

**Whittier Narrows Dam Safety Modification Project  
San Gabriel River Spillway Utility Relocations  
Los Angeles County, California**

CONTRACT FOR TEMPORARY RELOCATION

This Contract for Temporary Relocation ("**Agreement**") is made as of \_\_\_\_\_, 2021, by and between County Sanitation District No. 2 of Los Angeles County, a county sanitation district organized and existing under provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* ("**Owner**") and the Department of the Army, acting by and through the Commander and District Engineer, United States Army Corps of Engineers, Los Angeles District ("**Government**"). The Owner and the Government are individually referred to as a "Party" and together are referred to as "Parties".

EXPLANATORY STATEMENT

1. The Government, under authority of Public Law 77-228, approved in August 2019, undertook the development of the Whittier Narrows Dam Safety Modification project.
2. The Government is fee title owner of approximately 2,640 acres of real property comprising the Whittier Narrows Dam and Flood Control Basin Area, which includes an approximately 30-acre parcel in the City of Pico Rivera identified as Los Angeles County Assessor's Parcel Number 8124-007-919 (the "**Property**") containing the easterly approach to the Whittier Narrows Dam.
3. The Owner is the holder of certain permanent easement rights in and under the Property. The easements were granted by the United States Government in 1940-41 to Metropolitan Water District of Southern California ("**MWD**"), which transferred ownership of the easements to the Owner pursuant to a Quitclaim Deed recorded in the Official Records of the Los Angeles County Recorder's Office on February 5, 1982 as Instrument No. 82-135489 (the "**Easements**"). The Owner owns, operates, and maintains certain facilities, including the Joint Outfall "H" Unit 9B Trunk Sewer (formerly known as the "MWD Waste Water Line", herein referred to as the "**Existing Sewer**").
4. The Government has informed the Owner that it proposes to modify the Whittier Narrows Dam to eliminate or minimize the probability of dam failure and improve protection during future flood events (the "**Project**"). It is necessary in the construction, operation, and maintenance of said Project that the Existing Sewer be temporarily relocated pursuant to the terms and conditions of this Agreement.
5. To accommodate construction of the Project, the Government proposes to temporarily relocate a portion of the Existing Sewer and then reconstruct the Existing Sewer along its original horizontal and vertical alignment (together, the "**Relocated Sewer**"). Details of the Relocated Sewer work will be shown on engineering plans and specifications prepared by the Government and submitted to the Owner for review and approval. The general location of the Relocated Sewer is shown on **Exhibit "A"**.



6. The Owner has determined that construction of the Relocated Sewer, if carried out as provided in this Agreement, will not adversely impact the remaining portions of the Owner's sewerage system or otherwise adversely affect the Owner's operations.
7. It is the purpose of this Agreement to provide for the terms and conditions upon which the Temporary Relocation (as defined below) may proceed.

NOW, THEREFORE, in consideration of the faithful performance of each Party of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, it is mutually agreed as follows:

#### Article 1. Obligations of the Government

- (a) Subject to the availability of funds, and subject to the provisions contained in this Agreement, the Government agrees to perform at its sole expense the temporary relocation depicted and described in **Exhibit "A"**, at the place shown on the drawing(s) and in the manner prescribed by the **"Plans and Specifications"** prepared by the Government and approved, in writing, by the Owner (the **"Temporary Relocation"**) prior to the commencement of the relocation.
- (b) The Government or its contractors or agents shall obtain all temporary and permanent easements, licenses, encroachments, pipeline agreements, permits, and other approvals (including governmental approvals) as necessary for the construction, operation, repair and maintenance of the Relocated Sewer (collectively, **"Approvals"**). Copies of Approvals shall be timely provided to the Owner prior to the start of construction.
- (c) The Government shall furnish, subject to the conditions hereinafter stipulated, all services, labor, materials, tools, equipment, permits and licenses necessary and essential to the reconstruction, relocation, rearrangement, and/or alteration of the aforesaid facilities, including the Relocated Sewer. The relocation of the Relocated Sewer shall be constructed through standard Government procedures. Subsequent minor changes in the approved Plans and Specifications consistent with good engineering practice may be made by the Government during construction, subject to coordination with the Owner.
- (d) The Government shall make such necessary surveys and prepare such preliminary and final drawings, schedules, and specifications in connection with the Temporary Relocation as may be required, subject to the prior written approval of the Owner.
- (e) Any drawings, maps, approvals, and specifications which may be furnished by the Government shall be subject to written approval by the Owner or its authorized representative before any work to which they relate is performed. The Government shall submit to the Owner the preliminary and final Plans and Specifications for review, comment, and approval, and shall prepare, or cause to be prepared, such necessary revisions in the Plans and Specifications as are agreed upon, in writing, between the Owner and the District Engineer. Any required approval by Owner shall be granted in writing prior to the commencement of work on the relocation, or within 10 days of receiving the Plans and Specifications.



