

**MEMORANDUM**  
**DEPARTMENT OF PUBLIC WORKS**  
**County of Placer**

TO: BOARD OF SUPERVISORS

DATE: June 18, 2013

FROM: KEN GREHM / BOB COSTA

SUBJECT: **ATWOOD ROAD RULE 20A OVERHEAD UTILITY CONVERSION PROJECT AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY**

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**ACTION REQUESTED / RECOMMENDATION**

1. Adopt a Resolution authorizing the Director of Public Works to execute an agreement with County Counsel and Risk Management's review and approval, with Pacific Gas and Electric Company (PG&E) for the design and construction of the Atwood Road Rule 20A Overhead Utility Conversion Project. The net County cost for this action would be up to \$20,000.

**BACKGROUND / SUMMARY**

In 1968, the California Public Utility Commission (PUC) adopted regulations, commonly referred to as Rule 20A, mandating that electric utility companies set aside 2% of their gross revenues for the purposes of converting overhead systems to underground locations. Placer County actively participates in this program, with numerous projects completed and planned. The primary benefit of such projects is the removal of heavy concentrations of unsightly overhead utility wires in areas of visual interest or business districts.

Your Board approved formation of the Atwood Road Utility Conversion District on December 1, 1998, by Resolution 98-278. A map of the project area is included as Attachment 1 to this memorandum. This is the next programmed Rule 20A project to be initiated following completion of current utility conversion projects along Placer Hills Road in Meadow Vista and along Highway 49 in the north Auburn area. Rule 20A projects in this area are typically designed and constructed by PG&E, though benefitting jurisdictions are expected to assist with certain activities, such as easement acquisitions and coordination with property owners.

The California Public Utilities Commission, at PG&E's request, approved a "Rule 20A General Conditions Agreement" (Agreement) in December 2012. The intent of this agreement is to better define the roles and responsibilities of PG&E and the participating jurisdiction for utility conversion projects. The Atwood Road project is the first such project in Placer County subject to the new PG&E agreement. Based upon County concerns with the adopted agreement provisions, PG&E indicated their willingness to include a "Letter of Clarification" to supplement the provisions of concern. The proposed Agreement and related Letter of Clarification are attached as Attachment 2.

Provision 20 of the Agreement requires the waiver of all project related fees and charges, including permit fees, plan review, construction inspection and materials testing charges. PG&E's basis for such a waiver is that these are projects built for the benefit of the participating jurisdiction, and that these agency fees and charges are ineligible for use of Rule 20A funds. County staff involvement in Rule 20A project planning and administration, right-of-way acquisition, and property owner coordination are funded through the County General Fund. Historically, departments have waived or reduced certain charges for these projects, but have charged PG&E for minimal construction inspection and materials testing. For this project we have reached an understanding with PG&E that they hire a consultant for materials testing, to be funded with Rule 20A funds. However, County plan review, permitting, and inspection and project oversight charges must be waived per the terms of the agreement.

**ENVIRONMENTAL**

This action is not a project, as defined by Public Resources Code Section 21065, and is therefore exempt from environmental review under California Environmental Quality Act (CEQA).

**FISCAL IMPACT**

County staff time for administration of the Rule 20A utility conversion program is budgeted annually through Public Works' NPDES Division, though the budget does not include funding to cover costs incurred by other departments. For this project, the Community Development Resource Agency's Engineering and Surveying Department estimates that waiver of plan review and construction inspection charges may be in the range of \$15,000-\$20,000. This is an impact to the County General Fund that would not be offset by development fee revenues.

Attachments: Resolution

Attachment 1- Atwood Road Utility Conversion Project Area Map

Attachment 2- Copy of Rule 20A General Conditions Agreement and Letter of Clarification

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN AGREEMENT, WITH COUNTY COUNSEL & RISK MANAGEMENT'S REVIEW & APPROVAL, WITH PACIFIC GAS AND ELECTRIC COMPANY (PG&E) FOR THE DESIGN AND CONSTRUCTION OF THE ATWOOD ROAD RULE 20A OVERHEAD UTILITY CONVERSION PROJECT. THE NET COUNTY COST FOR THIS ACTION WOULD BE UP TO \$20,000.

