UTILITY AGREEMENT

#3	300-C1875		
	ROUTE	POST MILE	EA
D	49	11.78/12.40	03-0E960
	OWNER'S FILE NUMB	BER	
		CIP Project No. 72	375
☐ YES ⊠ NO	ON	THE UTILITIES YES	NO
OR, FORM STD 204 IS ATTAC	HED:		
_ U YES			
2711.6L	DATE	12-0	1-2017
	□ YES ☑ NO OR, FORM STD 204 IS ATTAC □ YES	OWNER'S FILE NUME OWNER'S FILE NUME ON OR, FORM STD 204 IS ATTACHED: YES	ROUTE POST MILE 49 11.78/12.40 OWNER'S FILE NUMBER CIP Project No. 72 ON THE UTILITIES YES OR, FORM STD 204 IS ATTACHED: YES

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.

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO. 2711.6L

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.

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO. 2711.6L

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.

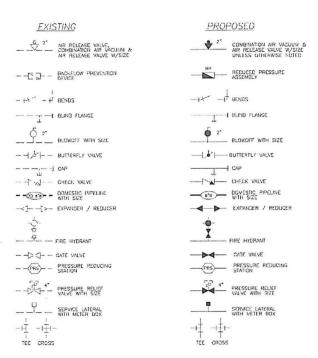
The estimate cost to the OWNER for the work being performed by COUNTY's contractor is \$92,979.40, for its share of the described work as set forth in this Agreement and as identified in OWNER's Estimate of Cost attached to this Agreement and incorporated herein.

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

COUNTY :	El Dorado		OWNER:	El Dorado Irrigation District	
Name Title Attest: James S. M	Chair, Board of Supervisors fitrisin Board of Supervisors	Date	Name		Date
By APPROVAI	Deputy Clerk L RECOMMENDED:	 Date			
By Name	Rafael Martinez Director	Date			Date
Title	Community Development Services Department of Transportation		Title		

- VALIVES & ATTENDANT HARDWARE SALVAGED DURING THE WATERLINE REPLACEMENT ARE TO BE RETURNED TO THE EID DISTRICT YARD, 2890 MOSQUITO ROAD, PLACERVILLE, CA 95667 IF REQUESTED BY EID.
- 3. ALL PIPE SHALL BE STERILIZED, FLUSHED, AND PRESSURE TESTED IN ACCORDANCE WITH AWWA AND EID'S STANDARDS.
- 4. EID METER BOXES SHALL BE PLACED PER CURRENT EID STANDARD DETAIL DRAWINGS W21 AND W21A.
- 5. THRUST BLOCKS SHALL BE INSTALLED PER CURRENT EID STANDARD DETAIL DRAWNGS WII & WIIA.
- 6. WATER SERVICE CONNECTIONS SHALL BE INSTALLED PER CURRENT EID STANDARD DETAIL DRAWNGS W20, W20A, AND W20C.

LEGEND:



GENERAL WATER NOTES

- WORK SHALL BE ACCOMPLISHED UNDER THE APPROVAL, INSPECTION AND TO THE SATISFACTION OF THE EL DORADO IRRIGATION DISTRICT (EID), CONSTRUCTION SHALL CONFORM TO THESE PLANS AND EID'S LATEST VERSION OF THE TECHNICAL SPECIFICATIONS AND STANDARD DRAWINGS.
- CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION CONFERENCE WITH EID INSPECTION 5 WORKING DAYS IN ADVANCE OF DOING WORK WITHIN THEIR JURISDICTION. CONSTRUCTION SHALL BE STARTED NO LATER THAN FIVE (5) DAYS AFTER THE PRECONSTRUCTION CONFERENCE.
- LOCATION OF ALL UNDERGROUND FACILITIES ARE APPROXIMATE ONLY —THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL FACILITIES PRIOR TO ANY EXCAVATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND FACILITIES AFFECTED BY THE WORK AND SHALL CONTACT UNDERGROUND SERVICES ALERT (USA) 48 HOURS PRIOR TO ANY EXCAVATION WORK FOR DETERMINATION AND LOCATION OF UNDERGROUND UTILITIES
- CONNECTIONS TO EXISTING WATER FACILITY SHALL BE DONE BY A LICENSED CONTRACTOR IN ACCORDANCE WITH EID TIE-IN PROCEDURES PER TECHNICAL SPECIFICATION.
- WHERE EXCAVATIONS FOR ANY FACILITIES CONSTRUCTION EXCEED 5 FEET IN DEPTH, CONTRACTOR SHALL OBTAIN AN EXCAVATION PERMIT FORM CAL/OSHA IN SACRAMENTO (PHONE 1-916-263-2800) POST PERMIT AT THE CONSTRUCTION SITE AND COMPLY WITH ALL REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY EID INSPECTION 48 HOURS PRIOR TO START OR RESTART OF WORK.
- 8. ONLY EID PERSONNEL SHALL OPERATE ANY VALVES ON EXISTING WATER SYSTEM.
- PIPELINES SHALL BE DISINFECTED, FLUSHED AND HYDROSTATICALLY TESTED IN ACCORDANCE WITH EID'S TECHNICAL SPECIFICATION.
- SERVICE INSTALLATIONS IN ROADWAYS WITH CUTS OR FILLS GREATER THAN 6 FEET IN HEIGHT AND SLOPES STEEPER THAN 3.1 SHALL HAVE THE METER BOX SET AT FINISH GRADE NEXT TO THE ROAD IN THE LOCATION DIRECTED BY SIGN. THE SERVICE LINE SHALL THEN BE EXTENDED 5 FEET BEYOND THE SLOPE CATCH POINT WITH PVC SCHEDULE 40 SIZED TO MATCH THE SERVICE. PLACE STEEL T-POSTS PAINTED BLUE AT THE END OF THIS SERVICE LINE.
- 11. LIDS SHALL BE MARKED "WATER".
- 12. CURBS SHALL BE WET STAMPED WITH A "W" BRAND WHERE WATER SERVICES INTERCEPT.
- 13. CONTRACTOR SHALL HAVE A COPY OF EID'S CONSTRUCTION STANDARDS ON THE JOB.
- REVISIONS TO THE DRAWINGS MUST BE APPROVED IN WRITTING BY EID.
- STAKING INFORMATION: MINIMUM SPACING SHALL BE 50 FEET (25 FEET IN RADIUS) UNLESS OTHERWISE DIRECTED BY EDI. INFORMATION MIL INCLUDE OFFSET, TYPE OF FACILITY AND CUT TO FLOW LINE ON THE FRONT OF THE STAKE AND ELEVATION AND STATION NUMBER ON THE BACK. ANGLE POINTS AND APPURTENANCES TO BE STAKED INCLUDING LINE AND CURB STAKES AS NEEDED, CUT SHEETS REQUIRED WHERE SUBGRADE HAS NOT BEEN MADE.

DIST	DIST COUNTY ROUTE		TOTAL PROJECT	SHEET NO.	TOTAL
3	ED	49	11.78/12.4	79	92

The state of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet

EID WATERLINE PLAN SCALE : NO SCALE

SHEET

DH OTOTO: TEB 5/9/2017 REGISTERED OVE ENGNEER DATE



COUNTY OF EL DORADO COMMUNITY DEVELOPMENT AGENCY TRANSPORTATION DIVISION

SR-49 REALIGNMENT -DIAMOND SPRINGS PARKWAY PHASE 1A

W-1 79 or 92 ^{**} 72375

