

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS
FROM: KEN GREHM / JEFF APPS

DATE: July 12, 2011

SUBJECT: HORSESHOE BAR ROAD IMPROVEMENTS IN THE VICINITY OF VISTA DRIVE – WATER MAIN REMOVAL AND REPLACEMENT AGREEMENT

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Chairman of the Board to execute the Construction Cooperative Agreement for the Horseshoe Bar Road Improvements between Placer County Water Agency (PCWA) and Placer County, with County Counsel and Risk Management's review and approval. PCWA will be responsible for the construction cost of the water main replacement and funding for the remaining road construction will come from County Traffic Impact Fees included in the 2011/2012 Fiscal Year Budget.

BACKGROUND / SUMMARY

The Department of Public Works (DPW) is proposing to do road improvements along Horseshoe Bar Road that would improve sight distance in the vicinity of Vista Drive. The project will reduce traffic accidents and delays for motorists entering Horseshoe Bar Road from Vista Drive.

Placer County owns prior rights to Horseshoe Bar Road. Currently PCWA has a 12" waterline that runs underneath Horseshoe Bar Road. As part of the road improvement project, the removal and replacement of PCWA's 12" diameter waterline would need to be accomplished since the roadway will be lowered. Having the County Project relocate the water main during road construction is most cost effective and minimizes inconvenience to the travelling public. To relocate the water main, a Cooperative Agreement was prepared and reviewed for this project by PCWA, Public Works, County Counsel and Risk Management. PCWA Board of Directors approved the Cooperative Agreement on July 7, 2011. The Agreement outlines the responsibilities of each signee and PCWA's financial obligation, including the County's guarantee/warranty.

ENVIRONMENTAL

A Notice of Exemption was filed on August 23, 2007.

FISCAL IMPACT

The total construction cost for the relocation is \$67,320.00. PCWA will be responsible for the total construction costs of the water main replacement. The overall project is estimated to cost \$270,000 and funding will come from County Traffic Impact Fee and is included in the 2011/2012 Fiscal Year Budget.

Attachments: Resolution
Copy of PCWA Cooperative Agreement with Exhibits A and B

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

In the matter of: A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH PLACER COUNTY WATER AGENCY, AUTHORIZING THE CHAIRMAN OF THE BOARD TO APPROVE AND SIGN THE CONSTRUCTION COOPERATIVE AGREEMENT, WITH COUNTY COUNSEL & RISK MANGEMENT'S REVIEW & APPROVAL, FOR THE REMOVAL AND REPLACEMENT OF PCWA WATERLINE FOR THE HORSESHOE BAR ROAD AT THE VICINITY OF VISTA DRIVE 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.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Department of Public Works to enter into a Cooperative Agreement with Placer County Water Agency and authorizes the Chairman of the Board to sign and approve the Cooperative Agreement, with County Counsel and Risk Management's review and approval, with Placer County Water Agency for the Removal and Replacement of Waterline.

FACILITIES AGREEMENT NO. 2490
CONSTRUCTION COOPERATION AND REIMBURSEMENT
AGREEMENT

PLACER COUNTY WATER AGENCY – COUNTY OF PLACER
HORSESHOE BAR ROAD IMPROVEMENTS IN THE VICINITY OF VISTA DRIVE
WATER LINE RELOCATION

This agreement, by and between the PLACER COUNTY WATER AGENCY, hereinafter called “AGENCY”, and the COUNTY OF PLACER, a political subdivision of the State of California, herein called “COUNTY”, shall be effective on the later of the dates executed by both the AGENCY and the COUNTY.

