

**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
Fed. Aid. No. RPSTPL 5946 (043)			
Owner's File: 1211625			
FEDERAL PARTICIPATION: On the Project: Yes On the Utilities: No			

UTILITY AGREEMENT NO. 3 .01

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 the in the City of Visalia, Tulare County, California.

And: *Southern California Edison Company*

hereinafter called "OWNER," owns and maintains transmission and 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 revised Notices to Owner dated May 4, 2020, 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 -

- Transmission Relocation Design
 - Design 1057765_0.01, TD1428919, 1 sheet, received 08/08/19
- Distribution Relocation Design
 - Design 1101339_0.01, TD1484632, 1 sheet, received 04/28/20

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 Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and 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 receipt 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

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 July 2, 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 \$65,000.

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


COUNTY OF TULARE

By _____
Chair, Board of Supervisors

ATTEST: _____
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

SOUTHERN CALIFORNIA EDISON

By 
Title PROJECT MANAGER
By DARREN GORDON
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 Jeffrey Kuhn

Matter No. 2020349

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

Exhibit A:
Relocation Plans and
Estimate

February 10, 2020

County of Tulare
RMA – Public Works
5961 S. Mooney Blvd.
Visalia, Ca. 93277-9394

Attn: Heather Franklin

Subject: Liability Claim Letter – Relocation of SCE Facilities
Caldwell / Ave. 280
SCE Project ID: 1634

Dear Heather,

The following is SCE's cost liability claim for the County's request for relocation of SCE's existing Transmission Pole No. 289086E. The request was based on the County's proposed installation of street lighting on Caldwell Ave. The proposed street light installation will not have adequate vertical clearance with the existing SCE Transmission and Distribution facilities. SCE proposes to relocate / install new taller facilities to provide this clearance. SCE's claim is that the existing pole and its facilities are located via a prescriptive claim. As such, SCE's claim is that this relocation work will be completed at 100% County Expense.

SCE has provided a relocation design to the County for review and approval. SCE's scope of work is identified on the attached SCE relocation plans with the following information found in the title block:

- Transmission Design: County of Tulare Relocation, Caldwell / Hwy 99, Visalia. With Product / Mat TD1428919
- Distribution Design: Trans / Distribution Relocation, Xstrrt N/S Caldwell Ave. / West of Hwy 99, Visalia, Ca. 93277

Estimated Costs associated with the relocation work:

Labor	\$ 46,500.00
Material	\$ 4,000.00
Contract	\$ 15,000.00
Salvage	\$ -250.00
Depreciation	\$ -250.00
Total	\$ 65,000.00

If the County is in agreement with the above claim, please prepare a Utility agreement for \$ 65,000.00 and forward to me for execution.

This estimate is valid for 90 days from the date of this letter, after the 90 day period, it may be necessary to update the costs.

Should you have any further questions feel free to contact me at 805.654.7196.

