

**REIMBURSEMENT AGREEMENT FOR PAYMENT OF COSTS TO RELOCATE
SWEETWATER AUTHORITY FACILITIES
BY AND BETWEEN SWEETWATER AUTHORITY
AND THE CITY OF CHULA VISTA, CALIFORNIA
(THIRD AVENUE BEAUTIFICATION FROM E TO H STREET)**

THIS REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF COSTS TO RELOCATE FACILITIES ("Agreement"), dated 8/9, 2011, is entered into by and between Sweetwater Authority ("Authority") a joint powers agency formed pursuant to Government Code Section 6500 et seq. and the City of Chula Vista, a municipal corporation, ("City") to establish terms and conditions pursuant to which City will bid and cause to relocate certain water facilities, defined herein below, and Authority will reimburse the City for approximately fifty percent of all expenses related thereto per existing Reimbursement Agreement dated September 8, 1953. Authority and the City may be referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City is constructing improvements to Third Avenue from E to H Street; such improvements include, but are not limited to, roadway widening, construction of curb, gutter, sidewalk, and median islands, relocation of utilities, and reconfiguration and new installation of traffic signals and street lighting ("City Improvements"); and

WHEREAS, Authority will approve, within its FY 2011-12 Budget, the relocation of certain water facilities ("Authority Facilities") within the City of Chula Vista; and

WHEREAS, the construction of Authority Facilities concurrently with City Improvements would constitute a substantial benefit to Authority and the City, which benefits include, but are not limited to, reductions or savings in terms of time, money, construction hazards, and traffic impacts; and

WHEREAS, in order to achieve such benefits, Authority desires that City incorporate the construction and installation of Authority Facilities into the City's construction documents and contract for City Improvements; and

WHEREAS, City is willing to do so, provided Authority submits complete plans and specifications for said Authority Facilities and agrees to reimburse City for its share of the associated costs; and

WHEREAS, Authority is authorized, pursuant to applicable laws, to contract and to pay for its share of the cost of the relocation of any Authority Facilities or other improvements required by Authority in connection with Authority service.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the Parties hereto, as follows:

ARTICLE I. DEFINITIONS

- 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section I shall, for all purposes of this Agreement and of any amendment hereto, and of any certificate, opinion, estimate or other document herein mentioned, have the meanings herein specified.

"Authority" means Sweetwater Authority, a joint powers agency formed pursuant to Government Code sec. 6500 et seq. as set forth in the California Water Code.

"City" means the City of Chula Vista, California, a chartered municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California.

"City Improvements" means, collectively, the improvements to Third Avenue from E to H Street.

"Cost Sharing" means those costs attributable to Authority and City as provided in the Reimbursement Agreement dated September 8, 1953.

"Authority Costs" means the total dollar amount of costs associated with the construction and installation of the Authority Facilities, including, but not limited to, costs of materials, labor, oversight, bidding, permits, change orders, and the fair share of Joint Costs.

"Authority Facilities" means, collectively, the relocation of potable water facilities as shown in Exhibit A hereto, as the same may be amended from time to time.

"Joint Costs" means those costs of construction and installation of the Project, which, due to their nature, cannot be attributed solely to Authority Facilities or City Improvements, yet from which both derive benefit or those costs that both Parties would have incurred had their respective facilities been constructed independently of each other (e.g. slurry seal would have been necessary to cover the Authority's trench and would also have been required for the City's street).

"Project" means, collectively, the construction and installation of Authority Facilities and City Improvements.

"Project Contingency" means, an amount not to exceed five (5) percent of the total contract amount.

ARTICLE II. PRECONSTRUCTION

- 2.1 Design and Specifications. Generally, prior to advertisement of a Request for Proposals ("RFP") for the construction and installation of Project, Authority shall

submit designs and all associated plans and specifications (collectively "Construction Documents") for the Authority Facilities to the City.

2.1.1 Approval. Prior to submission, an authorized representative of Authority shall approve the Construction Documents, submittal of which shall indicate such approval and grant to the City permission to include the Construction Documents in the RFP.

2.1.2 Costs. All costs associated with the design of a Party's facilities and the preparation of Construction Documents shall be borne solely by such Party.

2.1.3 Bidding and Award. Generally, City shall be responsible for all aspects of bidding and award of a contract for the construction and installation of the Project ("Construction Agreement").

2.1.3.1 Bid Package. City shall be responsible for preparing and circulation of the bid package.

2.1.3.2 Meetings. City shall organize all pre-bid meetings and shall inform the Authority of the time and date of such meeting, so that a representative of the Authority may be present to clarify any issues related to and prepare addenda for the construction of the Authority Facilities.

a. Additional Costs. Any additional costs associated with the failure of Authority to attend meetings, clarify issues, or submit addenda to City for distribution shall be the obligation of the Authority.

2.1.3.3 Selection of Lowest Responsive and Responsible Bidder. City, at its sole discretion after consulting with and concurrence by Authority, shall determine the lowest responsible bidder, which determination shall be binding on the Authority.

2.1.3.4 Execution of Construction Agreement. City shall be responsible for executing the Construction Agreement on behalf of itself for the Authority and ensure that the Authority is identified as a third-party beneficiary of such agreement with the same rights and remedies as the City.

ARTICLE III. CONSTRUCTION

3.1 Compliance with Specifications. City will include provisions in the Construction Agreement that require that all Authority Facilities furnished, constructed, and installed by City's contractor shall be in strict compliance with the approved plans and specifications provided by Authority, that all materials furnished by City's contractor must conform to Authority's approved material list, and that any and all deviations

from said plans and specifications must be approved by the Authority, in writing, prior to being incorporated into the work.

3.1.1 Right to Enforce. Authority shall have the right to enforce the terms of Section 3.1 against the City's contractor in the same manner as the City, and pursuant to Section 11.17 such rights shall be written into the Construction Agreement.

