



COUNTY OF NEVADA
COMMUNITY DEVELOPMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
950 MAIDU AVENUE, NEVADA CITY, CA 95959-8617
(530) 265-1411 FAX (530) 265-9849 www.mvnevadacounty.com

Mali LaGoe
Acting Community Development Agency Director

Trisha Tillotson
Director of Public Works

03-NEV-Donner Pass Road
Project #: 338023
Federal Aid No.: CA FLAP NEV 40(1)

UTILITY AGREEMENT NO. 1

WHEREAS, the County of Nevada, hereinafter called Local Agency, acting by and through the US Department of Transportation Federal Highway Administration, hereinafter called CFLHD, has issued Notice to Owner dated 1/29/2020, attached hereto as Exhibit A, to Level 3 Communications, LLC hereinafter called Owner, which Notice to Owner sets forth the terms and conditions pursuant to which Owner has been ordered to relocate certain Owner's facilities to clear the Local Agency's proposed road rehabilitation project on Donner Pass Road near Soda Springs, and;

WHEREAS, the construction of the CFLHD's project necessitates the relocation of Owner's utility facilities, and;

WHEREAS, CFLHD, in order to clear the right of way for the roadway construction, has ordered Owner to relocate the portions of its facilities identified within said Notice to Owner, hereafter called Owner's facilities, and;

WHEREAS, Owner remains 100% liable for costs associated with relocation work, and;

WHEREAS, Owner requests to have the U.S. Department of Transportation Federal Highway Administration, CFLHD redesign the project and work around the utilities in conflict and;

WHEREAS, Owner agrees to work directly with the U.S. Department of Transportation Federal Highway Administration CFLHD to determine scope and cost of unanticipated work and;

WHEREAS, the U.S. Department of Transportation Federal Highway Administration CFLHD agrees to have their contractor Herback General Engineering perform unanticipated work in conformance with the approved Donner Pass Road Project plans, specifications, change orders, and permits to accommodate the existing location of utilities, and;

WHEREAS, the County of Nevada agrees to transfer payments for unanticipated utility work from Owner to the U.S. Department of Transportation Federal Highways CFLHD on behalf of the Owner after payments have been received by the County of Nevada, and;

WHEREAS, Owner agrees to make a maximum of one payment for work in the year 2020, and one payment for work completed in the year 2021, and;

NOW THEREFORE, it is agreed between Local Agency and Owner as follows:

1. Owner will pay the County of Nevada \$125,515.83 for work in 2020 and \$51,593.60 for work done in 2021
2. County of Nevada Agrees to forward payments to the U.S. Department of Transportation Federal Highway Administration CFLHD - on behalf of the Owner.

THE ACTUAL COSTS FOR THE ABOVE DESCRIBED WORK IS \$177,109.43

IN WITNESS WHEREOF, the parties hereto have executed this Utilities Agreement this _____ day of _____, 21_____.

NEVADA COUNTY

Brad Enea
BE
BE
Level 3 Communications, LLC

By _____ Date _____
Honorable Dan Miller
Chair, Board of Supervisors

By Tim LaFreniere Jun 30, 2021
Tim LaFreniere (Jun 30, 2021 12:57 PDT)
Tim Lafreniere Date
DIR Ops

APPROVAL RECOMMENDED:

By _____ Date _____
U.S. Department of Transportation
Federal Highways
