

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> October 20, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Department of Public Works & Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Resolution approving Utility Agreement 1, Caltrans Local Assistance Procedure Manual Exhibit 14 F, with AT&T for relocation of an aerial guy wire and communication wire as necessary to the Federal Aid Bridge Replacement Project identified as Salmon Creek Bridge at Packer Lake Road.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** AT&T owns and maintains aerial pole, guy wire and communication wire facilities within the limits of bridge replacement project and relocation of the facilities is required in order to accomodated the project. This Agreement must be in place as one of many steps needed to obtain authorization to proceed with the project.

**FUNDING SOURCE:** FHWA Bridge Replacement  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$2,965.17 N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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 CLERK TO THE BOARD DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF APPROVING UTILITY AGREEMENT  
RELATED TO FEDERAL AID PROJECT BRLO 5913(060)  
SALMON CREEK BRIDGE ON PACKER LAKE ROAD**

**RESOLUTION 2020-\_\_\_\_\_**

1. Utility Agreement 1, Local Assistance Procedure Manual Exhibit 14 F, between Sierra County and AT&T for relocation of aerial pole guy wire and communication wire as affects the Federal Aid Project, BRLO 5913(060), Salmon Creek Road Bridge on Packer Lake Road is hereby approved.
2. Tim H. Beals, Director of Transportation, is hereby authorized to execute the Utility Agreement on behalf of Sierra County.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 20<sup>th</sup> day of October, 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
JAMES BEARD  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

## Exhibit 14-F Utility Agreements

## UTILITY AGREEMENTS

*Sierra County*

## UTILITY AGREEMENT

County	Route	P.M.	Project #
Sierra	Packer Lk RD	0.0	BRLO 5913 (060)
<b>Fed. Aid. No. BRLO 5913(060)</b>			
<b>Owner's File</b>			
<b>FEDERAL PARTICIPATION: On the Project : Yes On the Utilities: No</b>			

## UTILITY AGREEMENT NO. 1

The *Sierra County* hereinafter called "LOCAL AGENCY" proposes to Replace *Salmon Creek Bridge* on *Packer Lake Road*, in Sierra City, Sierra County, California.

And: **AT&T**

hereinafter called "OWNER," owns and maintains (*Aerial pole guy wire and communication wire*) facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

## I. WORK TO BE DONE:

In accordance with Notice to Owner No. 1 dated October 12, 2020, OWNER shall relocate *Aerial pole guy wire and communication wire*. All work shall be performed substantially in accordance with OWNER's Plan No. UP-4 dated October 12, 2020, consisting of 1 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 101 Courthouse Square, Downieville, CA 95936. Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY 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 LOCAL AGENCY and agreed to/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 written execution 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

Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

## 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.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

## IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, 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 Local Assistance Procedures Manual EXHIBIT 14-G Utility Agreement Clauses Page 7 of 16 January 2020 California Public Utilities Commission (PUC), Federal Energy Regulatory Commission (FERC) or Federal Communications Commission (FCC), whichever is applicable." "It is understood and agreed that the LOCAL AGENCY 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 LOCAL AGENCY for all accrued depreciation of the replaced facilities and for the 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 itemized 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 LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

Upon completion of the Preliminary Engineering, and within 45 days after receipt of OWNER's bill, signed by a responsible official of OWNER's organization, and prepared on OWNER's letterhead, LOCAL AGENCY will pay OWNER the lump-sum amount of \$ 2,965.17. The above lump-sum amount, for the preliminary engineering design work, has been agreed upon between the LOCAL AGENCY and the OWNER.

## V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 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 LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY 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." "In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**LOCAL AGENCY**

**AT&T California**

By: \_\_\_\_\_  
*Tim H. Beals*  
Local Agency Director of Transportation

By: \_\_\_\_\_  
*Lee C. Nieto*  
Public Works Coordinator

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

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

**Distribution:** 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File