AGENDA ITEM 2 A Action Item

MEMORANDUM

DATE: September 4, 2025

TO: El Dorado County Transit Authority

FROM: Kate Hewett, Finance Manager

SUBJECT: Contract Award in Response to Request for Proposals (RFP) No. 25-

02 for Bus Parking Lot Rehabilitation (CIP # 23-02) & Zero

Emissions Infrastructure (CIP # 22-03).

REQUESTED ACTION:

BY MOTION,

- 1. Award contract for Bus Parking Lot Rehabilitation (CIP # 23-02) & Zero Emissions Infrastructure (CIP # 22-03) to the lowest responsible bidder, consistent with the bid documents upon legal review and approval
- 2. Approve Resolution No. 25-24 providing PG&E an easement to install necessary electrical service for EV Chargers
- 3. Approve Purchase Order No. 31176 to Consolidated Engineering Inc., in the amount of \$2,308,025.00
- 4. Authorize the Executive Director to execute contract (including change orders but not to exceed CIP budgets), and execute all related documents

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) parks all vehicle assets on site at our facility at 6565 Commerce Way in Diamond Springs. The bus parking lot is located on the northeastern portion of the property. The parking area has interior and perimeter lighting, chain link fencing, a paved surface, and mechanical entry gate.

The pavement condition is degraded significantly and is in need of repair.

In 2021, the El Dorado County Transportation Commission (EDCTC) contracted with Stantec Consulting Services Inc. to prepare an analysis and strategy to promote sustainable mobility throughout the county and surrounding areas. With participation in the study process by El Dorado Transit, the focus was on how El Dorado Transit could comply with the Zero Emission Bus (ZEB) requirements. These requirements came from the California Air Resources Board (CARB) Innovative Clean Transit (ICT) mandate which calls for all transit buses to be zero

emission by 2040. This mandate further requires that beginning in 2029, all new purchases by transit agencies must be zero emission buses.

On May 23, 2024, El Dorado Transit staff and consultants issued a Request for Proposals to qualified engineering firms to provide a thorough analysis of both rehabilitation of the asphalt paving in the bus parking lot and to design the infrastructure to power the charging stations for the bus fleet. The logic with advancing the EV charging system was to ensure that all underground conduits be installed before the pavement rehabilitation was done. This strategy would eliminate the need to tear up the new pavement within a few years if the underground work was delayed. A contract was issued to Dokken Engineering in June of 2024 to prepare the plans, specifications, and estimates for the project, and included close coordination with Pacific Gas and Electric (PG&E). For PG&E to become involved in the project, an application for power was made and design meetings were held to determine how best to accommodate the interests of all parties.

To meet PG&E's stringent requirements for the system components, Dokken Engineering engaged in the services of an electrical engineering firm, Enterprise Engineering Incorporated (EEI). As the coordination between Dokken/EEI and PG&E evolved, it became apparent that both PG&E's expansion of electrical service to the site and the additional main switchboard service panels and transfer switches would require some very expensive electrical equipment to be funded by El Dorado Transit.

It is important to note that as part of El Dorado Transit's contract with PG&E under Rule 29, PG&E's contribution to the project would be \$364,532, which provides for the cost of the underground connection and service conduits from the street to the on-site location connecting to the new switchgear service locations, with that work being done by PG&E construction crews.

DISCUSSION

On June 18, 2025, El Dorado Transit released an RFP seeking proposals from qualified bidders to provide all equipment and materials for and installation of the Bus Parking Lot Rehabilitation and Zero Emissions Infrastructure. The selected bidder is expected to provide all components of the Base Bid, Alternate # 1, and Alternate # 2 to the Bus Parking Lot to the full scope detailed in the RFP.

Due to the unique nature of this project, nine (9) proposals were received from qualified bidders prior to the published submittal deadline. The bids were publicly opened at 10:00 AM on August 8, 2025. The proposals were from; Ample Electric Inc., Consolidated Engineering Inc., Doug Veerkamp General Engineering Inc., Dutch Contracting Inc., Granite Construction Company, JPB Designs, Inc., McGuire and Hester, Mountain Cascade Inc., and Western Engineering Contractor Inc.

Consolidated Engineering Inc. was determined to be the lowest bidder. Consolidated Engineering Inc. was responsive and complied with the requirements of the RFP.

At the June 2025 El Dorado Transit Board Meeting, the Board approved for Staff to proceed with requesting bids for the above-mentioned Capital Improvement Plans (CIPs) with an Engineers Estimate of \$2,761,532. The winning bid is currently estimated at \$2,308,025, which is \$453,507 under the Engineers Estimate.

Staff recommends the award of the contract to Consolidated Engineering Inc, approval of Resolution No. 25-24 providing PG&E easement, approval of the purchase order and the authorization for the Executive Director to execute the contract and all related documents including change orders but not to exceed CIP budgets.

FISCAL IMPACT

This project's expense is reflected in the approved capital budget for fiscal year 2025/26.

