

Memorandum

To: Mayor Brian Blad and City Council
Cc: Jeffrey L. Mansfield, P.E., Public Works Director/City Engineer
From: Art da Rosa, P.E., Senior Engineer
Date: July 1, 2021
Re: Utility Relocation Cost Agreement for Carson Street Bridge Project

RECOMMENDATION

Staff recommends that the Council:

1. Approve a Utility Relocation Cost Agreement between the City of Pocatello and Idaho Power Company for the Carson Street Bridge Project;
2. Authorize the Mayor to execute the Utility Relocation Cost Agreement for the Carson Street Bridge Project;
3. Authorize payment of the Utility Relocation Cost Agreement pursuant to the terms of the Agreement.

DISCUSSION

In February 2019, the City assisted the Local Highway Technical Assistance Council (LHTAC) in applying for the Bridge Bundle grant, which originally had eight bridges, but an additional bridge was added, making a total of nine bridges through the state. Carson Street Bridge is one of the bridges that will be replaced.

On January 16, 2020, the Council approved a State/Local Agreement, permitting the engineering design work to begin.

During the design phase of the project, it was discovered that a set of overhead power lines are located within the project limits. These power lines will be a conflict for the construction equipment. They will need to be powered down and temporarily relocated before construction can take place. Staff would like to further clarify that this is not a utility relocation process, but a temporary power down, removal, and repower process. Consultants and staff have contacted Idaho Power and they are willing to cooperate.

To accomplish the task described, a Utility Relocation Cost Agreement with a cost of \$60,000 is required. Funding of the Utility Relocation Cost Agreement will come from the project. The City is required to pay for a 7.34% match of the Construction Phase, which includes the funding for the Utility Relocation Agreement. On a separate agenda item, the City's match requirement will be presented and explained to the City Council.

Attachment

Utility Relocation Cost Agreement, Project No. A022(597)

UTILITY RELOCATION COST AGREEMENT

W. Carson St., Portneuf River Br., Pocatello

Project No. A022(597), Key No. 22597

THIS AGREEMENT (“this Agreement”) made and entered into this ____ day of _____, 2021, by and between the **City of Pocatello**, hereinafter referred to as the “Highway Authority”, and IDAHO POWER COMPANY, hereinafter referred to as the “Company”.

PURPOSE: The Highway Authority proposes to construct Project No A022(597), Project Name: W. Carson St., Portneuf River Br (“Project”). It is necessary for the Company to perform utility relocation of some or all of its facilities located in or about the construction area to accommodate the Project. This Agreement sets out the terms by which the Cost of Utility Relocation incurred by the Company shall be reimbursed to the Company by the Highway Authority.

THE PARTIES, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

DEFINITIONS:

Project – The work defined by the plans and specifications developed by the Highway Authority assigned the Project Number located at the top of this Agreement.

Utility Relocation – Modification in place, relocation or reconstruction of Company facilities to accommodate the Project.

TERMS:

1. Property Rights

A) The Company holds an easement dated December 4, 1969, and recorded as Instrument No. 466479 in the records of Bannock County, Idaho. The Company will release the portion of said easement located within the right-of-way of the Project to the Highway Authority, including the right to enter and occupy Company easements located within the right of way of this Project as shown on **Exhibit A** (“Project Plans”), but the remainder of the easement located outside the right-of-way for the Project is owned by the Company and is not released to the Highway Authority or otherwise affected by the Project or this Agreement.

B) The Highway Authority will reimburse the Company for the Cost of Utility Relocation.

C) Prior to the Utility Relocation, the Highway Authority will (1) secure a private easement on the Company's-standard power line easement form; or (2) reimburse the Company for costs incurred in securing new easements or property rights outside the Project right-of-way; or (3) provide sufficient space within the expanded Project right-of-way, for the new location of the Company's facilities as shown on the Project Drawings. If the Highway Authority requires the Company to relocate its power line facilities again in the future, such relocation will also be governed by the terms of this Agreement, including without limitation the Highway Authority's obligation to reimburse the Company for the costs of the future relocation.

