KERN COUNTY / Public Works

Joshua Champlin, P.E.
DIRECTOR OF PUBLIC WORKS

November 17, 2026

Ref: 4-0.0 Atlas Court 11E298

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED REVISED/AMENDED UTILITY RELOCATION AGREEMENT WITH LEVEL 3 COMMUNICATIONS, LLC – LUMEN TECHNOLOGIES, INC. FOR THE RELOCATION AND PLACEMENT OF TELECOMMUNICATION FACILITIES AS PART OF ATLAS STREET GRADE SEPARATION PROJECT, CONTRACT NO. 24003, BAKERSFIELD (S.D. #3)
(Fiscal Impact: $1,000,291.43; Road Fund; Budgeted; Discretionary)

The Public Works Department requests your Board's approval of the proposed revised/amended Utility Relocation Agreement with Level 3 Communications, LLC – Lumen Technologies, Inc. The Public Works ("Department") project to construct an alternate route for ingress and egress to the business district off Standard Road necessitates construction of an underpass at the west end of Atlas Court, below the San Joaquin Valley Railroad ("Railroad"). In order to accomplish this, it was determined that existing telecommunication facilities owned by Level 3 Communications, LLC – Lumen Technologies, Inc. (collectively "Level 3") are in conflict with the grade separation project and require relocation within the limits of said project.

As a result of these determinations, on June 20, 2023, your Board approved and executed a relocation agreement with Level 3 dated May 4, 2023, known as County Agreement No. 358-2023, to accomplish the necessary telecommunication relocation work. Due to Railroad coordination delays, the scope of work and cost estimate provided in Agreement No. 358-2023 has increased. The revised/amended Agreement with Level 3 dated October 14, 2026, proposes to supersede and replace the existing agreement and includes changes to the estimated cost and scope of work Lumen will perform as follows:

Scope change: Additional driving sheet pile, place shoring, execution pit to intercept ducts near rail with shored engineering approved by Railroad. Railroad requires daily rail monitoring when performing shored work and bore operations to ensure the track elevation remains unchanged. A crane/boom excavator will be utilized outside of railroad right-of-way within the Cooper Transport parking lot. Additional coordination and access on private property spur track is required. Final change between the 2023 agreement and the proposed revised/amended agreement is the addition of 288 and 432 count fiber optic cables existing in Level 3 duct which were added in 2025 and are now required to be relocated as well. Fiber placement and splice will be south of Atlas Court on BNSF right-of-way and will pass through the railroad and splice into UPRR right-of-way.

Estimated cost change: Additional $622,564.13 over 2023 estimated cost of $755,455.40. Per the terms of the 2023 Agreement, a 50% pre-payment was made of $377,727.70 which will be applied to the increased estimate as outlined in the proposed revised/amended Agreement. An additional payment of $311,281.86 is required upon execution of this Agreement with an estimated balance of $689,009.56 due upon completion of work. The final invoice will be subject to actual costs, which may be less or greater than the total estimated amount provided therein.

County Counsel has reviewed and approved the Agreement as to form.

Therefore, IT IS RECOMMENDED that your Board approve and authorize the Chairman to sign the proposed revised/amended Utility Relocation Agreement and authorize the Auditor Controller to make a wire transfer payment to Level 3 Communications, LLC in the amount of $1,000,291.43 or final invoiced amount.

Sincerely,

Joshua Champlin
Director

JC:SG:KWH:nc
Attachments
k:\administration\board\2026\11 - november\11-17-2026\t_lumen relocation amended agreement\t_lumen relocation amended agreement.docx
cc: CAO

LUMEN

Pre50 P-160179

Level 3 Communications, LLC
Company

Via Email Delivery.

This Agreement supersedes and replaces prior agreements (including, but not limited to, Kern County Agt. # 358-2023) regarding the Work described herein.

