

**ORANGE COUNTY TRANSPORTATION AUTHORITY
UTILITY AGREEMENT**

District 12	COUNTY Orange	ROUTE I-405	POST MILE 9.3-24.2	EA 12-OH1000	PROJECT ID 1200000180
FEDERAL AID NUMBER N/A			OWNER'S PLAN NUMBER N/A		
FEDERAL PARTICIPATION					
On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			On the Utilities <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
UTILITY AGREEMENT NO. UK204650			DATE		

This Utility Agreement ("Agreement") is dated June 28, 2017 and is between the Orange County Transportation Authority ("Authority") and the Orange County Sanitation District ("Sanitation District"), which are sometimes referred to individually in this Agreement as a "party" or together as the "parties."

The Authority in cooperation with the California Department of Transportation ("Caltrans") is proposing to improve Interstate 405 between State Route 73 and Interstate 605 ("Project"). The Authority and Caltrans have entered into *Cooperative Agreement No. 12-697* relating to the Project under which Caltrans will provide Project oversight, the Authority will perform construction, and upon completion of the Project, Caltrans will continue to own and maintain the Interstate 405.

The Sanitation District owns, operates, and maintains a regional sewerage system, including the sewerage facilities described in Exhibit A (each a "Facility" and any two or more are the "Facilities"). The Facilities are within the limits of the Project. In order to accommodate construction of the Project, protection of certain Facilities (which the Authority believes will not suffer any direct impact from the Project or its construction) requires cooperation between the Authority and the Sanitation District and, in some cases, may require additional mitigation measures not anticipated by the Authority to ensure that the Facilities are protected in place ("Protection Measures"). Any Protection Measures related to the Facilities as a result of the Project must be reviewed and approved by the Sanitation District prior to construction. Any construction over, under, or directly proximate to the Facilities must be inspected by the Sanitation District to ensure safe operation of the Sanitation District's sewerage systems.

The Authority and the Sanitation District intend by this Agreement to provide for the conditions under which the Authority may build over, under, or within the zone of influence of the Facilities as reasonably determined by the Sanitation District and provides the approach by which the parties will cooperate to determine appropriate Protection Measures to protect the Facilities. This Agreement is also intended to facilitate the Authority's payment to the Sanitation District of the Sanitation District's costs related to the review, oversight, and inspection of the Project design as it relates to the Facilities, along with any plans for protection of the Facilities.

The Authority and the Sanitation District therefore agree as follows:

1. PROTECTION WORK.

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- a. Facility Protection. In accordance with the Relocation Claim Letters attached as Exhibit A, dated March 10, 2015 and May 30, 2017, the Authority shall take such steps as are reasonably necessary to protect the Facilities for the improvement of Interstate 405, EA 12-OH1000, subject to the written approval by the Sanitation District's General Manager (or his designee) ("**General Manager**") of the final engineering plans and specifications (the "**Plans**").
- b. Sanitation District's Approval of Plans. The Sanitation District's General Manager shall review the proposed Plans related to the Sanitation District's Facilities. The Sanitation District shall make commercially reasonable efforts to review and provide any comments back to Authority within 30 days. The Sanitation District agrees not to unreasonably withhold its approval of the Authority's design of required Protection Plans. Additionally, the Sanitation District agrees to provide a written notice requesting a review period extension in the event its review will extend beyond 30 calendar days. It is intended by the parties that for the purposes of this Agreement, the Sanitation District's review of the Authority's Plans will extend only to those portions of the Authority's Plans that the Sanitation District reasonably concludes may have an impact on one or more of the Facilities.
- c. Deviation from Plans. It is contemplated that the Plans may be revised due to concerns raised by either party regarding the method of protection proposed by the Authority. The Authority shall not commence any work that deviates from the Plans prior to the Sanitation District's approval, which approval is subject to the Sanitation District's General Manager's sole discretion. The Sanitation District will use commercially reasonable efforts to review and approve revisions to the Plans within 30 days after their delivery to the Sanitation District and written acknowledgment of receipt. If additional time is required, the Sanitation District shall provide the Authority with a written notice identifying the additional time requested.
- d. If the Sanitation District reasonably determines that the proposed Protection Measures for any Facility will be insufficient to protect that Facility, and that modification of the Facility may be required to ensure its compatibility with the Authority's Project, then upon the Sanitation District's written notice to the Authority, the affected Facility will no longer be subject to this Agreement, and the parties will enter into a separate utility agreement concerning the potential modifications for that Facility.
- e. Notification of Construction; Access. The Authority shall advise the Sanitation District of the anticipated dates of construction activities related to the Plans at least 30 days prior to the date of construction. The Sanitation District shall at all

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times have access to its Facilities, and the Authority and its contractor shall not restrict or obstruct the Sanitation District's access to any Facility at any time.

- f. Ownership and Maintenance. Ownership and Maintenance of the Facilities will remain with the Sanitation District. Prior to the Authority's construction, and within 30 days after the Authority provides notice to do so, the Sanitation District will inspect each Facility by way of CCTV inspection or, if CCTV inspection is not feasible for a particular Facility, by way of other reasonable means of inspection. Upon completion of the construction by the Authority and removal of any temporary protective devices, the Sanitation District shall be provided reasonable time for final inspection of the Facilities to ensure systems have not suffered any damage as a result of the Project's construction. The Sanitation District shall provide written acceptance that the Facilities remain undamaged or generate a punchlist of necessary repair as a result of Project within 30 days of the Authority's request. The Authority shall be responsible for all damages arising out of its Project and shall perform all necessary repairs to any Facility within a reasonable time after notification by the Sanitation District, at the Authority's sole cost.
- g. Property Rights Acquisition. Nothing in this Agreement is intended to waive or limit the Sanitation District's right to just compensation for all Project-related uses of the Sanitation District's real or personal property. The Authority shall acquire any necessary property rights from the Sanitation District in accordance with state and federal law prior to undertaking construction of the Project on the Sanitation District's property. The Sanitation District does not by this Agreement grant, convey, or transfer any rights to use of the Sanitation District's property and intends only to provide for the method of review and approval of plans, inspection, and reimbursement of the Sanitation District's costs.

2. SANITATION DISTRICT'S COSTS.

- a. The Facilities are lawfully maintained in their present location and qualify for protection at the Authority's expense under the provisions of Section 703 of the Streets and Highways Code.
- b. The Authority assumes all costs associated with the protection of any of the Facilities, including the Sanitation District's costs of plan review and inspection. The Sanitation District does not benefit from the Project and therefore will have no liability for any costs arising out of or relating to any protection of the Facilities under or in connection with this Agreement.
- c. The Sanitation District estimates that the cost of the Sanitation District's work under this Agreement will be \$94,682.00 ("**Estimated Sanitation District Costs**").

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3. SANITATION DISTRICT'S INSPECTIONS .

- a. Sanitation District Inspection. The Sanitation District may inspect (and the Authority shall provide the Sanitation District with access to) any phase of the work for the purpose of the Sanitation District's inspection to ensure that the work is in accordance with the specifications contained in the Plans and any related construction contract. The Sanitation District shall direct all questions regarding the work to the Authority's Resident Engineer for his or her evaluation and recommended disposition.
- b. Public Work. Inspections and field work described above in this Section 3 and performed by Sanitation District employees fall within the exception of Labor Code Section 1720(a)(1) and do not constitute a public work under Section 1720(a)(2) and are not subject to prevailing wages.

4. AUTHORITY'S PAYMENT FOR SANITATION DISTRICT COSTS.

- a. The Authority shall construct any Protection Measures necessary for the Project at no cost to the Sanitation District and shall pay the Sanitation District for its Actual Costs (as defined in this section) of
 - (1) Administration of this Agreement (including planning, coordination, and communication with the Authority) and review and approval of the Plans (and any revisions to the Plans); and
 - (2) Inspection of the construction of any Protection Measures.
- b. **"Actual Costs"** means the total fully-burdened salaries, wages, and equipment costs including overhead and administration.
- c. It is understood and agreed that the Authority will not pay for any betterment or increase in capacity of the Sanitation District's facilities as part of this Agreement, and that any request by the Sanitation District for changes in the Plans that involve any such betterment or increase in capacity shall, if the Authority accepts such proposed changes, be paid for solely by the Sanitation District.
- d. The Sanitation District shall not use any out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) for its plan review, or inspection work under this Agreement.
- e. All costs incurred by the Sanitation District as a result of the Authority's Initial RCLs of March 10, 2015 to review plans for the Project may be billed pursuant to the terms and conditions of this Agreement.

