

ACTUAL COST CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 2015, by and between The City of Fresno (Agency), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E),

RECITALS:

1. PG&E owns, operates, and maintains certain overhead electric 230kV transmission lines known as the Gates-Gregg circuit within an existing PG&E easement (PG&E's Facilities).
2. Agency contemplates construction of the Veterans Boulevard Overcrossing in the vicinity of Golden State and Hayes Ave., in the City of Fresno, California, which will necessitate the rearrangement of PG&E's Facilities.
3. Agency has requested and PG&E is willing to rearrange PG&E's Facilities to accommodate Agency's project.

AGREEMENT:

1. Upon the receipt by PG&E of notice in writing from Agency, PG&E will commence and thereafter diligently prosecute the rearrangement of PG&E's Facilities as nearly as possible in accordance with PG&E's Drawing No. 3009309, attached hereto and marked Exhibit A, provided, however, that PG&E shall not be obligated to perform such work until necessary land rights have been acquired in a form satisfactory to PG&E for any of PG&E's Facilities that must be replaced in a new location (the New Location).
2. In the event the construction of temporary facilities is necessary, PG&E may use lands owned or controlled by Agency for the purpose of making such temporary installation provided that Agency shall have approved the location thereof. Upon completion of construction of such facilities in their permanent location, PG&E shall remove all temporary facilities.
3. During the progress of the work, PG&E may bill Agency not more than once every other month for 90% of the actual costs incurred by PG&E not previously reimbursed by Agency to the date of such billing, and Agency shall reimburse PG&E therefor. Upon the completion of the work, Agency shall reimburse PG&E for 100% of the actual net cost which PG&E has incurred in effecting the rearrangement of its facilities including costs, if any, involved in any temporary

rearrangement with credit given to Agency for any interim payments made in accordance with this paragraph. The net cost is presently estimated to be \$ 453,000

4. Agency shall acquire, at no cost to PG&E and in a form satisfactory to PG&E, all necessary permits required for the temporary or permanent rearrangement of PG&E's Facilities from governmental agencies having jurisdiction over the same and shall file any statement required by, and otherwise comply with the applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 et seq.).

5. For such portion of PG&E's existing facilities as will remain in the present location on land or rights of way acquired by Agency, the parties will enter into a Consent to Common Use in the form attached and marked Exhibit B.

6. Actual cost will be determined in accordance with the uniform system of accounts prescribed for utility companies by the Public Utilities Commission of the State of California and PG&E's regularly established accounting practices and will include, but shall not be limited to, the following charges: survey costs, acquisition of land rights, labor and payroll taxes, materials and supplies, transportation, stores and tool expense, supervision and overheads, including allowance for funds used during construction, and an allowance for worker's compensation and public liability and property damage insurance, and estimated federal and state taxes.

7. Actual net cost shall be actual cost reduced by the following:

- (a) betterment, defined as replacements costing more than the replaced facilities because of greater capacity, durability or efficiency.
- (b) salvage value of any materials removed and retained by PG&E, the replacement cost of which is charged to Agency.

8. Upon completion of the work, PG&E may submit to Agency an un-itemized preliminary invoice for the actual charges recorded to date, less an amount for estimated salvage and betterment, if any, and Agency, within thirty (30) days after receipt of PG&E's invoice, shall reimburse PG&E therefor.

9. Within thirty (30) days after receipt of PG&E's itemized invoice for the additional amount due PG&E, Agency shall reimburse PG&E for the amount billed pursuant to PG&E's itemized invoice for the additional amount due to PG&E, provided, however, that Agency shall have reasonable access to PG&E's accounts and records for the purpose of auditing said invoice. If, after the itemized invoice is prepared, it is determined that the actual net cost is less than any

amount previously paid by Agency under this Agreement, PG&E shall reimburse Agency, within 30 days of discovery, the amount of the difference between the amount paid and the actual net cost, without interest.

10. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by duly authorized officers this day and year first hereinabove set forth.

CITY OF FRESNO,
a California municipal corporation

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Scott Mozier, PE, Director
Department of Public Works

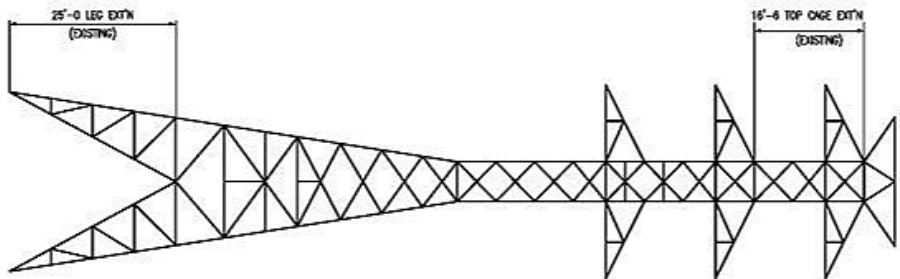
By: _____
Ettore Minor
Manager, Land Rights &
Encroachment Management

