

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: June 2, 2015

FROM: KEN GREHM/^{KD}KEVIN TABER

SUBJECT: **PLACER COUNTY SUMMER 2015 FEDERAL HOT MIX ASPHALT OVERLAY,
CONTRACT NO. 0914, FEDERAL PROJECT STPL 5919 (125), UTILITY
AGREEMENTS**

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works to sign and execute a Joint Utility Agreement, upon County Counsel and Risk Management's review and approval with the following utility entities at no net County Cost:
 - a. AT&T in a total amount not to exceed \$1,500
 - b. Department of Facility Services (Placer County) in a total amount not to exceed \$25,000
 - c. Nevada Irrigation District in a total amount not to exceed \$21,000
 - d. San Juan Water District in a total amount not to exceed \$38,900
 - e. South Placer Municipal Utility District in a total amount not to exceed \$7,000

BACKGROUND / SUMMARY

The Department of Public Works is proposing to overlay portions of Douglas Boulevard, Nevada Street, Edgewood Road, Richardson Drive, and Dry Creek Road utilizing federal funds. Utility company manholes, valves, and boxes are located within the paved portions of the roadway that will be overlaid. These facilities will need to be raised to match the new roadway grade after the overlay is completed. The utility companies listed above are responsible for the costs to raise their facilities, and have requested the County include the work in our contract, necessitating the Joint Utility Agreements for the amounts indicated.

ENVIRONMENTAL

This project as defined in Section 15301 is Categorically Exempt and a Notice of Exemption was filed with the County Recorder's office on January 9th, 2015. The project was granted a Categorical Exclusion under National Environmental Policy Act (NEPA) on February 26, 2015.

FISCAL IMPACT

Each Utility Company will reimburse the County the cost of replacing their facility. Funding is available in the FY 2014-15 Road Construction Budget for Project No. 2990 "Summer 2015 Federal Overlay". The total cost of the project is estimated to be \$2,500,000. There is no net cost to the County.

Attachments: Resolution
Location Map
Copy of Utility Agreements

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**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: **A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE A UTILITY AGREEMENT WITH COUNTY COUNSEL AND RISK MANAGEMENT'S REVIEW AND APPROVAL WITH AT&T IN A TOTAL AMOUNT NOT TO EXCEED \$1,500; DEPARTMENT OF FACILITY SERVICES (PLACER COUNTY) IN A TOTAL AMOUNT NOT TO EXCEED \$25,000; NEVADA IRRIGATION DISTRICT IN TOTAL AMOUNT NOT TO EXCEED \$21,000; SAN JUAN WATER DISTRICT IN A TOTAL AMOUNT NOT TO EXCEED \$33,800; AND SOUTH PLACER MUNICIPAL UTILITY DISTRICT IN A TOTAL AMOUNT NOT TO EXCEED \$7,000.**

Resol. No: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on _____ by the

following vote:

Ayes:

Noes:

Absent:

