

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

TO: BOARD OF SUPERVISORS  
FROM: KEN GREHMY <sup>YD</sup> PETER KRAATZ

DATE: June 10, 2008

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

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**ACTION REQUESTED / RECOMMENDATION**

Adopt a Resolution approving a cooperative agreement, with County Counsel review and approval, between the Department of Public Works and the Tahoe City Public Utility District (TCPUD) to perform utility work on a TCPUD waterline and water/sewer services for a total estimated cost of \$252,020 in concert with the Lake Forest Erosion Control Project - Area A (Dollar Point); and authorize the Director of Public Works or his designee to execute the cooperative agreement and all related documents with County Counsel review and approval of necessary bonds and insurance.

**BACKGROUND / SUMMARY**

The Placer County Department of Public Works designed storm water quality and drainage improvements for the Dollar Creek watershed. These improvements are contained in the plans and specifications for the Lake Forest Erosion Control Project - Area A (Dollar Point) outside of Tahoe City, along the north shore of Lake Tahoe. The planned water quality improvements are supported by Tahoe Regional Planning Agency's Environmental Improvement Program (EIP) identified as EIP Project No. 10063. Construction will begin in June 2008.

The project proposes storm water conveyance stabilization that will reduce sediment and nutrient generation at its source and reduce flow through proposed infiltration, flow dispersion treatments, and flow distribution systems. These stabilization techniques require relocation of approximately 23 water/sewer services throughout the subdivision. Also, 633 linear feet of a TCPUD waterline supplying 11 private residences on Edgewater Drive must be replaced and relocated to accommodate a proposed water quality improvement. 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 Lake Forest Erosion Control Project - Area A (Dollar Point) will be awarded to the low bidder who will facilitate installation of TCPUD's waterline/service relocation and replacement along with the County's storm water quality and drainage improvements within the Dollar Point subdivision.

**ENVIRONMENTAL**

A Negative Declaration was prepared for this project and a Notice of Determination executed by the Placer County Clerk on February 23, 2006 pursuant to the provisions of CEQA.

**FISCAL IMPACT**

The estimated total utility costs for the waterline replacement and relocation is \$252,020. Two-thirds of this total cost (\$168,013.46) is fully funded through grants from the U.S. Forest Service. The remaining third (\$84,006.73) will be funded by the TCPUD.

**Attachments:**

- Resolution; Location Map
- Cooperative Agreement Draft

**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 LAKE FOREST EROSION CONTROL PROJECT - AREA A (DOLLAR POINT); 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:

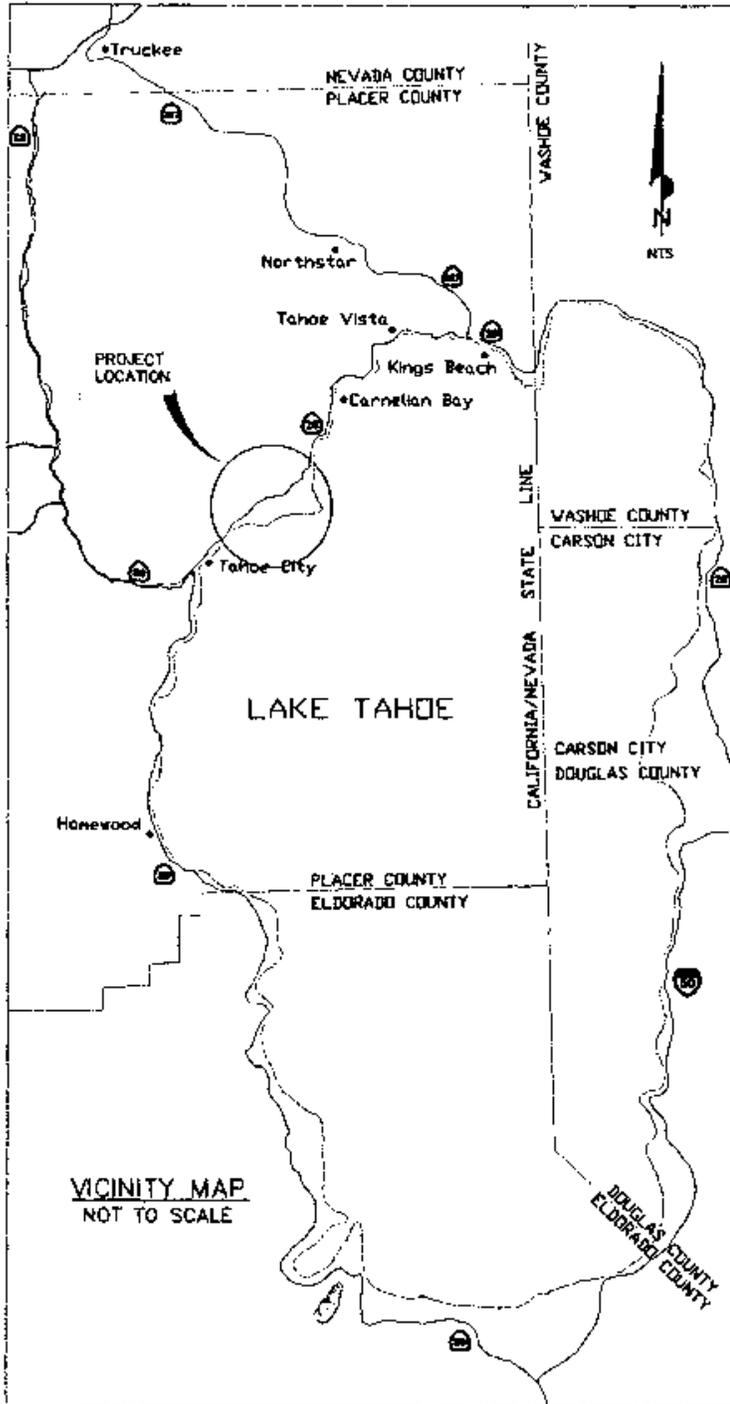
Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chairman, Board of Supervisors

