

Monterey County Public Works Department  
**UTILITY AGREEMENT AMENDMENT #1**

County	Route	P.M.	Project #
Monterey			382065
Fed. Aid. No.	BRLO-5944 (010)		
Cal-Am's File			
FEDERAL PARTICIPATION: On the Project : Yes			
On the Utilities: Yes/No			No

AMENDMENT NO. 1  
**UTILITY AGREEMENT NO. 3820.02**  
 BETWEEN COUNTY OF MONTEREY AND  
 CALIFORNIA AMERICAN WATER COMPANY

THIS AMENDMENT NO. 1 to the Utility Agreement No. 3820.02 between the County of Monterey, a political subdivision of the State of California hereinafter, "County and California American Water Company, hereinafter called "Cal-Am", a California corporation which was executed by the County on March 27, 2012. Cal-Am owns and maintains water distribution facilities within the County.

WHEREAS, the County and Cal-Am wish to amend the Agreement to allow the reimbursement of cost associated with the installation of Force Balanced Flex-tend Flexible Expansion joints, two new gate valves, and other ancillary piping components to improve the function of the pipeline.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Amend the first paragraph of Section IV, "PAYMENT FOR WORK", to read as follows:

Cal-Am shall pay the cost to relocate its facilities located within the project limits. The initial project cost estimate, based on the contract bid items, was \$155,100 and consisted of the following bid items:

Item No. 23 - Relocate Water Utility Lines	\$105,000
Item No. 24 - Relocate Water Meter	26,600
Item No. 25 - Adjust Water Meter	6,000
Item No. 26 - Relocate Water Valve	17,500

Cal-Am also provided the County a 10% contingency of said work, for a total of \$170,610. During the course of construction Cal-Am has requested that extra work be done by the contractor, via contract change order, in the amount of \$44,439.92. Cal-Am agrees to reimburse the County the outstanding amount of \$28,929.92 plus an additional

5% overall contingency for a total of \$39,337. Cal-Am shall pay this amount within 90 days upon receipt of County's invoice, signed by a representative of County's organization and prepared on County's letterhead.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, County and Cal-Am have executed this Amendment to Utility Agreement as of the day and year first above written.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Director of Public Works, Robert K. Murdoch, P.E.

Date: \_\_\_\_\_

Approved as to Form, County Counsel

By: Cynthia L. Hasson  
Cynthia L. Hasson, Deputy County Counsel  
Name and Title

Date: 6-20-13

Approved as to Fiscal Provisions, Auditor-Controller

By: \_\_\_\_\_

Date: 6-13-13  
RISK MANAGEMENT  
COUNTY OF MONTEREY

Risk Management

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: Steven F. Mauck  
Steven F. Mauck, Principle Risk & Benefit Analyst

Name and Title

Date: 6-25-13

CALIFORNIA AMERICAN WATER COMPANY

By: Richard P. Sundland  
Richard P. Sundland, VP-Eng.  
Name and Title

Date: 4/5/13

By: David P. Stephenson  
David P. Stephenson, Asst Treasurer  
Signature of Secretary, Assistant Secretary, CFO,  
or Assistant Treasurer

Date: April 5 2013

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Distribution: 1) Cal-Am, 2) County, 3) DLAE -File, 4) District Utility Coordinator - File