

MEMORANDUM

**DEPARTMENT OF PUBLIC WORKS
County of Placer**

TO: BOARD OF SUPERVISORS DATE: September 11, 2012
FROM: ^{JD} KEN GREHM / PETER KRAATZ
SUBJECT: **ALPINE MEADOWS ROAD BRIDGE REPLACEMENT PROJECT ALPINE
SPRINGS COUNTY WATER DISTRICT COOPERATIVE AGREEMENT**

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works to enter into and execute a Cooperative Agreement, with County Counsel and Risk Management review and approval, with Alpine Springs County Water District (ASCWD) in an amount not to exceed \$37,000, for the design of the Alpine Springs County Water District water line relocation as part of the Alpine Meadows Road Bridge replacement project. There is no net county cost.

BACKGROUND / SUMMARY

The Department of Public Works is currently completing the design of a federal Highway Bridge Program project which will replace the existing, structurally deficient bridge on Alpine Meadows Road over the Truckee River. The proposed project will construct a new bridge and roadway approaches to current applicable standards. The ASCWD's water line is located within County right-of-way by Utility Encroachment Permit No. 5965U (PN#7301), ASCWD is responsible for all costs required to design and construct the relocated water line. The County and ASCWD agree that it would be advantageous for the County to design the utility relocation within their bridge design contract and perform necessary utility relocation work as part of the bridge construction contract. The ASCWD will contribute \$37,000 through the Cooperative Agreement which will fund the estimated design and administrative costs associated with the utility relocation. There is no cost impact to the County for this work. The ASCWD has also agreed to pay 100 percent of the estimated construction cost of \$133,239 for the utility relocation. Public Works will return to the Board for project construction approvals after the final design is complete. At that time, estimated ASCWD utility relocation costs will be verified or adjusted depending on contractor bid prices, with an exhibit to be added to the Agreement on the final construction cost amount to be paid by ASCWD.

ENVIRONMENTAL

A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and adopted by the Placer County Board of Supervisors on March 8, 2011. The NEPA Categorical Exclusion Compliance for this project was approved on March 10, 2011.

FISCAL IMPACT

The total cost for the utility relocation design work is \$37,000. The ASCWD will contribute \$37,000 through this cooperative agreement which will fund the design and administration costs. The effort and corresponding revenue is represented in the Department's FY 2012-13 Budget.

Attachments: Resolution; Location Map; Copy of 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 ENTER
INTO AND EXECUTE A COOPERATIVE
AGREEMENT WITH ALPINE SPRINGS COUNTY
WATER DISTRICT FOR THE ALPINE SPRINGS
COUNTY WATER DISTRICT WATER LINE
RELOCATION AS PART OF THE ALPINE
MEADOWS ROAD BRIDGE REPLACEMENT
PROJECT

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:

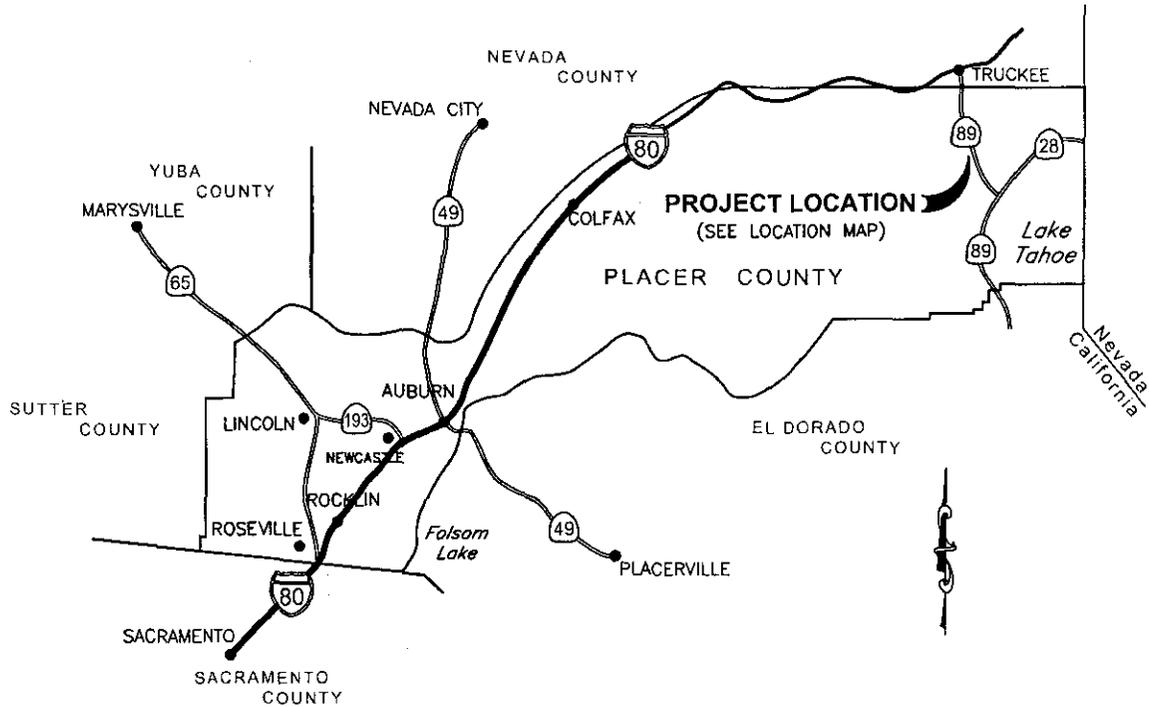
Signed and approved by me after its passage.

