

**UTILITY RELOCATION AGREEMENT
BETWEEN CITY OF WHEATLAND, CALIFORNIA AND PACIFIC GAS AND ELECTRIC FOR THE
WHEATLAND REGIONAL SEWER PIPELINE PROJECT**

RECITALS

Whereas, the City of Wheatland hereinafter called "CITY" has completed engineering design and environmental review on its Wheatland Regional Sewer Pipeline Project ("PROJECT") which is scheduled to begin construction in spring of 2026; and

Whereas, as part of the PROJECT the CITY proposes to construct a new sewage pump station at 700 Malone Avenue in the City of Wheatland adjacent to its existing sewage pump station; and

Whereas, Pacific Gas and Electric hereinafter called "PG&E", owns and maintains overhead electric facilities and structures within footprint of the PROJECT; and

Whereas, the CITY has determined that it cannot reasonably construct its PROJECT without relocation of PG&E's overhead facilities and that relocation of said facilities is necessary; and

Whereas, the CITY and PG&E wish to engage in this agreement to accomplish the relocation of said PG&E facilities to accommodate CITY's project; and

Whereas, on June 10, 2025, the City Council of the City of Wheatland adopted Resolution No. 22-25 authorizing the City Manager of the CITY to enter into an agreement with PG&E to accomplish the required relocation of PG&E facilities.

AGREEMENT

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with City of Wheatland Resolution No. 22-25, dated June 10, 2025, PG&E shall relocate overhead electric facilities and structures in conflict with the proposed pump station at 700 Malone Avenue. All work shall be performed substantially in accordance with PG&E's Plan No. _____ dated _____, consisting of _____ sheets, a copy of which is on file in the City Hall of the CITY at 111 C Street, Wheatland, CA. Deviations from the PG&E's plan described above initiated by either the CITY or the PG&E, shall be agreed upon by both parties hereto under a Revised Notice to PG&E. Such Revised Notices to PG&E, approved by the CITY and agreed to/acknowledged by the PG&E, will constitute an approved revision of the PG&E's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the PG&E of the Revised Notice to PG&E. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to PG&E.

II. LIABILITY FOR WORK:

Existing facilities are located in their present position pursuant to rights superior to those of the CITY and will be relocated at CITY's expense.

III. PERFORMANCE OF WORK

PG&E agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the PG&E'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 personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by CITY's representative. Requests for such authorization must be contained in PG&E's estimate of actual and necessary relocation costs. PG&E 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 California Department of Human Resources travel expense guidelines.

Work performed by PG&E's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but, work performed directly by PG&E's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. PG&E shall verify compliance with this requirement in the administration of its contracts referenced above.

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, inspection, are to be furnished by PG&E and approved by the CITY. Cost principles for determining the reasonableness and allowability of PG&E's costs shall be determined in accordance with 48 CFR, Chapter 1, Subpart E, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

IV. PAYMENT FOR WORK

Both parties agree that the CITY will pay PG&E for the actual relocation costs and expenses incurred by PG&E for the work described in Section 1 of this agreement provided said costs and expenses shall not to exceed the estimated amount of \$1,100,000.00, unless this amount is subsequently modified by an amendment to this agreement.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of PG&E's facilities in the new location and that PG&E shall give credit to the CITY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by PG&E. The final actual cost shall include any credits due the CITY from PG&E for betterment, depreciation and salvage.

Not more frequently than once a month, but at least quarterly, PG&E will prepare and submit detailed itemized progress bills for costs incurred not to exceed PG&E'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 CITY of documentation supporting the cost increase and after an amendment to this Agreement has been executed by the parties to this Agreement.

The PG&E shall submit a final bill to the CITY within 180 days after the completion of the work

described in Section I above. If the CITY has not received a final bill within 360 days after notification of completion of PG&E's work described in Section I of this Agreement, and CITY has delivered to PG&E fully executed easements for PG&E's facilities, CITY will provide written notification to PG&E of its intent to close its file within 30 days. PG&E 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 CITY 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 PG&E and approval of documentation by CITY. Except, if the final bill exceeds the PG&E's estimated costs solely as the result of a revised Resolution as provided for in Section I, a copy of said revised Resolution shall suffice as documentation.

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 PG&E'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 CITY.

In performing work under this Agreement, PG&E agrees to comply with the Uniform System of Accounts for Public Utilities found at to the extent they are applicable to PG&E doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, PG&E agrees to reimburse AGENCY upon receipt of AGENCY billing. If PG&E is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that PG&E is compensated for actual cost in performing work under this agreement.

