

COMPLEX UTILITY PROJECT AGREEMENT

This AGREEMENT entered into and effective on April 9, 2020, is between the State of California, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and Pacific Gas & Electric, a private entity, herein referred to as "PERMITTEE".

RECITALS

1. PERMITTEE intends to prepare an application for an encroachment permit to perform work within, or impacting, the California State Highway System (SHS) on State Route 70 in Butte County (PM 42.0/44).
2. All efforts by PERMITTEE leading to the preparation and submittal of a complete encroachment permit application package to CALTRANS for proposed underground electrical facilities performed by PERMITTEE thereafter, under the encroachment permit will hereafter be referred to as PROJECT.
3. All efforts provided by CALTRANS for the review, comment and inspection of PROJECT will be referred to herein as WORK.
4. PARTIES will hereinafter define the terms and conditions of PROJECT and WORK.

RESPONSIBILITIES

5. PERMITTEE will fund one hundred percent (100%) of all PROJECT costs including but not limited to:
 - CALTRANS' WORK costs which include but are not limited to, California Environmental Quality Act (CEQA)/ National Environmental Policy Act (NEPA) Lead Agency work (when applicable), Environmental Document Quality Control (EDQC), necessary State Highway System (SHS) impact reviews and inspection.
 - Legal challenges, awards, judgements, settlements, fines, interest, and penalties, environmental commitments and compliance.
 - Keeping the PROJECT right-of-way in a safe and operable condition.
 - Obtaining, implementing and renewing resource agency permits.
 - Hazardous material management activities as assigned in this AGREEMENT.
 - Encroachment Permit Fees.

6. PERMITTEE will submit queries or draft documents necessary to obtain encroachment permit to CALTRANS, as a draft submittal (hereinafter referred to as DRAFT).

7. DRAFT submittals may include, but are not limited to, the following items:
 - a) Location Map identifying limits of the project
 - b) Environmental Compliance documentation
 - c) Utility alignment and installation plans designed in compliance with all applicable Caltrans polices, standards and requirements (e.g.: Project Development Procedures Manual Chapter 17, Encroachment Permit Manual, Highway Design manual, etc.)
 - d) Traffic control plans must be stamped and signed by a California licensed Civil or Traffic Engineer
 - e) Shoring and/or Structural Plans signed by a California licensed Structural Engineer
 - f) Geotechnical analysis report stamped and signed by a California licensed Geotechnical Engineer
 - g) Conditions of approval from other applicable agencies such as California Department of Fish and Wildlife, Coastal Commission, Cal OSHA, etc.
 - h) Stormwater management documentation (e.g.: SWPPP, WPCP etc.)
 - i) Certification of compliance with ADA (TR-0405)
 - j) Approved exceptions to utility policy and/or design

8. CALTRANS will review and comment on the DRAFT and return to PERMITTEE.
9. PERMITTEE will amend the DRAFT according to CALTRANS' comments and resubmit the DRAFT to CALTRANS for review and CALTRANS may review and comment on DRAFT again. This process may continue until CALTRANS deems the DRAFT complete (herein after referred to as FINAL DRAFT). CALTRANS will return the FINAL DRAFT and PERMITTEE will officially submit the FINAL DRAFT along with a Standard Encroachment Permit Application (TR-0100) to CALTRANS for processing. CALTRANS shall issue an encroachment permit within sixty (60) calendar days of receipt of the FINAL DRAFT and the Standard Encroachment Permit Application submittal.
10. PERMITTEE agrees that duration of each review and number of review iterations will depend on scope and complexity of PROJECT as well as quality, accuracy, and completeness of the DRAFT.
11. PERMITTEE will perform work for PROJECT in accordance with all applicable CALTRANS' policies, standards, guidance, and requirements, and abide by Federal and California State law.
12. CALTRANS' WORK is to ensure that PERMITTEE's work is in accordance with CALTRANS' standards and to ensure the safety and best interest of the SHS. CALTRANS' efforts are not for the purpose of developing or delivering the PERMITTEE's work.

No liability will be assigned to CALTRANS, its officers or employees, by PERMITTEE or third-parties, by reason of CALTRANS' WORK.
13. If PERMITTEE fails to complete the PROJECT after physically altering the state of the SHS, CALTRANS will require PERMITTEE to return the SHS right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If PERMITTEE fails to do so, CALTRANS reserves the right to sue for specific performance, or finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill PERMITTEE for all expenses incurred and PERMITTEE agrees to pay said bill within thirty (30) days of receipt.
14. CALTRANS is the CEQA Lead Agency for the PROJECT.
15. CALTRANS shall not be responsible for any findings, recommendations or conclusions stated in the environmental documentation, design plans and associated technical reports.
16. PROJECT must comply with the provisions of the CEQA. When applicable, PERMITTEE will prepare, or cause to be prepared, environmental documentation and associated technical reports for review and approval by CALTRANS.