Bus Parking Lot Rehabilitation

COST SUMMARY

Bus Parking Lot Rehabilitation	\$ 1,293,200
Contingency	\$ 118,100
Total Cost	\$1,411,300
FUNDING SOURCES	
SB1 State of Good Repair (SGR) Grant FY 22/23	\$ 288,775
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SB1 State of Good Repair (SGR) Grant FY 23/24	\$ 315,003
SB1 State of Good Repair (SGR) Grant FY 24/25	\$ 308,398
SB1 State of Good Repair (SGR) Grant FY 25/26	\$ 328,416
Interest from SGR Grant Funds	\$ 2,772
Transportation Development Act (TDA) Funds	<u>\$ 167,936</u>
Total Revenue	\$1.411.300

Zero Emission Vehicles and Infrastructure – Phase I

COST SUMMARY (ESTIMATE)

Zero Emission Infrastructure	\$ 1,600,300
Contingency	\$ 146,300
Total Cost	\$1,746,600

FUNDING SOURCES

Low Carbon Transit Operations Program FY 20/21	\$ 140,523
Low Carbon Transit Operations Program FY 21/22	\$ 378,215
Low Carbon Transit Operations Program FY 22/23	\$ 380,959

El Dorado County Transit Authority September 4, 2025

Low Carbon Transit Operations Program FY 23/24	\$	491,690
Interest from LCTOP Funds	\$	30,635
Zero Emission Transit Capital Program FY 24/25	\$	292,943
Transportation Development Act (TDA) Funds	\$	31,635
Total Revenue	\$1	,746,600

^{*} Electric Vehicle Infrastructure Rule 29: PG&E will pay for and coordinate the design and deployment of service extensions from PG&E's electrical distribution line facilities to the service delivery point for separately metered electric vehicle (EV) charging stations. The total project cost is \$364,532.88, of which El Dorado Transit is responsible for \$1,464.54 which was already paid.

Bus Parking Lot Rehabilitation

Project No. 23-02 (4)

The El Dorado County Transit Authority (El Dorado Transit) parks all vehicle assets on site at our facility located on the northeastern portion of the property. The parking area has interior and perimeter lighting, chain link fencing, a paved surface and mechanical entry gate.

The pavement condition is degraded significantly and needs repair. In addition, bus charging infrastructure and parking lot layout improvements were recommended in the Zero Emission Vehicle Rollout and Implementation Plan. Including "Area A" in the ZEB study.

This project will include the removal and replacement of asphalt, moving concrete curbs, installation of underground conduit, new striping, and other improvements.

COST SUMMARY (ESTIMATE)	Adopted <u>Budget</u>				
Bus Parking Lot Rehabilitation Consulting Work	\$ 112,500				
Bus Parking Lot Rehabilitation	\$1,180,700				
Contingency 10%	<u>\$ 118,100</u>				
Total Project Estimate	\$1,411,300				
FUNDING SOURCES					
SB1 State of Good Repair Grant FY 22/23	\$ 288,775				
SB1 State of Good Repair Grant FY 23/24	\$ 315,003				
SB1 State of Good Repair Grant FY 24/25	\$ 308,398				
SB1 State of Good Repair Grant FY 25/26	\$ 328,416				
Interest from SGR Grant FY22/23	\$ 1,327				
Interest from SGR Grant FY23/24	\$ 1,445				
Transportation Development Act (TDA) Funds	<u>\$ 167,936</u>				
Total Revenue	\$1,411,300				

Adopted into CIP	Status	Estimated Completion Date
FY 2022 / 2023	Active	FY 2026 / 2027

Zero Emission Vehicles and Infrastructure – Phase I

Project No. 22-03 (4)

El Dorado Transit (EDT), like all transit agencies in the state of California, are required to transition to zero-emission buses (ZEBs) by 2040. In 2018, the California Air Resources Board (CARB) adopted the Innovative Clean Transit ICT regulation that requires this gradual transition to ameliorate the air quality for all communities across California. While public transportation already replaces car trips, by transitioning away from diesel (which currently powers EDT's fleet) and other fossil fuels, transit agencies will further contribute to the sustainability of our natural environment.

EDT is classified under the ICT regulation as a small agency, meaning that beginning in 2026 through 2028, all new heavy-duty bus purchases must consist of at least 25% ZEBs. By 2029, all new purchases are to be 100% ZEB.

EDT undertook a ZEB study to determine the appropriate technologies for its fleet, whether battery-electric buses (BEBs), that 'fuel' or charge in the bus garage and/or on-route, or hydrogen fuel cell electric buses (FCEBs) that are fueled with hydrogen. BEBs and FCEBs are costly vehicles, nearly one-and-half to triple the cost of diesel-powered vehicles. EDT will need to replace its fleet of buses according to the ICT schedule.

