

**WET UTILITY REIMBURSEMENT AGREEMENT
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND CITY OF SAN DIEGO
REGARDING THE MID-COAST CORRIDIOR TRANSIT PROJECT**

UTILITY AGREEMENT NO. 5008004 DATE 9/22/15

The San Diego Association of Governments, a legislatively-created public agency, hereinafter called "SANDAG," proposes to extend the Trolley Blue Line from the Santa Fe Depot in Downtown San Diego to the University Towne Centre (UTC) Transit Center in University City, hereinafter called "PROJECT," and City of San Diego, hereinafter called "CITY", owns water and sewer facilities within the limits of SANDAG's PROJECT.

SANDAG and CITY (referenced herein individually as "party" and collectively as "parties") hereby mutually agree that:

I. WORK TO BE DONE

SANDAG shall relocate CITY's water and sewer facilities as shown on SANDAG's contract plans for the improvements related to the PROJECT and as indicated in **Exhibit A** ("RELOCATION"), which by this reference are made a part hereof. CITY hereby acknowledges review of SANDAG's plans for the RELOCATION and agrees to the construction in the manner proposed.

II. LIABILITY OF WORK

Any existing water and sewer facilities owned by CITY that are located within the San Diego Metropolitan Transit System ("MTS") right-of-way under License Agreement will be relocated at CITY's expense.

In addition, any work on existing and/or new facilities outside the MTS right-of-way required to complete the relocation of CITY's water and sewer facilities within the MTS right-of-way shall be at CITY's expense. Any such work on existing or new facilities outside the MTS right-of-way shall be subject to the CHANGE ORDER procedure in Article III and shall not be performed until the proposed CHANGE ORDER is approved.

Pursuant to California Public Utilities Code Sections 120244, 132353.4 & 132354, SANDAG may exercise all rights and powers granted to SANDAG that are necessary to carry out the PROJECT, including but not limited to all property rights granted to MTS.

III. PERFORMANCE OF WORK

SANDAG shall perform RELOCATION work in accordance with current design and construction standards including, but not limited to: City of San Diego Sewer Design Guide, City of San Diego Water Design Guidelines (Books 1-7), the Standard Specifications for Public Works Construction dated 2012 ("GREENBOOK") and the City of San Diego Supplements dated 2009 ("SUPPLEMENTS") and the Specifications for Public Works Construction dated 2012 ("WHITEBOOK").

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OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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If SANDAG receives a proposed construction change order from its contractor ("CHANGE ORDER") that will increase the CONSTRUCTION COST in Article V, SANDAG will immediately notify CITY and provide CITY the opportunity to review and approve or deny said CHANGE ORDER. For a CHANGE ORDER that will increase the CONSTRUCTION COST by five percent (5%) or less, CITY shall provide SANDAG with a written approval or denial of said CHANGE ORDER within five (5) business days following CITY's receipt thereof. For a CHANGE ORDER that will increase the CONSTRUCTION COST by more than five percent (5%), CITY shall provide SANDAG with a written approval or denial of said CHANGE ORDER within fifteen (15) business days following CITY's receipt thereof. CITY shall be responsible for the additional costs of an approved CHANGE ORDER.

CITY shall have access to all phases of the RELOCATION work for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Construction Contract for the PROJECT and this Utility Agreement.

CITY shall abide by all railroad protocol and procedures, including the necessary MTS and North County Transit District railroad safety training for personnel, for all work in and/or adjacent to MTS right-of-way. However, all questions regarding the work being performed will be directed to SANDAG's PROJECT Manager or his/her designee for their evaluation and final disposition. Any access by CITY shall be in accordance with all safety requirements in place for the PROJECT and reasonable notice shall be provided to SANDAG in advance of such access.

Upon completion of the RELOCATION by SANDAG, CITY agrees to accept ownership and maintenance of the constructed facilities and relinquishes SANDAG from any obligations concerning the replaced facilities. CITY shall submit a Notice of Completion to SANDAG within thirty (30) days of the completion and acceptance of the RELOCATION work.

IV. BETTERMENT OF WORK

If CITY determines that any portion of the RELOCATION work requires betterment of CITY'S facilities, SANDAG shall ensure that any and all betterment required is incorporated as part of the RELOCATION work. All costs of betterment of the facilities, as requested by CITY, shall be added to the CONSTRUCTION COST, as detailed in Article V below, and shall be paid for by CITY.

V. PAYMENT OF WORK

CITY shall be responsible for the cost of the RELOCATION, in an amount not to exceed \$3,958,907.88, which consists of the sum of the CONSTRUCTION COST and SUPPLEMENTAL COST as set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference. CONSTRUCTION COST is the actual reasonable third party construction costs incurred by

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SANDAG for the RELOCATION work, betterment costs pursuant to Article IV, if any, and any approved CHANGE ORDERS. SUPPLEMENTAL COST consists of project management, design, plan review, construction management, and related costs incurred by SANDAG and shall be equal to twenty-seven percent (27%) of the CONSTRUCTION COST.

