

**AGREEMENT FOR UTILITY  
RELOCATION WITH PACIFIC GAS &  
ELECTRIC COMPANY**

**AVENUE 416 WIDENING  
PROJECT**

*County of Tulare*

**UTILITY AGREEMENT**

County	Route	P.M.	Project #
Tulare	Ave 416	County line- R56	19101579
<b>Fed. Aid. No. N/A</b>			
<b>Owner's File 31437255</b>			
<b>FEDERAL PARTICIPATION: On the Project: Yes On the Utilities: No</b>			

**UTILITY AGREEMENT NO. TUL-2020-001**

The *County of Tulare* hereinafter called "LOCAL AGENCY" has widened Avenue 416 from a two lane to a four lane divided road, in the unincorporated area of Tulare County, California.

And: *Pacific Gas & Electric Company*

hereinafter called "OWNER," owns and maintains *distribution* 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 dated February 25, 2020, OWNER shall relocate, protect and/or adjust the guy/anchor located within the Clear Recovery Zone of westbound Avenue 416 traffic. All work shall be performed substantially in accordance with OWNER's Plan No. 31437255 dated July 23, 2019, consisting of 1 sheet, a copy of which is on file in the Office of the LOCAL AGENCY at 5961 S Mooney Blvd., Visalia, CA 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 Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/ acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution 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.

## II. LIABILITY FOR WORK:

Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at 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.

"Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines."

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; but, work performed directly by OWNER's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. 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 and necessary cost of the herein described work within 90 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 and necessary 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), Federal Energy Regulatory Commission (FERC) 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 of 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 itemized 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 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 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. 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 and approval of documentation by LOCAL AGENCY. Except, 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 OWNER's 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 in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY 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 LOCAL AGENCY upon receipt of LOCAL AGENCY billing. If OWNER is subject to repayment due to failure by LOCAL AGENCY to comply with applicable laws, regulations, and ordinances, then LOCAL AGENCY 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 July 19, 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.

All obligations of LOCAL AGENCY under the terms of this Agreement are subject to the approval of the Agreement by the LOCAL AGENCY's Board of Supervisors, the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

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.

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 and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report MTR).

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

One set of copies of all documents obtained to demonstrate BA 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 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, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL 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).

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY 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 LOCAL AGENCY is \$11,929.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized the day and year above written.

**LOCAL AGENCY**

COUNTY OF TULARE

By: \_\_\_\_\_  
Chairman Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

**OWNER**

PACIFIC GAS & ELECTRIC COMPANY

By: Marisol Garcia 3/5/2020  
Marisol Garcia  
Supervisor  
Land Rights Services

Approved as to form  
County Counsel

By: JMN Deputy  
20191875 3/10/2020

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

**Exhibit A:**  
**Relocation Plans and**  
**Estimate**



Pa N. Vang  
Land Agent  
1455 E. Shaw Ave., Bag#23  
Fresno, CA 93710  
Phone: (559) 263-5208  
Email: pxvh@pge.com

October 2, 2019

Mr. Hernan Beltran, P.E.

Chief Engineer  
County of Tulare RMA  
5961 South Mooney Blvd.  
Visalia, CA 93277

RE: Avenue 416 Widening - Guy/Anchor Relocation  
PG&E's Job No. PM 31437255

Dear Mr. Beltran,

Attached is 1 print of our Plan No. PM 31437255, consisting of 1 sheet, showing the proposed relocation of our electric distribution facility to accommodate the above-referenced road widening project.

We have reviewed this project as to the division of costs and the relocation of the guy/anchor should be 100% County of Tulare's expense by virtue of a Service Agreement.

The total estimated cost to perform this work is currently \$11,929.00 of which the County's share is **100%** or **\$11,929.00**.

Please review the enclosed plan and if it meets your approval, please forward a Utility Agreement in the above stated amount, along with the Notice to Owner, and Encroachment Permit.

**A Consent to Common Use will be required for the portion of our electric pole line that will remain within the County's right of way.**

Sincerely,

A handwritten signature in blue ink that reads 'Pa Vang'.

