Impact Reports which may be required by any agency or entity having jurisdiction over the Project and the Relocation Work. The Applicant expressly acknowledges that SCE is relying upon the Applicant's representations that the Relocation Work is covered by the environmental documentation, clearances and permits issued (or to be issued) in relation to the Project, and that the Applicant is responsible for satisfying all mitigation requirements and conditions attendant to SCE's performance of the Relocation Work. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until SCE has confirmed that all environmental permits, approvals, certifications and authorizations have been issued in relation to the Project and the Relocation Work.

10. COOPERATION BY BOTH PARTIES; TIMELY COMMUNICATION

The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Relocation Work, and ways that the Parties may work together to facilitate the completion of this Agreement. Notwithstanding any provision herein to the contrary, failure by the Applicant to timely respond to requests for information by SCE shall be considered a default of this Agreement.

11. INDEMNIFICATION

The Applicant agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify SCE, its officers, agents, contractors, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE, resulting in any manner whatsoever, directly or indirectly, by reason of the Applicant's Project

necessitating the subject work. Applicant's duty to indemnify SCE includes, without limitation, claims against SCE regarding approvals given by Applicant for SCE's plans, claims against SCE pertaining to the location and/or underlying real property rights for SCE's facilities in new locations (as may be applicable), and claims against SCE for the removal and/or remediation of pre-existing environmental contamination (provided such contamination was not caused by SCE). Applicant shall not be excused of its duty to indemnify for SCE's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to SCE's sole negligence, gross negligence, or willful misconduct.

SCE agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify Applicant, its officers, agents, contractors, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including Applicant's own personal property, or injury to or death of persons, including employees of Applicant, resulting directly from the performance of SCE's construction and/or relocation work under this Agreement. SCE shall not be excused of its duty to indemnify for Applicant's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to Applicant's sole negligence, gross negligence, or willful misconduct.

12. NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS

a. Notices and Correspondence. Any notices and correspondence provided for in this Agreement, other than payments, to be given by either Party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To SCE:

Cynthia Wagner  
Project Manager (Transmission)  
Southern California Edison  
300 N. Pepper Avenue, Bldg. B  
Rialto, CA 92376

To County of Riverside – Transportation Department:

3525 14th Street  
Riverside, CA 92501  
Attention: John Ashlock

b. Payments: Any payments provided for in this Agreement shall be forwarded to the addresses below.

To SCE:

Southern California Edison Company  
P.O. Box 800  
Rosemead, California 91771-0001  
Attention: Accounts Receivable

To County of Riverside – Transportation Department:

3525 14th Street  
Riverside, CA 92501  
Attention: Mojahed Salama

### 13. TERMINATION

a. Applicant's Right to Terminate Agreement. The Applicant shall have the right to terminate this Agreement at any time upon written notice to SCE. If this Agreement is terminated by the Applicant, the Applicant shall be responsible to SCE for all costs and expenses actually incurred by SCE in connection with SCE's preparation of the Relocation Plans, performance of the Relocation Work, and any other actions/activities under this Agreement. Additionally, Applicant shall be responsible for any additional costs and expenses incurred by SCE as a result of the termination, including but not limited to, restoring the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs or expenses related to the cancellation of contracts, purchase orders, or other commitments or agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

b. Termination Due to Applicant's Default. If the Applicant is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give the Applicant written notice of default ("Default Notice") at the address provided for in Section 12.a, above. If the Applicant does not cure such default within the time specified in the Default Notice, SCE has the right, but not the obligation, to terminate this Agreement upon 30 days written notice to the Applicant (or such lesser time as may be appropriate under the circumstances). Except as otherwise provided, should SCE exercise such right of termination, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, and any other expenses related to the performance of this Agreement thus incurred by SCE, up to and including the date of termination, notwithstanding the cost allocation provisions in Section 5, above. SCE shall also be entitled to payment for all costs and expenses required to effect the termination of this Agreement, including but not limited to: all costs and expenses pertaining to the restoration of the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs and expenses related to the cancellation of contracts, purchase orders, commitments or other agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

### 14. JURISDICTION OF PUBLIC UTILITIES COMMISSION

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by law.

### 15. AMENDMENTS

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

### 16. GOVERNING LAW

This Agreement shall be subject to and construed according to the laws of the State of California.

