

**MEMORANDUM**  
**DEPARTMENT OF PUBLIC WORKS**  
**County of Placer**

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

DATE: January 8, 2013

SUBJECT: **KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT COOPERATIVE AGREEMENT**

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**ACTION REQUESTED / RECOMMENDATION**

1. Adopt a Resolution approving a Cooperative Agreement between the North Tahoe Public Utility District (NTPUD) and the Department of Public Works to perform utility relocations (water and sewer), at the NTPUD's cost within the Kings Beach Commercial Core Improvement Project, at an estimated cost of \$751,000. There is no net County cost.
2. Authorize the Director of Public Works, or his designee, to execute, with County Counsel's and Risk Management's review and approval, the Cooperative Agreement and all related documents.

**BACKGROUND / SUMMARY**

The Kings Beach Commercial Core Improvement Project (CCIP) is located in Kings Beach along State Route 28 between Highway 267 and Chipmunk Street (see attached location map). The proposed project will improve roadway, pedestrian, bicycle, and roadside drainage facilities; and provide treatment for storm water runoff within the project limits. Proposed improvements include sidewalks, curb and gutter, bicycle lanes, intersection, public parking facilities and streetscape improvements along the 1.1 mile stretch of State Route 28 and adjacent County roads and right-of-way. In addition, the design will include pedestrian safety improvements in the Kings Beach grid (County residential roads) as part of the project's approved Neighborhood Traffic Management Plan (NTMP). Some of these improvements conflict with NTPUD facilities that require to be relocated. The County and NTPUD find it advantageous for the County to perform the relocations as part of the overall CCIP. The NTPUD will fully fund the relocations. The project is identified in the Tahoe Regional Planning Agency Environmental Improvement Program (EIP) as EIP Project No. 10600.

**ENVIRONMENTAL**

The County has prepared an Environmental Impact Report (EIR) pursuant to the requirements for CEQA and the Placer County Environmental Review Ordinance; an Environmental Impact Statement (EIS) to meet the requirements of the Tahoe Regional Planning Agency; and an Environmental Assessment (EA) to meet the requirements of the Federal Highway Administration. The EIR was adopted by the Board of Supervisors on September 23, 2008.

**FISCAL IMPACT**

The total project cost is estimated to be \$48,000,000 with construction costs estimated at \$36,000,000. It is estimated that there will be about \$751,000 of NTPUD utility relocations of which the County will perform the work and seek reimbursement through this cooperative agreement. Funding for the project is included in the FY 2012-13 Budget.

Attachments: Resolution;  
Cooperative Agreement

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

In the matter of: A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN THE NORTH TAHOE PUBLIC UTILITY DISTRICT AND THE DEPARTMENT OF PUBLIC WORKS TO PERFORM UTILITY RELOCATIONS (WATER AND SEWER) WITHIN THE KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT; AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE, WITH COUNTY COUNSEL'S AND RISK MANAGEMENT'S REVIEW AND APPROVAL, THE COOPERATIVE AGREEMENT AND ALL RELATED DOCUMENTS

Resol. No. \_\_\_\_\_

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on \_\_\_\_\_ 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 RESOLVED AND ORDERED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes a cooperative agreement between the North Tahoe Public Utility District and the Department of Public Works to perform utility relocations (water and sewer) within the Kings Beach Commercial Core Improvement Project; and authorizing the Director Of Public Works to execute, with County Counsel's and Risk Management's review and approval, the cooperative agreement and all related documents.

PLACER COUNTY AND NORTH TAHOE PUBLIC UTILITIES DISTRICT  
CONSTRUCTION COOPERATIVE AGREEMENT  
KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ between the County of Placer, a political subdivision of the State of California, hereinafter called COUNTY, and the North Tahoe Public Utility District, hereinafter called DISTRICT.

RECITALS

WHEREAS, the COUNTY is undertaking a project to construct highway and ancillary improvements in the Kings Beach Commercial Core Improvement Project; (Construction Contract No. 1140) herein after referred to as PROJECT; and

WHEREAS, the DISTRICT has existing utility lines (water and sewer) within the State/COUNTY right-of-way which will be impacted by the PROJECT, and require relocation; and

WHEREAS, the COUNTY and the DISTRICT agree that it is advantageous to perform the DISTRICT work concurrently with the PROJECT.

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 DISTRICT work. The COUNTY will incorporate into the PROJECT plans and specifications the appropriate plans and technical specifications for the DISTRICT work, prepared by the DISTRICT, in a form mutually acceptable to the COUNTY and the DISTRICT.

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

3. The DISTRICT acknowledges receipt of and approves the PROJECT plans dated \_\_\_\_\_ in regards to DISTRICT work described therein, and consents to the use of those plans for the PROJECT.

4.A. The parties agree and acknowledge that COUNTY has prepared the bid and construction contract documents for the PROJECT and included the approved DISTRICT work and related plans and specifications; and further that the COUNTY advertised, received bids, and awarded a contract for the PROJECT.

