

**Exhibit 14-F UTILITY AGREEMENTS**  
**UTILITY AGREEMENT**

**Contra Costa County Public Works Department**

<b>County</b>	<b>Route</b>	<b>P.M.</b>	<b>Project #</b>
Contra Costa	Marsh	N/A	6R4119
<b>Fed. Aid. No. BRLS 5928(128)</b>			
<b>Owner's File: D-16146 to D-16148</b>			
<b>FEDERAL PARTICIPATION: On the Project : Yes</b> <b>On the Utilities: Yes</b>			

**UTILITY AGREEMENT NO. 002**

**COUNTY OF CONTRA COSTA**, a political subdivision of the State of California ("LOCAL AGENCY"), proposes to REPLACE THE BRIDGE ON MARSH DRIVE (BRIDGE NO. 28C-0442) OVER WALNUT CREEK APPROXIMATELY 0.2 MILES WEST OF SOLANO WAY WITHIN BOTH THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY AND CITY OF CONCORD, in CONTRA COSTA COUNTY, CALIFORNIA.

And: **CONTRA COSTA WATER DISTRICT**, a **County Water District**, ("OWNER"), owns and maintains water service lines, fire service lines, water meters, hydrants, appurtenant valves and valve boxes, manholes ("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. 002, dated 11/10/2020, OWNER shall perform the following activities: design engineering for the preparation of plans and specifications, inspection, water quality testing, attend meetings, review submittals, and provide project management. All work shall be performed substantially in accordance with OWNER's Project No. 120602, Plan No. D-16146 to D-16148, dated 10/21/20, consisting of 3 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 255 Glacier Drive, Martinez, CA 94553.

Deviations from the OWNER's 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 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.

It is mutually agreed that LOCAL AGENCY shall: relocate OWNER's existing 8" PVC water service line, relocate a hydrant, and relocate two appurtenant valves and valve boxes located within OWNER's easement at 5000 Marsh Drive, Concord, CA 94520 ("WORK SCOPE A"); relocate OWNER's two manholes, relocate a hydrant, and relocate 5 valves and valve boxes within the Public Road Right-of-Way on Marsh Drive ("WORK SCOPE B"); and relocate a 4" PVC water service line, a 2" copper water service line, a water meter, and a fire service line on private property located at 5000 Marsh Drive, Concord, CA 94520 ("WORK SCOPE C") as shown on OWNER's Project No. 120602, Plan Nos. D-16146 to D-16148, dated 3/19/20, consisting of 3 sheets, which plans are included in LOCAL AGENCY's Contract Plans as part of the LOCAL AGENCY's highway construction contract. OWNER shall have access to all phases of the work to be performed by the LOCAL AGENCY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

LOCAL AGENCY will obtain environmental compliance and regulatory permits necessary for the LOCAL AGENCY's highway construction contract.

OWNER will lead (and the LOCAL AGENCY shall support) coordination with OWNER's water customers for potential impacts during design and construction. LOCAL AGENCY shall include language in the LOCAL AGENCY's highway construction contract requiring the contractor to maintain water service at all times. The LOCAL AGENCY is to maintain continuous emergency response capability for repairing damage to the existing water facilities within four (4) hours of becoming aware of or being notified of damage, and is to repair such damage and shall notify OWNER of such emergency. The costs of these conditions will be included in the WATER FACILITIES bid items.

## **II. LIABILITY FOR WORK**

### **A. WORK SCOPE A:**

Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

### **B. WORK SCOPE B:**

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.

### **C. WORK SCOPE C:**

The facilities are services installed and maintained on private property required for highway purposes and will be relocated at LOCAL AGENCY's expense.

