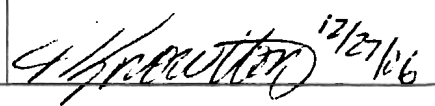


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of January 9, 2007**

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

DEPARTMENT: Transportation
CONTACT: Elizabeth B. Diamond / Adam Bane
DATE: 12/21/06 **PHONE:** 5982/5983

DEPT SIGNOFF:


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

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 PG&E Utility Agreement (County AGMT 06-1258, Caltrans 2400.0), 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 S. Hill 12/27/06*

Financial impact? Yes No

Funding Source: Gen Fund Other
 Other: 2004 General Plan TIM Fee Program

BUDGET SUMMARY:

Total Est. Cost*	\$1,270,000
Funding	
Budgeted	\$1,270,000
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$1,270,000
Change in Net County Cost	0

CAO Office Use Only:
 4/5's Vote Required Yes No
 Change in Policy Yes No
 New Personnel Yes No

CONCURRENCES:
 Risk Management *yes*
 County Counsel *yes*
 Other *cc: Joe Harn*

***Explain** Agreement requires payment of actual cost for construction of relocated facilities.

BOARD ACTIONS:

Vote: Unanimous _____ **Or**
Ayes:
Noes:
Abstentions:
Absent:

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 PG&E, 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 PG&E Utility Agreement (County AGMT 06-1258, Caltrans 2400.0), 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 Pacific Gas & Electric's (PG&E) existing electrical facilities which are in conflict with the new interchange improvements. PG&E's electrical facilities are currently located within an existing utility easement, providing PG&E with a superior property right, dictating the cost for this relocation will be borne by the County. PG&E will perform the work necessary to relocate the electrical facilities with their own forces with the County to reimburse PG&E for the associated costs. 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 Agreement provides for PG&E's facilities lying within existing utility easements to be relocated at County's expense. Cost associated with the work is estimated at \$1.27 million; however 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 \$37,700 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.

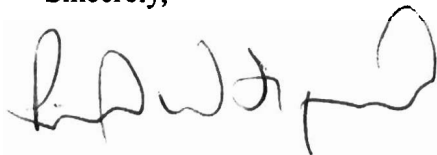
Net County Cost:

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 PG&E Utility Agreement (County AGMT 06-1258, Caltrans 2400.0).
- 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 "Richard W. Shepard". The signature is fluid and cursive, with a large loop at the end.

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

RWS: ED:mdp
Attachment(s)

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT: DOT
 Department: Transportation
 Dept. Contact: Tim Prudhel/Darryl Brown
 Phone: X5974/5962
 Department Head: X5974/5962
 Signature: *T. Prudhel 11-27-06*
Adam Bane AB

CONTRACTOR:
 Name: PG&E
 Address: 343 Sacramento St
Auburn, CA 95603
 Phone: 889-3161

CONTRACTING DEPARTMENT: Transportation
 Compliance with Human Resources requirements? Yes: N/A No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (must approve all contracts and MOUs)
 Approved: Disapproved: _____ Date: 12/18/06 By: *Josh Beck*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved w/ conditions as discussed w/ DOT re encroachment permit

Encroachment Permit to be processed by PM only; permit unit galused.
12/27/06

ASSIGNMENT
DATE
11/28/2006

2006 NOV 23 AM 9:21
EL DORADO COUNTY COUNSEL
Alfred Bellver

Index Code: 306500 User Code: 25000A

RISK MANAGEMENT:
 Approved: Disapproved: _____ Date: 12/18/06 By: *J Costello*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract)
 Department(s): _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

2006 LEV 18 PM 4:25
RECEIVED
DOT

UTILITY AGREEMENT

RW 13-5 (REV 4/2000)

ED County No: 71317 - Agenda Log 2243 - Agmt. 06-1258

Caltrans Utility Agreement Number: 2400.0

<u>Dist</u>	<u>Co</u>	<u>Rte</u>	<u>KP (P.M.)</u>	<u>EA</u>
03	ED	50	23.8/24.7 (14.7/15.3)	370001

