

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS
DATE: May 6, 2014

FROM: KEN GREHM / PETER KRAATZ *PRK*

SUBJECT: **BRIDGE REPLACEMENT PROJECT ON DOWD ROAD OVER YANKEE SLOUGH, UTILITY AGREEMENT - PG&E**

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Public Works Director to sign and execute a Joint Utility Agreement with Pacific Gas and Electric Company (PG&E), in a total amount not to exceed \$134,000, with County Counsel and Risk Management's review and approval. There is no net County cost.

BACKGROUND / SUMMARY

The Department of Public Works is proposing to replace the existing bridge on Dowd Road at Yankee Slough under the Federal Highway Bridge Program (HBP). The project will replace the existing structurally deficient bridge which is deteriorating and does not meet current design standards. The proposed bridge and improved approaches will bring this bridge into compliance with current structural, geometric, and hydraulic guidelines.

PG&E's facilities are in conflict with the proposed side slopes and ditches of the project and have to be relocated to provide proper drainage and prevent flooding of the adjacent properties. PG&E has had prescriptive rights since 1953 for three of the poles and a recorded easement since 2008 for two of the poles within the footprint of the project. A joint utility agreement has been prepared and PG&E's poles will be relocated within the County's right of way.

ENVIRONMENTAL

The Board approved the Subsequent Initial Study/ Mitigated Negative Declaration (IS/MND) prepared for this project, pursuant to the California Environmental Quality Act (CEQA) with State Clearing House No. 2009032002, on May 7, 2013. The revalidation of the National Environmental Policy Act (NEPA) was completed by Caltrans on November 6, 2013.

FISCAL IMPACT

The total cost of the project is estimated to be \$4,500,000. The project is funded through the Federal Highway Bridge Program (88.53%) and the County Road Fund (11.47%). There are sufficient funds available in the FY 2013-14 and future fiscal year budgets for the work to be performed under contract. There is no net cost to the County.

Attachments: Resolution
Location Map
Copy of Utility Agreement

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

In the matter of: **A RESOLUTION APPROVING AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A UTILITY AGREEMENT WITH COUNTY COUNSEL AND RISK MANAGEMENT'S REVIEW AND APPROVAL WITH PG&E FOR THE DOWD ROAD OVER YANKEE SLOUGH BRIDGE REPLACEMENT PROJECT.**

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 approves and authorizes the Director of Public Works to sign and execute a Utility Agreement with PG&E for an amount not to exceed \$134,000 with County Counsel and Risk Management's review and approval.

LOCATION MAP

DOWD ROAD BRIDGE REPLACEMENT PROJECT OVER YANKEE SLOUGH

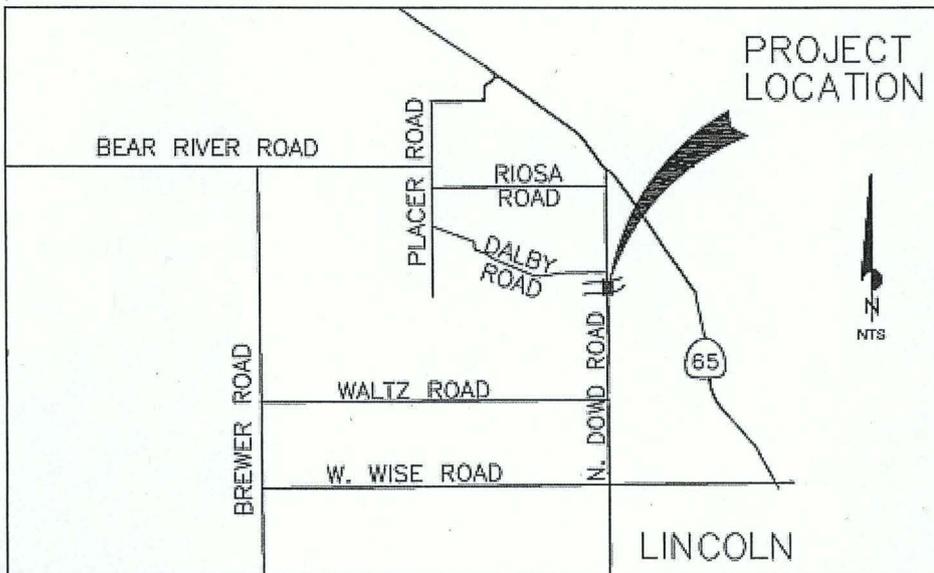
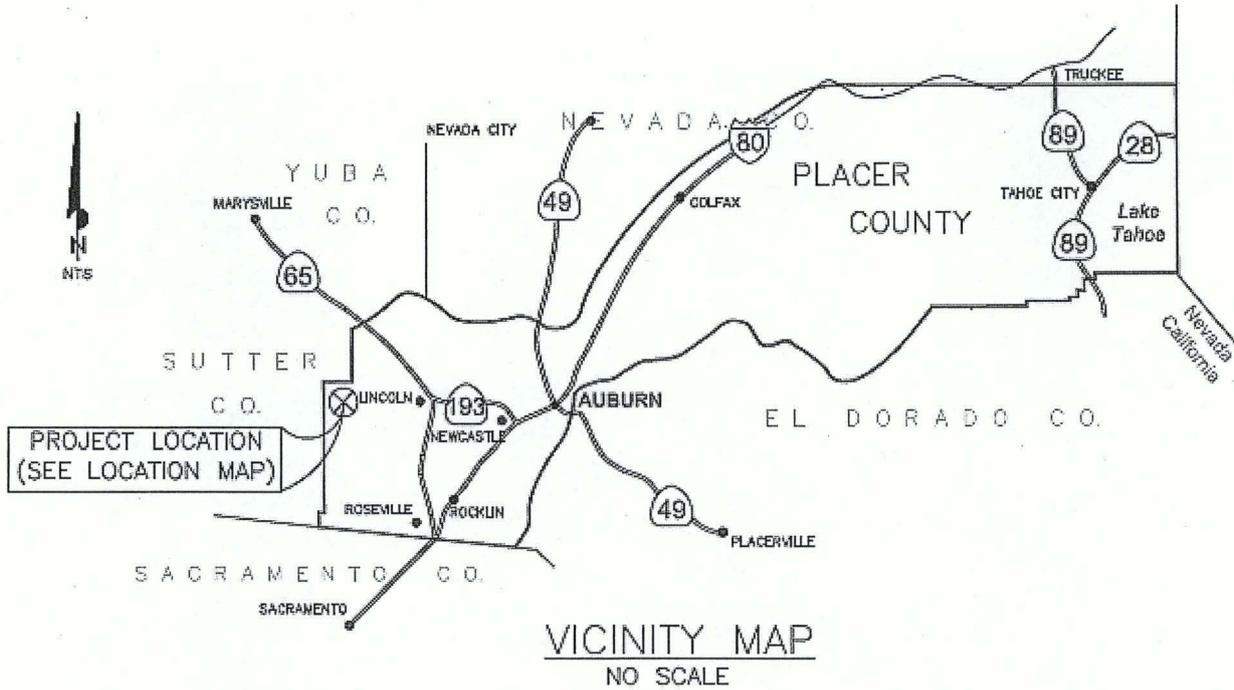


