

**AMENDMENT NO. ONE TO THE AGREEMENT WITH PACIFIC GAS AND
ELECTRIC COMPANY REGARDING THE CONSTRUCTION AND COST
RESPONSIBILITIES ASSOCIATED WITH THE 230KV TRANSMISSION PROJECT
AT THE CRYSTAL SPRINGS RESERVOIR IN SAN MATEO COUNTY
FEDERAL AID PROJECT NO: BRLO-5935(053), PROJECT NO. R1103**

THIS AMENDMENT NO. ONE to that certain Agreement, dated May 6, 2008, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "PG&E," and, is entered into this 27th day of January, 2015.

W I T N E S S E T H:

WHEREAS, the County and PG&E entered into an Agreement for construction and cost responsibilities associated with the 230kV transmission project on May 6, 2008 for the Crystal Springs Dam Bridge Replacement Project (Project); and

WHEREAS, the County and PG&E wish to amend the Agreement to add the language "support hardware" in various paragraphs of the Agreement; and

WHEREAS, the County and PG&E wish to amend the Agreement to replace the language "within the Replacement Bridge" with the language "under the Replacement Bridge" in various paragraphs of the Agreement; and

WHEREAS, the County and PG&E wish to amend the Agreement to replace the language "transmission lines" with the language "duct bank transmission lines" in various paragraphs of the Agreement; and

WHEREAS, the County and PG&E wish to amend the Agreement to delete the language "access openings" and "access locations" in various paragraphs of the Agreement; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 15 of the Agreement shall be amended to read as follows:
"WHEREAS, by this Agreement, PG&E and the County seek to memorialize the terms and conditions for accommodation of the longitudinal location of the transmission line within the conduit facilities under the Replacement Bridge."

2. First sentence of Section 1, Paragraph 1 of the Agreement shall be amended to read as follows:
“Accommodation of Transmission Line under the Replacement Bridge.”
3. Section 2, Paragraph 1 of the Agreement shall be amended to read as follows:
“Planning and Design of the Transmission Line Facilities under the Replacement Bridge: At the request of the County, and within a reasonable period of time to be mutually agreed upon by the County and PG&E, PG&E will submit to the County the proposed design plans and specifications for accommodating the location of conduit facilities support hardware proposed to be installed under the Replacement Bridge. The plans shall divide the conduit facilities support hardware into manageable elements and, for each element, shall include the location, alignment, length, size and/or capacity, type, class, design loads (weight), pertinent operating conditions, and design features of the proposed facilities.”
4. Section 2, Paragraph 2 of the Agreement shall be amended to read as follows:
“The County and PG&E agree to exchange technical data and other relevant information related to the construction of the conduit facilities support hardware and the Replacement Bridge. The County and PG&E agree to participate in timely review (not more than ten (10) working days) of the design of the conduit facilities support hardware. Exceptions to the timely response will apply to items subjected to Federal, State, Regulatory, or Local agency reviews and/or approvals. PG&E shall be responsible for the design of the conduit facilities support hardware, subject to the County’s approval.”
5. Section 2.1 of the Agreement shall be amended to read as follows:
“The conduit facilities support hardware shall be of durable materials designed in accordance with PG&E minimum standards. PG&E will provide the County with minimum specifications and plans for the conduit facilities support hardware, including but not limited to minimum clearance required with bridge reinforcing steel, special details, material unit weights, location of access points, and alignment prior to any design revisions associated with adding the conduit facilities support hardware to the Replacement Bridge design. Final approval for the conduit facilities support hardware, to be installed shall be by the County.”
6. Section 2.2 of the Agreement shall be amended to read as follows:
“The conduit facilities will consist of four (4) six-inch conduits for transmission circuits and two (2) four-inch conduits for fiber optic cable. The under-Bridge conduit system shall be of suitable strength, support, and protection to meet an intended minimum life of 40 years. PG&E submittals shall address methods of repair and/or replacement of the conduit facilities support hardware should the life expectancy of these facilities be determined to be less than the expected service life of the Replacement Bridge.”
7. Section 2.3, Paragraph 1 of the Agreement shall be amended to read as follows:
“After County’s execution of Replacement Bridge design contract and per County request, in writing, PG&E shall pay County an engineering advance of Fifty Thousand Dollars (\$50,000) for the design work performed by the County in connection with the

conduit facilities support hardware. The County and/or its consultant will provide monthly invoices of the charges debited against this engineering advance. These invoices will be available to PG&E upon request.”