4.B. DISTRICT shall reimburse to COUNTY 100 percent (100%) of the DISTRICT work bid items as shown on Exhibit A. Reimbursement for construction costs will be based on the bid prices of the contractor awarded the construction contract by the COUNTY. All improvements constructed with DISTRICT funds will become the property of the DISTRICT upon its acceptance as described below.

5. The parties agree and acknowledge that the COUNTY has awarded the contract to the lowest responsible bidder for the entire PROJECT. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the DISTRICT work, meet the DISTRICT's, the California Department of Transportation's, and the COUNTY's minimum requirements for installation of water and sewer facilities, including possessing and maintaining the appropriate state 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 DISTRICT will reimburse the COUNTY for construction costs based on the contract award in accordance with Exhibit A of this agreement, plus 15 percent (15%) of that amount to cover the DISTRICT's share of construction staking and construction management. Except for these payment and reimbursement obligations and any liabilities under Sections 11.A., 11.B., 11.C., 12.A., or 12.C. below, DISTRICT shall have no other financial obligations toward the PROJECT, including the DISTRICT work.

6. The DISTRICT shall pay the COUNTY 10 percent (10%) of the DISTRICT's share of the PROJECT costs within 30 calendar days following the notification by the COUNTY that the Notice to Proceed has been issued.

7. The COUNTY will bill within 30 days of each progress payment made to the contractor based upon the quantities of DISTRICT's work items in the bid schedule and the DISTRICT's share of the PROJECT costs along with any other additional costs as provided for herein after completion of all DISTRICT work within the State/COUNTY right-of-way. If the final request for reimbursement is accurately calculated in accordance with this Agreement, DISTRICT shall reimburse the COUNTY the remaining costs within 30 calendar days of receipt of each of the COUNTY's request for reimbursement. The DISTRICT also shall reimburse the COUNTY for any additional work on the DISTRICT work required and approved by the DISTRICT during construction. Should any portion of the DISTRICT work be deleted during construction, it shall also be deducted in the COUNTY's final reimbursement request. DISTRICT shall provide timely review and approval of additional work.

8. The DISTRICT shall assist with the oversight of the COUNTY's contractor to facilitate the installation of the DISTRICT work within the allotted number of days specified in the construction contract documents and in accordance with the COUNTY and DISTRICT approved contractor prepared construction schedule for the PROJECT. This oversight provision shall be defined and included in the Special Provisions of the construction contract.

9. The COUNTY and the DISTRICT shall mutually agree on a method to coordinate construction administration, construction engineering, and construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, and

inspection of the work with the DISTRICT being responsible for all DISTRICT work, including but not limited to, any special inspections, special materials testing, special surveying, and special witnessing of testing of the DISTRICT work.

10. During construction of DISTRICT work, the DISTRICT shall determine whether the DISTRICT work is satisfactorily performed in accordance with the construction contract and DISTRICT requirements and notify the COUNTY in writing of approval and acceptance of the completed DISTRICT work. DISTRICT shall coordinate with the COUNTY to bring the completed DISTRICT work into service. After DISTRICT's acceptance of the completed DISTRICT work, the DISTRICT shall own and be responsible for the operation and maintenance of the completed DISTRICT work pursuant to the encroachment permits obtained from the COUNTY and the California Department of Transportation 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.

11.A. The DISTRICT shall be responsible for 100 percent (100%) of all approved change orders, delays, and extra work directly related only to the DISTRICT work incurred by the contractor. COUNTY will be responsible for all other PROJECT-related change orders, delays, and extra work incurred by the contractor. The DISTRICT and COUNTY will jointly work to negotiate change orders and claims with the contractor to resolve any claims directly related to the DISTRICT 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 one (1) working day 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.

The DISTRICT shall bear no responsibility for contractor- or COUNTY-caused delays on work other than those directly related to only the DISTRICT work. The DISTRICT will not unnecessarily delay progress of work within the State/COUNTY right-of-way or delay notification of completion of DISTRICT work. 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 Agreement 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.

11.B. Costs or damages, in addition to the agreed upon contract amount, caused by any inaccuracy or miscalculation of information presented by DISTRICT for the DISTRICT work shall be the responsibility of the DISTRICT.

11.C. Except as otherwise provided by Section 13 below, 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.A. DISTRICT agrees to save harmless and indemnify the COUNTY from any liability, claim, or demand which may be made by any person resulting from the negligence of DISTRICT 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 DISTRICT, 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.

12.B. COUNTY agrees to save harmless and indemnify the DISTRICT 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 cost and expense, to defend any action which may be brought against DISTRICT 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 DISTRICT in its performance of the terms of this Agreement.

12.C. It is agreed that DISTRICT 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.

13. This Agreement shall terminate 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 DISTRICT from enforcing any rights against, or seeking damages from, the contractor.