10/14/2026
Kristy Whitton-Hoover, Public Works Manager
Kern County Public Works
2700 M St. Suite 400
Bakersfield, CA 93301
whittonhooverk@kerncounty.com

Re: Amended and Revised Agreement ("Agreement") for the Relocation, Adjustment or Protection of Telecommunications Facilities – Atlas Court Underpass w/ Railroad ("Address")

Dear Kristy Whitton-Hoover,

The County of Kern, a Political Subdivision of the State of California, as represented by its Public Works Department, (the "Requestor") has contacted the above-referenced affiliate(s) of Lumen Technologies, Inc. ("Company"), regarding relocation, protection and/or adjustment of the Company's telecommunications facilities, including those facilities as set forth in Exhibit A, (the "Facilities"), located at the above-referenced Address. Atlas Court Underpass, City of Bakersfield, County of Kern, State of California, for the benefit of construction of a grade separated crossing. As a result, an agreement dated May 4, 2023 was approved and agreed to by Requestor and Company. Since execution of said agreement, it has now been determined that the scope and estimated cost of the required relocation work established in the May 4, 2023 agreement has changed and an amendment and revision to the Agreement is required to complete the physical relocation work as set forth in this Agreement which supersedes and replaces the original Agreement referenced herein and otherwise known as Kern County Agreement #358-2023.

The current location of the Facilities is set forth in the description attached hereto as Exhibit A. To avoid all identified conflicts between the Facilities and the Requestor's project, Company will adjust, protect and/or relocate its Facilities as further described in Exhibit B, subject to the following terms and conditions:

(1) The government or private entity owning or otherwise controlling the underlying property whereupon the Facilities are located or are to be relocated, if so required, first grant to Company the complete authority to perform the Work described in Exhibit B and, where necessary, to provide Company permanent easement rights necessary for the Facilities to remain in the location upon completion of the Work.

(2) Company will coordinate and perform all relocation, protection and/or adjustment work (the "Work") described in Exhibit B at the Requestor's sole cost and expense. Company will use reasonable efforts to perform all Work from within the area where the Facilities are located or are to be relocated; provided, however, that where Company is required to perform the Work from a third party's property, Requestor will, obtain any necessary permission in advance for Company to perform the Work, including temporary or permanent easements necessary for the Work or continued operation of the Facilities.

Total estimated revised 2026 project cost is: **$1,378,019.13 (One million three hundred seventy-eight thousand nineteen dollars and thirteen cents)**. Requestor will first provide Company with a wire transfer for fifty percent (50%) of estimated project cost in the amount of **$689,009.56 (Six hundred eighty-nine thousand nine dollars and fifty-six cents)** of which the Requestor's original payment from September 12, 20023 in the amount **$377,727.70 (Three hundred seventy-seven thousand seven hundred twenty-seven dollars and seventy cents)** will be applied to the revised advance payment with a remaining balance due of **$311,727.70 (Three hundred eleven thousand seven hundred twenty-seven dollars and seventy cents)** prior to the relocation Work beginning. Requestor's payment will be applied toward the estimated cost of the Work as set forth in Exhibit C. The wire transfer should be made out to the specific Company set forth at the top of this Agreement **Level 3 Communications, LLC** and sent to the address listed in Exhibit C below.

(3) In the event that circumstances arise that cause the cost and expense of performing the Work to exceed the estimate, Company will make an adjustment to the estimate. Requestor will pay such additional amounts within thirty (30) days of written notice from Company. Company may, in its discretion, suspend performance of the Work until payment is received. A failure to pay such amount shall result in a late payment fee of one-and one-half percent (1 1/2%) of the undisputed amount.

(4) Each party ("Indemnifying Party") will indemnify, hold harmless and defend the other party ("Indemnified Party"), its affiliates, employees, invitees, contractors, subcontractors, agents, representatives and servants from and against any loss, cost, damage, and expense of whatever kind, including, but not limited to, the cost of obtaining any authorizations required to relocate the Facilities (collectively "Claims"), arising directly or indirectly from the sole or partial negligence, actions, or inaction of the Indemnifying Party's own or Indemnifying Party's affiliates, employees, invitees, contractors, subcontractors, agents, representatives, and servants. Such Claims shall include attorneys' fees and court costs. The provisions of this paragraph five (5) shall survive the performance of the Work and any termination of this Agreement.

