



# **RESOLUTION No. 17-411**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING THE FIRST AMENDMENT TO UTILITY AGREEMENT NO. 1 BETWEEN COUNTY OF NEVADA AND PACIFIC GAS AND ELECTRIC COMPANY (PG&E) FOR UTILITY RELOCATION ON THE NEWTOWN ROAD CLASS II BICYCLE CORRIDOR PROJECT AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT**

WHEREAS, on September 8, 2015 the Nevada County Board of Supervisors adopted Resolution 15-427, approving Utility Agreement No. 1, between the County of Nevada and Pacific Gas and Electric Company, with a project cost estimate of \$83,829.00 for the County's share of relocation work, plus a 25% contingency, for a total amount of \$104,786.25; and

WHEREAS, this project was accepted as complete by Nevada County Board of Supervisors on January 24, 2017, per Resolution 17-050 and the final cost for the County's share of utility relocation work exceeded the 25% contingency provided in Agreement No. 1; and

WHEREAS, this amendment would increase Agreement No. 1 costs by \$13,458.64, for a total cost of \$118,244.89, which represents the County's share of final utility relocation cost for the Newtown Road Class II Bicycle Corridor Project; and

WHEREAS, the amendment will be funded by the Fiscal Year 2016/17 budget for Road Capital Improvements and is available in budget codes 1114-30154-702-1000/540711.

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

1. Approves the first Amendment and authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County the attached first Amendment between the County of Nevada and Pacific Gas and Electric Company (PG&E).
2. Approves increasing the agreement amount to \$118,244.89; as this amount represents the County's share of final utility relocation cost for the Newtown Road Class II Bicycle Corridor Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of August, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, 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: 



Hank Weston, Chair

8/08/2017 cc: DPW\*  
AC\* (Hold)

8/31/2017 cc: DPW\*  
AC\* (Release)  
PG&E

<u>District</u>	<u>County</u>	<u>Route</u>	<u>Post Mile</u>	<u>EA</u>
3	Nevada	Newtown Rd.	N/A	03-929298L
		Federal Aid No.:	HSIP-5917 (70)	
		Owner's File:	PM 31062250	
		Federal Participation:	On the Project	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			On the Utilities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**FIRST AMENDMENT TO UTILITY AGREEMENT NO. 1.**

**WHEREAS**, the County of Nevada, acting by and through its Department of Public Works, hereinafter called COUNTY, and Pacific Gas and Electric Co. (PG&E), hereinafter called OWNER, have entered into that certain Utility Agreement No.1, dated September 8, 2015, which Agreement sets forth the terms and conditions pursuant to which OWNER has relocated overhead power facilities (poles and lines) as proposed in relocation service plan sheet 1 of 1, owner approved plan PM 31062250, dated 3-31-15 to accommodate COUNTY's construction on Newtown Rd Class 2 Bike Lane, Project No.5917 (070); and,

**WHEREAS**, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred due to the fact that the original cost estimate did not account for the additional easements that related to cost overruns in Land Acquisition; and,

**WHEREAS**, it has been determined that, since final costs have overrun the amount shown in said Agreement by 41 %, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the COUNTY; and,

**WHEREAS**, the estimated cost to the COUNTY of the work to be performed under said Agreement was \$83,829.00, plus a 25% contingency, for a total amount of \$104,786.25 and by reason of the increased costs referred to above, the amended final cost to the COUNTY is \$118,244.89.

**NOW, THEREFORE**, it is agreed between the parties as follows:

1. The estimated cost to the COUNTY of \$83,829.00 as set forth in said Agreement is hereby amended to read \$118,244.89.
2. All other terms and conditions of said Agreement remain unchanged

**WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Utility Agreement No. 1 this day of \_\_\_\_\_.

COUNTY

OWNER

By Hank Weston 8-31-17  
 Honorable Hank Weston, Date  
 Chair of the Board of Supervisors

By Ralph J. Medina 8/18/17  
 Dawn Plise, Supervisor, Date  
 Land Rights Services  
 Ralph Medina, Acting Manager

APPROVAL RECOMMENDED:

By James McFarlane 8-25-17  
 Utility Coordinator Date

By And 8/21/17  
 Utility Coordinator Date