

RESOLUTION NUMBER R- 305438

DATE OF FINAL PASSAGE DEC 04 2009

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING PAYMENT TO SDG&E FOR THE ELECTRIC DISTRIBUTION AND GAS RELOCATIONS FOR CARROLL CANYON ROAD EXTENSION PROJECT

WHEREAS, this project extends Carroll Canyon Road from Scranton Road to Sorrento Valley Road. In a cooperative effort with Caltrans, this project is a component of the overarching projects to construct High-Occupancy Vehicle lanes on Interstate 805 from south of Mira Mesa Boulevard to the merge with Interstate 5, and will include Direct Access Ramps from Carroll Canyon Road to the High Occupancy Vehicle lanes. By including the extension of Carroll Canyon Road as part of the Caltrans project, the City is presented with the opportunity to complete a vital roadway connection in the Sorrento Valley area which also provides regional connectivity; and

WHEREAS, this action would authorize payment to SDG&E to relocate their electric distribution and gas facilities that are in conflict with the proposed Carroll Canyon Road. Payment is required since SDG&E has prior easement rights and therefore must be reimbursed for their relocation costs; NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego that the Mayor or his designee is authorized to pay San Diego Gas & Electric [SDG&E] Company for the relocation of electric distribution facilities per Exhibit "A" letter in the amount not to exceed \$646,975 for CIP S-00841 (Legacy CIP 52-3920), Carroll Canyon Road Extension.


BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to enter into an agreement with SDG&E Company for the relocation of gas facilities per Exhibit "B" in the amount not to exceed \$415,206 for CIP S-00841 (Legacy CIP 52-392.0), Carroll Canyon Road Extension.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$856,372.81 from Fund 400169, Transnet, and \$193,667.46 from Fund 400085 Mira Mesa Facilities Benefit Assessment, and \$12,140.73 from Fund 400133, Torrey Pines Facilities Benefit Assessment, CIP S-00841 (LEGACY CIP 52-392.0), Carroll Canyon Road Extension is authorized for the purpose of relocating electric distribution facilities and gas facilities, provided the City Comptroller first furnishes a certificate demonstrating funds are available.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized, upon advice from the administering department, to return excess funds, if any, to the appropriate reserves.

BE IT FURTHER RESOLVED, that this activity is covered under I-805 Extension/Carroll Canyon Road Extension. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. In accordance with CEQA Guidelines Section 15162, this activity is adequately addressed in the above-named Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact, and no new or subsequent environmental document is needed.

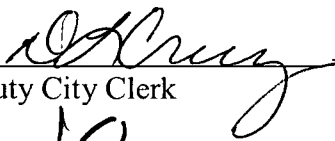
APPROVED: JAN I. GOLDSMITH, City Attorney

By   
Ryan Kohut  
Deputy City Attorney

RK:sc  
10/9/09  
10/19/09 Corr.  
CC:3000002757/3000002758  
Orig.Dept:  
R-2010-243

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of NOV 24 2009.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 12-4-09  
(date)

  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor



A  Sempra Energy utility®

San Diego Gas & Electric  
8315 Century Park Court  
San Diego, CA 92123-1548

FILE NO. PLA 580  
PROJ# 338607-060/070

July 16, 2009

Mark Koll  
Project Manager  
City of San Diego  
600 B Street, 7th Floor  
San Diego, CA 92101

Dear Mark:

Subject: **CARROLL CANYON ROAD EXTENSION- DISTRIBUTION RELOCATION**

Per your request, a cost estimate for the Carroll Canyon Road Extension project has been completed.

SDG&E will relocate the facilities for the *estimated* cost of \$646,975. The new roadway alignment will traverse SDG&E's utility easement, which contains several major overhead and underground utility structures. These charges are for undergrounding the existing overhead, 12 kV distribution system that is affected by the project. The relocation, as shown on the attached sketches, will eliminate the conflict with the proposed extension and development of Carroll Canyon Road.

The cost quoted above is a net contract price, not subject to any additional billing or refunds.

Whenever differences between the preliminary and final street improvement plans or actual construction and final plans require a revision of the work order or additional relocation work, the applicant agrees to pay all engineering fees and associated construction costs incurred by SDG&E due to such differences. Such differences may also require rescheduling of SDG&E design and construction work provided for in this agreement.

