

UTILITY AGREEMENT

RW 13-5 (REV 9/2014)

#300-C1875

DISTRICT 03	COUNTY ED	ROUTE 49	POST MILE 11.78/12.40	EA 03-0E960
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER CIP Project No. 72375		
FEDERAL PARTICIPATION				
ON THE PROJECT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		ON THE UTILITIES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
OWNER PAYEE DATA NO.		OR, FORM STD 204 IS ATTACHED:		
		<input type="checkbox"/> YES		

UTILITY AGREEMENT NO. 2711.6L **DATE** 12-01-2017

County of El Dorado, Community Development Services, Department of Transportation, hereinafter called "COUNTY," acting by and through the State of California Department of Transportation, hereinafter called "STATE," proposes to realign and widen SR-49 between Pleasant Valley Road and Bradley Drive in Diamond Springs and El Dorado Irrigation District, hereinafter called "OWNER," owns and maintains water facilities within the limits of COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 2711.6L dated December 1, 2017, COUNTY shall relocate OWNER's facilities as shown on COUNTY's contract plans for the improvement of State Route 49, EA 03-0E960 which by this reference are made a part hereof. OWNER hereby acknowledges review of COUNTY's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the COUNTY 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 COUNTY 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 COUNTY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to COUNTY ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

Existing facilities along SR-49 and Black Rice Road are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at COUNTY expense.

The existing facilities on Lime Kiln Road are located in their present position pursuant to prescriptive rights prior and superior to those of the COUNTY and will be relocated at COUNTY expense.

III. PERFORMANCE OF WORK

COUNTY agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall have access to all phases of the relocation work to be performed by COUNTY, 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 COUNTY'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 COUNTY'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

The COUNTY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the COUNTY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

The OWNER shall pay its share of the actual cost of said work included in the COUNTY's highway construction contract within 45 days after receipt of COUNTY'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 COUNTY's highway contractor is \$92,979.40.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to COUNTY, COUNTY 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 COUNTY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse COUNTY said deficient costs upon receipt of an itemized bill as set forth herein.

It is understood that the relocation as herein contemplated includes betterment to OWNER's facilities by reason of increased capacity in the estimated amount of \$92,979.40 (which represents 12.8% of the estimate dated 09/18/2017. Said 12.8% shall be applied to the actual and necessary cost of work done), and OWNER shall credit the COUNTY for the actual and necessary cost of said betterment, all of the accrued depreciation and the salvage value of any materials or parts salvaged and retained by OWNER.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of COUNTY's request of 03/15/2016 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 COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing and COUNTY 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 COUNTY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the COUNTY within 30 days of the completion of the work described herein.

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Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on STATE highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

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.

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, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR)).

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

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

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.

The estimate cost to the OWNER for the work being performed by COUNTY's contractor is \$92,979.40, for its share of the described work as set forth in this Agreement and as identified in OWNER's Estimate of Cost attached to this Agreement and incorporated herein.

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

COUNTY: El Dorado

OWNER: El Dorado Irrigation District

By *Shiva E. Frentzen*
Name Shiva Frentzen
Title Chair, Board of Supervisors

12/19/2017 By *Jim Abercrombie*
Date Name Jim Abercrombie Date
Title General Manager

Attest:
James S. Mitrusin
Clerk of the Board of Supervisors

By *JM*
Deputy Clerk

12/19/2017
Date

Reviewed & Approved as to Form on: 3/7/18
Elizabeth Keiper
EID, Office of the General Counsel

APPROVAL RECOMMENDED:

By *Rafael Martinez*
Name Rafael Martinez
Director
Community Development Services
Title Department of Transportation

12/19/17
Date

By _____
Name _____ Date
Title _____

Exhibit A
DIAMOND SPRINGS PARKWAY PHASE 1A WATERLINE RELOCATION COST RESPONSIBILITY
8/9/2017

Segment	Length (ft)	EID Prior Rights	Location	Begin	End
12" DI Mainline (upsized from 8")					
L1	20.23	Yes ¹	SR 49	0+00.00	0+20.23
L2	14.17	Yes ¹	SR 49	0+20.23	0+34.40
L3	125.54	Yes ^{1,2}	SR 49	0+34.40	1+59.94
L4	221.33	Yes ²	SR 49	1+59.94	3+81.27
L5	179.70	Yes ²	SR 49	3+81.27	5+60.97
L6	192.24	Yes ²	SR 49	5+60.97	7+53.21
L7	155.18	Yes ^{2,3}	SR 49	7+53.21	9+08.39
L8	175.47	Yes ^{3,4}	SR 49	9+08.39	10+83.86
C1	92.47	Yes ⁴	SR 49	10+83.86	11+76.33
L9	122.17	Yes ⁴	SR 49	11+76.33	12+98.50
C2	520.65	Yes ⁴	SR 49	12+98.50	18+19.15
C3	184.98	Yes ⁴	SR 49	18+19.15	20+04.13
L10	274.83	Yes ⁴	SR 49 / Bradley Dr	20+04.13	22+78.96
L11	57.48	Yes ⁴	SR 49 / Bradley Dr	22+78.96	23+36.45
L12	21.47	Yes ⁴	SR 49 / Bradley Dr	23+36.45	23+57.92
TOTAL EST. 12" DIP (LF)	2,357.91	Cost Share⁷: County = 78.1% EID = 21.9%			