3.2 Project Completion and Warranty. Authority and City anticipate that Project will be completed on or about August 15, 2011. Project, however, will not be deemed completed or accepted until both City and Authority have accepted their respective facilities or improvements. The City's contractor shall warrant all work for a period of no less than one (1) year from the date of acceptance, which shall be deemed to be the latter of the dates Authority and City accept their facilities. Acceptance will be evidenced by the filing of a Notice of Completion by the City with the County of San Diego Recorder. The Construction Agreement shall include this definition of project completion and acceptance.

3.3 As-Builts. The City shall provide the Authority with one copy of as-built utility drawings and reports, in a form designated by the Authority, and stamped and signed by the respective engineer.

ARTICLE IV. REIMBURSEMENT OF COSTS

4.1 Deposit Account. Within thirty (30) calendar days of the Construction Agreement award, Authority shall deposit with the City an amount equal to fifty (50) percent of the bid amount attributable to the construction and installation of Authority Facilities, plus a five (5) percent contingency ("Authority Deposit") for the purpose of reimbursing the City for progress payments made by City to City's contractor for the installation of Authority Facilities.

4.2 Invoice. City shall invoice the Authority for Authority Costs ("City Invoice") following the receipt of an invoice from City's contractor on which such Authority Costs appear. The City Invoice shall:

4.2.1 Include a copy of the contractor's invoice.

4.2.2 Identify those costs attributable to the Authority's Facilities.

4.2.3 Show calculations apportioning the Authority's fair share of Joint Costs.

4.2.3.1 Apportionment of Joint Costs. Joint Costs will be apportioned as follows:

- a. For Part 5 of the Bid Proposal (the Authority Facilities), joint costs shall be calculated using the September 8, 1953 Reimbursement Agreement.
- b. For testing laboratory services, the Authority will pay the actual costs for compaction tests in the trenches associated with Authority Facilities. Failed compaction tests shall be paid by the contractor. The City shall require the testing laboratory to itemize their invoices to identify the actual location of tests in order to determine if the compaction test is associated with Authority Facilities or City work.
- c. Traffic control costs will be based on a percentage of the overall project costs, in which the Authority's share of the amount bid for Part 5 of the Bid Proposal divided by the Total of Parts 2, 3, 4 and 5 multiplied by the bid item for traffic control, will constitute the Authority's joint share of traffic control costs.
- d. Authority inspection costs and System Operations costs will be tracked by the Authority and the joint costs related thereto shall be calculated using the September 8, 1953 Reimbursement Agreement.
- e. City inspection and construction management costs related solely to the Authority's facilities (i.e., water facility inspection work in which the City's inspector would not otherwise be on site inspecting the streetscape improvements, such as night and weekend work) will be tracked by the City and the joint costs related thereto shall be calculated using the September 8, 1953 Reimbursement Agreement.
- f. Construction staking costs will be tracked separately by the City for the Authority Facilities and the joint costs related thereto shall be calculated using the September 8, 1953 Reimbursement Agreement.

4.2.4 Provide a net total charge payable by Authority.

4.3 Authority Approval. Authority shall review and approve the City Invoice within forty five (45) calendar days of its receipt ("Review Period"). If Authority determines that all relevant documents have not been submitted, Authority shall inform the City of the need for additional information and specify the documents/information necessary to permit review and approval.

4.3.1 Failure to Approve. If Authority fails to approve the City Invoice or request additional information within the Review Period, the charges on the City's Invoice shall be deemed approved.

4.4 Reimbursement. Following Authority approval of a City Invoice, City shall deduct the invoice amount from the Authority Deposit for the purpose of reimbursing the

City for Authority Costs invoiced by and paid to City's contractor. Authority approval of a City Invoice shall be deemed Authority's authorization for such reimbursement in the amount of the City Invoice.

4.4.1 Withholding/Retention. From each payment to the contractor, City shall withhold a minimum of ten (10) percent of the amount of the contractor's invoice. Payment thereof shall not be made until final approval and acceptance. A similar retention shall be withheld from the reimbursement to the City from Authority Deposit.

4.5 Use of Project Contingency. The Project Contingency may be used for unforeseen changes in work; however it shall not be used for: (i) work required due to contractor's failure to perform work or services according to the terms of the Construction Agreement and/or in compliance with the Construction Documents; or (ii) uninsured losses resulting from the negligence of contractor.

ARTICLE V. CHANGE ORDERS

5.1 Written Approval of construction changes and change orders. With the exception of Emergencies (defined in section 5.2 below), prior to the approval of a construction change or change order concerning affecting Authority Facilities, including any changes to City Improvements that might affect Authority Facilities in any way, City shall obtain the prior written consent of Authority.

5.1.1 Approval of Change Orders. Authority shall respond to a change order request within five (5) working days of the date on which the construction change or change order request is received by Authority. City shall respond to a change order request from the Authority within five (5) working days of the date on which the construction change or change order request is received by City.

5.1.2 Additional Costs. Authority will bear any increased costs due to an Authority delay in approving a properly submitted construction change and/or change order request.

5.2 Changes in Emergencies. City may authorize contractor to proceed with any proposed construction changes and or change orders, without consulting with Authority or obtaining the Authority's prior written approval, if failure to act immediately would pose a danger to the public, as determined in the sole discretion of the City, or result in delays and cost overruns (collectively "Emergency"); however, the City shall use best efforts to immediately, or as soon as reasonably possible, inform the Authority of the changes. The Authority shall be responsible for any increased costs of construction of its portion of Project due to an Emergency.

- 5.3 Errors and Omissions. City shall not make payment to contractor or charge Authority for any costs or expenses of a change order resulting from an error or omission for which the contractor is solely responsible.