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f. Billing Procedure.

- (1) Progress Bills. Not more frequently than once a month, but at least quarterly, the Sanitation District will prepare and submit progress bills itemized for costs incurred not to exceed the Sanitation District's recorded costs. The Sanitation District's itemized progress bill must be signed by an authorized official and prepared on the Sanitation District's letterhead, compiled on the basis of Actual Costs incurred and charged or allocated to the plans related to the Facilities in accordance with the policies of the Sanitation District that conform to the accounting principles generally accepted in the United States of America (GAAP) as applicable to governments.
- (2) Progress Payments. The Authority shall pay the Sanitation District within 45 days after receipt of the Sanitation District's progress bills. Payment of progress bills not to exceed 125% of the Estimated Sanitation District Costs may be made under the terms of this Agreement. The Authority shall pay progress bills that exceed 125% of the Estimated Sanitation District Costs only upon receipt and approval by Authority of documentation supporting the cost increase and after an amendment to this Agreement has been executed by the parties to this Agreement.
- (3) The Sanitation District shall submit a final bill to the Authority within 365 days after the completion of the Sanitation District's acceptance of the construction described in Section 1. If the Authority has not received a final bill within 365 days after notification of completion of the work, then the Authority shall provide written notification to the Sanitation District of its intent to close its file within 30 days. All remaining costs will be deemed to have been abandoned if not submitted to the Authority for payment prior to such closure of the file. If the Authority processes a final bill for payment first received from the Sanitation District after closure of the file, payment of the late bill may be subject to allocation and/or approval by the Authority's Board of Directors.
- (4) The final billing must be in the form of an itemized statement of the total costs charged to the Project, less any amounts covered by progress billings. However, the Authority 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 Sanitation District and approval of that documentation by the Authority. Payment of the amount over the Estimated Sanitation District Costs may be subject to allocation and/or approval by the Authority Board of Directors.

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- g. If the parties anticipate that the Sanitation District's costs will exceed 125% of the Estimated Sanitation District Costs, then the parties shall negotiate in good faith an amendment to this Agreement prior to the payment of the Sanitation District's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section 1 of this Agreement shall have the prior concurrence of the Authority and the Sanitation District.
- h. Sanitation District shall retain detailed billing records for a period of three years from the date of the final payment, and will make the records available for audit by Authority, State and/or Federal auditors. The Sanitation District currently complies with State law applicable to sanitation districts and generally accepted accounting principles, which are generally consistent with existing Federal regulations. Upon notice from the Authority, the Sanitation District shall comply with any additional Federal regulations identified by the Authority as applicable to the Sanitation District's actions in connection with the Project under this agreement.
- i.

5. TERMINATION.

If the Authority's Project is canceled or modified so as to eliminate the need for the Protection of the Facilities, then the Authority will notify the Sanitation District in writing and any party may terminate this Agreement at any time prior to the commencement of construction by providing 30 days written notice to the other party. The Authority shall pay the Sanitation District for all costs incurred up to the date of termination. The billing procedures in Section 4 shall survive the termination of this Agreement.

6. INSURANCE.

The Authority shall incorporate within the contract documents for the Project a requirement for the contractor to obtain and keep in full force and effect throughout the life of the Project insurance naming the Sanitation District as an additional insured and in compliance with all insurance requirements in Exhibit B.

7. INDEMNITY.

- a. The Authority shall be responsible for all costs, expenses, losses, fines, penalties, civil administrative liabilities, and liabilities relating to the construction or maintenance of the Project including any Protection Measure related to the Facilities, and shall indemnify, defend, and hold harmless the Sanitation District, its directors, officers, agents, and employees, from all claims, demands, actions, costs (including attorneys fees), liabilities, losses, damages, including claims for

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personal injury (including death) or property damages, penalties, fines, administrative civil liabilities, and/or remediation costs arising from or in any way associated with the following:

- (1) Construction of any Protection Measure related to the Facilities, including but not limited to trenching, backfill work above the pipe zone, and pavement work;
- (2) Any overflows or spills of wastewater from the Facilities arising out of or relating to the construction of the Project; and
- (3) Any claims for sewer capacity by any former discharger to the Facilities that are impacted by any Protection Measure related to the Facilities.

b. This indemnity provision will survive the termination of this Agreement.

8. GENERAL PROVISIONS.

- a. This Agreement contains the entire agreement between the parties concerning the protection of any of the Facilities, except with respect to compensation for the Authority's use of any of the Sanitation District's property rights. Any amendment to this Agreement must be in a writing executed by both parties.
- b. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly.
- c. A waiver of any breach of any provision of this Agreement or of any failure to comply with any requirement of this Agreement will not be deemed a waiver of any other provision or requirement of this Agreement, and no waiver will be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act will not be deemed an extension of time for performance of any other obligation or act.
- d. Authority represents and warrants that no federal or California state funds will be used to pay Sanitation District under this Agreement. Sanitation District represents and warrants that it will not use federal or California state funds in order to perform any of its obligations under this Agreement. The parties agree that they shall not seek or obtain payment or reimbursement from Caltrans for any work, cost, expense, fee, obligation or liability that arises under this Agreement.
- e. This Agreement will be executed in duplicate originals, one of which will be retained by each party.

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- f. This Agreement will inure to the benefit of and will be binding upon the parties and their respective successors and assigns.
- g. This Agreement will be governed and construed in accordance with California law.
- h. Each party shall execute and deliver any instruments, and to perform any actions that may be necessary, or reasonably requested, in order to give full effect to this Agreement.
- i. The Sanitation District hereby delegates to its General Manager the authority to approve any deviations from the Plans, in his sole and absolute discretion, as contemplated in section I.c.
- j. All notices or other communication must be in writing and be personally served or delivered by United States mail, or nationally-recognized overnight carrier addressed as follows, with a courtesy copy by email:

Sanitation District:
 Orange County Sanitation District
 10844 Ellis Avenue
 Fountain Valley, CA 92708
 Mr. Rob Thompson
 Director of Engineering
 Email: RThompson@ocsd.com
 Tel: 714-593-7310

Authority:
 Orange County Transportation Authority
 550 South Main Street
 P.O. Box 14184
 Orange, CA 92863-1584
 Attn: Mr. Dennis Mak
 Email: DMak@octa.net
 Tel: 714-560-5446

Any party may, by notice to the others, designate a different address for notices which will be substituted for that specified above. Any notice given as provided in this section will be deemed to have been received, if personally served, as of the date and time of service, or if deposited in the mail as provided above, forty-eight (48) hours after deposit in the mail.

Signatures on Following Page

UTILITY AGREEMENT NO.
UK204650

SIGNATURE PAGE
TO
UTILITY AGREEMENT NO.
UK204650

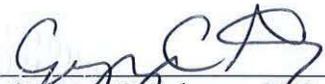
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below.