CITY and PG&E further agree that for lump sum payments in excess of \$25,000 the CITY shall have the option of performing an informal audit of PG&E's detailed records from which the billing is compiled. The purpose of CITY's audit shall be to establish the continued acceptability of using lump sum payments for high-cost relocations and shall not in any way affect the amount or acceptability of the lump sum amount herein agreed to. PG&E shall keep supporting detailed records available for CITY review for a period of one year following PG&E's submittal of final bill

V. GENERAL CONDITIONS

All costs accrued by PG&E as a result of CITY's requests preceding this agreement 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 CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by PG&E, CITY will notify PG&E in writing, and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

PG&E shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

CITY will acquire new rights of way in the name of either the CITY or PG&E through negotiation or condemnation and when acquired in CITY's name, shall convey same to PG&E by Easement

Deed. CITY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. PG&E shall reimburse the CITY all costs for the easement.

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

CITY

PG&E

Bill Zenoni
City Manager

(Name)
(Title)





Date: _____

Date: _____

DRAFT

CONSTRUCTION NOTE

1) SEE SHEET 3 FOR STRINGING CHARTS

LEGEND			
REMOVE		INSTALL	DESCRIPTION
	3 - 397A 60kV (309')		3 - 397A 60kV (401')
	3 - 2/OCU 12kV (269')		OH SW 900A

1
016/321 (SMARTVILLE-NICOLAUS #1)
50'-2/70'-H1 T1-1A LDSP
SET 12' DEEP (SET 5' BACK)
DISTR XARM @ 18.5' FROM POLE TOP
EXISTING POLE SET 1968
LAT:39.0083080, LONG:-121.4225476

VIBRATION DAMPERS @ 016/321	
DIRECTION	QUANTITY
TRANS AHEAD:	1PER PHASE

2
016/322 (SMARTVILLE-NICOLAUS #1)
50'-3/70'-1 SV-PJ-90 WOOD
SET 9.5' DEEP (SET 43' BACK)
DISTR DE CENTER PHASE @ 30' FROM POLE TOP
DISTR DE SW @ 30.5' FROM POLE TOP
EXISTING POLE SET 1974
LAT:39.0076988, LONG:-121.4227863

ANCHOR INFO: LOC2	
A	B
(2)7/16" TRANS	3/8" DISTR
20M	15M
15'L	10'L

VIBRATION DAMPERS @ 016/322	
DIRECTION	QUANTITY
TRANS BACK:	1PER PHASE

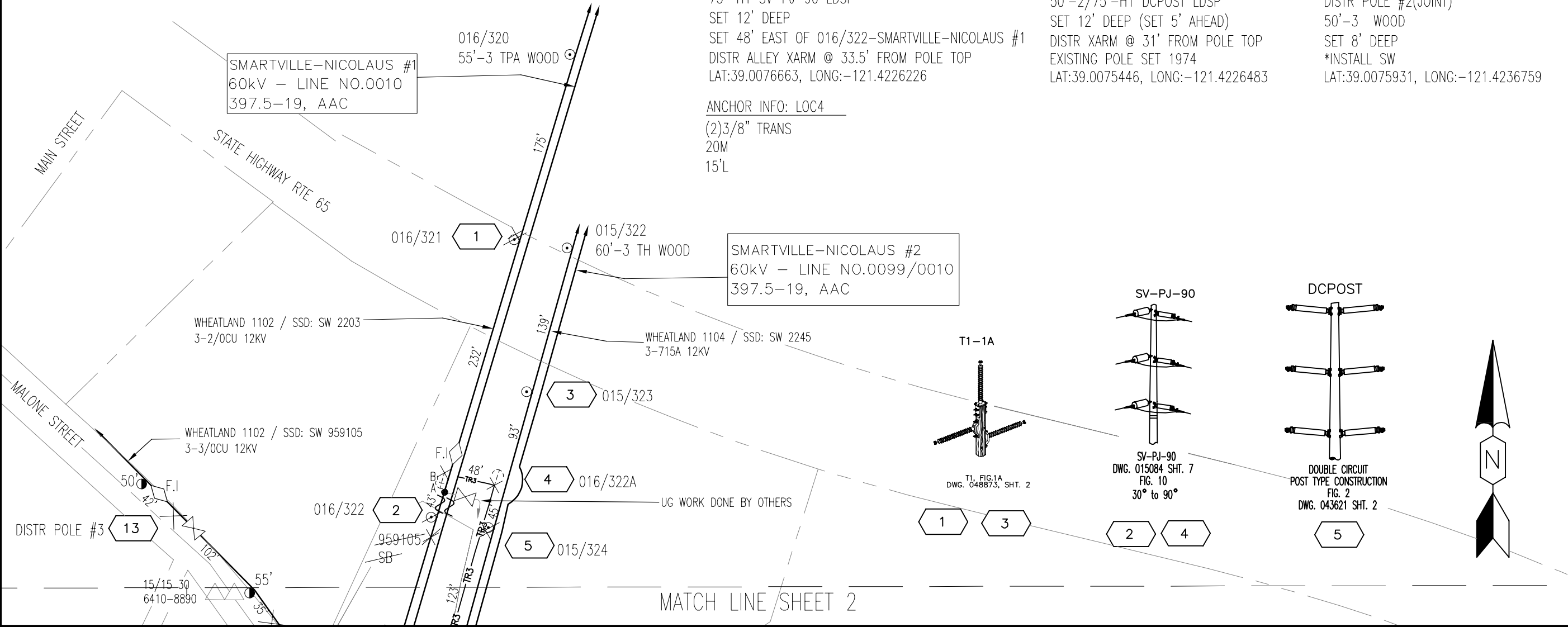
3
015/323 (SMARTVILLE-NICOLAUS #2)
55'-3 TH WOOD
*REFRAME TO T1-1A
*REPLACE DISTRIBUTION XARM
DISTR XARM @ 14' FROM POLE TOP
EXISTING POLE SET 2007
LAT:39.0079055, LONG:-121.4225154

