



**Resource Management  
Agency  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One  
PETE VANDER POEL  
District Two  
AMY SHUKLIAN  
District Three  
EDDIE VALERO  
District Four  
DENNIS TOWNSEND  
District Five

**AGENDA DATE:** May 21, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez    PHONE: 559-624-7010				

**SUBJECT:** Approve Utility Agreement No 2.01 with Southern California Edison for the Avenue 280 Widening Project- Segment 1

**REQUEST(S):**  
That the Board of Supervisors:

1. Approve Utility Agreement No. 2.01 with Southern California Edison, in the amount of not to exceed \$75,000 for relocation work to provide additional vertical clearance between pole nos. 4568014E and 4568015E for the Avenue 280 Widening Project; and
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement.

**SUMMARY:**  
The County has recently completed construction of the Avenue 280 Widening Project (hereinafter the "Project") as approved for construction by your Board on June 20, 2017 (Resolution No. 2017-0477). The Project consisted primarily of widening a 2-mile segment of Avenue 280, from State Route 99 to Road 100, from an existing two-lane roadway to a four-lane divided highway. The Project is the first phase of the overall Avenue 280 Widening Project to widen approximately 11 miles of the Avenue 280 corridor.

During the design phase of the Project, twenty-one (21) Southern California Edison (SCE) poles along Avenue 280 and an additional four (4) SCE poles along Shirk Road were identified to be in conflict with the widening of the roadway. After extensive investigation and coordination between County staff and SCE, it was determined that the County was responsible for the payment to relocate the pole (No. 4568013E) located at the northwest corner of the intersection of Roeben Street and Avenue 280.

**SUBJECT:** Approve Utility Agreement No. 2.10 with Southern California Edison for the Avenue 280 Widening Project- Segment 1

**DATE:** May 21, 2019

All remaining pole relocation work was determined to be covered under the County's Franchise Agreement with SCE. Prior to construction of the Project, the County and SCE entered into a Utility Agreement (TC Agreement No. 28195) to authorize the requested relocation work.

While working through the final stages of construction, it was determined that a vertical separation conflict was present between a previously relocated electrical service line and a proposed street light. The conflict was observed along Avenue 280 between two adjacent SCE utility poles (Nos. 4568014E and 4568015E), approximately 600 feet west of Peppertree Court.

Although the subject utility poles are located within the County's Franchise Agreement with SCE, the poles had been previously relocated to accommodate the widening of Avenue 280. Since this conflict was determined after completion of the original utility relocation work, all expenditures incurred by SCE to provide the required vertical clearance will be covered by the County. For this reason, a second Utility Agreement is required between the County and SCE to authorize the relocation work as well as establish the payment terms.

Per Liability Claim Letter from SCE, the County's responsibility for the relocation of the electrical service line is estimated at \$60,000. In the event the bill exceeds 125% of the estimated cost per the Agreement, an amendment to the agreement will be required prior to final payment. The relocation work is expected for Summer of 2019.

In addition to this second Utility Agreement, staff is currently working on an additional vertical separation conflict with SCE on the west end of the Project. Should the County be responsible to cover expenses for any portion of this work, a third Utility Agreement with SCE would be required.

**FISCAL IMPACT/FINANCING:**

No Net County Cost.

The cost associated with the relocation work is estimated at \$60,000 which will be covered by the Avenue 280 Project Measure R Regional Program funds. There is adequate project funding remaining after completion of the project to fund this expense.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

This project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the motorists using this facility.

**SUBJECT:** Approve Utility Agreement No. 2.10 with Southern California Edison for the  
Avenue 280 Widening Project- Segment 1

**DATE:** May 21, 2019

**ADMINISTRATIVE SIGN-OFF:**



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Reed Schenke, P.E.  
Director

cc: County Administrative Office

Attachment(s) Attachment A – Vicinity Map  
Attachment B – Utility Agreement

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE UTILITY )  
AGREEMENT NO. 2.01 WITH SOUTHERN ) Resolution No. \_\_\_\_\_  
CALIFORNIA EDISON FOR THE AVENUE ) Agreement No. \_\_\_\_\_  
280 WIDENING PROJECT- SEGMENT 1 )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD MAY 21, 2019, BY THE  
FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