- (f) The Government will notify the Owner, in writing, when the contract or contracts required to relocate, construct, and/or remove the Existing Sewer have been awarded, and will furnish information as to the name and address of the contractor or contractors to whom award is made, the date of award, the length of time provided for completion of said contract or contracts, and the liability insurance obtained by the contractor or contractors.
- (g) The Government will also notify the Owner with twenty (20) days advanced notice, in writing, of the time, date, and location of the pre-construction conference and final inspection for the work so that the Owner's representatives may attend.
- (h) Construction of the Temporary Relocation and the Relocated Sewer shall comply with all applicable laws, regulations, codes, and ordinances and the Plans and Specifications as approved by the Owner and be conducted in such a way to minimize impact to the public. The contractor or contractors selected shall provide necessary and authorized resources to perform this work to applicable engineering, safety, and construction standards, in the timeliest manner possible. Coordination with the Owner will continue throughout construction to permit inspections and ensure acceptance of the work.

## Article 2. Obligations of the Owner

- (a) To accomplish the Temporary Relocation, the Owner hereby grants to the Government, and its assigns, without further consideration, the right to enter upon Owner's Easements to perform the Temporary Relocation, subject to the terms and conditions of this Agreement. If Government damages to any part of the Existing Sewer during the course of the Temporary Relocation and the work in connection therewith, Government shall promptly repair such damage to the satisfaction of Owner.
- (b) The Owner agrees to provide timely responses to Government submittals and requests for concurrence. Owner will provide written concurrence, prior to the commencement of the Temporary Relocation, or within 30 days of receiving the Plans and Specifications. If any subsequent concurrence is required on the part of the Owner, such concurrence will be required within 15 calendar days of receiving the request for concurrence from the government. Any refusal to provide concurrence, or delay past the 30 calendar day limit shall constitute a waiver of Owner's right to concur or withhold concurrence, deferring to the Government's best judgment in completing the Temporary Relocation.
- (c) The Owner agrees that the facilities generally portrayed in **Exhibit "A"** and specifically depicted in the Plans and Specifications constitute an adequate substitute for the portion of the Existing Sewer that will be temporarily relocated, rearranged, or altered as a result of the construction of the Project. The Owner will provide written approval of the Plans and Specifications for the Relocated Sewer prior to the commencement of the work on the relocation of the facilities, or within 30 days of receiving the Plans and Specifications. Failure to submit written approval, comments, and/or a request for a time extension within previously noted time period, shall be deemed approval of the Plans and Specifications.



- (d) The Owner has provided the Government an estimate of its reimbursable expenses reasonably allocable to the Temporary Relocation as provided in Article 4 below.
- (e) The Owner shall, to the extent practicable, maintain separate cost records of its reimbursable expenses incurred because of, and related directly to, this temporary relocation Agreement.

Article 3. Bond. Government or its agents shall require its contractor to obtain a Performance Bond sufficient to ensure full performance of the contract obligations, which will be a condition of the parent contract Solicitation and Award, under which the Temporary Relocation is an Option. Government shall furnish the Owner with a true, correct, and complete copy of the Bond and all required endorsements for review and acceptance prior to beginning construction of the Relocated Sewer.

