REIMBURSEMENT AGREEMENT FOR PAYMENT OF COSTS TO CONSTRUCT GAS PIPELINE SUPPORTS BY AND BETWEEN SAN DIEGO GAS & ELECTRIC COMPANY 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.

SAN DIEGO GAS AND ELECTRIC COMPANY, hereinafter called "OWNER", owns and maintains existing gas facilities within the limits of the Project ("Existing Facilities").

OWNER desires to replace Existing Facilities in the proposed replacement bridge to be constructed by the Project ("Proposed Facilities").

LOCAL AGENCY and OWNER (collectively "Parties") 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 and City of Chula Vista Drawing Nos. 12013-1 through 12013-124, which by this reference are made a part hereof. 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," Drawings 12013-61 and 12013-109 through 12013-112 attached hereto. The contract unit price for constructing the Proposed Facilities shall be the unit price for bid proposal item: "Pipe Support for Conduits in Bridge Cell" in the contract documents. OWNER hereby acknowledges preparation and 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 or changes in scope of the work ("Change Orders") that are initiated by either the LOCAL AGENCY or the OWNER shall be agreed upon by both parties hereto in writing. Such Change Orders, once approved by both parties, will constitute an authorization to proceed with changed work and constitute an approved revision of the plans and specifications described above and such revisions are hereby made a part hereof.

OWNER shall have the right to inspect the work during construction. Upon completion of the construction work by LOCAL AGENCY, once the work passes OWNER's inspection, OWNER agrees to accept ownership of and maintenance responsibility for the constructed facilities.

Upon completion of the construction work to be done by LOCAL AGENCY under this Agreement and its acceptance by 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 OWNER within ninety (90) calendar days from the date of acceptance of the facility by OWNER.

II. Liability for Work

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

III. Performance of Work

OWNER shall have access to all phases of the construction work to be performed by LOCAL AGENCY to construct the Proposed Facilities 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 house the replacement gas pipeline to be installed within the bridge cell as replacement of 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 estimated Betterment Cost is approximately \$26,000, as described in the "Betterment Cost Estimate" (Exhibit "B" attached hereto). The Betterment Cost shall be based on unit prices bid by the lowest responsive bidder to whom the Project contract is awarded. If at any time during the performance of the work LOCAL AGENCY reasonably believes that costs to construct the Betterments will exceed the Betterment Cost, LOCAL AGENCY shall initiate a Change Order with OWNER documenting the reason for the increase in cost, which must be approved by OWNER before implementation. No change in the scope of the work will be allowed without an approved Change Order as noted in Section I.

Notwithstanding the above, in the event that LOCAL AGENCY incurs additional costs during the course of the Project caused by, in whole or in part, OWNER's delay in approving Change Orders or due to negligence of OWNER shall be charged to the OWNER and included in LOCAL AGENCY's invoices thereto.

Following the acceptance of the Betterments by OWNER as they are completed, the LOCAL AGENCY shall conduct an accounting of the actual charges associated with the Betterments ("Actual Betterments Cost") in the invoices received from LOCAL

AGENCY's contractor. The Actual Betterments Cost shall be based upon the actual quantities installed in the Project as determined by the LOCAL AGENCY's engineer and as reviewed by OWNER, including only those changes in work approved pursuant to a Change Order. LOCAL AGENCY shall invoice OWNER for the Actual Betterments Cost, and OWNER shall remit such amount to the LOCAL AGENCY within forty five (45) calendar days; provided however, if the Actual Betterment Cost exceeds the Betterment Cost, without corresponding approved Change Order accounting for such overage, OWNER shall have the right to dispute such additional charges and LOCAL AGENCY and OWNER shall work together to resolve such dispute.

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 below parties have executed this Agreement as of the date of the last party to sign.