Furthermore, the ICT regulation also requires that beginning in 2026, if Altoona-test models are available, agencies must also begin replacing articulated, over-the-road, double-decker, or cutaway buses. EDT currently operates diesel-powered motor coaches on its commuter services, so these buses would need to be transitioned; moreover, gasoline-powered cutaways used for demand-response service will also need to be transitioned to ZE.

Finally, EDT will need to invest heavily in infrastructure for ZEBs, whether BEB or FCEB. For BEBs, electric utility upgrades will need to be coordinated with PG&E, and BEB chargers will need to be procured, installed, and hooked-up prior to BEB acceptance. For FCEBs, EDT may need to construct an on-site fueling yard for hydrogen or look for offsite opportunities, although currently, very few hydrogen fueling stations are available.

Update: While the future of zero-emission mandates are uncertain, El Dorado Transit currently has grant funds (LCTOP) specifically designated toward the Zero Emission Vehicles and Infrastructure project that must be used (according to grant guidelines, "upon receipt of the final year's funding, whether 4 years or less, the agency will have six months to begin the project.") El Dorado Transit leadership has participated in multiple discussions between electric and hydrogen. Although battery-electric buses currently have more options available, the infrastructure and support for hydrogen buses is growing, and could match battery-electric in the near future. Leadership believes it is in El Dorado Transit's best interest to explore both options.

The first phase would be to install the infrastructure and electrical charging equipment using the current grant funds then focus future grant funds on exploring hydrogen.

COST SUMMARY (ESTIMATE)	Adopted Budget
Zero Emission Consulting Work	\$ 137,500
Zero Emission Infrastructure	\$1,462,800
Zero Emission Infrastructure Contingency	\$ 146,300
Zero Emission Bus	\$1,100,000
Zero Emission Bus Contingency	<u>\$ 110,000</u>
Total Project Estimate	\$2,956,600
FUNDING SOURCES	
Low Carbon Transit Operations Program FY20/21	\$ 140,523
Low Carbon Transit Operations Program FY21/22	\$ 378,215
Low Carbon Transit Operations Program FY22/23	\$ 380,959
Low Carbon Transit Operations Program FY23/24	\$ 491,690
Interest from LCTOP FY20/21*	\$ 5,111
Interest from LCTOP FY21/22*	\$ 16,176
Interest from LCTOP FY22/23*	\$ 9,348
Section 5339 – Capital FY 2024	\$ 935,000
Zero-Emission Transit Capital Program FY 24/25	\$ 402,943
Transportation Development Act (TDA/STA) Funds	\$ 196,635
Total Revenue	\$2,956,600

Adopted into CIP	Status	Estimated Completion Date
FY 2021 / 2022	Active	FY 2027 / 2028

EL DORADO COUNTY TRANSIT AUTHORITY

CONTRACT AGREEMENT

with

Consolidated Engineering, Inc.

WITNESSETH

CONTRACTOR and El Dorado Transit do mutually hereby agree as follows:

SECTION 1 - ORGANIZATION AND CONTENTS

- SECTION 1 ORGANIZATION AND CONTENTS
- SECTION 2 CONTRACT DOCUMENTS
- SECTION 3 THE WORK
- SECTION 4 CONTRACT AMOUNT
- SECTION 5 PAYMENTS
- SECTION 6 TIME FOR COMPLETION
- SECTION 7 LIQUIDATED DAMAGES
- SECTION 8 INTERPRETATION OF CONTRACT DOCUMENTS
- SECTION 9 EXTRA OR ADDITIONAL WORK AND CHANGES
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- SECTION 11 ASSIGNMENT OF THE CONTRACT
- **SECTION 12 INDEMNIFICATION**
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- SECTION 15 CLAUSES INCLUDED
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- SECTION 17 FAMILY SUPPORT ENFORCEMENT
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- SECTION 19 LABOR CODE APPLICATION
- SECTION 20 PREVAILING WAGE RATES
- SECTION 21 FORFEITURE AND PAYMENTS FOR BREACH OF PREVAILING WAGE RATES
- SECTION 22 CONTRACTOR TO COMPLY WITH LABOR CODE § 1777.5 et seq.
- SECTION 23 CONTRACTOR TO COMPLY WITH LABOR CODE § 1776
- SECTION 24 NON DISCRIMINATION
- **SECTION 25 INCLUSIONS**

EXHIBIT "A" SCHEDULE OF PAYMENTS

SECTION 2 – CONTRACT DOCUMENTS

The complete contract ("CONTRACT") includes all of the CONTRACT DOCUMENTS, including this Agreement, Invitation to Bid, Non-collusion Declaration, Non-discrimination Clause, Non-segregation Certification, Designation of Subcontractors, Experience Qualifications, Bid Bond, Bid, Instructions to Bidders, Cost Schedule, Contractor's Certificate of Workers' Compensation, Performance Bond, Payment Bond, Insurance Certificates, Abbreviations and Definitions, General Conditions, Specification Sections, Plans, Drawings, Specifications, Scope of Work, Addenda and Change Orders and all other documents contained in the Project Manual and all modifications and amendments to the above. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

SECTION 3 – THE WORK

Contractor shall perform everything required to be performed within the time set forth in Paragraph 6 of this Agreement, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the Contract and required for construction of:

PROJECT LOCATION: El Dorado County, California;

PROJECT NAME: BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2), ("PROJECT" or "WORK"), as set forth more fully in the Construction Documents, Scope of Work, Plans, Drawings, Specifications and Project Manual.

