

**Exhibit 14-F Utility**

**Agreements UTILITY**

**AGREEMENTS**

**Los Angeles County Sanitation Districts**

**UTILITY AGREEMENT**

| <b>County</b>   | <b>Route</b> | <b>P.M.</b>                              | <b>Project #</b> |
|---|--------------|--|------------------|
| County of Los Angeles   | SR 57-SR-60  | SR57 PM R4.3/R4.5<br>SR60 PM R20.3/R26.1 | 07-279121        |
| <b>Fed. Aid. No. 07150000761</b>  |              |  |                  |
| <b>Owner's File No. 5<sup>th</sup> Avenue Trunk Sewer Relocation Between Manholes 21 0434A and 21 0436 (21-p-0087)</b>  |              |  |                  |
| <b>FEDERAL PARTICIPATION: On the Project: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> On the Utilities: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></b> |              |  |                  |

**UTILITY AGREEMENT NO. 07279121**

The Los Angeles Metropolitan Transportation Authority (Metro), hereinafter called “LOCAL AGENCY” proposes widening SR-60 in the EB direction, replacement of the Grand Avenue bridge and construction of an EB SR-60 bypass connector located in the City of Diamond Bar, County of Los Angeles, State of California, And:

The Los Angeles County Sanitation District No. 2 hereinafter called “Owner”, owns and maintains the 18-inch sewer trunk line and manholes; within the limits of the LOCAL AGENCY’s project that requires relocation of said facility to accommodate LOCAL AGENCY’s project to a location within Golden Springs Drive.

It is hereby mutually agreed that:

**I. WORK TO BE DONE:** (Work Performed by Local Agency’s Contractor per Local Agency’s Plans)

In accordance with Notice to Owner No. 07279121 dated February 5, 2021, LOCAL AGENCY shall relocate an 18-inch sewer facility and appurtenances (Owner’s Facilities), at no cost to OWNER and in accordance with plans and specifications (Drawing No. 21-p-0087) approved by the OWNER and included in LOCAL AGENCY's contract plans for the improvement of SR 57/SR 60, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's 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, and after final inspection by the Owner, OWNER agrees to accept ownership and maintenance of the constructed facilities, and relinquishes to LOCAL AGENCY ownership of the replaced facilities except in the case of liability determined pursuant to Water Code 7034 or 7035.

**II. LIABILITY FOR WORK:** (Local Agency's Expense- California Streets and Highways Code (S&HC), Section 702 or 703 OR Local Agency's Expense – superior rights)

The existing facilities are lawfully maintained in their present location and qualify for relocation at LOCAL AGENCY's expense under the provisions of Section (702) or (703) of the Streets and Highways Code

**III. PERFORMANCE OF WORK:** (Local Agency's Contractor Performs All or Portion of Work)

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

LOCAL AGENCY shall notify the OWNER'S Construction Management Section Head at (562) 908-4288 extension 2106 when the LOCAL AGENCY'S Contractor is to begin work at least five (5) working days in advance. It is also agreed that OWNER'S inspector shall be contacted for OWNER'S final inspection after the work is completed and before LOCAL AGENCY'S acceptance of work. OWNER agrees to cause final inspection within 30 working days.

**IV. PAYMENT FOR WORK:** (inspection fee reimbursement and owner requested Betterments)

The LOCAL AGENCY shall cause the relocation at no cost to OWNER and shall reimburse OWNER for the actual cost of its inspection specified in III within 45 days after receipt of OWNER'S itemized bill.

With regards to field inspection by OWNER, not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

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 Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

**V. GENERAL CONDITIONS:** (Local Agency design costs, For All Owners-Notice of Completion and Federal Aid Clause – Master Contract and NEPA Document on project)

All costs accrued by OWNER as a result of LOCAL AGENCY's request of March 22, 2019 to review, study and/or prepare relocation plans, and estimates, and to provide construction inspection and submittal review for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement. The estimated cost to LOCAL AGENCY for providing the above described work is \$210,000.

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.

All obligations of Local Programs Accounting Branch (LPA) under the terms of this Agreement are subject to the acceptance of the Agreement by the LPA Board of Directors of the Delegated Authority (as applicable), the passage of annual Budget Act by the State Legislature, and allocation of the funds by the California Transportation Commission

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

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.

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 21<sup>st</sup> 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 parties have hereto executed this Agreement on the day and year set forth above.

**COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY**

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

**ATTEST:**

\_\_\_\_\_  
Secretary to the Board

**APPROVED AS TO FORM:**

Lewis Brisbois Bisgaard & Smith, LLP

By \_\_\_\_\_  
District Counsel

LOS ANGELES METROPOLITAN  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
Robert Machuca  
Sr. Director Program Manager

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