

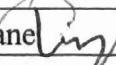
**EL DORADO COUNTY BOARD OF SUPERVISORS**  
**AGENDA ITEM TRANSMITTAL**  
**Meeting of January 9, 2007**

**AGENDA TITLE:** U.S. Highway 50 / Missouri Flat Road Interchange (Phase 1A) Project – Utility Relocation Agreement between the County of El Dorado and AT&T, Project #71317

**DEPARTMENT:** Transportation

**DEPT SIGNOFF:** 

**CAO USE ONLY:**  12/27/06

**CONTACT:** Elizabeth B. Diamond/Adam Bane 

**DATE:** 12/21/06

**PHONE:** 5982/ 5983

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Department of Transportation (Department) recommends the Board of Supervisors:

Approve and authorize the Board Chairman to sign the AT&T Utility Agreement (County AGMT 06-1256, Caltrans 2400.3) for relocation of existing utility facilities to accommodate the construction of the U.S. Highway 50 / Missouri Flat Road Interchange (Phase 1A) Project #71317.

**CAO RECOMMENDATIONS:** Recommend approval. Laura A. Hill 12/27/06

**Financial impact?** ☒ Yes ☐ No

**Funding Source:** ☐ Gen Fund ☒ Other

**BUDGET SUMMARY:**

Other: 2004 General Plan TIM Fee Program

Total Est. Cost \$59,950.00

**CAO Office Use Only:**

**Funding**

4/5's Vote Required ☐ Yes ☒ No

Budgeted \$59,950.00

Change in Policy ☐ Yes ☒ No

New Funding \_\_\_\_\_

New Personnel ☐ Yes ☒ No

Savings \_\_\_\_\_

**CONCURRENCES:**

Other \_\_\_\_\_

Risk Management yes

Total Funding \$59,950.00

County Counsel yes

Change in Net County Cost 0

Other \_\_\_\_\_

**\*Explain**

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 04/05

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest:** Cindy Keck, Board of Supervisors Clerk

**By:** \_\_\_\_\_



**MAINTENANCE DIVISION**  
2441 Headington Road  
Placerville CA 95667  
Phone: (530) 642-4909  
Fax: (530) 642-9238

**RICHARD W. SHEPARD, P.E.**  
Director of Transportation  
  
Internet Web Site:  
<http://co.el-dorado.ca.us/dot>

**MAIN OFFICE**  
2850 Fairlane Court  
Placerville CA 95667  
Phone: (530) 621-5900  
Fax: (530) 626-0387



December 20, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, California 95667

**Title:** U.S. Highway 50 / Missouri Flat Road Interchange (Phase 1A) Project – Utility Relocation Agreement between the County of El Dorado and AT&T, Project #71317

**Meeting Date:** January 9, 2007

**District/Supervisor:** District III – Supervisor Sweeney

Dear Members of the Board:

**Recommendations:**

The Department of Transportation (Department) recommends the Board of Supervisors:

Approve and authorize the Board Chairman to sign the AT&T Utility Agreement (County AGMT 06-1256, Caltrans 2400.3), for relocation of existing utility facilities to accommodate the construction of the U.S. Highway 50 / Missouri Flat Road Interchange (Phase 1A) Project #71317.

**Reasons for Recommendations:**

The El Dorado County Department of Transportation is moving towards construction of the U.S. Highway 50 / Missouri Flat Road Interchange Project. The construction of the interchange requires the relocation of AT&T's existing communications facilities which are in conflict with the new interchange. AT&T's communications facilities are currently located partially within Caltrans Right-of-Way and partially within County Right-of-way.

The cost of relocating AT&T's facilities within the State's right of way is shared evenly between AT&T and the County in accordance with the existing Caltrans / AT&T Master Agreement which governs for that work. AT&T's facilities within the County's right of way will be relocated at AT&T's expense. The County's resultant liability is 27% of the overall costs of AT & T relocating its facilities. The subject Utility Agreement sets forth the terms and conditions by which the utility work will be performed and reimbursement will be made.