All of the Work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Drawings, Specifications, Scope of Work, and all other provisions of the Contract Documents. Contractor shall not be excused with respect to any failure to so comply with the Contract by any act or omission of EDCTA, EDCTA's consultant, agent, inspector, or representative of any of them.

The Project shall be furnished, performed and completed as required in the Drawings, Specifications, Scope of Work, and all other Contract Documents under the direction and supervision of and subject to the approval of EDCTA. EDCTA shall have the right to accept or reject materials or workmanship and to determine when Contractor has complied with the conditions of the Contract. The Building Inspector employed by EDCTA shall represent EDCTA.

SECTION 4 - CONTRACT AMOUNT

EDCTA shall pay to Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \$2,308,025 (Two-million three-hundred eight thousand and twenty-five dollars).

SECTION 5 – PAYMENTS

The price to be paid to Contractor under this Agreement shall be paid in legally executed and regularly issued warrants of EDCTA drawn on the appropriate fund or funds as required by law. Payments shall be made pursuant to the Schedule attached hereto as Exhibit "A." Payments shall be made for the portions of the Project as construction of the Project is completed, but the payment of progress payments by EDCTA shall not be construed as acceptance of the work done up to the time of such payments. All payments shall be subject to the final bid price set forth in the Cost Schedule.

SECTION 6 – TIME FOR COMPLETION

The Project shall be commenced within five (5) days of issuance by EDCTA of the Notice to Proceed and shall be completed within **Ninety (90) working days** from the date of the Notice to Proceed. Adjustments will be made for rain delays or electrical equipment order delays.

SECTION 7 – LIQUIDATED DAMAGES

If the Work is not completed in accordance with Paragraph 6 above, the parties agree that EDCTA will suffer damage. It being impractical and infeasible to determine the amount of actual damage, Contractor (or Surety) shall pay to EDCTA as fixed and liquidated damages, and not as a penalty, the sum of \$1,000.00 for each calendar day of delay until the Project is completed and accepted. This amount may be deducted from any payments due to or to become due to Contractor.

SECTION 8 – INTERPRETATION OF CONTRACT DOCUMENTS

Should any question arise concerning the intent or meaning of drawings or specifications, such question shall be submitted to EDCTA and its interpretation shall be final.

SECTION 9 – EXTRA OR ADDITIONAL WORK AND CHANGES

Should EDCTA at any time during the progress of the work request any alterations, deviations, additions, or omissions from the Contract specification or plans, it shall be at liberty to do so and the same shall in no way affect or make void the Contract, but the fair and reasonable value of such alterations, deviations, additions, or omissions will be added to or deducted from the amount of said Contract price as the case may be.

All change orders shall be signed by EDCTA. The value of any such extra work or changes shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed upon.
- c) By cost and percentage or by cost and fixed fee.

SECTION 10 – PROSECUTION OF WORK

If in the opinion of EDCTA, Contractor neglects to prosecute the work properly or fails to perform any provisions of the Contract, after ten (10) days written notice to Contractor EDCTA may, without prejudice to any other remedy it may have, remedy any such deficiencies and may deduct the cost therefor from any payment then or thereafter due Contractor, provided that the parties have used proper documentation and negotiations for a fair and equitable resolution.

SECTION 11 – ASSIGNMENT OF THE CONTRACT

Assignment of the Contract or any part thereof shall be prohibited without the prior written consent of EDCTA.

SECTION 12 – INDEMNIFICATION

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted by law, and in conjunction with section 5.53 of the General Conditions, Contractor shall defend, indemnify and save harmless EDCTA, including its officers, directors, agents, and employees, and each of them ("Indemnitees"), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever for claims arising out of or in connection with Contractor's performance of this contract.

- a. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of Contractor, EDCTA, or any other Contractor and;
- b. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence of fault or degree of fault of Indemnitees. Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code § 2782.

Contractor's obligation to defend and indemnify shall not be excused because of Contractor's inability to evaluate liability or because Contractor evaluates liability and determines that Contractor is not liable to the claimant. Contractor shall respond within 30 days to the tender of any claim for defense and indemnity by the State, unless this time has been extended by the State. If Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Contractor under and by virtue of the contract as shall reasonably be considered necessary by

EDCTA, may be retained by EDCTA until disposition has been made of the claim or suit for damages, or until Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Contractor, Contractor waives any and all rights of any type to express or implied indemnity against EDCTA, its officers, employees, or agents (excluding agents who are design professionals). This Section 12 shall survive termination of this contract.