(5) Each party shall obtain and maintain during the course of the Work, the following insurance: (a) Commercial General Liability (for bodily injury) with combined single limit of not less than $5,000,000.00 each occurrence or its equivalent; (b) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least $1,000,000.00 each accident; and (c) Automobile Liability including coverage for owned/leased, non-owned

or hired automobiles with combined single limit of not less than $1,000,000.00 each accident. Self-insured letter meeting these requirements are also acceptable.

(6) The execution of this Agreement by the parties' representatives and their performance hereunder (a) has been duly authorized by requisite action, (b) will not require any additional approval on the part of the parties, and (c) will not violate any provision of law, any regulation or any contract or other obligation.

(7) This Agreement constitutes the complete legal, valid, and binding obligation of the parties hereto with regard to the Work and is enforceable against the parties in accordance with the terms hereof. Except to the extent herein provided, no amendment, supplement, modification, or termination of this Agreement shall be enforceable unless executed in writing by both parties.

(8) If any part of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, the court shall interpret the terms hereof to give the greatest effect to the parties' intentions in entering into this Agreement.

(9) This Agreement shall be construed under the laws of the State in which the Facilities are located.

(10) This Agreement shall become effective on the date signed by Requestor.

Please acknowledge your acceptance of the foregoing terms and conditions by signing this Agreement and delivering a check in the amount set forth above to the undersigned. Company will countersign this Agreement and thereafter work with underlying property owner or governing locality to coordinate a construction start date and the times for performing the Work.

Sincerely,

Clem Helmstetter

RELO PM
Dept: Relocations
1025 Eldorado Blvd.
Broomfield, CO 80021-8254
clem.helmstetter@lumen.com

[Approval signatures appear on following page.]

Pre50 P-160179

APPROVED AND AGREED TO:

Level 3 Communications, LLC

Signature: _____

Name: Bilal Affoneh

Title: VP NATIONAL NETWORK IMPLEMENTATION

Date: (as noted in digital signature)

Review Initials as necessary: _____
Name / Title: Steven Parker, DIR Field Operations

Review Initials as necessary: _____
Name / Title: Kimberly Singleton, SR MGR Field Operations

APPROVED AND AGREED TO:

The County of Kern
Board of Supervisors

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to Content:
Public Works

_____
Joshua Champlin, Director

Approved as to Form:
Office of County Counsel

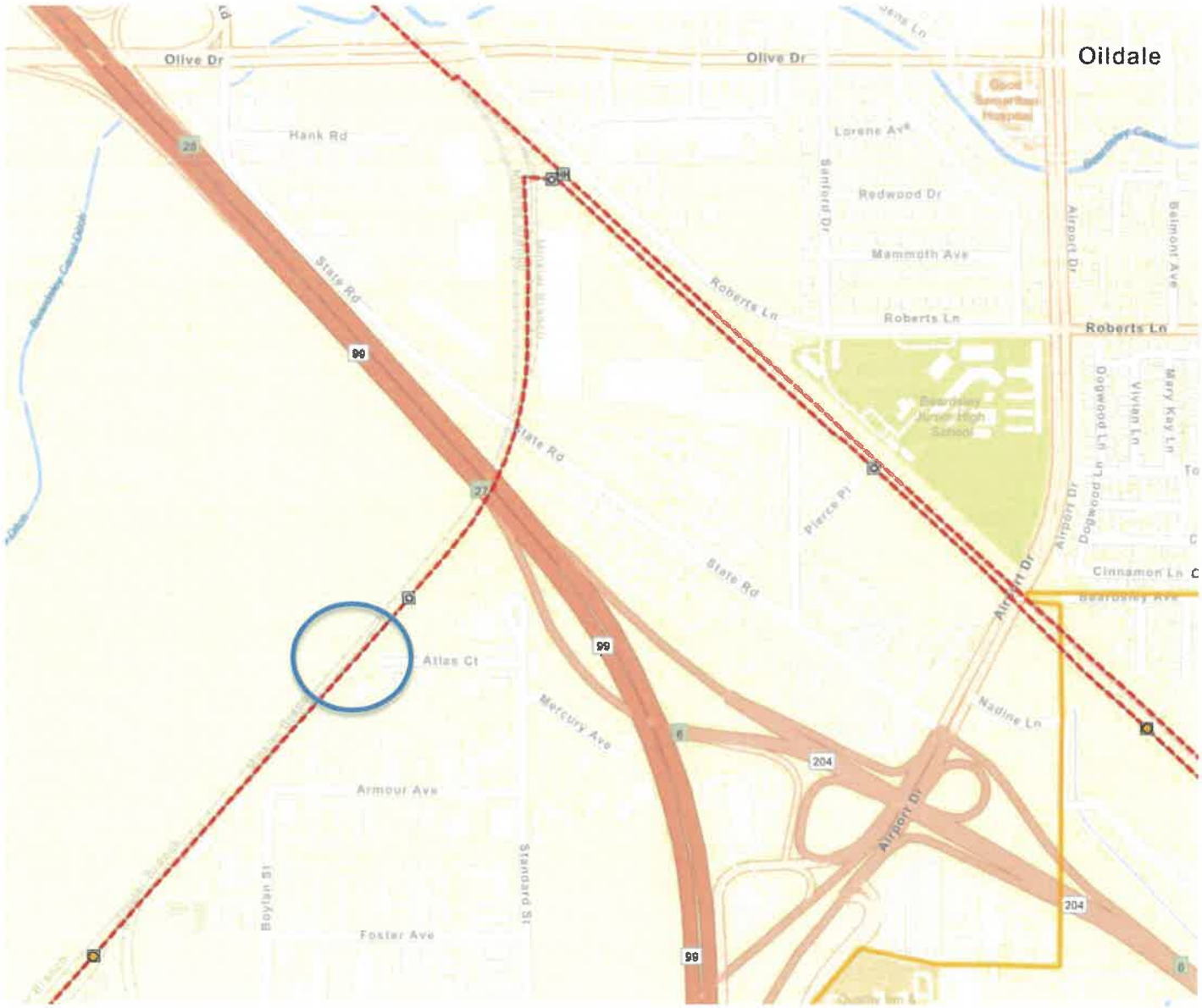
_____
Brian Van Wyk, Deputy

LUMEN

Pre50 P-160179

Exhibit A

(Current Location of Facilities in ROW)



0811-21 L-Team

Exhibit B

Summary Description of Work

Scope: Level 3 communications is to place new duct at the proposed grade separation location to accommodate the proposed bridge piles and undercrossing at Atlas Court.

LEVEL 3 COMMUNICATIONS/LUMEN TO PLACE NEW DUCT AT THE PROPOSED GRADE SEPARATION LOCATION TO ACCOMMODATE THE PROPOSED BRIDGE PILES AND UNDERCROSSING AT ATLAS COURT.

FROM PROJECT STATION 0+00 TO STATION 18+50 CONTRACTOR TO UTILIZE EXISTING (12)-1.25CONTRACTOR " DUCT TO SYSTEM UTILIZE TO THE PLACE EXISTING NEW 216CT & 96CT FIBER CABLES. AT STA. 18+50, CONTRACTOR TO EXPOSE THE EXISTING DUCT SYSTEM AND PLACE A NEW INTERCEPT HAND HOLE. FROM STA. 18+50 TO STA. 25+00, CONTRACTOR TO BORE TO PLACE (1)-10" HOPE CASING & PULL (12)-2" HOPE INNER-DUCTS THROUGH NEW CASING FOR PROPOSED BRIDGE IMPROVEMENTS. AT STA. 25+00, CONTRACTOR TO EXPOSE THE EXISTING DUCT SYSTEM AND PLACE A NEW INTERCEPT HANDHOLE.