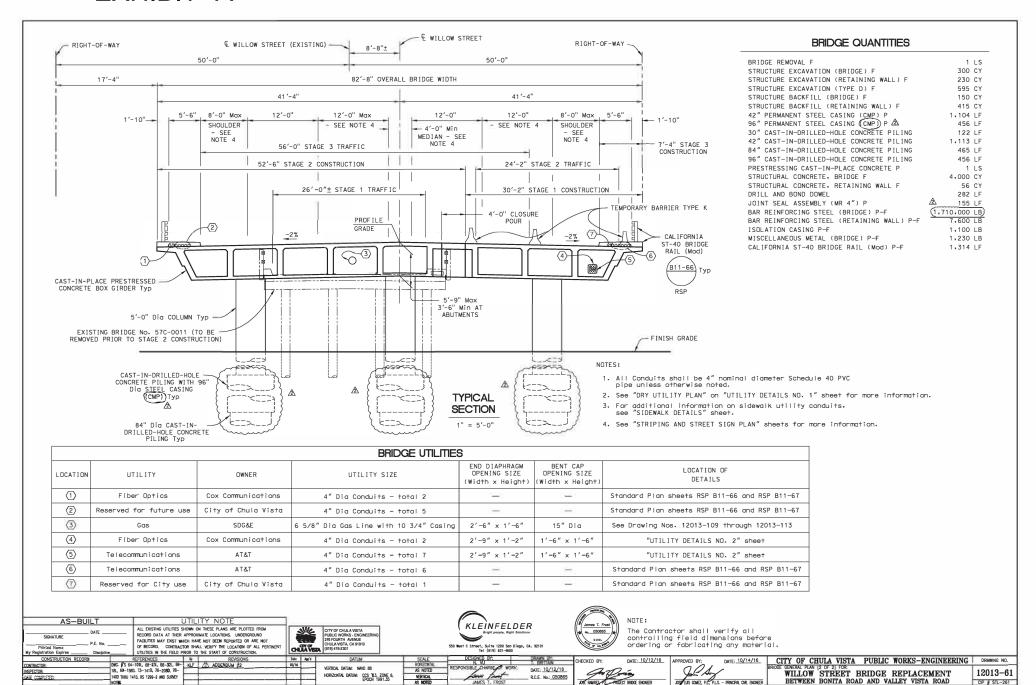
CITY OF CHULA VISTA	SAN DIEGO GAS & ELECTRIC		
By: Richard A. Hopkins Director of Public Works	By: Alex Diaz Sr. Field Utility Specialist		
Date:	Date: 1/05/17		

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Approved as to form and legality:

Bv:	By: LEGICA DOWN R
Glen R. Googins City Attorney	Hector Duran Jr Project Manager I
Date:	Date: 1.5.17

FXHIBIT "A"



DATE: 10/12/16

R.C.E. No.: 050865

VERTICAL DATUM: NAVD 88

HORIZONTAL DATUM: CCS '83, ZONE 6

AS NOTED

PPROVED BY:

LUS CONEZ, P.E., P.L.S. - PRINCIPAL CMI

12013-61

CIP # STL-261

WILLOW STREET BRIDGE REPLACEMENT

BETWEEN BONITA ROAD AND VALLEY VISTA ROAD

GENERAL NOTES

AS-BUILT

CONSTRUCTION RECORD

CONTRACTOR:

INSPECTOR: DATE COMPLETED:

- THE ABUTMENT OPENINGS AND HORIZONTAL LOCATION OF PIPE SHALL BE PER DIMENSIONS IN SHEET 110. VERTICAL LOCATION SHALL BE DETERMINED THROUGH SUPPORT HEIGHTS SHOWN IN SHEETS 111 AND 112.
- 2. SPACING BETWEEN SUPPORTS SHALL BE AS SHOWN ON THE DRAWINGS.

UTILITY NOTE

ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE PLOTTED FROM RECORD DATA AT THEIR APPROXIMATE LOCATIONS, UNDERFORMED OF A PROLITIES MAY EXIST MINION HAVE NOT BEEN REPORTED OR ARE NOT OF RECORD. CONTRACTOR SHALL VEREY THE LOCATION OF ALL PERTINES UTILITIES IN THE PELLO PROOF TO THE START OF CONSTRUCTION.