Chair, Board Of Supervisors

Attest:
Clerk of said Board

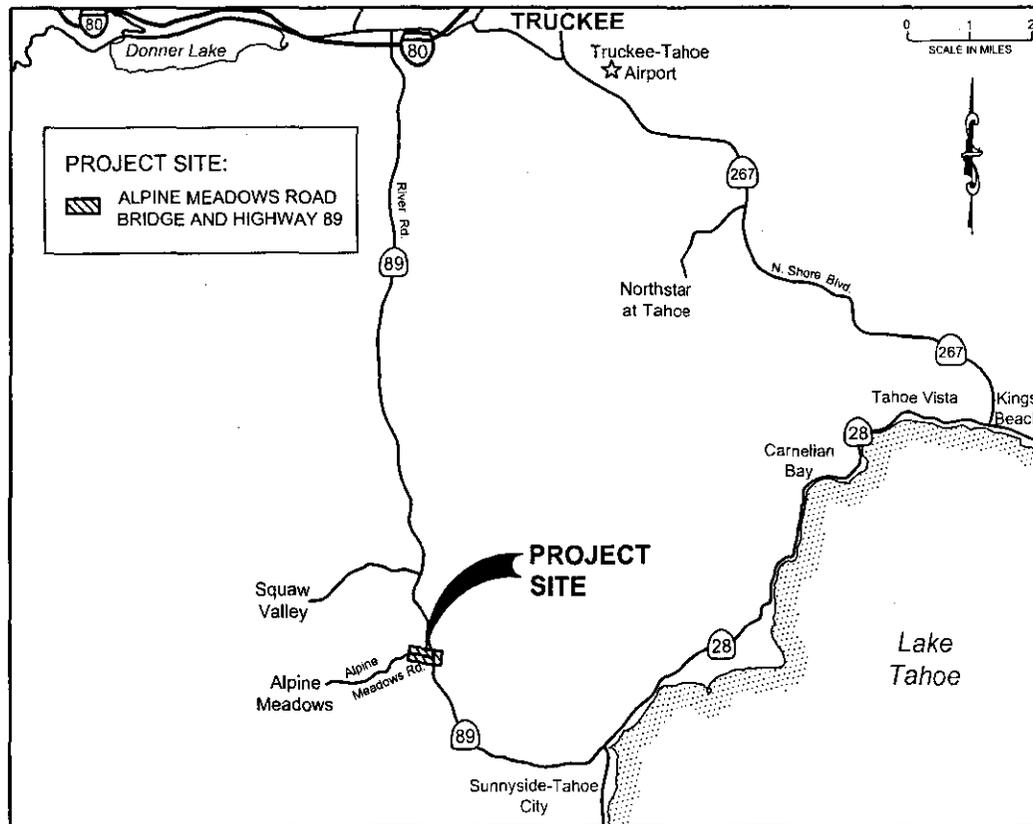
BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes the Director of Public Works to enter into and execute a Cooperative Agreement, with County Counsel and Risk Management review and approval, with Alpine Springs County Water District in an amount not to exceed \$37,000 for the design of the Alpine Springs County District water line relocation as part of the Alpine Meadows Road Bridge replacement project.