4
016/322A
75'-H1 SV-PJ-90 LDSP
SET 12' DEEP
SET 48' EAST OF 016/322-SMARTVILLE-NICOLAUS #1
DISTR ALLEY XARM @ 33.5' FROM POLE TOP
LAT:39.0076663, LONG:-121.4226226

ANCHOR INFO: LOC4	
(2)3/8" TRANS	
20M	
15'L	

5
015/324 (SMARTVILLE-NICOLAUS #2)
50'-2/75'-H1 DCPOST LDSP
SET 12' DEEP (SET 5' AHEAD)
DISTR XARM @ 31' FROM POLE TOP
EXISTING POLE SET 1974
LAT:39.0075446, LONG:-121.4226483

13
DISTR POLE #2(JOINT)
50'-3 WOOD
SET 8' DEEP
*INSTALL SW
LAT:39.0075931, LONG:-121.4236759



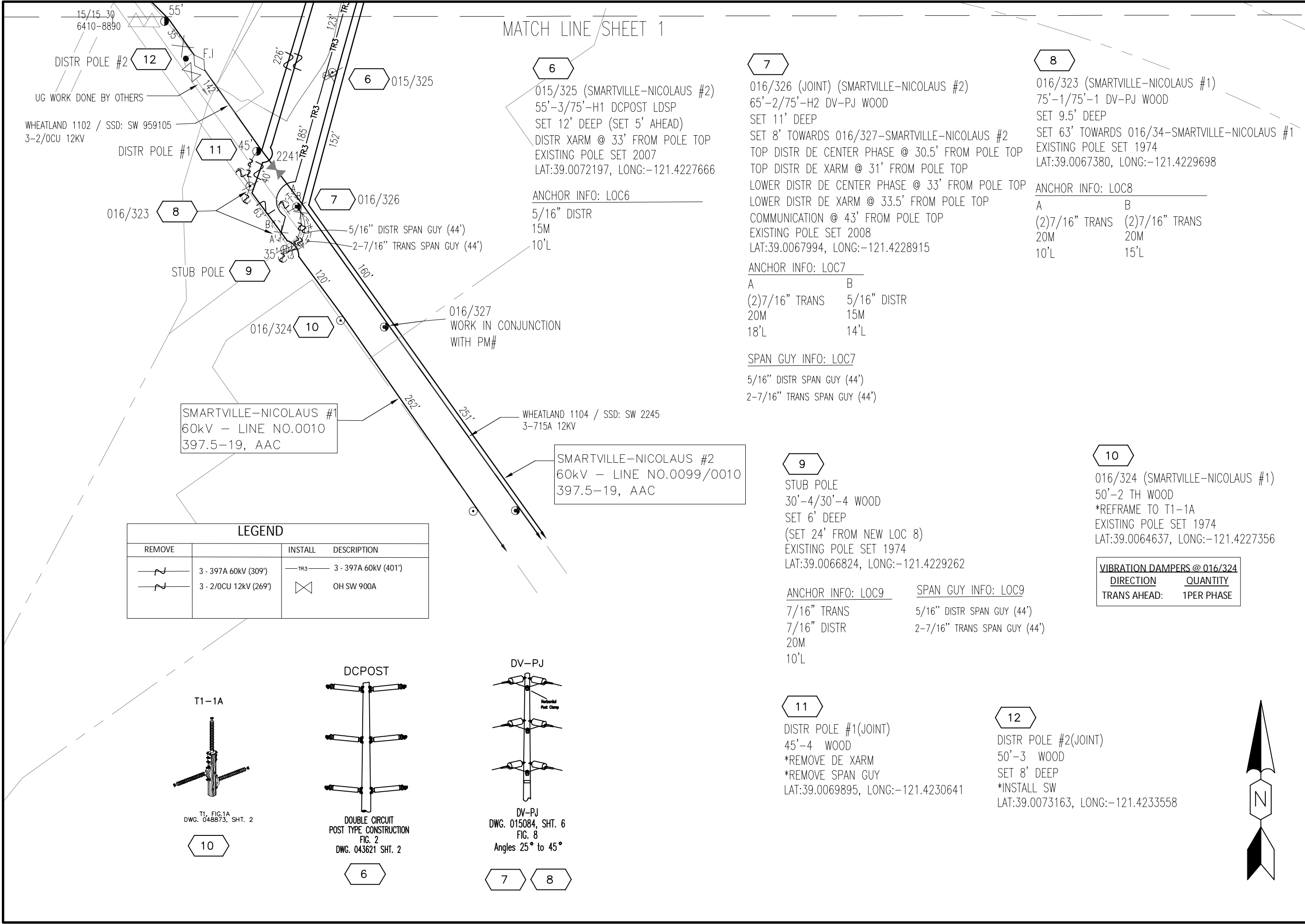
TRANSMISSION VOLTAGE: 60 kV		DISTRIBUTION VOLTAGE: 12 kV	
PEAK WIND: 80		DIST INSULATION DISTRICT: D	
LOADING ZONE: LIGHT		DESIGN VOLTAGE: 2	
TRANS INSULATION DISTRICT: D		ARRESTER DIST: 2	
CORROSION AREA: NON		DIST CIRCUIT ID: WHEATLAND 1104	
RAPTOR ZONE: YES		SOURCE SIDE DEVICE NO: SW 2245	
NO ENVIRONMENTAL ISSUES		NOTIF: 123111922	
FIRE AREA: LRA-TIER 1		JPA: PG240050HP	
GAS CONFLICT: YES		SCALE: 1"=100'	
811 Know what's BELOW CALL before you dig.		DATE: 9/27/24	