<u>SECTION 13 – INSURANCE</u>

Prior to commencing the Work, Contractor shall obtain and maintain during the life of this contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverage as required by the Insurance Requirements for Contractors included with the Contract Documents bid package.

SECTION 14 – BONDS

Three (3) executed copies of this Agreement, Insurance Certificates, the Performance Bond, and the Payment Bond shall be provided by Contractor. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

SECTION 15 – CLAUSES INCLUDED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included.

SECTION 16 – ELIGIBLE CONTRACTORS

Contractor acknowledges that, pursuant to Public Contract Code § 6101, no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens. Contractor acknowledges that pursuant to Public Contract Code § 6101 no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract who has been found to have violated with intent to defraud a public agency while performing a public works project.

Contractor further acknowledges that, pursuant to Public Contract Code § 6109, Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Labor Code § 1777.1 or § 1777.7. The Labor Commissioner publishes a list of ineligible contractors and subcontractors and distributes the list to awarding bodies under Labor Code § 1777.1.

SECTION 17 – FAMILY SUPPORT ENFORCEMENT

Contractor acknowledges that pursuant to Public Contract Code § 7110 it shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Family Code Division 9, Part 5, Chapter 8 (commencing with § 5200). Contracts in excess of one hundred thousand dollars (\$100,000.00) require an acknowledgement by Contractor of the policy set forth in Public Contract Code § 7110 and Contractor further acknowledges that it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

SECTION 18 – PERFORMANCE DURING WORK HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of EDCTA.

SECTION 19 – LABOR CODE APPLICATION

As provided in Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that compensation for all hours worked in excess of eight (8) hours per day shall be compensated at not less than one and one-half (1½) times the basic rate of pay.

Contractor shall pay to EDCTA a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), unless compensation for the workers so employed by Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

<u>SECTION 20 – PREVAILING WAGE RATES</u>

Pursuant to the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), Contractor shall pay the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project. The prevailing wage rates are available from the Director of the Department of Industrial Relations ("Director"). Contractor shall post a copy of such wage rates at the Site. Holiday and

overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half $(1\frac{1}{2})$ times the above specified rate of *per diem* wages, unless otherwise specified.

<u>SECTION 21 – FORFEITURE AND PAYMENTS FOR BREACH OF PREVAILING WAGE RATES</u>

Pursuant to Labor Code § 1775, Contractor shall as a penalty to EDCTA, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage, the previous record of Contractor in meeting its prevailing rate of *per diem* wage obligations, or Contractor's willful failure to pay the correct prevailing rate of *per diem* wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by Contractor. *Per diem* wages are deemed to include those benefits set forth in Labor Code § 1773.1.

SECTION 22 – CONTRACTOR TO COMPLY WITH LABOR CODE § 1777.5 et seq.

It shall be Contractor's responsibility to know and abide by the requirements of Labor Code §§ 1777.5 et seq. which include, but are not limited to, the requirement to hire apprentices on a public works project.

SECTION 23 - CONTRACTOR TO COMPLY WITH LABOR CODE § 1776

It shall be Contractor's responsibility to know and abide by the requirements of Labor Code § 1776, which include, but are not limited to, the requirement to keep accurate payroll records that shall be available for inspection. In order to comply with Labor Code § 1776, the records must include: names, addresses, Social Security numbers, work classifications, straight time, overtime, and any per diem. In addition, the records must be verified by a declaration under penalty of perjury that the records are true and correct, and that the employer has complied with Labor Code §§ 1771, 1811 and 1815.

SECTION 24 – NON-DISCRIMINATION

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or gender.

Contractor and subcontractors hereby agree to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and

subcontractors agree to comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated under California Administrative Code, Title 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900, set forth in California Administrative Code, Title 2, Division 4.1, Chapter 5 are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors agree to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

SECTION 25 – INCLUSIONS

Contractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the contract.

THE COMPLETE CONTRACT AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT, EXISTS BETWEEN THE PARTIES. THIS CONTRACT CAN BE MODIFIED ONLY BY AN EXECUTED WRITTEN AGREEMENT APPROVED BY THE GOVERNING BOARD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

EL DORADO COUNTY TRANSIT AUTHORITY	CONTRACTOR Consolidated Engineering, Inc.
By: Brian James, Executive Director	By: Casey Curtin, President
	CONTRACTOR's License No. 1013580
	(COPPORATE SEAL of CONTRACTOR)

CONTRACT AGREEMENT

EXHIBIT "A"

SCHEDULE OF PAYMENTS

EDCTA shall make Payments for the Project Work in conformance with and subject to the terms and conditions for payments as set forth below and in the Construction Agreement, if applicable.

10%	due	October 15, 2025
30%	due	November 30, 2025
60%	due	December 30, 2025
5 %*	due	60 days after EDCTA's acceptance and approval of final Project.

