



RESOLUTION No. 16-150

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A UTILITY AGREEMENT WITH PACIFIC BELL TELEPHONE COMPANY, DBA AT&T, FOR UTILITY RELOCATION FOR THE RETRAC WAY AT WOLF CREEK BRIDGE REPLACEMENT PROJECT - DISTRICT II

WHEREAS, the Department of Public Works proposes replacing the existing timber and steel one-lane bridge on Retrac Way over Wolf Creek (17C-O84); and

WHEREAS, the project requires relocation of existing utilities; and

WHEREAS, the Department requests approval of a Utility Agreement in the amount not to exceed \$8,776.06; this amount represents an estimated relocation cost of \$7,020.85, plus a 25% contingency; and

WHEREAS, Per Resolution 13-468, the Board of Supervisors adopted an Initial Study/Mitigated Negative Declaration for the Retrac Bridge Replacement Project, pursuant to CEQA guidelines; and

WHEREAS, construction of the project is scheduled for 2016 and 2017; and

WHEREAS, funding for this project is included in the Fiscal Year 2015/16 budget for Roads Capital Improvements and is available in budget code 1114-30154-702-3000/540712.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

Approves and authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County the Utility Agreement with Pacific Bell Telephone Company (dba AT&T) in the amount not to exceed \$8,776.06; this amount represents an estimated relocation cost of \$7,020.85, plus a 25% contingency, as attached hereto as Exhibit "A."

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of April, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller,
Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Dan Miller, Chair

4/12/2016 cc: DPW(1)
AC*

Exhibit “A”

Utility Agreement

Exhibit 14-F Utility Agreements

UTILITY AGREEMENTS

NEVADA COUNTY

UTILITY AGREEMENT

County	Route	P.M.	Project #
NEVADA	RETRAC WAY	N/A	EA 03-929285
Fed. Aid. No. BRLO-5917(069)			
Owner's File PG&E: PM 31092250			
FEDERAL PARTICIPATION: On the Project : Yes On the Utilities: No			

UTILITY AGREEMENT NO. 2

The County of Nevada acting by and through the Department of Public Works, hereinafter called "COUNTY" proposes to replace the existing Retrac Way Bridge over Wolf Creek in western Nevada County, near Grass Valley, Nevada County, California.

And: **AT&T**

hereinafter called "OWNER," owns and maintains overhead telephone facilities; within the limits of COUNTY's project that 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. 2 dated February 5, 2016, OWNER shall relocate existing telephone facilities in conflict with the Retrac Way Bridge Replacement Project. All work shall be performed substantially in accordance with PG&E's Plan No. PM 31092250 dated June 12, 2015, consisting of one (1) sheet, a copy of which is on file in the Department of Public Works at 950 Maidu Ave, Nevada City, CA 95959. Deviations from PG&E'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 PG&E'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 described in Section I above will be relocated at 100% COUNTY's expense for 140 feet of telephone line (installation by prescription) and 100% OWNER's expense for 140 feet of telephone line (installation by franchise). Therefore COUNTY and OWNER liability and associated costs will be split 50% COUNTY and 50% OWNER.

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 COUNTY shall pay its 50 % 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 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 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 COUNTY 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 COUNTY within 180 days after the completion of the work described in Section I above. If the COUNTY 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 COUNTY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's 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.

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 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 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 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 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 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 COUNTY and/or Federal Auditors.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of COUNTY's request of February 6, 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 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.

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 Buy America provisions.

IN WITNESS WHEREOF, the above parties have executed this Agreement on this 12th day of April, 2016.

COUNTY

By:



Honorable Dan Miller
Chair, Board of Supervisors

Date:

4-12-2016

AT&T

By:


Astrid Willard

Date:

March 9, 2016

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