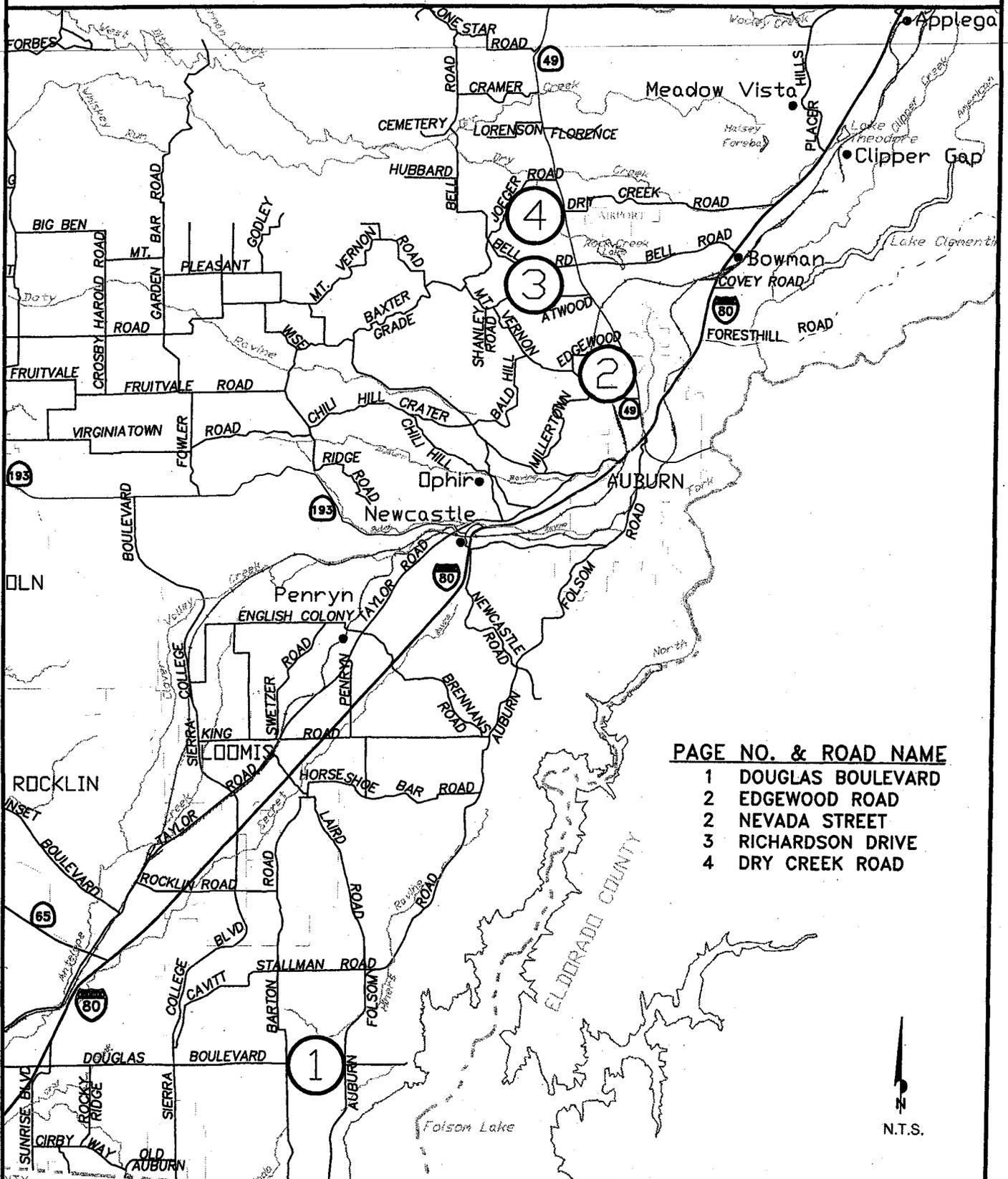
Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

Now, therefore, be it resolved by the Board of Supervisors of the County of Placer, State of California, that this board authorizes the Public Works Director to execute a utility agreement with county counsel and risk management's review and approval with AT&T in a total amount not to exceed \$1,500; Department of Facility Services (Placer County) in a total amount not to exceed \$25,000; Nevada Irrigation District in total amount not to exceed \$21,000; San Juan Water District in a total amount not to exceed \$33,800; and South Placer Municipal Utility District in a total amount not to exceed \$7,000.

VICINITY MAP



PAGE NO. & ROAD NAME

- 1 DOUGLAS BOULEVARD
- 2 EDGEWOOD ROAD
- 2 NEVADA STREET
- 3 RICHARDSON DRIVE
- 4 DRY CREEK ROAD



HOT MIX ASPHALT OVERLAY PROJECT

PLACER COUNTY
RSTP FUNDED
SUMMER 2015

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UTILITY AGREEMENT

County	Route	P.M.	Project #
Placer	Douglas Boulevard	Between Barton and Auburn Folsom Road	2990
Fed. Aid. No. STPL-5919 (125)			
Owner's File			
FEDERAL PARTICIPATION: On the Project : Yes/No On the Utilities: Yes/No			

UTILITY AGREEMENT NO. 3

The County of Placer hereinafter called "LOCAL AGENCY" proposes to overlay roadways on Douglas Boulevard, in Granite Bay, Placer County, California.

And: San Juan Water District

hereinafter called "OWNER," owns and maintains water facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 3 dated X/X/15, LOCAL AGENCY shall relocate OWNER's water facilities as shown on LOCAL AGENCY's contract plans for the improvement of Hot Mix Asphalt Overlay, Summer 2015, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY 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 LOCAL AGENCY and 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 receipt 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 LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.

II. LIABILITY FOR WORK:

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

III. PERFORMANCE OF WORK:

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for

the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY'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 LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY'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 LOCAL AGENCY's highway contractor is \$33,800.

Within five (5) calendar days of bid opening, the LOCAL AGENCY shall forward a copy of the bid summary to the OWNER for review. The OWNER may terminate this agreement if the OWNER's cost portion of this Project as shown on the apparent responsive low bidder's bid exceeds \$38,900. If OWNER opts to terminate the agreement, OWNER must notify LOCAL AGENCY in writing within five (5) calendar days of receipt of bid summary, and take full responsibility for relocating OWNER's facilities in conflict with this Project.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

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.

