

UTILITY AGREEMENT

County	Route	P.M.	Project #
County of Shasta			No. 702977
Fed. Aid. No. HRRRL-5906(115)			
Owner's File: Olinda Road Cycle 5 Widening			
FEDERAL PARTICIPATION: On the Project : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
On the Utilities: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

UTILITY AGREEMENT NO. 702977-PG&E

The County of Shasta hereinafter called "LOCAL AGENCY" proposes to widen Olinda Road between Green Leaf Lane and Sammy Lane, in the Happy Valley area, Shasta County, California.

And PG&E hereinafter called "OWNER" owns and maintains aerial electric facilities within the limits of LOCAL AGENCY's project that requires the 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. 702977-A dated January 8, 2018, OWNER shall relocate aerial electric facilities within said project limits. All work shall be performed substantially in accordance with OWNER's Plan No. PM 31221417, consisting of one (1) sheet, which by this reference are made a part hereof. 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 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 receipt 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 are in their present position pursuant to prescriptive rights prior and 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.

IV. PAYMENT FOR WORK:

The LOCAL AGENCY shall pay its share of the actual 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 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) 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 on 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 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 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 and 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. 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 (\$16,887) 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.

$$\text{Estimated Cost } \$16,887 \times 125\% = \$21,108.75$$

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 Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.

V. GENERAL CONDITIONS:

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.

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 Caltrans 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.

SIGNATURE PAGE FOLLOWS

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

OWNER
PACIFIC GAS & ELECTRIC

By: _____

Date: _____

APPROVED:
COUNTY
COUNTY OF SHASTA

By: _____

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

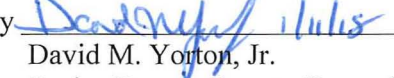
ATTEST:

APPROVED AS TO FORM:


LAWRENCE G. LEES
Clerk of the Board of Supervisors

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

By  _____
David M. Yorton, Jr.
Senior Deputy County Counsel

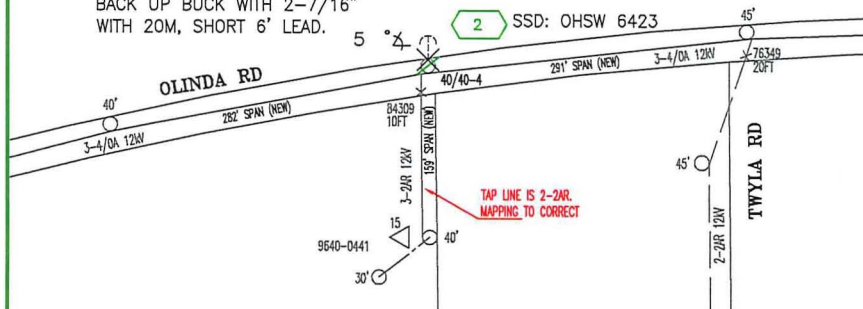
RISK MANAGEMENT APPROVAL

By:  01/12/18
Jim Johnson
Risk Management Analyst III

RELOCATE POLES, OLINDA RD

ASSD: RECLOSER 1550

LOCATION 2:
REMOVE EXISTING 40-5 POLE AND FRAMING.
SET NEW 40-4, SET 5' NORTH OF OLD LOCATION, LIGHT ANGLE
RAPTOR FRAMING ON 3-4/OA, 8' COMPOSITE BUCK FOR 2-2AR.
INSTALL NEW PT75H/10 IF NEEDED.
BACK UP BUCK WITH 2-7/16" WITH 20M, SHORT 6' LEAD.

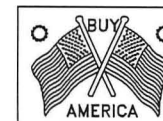


VICINITY SKETCH
40.4415, -122.3498



VICINITY SKETCH
40.4431, -122.3734

SITE CONTACT:
BRANDON MAGBY
530-225-5472



FIRE AREA NON-EXEMPT EQUIPMENT STAMP

Identify the Subject Pole Fire Area District (Per Doc. #072148 and Utility Bulletin TB-23018-004):

☐ FWA ☐ SFA ☐ LNA

☐ ONF ☐ UNF

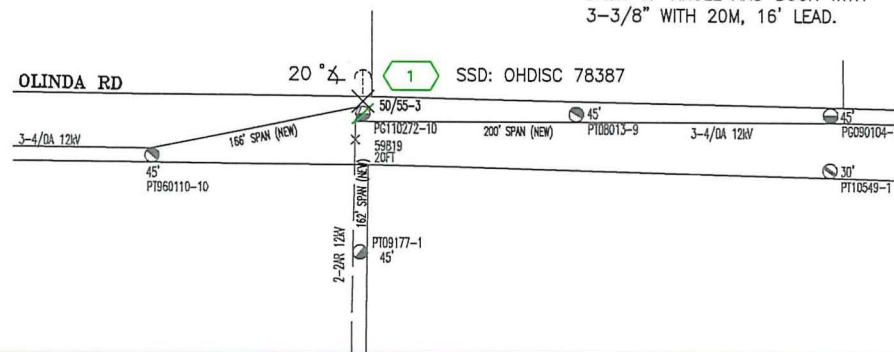
For the Power Line Fire Prevention Field Guide, the equipment being installed is:

☐ Exempt ☐ Non-Exempt ☐ N/A

☐ If installing Non-Exempt Equipment in a Fire Area, verify in SAP that the CH-25 has been ordered.

By: KELLY ANDERSON (LJMS, 11/15/2017)
Signature, Name (Corp ID), Date

LOCATION 1:
REMOVE EXISTING 50-3 POLE AND FRAMING.
SET NEW 55-3, SET 10' NORTH OF OLD LOCATION, MEDIUM ANGLE
RAPTOR FRAMING ON 3-4/OA, 8' COMPOSITE BUCK FOR 2-2AR.
INSTALL NEW PT75H/20 IF NEEDED.
BACK UP ANGLE AND BUCK WITH 3-3/8" WITH 20M, 16' LEAD.



CONSTRUCTION SKETCH OLINDA RD ANDERSON	EST: KELLY ACRIDGE	530-246-6586
	ADE: TIMOTHY BROCK	530-246-6526
	SUPV: LEW BLEVINS	530-246-6444
	REP: PETE PEREZ	530-246-6584
	PLNR: DAN SPENCER	530-758-4724
NO ENVIRONMENTAL ISSUES Know what's below. Call before you dig.	NOTIFY: 111358863	JPA: PGT70025FY
	SCALE: 1"=100'	DATE: 4/3/17
	PM: 31221417	SHEET: 1 OF 1 REV. 1
	GAS MAP:	NEAR LOC:
	GAS CONFLICT:	
VOLTAGE AREA: 2 CKT. MAP: n/a ELEC. MAP: R30 SOURCE SIDE DEVICE: SEE SKETCH SUB & CIRCUIT: JESSUP 1102/2 DSGN SAG: LT RURAL RAPTOR ZONE: Y LOADING AREA: ITM ARRESTER DIST: 1 CORROSION AREA: N INSULATION DIST: D EXEMPT EQUIP. INST: Y FIRE AREA: SRA		