

**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-2550.1LA</b>	<b>DATE</b>	<b>10-30-2012</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 60 kV 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. 2550.1LA 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. 30801077 dated 8-15-2012 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 100% COUNTY expense and 0% OWNER expense in accordance with Section 5a of the Master Contract dated November 1, 2004.

Total Cost:	\$ 853,380
County Liability:	\$ 853,380
Owner Liability:	\$ 0

**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, 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 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 (100%) OF THE ABOVE DESCRIBED WORK IS \$853,380.

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

COUNTY: El Dorado

OWNER: PG&E

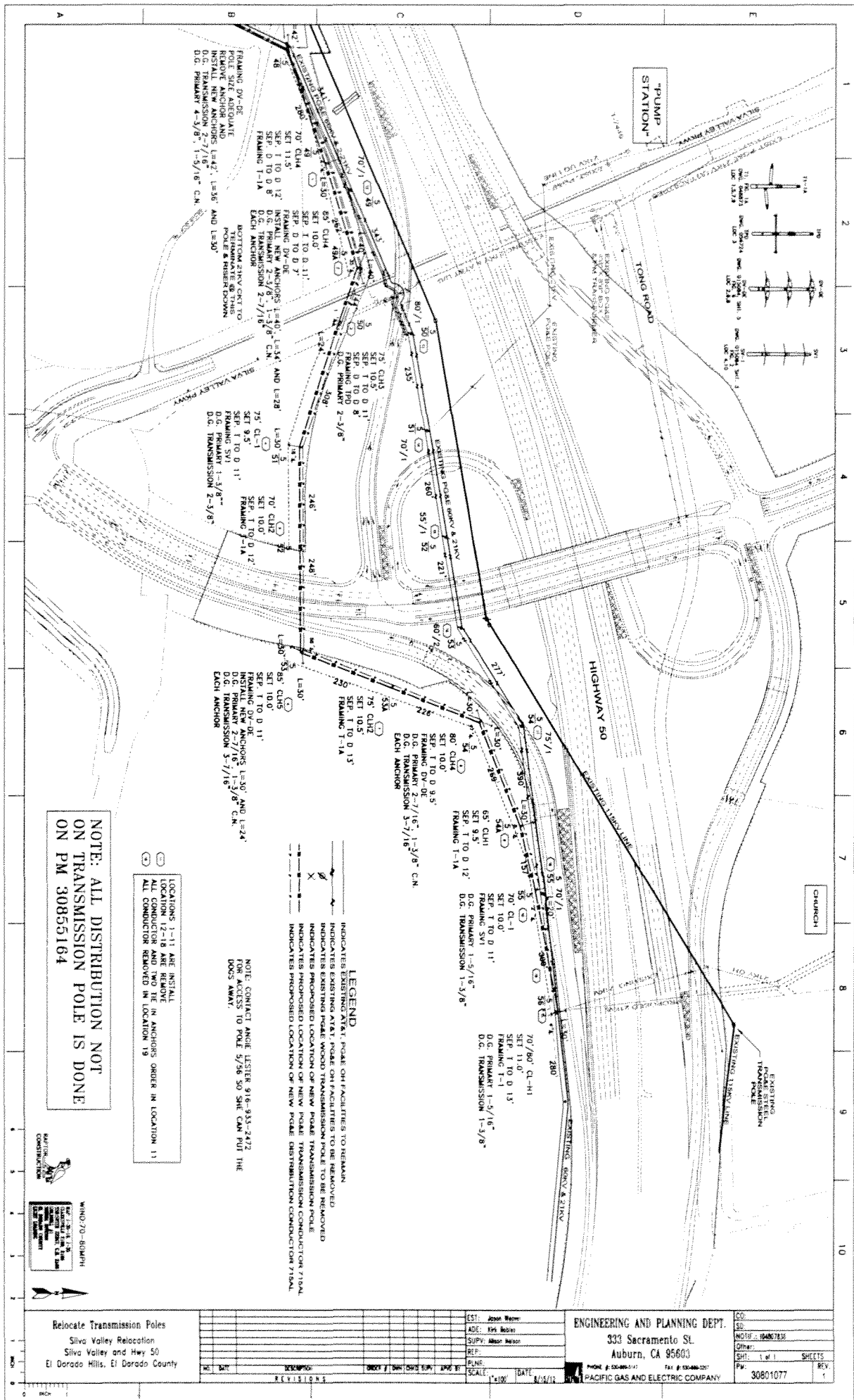
By \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Name Douglas Mayakawa  
Director  
Land Management  
Title \_\_\_\_\_

APPROVAL RECOMMENDED:

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

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



**NOTE: ALL DISTRIBUTION POLES ON TRANSMISSION POLE IS DONE ON PM 30855164**

LOCATIONS 1-11 ARE INSTALL  
 LOCATIONS 12-18 ARE REMOVE  
 ALL CONDUCTOR REMOVED IN LOCATION 13

**NOTE: CONTACT ANGLE LESTER 918-933-2472 FOR ACCESS TO POLE 5/56 SO SHE CAN PUT THE DOGS AWAY.**

**LEGEND**  
 INDICATES EXISTING AT&T POLES OR FACILITIES TO REMAIN  
 INDICATES EXISTING POLE WOOD TRANSMISSION POLES TO BE REMOVED  
 INDICATES PROPOSED LOCATION OF NEW POLE TRANSMISSION POLE  
 INDICATES PROPOSED LOCATION OF NEW POLE DISTRIBUTION CONDUCTOR 7 TALL

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

NO.	DATE	DESCRIPTION	BY	CHECKED	DATE	APPROVED

ENGINEERING AND PLANNING DEPT.  
 333 Sacramento St.  
 Auburn, CA 95603  
 PHONE # 530-885-1111 FAX # 530-886-2207  
 PACIFIC GAS AND ELECTRIC COMPANY

CO:	30801077
NO:	12-1231 2B
DATE:	12/18/03
SHT.:	1 of 1
REV.:	1