The CONSTRUCTION COST will be paid or reimbursed by CITY within forty-five (45) days following CITY's receipt of SANDAG's written request for payment, provided that SANDAG includes invoices and reasonably satisfactory evidence of actual construction costs together with its request for payment. Each request for payment shall include a breakdown of the CONSTRUCTION COST itemized by facility type and system as indicated in the plans. Prior to payment, CITY reserves the right to ask for additional clarification or reasonable supporting documentation to substantiate any request for payment or reimbursement of the CONSTRUCTION COST.

The SUPPLEMENTAL COST will be paid or reimbursed by CITY within forty-five (45) days following CITY's receipt of SANDAG's written request for payment, with no further documentation or breakdown required.

VI. GENERAL CONDITIONS

If SANDAG's PROJECT is canceled or modified so as to eliminate the necessity of the RELOCATION work, SANDAG will notify CITY in writing of the elimination of the need for the work, which notice may also include termination of this Utility Agreement by SANDAG, which termination shall be under terms that are mutually acceptable to both parties.

SANDAG shall, in all activities undertaken pursuant to this Utility Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees applicable to the PROJECT, including all requirements related to prevailing wage, Davis-Bacon Act, and Buy-America.

All obligations of SANDAG under the terms of this Utility Agreement are subject to the passage of adequate funds for the PROJECT by the SANDAG Board of Directors and any applicable federal funding source.


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

CITY OF SAN DIEGO

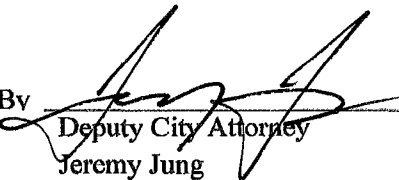
SAN DIEGO ASSOCIATION OF GOVERNMENTS

By: 
W. Downs Prior
Principal Contract Specialist
Public Works Contracts
8/20/15

By: 
Gary Gallegos
Executive Director

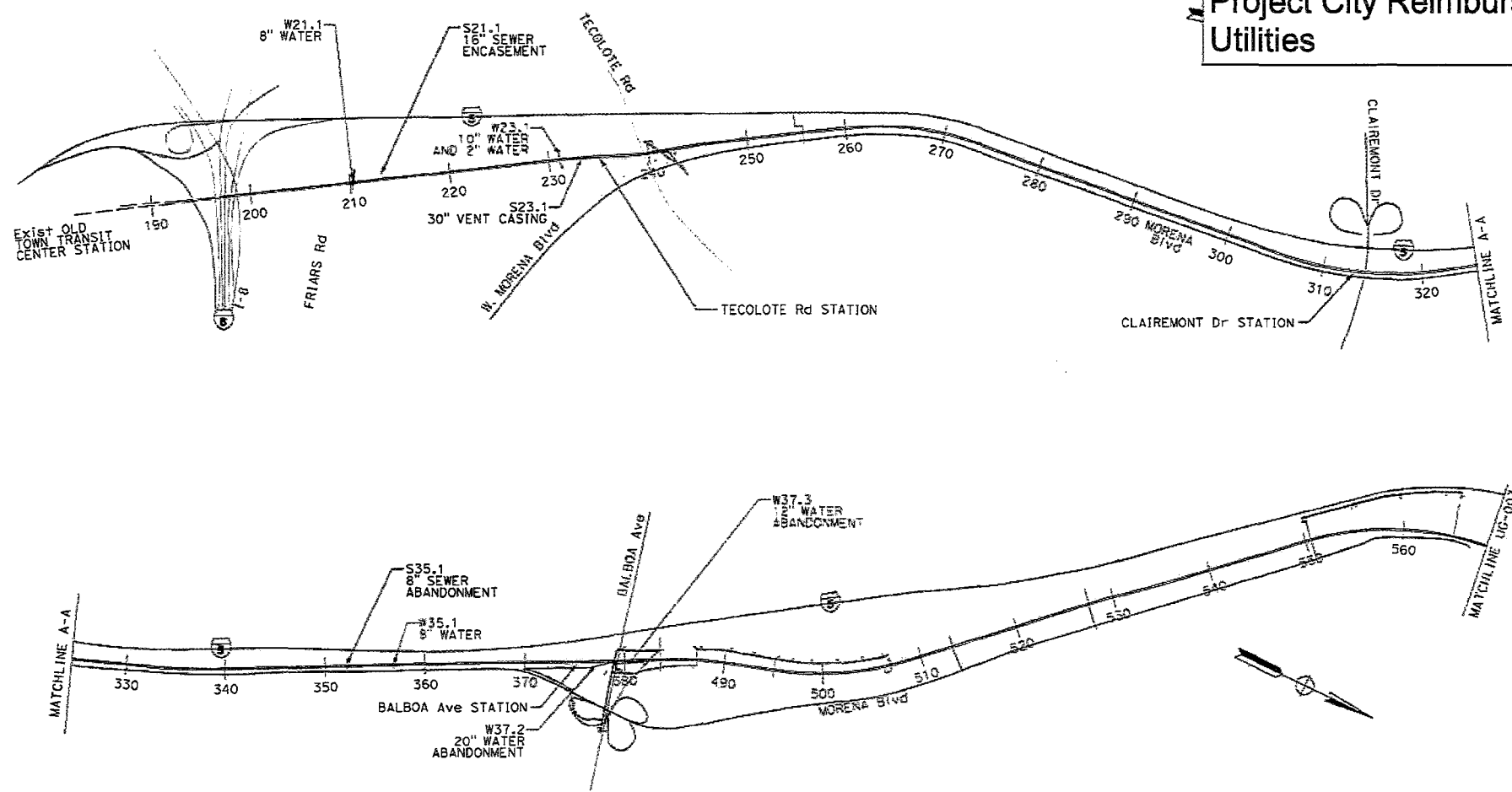
Approved as to form:

Approved as to form:

By: 
Deputy City Attorney
Jeremy Jung
9/22/15

By: 
Office of General Counsel
Ryan Kohut

Exhibit A - Mid-Coast Project City Reimbursed Utilities



911-21011-1001-1001-1001

NO.	DATE	REVISION	BY	CHK	APPR

PARSONS BRINCKERHOFF
 401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
 TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY _____ DATE _____
 DRAWN BY _____
 CHECKED BY _____
 SANDAG

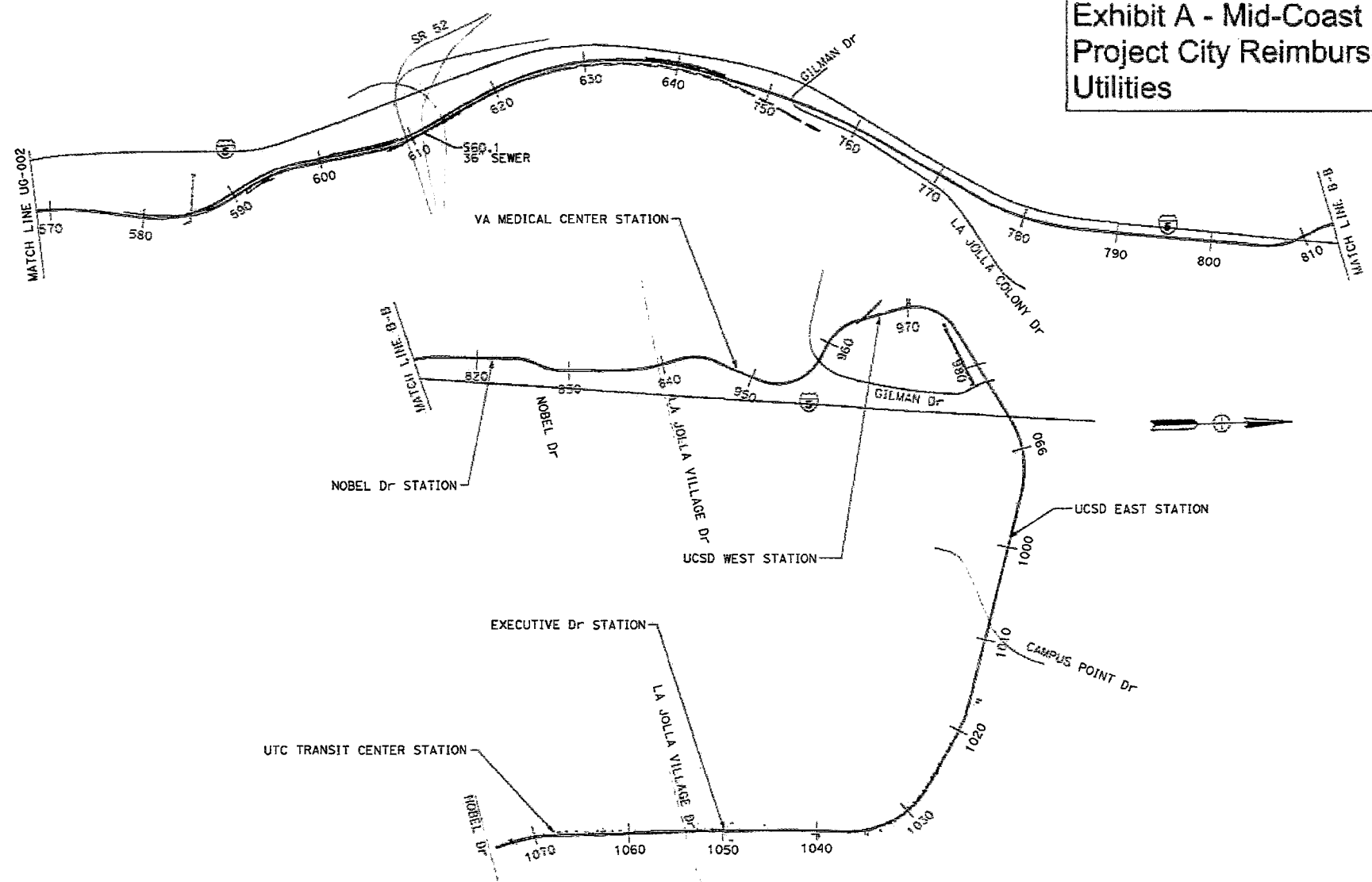
SANDAG
 401 B STREET, SUITE 800
 SAN DIEGO, CA 92101-4231
 (619) 693-1900



