

**REIMBURSEMENT AGREEMENT FOR PAYMENT OF COSTS TO
CONSTRUCT BIKEWAY FACILITIES
BY AND BETWEEN THE COUNTY OF SAN DIEGO, CALIFORNIA
AND THE CITY OF CHULA VISTA, CALIFORNIA
(WILLOW STREET BRIDGE REPLACEMENT BETWEEN BONITA ROAD
AND SWEETWATER ROAD)**

The CITY OF CHULA VISTA, hereinafter called "LOCAL AGENCY", proposes as part of its CIP No. STL-261 Willow 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 COUNTY OF SAN DIEGO, a political subdivision of the State of California, hereinafter called "OWNER", owns and maintains existing Class II Bikeway facilities within the limits of the Project ("Existing Facilities").

OWNER desires to extend the Existing Facilities to tie in to the Class II Bikeway facilities to be constructed by the Project ("Proposed Facilities").

In accordance with Streets and Highways Code Section 1712, OWNER and LOCAL AGENCY may join in the construction of bicycle routes or paths located within or without the city.

LOCAL AGENCY and OWNER (collectively, the "Parties"; individually, a "party") hereby mutually agree that:

I. Work To Be Done

LOCAL AGENCY shall construct the Proposed Facilities as shown on LOCAL AGENCY's contract plans and specifications for the Project Drawing Nos. 12013-1 through 12013-116, which by this reference are made a part hereof. The extent of the Proposed Facilities are presented in Exhibit "A," one-quarter size "Phase II - Willow Street Bridge Replacement between Bonita Road and Valley Vista Road in the City of Chula Vista, California," Sheets 14 and 15" attached hereto. 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 in writing by both Parties hereto under a Revised Notice to OWNER or to LOCAL AGENCY ("Revised Notice"), respectively. The Revised Notices shall be mailed or delivered to the other party to the addresses provided, and in the manner specified in Article V. General Conditions - "Notices". 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, except as provided for in Article II

“Liability for Work,” will require a written 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 construction work by LOCAL AGENCY and passing OWNER’s inspection, OWNER agrees to accept ownership of the constructed facilities, the maintenance of which shall be in accordance with the “Ownership, Operation and Maintenance Agreement between the City of Chula Vista and the County of San Diego for the Willow Street Bridge Replacement Project.”

Upon completion of the construction 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 fourteen (14) calendar days from the date of LOCAL AGENCY’s receipt of the same from the Contractor for the Project.

II. Liability for Work

The Proposed Facilities will be constructed at OWNER’s expense.

Change Orders: LOCAL AGENCY shall obtain OWNER’s concurrence, which shall not be unreasonably withheld, for any changes affecting the Proposed Facilities per the following guidelines:

A change order is any change or addition to the work for the Proposed Facilities that does not exceed \$5,000. Change orders shall require prior written approval of the OWNER’s Engineer. The OWNER’s Engineer may approve the change orders via e-mail. OWNER shall reimburse LOCAL AGENCY for the actual cost of any change orders for the Proposed Facilities work.

Emergency Change Orders: Notwithstanding anything to the contrary in this Agreement, the LOCAL AGENCY is authorized to approve change orders related to the Project without OWNER’s prior approval when necessary to resolve an imminent threat to life or property, regulatory compliance requirements that if not resolved could result in significant fines or penalties, or avoid construction costs or other delays that may substantially increase Project costs to LOCAL AGENCY or OWNER. OWNER agrees to pay for all emergency change orders to the extent such change orders relate to OWNER’s Proposed Facilities portion of the Project. LOCAL AGENCY shall promptly notify OWNER’s Engineer of any emergency change orders needed to complete OWNER’s portion of the Project.

Extra Work: If the OWNER requests that extra work be performed, OWNER shall forward the request for extra work to the LOCAL AGENCY. The LOCAL AGENCY shall determine if the extra work can be added to the scope of the work for the Project via contract change order(s). The LOCAL AGENCY shall not unreasonably delay, condition or deny the inclusion of extra work into the scope of work for the Project. LOCAL AGENCY shall forward the request for extra work to the Contractor for potential cost and schedule impacts. OWNER shall participate with LOCAL AGENCY

in the negotiation of the price of any extra work and for any increased Project costs, including impacts and delays, attributable to the extra work requested by OWNER. OWNER shall be responsible for all costs associated with the extra work and, at the discretion of the LOCAL AGENCY, shall pay all such costs in full prior to and as a condition of including extra work in the Project.