ARTICLE VI. INSPECTION

- 6.1 Inspection Team. Authority shall appoint an individual or team responsible for inspections and approving installation of Authority Facilities.
- 6.2 Inspection Stages and Obligations. Authority shall have the right to conduct inspections of the Authority Facilities and construction methods pertaining thereto as deemed necessary by Authority. Authority shall provide copies of all Authority inspections to City within twenty-five (25) working days of an inspection. Authority shall be responsible for verifying that all work on Authority Facilities is completed in accordance with the approved plans and specifications. It is specifically understood that Authority's inspectors shall have the authority to enforce Authority's plans and specifications for Authority Facilities, which authority shall include the authority to require that any and all unacceptable materials, workmanship, and/or installation be replaced, repaired, or corrected by City's contractor without cost to Authority and/or City.
- 6.3 Inspection Costs. All inspection costs incurred by Authority will be apportioned by the parties as provided in Paragraph 4.2.3.1.d.
- 6.4 Notification. The Parties agree to develop mutually acceptable procedures for notification of inspections required or deemed necessary by either Party.

ARTICLE VII. BONDS, PREVAILAING WAGE AND INSURANCE

- 7.1 Contractor's Insurance. City shall ensure that its contractor provides evidence of faithful performance and laborer's and materialmen's bonding, prevailing wage payments, and insurance coverage, as required by City and the Authority for the entire construction and, if applicable, warranty period. The Parties shall be named as co-obligees on all bonds required for the Project, including but not limited to the payment and performance bonds for the Project. The Authority shall be included as a beneficiary of all guarantees, warrantees, and maintenance obligations, required under the City's construction contract documents. The City shall ensure that the Authority and its directors, officers, employees, and agents are listed as additional insureds under all insurance policies required by contractor for the Project. Such insurance shall, at a minimum, include a comprehensive general liability policy in an amount sufficient to cover all contractual obligations of the contractor under the Construction Agreement, and no less than \$2,000,000. The policy of insurance shall name Authority and City, and their respective employees, officers, governing body members, and agents as additional insureds, require a waiver of subrogation, and be

primary insurance. Furthermore, City shall obtain evidence that the contractor maintains worker's compensation insurance in accordance with applicable requirements of law.

- 7.2 Parties' Insurance. Authority and City shall maintain insurance as customary in connection with their respective facilities.

ARTICLE VIII. INDEMNITY

- 8.1 Indemnity. Each Party hereto agrees to defend, indemnify, protect, and hold harmless ("Indemnitor") the other Party, its agents, officers, and employees ("Indemnitees") from and against any and all claims asserted or liability established for damages or injuries to any property or person, including death or dismemberment, which arise from or are caused by the negligent acts or omissions or willful misconduct of the Indemnitor's agents, officers or employees, in performing the work or services herein and all expenses of investigation and defending against same; provided, however, that each Party's duty to defend, indemnify and hold harmless the other shall not include any claims or liability arising from the sole negligence or willful misconduct of the other Indemnitee, its agents, officers or employees. Authority and City agree that in the event of any joint or concurrent negligence, they will apportion any established or agreed upon liability proportionate to their respective degree of fault. For the purposes of this provision, the City's contractor shall not be considered an agent of the City or Authority. Claims related to the actions or omissions of the City's contractor shall be addressed through provisions in the Construction Contract, which provisions shall include indemnity, defense, and hold harmless provisions from the City's contractor in favor of both the City and Authority and shall include a provision acknowledging that a portion of the work to be performed under the Construction Agreement is on behalf of the Authority and a provision acknowledging that the Authority is an intended beneficiary under the provisions of the Construction Agreement.
- 8.2. Enforcement Costs. Each Party agrees that it shall pay the costs the other Party incurs in enforcing the indemnity and defense provisions set forth in this Article VIII in the event the enforcing Party is successful.
- 8.3 Insurance Proceeds. Indemnitor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitee, its directors, officials, officers, employees, agents, and/or volunteers.
- 8.4. Survival. The Parties' obligations under Article VIII shall survive the termination of this Agreement.

ARTICLE IX. RECORDS

- 9.1 Retention of Records. City shall require contractor to maintain data and records related to the Construction Agreement for a period of not less than three (3) years following receipt of final payment.
- 9.2 Audit of Records. City shall make available and shall require that its contractor make available to Authority for examination at reasonable locations within the County of San Diego and at any time during normal business hours and as often as the Authority deems necessary, all of the data and records with respect to all matters covered by this Agreement and the Construction Agreement. City and contractor will permit the Authority to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered by this Agreement and the Construction Agreement.

ARTICLE X. NOTICES

- 10.1 Writing. Any demand upon or notice required or permitted to be given by one Party to the other Party shall be in writing.
- 10.2 Effective Date. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one Party to the other Party shall be effective: (i) on personal delivery, (ii) on the second business day after mailing by certified or registered U.S. Mail, return receipt requested, (iii) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, or (iv) upon successful transmission of facsimile.
- 10.3 Recipients. All demands or notices required or permitted to be given shall be sent to all of the following:

10.3.1 Authority:

Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91910
Fax: (619) 425-7469
Attention: Authority Project Manager

10.3.2 City:

City of Chula Vista, Public Works - Engineering
276 Fourth Avenue
Chula Vista, CA 91910
Fax: (619) 691-5171

Attention: City Project Manager and Director of Public Works.

- 10.4 Change of Address(es). Notice of change of address shall be given in the manner set forth in this Article.

