



Agenda Item: 6

Date: February 10, 2010

Subject: Agreement for Water Service Improvements with County of Sacramento for Forcum and Bell Avenue Roadway Improvements Project – McClellan Park

Staff Contact: Warren Jung, Manager Engineering Services

Recommended Board Action:

Authorize General Manager to execute the “Agreement for Water Service Improvements with County of Sacramento for Forcum and Bell Avenue Roadway Improvements Project” – McClellan Park (See Exhibit 1 – Agreement) subject to no substantive changes by the County.

Discussion:

The County of Sacramento (County) is proposing to perform street improvements on Forcum Avenue south of Dudley Boulevard at McClellan Park (See Exhibit 2 – Location Map). Forcum Avenue currently has a pavement crown of east to west. The County is proposing to re-grade the street with the crown in the middle of the street with the road sloped to the east and west. SSWD’s existing water line is located on the east side of the street at about 36-inch of cover. The project calls for removing approximately 18-inches of the existing roadway section on the east side of the road. With the removal of the existing roadway surface insufficient cover will remain over the existing water main. The County is requesting SSWD either lower the existing water main or relocate to another location. After several discussions with the County and review of the roadway improvements plans staff decided the best solution was to relocate the water main to the west side of the street (See Exhibit 3 – Facilities Plan). Staff’s decision was based on the following:

- The existing water main is constructed of asbestos cement pipe and structurally may not be safely lowered without suffering damage.
- The existing water main currently serves fire protection and domestic service to buildings 637 and 640 and must be kept in service.
- The existing water main is 8-inch in diameter. The size was not adequate per District Regulations for fire protection for the existing and future occupancy for the surrounding buildings. The existing structures are zoned commercial and per Regulations the water main size should be 12-inch in diameter.
- Forcum Avenue is a County road and per County code all utilities in conflict with a County project is required to be relocated at the utilities expense.

The County provided two options to perform the relocation work. The first option was for SSWD to prepare plans and specifications and place the project out to bid to relocate the water line before the County started the roadway work. The second option would be including the project in the bid packets for the roadway improvements. The County roadway project was scheduled to open competitive bids on February 4, 2010 with construction beginning in April.

After weighting the options staff concluded to add the project to the County's roadway plans. By incorporating the water plans with the roadway plans, there were clearly many beneficial points by incorporating into one bid package. There is only one downside to inclusion into the roadway project. The selection of the contractor would be based on the lowest acceptable bid for the roadway project and not the water main installation. The benefits of incorporating as one project include:

- County would clear the existing roadway and old storm drain and prepare the roadway for the water main installation.
- County would remove the existing pavement and expose all facilities in conflict with the water main installation including making arrangements to mitigate the conflicts.
- County would carry the contractual agreement with the contractor to complete the installation. SSWD would provide inspection services for the water main installation and schedule for water outages for the tie-ins.
- County would schedule the installation prior to the roadway work.
- No responsibility for placement of erosion control measures. The erosion control measures are a part of the County's plans to be implemented.
- No encroachment permit required for the water main installation. The water main installation would be part of the County's project.
- No need to request permission to close Forcum Avenue for construction. The County will implement the closure of the road.
- No restoration of the existing roadway section including final pavement placement. The County will complete the roadway section after completion of the improvements.

The County of Sacramento prepared the agreement. The agreement is for SSWD to reimburse the County for the cost to install the new water main and appurtenances including any contract change orders as per the bid price on the Forcum Avenue Roadway Project and the responsibility to provide inspection services for the installation of the water main. The agreement also clarifies that the selection of the lowest acceptable bid will be based on the County's roadway project and not on the water line installation. SSWD's legal counsel has reviewed the agreement and provided revisions to the County of which the County tentatively agreed pending non-substantive comments.

The County, which opened competitive bids on February 4th, informed staff that the apparent low bidder for the roadway project is Western Engineering Contractors (Western). Western's price for the water main relocation was \$164,150.00. Staff's most probable cost of construction was

\$176,950.00. The County received 16 bid proposals for the roadway project. Western's water main installation cost was the fifth lowest. The lowest was at \$149,260.00.

Staff recommends keeping the water main installation in the County's roadway project and accepting the proposal to construct the water main for \$164,150.00. The difference in the cost is approximately \$14,890.00 between Western's proposal and the low proposal for the water main installation. Staff feels the difference is well warranted given that if the project is separately placed out to bid, the cost would well exceed the difference as SSWD would be required to include the items mention earlier including completion of the project prior to the start of the roadway project. Staff has also worked with Western Engineering Contractors in the past and is an acceptable contractor to perform the water main installation work.

Fiscal Impact:

The fiscal impact is \$164,150.00. The funding for the project is under SC10-019 Distribution Main Improvements/Extensions/Interties.

Strategic Plan Alignment:

Water Supply – 1E, Ensure the safety and security of the water system.

The relocating of the water main will ensure that proper coverage and protection is provided on the District facilities for future use in the area.

