

**UTILITY AGREEMENT**

RW 13-5 (REV 6/2010)

DISTRICT <b>03</b>	COUNTY <b>ED</b>	ROUTE <b>50</b>	POST MILE <b>1.06/R2.90</b>	EA <b>03-1E290</b>
FEDERAL AID NUMBER <b>N/A</b>		OWNER'S FILE NUMBER <b>CIP Project No. 71328</b>		
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		
<b>UTILITY AGREEMENT NO.</b>	<b>03-UT-2550.3L</b>	<b>DATE</b>	<b>10-16-2012</b>	

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 115kV, 60kV and 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. 2550.3L dated 10/16/12, 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 6/14/12 consisting of 5 sheets and OWNER's Plan No. 30801077 dated 8/15/12 consisting of 1 sheet, 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 81.7% COUNTY expense and 18.3% OWNER expense in accordance with Section 5 of the Master Contract dated November 1, 2004.

**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.

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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, 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.

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V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of COUNTY's request of (date) 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 laws of the State of California shall govern this Agreement. Any litigation arising herein shall be brought in County of El Dorado.

THE ESTIMATED COST TO COUNTY FOR ITS SHARE (81.7%) OF THE ABOVE DESCRIBED WORK IS \$2,140,991.

**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 \_\_\_\_\_

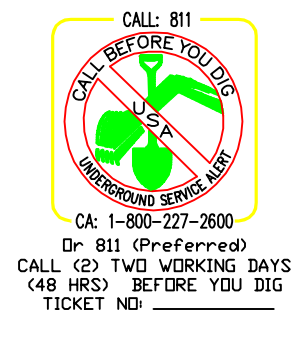
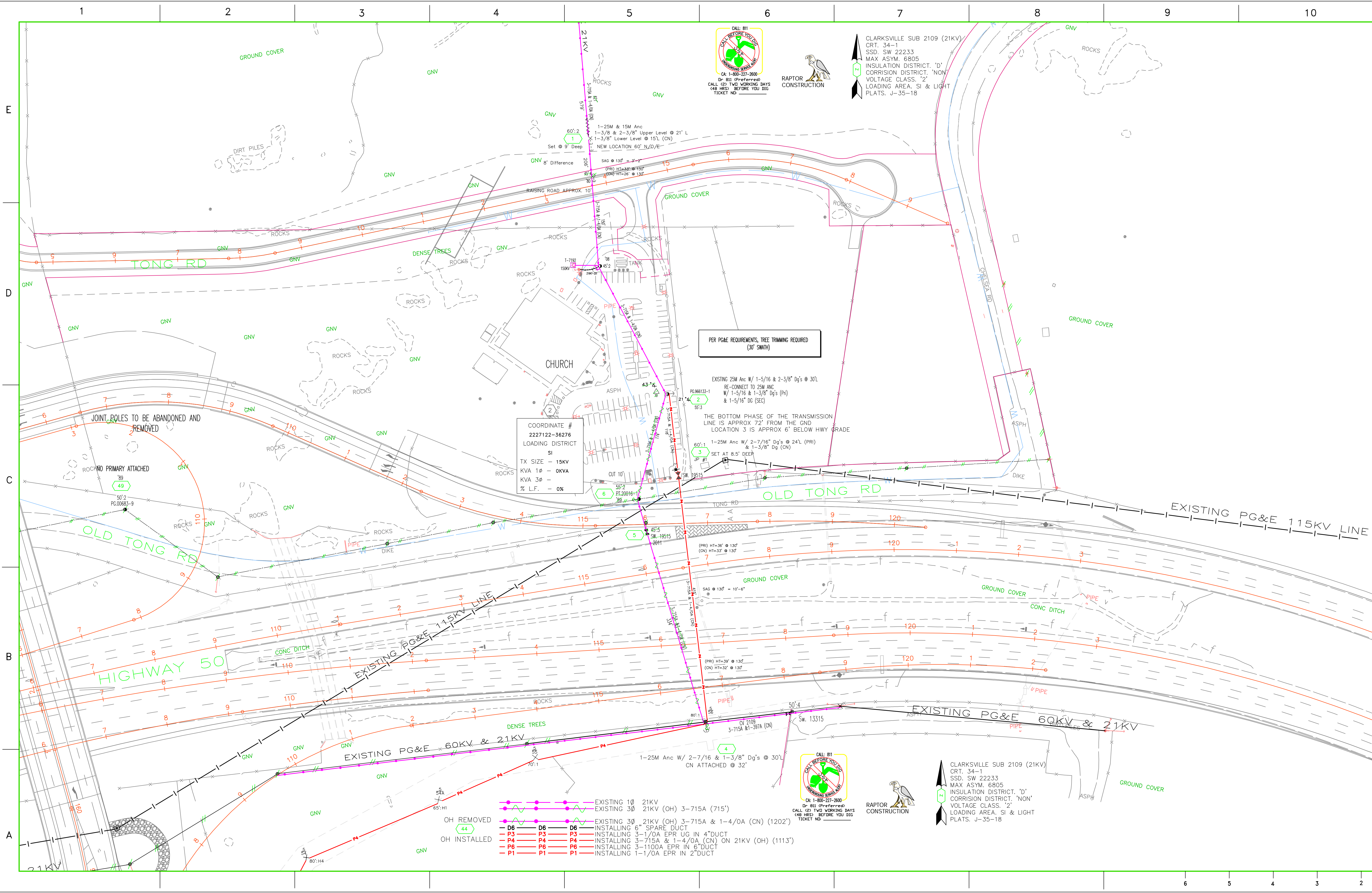
By \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVAL RECOMMENDED:

By \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_





CLARKSVILLE SUB 2109 (21KV)  
 CRT. 34-1  
 SSD. SW 22233  
 MAX ASYM. 6805  
 INSULATION DISTRICT. 'D'  
 CORRISION DISTRICT. 'NON'  
 VOLTAGE CLASS. '2'  
 LOADING AREA. SI & LIGHT  
 PLATS. J-35-18

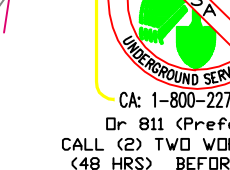
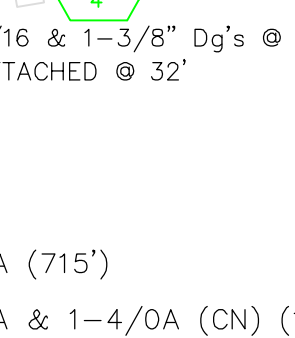
CALL 811  
 BEFORE YOU DIG  
 CL 1-800-277-2600  
 Dr. 811 (916) 499-2600  
 CALL (2) TWO WORKING DAYS  
 (48 HRS) BEFORE YOU DIG  
 TICKET NO.

PER PG&E REQUIREMENTS, TREE TRIMMING REQUIRED  
 (30' SWATH)

EXISTING 25M Anc W/ 1-5/16 & 2-3/8" Dg's @ 30'L  
 RE-CONNECT TO 25M ANC.  
 W/ 1-5/16 & 1-3/8" Dg's (Pri)  
 & 1-5/16" Dg (Sec)