ARTICLE XI. MISCELLANEOUS

- 11.1 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.
- 11.2 Gender and Number. Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine genders and (ii) the singular number includes the plural number.
- 11.3 Reference to Paragraphs. Each reference in this Agreement to a section refers, unless otherwise stated, to a section of this Agreement.
- 11.4 Incorporation of Recitals. All recitals herein are incorporated into this Agreement and are made a part hereof.
- 11.5 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Authority, shall be deemed to be both covenants and conditions.
- 11.6 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.
- 11.7 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.
- 11.8 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

- 11.9 **Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.
- 11.10 **Prompt Performance.** Time is of the essence of each covenant and condition set forth in this Agreement.
- 11.11 **Good Faith Performance.** The Parties shall cooperate with each other in good faith, and assist each other in the performance of the provisions of this Agreement.
- 11.12 **Further Assurances.** City and Authority each agree to execute and deliver such additional documents as may be required to effectuate the purposes of this Agreement.
- 11.13 **Exhibits.** Each of the following Exhibits is attached hereto and incorporated herein by this reference:
- Exhibit A – One-Quarter size Sweetwater Authority Plans for “Third Avenue Beautification – Third Avenue, 200’ north of F Street to H Street,” Sheets 1 through 5
- 11.14 **Controlling Law.** The laws of the State of California shall govern and control the terms and conditions of this Agreement.
- 11.15 **Jurisdiction, Venue, and Attorney Fees.** The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.
- 11.16 **Agency/Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the Authority or the City as a chartered city of the State of California.
- 11.17 **Third Party Relationships.** Nothing in this Agreement shall create a contractual relationship between City or Authority and any third party; however, the City shall ensure that the Authority is an intended third party beneficiary of the Construction Agreement and shall share all of the rights and benefits of the City with respect to the contractor.

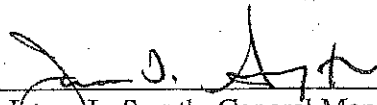
11.18 Limitation on Authority Remedies and Waiver of Claims. Authority understands that the sole purpose of this Agreement is to establish a method to reimburse the City for obligations of the Authority for payment of the costs of the installation and construction of Authority Facilities, which costs would otherwise be due directly to the City's contractor. In accordance with such purpose, the Authority agrees that its sole remedy for construction defects, breach by City contractor, damage to property or persons, including death, to Authority personnel or any third parties, or other claims arising out of or related to the work performed to install and/or construct Authority Facilities shall be against the City's contractor or its subcontractors and agents, and, hereby, waives any and all claims it may hereafter have against the City, arising out of the same, except for those claims arising out of the sole negligence or sole willful misconduct of the City. The City agrees to cooperate with the Authority on any claims the Authority may have against the City's contractor, including but not limited to granting the Authority an assignment of rights under the City's contract with the City's contractor.

Authority, hereby, expressly waives all claims against the City identified to Authority in Section 11.18:

Included in this release, the Authority hereby waives the provisions of section 1542 of the California Civil Code, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

AUTHORITY REPRESENTATIVE:


James L. Smyth, General Manager

DATE: 7/25/11

11.19 Non-Assignment. Except as relates to the Construction Agreement, the City shall not assign the obligations under this Agreement.

11.20 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created, by this Agreement shall be vested and binding on any Party's successor in interest.

11.21 No Waiver. No failure of either the City or the Authority to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

11.22 ~~Administrative Claims Requirements and Procedures.~~ No suit or arbitration shall be brought arising out of this Agreement, against the City unless a claim has first been presented in writing and filed with the City and acted upon by the City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Authority shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement. The City will meet and confer with the Authority in good faith before filing a suit or arbitration action against the Authority.

11.23 Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties, following the procedures required by Section 11.22, agree to engage in good faith negotiations to attempt to resolve the dispute. In the event of any action at law or in equity, including an action for declaratory relief, between the Parties arising out of or relating to this Agreement, then the prevailing Party in such action will be entitled to recover from the other Party a reasonable sum as attorneys' fees and costs. The prevailing Party will be determined in accordance with Civil Code Section 1717 (b)(1) or any successor statute. The prevailing Party will also be entitled to its reasonable attorneys' fees and costs in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and will survive the merger of this Agreement into any judgment on this Agreement.

11.24 Administration of Contract. City hereby designates Kirk Ammerman, Principal Civil Engineer, as City Project Manager for the construction of Project and as the primary contact for all matters relating to this Agreement, including the submittal of City Invoices for reimbursement.

Authority hereby designates Hector Martinez, Engineering Manager, as Authority Project Manager for Authority Facilities and as the primary contact for all matters relating to this Agreement, including the processing, documenting, and approval of City Invoices.

11.25 Signing Authority. The representative for each Party signing on behalf of such Party hereby declares that authority has been obtained to sign on behalf of the City and/or Authority, as applicable and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

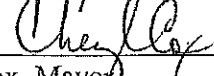
IN WITNESS WHEREOF, City and Authority have executed this Agreement thereby indicating that they have read and understood same, and indicate their full and complete consent to its terms:

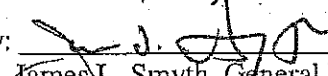
City of Chula Vista

Sweetwater Authority

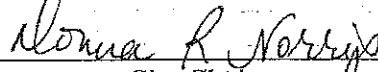
Dated: 8/10/11

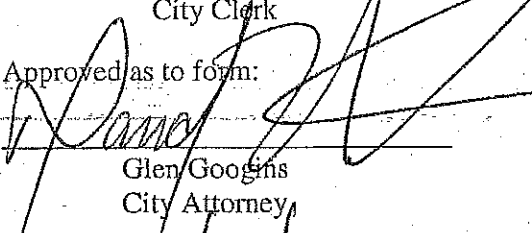
Dated: 7/25/11

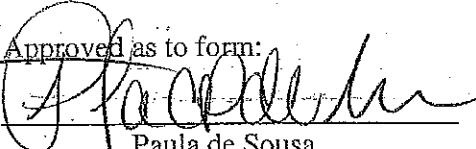
By: 
Cheryl Cox, Mayor

By: 
James L. Smyth, General Manager

Attest:


Norma R. Norris
City Clerk

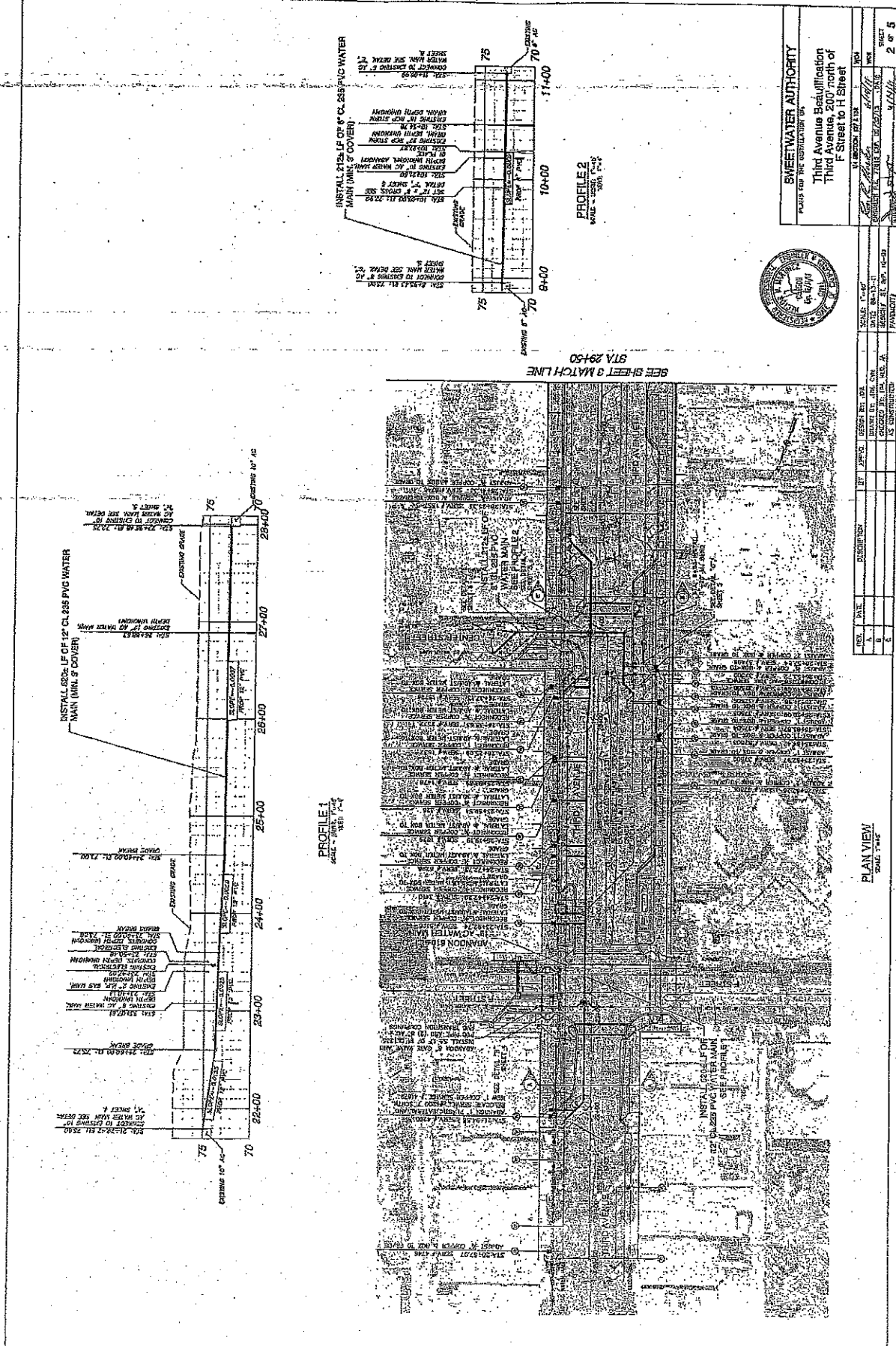
Approved as to form:

Glen Googins
City Attorney

Approved as to form:

Paula de Sousa
Best Best & Krieger, for Authority

Dated: 8/10/11

Dated: July 22, 2011

EXHIBIT A: Sweetwater Authority Plans for Third Avenue Beautification Project (1/4th Size)