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

DATUM

VERTICAL DATUM: NAVD 88
HORIZONTAL DATUM: CCS '83, ZONE 6, EPOCH 1991.35

AS NOTED VERTICAL

CHULAVIER

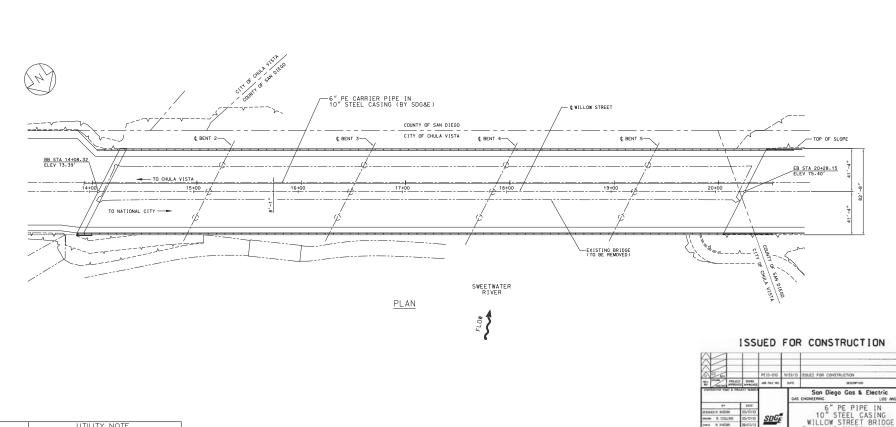
- 3. BRIDGE CONTRACTOR SHALL INITIATE A PRE-CONSTRUCTION MEETING WITH SOGGE 6
 WEEKS PRIOR TO CONSTRUCTION. PRESENT SHALL BE THE SOGGE PROJECT PLANNER
 AND GENERAL FOREMAN FOR INSTALLATION.
- 4. BRIDGE CONTRACTOR SMALL MOTIFY SOME PROJECT PLANNER PRIOR TO SCHEDULED WORK AND SMALL ALLOW THE IN ITS CONSTRUCTION SCHEDULE FOR SOME TO TOP PRIFUGE THE PRIOR THE PRIOR TO THE PRIOR THE PRIOR TO PLANNER SMALL WOTFY SOME AT LEAST 30 DAYS PRIOR TO PLACEMENT GROUP CONTRACTOR SMALL WOTFY SOME RECORDS TO INSPECT ANCHOR REBAR PLACEMENT PRIOR TO THE SMALL WOTFY SOME RECORDS TO INSPECT ANCHOR REBAR PLACEMENT PRIOR TO THE SEMENT SMALL WOTFY SOME RECORDS TO INSPECT ANCHOR REBAR PLACEMENT PRIOR TO THE SEMENT SMALL WOTFY S
- 5. BRIDGE CONTRACTOR SHALL PERFORM 28-DAY CONCRETE STRENGTH TESTS FOR THE CONCRETE USED IN THE PIPE SUPPORTS AND SUBMIT CONCRETE TEST RESULTS TO SDG&E ENOINEERING.

CONCRETE NOTES

- 1. CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4.000 PSI AFTER 28 DAYS.
- 2. CEMENT SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C-150 TYPE II UNLESS OTHERWISE NOTED.
- 3. AGGREGATE SHALL CONFORM TO ASTM C33 AND SHALL HAVE A MAXIMUM SIZE OF 1 INCH.
- 4. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615. GRADE GO UNLESS NOTED OTHERWISE.
- 5. ALL REINFORCING BARS SHALL BE ACCURATELY AND SECURELY PLACED BEFORE PLACING CONCRETE.
- ALL BARS SHALL BE CLEAR OF DUST, GREASE OR OTHER MATERIALS THAT MIGHT AFFECT IT'S BOND TO CONCRETE. ALL BARS BENDS SHALL BE MADE COLD.
- 7. ANCHOR BOLTS SHALL CONFORM TO ASTM A307 UNLESS OTHERWISE NOTED. ALL BOLTS SHALL BE GALVANIZED AND TIGHTENED TO THEIR PROOF LOADS BY THE TURN-OF-NUT METHOD.
- 8. CONCRETE FINISH:

 HORIZONTAL SURFACE SHALL HAVE A STEEL TROWEL FINISH.

 VENTICAL SURFACE SHALL BE FILLED AND SACKED TO PROVIDE SMOOTH SURFACE FREE OF VOIDS.
- ALL EMBEDDED STEEL ITEMS EXPOSED TO ATMOSPHERE SHALL HAVE THE STEEL SURFACES PREPARED AND BE SHOP PRIMED OR HOT DIPPED GALVANIZED PER NOTE IN ACCORDANCE WITH ASTM A123.



