



Legislation Text

File #: 24-0014, **Version:** 1

Department of Transportation recommending the Board approve and authorize the Chair to sign the Second Amendment to Pacific Gas and Electric Company Utility Agreement 1, increasing total compensation to \$226,747.01, to provide payment to Pacific Gas and Electric Company for utility relocation services performed, which were necessary prior to construction of the Mosquito Road Bridge at South Fork American River - Bridge Replacement Project, Capital Improvement Program number 77126/36105028.

FUNDING: Highway Bridge Program Funds (99.8%), Road Fund (0.1%) and Sacramento Municipal Utility District Funds (0.1%). (Federal and Local Funds)

DISCUSSION / BACKGROUND

On October 26, 2020, the Department of Transportation (Transportation) and Director of Transportation (Director) entered into Utility Agreement No. 1 (Agreement) with Pacific Gas & Electric Company (PG&E) for \$45,038 to relocate electrical facilities located within the project limits of the Mosquito Road Bridge at South Fork American River - Bridge Replacement Project (Project), Capital Improvement Program (CIP) number 77126/364105028. Resolution 003-2018 authorized the Director to approve utility agreements in the amount of \$175,000 or less, approved by the Board with Legistar 17-1372.

The First Amendment to the Agreement was signed by the Director on May 19, 2021, increasing the amount of the Agreement to \$85,038. The original estimated Agreement did not include tree removal which became necessary while PG&E was coordinating the relocation of their facilities. The dates of service were also extended to November 1, 2021. On August 31, 2021, Item 25, Legistar 21-0887, Resolution 106-2021, was adopted by the Board to increase the Director's authority up to \$200,000 for utility agreements, including other administrative details, which superseded Resolution 003-2018.

During PG&E's performance of the work, increased costs over and above those estimated at the time of the signed Agreement and First Amendment were incurred due to contracting out the work and field services, labor overhead, and other overhead expenses.

The proposed Second Amendment reflects an actual amount due of \$226,747.01, with all other terms and conditions of the Agreement unchanged. The relocation services were completed within the time frame of the First Amendment. PG&E acknowledges a delay in invoicing for these services and is requesting the Second Amendment. Since this amount is above the Director's authority, Transportation requests the Board's approval to sign and execute the Second Amendment.

ALTERNATIVES

Should the Board choose not to approve the Second Amendment, payment due to PG&E would not be made. PG&E could take legal action to recover the amount owed for the work.

PRIOR BOARD ACTION

N/A

OTHER DEPARTMENT / AGENCY INVOLVEMENT

County Counsel has reviewed and approved the Second Amendment.

CAO RECOMMENDATION / COMMENTS

Approve as recommended.

FINANCIAL IMPACT

There is no change to Net County cost associated with this item. Funding for the Project is budgeted in Transportation's 2023 CIP, which was approved by the Board on June 6, 2023 (Legistar 23-0851, Item 56), and is provided by the Highway Bridge Program Funds.

CLERK OF THE BOARD FOLLOW UP ACTIONS

- 1) The Clerk of the Board will obtain the Chair's signature on the original of the Second Amendment.
- 2) The Clerk of the Board will forward the original of the Second Amendment to Transportation, Fairlane Engineering, attention Shanann Findley, for further processing.

TRANSPORTATION FOLLOW UP ACTIONS

- 1) Transportation will send the original of the partially executed Second Amendment to PG&E for signature.
- 2) Upon receipt from PG&E, Transportation will return the fully executed original Second Amendment to the Clerk of the Board for its files.

STRATEGIC PLAN COMPONENT

Infrastructure

CONTACT

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