RECITALS

WHEREAS, the COUNTY is undertaking a roadway improvement project on Horseshoe Bar Road in the vicinity of Vista Drive, hereinafter referred to as “Project,” as shown on Exhibit “A” attached hereto and incorporated herein by reference and on a set of plans entitled “Project Plans for Construction of Roadway Improvements at Horseshoe Bar Road in the Vicinity of Vista Drive in Placer County”, prepared by PSOMAS, 1075 Creekside Ridge Drive, Suite 200, Roseville, CA 95678; and

WHEREAS, the Project will require the relocation of AGENCY Facilities and it has been determined that the COUNTY has prior rights and that the AGENCY shall bear the responsibility of the relocation; and

WHEREAS, the COUNTY and the AGENCY agree that it would be advantageous to relocate the AGENCY’s facilities concurrently with the Project; and

WHEREAS, the Project will require the relocation of approximately 300 linear feet of 12-inch pipe, one (1) AVR, and associated appurtenances, which will be described more fully in the plans to be prepared by the COUNTY, and which are hereinafter referred to as the “AGENCY Facilities”;

and

WHEREAS, the COUNTY intends to engage a qualified contractor and has agreed to bear all expense to furnish and install the AGENCY Facilities as required and shall be reimbursed for construction of such AGENCY Facilities as described in Paragraphs 3, 7, 8, and 9 below and Exhibit B attached hereto; and

WHEREAS, the AGENCY is willing to accept the AGENCY Facilities in accordance with the provisions of this Agreement, the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings.

AGREEMENT

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

1. The COUNTY will expand the scope of the Project to include the relocation of the AGENCY Facilities. The COUNTY will incorporate the appropriate plans and technical specifications for the AGENCY Facilities into the Project plans and specifications in a form mutually acceptable to the COUNTY and the AGENCY.

2. The COUNTY will prepare and provide the construction documents (plans and specifications) to the AGENCY such that the AGENCY can use these documents as a basis for reviewing and approving the material and appurtenances required for the AGENCY Facilities before the COUNTY issues the construction documents for the Project for bids. Upon completion of the Project, the COUNTY will provide as-built plans to the AGENCY.

3. The parties agree and acknowledge that the COUNTY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor constructing the AGENCY Facilities, meet the AGENCY's and COUNTY's minimum requirements for installation of water facilities,

including possessing and maintaining a California State Class A or C-34 Contractor's License. COUNTY shall be the lead agency for the Project and will manage the construction contract and be responsible for all payments to the contractor. The AGENCY will reimburse the COUNTY for costs paid to the contractor to relocate the AGENCY Facilities in accordance with this Agreement. The procedure for such reimbursement shall be as described in Paragraph 9 below. The AGENCY will also reimburse the COUNTY a portion of the costs of preparing the bid documents to incorporate the water line relocation, in accordance with Paragraph 7 below. The AGENCY will also reimburse the COUNTY for a portion of contract administration costs, in accordance with Paragraph 8 below. The total reimbursement to the COUNTY shall not exceed \$67,320 (Line C of Exhibit B). Upon award of the construction contract, the AGENCY and the COUNTY may agree to revise Exhibit B if the "Total Reimbursement Not to Exceed" (Line C of Exhibit B) is determined to be insufficient for the awarded bid, and the AGENCY will reimburse the COUNTY for construction costs based on the award in accordance with the revised not to exceed limit of the revised Exhibit B.

4. The COUNTY shall provide contract administration, inspection and construction management for the Project, and shall, at its own expense, pay any charges for any consultant it has retained or may retain for any design or testing services in connection with the Project. The AGENCY shall, at its own expense, provide its own inspection and testing services for the relocation of the AGENCY Facilities as part of the Project.

5. The COUNTY and the AGENCY shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the AGENCY Facilities.

6. During construction of the AGENCY Facilities, the AGENCY shall determine whether construction of the AGENCY Facilities is satisfactorily performed in accordance with the construction

contract and AGENCY requirements and shall notify the COUNTY in writing of approval and acceptance of the completed AGENCY Facilities. AGENCY shall coordinate with the COUNTY to bring the completed AGENCY Facilities into service. After AGENCY acceptance of the completed AGENCY Facilities, the AGENCY shall own and be responsible for the operation and maintenance of the completed AGENCY Facilities pursuant to any encroachment permits obtained from the COUNTY at the time of construction of the Project. Such acceptance of the completed work shall not relieve the contractor of any liability or modify the contractor's guarantee.

