

Monterey County Resource
Management Agency
**UTILITY AGREEMENT
NO. 2202.1 -
AMENDMENT NO. 1**

County	Route	P.M.	Project # Co. No. 2022 PM35161303 PM35182064
Monterey	Z656	5.0	
Fed. Aid No. STPLZ-5944 (139)			
PG&E's File: PM35161303 PM35182064		Customer No. 1203358	
FEDERAL PARTICIPATION: On the Project: Yes			
On the Utilities: Yes			

UTILITY AGREEMENT NO. 2202.1 - AMENDMENT NO. 1

Section I. Work To Be Done: of the Agreement is deleted and replaced by the following:

Section I. Work To Be Done:

“In accordance with Notice to Owner, No. “C-1 (PG&E)”, dated April 3, 2018 and “Revised Notice to Owner, No. “C-1R (PG&E)”, dated October 1, 2020, OWNER shall relocate its Utility Pole and attached power line from the existing location at Station 14 + 00, 1’ Lt. to locations as shown on the attached plan sheets, plan sheet 1 of 2 PM: 35161303 during the preconstruction phase I and plan sheet 2 of 2 PM 35182064 during the postconstruction phase II. Plan sheet 1 of 2 PM 35161303 and plan sheet 2 of 2 PM 35182064 are attached as “Exhibit A” and a copy is on file in the Office of the LOCAL AGENCY at 1441 Schilling Place, 2nd Floor, Salinas, California 93901-4527. No work under said deviation shall commence prior to receipt by OWNER of the “Revised Notice to Owner, C-1R (PG&E)”. This “Utility Agreement No. 2202.1 – Amendment No. 1” shall constitute an approved revision of OWNER’s plan and is made a part of the UTILITY AGREEMENT NO. 2202.1 (“Agreement”).

Future changes in the scope of the work will require a second amendment to the “Agreement” and this “Amendment No. 1” in addition to a “Second Revised Notice to Owner”. Future deviations from the OWNER’s plan described above initiated by either the LOCAL AGENCY or OWNER, shall be agreed upon by both parties hereto under an additional “Second Revised Notice to Owner”. Such “Second Revised Notice to Owner”, after approval by the LOCAL AGENCY and acknowledgement by OWNER would constitute an approved second revision of OWNER’s plan described above and would be made a part of the Agreement after said approval.

The change in overhead electrical line alignment from Utility Agreement No. 2202.1– Exhibit A to Utility Agreement No. 2202.1 Amendment No. 1 – Exhibit A is required

to maintain PG&E's prescriptive rights of the existing PG&E overhead electrical line south of Station 14+00 with the associated property owners and to adhere to new PG&E standards for length of overhead electrical lines between poles. The revised plan sheet 1 of 2 PM 35161303 and plan sheet 2 of 2 PM 35182064 constitute a deviation from the original "Agreement" plan and is initiated by LOCAL AGENCY as requested by OWNER to ensure the relocations of the overhead electrical lines and supporting poles are entirely within areas LOCAL AGENCY has possession of and maintains property rights under Roadway and Utility easements.

The revision from the OWNER'S plan sheets Exhibit A from the original "Utility Agreement No. 2202.1" to OWNER'S plan sheets Exhibit A, instituted by Utility Agreement No. 2202.1 – Amendment No. 1, is agreed upon by both parties and a "Revised Notice to Owner, No. "C-1R (PG&E)" is included to reflect this revision."

Section II Liability for Work:

The second sentence,

“The cost of the utility relocation work is presently estimated to be \$125,600”

is deleted and replaced by the following:

“The cost of the utility relocation work is presently estimated to be \$93,900.

Also, the following sentences are added:

“Material And Labor Breakdown Sheet” is attached as “Exhibit B” and incorporated by this reference.

Where OWNER has prior rights in areas which will be within County right of way and where OWNER's facilities will remain on or be relocated on County right of way, a “Joint Use Agreement or Consent to Common Use Agreement” shall be executed by the parties.

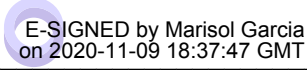
All other Sections, terms, and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, LOCAL AGENCY and OWNER have executed this Agreement as of the last date opposite the signatures below.

COUNTY OF MONTEREY, Local Agency

PG&E California, Owner

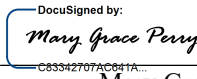
By _____
Carl P. Holm, AICP
RMA Director

By _____

Marisol Garcia
Supervisor
Land Rights Services - South

Date: _____

Date: November 09, 2020

Approved as to Form
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By  _____
Mary Grace Perry
Deputy County Counsel

Date: 11/23/2020

By _____
Signature of Secretary, Assistant Secretary, CFO,
Treasurer, or Assistant Treasurer

Approved as to Fiscal Provisions
Auditor-Controller

By  _____

Date: _____

Date: 11/23/2020

*INSTRUCTIONS: If OWNER is a corporation, including a nonprofit corporation, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers per California Corporations Code Section 313. If OWNER is a limited liability corporation, the full legal name of the LLC shall be set forth above together with the signatures of two managers. If OWNER 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 OWNER is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACT ADMINISTRATORS

FOR LOCAL AGENCY:

FOR OWNER:

Douglas Poochigian, P.E.
Civil Engineer

Alexandro D. Soria
Land Agent – South County

1441 Schilling Place, RMA- Public Works
Salinas CA 93901

Address

356 E .Alisal St. Salinas, CA
93901

Address

(831) 755- 4888 (831) 784-0318
Phone Fax

(831) 784-3309
Phone Fax

Distribution: 1) PG&E, 2) Utility Coordinator, 3) DLAE-File, 4) District Utility Coordinator - File