#### Article 4. Estimate of Reimbursable Owner Expenses

The total estimated Owner expenses reimbursable relating to this Temporary Relocation are \$85,000. This estimate includes the coordination of planned service interruptions, required inspections, acceptance of completed work, and other costs reasonably allocable to the relocation. The estimate is the subject of this Agreement and may be revised as necessary upon the mutual written concurrence of the Parties.

#### Article 5. Reimbursement and Method of Payment

Subject to the availability of funds, the Government shall reimburse the Owner for all reasonable costs expended in connection with the Relocation which are estimated to be \$85,000. The Owner shall provide notice if the actual costs exceed \$85,000. The Government shall reimburse the Owner for such costs within 90 days of receipt of invoices, supported by such evidence of expenses by the Owner as may be required by the Government under the terms of this Agreement. Payment shall be remitted to Owner's representative designated herein or by other method agreed to in writing by the Parties. It is understood and agreed that the Government is in no case liable for damages in connection with this Agreement on account of delay in payments to the Owner due to lack of available funds.

#### Article 6. Ownership and Conduct of Work

- (a) The Owner's facilities relocated pursuant to this Agreement, including without limitation the Relocated Sewer, shall be the property of the Owner. The Government shall be responsible for all materials furnished and work performed by it or its contractors in conjunction with the Temporary Relocation at the Government's sole cost and expense.
- (b) The Parties acknowledge and agree that completion of the work in connection with the Temporary Relocation is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses, real property rights, and other documents, outages or other key items and not being delayed by those forces described herein. The Parties shall work

cooperatively and in good faith to timely meet all mutually acceptable schedules and to minimize delays.

#### Article 7. Salvage and Betterments

For purposes of this Agreement, no salvage value or betterments are contemplated since the relocated facilities are temporary. The Owner agrees that the Temporary Relocation to be accomplished under this Agreement, if provided and performed as described within this Agreement, will provide the Owner with a facility equal in service and utility to that now in existence and is a satisfactory temporary replacement.

#### Article 8. Inspection and Acceptance

- (a) The Owner shall, in connection with the design and construction work to be performed by the Government under this Agreement, have the right at all times to inspect the construction of said work and all materials intended for use in such work. In the event that any inspection by the Owner discloses that the work is not being performed in accordance with this Agreement or the approved Plans and Specifications, such fact will, within forty-eight (48) hours following such disclosure, be reported orally to the District Engineer or his authorized representative and confirmed in writing within five (5) days following such disclosure. Failure of the Owner to object to the methods employed or materials used within twenty (20) days after initial employment or use of such methods or materials shall constitute a waiver thereof. Within five (5) days after completion of the Temporary Relocation, the Government will notify the Owner in writing that it may make a final inspection thereof within twenty (20) days of receipt of such notice and that the Owner shall accept or reject the work, in writing, within twenty (20) days after said inspection. Failure of the Owner to perform the inspection or to object within the time specified herein shall indicate satisfactory performance of the work by the Government. Any deficiencies of the construction to be performed by the Government in accordance with the approved Plans and Specification and the provisions of this Agreement shall be promptly corrected by the Government.
- (b) The Owner will accept ownership and maintenance of the Relocated Sewer effective on the date the Owner records a *Bill of Sale*, to be prepared, signed, notarized and delivered by Government to Owner, with a *Certificate of Acceptance*, only if the Owner determines to its reasonable satisfaction that:
  - (i) Government and the construction contractor have constructed the Relocated Sewer in strict conformance with the provisions of this Agreement; and
  - (ii) No legal actions or stop notice claims are pending or threatened concerning any of the provisions of this Agreement or any work of construction provided for in this Agreement; and
  - (iii) There are no liens or stop notices filed or recorded in connection with the Relocated Sewer, Government has fully complied with California Civil Code Sections 9356 and 8182, and



at least sixty (60) calendar days have elapsed since the recording of the *Notice of Completion*.

