

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: May 6, 2014

FROM: KEN GREHM / PETER KRAATZ *PK*

SUBJECT: **BRIDGE REPLACEMENT PROJECT ON ALPINE MEADOWS ROAD AT THE TRUCKEE RIVER UTILITY AGREEMENT WITH ALPINE SPRINGS COUNTY WATER DISTRICT**

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works to enter into a Utility Agreement, with County Counsel and Risk Management's review and approval, with Alpine Springs County Water District for a maximum amount of \$220,000 to relocate utilities in conflict with the bridge replacement project on Alpine Meadows Road over the Truckee River. There is no net County cost.

BACKGROUND / SUMMARY

The Department of Public Works is proposing to replace the existing bridge on Alpine Meadows Road at the Truckee River under the Federal Highway Bridge Program (HBP). The project will replace the existing bridge which is deteriorating and does not meet current design standards. The new bridge and improved approaches will bring the bridge into compliance with current structural, geometric, and hydraulic guidelines.

Alpine Springs County Water District's water line facilities are attached to the existing bridge and must be temporarily relocated so that the existing bridge may be demolished prior to construction of the proposed bridge. The County's bridge contractor will relocate the water line to the temporary location and will also relocate the water line facilities to the new bridge after construction is complete. Alpine Springs County Water District is responsible for the costs of the relocations. This resolution authorizes the Director of Public Works to enter into a Utility Agreement with Alpine Springs County Water District which will authorize the County to perform the relocation work and allocate costs to Alpine Springs County Water District in the amount not to exceed o \$220,000. The County's maximum contribution to the work will be \$0. Including the water line project in the County's contract will minimize inconvenience to the public and reduce costs and risks for the County and Water District.

ENVIRONMENTAL

The Utility Agreement is exempt from CEQA pursuant to CEQA Guidelines, Section 15306. The Board approved the Initial Study / Mitigated Negative Declaration on March 8, 2011.

FISCAL IMPACT

There is no County fiscal contribution related to this utility agreement and the relocation work as the District is fully responsible for the effort. The bridge project is fully funded by the Federal Highway Bridge Program and the Caltrans State Highway Operation and Protection Program.

Attachments: Resolution
Copy of 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 ENTER INTO A UTILITY AGREEMENT, WITH COUNTY COUNSEL AND RISK MANAGEMENT'S REVIEW AND APPROVAL, WITH ALPINE SPRINGS COUNTY WATER DISTRICT TO PAY A MAXIMUM AMOUNT OF \$220,000 TO RELOCATE UTILITIES IN CONFLICT WITH THE BRIDGE REPLACEMENT PROJECT ON ALPINE MEADOWS ROAD OVER THE TRUCKEE RIVER

Resol. No:.....

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

- Ayes:
- Noes:
- Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Director of Public Works to enter into a Utility Agreement, with County Counsel and Risk Management's review and approval, with Alpine Springs County Water District who agrees to pay a maximum amount of \$220,000 for relocation of District facilities.

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 6/2012)

Utility AGREEMENT NO. 2582.5L

District 3	County Placer	Route: 89 and Alpine Meadows RD	Post mile 03-PLA-PM 12./12.5	Project ID 1F5801
FEDERAL AID NUMBER BRLO-5919(066)		OWNER'S FILE NUMBER Acct#1850		
FEDERAL PARTICIPATION				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> NO		On The Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Owner Payee Data No.		or Form STD 204 is attached. <input type="checkbox"/>		
UTILITY AGREEMENT NO.	2582.5L	DATE		

Placer County, acting by and through the Department of Transportation, Hereinafter called "COUNTY," proposes to REPLACE THE ALPINE MEADOWS ROAD BRIDGE on ALPINE MEADOWS ROAD OVER THE TRUCKEE RIVER in TAHOE CITY, Placer County, California.

And

NAME: Alpine Springs County Water District, Attn: John Collins
ADDRESS: 270 Alpine Meadows Road, Alpine Meadows, CA

hereinafter called "OWNER," owns and maintains water line facilities within the limits of COUNTY's project which requires relocation of said facilities to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 2582.5L dated 4/18/2014, COUNTY shall relocate OWNERS water line as shown on COUNTY's contract plans for the Alpine Meadows Bridge replacement Project , which by this reference are made part hereof. OWNER hereby acknowledges review of COUNTY's plans for work and agree to the construction in the manner proposed. Deviations from the OWNER's plan described above initiated by either the COUNTY 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 COUNTY 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. OWNER shall have the right to inspect the work during construction. Upon completion of the work by COUNTY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes the COUNTY ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035..

II. LIABILITY OF WORK

The existing facilities are located within the COUNTY's right of way under permit and will be relocated at OWNER's expense under the provisions of Sections (673) (680) of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by COUNTY 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 Bridge Construction Contract; however, all questions regarding the work being performed will be directed to COUNTY's Resident Engineer for their evaluation and final deposition.

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IV. PAYMENT FOR WORK

The OWNER shall pay its share of actual cost of said work included in the COUNTY's bridge contract within 45 days after receipt of COUNTY'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 COUNTY bridge contractor is \$220,000.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to COUNTY, COUNTY 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 COUNTY, in accordance with the provisions of this agreement, OWNER hereby agrees to reimburse COUNTY said deficient costs up receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of COUNTY's request of 4/18/2014 to review, study, and/or prepare relocation plans and estimates for the project associated with this Agreement may be bill pursuant to the terms and conditions of this Agreement.

If COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing, and COUNTY 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 COUNTY 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.

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.

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 (3) years from the date the final payment was received by the OWNER and will be made available to Caltrans 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.

Utility AGREEMENT NO. 2582.5L

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

PLACER COUNTY DPW

**ALPINE SPRINGS COUNTY
WATER DISTRICT**

Date: _____

Date: _____

By: _____
Ken Grehm, Director

By: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File