7. In full reimbursement of its share of the COUNTY's costs of preparing the bid documents and issuing the Project for bids, AGENCY shall pay the COUNTY:

The actual costs paid by the COUNTY to its design consultant for the incorporation of the relocation of the AGENCY Facilities into the project plans and specifications, plus a markup of five percent (5%) on such costs. A proposal of scope and cost for these services shall be received and approved by the AGENCY prior to commencing work. Payment shall be made by the AGENCY within thirty (30) days after receipt of an invoice therefor from the COUNTY.

8. In full reimbursement of its share of the COUNTY's costs of providing contract administration for the Project, AGENCY shall pay the COUNTY a markup of five percent (5%) of those amounts which, under Paragraph 9 herein below, AGENCY is responsible to pay the COUNTY as reimbursement for costs paid to the COUNTY's contractor to relocate the AGENCY Facilities.

9. The AGENCY shall reimburse the County for costs paid to the COUNTY's contractor to relocate the AGENCY Facilities in accordance with the following procedure:

- A. Prior to the COUNTY's issuance of the construction documents for the Project for bids, the AGENCY and the COUNTY shall agree on the unit price line items to be included in the bid schedule for the AGENCY Facilities. The COUNTY shall require the contractor to submit with each monthly payment application an

itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the AGENCY Facilities line items, COUNTY may submit an invoice to AGENCY for reimbursement hereunder of the amounts paid. AGENCY shall pay said invoice within thirty (30) days of receipt.

B. The AGENCY shall be responsible to reimburse COUNTY for all payments to the contractor for approved change orders for extra work performed on the AGENCY Facilities. COUNTY will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The AGENCY and COUNTY will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the AGENCY Facilities in a timely manner, provided that neither the COUNTY nor the AGENCY shall agree to the resolution of any such change order request or claim without the other's approval. In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the COUNTY shall have the right to direct the contractor to proceed on a force account basis.

10. The AGENCY will not unnecessarily delay progress of work or hold up final contract acceptance of the Project during the period of closeout. The AGENCY shall bear no responsibility for contractor or COUNTY caused delays on work other than those directly related to only the AGENCY Facilities. The AGENCY shall have no obligation under this Agreement to make any direct payment to the COUNTY's contractor or to any subcontractor (of any tier) or material supplier or equipment supplier for materials, equipment or labor supplied on the Project.

11. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts

of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.

12. Except as otherwise provided by Paragraph 13, costs incurred by either party arising from third-party claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the AGENCY Facilities only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the AGENCY's responsibility. Except as otherwise provided by Paragraph 13, costs incurred by either party arising from third-party claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of any portion of the Project other than AGENCY Facilities, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the COUNTY's responsibility. In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, 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. INDEMNITY

- A. AGENCY agrees to save harmless and indemnify COUNTY from any liability, claim or demand which may be made by any person resulting from the negligence of AGENCY in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against COUNTY resulting from such negligence of AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of COUNTY in its performance of the terms of this Agreement.
- B. The COUNTY agrees to save harmless and indemnify AGENCY from any liability,

claim or demand which may be made by any person resulting from the negligence of COUNTY in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against AGENCY resulting from such negligence of COUNTY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of AGENCY in its performance of the terms of this Agreement.

- C. It is agreed that AGENCY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability and One Million Dollars (\$1,000,000) workers' compensation.

14. INSURANCE: COUNTY shall require its Contractor to maintain in full force and effect, throughout its performance of the Project, the policies of insurance (including endorsements) as described in this Paragraph. All policies shall be issued by carriers with a Best's Rating of no less than A-VII. The Contractor shall be required to file, with the COUNTY and AGENCY, prior to commencement of the Project, a Certificate of Insurance evidencing such coverage.

