

UTILITY AGREEMENT

RW 13-5 (REV 6/2010)

DISTRICT 03	COUNTY ED	ROUTE 50	POST MILE 1.06/R2.90	EA 03-1E290
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER CIP Project No. 71328		
FEDERAL PARTICIPATION				
ON THE PROJECT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		ON THE UTILITIES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
OWNER PAYEE DATA NO.		OR, FORM STD 204 IS ATTACHED:		
		<input type="checkbox"/> YES		
UTILITY AGREEMENT NO.	03-UT-2550.1L	DATE	10-30-2012	

El Dorado County Department of Transportation, hereinafter called "COUNTY," acting by and through the State of California Department of Transportation, hereinafter called "STATE," proposes to construct a new interchange with U.S. 50 and Silva Valley Parkway in El Dorado Hills and Pacific Gas and Electric Company, hereinafter called "OWNER," owns and maintains 21kV electrical facilities within the limits of COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 2550.1L dated October 30, 2012, OWNER shall relocate their facilities as indicated on relocation plans. All work shall be performed substantially in accordance with OWNER's Plan No. 30855164 dated 6-14-2011 consisting of 5 sheets, a copy of which is on file in the District office of the Department of Transportation at 2850 Fairlane Court, Placerville, CA 95667. Deviations from the OWNER's plan described above initiated by either the COUNTY 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 COUNTY 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 73% COUNTY expense and 27% OWNER expense in accordance with Sections 5a and 5c of the Master Contract dated November 1, 2004.

Total Cost:	\$ 1,767,030
County Liability:	\$ 1,287,611
Owner Liability:	\$ 479,419

An advanced payment has already been submitted by the COUNTY in the amount of \$70,000, and this amount will be credited towards the COUNTY's final 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 out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by COUNTY's representative. Requests for such authorization must be contained in

OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. 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 State's Department of Personnel Administration travel expense guidelines.

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 STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, 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, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the COUNTY 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 STATE for the "used life" or 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 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 COUNTY 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 COUNTY within 360 days after the completion of the work described in Section I above. If the COUNTY 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 COUNTY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY 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. If the COUNTY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

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 COUNTY 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 COUNTY. 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 either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

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 COUNTY.

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. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1,

UTILITY AGREEMENT NO.

Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse COUNTY upon receipt of COUNTY billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of COUNTY's request of March 19, 2010 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 COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing and COUNTY 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 COUNTY under the terms of this Agreement are subject to 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 COUNTY within 30 days of the completion of the work described herein.

COUNTY will acquire new rights of way in the name of either the COUNTY or OWNER through negotiation or condemnation and when acquired in COUNTY's name, shall convey same to OWNER by Director's Easement Deed. COUNTY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. OWNER shall reimburse the COUNTY all costs for the easement."

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 STATE highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

"Upon completion of the work to be done by COUNTY in accordance with the above-mentioned plans and specifications, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location."

THE ESTIMATED COST TO COUNTY FOR ITS SHARE (73%) OF THE ABOVE DESCRIBED WORK IS \$1,287,611.

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

COUNTY: El Dorado

OWNER: PG&E

By _____ Date _____
Name _____
Title _____

By _____ Date _____
Name Janet C. Loduca
Vice President
Title Environmental

APPROVAL RECOMMENDED:

By _____ Date _____
Name _____
Title _____

By _____ Date _____
Name _____
Title _____

REPORT OF INVESTIGATION

RW 13-3 (REV 3/2010)

1. NARRATIVE OF PROPOSED UTILITY WORK

Utility File No. 2550.1L

A. DESCRIPTION OF EXISTING UTILITY FACILITY AND ITS LOCATION.

PG&E owns multiple existing facilities within the project area:

- 21 kV Distribution lines located within an exclusive easement
- 21 kV Distribution lines located within franchise

B. DISCUSSION OF OWNER'S AUTHORITY FOR INSTALLATION OF THE EXISTING UTILITY FACILITY.

The existing electrical facilities were installed under a County/Caltrans encroachment permit for facilities within County and State right of way, or with property owner consent for facilities within easements.

C. DESCRIPTION AND JUSTIFICATION OF PROPOSED RELOCATION PLAN.

- Existing 60 kV transmission lines are located parallel to U.S. 50. They are to be rerouted around the proposed interchange improvements to avoid any unnecessary crossing of State right of way.
- Existing 21 kV Distribution lines within franchise are in conflict with proposed roadways and structures. They are to remain in franchise, but be relocated outside of the proposed roadway.

D. PROPERTY RIGHTS NEEDED.

- Underground Electric Easement from 1 County owned Parcel. Additional overhead electric property rights necessary for the relocation of underbuilt 21kV facilities within the project area are being acquired for the relocation of the 60 kV transmission pole line.

E. ANY NON-STANDARD ASPECTS OF THE RELOCATION, DOCUMENTS, ETC.

N/A

REPORT OF INVESTIGATION

RW 13-3 (REV 3/2010)