MID-COAST CORRIDOR TRANSIT PROJECT
 EXHIBIT B
 UTILITY RELOCATIONS
 KEY MAP 1 OF 2

SCALE NO SCALE
 SANDAG CONTRACT NO. 5001904
 DRAWING NO. SHEET NO.

Exhibit A - Mid-Coast Project City Reimbursed Utilities



NO.	DATE	REVISION	BY	CHK	APRV

PARSONS BRINCKERHOFF
 401 B STREET, SUITE 1650 SAN DIEGO, CA 92101
 TEL (619) 338-9376 FAX (619) 338-8123



DESIGNED BY	DATE
DRAWN BY	
CHECKED BY	
SANDAG	

SANDAG
 401 B STREET, SUITE 800
 SAN DIEGO, CA 92101-4231
 (619) 699-1900



MID-COAST CORRIDOR TRANSIT PROJECT
 EXHIBIT B
 UTILITY RELOCATIONS
 KEY MAP 2 OF 2

SCALE	NO SCALE
SANDAG CONTRACT NO.	5001904
DRAWING NO./SHEET NO.	

SCALE: 1" = 15'

Exhibit B - Mid-Coast Relocation Reimbursement Agreement

Anticipated drawdown of funding: FY16

Category	System	System Description	Basis of Estimate	Construction Cost	10% Contingency	27% of Construction Cost for SANDAG Project Management, Design, Plan Review, and Construction Management (Excludes Contingency)	Total Cost
Sewer	21.1	15" Sewer, Extend Cap Encasement over Exist Cradle (2EA)	95% GMP	\$ 52,168.13	\$ 3,985.34	\$ 14,085.39	\$ 70,238.86
Sewer	23.1	-Extend 24" steel casing	95% GMP	\$ 118,534.43	\$ 9,055.34	\$ 32,004.29	\$ 159,594.06
Sewer	35.1	Abandon 8" Sewer	95% GMP	\$ 35,020.23	\$ 2,675.34	\$ 9,455.46	\$ 47,151.03
Sewer	60.1	Replace 36" Sewer in-place with 18" Sewer	95% GMP	\$ 629,491.70	\$ 48,089.51	\$ 169,962.76	\$ 847,543.97
Sewer	62.1	Abandon 21" Sewer	95% GMP	\$ 62,126.59	\$ 4,746.11	\$ 16,774.18	\$ 83,646.89
False Bay Trunk Sewer		False Bay TS - Sewer Crossings	Preliminary Estimate	\$ 1,374,450.00	\$ 105,000.00	\$ 371,101.50	\$ 1,850,551.50
						Total Sewer	\$ 3,058,726.31
Water	21.1	15" Sewer, Extend Cap Encasement over Exist Cradle (2EA)	95% GMP	\$ -	\$ -	\$ -	\$ -
Water	23.1	Replace (4) 16" Sewer Vent Pipes	95% GMP	\$ 89,335.40	\$ 6,824.71	\$ 24,120.56	\$ 120,280.66
Water	35.1	Abandon 8" Sewer	95% GMP	\$ 46,999.72	\$ 3,590.51	\$ 12,689.92	\$ 63,280.15
Water	37.2	Abandon 20" Water	95% GMP	\$ 26,866.89	\$ 2,052.47	\$ 7,254.06	\$ 36,173.43
Water	37.3	Abandon 12" Water	95% GMP	\$ 17,311.19	\$ 1,322.47	\$ 4,674.02	\$ 23,307.69
PB Pipeline Anna Avenue		12 inch Water Crossing	Preliminary Estimate	\$ 488,073.74	\$ 37,286.00	\$ 131,779.91	\$ 657,139.65
						Total Water	\$ 900,181.58
		Totals		\$ 2,940,378.01	\$ 224,627.81	\$ 793,902.06	\$ 3,958,907.88