

M E M O R A N D U M
DEPARTMENT OF PUBLIC WORKS
County of Placer

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

DATE: June 2, 2015

SUBJECT: LOWER CHIPMUNK AND OUTFALL WATER QUALITY IMPROVEMENT PROJECT

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 Lower Chipmunk and Outfall Water Quality Improvement Project, at an estimated cost of \$185,243. There is no net County cost.
2. Authorize the Director of Public Works, or his designee, to execute, with County Counsel and Risk Management review and approval, the Cooperative Agreement and all related documents.

BACKGROUND / SUMMARY

The Lower Chipmunk and Outfall Water Quality Improvement Project is located in the unincorporated community of Kings Beach along the north shore of Lake Tahoe (see attached location map). The proposed services will improve existing roadside drainage facilities and provide treatment for storm water runoff with the project limits. Proposed improvements include revegetating the existing roadway shoulders to reduce erosion; installing asphalt dikes, trench drains and culverts to improve storm water conveyance; and constructing sediment removal/infiltration structures to provide treatment of storm water runoff.

Proposed project improvements require relocation of existing water (mains, services, and fire hydrants) and sanitary sewer (mains, manholes, and laterals) facilities. The NTPUD elected to additionally reconfigure portions of their facilities as part of our project. The grant funding may pay for a portion of the cost of this work, if grant funding is available after County-related items associated with the grant are paid for with grant funds.

The project is identified in the Tahoe Regional Planning Agency (TRPA) Environmental Improvement Program (EIP) as Project EIP No. 10600.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines, Section 15306, Information Collection, Class 6 provisions pertaining to data collection, research, and resource evaluation. For the project, the Department prepared a Mitigated Negative Declaration (MND) pursuant to the requirements for CEQA and the Placer County Environmental Review Ordinance. The MND 2008082034 was adopted by the Board of Supervisors on December 9, 2008.

FISCAL IMPACT

The total cost is estimated to be \$1,644,127. It is estimated that there will be about \$185,243 of NTPUD utility relocations of which the County will perform the work and receive reimbursement through this cooperative agreement. Construction funding for the project is provided by the State Water Resources Proposition 84 grant, and is included in the FY 2014-15 Budget.

Attachments: Resolution; Location Map; 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 NORTH TAHOE PUBLIC UTILITY DISTRICT AND THE DEPARTMENT OF PUBLIC WORKS TO PERFORM UTILITY RELOCATIONS (WATER AND SEWER) WITHIN LOWER CHIPMUNK AND OUTFALL WATER QUALITY IMPROVEMENT PROJECT; AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE, WITH COUNTY COUNSEL AND RISK MANAGEMENT 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:

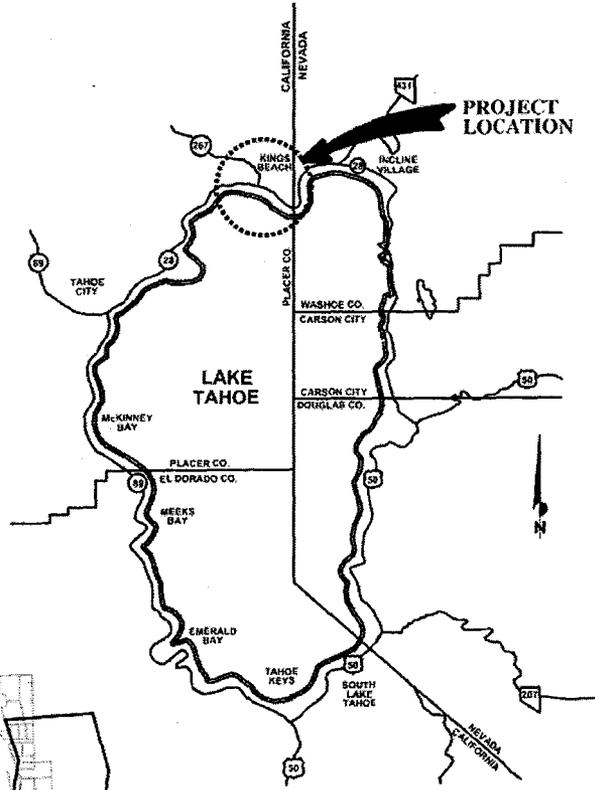
Signed and approved by me after its passage.