Exhibit 14-F Utility Agreements

UTILITY AGREEMENTS

PLACER COUNTY DEPARTMENT OF PUBLIC WORKS

UTILITY AGREEMENT

County	Route	P.M.	Project #
PLACER	N Dowd Road	03-PLA-CR	PC2899
Fed. Aid. No. BRLO 5919(074)			
Owner's File: PM 30962366			
FEDERAL PARTICIPATION: On the Project : Yes On the Utilities: Yes			

UTILITY AGREEMENT NO. 1

The County of Placer hereinafter called LOCAL AGENCY proposes to REPLACE THE BRIDGE OVER YANKEE SLOUGH on N. DOWD ROAD in the CITY OF LINCOLN, Placer County, California.

And: **PG&E**

hereinafter called OWNER, owns and maintains poles 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. 1 dated _____, 2014, OWNER shall relocate all 5 poles and overhead facilities, west of N. Dowd Road and at the intersection of Dalby Road and Dowd Road. All work shall be performed substantially with OWNER'S Plan No. PM 30962366 dated June 5, 2013 consisting of 4 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 3091 County Center Drive, Suite 220, Auburn, CA 95063.

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 facilities are located in their present position pursuant to prescriptive rights prior and superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

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.

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 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 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.

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 \$ 6,381.00 (which represents 5.65 % of the estimate dated June 5th, 2013. Said 5.65 % shall be applied to the actual cost of work done) and OWNER shall credit the LOCAL AGENCY for the actual cost of said betterment; all the accrued 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 November 5th, 2012 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.

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 LOCAL AGENCY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

It is understood that said highway is a Federal aid highway and accordingly, applicable Buy America requirements set forth in 23 CFR, Chapter 1, Part 645 and 23 USC, section 313 apply to the Work that is the subject of this Agreement. OWNER will require its suppliers to certify Buy America compliance with regard to materials used in the Work and will provide all such certificates to the LOCAL AGENCY. Certification will be substantially in the form of the Certificate of Buy America Compliance attached to this agreement as Exhibit [X].

The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518.

The estimated cost to the LOCAL AGENCY for its share of the above described work is \$106,465.00.

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

LOCAL AGENCY

(OWNER)

By: _____
Ken Grehm
Local Agency Director

By: _____
Marvin Penner
Manager, Land Asset Management

Date: _____

Date: _____

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

156

BUY AMERICA CERTIFICATE OF COMPLIANCE
(Attach Line items from the Purchase Order and Identify all Items Delivered by this Contractor)

[INSERT HEADER BLOCK WITH PURCHASE ORDER NUMBER AND IDENTIFICATION OF "CONTRACTOR"]

Contractor is aware that the Project built using material under this Purchase Order may be funded in part by the Federal Highway Administration. This Buy America Certificate of Compliance is submitted in conformance with Section 6-2.05 of the Caltrans Standard Specifications, and in compliance with 23 U.S.C. § 313 and implementing regulations contained in 23 C.F.R § 635.410, and as may be further modified and/or codified by the Surface Transportation Assistance Act of 1982, P.L. 97-424; the Intermodal Surface Transportation Efficiency Act of 1991, P.L. 102-240; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005, P.L. 109-59; and the Moving Ahead for Progress in the 21st Century Act, P.L. 112-141 (collectively referred to as the "Buy America Rule")

Contractor certifies that all steel and iron materials furnished or to be furnished for incorporation into the work built with materials delivered under the Purchase Order have been manufactured in all respects with the Material Code specifications, and comply with the Buy America Rule. All Materials provided or to be provided by Contractor to PG&E are identified on the Purchase Order and are covered in this Certificate of Compliance.

Contractor further certifies that all manufacturing processes for the Materials, including the application of coatings, occurred in the United States.

[SIGNATURE BLOCK]