Attest:  
Clerk of said Board

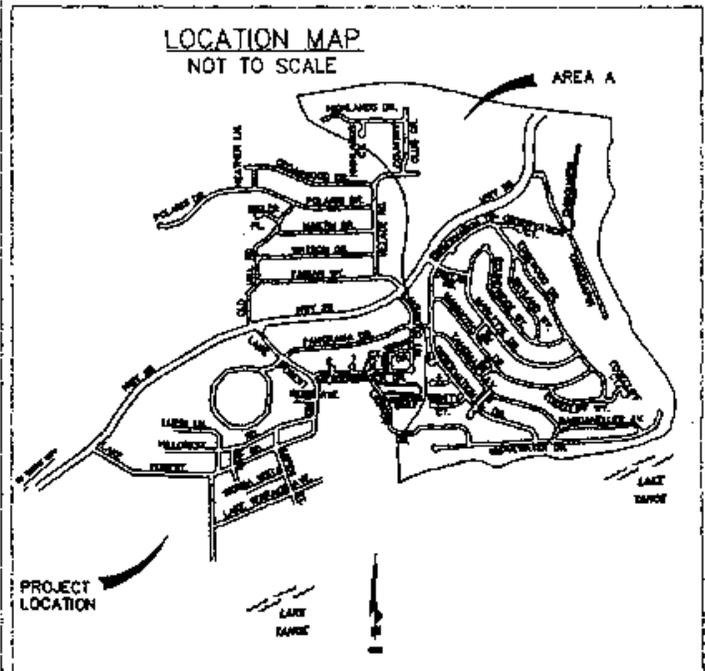
\_\_\_\_\_  
\_\_\_\_\_  
BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves a cooperative agreement between the Department of Public Works and the Tahoe City Public Utility District for waterline utility work in concert with the Lake Forest Erosion Control Project - Area A (Dollar Point); and authorizes the Director of Public Works or his designee to execute the cooperative agreement and all related documents.



PLACER COUNTY  
DEPARTMENT OF  
PUBLIC WORKS

LAKE FOREST  
EROSION CONTROL PROJECT

VICINITY AND LOCATION MAP



**DRAFT**

COOPERATIVE AGREEMENT  
EROSION CONTROL IMPROVEMENTS  
DOLLAR POINT EROSION CONTROL PROJECT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 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 Dollar Point Erosion Control Project (Contract No. 1009; herein after referred to as Project; and

WHEREAS, the COUNTY proposes to install underground and surface drainage improvements on various streets for the Project, and the DISTRICT agrees to relocate water/sewer laterals on various streets and relocate 633 linear feet of a water main on Edgewater Drive between Observation Drive and Dardanelles Avenue totaling an estimated cost of \$252,020, 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 DISTRICT and the COUNTY agree that it would be advantageous to relocate water/sewer laterals and water main as a part of the Project; and

WHEREAS, the DISTRICT and the COUNTY recognize that cost sharing is advantageous to both parties and said cost apportionment is set forth in Exhibit A.

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 and sewer relocation portions 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 bid items for the water and sewer lateral relocations and the water main relocations.
3. The COUNTY will engineer, design, and prepare plans and specifications for the erosion control improvements for incorporation in the final plans and specifications for the Project. Any corrections or revisions required by the DISTRICT to these design documents will be made by the COUNTY to the mutual satisfaction of each

agency prior to incorporation in the final Project plans and specifications by the COUNTY.

4. In the contract documents there are six (6) bid items that the COUNTY and the DISTRICT agree to share costs. The list of items is included as Exhibit A, attached hereto and by this reference, incorporated herein. The cost allocation percentages of COUNTY and DISTRICT responsibility is indicated on Exhibit A.