THE BOTTOM PHASE OF THE TRANSMISSION  
 LINE IS APPROX 72' FROM THE GND  
 LOCATION 3 IS APPROX 6' BELOW HWY GRADE

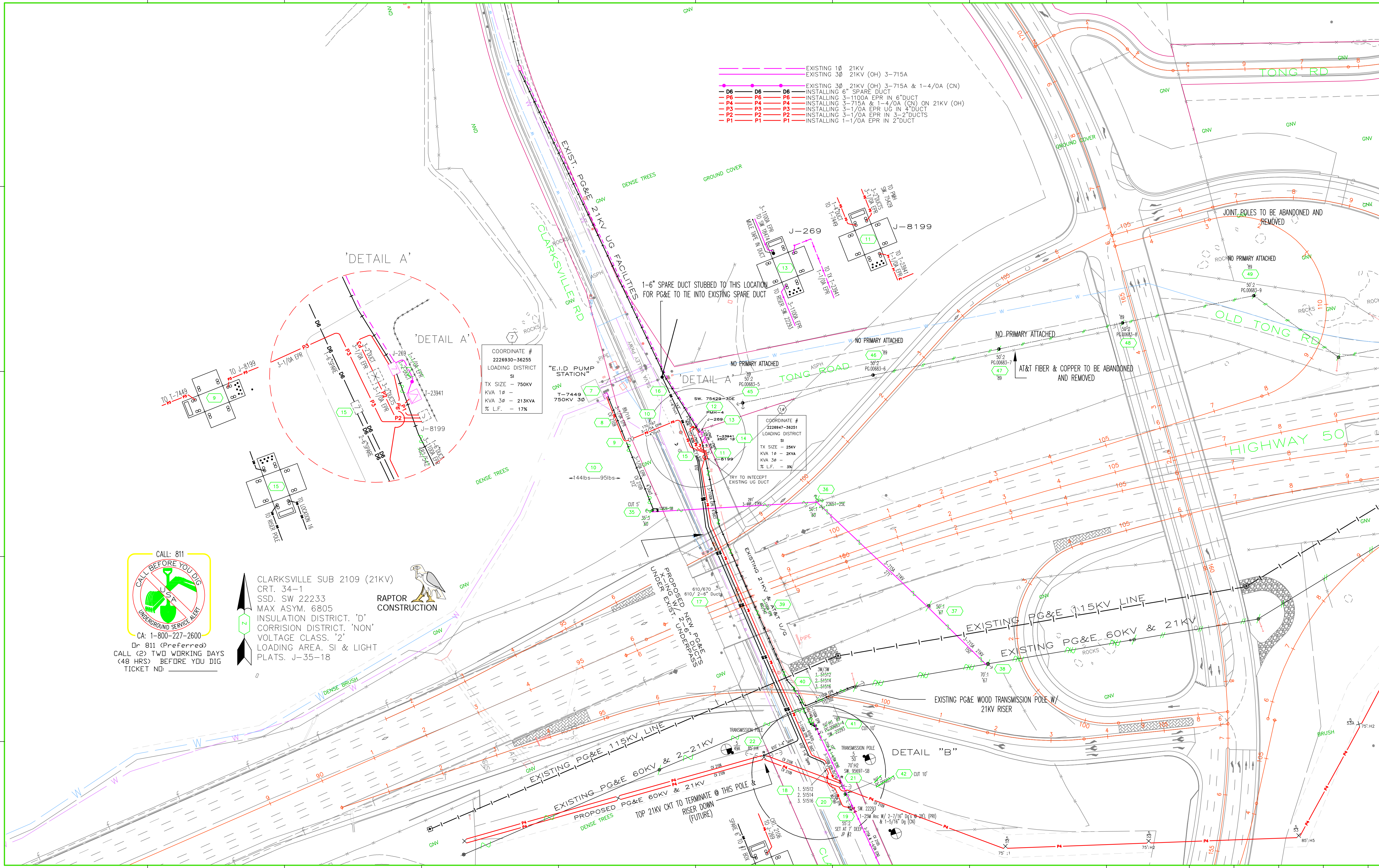
COORDINATE #  
 2227122-36276  
 LOADING DISTRICT  
 SI  
 TX SIZE - 15KV  
 KVA 1Ø - 0KVA  
 KVA 3Ø -  
 % L.F. - 0%