III. Performance of Work

OWNER shall have access to all phases of the construction work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is performed in accordance with the Project'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

OWNER has requested that the LOCAL AGENCY construct the Proposed Facilities to link the Class II Bikeway constructed by the Project with the Existing Facilities. Construction of the Proposed Facilities constitute betterments that are not eligible for Federal Highway Bridge Program funding ("Betterments"), the associated costs of which will be reimbursed by OWNER to LOCAL AGENCY ("Betterment Cost").

The Betterment Cost including contingency as bid is \$39,778 according to the "Betterment Cost As Bid" (Exhibit "B" attached hereto). Subsequent to the execution of this agreement and upon demand of the LOCAL AGENCY, OWNER shall deposit with the LOCAL AGENCY the Betterment Cost As Bid ("Deposit").

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

Successors and Assigns: Neither party to this Agreement may assign or transfer its rights or obligations under this Agreement without the other party's prior written consent thereto.

Authority: Each party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each party's performance hereunder has been duly authorized by all requisite actions on the part of that party.

Entire Agreement: This Agreement represents the entire understanding of LOCAL AGENCY and OWNER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to the matters covered herein. This Agreement may not be modified or altered except in writing signed by both Parties.

Severability: Should any part of this Agreement be held to be invalid by a court of competent jurisdiction, the remainder of the Agreement shall be considered as the whole Agreement and be binding on the contracting Parties.

Governing Law and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be deemed made and entered into in San Diego County, which shall also be deemed to be the sole and proper venue for any action or proceeding relating to this Agreement.

Captions and Counterparts: The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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

