

# MEMORANDUM

## DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS DATE: June 8, 2010

FROM: <sup>KD</sup> KEN GREHM / PETER KRAATZ

SUBJECT: **COOPERATIVE AGREEMENT WITH NORTH TAHOE PUBLIC UTILITY DISTRICT (NTPUD) -- UTILITY RELOCATIONS DUE TO WATER QUALITY IMPROVEMENTS FOR THE BROCKWAY EROSION CONTROL PROJECT**

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### **ACTION REQUESTED / RECOMMENDATION**

Adopt a Resolution authorizing the Director of Public Works, with County Counsel and Risk Management review and approval, to execute the attached Cooperative Agreement with North Tahoe Public Utility District (NTPUD) to perform utility work on NTPUD facilities in concert with the Brockway Erosion Control Project and authorize the Director of Public Works or his designee to execute the Cooperative Agreement and all related documents.

### **BACKGROUND / SUMMARY**

The Placer County Department of Public Works designed storm water quality and drainage improvements for the Brockway watershed. These improvements are contained in the plans and specifications for the Brockway Erosion Control Project near the state line near the Highway 28 corridor. The planned water quality improvements are supported by Tahoe Regional Planning Agency's Environmental Improvement Program (EIP), identified as EIP Project No. 732.

The storm water quality improvements that are being constructed are, at times, in unavoidable conflict with water and sewer facilities in the project area. Therefore, the NTPUD is forced to relocate utilities in the neighborhood. Combining efforts under a cooperative agreement between the County and the NTPUD for performing the utility work will expedite the water quality project schedule, reduce costs for the utility work, and minimize the disturbance along the streetscape for residents.

The agreement will allow for construction to occur under the responsibility and management of the County. The resulting construction contract for the Brockway Erosion Control Project, awarded to the low bidder, will facilitate installation of NTPUD's waterline relocation and replacement along with the County's storm water quality and drainage improvements in Brockway.

### **ENVIRONMENTAL**

A Mitigated Negative Declaration was prepared for this project and a Notice of Determination executed by the Placer County Clerk on October 4, 2010 pursuant to the provisions of CEQA.

### **FISCAL IMPACT**

The agreement at this time is based on the engineer's estimate and will be updated and executed upon award to the lowest responsive bidder. The total estimated utility costs for the relocations are \$223,510. Two-thirds of this total cost, \$151,680.92, is fully

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Cooperative Agreement with NTPUD – Brockway Erosion Control Project  
June 8, 2010

funded through a grant from the U.S. Forest Service, not to exceed \$200,000. The remaining third, \$75,829.08, and any additional cost will be funded by the NTPUD. The storm water quality improvements are completely paid for through various grants.

Attachments:

Resolution

Location Map

Copy of Final Cooperative Agreement

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE THE ATTACHED COOPERATIVE AGREEMENT WITH NORTH TAHOE PUBLIC UTILITY DISTRICT (NTPUD) TO PERFORM UTILITY WORK ON NTPUD FACILITIES IN CONCERT WITH THE BROCKWAY EROSION CONTROL PROJECT AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO EXECUTE THE COOPERATIVE AGREEMENT AND ALL RELATED DOCUMENTS.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chairman, Board of Supervisors

Attest:  
Clerk of said Board

\_\_\_\_\_

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves a cooperative agreement between the Department of Public Works and the North Tahoe Public Utility District (NTPUD) to perform utility work on NTPUD facilities in concert with the Brockway Erosion Control Project and authorizes the Director of Public Works, with County Counsel and Risk Management review and approval, or his designee to execute the cooperative agreement and all related documents.