Facilities and Operations – 2B, Monitor and improve the District's efficiencies in operating and maintaining system infrastructure.

The proposed project will relocate an existing water main to continue water service for domestic and fire protection while maintaining circulation for the area.

Leadership – 5D, Interact with the community in appositve and progressive manner for the mutual benefit of the area.

By relocating the existing water facility the new roadway improvements can be made to make the road safer, provide proper drainage and advance future growth in the McClellan Area.

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

**AGREEMENT FOR
WATER SERVICE IMPROVEMENTS
AS PART OF
FORCUM AND BELL AVENUE ROADWAY IMPROVEMENTS PROJECT**

THIS AGREEMENT is made and entered into as of this _____, 2010, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the SACRAMENTO SUBURBAN WATER DISTRICT, a County Water District formed pursuant to the County Water District Law—State of California Water Code Section 30000 et seq, hereinafter referred to as "WATER DISTRICT."

RECITALS

WHEREAS, COUNTY will be constructing the Forcum Avenue and Bell Avenue Roadway Improvements Project (County Construction Contract No. 4049) in the vicinity of McClellan Business Park in the unincorporated area of the County of Sacramento (hereinafter "Roadway Improvements Project"); and

WHEREAS, water service facilities consisting of a pipeline and appurtenances owned by WATER DISTRICT conflict with the Roadway Improvements Project and therefore must be moved to accommodate construction of that project; and

WHEREAS, WATER DISTRICT desires to construct water service improvements along Forcum Avenue and Bell Avenue, generally consisting of installation of approximately 1,290 linear feet of 12" ductile iron pipe, replacement of 2 water meters and backflow preventers, provision of fire hydrant and fire service assemblies, various tie-ins, and abandonment of the existing water main and appurtenant facilities (hereinafter "Water Service Improvements"); and

WHEREAS, COUNTY and WATER DISTRICT desire for COUNTY to include WATER DISTRICT'S Water Service Improvements as part of COUNTY'S Roadway Improvements Project to avoid the need to coordinate separate construction contractors, to avoid multiple construction projects in the community, and to accomplish cost savings; and

WHEREAS, COUNTY and WATER DISTRICT desire to enter into this Agreement for the purpose of having COUNTY construct the Water Service Improvements and to establish responsibilities of each party concerning construction of the Water Service Improvements and to provide reimbursement from WATER DISTRICT to COUNTY for costs incurred by COUNTY to include the Water Service Improvements in COUNTY'S Roadway Improvements Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and WATER DISTRICT agree as follows:

1. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be October 1, 2010.

2. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To COUNTY:

Attn: John Jaeger, Project Manager
Department of Transportation
County of Sacramento
906 G Street, 5th Floor
Sacramento, CA 95814

Additional Contact Information
Phone
Fax
E-Mail

To WATER DISTRICT:

Attn: Warren Jung, Engineering Services
Manager
Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821-5346

Additional Contact Information:
Phone: 916-678-2896
Fax: 916-332-6215
E-Mail: wjung@sswd.org

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

3. **SCOPE OF AGREEMENT**

- A. **Description.** The subject of this Agreement is the construction of WATER DISTRICT'S Water Services Improvements along Forcum Avenue and Bell Avenue in the vicinity of McClellan Business Park, in the unincorporated area of the County of Sacramento, generally consisting of installation of approximately 1,290 linear feet of 12" ductile iron pipe, replacement of 2 water meters and backflow preventers, provision of fire hydrant and fire service assemblies, various tie-ins, and abandonment of existing water main/service, which shall be installed by COUNTY as part of COUNTY'S Forcum Avenue and Bell Avenue Roadway Improvements Project (County Construction Contract No. 4049)), and any residual or later identified portion of Water Services Improvements which may be mutually determined to be included in COUNTY'S Roadway Improvements Project.
- B. **Design – Plans and Specifications.** COUNTY designed its Roadway Improvements Project, and WATER DISTRICT designed its Water Services Improvements. WATER DISTRICT provided its plans, specifications and estimate to COUNTY, and COUNTY included them in COUNTY'S bid package for its Roadway Improvements Project as an additive alternate bid item. Each party shall be responsible for the accuracy and constructability of its respective plans, specifications and estimates and for making any necessary modifications in a timely manner in response to field conditions. WATER DISTRICT hereby accepts the Water Services Improvements plans specification and estimate as incorporated by COUNTY into COUNTY'S plans, specifications and estimate for its Roadway Improvements Project.
- C. **Schedule.** COUNTY has advertised the Roadway Improvements Project for receipt of bids on February 4, 2010 or thereafter, as necessary, as specified in addenda issued by COUNTY'S Director of the Department of Transportation, with contract award as soon thereafter as practicable and construction to commence

and the work be prosecuted in accordance with the contract between COUNTY and the construction contractor to whom COUNTY awards the contract. Neither party shall hold the other responsible for events and delays beyond the other's control.

