

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS
FROM: KEN GREHM / KEVIN ORDWAY
SUBJECT: STATE ROUTE 65 / SUNSET BOULEVARD INTERCHANGE PROJECT,
AT&T UTILITY AGREEMENT

DATE: September 9, 2008

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution to authorize the Director of Public Works to execute an agreement with American Telephone and Telegraph Company (AT&T) in an estimated amount of \$17,154 to replace/relocate their telephone/data service 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 Caltrans Utility Agreement. This Utility Agreement outlines the scope of proposed relocations required by the interchange and clarifies the financial responsibilities of the County and AT&T.

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 AT&T relocation work will be the responsibility of the County as outlined in the Utility Agreement. This work is estimated to cost \$17,154 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
AT&T 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:

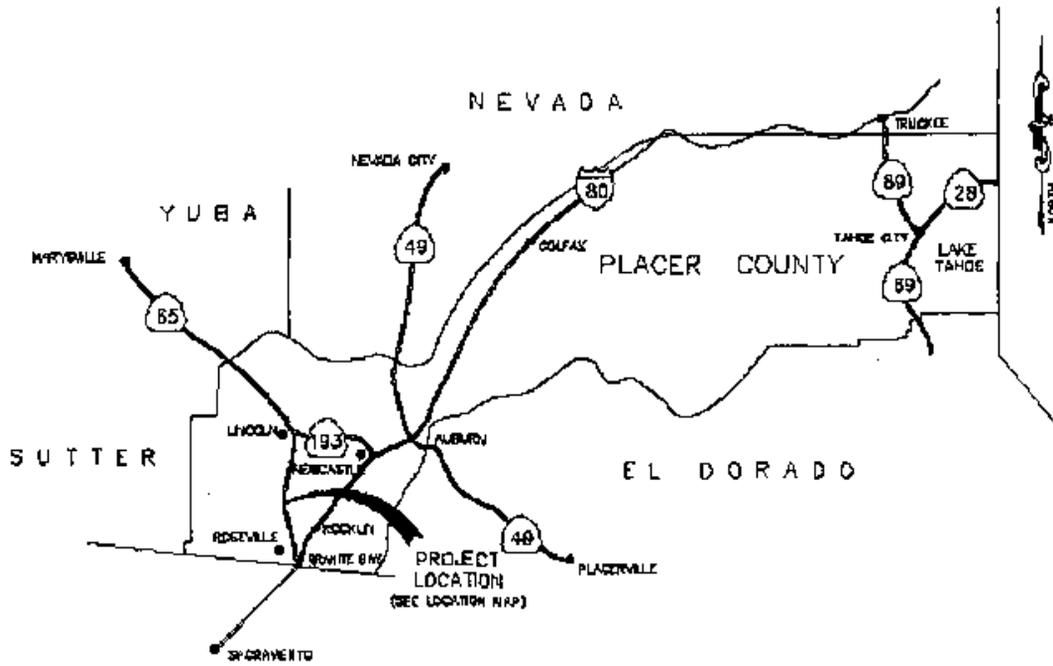
Signed and approved by me after its passage.

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 AT&T for the relocation of their facilities in conflict with
the proposed State Route 65 / Sunset Blvd. Interchange Project.

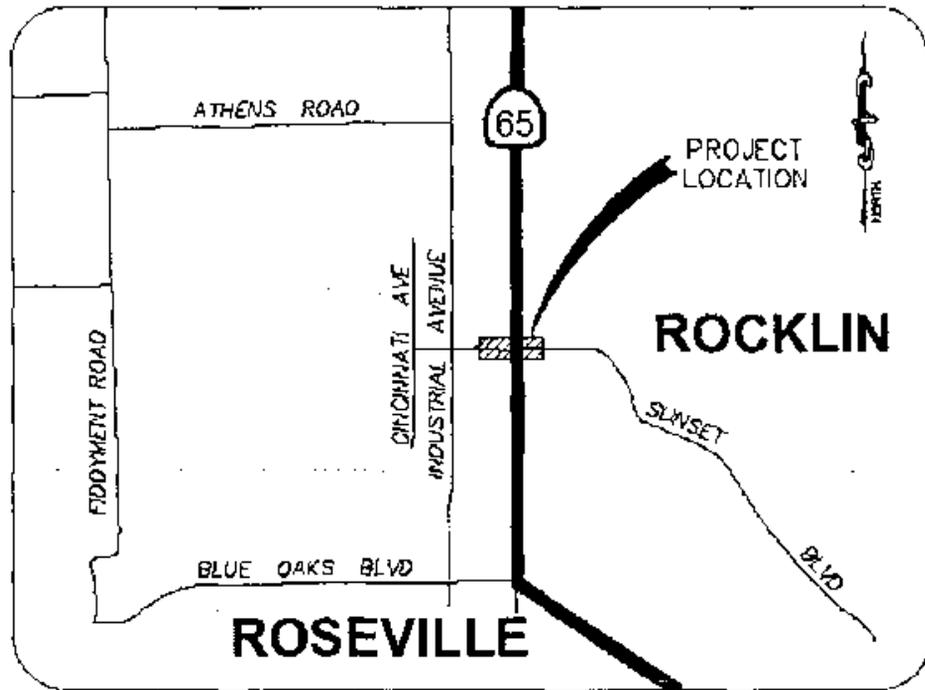
PROJECT LOCATION MAP



SACRAMENTO

VICINITY MAP

NTS



LOCATION MAP

NTS

PLACER COUNTY

UTILITY AGREEMENT

County	Route	P.M.	Project #
PLA	65	8.9/10.2	2A8200
Fed. Aid. No.			
Owner's File 6560953			
FEDERAL PARTICIPATION: On the Project : No			
On the Utilities: No			

UTILITY AGREEMENT NO. 2356.3

The County of Placer hereinafter called "LOCAL AGENCY" 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: AT&T

hereinafter called "OWNER," owns and maintains underground communication 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. 2356.3 dated April 10, 2008, OWNER shall lower their 4" conduit bank, rebuild a manhole and adjust 2 manholes to grade. All work shall be performed substantially in accordance with OWNER's Plan No. 6560953 dated April 8, 2008 consisting of 6 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 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 LOCAL AGENCY and 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 receipt 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 fiber optic facilities described in Section I above will be relocated at 50% LOCAL AGENCY's expense and 50% OWNER's expense in accordance with the Master Agreement dated Nov. 15, 2004 in accordance with the following proration:

Item 1: Master Contract

Lowering Manhole and conduit @ 50% LOCAL AGENCY, 50% OWNER expense

Total estimated relocation cost is \$34,308.00

$\$34,308.00 \times 50\% = \$17,154$ LOCAL AGENCY Liability

$\$34,308.00 \times 50\% = \$17,154$ 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.

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 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 (PUC) 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 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 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.

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. 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 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 in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.

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

AT&T

By: _____
Ken Grehm
Placer County Director

By: _____
(Name)
(Title)

Date: _____

Date: _____