Pa Vang  
Land Agent

Attachment

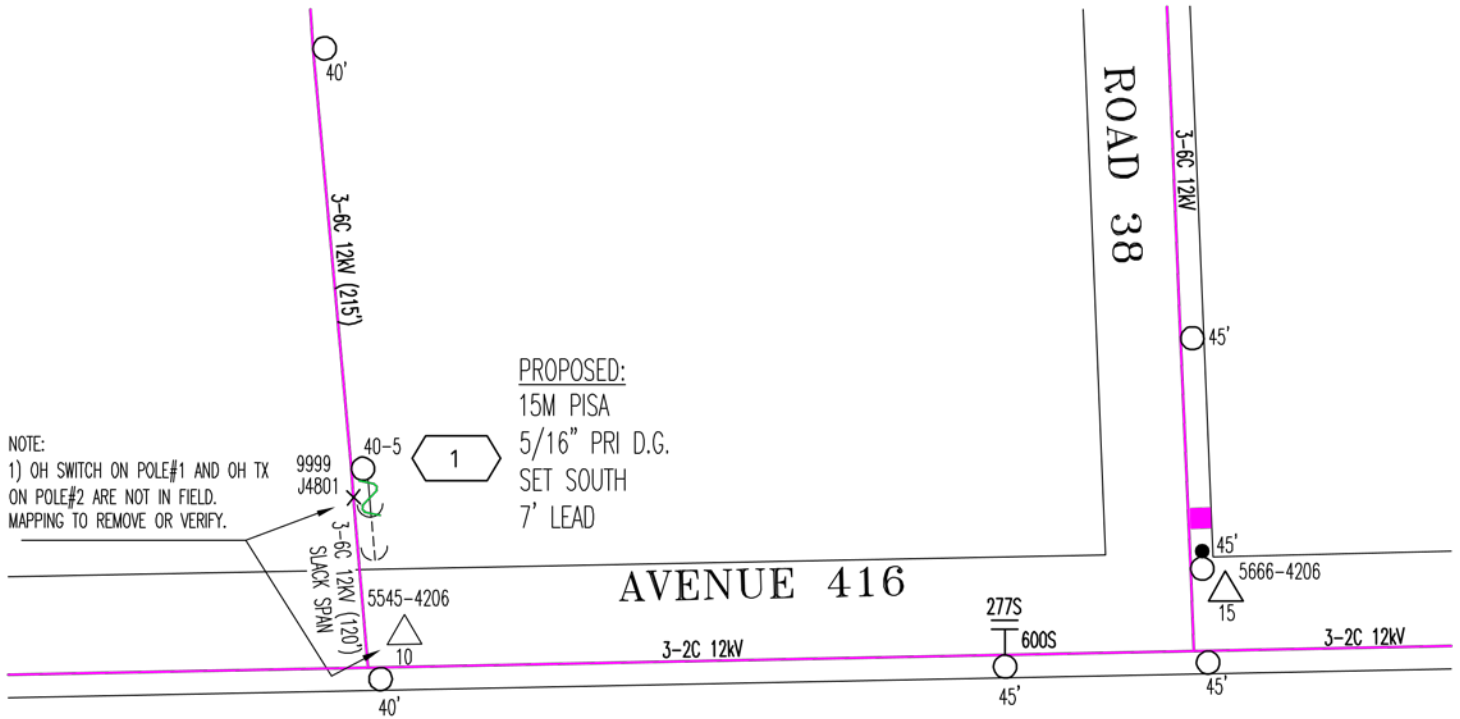
cc: Edwin Rodriguez



**CONSTRUCTION INFO:**

- 1) LINE TRUCK ACCESSIBLE
- 2) TCP NOT REQUIRED

FRESNO COUNTY  
ANNUAL PERMIT

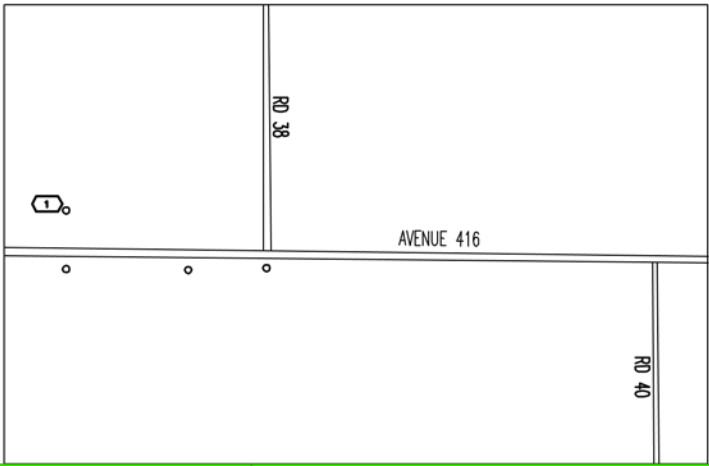


NOTE:  
1) OH SWITCH ON POLE#1 AND OH TX ON POLE#2 ARE NOT IN FIELD. MAPPING TO REMOVE OR VERIFY.

PROPOSED:  
15M PISA  
5/16" PRI D.G.  
SET SOUTH  
7' LEAD

POLE INFORMATION:  
CLASS: 40-5  
YEAR INSTALLED: 1969  
POLE: SOLELY OWNED  
NOTE: ANCHOR TO BE RELOCATED

SCOPE OF WORK:  
COUNTY IS REQUESTING ANCHOR BE RELOCATED OUTSIDE THE CLEAR RECOVERY ZONE(CRZ). ANCHOR TO BE REMOVED. INSTALL NEW ANCHOR 7' SOUTH OF POLE.



APPLICANT: TULARE COUNTY  
CONTACT: 559-624-7242

SAP# 100890705  
LAT: 36.546957  
LONG: -119.492074  
UGM: BG130-J23



PRIMARY VOLTAGE: 12 kV	VOLTAGE AREA: 2
LATITUDE: 36.546957	LONGITUDE: -119.492074
SOURCE SIDE DEVICE: 6139	
SUB & CIRCUIT: PARLIER 1104	
DSGN SAG: RURAL	RAPTOR ZONE: YES
LOADING AREA: LIGHT	ARRESTER DIST: 2
CORROSION AREA: NON	INSULATION DIST: C
EXEMPT EQUIP.INST.: NO	FIRE AREA: LRA

**CONSTRUCTION SKETCH**  
E/O AVE. 416 & RD 38  
KINGSBURG, CA 93631

EST: CHRIS TWEEDY	559 347-5030
ADE: TIM PETERSON	559 347-5048
SUPV: HENRY H. DIAZ	559 347-5153
REP: EDWIN RODRIGUEZ	559 347-5121
PLNR:	
JPA#:	SCALE: 1"=100'
NOTIF: 115022001	DATE: 07/23/2019
PM: 31437255	SHEET: 1 OF 1
	REV. 0



**Know what's below.  
Call before you dig.**

**NO ENVIRONMENTAL  
ISSUES**



**GAS CONFLICT:**

NEAR LOC: