

# OAKLEY



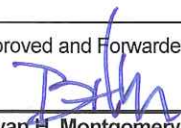
CALIFORNIA

Agenda Date: 06/13/2017  
Agenda Item: 3.3

## STAFF REPORT

**Date:** Tuesday, June 13, 2017  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT:** Approve the Utility Relocation Agreement between the City of Oakley and Western Area Power Administration to Relocate Utility Poles to accommodate the Laurel Road and Rose Avenue Signalization Project

### Background and Analysis

The Laurel Road and Rose Avenue Signalization Project CIP 191 is moving forward with the design and the project is slated for construction in 2018. In preparation of the intersection improvements, five utility poles need to be relocated and one new support pole to accommodate the proposed pavement widening and signal improvements. These utility poles are owned by the United States Department of Energy, Western Area Power Administration (WAPA). The attached WAPA Pole Relocation Exhibit prepared by BKF Engineers depicts the locations of the five poles and approximate proposed pole location. A new support pole will be placed near existing pole 18/6. The five poles to be relocated are 18/2a, 18/3, 18/4, 18/5, and 18/6 in WAPA's Tracy-Contra Costa transmission line.

The Utility Relocation Agreement must be executed for WAPA to begin the design and construction for the relocation of these utility poles. Construction of CIP 191 cannot begin until these poles are relocated.

### Fiscal Impact

Approval of the agreement authorizes the advance payment of \$160,000 to WAPA to execute the items identified in the scope of services. Cost associated with this project will be based on time and materials. The funds will be provided from the CIP 191 project account.

### Conclusion

Staff recommends that the City Council adopt the Resolution approving the Utility Relocation Agreement with WAPA and authorizing the City Manager to enter into the agreement and authorize the advance payment of \$160,000 to WAPA.

**Attachments**

- 1) Resolution
- 2) Agreement
- 3) Cost Estimate
- 4) WAPA Pole Relocation Exhibit

RESOLUTION NO. \_\_-17

**A RESOLUTION OF THE CITY OF OAKLEY APPROVING A UTILITY RELOCATION AGREEMENT BETWEEN THE CITY OF OAKLEY AND WESTERN AREA POWER ADMINISTRATION TO RELOCATE UTILITY POLES AT ROSE AVENUE AND LAUREL ROAD**

**WHEREAS**, the United States Department of Energy, Western Area Power Administration (WAPA) owns and operates a 69-kilovolt transmission line known as the Tracy-Contra Costa 69-kV transmission line within WAPA transmission line easements within the City of Oakley; and

**WHEREAS**, Tracy-Contra Costa 69-kV tower 18/2A, 18/3, 18/4, 18/5, and 18/6 lies within the Laurel Road and Rose Avenue Signalization Project CIP 191; and

**WHEREAS**, the City of Oakley desires WAPA to relocate the poles to a to accommodate the roadway widening and signal improvements; and

**WHEREAS**, the City will advance pay WAPA the sum of \$160,000 dollars within thirty (30) days of the execution of the Utility Relocation Agreement; and

**WHEREAS**, all costs related to the scope of work and outlined in the cost estimate will be at time and materials; and

**NOW, THEREFORE, BE IT RESOLVED** that the utility relocation agreement between the City of Oakley and WAPA to relocate the utility poles at the intersection of Rose Avenue and Laurel Road is hereby approved and the City Manager is authorized to execute the agreement. The Agreement is attached hereto.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 13th of June, 2017 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

\_\_\_\_\_  
Sue Higgins, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

**UTILITY RELOCATION AGREEMENT**

BETWEEN  
UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Central Valley Project  
AND  
CITY OF OAKLEY

**1. Preamble**

This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 26, 1937 (50 Stat. 844, 850); August 4, 1939, (53 Stat. 1187); and August 4, 1977 (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, hereinafter called WAPA, represented by the officer executing this Agreement; and City of Oakley, hereinafter called the CITY, its successors and assigns; each sometimes hereinafter individually called the Party, and both sometimes hereinafter collectively called the Parties.

**2. Explanatory Recitals**

2.1 The CITY desires WAPA to relocate WAPA's Tracy-Contra Costa 69-kV transmission line towers 18/2A, 18/3, 18/4, 18/5, 18/5A and 18/6 to accommodate the Laurel Road and Rose Avenue intersection improvements.

2.2 The costs of any future relocations will be under a separate agreement and funded by the CITY and/or future developer.

**3. Agreement**

The Parties agree to the terms and conditions set forth herein.

**4. Term of Agreement**

This Agreement shall be effective as of the date executed by both Parties and shall remain in effect until all services provided for in this Agreement have been performed, whichever should occur first, unless otherwise agreed as provided for in Section 8.

**5. Scope of Service**

5.1 WAPA shall perform the following services at the sole expense of the CITY:

- a. WAPA will obtain the crossing permits from other affected utilities.
- b. Plan, design, acquire, relocate, and install poles and associated appurtenances for structures 18/2A, 18/3, 18/4, 18/5, 18/5A and 18/6 of the Tracy-Contra Costa 69-kilovolt transmission line.
- c. Remove existing structures after the installation of the new structures in right-of-way acquired by the CITY.
- d. Coordinate the outage of the 69-kV transmission line.