		PM: 74049384	
		SHEET: 1 of 3 [REV. 0]	

SMARTVILLE-NICOLAUS #1 60kV

POLE RELOCATION-WRO

YUBA COUNTY

SUP: BRIT GAGE	916-698-6517
DWN: ELMER ZUNIGA	209-915-2990
EXEMPT EQUIP INSTALL: NO	559-758-2406
CHKO: JEFF STERN	



TRANSMISSION VOLTAGE: 60 kV	DISTRIBUTION VOLTAGE: 12 kV
PEAK WIND: 80	DIST INSULATION DISTRICT:D
LOADING ZONE: LIGHT	DESIGN VOLTAGE: 2
TRANS INSULATION DISTRICT: D	ARRESTER DIST:2
CORROSION AREA: NON	DIST CIRCUIT ID: WHEATLAND 1104
RAPTOR ZONE: YES	SOURCE SIDE DEVICE NO: SW 2245
NO ENVIRONMENTAL ISSUES	NOTIF: 123111922
811 Know what's BELOW CALL before you dig.	JPA: PG240050HP
FIRE AREA: LRA-TIER 1	DATE: 9/27/24
GAS CONFLICT: YES	PM: 74049384
	SHEET: 2 of 3 [REV. 0]

SMARTVILLE-NICOLAUS #1 60kV	916-698-6517
POLE RELOCATION-WRO	209-915-2990
YUBA COUNTY	559-758-2406

SUP: BRIT GAGE	916-698-6517
DWN: ELMER ZUNIGA	209-915-2990
EXEMPT EQUIP INSTALL: NO	CHKD: JEFF STERN

Pacific Gas & Electric	916-698-6517
EXEMPT EQUIP INSTALL: NO	CHKD: JEFF STERN