

**MEMORANDUM
DEPARTMENT OF PUBLIC WORKS AND FACILITIES
COUNTY OF PLACER**

To: Honorable Board of Supervisors Date: January 26, 2016

From: Ken Grehm, Director of Public Works and Facilities
By: Alice Atherton, Associate Civil Engineer

Subject: **Engineering / Utility Agreement No. UA-2900-3 / Dowd at Markham Ravine Bridge Replacement Project PC2900**

ACTION REQUESTED

Adopt a Resolution authorizing the Director of Public Works and Facilities, or designee, to enter into Utility Agreement No. UA-2900-3 with Sprint for the Dowd at Markham Ravine Bridge Replacement Project in a total amount not to exceed \$145,406 and authorize the Director of Public Works and Facilities, or designee, to sign and execute subsequent amendments up to ten percent of the agreement amount.

BACKGROUND / SUMMARY

The Department of Public Works is proposing to replace the existing bridge on Dowd Road over Markham Ravine. The existing bridge is 73 years old and classified as structurally deficient. The project is being completed under the Federal Highway Bridge Program (HBP). The proposed project will design the bridge and roadway approaches to current structural, geometric, and hydraulic guidelines.

Sprint facilities are in conflict with the proposed work and must be relocated prior to construction. Sprint is a tenant of PG&E which installed their poles in May of 1950, within the footprint of the proposed project and has prior rights; therefore, the County is responsible for all Sprint's relocation costs. PG&E poles will be relocated within the County right of way outside of the proposed project footprint.

Utility relocation work is planned for the spring of 2016. Construction is tentatively planned for the summer of 2017.

ENVIRONMENTAL CLEARANCE

The Board approved the Initial Study/ Mitigated Negative Declaration (IS/MND) prepared for this project, pursuant to the California Environmental Quality Act (CEQA) with State Clearing House No. 2009122041 which was filed on February 24, 2010. The National Environmental Policy Act (NEPA) Categorical Exclusion was completed by Caltrans on January 6, 2010 and was revalidated on January 4, 2016.

FISCAL IMPACT

The total cost of this contract is in the amount of \$145,406, plus a contingency of ten percent (\$14,541). This project is budgeted in the FY 2015-16 Department of Public Works and Facilities Final Budget, Bridge Construction Projects, Dowd Road at Markham Ravine Bridge #PC2900.

- Attachment 1 - Resolution
- Attachment 2 - Location Map
- Attachment 3 - Utility Agreement UA-2900-3

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

In the matter of:

Resol. No: _____

A Resolution authorizing the Director of Public Works and Facilities, or designee to enter into Utility Agreement No. UA-2900-3 with Sprint, in an amount not to exceed \$145,406, and subsequent Amendments up to ten percent (\$14,541), for utility relocation services for the Dowd Road at Markham Ravine Bridge Replacement Project.

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.

