

Monterey County Public Works Department
UTILITY AGREEMENT

County	Route	P.M.	Project #
Monterey			10-220565
Fed. Aid. No.	BRLOZB-5944 (035)		
AT&T California's File			
FEDERAL PARTICIPATION: On the Project : Yes			
On the Utilities: Yes/No			Yes

UTILITY AGREEMENT NO. 2205-1

The Monterey County Public Works Department hereinafter called "COUNTY" proposes the Construction of the Lonoak Road Bridge (Co. No. 402; St. No. 44C-0158) at Lewis Creek on Lonoak Road, east of King City, Monterey County,
And: AT&T California, hereinafter called "at&t," owns and maintains communication distribution facilities; within the limits of COUNTY's project that requires relocation of said facilities to accommodate COUNTY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner, dated May 14, 2009, at&t shall remove its communication lines that are presently on the existing Lewis Creek Bridge across Lewis Creek prior to the demolition of the existing bridge and then relocate the communication lines for permanent placement through the casing provided within the bridge bay of the new Lonoak Road Bridge as shown on the attached plan sheet attached as "Exhibit A".

Deviations from at&t's plan shown as "Exhibit A" and described above initiated by either the COUNTY or at&t, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and acknowledged by at&t, will constitute an approved revision of at&t's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by at&t of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. PERFORMANCE OF WORK

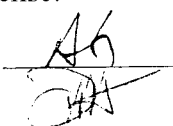
at&t agrees to perform the herein described work, excepting that work being performed by the COUNTY's contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002; work performed by at&t's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. at&t shall verify compliance with this requirement in the administration of its contracts referenced above.

II-A. LIABILITY FOR WORK

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

at&t:



County: _____

III. PAYMENT FOR WORK

The COUNTY shall pay its share of the actual cost of the herein described work within 90 days after receipt of at&t's itemized bill in quintuplicate, signed by a responsible official of at&t's organization and prepared on at&t's letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for at&t by the California Public Utilities Commission (PUC) or Federal Communications Commission (FCC), whichever is applicable.

It is understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of at&t's facilities in the new location and that at&t shall give to the COUNTY any material or parts salvaged and not retained by at&t for disposal by the COUNTY's Contractor.

During the progress of the work, at&t may bill COUNTY not more than once each month for 100% of the actual costs incurred by at&t not previously reimbursed by COUNTY to the date of such billing, and COUNTY shall reimburse at&t therefore. Upon the completion of the work, COUNTY shall reimburse at&t for 100% of the actual net cost which at&t has incurred in effecting the rearrangement of its facilities including costs, if any, involved in any temporary rearrangement with credit given to COUNTY for any interim payments made in accordance with this paragraph. The net cost is presently estimated to be \$ 13,229.75

Within thirty (30) days after receipt of at&t's itemized invoice for the additional amount due at&t, COUNTY shall reimburse at&t for the amount billed, provided, however, that COUNTY shall have reasonable access to at&t's accounts and records for the purpose of auditing said invoice. If, after the itemized invoice is prepared, it is determined that the actual net cost is less than any amount previously paid by COUNTY under this Agreement, at&t shall reimburse COUNTY the amount of the difference between the amount paid and the actual net cost, without interest.

IV. GENERAL CONDITIONS

at&t shall submit a Notice of Completion to the COUNTY within 30 days of the completion of the work described herein.

Upon the receipt by at&t of notice in writing from COUNTY, at&t will commence and thereafter diligently prosecute the rearrangement of at&t's facilities as nearly as possible in accordance with (COUNTY's/at&t's) Plans, attached hereto and marked Exhibit A, provided, however, that at&t shall not be obligated to perform such work until necessary land rights have been acquired in a form satisfactory to at&t for any of at&t's facilities that must be replaced in the new location.

COUNTY shall obtain, at no cost to at&t and in a form satisfactory to at&t, all necessary permits required for the temporary or permanent rearrangement of at&t's facilities from governmental agencies having jurisdiction over the same and shall file any statement required by, and otherwise comply with the applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 et seq.).

In the event the construction of temporary facilities is necessary, at&t may use lands owned or controlled by COUNTY for the purpose of making such temporary installation provided that COUNTY shall have approved the location thereof. Upon completion of construction of such facilities in their permanent location, at&t shall remove all temporary facilities.

COUNTY will acquire new rights of way in the name of the COUNTY through negotiation or condemnation and when acquired in COUNTY's name, shall convey use to at&t as covered by existing Franchise Agreement. Where at&t has prior rights in areas which will be within the highway right of way and where at&t facilities will remain on or be relocated on COUNTY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties, if none exists.

It is understood that said highway is a federal-aid highway and accordingly, 23 CFR Part 645 is hereby incorporated into this Agreement by reference; provided, however, the provisions of any agreements entered into between the COUNTY and the at&t pursuant to state law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable federal or state regulatory body and approved by the Federal Highway Administration (FHWA), shall govern in lieu of the requirements of said 23 CFR Part 645.

The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

V. INDEMNIFICATION

At&t shall defend, indemnify and hold harmless COUNTY, its officers employees and agents from and against any and all claims or actions arising out of or related to at&t's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of COUNTY, its officers, employees or agents.

IN WITNESS WHEREOF, County and at&t have executed this Agreement as of the day and year first above written.

COUNTY OF MONTEREY

By _____
Director of Public Works, Yazdan T. Emrani, P.E.

Date: _____

Approved as to Form, County Counsel

By Cynthia L. Brown

Date: 3-26-10

Approved as to Fiscal Provisions, Auditor-
Controller

By [Signature]

Date: 3/26/10

Risk Management

By [Signature]

Date: 3/29/10

at&t California

By [Signature]
David Morrison OSP Engineer
Name and Title

Date: 3/22/10

By [Signature]
Signature of Secretary, Assistant Secretary, CFO, or
Assistant Treasurer

Date: 3/25/10

*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) at&t California, 2) Utility Coordinator, 3) DLAE -File. 4) District Utility Coordinator - File

EXHIBIT A

TEMP CONSTRUCTION
EASEMENT

ROADWAY AND UTILITY
EASEMENT

ROADWAY AND UTILITY
EASEMENT

(4) 102mm PVC CONDUIT IN BRIC
~~SWEEP TO NEW POLE AT EACH~~
END OF BRIDGE (DIRECT BURIED)

LEWIS COUNTY
LEWIS CENTER

