

Exhibit 14-F UTILITY AGREEMENTS

UTILITY AGREEMENT

Contra Costa County Public Works Department

County	Route	P.M.	Project #
Contra Costa	Marsh Creek Road	N/A	6R4083
Fed. Aid. No. BRLS 5928(125)			
Owner's File: D-16389 to D-16392			
FEDERAL PARTICIPATION: On the Project : No On the Utilities: Yes			

UTILITY AGREEMENT NO. 001

COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("LOCAL AGENCY"), proposes to REPLACE THE BRIDGE ON MARSH CREEK ROAD (BRIDGE NO. 28C-0143) OVER MARSH CREEK APPROXIMATELY 0.4 MILES WEST OF JOHN MARSH ROAD WITHIN THE UNINCORPORATED CLAYTON AREA OF CONTRA COSTA COUNTY, in CONTRA COSTA COUNTY, CALIFORNIA.

And: **CONTRA COSTA WATER DISTRICT**, a County Water District, ("OWNER"), owns and maintains water service lines, appurtenant valves and valve boxes ("WATER FACILITIES"); within the limits of LOCAL AGENCY's project that requires relocation of OWNER's existing 4" PVC waterline, and relocate appurtenant valves and valve boxes located in the project area (the "WORK") to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Revised Notice to Owner No. 001 R1, dated 10/28/2021, OWNER shall perform the following activities: design engineering for the preparation of plans and specifications, inspection, water quality testing, attend meetings, review submittals, and provide project management. All work shall be performed substantially in accordance with OWNER's Project No. 120611, Plan No. D-16389 to D-16392, dated 10/28/21, consisting of 4 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 255 Glacier Drive, Martinez, CA 94553.

Deviations from the OWNER's 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 OWNER's 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.

It is mutually agreed that LOCAL AGENCY shall: perform the WORK; as shown on OWNER's Project No. 120611, Plan Nos. D-16389 to D-16392, dated 10/28/21, consisting of 4 sheets, which plans are included in LOCAL AGENCY's Contract Plans as part of the LOCAL AGENCY's highway construction contract. OWNER shall have access to all phases of the work to be performed by the LOCAL AGENCY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the WORK performed by LOCAL AGENCY, 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.

LOCAL AGENCY will obtain environmental compliance and regulatory permits necessary for the LOCAL AGENCY's highway construction contract.

OWNER will lead and the LOCAL AGENCY shall support coordination with OWNER's water customers for potential impacts during design and construction. LOCAL AGENCY shall include language in the LOCAL AGENCY's highway construction contract requiring the contractor to maintain water service at all times. The LOCAL AGENCY shall require the contractor to maintain continuous emergency response capability for repairing damage to the existing water facilities within four (4) hours of becoming aware of or being notified of damage caused by LOCAL AGENCY and/or LOCAL AGENCY's highway contractor, and is to repair such damage and shall notify OWNER of such emergency. The costs of these conditions will be included in the WATER FACILITIES bid items.

At the request of OWNER, LOCAL AGENCY will include in LOCAL AGENCY's highway construction contract a specification requiring LOCAL AGENCY's construction contractor to be responsible for remediating, to the reasonable satisfaction of OWNER and at no cost to OWNER, any damage to OWNER's facilities caused by the contractor or any subcontractor during the course of completing the WORK.

II. LIABILITY FOR WORK

A. WORK SCOPE:

The existing facilities are located within the LOCAL AGENCY's right of way under permit and will be relocated at OWNER's expense under the provisions of Streets and Highways Code Division; County Highways, Chapter 5.5 Article 2 Section 1463.

The estimated cost for the WORK is as follows:

Estimated cost of WORK performed by Project Contractor	\$530,000
LOCAL AGENCY's design costs	\$10,000
LOCAL AGENCY's Inspection/Construction Management Costs	\$10,000
 TOTAL ESTIMATED COSTS FOR WORK	 \$550,000
OWNER'S Total Estimated Liability (100%)	\$550,000

LOCAL AGENCY'S Total estimated liability (0%)

\$0

The LOCAL AGENCY's highway contractor is performing the WORK which is 100% OWNER liability. The estimated cost of WORK is \$530,000. If the amount of the LOCAL AGENCY's Contractor's bid exceeds the \$530,000 estimate, the OWNER may, at its sole discretion, elect to remove WORK from the LOCAL AGENCY's highway construction contract at no cost to the OWNER and shall notify the LOCAL AGENCY of such election in writing within seven (7) calendar days of receiving bid results from the LOCAL AGENCY. If WORK is removed from LOCAL AGENCY'S highway construction contract at the OWNER's request, OWNER shall pay for its share of the actual and necessary cost to prepare the Contract Change Order and be billed by LOCAL AGENCY. If WORK is removed from the LOCAL AGENCY's highway construction contract the OWNER agrees to complete the work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion. If work is completed by Owner, LOCAL AGENCY then agrees to provide the OWNER a four (4) week access period to the LOCAL AGENCY's highway construction contract site after Stage 2 traffic handling work is done for the OWNER to complete the WORK. If the OWNER is unable to meet the four-week time frame allotted to complete the WORK, a Contract Change Order will be processed to increase the time and the OWNER shall pay for its share of the actual and necessary cost for any delay costs and will be billed by LOCAL AGENCY..

LOCAL AGENCY shall require in its highway construction contract that its contractor indemnify, defend, and hold harmless OWNER from and against all demands, claims, losses, liabilities, damages, injuries, or expenses of any type whatsoever (including without limitation attorney's fees) to the extent arising from the negligence or willful misconduct of the contractor, including, without limitation, any such loss, damage, liability, claims, demands, causes of action or judgments for personal injuries or death as may be asserted, made or brought by or on behalf of any employee of the LOCAL AGENCY, OWNER, contractor, or any subcontractor employed for the WORK.

LOCAL AGENCY shall require in its highway construction contract that its contractor procure public liability insurance and automobile insurance policies. Said policies shall name OWNER as an additional named insured and shall cover the contractor's contractual liability to the LOCAL AGENCY for the WORK.

III. PERFORMANCE 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.

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.

The LOCAL AGENCY, in its sole discretion, shall conduct a joint final inspection of completed relocation work with OWNER. If the WORK is not accepted by OWNER, the OWNER will notify the LOCAL AGENCY within 10 days. If the OWNER approves and accepts the final relocation of WORK, the OWNER shall provide the acceptance and approval through OWNER's Construction Administrator within ten (10) business days after the joint final inspection and OWNER shall not unreasonably withhold or delay its determination of WORK as satisfactory. If the WORK is not accepted or approved within the allotted timeframe of ten (10) business days, WORK will be deemed approved by OWNER.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Engineering services for preparation of plans, specifications, estimates, supervision, inspection, testing, attend meetings, review submittals, and project management are to be furnished by the OWNER and approved by the LOCAL AGENCY. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Subpart E, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

LOCAL AGENCY shall provide final as-built set of plans to OWNER's CAD (Computer-Aided Design) standards and specifications with a new stamp by the Engineer of Record at completion of construction prior to and as a condition of acceptance by OWNER. LOCAL AGENCY shall provide OWNER with both a pdf and a CAD file of the final as-built set of plans.

IV. PAYMENT FOR WORK

OWNER shall pay its share of the actual cost of the WORK included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$530,000.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

The LOCAL AGENCY shall submit a final bill to the OWNER within 180 days after the completion of the work described in Section I above. If the OWNER has not received a final bill within 180 days after notification of completion of work described in Section I of this Agreement, OWNER will provide written notification to LOCAL AGENCY of its intent to close its file within 30 days.

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 OWNER 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 LOCAL AGENCY and approval of documentation by OWNER. 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 LOCAL AGENCY 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 OWNER.

Detailed records from which the billing is compiled shall be retained by the LOCAL AGENCY 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, Subpart E, Part 31 by OWNER, LOCAL AGENCY, State 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 OWNER, State and/or Federal audit determines payments to be unallowable, LOCAL AGENCY agrees to reimburse OWNER upon receipt of OWNER billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 11/26/2019 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of the 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 LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those 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 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.

OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the

vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the WORK hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

Except for warranty work under the one (1)-year warranty to be provided by LOCAL AGENCY's contractor, OWNER will become responsible for operation and maintenance of the WATER FACILITIES upon its acceptance thereof.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CONTRA COSTA COUNTY

By _____
Brian M. Balbas
Public Works Director

Date: _____

CONTRA COSTA WATER DISTRICT

By _____
Stephen J. Welch
General Manager

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Mary Ann McNett Mason
County Counsel

By _____
Douglas E. Coty
District Counsel

Date: _____

Date: _____

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\\PW-DATA\grpdata\design\Correspondence\CURRENT PROJECTS\Marsh Creek Road Bridges (#28C-0143, -0145) Replacement Project\04-Utilities\CCWD\utility agreement\latest draft\UA 001 draft_03-15-2021_CCWD rev NL_AC_legal_rev 6-3-21_legal_CT HQ_10-28-21.docx
Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File