Chair, Board of Supervisors

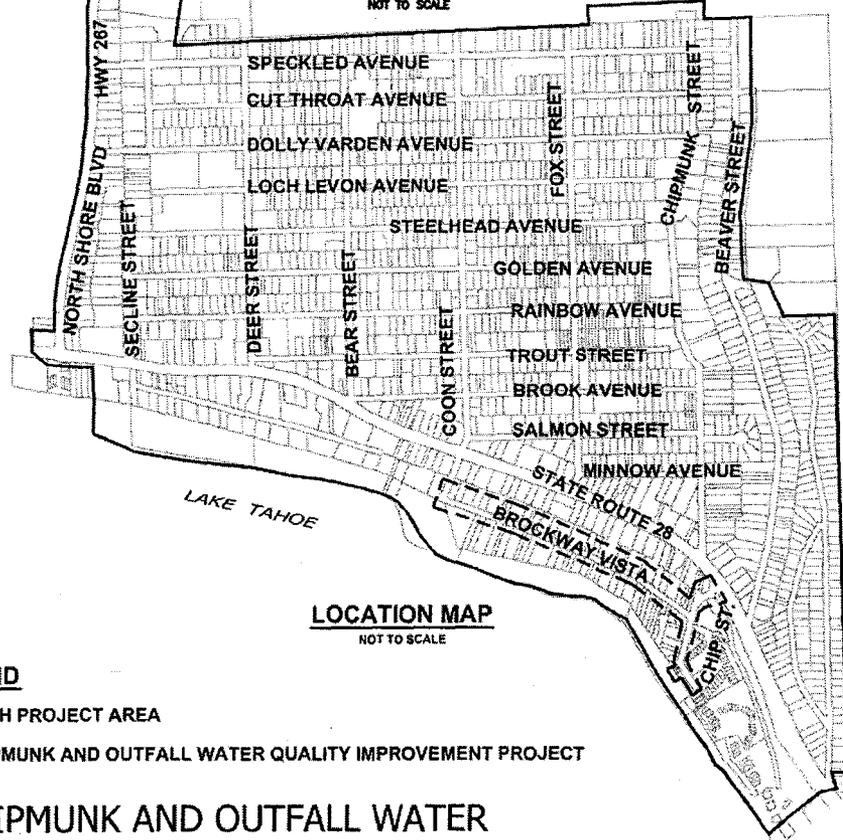
Attest:
Clerk of said Board

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 Lower Chipmunk and Outfall Water Quality Improvement Project; and authorizing the Director of Public Works to execute, with County Counsel and Risk Management review and approval, the cooperative agreement and all related documents.

LOWER CHIPMUNK AND OUTFALL WATER QUALITY IMPROVEMENT PROJECT



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

LEGEND

- KINGS BEACH PROJECT AREA
- - - - - LOWER CHIPMUNK AND OUTFALL WATER QUALITY IMPROVEMENT PROJECT

LOWER CHIPMUNK AND OUTFALL WATER
QUALITY IMPROVEMENT PROJECT
VICINITY AND LOCATION MAP

PLACER COUNTY AND NORTH TAHOE PUBLIC UTILITIES DISTRICT
CONSTRUCTION COOPERATIVE AGREEMENT
LOWER CHIPMUNK AND OUTFALL WATER QUALITY 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 water quality improvements
in the Kings Beach Watershed (along Brockway Vista East and Chipmunk Street);
Construction Contract No. 000917 herein after referred to as PROJECT; and

WHEREAS, the DISTRICT has existing utility lines (water and sewer) within the 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 in AutoCAD and pdf.

3. The DISTRICT acknowledges receipt of and approves the PROJECT plans dated
February 2015 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 that are not covered by COUNTY Proposition 84(Storm
water) grant funds. Placer County will invoice Proposition 84 first. Any utility relocation
work invoiced and paid by Prop 84 those monies will be passed back to the NTPUD.

Unreimbursed expenses will be billed to the NTPUD per unit prices included in 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 responsive and 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 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, including inspection and testing per the DISTRICT's Technical Specifications and Standard Details. Except for these payment and reimbursement obligations and any liabilities under Sections 10.A., 10.B., 10.C., 11.A., or 11.C. below, DISTRICT shall have no other financial obligations toward the PROJECT, including the DISTRICT work.

6. 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 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.

7. 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.

8. 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 not included in provision 5 of this agreement, including but not limited to, any special inspections, special materials testing, special surveying, and special witnessing of testing of the DISTRICT work that is not specified in the DISTRICT's Technical Specifications and Standard Details.