17. HEADINGS

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

18. THIRD PARTY BENEFICIARIES

Nothing herein is intended to create any third party benefit.

19. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

20. WAIVER

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

21. DUPLICATE ORIGINALS AND ELECTRONIC SIGNATURES

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (*i.e.*, PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by SCE by way of an electronic signature, in which case, said electronic signature shall have the same force and effect as a written signature.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Agreement and each and every term herein is agreed to by and between the undersigned on the date first stated above.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a California corporation

COUNTY OF RIVERSIDE  
a political subdivision of the State of California

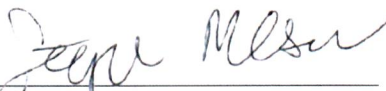
BY:   
Cynthia Wagner  
Transmission Project Manager

BY:   
Mark Lancaster  
Director of Transportation

DATED: 9/19/2022

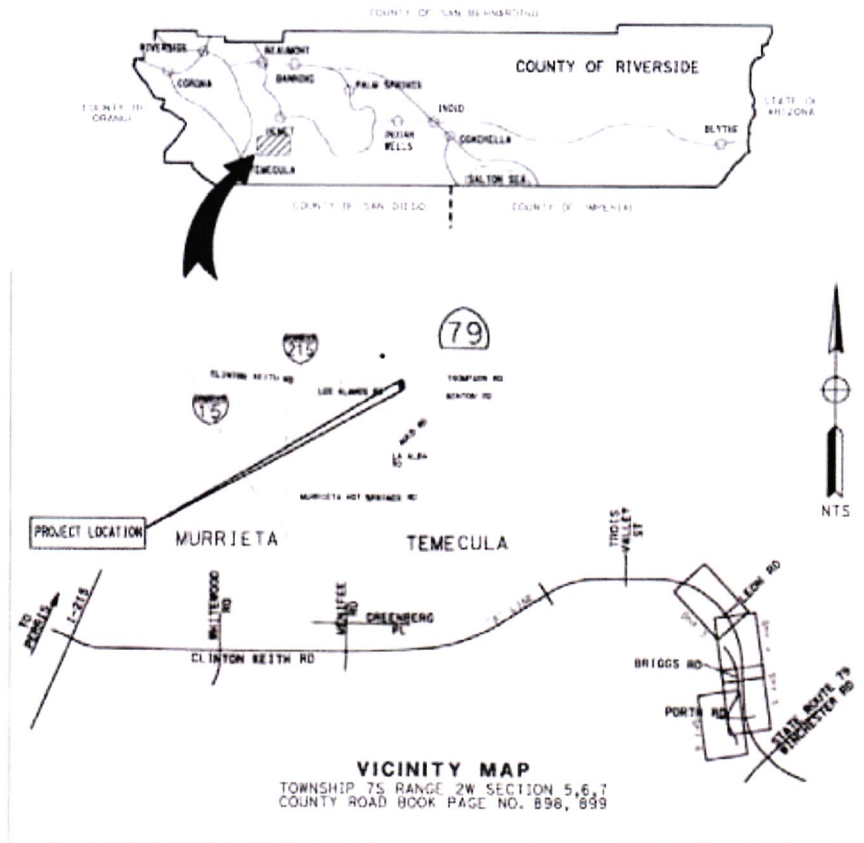
DATED: 9/29/2022

APPROVED AS TO FORM:  
Minh Tran, County Counsel

BY:   
Stephanie Nelson  
Deputy County Counsel

DATED: 9/28/2022

**EXHIBIT A**  
**Description of the Project Location**





**EXHIBIT B**

**APPROVED RELOCATION PLANS**

1. Transmission Final Design #1509933\_0.01; Sheet 1 of 1: TD1986781
2. Distribution Final Design #1529332\_0.01; Sheet 1 of 1: TD2011413