The estimated cost for WORK SCOPES A and C is as follows:

Estimated cost of WORK SCOPE A performed by Project Contractor	\$60,000
Estimated cost of WORK SCOPE C performed by Project Contractor	\$25,000
OWNER'S design costs	\$20,500
OWNER'S Inspection/Construction Management Costs	\$43,500
Estimated parcel acquisition cost by Project	\$2,700
<b>TOTAL ESTIMATED COSTS FOR WORK</b>	<b>\$151,700</b>
OWNER'S TOTAL ESTIMATED LIABILITY (0%)	\$0
LOCAL AGENCY'S TOTAL ESTIMATED LIABILITY (100%)	\$151,700

The estimated cost for WORK SCOPE B is as follows:

Estimated WORK SCOPE B performed by Project Contractor	\$50,000
LOCAL AGENCY's design costs	\$2,500
LOCAL AGENCY's Inspection/Construction Management Costs	\$2,500
<b>TOTAL ESTIMATED COSTS FOR WORK</b>	<b>\$55,000</b>
OWNER'S Total Estimated Liability (100%)	\$55,000
LOCAL AGENCY'S Total estimated liability (0%)	\$0

The LOCAL AGENCY's highway contractor is performing the relocation for WORK SCOPE B which is 100% OWNER liability. The estimated cost of WORK SCOPE B is \$50,000. If the amount of the LOCAL AGENCY's Contractor's bid exceeds the \$50,000 estimate, the OWNER may, at its sole discretion, elect to remove WORK SCOPE B from the LOCAL AGENCY's highway construction contract at no cost to the OWNER and shall notify the LOCAL AGENCY of such election in writing within seven (7) calendar days of receiving bid results from the LOCAL AGENCY. The LOCAL AGENCY then agrees to provide the OWNER a four (4) week access period to the LOCAL AGENCY's highway construction contract site after Stage 2 traffic handling work is done for the OWNER to complete WORK SCOPE B relocation. If the OWNER is unable to meet the four-week time frame allotted to complete the relocation for WORK SCOPE B, a Contract Change Order will be processed to increase the time and the OWNER will be sent a bill for any delay costs.

### III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, 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 LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

OWNER agrees to perform the herein described work, excepting that work being performed by the LOCAL AGENCY'S highway contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

The LOCAL AGENCY, in its sole discretion, shall conduct a joint final inspection of completed relocation work with OWNER. If WORK SCOPES A, B, AND C are not accepted by OWNER, the OWNER will notify the LOCAL AGENCY. If the OWNER approves and accepts the final relocation of WORK SCOPES A, B, AND C, the OWNER shall provide their acceptance and approval through OWNER's Construction Administrator within ten (10) business days after the joint final inspection and OWNER shall not unreasonably withhold or delay its determination of WORK SCOPES A, B, AND C as satisfactory. If the WORK SCOPES are not accepted or approved within the allotted timeframe of ten (10) business days, work will be deemed approved by OWNER.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. 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 California Department of Human Resources travel expense guidelines.

Engineering services for preparation of plans, specifications, estimates, supervision, inspection, testing, attend meetings, review submittals, and project management are to be furnished by the OWNER and approved by the LOCAL AGENCY. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Subpart E, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

LOCAL AGENCY shall provide final as-built set of plans to OWNER's CAD standards and specifications with a new stamp by the Engineer of Record at completion of construction prior to and as a condition of acceptance by OWNER. LOCAL AGENCY shall provide OWNER with both a pdf and a CAD file of the final as-built set of plans.

#### **IV. PAYMENT FOR WORK**

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 90 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 and necessary 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 (PUC), Federal Energy Regulatory Commission (FERC) or Federal Communications Commission (FCC), whichever is applicable.

It is understood and agreed that the LOCAL AGENCY 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 LOCAL AGENCY for all accrued depreciation of 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 itemized 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 LOCAL AGENCY 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 LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY 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.

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 LOCAL AGENCY 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 LOCAL AGENCY. 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 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 LOCAL AGENCY.

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 in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY 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, 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 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 LOCAL AGENCY upon receipt of LOCAL AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

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 of WORK SCOPE B to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$50,000.

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

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 4/22/19 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.

All obligations of 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.

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

LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

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 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 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.

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 STATE 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.

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.

If, in connection with OWNER’s performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, “Guidance”) issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER’s actions are in compliance with the Guidance.

Except for warranty work under the one (1)-year warranty to be provided by LOCAL AGENCY’s contractor, OWNER will become responsible for operation and maintenance of the WATER FACILITIES upon its acceptance thereof.

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

**CONTRA COSTA COUNTY**

**CONTRA COSTA WATER DISTRICT**

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

By \_\_\_\_\_  
Stephen J. Welch  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Sharon Anderson  
County Counsel

By \_\_\_\_\_  
Douglas E. Coty  
District Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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