

**AGREEMENT FOR UTILITY RELOCATION WITH  
SOUTHERN CALIFORNIA EDISON (SCE)  
AVENUE 232 SAFETY IMPROVEMENTS PROJECT**

*Tulare County*

**UTILITY AGREEMENT**

<b>County</b>	<b>Route</b>	<b>P.M.</b>	<b>Project #</b>
Tulare	Ave 232	Rd 36-Rd 76	18300131
<b>Fed. Aid. No. HSIP 5946 (163)</b>			
<b>Owner's File : SCE Project No. 1956</b>			
<b>FEDERAL PARTICIPATION: On the Project : Yes</b> <b>On the Utilities: Yes</b>			

**UTILITY AGREEMENT NO. TUL-2020-002**

The *County of Tulare* hereinafter called "LOCAL AGENCY" proposes to *install left-turn lanes along Avenue 232 at Road 36, Road 56, and Road 68, and install rumble strips/stripes on Avenue 232 between Road 36 and Road 76, in Tulare County, California.*

And: *Southern California Edison Company (SCE)*

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 No. TUL-2020-002 dated August 21, 2020,

OWNER shall relocate, protect and/or adjust the existing electrical, 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:

Distribution relocation map, described as Design No. 1192180\_1.03; One Sheet includes road 36 with the SCE work order TD1598185.

copies of which are 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 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 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 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. 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 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 in accordance with Contract Cost Principles 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 AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then 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 4, 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.

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, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21<sup>st</sup> 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) (the 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 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 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, 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 \$85,000.00

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, 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**

Southern California Edison

By: **Darrell Gordon**  
Digitally signed by Darrell Gordon  
DN: cn=Darrell Gordon, o=SCE,  
ou=Transmission,  
email=darrell.gordon@sce.com, c=US  
Date: 2020.08.24 14:57:22 -07'00'

Darrell Gordon, Project Manager

Approved as to form  
County Counsel

By: *Jennifer Nielsen*  
Deputy *Matter ID 2020539*

## **Exhibit A**



- 1 RM 4815394E**  
 Class H1  
 50'  
 RM: 1- POLE 50' CLASS H1 WOOD FULL TREAT  
 RM: 1- XA SNGL VB 10' STEEL PINS  
 RM: 1- XA DBLE VB 10' STEEL PINS  
 RM: 3- INS POLY W/PIN 12(25)KV CLMP #4-336 ACSR  
 RM: 3- INS POLY DE 12KV HOT SHOE 336 ACSR  
 RM: 1- AG DOWN GUY 3/8" - 50' LESS THAN 22.5KV  
 RM: 1- AG ANCHOR ROD 1" X 10' 3-EYE W/PLATE  
 RM: 1- FE CO OPEN W/10' XA 100A 12KV 3P  
 RM: 1- TR OH 2-25KVA 12KV 120/240 OD 3P  
 SN: \_\_\_\_\_  
 RM: 1- GR OH #6 SOL WP SECONDARY W/ROD  
 RM: 1- SEC ROLLER (166-CLEVIS & SPOOL)  
 TR: 1- NETCOMM RADIO ANTENNA  
 \*\*\*SCE TO CUT-10  
 \*\*\*PHONE TO TRANSFER & PTD

- POLE 4815394E 2**  
 Class C2  
 45'  
 IN: 1- POLE 45' CLASS 2 WOOD FULL TREAT (SET 40' EAST)  
 IN: 1- XA SNGL TAN HD COMP 10' W/BKT  
 IN: 3- INS POLY W/PIN 12(25)KV CLMP #4-336 ACSR  
 IN: 1- PH CS 10' XS 12KV 3P 3-1/0  
 IN: 1- SA POLY W/GND NO PRI-N 12KV 3P  
 IN: 1- RSR 5" TO 4" EXTENSION  
 IN: 324- CBL 1/0 AL 3-1/C 17KV CLP PJ  
 CF: 267- CM DUCT FOR EXCAVATION  
 CF: 267- CM DUCT 5"  
 TD#1598185-RELOCATE FACILITIES

