

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

UTILITY AGREEMENT

AT&T
Attention: Brian Proctor
Right of Way Manager & Caltrans Coordinator – District 7
600 E. Green St., Rm 300
Pasadena, CA. 91101

County	Route	P.M.	Project #
LA	101	31.9/32.3	
Fed. Aid. No.N/A			
Owner's File: AT&T Job No. B1-26 8666902 EA24230K			
FEDERAL PARTICIPATION: On the Project : No On the Utilities: No			

UTILITY AGREEMENT NO. 1.0

The City of Calabasas hereinafter called "LOCAL AGENCY" proposes to replace of the Lost Hills Road bridge over the 101 Freeway, with associated approach and ramp reconstruction along Lost Hills Road between Agoura Road and the Calabasas Landfill north of Canwood Street, in Calabasas, Los Angeles County, California.

And: AT&T

hereinafter called "OWNER," owns and maintains telephone conduit and cable 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:

I. WORK TO BE DONE:

I-1. Work Performed by Owner per Owner's Plan:

"In accordance with Notice to Owner No. 1 dated June 3, 2014, OWNER shall relocate conduit and cables from existing bridge into the new bridge on Lost Hills Road over the 101 Freeway. All work shall be performed substantially in accordance with OWNER's Plan No. B1-26 8666902 EA 24230K dated 08/01/2014, consisting of 3 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at City Hall. Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the 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 the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the 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.”

NOTE: Significant changes in previously approved plans and itemized estimates require a revised FHWA Specific Authorization.

II. LIABILITY FOR WORK

II-1. Local Agency or Prorated Expense - Master Agreement:

“The existing facilities described in Section I above will be relocated at 50% LOCAL AGENCY’s expense and 50% OWNER’s expense in accordance with Section 5-c of the Master Agreement dated November 15, 2004”

III. PERFORMANCE OF WORK

III-1. Owner's Forces or Continuing Contractor Performs Work:

“OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the 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.”

Prevailing Wages Requirements for Contracted Work:

“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.”

IV. PAYMENT FOR WORK

IV-1. Owner Operates Under PUC or FCC Rules:

“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 OWNER'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.”

IV-2. For All Owners - Progress/Final Bills:

"The 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 costs 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 the OWNER. If the final bill exceeds the OWNER'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."

"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 the OWNERS 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 the 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."

V. GENERAL CONDITIONS

V-1. Local Agency Liable for Review and Design Costs, and Project Cancellation Procedure Clause:

"All costs accrued by OWNER as a result of LOCAL AGENCY's request of June 3, 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."

V-2. For All Owners - Notice of Completion:

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

V-3. Master Agreement Specifies Equal Replacement Rights:

"Upon completion of the work to be done by LOCAL AGENCY in accordance with the above-mentioned plans and specifications, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location."

V-4. Utility Agreement not subject to BA:

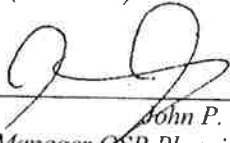
"State represents and warrants that this Utility Agreement is not subject to 23 CFR 635.510, the BA provisions."

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

LOCAL AGENCY

By: _____
Robert Yalda, P.E. Public Works Director/City Engineer
Local Agency Director

(OWNER)

By:  _____
John P. Johnston
Area Manager GSP Planning & Eng Design

Date: _____

Date: 8/12/04

Distribution: 1) Owner, 2) Utility Coordinator, 3) District Utility Coordinator – File