CITY OF CHULA VISTA

COUNTY OF SAN DIEGO

By: _____
Richard A. Hopkins
Director of Public Works

By: _____
Richard E. Crompton
Director of Public Works

Date: _____

Date: _____

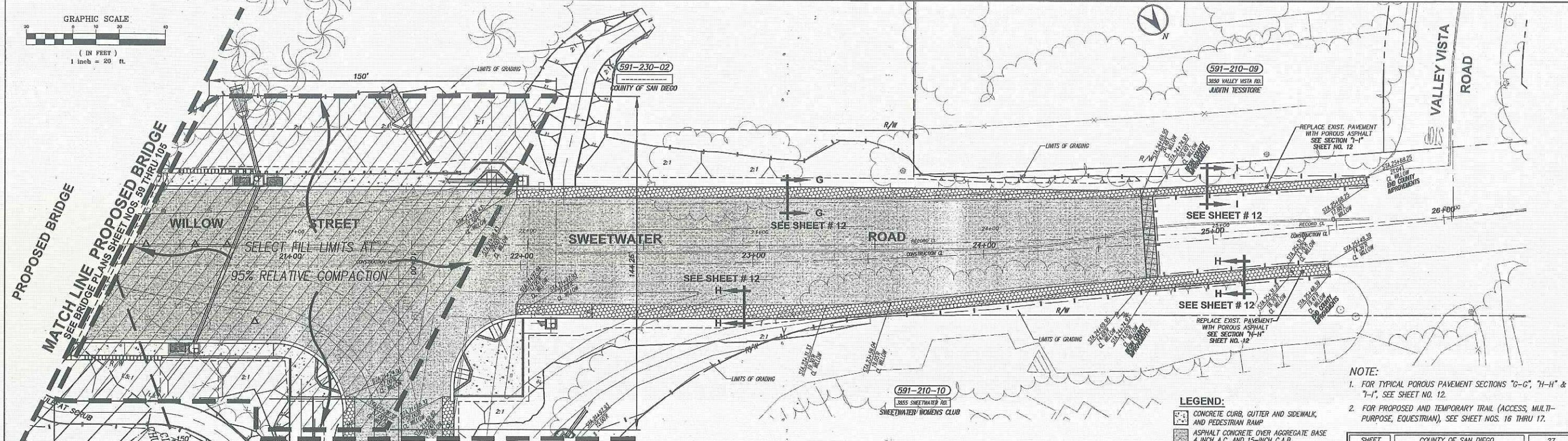
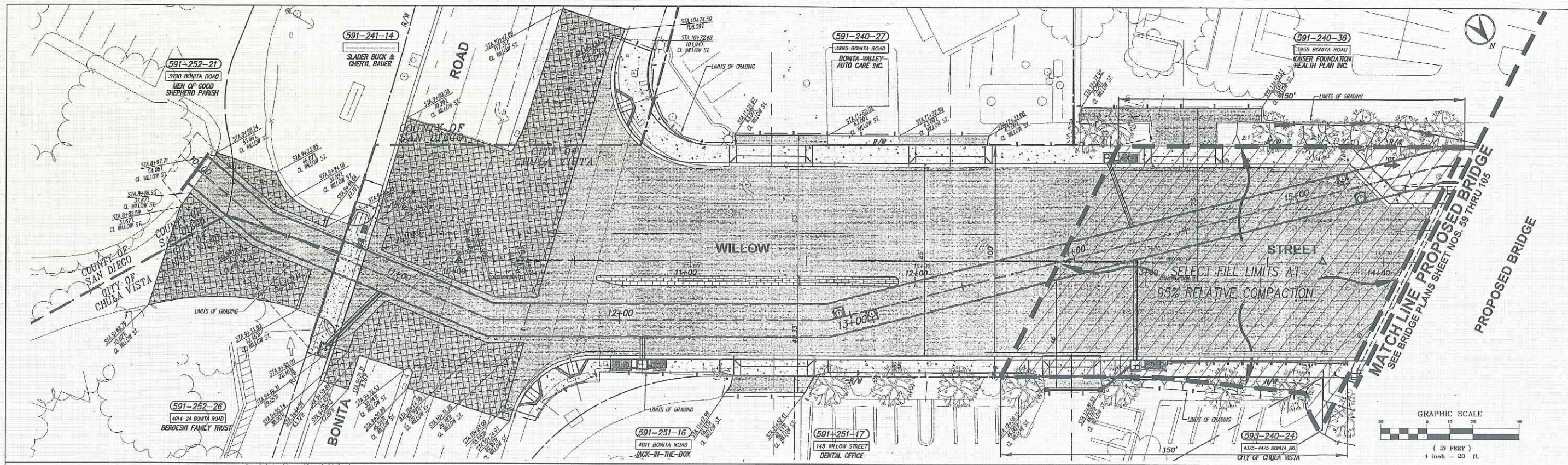
Approved as to form and legality:

By: _____
Glen R. Googins
City Attorney

By: _____
Tom Bosworth, Deputy
County Counsel

Date: _____

Date: _____



MATCH LINE STA. 10+75.00
SEE SHEET NO. 15

AS-BUILT		UTILITY NOTE	
SIGNATURE	DATE	ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE PLOTTED FROM RECORD DATA AT THEIR APPROXIMATE LOCATIONS. UNDERGROUND FACILITIES MAY EXIST WHICH HAVE NOT BEEN REPORTED OR ARE NOT OF RECORD. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PERTINENT UTILITIES IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.	
Printed Name	P.E. No.		
My Registration Expires	Discipline		
By	REVISIONS	Date	App'd
		DATUM	SCALE
		VERTICAL DATUM: NAVD 88	HORIZONTAL: 1" = 20'
		HORIZONTAL DATUM: CCS '83, ZONE 6, EPOCH 1991.35	VERTICAL: N/A



CITY OF CHULA VISTA
PUBLIC WORKS - ENGINEERING
276 FOURTH AVENUE
CHULA VISTA, CA 91910
(619) 476-2301

- LEGEND:**
- CONCRETE CURB, GUTTER AND SIDEWALK, AND PEDESTRIAN RAMP
 - ASPHALT CONCRETE OVER AGGREGATE BASE 4 INCH A.C. AND 15-INCH C.A.B.
 - GRIND AND ASPHALT CONCRETE OVERLAY (1 1/2-INCH)
 - POROUS ASPHALT PAVEMENT, SEE SHEET NO. 12.
 - DECOMPOSED GRANITE
 - SLOPE AS SHOWN
 - LIMITS OF GRADING
 - PROPOSED MONUMENT WELL