The Bill of Sale and Certificate of Acceptance shall be in form and content reasonably acceptable to Owner.

#### Article 9. Disputes

As a condition precedent to Owner bringing any suit for breach of this Agreement, Owner must first notify the Government in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation between the Parties. If the Parties cannot resolve the dispute through negotiation within 30 days from notification of the breach, they may exercise any and all rights and remedies under this Agreement, at law or equity. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement. Nothing in this section shall be construed as a waiver of any defense or immunity of the United States.

#### Article 10. Parties' Representatives

- (a) The Owner may assign representatives or agents to observe and to inspect the contemplated construction work contemplated in this Agreement as it progresses. All communication between the Owner and Government should be accomplished through the assigned representative. Such representatives will communicate only with the Government's representative. The designation of a representative or agent should be done in writing and prior to the commencement of the relocation work.
- (b) The Government will appoint a Government representative (the "**Project Manager**") for the purpose of issuing instructions and entering into modifications pursuant to requirements for changes in drawings, schedules and specifications previously approved by the Government. The Government shall not be obligated to pay for or accept any modification request. The Government designates as its project manager Mr. George Sunny, whose contact information is (213) 452-3827 and [george.p.sunny@usace.army.mil](mailto:george.p.sunny@usace.army.mil). The Government shall provide the Owner with immediate written notification of any change to the Project Manager or his or her contact information.

#### Article 11. Controlling Language

The Parties intend the provisions of this Agreement and each of the documents incorporated by reference in it or to be developed later pursuant to the terms of this Agreement to be consistent with each other, and for each document to be binding in accordance with its terms. To the fullest extent possible, these documents shall be interpreted in a manner that avoids or limits any conflict between or among them. However, if and to the extent that specific language in this Agreement conflicts with specific language in any document that is incorporated into this Agreement by reference or any document that is later developed by the Parties pursuant to the terms of this Agreement, the specific language of this Agreement shall be controlling.

Article 12. Release

The Owner agrees, on completion of the Temporary Relocation in accordance with the terms and conditions of this Agreement, to accept said Temporary Relocation pursuant to the provisions of Article 8 above as full and just compensation for any and all damages that have been caused to the facilities altered or relocated hereunder. Upon acceptance of the Relocated Sewer as described in Article 8 above, Owner does hereby release the Government from any and all causes of action, suits at law or equity or claims or demands, and from any liability of any nature whatsoever for and on account of any damages to the Relocated Sewer.

Article 13. Relationship of the Government, its Contractor, and Owner

Owner acknowledges that the Government is the contracting party with its contractor(s), and that Owner shall have no right to direct the activities of said contractor(s). All matters which Owner desires to bring to the attention of the Government's contractor(s) shall be submitted in writing to the Government's Representative. Where any matter to be performed by or submitted to Owner or otherwise requires coordination with Owner the Government shall be responsible for ensuring such performance, submission, comment or coordination by requiring its contractor(s) to submit all matters to it for handling with Owner. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

Article 14. Condemnation

Should it be determined for any reason that the right, title, and interest of the Owner in and to the lands referred to in Article 1, shall be acquired by condemnation, or other judicial proceedings, nothing contained herein shall be construed as a waiver of the United States' inherent power of eminent domain.

Article 15. Notice

- (a) The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Temporary Relocation, and ways that the Parties may work together to facilitate the completion of this Agreement.
- (b) Any notice, request, demand, payment or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first-class, registered, or certified mail with a courtesy copy provided by email, as follows:

If to the Owner:

Los Angeles County Sanitation Districts  
Attn: Supervisor, Property Management Group  
1955 Workman Mill Road



Whittier, CA 90601  
(562) 908-4288, extension 2762  
Email: [property@lacsdc.org](mailto:property@lacsdc.org)

If to the Government:  
Chief, Real Estate Division  
U.S. Army Corps of Engineers (USACE)  
Los Angeles Engineer District

- (c) A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.
- (d) Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

#### Article 16. Force Majeure

The Parties to this Agreement shall not be responsible or liable to each other for any delay in performance hereunder, or for any delays in the Project, due to any reason including, but not limited to: shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders of judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission (“CPUC”), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God, or any cause or conditions beyond the control of the Parties. The Parties expressly waive and release any and all claims for damages against each other arising out of any delays in the Project unless due to a party’s sole negligence or willful misconduct. Notwithstanding anything to the contrary in this Agreement, the foregoing force majeure provisions shall not apply with respect to the payment of any amounts to be paid by the Government to Owner.