Reimbursement for construction costs will be based on the bid prices of the contractor awarded the construction contract by the COUNTY. Upon award of the contract, Exhibit A will be revised with actual costs based on the successful bid amounts.

5. 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.

6. Within ten (10) calendar days of bid opening, the COUNTY will forward a copy of the bid summary to the DISTRICT for review. The COUNTY reserves the right to not accept the bid if the bid prices exceed the engineer's estimate for those improvements.
7. The COUNTY will award the contract to the lowest responsible bidder. Upon award of the construction contract, Exhibit A will be revised with actual costs based on the successful bid amounts. The DISTRICT shall reimburse the COUNTY for construction costs based on actual Project construction costs.
8. The DISTRICT shall authorize, approve, and provide to the COUNTY required funds for bid items related to DISTRICT required improvements within thirty (30) days following the receipt of an invoice by the COUNTY for each progress payment.
9. The COUNTY will bill any remaining costs of the project related to the DISTRICT's improvements to the DISTRICT after completion of all work and the filing of the Notice of Completion. The DISTRICT shall reimburse the COUNTY said remaining costs within thirty (30) days of receipt of the COUNTY's request for reimbursement. The bill for reimbursement will include the remaining funds for the water/sewer lateral and water main relocation work, a credit for DISTRICT's design, inspection,

and administration charges, 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.

10. The COUNTY, as the contracting agency, accepts contractual responsibility for all work and agrees to have the water and sewer 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.
11. 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.
12. The COUNTY and DISTRICT will jointly work to negotiate change orders and claims with the contractor to resolve any claims related to the water/sewer lateral and water main 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, Items Nos. 2, 3, 4, 30, 31, and 32 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.

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 on compliance with the California Environmental Quality Act (CEQA). The COUNTY will complete environmental review and file and cause to be posed a notice of determination at least thirty (30) days before work commences on the project.

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: \_\_\_\_\_

**Dollar Point Erosion Control Project**

Bid Costs (Revised 5/7/08)