CHECKED BY:

DATE:

PLAN AND GENERAL NOTES

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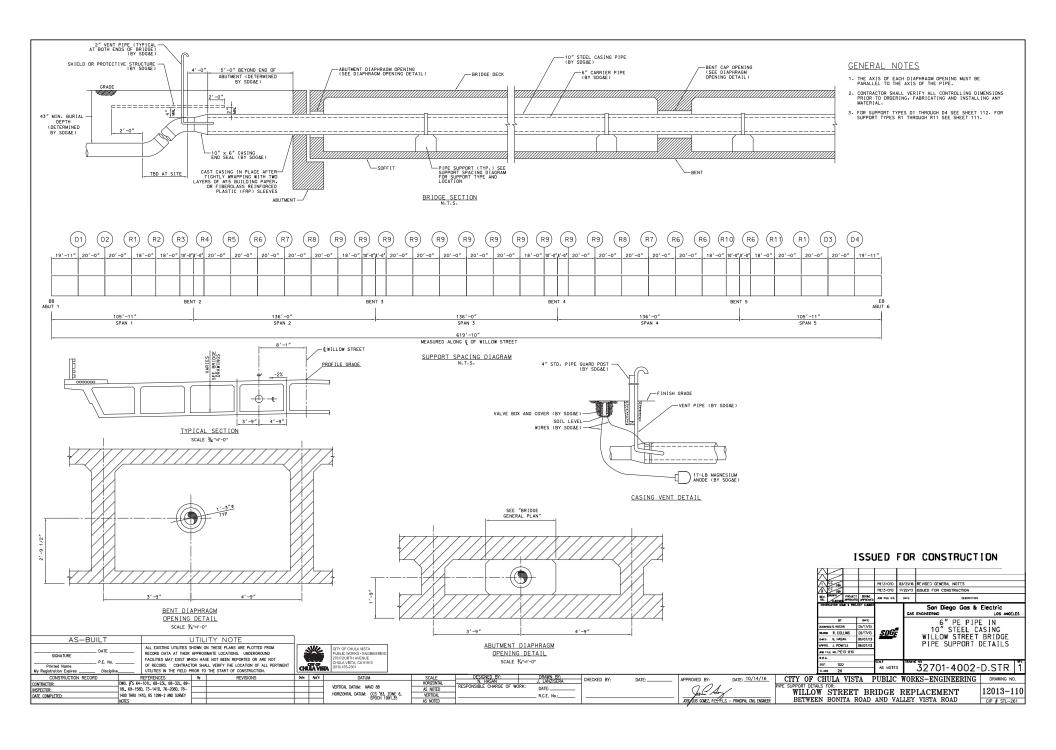
12013-109

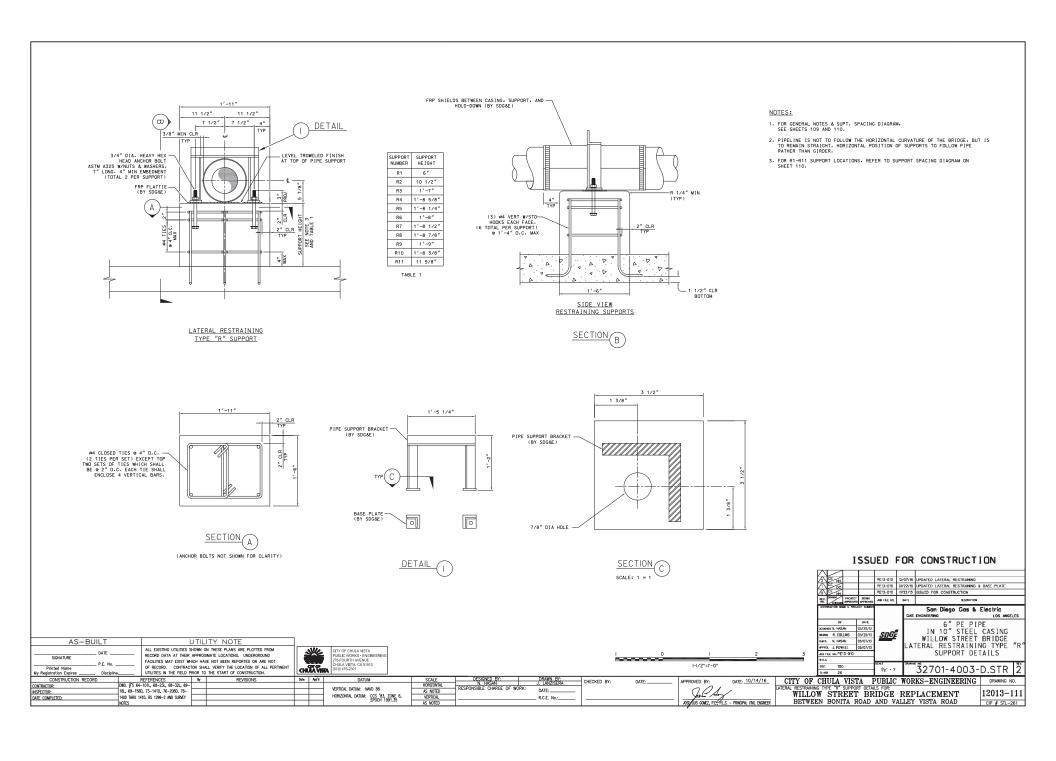
CITY OF CHULA VISTA PUBLIC WORKS-ENGINEERING | DRAWING NO.

