

Attachment C

Monterey County Resource
 Management Agency
UTILITY AGREEMENT

| | | | |
|--|-------|----------------------|-----------------|
| County | Route | P.M. | Project # |
| Monterey | Z656 | 5.0 | STPLZ 5944(040) |
| Fed. Aid No. | | STPLZ-5944 (040) | |
| PG&E's File | | Customer No. 1203358 | |
| FEDERAL PARTICIPATION: On the Project: Yes | | | |
| On the Utilities: Yes | | | |

UTILITY AGREEMENT NO. 2202.1

The Monterey County Resource Management Agency - Public Works, Parks, and Facilities hereinafter called "LOCAL AGENCY" proposes the Construction of the Nacimiento Lake Drive Bridge (Co. No. 449; St. No. 44C-0187) at San Antonio River on Nacimiento Lake Drive, seven miles southwest of the town of Bradley, Monterey County,

And: Pacific Gas and Electric hereinafter called "OWNER", owns and maintains electrical distribution facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

Section I. Work To Be Done:

"In accordance with Notice to Owner, No. "C-1 (PG&E)", dated April 3, 2018, 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 sheet 1 of 2 during the preconstruction phase I and on the attached plan sheet 2 of 2 during the post construction phase II. Plan sheets I and II 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 CA 93901-4527. 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 a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by OWNER will constitute an approved revision of OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by OWNER 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."

Section II. Liability for Work:

“The existing facilities are located in their present position pursuant to prescriptive rights prior and superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY’s expense.”

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

Section III. Performance of Work:

“OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by OWNER’s contractor, employed by written contract on a continuing basis to perform work of this type, 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 OWNER’s contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.”

Section IV. Payment for Work:

“The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER’s itemized bill in quintuplicate, signed by a responsible official of LOCAL AGENCY’s organization and prepared on OWNER’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 OWNER by the California Public Utilities Commission (PUC) or Federal Communications Commission (FCC), whichever is applicable.”

“It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER’s facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.”

“Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER’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 LOCAL AGENCY of

documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.”

OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER’s work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director’s Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER’s facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER 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 cost charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY 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 OWNER. If the final bill exceeds OWNERS’s estimated cost 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.”

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 OWNER’s final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.”

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.”

Section V. General Conditions:

“All costs accrued by OWNER as a result of LOCAL AGENCY’s request of November 21, 2014 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.”

“If LOCAL AGENCY’S project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.”

“OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.”

“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.”

“OWNER 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 the OWNER for a period of three (3) years from the date the final payment was received by the OWNER 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.”

IN WITNESS WHEREOF, LOCAL AGENCY and OWNER have executed this Agreement as of the day and year first above written.

COUNTY OF MONTEREY

PG&E California

By _____
Neville Pereira, PE, CBO
RMA Interim Deputy Director of Public Works,
Parks, and Facilities:

By Rutledge
Robert L. Jones
Manager
Land Rights

Date: _____

Date: 3-27-19

Approved as to ^{Office of the} ~~Public~~ ^{Risk Management} ~~County~~ Counsel
By Mary Grace Perry
~~Deputy Secretary~~ ^{Mary Grace Perry}

Date: 4-9-2019

Approved as to Fiscal Provisions,
Auditor-Controller

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

By [Signature]

Date: _____

Date: 4-10-19
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.

CONTRACT ADMINISTRATORS

FOR LOCAL AGENCY:

FOR OWNER:

Name and Title

Name and Title

1441 Schilling Place

Address

Salinas, California 93901

Address

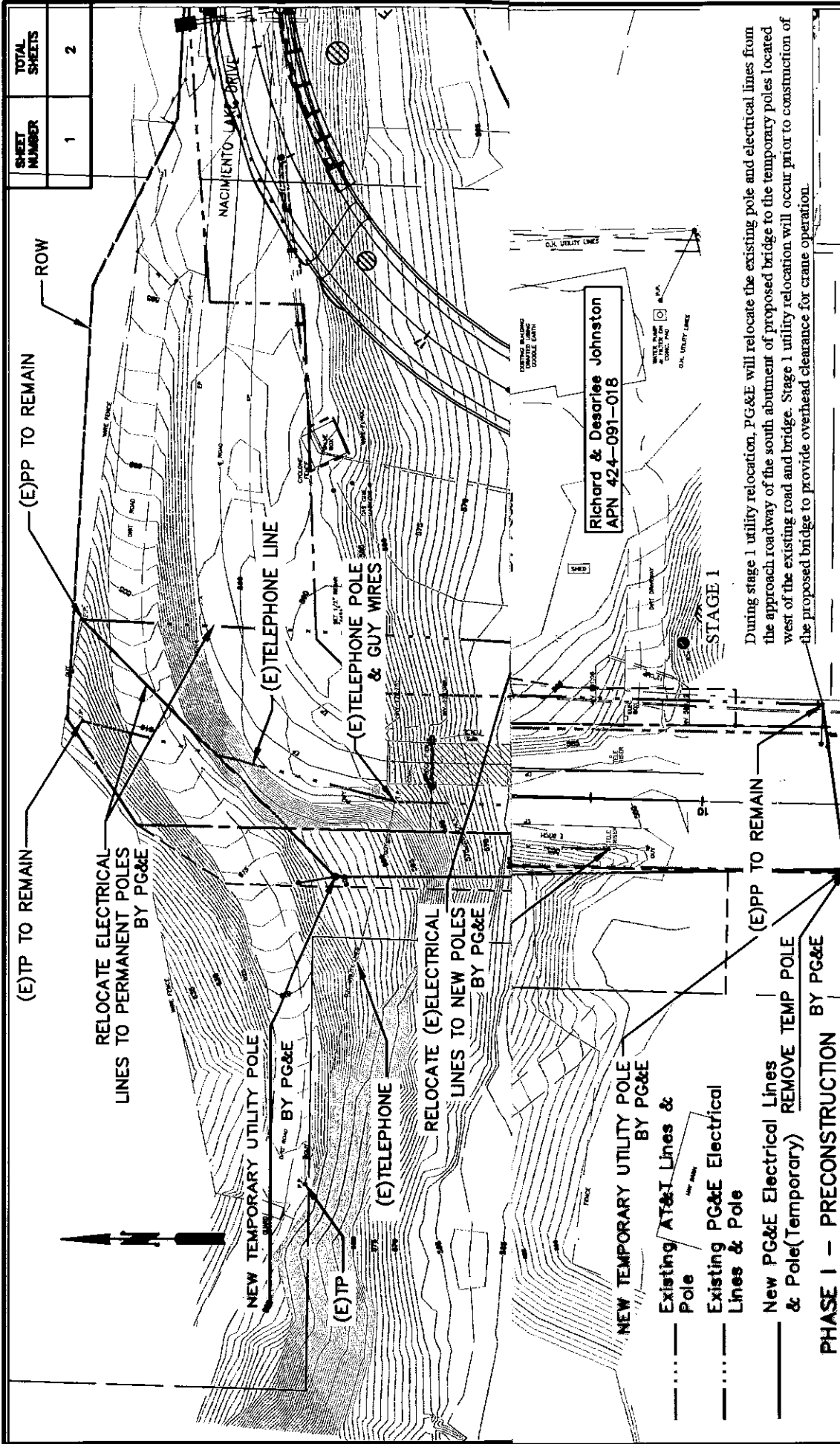
(831) 755- 4800 (831) 784-0318

Phone Fax

Phone Fax

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

EXHIBIT A - PLAN SHEET 1



During stage 1 utility relocation, PG&E will relocate the existing pole and electrical lines from the approach roadway of the south abutment of proposed bridge to the temporary poles located west of the existing road and bridge. Stage 1 utility relocation will occur prior to construction of the proposed bridge to provide overhead clearance for crane operation.

PHASE I - PRECONSTRUCTION BY PG&E

| NO. | DATE | REVISION | APPROVED |
|-----|------|----------|----------|
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DRAWN BY: ...
 CHECKED BY: ...
 APPROVED BY: ...

