

**Attachment B:**  
**Utility Agreement**

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

**AVE 424 TRAVER CANAL BRIDGE PROJECT**

*County of Tulare*

**UTILITY AGREEMENT**

County	Route	P.M.	Project #
Tulare	Ave 424		28000016
<b>Fed. Aid. No. BRLO 5946 (112)</b>			
<b>Owner's File PM# 31492088</b>			
<b>FEDERAL PARTICIPATION: On the Project : Yes</b> <b>On the Utilities: Yes</b>			

**UTILITY AGREEMENT NO. TUL-2020-003**

The County of Tulare hereinafter called "LOCAL AGENCY" proposes to replace the existing, functionally obsolete, 2-lane bridge with a new wider and longer 2 -lane structure on Avenue 424, located approximately .25 miles east of Road 64 outside of Dinuba, Tulare County, California.

And: *Pacific Gas Electric Company*

hereinafter called "OWNER," owns and maintains *electric* 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 No. 1 dated August 5, 2020, OWNER shall relocate the electric facilities to accommodate Avenue 424 Traver Canal Bridge Project. All work shall be performed substantially in accordance with OWNER's Plan No. 31492088 dated February 20, 2020, 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, 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

The existing facilities described in Section I above will be relocated at 18.92% COUNTY's expense and 81.08% OWNER's expense in accordance with the following proration: 14 feet of overhead conductor is at COUNTY's expense pursuant to prescriptive claim and 60 feet of overhead conductor is at OWNER's expense pursuant to Franchise Agreement.

## 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 April 24, 2019 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.

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 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 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 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, 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 **\$5,905.00.**

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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: \_\_\_\_\_  
Chair of the 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

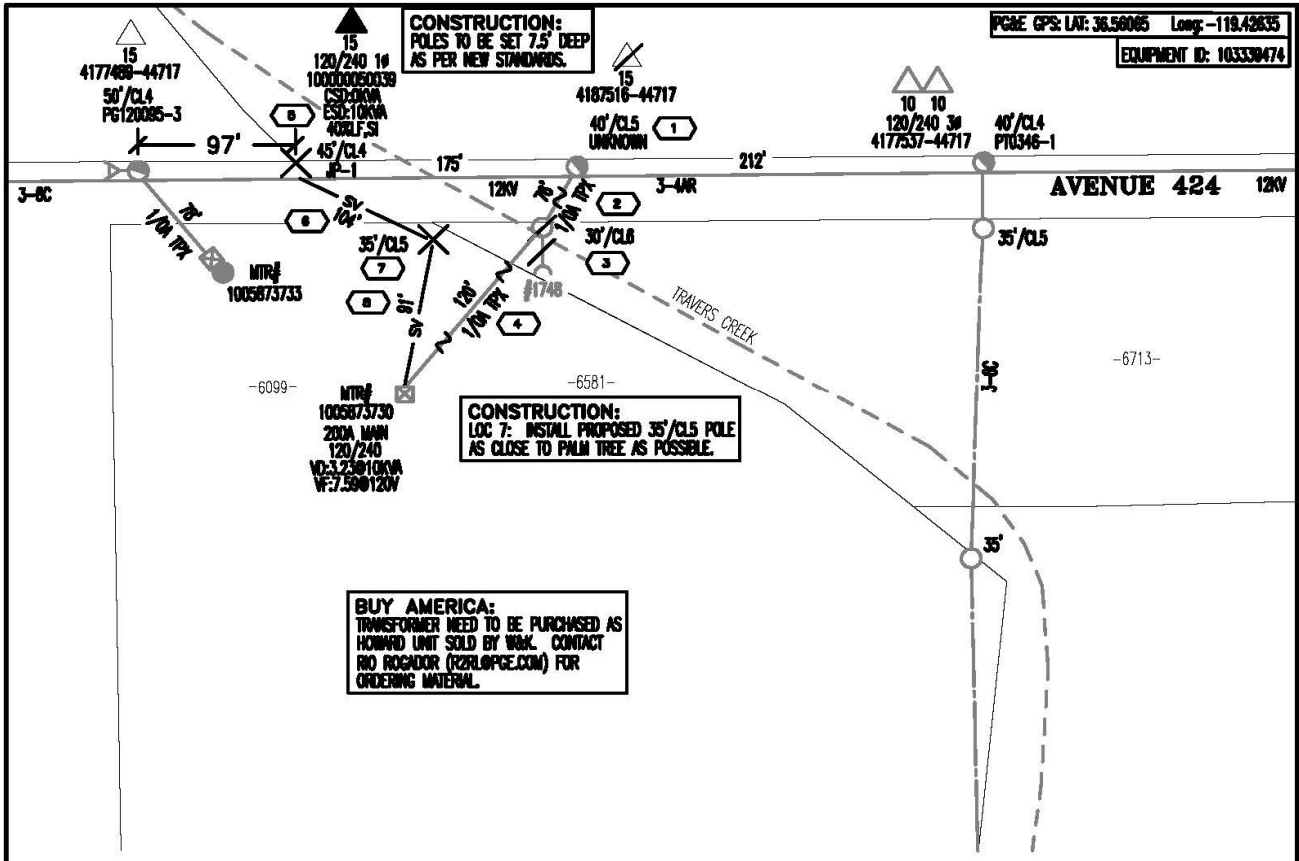
By:   
Marisol Garcia  
Supervisor  
Land Rights Services, South

Approved as to form  
County Counsel

By:   
Deputy  
water # 2020465

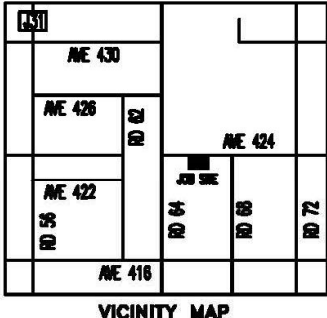
**Exhibit A:**





**LEGEND:**

	EXISTING OH STREET LIGHT
	EXISTING CUSTOMER OWNED POLE
	EXISTING OH TRANSFORMER BANK
	EXISTING/INSTALL PG&E ONLY POLE
	EXISTING/INSTALL JOINT POLE
	EXISTING/INSTALL OH TRANSFORMER
	EXISTING METER
	POLE TO INSTALL 1/0A TPX OH SERVICE CONDUCTOR



PRIMARY VOLTAGE: 12 kV	VOLTAGE AREA: 2	<b>CONSTRUCTION SKETCH</b>	EST: SUE WAITE	559-347-5179
LATITUDE: 36.56065	LONGITUDE: -119.42635		ADE: TIM PETERSON	559-347-5148
SOURCE SIDE DEVICE: 7701F	TRAVER CANEL BRIDGE AVE 424, DINUE	<b>RELOCATE POLES/OH TX/SVC/STLT</b>	APPV: HENRY DIAZ	559-347-5153
SUB & CIRCUIT: REEDLEY 1101			REP: EDWIN RODRIGUEZ	559-347-5121
DSCN SAG: RURAL	RAPTOR ZONE: YES	PLNR:	JPA#: PG200010TJ	SCALE: 1"=100'
LOADING AREA: LIGHT	ARRESTER DIST: 2	Know what's below. Call before you dig.	NOTIF: 115430602	DATE: 2/20/2020
CORROSION AREA: NON	INSULATION DIST: C		NO ENVIRONMENTAL ISSUES	PM: 31492088
EXEMPT EQUIP. INST.: NO	FIRE AREA: LRA	GAS CONFLICT: NO	NEAR LOC: NONE	