2. Relocation or Modification of Company Facilities

A) The Company shall arrange for all labor, materials, and equipment, including survey services, necessary for the completion of Utility Relocation as shown on the Project Plans.

B) Utility Relocation may either be done with Company forces and equipment or by a contract awarded by the Company.

C) Utility Relocation shall be completed either prior to the Highway Authority beginning work on the Project or by coordinating with the Highway Authority's Contractor during construction of the Project. The Company shall either verify that the Highway Authority has acquired right-of-way or make its own arrangement with each property owner before starting Utility Relocation.

(D) The Company shall furnish to the Highway Authority detailed plans, specifications, and estimates of cost. The Highway Authority acknowledges that such plans, specifications, and estimates of cost represent the Company's current plans and estimates; however, they are subject to change without penalty to the Company. The Company will communicate any material changes to the plans, specifications and estimates of cost to the Highway Authority on a timely basis.

(E) The Company shall furnish a work schedule, including dates for begin and end of work, to the Highway Authority prior to the start of Utility Relocation. This work schedule is to include any activities or work required by the Highway Authority or its Contractor necessary for the completion of Utility Relocation. Revised work schedules are to be furnished to the Highway Authority when requested. The parties understand that the Work Schedule represents the Company's current good faith estimate for its relocation work for the Project, but the Work Schedule is subject to change, and the Company will have no liability to the Highway Authority for changes to the Work Schedule. The Company will communicate any material changes to the Work Schedule to the Highway Authority on a timely basis.

F) The Company shall notify the Highway Authority 48 hours prior to start of Utility Relocation.

G) The Company shall notify the Highway Authority in writing of the date when Utility Relocation is completed.

3. Estimated Cost, Submission and Payment of Billings

A) The Highway Authority will reimburse the Company for the actual cost of Utility Relocation. The estimated Cost of Utility Relocation (“Estimated Cost”) is \$ 60,000. The parties recognize and agree that the Estimated Cost is provided solely for budgeting purposes, may be greater or lesser than the actual Cost of Utility Relocation, and is not binding on either party. Copies of the data and information upon which the Estimated Cost is based are attached hereto as **Exhibit B**.

B) The Company may submit billings for reimbursement of the Cost of Utility Relocation to the Highway Authority for progress payments while the work is ongoing. The Company shall submit a final bill to the Highway Authority for reimbursement of the total Cost of Utility Relocation within one hundred twenty (120) days after completion of the work. All billings shall include supporting documentation substantiating the cost of Utility Relocation.

C) The Highway Authority shall pay progress billings within forty-five (45) days and final billing within ninety (90) days after receipt of the bills. All payments are subject to the findings of a final audit by the Highway Authority.

D) Reference to the Project Number(s) shall be indicated on all bills, correspondence, and records pertaining to this Project.

4. Disposal of Materials

The Highway Authority shall be afforded a reasonable opportunity to inspect materials recovered by the Company prior to disposal by sale or scrap. Upon written request by the Highway Authority, the Company shall notify the Highway Authority of the time and place where the material will be available for inspection.

5. Highway Authority and Company Contact Persons

A) The Company is to submit billings, documents and coordinate all Utility Relocation activities through the Highway Authority contact person of:

City of Pocatello
Jeff Mansfield, Public Works Director
P O Box 4169
Pocatello, ID 83205
(208) 234-6189

The Highway Authority may change its contact person by notifying the Company in writing.

B) The Highway Authority is to coordinate all Utility Relocation activities through the Company's contact person of:

Ethan Morgan
Idaho Power Company
1221 W. Idaho St.
Boise, ID 83702
(208) 388-6510

The Company may change its contact person by notifying the Highway Authority in writing.

6. Choice of Law and Severability

A) This Agreement is governed by the laws of the State of Idaho. If a term of this Agreement is determined to be illegal by competent authority, it will not invalidate the remaining terms of this Agreement.