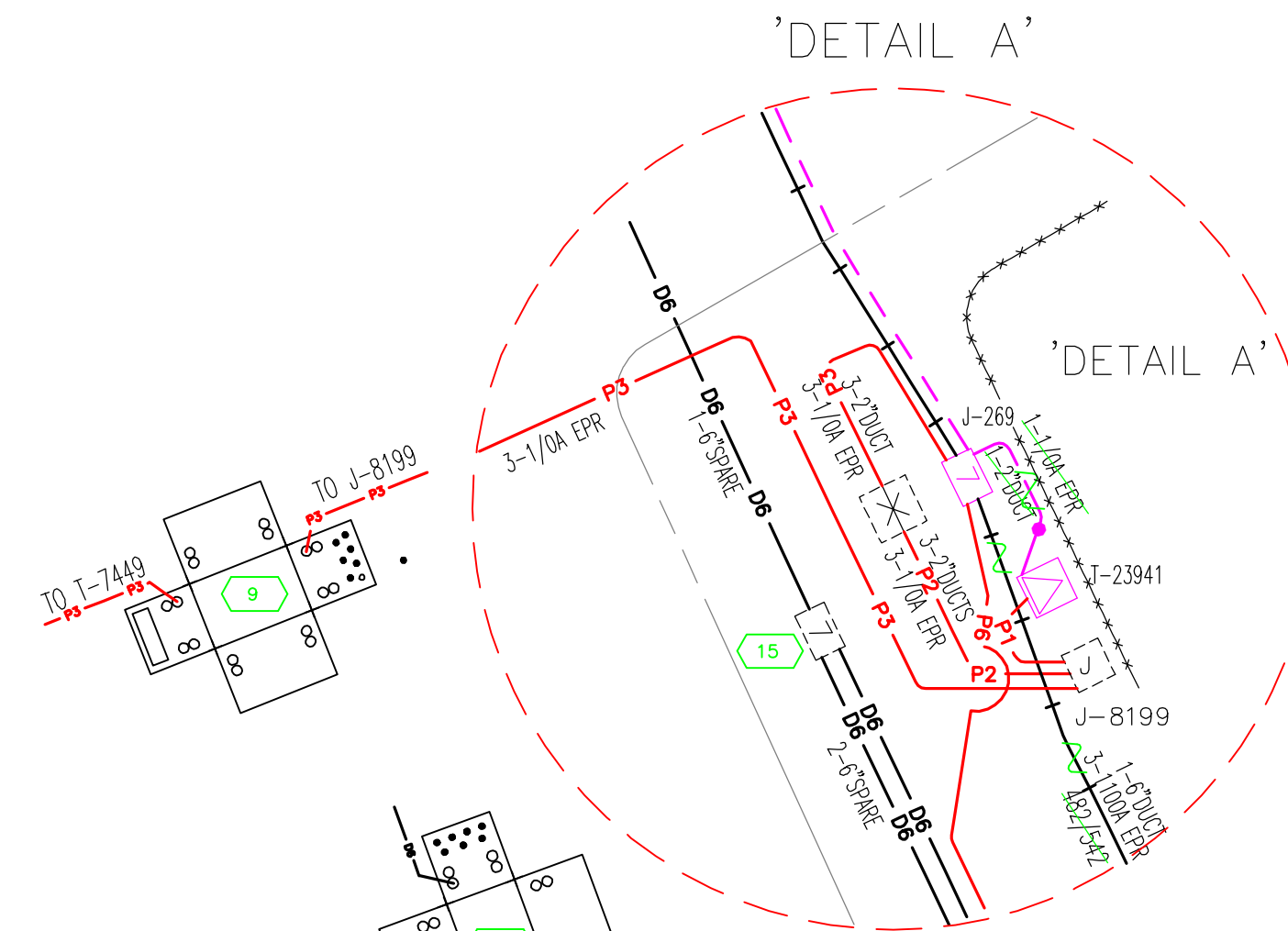
CLARKSVILLE SUB 2109 (21KV)  
 CRT. 34-1  
 SSD. SW 22233  
 MAX ASYM. 6805  
 INSULATION DISTRICT. 'D'  
 CORRISION DISTRICT. 'NON'  
 VOLTAGE CLASS. '2'  
 LOADING AREA. SI & LIGHT  
 PLATS. J-35-18