^{*}Note: EDCTA shall withhold at least 5% of total labor and materials until final completion and acceptance of the Project. On the expiration of sixty (60) days after the recordation of the Notice of Completion all monies due and payable to Contractor shall be paid, subject to the provisions of Section 5 herein.

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY DIAMOND SPRINGS, CA 95619-9454 (530) 642-5383

PURCHASE ORDER NO. B31176

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, PACKAGES, AND BILLS OF LADING.

DATE: 09/04/25

ACCOUNT: 9910.09 CLASS: 125

TO: CONSOLIDATED ENGINEERING, INC.

PO BOX 701

VALLEY SPRINGS, CA 95252

SHIP & INVOICE TO:

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY

DIAMOND SPRINGS, CA 95619-9454

Contact: CASEY CURTIN / BLAKE EHLERS

Vendor Phone No: (925) 752-5360 / (209) 747-0672 Email Address: CASEY@CONENGINC.NET

PROM	IISED DE	LIVERY DATE	TERMS: NET 30		
			F.O.B. DESTINATION		
QTY	UNIT		DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		Base Bid for the B Infrastructure Proje (See Attached Bid			\$295,989.00
			(Trenching, Conduit, and Handholes) for the Bus oilitation Project and Infrastructure Project Schedule)		\$587,786.00
			(Charging Equipment, Pads, and Bollards) for the ehabilitation Project and Infrastructre Project		\$1,424,250.00
I hereby	/ certify tha	nt this purchase order is	s in accordance	SUBTOTAL	\$2,308,025.00
with pro	cedures in	the purchase manual	governing of such	SHIPPING	\$0.00
items for El Dorado County Transit Authority.		SALES TAX	\$0.00		
PURC	HASING	AGENT		TOTAL	NTE: \$2,308,025.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

Circle Distributing: Vendor - Accounting - Requestor - Purchasing

[&]quot;This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected."

BUS PARKING LOT REHABILITATION PROJECT # 23-02 & ZERO EMISSION INFRASTRUCTURE PROJECT # 22-03 BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. El Dorado County Transit Authority does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

	required to fill out the BID SCHEDULE. The TOTAL COST (Base Bid) shall be t	used to comp			
ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Base Bid		•			
1	JOB SITE MANAGEMENT / WATER POLLUTION CONTROL	LS	1	\$10,000.00	\$10,000.00
2	TEMPORARY DRAINAGE INLET PROTECTION	EA	2	\$900.00	\$1,800.00
3	ROADWAY EXCAVATION	CY	493	\$38.00	\$18,734.00
4	IMPORTED BORROW	CY	149	\$48.00	\$7,152.00
5	REMOVE CONCRETE (CURB RAMP)	SQFT	60	\$62.00	\$3,720.00
6	REMOVE CONCRETE (VALLEY GUTTER)	SQFT	37	\$86.00	\$3,182.00
7	REMOVE CONCRETE CURB	FL	400	\$17.00	\$6,800.00
8	REMOVE AND SALVAGE PARKING BUMPER	EA	30	\$35.00	\$1,050.00
9	RECONSTRUCT CHAIN LINK FENCE	LF	50	\$230.00	\$11,500.00
10	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	5,200	\$3.10	\$16,120.00
11	HOT MIX ASPHALT (TYPE A)	TON	733	\$133.00	\$97,489.00
12	CLASS 2 AGGREGATE BASE	CY	202	\$97.00	\$19,594.00
13	PAVING MAT	SQYD	5,805	\$4.20	\$24,381.00
14	MINOR CONCRETE (CURB)	LF	365	\$79.00	\$28,835.00
15	MINOR CONCRETE (VALLEY GUTTER)	SQFT	11	\$527.00	\$5,797.00
16	PARKING BUMPER (PRECAST CONCRETE)	EA	41	\$85.00	\$3,485.00
17	THERMOPLASTIC TRAFFIC STRIPE	LF	2,200	\$2.75	\$6,050.00
18	RELOCATE SHED	EA	2	\$1,575.00	\$3,150.00
19	TEMPORARY RELOCATE SHED	EA	1	\$3,150.00	\$3,150.00
20	MOBILIZATION (10%)	LS	1	\$24,000.00	\$24,000.00
			TOT	AL COST (Base Bid):	\$295,989.00
Add Alte	rnate # 1 (Trenching, Conduit, and Handholes)				
11a	HOT MIX ASPHALT (TYPE A)	TON	128	\$135.00	\$17,280.00
12a	CLASS 2 AGGREGATE BASE	CY	180	\$98.00	\$17,640.00
21	TRAFFIC RATED MANHOLE 5'X5'	EA	2	\$19,400.00	\$38,800.00
22	TRAFFIC RATED HANDHOLE 3'X5'	EA	4	\$13,230.00	\$52,920.00
23	TRAFFIC RATED HANDHOLD 2'X3'	EA	3	\$9,450.00	\$28,350.00
24	TRAFFIC RATED HANDHOLE 17"X30"	EA	21	\$836.00	\$17,556.00
25	TRAFFIC RATED HANDHOLE 11"X18"	EA	24	\$810.00	\$19,440.00
26	CONDUITS	LF	16,000	\$9.75	\$156,000.00
27	TRENCHING	LF	1,600	\$124.25	\$198,800.00
28	CONDUIT HORIZONTAL DIRECTIONAL DRILLING METHOD	LE	0	\$0.00	\$0.00
20a	MOBILIZATION (10%)	LS	1	\$41,000.00	\$41,000.00
			TOTAL COST	(Add Alternate #1):	\$587,786.00
	rnate # 2 (Charging Equipment, Pads, and Bollards)	T			
29	COMMISIONING	LS	1	\$15,500.00	\$15,500.00
30	SWITCHBOARD MSB1	EA	1	\$231,500.00	\$231,500.00
31	SWITCHBOARD MSB1 BUS DUCT	LF	5	\$6,100.00	\$30,500.00
32	AUTOMATIC TRANSFER SWITCH	EA	1	\$142,000.00	\$142,000.00
33	SWITCHBOARD MSB2	EA	1	\$207,000.00	\$207,000.00
34	SWITCHBOARD A	EA	1	\$60,000.00	\$60,000.00
35	CHARGEPOINT POWER BLOCK AND POWER LINKS	LS	1	\$206,000.00	\$206,000.00
36	ELECTRICAL EQUIPMENT GROUNDING	LS	7	\$14,000.00	\$14,000.00
37	CABLES	LF	20,500	\$20.50	\$420,250.00
38	REINFORCED CONCRETE (EQUIPMENT PADS)	CY	17	\$2,100.00	\$35,700.00
39	FIXED BOLLARD	EA	4	\$2,200.00	\$8,800.00
20b MOBILIZATION (10%) LS 1 \$53,000.00 TOTAL COST (Add Alternate #1):					\$53,000.00
, ,					\$1,424,250.00
			A _L_L A	Base Bid Total:	\$295,989.00
				Alternate #1 Total:	\$587,786.00
	- · ·	Dial D		Alternate #2 Total:	\$1,424,250.00
	lotai	DIU: Base	DIU + AQQ All	#1 & Add Alt #2:	\$2,308,025.00