Before excavating in the vicinity of gas or underground electric facilities, please call Underground Service Alert System (USA) at 1-800-227-2600. Within 48 hours, we can indicate the location of SDG&E facilities on the job site.

It is the project applicant or landowner's responsibility to assure compliance with federal, state and local storm water regulations for construction soil disturbance activities. This includes the trenching and excavation required in conjunction with the installation of new gas and electric underground utilities.

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July 16, 2009

If your improvement plans indicate street lights, it's important that you contact the City of San Diego for their requirements prior to our final design. This will avoid costly and unnecessary delays to your project.

All costs and offers quoted in this letter shall expire at the end of the business day on October 16, 2009. If business negotiations are not completed, or if you request revised costs after that date, an engineering fee may be required. Also, please understand that SDG&E is subject to California Public Utilities Commission decisions – any changes directed by the Commission can affect the quotes.

If you cancel your request after the payment has been made, we will retain a portion of the original payment which represents SDG&E's expense of processing your request. The remaining amount, if any, will be refunded to you.

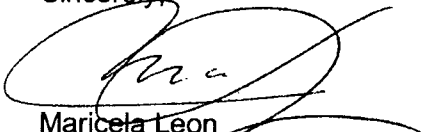
Please send your check payable to SDG&E for \$646,975 and the Customer Payment Remittance form in the enclosed envelope. **Project Management Offices can not accept payments.** All payments must be mailed to:

Customer Payment Services - CP61C  
San Diego Gas & Electric  
PO Box 129831  
San Diego, CA 92112-9831

Once all necessary easements are obtained and your check is received, the work orders can be issued to construction.

If I may be of further assistance or if you have any questions, please call me at the number listed below. Our hours are 7:00 AM - 4:00 PM, Monday through Friday.

Sincerely,



Maricela Leon  
Customer Project Planner  
Telephone: (858) 654-8339

Enclosures

R-305438

Exhibit B



### SAN DIEGO GAS & ELECTRIC COLLECTIBLE WORK AUTHORIZATION

Date Prepared 6/29/2009  
 Estimate Prepared By J. Pinney  
**Purchaser Name and Job Address**  
 Name City of San Diego  
 Address 600 B Street, 7T  
 City San Diego State CA Zip 92101  
 Phone # c/o Mark Koll (619) 533-4653

WO # 1545064  
 Work Request # N/A IO # 200400542  
 ML SD 1325 Phone # (858) 547 - 2044  
**Billing Name and Address, If Different**  
 Name City of San Diego  
 Address 600 B Street, 7T  
 City San Diego State CA Zip 92101  
 Phone # c/o Mark Koll (619) 533-4653

**Purchaser's SS#** \_\_\_\_\_  
**Purchaser requests and authorizes SDG&E Company to perform the following work:** \_\_\_\_\_  
 ( Collectible Agreement subject to cancellation if not accepted within 90 days of above date of issue )

Gas facilities relocation for Carroll Canyon Bridge Construction project

TOTAL COMPANY LABOR	TOTAL MATERIALS	TOTAL THIRD PARTY CHARGES (Including Contractor Labor)	TOTAL PAVING, PERMIT, & OTHER	SUBTOTAL	ITCCA	TOTAL ESTIMATES
\$ 75,844.00	94,325.00	245,037.00		\$ 415,206.00		415,206.00

Purchaser agrees to pay SDG&E the actual cost - the estimated amount is due and payable in advance and any additional balance within 30 days of invoice.

The estimated cost of the Work is furnished only for the convenience of the Purchaser. It is intended to reflect SDG&E's general past experience of the cost of similar work under favorable conditions. Because of unforeseen contingencies and other factors, the actual cost may be considerably higher or lower than this estimate. Therefore, the estimate is not a warranty by SDG&E of the actual cost. The actual cost shall include overhead costs contained in SDG&E's appropriate billing formula. Purchaser agrees to pay within 30 days of invoice any additional amounts whenever SDG&E determines the cost of Work completed exceeds any amounts previously paid. When labor costs exceed the estimate, SDG&E may, but is not obligated to notify Purchaser, and cease all Work until approval for the increased cost is obtained from Purchaser. If the total actual cost is less than the deposit(s), SDG&E will refund the difference (without interest). Purchaser agrees that if SDG&E brings any action to enforce the provisions of this Agreement, it shall be entitled to recover its attorney's fees and costs, in addition to any other relief to which it is entitled.