**ORANGE COUNTY SANITATION
DISTRICT**

**ORANGE COUNTY
TRANSPORTATION AUTHORITY,
a public entity**

APPROVED

APPROVED

By: 
Gregory C. Sebourn, PLS
Board Chair

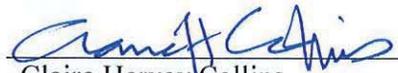
By: 
FOR: Jim Bell
Executive Director,
Capital Programs

Date: 6/28/2017

Date: 6/22/17

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

APPROVED AS TO FORM:

By: 
Claire Hervey Collins
Special Counsel

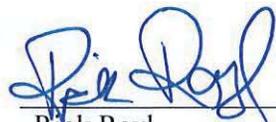
By: 
Rick Rayl
Special Counsel

Exhibit A
Relocation Claim Letters



RECEIVED

2015 MAR 17 AM 10: 50

OCSD
Receptionist

March 10, 2015

BOARD OF DIRECTORS

Jeffrey Lalloway
Chairman

Lori Donchak
Vice Chair

Lisa A. Bartlett
Director

Andrew Do
Director

Michael Hennessey
Director

Steve Jones
Director

Jim Katapodis
Director

Gary A. Miller
Director

Al Murray
Director

Shawn Nelson
Director

Miguel Pulido
Director

Tim Shaw
Director

Todd Spitzer
Director

Michelle Steel
Director

Tom Tait
Director

Frank Ury
Director

Gregory T. Winterbottom
Director

Ryan Chamberlain
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Darrell Johnson
Chief Executive Officer

OCSD
10844 Ellis Avenue
Fountain Valley, CA 92708

Attention: Mr. Rudy Davila
Project Manager

Subject: **I-405 Improvement Project (EA -OH1000)**
Relocation Claim Letter/Utility Conflicts
Utility ID No. OCSD1172

Dear Mr. Davila:

The Orange County Transportation Authority (OCTA) in cooperation with Caltrans, proposes to improve the Interstate 405 (I-405) from I-605 to SR-73. The environmentally selected alternative includes reconfiguration of interchanges, intersections widening the freeway for general purpose lanes and re-striping various locations along the corridor. It is anticipated that the environmental approval will take place this summer while OCTA continues the process of advancing preliminary engineering for utilities.

Enclosed is one preliminary map covering OCSD conflict areas of the proposed I-405 Project.

Your Company's facilities are within the proposed project area and may be affected by planned construction. These plans are for your use in:

- (1) Verifying your existing facilities as shown on the plans
- (2) Completing your **Conceptual Preliminary Relocation Plans**
- (3) Identifying related easement requirements
- (4) Developing your claim of liability

This is a freeway and all rights of access will be restricted. If the OCTA is liable for any portion of your relocation costs, and if a consulting engineer will prepare any of your plans, a copy of the proposed agreement with your consultant must be furnished to this office as soon as possible. Employment of a consultant for a fee based on a percentage of the relocation cost is not acceptable. If desired, an example of a typical consultant agreement, along with the Certification of Consultant, will be furnished upon your request.

It is the intent of the project to replace property rights "in kind" to existing terms. If easements are required to relocate your facilities, please delineate your needs on the plans. This information is necessary as soon as possible so your replacement easements can be planned for by the OCTA along with other lands required for this project. You may **submit your easement requirements ahead of your overall conceptual preliminary relocation plans.**

Please submit the following information for review so a Preliminary Draft Utility Agreement can be prepared:

1. Two sets of your conceptual **preliminary relocation plans** with related easement requirements, if any, and any changes to the existing facilities as shown on the State's preliminary plans.
2. The date your existing facilities were installed.
3. Your occupancy rights for installation:
 - A. Fee-owned land
 - B. Easement (recorded)
 - C. Easement (unrecorded)
 - D. Prescriptive right
 - E. Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA)
 - F. Franchise
 - G. State Permit
 - H. County Permit
 - I. City Permit
 - J. Joint Pole Agreement
 - K. Other (explain)

Please provide a copy of your documentation to support your occupancy rights claim for A, B, C, D, or E above,

4. An itemized estimate of cost for the preparation of your conceptual preliminary relocation design so a Design based utility agreement can be prepared.
5. Your work will be performed by:
 - A. Own forces
 - B. Continuing contractor
 - C. Competitive bid contract
6. Your liability claim:

OCTA _____%

OCS D _____%

The Project is currently scheduled for construction start in the summer of 2017.

Please submit your information to me by no later than April 10, 2015. If you have any questions or require additional information, please feel free to contact me at (714) 560-5406.

Your Cooperation is greatly appreciated.

Sincerely,


M. Joseph Toolson
OCTA Project Manager

Enclosures: 1) Conflict Map(s)



I-405 IMPROVEMENT PROJECT

ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street, Orange, CA 92863



May 30, 2017

Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Attention: Mr. Rudy Davila
Project Manager

Subject: **I-405 Improvement Project (EA –OH1000)**
Relocation Claim Letter/Utility Conflicts
Utility ID No's: 1109, 1112, 1114, 1115, 1171, 1172, 1249, 4400, 4402, 4403, 4407,
4408, 4650, 6034, 8097

Dear Mr. Davila:

The Orange County Transportation Authority (OCTA) has been working closely with your office to develop a means of addressing utilities potentially impacted by the proposed Interstate 405 from Interstate 605 to State Route 73 (Project). In order to facilitate reviews of facilities owned by Orange County Sanitation District (OCSD) which have the potential to be impacted or require protection from construction activity, we are providing you with an additional Relocation Claim letter which addresses fifteen (15) separate facilities.

Enclosed are preliminary maps covering these locations. These plans are for your use in:

- (1) Verifying your existing facilities as shown on the plans
- (2) Reviewing Protection Plans as required
- (3) Identifying related easement requirements

For sewer systems within the Project area, it has been pre-determined by the Streets and Highways Code that cost liability falls upon the Project for protection of sewer facilities as a result of highway construction. Reviews and inspections may be requested by OCSD as a result of the Project which may include OCSD or other support staff. If a consulting engineer is planned to be used to represent and support your efforts for review of protection plans, a copy of the proposed agreement with your consultant is requested to be furnished to this office as soon as possible.

Since this letter is being sent with regards to protection of your facilities only, we do not anticipate any property rights modifications.

We request that you investigate the following to support our efforts going forward:



1. Your occupancy rights for installation:

- A. Fee-owned land
- B. Easement (recorded)
- C. Easement (unrecorded)
- D. Prescriptive right
- E. Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA)
- F. Franchise
- G. State Permit
- H. County Permit
- I. City Permit
- J. Joint Pole Agreement
- K. Other (explain)

2. Source of how your work will be performed to support this agreement:

- A. Own forces
- B. Continuing contractor
- C. Competitive bid contract.

3. Your liability claim for this protection work:

OCTA _____ 100% OCSD _____ 0%

Design for the Project is currently scheduled to begin summer 2017 and construction will start in early 2018.

Please submit the information above as soon as available. If you have any questions or require additional information, please feel free to contact Joe Toolson at (714) 560-5406.

Your Cooperation is greatly appreciated.