- POLE 4936710E 3**  
 Class C2  
 45'  
 IN: 1- POLE 45' CLASS 2 WOOD FULL TREAT  
 IN: 1- XA SNGL TAN HD COMP 10' W/BKT  
 IN: 3- INS POLY W/PIN 12(25)KV CLMP #4-336 ACSR  
 IN: 1- FE CO OPN W/10' HD TN CM XA 100A 12KV 3P  
 IN: 1- TR OH 2-25KVA 12KV 120/240 OD 3P  
 SN: \_\_\_\_\_  
 IN: 1- GR OH #6 SOL WP SECONDARY W/ROD  
 IN: 1- SEC ROLLER (166-CLEVIS & SPOOL)  
 IN: 25- CD #4 STR AL QUADRUPLX W/ACSR NEUTRAL  
 M: 20- CD #4 STR AL QUADRUPLX W/ACSR NEUTRAL  
 IN: 1- MTR KWH 30A 120/240 3P 4W  
 TR: 1- NETCOMM RADIO ANTENNA

VD=0.15%  
 100AMP PANEL  
 120/240V 3PHASE  
 7.56KW 0TON  
 47030 PLANT TULARE CA 93274  
 MSR 8474447

CF 1 5"  
 267'  
 POLE TO POLE  
 IN: 326' 3-1/0 JCN 12kv  
 TEN 1223501E to 4815394E - 720 LBS  
 TEN 4815394E to 1223501E - 490 LBS

- RM 1223501E 4**  
 Class C4  
 45'  
 RM: 1- POLE 45' CLASS 4 WOOD FULL TREAT  
 RM: 1- XA SNGL FB 10' STEEL PINS  
 RM: 3- INS CLASS/POLY 35KV & LESS  
 \*\*SCE TO CUT-10  
 \*\*PHONE TO TRANSFER & PTD

- POLE 1223501E 5**  
 Class C2  
 45'  
 IN: 1- POLE 45' CLASS 2 WOOD FULL TREAT (SET 5' NORTH)  
 IN: 1- XA SNGL DE HD COMP 10' W/BKT  
 IN: 3- INS POLY DE 12KV HOT SHOE #4 & 1/0

- EXISTING 1223501E 6**  
 Class C2  
 45'  
 EX: 1- POLE 45' CLASS 2 WOOD FULL TREAT  
 IN: 1- AG ANCHOR ROD 1" X 10' 3-EYE W/PLATE  
 IN: 1- AG DOWN GUY 9/32" - 50' LESS THAN 22.5KV  
 IN: 1- PH CS 10' XS 12KV 3P 3-1/0  
 IN: 1- SA POLY W/GND NO PRI-N 12KV 3P  
 IN: 1- RSR 5" TO 4" EXTENSION