9. 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 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.

10.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 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.

10.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.

10.C. Except as otherwise provided by Section 12 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.

11.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.

11.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.

11.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.

12. This Agreement shall terminate after the PROJECT has been completed to the satisfaction of DISTRICT 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.

13. Notwithstanding any other provision of this Agreement to the contrary, if 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 and services and DISTRICT's sewer collection mains and services 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: _____
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
Lower Chipmunk and Outfall Water Quality Improvement Project
Updated 04/21/2015

Costs Based on engineers estimate, 04/21/2015
 Items for DISTRICT related to Utility Work

Lower Chipmunk and Outfall Water Quality Improvement Project							
Bid Item #	Description	Unit	Quantity	Unit Cost	Construction Cost	District Percentage	Total Utility Cost (District Cost)
80	HANDLING, REMOVAL, AND DISPOSAL OF SEWER AC PIPE	LF	50	\$ 25	\$ 1,250	100%	\$ 1,250
81	ABANDON PENETRATION IN MANHOLE (SEWER)	EA	1	\$ 500	\$ 500	100%	\$ 500
82	ABANDON SANITARY SEWER PIPE (UP TO 12" DIA.)	LF	60	\$ 50	\$ 3,000	100%	\$ 3,000
83	ADJUST UTILITY / VALVE BOX (WATER, SEWER)	EA	10	\$ 500	\$ 5,000	100%	\$ 5,000
84	ADJUST MANHOLE FRAME & COVER (SEWER)	EA	8	\$ 1,000	\$ 8,000	100%	\$ 8,000
85	REMOVE WATER MAIN (UP TO 12" DIA.)	LF	385	\$ 25	\$ 9,625	100%	\$ 9,625
86	REMOVE SANITARY SEWER PIPE (UP TO 12" DIA.)	LF	7	\$ 25	\$ 175	100%	\$ 175
87	REMOVE SANITARY SEWER CLEAN-OUT	EA	1	\$ 250	\$ 250	100%	\$ 250
88	REMOVE AND REPLACE EXISTING SEWER LATERAL AND CLEANOUT	EA	2	\$ 1,000	\$ 2,000	100%	\$ 2,000
89	REMOVE AND REPLACE EXISTING WATER SERVICE	EA	5	\$ 1,000	\$ 5,000	100%	\$ 5,000
90	48" DIA. SANITARY SEWER MANHOLE (PRECAST)	EA	2	\$ 7,500	\$ 15,000	100%	\$ 15,000
91	6" DIA. PVC (SDR 26) SANITARY SEWER PIPE	LF	32	\$ 100	\$ 3,200	100%	\$ 3,200
92	SANITARY SEWER CLEAN-OUT	EA	1	\$ 500	\$ 500	100%	\$ 500
93	8" DIA. PVC (C-900, 200 PSI) WATER MAIN	LF	392	\$ 150	\$ 58,800	100%	\$ 58,800
94	1" WATER SERVICE AND METER	EA	3	\$ 1,000	\$ 3,000	100%	\$ 3,000
95	2" WATER SERVICE AND METER	EA	1	\$ 1,500	\$ 1,500	100%	\$ 1,500
96	2" WATER SERVICE AND DOUBLE METER	EA	2	\$ 2,000	\$ 4,000	100%	\$ 4,000
97	FIRE HYDRANT	EA	1	\$ 8,000	\$ 8,000	100%	\$ 8,000
98	RECONNECT EX. 2" WATER PIPE AND INSTALL VAVLE	EA	1	\$ 8,000	\$ 8,000	100%	\$ 8,000
	Subtotal				\$ 136,800		\$ 136,800
	Engineering & Administrative Services						
	Mobilization, Water Quality, Traffic Control, Misc General (10.02% of items #1, 2, 3, 5, 7-15)	LS	1	\$ 27,923	\$ 27,923	100%	\$ 27,923
	County Management & Administration (CM and CI) (15% of Subtotal)	LS	1	\$ 20,520	\$ 20,520	100%	\$ 20,520
	Total				\$ 185,243		\$ 185,243

Mobilization, Water Quality, etc. cost determination

Total Construction Cost (except items 1, 2, 3, 5 and 7-15): \$1,365,421
 Construction Cost, items 1, 2, 3, 5 and 7-15: \$278,706
 NTPUD Unit Costs: \$136,800
 percentage of NTPUD of Total: 10.02%

