

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: Water Quality Improvement Joint Powers Agency for the Dos Palos Area hereinafter called "OWNER," owns and maintains a water line; 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. 3, dated XXXX, OWNER shall perform the required engineering, administration and oversight necessary to relocate OWNER's affected water valve within the project limits. 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.

b. Furthermore, in accordance with Notice to Owner No. 3 dated xxxxxx, 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

II-7. Owner's Expense - Trespass:

The existing facilities are located within the LOCAL AGENCY's right of way in trespass and will be relocated at LOCAL AGENCY's expense in order to expedite project.

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 relocate OWNER's water valve, which will be included as part of the LOCAL AGENCY's construction contract, is \$5,000.

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

**Water Quality Improvement Joint Powers
Agency for the Dos Palos Area**

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

By: _____

Date: _____

Date: _____

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