

# MEMORANDUM

## DEPARTMENT OF PUBLIC WORKS County of Placer

TO: BOARD OF SUPERVISORS

DATE: May 6, 2014

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: BRIDGE REPLACEMENT PROJECT ON ALPINE MEADOWS ROAD AT THE TRUCKEE RIVER -- UTILITY AGREEMENT WITH AT&T

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### 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 AT&T for a maximum amount of \$193,310 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.

AT&T telecommunications facilities are attached to the existing bridge and must be temporarily relocated by AT&T crews so that the existing bridge may be demolished prior to construction of the proposed bridge. AT&T crews will move the telecommunications facilities to the new bridge after construction is complete. The County and AT&T are sharing the cost of the relocations. This resolution authorizes the Director of Public Works to enter into a Utility Agreement with AT&T which will authorize AT&T to perform the two-phase relocation work and allocate costs to the County and AT&T. The County's maximum contribution to the work will be \$193,310.

On December 10, 2013, your Board authorized the Director of Public Works to enter into a utility agreement with AT&T in the amount of \$125,200 for this work. This agreement supersedes that action because AT&T increased their cost estimate. When we came to your Board in December 2013, what are referred to as the 'Buy America' provisions remained a potential area of disagreement between AT&T, Caltrans, and the Federal Highway Administration for performing the proposed utility work. This issue has been resolved, and the attached agreement is not subject to 'Buy America' provisions.

### 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

The County's maximum contribution for this utility agreement is \$193,310. This project is funded by the Federal HBP Program and the Caltrans State Highway Operation and Protection Program (SHOPP). This is a federal participating item and there are sufficient funds available in FY 2014-15 and future fiscal year budgets for this agreement.

Attachments: Resolution  
Copy of Utility Agreement w/maps

**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 REVIEW AND APPROVAL, WITH AT&T FOR A MAXIMUM AMOUNT OF \$193,310 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:

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 AT&T for a maximum amount of \$193,310.

**UTILITY AGREEMENT**

RW 13-5 (REV 6/2012)

01132

District 3	County Placer	Route: 89 and Alpine Meadows RD	Post mile 03-PLA-Pa 12.1/12.5	Project ID 1F5801
FEDERAL AID NUMBER BRLO-5919(066)		OWNER'S FILE NUMBER 9373175		
FEDERAL PARTICIPATION				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> NO		On The Utilities <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Owner Payee Data No.		or Form STD 204 is attached. <input type="checkbox"/>		
<b>UTILITY AGREEMENT NO.</b>		2582.3L		<b>DATE</b>

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: AT&T, Attn: Carol Prince

ADDRESS: 3545 Industrial Ave., Ste 104, Rocklin CA 95765

hereinafter called "OWNER," owns and maintains TELECOMUNICATION 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. 2582.3L dated 4/18/14, OWNER shall complete all work necessary to relocate their telecommunication facilities. All work shall be performed substantially in accordance with "AT&T Utility Relocation Exhibit" consisting of one sheet, a copy of which is on file in the Office of the COUNTY at 7717 North Lake Boulevard Kings Beach, CA 696143. Deviations from the COUNTY'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.

### II. LIABILITY OF WORK

The existing facilities described in Section I above will be relocated at 100% COUNTY's expense for the temporary relocation work and 100% OWNER's expense for the permanent relocation back into the bridge under the provisions of Section 673/680 of the Streets and Highways Code.

### 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.

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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 in the administration of its contracts mentioned above.

Use of out-of-state personnel (or personnel requiring lodging and meal per diem expenses) will not be allowed without prior written authorization by County's representative. Request for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting form FA 1301 is to be completed and submitted for all non state personnel travel per diem. OWNER shall include an explanation of 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.

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 the evaluation and final disposition.

#### **IV. PAYMENT FOR WORK**

The County shall pay its share of the actual and necessary cost of the herein described work within 45 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 Regulatory Commission of Federal Communications Commission, whichever is applicable.

It is understood and agreed that the COUNTY 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 COUNTY for the "used life" or accrued 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 COUNTY of documentation supporting the cost increase and after an amendment to the agreement has been executed by the parties of this agreement,

The OWNER shall submit a final bill to the COUNTY within 360 days after completion of the work described in Section I above. If the COUNTY has not received a final bill within 360 days after notification of completion of OWNERS work described in Section 1 of this Agreement, and COUNTY has delivered to OWNER fully executed directors deeds, Consents to Common Use or Joint Use Agreements, if required for OWNERS facilities, COUNTY 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 COUNTY processes a final bill for payment more than 360 days after notification of completion of OWNERS 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 amounts covered by progress billings. However, the COUNTY 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 COUNTY. 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 approved by the California Transportation Commission.

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 OWNER's final bill. Any and all increase in costs that are the direct result of deviations from the work described in Section L of this agreement shall have the prior concurrence of the County.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of final payment and will be available for audit by State and Federal auditors. OWNER agrees to comply with Contract Cost principals 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, Part 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWENR agrees to reimburse COUNTY upon receipt of County billing

The OWNER shall pay its share of the actual cost of said work included in the COUNTY's highway construction 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's bridge contractor is \$27,000.