- 10 21KV
- 3Ø 21KV (OH) 3-715A (715')
- 3Ø 21KV (OH) 3-715A & 1-4/0A (CN) (1202')
- D6 INSTALLING 6" SPARE DUCT
- P3 INSTALLING 3-1/0A EPR UG IN 4" DUCT
- P4 INSTALLING 3-715A & 1-4/0A (CN) ON 21KV (OH) (1113')
- P6 INSTALLING 3-1100A EPR IN 6" DUCT
- P1 INSTALLING 1-1/0A EPR IN 2" DUCT

<b>ENGINEERING AND PLANNING DEPT.</b> 850 STILLWATER RD WEST SACRAMENTO, CA. 95605 PHONE # 916-760-1978 FAX # 916-760-9871		CO: _____ SD: 10407038 Other: GENERAL LAYOUT SHEETS: 1 OF 2 PM: 30855164 REV. 2
EST: MIKE PRANGLEY ADE: STEVE DETRICK SUPV: BRAD RICE REP: ORIE DAVIS PLANR: JESSE KHOURJIA SCALE: N.T.S. DATE: 06.14.2011	ORDER # _____ DWN CHKD SUPV _____ APVD BY _____ NO. _____ DATE _____ DESCRIPTION _____ REVISIONS _____	<b>US 50 @ SILVA VALLEY INTERCHANGE</b> UTILITY RELOCATIONS CLARKSVILLE SUBSTATION CIRCUIT EL DORADO HILLS.



- EXISTING 1Ø 21KV
- EXISTING 3Ø 21KV (OH) 3-715A
- D6 D6 D6 EXISTING 3Ø 21KV (OH) 3-715A & 1-4/0A (CN)
- P6 P6 P6 INSTALLING 6" SPARE DUCT
- P4 P4 P4 INSTALLING 3-1100A EPR IN 6" DUCT
- P3 P3 P3 INSTALLING 3-715A & 1-4/0A (CN) ON 21KV (OH)
- P2 P2 P2 INSTALLING 3-1/0A EPR US IN 4" DUCT
- P1 P1 P1 INSTALLING 3-1/0A EPR IN 3-2" DUCTS
- P1 P1 P1 INSTALLING 1-1/0A EPR IN 2" DUCT

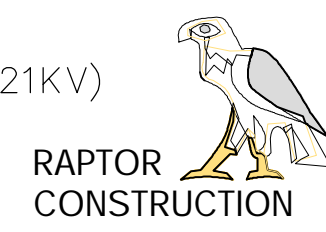


COORDINATE #  
2226930-36255  
LOADING DISTRICT  
SI  
TX SIZE - 750KV  
KVA 1Ø -  
KVA 3Ø - 213KVA  
% L.F. - 17%

COORDINATE #  
2226947-36251  
LOADING DISTRICT  
SI  
TX SIZE - 25KV  
KVA 1Ø - 2KVA  
KVA 3Ø -  
% L.F. - 3%

CALL: 811  
**CALL BEFORE YOU DIG**  
UNDERGROUND SERVICE ALERT  
CA: 1-800-227-2600  
Or 811 (Preferred)  
CALL (2) TWO WORKING DAYS  
(48 HRS) BEFORE YOU DIG  
TICKET NO:

CLARKSVILLE SUB 2109 (21KV)  
CRT. 34-1  
SSD. SW 22233  
MAX ASYM. 6805  
INSULATION DISTRICT, 'D'  
CORRISION DISTRICT, 'NON'  
VOLTAGE CLASS. '2'  
LOADING AREA, SI & LIGHT  
PLATS. J-35-18