**Fiscal Impact:**

The County's total expense associated with the relocation of existing utility facilities is estimated to be \$59,950.00. The agreement is an actual cost contract for the described work. Itemized billings are required and any deviation from the described work requires concurrence by the County. Since the work involves public works construction, deviations would be handled in accordance with current Board granted authority for change orders, such that any deviation in excess of \$5,995 would require Board action. In addition, should the final bill exceed 125% of the estimated cost, a formal amendment to the agreement is required prior to payment.

Funds for the County's share of the utility relocations are included in the budget for the U.S. 50 / Missouri Flat Road Interchange (Phase 1A) Project, which is funded through the 2004 General Plan Traffic Impact Mitigation Fee Program funds. Sufficient funds are available in the project budget for this agreement. In addition, the project budget includes an overall 10% contingency to accommodate unforeseen circumstances.

**Net County Cost:**

There is no net cost to the County General Fund associated with this agenda item.

**Action to be Taken Following Approval:**

- 1) The Board Chairman will sign six originals of the AT&T Utility Agreement (County AGMT 06-1256, Caltrans 2400.3).
- 2) The Board Clerk will forward five originals of the fully executed Agreement to the Department for further processing.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. W. Shepard', with a large, stylized loop at the end.

Richard W. Shepard, P. E.  
Director of Transportation

RWS: ED:mdp  
Attachment(s)

# CONTRACT ROUTING SHEET

**PROCESSING DEPARTMENT:**

Department: Transportation  
Dept. Contact: Tim Prudhel / DARRY BROWN  
Phone: x5974 / x 5962  
Department Head  
Signature: [Signature]  
Richard W. Shepard, P.E.  
Director of Transportation

**CONTRACTOR:**

Name: AT&T  
Address: 3675 T Street, Room 111  
Sacramento, CA 95816  
Phone: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2006 NOV 13 PM 2:55  
[Signature]

**CONTRACTING DEPARTMENT:** Transportation

Compliance with Human Resources requirements? Yes: N/A No: \_\_\_\_\_  
Compliance verified by: N/A - Utility Agreement

**COUNTY COUNSEL:** (must approve all contracts and MOUs)

Approved: [Signature] Disapproved: \_\_\_\_\_ Date: 11/14/06 By: Jason Beck  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

**Please forward to Risk Management upon approval.**

DATE: <u>11/14/2006</u> BY: <u>[Signature]</u> INDEX CODE: <u>306500</u>	USER CODE: <u>25000A</u>
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**RISK MANAGEMENT:** (All contracts and MOUs except boilerplate grant funding agreements)

Approved: [Signature] Disapproved: \_\_\_\_\_ Date: 11/17/06 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

NOV 16 2006

**OTHER APPROVAL** (Specify department(s) participating or directly affected by this contract).

Department(s): \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

UTILITY AGREEMENT NO. <b>2400.3</b>
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<u>Dist</u> 03	<u>Co</u> ED	<u>Rte</u> 50	<u>KP (P.M.)</u> 23.8/24.7 (14.7/15.3)	<u>EA</u> 370001
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Federal Aid No.:

Owner's File: Caltrans Utility Agreement No. 2400.3

FEDERAL PARTICIPATION: On the Project ☐ Yes ☒ NoOn the Utilities ☐ Yes ☒ No**UTILITY AGREEMENT NO.: 2400.3      DATE: 11/17/2006**

The County of El Dorado acting through a Cooperative Agreement with the State of California Department of Transportation (State), herein called "County," proposes to reconstruct the US Hwy 50/Missouri Flat Road interchange in the County of El Dorado. Work includes reconstructing the interchange ramps, widening Missouri Flat Road from 0.12 km north of Prospector's Plaza Drive to 0.14 km south of Perks Court, and AT&T (previously doing business as Pacific Bell Telephone Company and SBC of California) hereinafter called "Owner," owns and maintains communication underground fiber optic and overhead facilities within the limits of County's project which requires relocation to accommodate County's construction.

It is hereby mutually agreed that:

**I.      WORK TO BE DONE**

In accordance with Notice to Owner No. 2400.3 dated 11/17/2006, Owner shall remove and/or abandon, and relocate Owner's telephone facilities. All work shall be performed substantially in accordance with Owner's Plan No. 5729333 dated September 27, 2006, consisting of six (6) sheets, a copy of which is on file in the County office of the Department of Transportation at 2850 Fairlane Court, Building "C", Placerville, CA 95667. Deviations from the Owner'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 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 described in Section I above will be relocated at 50% Owner expense and 50% County for the expense of relocating the Owner's facilities that lie within the State's right of way access control that is designated as a freeway (U.S. Route 50) per the Freeway Master Contract dated November 15, 2004 between the State and AT&T (previously doing business as Pacific Bell Telephone Company and SBC of California).