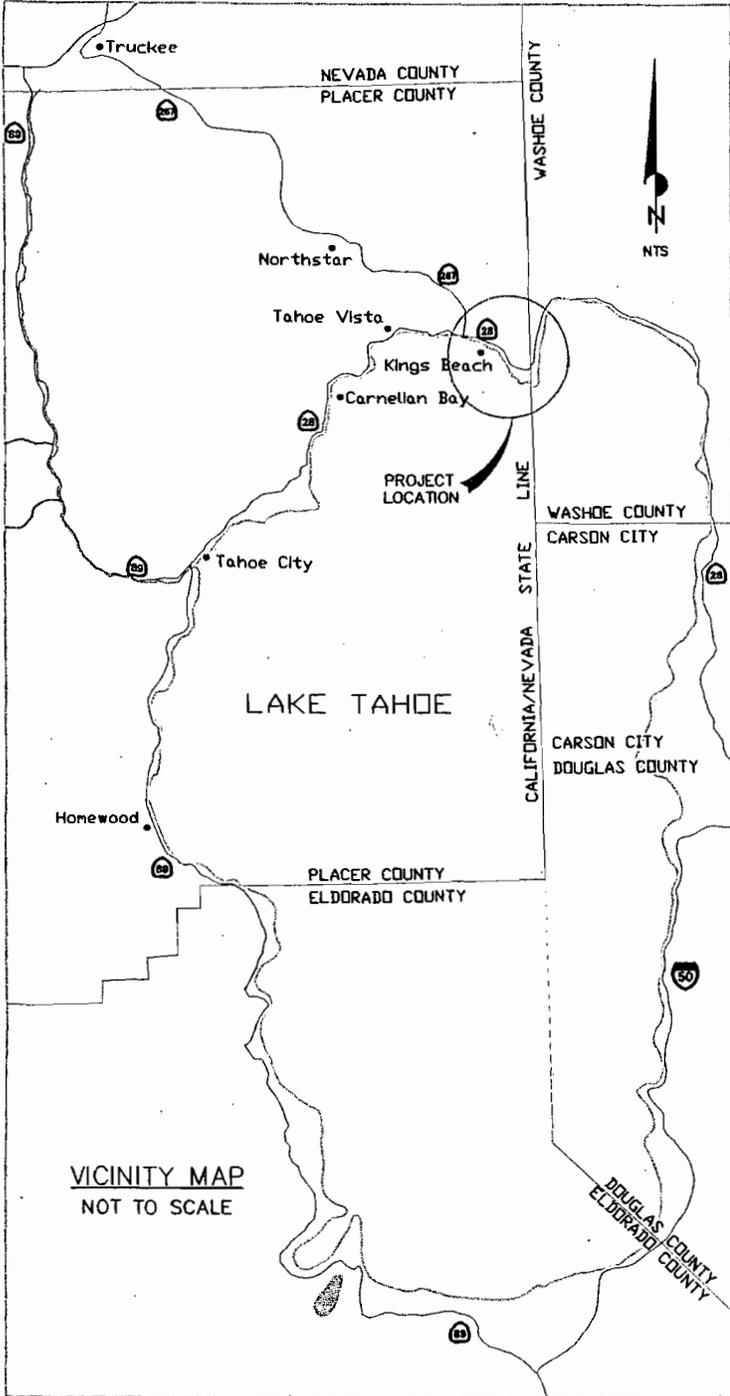
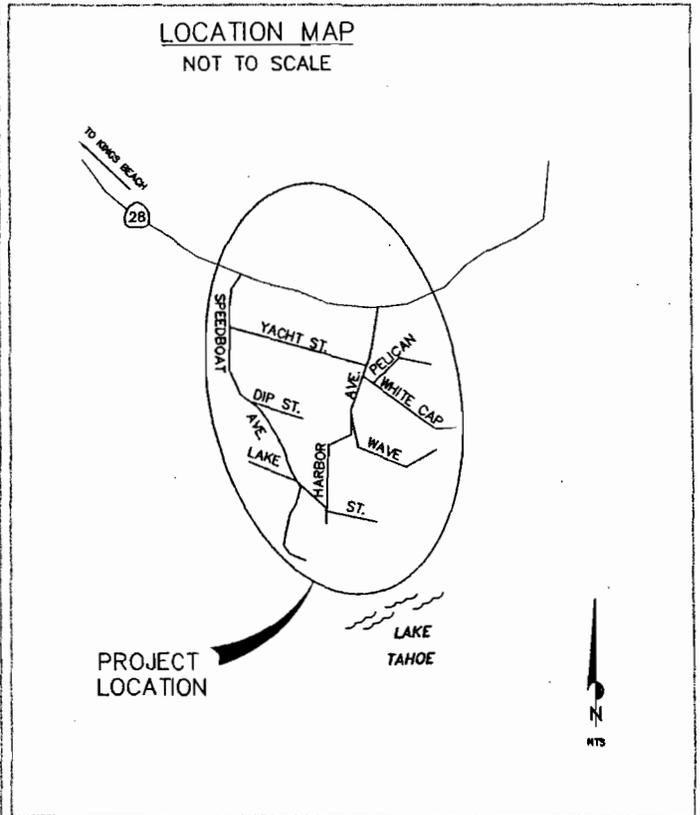


EXHIBIT B

PLACER COUNTY  
DEPARTMENT OF  
PUBLIC WORKS

BROCKWAY  
EROSION CONTROL PROJECT

VICINITY AND LOCATION MAP



COOPERATIVE AGREEMENT  
VARIOUS UTILITY RELOCATIONS DUE TO  
WATER QUALITY IMPROVEMENTS  
BROCKWAY EROSION CONTROL PROJECT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the North Tahoe Public Utility District hereinafter called DISTRICT, and the County of Placer, a political subdivision of the State of California, herein called COUNTY.

RECITALS

WHEREAS, the COUNTY is undertaking a project to construct erosion control improvements and is titled the Brockway Erosion Control Project; (Construction Contract No. 1024) herein after referred to as Project; and

WHEREAS, the COUNTY proposes to install underground and surface water quality improvements on in the Brockway Project Area; and

WHEREAS, the DISTRICT is required to relocate its utility lines within the COUNTY right-of-way; and

WHEREAS, the COUNTY and the DISTRICT agree that it would be advantageous to perform necessary utility relocation work concurrently with the erosion control project.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The COUNTY has designed, engineered, and prepared construction plans and technical specifications for the Project, and the DISTRICT has provided the required relocation designs, including specifications and estimate.
2. The COUNTY has provided the final construction plans and specifications to the DISTRICT.
3. The DISTRICT has reviewed the design plans for the relocated utility lines and associated laterals. Any revisions requested by the DISTRICT to these design documents will be made by the COUNTY to the mutual satisfaction of each agency prior for incorporation into the Project plans and specifications by the COUNTY.
4. Bids for the Project were opened on (insert date). (Insert number) bids were received by the COUNTY. The apparent low bidder is (insert contractor), with a bid of (spell out dollar amount) (\$\_\_\_\_\_). The COUNTY intends to award the contract to the low bidder at the Board of Supervisors meeting scheduled (insert date).