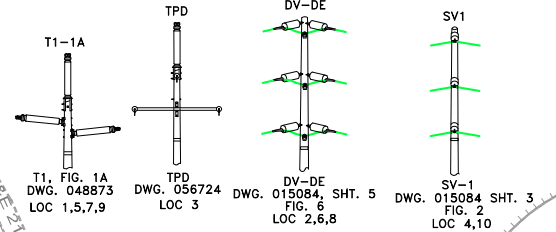
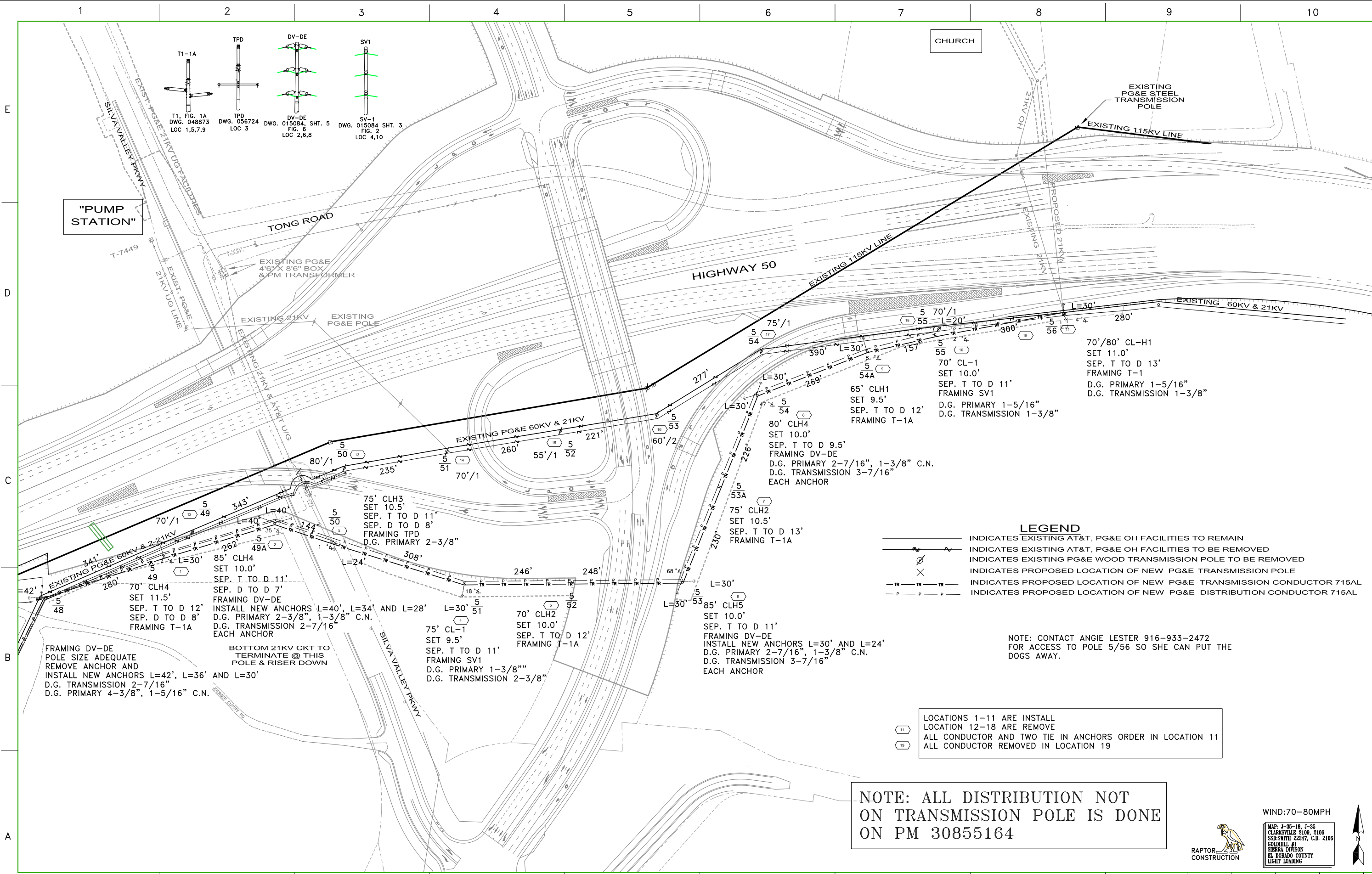