Resol. No. \_\_\_\_\_

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on \_\_\_\_\_ by the following vote on roll call:

Ayes:

Noes:

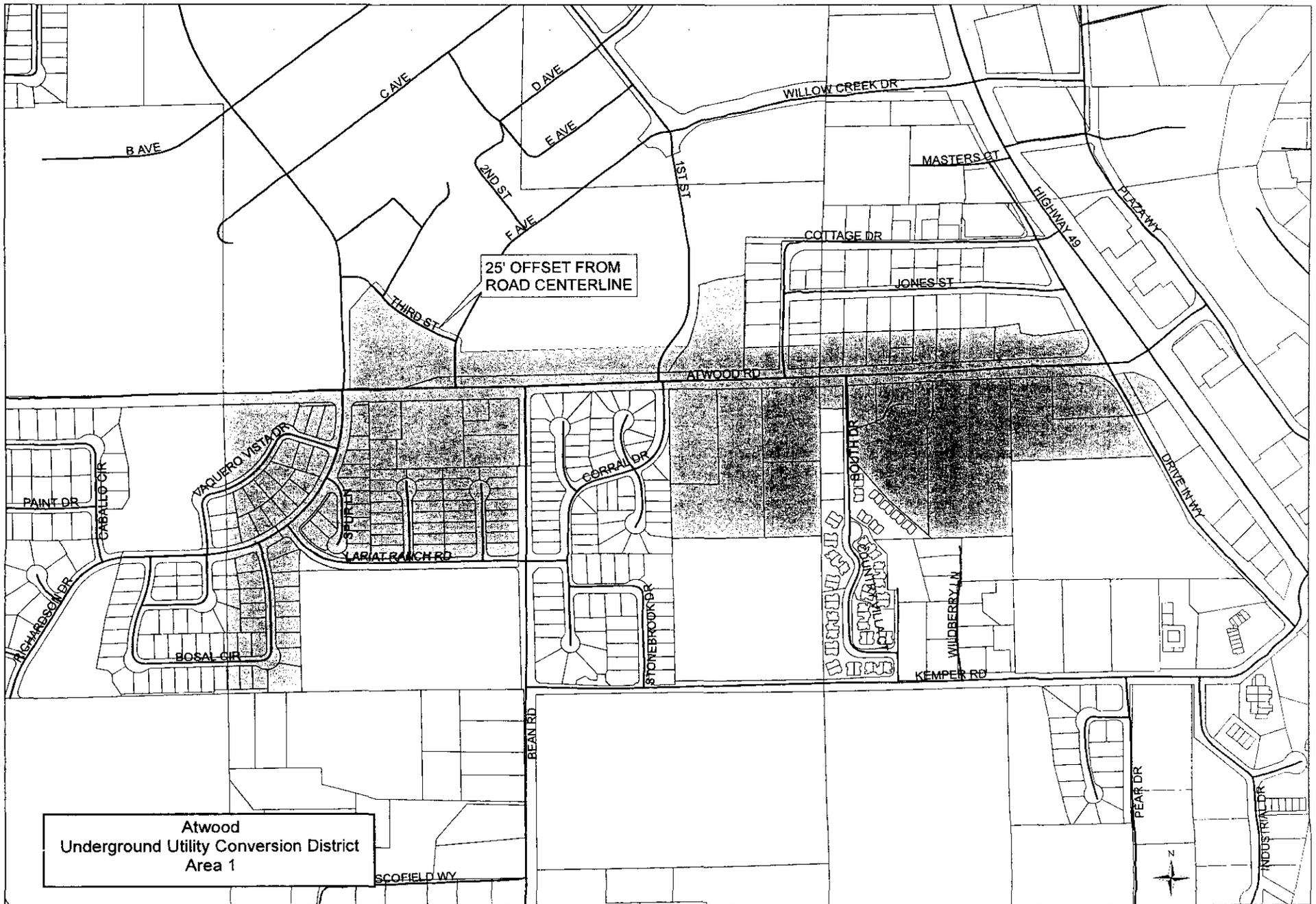
Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:  
Clerk of said Board

\_\_\_\_\_  
\_\_\_\_\_  
**BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Director of Public Works to execute an agreement, with County Counsel and Risk Management's review and approval, with Pacific Gas and Electric Company (PG&E) for the design and construction of the Atwood Road Rule 20A Overhead Utility Conversion Project. The net County cost for this action would be up to \$20,000.