Federal Aid No.:

Owner's File: Caltrans Utility Agreement Number 2400.0

FEDERAL PARTICIPATION: On the Project Yes NoOn the Utilities Yes No**UTILITY AGREEMENT NO.: 2400.0 DATE: 12/20/2006**

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, reconstruct the interchange ramps, widen Missouri Flat Road from 0.12 km north of Prospector's Plaza Drive to 0.14 km south of Perks Court, and Pacific, Gas, and Electric (PG&E) (Electric) hereinafter called "Owner," owns and maintains underground and overhead electric 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. 2400.0 dated 12/20/06, Owner shall remove and/or abandon, and relocate Owner's electric facilities. All work shall be performed substantially in accordance with Owner's Plan No. 30470931 dated May 22, 2006, consisting of **five (5)** 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 0% Owner expense and 100% 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 Section 5 (A) of the Freeway Master Contract dated November 1, 2004 between the STATE and Pacific Gas and Electric Company (PG&E and/or Owner).

UTILITY AGREEMENT NO. 2400.0
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The existing facilities described in Section I above will be relocated at 100% County expense and 0% Owner for the expense of relocating the Owner's facilities that lie within private easements per Section 5(A) of the Freeway Master Contract dated November 1, 2004.

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 share of the actual and necessary cost of the herein described work within 90 days after receipt of five (5) copies of Owner's itemized bill, signed by a responsible official of Owner's organization and prepared on Owner's letterhead, compiled on the basis of the actual and necessary 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, Federal Energy Regulatory Commission or Federal Communications Commission, 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 the "used life" or accumulated depreciation of the replaced facilities and for 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 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, 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.

UTILITY AGREEMENT NO. 2400.0
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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 payment and will be available for audit by County and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent County and/or Federal audit determines payments to be unallowable, Owner agrees to reimburse County upon receipt of County Billing.

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 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.

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 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.

Whenever Owner’s affected Utility Facilities will be relocated from the existing Private Right-of-Way of Owner to a new Location that falls outside such existing Private Right-of-Way of Owner, the County shall convey or cause to be conveyed a new Right-of-Way for such relocated Utility Facilities as will correspond to the existing Private Right-of-Way of Owner. For such relocations, the County shall issue, or cause to be issued, to Owner, without charge to Owner or credit to County, appropriate replacement rights in the new location mutually acceptable to both County and Owner for those rights previously held by Owner in its existing Private Right-of-Way. In discharge of County’s obligations under this paragraph, in the event that the new location falls within the Right-of-Way of a public road under the jurisdiction of the County, County and Owner shall jointly execute an agreement for joint use of said new area which agreement shall also confirm any prior rights held by Owner in said Private Right-of-Way of Owner. In consideration for these replacement rights being issued by County, Owner shall subsequently convey to County, or its nominee,

UTILITY AGREEMENT

RW 13-5 (REV 4/2000)

UTILITY AGREEMENT NO.
2400.0

within County's Right-of-Way, all of its corresponding right, title and interest with Owner's existing Private Right-of-Way so vacated.

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 PG&E:

PG&E
343 Sacramento Street
Auburn, CA 95603
Attn.: Donald Kennedy, Land Agent
Land Services- North Valley Area

or to such other location as PG&E directs.

UTILITY AGREEMENT

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UTILITY AGREEMENT NO. 2400.0
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THE ESTIMATED COST TO COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 1,266,868

FUND TYPE	STATE EA	AMOUNT
Design Funds		\$ 0
Construction Funds		\$ 0
COUNTY R/W Funds	370001	\$ 1,266,868

Requesting County Department Concurrence:

By: _____
Richard W. Shepard, P.E.
Director of Transportation

Dated: _____

UTILITY AGREEMENT

RW 13-5 (REV 4/2000)

UTILITY AGREEMENT NO.
06-1258

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 --

PG&E

By: _____
Greg Johnston,
Supervisor, Land Rights Protection
Northern Area

Dated: _____