#### Article 17. Waiver

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

#### Article 18. Duplicate Originals and Electronic Signatures

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and



agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by Owner by way of an electronic signature, in which case, said electronic signature shall have the same force and effect as a written signature.

#### Article 19. Jurisdiction of the Public Utilities Commission

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by law.

#### Article 20. Public Work.

Government acknowledges that the construction of the Relocated Sewer may be regarded as a public work and that there are legal requirements applicable to a project regarded as a public work including, but not limited to, the payment of prevailing wages, the method of selecting a contractor, the selection of subcontractors and the administration of the construction contract.

#### Article 21. Amendments

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

#### Article 22. Governing Law

This Agreement shall be subject to and construed according to the laws of the State of California.

#### Article 23. Captions and Headings

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

#### Article 24. Third Party Beneficiaries

Nothing herein is intended to create any third-party benefit.

#### Article 25. CEQA

Government or its agents shall comply with the California Environmental Quality Act ("CEQA") and prepare any environmental documents necessary for the Relocated Sewer and the construction thereof at no cost to the Owner.

Article 26. Miscellaneous.

- (a) This Agreement contains the entire agreement between the Parties concerning the Relocated Sewer and supersedes any prior agreements between the Parties with respect to the Relocated Sewer. Any subsequent representations or modifications will be of no force or effect, except for a subsequent modification in writing executed by both Parties.
- (b) The Owner hereby delegates to the Chief Engineer the authority to act on behalf of the Owner in carrying out the terms of this Agreement. The Chief Engineer and General Manager (“**Chief Engineer**”), or his or her designee, may accept without further Board action, the title to the Relocated Sewer and any required easements, licenses and/or encroachment permits on behalf of Owner, and make other determinations and approvals on behalf of the Owner to fulfill all responsibilities of the Owner under this Agreement.
- (c) If construction of the Relocated Sewer is not completed within three (3) years from and after the date of this Agreement (the “**Effective Date**”), the Chief Engineer may terminate this Agreement in his or her sole and absolute discretion by providing written notice to Government (the “**Owner Termination Notice**”) and/or may exercise any and all rights and remedies under this Agreement, at law or equity. Upon delivery of the Owner Termination Notice to the Government, this Agreement will immediately, automatically and unconditionally terminate without further notice, and the Parties shall have no further obligations to each other except only those obligations that accrued prior to such termination and those obligations that expressly survive the termination of this Agreement. In addition, no later than fifteen (15) days after such termination, Government shall restore the Existing Sewer to its original condition existing as of the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