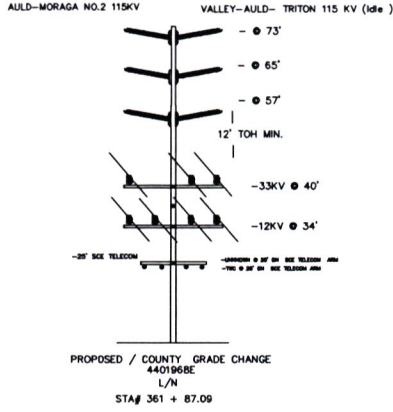
**NOTE:**

- SCE TO TRANSFER EX TRANS: 954 SAC & 653.9 ACSR -115KV
- SCE TO TRANSFER EX DISTRICT: 33 KV & 12 KV WIRE
- SCE TO TRANSFER EX: SCE TELECOM
- SCE TO TRANSFER EX: RENTERS ON SCE TELECOM ARM

COUNTY OF RIVERSIDE WILL NEED TO CONFIRM ACTUAL RENTERS ON THE POLES

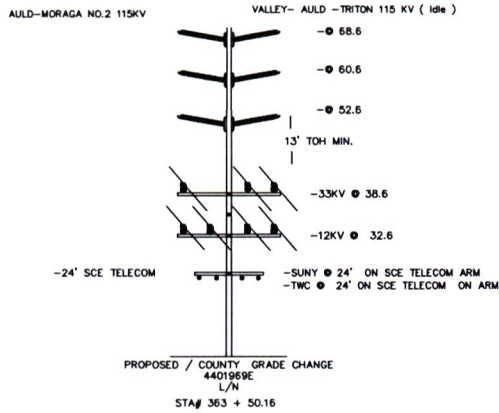
**NOTE:**

COUNTY OF RIVERSIDE TO PROTECT IN PLACE ALL SCE POLES AND FACILITIES WHILE IN CONSTRUCTION. COUNTY MUST MAINTAIN 10' AWAY FROM ALL TRANSMISSION POLES AS TO NOT PLACE ANY LIABILITY OF SAFETY AND SERVICE OF WORKERS AND PUBLIC SAFETY. COUNTY MAYBE REQUIRED TO HOLD ANY POLES IN PLACE. BY SCE QUALIFIED WORKERS AT THEIR EXPENSE. IF CLEARANCES ARE NOT MEET FINAL GRADING UP TO THESE TWO POLES AND THIS WORK ORDER MAP WILL NEED TO BE COORDINATED AND APPROVED BY SCE.



PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	<input checked="" type="checkbox"/>
PHD OR REQUIRED	<input checked="" type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input checked="" type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE: COUNTY	
OUTAGE REQUIRED	<input checked="" type="checkbox"/>
OUTAGE DATE: TIME:	
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/>
PEO. TRAFFIC CONTROL REQ'D	<input checked="" type="checkbox"/>
CONYANCE LETTER REQ'D	<input checked="" type="checkbox"/>
ENVIRONMENTAL REQUIREMENTS DOCUMENT (EOD) REQUIRED	<input checked="" type="checkbox"/>
CSD 140 (RM) REQ'D	<input checked="" type="checkbox"/>
DIG ALERT APP	<input checked="" type="checkbox"/>
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	<input type="checkbox"/>
UTILQUEST NOTIFIED	<input type="checkbox"/>
STANDARD ADHERENCE: ___/___/___	

ACCESS IS EITHER OFF LOS ALAMOS RD OR WINCHESTER RD ON TO BRIGGS RD WEST



NEW GRADE CHANGE ABOVE NEW GLC IS 11.1'. POLE TO BE SET AT ULTIMATE NEW GRADE



NO SCALE:

FINAL AND APPROVED FOR CONSTRUCTION

GREEN: TO REMOVE  
BLUE: TO REMAIN  
RED: TO INSTALL

**ELEVATED**

HARD SET 3' TO SOUTH

IN: 4401968E

- IN: 1 - P-85-LWS-H3-1
- IN: 1-PHD.891.115.1
- EX: 6-INS-PST-PLY-138
- EX: 3-CC-PST-954-SAC
- EX: 3-CC-PST-653-ACSR

RM: 4401968E

- RM: 1 - P-90-CONCRETE-H4-1 ( 14,500 lbs )
- \* NEED CRANE FOR REMOVAL OF POLE \*

GPS

LAT: 33.596950  
LONG: - 117.126972

**ELEVATED**

HARD SET 2' TO 3' S/E

IN: 4401969E

- IN: 1 - P-80-LWS-H3-1
- IN: 1-PHD.891.115.1
- EX: 6-INS-PST-PLY-138
- EX: 3-CC-PST-954-SAC
- EX: 3-CC-PST-653-ACSR

RM: 4401969E

- RM: 1 - P-90-CONCRETE-H4-1 ( 14,500 lbs )
- \* VALMONT ADVISED POLE CAN BE CUT OFF AT GROUND LINE. VALMONT HAS NO SPECS FOR REMOVAL IF STRAPS ARE TO BE USED DURING REMOVAL , THAT A POSITIVE CONNECTION BE MADE SUCH AS A BOLT THROUGH THE POLE.NEED CRANE FOR REMOVAL OF POLE \*