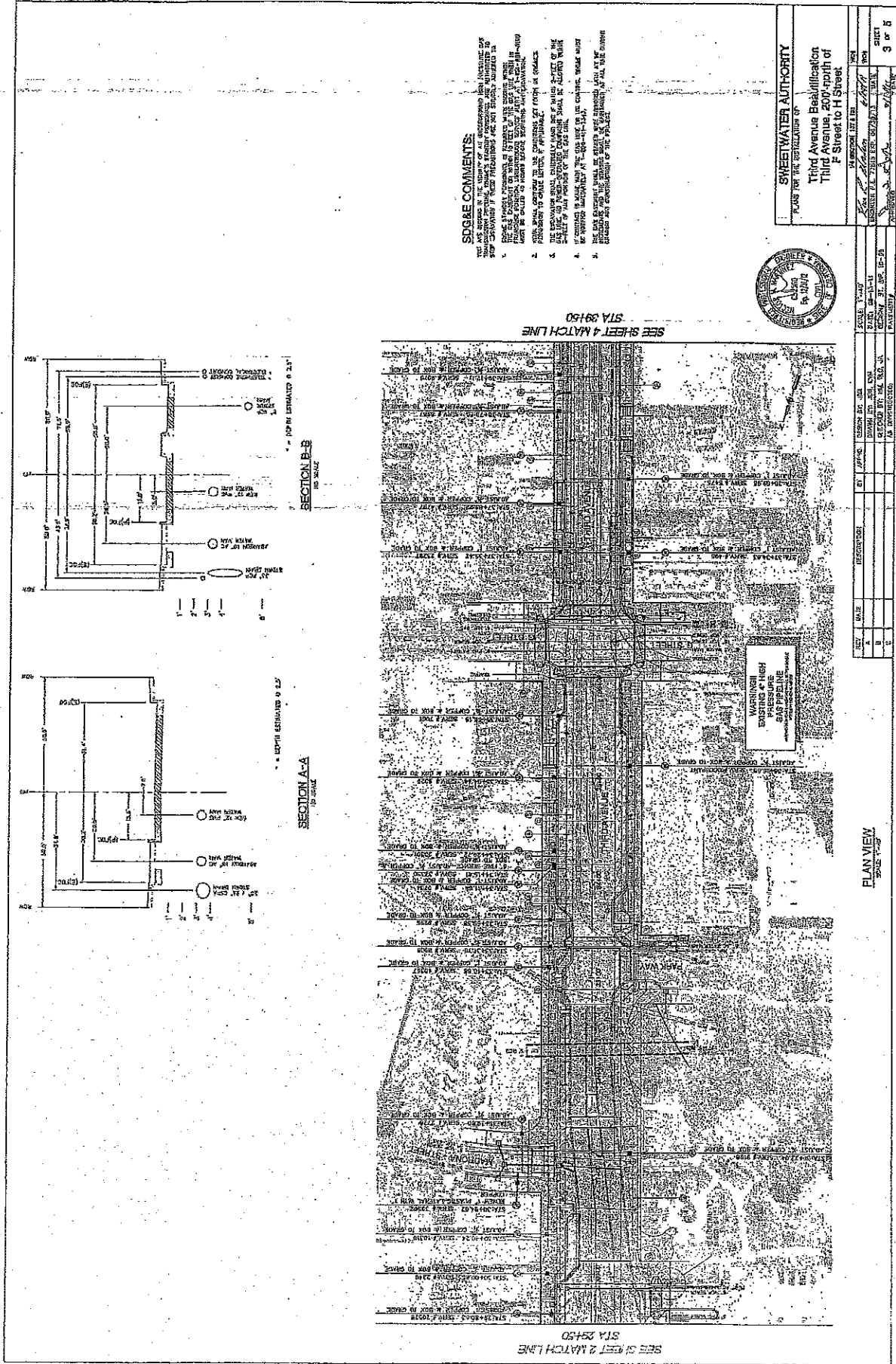


SWEETWATER AUTHORITY
 Third Avenue Beautification
 Third Avenue, 200' north of
 F Street to H Street

REV.	DATE	DESCRIPTION	BY	APP'D.	ISSUED BY	DATE	SCALE	NO.
1	06/17/11	ISSUED FOR PERMITS	...	...	...	...	...	...
2	09/20/11	ISSUED FOR PERMITS	...	...	...	...	...	...

PLAN VIEW
 SCALE: 1" = 40'

EXHIBIT A: Sweetwater Authority Plans for Third Avenue Beautification Project (1/4th Size)



SDG&E COMMENTS:
 THE A&E SERVICE IS THE DESIGNER OF ALL UNDERGROUND UTILITY NETWORKS OF THE CITY OF SWEETWATER. THE DESIGNER HAS CONDUCTED VISUAL SURVEYS AND FIELD INVESTIGATIONS TO IDENTIFY ALL EXISTING UTILITIES AND HAS PROVIDED THIS INFORMATION TO THE DESIGNER OF THIS PROJECT. THE DESIGNER OF THIS PROJECT HAS CONDUCTED VISUAL SURVEYS AND FIELD INVESTIGATIONS TO IDENTIFY ALL EXISTING UTILITIES AND HAS PROVIDED THIS INFORMATION TO THE DESIGNER OF THIS PROJECT. THE DESIGNER OF THIS PROJECT HAS CONDUCTED VISUAL SURVEYS AND FIELD INVESTIGATIONS TO IDENTIFY ALL EXISTING UTILITIES AND HAS PROVIDED THIS INFORMATION TO THE DESIGNER OF THIS PROJECT.

SWEETWATER AUTHORITY
 PLANS FOR THE BEAUTIFICATION OF
 Third Avenue Residification
 Third Avenue, from South of
 F Street to H Street



NO.	DATE	DESCRIPTION	BY	APP'D.	DESIGNER	SCALE	PROJECT
1	10-1-11	DESIGN FOR THE PROJECT	J. M. PROFFER		J. M. PROFFER	1/4"	3 OF 8
2	10-1-11	DESIGN FOR THE PROJECT	J. M. PROFFER		J. M. PROFFER	1/4"	3 OF 8
3	10-1-11	DESIGN FOR THE PROJECT	J. M. PROFFER		J. M. PROFFER	1/4"	3 OF 8

PLAN VIEW
 SCALE 1/4"

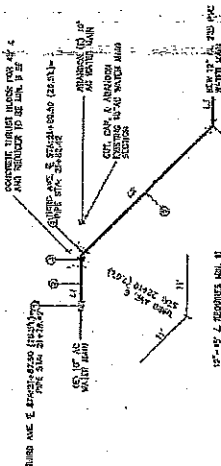
EXHIBIT A: Sweetwater Authority Plans for Third Avenue Beautification Project (1/4" Size)

PIPE ALIGNMENT 1

Line #	Material	Length	Direction/Grade Pipe	Start Point	End Point
11	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
12	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
13	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
14	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
15	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
16	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
17	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
18	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
19	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
20	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)

PIPE ALIGNMENT 2

Line #	Material	Length	Direction/Grade Pipe	Start Point	End Point
21	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
22	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
23	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
24	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)
25	24"	217' 00"	18.00%	(2000000.00, 1000000.00)	(2000000.00, 1000000.00)

