

Exhibit 14-F Utility Agreements**UTILITY AGREEMENTS***County of Fresno***UTILITY AGREEMENT**

County	Route	P.M.	Project #
Fresno	N. Russell Av	3.9 m n/o Nees	A11114
Fed. Aid. No. BRLS-5942(195)			
Owner's File			
FEDERAL PARTICIPATION: On the Project : Yes On the Utilities: No			

UTILITY AGREEMENT NO. XXXX.xx

The County of Fresno, hereinafter called "LOCAL AGENCY" proposes to reconstruct the Outside Canal Bridge on North Russell Avenue, 3.9 miles north of Nees Avenue, Fresno County, California.

And: **Panoche Drainage District** hereinafter called "OWNER," owns and maintains drainage ditch facilities; within the limits of LOCAL AGENCY's project that requires disturbance of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

a. In accordance with Notice to Owner No. 2 dated xxxxxxxx, Local Agency shall construct a temporary detour over OWNER's ditch canal as shown on Local Agency contract plans for the improvement of the Outside Canal Bridge on North Russell Avenue, which by this reference are made a part hereof. OWNER hereby acknowledges review of Local Agency plans for work and agrees to the construction in the manner proposed. Deviations from the 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 agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution 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. OWNER shall have the right to inspect the work during construction. Upon completion of the work by Local Agency, Owner agrees to accept ownership and maintenance of the constructed facilities and relinquish to Local Agency ownership of the replaced facilities.

II. LIABILITY FOR WORK

a. Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated/modified at LOCAL AGENCY's expense.

III. PERFORMANCE OF WORK

- a. OWNER shall have access to all phases of the relocation/modification work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.
- b. OWNER agrees to perform the herein described work, excepting that work being performed by the LOCAL AGENCY's highway contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion."

IV. PAYMENT FOR WORK

This section does not apply. There shall be no payments between the LOCAL AGENCY and the OWNER.

V. GENERAL CONDITIONS

- a. For information purposes only, the estimated cost to construct a detour over OWNER's drainage ditch canal, which will be included as part of the LOCAL AGENCY's construction contract, is \$39,020.
- b. 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.
- c. 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.
- d. 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.

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

County of Fresno

Panoche Drainage District

By: _____
Steven E. White, Director of Public Works and Planning

By: _____
Ara Azhderian, General Manager

Date: _____

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File