GPS

LAT: 33.596512  
LONG: - 117.126960

EX: 4401970E

1 - P-90-CONCRETE-H4-1 ( 14,500 lbs )

PP=4401971E

PROJ #	2410185	ESTIMATOR	HASTY, GREG D	PHONE	951-760-6606	J.P.A. NO.	
GRID	SAN JACINTO	THOMAS BRIGGS	INVENTORY MAP	520-1731-1	SAP ORDER	1986781	
DISTRICT	WILDOMAR-88	PRODUCT/AMT	1986781 - 101 RELOCATION OH				
LINE 1	E-T-00969-Auld-Moraga No.2 -NON-ISO	LINE VOLTAGE	115 kV				
LINE 2	E-T-02035-Valley-Triton-NON-ISO	LINE VOLTAGE	115				
LINE 3		LINE VOLTAGE					
PROPOSED CONSTRUCTION (LOCATION)							
TD1986781 OH RELO-COUNTY OF RIVERSIDE							
AULD-MORAGA NO.2 115 KV)							
VALLEY-AULD-TRITON 115KV (IDLE ) MURRIETA							
REV	APPROVED BY	DATE	CHECKED BY	DRAWN BY	DATE	SHEET	DESIGN NO.
						1	1509933_0.01
SOUTHERN CALIFORNIA EDISON COMPANY							



# Exhibit B



*Mark Lancaster*  
Director of Transportation

## COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY Transportation Department

*Mojahed Salama, P.E.*  
Deputy for Transportation/Capital Projects  
*Richard Lantis, P.L.S.*  
Deputy for Transportation/Planning and  
Development

April 14, 2022,

SOUTHERN CALIFORNIA EDISON

**PROJECT NO. B2-0472 PHASE 3  
CLINTON KEITH ROAD – LEON ROAD TO FRENCH VALLEY CREEK  
NEW ROAD CONSTRUCTION  
LETTER NO. 3 [NTO]**

Under **PROJECT NO. B2-0472 Phase 3**, we are proposing a **New Road Construction** project on **Clinton Keith Road** from **Leon Road to French Valley Creek**. In the Vicinity of **Murrieta and French Valley, CA**. The project is currently in construction, and we have encountered unmarked facilities within the scope of the project. The facility in question is within Briggs Road (dirt road), approximately 1,400 s/o Los Alamos, it was discovered during excavation on the footing for a retaining wall 359 for Future Clinton Keith Road.

Signed plans attached

Revised signed plans attached

Right of way:  Existing

To be acquired by \_\_\_\_\_

At this point your agency should have started or completed the relocation of your affected facilities which interfere with or might affect the above work. You are hereby instructed to make such repairs, installation, or changes as may be necessary, prior to the bid date. However, facilities for which you have proven prior rights should be relocated upon receipt of our Departmental Order. The cost of any delay incurred during construction due to lack of responsiveness in relocating your conflicting facilities will be deferred to your agency.

If you have any questions or require additional information, please contact **Emmanuel Raya Cruz** at [erayacruz@rivco.org](mailto:erayacruz@rivco.org) or at (951) 955-8571 and email your response to [utilities@rivco.org](mailto:utilities@rivco.org).

Please fill out the following and return the original to this Department at the address below within 15 days. Your company is hereby notified that you shall generally be responsible for all costs and damages resulting from your failure to provide accurate information or for failing to relocate facilities in a timely manner.

You may fill out the form and return the original to this Department at the address listed below within **15 days**. If you fail to answer by this date or provide inaccurate information, your company/agency shall generally be responsible for the construction delays incurred by our contractor caused by your failure to provide timely and accurate information.

