

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: September 9, 2008

FROM: ^{KG} KEN GREHM / KEVIN ORDWAY

SUBJECT: **STATE ROUTE 65 / SUNSET BOULEVARD INTERCHANGE PROJECT,
PACIFIC GAS & ELECTRIC UTILITY AGREEMENT**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution to authorize the Director of Public Works to execute agreements with Pacific Gas & Electric (PG&E) in an estimated amount of \$224,894 to replace/relocate their electric lines and \$131,611 to replace/relocate their gas lines in conjunction with the State Route 65 / Sunset Boulevard Interchange Project.

BACKGROUND / SUMMARY

The Department of Public Works (DPW) is proposing to replace the current at-grade signalized intersection with a grade-separated partial cloverleaf interchange with a six lane over-crossing at Sunset Blvd and State Route 65, the project will reduce traffic congestion, accidents and delays. The project will allow for the future expansion of State Route 65 to eight lanes with auxiliary lanes and will accommodate the increased traffic demand generated by existing and approved development in the project area of south Placer County.

The financial responsibility for utility relocations associated with a project in the State Right-of-Way is determined by a Caltrans Utility Agreement. This Utility Agreement will outline the scope of proposed relocations required by the interchange and clarifies the financial responsibilities of the County and PG&E.

ENVIRONMENTAL

The Placer County Board of Supervisors approved the Mitigated Negative Declaration for this project and a Notice of Determination was filed on May 23, 2006

FISCAL IMPACT

A portion of the costs associated with the PG&E relocation work will be the responsibility of the County as outlined in the Utility Agreement. This work is estimated to cost \$356,505 and funding is included in the FY 2008/2009 Budget.

Attachments: Resolution
Location Map
Draft Utility Agreement

Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION AUTHORIZING
THE DIRECTOR OF PUBLIC WORKS TO APPROVE
AND EXECUTE A UTILITY AGREEMENT WITH
PG&E TO RELOCATE THEIR FACILITIES THAT ARE
IN CONFLICT WITH THE STATE ROUTE 65 /
SUNSET BLVD. INTERCHANGE PROJECT.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:

Ayes:

Noes:

Absent:

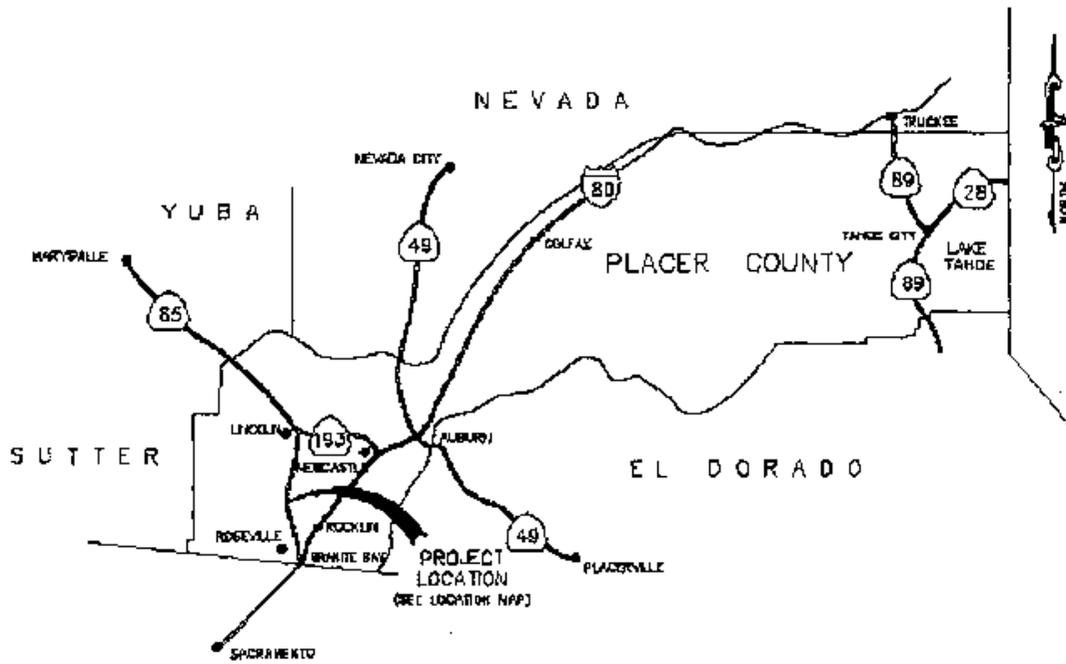
Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer,
State of California, that this Board authorizes the Director of Public Works to sign
a Utility Agreement with PG&E for the relocation of their facilities in conflict with
the proposed State Route 65 / Sunset Blvd. Interchange Project.