(revise until after payments are issued, issue an amendment for final costs)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	District Percentage	District Cost	County Percentage	County Cost
1	UTILITY LOCATION	1.00	LS	\$10,000.00	\$10,000.00	0.00%	\$	100.00%	\$ 10,000.00
2	WATER POLLUTION CONTROL	1.00	LS	\$10,000.00	\$10,000.00	2.63%	\$ 262.58	97.37%	\$ 9,737.42
3	MOBILIZATION	1.00	LS	\$15,000.00	\$15,000.00	2.63%	\$ 393.88	97.37%	\$ 14,606.12
4	TRAFFIC CONTROL SYSTEM	1.00	LS	\$10,000.00	\$10,000.00	2.63%	\$ 262.58	97.37%	\$ 9,737.42
5	REMOVE ASPHALT CONCRETE	15,980.00	SF	\$1.50	\$23,970.00	0.00%	\$	100.00%	\$ 23,970.00
6	REMOVE EXISTING IMPROVEMENTS	1.00	LS	\$5,000.00	\$5,000.00	0.00%	\$	100.00%	\$ 5,000.00
7	CLEARING AND GRUBBING	1.00	LS	\$5,000.00	\$5,000.00	0.00%	\$	100.00%	\$ 5,000.00
8	CHANNEL LINING	6,213.00	LF	\$30.00	\$186,390.00	0.00%	\$	100.00%	\$ 186,390.00
9	INFILTRATION GALLERY	406.00	LF	\$90.00	\$36,540.00	0.00%	\$	100.00%	\$ 36,540.00
10	TREATMENT TYPE ITA	12,034.00	SF	\$ 2.75	\$ 33,104.50	0.00%	\$	100.00%	\$ 33,104.50
11	TREATMENT TYPE ITC	4,967.00	SF	\$ 1.50	\$ 7,450.50	0.00%	\$	100.00%	\$ 7,450.50
12	TREATMENT TYPE ITD	306.00	SF	\$ 8.00	\$ 2,448.00	0.00%	\$	100.00%	\$ 2,448.00
13	TREATMENT TYPE ITC	415.00	SF	\$ 10.00	\$ 4,150.00	0.00%	\$	100.00%	\$ 4,150.00
14	ASPHALT CONCRETE	244.00	TON	\$ 250.00	\$ 61,000.00	0.00%	\$	100.00%	\$ 61,000.00
15	MINOR CONCRETE STRUCTURES (MODIFIED TYPE (1-2 - DRAINAGE INLET))	21.00	EA	\$ 4,500.00	\$ 94,500.00	0.00%	\$	100.00%	\$ 94,500.00
16	MINOR CONCRETE STRUCTURES (TRANSVERSE DRAIN (12"))	391.00	LF	\$ 60.00	\$ 23,460.00	0.00%	\$	100.00%	\$ 23,460.00
17	MINOR CONCRETE STRUCTURES (MANHOLE)	1.00	EA	\$ 5,000.00	\$ 5,000.00	0.00%	\$	100.00%	\$ 5,000.00
18	MINOR CONCRETE STRUCTURES (JUNCTION BOX)	1.00	EA	\$ 10,000.00	\$ 10,000.00	0.00%	\$	100.00%	\$ 10,000.00
19	CONCRETE CURB AND GUTTER	1,123.00	LF	\$ 30.00	\$ 33,690.00	0.00%	\$	100.00%	\$ 33,690.00
20	8" CORRUGATED HDPE	31.00	LF	\$ 40.00	\$ 1,240.00	0.00%	\$	100.00%	\$ 1,240.00
21	12" CORRUGATED HDPE	229.00	LF	\$ 50.00	\$ 11,450.00	0.00%	\$	100.00%	\$ 11,450.00
22	15" CORRUGATED HDPE	504.00	LF	\$ 70.00	\$ 35,280.00	0.00%	\$	100.00%	\$ 35,280.00
23	18" CORRUGATED HDPE	821.00	LF	\$ 80.00	\$ 65,680.00	0.00%	\$	100.00%	\$ 65,680.00
24	24" CORRUGATED HDPE	42.00	LF	\$ 95.00	\$ 3,990.00	0.00%	\$	100.00%	\$ 3,990.00
25	SEDIMENT TRAP	19.00	EA	\$ 5,500.00	\$ 104,500.00	0.00%	\$	100.00%	\$ 104,500.00
26	ENERGY DISSIPATOR	64.00	SF	\$ 30.00	\$ 1,920.00	0.00%	\$	100.00%	\$ 1,920.00
27	PURCHASE AND STOCKPILE ROCK	15.00	TON	\$ 30.00	\$ 450.00	0.00%	\$	100.00%	\$ 450.00
28	SNOW POLES	140.00	EA	\$ 200.00	\$ 28,000.00	0.00%	\$	100.00%	\$ 28,000.00
29	PROJECT SIGN	1.00	EA	\$ 1,200.00	\$ 1,200.00	0.00%	\$	100.00%	\$ 1,200.00
30	WATER SERVICE LATERAL RELOCATION	15.00	EA	\$ 1,200.00	\$ 18,000.00	33.00%	\$ 5,940.00	67.00%	\$ 12,060.00
31	WATER MAIN RELOCATION	633.00	LF	\$ 70.00	\$ 44,310.00	33.00%	\$ 14,622.30	67.00%	\$ 29,687.70
32	SEWER SERVICE LATERAL RELOCATION	8.00	EA	\$ 1,200.00	\$ 9,600.00	33.00%	\$ 3,168.00	67.00%	\$ 6,432.00
33	CULVERT REPAIR	1.00	LS	\$ 400.00	\$ 400.00	0.00%	\$	100.00%	\$ 400.00
34	RESET ROAD SIGN	10.00	EA	\$ 100.00	\$ 1,000.00	0.00%	\$	100.00%	\$ 1,000.00
<b>Sub-Total</b>					<b>\$ 903,723.00</b>		<b>\$ 24,649.34</b>		<b>\$ 879,073.66</b>
10% Construction Contingency					\$ 90,372.30	2.73%	\$ 2,464.93	97.27%	\$ 87,907.37
<b>Total Construction Costs</b>					<b>\$ 994,095.30</b>		<b>\$ 27,114.28</b>		<b>\$ 966,981.02</b>

<b>PLACER COUNTY CONSTRUCTION ADMINISTRATION SERVICES</b>									
Placer County Construction Staking	\$ 33,000.00	2.72%	\$ 896.00	97.28%	\$ 32,104.00				
Placer County Construction Management/Inspection	\$ 126,330.00	2.63%	\$ 3,317.22	97.37%	\$ 123,012.78				
<b>Total Construction Administration Costs</b>					<b>\$ 159,330.00</b>		<b>\$ 4,213.22</b>		<b>\$ 155,116.78</b>

**TOTAL PLACER COUNTY PROJECT COSTS**      \$ 1,153,425.30      \$ 31,327.56      \$ 1,122,097.80  
2.7% 97.3%

	Total TCPUD Expense	TCPUD Credit
TCPUD DESIGN AND INSPECTION EXPENSES		
TCPUD Design (Actual Thru Feb-08)	\$ 11,352.50	\$ 7,006.18
TCPUD Inspection (Estimated)	\$ 10,000.00	\$ 6,700.00
<b>Total TCPUD Expense Credit</b>	<b>\$ 21,352.50</b>	<b>\$ 13,706.18</b>

**TCPUD REIMBURSEMENT AMOUNT**      \$ 17,021.32