Purchaser agrees that any excavation made by Purchaser that is to be entered by SDG&E employees, agents or subcontractors shall conform to all requirements of the State of California construction safety orders, particularly the provisions of Article 6, Sections 1539 through 1547, which relate to the safe construction of trenches and excavations. Purchaser further agrees to take all reasonable care in protecting SDG&E's property from damage, including the use of procedures which will not place any undue strain on pipes during excavation and backfill or cause damage to pipe protective coatings.

Purchaser shall indemnify, defend and hold harmless SDG&E from and against any and all liability of every kind and nature for - (i) injury to or death of persons, including without limitation, employees or agents of SDG&E or of Purchaser; (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of SDG&E, Purchaser or any other person; (iii) violation of local, state or federal laws or regulations (excluding environmental laws or regulations); and (iv) including attorney's fees incurred in defending against such liability or enforcing this provision - resulting from or in any manner arising out of or in connection with the performance of the Work including the indemnity obligations imposed on SDG&E by the owner of the Job Address if other than Purchaser, by the local jurisdiction in which the Work is performed or which issues a permit for any part of the Work, excepting only those liabilities arising from the sole negligence or willful misconduct of SDG&E or its agents compared to any other person.

Purchaser shall indemnify, defend and hold SDG&E harmless from and against any and all liability (including attorney's fees incurred in defending against such liability or in enforcing this provision) arising out of or in any way connected with the violation of or compliance with any local, state or federal environmental law or regulation as a result of pre-existing conditions at the Job Address, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or non-hazardous, removed from the ground as a result of the Work ("Pre-Existing Environmental Liability"), including but not limited to liability for the costs, expenses and legal liability for the environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state or federal law or regulation, attorney's fees, disbursements, and other response costs. As between Purchaser and SDG&E, Purchaser agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Purchaser agrees that SDG&E may stop Work, terminate the Work, redesign it to a different location or take other action reasonably necessary to complete the Work without incurring any Pre-Existing Environmental Liability.

San Diego Gas & Electric Company

PURCHASER City of San Diego  
(NAME OF COMPANY)

Bret J. Lane V.P Gas Operations  
AUTHORIZED REPRESENTATIVE (PRINT) TITLE

\_\_\_\_\_  
PURCHASER OR AUTHORIZED REPRESENTATIVE (PRINT) TITLE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF PURCHASER OR AUTHORIZED REPRESENTATIVE

AGREED AND ACCEPTED : \_\_\_\_\_

AGREED AND ACCEPTED : \_\_\_\_\_

2-305438

The City of San Diego  
 COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO. 3000002757  
 2113

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$646,975.00

Vendor: SDG&E

Purpose: To authorize expenditure to SDG&E for Carroll Canyon Road Extension for the purpose of relocating electric distribution facilities. Since the multifund rule was not set up when CC3000002710 was created, this comptroller's certificate takes its place.

Date: October 19, 2009 By: Jeff Peelle Jeff Peelle  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	400169	S00841		OTHR-00000000-TR	512059	2113		S-00841.06.01.02	\$521,617.12
002	400085	S00841		OTHR-00000000-TR	512059	2113		S-00841.06.01.02	\$117,962.95
003	400133	S00841		OTHR-00000000-TR	512059	2113		S-00841.06.01.02	\$7,394.93
TOTAL AMOUNT									\$646,975.00

CC-361 (REV 7-09)

FUND OVERRIDE   
 CC 3000002757

NOV 23 2009

R- 305438

The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000002758  
 DEPT. NO.: 2113

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \_\_\_\_\_ \$415,206.00

Vendor: SDG&E

Purpose: To authorize expenditure to SDG&E for Carroll Canyon Road Extension for the purpose of relocating GAS facilities. Since the multifund rule was not set up when CC3000002711 was created, this comptroller's certificate takes its place.

Date: October 19, 2009 By: Jeff Peelle Jeff Peelle

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	400169	S00841		OTHR-00000000-TR	512059	2113		S-00841.06.01.02	\$334,755.69
002	400085	S00841		OTHR-00000000-TR	512059	2113		S-00841.06.01.02	\$75,704.51
003	400133	S00841		OTHR-00000000-TR	512059	2113		S-00841.06.01.02	\$4,745.80
TOTAL AMOUNT									\$415,206.00

CC-381 (REV 7-09)

FUND OVERRIDE

CC 3000002758

NOV 23 2009

R- 305438