In the event that 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 advance to COUNTY, in accordance with the provisions of this agreement, OWNER hereby agrees to reimburse COUNTY said deficient costs upon 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 October, 2013 to review, study and/or prepare temporary relocation plans and estimates for the project associated with this Agreement may be billed 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.

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

State Represents and warrants that this Utility Agreement is not subject to 23 CFR 635.410, the BA provisions.

THE ESTIMATED COST TO THE COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED TEMPORARY RELOCATION WORK IS \$154,647.69.

THE ESTIMATED COST TO AT&T FOR ITS SHARE OF THE ABOVE DESCRIBED PERMANENT RELOCATION WORK PERFORMED BY COUNTY BRIDGE CONTRACTOR IS \$27,000.

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

**PLACER COUNTY DPW**

**AT&T**

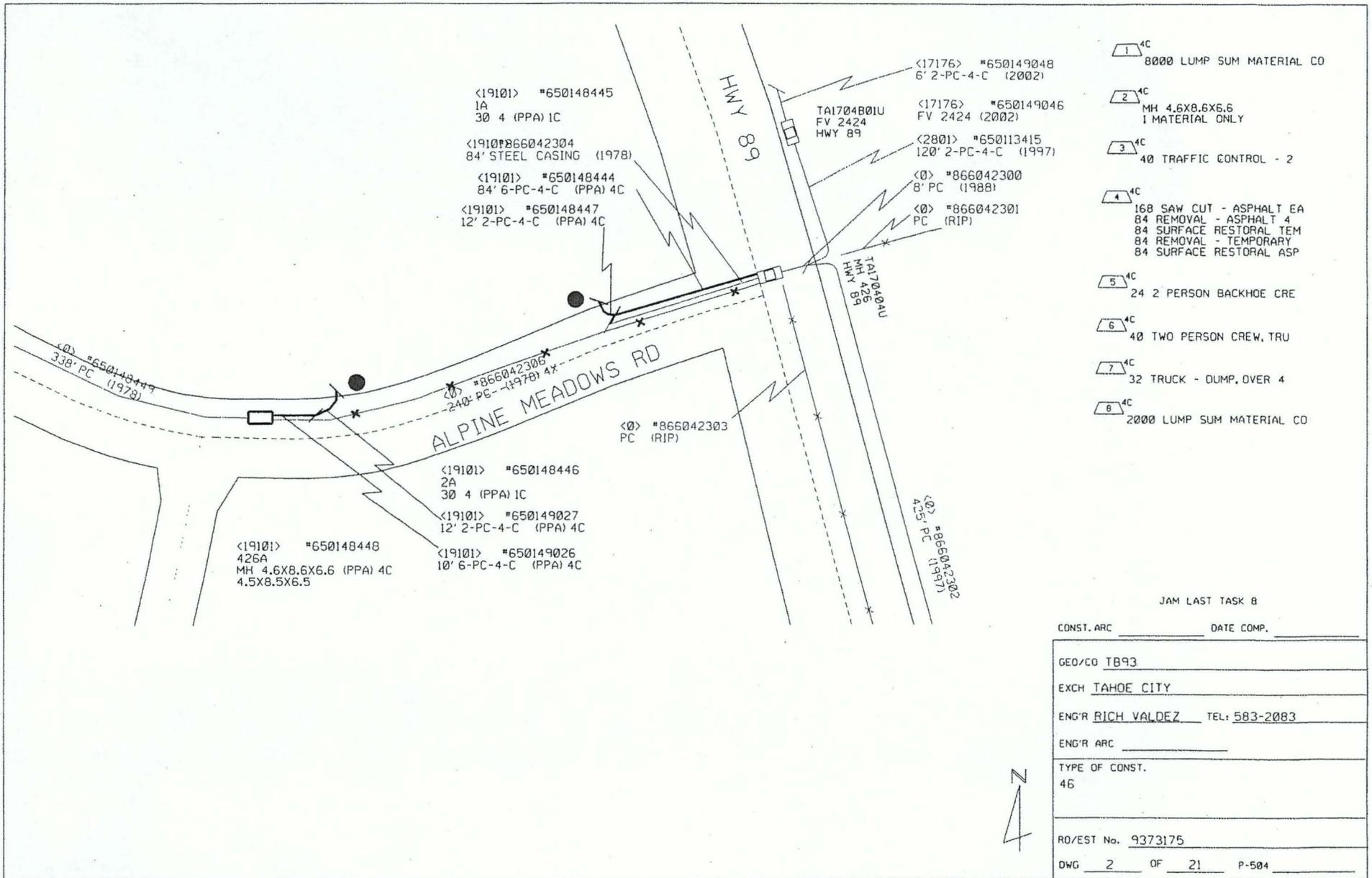
Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ken Grehm, Director

By: \_\_\_\_\_

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



AT&T Proprietary (Internal Use Only). Not for use or disclosure outside the AT&T companies except under written agreement.

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Temporary Utility  
Relocation Plan

4-1-14

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