

Exhibit 14-F Utility Agreements

UTILITY AGREEMENTS

#294-C1825

County of El Dorado  
Community Development Agency, Transportation Division

UTILITY AGREEMENT

County	Route	P.M.	Project #
El Dorado	SR-49	11.78/12.4	72375
<b>Caltrans EA. No. 03-0E960</b>			
<b>Owner's File A0121A8</b>			
<b>FEDERAL PARTICIPATION: On the Project : No</b> <b>On the Utilities: No</b>			

UTILITY AGREEMENT NO. 2711.3L

The County of El Dorado, Community Development Services, Department of Transportation, hereinafter called "LOCAL AGENCY" proposes to realign and widen SR-49 between Pleasant Valley Road and Bradley Drive, in Diamond Springs of unincorporated El Dorado County, California.

And: AT&T

hereinafter called "OWNER," owns and maintains overhead telecommunication facilities within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 2711.3L dated December 1, 2017, OWNER shall relocate overhead telecommunication lines. All work shall be performed substantially in accordance with OWNER's Plan No. A0121A8 dated 09/13/2017, consisting of 3 sheets, copies of which are on file in the Office of the LOCAL AGENCY at 2850 Fairlane Court, Placerville, CA 95667. Deviations for 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 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 receipt 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.

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**II. LIABILITY FOR WORK**

The existing facilities described in Section I above will be relocated at 100% LOCAL AGENCY expense.

**III. PERFORMANCE OF WORK**

OWNER agrees to perform the herein-described 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.

Use of out-of-state personnel (or 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. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. 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 State's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

**IV. PAYMENT FOR WORK**

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold 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 for OWNER's facilities (if required), 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. If the LOCAL AGENCY processes a final bill for payment more than 180 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

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 either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

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 OWNER'S 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 by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al., to the extent they are applicable. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse LOCAL AGENCY upon receipt of LOCAL AGENCY billing.

#### V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 03/01/2017 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 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 AGENCY under the terms of this Agreement are subject to 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.

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 Director's Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. OWNER shall reimburse the LOCAL AGENCY all costs for the easement.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on STATE highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

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.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. 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.

The estimate cost to the LOCAL AGENCY is \$11,640.47, for its share (100%) of the described work as set forth in this Agreement and as identified in OWNER's Estimate of Cost attached to this agreement and incorporated herein.

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

**LOCAL AGENCY**

**AT&T**

By: \_\_\_\_\_  
Chair, Board of Supervisors  
"County"

By: \_\_\_\_\_  
Astrid Willard  
AT&T Public Works and Caltrans Liaison

Attest:  
James S. Mitrisin  
Clerk of the Board of Supervisors

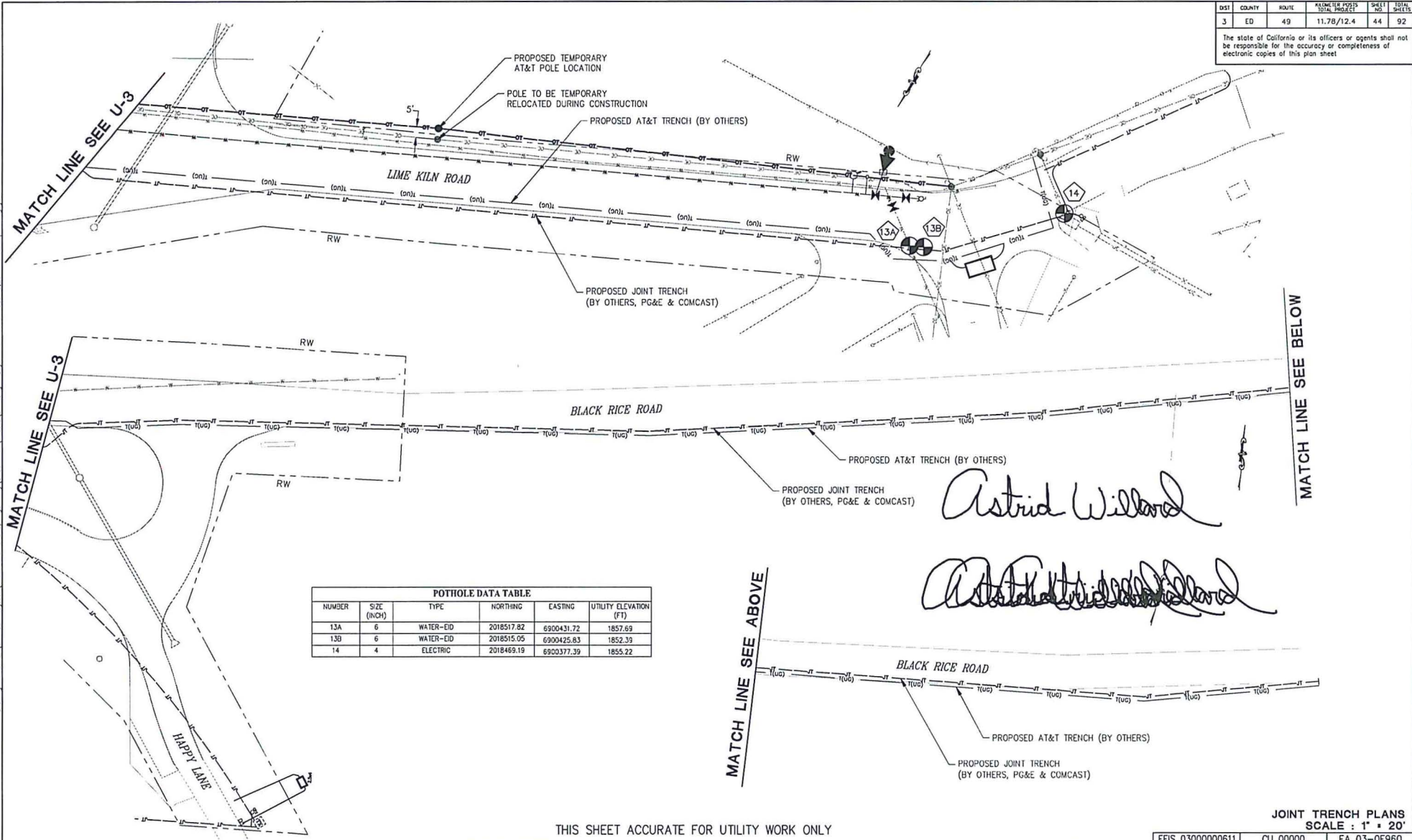
By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DIST	COUNTY	ROUTE	ALTIMETER SYSTEMS TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
J	ED	49	11.78/12.4	44	92

The state of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.



POTHOLE DATA TABLE					
NUMBER	SIZE (IN/CH)	TYPE	NORTHING	EASTING	UTILITY ELEVATION (FT)
13A	6	WATER-EID	2018517.82	6900431.72	1857.69
13B	6	WATER-EID	2018515.05	6900425.83	1852.39
14	4	ELECTRIC	2018469.19	6900377.39	1855.22

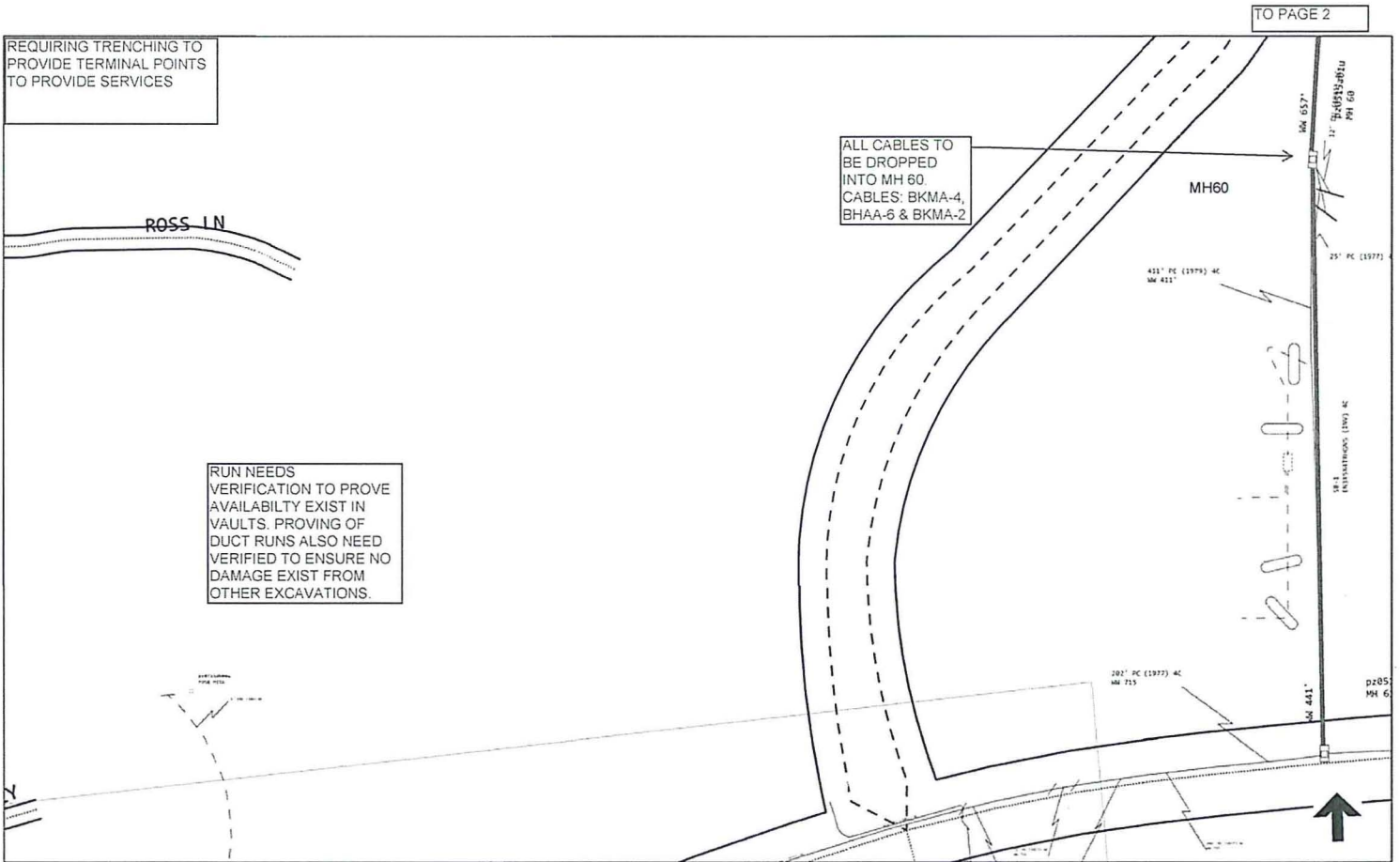
*Astrid Willard*  
*Astrid Willard*

ORIGINAL SCALE IS IN INCHES  
 Drawing name: C:\owl\_3D\Projects\72374\_Diamond Springs Pkwy\CADD\Plan\Sheets\U-4.dwg Layout Tab: U-5 Oct 13, 2017 - 12:35pm Aligned  
 FOR REDUCED PLANS  
 REVISION  
 NUMBER DATE DESCRIPTION BY

THIS SHEET ACCURATE FOR UTILITY WORK ONLY

EFIS 03000000611 CU 00000 EA 03-0E960

PREPARED UNDER THE SUPERVISION OF: REGISTERED CIVIL ENGINEER DATE:	DESIGNED: JN AN DRAWN: AN CHECKED: DH DATE: 10/13/2017 ROAD NUMBER: 49		<b>COUNTY OF EL DORADO</b> <b>COMMUNITY DEVELOPMENT AGENCY</b> <b>TRANSPORTATION DIVISION</b>	<b>SR-49 REALIGNMENT -</b> <b>DIAMOND SPRINGS PARKWAY</b> <b>PHASE 1A</b>	SHEET <b>U-5</b> 44 of 92 P.D. NO. 72375
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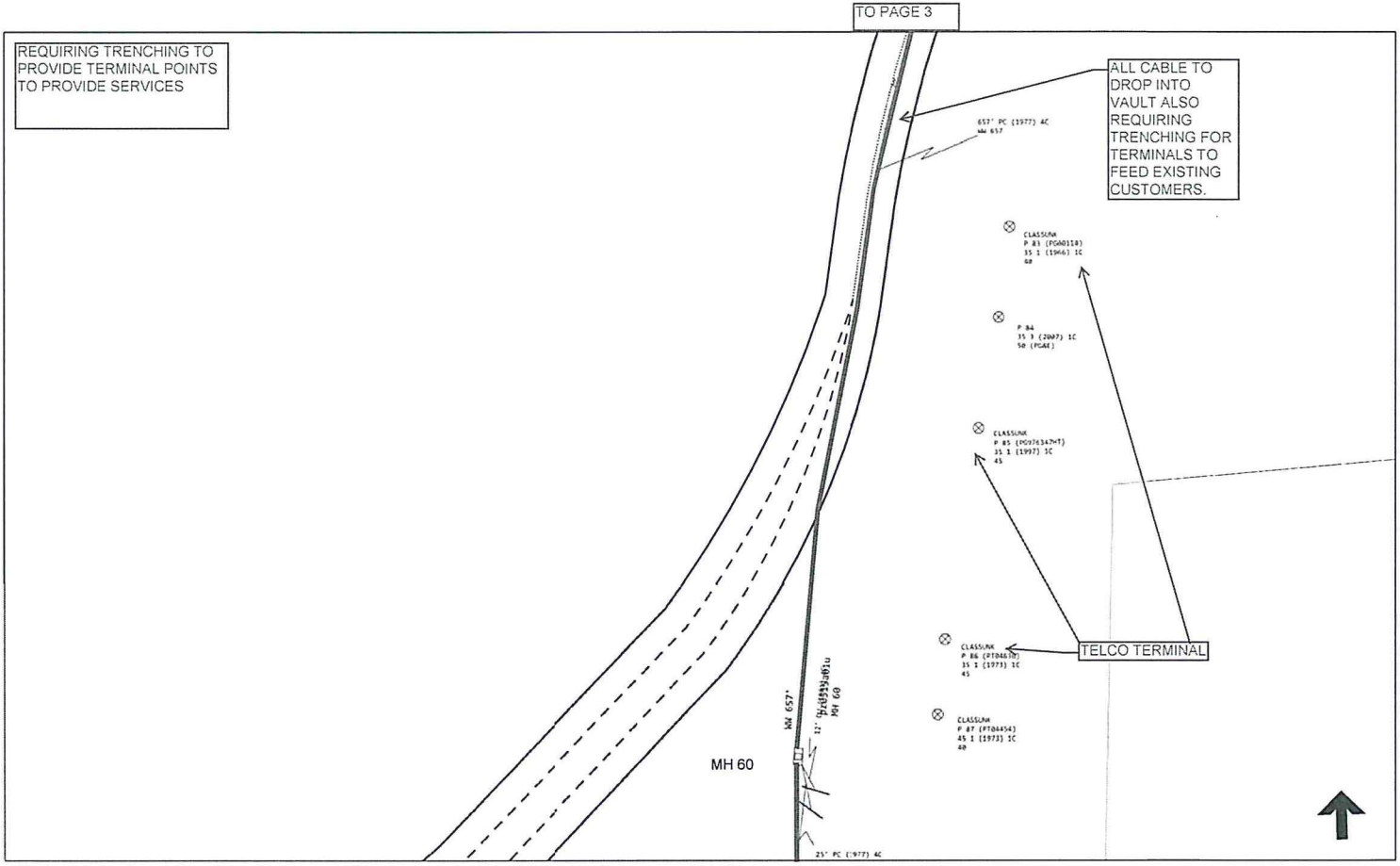


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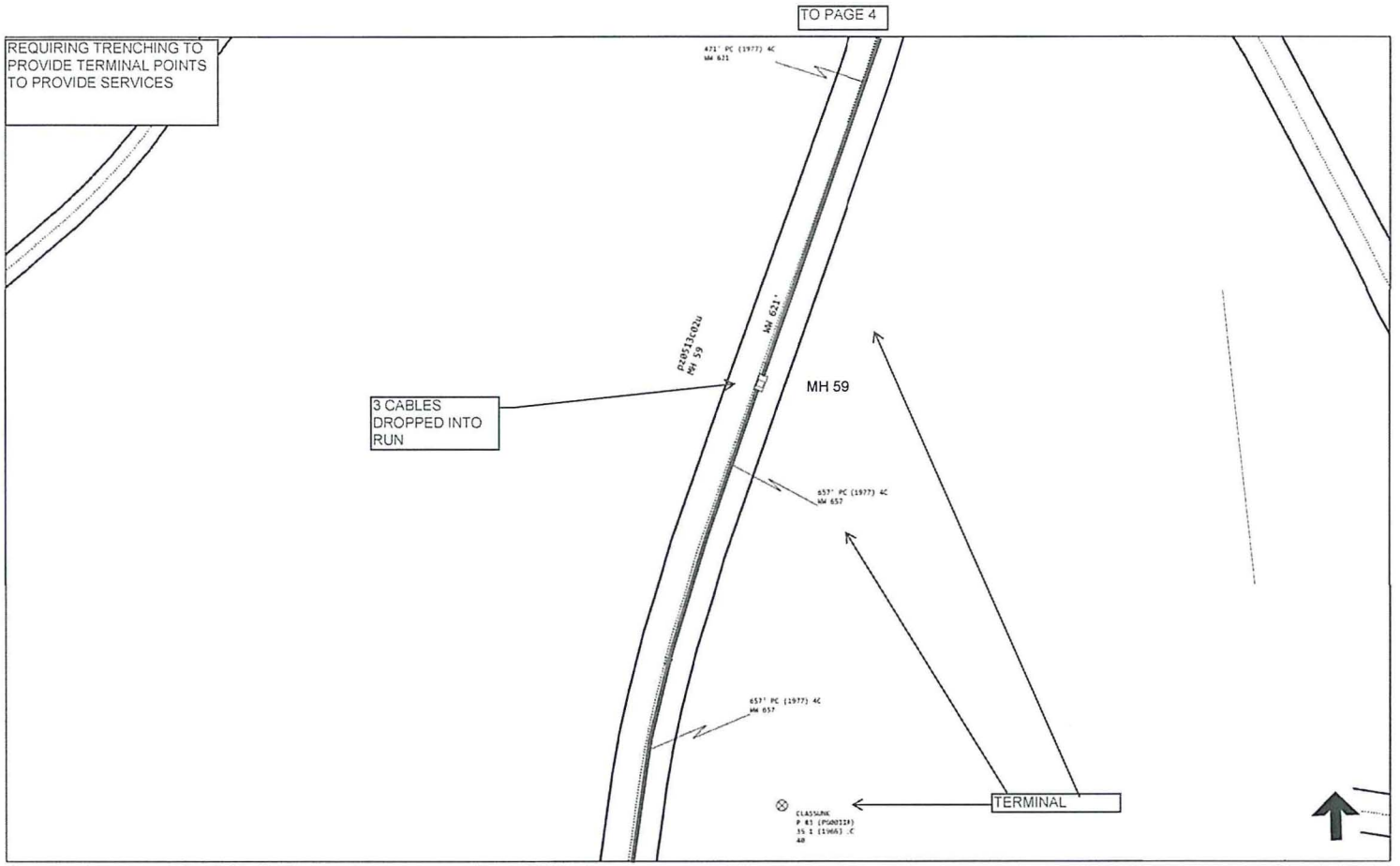
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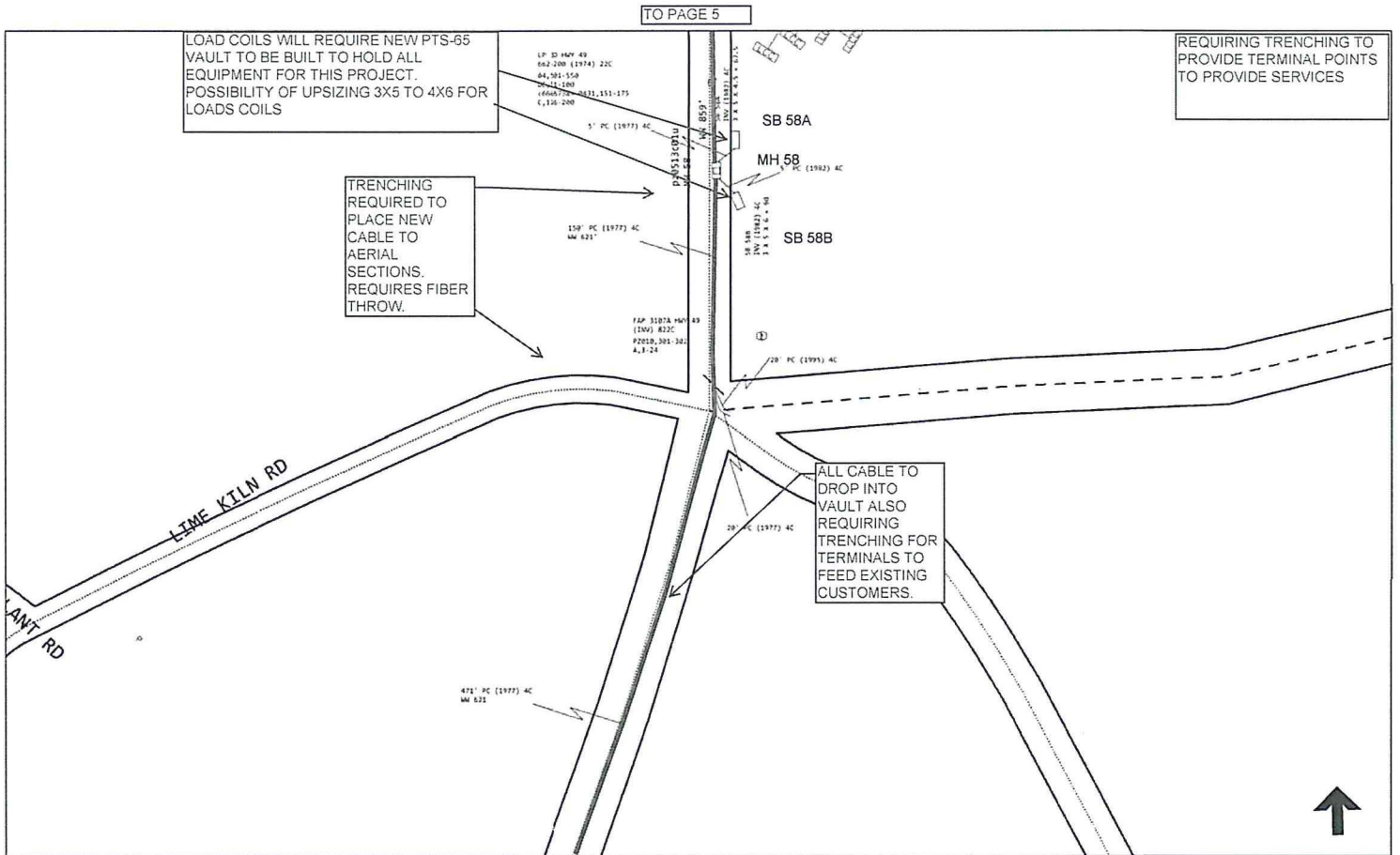
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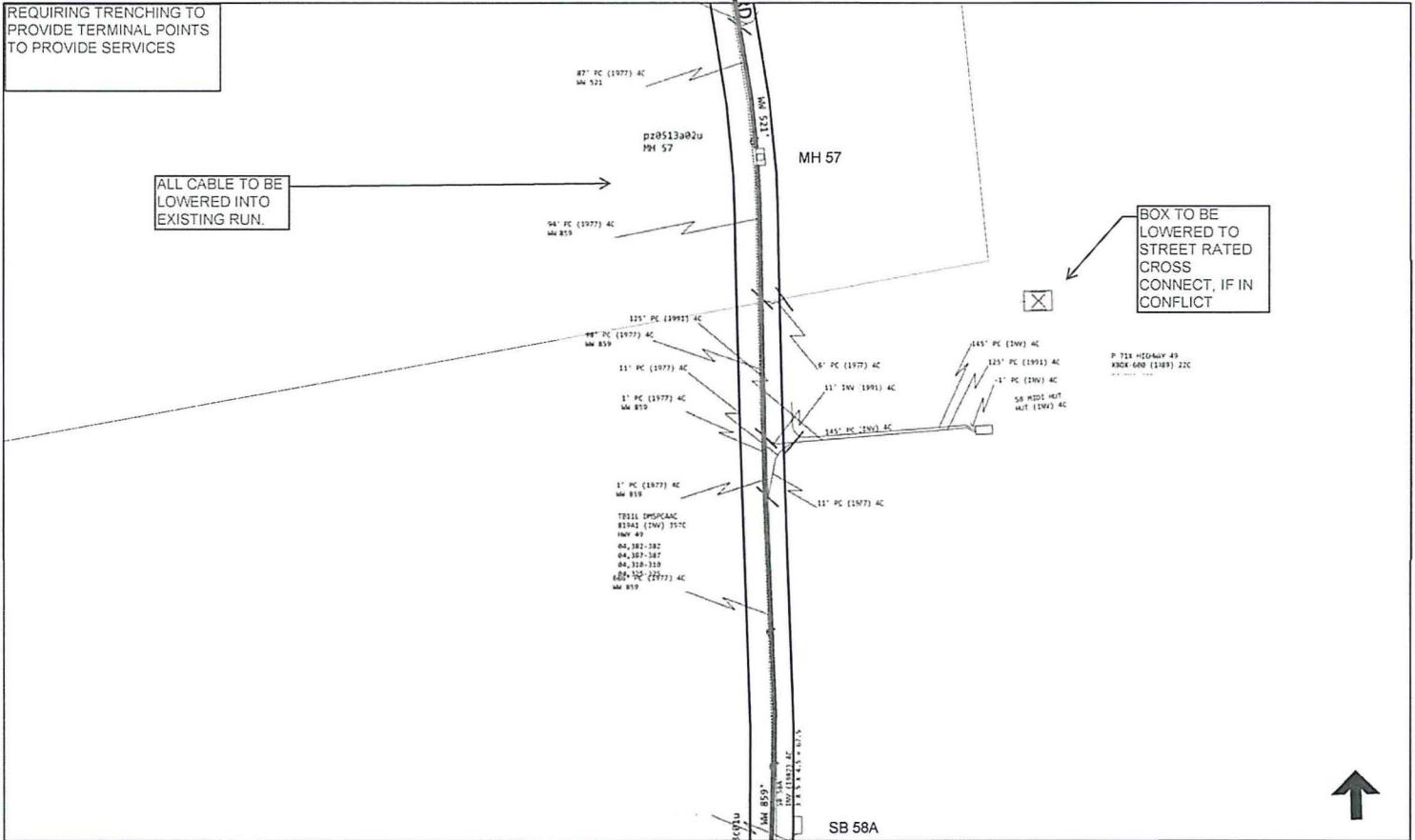


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REQUIRING TRENCHING TO PROVIDE TERMINAL POINTS TO PROVIDE SERVICES

ALL CABLE TO BE LOWERED INTO EXISTING RUN.

BOX TO BE LOWERED TO STREET RATED CROSS CONNECT, IF IN CONFLICT



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REQUIRING TRENCHING TO PROVIDE TERMINAL POINTS TO PROVIDE SERVICES

21400728 (200) 822C  
P2820, 51-54  
4907652, P2818, 71-72  
8, 5-24

4' 0" (200) AC  
4' 0" (200) AC

1' PC (200) AC

MH 56

18" PC (1977) AC  
MH 522

21" PC (1977) AC

BRADLEY DR

ALL CABLE TO DROP INTO VAULT ALSO REQUIRING TRENCHING FOR TERMINALS TO FEED EXISTING CUSTOMERS.



6" PC (1977) AC

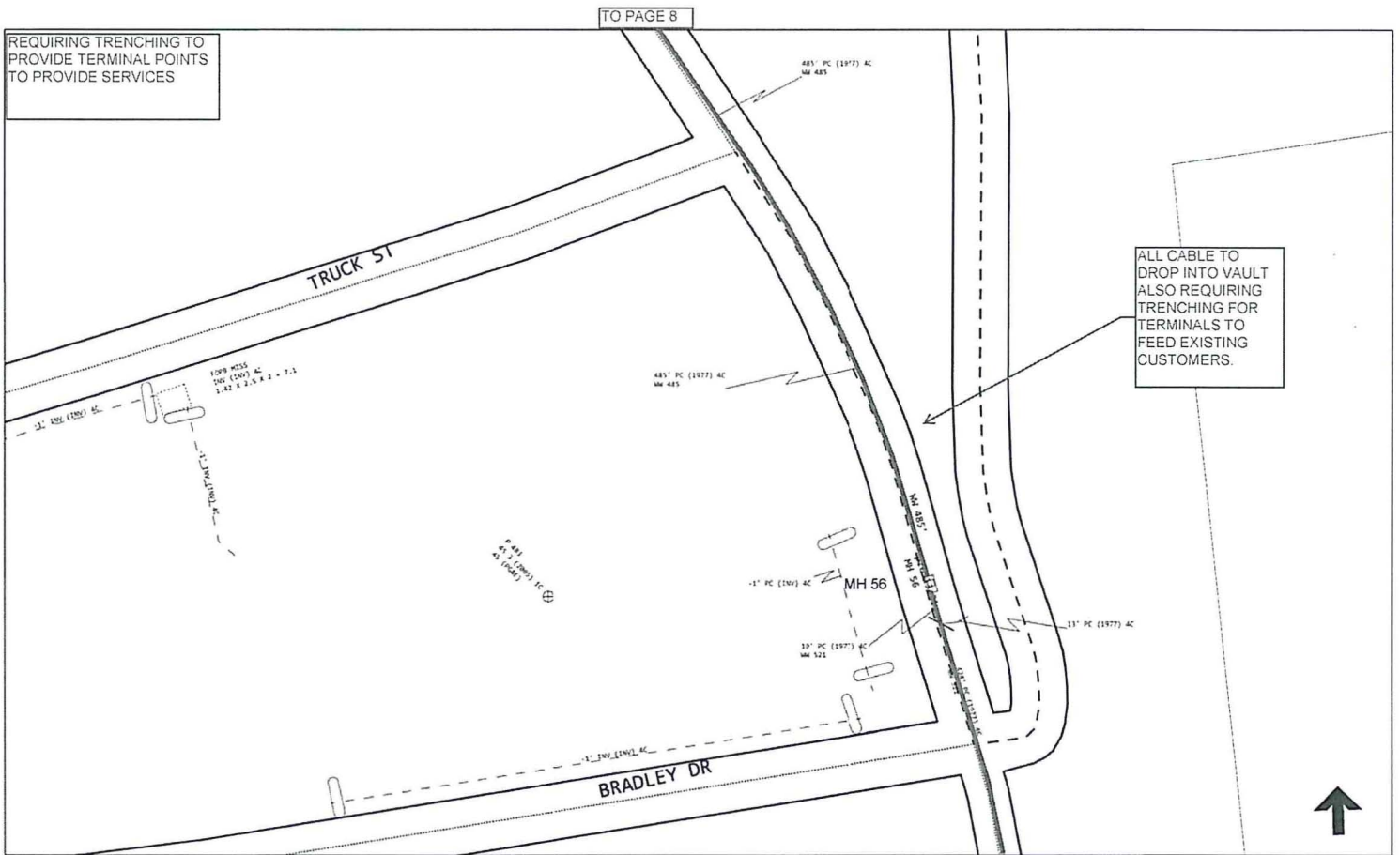
87" PC (1977) AC  
MH 521

p20513a02u  
MH 57

DIAMOND RD

MH 57





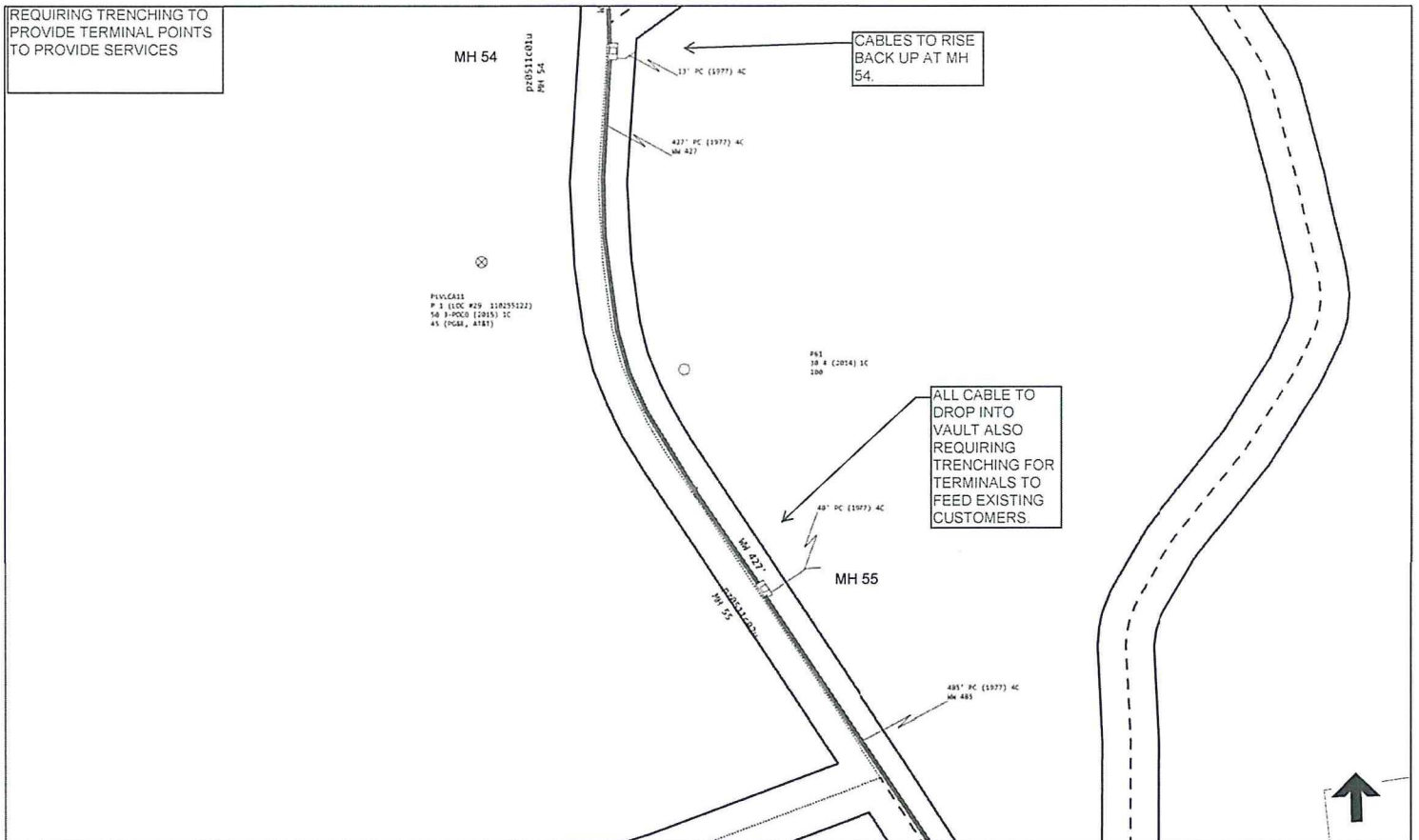
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