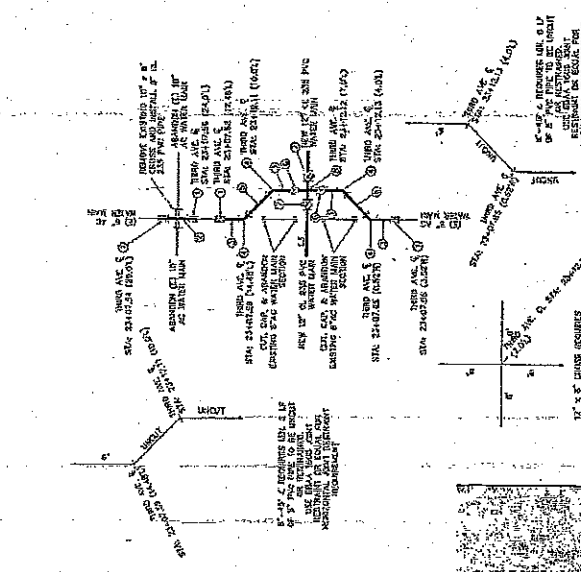


DETAIL 'A' / NOTES

NO SCALE

- 18" AS P.V.C. TRANSPARENT DRAINAGE
- 2" MIN. OF 1/2" CL. 200 P.V.C. PIPE
- 12" MIN. OF 1/2" CL. 200 P.V.C. PIPE
- 12" MIN. OF 1/2" CL. 200 P.V.C. PIPE
- 12" MIN. OF 1/2" CL. 200 P.V.C. PIPE
- 12" MIN. OF 1/2" CL. 200 P.V.C. PIPE

SEE GRADE SHEET FOR 18% & 20%

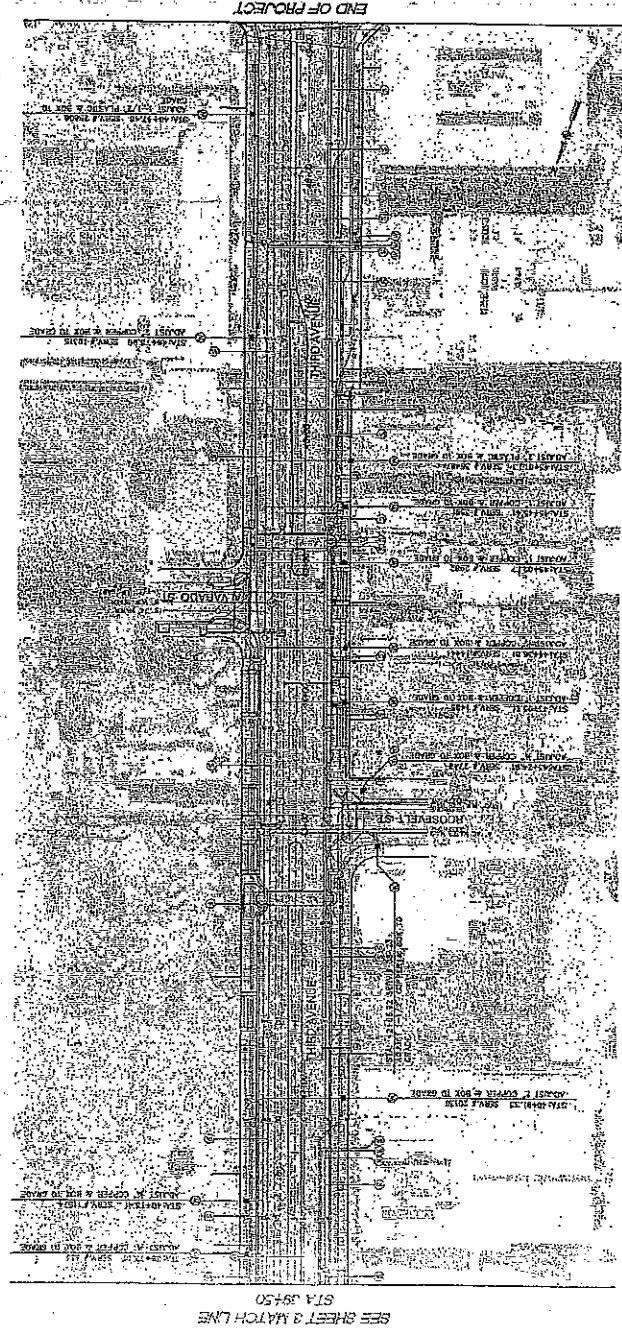


DETAIL 'B' / NOTES

NO SCALE

- 18" AS P.V.C. TRANSPARENT DRAINAGE
- 2" MIN. OF 1/2" CL. 200 P.V.C. PIPE
- 12" MIN. OF 1/2" CL. 200 P.V.C. PIPE
- 12" MIN. OF 1/2" CL. 200 P.V.C. PIPE
- 12" MIN. OF 1/2" CL. 200 P.V.C. PIPE
- 12" MIN. OF 1/2" CL. 200 P.V.C. PIPE

