KERN COUNTY / Public Works

Joshua Champlin, P.E.
DIRECTOR OF PUBLIC WORKS

November 17, 2026

Ref: -4.0 Merle Haggard Drive S 196 E

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED DRAFT UTILITY AGREEMENT WITH NORTH OF RIVER SANITARY DISTRICT ("NORSD") TO REIMBURSE THE COUNTY FOR THE ACTUAL COSTS OF RELOCATING NORSD FACILITIES ON MERLE HAGGARD DRIVE BETWEEN WINGS WAY AND NORTH CHESTER AVENUE AS PART OF THE COUNTY CONSTRUCTION CONTRACT, BAKERSFIELD (S.D.s #1 & 3)
(Fiscal Impact: None)

The Public Works Department requests your Board's approval of the proposed draft Utility Agreement with North of River Sanitary District. The project to construct road rehabilitation on Merle Haggard Drive between Wings Way and North Chester Avenue necessitates the adjustment of existing North of River Sanitary District ("NORSD") sanitary sewer manhole lids and covers located within the limits of said County project. This Utility Agreement is for the adjustment of said facilities by the County under the County's construction contract (Contract No. 26030). NORSD is 100% liable for the actual costs of the work to be completed under S&H code and NORSD shall reimburse the County for the actual costs of the aforementioned work once constructed. Work will be completed by the County's contractor per the County plans. The construction funds for the project are federal grant funds. A right-of-way certification for the project is required to include the fully executed Utility Agreement with NORSD. The right-of-way certification must be approved by Caltrans as a condition to receive authorization to start the construction phase of the project and secure the construction funds. Time is of the essence for the Department to secure the right-of-way certification to keep the construction funding secured.

Therefore, IT IS RECOMMENDED that your Board approve and authorize the Public Works Director to sign the Agreement in substantially similar form to the draft presented, subject to approval as to form by County Counsel.

Sincerely,

Joshua Champlin
Director

JC:SG:KWH:nc
Attachments
K:\Administration\Board\2026\11 - November\11-17-2026\T_Merle Haggard Draft Utility Agreement NORSD\BOS Draft UA and Direct Auth - NORSD_CC Approved.odt
cc: CAO

Exhibit 14-F Utility Agreements

UTILITY AGREEMENTS

COUNTY OF KERN

UTILITY AGREEMENT

County	Route	P.M.	Project #
KERN	204	6.752/ 6.592	1786CC-RC00337
Fed. Aid. No. TBD			
Owner's File: Utility Agreement – North of River Sanitary District			
FEDERAL PARTICIPATION: On the Project : Yes ☒ No ☐ **On the Utilities: Yes ☐ No ☒**			

UTILITY AGREEMENT NO. 1786CC-RC00337-NORSD

This AGREEMENT is made and entered into on _____, by and between the **COUNTY OF KERN** hereinafter called "LOCAL AGENCY" who proposes to construct, by contract, road rehabilitation improvements on Merle Haggard Drive, in Kern County, California;

and: **NORTH OF RIVER SANITARY DISTRICT**,

hereinafter called "OWNER," who owns and maintains existing sanitary sewer 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**

i. In accordance with Notice to Owner No. TBD dated TBD, LOCAL AGENCY shall relocate OWNER's sanitary sewer manhole frames and covers to grade as shown on LOCAL AGENCY's contract plans for the improvement of Merle Haggard Drive, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the 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 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 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.

II. LIABILITY FOR WORK

i. 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.

III. PERFORMANCE OF WORK

i. 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.

IV. PAYMENT FOR WORK

i. 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 to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is $ 22,000.00.

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

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

ii. 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 21st 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.

iii. 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. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. 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 BA requirements for utility relocations issued on December 3, 2013.

iv. 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)."

v. 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.

(Cont'd)

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

LOCAL AGENCY:

COUNTY OF KERN
Public Works Department

By: _____ Date: 11.6.26

Joshua Champlin
Director

OWNER:

NORTH OF RIVER SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Approved As-To Form:
COUNTY OF KERN
Office of County Counsel

By: _____ Date: _____

Brian Van Wyk
Deputy Counsel