

**UTILITY AGREEMENT**

District	County	Route	P.M.	PROJECT ID
4	SM	101	6.6/20.5	04-1300-0206 (1J560)
Fed. Aid. No.				
Owner's File: N/A				
<b>FEDERAL PARTICIPATION:</b> On the Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

**UTILITY AGREEMENT NO. 2110.3                      DATE \_\_\_\_\_**

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE", proposes to install express lanes in both directions of US Route 101 that requires freeway modification and widening from 0.3 miles north of San Antonio Road Interchange to 0.3 miles south of Grand Avenue Interchange in San Mateo and Santa Clara Counties. The City of San Mateo, hereinafter called "OWNER", owns and maintains sanitary sewer facilities within the limits of STATE's project that require relocation to accommodate STATE's project.

**It is hereby mutually agreed that:**

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 2110.3, dated March 21, 2019, OWNER shall provide oversight of the design and relocation of its sanitary sewer facilities in order to accommodate construction of the STATE's project. All work shall be performed by Highway State contractor substantially in accordance with the utility plan for this project (Utility Sheet SS-1,2 and 3 prepared by AECOM) depicting the relocation of OWNER's facilities, dated March 26, 2019 and STATE's plans for this project, copies of which are on file in the District office of the Department of Transportation at 111 Grand Avenue, Oakland, CA 94612-3771.

Deviations from the OWNER's 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 OWNER's 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.

**II. LIABILITY FOR WORK**

The existing facilities described in Section I. above will be relocated at 100% STATE expense and 0% OWNER expense in accordance with Section 703 of the Streets and Highways Code, in accordance with the following proration:

Total Estimate for for relocation of OWNER’s facilities: .....	<u>\$30,000.00</u>
Total Estimated OWNER Liability, (0%):.....	\$00,000.00
Total Estimated STATE Liability,(100%):.....	\$30,000.00

**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.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER’s contractor is a public work under the definition of Labor Code section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

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**

The STATE shall pay its share of the actual cost of the herein described work within 45 days after receipt of OWNER’s itemized bill in quintuplicate, signed by a responsible official of OWNER’s organization and prepared on OWNER’s letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the STATE 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 STATE for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

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 the notification of completion of OWNER's work described in Section I of this Agreement, the 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. 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 bill shall be in the form of an itemized statement of the total costs charged to the project, less 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 the documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as a 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 of Accounts for Public Utilities found at 18 CFR Part 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 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645, and 2 CFR 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 March 21, 2019 to review, study and/or prepare plans and estimates for the work 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 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.

STATE will acquire new rights of way in the name of either the STATE or OWNER through negotiation or condemnation and when acquired in STATE's name, shall convey same to OWNER by Director's Easement Deed.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21<sup>st</sup> 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.

All obligations of STATE 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 STATE within 30 days of the completion of the work described herein.



UTILITY AGREEMENT NO. 2110.3

PLANNING AND MANAGEMENT COMPLETES EXCEPT SHADED COLUMNS

UTILITY COMPLETES:

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING		OBJ CODE	BFY	DOLLAR AMOUNT
0419UA021103	C401	2660	0869	04-1300-0206 (1J560)	9	9	2110X3	054	2019	\$30,000.00

**EA FUNDING VERIFIED:**

Sign:> 

Print:> Aaron Havel  
R/W Planning & Management      Date 6/3/19

**REVIEW/REQUEST FUNDING:**

Sign:>  C-3-19

Print:> Keanna Coolins  
Utility Coordinator      Date

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 30,000.00

**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.



HQ Accounting Office				Date
ITEM	CHAP	STAT	FY	AMOUNT
2660-302-0890-20.20	29	2018	2019	\$30,000.00

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds		\$
R/W Funds	04-1300-0206	\$30,000.00

VENDOR CUSTOMER NO.	VENDOR ADDRESS
VC0000020341	AD001

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