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 2/2/15 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 LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA 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 BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to Caltrans or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

Where the actual cost of the utility relocation exceeds by 25% the estimated cost included in the Utility Agreement, an amendment to the Utility Agreement must be prepared and executed.

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

LOCAL AGENCY

SAN JUAN WATER DISTRICT

By: _____

Ken Grehm
Local Agency Director

By: _____

(Name)
(Title)

Date: _____

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File

UTILITY AGREEMENT

County	Route	P.M.	Project #
Placer	Douglas Blvd.	Between Barton and Auburn Folsom Road	2990
Fed. Aid. No. STPL-5919 (125)			
Owner's File			
FEDERAL PARTICIPATION: On the Project : Yes/No			
On the Utilities: Yes/No			

UTILITY AGREEMENT NO. 4

The County of Placer hereinafter called "LOCAL AGENCY" proposes to overlay roadways on Douglas Boulevard, in Granite Bay, Placer County, California.

And: South Placer
Municipal Utility
District

hereinafter called "OWNER," owns and maintains sewer facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 4 dated X/X/15, LOCAL AGENCY shall relocate OWNER's sewer facilities as shown on LOCAL AGENCY's contract plans for the improvement of Hot Mix Asphalt Overlay, Summer 2015, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY 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 LOCAL AGENCY and 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 receipt 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 LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.

II. LIABILITY FOR WORK:

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

III. PERFORMANCE OF WORK:

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OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY'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 LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY'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 LOCAL AGENCY's highway contractor is \$4,500.

Within five (5) calendar days of bid opening, the LOCAL AGENCY shall forward a copy of the bid summary to the OWNER for review. The OWNER may terminate this agreement if the OWNER's cost portion of this Project as shown on the apparent responsive low bidder's bid exceeds \$7,000. If OWNER opts to terminate the agreement, OWNER must notify LOCAL AGENCY in writing within five (5) calendar days of receipt of bid summary, and take full responsibility for relocating OWNER's facilities in conflict with this Project.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

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.

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 2/2/15 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 LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA 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 BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to Caltrans or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

Where the actual cost of the utility relocation exceeds by 25% the estimated cost included in the Utility Agreement, an amendment to the Utility Agreement must be prepared and executed.

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

LOCAL AGENCY

**SOUTH PLACER MUNICIPAL UTILITY
DISTRICT**

By: _____
Ken Grehm
Local Agency Director

By: _____
(Name)
(Title)

Date: _____

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE -File, 4) District Utility Coordinator - File

UTILITY AGREEMENT

County	Route	P.M.	Project #
Placer	Edgewood Rod.	Edgewood Pl. and Hwy. 49	2990
	Richardson Dr.	Atwood Road and Bell Road	
	Dry Creek Rd.	Joeger Rd. and Hwy. 49	
Fed. Aid. No. STPL-5919 (125)			
Owner's File			
FEDERAL PARTICIPATION: On the Project : Yes/No			
On the Utilities: Yes/No			

UTILITY AGREEMENT NO. 5

The County of Placer hereinafter called "LOCAL AGENCY" proposes to overlay roadways on Douglas Boulevard, in Granite Bay, Placer County, California.

And: Nevada
Irrigation District

hereinafter called "OWNER," owns and maintains water facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 5 dated X/X/15, LOCAL AGENCY shall relocate OWNER's water facilities as shown on LOCAL AGENCY's contract plans for the improvement of Hot Mix Asphalt Overlay, Summer 2015, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY 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 LOCAL AGENCY and 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 receipt 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 LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.

II. LIABILITY FOR WORK:

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

III. PERFORMANCE OF WORK:

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY'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 LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY'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 LOCAL AGENCY's highway contractor is \$16,800.

Within five (5) calendar days of bid opening, the LOCAL AGENCY shall forward a copy of the bid summary to the OWNER for review. The OWNER may terminate this agreement if the OWNER's cost portion of this Project as shown on the apparent responsive low bidder's bid exceeds \$21,000. If OWNER opts to terminate the agreement, OWNER must notify LOCAL AGENCY in writing within five (5) calendar days of receipt of bid summary, and take full responsibility for relocating OWNER's facilities in conflict with this Project.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

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.

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 2/2/15 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 LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA 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 BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to Caltrans or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

Where the actual cost of the utility relocation exceeds by 25% the estimated cost included in the Utility Agreement, an amendment to the Utility Agreement must be prepared and executed.

