

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA #: \*C-1

AGENDA DATE: September 20, 2016

**SUBJECT:**

Approval of a Utility Agreement with Pacific Gas and Electric for the Santa Fe Ave over Tuolumne River Bridge Replacement Project in Stanislaus County

**BOARD ACTION AS FOLLOWS:**

No. 2016-478

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

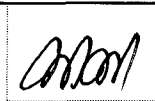
DEPT: Public Works

Urgent

Routine

BOARD AGENDA #: \*C-1

AGENDA DATE: September 20, 2016



CEO CONCURRENCE:

4/5 Vote Required: Yes  No

---

**SUBJECT:**

Approval of a Utility Agreement with Pacific Gas and Electric for the Santa Fe Ave over Tuolumne River Bridge Replacement Project in Stanislaus County

---

**STAFF RECOMMENDATIONS:**

1. Approve the utility agreement with Pacific Gas and Electric (PG&E) for the Santa Fe Ave over Tuolumne River Bridge Replacement Project.
2. Authorize the Director of Public Works to execute the agreement with PG&E and to sign any necessary documents, including any amendments to the agreement not substantially modifying the original agreement.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

**DISCUSSION:**

The Santa Fe Avenue Bridge over the Tuolumne River is a major north/south arterial road near Empire. The bridge is located approximately 1.0 miles south of State Route 132 and serves as a link between the Empire and the City of Hughson. The bridge serves approximately 10,000 vehicles per day with 10% of those vehicles being trucks.

The Santa Fe Avenue Bridge was built in 1947 and is currently rated by Caltrans as functionally obsolete. Additionally, the bridge is deemed to be seismically deficient and therefore does not meet current seismic design standards. As a result Caltrans has determined that replacement of the bridge is a more feasible option than retrofitting the bridge to meet current seismic and geometric design standards.

The current structure is narrow having a width of only 24 feet curb to curb and allows for two travel lanes with no shoulder on either side. The proposed replacement structure will have two 12 feet travel lanes, 8 feet shoulders, and a 12 feet center median lane to accommodate safe turning movements to and from existing driveways located at both ends of the bridge.

On May 15, 2012 the Board of Supervisors approved the contract for bridge engineering and project delivery services to Dokken Engineering. Since the approval, Public Works has worked diligently with Dokken Engineering to complete the design and move the project into the construction phase. The project currently is at the 100% design stage with all of the necessary

## Approval of a Utility Agreement with Pacific Gas and Electric for the Santa Fe Ave over Tuolumne River Bridge Replacement Project in Stanislaus County

---

Right-of-Way acquired. Public Works anticipates going into construction in the summer of 2017.

Before construction begins on the project, the County must enter into an agreement with PG&E specifying the terms of utility relocation, prior to any relocation work. The utility agreement outlines the scope, schedule, and cost of the relocation.

Public Works staff recommends the approval and execution of the aforementioned utility agreement in order for the project to stay on schedule and move to the next phase of Right-of-Way Certification.

### **POLICY ISSUE:**

The Board of Supervisors must approve all agreements with other agencies.

### **FISCAL IMPACT:**

The County will perform the utility relocation work as part of the project contract. PG&E will reimburse the actual costs of utility relocation incurred by the County.

### **BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well-Planned Infrastructure System by replacing a functionally obsolete and seismically deficient bridge in Stanislaus County.

### **STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

### **CONTACT PERSON:**

Matt Machado, Public Works Director

Telephone: (209) 525-4153

### **ATTACHMENT(S):**

1. Utility Agreement

**ATTACHMENT 1**

Utility Agreement

**Exhibit 14-F Utility Agreements**

**UTILITY AGREEMENTS**

*(Stanislaus County)*

**UTILITY AGREEMENT**

<b>County</b>	<b>Route</b>	<b>P.M.</b>	<b>Project #</b>
<b>Stanislaus</b>	<b>Santa Fe</b>	<b>N/A</b>	<b>1000020645L-N</b>
<b>Fed. Aid. No. BRLS-5938(188)</b>			
<b>Owner's File PM 31131942</b>			
<b>FEDERAL PARTICIPATION: On the Project: Yes</b> <b>On the Utilities: No</b>			

**UTILITY AGREEMENT NO. 9254.01**

The County of Stanislaus hereinafter called "LOCAL AGENCY" proposes to remove and replace the existing Santa Fe Avenue Bridge over the Tuolumne River, reconfigure the roadway approaches north and south of the bridge, and improve the storm drainage system in the project area. The proposed bridge will accommodate two 12-foot lanes, two 8-foot shoulders, and a 12-foot center median on Santa Fe Avenue, in Stanislaus County, California.

And: PG&E

hereinafter called "OWNER," owns and maintains underground gas 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. 9254.01 dated **August 15, 2016**, LOCAL AGENCY shall install OWNER's gas line casing / supports and cathodic protection conduit in the proposed bridge as shown on LOCAL AGENCY's contract plans. OWNER will then place the new gas line within the provided gas line casing and the bonding wires within the cathodic protection conduit, for the improvement of Santa Fe Avenue over the Tuolumne River, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

**EXHIBIT 14-H**  
**Stages of R/W Utilities Through Stages of Project Development**

---

Deviations from the 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 acknowledged by the OWNER, will constitute an approved revision of the 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. OWNER shall have the right to inspect the work during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.

**II. LIABILITY FOR WORK**

The existing facilities are located within the LOCAL AGENCY's right of way under permit and will be relocated at OWNER's expense under the provisions of Section 680 of the Streets and Highways Code.

**III. PERFORMANCE OF WORK**

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

**IV. PAYMENT FOR WORK**

The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$45,000.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

**V. GENERAL CONDITIONS**

Upon completion of the work to be done by LOCAL AGENCY in accordance with the above-mentioned plans and specifications, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location.

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. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. 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 BA 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**

**OWNER**

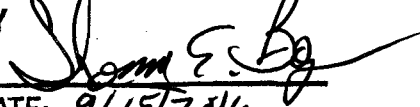
By: \_\_\_\_\_  
Matt Machado  
Local Agency Director

By: \_\_\_\_\_  
Robert Day  
Land Agent

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

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

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL  
BY

  
DATE: 9/15/2016