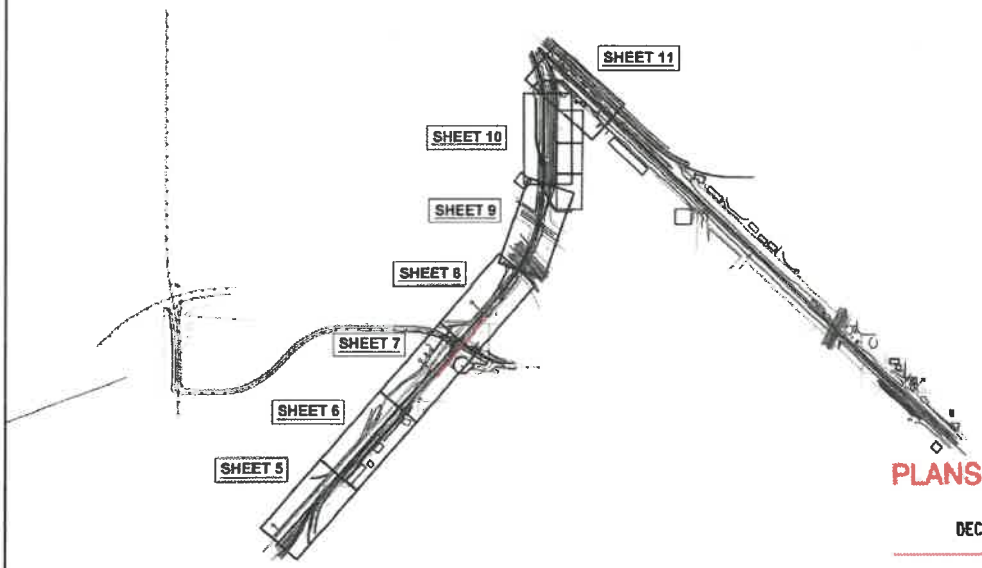
CONTRACTO TO PULL NEW 96, 216, 288 AND 432 COUNT FIBER OPTIC CABLES THROUGH NEW DUCT SYSTEM. EXISTING DUCT SYSTEM TO BE ABANDONED IN PLACE. FROM STA. 25+00 TO STA. 86+ 71, CONTRACTOR TO UTILIZE THE EXISTING (12)-1.25" DUCT SYSTEM TO PLACE NEW 216CT, 96CT, 432CT & 288CT FIBER CABLES. AFTER CUT-OVER, CONTRACTOR TO REMOVE EXISTING FIBER CABLES FROM ST A. 0+00 TO STA. 86+71.

ADDITIONAL SCOPE SINCE 2023 ORIGINAL:

ADDITIONAL OF DRIVING SHEET PILE, PLACE SHORING, EXECVTION PIT TO INTERCEPT DUCTS NEAR RAIL WITH SHORED ENGINEERING APPROVED BY SJVRR. SJVRR REQUIRES DAILY RAIL MONTIORING WHEN PERFROMING SHORED WORK AND BORE OPERATIONS TO ENSURE THE TRACK ELEVATION REMAINS UNCHAGED. CRANE / BOOM EXCAVTOR WILL BE UTILIZED OUTSIDE OF RAILROAD RIGHT OF WAY WITHIN AAA COOPER TRANSPORT PARKING LOT. ADDITIONAL COORDIANTION AND ACCESS ON AMBER CHEMICAL SPUR TRACK HAS BEEN GRANTED. FINAL CHANGE IS THE ADDTION OF 288 AND 432 COUT FIBER OPTIC CABLES EXISTING IN LEVEL 3 DUCT AND WERE ADDED IN 2025. FIBER PLACEMENT AND SPLICE WILL BE SOUTH OF ATLAS COURT ON BNSF, PASS THRU SJVRR G&W AND SPLICE ON UPRR RIGHT OF WAYS.