- We have no facilities within the limits of the proposed project.
- None of our facilities will be affected by the proposed project.
- We plan no repair, installation, or other work prior to the start of the proposed project.
- Prior to construction of the proposed project, we plan to relocate or modify existing facilities and/or install new facilities as indicated below:

FACILITY RELOCATION PENDING RIGHTS CHECK TO DETERMINE COST LIABILITY

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**PLEASE BE ADVISED THAT THE COUNTY HAS A MINIMUM FIVE-YEAR MORATORIUM ON CUTTING NEWLY PAVED STREETS EXCEPT FOR AN EMERGENCY.**

Very truly yours,  
*Gus Nakhoul*  
GUS NAKHOUL, P.E.  
Senior Civil Engineer  
Utility Coordination Unit

**COMPANY TO SIGN ORIGINAL AND RETURN TO:**  
EMMANUEL RAYA CRUZ - TRANSPORTATION DEPARTMENT  
UTILITY COORDINATION UNIT  
3525 14<sup>TH</sup> STREET, ANNEX  
RIVERSIDE, CA 92501

<hr/> 22487 PRIELIPP RD, WILDOMAR		951-249-8358
<b>Company/Address</b>		<b>Telephone</b>
<hr/> <i>[Signature]</i>		4-22-22
<b>By</b>		<b>Date</b>
JACK RAY		
<hr/> <b>Print or type your name</b>		
JACK.RAY@SCE.COM		
<hr/> <b>E-mail Address</b>		

# Exhibit C



Roslyn Flournoy  
Transmission & Distribution Accounting Operations

May 31, 2023

County of Riverside - Transportation Department  
3525 14th Street  
Riverside CA 92501

ATTN: Josh Ashlock

SUBJECT: Final Invoice for Project #2726

Dear Josh Ashlock:

Thank you for the opportunity to have been of service to you during the relocation of Southern California Edison facilities.

The table below is a summary of transactions for this project:

Date	Description	Amount
10/10/2022	Project Payment Received	\$75,000.00
	Net customer advances	\$75,000.00
	Total project costs	\$207,106.14
	Invoice Amount	\$132,106.14

Enclosed is the project invoice for the difference between the estimated and the actual cost for this project.

Should you require future project assistance, please feel free to Cynthia Wagner 909-265-5038. If you have any questions, please contact the Billing Help Desk at 866-353-3437.

Sincerely,

*Laura Ford*

Laura Ford  
Contract Admin, Specialist  
Transmission & Distribution Accounting Operations