The existing facilities described in Section I above will be relocated at 0% County expense and 100% Owner for the expense of relocating the Owner's facilities that lie within the County's right of way per County Encroachment Permit.

County's liability for Owner's expenses shall be 27% of Owner's overall costs of relocating its facilities.

### 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.

Upon the issuance of a Notice to Owner, the Owner shall diligently undertake, or cause to be undertaken, the relocation of its utility facilities in accordance with County's Notice to Owner and County's reasonable construction schedule for the US Hwy 50/Missouri Flat Road interchange Project.

Owner shall apply for, obtain, and comply with the State of California, Department of Transportation Encroachment Permit, and shall apply for, obtain, and comply with County's standard Encroachment Permit, to relocate its communication facilities for the US Hwy 50/Missouri Flat Road Interchange Project. County shall waive the Encroachment Permit application fee for its permit.

### IV. PAYMENT FOR WORK

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. Progress bills that do not in total exceed the amount of this Agreement shall be made by County 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 in accordance with the paragraphs below.

The Owner shall submit a final bill to the County within 360 days after the completion of the work described in Section I above. If the County has not received a final bill within 360 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 (e.g. in the form of Owner's "CWO Bill Support Report"), 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. 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 increase 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 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 bill and will be available for audit in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31 by STATE and/or Federal auditors.

#### V. GENERAL CONDITIONS

All costs accrued by Owner as a result of County's request 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. In the event of said termination, the County and Owner will identify and provide for mutually acceptable terms and conditions for payment of costs incurred prior to termination in accordance with this agreement.

Owner shall submit a Notice of Completion to the County 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 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the County and the Owner pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

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

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

# UTILITY AGREEMENT

RW 13-5 (REV 4/2000)

UTILITY AGREEMENT NO. <b>2400.3</b>
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This Agreement contains all of the terms of agreement between County and Owner. All modifications or amendments to this Agreement must be in writing and signed by both parties.

The laws of the State of California shall govern this Agreement. Any litigation arising herein shall be brought in the County of El Dorado.

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court Bld. C  
Placerville, CA 95667  
Attn.: Richard W. Shepard,  
Director of Transportation

With a Copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court Bld. C  
**Placerville, CA 95667**  
Attn.: Adam Bane,  
Senior Civil Engineer

or to such other location as the County directs.

Notices to Owner shall be addressed as follows:

To AT&T:

AT&T  
3675 T Street Rm. 111  
Sacramento, CA 95816  
Attn.: Cheryl Summers,  
AT&T Utility Encroachments

With a Copy to:

AT&T  
12824 Earhart Avenue  
Auburn, CA 95602  
Attn.: Carol Prince,  
Public Works Manager

or to such other location as AT&T directs.

**THE ESTIMATED COST TO COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 59,950**

FUND TYPE	STATE EA	AMOUNT
Design Funds		\$ 0
Construction Funds		\$ 0
COUNTY R/W Funds	370001	\$ 59,950



# UTILITY AGREEMENT

Page 5 of 6

ED County No: 71317 - Agenda Log 2240 - Agmt. 06-1256

RW 13-5 (REV 4/2000)

UTILITY AGREEMENT NO.  
**2400.3**

## Requesting County Department Concurrence:

By: 

Richard W. Shepard, P.E.  
Director of Transportation

Dated: 11/17/04

**UTILITY AGREEMENT**

RW 13-5 (REV 4/2000)

UTILITY AGREEMENT NO.  
**2400.3**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

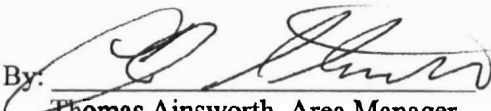
Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- UTILITY COMPANY --**

AT&T

By:   
Thomas Ainsworth, Area Manager

Dated: 11/27/06