

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: January 12, 2010

FROM:  KEN GREHM / PETER KRAATZ

SUBJECT: APPROVAL OF AGREEMENT FOR KINGS BEACH WATER QUALITY IMPROVEMENT PROJECT-PHASE 1 (FOX CLEAN WATER PIPE) BETWEEN PLACER COUNTY AND NORTH TAHOE PUBLIC UTILITY DISTRICT RELATING TO WATERLINE RELOCATION

ACTION REQUESTED / RECOMMENDATION

Adopt a resolution approving, with County Counsel and Risk Management review and approval, a cooperative agreement between the Department of Public Works and the North Tahoe Public Utility District (NTPUD) to perform utility work on a NTPUD waterline in concert with the Kings Beach Water Quality Improvement Project-Phase 1 (Fox Clean Water Pipe) relating to waterline relocation along Fox Street; and authorize the Director of Public Works or his designee to execute the cooperative agreement and all related documents.

BACKGROUND / SUMMARY

The Kings Beach Water Quality Improvement Project-Phase 1 (Fox Clean Water Pipe) is located on the north shore of Lake Tahoe within the community of Kings Beach, mostly along Fox Street. The proposed construction will include storm drainage pipe installation, storm drainage manhole installation, sediment trap construction, drainage inlet construction, porous concrete, concrete curb and gutter construction, rock lined channel construction, revegetation, temporary erosion control, and traffic control. During project design it was determined that our proposed storm drain pipe was in direct conflict with a NTPUD waterline along Fox Street. The attached agreement specifies how this work will be performed by our selected contractor. The estimated total cost for the waterline relocation is \$101,035.00. The project is identified in the Tahoe Regional Planning Agency Environmental Improvement Program (EIP) as Project EIP No. 15 and 10060.

ENVIRONMENTAL

The County prepared a Mitigated Negative Declaration (MND) pursuant to the requirements of the California Environmental Quality Act (CEQA) and the Placer County Environmental Review Ordinance. The MND (EIAQ - 3350) was approved by the Board of Supervisors on December 9, 2008.

FISCAL IMPACT

The Kings Beach Watershed Improvement Project (WIP) Project is estimated to cost over \$25 million and to be constructed in phases over the next ten years as funding is secured. The Fox Clean Water Pipe Project is the first phase of the Water Quality Improvement Project and is estimated to cost \$2.3 million to construct. Additional costs

for the Phase 1 Water Quality Improvement Project include design, permitting, administration, and construction management totaling \$700,000. The project is fully funded through American Recovery and Reinvestment Act (ARRA) funds including the NTPUD waterline relocation cost estimated at a total of \$101,035. Funding for the construction of this project was not included in the 2009-10 Fiscal Year Budget. An increase in the County fiscal budget was approved by your Board on December 8, 2009 in the amount of \$3,000,000 in order to award this construction contract for the project.

Attachments:

Resolution

Location Map

Final Copy of Cooperative Agreement

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

In the matter of: A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS AND THE NORTH TAHOE PUBLIC UTILITY DISTRICT FOR WATERLINE UTILITY WORK IN CONCERT WITH THE KINGS BEACH WATER QUALITY IMPROVEMENT PROJECT-PHASE 1 (FOX CLEAN WATER PIPE); 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, with County Counsel and Risk Management Review and Approval a cooperative agreement between the Department of Public Works and the North Tahoe Public Utility District for waterline utility work in concert with the Kings Beach Water Quality Improvement Project-Phase 1 (Fox Clean Water Pipe); and authorizes the Director of Public Works or his designee to execute the cooperative agreement and all related documents.