Sincerely,

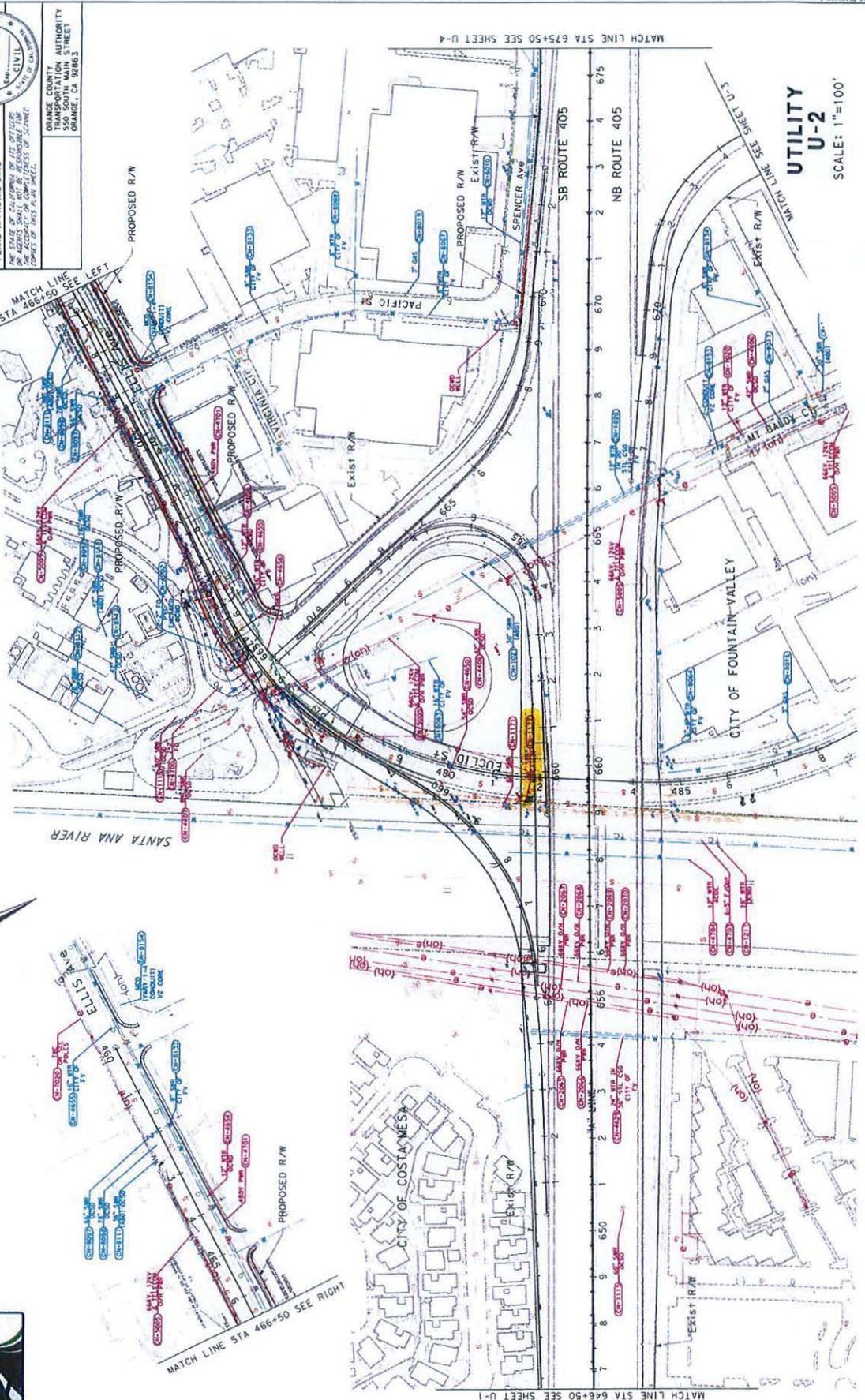


Joe Gallardo
Manager Real Property

Enclosures: Conflict Maps

cc: Jillian Gattuso, PMC
 Kendall Zirkel, OCTA
 Brent Scharnberg, Stadia Realty

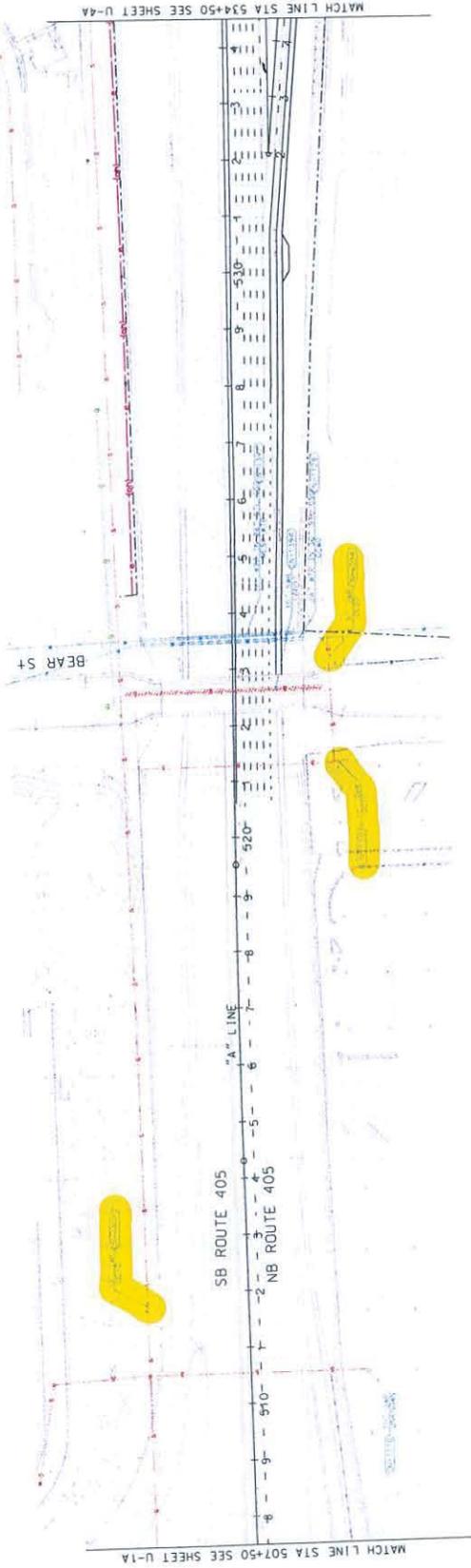
DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
12	Or	22, 405	NO. 6/PM. 7.00, 7.01, 0	12
			12.1/23.9	
REGISTERED CIVIL ENGINEER		DATE	PROJECT ENGINEER	
PLANS APPROVAL DATE		REGISTERED CIVIL ENGINEER		
ORANGE COUNTY AUTHORITY 550 SOUTH MAIN STREET ORANGE, CA 92663				



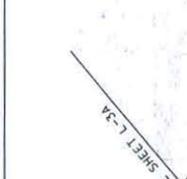


DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
12	Or	22-405	RD. 6+RD. 1+RD. 7+RD. 12+RD. 23+3	12
REGISTERED CIVIL ENGINEER DATE				
PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR CONFLICTS OF THIS PLAN SHEET.				
REGISTERED PROFESSIONAL ENGINEER				
ORANGE COUNTY TRANSPORTATION AUTHORITY				
1500 SOUTH MAIN STREET				
ORANGE, CA 92663				

CITY OF COSTA MESA



UTILITY
U-2A
SCALE: 1"=100'



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
12	Or-Co	22-405	NO. 6780.7-80.7 (M) 2 12-123-3	9

REGISTERED CIVIL ENGINEER DATE

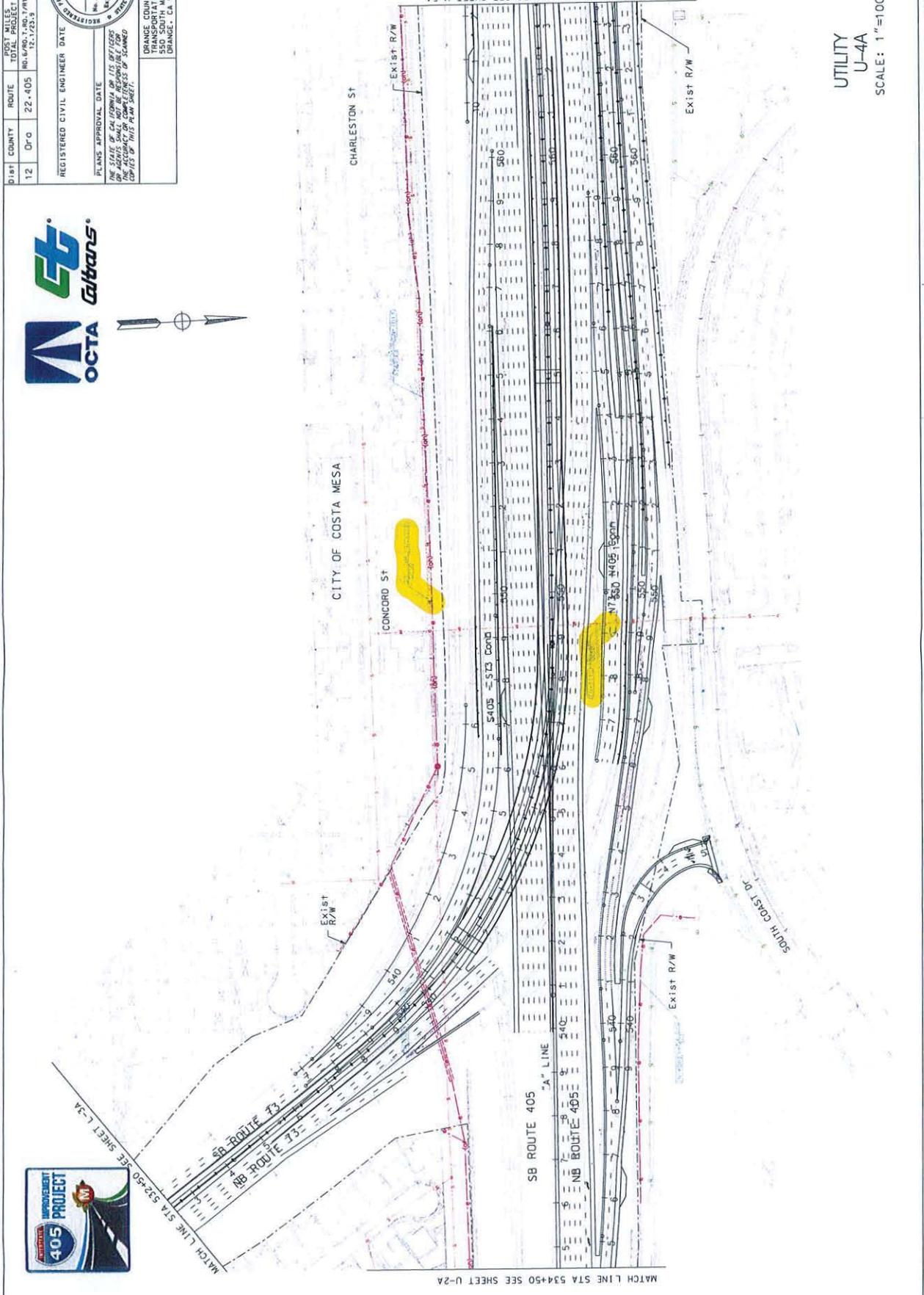
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR CONSEQUENCES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER

ORANGE COUNTY TRANSPORTATION AUTHORITY

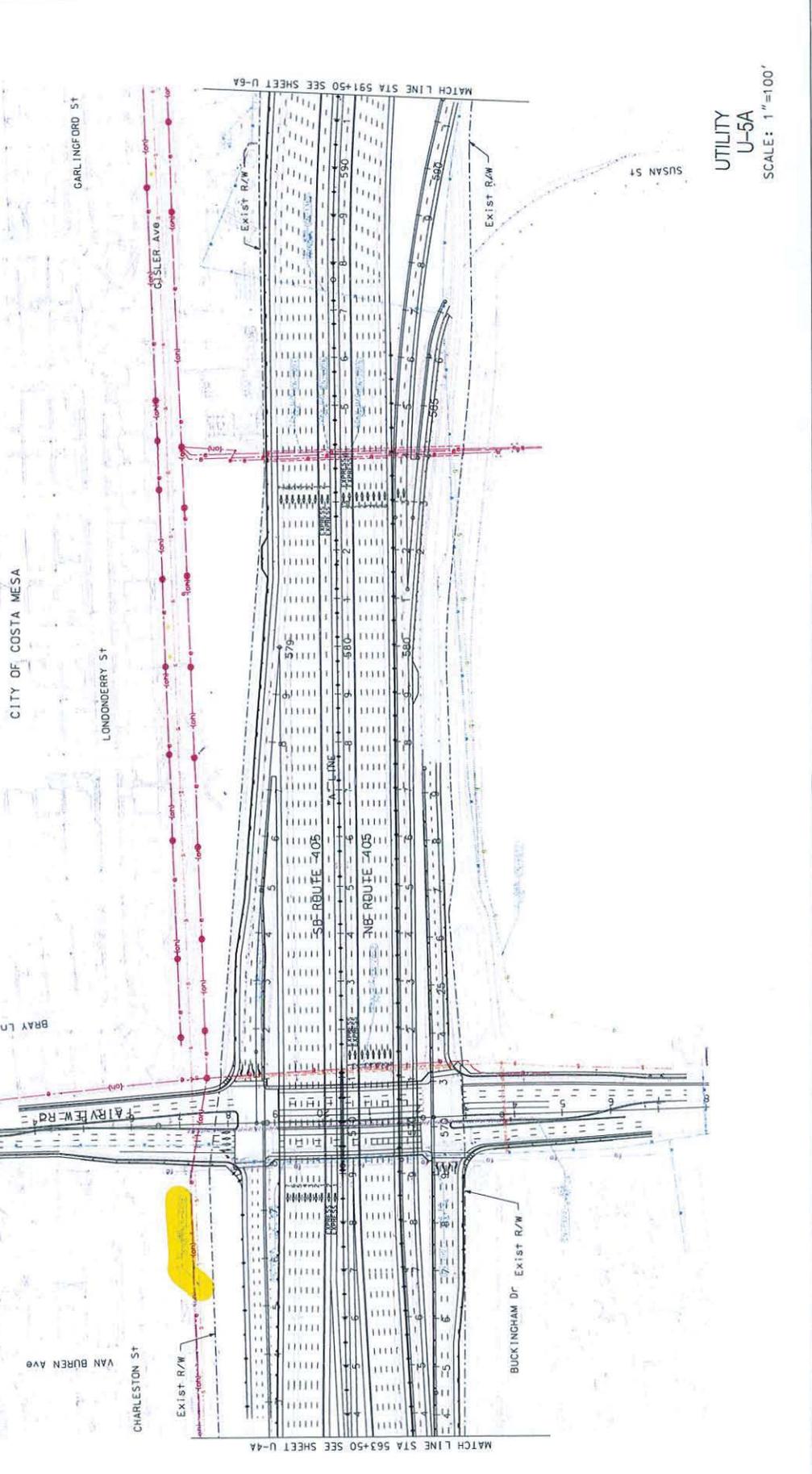
3100 EAST AVENUE, SUITE 100
ORANGE, CA 92663



REVISIONS	DATE REVISION	CHECKED BY



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL
12	Or	22-405	RD. 6+RD. 7+RD. 7+R-1 12.123.9	NO. SHEETS
REGISTERED CIVIL ENGINEER DATE				
PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS, SHALL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF THIS PLAN SHEET.				
REGISTERED PROFESSIONAL ENGINEER No. Exp. CIVIL STATE OF CALIFORNIA				
ORANGE COUNTY TRANSPORTATION AUTHORITY 550 SOUTH MAIN STREET ORANGE, CA 92668				



UTILITY
U-5A
SCALE: 1"=100'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	DESIGNED BY	CHECKED BY	DATE REVISED



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
12	OrCo	22,405	RD.6/RO.7/RO.7/RI.0	12/12

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THIS PLAN SHEET.

ORANGE COUNTY TRANSPORTATION AUTHORITY
10000 N. TULSA AVE., SUITE 200
DANA POINT, CA 92689



UTILITY U-2

SCALE: 1"=100'