CO: ENGINEERING AND PLANNING DEPT. SD: 850 STILLWATER RD NOTE: 10407838 Other: GENERAL LAYOUT SH: 1 OF 2 PM: 30855164 SHEETS REV. 2	
EST: MIKE PRANGLEY ADE: STEVE DETRICK SUPV: BRAD RICE REP: ORIE DAVIS PLNR: JESSE KHOURIQA DATE: 06.14.2011 SCALE: N.T.S.	
ORDER # DWN CHKD SUPV APVD BY NO. DATE DESCRIPTION REVISIONS	
US 50 @ SILVA VALLEY INTERCHANGE UTILITY RELOCATIONS CLARKSVILLE SUBSTATION CIRCUIT EL DORADO HILLS.	









"PUMP STATION"

CHURCH

TONG ROAD

HIGHWAY 50

EXISTING 115KV LINE

EXISTING PG&E STEEL TRANSMISSION POLE

EXISTING PG&E 4'6" X 8'6" BOX & PM TRANSFORMER

EXISTING 21KV

EXISTING PG&E POLE

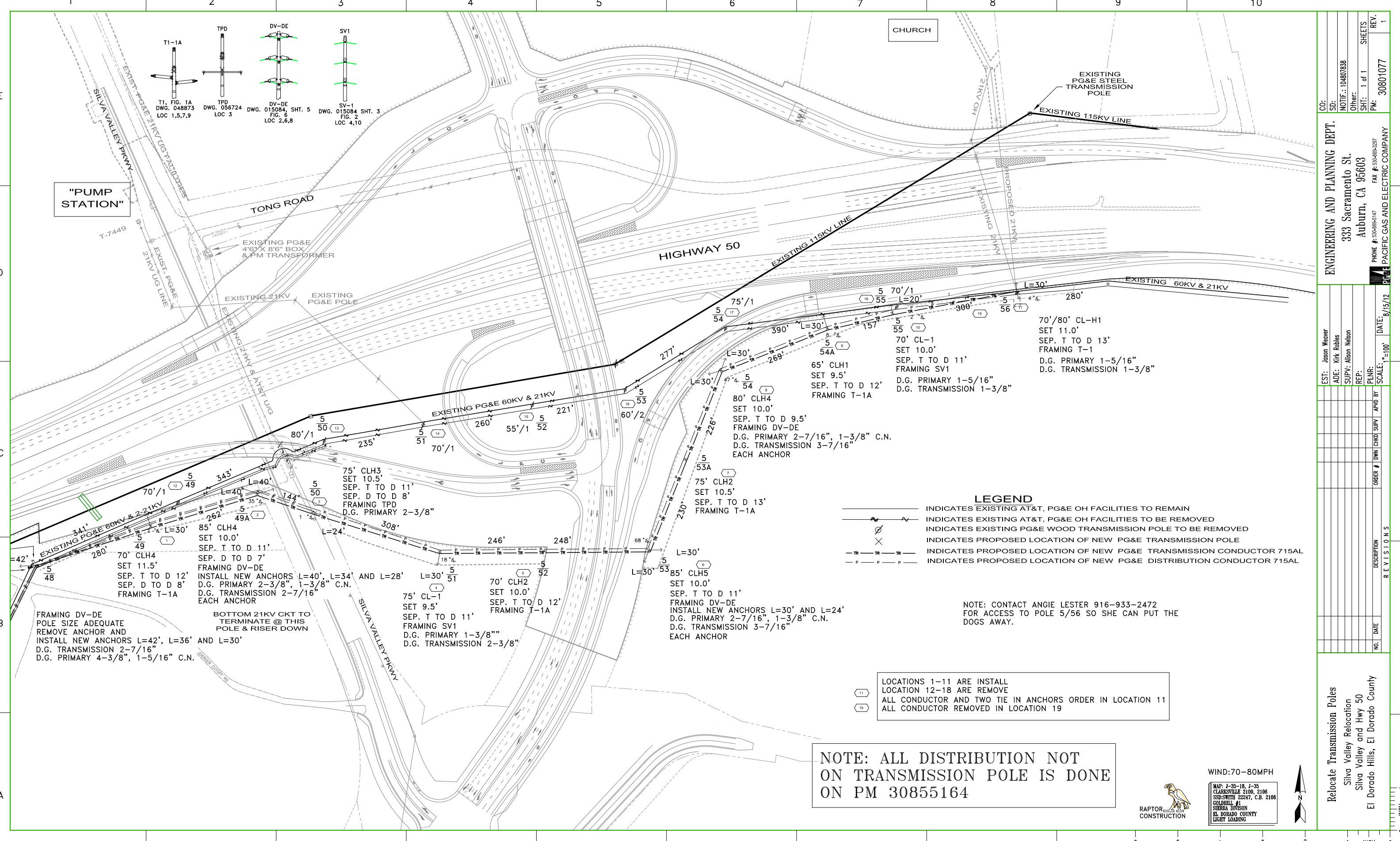
EXISTING PG&E 60KV & 21KV

EXISTING 115KV LINE

PROPOSED 21KV

EXISTING 21KV

EXISTING 60KV & 21KV



**LEGEND**

- INDICATES EXISTING AT&T, PG&E OH FACILITIES TO REMAIN
- - - INDICATES EXISTING AT&T, PG&E OH FACILITIES TO BE REMOVED
- ⊗ INDICATES EXISTING PG&E WOOD TRANSMISSION POLE TO BE REMOVED
- ⊕ INDICATES PROPOSED LOCATION OF NEW PG&E TRANSMISSION POLE
- TR — INDICATES PROPOSED LOCATION OF NEW PG&E TRANSMISSION CONDUCTOR 715AL