A. WORKERS COMPENSATION AND EMPLOYEE LIABILITY INSURANCE

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million

dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. GENERAL LIABILITY INSURANCE

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (a) Products and completed operations;
- (b) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (c) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable,

shall apply separately to CONTRACTOR'S work under the Contract.

2. One of the following forms is required:

- (a) Comprehensive General Liability;
- (b) Commercial General Liability (Occurrence); or
- (c) Commercial General Liability (Claims Made).

3. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- (a) One million dollars (\$1,000,000) each occurrence
- (b) Two million dollars (\$2,000,000) aggregate

4. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (a) The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence
(combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate

(b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made)

policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (a) The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- (b) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County of Placer and Placer County Water Agency, their officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

2. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer and Placer County Water Agency with respect to any insurance or self-insurance programs maintained by the County of Placer and Placer County Water Agency and no insurance held or owned by the County of Placer or Placer County Water Agency shall

be called upon to contribute to a loss."

3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

15. MAINTENANCE GUARANTEE: After completion of work and before acceptance of the AGENCY Facilities by the AGENCY, a Maintenance Bond in the amount of 50% of the estimated cost of the AGENCY Facilities shall be provided by the COUNTY or the COUNTY's Contractor. The estimated cost of the AGENCY Facilities is \$51,000. A cash deposit in an amount adequate to cover such guarantee may be provided. Such maintenance guarantee shall remain good for a period of one (1) year after acceptance by the AGENCY of the AGENCY Facilities.

16. WARRANTIES AND REPAIRS: The COUNTY hereby agrees that the AGENCY may enforce all warranties provided by COUNTY's contractor with respect to AGENCY Facilities, and the COUNTY shall require its contractor to provide a warranty against any defects in materials or workmanship in the installed AGENCY Facilities for a period of one year following final acceptance of the Project. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the COUNTY hereby stipulates and agrees that such guarantee or warranty shall inure to the benefit of the AGENCY for such longer period.

17. This Agreement shall terminate after the AGENCY Facilities have been completed and accepted by the AGENCY and final payment has been made to the COUNTY. However, such

termination shall not relieve either party of its indemnity obligations under Paragraphs 12 or 13, nor shall such termination relieve the Contractor of any liability or modify contractor's guarantee or prohibit either the COUNTY or the AGENCY from enforcing any rights against, or seeking damages from the Contractor.

18. This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the dates executed by both the AGENCY and the COUNTY below.

Approved as to form:

COUNTY COUNSEL
Date: _____

Approved as to procedure

By _____
Ken Grehm, Director
Department of Public Works

Date: _____

"COUNTY"
COUNTY OF PLACER,
A Political Subdivision of
the State of California

By _____
Chairman
Board of Supervisors

Date: _____

"AGENCY"
PLACER COUNTY WATER AGENCY

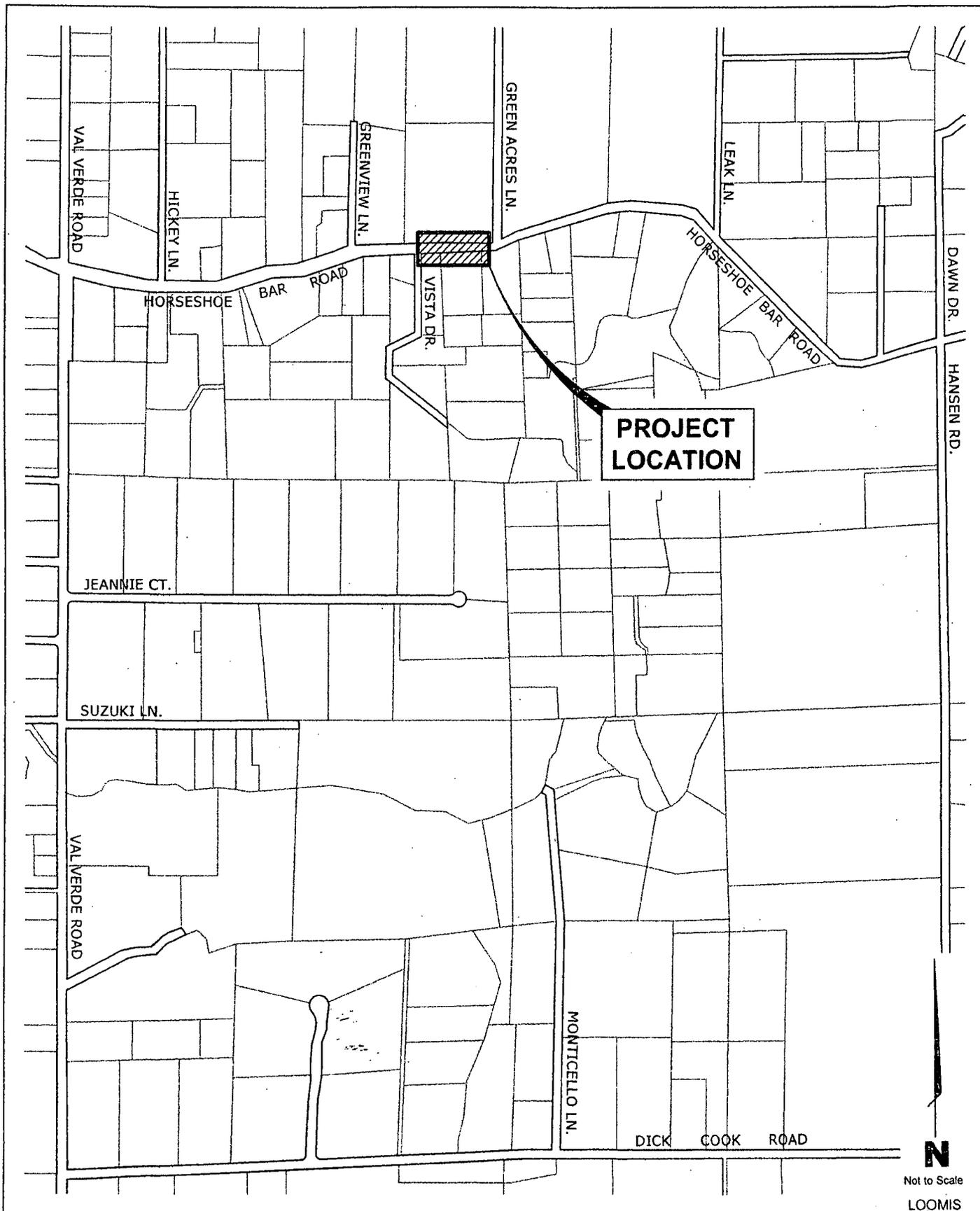
By _____
CHAIR, BOARD OF DIRECTORS

Date: _____

ATTEST

Clerk to the Board

EXHIBIT "A"



HORSESHOE BAR ROAD IMPROVEMENTS IN THE VICINITY OF VISTA DRIVE
WATER LINE RELOCATION

480

EXHIBIT B

**PLACER COUNTY WATER AGENCY - COUNTY OF PLACER
Horseshoe Bar Road Improvements in the Vicinity of Vista Drive
Water Line Relocation**

COST ESTIMATE

Item No.	Item Description	Unit	Qty	Unit Cost	Total
1	Abandon & Remove Water Line	LF	300	\$ 10	\$ 3,000
2	Furnish & Install 12" Water Line	LF	300	\$ 120	\$ 36,000
3	Furnish & Install 1" AVR	Ea	1	\$ 3,500	\$ 3,500
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
	Subtotal				\$ 42,500
	Contingency			20%	\$ 8,500
A	Total Estimated Direct Costs				\$ 51,000
	Bid Preparation			5%	\$ 2,550
	County Construction Management			5%	\$ 2,550
B	TOTAL ESTIMATED PROJECT COSTS				\$ 56,100
C	TOTAL REIMBURSEMENT NOT TO EXCEED (Includes additional 20% Contingency)				\$ 67,320

484

