

DUPLICATE

ORIGINAL

H146282

DISTRICT 11	COUNTY SD	ROUTE 5	POST MILE R29.1 - R30.5	PROJECT ID 1112000102	EA 0223U1
FEDERAL PARTICIPATION			OWNER'S FILE NUMBER		
FEDERAL PARTICIPATION					
On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Owner Payee Data No. VC0000102734 or Form STD 204 is attached

UTILITY AGREEMENT NO. 11-UT-33522 **DATE** APR 15 2014

The State of California acting by and through the Department of Transportation, hereinafter called "STATE" proposes to replace bridge, reconstruct interchange signal intersection add aux lanes and bike facility in San Diego from 0.4mi south of Genesee Avenue overcrossing to Sorrento Viaduct and the City of San Diego at 525 B Street, Suite 908A, San Diego, CA 92101-4502 hereinafter called "OWNER," owns and maintains a 24" POTABLE water line along Genesee Avenue within the limits of STATE'S project which requires relocation of said water line along Genesee Avenue as shown on STATE Utility sheets, U2,U3,U8,U9, and UD10-UD23. Relocation work is to be completed by State Contractor in accordance with the Construction Contract 0223U4 as shown in the work windows listed in the Special provisions to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 33522 dated 07/12/2012, STATE shall relocate OWNER's water line as shown on State's contract plans for the improvement of Interstate 5, EA 0223U4 along Genesee Avenue, which by this reference are made a part hereof. OWNER hereby acknowledges review of STATE's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. 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 STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to STATE ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facility described in Section I above will be relocated at 100% PROJECT expense. The project expense/liability is as follows:

STATE liability for relocation in kind: \$208,824.00 = 48%
\$450,091.00

OWNER liability for relocation in kind: \$241,267.00 = 52%
\$450,091.00

Installation for second potable water line: \$450,091.00 = 100%

Total Cost to OWNER: \$691,358.00

DOCUMENT NO. 308875
 FILED APR 15 2014
 OFFICE OF THE CITY CLERK
 SAN DIEGO, CALIFORNIA

Total cost to OWNER is \$691,358.00; however, all project funding will be exchanged in accordance with Cooperative Agreement No. 11-8337, Contribution Agreement No. 11-0676, and the amended Contribution Agreement No. 11-0676 A1 which includes the PUD's \$1,000,000 contribution. The amount billed to the STATE will be \$0.00.

UTILITY AGREEMENT NO. 33522

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by STATE, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to STATE's Resident Engineer for their evaluation and final disposition.

IV. PAYMENT FOR WORK

Funding for this agreement will be in accordance with Cooperative Agreement No. 11-8337, Contribution Agreement No. 11-0676, and the Amended Contribution Agreement No. 11-0676 A1, the amount billed to the STATE and the OWNER per this agreement will be \$0.00.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the STATE for the accrued depreciation or "used life" of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of December 6, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of STATE under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the STATE within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 45 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, Are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518' 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

UTILITY AGREEMENT NO.
33522

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

STATE: DEPARTMENT OF TRANSPORTATION

OWNER: CITY OF SAN DIEGO

By [Signature] Date 3/20/14
Name GREG GUTIERREZ
Title District Utility Coordinator
Right of Way

By: [Signature] Date 5/8/14
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

APPROVAL RECOMMENDED:

As to form, and legality:
JAN I GOLDSMITH, City Attorney

By [Signature] Date _____
Name GWENDOLYN DENNY
Title Utility Coordinator
Right of Way

[Signature]
Deputy City Attorney
Date: 5/12/14

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

UTILITY AGREEMENT NO. 33522

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

UTILITY COMPLETES:

T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	PROJECT ID	PHASE	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
1113	UA0033522		11	2839	11	1112000102	4	933520	13	7	054N	0.00
	UA											

PROJECT ID FUNDING VERIFIED:	
Sign>	
Print> Joey York R/W Planning and Management	Date

REVIEW/REQUEST FUNDING:	
Sign>	
Print> Gwendolyn Denny Utility Coordinator	Date

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 208,824.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
Planning and Management				Date
ITEM	CHAP	STAT	FY	AMOUNT

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds	0223U4	\$ 900,182
RW Funds	0223U9	\$ 0.00

Vendor/Customer:	VC0000102734
Address ID:	AD001

Distribution: 2 originals to R/W Accounting
1 original to Utility Owner
1 original to Utility File