cc: Blake Charlson

Gerry Cornel

Cynthia Wagner

Kendall Peters

1 Innovation Way  
Pomona, CA 91768  
866-353-3437  
Roslyn.Flournoy@sce.com

# Exhibit D

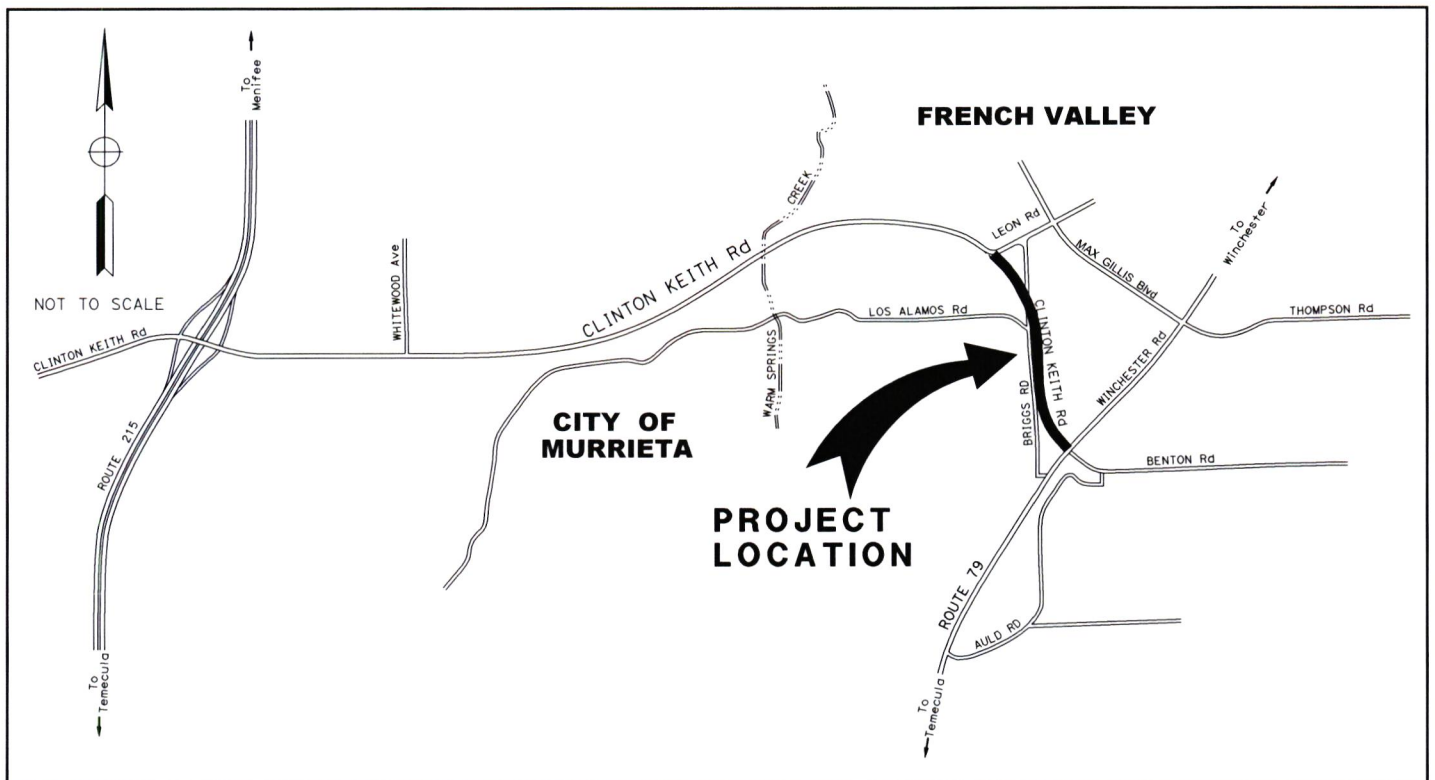
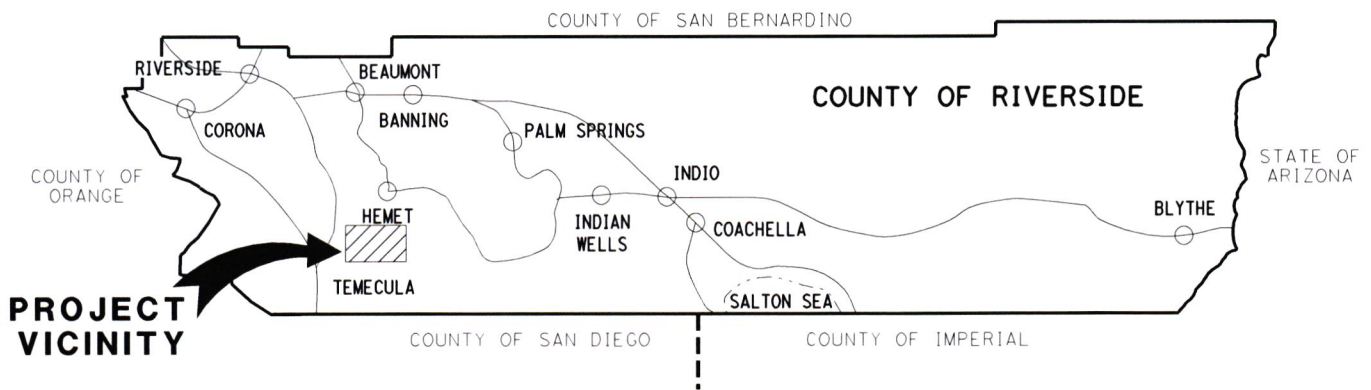
## COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

### CLINTON KEITH ROAD CONSTRUCTION PROJECT - PHASE 3

#### LEON ROAD TO STATE ROUTE 79 INCLUDING FRENCH VALLEY CREEK BRIDGE

#### IN THE CITY OF MURRIETA AND FRENCH VALLEY AREA

PROJECT No. B2-04723



VICINITY MAP