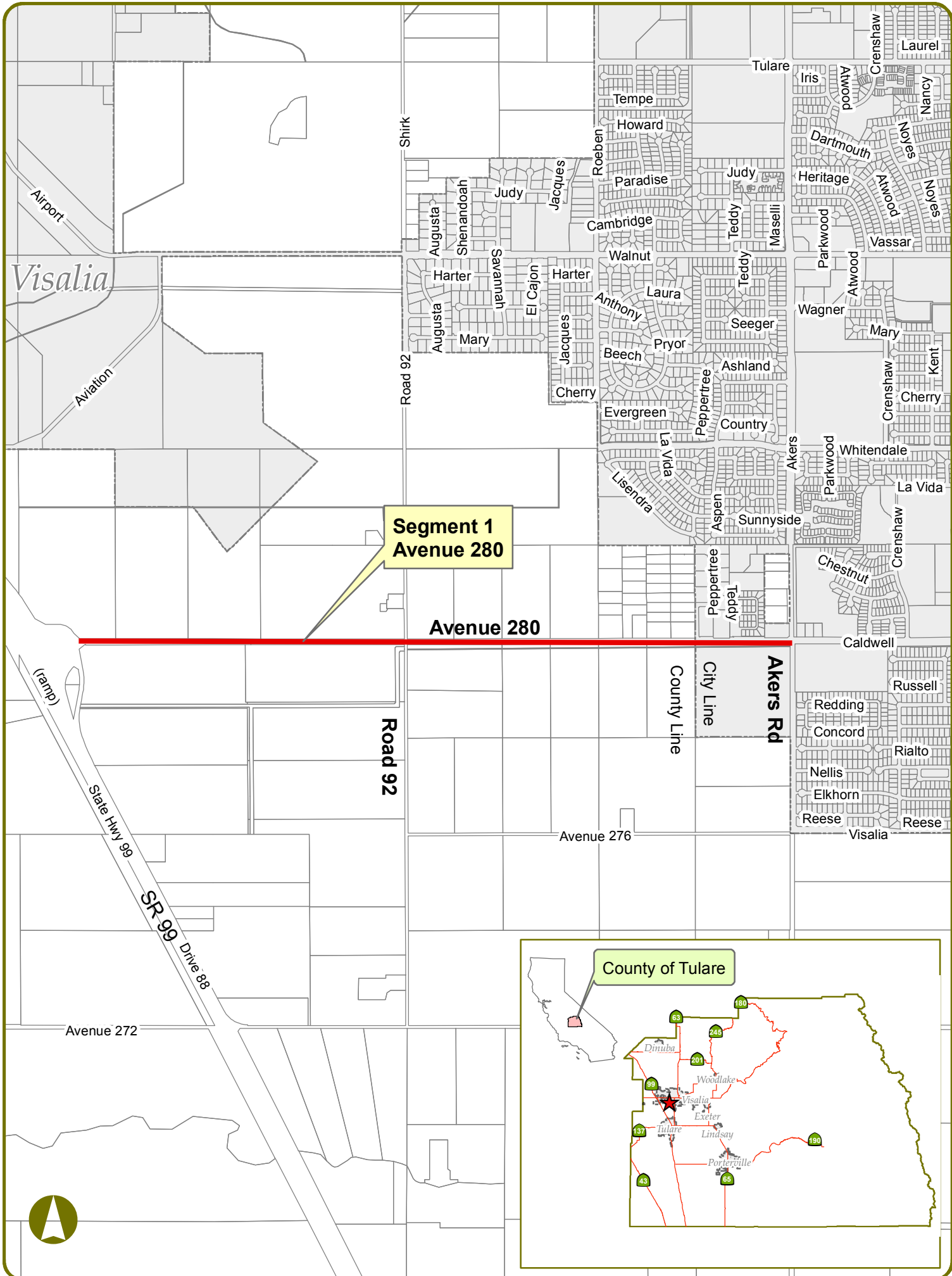
BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

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2. Authorized the Chairman of the Board of Supervisors to sign the Agreement.

## **Attachment A**

### **Vicinity Map**



**Segment 1  
Avenue 280**

**Avenue 280**

**Akers Rd**

**County Line**

**City Line**

**County of Tulare**

# **Attachment B**

## **SCE Utility Agreement**

**AGREEMENT FOR UTILITY RELOCATION WITH  
SOUTHERN CALIFORNIA EDISON (SCE)  
AVENUE 280 WIDENING – SEGMENT 1**

*Tulare County*

**UTILITY AGREEMENT**

County	Route	P.M.	Project #
Tulare	Ave. 280	CA 99-Akers St	19300055
<b>Fed. Aid. No. RPSTPL 5946 (043)</b>			
<b>Owner's File: 1211625</b>			
<b>FEDERAL PARTICIPATION: On the Project: Yes</b>			
<b>On the Utilities: No</b>			

**UTILITY AGREEMENT NO. 2 . 0 1**

The County of Tulare hereinafter called "LOCAL AGENCY" proposes to *widen from two lanes to a four lane divided highway* on Avenue 280 (Caldwell Avenue), in the unincorporated area of Tulare County and in the City of Visalia, Tulare County, California.

And: *Southern California Edison Company*

hereinafter called "OWNER," owns and maintains a *distribution* facility; 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 revised Notices to Owner dated March 28, 2019, OWNER shall relocate, protect and/or adjust the existing electrical transmission and distribution facilities along the project corridor as shown in their plans listed below. All work shall be performed substantially in accordance with OWNER's Plans which includes -

- Owners Design No. 1080204\_0.01, 1 page, dated 10-18-18, per SCE work order TD 1457337



Copies of these plans are on file in the Office of the LOCAL AGENCY at 5961 S. Mooney Blvd, Visalia, 93277 and attached in Exhibit A. 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 Notice to Owner. Such Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approval of the OWNER's 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 Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the Notice to Owner.

## II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 100% 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.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

## IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 45 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 cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission (PUC) 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 on 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 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.

The OWNER shall submit a final bill to the LOCAL AGENCY within 360 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent

allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

## V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of November 20, 2018 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.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on LOCAL AGENCY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

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 Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR).

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

One set of copies of all documents obtained to demonstrate Buy America 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.

If, in connection with OWNER's performance of the Work hereunder, AGENCY provides to OWNER any materials that are subject to the Buy America Rule, AGENCY acknowledges and agrees that AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

THE ESTIMATED COST TO THE COUNTY FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$60,000.



// THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: \_\_\_\_\_,  
County Administrative Officer/  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

SOUTHERN CALIFORNIA EDISON

By DARRIN GORDON  
Title \_\_\_\_\_

By PROJECT MANAGER 4/16/19  
Title \_\_\_\_\_

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By [Signature] 2019415  
4/22/19

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