

UTILITY AGREEMENT

RW 13-05 (REV 12/2016)

DISTRICT 02	COUNTY Tehama	ROUTE 36	POST MILE 40.32/42.04	PROJECT ID 0214000024
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER N/A		

FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT

On the Project Yes No On the Utilities Yes NoOwner Payee Data No. _____ or Form STD 204 is attached. UTILITY AGREEMENT NO. 02-UT-3123-1

DATE _____

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE," proposes to grind and overlay asphalt concrete along with sidewalk and drainage upgrades in Tehama County in Red Bluff from 0.6 mile east of Baker Road to 0.2 mile east of East Sand Slough Bridge.

and

NAME City of Red Bluff (Water)ADDRESS 555 Washington Street, Red Bluff, CA 96080

hereinafter called "OWNER," owns and maintains water facilities.

within the limits of STATE's project which requires facility covers to be adjusted to grade.

to accommodate STATE's project.
It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 02-3123-1 dated October 23, 2018 STATE shall relocate OWNER's water facility covers as shown on STATE's contract plans for the improvement of State Route 36, EA 4G540 which by this reference are made a part hereof. OWNER hereby acknowledges review of STATE's plans for work and agrees to the construction in the manner proposed. Deviations from the 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 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 during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to STATE ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities are located within the STATE's right of way under permit and will be relocated at OWNER's expense under the provisions of Section (673) (680) of the Streets and Highways Code.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

UTILITY AGREEMENT

RW 13-05 (REV 12/2016)

UTILITY AGREEMENT NO. _____

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation 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.

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

IV. PAYMENT FOR WORK

Upon completion of the work, and within 45 days after receipt of STATE's bill, signed by a responsible official of OWNER's organization, and prepared on STATES's letterhead, OWNER will pay STATE the lump-sum amount of \$30,200. The above lump-sum amount has been agreed upon between the STATE and the OWNER and includes any credits due the STATE for betterment, depreciation and salvage.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit 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 STATE 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 STATE within 360 days after the completion of the work described in Section I above. If the STATE 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 STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements, if required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE 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 STATE 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 STATE. 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 STATE.

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 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 48CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of August 1, 2018 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 STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE

UTILITY AGREEMENT

RW 13-05 (REV 12/2016)

UTILITY AGREEMENT NO. _____

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.

All obligations of STATE 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.

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

STATE:

OWNER:

By _____
Name Tauni Visser Melvin Date _____
Title Senior Right of Way Agent

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

By _____
Name Trevor Taylor Date _____
Title Right of Way Agent

By _____
Name _____ Date _____
Title _____

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

UTILITY AGREEMENT

RW 13-05 (REV 11/2016)

UTILITY AGREEMENT NO. _____

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE (N)	BFY	AMOUNT
	C401	2660				9			
	C401	2660				9			
	C401	2660				9			

PROJECT ID FUNDING VERIFIED:

Sign: _____

Print: Matthew Baker
 R/W Planning and Management
 Date _____

REVIEW / REQUEST FUNDING:

Sign: _____

Print: Trevor Taylor
 Utility Coordinator
 Date _____

THE ESTIMATED COST TO THE STATE FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK IS _____

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.

R/W Planning and Management
 Date _____

ITEM	CHAP	STAT	FY	AMOUNT

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

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