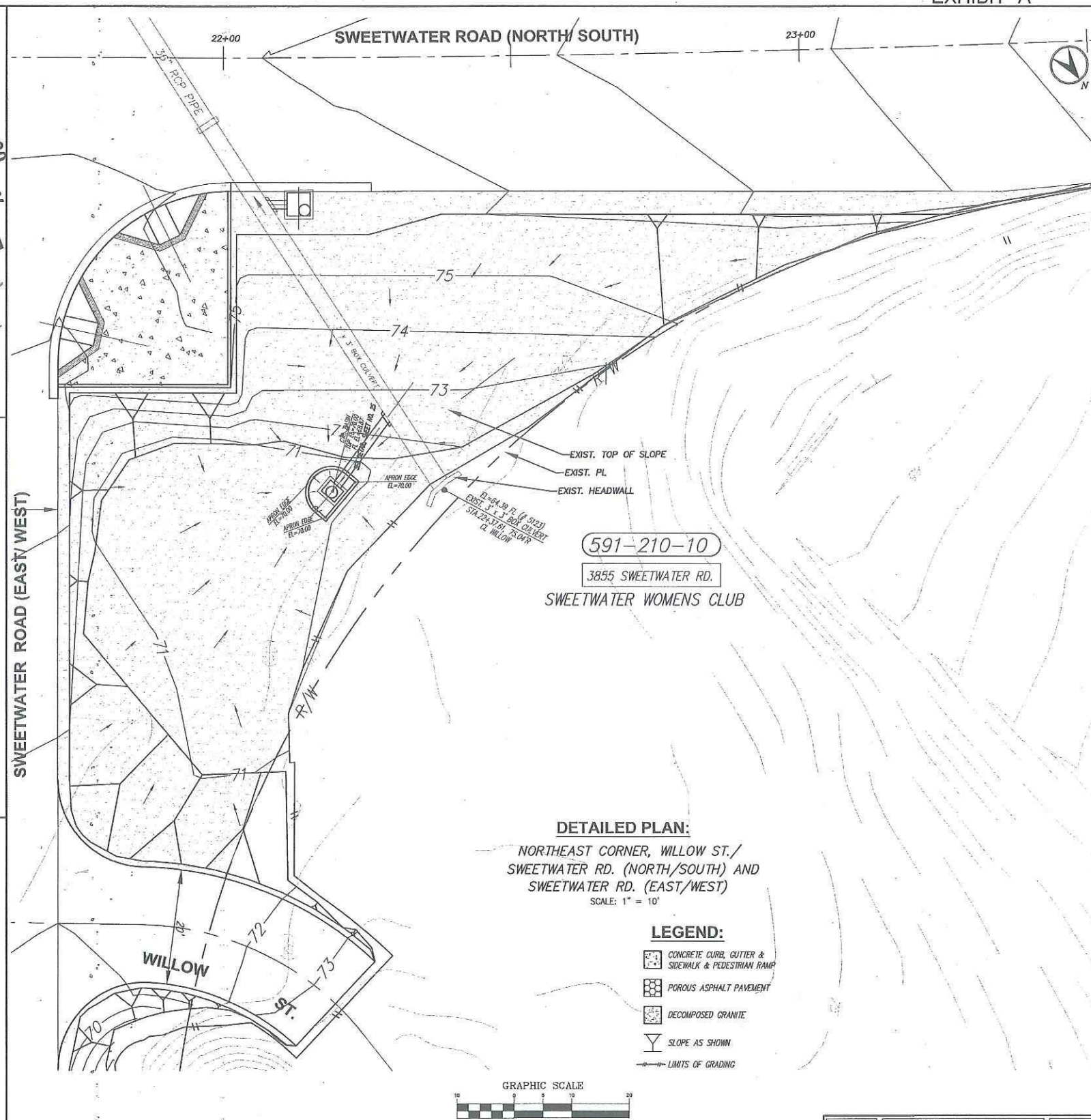
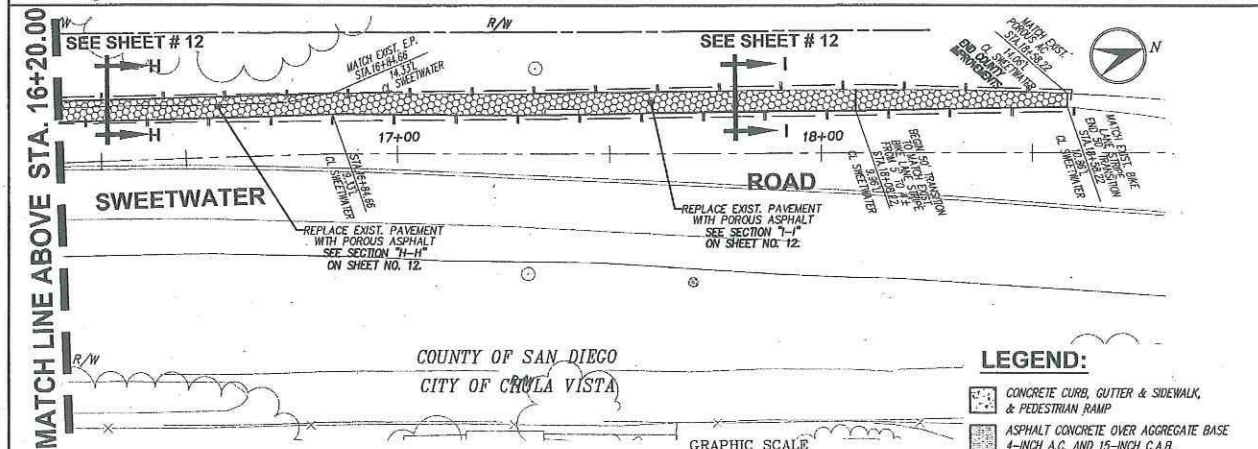
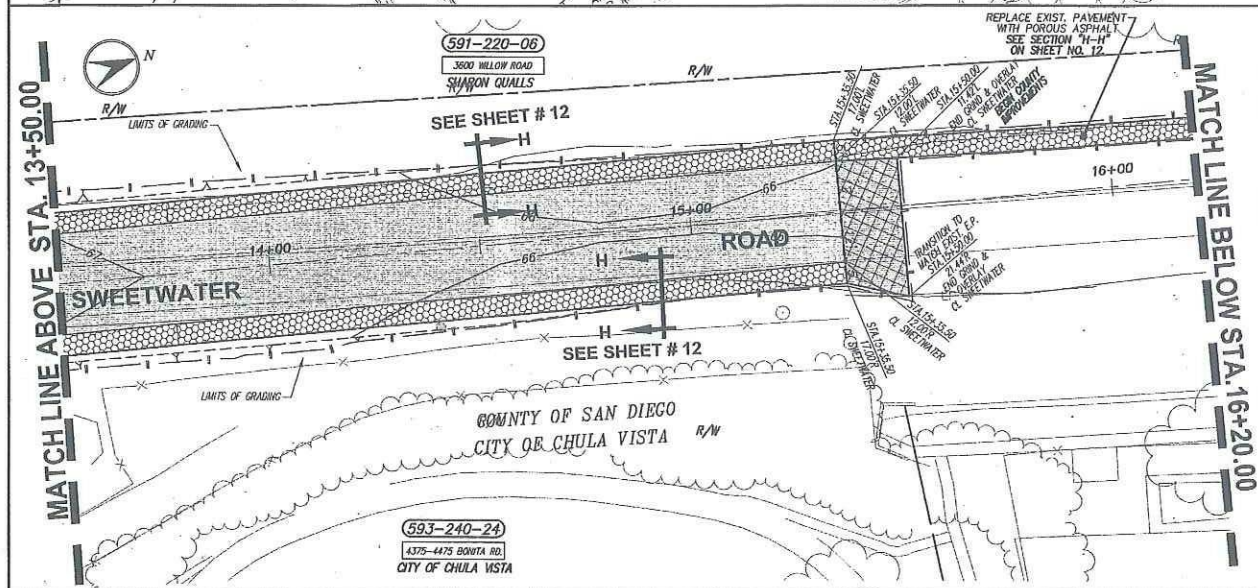
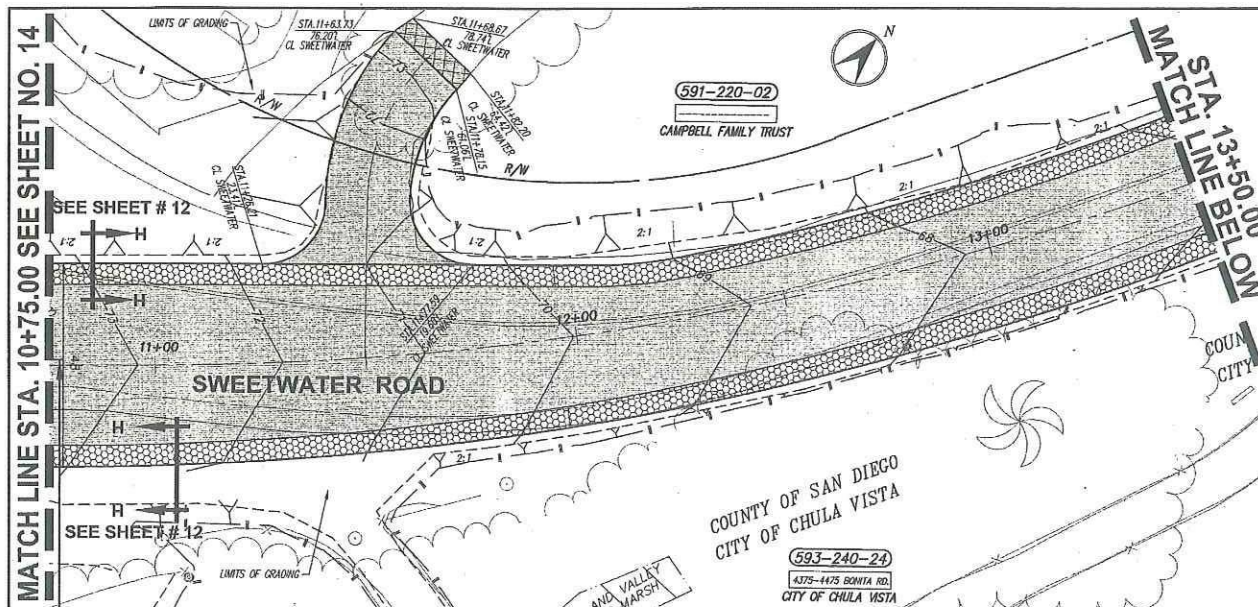
- NOTE:**
1. FOR TYPICAL POROUS PAVEMENT SECTIONS "G-G", "H-H" & "I-I", SEE SHEET NO. 12.
 2. FOR PROPOSED AND TEMPORARY TRAIL (ACCESS, MULTI-PURPOSE, EQUESTRIAN), SEE SHEET NOS. 16 THRU 17.