T.L.M. DATA: 4815394E

SIZE	KVA	CUST	% LOAD
EXIST.	0	0	0
PROP.	0	0	0

T.L.M. DATA: 4936710E

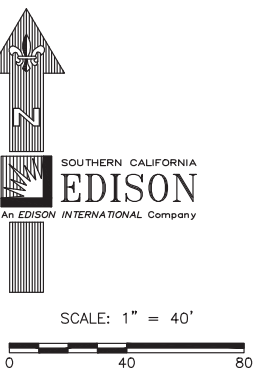
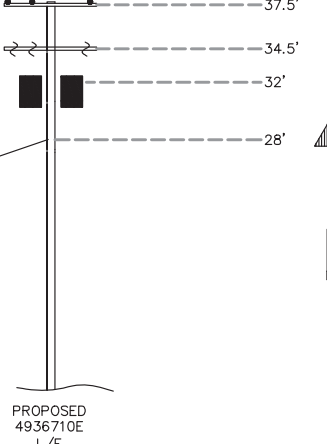
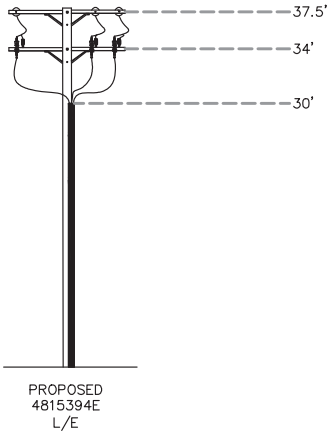
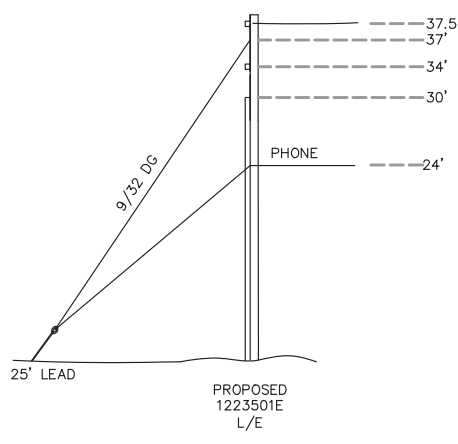
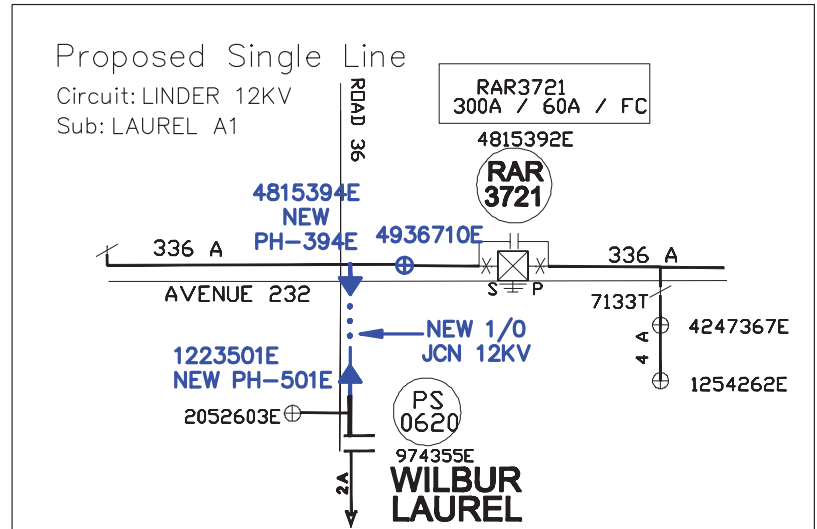
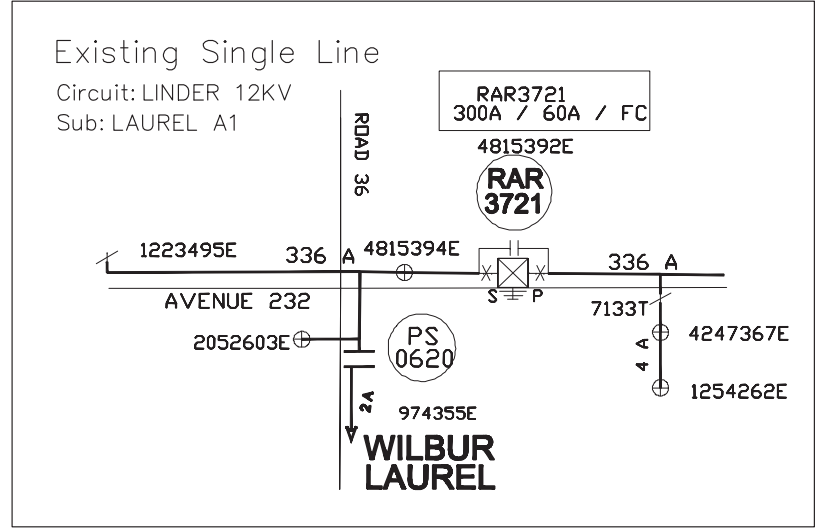
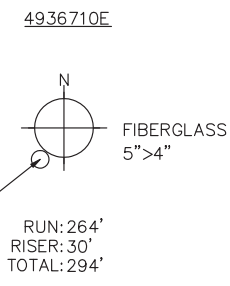
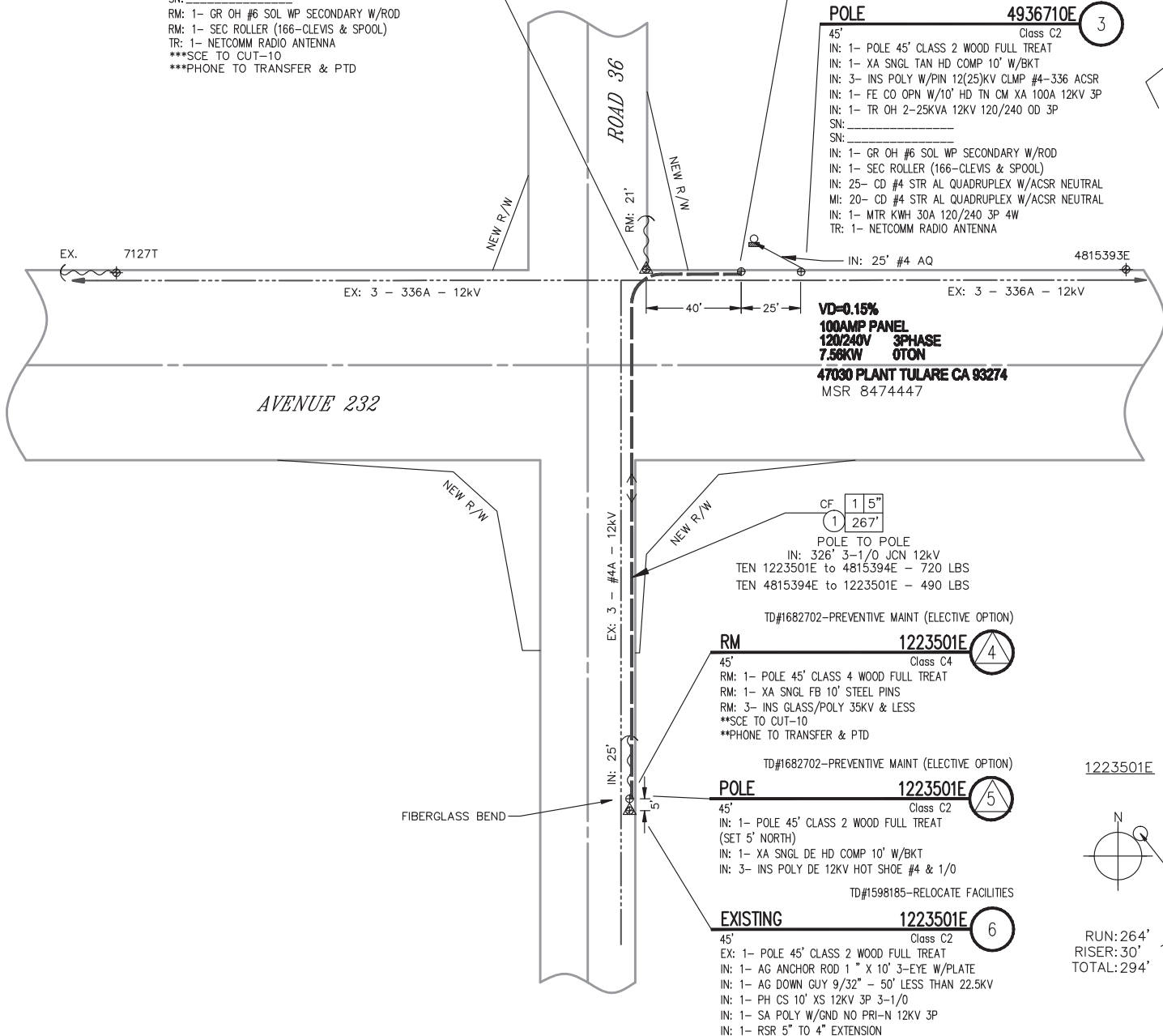
SIZE	KVA	CUST	% LOAD
EXIST.	0	0	0
PROP.	50	8.9	17.8