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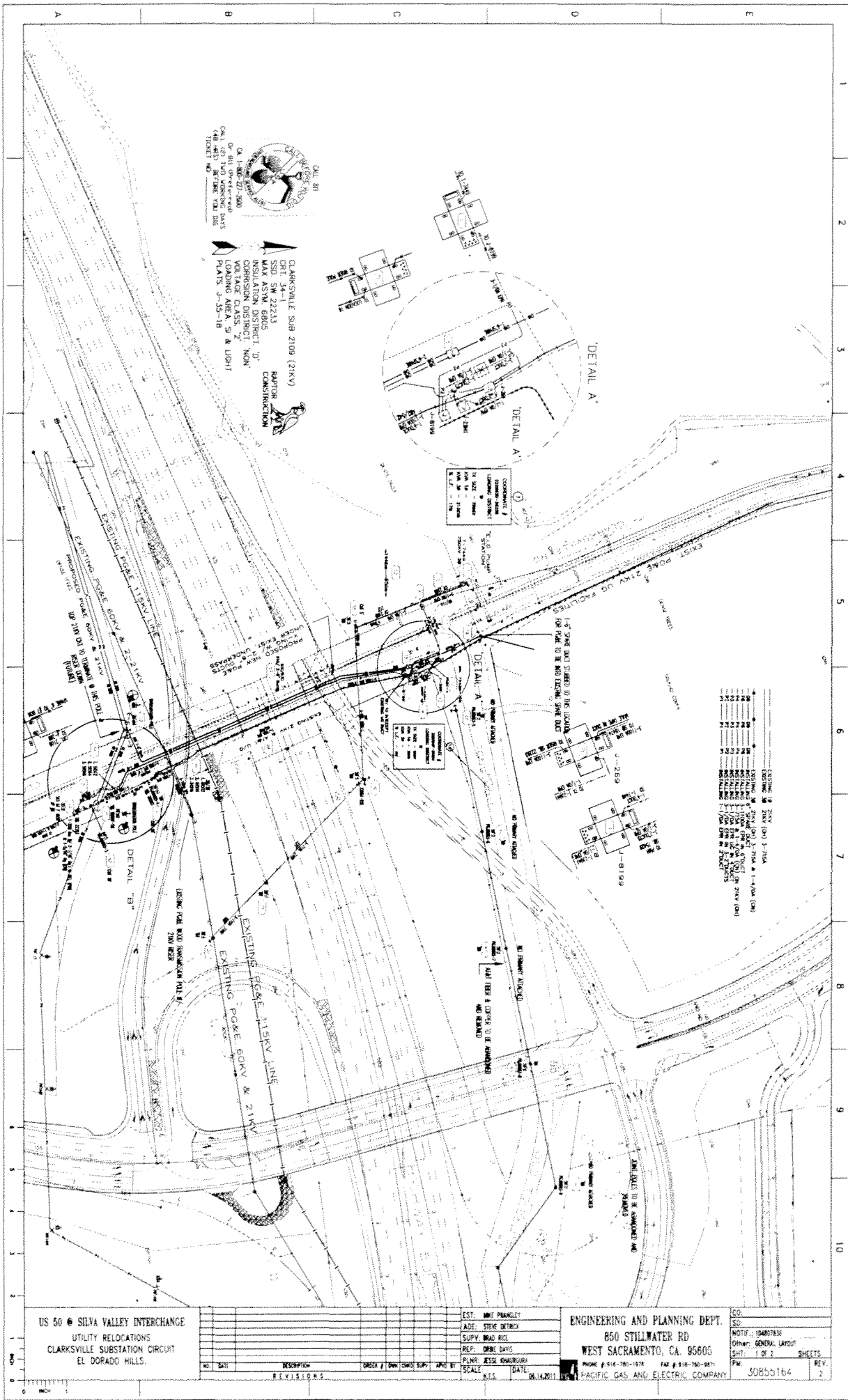
- Existing 60 kV wood pole transmission with 21 kV underbuild lines are located parallel to U.S. 50. They are to be rerouted around the proposed interchange improvements to avoid any unnecessary crossing of State right of way.
- Existing Distribution lines within franchise are in conflict with proposed roadways and structures. They are to remain in franchise, but be relocated outside of the proposed roadway.

D. PROPERTY RIGHTS NEEDED.

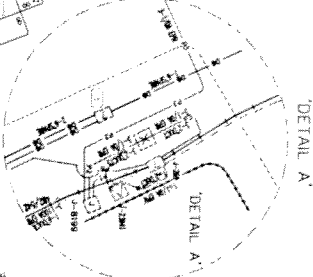
- A 40' wide easement around the south side of the Interchange is required to replace the easement currently owned for the transmission lines.

E. ANY NON-STANDARD ASPECTS OF THE RELOCATION, DOCUMENTS, ETC.

N/A



CALL 811
 CLARKSVILLE SUB 2109 (21KV)
 CRT 34-1
 SSD SW 22243
 MAY ASYM 6805
 REGULATION DISTRICT 7
 PROJECT NO. 12-1231-2D
 VOLTAGE CLASS 21KV
 LOADING AREA 51 & UOH1
 PLATS 3-35-18
 RAFTOR
 CONSTRUCTION



NO.	DATE	DESCRIPTION	BY
1			

NO.	DATE	DESCRIPTION	BY
1			

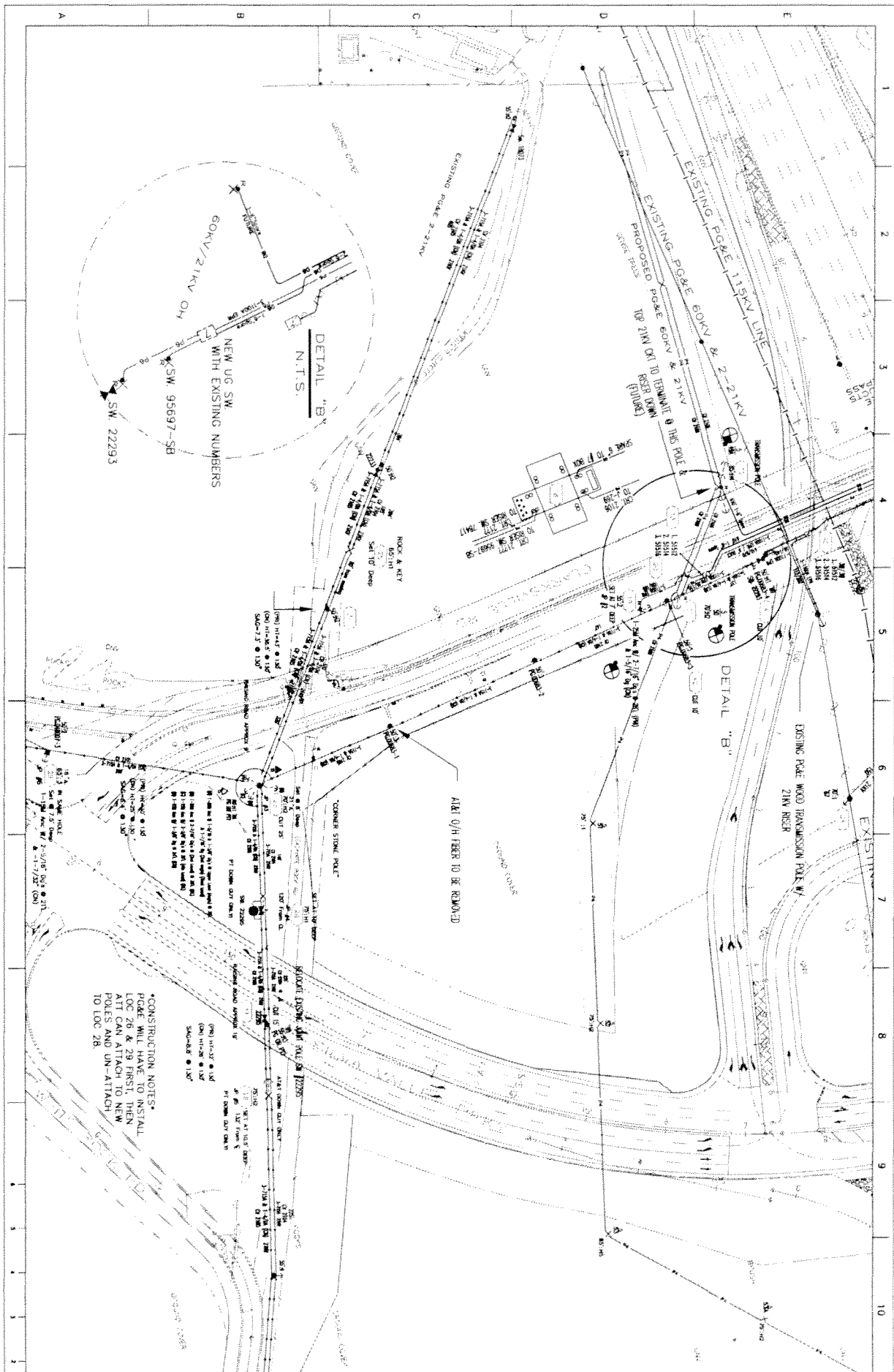
NO.	DATE	DESCRIPTION	BY
1			

US 50 @ SILVA VALLEY INTERCHANGE
 UTILITY RELOCATIONS
 CLARKSVILLE SUBSTATION CIRCUIT
 EL DORADO HILLS.