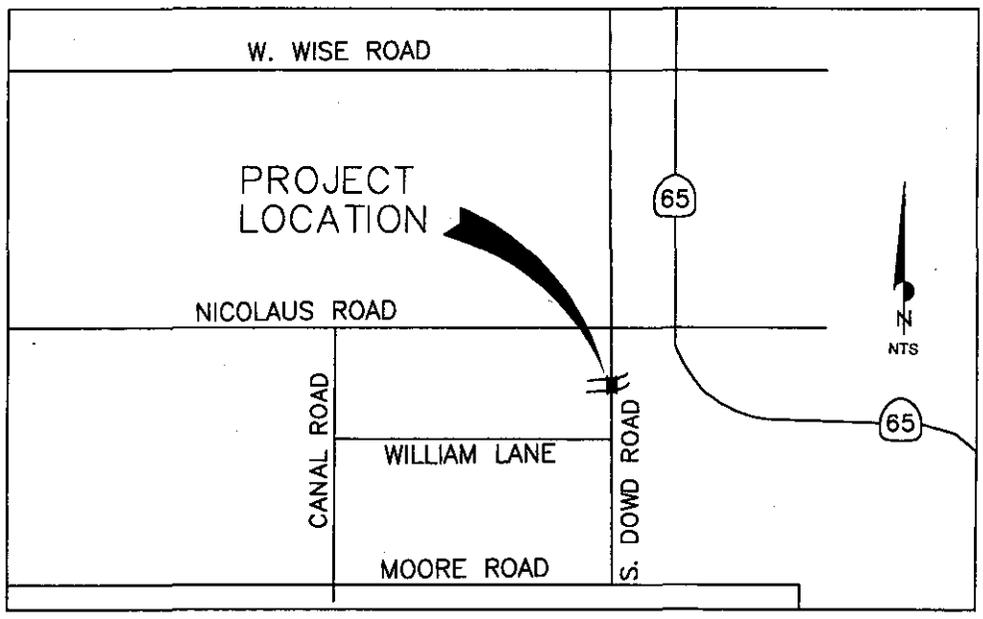
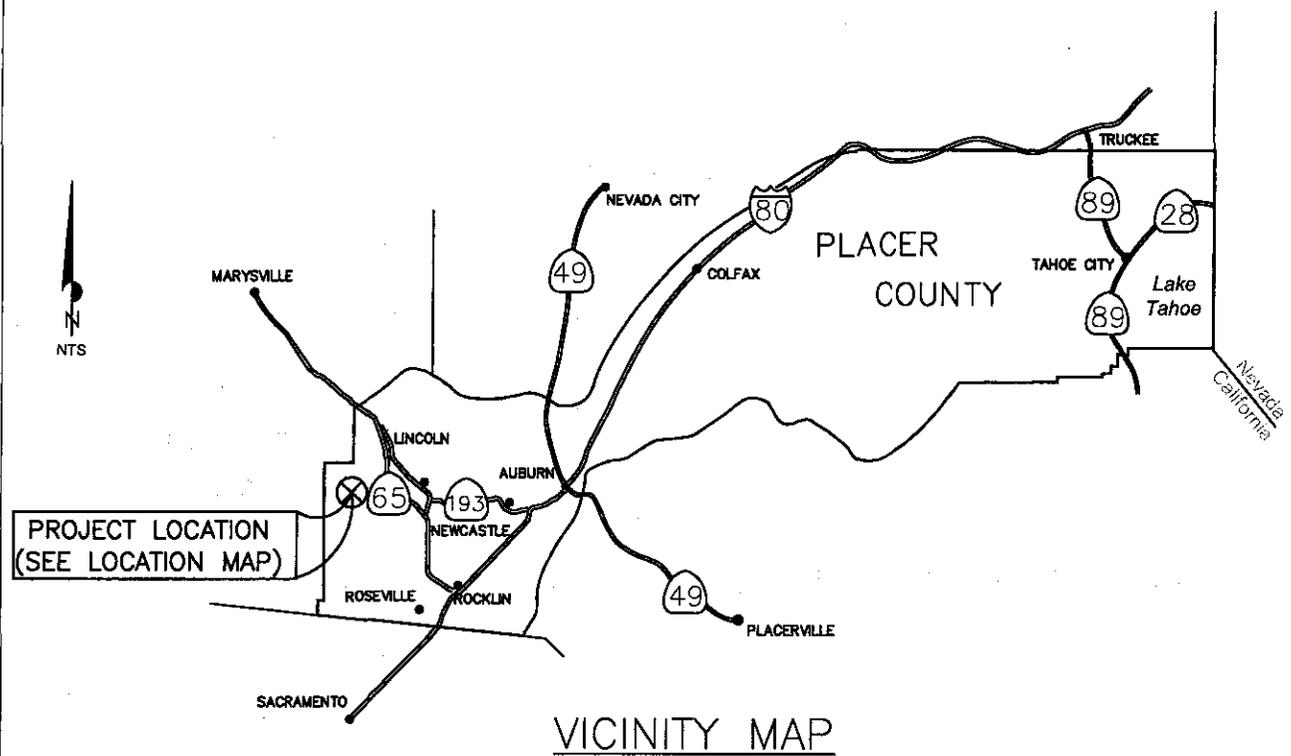
Chair, Board of Supervisors

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 and Facilities, or designee, to enter into Utility Agreement No. UA-2900-3 with Sprint for an amount not to exceed a total of \$145,406, and subsequent Amendments up to ten percent (\$14,541), for relocation of utilities in conflict with the construction of the Dowd Road at Markham Ravine Bridge Replacement Project.

DOWD ROAD AT MARKHAM RAVINE BRIDGE REPLACEMENT PROJECT VICINITY & LOCATION MAPS



UTILITY AGREEMENT

County	Route	P.M.	Project #
Placer	Dowd Rd.	N/A	PL2900
Fed. Aid. No. BRLO – 5919 (073)			
Owner's File: <i>Sprint has not issued a file # to date.</i>			
FEDERAL PARTICIPATION: On the Project : <u>Yes/No</u> On the Utilities: <u>Yes/No</u>			

UTILITY AGREEMENT NO. UA – 2900 – 3

Placer County hereinafter called "**LOCAL AGENCY**" proposes to remove and reconstruct the bridge at Markham Ravine and Dowd Road, Placer County, California.

And: Sprint hereinafter called "**OWNER**," owns and maintains the existing fiber optic facilities attached to utility poles owned by Pacific Gas and Electric Company; 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. NTO – 2900 – 3 dated November 2, 2015, OWNER shall relocate existing Sprint fiber optic cable lines. All work shall be performed substantially in accordance with OWNER's Plan "Fiber Optic Route Record Drawing, Cable Route Detail", dated 7/27/2015, consisting of 2 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at Placer County Department of Public Works. 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.

The estimated cost to the LOCAL AGENCY for its share of the above described work is \$145,406.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of November 2, 2015 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.

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.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

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. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

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

LOCAL AGENCY

SPRINT

By: _____

By: _____

Date: _____

Date: _____

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

