

FIRST AMENDMENT TO PG&E UTILITY AGREEMENT

(Form #)

<u>District</u>	<u>County</u>	<u>Route</u>	<u>Post Mile</u>	<u>Project ID No.</u>	<u>EA</u>
03	ED	Green Valley Road	N/A	77114	N/A
Federal Aid No.:		BRLS 5925(046)			
Owner's File:		PG&E PM #31107235 & 31181308			
FEDERAL PARTICIPATION:		On the Project		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		On the Utilities		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FIRST AMENDMENT TO UTILITY AGREEMENT NO. 5

WHEREAS, The County of El Dorado, hereinafter called "COUNTY", acting on behalf of the State of California through the Department of Transportation, hereinafter called "STATE", and Pacific Gas and Electric Company, hereinafter called "OWNER," have entered into that certain Utility Agreement No. 5, dated September 9, 2015, which Agreement sets forth the terms and conditions pursuant to which OWNER proposes to relocate electric facilities for the Green Valley Road at Weber Creek - Bridge Replacement Project to accommodate COUNTY's construction on Green Valley Road, El Dorado County Project No. 77114; and,

WHEREAS, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred due to the fact that during construction the COUNTY's contractor noticed the electrical lines were sagging over the proposed bridge location. The COUNTY had surveyed said electrical facilities in the winter and did not account for the sag during the summer months. Due to the sag in the lines observed in the summer months the lines had to be raised through a pole extension and tightening of said facilities; and,

WHEREAS, it has been determined that, since final costs have overrun the amount shown in said Agreement by 207%, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the COUNTY; and,

WHEREAS, the OWNER has billed the COUNTY for the pole replacement portion of the project (PM #31107235). On March 15, 2016, the COUNTY paid Invoice #007487138-5 in the amount of \$5,540.00; and,

WHEREAS, the estimated cost to the COUNTY of the work to be performed under said Agreement was \$5,540.00, and by reason of the increased costs referred to above, the amended estimated cost to the COUNTY is \$17,040.00.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The estimated cost to the COUNTY of \$5,540.00 as set forth in said Agreement is hereby amended to read \$17,040.00.
2. All other terms and conditions of said Agreement remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Utility Agreement No. 5 this 5th day of October, 2017.

COUNTY OF EL DORADO

PACIFIC GAS AND ELECTRIC COMPANY

By _____ Date _____
Rafael Martinez, Director
Community Development Services
Department of Transportation
"COUNTY"

By  _____ Date 10/10/17
Dawn Plise, Supervisor
Land Rights Support
"OWNER"

APPROVAL RECOMMENDED:

By _____ Date _____
Utility Coordinator

By _____ Date _____
Utility Coordinator