Sincerely,

Darrell Gordon
Project Manager
Transmission Project Delivery
Project Management

cc: Leroy Ginther
Project File

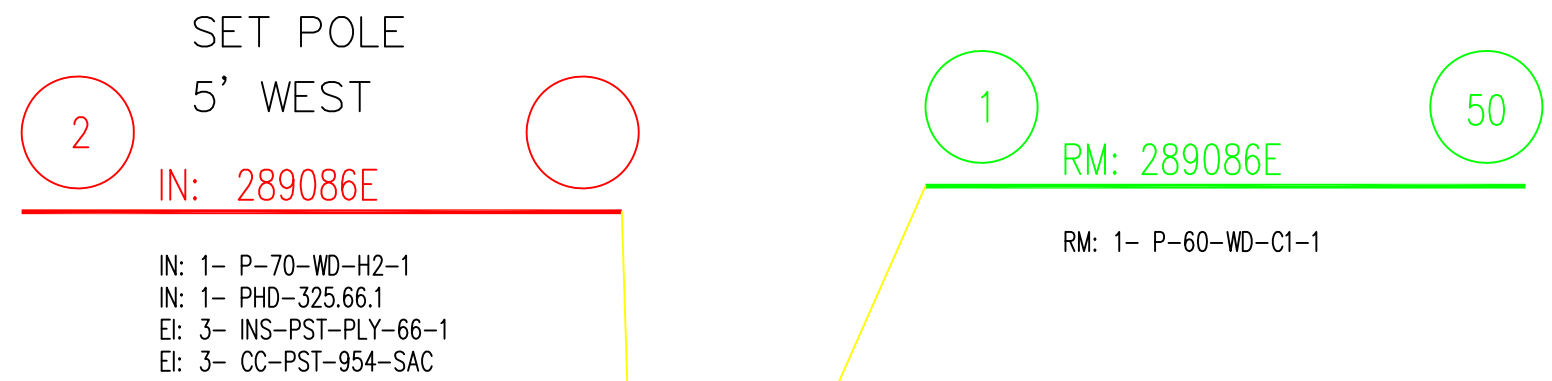
Christian Bright

Cynthia Calemno

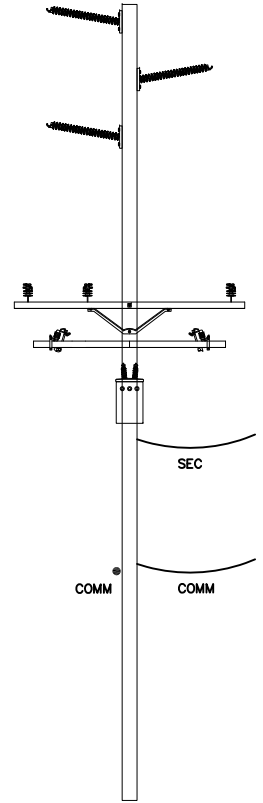
RECTOR-GOSHEN-LIBERTY 66kV

PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	<input type="checkbox"/> N
PWRD 88 REQUIRED	<input type="checkbox"/> N
PERMIT REQUIRED	<input checked="" type="checkbox"/> Y
PERMIT TYPE: COUNTY	
OUTAGE REQUIRED	<input checked="" type="checkbox"/> Y
OUTAGE DATE: _____ TIME: _____	
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/> Y
PED. TRAFFIC CONTROL REQ'D	<input type="checkbox"/> N
CONVEYANCE LETTER REQ'D	<input type="checkbox"/> N
ENVIRONMENTAL SCREENING REQ'D	<input checked="" type="checkbox"/> Y
CSD 140 (TLM) REQ'D	<input type="checkbox"/> N

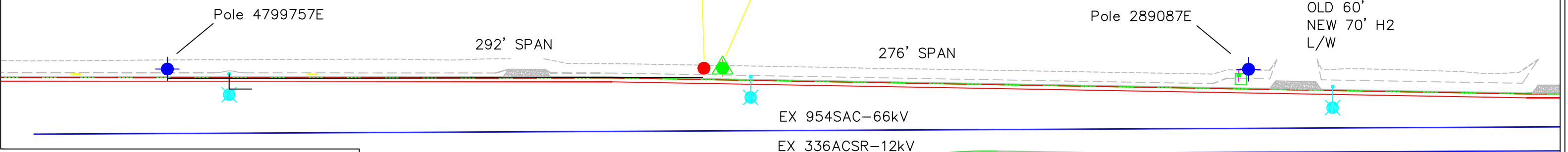
D124: Rev. 09/24/15



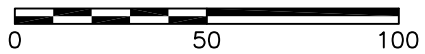
2469' W/O SHIRK



289086E
EXIST/PROP
OLD 60'
NEW 70' H2
L/W



SCALE: 1" = 50'



PROJ #	1631613	ESTIMATOR	GINTHER, LEROY	PHONE	559-331-4866	J.P.A. NO.	N/A
GRID	SAN JOAQUIN	THOMAS BROS.		INVENTORY MAP		SAP ORDER	TD1428919
DIVISION	NORTHWEST	DISTRICT	51 - TULARE	PRODUCT/MAT	1428919-RELOCATION OH		
LINE	ET-01942-Rector-Goshen-Liberty-NON-ISO					LINE VOLTAGE	66KV
PROPOSED CONSTRUCTION (LOCATION)						COUNTY OF TULARE RELOCATION CALDWELL/HWY 99 VISALIA	
REV.	APPROVED BY	DATE	CHECKED BY	DRAWN BY	DATE	SHEET	DESIGN NO.
						1 OF 1	1057765_0.01
SOUTHERN CALIFORNIA EDISON COMPANY							

PROJECT REQUIREMENTS (Y/N)