NO.	DATE	DESCRIPTION	CHECKED BY	DATE
1				

ENGINEERING AND PLANNING DEPT.
 850 STILLWATER RD
 WEST SACRAMENTO, CA 95600
 PHONE 916-750-1078 FAX 916-750-2471
 PACIFIC GAS AND ELECTRIC COMPANY

CO:	30855164
SD:	
NOTIF:	104657836
CHKD:	GENERAL LAYOUT
SHT:	1 OF 2 SHEETS
REV:	2

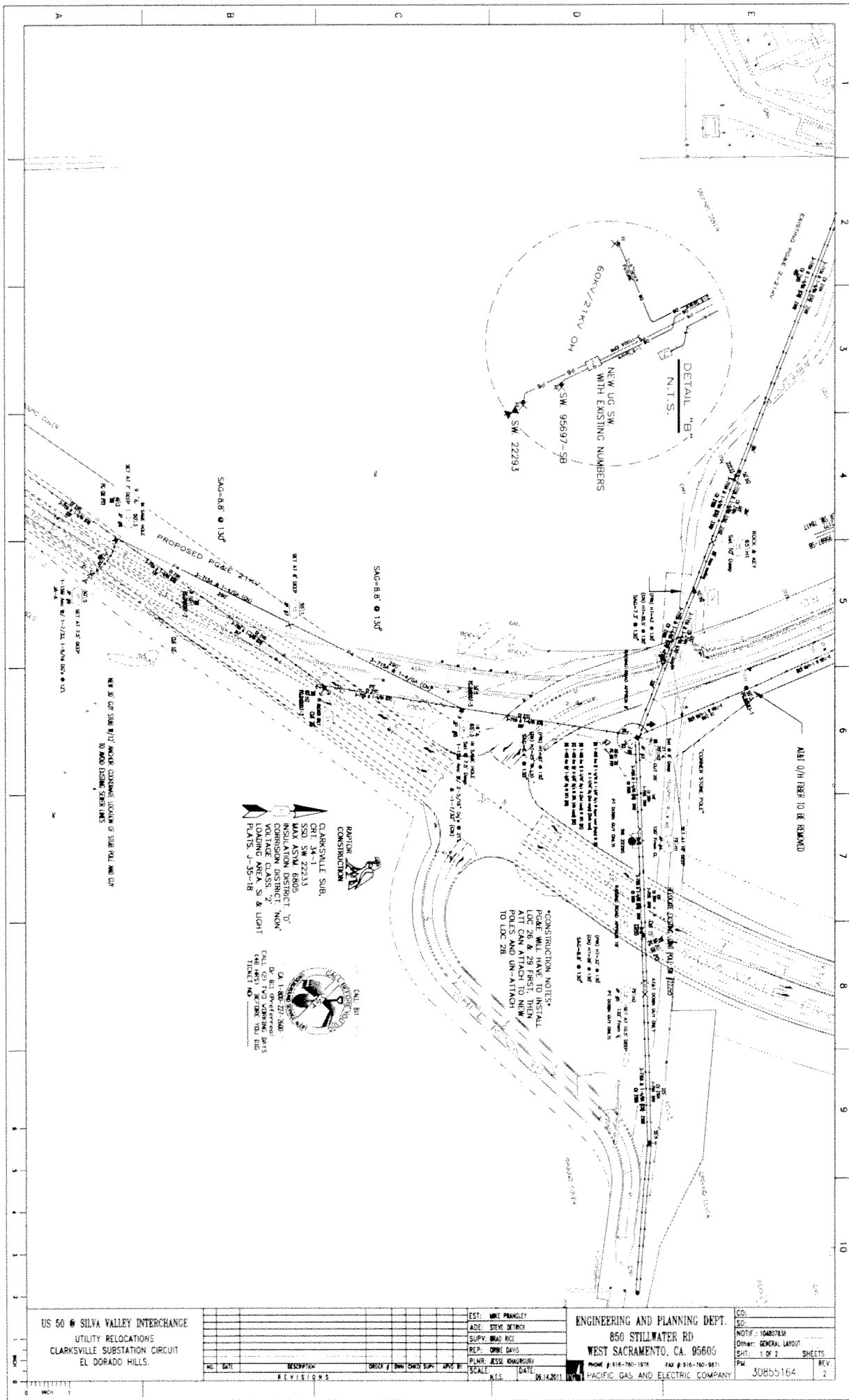


US 50 @ SILVA VALLEY INTERCHANGE
 UTILITY RELOCATIONS
 CLARKSVILLE SUBSTATION CIRCUIT
 EL DORADO HILLS.

NO.	DATE	DESCRIPTION	DESIGN	DRAWN	CHECK	SCALE	BY

ENGINEERING AND PLANNING DEPT.
 850 STILLWATER RD
 WEST SACRAMENTO, CA. 95605
 PHONE 916-750-1978 FAX 916-750-5671
 PACIFIC GAS AND ELECTRIC COMPANY

ECO: []
 SD: []
 MDTF: 04087832
 OTHER: GENERAL LAYOUT
 SHEET: 1 OF 2 SHEETS
 REV: 2
 30855164



US 50 @ SILVA VALLEY INTERCHANGE
 UTILITY RELOCATIONS
 CLARKSVILLE SUBSTATION CIRCUIT
 EL DORADO HILLS.