Pre50 P-160179

PROJECT NAME: P.046140 ATLAS CT. GRADE SEPARATION UNDERPASS
ADDRESS: 4205 ATLAS COURT, BAKERSFIELD, CA 93308



PLANS APPROVED

DEC 08 2025

SHEET INDEX

811 Call before you dig

CONTACTS

CTL/LVL-3/LUMEN -
BRYAN CHURCH: 951.203.4415

WOODMAN TELCOM GROUP -
MIC WOODMAN: 801.618.4664

CTL/LVL-3/LUMEN -
CLEM HELMSTETTER: 913.312.2744

SCOPE OF WORK:

LEVEL 3 COMMUNICATIONS/LUMEN TO PLACE NEW DUCT AT THE PROPOSED GRADE SEPARATION LOCATION TO ACCOMMODATE THE PROPOSED BRIDGE PILES AND UNDERCROSSING AT ATLAS COURT

FROM PROJECT STA. 0+00 TO STA. 18+50, CONTRACTOR TO UTILIZE THE EXISTING (12)-1.25" DUCT SYSTEM TO PLACE NEW 216CT & 96CT FIBER CABLES. AT STA. 18+50, CONTRACTOR TO EXPOSE THE EXISTING DUCT SYSTEM AND PLACE A NEW INTERCEPT HAND HOLE. FROM STA. 18+50 TO STA. 25+00, CONTRACTOR TO BORE TO PLACE (1)-10" HDPE CASING & PULL (12)-2" HDPE INNER-DUCTS THROUGH NEW CASING FOR PROPOSED BRIDGE IMPROVEMENTS. AT STA. 25+00, CONTRACTOR TO EXPOSE THE EXISTING DUCT SYSTEM AND PLACE A NEW INTERCEPT HAND HOLE. CONTRACTOR TO PULL NEW 216CT & 96CT FIBER CABLES THROUGH NEW DUCT SYSTEM. EXISTING DUCT SYSTEM TO BE ABANDONED IN PLACE. FROM STA. 25+00 TO STA. 86+71, CONTRACTOR TO UTILIZE THE EXISTING (12)-1.25" DUCT SYSTEM TO PLACE NEW 216CT & 96CT & 432CT & 288CT FIBER CABLES. AFTER CUT-OVER, CONTRACTOR TO REMOVE EXISTING FIBER CABLES FROM STA. 0+00 TO STA. 86+71.

CONTRACTOR TO PAY ALL FEES AND COSTS IN RELATION TO OBTAINING ALL NECESSARY PERMITS UNLESS OTHERWISE DIRECTED BY A CTL/LVL-3/LUMEN REPRESENTATIVE IN WRITING

2				AS-BUILT
1	11/06/24	MB	MM	REVISION # 1
0	08/17/22	MM	MM	ORIGINAL
NO.	DATE	BY	CHECKED	COMMENT

Level (3) COMMUNICATIONS

LEVEL 3 ENGINEER: BRYAN CHURCH
ENGINEERING FIRM: WOODMAN TELCOM
PROJECT NUMBER: P.046140
LOCATION: 4205 ATLAS COURT
BAKERSFIELD, CA 93308
DRAWING NAME: Road Bridge_4 PLAN SHEETS (LUM).dwg
SHEET 4 OF 14