ATTEST:
YVONNE SPENCE, CMC
City Clerk

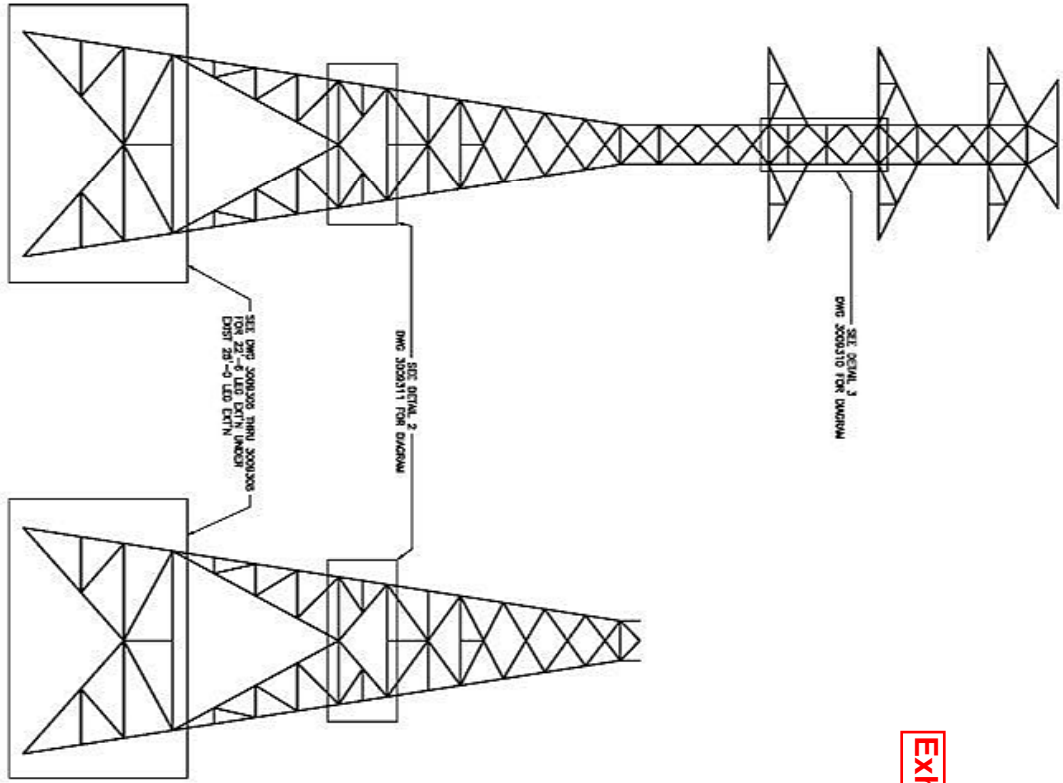
By: _____
Deputy

APPROVED AS TO FORM:
City Attorney's Office

By: _____
Raj Singh Badhesha
Deputy City Attorney



EXIST. TOWER 4G
TRANSMISSION FAC
TOWER 56/239



NEW TOWER 4G
TRANSMISSION FAC
TOWER 56/239

LONGITUDINAL FACE

Exhibit A

ACCEPTED
ENGINEERING DEPARTMENT
BY: Tony Lau on Jun 03, 2014

TOWER DRAFTING SERVICES
4750 BRITTON ST. PLYMOUTH, PA 15081

REV	DATE	DESCRIPTION	JOB NO.	CHKD BY	APP'D	REV	DATE	DESCRIPTION	JOB NO.	CHKD BY	APP'D	REV	DATE	DESCRIPTION	JOB NO.	CHKD BY	APP'D	REV	DATE	DESCRIPTION
1		ISSUED FOR CONSTRUCTION																		

NOTES:
 ALL MATERIAL TO BE GALVANIZED PER ASTM-A123
 ALL WPTL, ASTM-A572 GR50 UNLESS NOTED
 ● DENOTES ASTM A36
 ● ALL NEW BOLTS SHALL BE 5/8" ASTM-A304, TYPE 1 OR 2 UNLESS NOTED
 ● ALL BOLTS SHALL BE 11/16" UNLESS NOTED
 ● DENOTES FIELD DRILLED HOLES
 ● ALL FIELD DRILLED HOLES AND DAMAGED AREAS SHALL BE REPAIRED WITH ROBERTSON ZINC RICH PRIMER OR EQUIVALENT. PRIOR TO ALL FIELD MARKS WITH DL

CIVIL
 MODIFICATION OF TYPE 4G TOWER
 GATES-ORRIG HERNDON-REARNEY 230 KV T/L
 ARRANGEMENT DIAGRAM
 DEPARTMENT OF ENGINEERING
 PACIFIC GAS AND ELECTRIC COMPANY
 SAN FRANCISCO, CALIFORNIA

REVISION 1
 DATE: 06/03/14
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APP'D BY: [blank]
 DATE: 06/03/14

300930911