



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: December 15, 2020

Subject: Agreement for Marsh Drive Bridge (#28C442) Replacement Project, Concord area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, an agreement to perform tariff schedule related work with Pacific Gas and Electric Company (PG&E), effective December 15, 2020, to require the County to pay approximately \$74,103, in connection with the utility relocation for the Marsh Drive Bridge (#28C442) Replacement Project (Project), Concord area. County Project No. 0662-6R4119 / Federal Project No. BRLS 5928(128) [District IV & V]

FISCAL IMPACT:

The estimated cost for the work associated with this agreement is \$74,103. All costs associated with this work will be paid for by the County. (88.53% Federal Funds, 11.47% Local Road Funds)

BACKGROUND:

The Project proposes to replace the bridge on Marsh Drive (Bridge No. 28C442) over the Walnut Creek Channel in both the unincorporated area of Contra Costa County and the City of Concord. PG&E owns and maintains electrical facilities within the limits of the Project. In order to construct the Project, existing PG&E facilities need to be relocated. This requires

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/15/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 15, 2020

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,
925.313.2233

cc:

BACKGROUND: (CONT'D)

a relocation of existing electrical facilities within both the public road right of way and an adjacent PG&E owned easement. This agreement addresses the utility work in the PG&E owned easement. A separate utility agreement was approved by this Board on November 10, 2020 to address the electric utility relocations in the road right of way. The County will be 100% liable for the relocation costs within the PG&E easement. The purpose of this agreement is to provide for the apportionment of duties and costs between the County and PG&E.

The work includes relocation of a transformer and metered pedestal in a PG&E easement on private property at 5000 Marsh Drive. The work will be performed by PG&E forces.

Under the Agreement, the County must defend, indemnify, and hold harmless PG&E and its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorney's fees, arising out of or in any way connected with the performance of this agreement except to the extent caused by the negligence or willful misconduct of PG&E, its officers, agents, and employees.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, construction of the Project will be halted, as the bridge cannot be replaced as proposed without relocation of PG&E's facilities and the Federal Funds will be lost.

ATTACHMENTS

PG&E Agreement