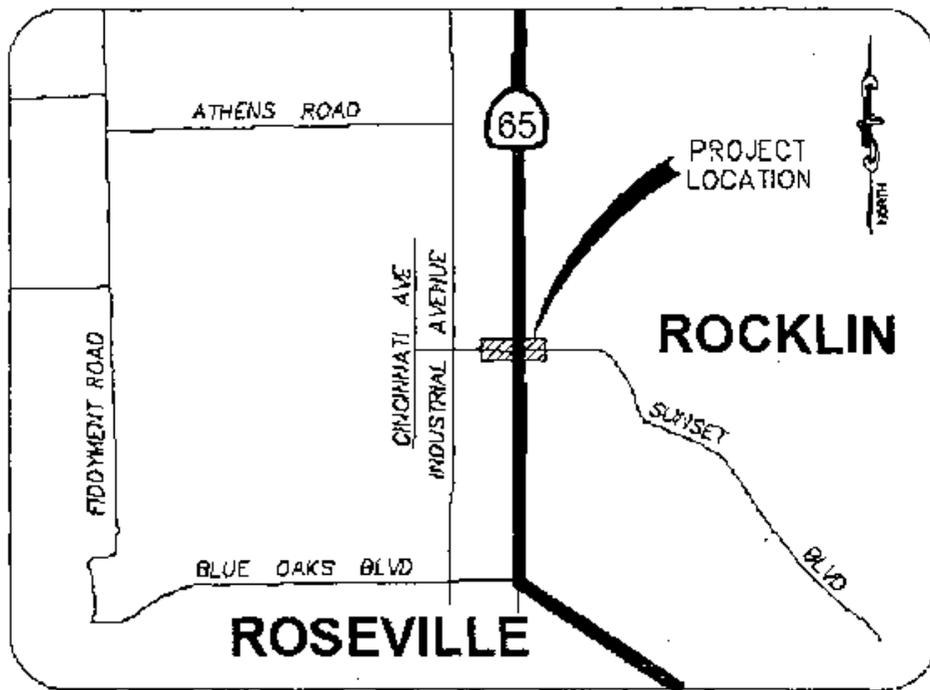
PROJECT LOCATION MAP



SACRAMENTO

VICINITY MAP

NTS



LOCATION MAP

NTS

UTILITY AGREEMENT

County	Route	P.M.	Project #
PLA	65	8.9/10.2	2A8200
Fed. Aid. No.			
Owner's File 30617867 & 30621987			
FEDERAL PARTICIPATION: On the Project : No			
On the Utilities: No			

UTILITY AGREEMENT NO. 2356.1

The County of Placer hereinafter called "LOCAL AGENCY", acting on behalf of the State of California through the Department of Transportation, hereinafter called "STATE", proposes to replace the existing at-grade signalized State Route 65/Sunset Boulevard intersection with a grade-separated interchange to reduce accidents and delays on Sunset Blvd, in Rocklin, Placer County, California.

And: PG&E

hereinafter called "OWNER," owns and maintains underground electrical and overhead 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. 2356.1 dated April 10, 2008, OWNER shall lower their electrical conduit, remove existing underground pad mounted facilities, remove existing overhead poles, and relocate existing electrical conduit south of Sunset Blvd running beneath SR65. All work shall be performed substantially in accordance with OWNER's Plan No. 30617867 & 30621987 dated May 17, 2008 consisting of 2 sheets, a copy of which is on file in the District office of the Department of Transportation at 720 Yuba Street Marysville, CA 95901.

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 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.

It is mutually agreed that the LOCAL AGENCY will include the work of installing electrical connections and casings within the bridge limits 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 STATE ownership of the replaced facilities.

II. LIABILITY FOR WORK

The existing electrical facilities described in Section I above will be relocated at 87.3% LOCAL AGENCY's expense and 12.7% OWNER's expense in accordance with Sections 5A-5B of the Master Agreement dated Nov. 1, 2004 in accordance with the following proration:

Item 1: Master Contract 5(A)

1964 feet electrical conduit @ 100% LOCAL AGENCY expense

Item 2: Master Contract 5(B)

666 feet electrical conduit @ 50% LOCAL AGENCY, 50% OWNER's expense

LOCAL AGENCY expense = $\frac{(1964' + 666'/2)}{2630'}$ in conflict = 87.3%, the remainder to OWNER

Total estimated relocation cost is \$345,000.00

$(\$345,000.00 - \$68,000 - \$19,390) \times 87.3\% = \$224,894$ LOCAL AGENCY Liability

$(\$345,000.00 - \$68,000 - \$19,390) \times 12.7\% = \$32,716$ OWNER Liability

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish 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 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.