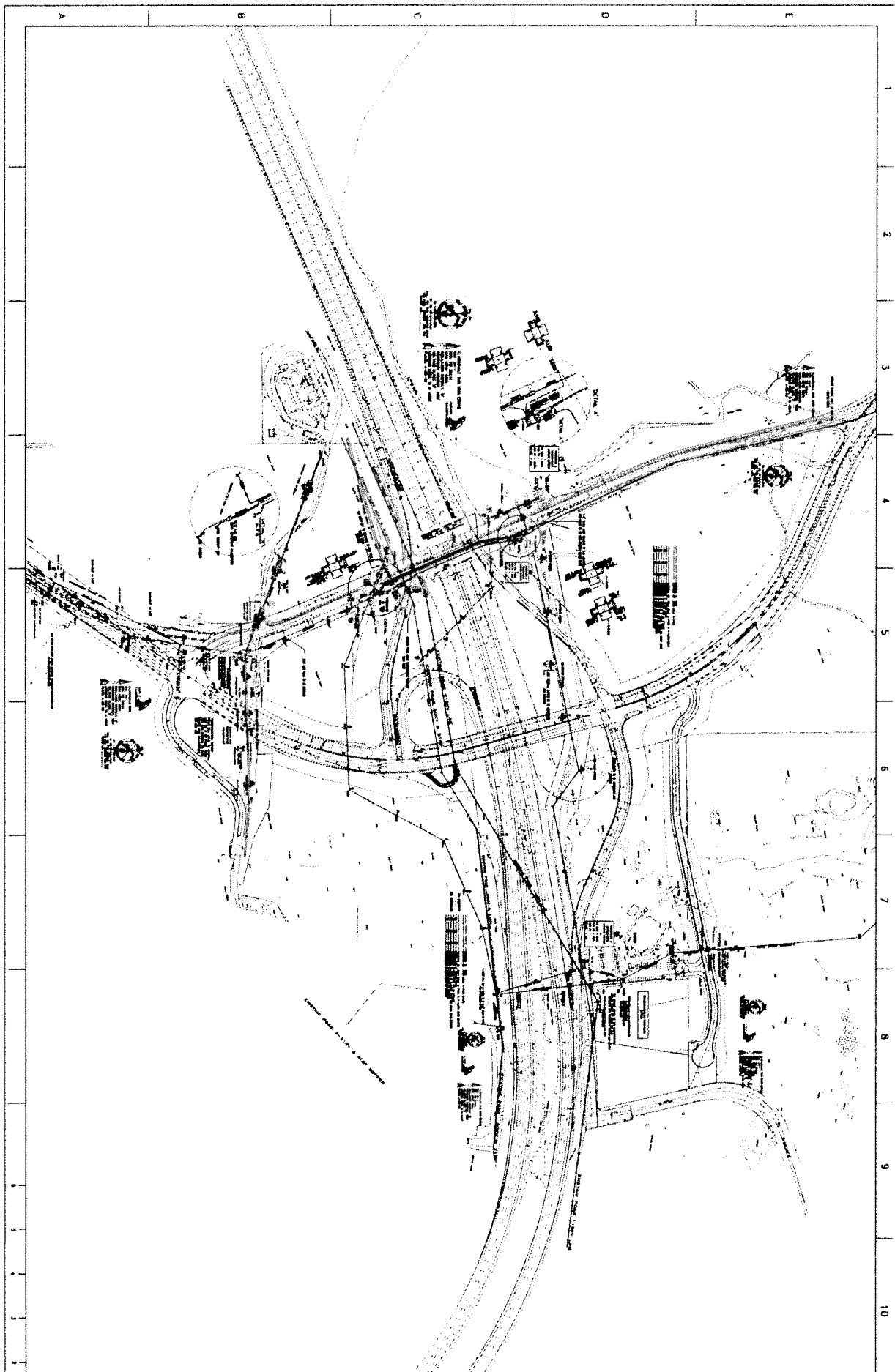
NO.	DATE	DESCRIPTION	BY	CHECKED	DATE

ENGINEERING AND PLANNING DEPT.
 850 STILLWATER RD
 WEST SACRAMENTO, CA. 95600
 PHONE # 916-760-1576 FAX # 916-760-9471
 PACIFIC GAS AND ELECTRIC COMPANY

DESIGNED BY	DATE	SCALE

EST: MIKE PRANGLEY	DATE: 06/14/2011
ADD: STEVE DETMOLD	SCALE: A.S.
SUPPLY: BRAD ROSE	
REP: OPRI DAVIS	
PLNR: JESSE KHOURURI	

ECG:	30855164
SD:	
INSTR: J. HAMSTER	
OTHER: GENERAL LAYOUT	
SHT: 1 OF 2	
SHEETS:	
REV:	



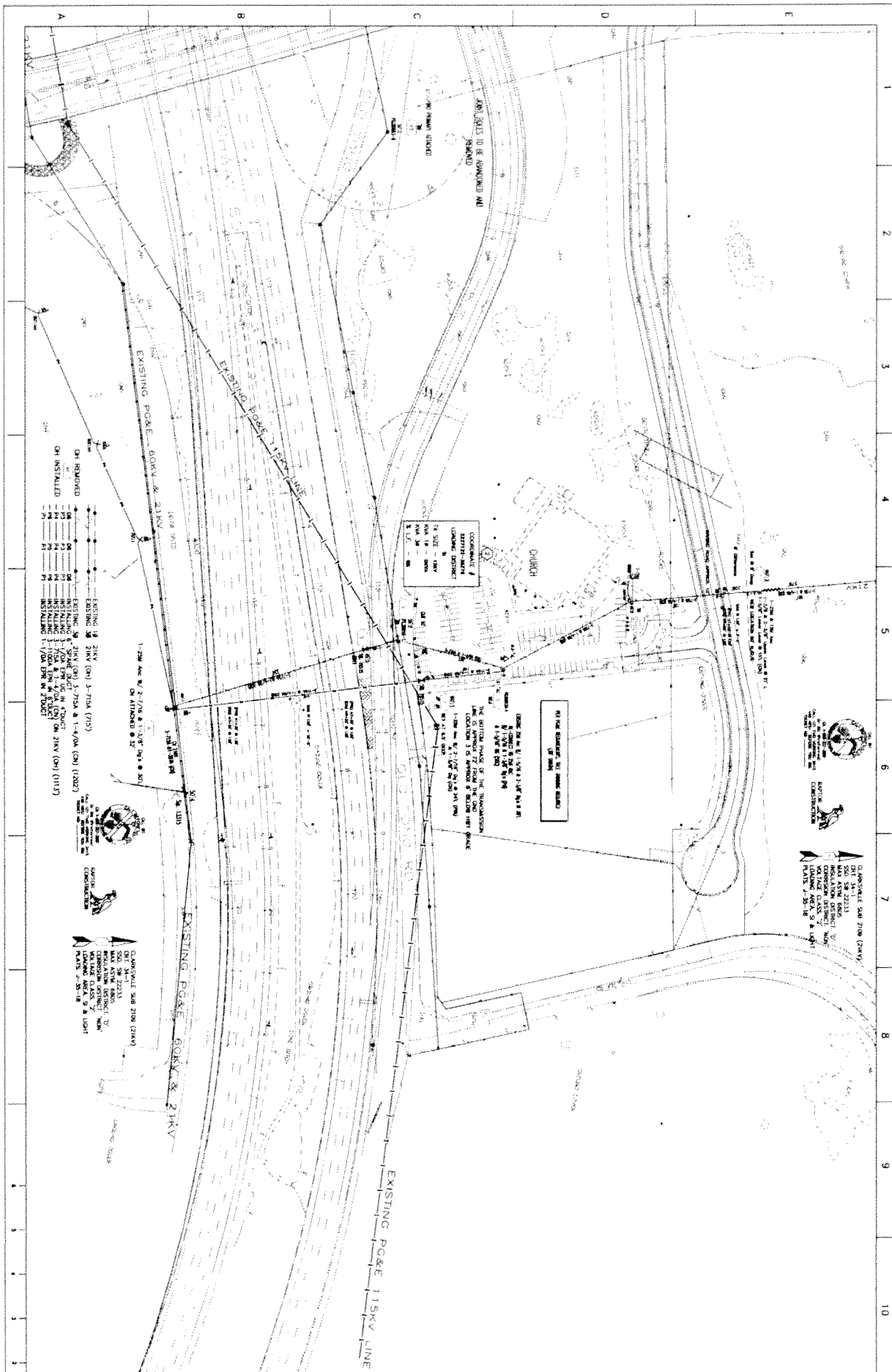
US 50 @ SILVA VALLEY INTERCHANGE
 UTILITY RELOCATIONS
 CLARKSVILLE SUBSTATION CIRCUIT
 EL DORADO HILLS.