5. Reimbursement by the DISTRICT to the COUNTY for construction costs of the utility work will be based on the contractor's unit price of the awarded Construction Contract No.1024 inserted into Exhibit A for the items listed. Payment for all other bid items shall be the sole responsibility of the COUNTY. The maximum cost related to said utility work that the COUNTY will be responsible for is \$200,000.
6. The total list of costs associated with the utility relocations is included as Exhibit A, attached hereto and by this reference, incorporated herein. The percentage of DISTRICT and COUNTY responsibility is indicated on Exhibit A. The DISTRICT will reimburse the COUNTY for construction costs based on the contract award in accordance with the information in Exhibit A.
7. The COUNTY agrees to transfer ownership of the utility work including associated laterals, when completed, by Bill of Sale or other mutually agreed upon transfer agreement. The DISTRICT agrees to operate said facilities upon their connection to the DISTRICT's utility system. Constructed utilities will become the property of the DISTRICT upon its acceptance as described in Item Nos. 10 and 11.
8. The DISTRICT will authorize, approve, and provide to the COUNTY 90 percent (90%) of required funds for costs related to DISTRICT-requested utility replacement within thirty (30) days following the notification by the COUNTY that the contractor has been issued a Notice to Proceed.
9. The COUNTY will bill the remaining costs related to the DISTRICT-requested waterline replacement after Contractor completion of all work and the filing of the Notice of Completion. The DISTRICT shall reimburse the COUNTY said remaining costs within thirty (30) days of receipt of the COUNTY's request for reimbursement. The bill for reimbursement will include the remaining 10 percent (10%) of the funds and any additional costs associated with work required and approved by the DISTRICT during construction. Should any portion of the work be deleted during construction, costs associated with the cancelled work shall be deducted in the final reimbursement request.
10. Prior to the award of the construction contract, the COUNTY and the DISTRICT shall mutually agree on a method to coordinate inspection of the work with the DISTRICT being responsible for any special inspections, surveying, and witnessing of testing of the DISTRICT's temporary and permanent facilities.
11. Following completion of the utility work and laterals, the COUNTY shall notify the DISTRICT in writing to conduct an inspection of the new utilities to determine the suitability to return to active service. The DISTRICT shall notify the COUNTY in writing of approval of the improvements for operation and work with the COUNTY to return the utilities to service. The COUNTY shall notify the DISTRICT in writing to conduct an inspection of utility lines and the associated laterals to determine the suitability of the new facilities to be placed into regular service. The DISTRICT will notify the COUNTY in writing of approval of the utility lines and laterals for operation and/or work with the COUNTY to make corrections necessary to place

the utility in service. After activation, the DISTRICT shall be responsible for operation and maintenance of the facilities. Such activation shall not relieve the contractor of any liability or modify the contractor's guarantee.

12. The DISTRICT shall bear the responsibility for all claims by the contractor concerning DISTRICT utility-related work. The DISTRICT and COUNTY will jointly work to negotiate change orders and claims with the contractor to resolve claims related to the utility work in a timely manner, provided that neither the COUNTY nor the DISTRICT shall agree to the resolution of the disagreements without the other's approval. In the event agreement cannot be reached related to active ongoing work within 48 hours of presentation of a request for direction, change order, or claim, the COUNTY reserves the right to proceed on a force account basis. The DISTRICT will not unnecessarily delay progress of work or hold up final contract acceptance of the project during the period of closeout.

Costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from the joint project, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be apportioned between the parties hereto according to the proration of costs of the affected bid items as indicated in Exhibit A. In the event of disagreement concerning the proper apportionment of any claim resolution costs related to the affected items of work identified in Exhibit A, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

13. This agreement shall terminate one year after the project has been completed and accepted by the Placer County Board of Supervisors. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the COUNTY or the DISTRICT from enforcing any rights against, or seeking damages from, the contractor.
14. The COUNTY shall incorporate the following language within the COUNTY's construction contract with the contractor for the project:

"Contractor expressly understands and agrees that some of the work being done pursuant to this contract has been contracted by Placer County for the express benefit of the North Tahoe Public Utility District, and the contractor expressly agrees that warranties in this contract for said items may be enforced by either the Placer County or North Tahoe Public Utility District.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

PLACER COUNTY, a political  
subdivision of the State of California

NORTH TAHOE PUBLIC UTILITY  
DISTRICT, a public agency

By: \_\_\_\_\_  
Ken Grehm, Director  
Department of Public Works

By: \_\_\_\_\_  
Jon Curtis Aaron  
General Manager/CEO

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Counsel, Placer County

By: \_\_\_\_\_  
District Counsel

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

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