

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS
FROM: KEN GREHM / PETER KRAATZ

DATE: June 7, 2011

SUBJECT: **COOPERATIVE AGREEMENT WITH TAHOE CITY PUBLIC UTILITY DISTRICT (TCPUD), WATERLINE/UTILITY IMPROVEMENT**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving a Cooperative Agreement between the Department of Public Works and the Tahoe City Public Utility District (TCPUD) for utility work in concert with the Tahoe City Residential Water Quality Improvement Project which will construct water quality improvements in the Tahoe City residential subdivision; and authorize the Director of Public Works or his designee to execute the Cooperative Agreement and all related documents. The construction estimate for all utility work associated with the project is \$171,204.01.

BACKGROUND / SUMMARY

The Placer County Department of Public Works designed general erosion control improvements for the Tahoe State Park and Truckee River watersheds. These improvements are contained in the plans and specifications for the Tahoe City Residential Water Quality Improvement Project located along the north shore of Lake Tahoe and includes the urbanized area from Fairway Drive east to Jackpine Street in Tahoe City (see attached location map). The planned water quality improvements are supported by Tahoe Regional Planning Agency's Environmental Improvement Program (EIP) identified as EIP Project No. 254. Construction will begin in July 2011.

The project includes source control, curb and gutter, slot drains, and culverts to convey storm water runoff, sediment removal/infiltration structures to provide treatment of storm water runoff; and associated revegetation. The project requires relocation of approximately 565 linear feet of utilities on Grove Street, Pioneer Way, Red Cedar Street, Jackpine Street, Tahoe Street and Bliss Court. Combining efforts under a cooperative agreement between the County and the TCPUD 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 Tahoe City Residential Water Quality Improvement Project will be awarded to the low bidder, who will facilitate relocation of TCPUD's stated utilities along with the County's storm water quality and drainage improvements within the Tahoe City residential subdivision.

ENVIRONMENTAL

A Mitigated Negative Declaration was prepared for this project and a Notice of Determination executed by the Placer County Clerk on January 13, 2009 pursuant to the provisions of CEQA.

FISCAL IMPACT

The total estimated utility relocation costs for the project is \$171,204.01. One third of the cost of utility relocation within the County right-of-way (\$42,274.67) will be funded by the TCPUD, with the remaining two thirds costs (\$128,929.33) to be funded through an existing US Forest Service grant.

Attachments: Resolution; Location Map; Copy of Final Cooperative Agreement

T:\DPW\Tahoe Engineering Division\BOS Agenda Items\2011\2011 June 07 - TCPUD coop agree - TC Residential - cntr#1103\06-07-11_bd_mem_apprv_TCPUD_coop_agree_TCRes.docx

223

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 TAHOE CITY PUBLIC UTILITY DISTRICT FOR WATERLINE UTILITY WORK IN CONCERT WITH THE TAHOE CITY RESIDENTIAL WATER QUALITY IMPROVEMENT PROJECT; AND AUTHORIZES 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:

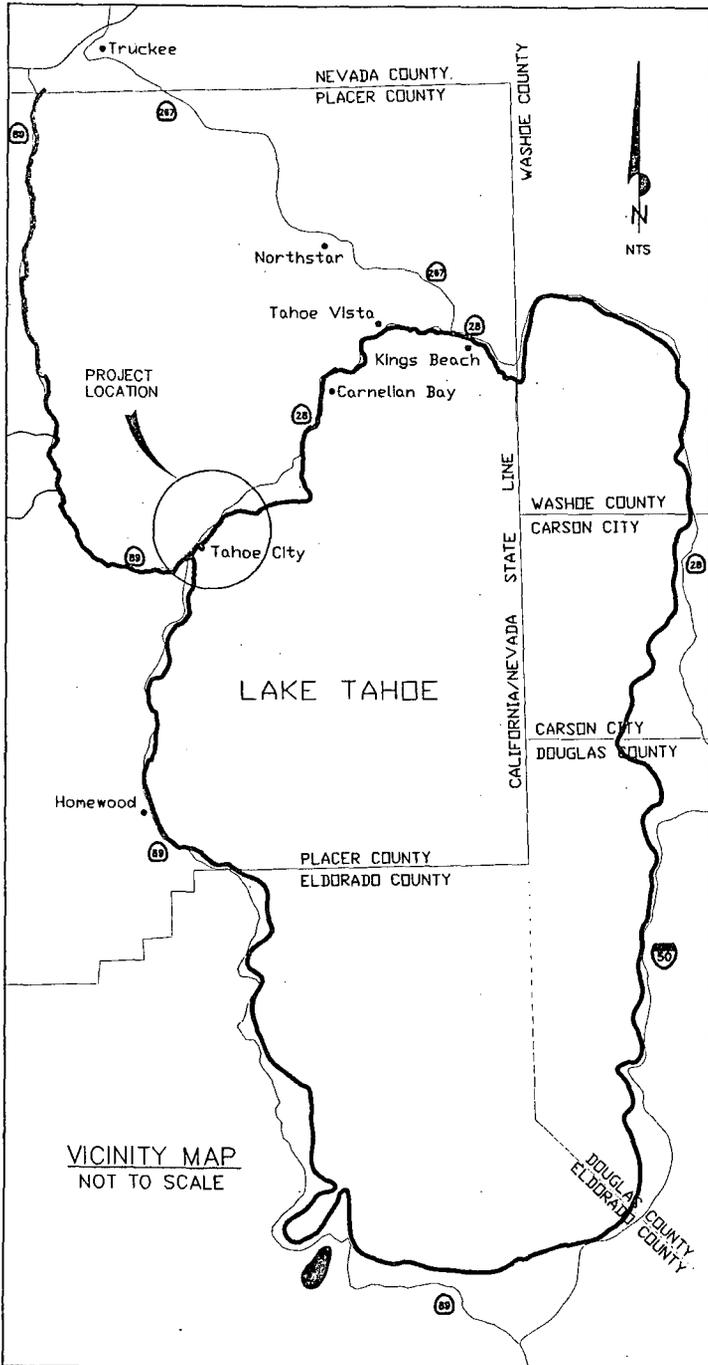
Absent:

Signed and approved by me after its passage.

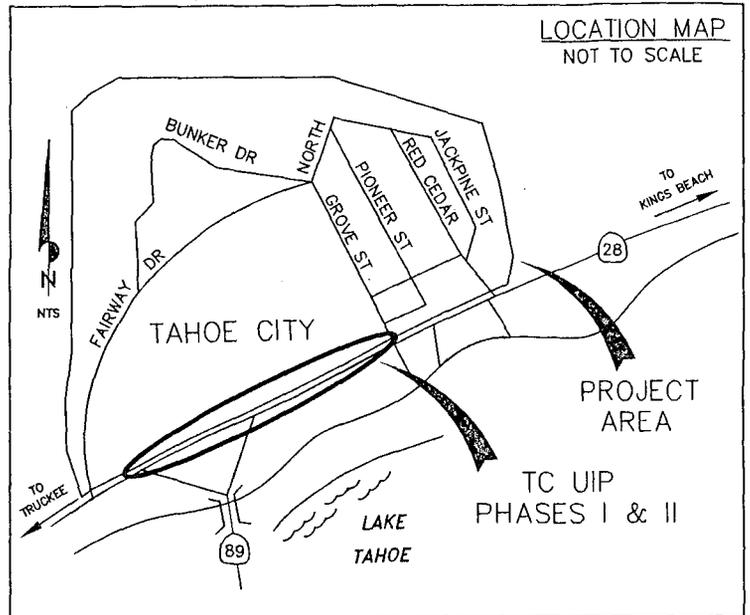
Chairman, Board Of Supervisors

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 Tahoe City Utility District for waterline utility work in concert with the Tahoe City Residential Water Quality Improvement Project; and authorizes the Director of Public Works or his designee to execute the Cooperative Agreement and all related documents. The construction estimate for all utility work associated with the project is \$171,204.01.



TAHOE CITY RESIDENTIAL WATER QUALITY IMPROVEMENT PROJECT



PLACER COUNTY
DEPARTMENT OF
PUBLIC WORKS

COOPERATIVE AGREEMENT
EROSION CONTROL IMPROVEMENTS
TAHOE CITY RESIDENTIAL WATER QUALITY IMPROVEMENT PROJECT

This agreement is made and entered into this _____ day of _____, 2011 between the TAHOE CITY PUBLIC UTILITY DISTRICT, a California 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 which is titled the Tahoe City Residential Water Quality Improvement Project, Contract No. 1103; herein after referred to as Project; and

WHEREAS, the COUNTY proposes to install underground and surface drainage improvements across Grove Street, Pioneer Way, Red Cedar Street, Jackpine Street, Tahoe Street and Bliss Court for the Project, and the DISTRICT agrees to relocate the water mains and services in Grove Street, Pioneer Way, Red Cedar Street, Jackpine Street, Tahoe Street and Bliss Court as a result of the COUNTY's proposed improvements; and