Atwood  
Underground Utility Conversion District  
Area 1

312



Pacific Gas and Electric Company

Agreement to Perform  
Tariff Scheduled Related Work,  
Rule 20A General Conditions

PROJECT MGR.  
PM #

PROJECT NAME: Atwood Road Utility Undergrounding Project  
LOCATION: Auburn, CALIFORNIA  
City: County of Placer

City/County of Placer, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

**General Conditions:**

PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. To ensure the success of this program, the Applicant agrees to support the Rule 20A Program as follows:

**Responsibilities of the Applicant:**

1. Consult with PG&E to confirm the requirements and location of the project.
2. Provide a resolution and boundary map as required in Electric Rule 20.
3. Provide a list of all recorded property owners, APN#, phone number and address.
4. Provide a list of the most recent tenant (for rental properties).
5. Provide Base Map (in AutoCAD) showing the following: boundary, roads, future road improvements, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.
6. Secure all required rights-of-way and easements, which must be satisfactory to and approved by PG&E.
7. Own and manage all contaminated soils. (Rule 20A funding cannot be used for environmental remediation costs)
8. Own and manage all cultural resource findings. (Rule 20A funding cannot be used for managing cultural resource findings).
9. Provide recent pot holing/core samplings and soils/paving information from projects that were recently completed.
10. Provide acceptable construction yard for materials and equipment storage.
11. Pay for paving and restoration costs beyond the standard excavations and restorations necessary for the construction of the project. Joint trench participants will replace paving, landscaping, sidewalk, etc. that is removed during construction. (Rule 20A funding cannot be used for additional restoration costs).
12. Waive paving moratorium requirements, or pay for additional costs above PG&E's responsibility for restoration.
13. Stake and survey for any associated future grade changes.
14. Should applicant require additional traffic control beyond that which PG&E provides (per California Joint Utility Traffic Control Committee), Applicant will pay for the additional costs.
15. Should Applicant require a traffic control plan, Applicant will prepare or pay to prepare such a plan.
16. Pay for streetlight costs per Street Light Agreement.
17. Remove Applicant owned streetlights attached to utility poles and located within the underground district at Applicant cost.
18. Issue and waive cost of encroachment permit.
19. Waive work hour restrictions for construction, including holiday and/or special construction limitations.
20. Waive all permit fees and other incidental project specific costs, including but not limited to: parking charges; rental cost of city or county properties; and lost revenues.

**Responsibilities of PG&E:**

1. Provide consultation to Applicant to establish resolution and boundary map.
2. If designated as the design/trench lead, prepare the Intents, Composite and Form B (costs will be shared by all joint trench participants).
3. Provide electric design to the design/trench lead agency, if lead is other than PG&E.
4. Identify all locations that require an easement.
5. Prepare easement documents for signature.
6. Upon request of the Applicant, Rule 20A allocation may be used for the installation of no more than 100 feet of each customer's underground electric service lateral.
7. Upon request of the Applicant, the Rule 20A allocation may be used for the conversion of electric service panels to accept underground service, up to \$1,500 per service entrance (excluding permit fees). Alternatively, if the Applicant requests that PG&E manage the panel conversion work, perform such conversions by agreement (Form 79-1113, Agreement to Perform Tariff Schedule Related Work, Rule 20A).



Pacific Gas and Electric Company

Agreement to Perform  
Tariff Scheduled Related Work,  
Rule 20A General Conditions

PROJECT MGR.  
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- 8. Provide inspection services for the installation of PG&E facilities.
- 9. Remove poles, or portions of poles, from the underground district as required by the Joint Pole Utility Agreement.
- 10. Provide proper notification to all affected customers when electrical outages are necessary to complete project conversion to the new underground system.

We have read the above information and understand and agree with the provisions and responsibilities as described above/.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

City/County of: Placer  
Applicant

PACIFIC GAS AND ELECTRIC COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

(Print or Type Name)

(Print or Type Name)

Title:

Title:

Mailing Address: \_\_\_\_\_

City/County of: \_\_\_\_\_

# Letter of Clarification for Rule 20A General Conditions Agreement

This document has been prepared to clarify terms relating to PG&E's *Agreement to Perform Tariff Related Work, Rule 20A General Conditions* with the County of Placer, dated \_\_\_\_\_ for the Atwood Road Utility Undergrounding Project.