B) Any lawsuit or litigation against the Highway Authority is to be filed in a court located in Ada County, Idaho.

7. Modifications to Agreement or Utility Relocation

Proposed modifications to this Agreement or Utility Relocation as defined by the Project shall be approved by both parties in advance and in writing by a change order issued from the Highway Authority. Deviation from this Agreement or Utility Relocation as defined by the Project without prior approval by one party will remove that portion of the Utility Relocation from reimbursement under this Agreement, unless the deviation is promptly cured by the deviating party after written notice from the other party.

8. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

ATTEST:

IDAHO POWER COMPANY

By: _____

By: _____

ATTEST:

CITY OF POCA TELLO

By: _____
Konni R. Kendell, City Clerk

By: _____
Brian C. Blad, Mayor

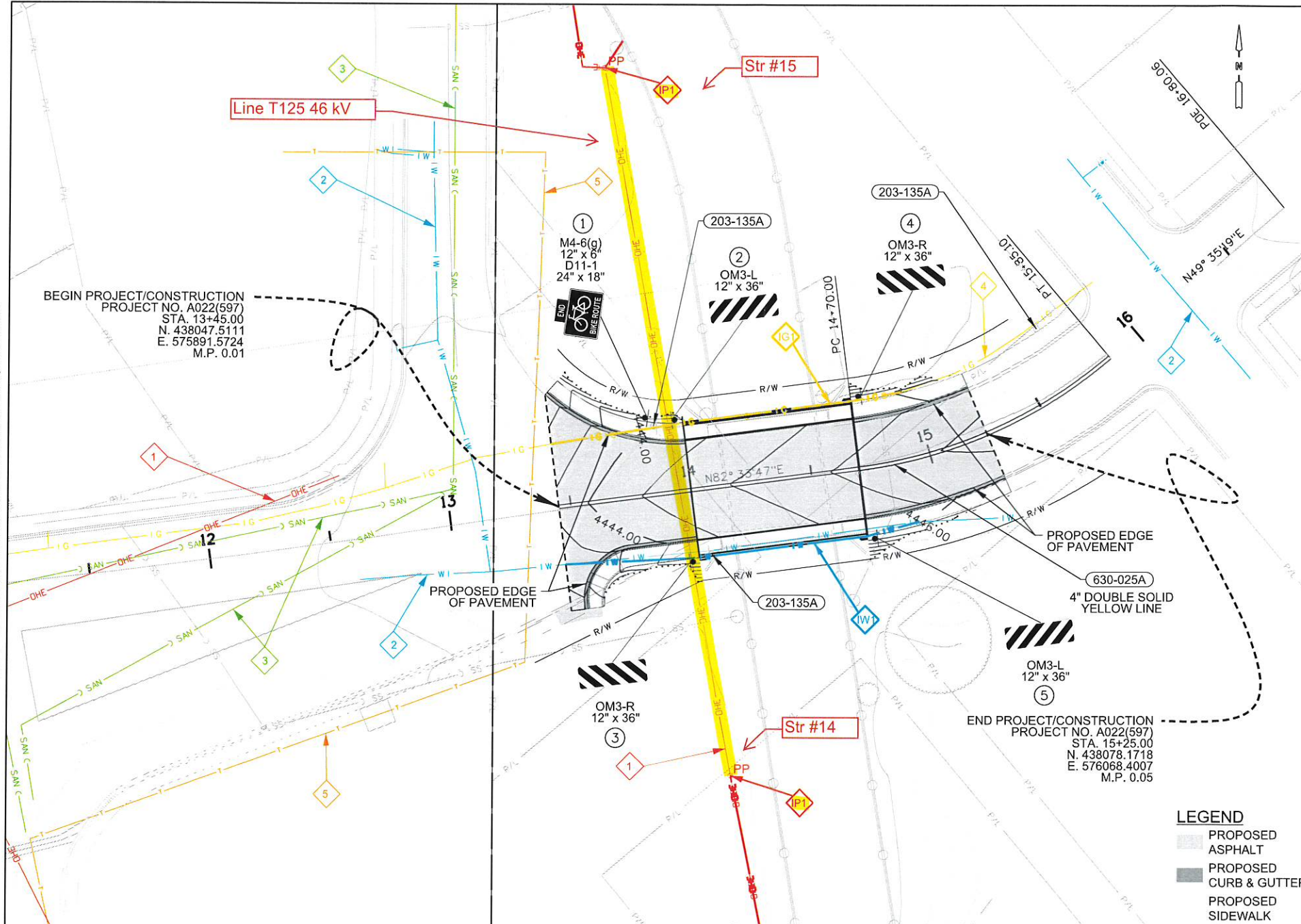
APPROVED BY LEGAL

Date 6/22/21 Atty 

Comments _____

Exhibit A – Project Plans

PENTABLE: ITD_Color_UT.tbl
 4/28/2021 pm\NSSLIC-PM\INT\hweicher.com\Locmer-SLC\Documents\Projects\000018923\prj\2345\Portneuf_River_Br\2\POcatello\PROJECT_DEVELOPMENT\Plan_Sheets\Roadway\22597_PMU_001



203-135A	REMOVAL OF SIGN	PMU
	1 EACH 13+87.93 (28.09' L)	
	1 EACH 14+05.23 (27.14' R)	
	1 EACH 15+66.86 (27.87' L)	

630-025A	LONGITUDINAL PAV
	MKG- WATERBORNE
360 FT	13+45.00 (0.00') TO
	15+25.00 (0.00')

- LEGEND - PROPOSED:**