BUS PARKING LOT REHABILITATION PROJECT # 23-02 & ZERO EMISSION INFRASTRUCTURE PROJECT # 22-03 BID SCHEDULE

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20b	MOBILIZATION (10%)	LS	1	\$53,000.00	\$53,000.00 \$1,424,250.00	
TOTAL COST (Add Alternate #1):						
Base Bid Total: Add Alternate #1 Total:						
	Add Alternate #1 Total: Add Alternate #2 Total:					
Total Bid: Base Bid + Add Alt #1 & Add Alt #2:						

EL DORADO COUNTY TRANSIT AUTHORITY RESOLUTION NO. 25-25

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY APPROVING AN EASEMENT TO PG&E

WHEREAS, the Governing Board of the El Dorado County Transit Authority is authorized to approve providing an easement to PG&E; and

WHEREAS, the El Dorado County Transit Authority has prepared plans and specifications for the Bus Parking Lot Improvements Project #23-02; and

WHEREAS, the prepared plans mentioned have incorporated improvements to be constructed by Pacific Gas & Electric Company (PG&E); and

WHEREAS, PG&E requires that an Easement Deed be duly executed that grants easement rights to PG&E for the installation and operation of electric facilities upon the property owned by the El Dorado County Transit Authority (APN 329-342-005); and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the El Dorado County Transit Authority hereby approves the Easement Deed attached hereto, and authorizes the Chairman of the Board of Directors to execute the Easement Deed; said executed Easement Deed will be returned to PG&E for recording by PG&E in the County of El Dorado.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 4th day of September 2025, by the following vote of said Board:

AYES:	NOES:	ABSTAIN:	ABSENT:
El Dorado Coun	ty Transit Authority Cl	nairperson	
ATTEST:			
Megan Wilcher,	Secretary to the Board	 !	
APPROVED AS	S TO FORM:		
Michael Tucker	Legal Counsel		

Utility Distribution Easement (02/2020)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY 300 Lakeside Drive, Suite 210 Oakland, CA 94612 Attn: Land Rights Library

Location: City/Uninc
Recording Fee \$
Document Transfer Tax \$
[] This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
[] Computed on Full Value of Property Conveyed, or
[] Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale
[] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2110-10-10053

EASEMENT DEED

35576983

EL DORADO COUNTY TRANSIT AUTHORITY, a Joint Powers Authority for public transit purposes,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the unincorporated area of the County of El Dorado, State of California, described as follows:

(APN 329-342-005)

LOT 43 as shown upon the Diamond Development Subdivision filed for record April 23, 1980, in Book F of Maps at page 119, El Dorado County Records.