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

LOCAL AGENCY

Nevada Irrigation District

By: _____
Ken Grehm
Local Agency Director

By: _____
(Name)
(Title)

Date: _____

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE -File, 4) District Utility Coordinator - File

UTILITY AGREEMENT

County	Route	P.M.	Project #
Placer	Richardson Drive	Between Atwood Road and Bell Road	2990
Fed. Aid. No. STPL-5919 (125)			
Owner's File			
FEDERAL PARTICIPATION: On the Project : Yes/No			
On the Utilities: Yes/No			

UTILITY AGREEMENT NO. 6

The County of Placer hereinafter called "LOCAL AGENCY" proposes to overlay roadways on Douglas Boulevard, in Granite Bay, Placer County, California.

And: **AT&T**

hereinafter called "OWNER," owns and maintains communication facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 6 dated X/X/15, LOCAL AGENCY shall relocate OWNER's communication facilities as shown on LOCAL AGENCY's contract plans for the improvement of Hot Mix Asphalt Overlay, Summer 2015, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY 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 LOCAL AGENCY and 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 receipt 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 LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.

II. LIABILITY FOR WORK:

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

III. PERFORMANCE OF WORK:

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for

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the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY'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 LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY'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 LOCAL AGENCY's highway contractor is \$1,500.

Within five (5) calendar days of bid opening, the LOCAL AGENCY shall forward a copy of the bid summary to the OWNER for review. The OWNER may terminate this agreement if the OWNER's cost portion of this Project as shown on the apparent responsive low bidder's bid exceeds \$1,500. If OWNER opts to terminate the agreement, OWNER must notify LOCAL AGENCY in writing within five (5) calendar days of receipt of bid summary, and take full responsibility for relocating OWNER's facilities in conflict with this Project.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

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.

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 2/2/15 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 LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA 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 BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to Caltrans or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

Where the actual cost of the utility relocation exceeds by 25% the estimated cost included in the Utility Agreement, an amendment to the Utility Agreement must be prepared and executed.

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

LOCAL AGENCY

AT&T

By: _____
Ken Grehm
Local Agency Director

By: _____
(Name)
(Title)

Date: _____

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE -File, 4) District Utility Coordinator - File

UTILITY AGREEMENT

County	Route	P.M.	Project #
Placer	Douglas Boulevard	Between Barton and Auburn Folsom	2990
	Edgewood Road	Between Edgewood Pl. and Hwy. 49	
	Richarson Drive	Between Atwood and Bell	
	Dry Creek Road	Between Joeger and State Highway 49	
Fed. Aid. No. STPL-5919 (125)			
Owner's File			
FEDERAL PARTICIPATION: On the Project : Yes/No			
On the Utilities: Yes/No			

UTILITY AGREEMENT NO. 8

The County of Placer hereinafter called "LOCAL AGENCY" proposes to overlay roadways on Douglas Boulevard, in Granite Bay, Placer County, California.

And: Placer County
Department of
Facility Services

hereinafter called "OWNER," owns and maintains sewer facilities within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. **WORK TO BE DONE:**

In accordance with Notice to Owner No. 8 dated X/X/15, LOCAL AGENCY shall relocate OWNER's sewer facilities as shown on LOCAL AGENCY's contract plans for the improvement of Hot Mix Asphalt Overlay, Summer 2015, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY 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 LOCAL AGENCY and 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 receipt 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 LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.

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II. LIABILITY FOR WORK:

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

III. PERFORMANCE OF WORK:

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY'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 LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY'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 LOCAL AGENCY's highway contractor is \$20,000.

Within five (5) calendar days of bid opening, the LOCAL AGENCY shall forward a copy of the bid summary to the OWNER for review. The OWNER may terminate this agreement if the OWNER's cost portion of this Project as shown on the apparent responsive low bidder's bid exceeds \$25,000. If OWNER opts to terminate the agreement, OWNER must notify LOCAL AGENCY in writing within five (5) calendar days of receipt of bid summary, and take full responsibility for relocating OWNER's facilities in conflict with this Project.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

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.

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 2/2/15 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 LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA 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 BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three

(3) years from the date the final payment was received by the OWNER and will be made available to Caltrans or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

Where the actual cost of the utility relocation exceeds by 25% the estimated cost included in the Utility Agreement, an amendment to the Utility Agreement must be prepared and executed.

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

LOCAL AGENCY

PLACER COUNTY DEPARTMENT OF FACILITY SERVICES

By: _____
Ken Grehm
Local Agency Director

By: _____
(Name)
(Title)

Date: _____

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE -File, 4) District Utility Coordinator - File

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