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 permission 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 State's Department of Personnel Administration travel expense guidelines.

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.

IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 90 days after receipt of five (5) copies 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 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, Federal Energy Regulation Commission or Federal Communications Commission, 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 the "used life" or accumulated 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 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 360 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 360 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 and OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned. If the LOCAL AGENCY 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 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 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.

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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 OWNERS 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 by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1 Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse LOCAL AGENCY upon receipt of LOCAL AGENCY billing.

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 \$68,000 (which represents 19.7% of the estimate dated August 5, 2008. Said 19.7% shall be applied to the actual and necessary cost of work done) and OWNER shall credit the LOCAL AGENCY for the actual and necessary cost of said betterment; all of the accumulated 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 LOCAL AGENCY's request of April 10, 2008 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 LOCAL AGENCY 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 LOCAL AGENCY within 30 days of the completion of the work described herein.

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.

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

PLACER COUNTY

PG&E

By: _____
Ken Grehm
Placer County Director

By: _____
(Name)
(Title)

Date: _____

Date: _____

UTILITY AGREEMENTS

DRAFT

PLACER COUNTY

UTILITY AGREEMENT

County	Route	P.M.	Project #
PLA	65	8.9/10.2	2A8200
Fed. Aid. No.			
Owner's File 30622479 & 30611930			
FEDERAL PARTICIPATION: On the Project : No On the Utilities: No			

UTILITY AGREEMENT NO. 2356.0

The County of Placer hereinafter called "LOCAL AGENCY", acting on behalf of the State of California through the Department of Transportation, hereinafter called "STATE", proposes to replace the existing at-grade signalized State Route 65/Sunset Boulevard intersection with a grade-separated interchange to reduce accidents and delays on Sunset Blvd, in Rocklin, Placer County, California.

And: **PG&E**

hereinafter called "OWNER," owns and maintains underground gas 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. 2356.0 dated April 10, 2008, OWNER shall lower their gas line at Placer Corp/Sunset, abandoned their line south of Sunset. All work shall be performed substantially in accordance with OWNER's Plan No. 30622479 & 30611930 dated May 17, 2008 consisting of 2 sheets, a copy of which is on file in the District office of the Department of Transportation at 720 Yuba Street Marysville, CA 95901.

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 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.

It is mutually agreed that the LOCAL AGENCY will include the work of installing the gas casing, connections, and supports within the bridge limits 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 STATE ownership of the replaced facilities.

II. LIABILITY FOR WORK

The existing gas facilities described in Section I above will be relocated at 61.3% LOCAL AGENCY's expense and 38.7% OWNER's expense in accordance with Sections 5A-5C of the Master Agreement dated Nov. 1, 2004 in accordance with the following proration:

Item 1: Master Contract 5(A)

851 feet gas line @ 100% LOCAL AGENCY expense

Item 2: Master Contract 5(B)

413 feet gas line @ 100% OWNER's expense

Item 3: Master Contract 5(C)

676 feet gas line @ 50% LOCAL AGENCY, 50% OWNER's expense

LOCAL AGENCY expense = $\frac{(851' + 676'/2)}{1940'}$ in conflict = 61.3%, the remainder to OWNER

Total estimated relocation cost is \$322,000.00

$(\$322,000.00 - \$96,000 - \$11,300) \times 61.3\% = \$131,611$ LOCAL AGENCY Liability

$(\$322,000.00 - \$96,000 - \$11,300) \times 38.7\% = \$83,089$ OWNER Liability

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish 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 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.

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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 the "used life" or accumulated depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

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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 \$96,000 (which represents 29.8% of the estimate dated August 5, 2008. Said 29.8% shall be applied to the actual and necessary cost of work done) and OWNER shall credit the LOCAL AGENCY for the actual and necessary cost of said betterment; all of the accumulated depreciation and the salvage value of any materials or parts salvaged and retained by OWNER.

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

PLACER COUNTY

PG&E

By: _____
Ken Grehm
Placer County Director

By: _____
(Name)
(Title)

Date: _____

Date: _____