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

WHEREAS, the COUNTY recognizes that the DISTRICT is not required to relocate said utility lines outside the COUNTY right-of-way; and

WHEREAS, the DISTRICT and the COUNTY agree that it would be advantageous to relocate water mains/services as a part of the Project inside the COUNTY right-of-way;

WHEREAS, the DISTRICT recognizes cost savings for relocations within the COUNTY right-of-way as part of the project pursuant to cost apportionment as set forth in Exhibit A; and

NOW, THEREFORE, in consideration of the Recitals set forth above, and the mutual promises and conditions set forth herein, the parties hereto agree as follows:

1. The DISTRICT shall prepare construction plans and technical specifications for the water relocation portions, as necessary, to be incorporated in to the Project and shall provide them to the COUNTY in electronic form.
2. The COUNTY will incorporate said construction plans and technical specifications into their contract documents for the Project. The Project contract documents will include costs for the water main relocation.

3. The COUNTY and the DISTRICT agree to share costs on the water main and service relocations in Grove Street, Pioneer Way, Red Cedar Street, Jackpine Street, Tahoe Street and Bliss Court. These items are included as Exhibit A, attached hereto and by this reference, incorporated herein. The cost allocation percentages of COUNTY and DISTRICT responsibility are indicated on Exhibit A. Costs that the COUNTY agrees to be responsible for will be reimbursed by the US Forest Service under a separate agreement between the COUNTY and these entities.

Reimbursement for construction costs will be based on the price prepared by the contractor under the construction contract with the COUNTY. Exhibit A will be revised with actual costs based on approved change order.

4. The COUNTY and the DISTRICT agree to share costs for COUNTY's construction administration services including construction staking, and construction management/inspection. These items are estimated and included in Exhibit A.

The COUNTY and the DISTRICT further agree to credit the DISTRICT for DISTRICT's expenses for design and construction inspection. These items are estimated and included in Exhibit A. The cost allocation percentage of DISTRICT credit is indicated in Exhibit A.

Reimbursement for COUNTY's construction administration services will be based on the actual billed costs of performing the administration services by the consultant selected by the COUNTY. Credit for DISTRICT's design and inspection services will be based on the actual expenses of DISTRICT.

5. Upon project completion, Exhibit A will be revised with actual costs. The DISTRICT shall reimburse the COUNTY for construction costs based on actual Project construction costs.
6. The DISTRICT shall authorize, approve, and provide to the COUNTY required funds for the balance due, if any, based on Exhibit A (as revised according to the above paragraphs) within thirty (30) days following the receipt of an invoice by the COUNTY for each progress payment.
7. The COUNTY will bill or reimburse as appropriate, to the DISTRICT, COUNTY-approved costs related to the DISTRICT's improvements after completion of all work and the filing of the Notice of Completion.

The DISTRICT or the COUNTY shall reimburse said costs within thirty (30) days of receipt of the COUNTY's final accounting. The accounting for reimbursement will include the funds for the following items:

- The water main/service relocation work in Grove Street, Pioneer Way, Red Cedar Street, Jackpine Street, Tahoe Street and Bliss Court;

- The utilities portion of the COUNTY's construction administration services;
- A credit for DISTRICT's design, inspection and administration; and
- Additional work required and approved by the COUNTY and the DISTRICT during construction.

Should any portion of the work be deleted during construction, it shall also be deducted in the final reimbursement request.

8. The COUNTY, as the contracting agency, accepts contractual responsibility for all work and agrees to have the water relocations constructed according to the plans and specifications of the DISTRICT. Prior to the award of the construction contract, the DISTRICT and the COUNTY shall mutually agree on a method to coordinate inspection of the work with the DISTRICT being responsible for any special inspections and witnessing of testing of the DISTRICT's temporary and permanent facilities.
9. The COUNTY agrees to transfer ownership of the relocated water and sewer facilities, when completed, by Bill of Sale or other mutually agreed upon transfer agreement. COUNTY shall also transfer all contractor and parts warranties to the DISTRICT. Once connected to the DISTRICT's water and sewer system, the DISTRICT shall maintain said facilities.
10. The COUNTY and DISTRICT will jointly work to negotiate change orders and claims with the contractor to resolve any claims related to the water main/service relocation work in a timely manner, provided that neither the DISTRICT nor the COUNTY shall agree to the resolution of the disagreements without the other's approval. The COUNTY shall be fully responsible for any contract change orders or claims related to the underground improvements. In the event agreement cannot be reached related to active ongoing work within twenty-four (24) 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 shall 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 DISTRICT activities or activities listed in Exhibit A, that are supported by the DISTRICT and COUNTY, 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 within the courts of Placer County, California. Principles of comparative fault shall apply.