WILLOW STREET BRIDGE REPLACEMENT BETWEEN BONITA ROAD AND VALLEY VISTA ROAD

DATE: 10/14/16

JOSEPHIS COMEZ, PEPPLS - PRINCIPAL CIVIL ENGINEE





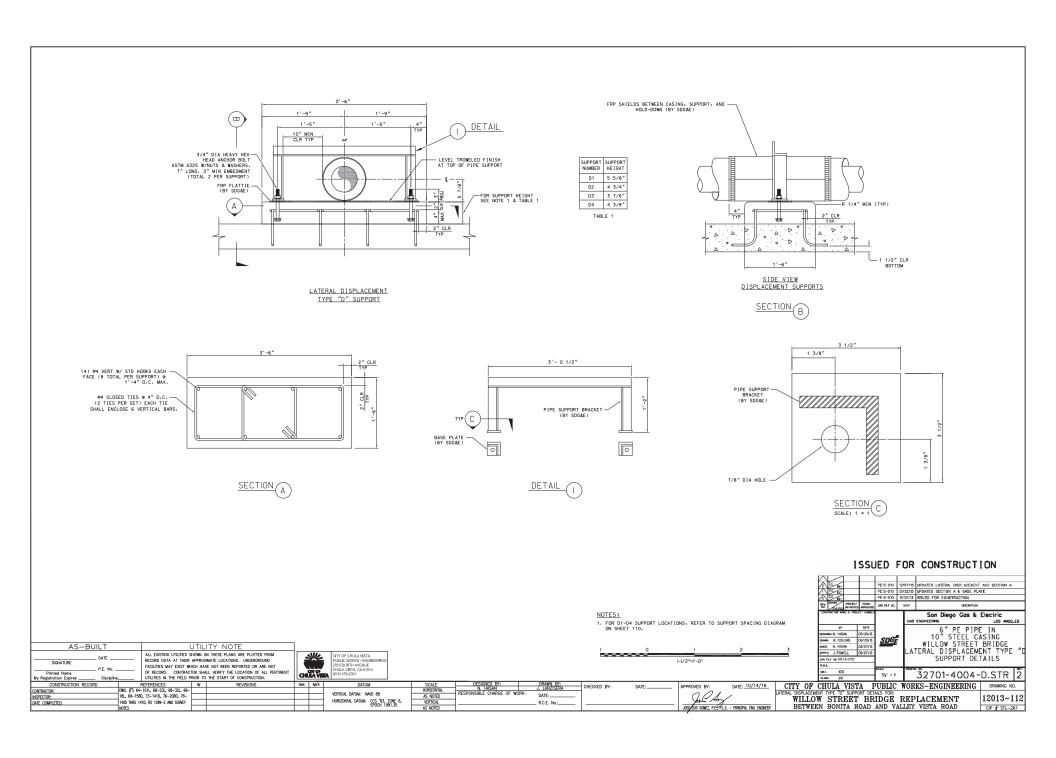


EXHIBIT "B"

City of Chula Vista

PUBLIC WORKS-ENGINEERING

BETTERMENT COST AS BID

Project Number: STL-261

Project Title: December 20, 2016

WILLOW STREET BRIDGE REPLACEMENT PROJECT PREPARED BY: P. Oberbauer
31 SDG&E Gas Line Pipe Supports in Bridge Cell CHECKED BY: G. Tscherch

No.	Description	Quantity	Unit	Unit Price	Amount
1	Volume of Concrete for Pipe Supports	5	CY	\$1,500.00	\$7,500
2	Bar Reinforcing Steel	1,012	LB	\$2.25	\$2,277
3	Miscellaneous Metal for Pipe Restrainer	744	LB	\$10.00	\$7,440
				SUBTOTAL	\$17,217
	5% CONTINGENCY			\$17,217.00	\$861
				TOTAL:	\$ 18,078
Notes					