

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

County	Route	P.M.	Project #
Fresno	McKinley Ave	.08 mi E/O Academy	H11301
Fed. Aid. No. BRLO-5942(225)			
Owner's File			
FEDERAL PARTICIPATION: On the Project : Yes On the Utilities: Yes			

UTILITY AGREEMENT NO. XXXX.xx

The County of Fresno, hereinafter called "LOCAL AGENCY" proposes to reconstruct the Fresno Canal Bridge on East McKinley Avenue, .08 miles east of Academy Avenue, Fresno County, California.

And: **Fresno Irrigation District**, hereinafter called "OWNER," owns and maintains Fresno Canal 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. 1, dated XXXX, LOCAL AGENCY shall perform the required engineering review to modify OWNER's affected irrigation facilities 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. 1 dated xxxxxxxx, Local Agency shall modify OWNER's Fresno Canal facilities as shown on Local Agency contract plans for the improvement of the Fresno Canal Bridge on east McKinley 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. For purposes of this Agreement, Fresno Canal facilities/modified canal facilities as those terms are used herein means the OWNER's: (a) right to use, operate and to maintain the interior surface(s) of the conduit(s) that pass water through and under the bridge, (b) the right to pass water through the conduit(s) of the bridge; and, (c) the right/obligation to maintain the OWNER's interior surfaces of the conduit(s) through which water flows such as cleaning "the conduit of dirt or silt" as provided for in Water Code § 7035. Upon completion of the work by Local Agency, Owner agrees to accept interior maintenance of the modified canal facilities as noted above; and, Local Agency agrees to accept ownership of the replaced and modified bridge facilities including but not limited to the obligations and any liability determined pursuant to Water Code §7034 or §7035.

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 modified at LOCAL AGENCY's expense.

III. PERFORMANCE OF WORK

- c. OWNER shall have access to all phases of the 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.
- d. LOCAL AGENCY 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

- a. Upon completion of the work, and within 90 days after receipt of OWNER's bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, LOCAL AGENCY will pay OWNER the lump sum amount of \$2,334. The above lump sum amount has been agreed upon between the LOCAL AGENCY and the OWNER and includes any credits due the LOCAL AGENCY for betterment, depreciation and salvage.
- b. 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 Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.

V. GENERAL CONDITIONS

- a. a. All costs accrued by OWNER as a result of LOCAL AGENCY's request of February 27, 2014 to review relocation plans and estimates for the project associated with this Agreement have already been billed pursuant to the terms and conditions of this Agreement.
- b. For information purposes only, the estimated cost for relocation of OWNER's facility, which will be included as part of the LOCAL AGENCY's construction contract, is \$212,831.
- c. c. 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.

- d. LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.
- e. 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.
- f. 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**Fresno Irrigation District**

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

By: _____
Ryan Jacobsen, President

Date: _____

Date: _____

By: _____
Gary R. Serrato, Secretary

Date: _____

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