## Responsibilities of the Applicant:

### ***4. Provide a list of the most recent tenant (for rental properties).***

County will attempt to identify non-owner tenants. County is not required to track tenant changes over time, so PG&E will request this list at the time it is most needed. The County does not generally have access to tenant information. Tenants may not be available at the site or owners/tenants may refuse to provide information. The list provided by County will be based on diligent and reasonable efforts, but without guarantee of completeness or accuracy.

### ***5. Provide a Base Map (in AutoCAD) showing the following: boundary, roads, future road improvements, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.***

For this project, PG&E agrees to provide all necessary base mapping.

### ***6. Secure all required rights-of-way and easements, which must be satisfactory to and approved by PG&E.***

PG&E will provide County with easement descriptions and documents and will be available to discuss with land owners the facilities to be constructed and their locations. If compensation to an owner is necessary, County will acquire easements as a non-exclusive Public Utility Easement (PUE), in the County's name. Should owner refuse to cooperate, and County is unwilling to condemn for an easement right, PG&E will consider reasonable design alternatives to relocate proposed facilities.

### ***7. Own and manage all contaminated soils.***

County agrees to, within County Rights-of-Way, assume responsibility for management of contaminated soils encountered during project construction, but ownership of such materials is a complex matter which would need to be established separately. If contaminated materials are encountered, PG&E will consult with County to determine an appropriate course of action, including the possibility of discontinuing project construction, before work continues.

### ***8. Own and manage all cultural resource findings.***

County agrees to, within County Rights-of-Way, assume responsibility for management of cultural resources encountered during project construction, but ownership of such resources is a complex matter which would need to be established separately. If cultural resources are encountered, PG&E will consult with County to determine an appropriate course of action, including the possibility of discontinuing project construction, before work continues.

***9. Provide recent potholing/core samplings and soils/paving information from projects that were recently completed.***

To the extent that such information is possessed by, or readily accessible to, the County. For this project area, available soil boring information is available from several recent development projects, included as Exhibit B.

***10. Provide acceptable construction yard for materials and equipment storage.***

County will work with PG&E to identify appropriate equipment and materials storage areas proximate to the project area. Should County have property available for such use, it will be made available to PG&E at no cost. However, should use of County property or easement areas require fencing, barriers, or other security or safety measures, such actions and associated costs shall be PG&E's responsibility. PG&E shall be liable for any injuries and damages, for clean up and site restoration, and shall indemnify County against all claims associated with their use of the site. County is not required to negotiate with, nor lease, any private property to comply with this provision.

***11. Pay for paving and restoration costs beyond the standard excavations and restorations necessary for the construction of the project. Joint trench participants will replace paving, landscaping, sidewalk, etc. that is removed during construction.***

County's utility excavation and pavement restoration requirements are described in Placer County General Specifications and Detail Plates (U-26, U-28, U-29, attached as Exhibit C). Should County require more than specified in those documents, County will pay additional PG&E costs, will perform the required work, or will negotiate other specific terms satisfactory to PG&E.

***12. Waive paving moratorium requirements, or pay for additional costs above PG&E's responsibility for restoration.***

County will work with PG&E to schedule planned roadway paving and resurfacing to coordinate with proposed utility undergrounding work. If utility work is delayed for reasons beyond County control, and County must proceed with road work, the County will waive the pavement cut moratorium, but PG&E shall be responsible for additional restoration requirements and costs.

***13. Stake and survey for any associated future grade changes.***

To the extent such information has been generated by, or for, the County, and limited to roadway improvements within County Rights-of-Way.

**20. Waive all permit fees and other incidental project specific costs, including, but not limited to: parking charges; rental cost of city or county properties; and lost revenues.**

County will waive plan review, permit, inspection and materials/compaction testing fees relating to this utility undergrounding project, providing PG&E provides, at its expense, independent materials and compaction testing acceptable to County. Testing requirements shall be limited to that necessary to demonstrate compliance with County standards and specifications, within all portions of the project subject to County oversight. Specific County requirements include:

- Application of Caltrans Test Methods, or equivalent ASTM Test Methods.
- Test numbers, locations and frequencies as determined by County.
- Testing to be performed by qualified, Caltrans certified, independent consultant.
- All testing and calibration results to be provided in a timely manner.
- Failure to comply with County requirements will result in County performing testing at PG&E expense.

County of Placer:

PG&E:

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