Exhibit B-1

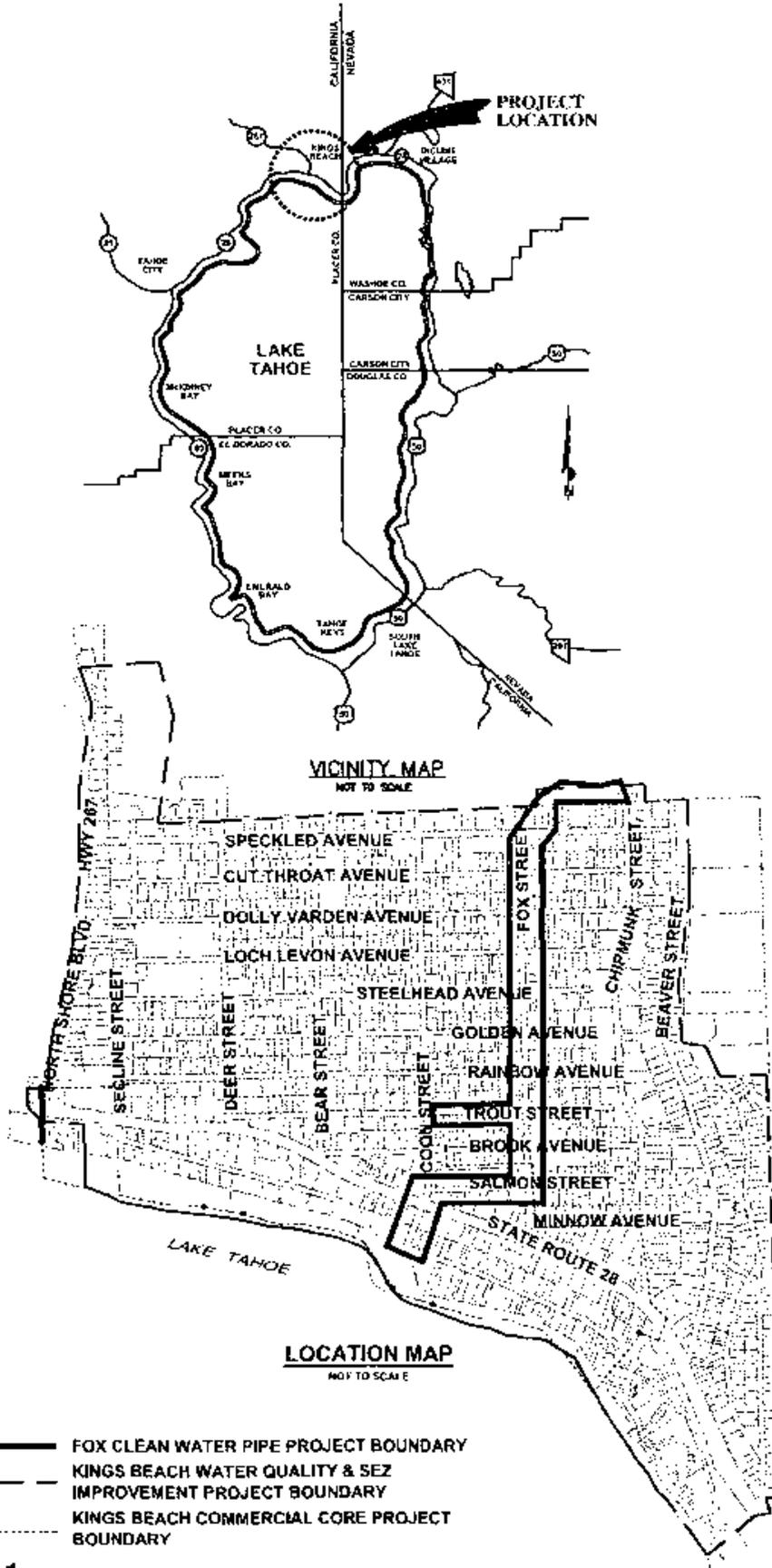


Exhibit B-1
VICINITY AND LOCATION MAP

AGREEMENT
BETWEEN PLACER COUNTY AND NORTH TAHOE PUBLIC UTILITY DISTRICT
RELATING TO WATER LINE RELOCATION IN FOX STREET

This Agreement is made and entered into this _____ day of _____, 2010 between the COUNTY OF PLACER, a political subdivision of the State of California, herein called "COUNTY", and the NORTH TAHOE PUBLIC UTILITY DISTRICT hereinafter called "DISTRICT".

RECITALS

WHEREAS, the COUNTY is undertaking a project known as the Kings Beach Water Quality Improvement Project-Phase 1 (Fox Clean Water Pipe), herein after referred to as "the Project"; and

WHEREAS, the Project will require the relocation of an existing DISTRICT water line located in Fox Street; and

WHEREAS, the COUNTY has obtained grant funds, a portion of which may be dedicated to relocate the water line based on a mutually agreed upon water line relocation budget; and

WHEREAS, the COUNTY and the DISTRICT are entering into this Agreement to facilitate the COUNTY's relocation of the water line as part of the Project.

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

1. The DISTRICT hereby provides the COUNTY with full authorization and authority to construct the relocated water line on behalf of the DISTRICT in accordance with plans and specifications as approved by the DISTRICT.
2. The COUNTY has completed the design and permitting for the construction of that portion of the DISTRICT's existing waterline that needs to be relocated along Fox Street. The costs of such design are being paid with the grant funding. The COUNTY has included the relocation of the DISTRICT water line according to the design as approved by the DISTRICT as Bid Items No. 48 thru 53 in the construction contract for the Project, and agrees to accomplish said relocation as part of the Project, with no reimbursement by the DISTRICT, provided the cost thereof does not exceed NINETY-ONE THOUSAND, EIGHT HUNDRED FIFTY DOLLARS (\$91,850), plus a construction contingency of ten percent (10%) of approved construction change orders related to the waterline relocation, for a total cost of ONE HUNDRED ONE THOUSAND, THIRTY-FIVE DOLLARS (\$101,035). The DISTRICT shall reimburse the COUNTY for all costs in the event Construction Change Orders result in the actual costs in excess of ONE HUNDRED ONE THOUSAND, THIRTY-FIVE DOLLARS (\$101,035), upon request of the COUNTY.

3. The COUNTY will provide general inspection for the Project and the DISTRICT will provide specific inspection required for the water line and sanitary sewer line relocation to meet all DISTRICT regulations. Inspection efforts by both parties will be at the individual responsibility of the DISTRICT and COUNTY and no inspection costs will be invoiced by either party to the other for its own inspection efforts.
4. Following completion of the new water line and laterals, the COUNTY shall notify the DISTRICT in writing to conduct an inspection and testing of the water line, 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 water line and laterals for operation and/or work with the COUNTY to make corrections necessary to place the water line in service. After activation of the new water line, 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. The COUNTY agrees to transfer ownership of the new water line and associated laterals, when completed and approved, to the DISTRICT by Bill of Sale or other mutually agreed upon transfer agreement.
5. 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.
6. 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 Placer County or the North Tahoe Public Utility District."

"Furthermore, since 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, the Contractor shall name the North Tahoe Public Utility District as an additional insured with respect to all insurance provided Placer County under this contract and shall provide certificates of such insurance to the North Tahoe Public Utility District upon request, and the Contractor expressly agrees that all indemnifications and hold harmless protection given Placer County under this contract shall also be applicable to and for the benefit of the North Tahoe Public Utility District."

7. This document represents the entire agreement between the parties. Any changes must be agreed upon in writing by both parties.

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

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
County Counsel, Placer County

By: _____
District Counsel

Date: _____

Date: _____