ALPINE MEADOWS ROAD BRIDGE REPLACEMENT PROJECT



VICINITY MAP

Not to Scale



LOCATION MAP

Scale as Shown

COOPERATIVE AGREEMENT
WATER LINE UTILITY RELOCATIONS DUE TO
ALPINE MEADOWS ROAD BRIDGE REPLACEMENT PROJECT

This cooperative agreement ("Agreement") is made and entered into this _____ day of _____, 2012 between the Alpine Springs County Water 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 a new bridge on Alpine Meadows Road over the Truckee River, known as the Alpine Meadows Road Bridge Replacement Project; (PC No 1024) hereinafter referred to as "Project"; and

WHEREAS, the COUNTY proposes to replace the existing bridge on Alpine Meadows road over the Truckee River and construct a temporary bridge during construction; and

WHEREAS, the DISTRICT's waterline is in conflict with the Project; and

WHEREAS, the DISTRICT is required to relocate its utility lines within the COUNTY right-of-way off the existing bridge onto the temporary bridge during construction, and then to permanently install the utility lines onto the new bridge; and

WHEREAS, the DISTRICT's water line is located within COUNTY right-of-way by encroachment permit number 5965U (PN # 7301) and the DISTRICT is responsible for all costs required to design and construct the relocated water line; and

WHEREAS, the COUNTY and the DISTRICT agree that it would be advantageous for the COUNTY to design the utility relocation as part of the bridge design contract and perform necessary utility relocation work as part of the bridge construction contract; and

WHEREAS, construction for the Project is scheduled to start in May 2013;

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

1. The COUNTY will design, engineer, and prepare construction plans and technical specifications for the Project including the DISTRICT's utility design/relocation, and the DISTRICT will review and approve the design plans for the relocated utilities.
2. The District is 100% responsible for the design costs of the utility relocation. The DISTRICT shall reimburse the COUNTY for design of the utility relocation work in the sum of THIRTY SEVEN THOUSAND DOLLARS AND 00/100 (\$37,000). The COUNTY shall not be reimbursed for any additional expenses incurred unless prior

written approval is given by the DISTRICT through a fully executed written amendment. The COUNTY shall not undertake any such work without prior written approval of the DISTRICT.

3. The DISTRICT will review 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. The DISTRICT shall pay the entire actual cost of the utility relocation work included in the COUNTY's bridge construction contract, compiled on the basis of the actual bid price of the contract including contract change orders and overruns directly related to the utility relocation items. The COUNTY shall provide the DISTRICT with documentation for all claimed utility relocation costs. The estimated cost to the DISTRICT for the work being performed by the COUNTY highway contractor is ONE HUNDRED THIRTY THREE THOUSAND TWO HUNDRED THIRTY NINE DOLLARS AND 00/100 (\$133,239).
5. A total list of costs associated with the utility relocations will be provided as an Exhibit to the district. The DISTRICT will reimburse the COUNTY for construction costs based on the contract award in accordance with the information in the Exhibit.
6. 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 of the final utility relocation work.
7. 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 forty five (45) days following the notification by the COUNTY that the contractor has been issued a Notice to Proceed.
8. 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.
9. 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.

10. Following completion of the utility work, 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.
11. 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 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.

12. 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.
13. The COUNTY shall incorporate the following language within the COUNTY's construction contract and design contract 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 Alpine Springs County Water District, and the contractor expressly agrees that warranties in this contract for said items may be enforced by either Placer County or Alpine Springs County Water District.”

14. Upon completion of the work to be done by COUNTY in accordance with the above-mentioned plans and specifications, the new facilities shall become the property of DISTRICT, and DISTRICT shall have the same rights in the new location that it had in the old location. The COUNTY shall modify the DISTRICT's existing encroachment permit as necessary to reflect the change in location.
15. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
16. This Agreement contains the entire understanding of the COUNTY and the DISTRICT with respect to the Project, and supersedes all prior negotiations, understandings, and agreements. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both the COUNTY and the DISTRICT.
17. By executing this Agreement, each signatory warrants and represents that he or she has been authorized to execute this Agreement and bind his or her employer, and that the signatory's employer has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement.

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

Alpine Springs County Water District

By: _____
Ken Grehm, Director
Department of Public Works

By: _____
John M. Collins, P.E.
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

By: _____
District Counsel

Date: _____

Date: _____