- - - INDICATES PROPOSED LOCATION OF NEW PG&E DISTRIBUTION CONDUCTOR 715AL

NOTE: CONTACT ANGIE LESTER 916-933-2472 FOR ACCESS TO POLE 5/56 SO SHE CAN PUT THE DOGS AWAY.

LOCATIONS 1-11 ARE INSTALL  
 LOCATION 12-18 ARE REMOVE  
 ALL CONDUCTOR AND TWO TIE IN ANCHORS ORDER IN LOCATION 11  
 ALL CONDUCTOR REMOVED IN LOCATION 19

**NOTE: ALL DISTRIBUTION NOT ON TRANSMISSION POLE IS DONE ON PM 30855164**



WIND: 70-80MPH  
 MAP: J-35-16, J-35  
 CLARKVILLE 2109, 2106  
 SSS-SMITH 2247, C.B. 2106  
 GOLDHILL #1  
 SIERRA DIVISION  
 EL DORADO COUNTY  
 LIGHT LOADING

CO:	NOTICE: 104807838
SD:	Other: 1 of 1 SHEETS
PM:	30801077
DATE:	9/15/12
SCALE:	1"=100'
EST:	Jason Weaver
ADE:	Kirk Robles
SUP:	Alison Nelson
REP:	
PLNR:	
ORDER #	
DWG CHKD	
SUPY	
APVD BY	
NO.	
DATE	
DESCRIPTION	
REVISIONS	

**ENGINEERING AND PLANNING DEPT.**  
 333 Sacramento St.  
 Auburn, CA 96803  
 PHONE # 530-886-5147 FAX # 530-886-5297  
 PACIFIC GAS AND ELECTRIC COMPANY

Relocate Transmission Poles  
 Silva Valley Relocation  
 Silva Valley and Hwy 50  
 El Dorado Hills, El Dorado County