5.2 The CITY shall perform the following services at the sole expense of the CITY:

- a. Pay for the relocation project including all of WAPA's costs necessary for the relocation.
- b. Acquire the necessary land rights using easement language acceptable to WAPA in the name of the CITY and subsequently assign those rights to WAPA.
- c. Prepare the Legal Descriptions and provide to WAPA for review and approval.
- d. Provide the Preliminary Title Reports and Title Insurance for the acquired easements. Title to easements transferred to WAPA must be in accordance with Department of Justice title standards and acceptable to WAPA.

**6. Schedule for Performance**

WAPA agrees to perform all services described herein as long as sufficient funds and requested information from the CITY are provided, unless otherwise agreed as provided for in Section 8.

**7. Compensation**

7.1 The CITY shall pay WAPA for the cost and construction for the relocation project including any required new poles. WAPA's estimated cost including Design, Construction, Environment, Lands and Procurement is One Hundred Sixty Thousand dollars (\$160,000). Upon execution of this Agreement, the CITY shall advance to WAPA the sum of \$160,000 dollars within thirty (30) days, as set

forth in the bill for collection. All funds provided by the CITY will be deposited in a non-interest bearing WAPA trust account. If, at any time during the term of this Contract, WAPA estimates that the amount in the trust account is insufficient to pay WAPA's cost for performing the work described herein, the CITY will advance to WAPA additional funds to be deposited in the trust account. WAPA shall be under no obligation to perform any work without sufficient funds in the WAPA trust account. Any funds advanced by the CITY pursuant to this Agreement in excess of the actual total cost incurred by WAPA will be returned to the CITY, without any interest whatsoever, as soon as practicable after the financial closeout by WAPA of all work associated with this Agreement.

- 7.2 WAPA shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles. Detailed records from which the billing is compiled shall be retained by WAPA for a period of three (3) years from the date of work completion and will be available for verification by the CITY.
- 7.3 WAPA will furnish the CITY a summary of costs upon completion of the project.
- 7.4 It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of WAPA's facilities.

#### 8. **Modification of Agreement**

This Agreement shall be subject to modification only with the consent of both Parties, as evidenced by written amendment hereto. Neither party shall unreasonably withhold its consent to the implementation and accomplishment of the overall purpose of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

**CITY OF OAKLEY**

**UNITED STATES DEPARTMENT OF ENERGY**  
Western Area Power Administration

\_\_\_\_\_  
Bryan H. Montgomery  
City Manager

\_\_\_\_\_  
Steven W. Webber  
Lands Team Lead

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Libby Vreonis  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Derek P. Cole  
City Attorney

**Tracy-Contra Costa 69-kV  
Laurel and Rose Structure Replacement Cost Estimate**

**Attachment 3**

**Option 2**

**Cost**

Relocates line out of backyards and pool,  
allows for future Laurel Road widening.

