

**UTILITY AGREEMENT**

District	County	Route	P.M.	EA/ PROJECT ID
4	Son	12	35.1/38.9	1J360 / 0414000202
Fed. Aid. No. TBD (Construction)				
Owner's File:				
<b>FEDERAL PARTICIPATION:</b> On the Project: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

**UTILITY AGREEMENT NO. 2167.6****DATE \_\_\_\_\_**

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE" proposes to perform a pavement rehabilitation project on SR 12 in and near Sonoma, from Vallejo Avenue to east of the intersection of Leveroni Road and Napa Road, in Sonoma County and the Sonoma Valley County Sanitation District, hereinafter called "OWNER", owns and maintains sanitary sewer covers which require adjustment to grade to accommodate the completion of the STATE's project.

**It is hereby mutually agreed that:**

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 2167.6 dated 6/17/2021 STATE shall adjust to grade OWNER's sanitary sewer covers as shown on OWNER's Plan No. 100-A, dated 02/03/09 consisting of 1 page, which plans are included in STATE's Contract Plans for the improvement of State Route 12, EA 1J360 which, by this reference, are made a part hereof. Deviations from the OWNER's plan described above initiated by either the STATE 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 STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work by STATE's contractor during construction. Upon completion of the work by STATE, OWNER agrees to accept maintenance of the adjusted facilities.

**II. LIABILITY FOR WORK**

The existing facilities are located within the STATE's right of way under permit and will be adjusted to grade at OWNER's expense under the provisions of Section 673 of the Streets and Highways Code.

Total Estimate for STATE performed adjustments to grade (88 x \$850 per cover)	<u>\$74,800.00</u>
Total Estimated OWNER Liability, (100%): .....	\$74,800.00
Total Estimated STATE Liability, (0%): .....	\$0.00

### **III. PERFORMANCE OF WORK**

Use of personnel requiring lodging and meal 'per diem' expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. Owner shall also include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed.

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

### **IV. PAYMENT FOR WORK**

The OWNER shall pay its share of the actual cost of said work included in the STATE's highway construction contract within 45 days after receipt of STATE's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the STATE's highway contractor is \$74,800.00.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER's adjusted facilities.

The STATE shall submit a final bill to the OWNER within 360 days after the completion of the work described in Section I above. If the OWNER has not received a final bill within 360 days after notification of completion of work described in Section I of this Agreement, OWNER may provide written notification to STATE of its intent to close its file within 90 days and STATE hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned.

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 OWNER 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 STATE. If the final bill exceeds the STATE'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 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 STATE'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 OWNER.

Detailed records from which the billing is compiled shall be retained by the STATE for a period of three years from the date of the final payment and will be available for audit by OWNER, State and/or Federal auditors. In performing work under this Agreement, STATE 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, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent OWNER, State and/or Federal audit determines payments to be unallowable, STATE agrees to reimburse OWNER and/or AGENCY upon receipt of OWNER and/or AGENCY billing.

## **V. GENERAL CONDITIONS**

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

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

STATE shall submit a Notice of Completion to the OWNER within 90 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: 23CFR635.410 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 furnish STATE's highway contractor 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.

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

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

**UTILITY AGREEMENT (Continued)**

RW 13-5 (Rev. 12/2016)

**Page 4 of 4**

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATIONOWNER:  
Sonoma Valley County Sanitation DistrictBy: \_\_\_\_\_  
MARK L. WEAVER Date  
Deputy District Director, Right of WayBy: \_\_\_\_\_  
Date

APPROVAL RECOMMENDED:

By: \_\_\_\_\_  
JULIE MCDANIEL Date  
District Office ChiefBy: \_\_\_\_\_  
LAURA HAMEISTER Date  
District Utility CoordinatorTHIS AGREEMENT WILL NOT BE EXECUTED BY THE STATE OF CALIFORNIA – DEPARTMENT OF  
TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

PLANNING AND MANAGEMENT COMPLETES EXCEPT SHADED COLUMNS

UTILITY COMPLETES:

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE	BFY	DOLLAR AMOUNT
									\$

EA FUNDING VERIFIED:

Sign:&gt;

Print:&gt;

Name of Unit (Construction) Date

REVIEW/REQUEST FUNDING:

Sign:&gt;

Print:&gt; SEAN DISSE

Utility Coordinator Date

THE ESTIMATED COST TO THE STATE FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK IS \$0.00

**CERTIFICATION OF FUNDS**I hereby certify upon my own personal knowledge that budgeted funds are available for the  
period and purpose of the expenditure shown here.

HQ Accounting Office				Date
ITEM	CHAP	STAT	FY	AMOUNT

VENDOR CUSTOMER NO.	VENDOR ADDRESS

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$ 0.00
Construction Funds	4J300	\$ 0.00
R/W Funds		\$ 0.00

Distribution: 2 originals to R/W Accounting, 1 original returned to Utility Owner, 1 original to Utility File