11. INDEMNITY: COUNTY agrees to indemnify and hold harmless DISTRICT and DISTRICT'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts of omissions of COUNTY, its employees or agents.

DISTRICT agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of DISTRICT, its employees or agents.

12. INSURANCE: It is agreed that District and Placer 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, including general liability, automobile liability, professional liability, and workers' compensation insurance or self insurance in the statutory amount of \$1,000,000.
13. This agreement shall terminate one (1) year after the Project has been completed and accepted by the Placer County Board of Supervisors.
14. The COUNTY will serve as lead agency for purposes of compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

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

TAHOE CITY PUBLIC UTILITY
DISTRICT, a public agency

By: _____
Ken Grehm, Director
Department of Public Works

By: _____
Cindy Gustafson
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

By: _____
District Counsel

Date: _____

Date: _____

Exhibit A

Tahoe City Residential Water Quality Improvement Project
 Costs (Engineer's Estimate 4/12/11)

Item #	Description	Unit	Unit Cost	Quantity	Total Cost	District Percentage	District Cost	County Percentage	County Cost
1	Mobilization	LS	\$20,000	1	\$20,000.00	3.80%	\$ 760.80	96.20%	\$ 19,239.20
2	Traffic Control System	LS	\$20,000	1	\$20,000.00	3.80%	\$ 760.80	96.20%	\$ 19,239.20
3	Project Sign	LS	\$2,000	1	\$2,000.00	0.00%	\$ -	100.00%	\$ 2,000.00
4	Revegetation Warning Sign	EA	\$750	15	\$11,250.00	0.00%	\$ -	100.00%	\$ 11,250.00
5	Interpretive Graphic Sign	EA	\$1,500	3	\$4,500.00	0.00%	\$ -	100.00%	\$ 4,500.00
6	Snow Poles	EA	\$50	75	\$3,750.00	0.00%	\$ -	100.00%	\$ 3,750.00
7	Water Pollution Control	LS	\$20,000	1	\$20,000.00	3.80%	\$ 760.80	96.20%	\$ 19,239.20
8	Utility Potholing	LS	\$10,000	1	\$10,000.00	0.00%	\$ -	100.00%	\$ 10,000.00
9	Relocate 4" Dia. C900 Water Main	LF	\$75	100	\$7,500.00	33.33%	\$ 2,500.00	66.67%	\$ 5,000.00
10	Relocate 6" Dia. C900 Water Main	LF	\$80	450	\$36,000.00	33.33%	\$ 12,000.00	66.67%	\$ 24,000.00
11	Relocate Water Service	EA	\$1,600	15	\$24,000.00	33.33%	\$ 8,000.00	66.67%	\$ 16,000.00
12	Clearing and Grubbing	LS	\$30,000	1	\$30,000.00	0.00%	\$ -	100.00%	\$ 30,000.00
13	Infiltration Gallery	LS	\$40,000	1	\$40,000.00	0.00%	\$ -	100.00%	\$ 40,000.00
14	Concrete Curb & Gutter	LF	\$30	3,258	\$97,740.00	0.00%	\$ -	100.00%	\$ 97,740.00
15	Storm Drain Inlet	EA	\$4,000	10	\$40,000.00	0.00%	\$ -	100.00%	\$ 40,000.00
16	Storm Drain Manhole (48" I.D.)	EA	\$4,000	15	\$60,000.00	0.00%	\$ -	100.00%	\$ 60,000.00
17	Sediment Trap (36" I.D.)	EA	\$3,000	3	\$9,000.00	0.00%	\$ -	100.00%	\$ 9,000.00
18	Abandon Existing Culvert In Place	LF	\$25	60	\$1,500.00	0.00%	\$ -	100.00%	\$ 1,500.00
19	Clean Drainage Facilities	LS	\$5,000	1	\$5,000.00	0.00%	\$ -	100.00%	\$ 5,000.00
20	HDPE Pipe (15" I.D.)	LF	\$50	1,775	\$88,750.00	0.00%	\$ -	100.00%	\$ 88,750.00
21	HDPE Pipe (18" I.D.)	LF	\$60	480	\$28,800.00	0.00%	\$ -	100.00%	\$ 28,800.00
22	CMP Pipe (21"x15" oval)	LF	\$60	20	\$1,200.00	0.00%	\$ -	100.00%	\$ 1,200.00
23	Reinforced Concrete Box Culvert (2' W x 1' H)	LF	\$125	349	\$43,625.00	0.00%	\$ -	100.00%	\$ 43,625.00
24	Flared End Section (15" HDPE)	EA	\$700	12	\$8,400.00	0.00%	\$ -	100.00%	\$ 8,400.00
25	Flared End Section (18" HDPE)	EA	\$800	7	\$5,600.00	0.00%	\$ -	100.00%	\$ 5,600.00
26	Rock Energy Dissipator	SF	\$25	80	\$2,000.00	0.00%	\$ -	100.00%	\$ 2,000.00
27	Rock Lined Channel	LF	\$75	845	\$63,375.00	0.00%	\$ -	100.00%	\$ 63,375.00
28	Remove Asphalt Concrete Pavement	SF	\$1.00	23,732	\$23,732.00	9.27%	\$ 2,200.00	90.73%	\$ 21,532.00
29	Asphalt Concrete Pavement	SF	\$4	17,216	\$68,864.00	12.78%	\$ 8,800.00	87.22%	\$ 60,064.00
30	Parking Barrier	EA	\$200	246	\$49,200.00	0.00%	\$ -	100.00%	\$ 49,200.00
31	Revegetation Treatment Type 1	SF	\$1.75	36,000	\$63,000.00	0.00%	\$ -	100.00%	\$ 63,000.00
32	Revegetation Treatment Type 2	SF	\$2	120	\$240.00	0.00%	\$ -	100.00%	\$ 240.00
33	Revegetation Treatment Type 3	LF	\$5	600	\$3,000.00	0.00%	\$ -	100.00%	\$ 3,000.00
34	Revegetation Maintenance	LS	\$40,000	1	\$40,000.00	0.00%	\$ -	100.00%	\$ 40,000.00
35	Zigzag Fence	LF	\$15	475	\$7,125.00	0.00%	\$ -	100.00%	\$ 7,125.00
36	Removable Bollard	LS	\$1,000	1	\$1,000.00	0.00%	\$ -	100.00%	\$ 1,000.00
37	Roadside Sign Relocation	EA	\$500	1	\$500.00	0.00%	\$ -	100.00%	\$ 500.00
Sub-Total					\$ 940,651.00		\$ 35,782.40		\$ 904,868.60
Authorized Change Orders					\$ -	0.00%	\$ -	100.00%	\$ -
Total Construction Costs					\$ 940,651.00		\$ 35,782.40		\$ 904,868.60