PROJECT NUMBER & PHASE: UNIT 2994

RELATIVE BORDER SCALE IS IN INCHES

DATE PLOTTED => 07/14/2016

MODEL NAME => Corp_Exist_No Prop

DATE PLOTTED => 07/14/2016

USERNAME => USERNAME

DOC FILE => U-02.dwg

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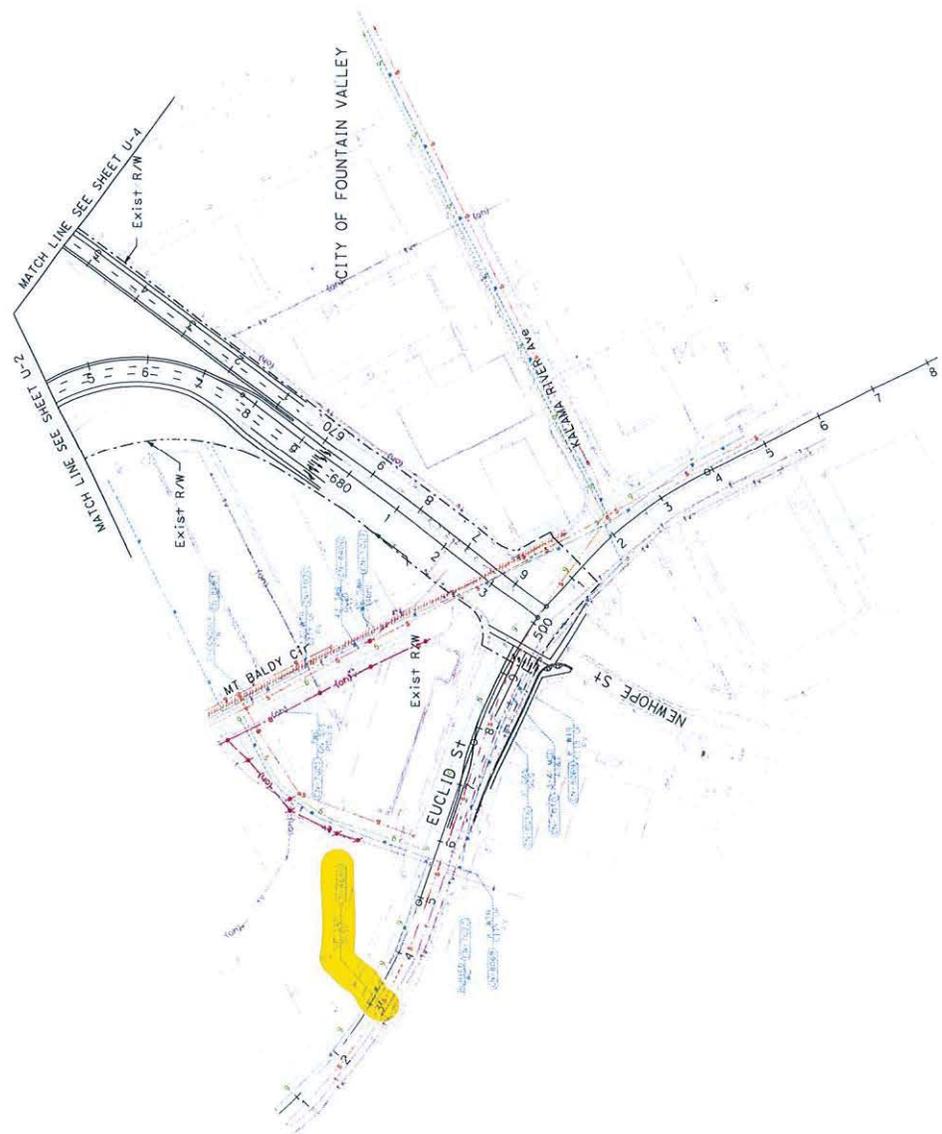
LAST REVISION

DATE PLOTTED => 07/14/2016

TIME PLOTTED => 10:32:40 AM



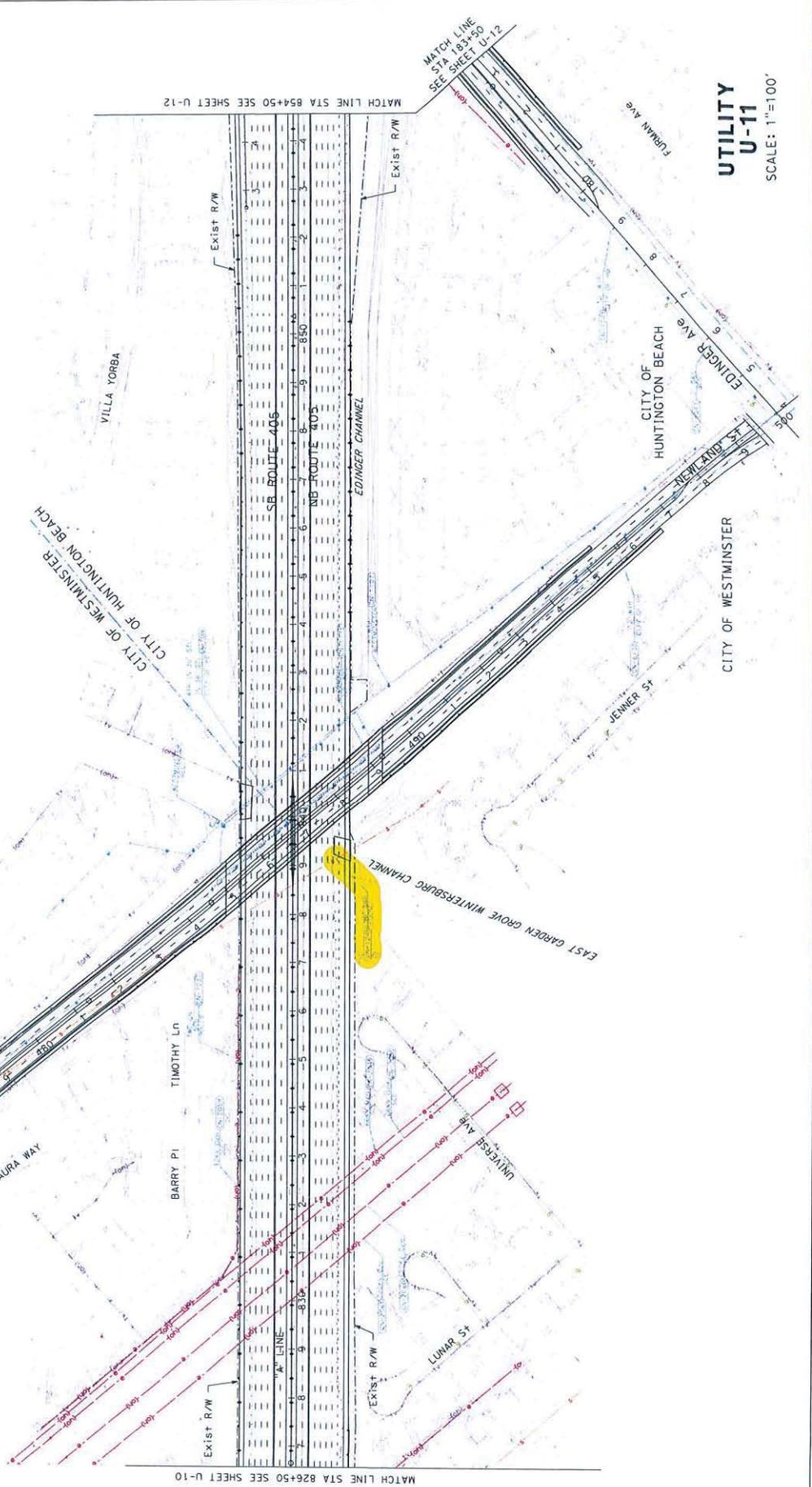
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
12	Orto	22,405	RO.6+PO.1+RO.7+R1.0 12.1+23.5	
REGISTERED CIVIL ENGINEER DATE				
PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THIS PLAN SHEET.				
REGISTERED PROFESSIONAL ENGINEER & SURVEYOR No. CIVIL STATE OF CALIFORNIA				
ORANGE COUNTY TRANSPORTATION AUTHORITY 1000 N. STATE STREET ORANGE, CA 92663				



UTILITY
 U-3
 SCALE: 1"=100'