- ◆ IP1 IDAHO POWER — OHE —
 - OVERHEAD POWER LINES DEAD-ENDED AT POWER POLES AT PROJECT EXPENSE
 - ◆ IW CITY OF POCATELLO — IW —
 - EXISTING WATER LINE TO BE RELOCATED ON BRIDGE DURING CONSTRUCTION BY CITY OF POCATELLO
 - ◆ IG1 INTERMOUNTAIN GAS — IG —
 - EXISTING GAS LINE TO BE RELOCATED ON BRIDGE DURING CONSTRUCTION BY INTERMOUNTAIN GAS AT COMPANY EXPENSE

- LEGEND - EXISTING:**
- ◆ 1 IDAHO POWER — OHE —
 - ◆ 2 CITY OF POCATELLO — IW —
 - ◆ 3 CITY OF POCATELLO — SAN —
 - ◆ 4 INTERMOUNTAIN GAS — IG —
 - ◆ 5 LUMEN — T —

- NOTE:**
1. CONTRACTOR SHALL VERIFY UTILITIES PRIOR TO EXCAVATION AND CONSTRUCTION
 2. RETAIN AND PROTECT ALL UTILITIES NOT BEING RELOCATED

- LEGEND**
- PROPOSED ASPHALT
 - PROPOSED CURB & GUTTER
 - PROPOSED SIDEWALK

REVISIONS		
NO.	DATE	BY

DESIGNED S CRANNEY	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED E HULSLANDER	
DETAILED S CRANNEY	CADD FILE NAME 22597_PMU_001
DRAWING CHECKED B KELLER	DRAWING DATE: APRIL 2021

IDAHO TRANSPORTATION DEPARTMENT

KELLER ASSOCIATES

PROJECT NO. A022(597)	SIGNING/PAVEMENT MARKING/UTILITY PLAN W CARSON ST, PORTNEUF RIVER BR, POCATELLO
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English

COUNTY BANNOCK
KEY NUMBER 22597
SHEET 13 OF 16

NOT APPROVED
PRELIMINARY
FOR CONSTRUCTION

Exhibit B – Cost Estimate

Labor	\$8,000
Materials	\$15,000
<u>Equipment</u>	<u>\$27,000</u>
Subtotal	50,000
<u>Overhead (20%)</u>	<u>\$10,000</u>
Total Estimate	\$60,000