



Memorandum

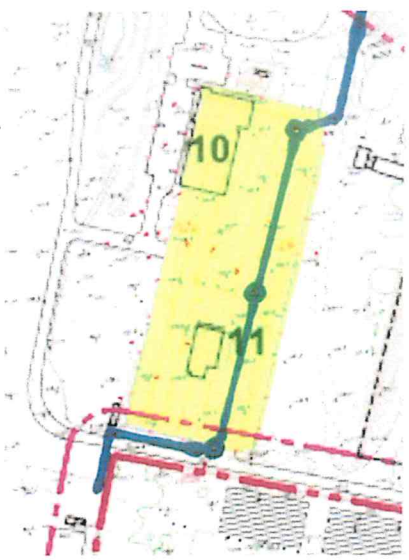
MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Reviewed by: [Signature] Date: 9/15/17
General Manager

DATE: September 15, 2017
TO: General Manager
FROM: Director of Engineering & Compliance
SUBJECT: Recommendation to Authorize the General Manager to Sign the PG&E Contract for Relocation of Power Poles and 21KV Transmission Line from the Franchise Truck Yard Facility

RECOMMENDATION: That the Board of Directors authorize the General Manager to sign the PG&E contract to remove three power poles from the District’s Franchise Truck Yard and to install two power poles as part of the realignment of PG&E’s overhead electrical transmission line to be outside of the Franchise Truck Yard at a cost of \$59,587.04.

BACKGROUND



An overhead 21KV medium voltage electrical transmission line and easement owned by PG&E crosses the Franchise Truck Yard site in relatively close proximity to several of the Time-Fill CNG fuel dispensers. The location of the overhead electrical transmission line is shown in the figure below. The overhead electrical transmission line is physically located above refuse/recyclable collection trucks when those vehicles are parked in their CNG fueling stalls. The vehicles are parked in their fueling stalls generally between the hours of 3pm and 6am daily and all day on Sundays and observed holidays. The electrical transmission line currently, and has historically, serves the composting operations, the water well for the fire protection water system, and the old Last Chance Mercantile facility. The electrical transmission line is also planned to serve the Anaerobic Digester in the near future when it is disconnected from the adjacent water treatment plant facility in accordance with an agreement with PG&E.

DISCUSSION

During construction of the Franchise Truck Yard staff identified a potential safety hazard of the overhead 21KV electrical transmission line located inside the truck yard footprint and directly above parking stalls to be used by collection vehicles during the nightly Time-Fill CNG fueling process. Staff confirmed that the National Fire Protection Association code requirements applied to this circumstance and required that the potential hazard be eliminated by separating the electrical transmission lines from the fueling area. To accomplish the required separation of facilities meant that either the overhead electrical transmission line be

moved to another location or installed underground. Since it is less costly to move the overhead transmission line, staff submitted an application request to PG&E in June 2016 to relocate the electrical transmission line. In the interim, the electrical transmission line above the truck yard has been de-energized to avoid the electrical safety hazard. Temporary power has been provided to the compost operations by a mobile generator at this time.

On August 15, 2017, PG&E provided the District with the contract for the work and the construction cost amount \$59,587.04. The PG&E contract is attached. Please note that the PG&E contract is prescriptive and not subject to change.

SCHEDULE

PG&E would commence construction no earlier than 60-days following receipt of the signed contract from the District. Staff anticipates that PG&E would complete construction within 60 days following receipt of the signed contract from the District.

FINANCIAL IMPACT

The approximate \$60,000 cost to move the PG&E electrical transmission line will be expensed. The expense will be assigned to the approved FY 2017/18 budget item of "Miscellaneous Facilities Improvements" that was budgeted at \$70,000.

STRATEGIC PLAN

The relocation of the PG&E power poles and transmission line is consistent with the District's strategic plan as it is eliminating a known hazard and meeting a building code requirement to promote a safe work environment for People while protecting business assets and mitigating potential financial liabilities.

CONCLUSION

Staff recommends that the Board of Directors authorize the General Manager to sign the PG&E contract to remove three power poles from the District's Franchise Truck Yard and to install two power poles as part of the realignment of PG&E's overhead 21KV electrical transmission line to be outside of the Franchise Truck Yard at a cost of \$59,587.04.



Guy R. Petrabor, P.E., G.E.