14. Notwithstanding any other provision of this Agreement to the contrary, if the California Department of Transportation or a court of competent jurisdiction determines in writing prior to the Placer County Board of Supervisors' acceptance of the PROJECT, that the relocation of the DISTRICT's existing transmission and distribution mains provided for herein is an obligation of the PROJECT, the DISTRICT shall have no obligation to provide any reimbursement to the COUNTY for such relocation.

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: \_\_\_\_\_  
Paul A. Schultz, P.E.  
General Manager/CEO

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM

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

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

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

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

**Exhibit A  
Cooperative Agreement  
Kings Beach Commercial Core Improvement Project**

Costs Based on Engineer's Estimate (Units will be updated once bids are opened)  
Proration of Costs between COUNTY and DISTRICT related to Utility Work

<b>OFF HIGHWAY Sewer and Water Utility Relocation (VOLUME 2)</b>									
Bid Item #	Description	Unit	Quantity	Unit Cost	Construction Cost	District Percentage	Total Utility Cost (District Cost)	County Percentage	County Cost
	Adjust Sewer Manhole	EA	23	\$ 1,200	\$ 27,600	100%	\$ 27,600	0%	\$ -
	Adjust Sewer Clean Out	EA	36	\$ 1,000	\$ 36,000	100%	\$ 36,000	0%	\$ -
	Adjust Water Meter	EA	14	\$ 600	\$ 8,400	100%	\$ 8,400	0%	\$ -
	Adjust Water Valve	EA	32	\$ 600	\$ 19,200	100%	\$ 19,200	0%	\$ -
	4" Sewer Line Relocation	LF	295	\$ 130	\$ 38,350	100%	\$ 38,350	0%	\$ -
	2" Water Line Relocation	LF	347	\$ 130	\$ 45,110	100%	\$ 45,110	0%	\$ -
	4" Water Line Relocation	LF	60	\$ 150	\$ 9,000	100%	\$ 9,000	0%	\$ -
	6" Water Line Relocation	LF	85	\$ 200	\$ 17,000	100%	\$ 17,000	0%	\$ -
	Relocate Fire Hydrant	EA	2	\$ 3,000	\$ 6,000	100%	\$ 6,000	0%	\$ -
					\$ -		\$ -		\$ -
	<b>Subtotal</b>				\$ 206,660		\$ 206,660		\$ -
<b>COMMUNITY IMPROVEMENTS FROM STATE HWY 267 TO CHIMPMUNK Sewer and Water Utility Relocation (VOLUME 1)</b>									
Bid Item #	Description	Unit	Quantity	Unit Cost	Construction Cost	District Percentage	Total Utility Cost (District Cost)	County Percentage	County Cost
	Adjust Sewer Manhole	EA	16	\$ 1,200	\$ 19,200	100%	\$ 19,200	0%	\$ -
	Adjust Sewer Clean Out	EA	15	\$ 1,000	\$ 15,000	100%	\$ 15,000	0%	\$ -
	Adjust Water Meter	EA	45	\$ 600	\$ 27,000	100%	\$ 27,000	0%	\$ -
	Adjust Water Valve	EA	35	\$ 600	\$ 21,000	100%	\$ 21,000	0%	\$ -
	Adjust Monitoring Well	EA	4	\$ 600	\$ 2,400	100%	\$ 2,400	0%	\$ -
	Adjust Water Vault	EA	2	\$ 1,500	\$ 3,000	100%	\$ 3,000	0%	\$ -
	2" Water Line Relocation	LF	80	\$ 130	\$ 10,400	100%	\$ 10,400	0%	\$ -
	4" Water Line Relocation	LF	120	\$ 150	\$ 18,000	100%	\$ 18,000	0%	\$ -
	6" Water Line Relocation	LF	480	\$ 200	\$ 96,000	100%	\$ 96,000	0%	\$ -
	8" Water Line Relocation	LF	90	\$ 220	\$ 19,800	100%	\$ 19,800	0%	\$ -
	10" Water Line Relocation	LF	90	\$ 240	\$ 21,600	100%	\$ 21,600	0%	\$ -
	12" Water Line Relocation	LF	680	\$ 250	\$ 170,000	100%	\$ 170,000	0%	\$ -
	Relocate Fire Hydrant	EA	7	\$ 3,000	\$ 21,000	100%	\$ 21,000	0%	\$ -
	Relocate Water Meter	EA	1	\$ 1,500	\$ 1,500	100%	\$ 1,500	0%	\$ -
					\$ -		\$ -		\$ -
					\$ 445,900		\$ 445,900		\$ -
	<b>Volume 1 and Volume 2 Subtotal</b>				\$ 652,560		\$ 652,560		\$ -
	<b>Engineering &amp; Administrative Services</b>								
	Mobilization, Water Quality, Misc General (Fixed cost total project cost/\$700,000)	LS	1	\$ 60,000	\$ 60,000	100%	\$ 60,000.00	0%	\$ -
	County Management & Administration (CM and CI) (15% of Subtotal)	LS	1	\$ 97,884	\$ 97,884	100%	\$ 97,884.00	0%	\$ -
	<b>Total</b>				\$ 750,444		\$ 750,444		\$ -

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