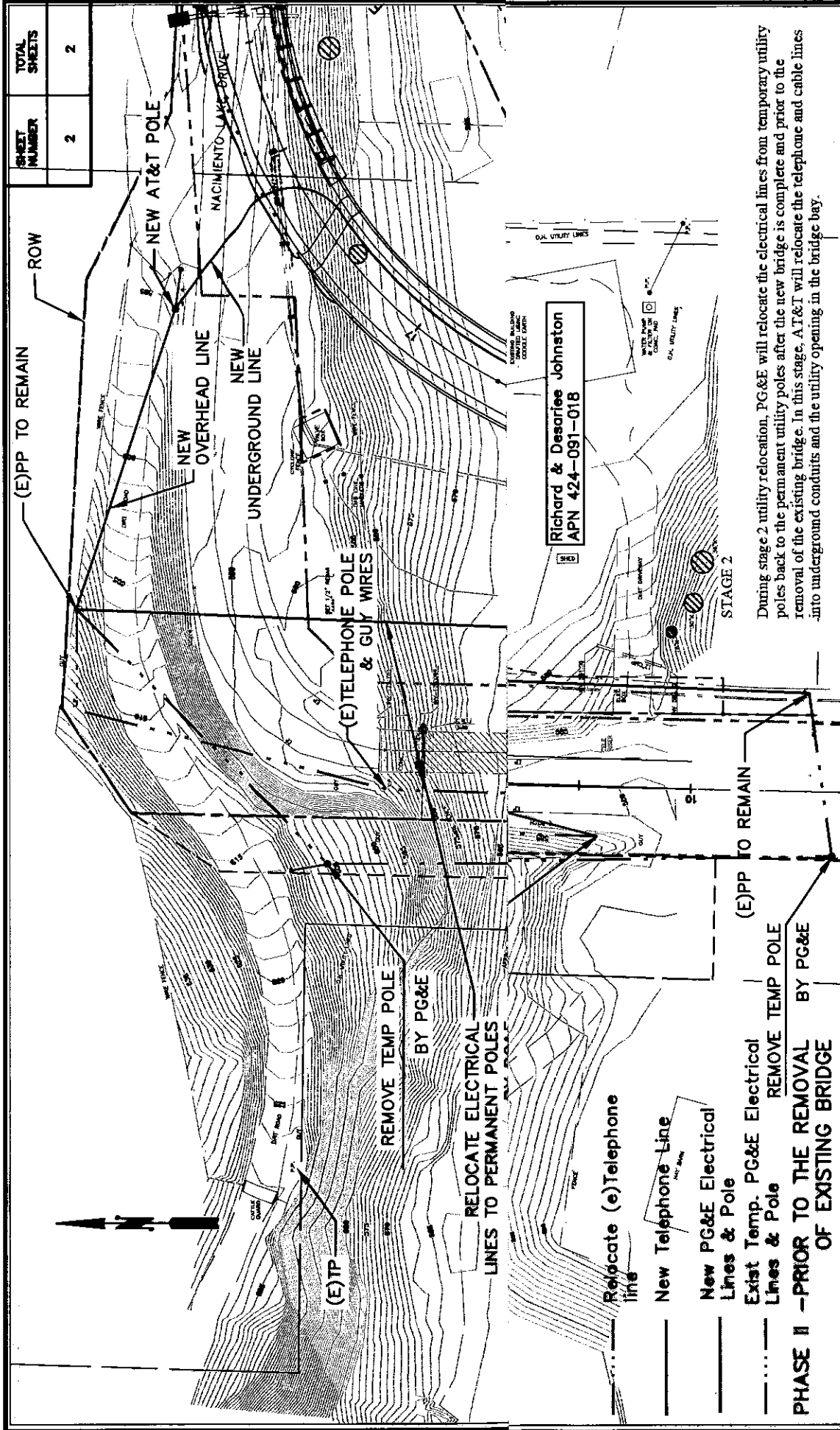
COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
 DESIGN SECTION
 100 WEST ALPINE STREET, 2ND FLOOR
 SALINAS, CALIFORNIA 95001
 (831) 755-4800/FAX (831) 755-4888

NACIMENTO LAKE DRIVE BRIDGE (REPLACE)
 AT SAN ANTONIO RIVER
 PROJECT NO. 220285

| | |
|-------|---------|
| DATE | 12/8/19 |
| SCALE | 1"=60' |
| SHEET | 1 |
| OF | 2 |
| PHASE | I-PHASE |

| | | | |
|--------------|---|--------------|---|
| SHEET NUMBER | 1 | TOTAL SHEETS | 2 |
|--------------|---|--------------|---|

EXHIBIT A - PLAN SHEET 2



| | | | |
|---|---------|---|-------|
| COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY DEPARTMENT OF PUBLIC WORKS DESIGN SECTION 158 WEST ALPINE STREET, 2ND FLOOR SALINAS, CALIFORNIA 95001 (831) 756-4000/FAX (831) 756-4868 | | INACMENTO LAKE DRIVE BRIDGE (REPLACE) AT SAN ANTONIO RIVER PROJECT NO. 220265 | |
| DATE | 12/7/19 | UTILITY RELOCATION PLAN STAGE-II | SHEET |
| SCALE | 1"=60' | PHASE I-PRIME | 2 |
| | | | OF |
| | | | 2 |



| NO. | DATE | REVISION | APPROVED |
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DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 APPROVED RECOMMENDED BY: [Name]