CONSTRUCTION RECORD	REFERENCES
CONTRACTOR:	DWG. #'S 64-1011, 66-231, 68-321, 69-181, 69-1580, 73-1410, 76-2000, 78-1400 THRU 1410, 94-115 THRU 120, RS 1299-2 AND SURVEY NOTES.
INSPECTOR:	
DATE COMPLETED:	

DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	APPROVED BY:	DATE:
CESAR V. MAGBUHAY	CESAR V. MAGBUHAY	PAUL A. OBERDUEMER, P.E. - ASSOCIATE CIVIL ENGINEER	10/05/2016	JOSE LUIS ROMEZ, P.E., P.L.S. - PRINCIPAL CIVIL ENGINEER	10/05/2016
RESPONSIBLE CHARGE OF WORK:	R.C.E. No.:				
Gregory E. Tschersch	60673				

SHEET	COUNTY OF SAN DIEGO	27
08	DEPARTMENT OF PUBLIC WORKS	SHEETS
PLANS FOR THE IMPROVEMENT OF: PHASE II - WILLOW STREET BRIDGE REPLACEMENT COUNTY OF SAN DIEGO, CALIFORNIA		
RECOMMENDED FOR APPROVAL:	APPROVED FOR STREETS DEPARTMENT	
SUBDIVISION ENGINEER	COUNTY ENGINEER	DATE: 10/5/2016
ENGINEER OF WORK:		
GREGORY E. TSCHERSCH, R.C.E. 60673		PDS2013-LDHP-00002

CITY OF CHULA VISTA	DEPARTMENT OF PUBLIC WORKS	DRAWING NO.
PROPOSED PAVEMENT PLANS FOR:		12013-14
WILLOW STREET BRIDGE REPLACEMENT BETWEEN BONITA ROAD AND VALLEY VISTA ROAD		CIP # STL-261



NOTE:
1. FOR TYPICAL POROUS PAVEMENT SECTIONS "H-H" & "I-I", SEE SHEET NO. 12.

