

UTILITY AGREEMENT

Tehama County
Department of Public Works
9380 San Benito Avenue
Gerber, CA 96035

County	Route	P.M.	Project #
TEHAMA	County Route No. 165	N/A	EA:02-453964L
Fed. Aid. No. BRLOZB-5908(025)			
Owner's File: PM 35032234			
FEDERAL PARTICIPATION: On the Project: <u>Yes/No</u>			
On the Utilities: <u>Yes/No</u>			

UTILITY AGREEMENT NO. UA 21-003 PG

The County of Tehama hereinafter called "LOCAL AGENCY" proposes to replace the South Fork Cottonwood Creek Bridge at Evergreen Road (Bridge No. 08C-0000) located north of Red Bluff, Tehama County, California, and Pacific Gas & Electric Company hereinafter called "OWNER," owns and maintains the overhead 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. PGE-01-2021 dated October 18, 2021, OWNER shall relocate electric facilities. All work shall be performed substantially in accordance with OWNER's Plan No. PM 35032234, dated September 9, 2021, consisting of 2 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 9380 San Benito Avenue, Gerber, CA 96035. 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 12.5% LOCAL AGENCY's expense and 87.5% OWNER's expense in accordance with the following proration: The agreed upon OWNER's plan consists of eight (8) poles which are involved in the relocation work with one (1) pole on existing PG&E easement with prior rights (1 pole at 100% LOCAL AGENCY Expense divided by total 8

poles = 12.5% of work at LOCAL AGENCY 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 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 the 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 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 the 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 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 record 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, 102, 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, the 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 April 25, 2016 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 LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), 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, 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 STATE 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.

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.

<<SIGNATURES ON FOLLOWING PAGE>>

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

County of Tehama
Approval Recommended

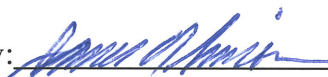
Pacific Gas & Electric Co.

By: 
Jessica Pecha, P.E.
Supervising Engineer

Date: 11/19/21

E-SIGNED by Dawn Plise
on 2021-11-19 22:50:51 GMT
By: _____
Dawn Plise
Manager, Land Rights - North
Date: November 19, 2021

Approval:

By: 
James N. Simon, P.E.
Director of Public Works

Date: 11-22-21

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

E-Contract Review
Approval as to Form

Department Name: PW- Road

Vendor Name: PG&E

Contract Description: Agreement with PG&E for Evergreen Road Bridge
Replacement Project

APPROVED AS TO FORM:

Margaret Long

Date: 10/6/21

Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel

September 9, 2021

Mary Oliver, Right of Way
Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96035

**COST LIABILITY LETTER
FOR THE EVERGREEN
RELOCATION PROJECT
PM# 35032234**

RE: Cost Liability Letter, PG&E's Project No. PM# 35032234

Dear Mrs. Oliver:

Attached are 3 prints of PG&E's Plan No. PM 35032234, consisting of 2 sheets, showing the proposed relocation of PG&E's electric distribution facilities to accommodate the above-referenced project.

We have reviewed the plans as to the division of costs and the relocation of one (1) pole as shown upon our plans should be at 100% Agency expense pursuant to the easements granted to Pacific Gas and Electric Company from California Lands, Inc, dated December 21, 1939 (LD# 2429-04-0100) and R.W. Adams and Nellie M. Adams dated October 25, 1939. The relocation of seven (7) electric distribution poles as shown upon our plans should be at 100% PG&E expense as they were installed pursuant to the franchise agreement.

The cost for this work should be at 12.5% Agency expense and at 87.5% PG&E expense. We arrived at this proration by the following method:

AGENCY'S LIABILITY AS A PERCENTAGE

1 pole at 100% Agency expense ÷ total 8 poles = 12.5% of work at Agency expense

The total estimated cost to perform this work for PM# 35032234 is currently \$360,241, less Joint Utility Credits (\$22,168), salvage and depreciation (\$42,730) and betterment (\$20,718), totaling \$274,625 of which the Agency's share of the work is 12.5% or \$34,328.12.

Please review the enclosed information and if satisfactory, please issue your Notice to Owner, Encroachment Permit, and Utility Agreement in the amount of \$34,328.12. A Joint Use Agreement will be required for this project.

Sincerely,

Jason Thomas

MATERIALS AND LABOR SUMMARY SHEET

PG&E Direct Cost	\$ 96,086
Overheads & Material Burden	\$252,491
<u>Install Revolving Stock</u>	<u>\$ 11,664</u>
Gross Financial Cost Subtotal	\$360,241
Joint Utility Credits	\$ -22,168
Betterment	\$ -20,718
<u>Salvage & Depreciation</u>	<u>\$ -42,730</u>
	\$274,625
Agency's liability	x 0.125
<u>Estimated Subtotal Cost</u>	<u>\$34,328.12</u>

AGENCY'S LIABILITY $\$360,241 - \$22,168 - \$20,718 - \$42,730 = \$274,625 \times 0.125 = \$34,328.12$