Exhibit C

Estimated Cost Breakdown and Remittance Information

Level(3)		Relocation Project Cost Estimate			
Estimate Valid within 30 Days from *		10/14/2026			
2023 to 2026 changes in blue fill.		P-160179			
Project Name		ATLAS COURT UNDERPASS SJVR RR URA			
Entity Name		Kern County Public Works			
Legacy Network Builder		Level 3 Communications LLC			
RELO PM Name		Clem Helmstetter			
RELO PM Email		clem.helmstetter@lumen.com			
Project Name:	Atlas Ct, Bakersfield_Grade Separation_Level 3	Bid Date:	10/5/2026		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1-1005	Rail Monitoring For Excavation & Shoring Installation At New Vault Locations STA 18+50. **Rail Monitoring Required 3 Days Prior To Excavation, During And 3 Days after backfill & compaction of excavated work area	1.00	LS	$ 76,500.00	$ 76,500.00
1-1010	Mobilization & Re-Mobilization & Shoring Design Fees	1.00	LS	$ 47,500.00	$ 47,500.00
1-1030	Pothole	12.00	EACH	$ 2,225.00	$ 26,700.00
1-3040	Bore To Install (1) 10" HDPE Casing Approximately 750' Includes Wireline	750.00	LF	$ 525.00	$ 393,750.00
1-4000	Excavate To Expose & Backfill (5) Buried HHs	5.00	EACH	$ 5,525.00	$ 27,625.00
1-4040	Furnish & Install (1) Cooper E-80 Rated Intercept 4x4 Fiber Vault At STA 18+50 W/Engineered Sheet Pile Shoring System (20' Sheets For 10' Embedment Per RR)	1.00	EACH	$ 65,000.00	$ 65,000.00
1-6010	Furnish & Install (10) 1.25" ID & (2) 2" ID In 10" HDPE Casing For Approximately 750'	750.00	LF	$ 20.75	$ 15,562.50
1-6020	Fiber Placement - (1) 96CT & (1) 216CT **Based on original bid QTYs. Actuals will be invoiced on a per foot basis.	12,000.00	LF	$ 4.75	$ 57,000.00
1-6030	Fiber Wreckout - (1) 96CT & (1) 216CT **Based on original bid QTYs. Actuals will be invoiced on a per foot basis.	12,000.00	LF	$ 3.75	$ 45,000.00
2-1005	Railroad Flagging - Estimate	1.00	LS	$ 90,000.00	$ 90,000.00
2-4040	Furnish & Install (1) Cooper E-80 Rated Intercept 4x4 Fiber Vaults At STA 25+00	1.00	EACH	$ 35,000.00	$ 35,000.00
2-6020	Fiber Placement - (1) 432CT & (1) 288CT **Based on original bid QTYs. Actuals will be invoiced on a per foot basis.	12,000.00	LF	$ 4.75	$ 57,000.00
2-6030	Fiber Wreckout - (1) 432CT & (1) 288CT **Based on original bid QTYs. Actuals will be invoiced on a per foot basis.	12,000.00	LF	$ 3.75	$ 45,000.00
3-4040	Furnish & Install (2) 4x4 3-Piece Intercept MH With Ring & Lid: One On South End Of BNSF, One On UPRR for splice cases.	2.00	EACH	$ 40,000.00	$ 80,000.00
3-6030	Splice 96CT & 216CT	624.00	EACH	$ 62.50	$ 39,000.00
4-6030	Splice 432CT & 288CT	1,440.00	EACH	$ 43.50	$ 62,640.00
Level 3	Professional Engineering Service	1.00	EACH	$ 35,000.00	$ 35,000.00
				Subtotal:	$ 1,198,277.50
				Internal Cost Percentage 15%:	15%
				Internal General and Admin Cost:	$ 179,741.63
				2026 Total Estimate:	$ 1,378,019.13
				50% Advance Payment Reflecting Changes to the 2026 Estimate	$ 689,009.56
				Kern County advance payment 9/12/2023	377,727.70
				Kern County advance payment due upon signing	$ 311,281.86
				Estimated Final Invoice with actual costs	$ 689,009.56

Exhibit C (continued)

General instructions for requestor:

Agreement Instructions

- Scan the signed agreement in color and email it to clem.helmstetter@lumen.com for counter execution. Digital signatures are supported by Lumen. If helpful, the Lumen PM can send via Adobe Sign for execution by all parties.
- Do **not** mail the agreement as this will delay your project.

Payment Instructions

- **List the invoice number on your check** and a W-9 is included for Account Payable teams.
- Scan/email a copy of your payment to clem.helmstetter@lumen.com.
- ACH details will be on the invoice or send a check with payment stub via express delivery for faster processing, or via USPS at your expense.

Level 3 Communications LLC
Payment addresses listed below for above-referenced affiliate(s) of Lumen Technologies, Inc. ("Company").

Level 3

Express delivery (UPS label provided)
3137 E. ELWOOD ST. SUITE 130
ATTN: LEVEL 3 BOX 52015
PHOENIX, AZ 85034

USPS mail (requestor pays postage)
PO BOX 52015
LEVEL 3 LOCKBOX
PHOENIX, AZ 85072-2015