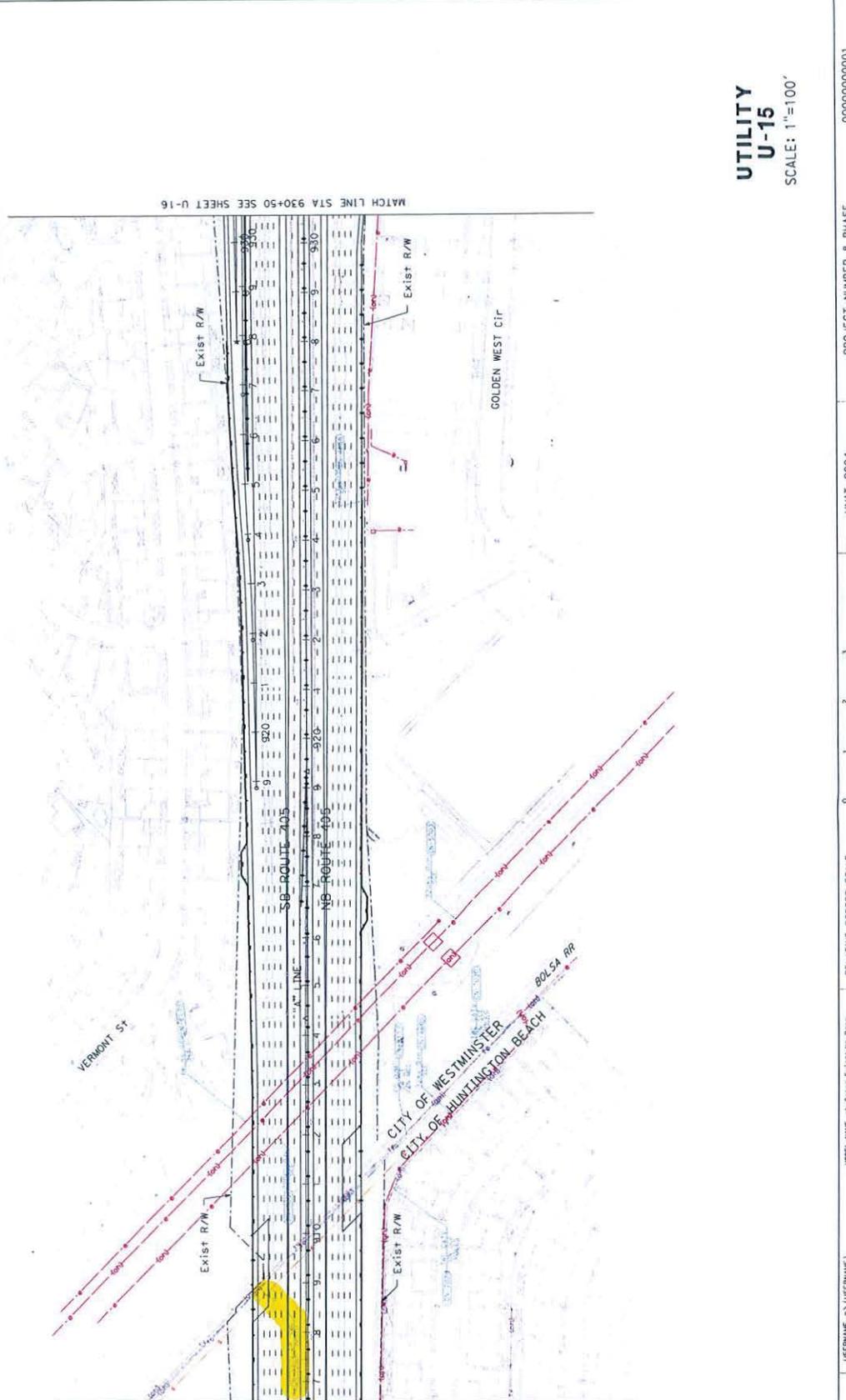
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
12	Orjo	22,405	12.17259	12.17259	12.17259
REGISTERED CIVIL ENGINEER DATE					
PLANS APPROVAL DATE					
THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION ON THIS PLAN SHEET.					
ENGINEER'S PROFESSIONAL SEAL AND SIGNATURE No. _____ CIVIL STATE OF CALIFORNIA					
TRINIDAD COUNTY TRANSPORTATION AUTHORITY 550 SOUTH MAIN STREET ORANGE, CA 92663					



UTILITY U-11
 SCALE: 1"=100'



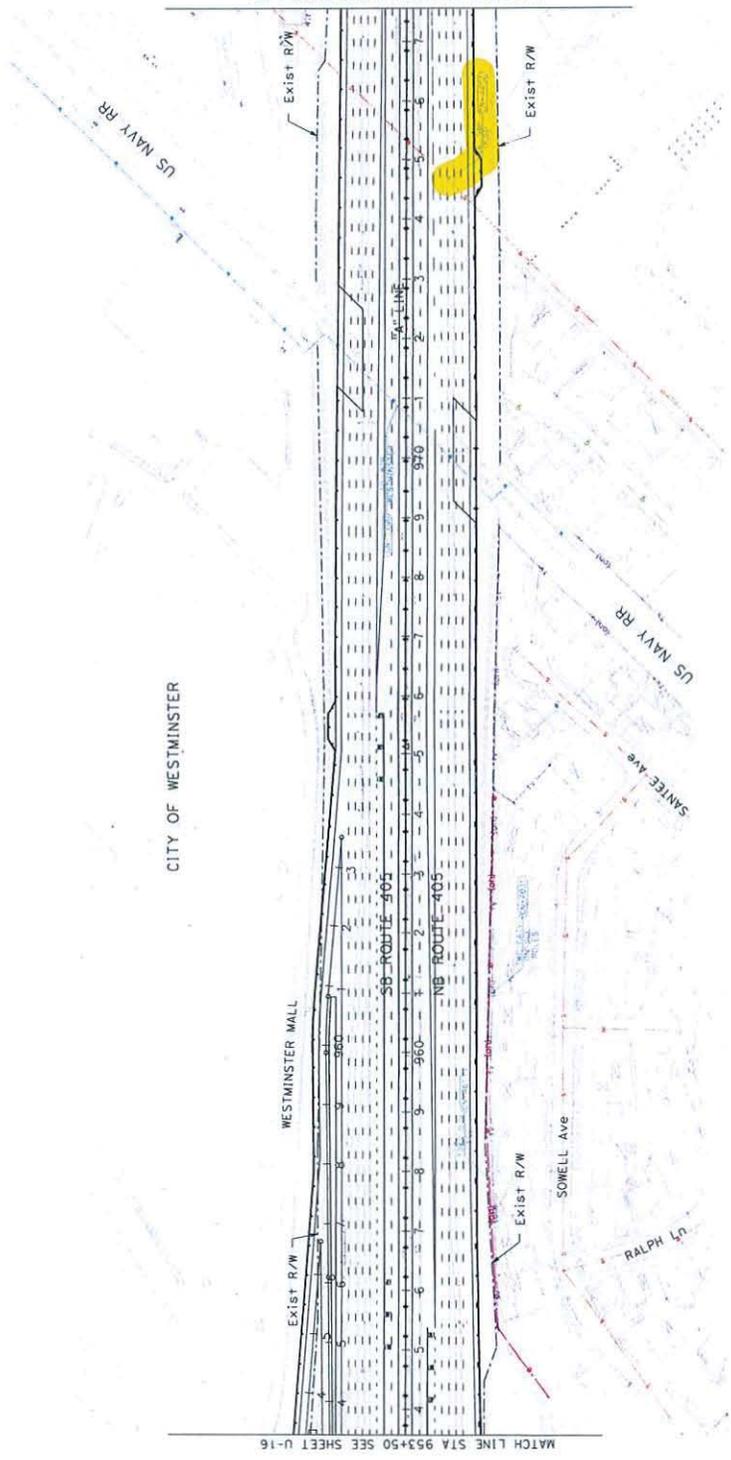
DIST	COUNTY	ROUTE	POST MILES TO PROJECT	SHEET TOTAL
12	Oran	22,405	10.5490 / 10.7371 / 10.9261	13
REGISTERED CIVIL ENGINEER DATE				
PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS AND AGENCIES ACCEPT THE ACCURACY OF THE INFORMATION CONTAINED ON THIS PLAN SHEET.				
REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA				
ORANGE COUNTY 550 SOUTH MAIN STREET ORANGE, CA 92663				



UTILITY U-15
 SCALE: 1"=100'



Dist	County	Route	Post Miles Total Project 12.17213	SHEET NO. 12	TOTAL SHEETS 12
12	OrCo	22, 405	NO. 6 PROJ. 7/01.0 12.17213		
REGISTERED CIVIL ENGINEER DATE					
PLANS APPROVAL DATE					
THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED ON THIS PLAN SHEET.					
ORANGE COUNTY TRANSPORTATION AUTHORITY 550 SOUTH MAIN STREET ORANGE, CA 92665					