AS-BUILT

UTILITY NOTE
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LEGEND:

- CONCRETE CURB, CUTTER & SIDEWALK, & PEDESTRIAN RAMP
- ASPHALT CONCRETE OVER AGGREGATE BASE 4-INCH A.C. AND 15-INCH C.A.B.
- GRIND AND ASPHALT CONCRETE OVERLAY (1 1/2-INCH)
- POROUS ASPHALT PAVEMENT, SEE SHEET NO. 12.
- DECOMPOSED GRANITE
- SLOPE AS SHOWN
- LIMITS OF GRADING

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

CONSTRUCTION RECORD	REFERENCES	REVISIONS	DATUM	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY	DATE	APPROVED BY	DATE
CONTRACTOR: _____	DWG. #'S 64-101L, 68-23L, 69-32L, 69-18L, 69-158D, 73-141D, 76-208D, 78-140D THRU 141D, 94-115 THRU 120, RS 1299-2 AND SURVEY NOTES.		VERTICAL DATUM: NAVD 88 HORIZONTAL DATUM: CCS '83, ZONE 6, EPOCH 1991.35	HORIZONTAL 1" = 20' VERTICAL N/A	CESAR V. MAGBUHAT	CESAR V. MAGBUHAT	PAUL A. OBERDIER, P.E. - ASSOCIATE CIVIL ENGINEER	10/05/2016	JOSE LUIS GOMEZ, P.E., P.L.S. - PRINCIPAL CIVIL ENGINEER	10/05/2016

CITY OF CHULA VISTA
PUBLIC WORKS - ENGINEERING
276 FOURTH AVENUE
CHULA VISTA, CA 91910
(619) 476-2301

REGISTERED PROFESSIONAL ENGINEER
GREGORY E. TSCHERCH
No. 60673
CIVIL
STATE OF CALIFORNIA

SHEET 09	COUNTY OF SAN DIEGO DEPARTMENT OF PUBLIC WORKS	27 SHEETS
PLANS FOR THE IMPROVEMENT OF: PHASE II - WILLOW STREET BRIDGE REPLACEMENT COUNTY OF SAN DIEGO, CALIFORNIA		
RECOMMENDED FOR APPROVAL: SUBDIVISION ENGINEER	APPROVED FOR APPROVAL: COUNTY ENGINEER DATE: 10/15/16	PDS2013-LDHP-00002
CITY OF CHULA VISTA DEPARTMENT OF PUBLIC WORKS		DRAWING NO. 12013-15 CIP # STL-261

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EXHIBIT "B"

City of Chula Vista
PUBLIC WORKS-ENGINEERING
BETTERMENT COST AS BID

Project Title:	Project Number:	STL-261
WILLOW STREET BRIDGE REPLACEMENT PROJECT	DATE:	December 20, 2016
COUNTY OF SAN DIEGO 475 FEET CLASS II BIKEWAY TRANSITIONS	PREPARED BY:	Paul Oberbauer
	CHECKED BY:	Greg Tscherch

No.	Description	Quantity	Unit	Unit Price	Amount
1	Clearing and Grubbing, Removal and Disposal of Existing Improvements	1	LS	\$14,300.00	\$14,300
2	Asphalt, Porous Surface, 2.50" Thick	32	Tons	\$100.00	\$3,200
3	Aggregate Base Choker Course, 2" Thick (1" -0.10")	19	Tons	\$100.00	\$1,900
4	Aggregate Base Clean Washed Uniformly Graded Course 12" Thick (2.50"-1.0")	107	Tons	\$58.00	\$6,206
5	Waterproof Liner (Waterstop), (36" Wide x 487')	1,461	SF	\$0.50	\$731
6	P.C.C. Curb Modified Per SDRSD G-1 and Section "H-H" Sheet No. 12	259	LF	\$34.00	\$8,806
7	Striping in Paint	514	LF	\$2.50	\$1,285
8	Pavement Markings in Paint (3 Bike Lane Legends)	72	SF	\$3.00	\$216
9	Furnish & Install New R7-9A Signs and Posts	4	EA	\$310.00	\$1,240
				SUBTOTAL	\$37,884
				5% CONTINGENCY	\$1,894
				TOTAL:	\$ 39,778
Notes:					