

| <u>District</u> | <u>County</u> | <u>Route</u> | <u>Post Mile</u> | <u>EA</u> |
|-----------------|---------------|------------------------|--|------------|
| 3 | Nevada | Newtown Rd. | N/A | 03-929298L |
| | | Federal Aid No.: | HSIP-5917 (70) | |
| | | Owner's File: | PM 31062250 | |
| | | 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. 1.

WHEREAS, the County of Nevada, acting by and through its Department of Public Works, hereinafter called COUNTY, and Pacific Gas and Electric Co. (PG&E), hereinafter called OWNER, have entered into that certain Utility Agreement No.1, dated September 8, 2015, which Agreement sets forth the terms and conditions pursuant to which OWNER has relocated overhead power facilities (poles and lines) as proposed in relocation service plan sheet 1 of 1, owner approved plan PM 31062250, dated 3-31-15 to accommodate COUNTY's construction on Newtown Rd Class 2 Bike Lane, Project No.5917 (070); 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 the original cost estimate did not account for the additional easements that related to cost overruns in Land Acquisition; and,

WHEREAS, it has been determined that, since final costs have overrun the amount shown in said Agreement by 41 %, 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 estimated cost to the COUNTY of the work to be performed under said Agreement was \$83,829.00, plus a 25% contingency, for a total amount of \$104,786.25 and by reason of the increased costs referred to above, the amended final cost to the COUNTY is \$118,244.89.

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

1. The estimated cost to the COUNTY of \$83,829.00 as set forth in said Agreement is hereby amended to read \$118,244.89.
2. All other terms and conditions of said Agreement remain unchanged

WITNESS WHEREOF, the parties hereto have executed this First Amendment to Utility Agreement No. 1 this day of _____, _____.

COUNTY

OWNER

By _____
 Honorable Hank Weston, Date
 Chair of the Board of Supervisors

By _____
 Dawn Plise, Supervisor, Date
 Land Rights Services

APPROVAL RECOMMENDED:

By _____
 Utility Coordinator Date

By _____
 Utility Coordinator Date