8" PVC C900 Lateral C (replace exist 8")					
Lateral C	9.00	Yes ⁵	Black Rice Rd	1+01.00	1+10.00
Lateral C	52.12	Yes ⁵	Black Rice Rd	1+10.00	1+62.12
TOTAL EST. 8" C900 (LF)	61.12	Cost Share: County = 100% EID = 0%			

8" PVC C900 Lateral D (upsized from 6")					
L1	457.95	Yes ⁴	Lime Kiln Rd	1+00.00	5+57.95
L2	73.05	Yes ⁴	SR 49 / Lime Kiln Rd	5+57.95	6+31.00
TOTAL EST. 8" C900 (LF)	531.00	Cost Share⁸: County = 87.2% EID = 12.8%			

12" DI Lateral E (for future Diamond Springs Parkway)					
Lateral E	127.49	N/A ⁶	SR 49 / Diamond Springs Pkwy	19+48.55	19+48.55
TOTAL EST. 12" DIP (LF)	127.49	Cost Share: County = 100% EID = 0%			

Footnotes:

¹ Existing 8" waterline within 26' water pipeline easement to Bureau of Reclamation per 635-OR-594

² Existing 8" waterline within 16' water pipeline easement to Bureau of Reclamation per 635-OR-594

³ Existing 8" waterline within 10' water pipeline easement to Bureau of Reclamation per 581-OR-376

⁴ Existing 6" waterline adjacent to Lime Kiln Road (prescriptive rights) and existing 6" waterline within the 16' water pipeline easement to Bureau of Reclamation per 595-OR-689

⁵ Existing 8" waterline within 50' non-exclusive road and public utility easement per P.M. 25-46 & 1539 OR 697

⁶ Proposed 12" lateral necessary for future service to Diamond Springs Parkway (County project)

⁷ Calculation (8" to 12" diameter):
8" WL Avg. Trench Area = 1012 in² (23" w x 44" d)
12" WL Avg. Trench Area = 1296 in² (27" w x 48" d)
1012 in² / 1296 in² = 78.1% County Share
100% - 78.1% = 21.9% EID Share

⁸ Calculation (6" to 8" diameter):
6" WL Avg. Trench Area = 882 in² (21" w x 42" d)
8" WL Avg. Trench Area = 1012 in² (23" w x 44" d)
882 in² / 1012 in² = 87.2% County Share
100% - 87.2% = 12.8% EID Share

Exhibit B
DIAMOND SPRINGS PARKWAY PHASE 1A WATERLINE RELOCATION COST ESTIMATE
 9/15/2017

Project #72375 - Diamond Springs Parkway Phase 1A

Item	Description	Unit	Quantity	Unit Price	Total Estimate	County Share	EID Share
1	Abandon Waterline	LF	2,400	\$ 25.00	\$ 60,000.00	\$ 60,000.00	\$ -
2	Remove Air Release Valve	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
3	Demolish Existing Vault	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
4	Remove Waterline	LF	650	\$ 100.00	\$ 65,000.00	\$ 65,000.00	\$ -
5	Relocate Water Meter	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ -
6	Relocate Air Release Valve	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
7	6" Gate Valve	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
8	8" Gate Valve	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
9	12" Gate Valve	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
10	1" Air Release Valve	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
11	2" Air Release Valve	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -
12	4" Blowoff Valve	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
13	1" PVC (Schedule 80)	LF	307	\$ 80.00	\$ 24,560.00	\$ 24,560.00	\$ -
14	8" PVC Waterline (Lateral C)	LF	62	\$ 110.00	\$ 6,820.00	\$ 6,820.00	\$ -
15	8" PVC Waterline (Lateral D)	LF	531	\$ 110.00	\$ 58,410.00	\$ 50,933.52	\$ 7,476.48
16	12" Ductile Iron (Mainline)	LF	2,358	\$ 125.00	\$ 294,750.00	\$ 230,199.75	\$ 64,550.25
17	12" Ductile Iron (Lateral E)	LF	128	\$ 125.00	\$ 16,000.00	\$ 16,000.00	\$ -
18	Install Fire Hydrant	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
19	8" to 6" Reducer	EA	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
20	12" to 8" Reducer	EA	1	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
21	End Cap (Type A)	EA	4	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ -
22	Water Service	EA	9	\$ 1,500.00	\$ 13,500.00	\$ 13,500.00	\$ -
	Construction Cost Subtotal				\$ 606,040.00	\$ 521,513.27	\$ 84,526.73
	Flagging Traffic			2.0%	\$ 12,120.80	\$ 12,120.80	\$ -
	Traffic Control Systems			2.0%	\$ 12,120.80	\$ 12,120.80	\$ -
	Water and Dust Pollution			1.0%	\$ 6,060.40	\$ 6,060.40	\$ -
	Construction Management			10.0%	\$ 60,604.00	\$ 60,604.00	\$ -
	Subtotal				\$ 696,946.00	\$ 612,419.27	\$ 84,526.73
	Contingency			10.0%	\$ 69,694.60	\$ 61,241.93	\$ 8,452.67
	Total Construction Costs				\$ 766,640.60	\$ 673,661.20	\$ 92,979.40