United States of America

By: Cheryl L. Connett  
Chief, Real Estate Division

COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY

By: \_\_\_\_\_  
Chairperson, Board of Directors

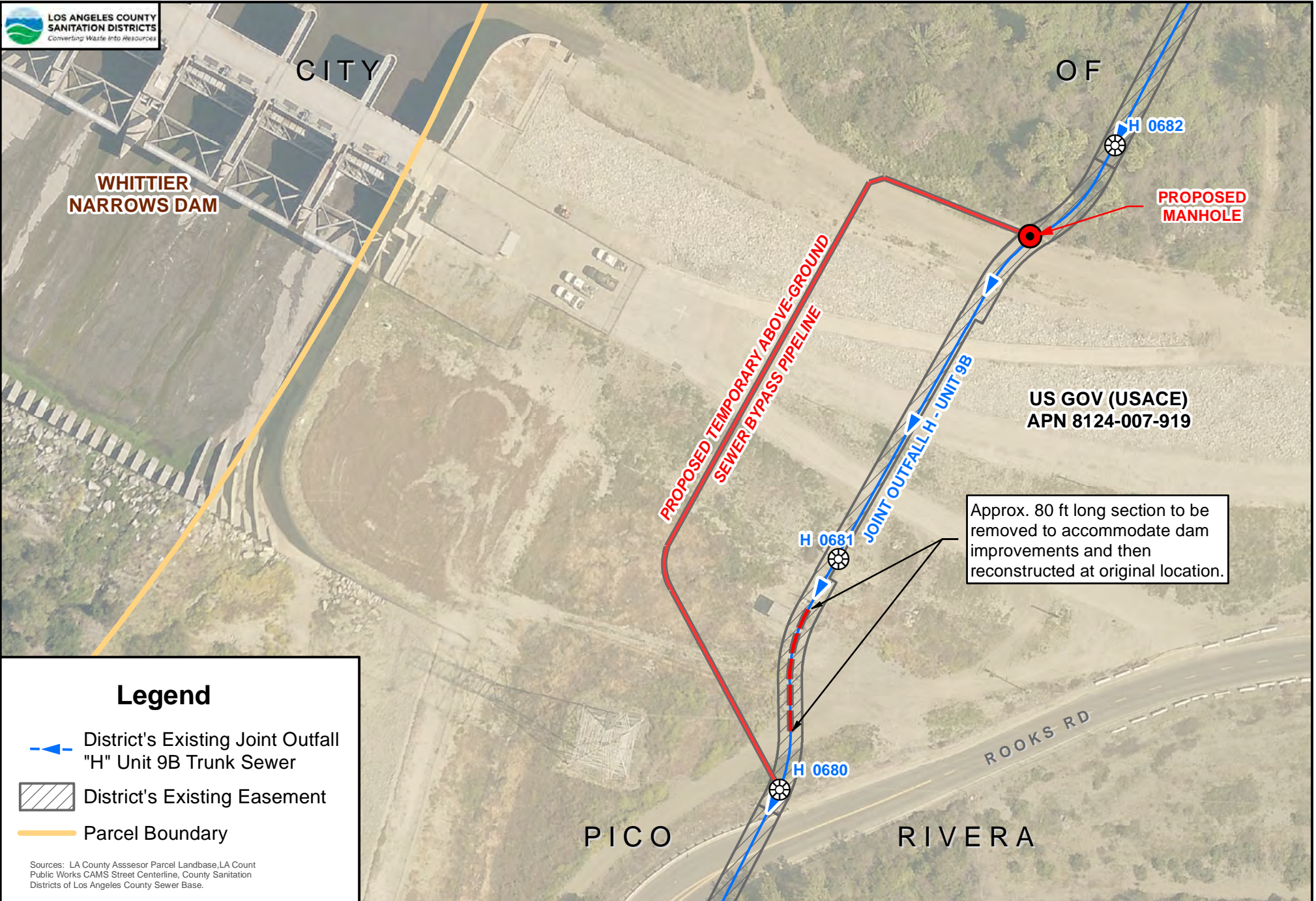
ATTEST: \_\_\_\_\_  
Secretary to the Board






Whittier Narrows Dam Safety Modification Project  
San Gabriel River Spillway Utility Relocations  
Los Angeles County, California

APPROVED AS TO FORM:  
Lewis Brisbois Bisgaard & Smith, LLP

By: \_\_\_\_\_  
Owner Counsel

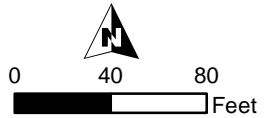


**Legend**

-  District's Existing Joint Outfall "H" Unit 9B Trunk Sewer
-  District's Existing Easement
-  Parcel Boundary

Sources: LA County Assessor Parcel Landbase, LA County Public Works CAMS Street Centerline, County Sanitation Districts of Los Angeles County Sewer Base.