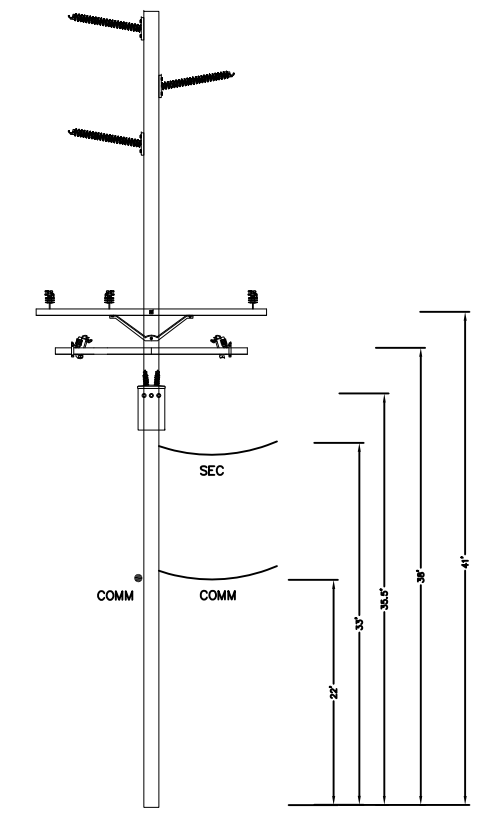
- EDISON EASEMENT REQUIRED N
- PWRD 88 REQUIRED N
- UG CIVIL ONLY WORK ORDER N
- PERMIT REQUIRED Y
- PERMIT TYPE: CITY OF VISALIA
- OUTAGE REQUIRED Y
- OUTAGE DATE: _____ TIME: _____
- TRAFFIC CONTROL REQUIRED Y
- PED. TRAFFIC CONTROL REQ'D N
- CONVEYANCE LETTER REQ'D N
- ENVIRONMENTAL CLEARANCE REQ'D N
- CSD 140 (TLM) REQ'D N

T.L.M. DATA: 289086E

	SIZE	KVA	CUST	% LOAD
EXIST.	25	8	1	32 %
PROP.	25	8	1	32 %

VOLTAGE DROP: _____
 FLICKER FACTOR: _____
 PRI. CIRCUIT: _____

2469' W/O SHIRK



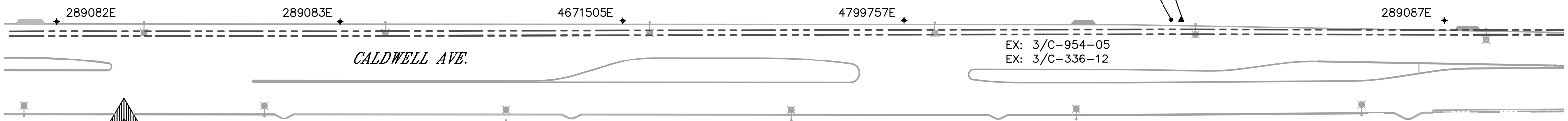
1 RM 289086E
 60' C1
 RM: 1- POLE ALL SIZE/CLASS WD/STEEL 1ST CONTACT
 RM: 1- XA SNGL VB 12' STEEL PIN
 RM: 3- INS GLASS/POLY 35KV & LESS
 RM: 1- FE CO OPEN W/8' XA 100A 12KV 1P
 RM: 1- TR OH 25KVA 12KV 120/240 1P
 SN: _____

2 POLE 289086E
 70' H2
 IN: 1- POLE ALL SIZE/CLASS WD/STEEL 1ST CONTACT
 IN: 1- XA SGL XHT COMP 12' W/BKT
 IN: 3- INS POLY W/PIN 12(25)KV CLMP #4-336 ACSR
 IN: 1- FE CO OPN W/8' HD TN CMP XA 100A 12KV 1P
 IN: 1- TR OH 25KVA 12KV 120/240 1P
 SN: _____

289086E
 EXIST/PROP
 OLD 60'
 NEW 70' H2
 L/W

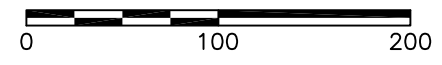
D124: Rev. 02/08/18

HWY 99 ←



SOUTHERN CALIFORNIA
EDISON
 An EDISON INTERNATIONAL Company

SCALE: 1" = 100'



PRELIMINARY
 Not For Construction
 1/11/19

DISTRICT 51 - TULARE		PROJ. MGR. SMITH, SEAN DAVIS PHONE		PLANNER SMITH, SEAN DAVIS PHONE		DESIGNER MASTERS, COURTNEY	
PROJECT NO. 1702419	SERVICE REQUEST 2608698	MSR NO.	PRODUCT-1 1484632-RELOCATE FACILITIES		ASSOC DESGN		
CIRCUIT / VOLTAGE TAGUS		THOMAS GUIDE		PRODUCT-2		ASSOC DESGN	
SUB / PG NO. GOSHEN		CIRCUIT CODE		PRODUCT-3		ASSOC DESGN	
INVENTORY MAP 67-13/67-14C		J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION) TRANS/DISTRIB RELOCATION XSTRT N/S CALDWELL AVE / WEST OF HWY 99 VISALIA, CA 93277			
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	SHEET 1 OF 1	DESIGN\DRWG NO. 1101339_0.01
Southern California Edison Company							