The easement area is described as follows:

The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing marked EXHIBIT "A" attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Utility Distribution Easement (02/2020)

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "B", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated:,			
	EL DORADO COUNTY TRANSITAUTHORITY		
	Ву		
I hereby certify that a resolution was adopted on the day of, 20, by the	Print Name and Title		
authorizing the foregoing grant of easement.	By		
By Print Name and Title	Print Name and Title		

Utility Distribution Easement (02/2020)

Attach to LD: 2110-10-10053 Area, Region or Location: 6 Land Service Office: Auburn

Line of Business: Electric Distribution (43)

Business Doc Type: Easements MTRSQ: 21.10.10.25.42, FERC License Number: NA

PG&E Drawing Number: 35576983 Plat No.: AX118-J21, I4121 (E) LD of Affected Documents: NA

LD of Cross Referenced Documents: NA Type of interest: Utility Easement (86)

SBE Parcel: NA

% Being Quitclaimed: NA Order or PM: 35576983

JCN: NA

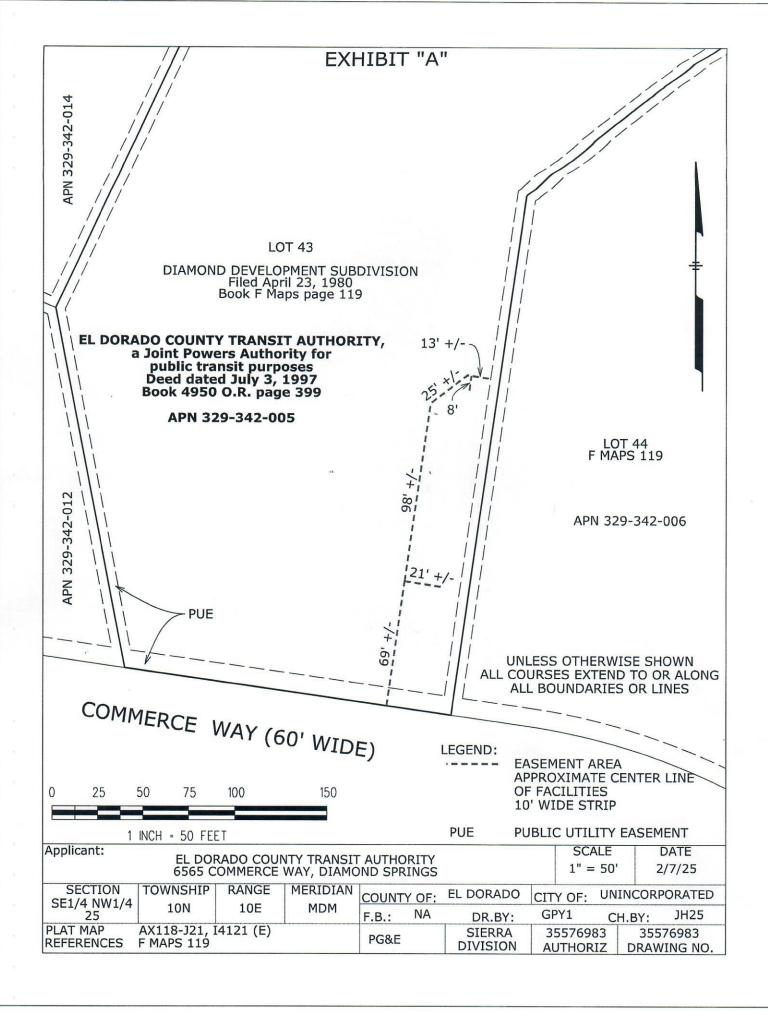
County: El Dorado

Utility Notice Number: NA

851 Approval Application No: NA ;Decision: NA

Prepared By: GPY1 Checked By: JH25 Approved By: NA Revised by: NA A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of)		
On	, before me,		Notary Public,
who proved to me on the basis	s of satisfactory evidence to be the	he person(s) whose name(s) is/	76
instrument and acknowledged	to me that he/she/they executed	the same in his/her/their author	rized capacity(ies), and that
by his/her/their signature(s) on the instrument.	the instrument the person(s), or the	he entity upon behalf of which t	he person(s) acted, executed
I certify under PENALTY OF correct.	PERJURY under the laws of the	State of California that the fore	egoing paragraph is true and
WITNESS my hand and offici	al seal.	,	
Signature of Notary	r Public	(Se	al)
CAPACITY CLAIMED BY	SIGNER		
[] Individual(s) signing for o	neself/themselves		
[] Corporate Officer(s) of the	above named corporation(s)		
[] Trustee(s) of the above na	med Trust(s)		
[] Partner(s) of the above nar	ned Partnership(s)		
[] Attorney(s)-in-Fact of the	above named Principal(s)		
[] Other			



Pacific Gas and Electric Company



EXHIBIT "B"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. Please read this disclosure carefully before signing the Grant of Easement.

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and may be used to install additional utility facilities. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.