8. Section 3, Paragraph 1 of the Agreement shall be amended to read as follows:
“Construction of the Transmission Line Facilities under the Replacement Bridge: County and/or its consultant shall provide an estimate for the cost of construction of the PG&E facilities, based on plans as mutually approved by County and PG&E. The cost estimate shall specify the estimated cost of each element of the construction of the PG&E facilities and shall include the following items: labor, materials and supplies (including long lead time materials) and other direct costs related to all aspects of PG&E facilities. PG&E shall review the estimates and notify County, within thirty (30) calendar days of receipt of estimates from County, of intention to include conduit facilities support hardware in County’s Replacement Bridge Project in accordance with the approved plans. Should PG&E not provide approval to include work within County’s Replacement Bridge Project, within time specified, County shall proceed without the inclusion of PG&E’s conduit facilities support hardware on said structure. After construction of the Replacement Bridge, PG&E will submit an encroachment permit application for installation of the duct bank transmission lines.”
9. Section 3.1 of the Agreement shall be amended to read as follows:
“Installation of duct bank transmission lines and optic fiber lines shall be with PG&E forces and shall not start until the construction of the Replacement Bridge is completed as stated in Section 4 of this agreement.”
10. Section 3.2 of the Agreement shall be amended to read as follows:
“PG&E’s inspectors shall have access to the construction of the conduit facilities support hardware. PG&E will provide inspectors to verify in writing that the construction of the conduit facilities support hardware are in accordance with PG&E’s specifications as given to the County and as stated in Section 2 above. PG&E shall make field and shop inspections and shall verify all tests associated with the conduit facilities support hardware. County shall provide PG&E with testing certificates in accordance with approved specifications, relating to the material to be provided, including concrete and conduit material in advance of installation. Any cost incurred by the County in connection with providing the aforementioned testing certificates shall be included in the cost to be reimbursed to the County. The existing riser structure foundations and anchor bolts will be protected and left in place for future emergency use. The connecting duct bank to each riser structures will remain intact for a path from the manholes in case of emergency.”

11. Section 3.4 of the Agreement shall be amended to read as follows:
“At any time after the Award of Contract for the Bridge Replacement Project by the County, if either party determines that it is necessary to deviate from the approved conduit facilities support hardware plans, the party making the determination shall notify the other party. The parties shall agree upon the nature and scope of the deviation from the approved plans. The County shall not proceed with the deviation to the conduit facilities support hardware plans until it has received approval in writing to proceed from PG&E.”
12. Section 4.1 of the Agreement shall be amended to read as follows:
“PG&E shall have no more than four (4) 6-inch diameter conduits longitudinally along the length of the Replacement Bridge, and two (2) 4-inch diameter conduit for fiber optic communications. PG&E is not limited to the number of fibers contained within each conduit. Construction of said conduit facilities support hardware for PG&E shall be performed by the County’s Bridge Replacement contractor, as outlined by the conditions of this agreement.”
13. Section 4.2 of the Agreement shall be amended to read as follows:
“The duct bank transmission lines and fiber optic cables shall be installed by PG&E forces upon completion and acceptance of the Replacement Bridge construction by the County. The County will provide PG&E with notice of completion of construction of the Replacement Bridge and an opportunity to inspect the conduit facilities support hardware as stated in Section 3 above.”
14. Section 5 of the Agreement shall be amended to read as follows:
“PG&E shall reimburse County one hundred percent (100%) of the actual net cost the County incurred in effecting the design and construction of said conduit facilities support hardware under the Replacement Bridge.
15. The first sentence of Section 5.2 of the Agreement shall be amended to read as follows:
“PG&E shall deposit funds for the estimated final construction cost, of said conduit facilities support hardware based on the bid amount received from the lowest responsible bidder for the Bridge Replacement Project.”
16. Section 5.2.1 of the Agreement shall be amended to read as follows:
“Final Payment: Forty five (45) calendar days after satisfactory completion and acceptance of the conduit facilities support hardware, County shall submit a final invoice to PG&E certifying to the completion of the conduit facilities support hardware and setting forth, the total final cost, to include construction, and contract change orders. The cost for said conduit facilities support hardware shall be debited from funds on account with the County.”
17. Section 5.3 of the Agreement shall be amended to read as follows:
“PG&E shall have reasonable access to County’s accounts and records for the purpose of auditing the County’s invoices. If, after such invoices are prepared, it is determined that the actual net cost is less than any amount previously paid by PG&E under this

Agreement, County shall reimburse PG&E the amount of the difference between the amount paid and the actual net cost, without interest. For a period of five years after completion of the conduit facilities support hardware, each party shall keep and maintain all books, papers, plans, drawings, records, accounting record, files, reports and other material relating to the construction of the conduit facilities support hardware on the Replacement Bridge and shall make these records available to the other party and their respective auditors at any reasonable time and upon reasonable notice for the purposes of auditing, inspection, and copying, County shall include in any contract for any part of the conduit facilities support hardware a similar requirement and a provision requiring its contractor to require any subcontractor to do likewise.”

18. Section 5.3.1 of the Agreement shall be amended to read as follows:
“If deviations per Section 3.4, are required by PG&E or in County’s determination, there are additional costs directly resulting from including PG&E transmission line or conduit facilities support hardware under the Replacement Bridge, all costs associated with the deviations, including but not limited to the cost of contractor delays, alteration to planned construction methods, additional permit fees and additional design analysis, shall be paid by PG&E in accordance with this Agreement.”
19. Section 6 of the Agreement shall be amended to read as follows:
“Ownership. The conduit facilities support hardware installed on the Replacement Bridge as part of the Project shall be PG&E’s solely-owned property and responsibility. PG&E shall have the exclusive right to occupy the conduit facilities. PG&E shall own and maintain the conduit facilities support hardware and all conduits in said facility. Ownership does not apply to any other part of the Replacement Bridge.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PACIFIC GAS AND ELECTRIC COMPANY

By: 

MANHO YEUNG
Senior Director, System Planning and Reliability

Date: JANUARY 20, 2015

Long Form Agreement/Business Associate v 8/19/08