\$ 33,500.00
3.80%

PLACER COUNTY CONSTRUCTION ADMINISTRATION SERVICES					
Placer County Construction Staking	\$ 10,000.00	3.80%	\$ 380.40	96.20%	\$ 9,619.60
Placer County Construction Management/Inspection	\$ 130,000.00	3.80%	\$ 4,945.21	96.20%	\$ 125,054.79
Total Construction Administration Costs	\$ 140,000.00		\$ 5,325.61		\$ 134,674.39

TOTAL PLACER COUNTY PROJECT COSTS	\$ 1,080,651.00		\$ 41,108.01		\$ 1,039,542.99
			3.8%		96.2%

TCPUD UTILITY RELOCATION DESIGN AND INSPECTION EXPENSES								
	Total TCPUD Expense		District Cost		County Percentage		County Cost (to be reimbursed)	
TCPUD Design	\$ 2,000.00	33.33%	\$ 666.67	66.67%	\$1,333.33			
TCPUD Inspection	\$ 1,500.00	33.33%	\$ 500.00	66.67%	\$1,000.00			
Total TCPUD Expense Credit	Total Eligible USFS Costs		\$ 3,500.00	\$ 1,166.67	County Cost to be reimbursed by USFS		\$2,333.33	

Note: Percentages for Administration Services, Mobilization, Water Pollution Control, and Traffic Control are based on the percentage the utility line relocation comprises of the total engineers estimate

Total Cost of Utility Work	\$ 171,204.01
Amount to be billed to USFS	\$ 128,929.33
Amount to be billed to TCPUD	\$ 42,274.67
Cost already paid by TCPUD	\$ 3,500.00
Amount to be paid by TCPUD	\$ 38,774.67

188