June 30, 2017 Received via e-mail on 8/15/17.

DAVID RAMIREZ
MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT, A Government Agency
PO BOX 1670
MARINA , CA 93933

RE: Contract ID: 1226823: 14201 DEL MONTE AVE

Dear DAVID RAMIREZ ,

Enclosed are gas and/or electric agreements for your project located at:

14201 DEL MONTE AVE, MARINA, 93933

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Relocation / Rearrangement Costs	\$59,587.04	\$0.00	\$0.00
Less Credit (Engineering Advance, etc.)	\$2,000.00	\$0.00	\$0.00
TOTAL **	\$57,587.04	\$0.00	\$0.00
TOTAL PAYMENT DUE	\$57,587.04	OR	\$57,587.04

* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.
** The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 60 days from PG&E's receipt of the Agreement for construction to commence.

If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Jose Saldana at 831 784-3574 or JFSE@pge.com.

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at pge.com/contractpayments

Sincerely,

Cyndy Sandoval
Cyndy Sandoval
Service Planning Supervisor

To complete your contract BY MAIL

- Make checks payable to: PGE or Pacific Gas and Electric
- Complete, sign and retain one copy of the agreement for your records
- Complete, sign and return one copy of the agreement with your payment to:
PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340



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Ref: Contract ID: 1226823: 14201 DEL MONTE AVE, MARINA, 93933



**Pacific Gas and Electric Company
Agreement to Perform
Tariff Schedule Related Work**

DISTRIBUTION:
 APPLICANT (Original)
 DIVISION (Original)
 ACCTG. SVCS.

REFERENCES:
 Notification # 111747135
 Contract # 1226823
 ERR-PM # 31260708
 GRR-PM #

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: 14201 DEL MONTE AVE MARINA, 93933

DESCRIPTION OF WORK: Pole Relocation per customer request.

	Electric	Gas
Engineering & Administrative Cost	<u>\$12,942.57</u>	<u>\$0.00</u>
Value of Applicant Design Work	(+) <u>\$0.00</u>	<u>\$0.00</u>
Additional Applicant Design Plan Checks	(+) <u>\$0.00</u>	<u>\$0.00</u>
Facilities (Cable, Transformers / Gas Pipe)	(+) <u>\$0.00</u>	<u>\$0.00</u>
Trench, Conduits & Substructures	(+) <u>\$0.00</u>	<u>\$0.00</u>
Tie-In / Meters	(+) <u>\$34,941.31</u>	<u>\$0.00</u>
Trench Permits & Land Rights	(+) <u>\$957.95</u>	<u>\$0.00</u>
Inspection Fees	(+) <u>\$0.00</u>	<u>\$0.00</u>
Sub Total	(=) <u>\$48,841.84</u>	<u>\$0.00</u>
plus ITCC @ <u>22.0%</u> Electric <u>0.0%</u> Gas	(+) <u>\$10,745.20</u>	<u>\$0.00</u>
plus Non Taxable Work	(+) <u>\$0.00</u>	<u>\$0.00</u>
D.0405055 Line Extension Costs - Residential	(+) <u>\$0.00</u>	<u>\$0.00</u>
D.0405055 Line Extension Costs - Non-Residential	(+) <u>\$0.00</u>	<u>\$0.00</u>
less Value of Relocation Applicant Design Work	(-) <u>\$0.00</u>	<u>\$0.00</u>
less Work Provide by Applicant	(-) <u>\$0.00</u>	<u>\$0.00</u>
less Salvage	(-) <u>\$0.00</u>	<u>\$0.00</u>
Total Payment	(=) <u>\$59,587.04</u>	<u>\$0.00</u>



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4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Fifty-Nine Thousand Five Hundred Eighty-Seven Dollars And Four Cents (\$59,587.04)

Upon completion of requested work, ownership shall vest in: PG&E Applicant

Executed this _____ day of _____

**MONTEREY REGIONAL WASTE MANAGEMENT
DISTRICT, A Government Agency**

PACIFIC GAS & ELECTRIC COMPANY

Applicant

By: _____

By: Cyndy Sandoval

Timothy Flanagan
Print/Type/Name

Cyndy Sandoval

Title: _____

Title: **Service Planning Supervisor**

Mailing Address: PO BOX 1670
MARINA, CA 93933



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