**Assumptions:**

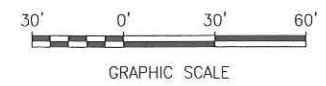
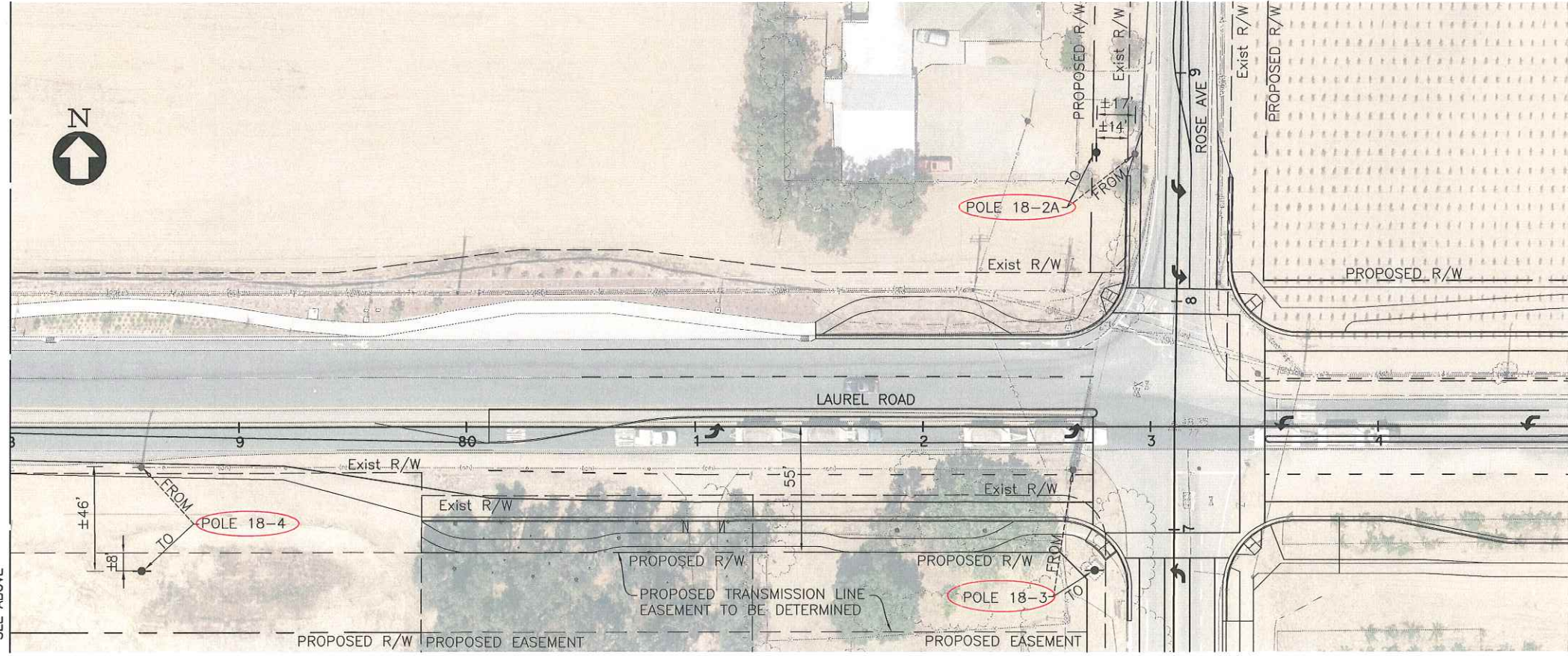
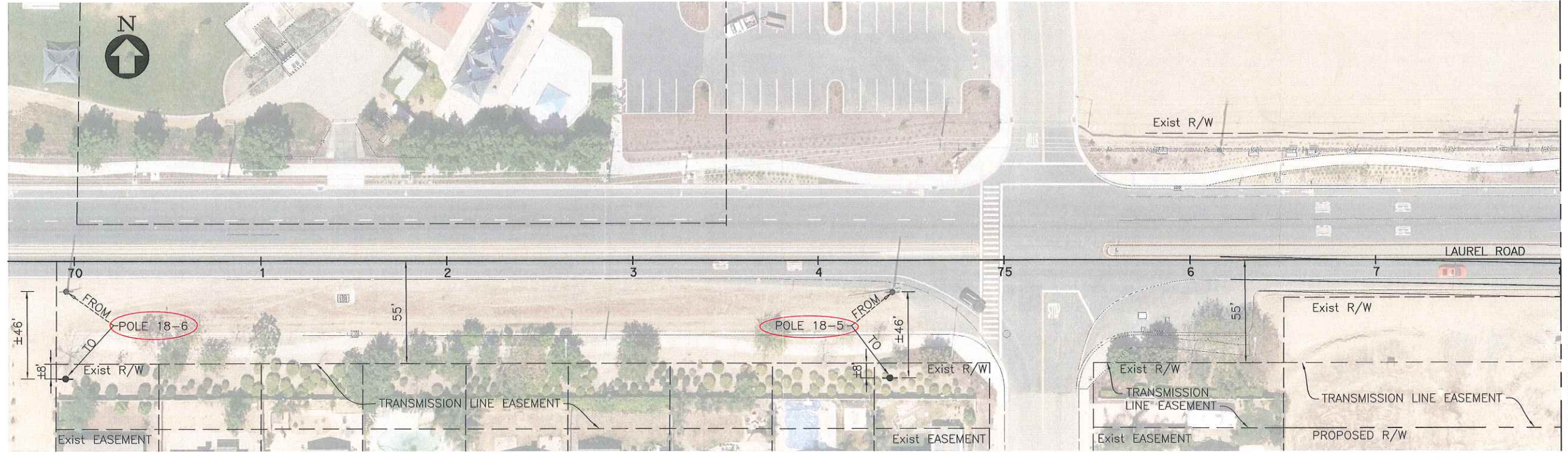
1. City of Oakley to acquire all required WAPA  
easements at their expense, therefore;  
easement costs not included in the estimate.

Design, Survey and Construction	\$113,000
Project Management, Environment and Procurement	\$26,000
Contingency	\$21,000
<b>Option 2 Total Project Cost:</b>	<b>\$160,000</b>



**LEGEND:**

- Exist POWER POLE
- PROPOSED POWER POLE



**BKF**  
ENGINEERS / SURVEYORS / PLANNERS

**OAKLEY**  
CALIFORNIA

CIP 191 - LAUREL ROAD & ROSE AVENUE  
INTERSECTION IMPROVEMENT AND SIGNALIZATION  
WAPA POLE RELOCATION EXHIBIT

Revisions	No.	Date

Date: 1/31/17  
Scale: AS NOTED  
Design: TC  
Drawn: TC  
Approved: JW  
Job No: 20167094-10  
Drawing Number: X OF XX

2017-01-31 10:00 AM C:\Users\jw\Documents\20170131\_1000\20170131\_1000.dwg Plot: 1/31/17 10:00 AM Plot Path: H:\Projects\20170131\_1000\20170131\_1000.dwg