17. Per CEQA statutes, CALTRANS will perform environmental document quality control and review procedures for environmental documentation. This includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements and to ensure PROJECT does not conflict with CALTRANS' owner-operator responsibilities.
18. PERMITTEE, including any employee, agent, consultant or sub-consultant retained by PERMITTEE, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with PROJECT, including but not limited to those records identified in California Public Resources Code section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy" available at: <http://www.dot.ca.gov/ser/vol1/sec6/ch38nepa/pdf/cal-env-rec-retention-policy.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.
19. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and PERMITTEE will use, a letter template and a list of California Native American tribes requesting notification. PERMITTEE will prepare consultation documentation for CALTRANS'
20. PERMITTEE, their contractors, consultants, agents and any other utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name.
21. PERMITTEE, their contractors, consultants, agents and any other utility owners are required to apply for and obtain a separate permit upon completion of construction, to perform any maintenance activities on their installations within the SHS right-of-way.
22. The PERMITTEE understands and agrees that immediately upon issuance of the encroachment permit the PERMITTEE is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

23. If work is done under contract (not completed by PERMITTEE's own employees) and is governed by the California Labor Code's definitions of a "public works" (section 1720(a)), that PERMITTEE will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations and is subject to prevailing wage requirements in its contracts for public work.
24. If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the PERMITTEE must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
25. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.
- HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.
- The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
26. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT at its own costs and schedule. PERMITTEE can redesign PROJECT to avoid HM-1 contaminated area or delay construction activities until after CALTRANS completes HM-1 management or PERMITTEE can undertake HM-1 management at its own costs to meet their PROJECT schedule.
27. The PERMITTEE is responsible for HM-2 MANAGEMENT within the PROJECT limits.
28. If PERMITTEE discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PERMITTEE will notify CALTRANS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection. All environmentally related construction avoidance measures must be implemented prior to beginning work.
29. PERMITTEE must coordinate the PROJECT with CALTRANS to ensure no CALTRANS project is delayed or adversely impacted.

FUNDING

30. PERMITTEE and CALTRANS agree that all costs for CALTRANS to perform WORK will be fully reimbursed by PERMITTEE in accordance with the terms of this AGREEMENT.
31. CALTRANS' WORK costs include all direct and applicable indirect costs. Indirect costs include both the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate periodically.
32. PERMITTEE will pay invoice within forty-five (45) calendar days of receipt of invoice. Should the cost of CALTRANS' services remain unpaid, CALTRANS reserves the right to stop WORK or revoke the encroachment permit(s) issued to PERMITTEE until the full amount of invoiced funds has been received by CALTRANS.
33. CALTRANS estimates the cost to perform WORK to be [REDACTED]
34. CALTRANS will invoice PERMITTEE for an initial deposit of [REDACTED] to be used toward PA&ED, after execution of this AGREEMENT. This deposit represents the estimated cost of an average two (2) months of CALTRANS' WORK. After the first month of WORK, CALTRANS will invoice on a monthly basis, and PERMITTEE will pay.
- CALTRANS will not begin WORK until CALTRANS receives the initial deposit.
35. Upon completion of WORK, CALTRANS will perform a final accounting of WORK costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this AGREEMENT. Should CALTRANS submit an invoice as a result of the final accounting, PERMITTEE agrees to pay within forty-five (45) days of receipt of invoice.

REIMBURSEMENT TABLE (Estimated Costs)				
PA&ED	PS&E	R/W	CONSTRUCTION	TOTAL
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

GENERAL CONDITIONS

36. No alteration or variation of the terms of this AGREEMENT shall be valid unless made by a formal amendment and executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

37. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations, or rights to third parties not included in this AGREEMENT or to affect the legal liability of CALTRANS or PERMITTEE to the AGREEMENT by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
38. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by PERMITTEE, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon PERMITTEE under this Agreement. It is understood and agreed that PERMITTEE, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, and other theories and assertions of liability occurring by reason of anything done or omitted to be done by PERMITTEE, its contractors, sub-contractors and/or its agents under this Agreement.
39. PERMITTEE is solely responsible for coordination and relocation of utility facilities that are within the project limits at PERMITTEE's sole cost and expense.
40. This AGREEMENT will terminate upon acceptance of the PROJECT by CALTRANS or after CALTRANS performs a final accounting of all WORK costs, whichever occurs later. However, all indemnification and maintenance articles of this AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

EA 03-1J110
Project ID [REDACTED]
BUT-70 PM 42.0/44.2
Agreement No. 03-0708

CONTACT INFORMATION:

PG&E



CALTRANS



SIGNATURES

PERMITTEE and CALTRANS declare that:
Both are an authorized legal entity under California state law.
Both have the authority to enter in to this AGREEMENT.
The people signing this AGREEMENT have the authority to do so on behalf of their respective organizations.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.
The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or electronic mail (E-Mail), and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PACIFIC GAS & ELECTRIC

[REDACTED]

[REDACTED]

VERIFICATION OF FUNDS AND
AUTHORITY:

[REDACTED]