VOLTAGE DROP: 0.15%

PROJECT REQUIREMENTS (Y/N)

EDISON EASEMENT REQUIRED	<input type="checkbox"/>
PWRD 88 REQUIRED	<input type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE:	
OUTAGE REQUIRED	<input checked="" type="checkbox"/>
OUTAGE DATE: _____ TIME: _____	
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/>
PED. TRAFFIC CONTROL REQ'D	<input type="checkbox"/>
CONVEYANCE LETTER REQ'D	<input type="checkbox"/>
ENVIRONMENTAL CLEARANCE REQ'D	<input checked="" type="checkbox"/>
CSD 140 (TLM) REQ'D	<input type="checkbox"/>

D124: Rev. 02/08/18



DISTRICT 51 - TULARE	PROJ. MGR. SANTIAGO, KENNY PHONE	PLANNER SANTIAGO, KENNY PHONE	DESIGNER ESCAMILLA, JORGE
PROJECT NO. 1794521	SERVICE REQUEST 2698790	MSR NO.	PRODUCT-1 1598185-RELOCATE FACILITIES
CIRCUIT / VOLTAGE LINDER 12KV	THOMAS GUIDE	PRODUCT-2 1682702-PREVENTIVE MAINTENANCE (ELECTIVE)	ASSOC DESGN
SUB / PG NO. LAUREL A1 A3	CIRCUIT CODE	PRODUCT-3	ASSOC DESGN
INVENTORY MAP 56-7	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION)	
		XSTRT AVENUE 232 & ROAD 36 TULARE, CA 93274 GPS: 36.210948, -119.492654	
TYPE	DATE	APPROVED BY	CHECKED BY
Southern California Edison Company			SHEET 1 OF 1 DESIGN\DRWG NO. 1192180_1.03