



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. STL261-2

DATE: July 12, 2013

The CITY OF CHULA VISTA, hereinafter called "LOCAL AGENCY", proposes to replace the existing 2-lane bridge with a 4-lane bridge on Willow Street ("Project") in the City of Chula Vista, County of San Diego, California.

And:

The SWEETWATER AUTHORITY, hereinafter called "OWNER", owns and maintains existing 30-inch to 42-inch water transmission lines within the limits of the Project ("Existing Line"). In order to accommodate the Project, the Existing Line must be relocated

It is hereby mutually agreed that:

I. Work To Be Done

In accordance with Notice to Owner No. STL261-2, dated July 12, 2013, attached hereto, LOCAL AGENCY shall relocate the Existing Line as shown on LOCAL AGENCY's contract plans for the "Willow Street Bridge Replacement - Water Line Relocation" project; City of Chula Vista Drawing No's. 12012-01 thru 12012-11, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the 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 or LOCAL AGENCY ("Revised Notice"), respectively. Such Revised Notices approved in writing by the recipient thereof and acknowledged by the sender, will constitute an approved revision of the plan 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 to the applicable recipient. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by LOCAL AGENCY in accordance with the plans and specification or as such may have been modified by the parties, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the Existing Line.

II. Liability for Work

The existing line is located in its present position pursuant to prescriptive rights prior and superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

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 in accordance with the specifications contained in the Utility Agreement; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

LOCAL AGENCY shall ensure that the work performed in accordance with this agreement is warranted for a period of not less than one year from the date of the completion of the work for all defects, both patent and latent, and that the OWNER shall be included as a beneficiary of the warranty, such that it shall have all rights associated with the enforcement thereof. In addition, LOCAL AGENCY shall ensure that OWNER is identified as additional indemnitee in any contracts for the work performed under this agreement.

IV. Payment for Work

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

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 the LOCAL AGENCY may retain the salvage value of any material or parts salvaged and retained or sold by LOCAL AGENCY.

In addition, the LOCAL AGENCY shall pay the OWNER for all costs associated with the administration, construction submittal reviews, coordination, and inspection during the construction of the new water pipeline. The LOCAL AGENCY shall pay the actual and necessary costs of the here-in described work within 45 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.”

“City 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.”

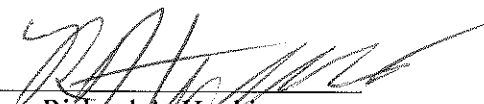
All costs accrued by OWNER as a result of LOCAL AGENCY’s request to review, study and/or prepare relocation plans, construction inspection, and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

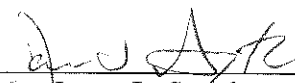
Upon completion of the work to be done by LOCAL AGENCY in accordance with the above-mentioned plans and specifications, the new facility shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location. The LOCAL AGENCY shall provide as-built drawings to the OWNER (electronic and drawings on Mylar film) to the OWNER within 90 days from the acceptance date of the work described herein.

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

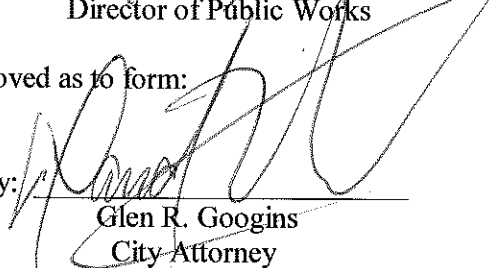
CITY OF CHULA VISTA

SWEETWATER AUTHORITY

By: 
Richard A. Hopkins
Director of Public Works

By: 
James L. Smyth
General Manager

Approved as to form:

By: 
Glen R. Googins
City Attorney