**TEMPORARY SEWER RELOCATION FOR WHITTIER NARROWS DAM PROJECT  
EXHIBIT A**





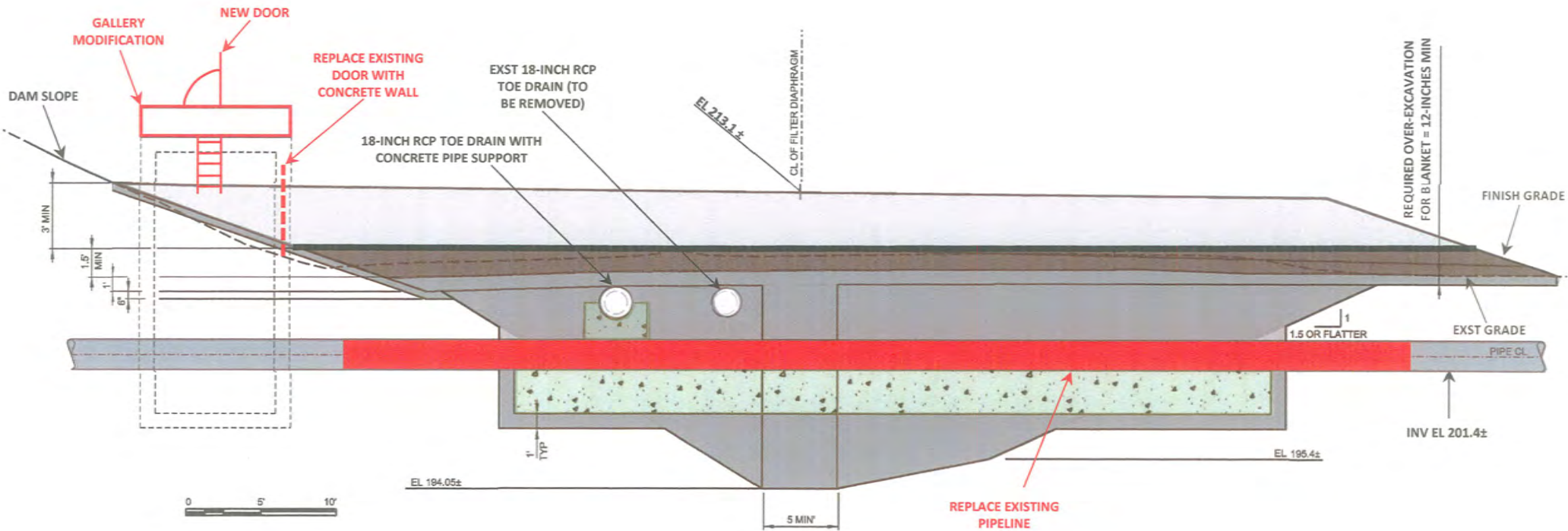
# Figure 1 of 2: LA County Sanitation Districts Wastewater Line Relocation Map

Centerline of Dam Station 126+20 Gallery






# Figure 2 of 2: LA County Sanitation Districts Profile View Utilities and Filter Diaphragm at Dam Station 126+20 Gallery



## LEGEND

	General Fill		Pipe Cradle (CLSM)
	Filter Material		24-inch RCP LACSD Wastewater Line
	Drain Material		Geotextile Fabric





**US Army Corps  
of Engineers**

# **Certificate of Appointment**



Under authority vested in the  
undersigned

**Cheryl L. Connett**

**is appointed  
Real Estate Contracting Officer  
for the**

**United States of America**

**In accordance with General Order 2020-01, applicable laws  
and regulations, and the 16 Oct 2020 Delegation Guidance**

**LEVEL II authority for the award, execution and administration of  
real estate contracts, within dollar limitations provided in the  
attached real estate warrant. This authority is hereby granted, for  
one year, or until position change or termination, whichever occurs  
first, and is effective as long as the appointee is assigned as:**

Chief of Real Estate, Los Angeles District

Authority is hereby granted to redelegate to qualified individuals a  
Level I.

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**MARCIA A. DEVILLE  
Real Estate Contracting Officer**

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**11 February 2021  
Date**

Cert No. 01