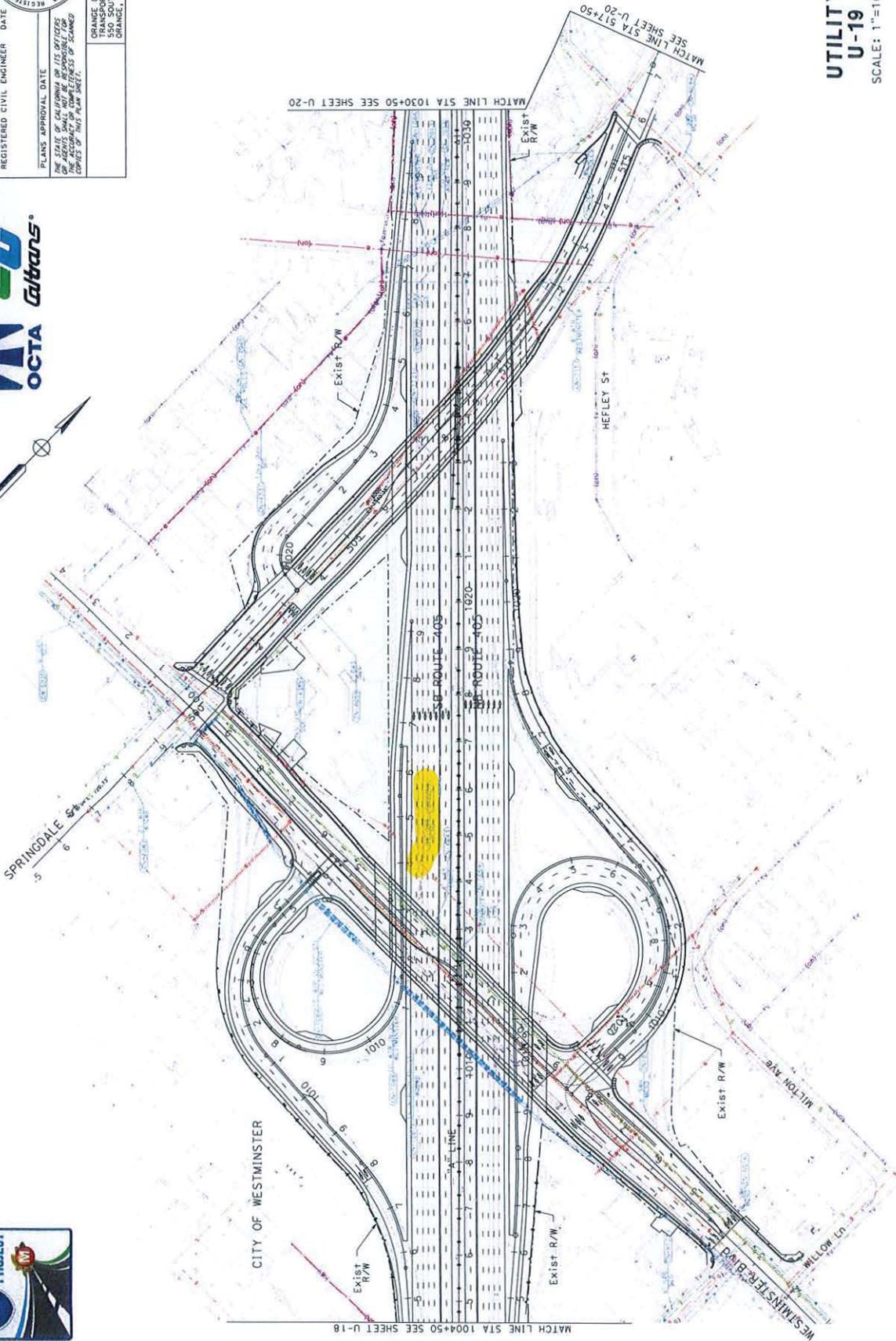


UTILITY
 U-17
 SCALE: 1"=100'

DIST	COUNTY	ROUTE	POST MILE	SHEET TOTAL
12	Or	22,405	RO 6.610+7.100	101
			12.1723.9	



REGISTERED CIVIL ENGINEER DATE
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 THE ACCURACY OF THIS PLAN SHEET IS THE RESPONSIBILITY OF THE REGISTERED CIVIL ENGINEER
 GRANDE COUNTY AUTHORITY
 550 SOUTH MAIN STREET
 ORANGE, CA 92663



UTILITY U-19
 SCALE: 1"=100'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CHECKED BY	DATE REVISED
Caltrans	DESIGNED BY	REVISOR	

BORDER LAST REVISED 7/2/2010 USERNAME: [] MODEL NAME: [] USER: [] RELATIVE BORDER SCALE: [] UNIT 2994 PROJECT NUMBER & PHASE: 00000000001

Exhibit B
Insurance Provisions

EXHIBIT B

Insurance Requirements

1. The Authority shall be the lead agency under the California Environment Quality Act of 1970, California Public Resources Code § 21000 et seq. (CEQA), as amended, for the Project.

2. The Authority shall award a construction contract for the Project to a contractor appropriately registered and licensed to practice in the State of California, including with respect to performance and implementation of the work (“Contractor”).

3. The Authority shall be responsible for the award and administration and performance of the contract, including supervising the implementation of the Project and the Contractor’s performance in accordance with the requirements, provisions and restrictions of the contract. The Authority shall diligently proceed with the contract award and Project commencement promptly following the execution of this Agreement.

4. The Authority shall incorporate within the contract documents for the Project a requirement for the Contractor to obtain and keep in full force and effect throughout the life of the Project, for the mutual benefit of the Sanitation District and the Authority, a policy or policies of comprehensive, broad form, commercial general liability insurance written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad in the amount of \$3,000,000 limit per occurrence with a \$3,000,000 aggregate and automobile insurance against claims and liabilities for activities of the Contractor in the amount of \$1,000,000 (combined single limit per occurrence).

(A) The policy or policies will name the Sanitation District and their respective elected and appointed officials, officers, agents and employees as additional insureds using ISO form CG 2010 or CG 2033, or a form at least as broad and shall, additionally, contain language providing for waiver of subrogation. The policy or policies will include a primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the policies are primary and noncontributing with any insurance or self-insurance that may be carried by the Sanitation District or other third parties, and that said insurance may not be canceled or materially changed except upon thirty (30) days written notice to the Authority and the Sanitation District. The policy or policies shall include a Products and Completed Operations endorsement using ISO form GC 2027 (ed. 10/01) or a form at least as broad.

(B) The Authority shall also require that workers' compensation benefits are secured by the Contractor as required by law, and provide an endorsement waiving all rights of subrogation against the Parties to this Agreement with regard to any workers’ compensation claims, including any such claims against the Sanitation District.

(C) Prior to the issuance of the Notice to Proceed to the Contractor, the Authority shall provide the Sanitation District with policies and endorsements naming the

Sanitation District as an additional insured for the general liability and automobile liability policies described above.

(D) In addition, the Authority shall require its Contractor to obtain pollution liability insurance written on a claims-made or occurrence basis, that covers losses related to the release or the threatened release of pollutants into the environment arising out of or resulting from the Contractor's performance of the Project. The minimum limits of Pollution Liability shall be \$2 million per occurrence/\$2 million policy aggregate. When this coverage is provided under endorsement to the general liability policy, the \$2 million per occurrence must be a sub-limit. The pollution liability policy shall also contain an Additional Insured endorsement and a primary and non-contributory endorsement naming the Parties to this Agreement.

(E) If the Contractor maintains higher limits than any minimums above, the Sanitation District will be entitled to coverage for the higher limits maintained by the Contractor.

5. The Authority shall require that any and all labor and materials bonds and performance bonds required to be supplied by the Contractor for the Project shall include the Sanitation District as a named obligee, and Authority shall not release any bonds unless and until the Authority has determined, and the Sanitation District has concurred in writing, that the Modification has been successfully completed without damage or impact to Sanitation District facilities or operations.