- D. Award of Construction Contract. COUNTY shall award the construction contract for the Roadway Improvements Project (including WATER DISTRICT'S Water Services Improvements) to the lowest responsive, responsible bidder in accordance with the California Public Contract Code requirements to competitively bid public works projects. COUNTY shall provide WATER DISTRICT with a copy of the awarded bid and construction contract within 10 days after execution of the construction contract.
- E. Administration and Management of Construction. COUNTY shall administer and manage the construction as regularly done by COUNTY in its usual course of business for other COUNTY construction projects, including, but not limited to, the provision of the following services with COUNTY'S own forces: labor compliance, inspections, surveys and staking.
- F. Inspection of Water Services Improvements. Inspection of the Water Services Improvements for compliance with WATER DISTRICT requirements shall be conducted by WATER DISTRICT. COUNTY shall keep WATER DISTRICT informed of the progress of the work and shall notify WATER DISTRICT via phone, fax or e-mail, as provided in the Notice provision of this Agreement, within 24 hours in advance of when work is anticipated to be ready for inspection by WATER DISTRICT. WATER DISTRICT shall conduct inspections during the time-frames noticed by COUNTY and shall coordinate presence on the construction site through COUNTY'S Construction Management and Inspection Division (CMID) inspector. COUNTY will provide contact information for its CMID inspector to WATER DISTRICT after award of the construction contract in coordination with commencement of construction. Issues raised by WATER DISTRICT during the inspection shall be addressed and resolved prior to field acceptance by COUNTY.
- G. Change Orders, Reviews. COUNTY shall submit any proposed change orders related to the Water Services Improvements to WATER DISTRICT for review and response prior to adoption by COUNTY. WATER DISTRICT, or its authorized representatives, shall review all documents submitted by COUNTY and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of COUNTY. WATER DISTRICT shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the COUNTY'S services and of the Roadway Improvements Project and Water Services Improvements.
- G. Public Outreach. COUNTY shall be responsible for public outreach concerning the overall Projects. WATER DISTRICT shall be responsible for public outreach concerning the Water Services Improvements. The parties shall coordinate their efforts to maintain a cohesive, unified public message in support of both the Water Services Improvements and the Roadway Improvements Project overall. COUNTY shall notify WATER DISTRICT 48 hours in advance of scheduled water shut-offs to enable WATER DISTRICT to notify customers. In the event of

emergency shut-off, COUNTY shall immediately notify WATER DISTRICT and coordinate notification of customers with WATER DISTRICT.

4. REIMBURSEMENT OF COSTS FOR WATER SERVICES IMPROVEMENTS

- A. Additive Bid Alternate. WATER DISTRICT shall reimburse COUNTY the amount of the Additive Bid Alternate for the Water Services Improvements as awarded in COUNTY'S construction contract for COUNTY'S Roadway Improvements Project. The COUNTY's bid price through competitive bids for the Water Services Improvements is \$164,150.00. The contractor is Western Engineering Construction.
- B. Change Orders. WATER DISTRICT shall reimburse COUNTY the amount of Water Services Improvements change orders which have been approved by WATER DISTRICT.
- C. All Other Construction Costs. All other construction costs not listed hereinabove shall be borne by COUNTY except where the parties agree that a direct relationship or cause is found that such costs result from WATER DISTRICT'S Water Services Improvements, in which case WATER DISTRICT shall reimburse the costs to COUNTY.
- D. Invoicing. COUNTY shall invoice WATER DISTRICT not more often than monthly, and preferably not less often than quarterly, after commencement of construction of the Water Services Improvements for reimbursement of costs incurred by COUNTY for said construction.
- E. Payments. WATER DISTRICT shall reimburse COUNTY within 30 days after receipt of invoices.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES AND PERMITS

COUNTY shall ensure that the contractor constructing the Water Service Improvements possesses and maintains all necessary licenses, permits, certificates and credentials required to construct the project by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required. COUNTY'S failure to ensure that the contractor maintains the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitute grounds for the termination of this Agreement.

7. PREVAILING WAGES

COUNTY and the contractor constructing the projects shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720, of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.

8. PERFORMANCE STANDARDS

Each party shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to such party's services.

9. INDEMNIFICATION-MUTUAL

- A. WATER DISTRICT shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of WATER DISTRICT'S officers, directors, agents, and employees.
- B. COUNTY shall defend, indemnify, and hold harmless WATER DISTRICT, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of COUNTY and WATER DISTRICT that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and COUNTY'S Board of Supervisors. It is also the intention of COUNTY and WATER DISTRICT that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and COUNTY'S Board of Supervisors.

10. INSURANCE

Each party, at its sole cost and expense, shall carry insurance –or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage's.

11. SUBCONTRACTS, ASSIGNMENT

- A. COUNTY shall be legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement.
- B. This Agreement is not assignable by either party in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by COUNTY'S Director and counsel for COUNTY.