SEE GRADE SHEET FOR 18% & 20%



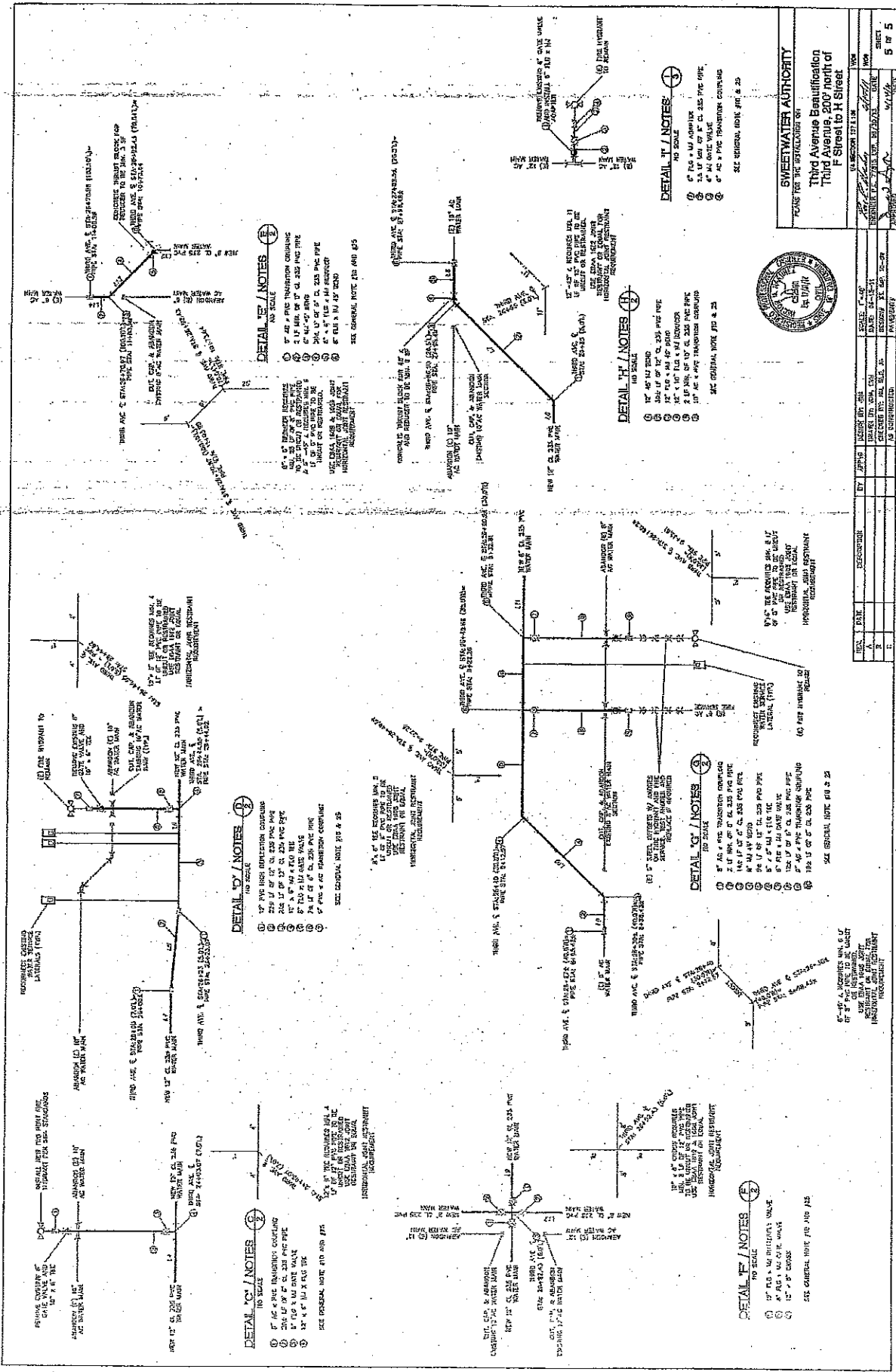
SWEETWATER AUTHORITY
 PLANS FOR THE BEAUTIFICATION OF
 Third Avenue Beautification
 Third Avenue, 200' north of
 F Street to H Street

PLAN VIEW
 SCALE 1"=40'

REV.	DATE	DESCRIPTION	BY	CHKD.	APP'D.
1					
2					
3					

DATE: 10/10/11
 DRAWN BY: J.M. CHAMBERLAIN
 CHECKED BY: J.M. CHAMBERLAIN
 PROJECT NO.: 10-11-01
 DRAWING NO.: 10-11-01-01
 SHEET NO.: 4 OF 5

EXHIBIT A: Sweetwater Authority Plans for Third Avenue Beautification Project (1/4" Size)



DETAIL 'A' / NOTES
 NO SCALE
 1" AC + PVC TRANSITION COUPLER
 2" AC + PVC TRANSITION COUPLER
 3" AC + PVC TRANSITION COUPLER
 4" AC + PVC TRANSITION COUPLER
 6" AC + PVC TRANSITION COUPLER
 SEE GENERAL NOTE 210 AND 215

DETAIL 'B' / NOTES
 NO SCALE
 1" AC + PVC TRANSITION COUPLER
 2" AC + PVC TRANSITION COUPLER
 3" AC + PVC TRANSITION COUPLER
 4" AC + PVC TRANSITION COUPLER
 6" AC + PVC TRANSITION COUPLER
 SEE GENERAL NOTE 210 AND 215

DETAIL 'C' / NOTES
 NO SCALE
 1" AC + PVC TRANSITION COUPLER
 2" AC + PVC TRANSITION COUPLER
 3" AC + PVC TRANSITION COUPLER
 4" AC + PVC TRANSITION COUPLER
 6" AC + PVC TRANSITION COUPLER
 SEE GENERAL NOTE 210 AND 215

DETAIL 'D' / NOTES
 NO SCALE
 1" AC + PVC TRANSITION COUPLER
 2" AC + PVC TRANSITION COUPLER
 3" AC + PVC TRANSITION COUPLER
 4" AC + PVC TRANSITION COUPLER
 6" AC + PVC TRANSITION COUPLER
 SEE GENERAL NOTE 210 AND 215

DETAIL 'E' / NOTES
 NO SCALE
 1" AC + PVC TRANSITION COUPLER
 2" AC + PVC TRANSITION COUPLER
 3" AC + PVC TRANSITION COUPLER
 4" AC + PVC TRANSITION COUPLER
 6" AC + PVC TRANSITION COUPLER
 SEE GENERAL NOTE 210 AND 215

DETAIL 'F' / NOTES
 NO SCALE
 1" AC + PVC TRANSITION COUPLER
 2" AC + PVC TRANSITION COUPLER
 3" AC + PVC TRANSITION COUPLER
 4" AC + PVC TRANSITION COUPLER
 6" AC + PVC TRANSITION COUPLER
 SEE GENERAL NOTE 210 AND 215

SWEETWATER AUTHORITY
 Plans for the Beautification of
 Third Avenue, 200' north of
 F Street to H Street

DATE: 11/15/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1/4" = 1'-0"



NO.	DATE	DESCRIPTION	BY	APP'D	REVISION	SCALE	SHEET
1		AS SUBMITTED					5 OF 5