

## TERMINATION AGREEMENT

(Joint Outfall F Unit 3A Trunk Sewer Rehabilitation Between Manholes F71A and F71B)

This TERMINATION AGREEMENT (“**Agreement**”) is effective as of June 22, 2022 (“**Effective Date**”) and is among COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and operating pursuant to the County Sanitation District Act, Health and Safety Code Section 4700, et seq. (“**District**”), and J.F. SHEA CONSTRUCTION, INC., a California corporation (“**Shea**”) (each a “**Party**” and collectively the “**Parties**”).

- A) Shea submitted a bid to the District for the Construction of the Joint Outfall F Unit 3A Trunk Sewer Rehabilitation Between Manholes F71A and F71B project on December 3, 2020 (“**Project**”).
- B) Shea’s bid was selected and approved by the District Board at a duly noticed and conducted public meeting on January 13, 2021. An Agreement For Public Works Construction (District Contract No. 5341) was executed by representatives of the District and Shea on February 1, 2021 (the “**Construction Contract**”). For purposes of this Agreement, the term **Construction Contract** includes all documents comprising the Contract Documents, as that term is used and defined in the District’s Special Provisions for Construction of Joint Outfall F Unit 3A Trunk Sewer Rehabilitation Between Manholes F71A and F71B, including all referenced documents therein, dated October 2020.
- C) Despite its best efforts, the District has been unable to obtain an Army Corps of Engineers 408 Permit by June 1, 2022, when construction work needs to commence as required under the Construction Contract. The District and Shea have agreed to terminate the Construction Contract as affirmed in writing by Shea via electronic mail sent on May 13, 2022. The District also confirmed the termination agreement in a letter to Shea dated May 17, 2022.
- D) In accordance with Section 6-8 of the Green Book Standard Specifications For Public Works Construction, specifically incorporated by reference into the Construction Contract, the parties have agreed to a termination of the Construction Contract for convenience. The parties agree that all requirements under Section 6-8 of the Green Book Standard Specifications For Public Works Construction have been met to terminate the Construction Contract for convenience. The District also requested and Shea has provided a final termination settlement proposal dated May 25, 2022 (the “**Termination Proposal**”), a copy of which is attached hereto and incorporated herein by reference.
- E) The District has reviewed and accepted the Termination Proposal and the Parties now intend for this Agreement to terminate and forever settle all matters with respect to the Construction Contract and Termination Proposal.





conditioned or delayed.

5. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the termination of the Construction Contract and supersedes any and all prior agreements between the Parties with respect to the Construction Contract. This Agreement may not be altered, amended, changed, terminated or modified in any respect or particular, except in writing and signed by both Parties.

6. Further Assurances. The Parties shall cooperate in good faith with each other and deliver any additional documents and perform any other acts necessary or appropriate to consummate and carry into effect all of the terms and provisions of this Agreement.

7. Authority to Sign. Each person signing this Agreement on behalf of a Party represents and warrants to the other Party that he/she has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such Party in accordance with its terms.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9. Governing Law. This Agreement will be governed by California law.

10. Notices. Any notice or other communication to be given by one Party to the other hereunder shall be in writing and given by personal service, express mail, Federal Express or any other similar form of airborne/overnight delivery service, or by United States certified mail, return receipt requested, addressed to the Party at its respective address as follows:

If to DISTRICT:


County Sanitation District No. 2 of Los Angeles County  
1955 Workman Mill Road  
Whittier, CA 90601  
Attn: Ignacio Murillo  
Email: [imurillo@lacs.org](mailto:imurillo@lacs.org)

If to SHEA:

J.F. Shea Construction, Inc.  
667 Brea Canyon Drive, Suite #30  
Walnut, CA 91789  
Attn: Chuck Wilson  
Email: [Chuck.Wilson@jfshea.com](mailto:Chuck.Wilson@jfshea.com)

The Parties are executing this Agreement as of the Effective Date.

J.F. Shea Construction, Inc.  
a California corporation

By:   
Title: General Manager - San Diego Division

COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY

By: \_\_\_\_\_  
Chairperson

ATTEST:

By: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

LEWIS BRISBOIS BISGAARD & SMITH LLP

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