

Utility Agreement: 56106.3

County	Route	P.M.	Project #
SON	Boyes Blvd.	10.56-10.66	E.A. 04-071764
Fed. Aid. No. STPLZ-5920(059)			
Owner's File: Boyes Boulevard Bridge Replacement, Valley of the Moon Water District (VOMWD) Water System Improvements			
FEDERAL PARTICIPATION:		On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**SECOND AMENDMENT TO UTILITY AGREEMENT DATED JULY 10, 2018
BETWEEN VALLEY OF THE MOON WATER DISTRICT AND COUNTY OF
SONOMA FOR THE BOYES BOULEVARD BRIDGE REPLACEMENT PROJECT**

WHEREAS, the County of Sonoma, through its Department of Transportation and Public Works (hereinafter "COUNTY"), and Valley of the Moon Water District (hereinafter "VOMWD"), entered into that certain Utility Agreement for the Boyes Boulevard Bridge Replacement Project dated July 10, 2018, as amended by that certain First Amendment executed on or around December 2, 2018 (as amended, the "Agreement"), which sets forth the terms and conditions for the relocation and improvement of certain water system improvements owned and operated by VOMWD (the "Water System Improvements") that will be included as part of COUNTY's proposed construction of the Boyes Boulevard Bridge on Boyes Boulevard in the City of Sonoma, Sonoma County, California (the "Boyes Boulevard Bridge Replacement Project"); and

WHEREAS, changed circumstances arising subsequent to the execution of the Agreement have resulted in the need to further amend the Agreement to modify the scope of the Water System Improvements and the allocation of costs of the Water System Improvements between County and VOMWD.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Effective Date. The "Effective Date" of this Second Amendment is _____.
2. Definitions. All references to the "Water Facilities Portion" in the Agreement are deleted and replaced with "Water System Improvements".
2. Amendment to Agreement. The Agreement is amended as follows:
 - a. Section 4. Section 4 of the Agreement "VOMWD's Share of Cost" (as previously amended) is deleted in its entirety and replaced with the following language:

"VOMWD shall pay the County \$317,000 over the course of the Water System Improvements work with payments to be made within 30 days of invoice. This amount shall constitute the Total Cost for the Water System Improvements per the executed project plans dated March 4, 2019 and specifications dated February 2019, as amended in subsection (c) below. County shall be responsible for the remaining costs attributable to the Water System Improvements.

If County's contractor encounters differing site conditions or unforeseen circumstances that result in quantity adjustments, changes in scope, extra work, or changes in plans impacting the Water System Improvements, VOMWD shall be responsible for increases in costs resulting therefrom.

In addition to any obligation of County pursuant to its Boyes Boulevard Bridge Replacement Project contract documents, VOMWD shall be notified promptly of the submission of any change order, claim, or other contractor request that provides either "differing site conditions" or "unforeseen circumstances" as the sole or contributing reason for any quantity adjustments, changes in scope, extra work, or changes in plans impacting the Water System Improvements. In addition, County and VOMWD shall meet and confer regarding any such change order, claim, or request prior to the County's determination of the validity of any such change order, claim, or request. County and VOMWD shall work together in good faith to reach a joint conclusion with regard to the validity of any such change order, claim, or request."

b. Section 5. Section 5 of the Agreement is deleted in its entirety.

c. Section 20. The following language is added to Section 20 of the Agreement "Work to be Done":

"Notwithstanding the foregoing, the Water System Improvements included as part of the Boyes Boulevard Bridge Replacement Project are as set forth in the executed project plans dated March 4, 2019, and specifications dated February 2019, with the following modification: The 12-inch high density polyethylene temporary water line pipe is eliminated."

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IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Utility Agreement to be executed as of the Effective Date.

**VALLEY OF THE MOON
WATER DISTRICT:**

By: _____
General Manager

ATTEST:

By: _____
Deputy Clerk

APPROVED AS TO FORM FOR VOMWD:

By: _____
District Counsel

COUNTY OF SONOMA:

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO SUBSTANCE FOR
COUNTY:

By: _____
Department Head

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel