



ORIGINAL

Department of Public Works

County	Route	P.M.	Project #
SAN DIEGO	N/A	N/A	STL-384
FEDERAL AID NUMBER: BHLS-5203(016)			OWNER'S FILE:
FEDERAL PARTICIPATION : On the Project: Yes On the Utilities: Yes			

UTILITY AGREEMENT No. STL261-1

DATE: December 4, 2013

The CITY OF CHULA VISTA, hereinafter called "LOCAL AGENCY", proposes as part of its CIP No. STL-261 Willows Street Bridge Replacement Project ("Project") to replace the existing 2-lane bridge with a 4-lane bridge on Willow Street in the City of Chula Vista, County of San Diego, California.

The CITY OF SAN DIEGO, hereinafter called "OWNER", owns and maintains an existing 36-inch water transmission line within the limits of the Project ("Existing Line"). In order to accommodate the Project, the Existing Line must be relocated.

OWNER desires to upsize the Existing Line to a 48-inch line.

LOCAL AGENCY and OWNER (collectively "Parties") hereby mutually agree that:

DOCUMENT
FILED **DEC 17 2013**
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

I. Work To Be Done

In accordance with Notice to Owner No. STL261-1, dated December 4, 2013, attached hereto as Exhibit A, LOCAL AGENCY shall relocate the Existing Line as shown on LOCAL AGENCY's contract plans and specifications for the Project and City of Chula Vista Drawing Nos. 12012-01 thru 12012-12, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans and specifications for the relocation work and agrees to the construction in the manner proposed.

Deviations from the plans and specifications described above that are initiated by either the LOCAL AGENCY or the OWNER shall be agreed upon by both parties hereto under a Revised Notice to OWNER or to LOCAL AGENCY ("Revised Notice"), respectively. Such Revised Notices, once approved by the recipient thereof and acknowledged by the sender, will constitute an approved revision of the plans and specifications described above and such revisions are hereby made a part hereof. No work under said deviation shall commence prior to receipt of the Revised Notice by the applicable recipient. Changes in the scope of the work will require an amendment to this

Agreement in addition to the Revised Notice. OWNER shall have the right to inspect the work during construction. Upon completion of the relocation work by LOCAL AGENCY and passing OWNER's inspection, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the Existing Line.

Upon completion of the relocation work to be done by LOCAL AGENCY under this Agreement and its acceptance by the OWNER, the new facility shall become the property of OWNER. The LOCAL AGENCY shall provide as-built drawings (electronic and drawings on Mylar film) to the OWNER within ninety (90) calendar days from the date of acceptance of the facility by the OWNER.

In lieu of granting OWNER an easement for the new facility, LOCAL AGENCY has executed a Joint Use Agreement with OWNER setting forth OWNER's rights regarding the use, operation and maintenance of the new facility within LOCAL AGENCY's Willow Street right-of-way and LOCAL AGENCY's rights regarding the affected section of that right-of-way.

II. Liability for Work

The Existing Line will be relocated at LOCAL AGENCY's expense. Costs of relocation of the Existing Line shall not include the Betterment Cost described in Section IV, below.

III. Performance of Work

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is performed in accordance with the Projects's plans and specifications and this Agreement. All questions and comments regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

IV. Payment for Work

The LOCAL AGENCY shall perform the work under Section I above at no expense to OWNER, except as hereinafter provided.

OWNER has requested that the LOCAL AGENCY upsize the existing 36" transmission line with a 48" transmission line to provide increased capacity to satisfy future demands; install new 12" Tee and 12" gate valve on the 48" transmission line; and install 16" Tee and 16" butterfly valve on Sweetwater Authority's transmission line (collectively "Betterments") as part of the Project. OWNER shall pay the LOCAL AGENCY for the costs of the Betterments ("Betterment Cost"). The Betterment Cost

shall be calculated as follows:

Betterment Cost = Bid (48" line item – 36" line item), 12" Tee, 12" gate valve, 16" Tee, and 16" butterfly valve + 12" increase encasement item + 12" increase slurry backfill item

The Estimated Betterment Cost is \$150,000. Prior to the bid opening for the Project and upon demand of the LOCAL AGENCY, OWNER shall deposit with the LOCAL AGENCY the Estimated Betterment Cost ("Deposit").

In the event that the Betterment Cost identified in the lowest responsible bid ("Bid") exceeds the Deposit, OWNER shall supplement the Deposit by paying the difference between the Deposit and the Bid amount for the Betterment Cost to the LOCAL AGENCY. The supplemental deposit shall be made prior to commencement of work.

If the Betterment Cost subsequently exceeds the Deposit, LOCAL AGENCY shall discuss with OWNER the reason for the increase in cost and obtain OWNER's consent prior to implementing or authorizing any change in the work. OWNER shall supplement the Deposit by the amount of the agreed-upon increase in Betterment Cost prior to LOCAL AGENCY performing the work.

The Deposit shall be drawn down in the following manner:

1. Following the receipt of an invoice from the Contractor, LOCAL AGENCY will determine the amount of the invoice that is associated with the Betterments ("OWNER's Charges").
2. The LOCAL AGENCY will then deduct the OWNER's Charges less withholding from the Deposit.
3. On a monthly basis, the LOCAL AGENCY will submit a summary of the OWNER's Charges incurred.
4. Withholding shall be paid in the manner identified in the construction contract and deducted from the Deposit at such time.

Following the completion and acceptance of the Betterments, the LOCAL AGENCY shall conduct an accounting of the actual charges associated with the Betterments ("Actual Betterments Cost"). The Actual Betterments Cost shall be based upon the actual quantities installed as determined by the LOCAL AGENCY's engineer. In the event that the Actual Betterments Cost exceeds the amount of the Deposit, the LOCAL AGENCY shall invoice the OWNER for the difference, and the OWNER shall remit such amount to the LOCAL AGENCY within forty five (45) calendar days. If the Actual Betterments Cost is less than the Deposit, the LOCAL AGENCY remit the difference to the OWNER within forty five (45) calendar days.

LOCAL AGENCY shall be responsible for all costs accrued by OWNER associated with the administration, construction submittal reviews, coordination, and inspection during the construction of the new water pipeline. These costs shall be credited to

OWNER against its Deposit; LOCAL AGENCY shall make payment to OWNER for any costs in excess of the Deposit. Payment shall be made within forty five (45) calendar days after receipt of the OWNER's itemized bill.

V. General Conditions

"It is understood that said highway is a federal aid highway and accordingly, 23CFR, Chapter 1, Part 645 and 23 U.S.C., section 313 as applicable, is hereby incorporated into this agreement."

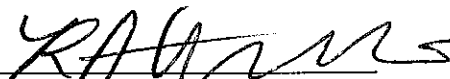
"The Buy America requirements are further specified in the Moving Ahead for Progress in the 21st Century (MAP-21), section 1518."

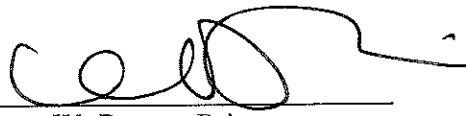
"LOCAL AGENCY hereby certifies that all manufacturing processes for these steel and iron materials, including the application of coatings (unless granted a waiver pursuant to 23 CFR 635.410), have occurred in the United States."

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date of the last party to sign.

CITY OF CHULA VISTA

CITY OF SAN DIEGO

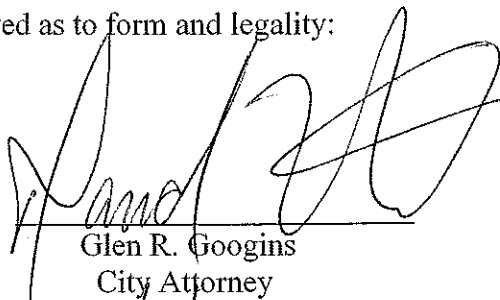
By: 
Richard A. Hopkins
Director of Public Works


By: 
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

Date: 12/5/13

Date: 1/8/14

Approved as to form and legality:

By: 
Glen R. Googins
City Attorney

JAN I. GOLDSMITH
City Attorney
By: 
Deputy City Attorney

Date: 12/5/13

Date: 1/8/14



Department of Public Works

NOTICE TO OWNER Exhibit "A"

No. STL261-1

COUNTY	ROUTE/ STREET	POST MILE	PROJECT #
SAN DIEGO	N/A	N/A	STL-384
Federal Aid No. BHLS-5203(016)			
Owner's Plan No. City of Chula Vista Drawing No's. 12012-01 thru 12			
Date: December 4, 2013		"On-System" Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

To: City of San Diego
 Engineering & Program Management Division
 9192 Topaz Way, MS 901
 San Diego, California 92123

From: City of Chula Vista
 276 Fourth Avenue
 Chula Vista, California 91910

Due to the "Willow Street Bridge Replacement Project" that will replace the existing Willow Street bridge from a 2-lane bridge to a 4-lane bridge, in the City of Chula Vista, County of San Diego, and which affects your existing 36-inch water transmission line as shown on City of Chula Vista Drawing No's. 12012-01 thru 12:

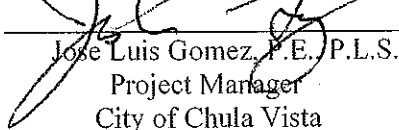
The City of Chula Vista will relocate the existing 36-inch water transmission line in accordance with the referenced construction plans.

The work duration shall be sixty (60) working days and shall commence after the project is awarded by the City of Chula Vista to their contractor and in accordance with the approved project schedule.

Liability is 100% the City of Chula Vista pursuant to the prescriptive/prior rights the City of San Diego possesses for their existing 36-inch water transmission line.

Owner Rep: Harry Hermon P.E.
 Engineering & Program Management Division
 Public Utilities Department

Cc: Resident Engineer
 Permit

By: 
 Jose Luis Gomez, P.E., P.L.S.
 Project Manager
 City of Chula Vista

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.

Distribution: 1) Owner, 2) Utility Coordinator – File, 3) RE – File

J:\Survey\STL Projects\STL261 (Willow Br.) & STL384 (Water Line Relo.)\STL261 (Willow Street Bridge)\Local Assistance\Right of Way - Utility Relocations\City of San Diego\STL-261 Not. to Owner (City of S.D.).doc

RESOLUTION NUMBER R- 308679

DATE OF FINAL PASSAGE JAN 2 2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE UTILITY AGREEMENT WITH THE CITY OF CHULA VISTA AND THE JOINT USE AGREEMENTS WITH THE CITY OF CHULA VISTA AND THE COUNTY OF SAN DIEGO FOR THE WILLOW STREET BRIDGE WATER PIPELINE RELOCATION PROJECT; AND TAKING RELATED ACTIONS.

WHEREAS, the City of Chula Vista (Chula Vista) has a project to replace its Willow Street Bridge and requires the relocation of the City of San Diego's (San Diego) 36-inch Otay 2nd Water Transmission Pipeline; and

WHEREAS, San Diego and Chula Vista desire to enter into a Utility Agreement setting forth the terms and conditions by which San Diego's water pipeline will be relocated at Chula Vista's expense and upsized to a 48-inch pipe at San Diego's expense; and

WHEREAS, San Diego desires to enter into Joint Use Agreements with Chula Vista and the County of San Diego (County), setting forth the terms and conditions by which San Diego's relocated pipe will exist within the respective rights-of-way of Chula Vista and County; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Council President in his capacity under Charter section 265(i), or his designee, is authorized to execute, for and on behalf of the City of San Diego, Utility Agreement No. STL-261-1 with Chula Vista for the relocation and upsizing of San Diego's 36-inch Otay 2nd Water Transmission Pipeline, in the amount not to exceed \$150,000 (Utility Agreement).

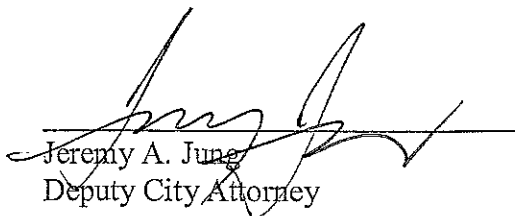
2. That the Council President in his capacity under Charter section 265(i), or his designee, is authorized to execute, for and on behalf of the City of San Diego, Joint Use Agreement No. STL-384 with Chula Vista for the joint use of the area common to San Diego's relocated pipe and Chula Vista's right-of-way.

3. That the Council President in his capacity under Charter section 265(i), or his designee, is authorized to execute, for and on behalf of the City of San Diego, Joint Use Agreement (Parcel No. 2013-0215-A) with the County for the joint use of the area common to San Diego's relocated pipe and County's right-of-way.

4. That the Chief Financial Officer is authorized to expend funds in an amount not to exceed \$266,000 from A-KB.00003 Annual Allocation Water Main Replacements, Fund 700010, Water, for the purpose of funding the aforementioned Utility Agreement and costs related to the water pipeline relocation project, provided that the Chief Financial Officer furnishes one or more certificates demonstrating that funds necessary for expenditure are, or will be, on deposit in the City Treasury.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Jeremy A. Jung
Deputy City Attorney

JAJ:cw
12/11/13
Or.Dept: Public Utilities - Water
CC No.: N/A
Doc. No.: 688897

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of

~~DEC 17 2013~~

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved pursuant to Charter section 265(i):

(date)

TODD GLORIA, Council President

Passed by the Council of The City of San Diego on DEC 17 2013, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JAN 2 2014

(Please note: When a resolution is approved by the Council President as interim Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA, COUNCIL PRESIDENT
as interim Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Mary Zarnoya*, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- 308679

Passed by the Council of The City of San Diego on December 17, 2013 by the following vote:

**YEAS: LIGHTNER, FACULCONER, GLORIA, COLE, KERSEY, ZAPF,
SHERMAN, ALVAREZ, EMERALD.**

NAYS: NONE.

NOT PRESENT: NONE.

VACANT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA, COUNCIL PRESIDENT

as Interim Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

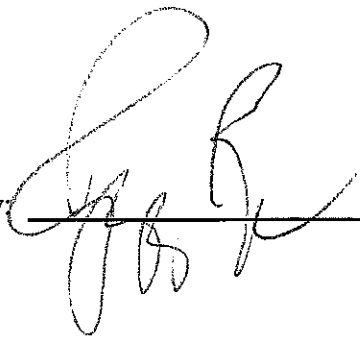
By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-308679 approved by the Council of the City of San Diego, California on December 17, 2013, and approved pursuant to Charter section 265 (i) on January 2, 2014.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  _____, Deputy