NO.	DATE	REVISIONS	BY	CHKD	DATE	REVISIONS	BY	CHKD	DATE

EST. MIKE PRINGLEY
 AIDE. STEVE BETHEL
 SUPV. BRAD BEE
 REP. OMBE BAYS
 PLNR. JESSE WARRINGTON
 SCALE: 1" = 40'

ENGINEERING AND PLANNING DEPT.
 850 STILLWATER RD
 WEST SACRAMENTO, CA. 95605
 PHONE 916-762-1879 FAX 916-762-9621
 PACIFIC GAS AND ELECTRIC COMPANY

CD: _____
 SD: _____
 PHOTO: 14480732
 Other: GENERAL LAYOUT
 SHEET: 1 OF 7 SHEETS
 P/W: 50855164 REV: 2



US 50 @ SILVA VALLEY INTERCHANGE
 UTILITY RELOCATIONS
 CLARKVILLE SUBSTATION CIRCUIT
 EL DORADO HILLS.

NO.	DATE	DESCRIPTION	CHKD BY	APP'D BY

EST: MIKE FRANKLEY
 ADR: STEVE DETRICK
 SUPV: BRAD REE
 REP: DORE DAVIS
 PLNR: JESSE KHOURGURI
 SCALE: A1S DATE: 06/14/2011

ENGINEERING AND PLANNING DEPT.
 850 STILLWATER RD
 WEST SACRAMENTO, CA. 95605
 PHONE # 916-761-1874 FAX # 916-765-9471
 PACIFIC GAS AND ELECTRIC COMPANY

NO.	DATE	DESCRIPTION	CHKD BY	APP'D BY
1	06/14/2011	GENERAL LAYOUT		

REPORT OF INVESTIGATION

RW 13-3 (REV 3/2010)

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The existing electrical facilities were installed under a County/Caltrans encroachment permit for facilities within County and State right of way, or with property owner consent for facilities within easements.

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- Existing 60 kV wood pole transmission with 21 kV underbuild lines are located parallel to U.S. 50. They are to be rerouted around the proposed interchange improvements to avoid any unnecessary crossing of State right of way.
- Existing Distribution lines within franchise are in conflict with proposed roadways and structures. They are to remain in franchise, but be relocated outside of the proposed roadway.

D. PROPERTY RIGHTS NEEDED.

- A 40' wide easement around the south side of the Interchange is required to replace the easement currently owned for the transmission lines.

E. ANY NON-STANDARD ASPECTS OF THE RELOCATION, DOCUMENTS, ETC.

N/A

REPORT OF INVESTIGATION

RW 13-3 (REV 3/2010)

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E. ANY NON-STANDARD ASPECTS OF THE RELOCATION, DOCUMENTS, ETC.

N/A



**Pacific Gas and
Electric Company**

Land & Environmental Management
Phone: 530.889-3160
PIIF2@PGE.COM

343 Sacramento Street
Auburn, CA 95603
Fax: 530.889.3392

Date 07/30/2012

Mark Thomas & Company, Inc.
Mr. Derek Minnema, P.E.
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

Attention: Mr. Minnema
P.E. Project Manager

RE: Dist. 3- El Dorado County-Rte. 50
Silva Valley Parkway Interchange
PG&E's Job No.PM 30801077

Dear Mr. Minnema

Attached are 5 prints of our Plan No. PM 30801077, consisting of 1 sheet(s), showing the proposed relocation of our electric transmission facilities to accommodate the above-referenced freeway project.

We have reviewed the plans as to the division of costs and the relocation of the 8 poles should be (100% State expense pursuant to Section 5 (A) of the Freeway Master Contract dated November 1, 2004, since these poles were installed by virtue of the grant of easements from;

1. John Hancock Mutual Life Insurance Company, dated June 14, 1967 and recorded in Book 836 of Official Records at page 539 El Dorado County Records,
2. Alva Barton and others, dated September 28, 1964 and recorded in Book 724 of Official Records at page 378 El Dorado County Records, and
3. Bertha Joerger Du Bois Woolverton, dated July 26, 1965 and recorded in Book 754 of Official Records at page 254 El Dorado County Records.) Two copies of each of our easement documents are attached for your review.

The total estimated cost to perform this work is currently \$853,380 which includes applicable credits for salvage, depreciation, and betterment of which the State's share is 100% or \$853,380.

We will require a minimum of 6 months to complete this work once the notification to proceed is received from the State.

Please review the enclosed information and if satisfactory, please issue your Notice to Owner, Encroachment Permit, and Utility Agreement in the amount of \$853,380.

Sincerely,

A handwritten signature in black ink, appearing to be 'P. R.', with a long horizontal line extending to the right.

Name

Land Agent

Attachments

5 copies Drawing # 30801077

2 copies easements from:

John Hancock Mutual Life Insurance Company, dated June 14, 1967 and recorded in Book 836 of Official Records at page 539 El Dorado County Records,

Alva Barton and others, dated September 28, 1964 and recorded in Book 724 of Official Records at page 378 El Dorado County Records,

Bertha Joerger Du Bois Woolverton, dated July 26, 1965 and recorded in Book 754 of Official Records at page 254 El Dorado County Records.

cc:

Adam Bane

Gary Krause

Orbie Davis

Job Estimate

 Job: Silva Valley Interchange
 EA# EA-03-1E290
 PG&E# 30801077
 Land Agent: Paul Fluckey

MATERIAL AND LABOR BREAKDOWN SHEET

MATERIALS	Includes poles, x-arms, down guys and anchors, conductors, fuse cutouts, transformers, conduits, pipe, fittings, deep well anode, regulators & pits, and incidental wiring=	\$88,096
LABOR	Includes installation and removal of facilities, total expense, general superintendence, P/R taxes and company retirement plan contributions, and G.B.I. and P.D. liability insurance=	\$707,965
OVERHEAD	Includes general office and administrative expense and general construction overheads, AFUDC, Material Burden, etc...=	\$121,552
CONTRACT	Includes contract work by others and engineering	\$0
	Gross Financial Cost Subtotal =	<u>\$917,613</u>
	Less Salvage and Depreciation Credits =	\$64,233
	Less Joint Pole Credits =	\$0
	Betterment Credits =	<u>\$0</u>
	Total Estimated Net Cost =	\$853,380

APPLICANT'S LIABILITY 100% or \$853,380



Pacific Gas and Electric Company

343 Sacramento St
Auburn, CA. 95603

To: State of California
Department of Transportation
District 03

EA#	EA-03-1E290
Contact	Derek Minema
Phone	916-381-9100
PM#	30801077
Land Agent	Paul Fluckey

The following is the estimate of costs to remove and relocate PG&E's Electric Transmission facilities on the Silva Valley Interchange Project in El Dorado County.

Estimated Cost - Summary

Estimated Work (from page 2)		
Engineering	\$	81,621
Construction	\$	571,244
Materials	\$	88,096
Transportation and Equipment	\$	-
Other	\$	55,100
Estimated Work Total		\$ 796,061
Contracted Out (from page 3)		
Engineering	\$	-
Construction	\$	-
Material	\$	-
Transportation and Equipment	\$	-
Estimated Contracted Total		\$ -
Overhead (Explain basis on a separate sheet)	\$	121,552
Total Job Costs		\$ 917,613
Contingence 0%	\$	-
Gross Financial Costs		\$ 917,613
Credits		
Joint Pole Credit	\$	-
Applicant Contribution	\$	-
Salvage and Depreciation	\$	64,233
Total Estimated Credits		\$ 64,233
Total Estimated Cost		\$ 853,380
Bill to State [Total Estimated Cost @ 100%]		\$ 853,380

NOTES:

- (1) The cost categories are not limited to those shown and may vary according to the nature of the relocation project.
- (2) Cost breakdown of plant betterment should be noted on Page 2 or detailed on a separate work sheet.
- (3) 23 CFR 645.113 requires an estimate to be sufficiently informative to provide a clear description of the work.

Pacific Gas and Electric Company
 343 Sacramento St
 Auburn, CA. 95603

To: State of California
 Department of Transportation
 District 03

EA# EA-03-1E290
 Contact Derek Minema
 Phone 916-381-9100
 PM# 30801077
 Land Agent Paul Fluckey

Estimated Cost - Labor

Labor Description	Hours	Rate/Hour	Amount	Total
Engineering				
<i>Land & Environmental</i>			\$ 34,320	
<i>Estimating</i>			\$ 30,994	
<i>Mapping</i>			\$ 1,036	
<i>Project Management</i>			\$ 15,271	
			\$ -	
Total: Engineering			\$	81,621
Construction				
<i>Install/Remove/Other</i>			\$ 571,244	
			\$ -	
			\$ -	
			\$ -	
Total: Construction			\$	571,244
Other (rents, permits, conversion, etc...)			\$	55,100
Total Estimated Labor Cost			\$	707,965

Estimated Cost - Materials Breakdown

Item Description	Quantity & Unit	Cost/Unit	Total
<i>Materials</i>			\$ 88,096
			\$ -
			\$ -
			\$ -
			\$ -
(a) Subtotal: Materials		\$	88,096
(b) Supply Expense		\$	-
(c) Subtotal [(a)+(b)]		\$	88,096
(d) Joint Pole (+/-)		\$	-
(e) Other (Revolving Stock)		\$	-
Total Estimated Materials Cost [(c)+(d)+(e)]		\$	88,096

Estimated Cost - Transportation and Equipment

Item Description	Quantity & Unit	Cost/Unit	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Estimated Transportation and Equipment Cost		\$	-



Pacific Gas and Electric Company

343 Sacramento St
Auburn, CA. 95603

To: State of California
Department of Transportation
District 03

EA# EA-03-1E290
Contact Derek Minema
Phone 916-381-9100
PM# 30801077
Land Agent Paul Fluckey

Estimated Cost - Contracted Out Labor

Labor Description	Hours	Rate/Hour	Amount	Total
Engineering				
			\$ -	
			\$ -	
			\$ -	
Total: Engineering			\$ -	
Construction				
			\$ -	
			\$ -	
			\$ -	
Total: Construction			\$ -	
Other			\$ -	
Total Estimated Labor Cost			\$ -	

Estimated Cost - Contracted Out Materials Breakdown

Item Description	Quantity & Unit	Cost/Unit	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
(a) Subtotal: Materials		\$	-
(b) Supply Expense		\$	-
(c) Subtotal [(a)+(b)]		\$	-
(d) Joint Pole (+/-)		\$	-
(e) Other		\$	-
Total Estimated Materials Cost [(c)+(d)+(e)]		\$	-

Estimated Cost - Contracted Out Transportation and Equipment

Item Description	Quantity & Unit	Cost/Unit	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Estimated Transportation and Equipment Cost		\$	-



August 22, 2012

Mark Thomas & Company, Inc.
Mr. Derek Minnema, P.E.
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

Attention: Mr. Minnema
P.E. Project Manager

RE: Dist. 3- El Dorado County-Rte. 50
Silva Valley Parkway Interchange
PG&E's Job No.PM 30855164

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We have reviewed the plans as to the division of costs and the relocation of the 10 poles should be 100% State expense pursuant to Section 5 (A) of the Freeway Master Contract dated November 1, 2004, since these poles were installed by virtue of the grant of easements from;

1. Triumphant Life Church Of El Dorado Hills, dated October 1, 1997 and recorded in Book 5040 of Official Records at page 51, El Dorado County Records, and
2. Douglas Grant Line Associates, LTD., a limited partnership and others, dated May 26, 1988 and recorded in Book 2987 of Official Records at page 240, El Dorado County Records, and
3. Joseph Joerger and others, dated October 27, 1903 and recorded in Book 62 of Official Records at page 71, El Dorado County records and
4. Huddinge Partners, a Nevada limited partnership, dated March 24, 2004 and recorded as Official Serial number 2004-0038167 of Official Records, El Dorado County Records.

Two copies of each of our easement documents are attached for your review.

We have reviewed the plans as to the division of costs and the relocation of the 2 poles should be 50% State and 50% Company expense pursuant to Section 5 (C) of the Freeway Master Contract dated November 1, 2004

In accordance with Section 5 of the Master Contract, it is our opinion that the pole line estimate of cost to perform the necessary relocation work should be 91% State expense and 9% Company expense, and was determined in the following method:

STATE'S LIABILITY AS A PERCENTAGE FOR OVERHEAD

10 poles x 100% 10 poles
2 poles x 50% 1 poles
12 total poles 11 poles

11 poles x 100 = 91%
12 total poles

The total estimated cost to perform the overhead electric work is currently estimated to be \$765,826 which includes applicable credits for salvage, depreciation, of which the State's share is 91% or \$696,901.

It is our opinion that all costs incurred for the relocation of 220 feet should be at 100% State expense pursuant to Section 5(A) of the November 1, 2004 Freeway Master Contract, since these facilities were installed by virtue of service agreement.

All costs incurred for the relocation of 1040 feet should be at 50% State expense and 50% Company expense pursuant to Section 5(C) of said Master Contract.

In accordance with Section 5 of the Master Contract, it is our opinion that the total estimate of cost to perform the necessary underground relocation work should be 59% State expense and 41% Company expense, and was determined in the following method:

220 feet x 100% State expense =	220 feet
<u>1040 feet</u> x 50% State expense =	<u>520 feet</u>
1260 feet	740 feet

740 = ..587 or 59% State expense
1260

The total estimated cost to perform the underground electric work is currently estimated to be \$1,001,204, of which the State's share is 59% or \$590,710,

In accordance with Section 5 of the Master Contract, it is our opinion that the **TOTAL** estimate of cost to perform the necessary relocation work should be 73% State expense and 27% Company expense, and was determined in the following method:


\$765,826 x 91% State expense =	\$696,901
<u>\$1,001,204</u> x 59% State expense =	<u>\$590,710</u>
\$1,767,030	\$1,287,611

\$1,287,611 = .728 or 73% State expense
\$1,767,030

We will require a minimum of 6 months to complete this work once the notification to proceed is received from the State.

Please review the enclosed information and if satisfactory, please issue your Notice to Owner, Encroachment Permit, and Utility Agreement in the amount of \$1,287,611

Sincerely,



Paul Fluckey
Land Agent

Attachments

5 copies Drawing # 308551642 copies easements from:

Triumphant Life Church Of El Dorado Hills, dated October 1, 1997 and recorded in Book 5040 of Official Records at page 51 El Dorado County Records

Douglas Grant Line Associates, LTD., a limited partnership and others, dated May 26, 1988 and recorded in Book 2987 of Official Records at page 240 El Dorado County Records

Joseph Joerger and others, dated October 27, 1903 and recorded in Book 62 of Official records at page 71 El Dorado county records.

Huddinge Partners, a Nevada limited partnership, dated March 24, 2004 and recorded as Official serial number 2004-0038167 of Official Records El Dorado County Records.

cc:

Adam Bane
Gary Krause
Orbie Davis

Material and Labor Breakdown Sheet PM 30855164

Labor - Includes installation and removal of facilities, total expense, general superintendence, taxes and Company Retirement Plan contributions, Workmen's Compensation Insurance and Liability Insurance. \$934,317

Materials -- \$148,436

Overheads & Indirects - Includes Office Engineering, Administrative expense and Construction Overheads. \$292,877

Contract -- \$234,928

Less Joint Pole Credits -\$4,595

SUBTOTAL \$1,605,973

CONTINGENCY 10% \$161,057

TOTAL ESTIMATE COST \$1,767,030

Applicants Liability = 73% = \$1,287,611

Approx. Salvage & Depreciation \$49,027 to be credited at completion of project.

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into effective on JUNE 6, 2012, is between the State of California, acting by and through its Department of Transportation, herein referred to as "STATE", and the

County of El Dorado, a political subdivision of the State of California, referred to as "COUNTY".

RECITALS

1. STATE and COUNTY, together referred to herein as "PARTIES", pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) in the County of El Dorado.
2. PARTIES contemplate the construction of an interchange on United States (US) 50 at Silva Valley Parkway, referred to herein as "PROJECT".
3. COUNTY will perform all PROJECT Plans Specifications and Estimates (PS&E), Right of Way (R/W), and Construction all hereinafter referred to as "WORK". STATE will fund amount of \$1,000,000 toward Construction capital costs and will provide Independent Quality Assurance (IQA) for PROJECT, at no cost to COUNTY.
4. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to WORK.
5. COUNTY is the California Environmental Quality Act (CEQA) lead agency.
6. STATE is the CEQA responsible agency.
7. COUNTY signed and approved the Supplemental Environmental Impact Report on June 28, 2011 pursuant to CEQA. Project Approval and Environmental Document (PA&ED) was completed January 23, 2012 upon approval of the Supplemental Project Report.
8. PARTIES now define herein below the terms and conditions under which PROJECT WORK will be accomplished.

SECTION I

COUNTY AGREES:

1. To perform all PROJECT WORK and fund one hundred percent (100%) of said costs beyond STATE's contribution \$1,000,000 contribution of Proposition 1B state-local partnership program funds, as shown on Exhibit A, attached to and made a part of this Agreement. PROJECT's IQA efforts which will be performed and funded by STATE.
2. To submit an invoice to STATE in the amount of \$300,000 thirty (30) days prior to COUNTY's bid advertising date for PROJECT construction contract.
3. To thereafter on a quarterly basis in arrears, submit invoices to STATE representing STATE's actual share of PROJECT construction capital costs, as detailed on Exhibit A. In no event shall invoices sent to STATE for such costs exceed the amount of \$1,000,000.
4. WORK performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow as shown in Attachment 1, attached to and made a part of this Agreement. WORK shall be submitted to STATE for STATE's review, comment, concurrence, and/or acceptance at appropriate stages of development.
5. WORK, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request STATE to perform any portion of WORK, except as otherwise set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement.
6. To have a detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The final PS&E for PROJECT shall be signed on behalf of COUNTY by a Civil Engineer registered in the State of California. COUNTY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
7. To have all necessary R/W maps and documents used to acquire R/W by COUNTY prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each R/W map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.
8. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PS&E, provide R/W engineering services, provide R/W acquisition services, and provide construction engineering services for PROJECT. COUNTY

agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.

9. To submit to STATE for review, comment, concurrence, and/or approval all R/W Engineering Land-Net Maps and R/W Appraisal Maps, Records of Survey, and R/W Record Maps all prepared in accordance with STATE's R/W Manual, Chapter 6, R/W Engineering, STATE's Plans Preparation Manual, STATE's Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.
10. Personnel who prepare environmental documentation, including investigative studies and technical environmental reports shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, R/W, and Construction phases of PROJECT, and/or to supplement environmental documentation.
11. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto SHS R/W to perform required WORK as more specifically defined elsewhere in this Agreement. COUNTY shall also require COUNTY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
12. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
13. All phases of PROJECT involving State highway facilities, whether handled by COUNTY or STATE, shall be developed in accordance with all policies, procedures, practices, standards, specifications and regulations that apply to STATE.
14. Personnel who prepare R/W maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of R/W Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
15. COUNTY shall include a "conflict of interest" requirement in the PROJECT design consultant contract(s) that prohibits the design consultant from being employed or under contract to the future PROJECT construction contractor.
16. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities

AMENDMENT MODIFICATION SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 03-ED-50
 PREFIX: CMLN
 PROJECT NO: 5925(102)
 SEQ NO: 3
 STATE PROJ NO: 0312000092L-N
 AGENCY: EL DORADO
 ROUTE:
 TIP DATA
 MPO: SACOG
 FSTIP YR: 11/12
 STIP REF:
 DISASTER NO:
 BRIDGE NO'S:

PROJECT LOCATION:
 US 50 FROM BASS LAKE ROAD TO CAMERON PARK DRIVE (PHASE 2A)
 TYPE OF WORK:
 CONSTRUCT HOV LANES
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: FHWA OVERSIGHT REQ
 ENV STATUS / DT: FONSI 06/28/2002
 RW STATUS / DT: 1 10/17/2011
 INV RTE: 000000005001
 BEG MP: 2.9
 END MP: 6.6

PREV AUTH / AGREE DATES:

PE:
 R/W:
 CON: 12/28/2011
 SPR:
 MCS:
 OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
L40E	30	03	F	SACRAMENTO	URBAN	
L40E	31	17	F	SACRAMENTO	URBAN	

FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
CON	PREV. OBLIGATION	\$13,344,738.00	\$5,238,272.00
	THIS REQUEST	\$0.00	\$1,812,466.00
	SUBTOTAL	\$13,344,738.00	\$7,050,738.00
TOTAL:	\$13,344,738.00	\$7,050,738.00	\$0.00

STATE REMARKS

12/19/2011 12/19/11: SEQ#1 - Request CON & CENG authorization; obligation of \$5,238,272 CMAQ funds. Authorization includes \$4,889,793 of local AC (Advance Construction) funds which may be converted to a regular Federal obligation at a later date. Emission Benefits in kg/day: 19ROG, 20NOx, 12 PM10. kbh/aa
 12/22/2011 As shown in supporting documentation attached to this E76 sequence, NEPA document updated on 10/21/2011. aa
 09/11/2012 09/11/12: SEQ#2 - Transferred \$400,000 CMAQ funds from CON to CENG and deobligated \$3,077,327 AC funds per the award. kbh

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: OTH
 FOR: AWARD
 DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: FOON, ROSS
 REVIEWED IN FADS BY:
 SUBMITTED IN FADS BY:
 PROCESSED IN FADS BY:
 APPROVED IN FMIS BY:

ON 10/17/2012 740-4984
 ON
 ON
 ON
 ON

AMENDMENT MODIFICATION SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 03-ED-50
 PREFIX: CMLN
 PROJECT NO: 5925(102)
 SEQ NO: 2
 STATE PROJ NO: 0312000092L-N
 AGENCY: EL DORADO
 ROUTE:
 TIP DATA
 MPO: SACOG
 FSTIP YR: 11/12
 STIP REF:
 DISASTER NO:
 BRIDGE NO'S:

PROJECT LOCATION:
 US 50 FROM BASS LAKE ROAD TO CAMERON PARK DRIVE (PHASE 2A)
 TYPE OF WORK:
 CONSTRUCT HOV LANES
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: FHWA OVERSIGHT REQ
 ENV STATUS / DT: FONSI 06/28/2002
 RW STATUS / DT: 1 10/17/2011
 INV RTE: 000000005001
 BEG MP: 2.9
 END MP: 6.6

PREV AUTH / AGREE DATES:

PE:
 R/W:
 CON: 12/28/2011
 SPR:
 MCS:
 OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
L40E	30	03	F	SACRAMENTO	URBAN	
L40E	31	17	F	SACRAMENTO	URBAN	

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
CON	PREV. OBLIGATION	\$17,162,925.00	\$5,238,272.00	\$4,889,793.00
	THIS REQUEST	\$-3,818,187.00	\$0.00	\$-3,077,327.00
	SUBTOTAL	\$13,344,738.00	\$5,238,272.00	\$1,812,466.00
TOTAL:		\$13,344,738.00	\$5,238,272.00	\$1,812,466.00

STATE REMARKS

12/19/2011 12/19/11: SEQ#1 - Request CON & CENG authorization; obligation of \$5,238,272 CMAQ funds. Authorization includes \$4,889,793 of local AC (Advance Construction) funds which may be converted to a regular Federal obligation at a later date. Emission Benefits in kg/day: 19ROG, 20NOx, 12 PM10. kbh/aa
 12/22/2011 As shown in supporting documentation attached to this E76 sequence, NEPA document updated on 10/21/2011. aa
 09/11/2012 09/11/12: SEQ#2 - Transferred \$400,000 CMAQ funds from CON to CENG and deobligated \$3,077,327 AC funds per the award. kbh

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: OTH
 FOR: AWARD
 DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: FOON, ROSS
 REVIEWED IN FADS BY: AMBROSINI, ADAM
 SUBMITTED IN FADS BY: AMBROSINI, ADAM
 PROCESSED IN FADS BY: HUEY, SHUN
 APPROVED IN FMIS BY: TASIA PAPAJOHN

ON 09/04/2012 740-4984
 ON 09/12/2012 653-3840
 ON 09/12/2012 FOR CALTRANS
 ON 09/14/2012 FOR FHWA
 ON 09/17/2012

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 03-ED-50
 PREFIX: CMLN
 PROJECT NO: 5925(102)
 SEQ NO: 1
 STATE PROJ NO: 0312000092L-N
 AGENCY: EL DORADO
 ROUTE:
TIP DATA
 MPO: SACOG
 FSTIP YR: 11/12
 STIP REF:
 DISASTER NO:
 BRIDGE NO'S:

PROJECT LOCATION:
 US 50 FROM BASS LAKE ROAD TO CAMERON PARK DRIVE (PHASE 2A)
 TYPE OF WORK:
 CONSTRUCT HOV LANES
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: EXEMPT FROM FHWA REVIEW
 ENV STATUS / DT: FONSI 06/28/2002
 RW STATUS / DT: 1 10/17/2011
 INV RTE: 000000005001
 BEG MP: 2.9
 END MP: 6.6

PREV AUTH / AGREE DATES:

PE:
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

<u>PROG CODE</u>	<u>LINE NO</u>	<u>IMPV TYPE</u>	<u>FUNC SYS</u>	<u>URBAN AREA</u>	<u>URB/RURAL</u>	<u>DEMO ID</u>
L40E	30	03	F	SACRAMENTO	URBAN	
L40E	31	17	F	SACRAMENTO	URBAN	

FUNDING SUMMARY

<u>PHASE</u>		<u>PROJECT COST</u>	<u>FEDERAL COST</u>	<u>AC COST</u>
PE	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
CON	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$17,162,925.00	\$5,238,272.00	\$4,889,793.00
	SUBTOTAL	\$17,162,925.00	\$5,238,272.00	\$4,889,793.00
TOTAL:		\$17,162,925.00	\$5,238,272.00	\$4,889,793.00

STATE REMARKS

12/19/2011 12/19/11: SEQ#1 - Request CON & CENG authorization; obligation of \$5,238,272 CMAQ funds. Authorization includes \$4,889,793 of local AC (Advance Construction) funds which may be converted to a regular Federal obligation at a later date. Emission Benefits in kg/day: 19ROG, 20NOx, 12 PM10. kbh/aa
 12/22/2011 As shown in supporting documentation attached to this E76 sequence, NEPA document updated on 10/21/2011. aa

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: CON
 FOR: CON & CENG
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: FOON, ROSS
 REVIEWED IN FADS BY: AMBROSINI, ADAM
 SUBMITTED IN FADS BY: AMBROSINI, ADAM
 PROCESSED IN FADS BY: HUEY, SHUN
 APPROVED IN FMIS BY: MARY CUNNINGHAM

ON 12/15/2011 740-4984
 ON 12/22/2011 653-3840
 ON 12/22/2011 FOR CALTRANS
 ON 12/23/2011 FOR FHWA
 ON 12/28/2011