

Monterey County Public Works Department  
**UTILITY AGREEMENT**

County	Route	P.M.	Project #
Monterey		19.96	09-220165
Fed. Aid No.		STPLZ-5944 (041)	
PG&E's File		31014920	
FEDERAL PARTICIPATION: On the Project: Yes			
On the Utilities: Yes			

**UTILITY AGREEMENT NO. 2201.01**

The Monterey County Public Works Department hereinafter called "COUNTY" proposes Construction of the Peach Tree Road Bridge (Co. No. 412; St. No. 44C-0151) at Pancho Rico Creek on Peach Tree Road, 19.92 miles south of State Highway 198, And: Pacific Gas and Electric Company hereinafter called "PG&E", owns and maintains communication distribution pole line "Facilities" within the limits of COUNTY's project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE:**

In accordance with Notice to Owner No. 2201-1 dated 10/25/2013; PG&E shall relocate its Power Line in two phases in order to accommodate the COUNTY'S bridge construction. Phase I shall remove the existing Facilities located near Peach Tree Road Centerline Stations 9+00 to 10+50, to a temporary location northerly of the road right-of-way and within the Temporary Utility Easement to be acquired by COUNTY, as shown on the plan sheet attached as Exhibit A, and incorporated by this reference. Phase II, shall relocate the temporary Facilities back to its original alignment. All work shall be performed substantially in accordance with PG&E's Plan No 31014920 dated March 5, 2014 consisting of one (1) sheet, a copy of which has been provided to the County by letter dated March 21, 2014.

Deviations from the PG&E plan shown as Exhibit A and described above initiated by either the COUNTY or PG&E, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and agreed to/acknowledged by PG&E, will constitute an approved revision of the PG&E's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by PG&E 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. LIABILITY FOR WORK:**

Existing PG&E facilities are located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at COUNTY's expense. PG&E owns and operates at its present location pursuant to a grant of easement from F.W. Walti and Clara W. Pearson to

PG&E dated December 23, 1949 and recorded... in Book 1193, page 292, Monterey County records. The costs associated with relocation of PG&E's Phase I and Phase II shall be at 100% COUNTY's expense pursuant to PG&E's said easement dated December 23, 1949. PG&E has currently estimated the cost of the relocation to be \$68,763.

### III. PERFORMANCE OF WORK:

PG&E agrees to perform the herein described work, excluding work being performed by the COUNTY's contractor and/or its forces, with its own forces or to cause the herein described work to be performed by PG&E's contractor, employed by an internal written contract and to furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

### IV. PAYMENT FOR WORK:

The COUNTY shall pay its share of the actual cost of the herein described work within 90 days after receipt of PG&E's itemized bill in quintuplicate, signed by a responsible official of PG&E's organization and prepared on PG&E's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for PG&E 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 PG&E's facilities in the new location and that PG&E shall give credit to the COUNTY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by PG&E.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of PG&E's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of the Agreement shall have the prior concurrence of COUNTY.

Not more frequently than once a month, but at least quarterly, PG&E will prepare and submit progress bills for costs incurred not to exceed PG&E's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by COUNTY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

PG&E shall submit a final bill to the COUNTY within 180 days after the completion of the work described in Section I above. If the COUNTY has not received a final bill within 180 days after notification of completion of PG&E's work described in Section I of this Agreement, and COUNTY has delivered to PG&E fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for PG&E's facilities (if required), COUNTY will provide written notification to PG&E of its intent to close its file within 30 days. PG&E

hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the COUNTY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the PG&E and approval of documentation by COUNTY. Except, if the final bill exceeds PG&E's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

Detailed records from which the billing is compiled shall be retained by the PG&E for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. PG&E agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, PG&E agrees to reimburse COUNTY upon receipt of COUNTY billing.

V. GENERAL CONDITIONS:

**CONTRACT ADMINISTRATORS**

FOR COUNTY:

FOR PG&E:

Enrique Saavedra, Project Manager  
Name and Title

Joyce Nichols, Land Agent  
Name and Title

168 W. Alisal Street  
Address

356 E. Alisal Street

Salinas, California 93901

Salinas, CA 93901  
Address

(831) 755- 8970 (831) 784-0318  
Phone Fax

(831)784-3504 (831)784-3651  
Phone Fax

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

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

COUNTY shall acquire, at no cost to PG&E and in a form satisfactory to PG&E, all necessary permits required for the temporary or permanent rearrangement of PG&E'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, PG&E 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, PG&E 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 PG&E as covered by existing Franchise Agreement if it exists. Where PG&E has prior rights in areas which will be within the highway right of way and where PG&E's 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, Chapter 1, Part 645 is hereby incorporated into this Agreement."

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

"PG&E understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR))."

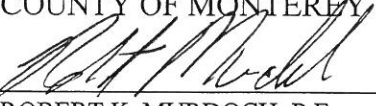
"All documents obtained to demonstrate BA compliance will be held by PG&E for a period of three (3) years from the date the final payment was received by PG&E and will be made available to Caltrans or FHWA upon request."

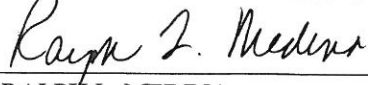
"One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice."

The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The signatories to this Utility Agreement warrant that they are

authorized to enter into this Agreement on behalf of the entity for which said signatory executed this Agreement.

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

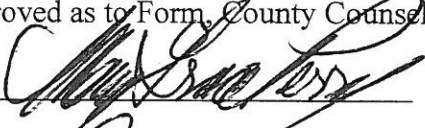
COUNTY OF MONTEREY  
By   
ROBERT K. MURDOCH, P.E.  
Director of Public Works

PACIFIC GAS AND ELECTRIC COMPANY  
By   
RALPH L. MEDINA  
Supervisor, Land Rights Services

Date: 11/25/15

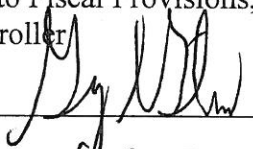
Date: August 27, 2015

Approved as to Form, County Counsel

By   
Date: 9-4-2015

By \_\_\_\_\_  
Signature of Secretary, Assistant Secretary, CFO, or  
Assistant Treasurer  
Date: \_\_\_\_\_

Approved as to Fiscal Provisions,  
Auditor-Controller

By   
Date: 9-8-15

Risk Management

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

\*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) PG&E, 2) Utility Coordinator, 3) DLAE-File, 4) District Utility Coordinator - File