

**UTILITY RELOCATION AGREEMENT
BETWEEN THE CITY OF MENIFEE AND EASTERN MUNICIPAL WATER DISTRICT
FOR THE CIP 23-05 CASA BLANCA & CIP 23-06 WILLOWS/LAKE RIDGE RESURFACING**

This Utility Relocation Agreement (“Agreement”) is entered into by and between City of Menifee (“CITY”) and Eastern Municipal Water District (“EMWD”) whose address is 2270 Trumble, Road Perris, CA 92570

CITY proposes to improve existing Casa Blanca Neighborhood Resurfacing Project (CIP No. 23-05) This project is located east of the 215 freeway and south of McCall Blvd. The major crossroads are Antelope Road & Grand Avenue. This portion of the project is bounded by the following streets: Grand Ave., Cannon Dr., Golden Hill CT., Wild Sage CT., Cliff top CT., Skeen CT., Bavaria Dr., & Corte Magdalena. Willows/Lake Ridge Neighborhood Resurfacing Project (CIP No. 23-06) This project is located east of the 215 freeway and south of Newport Road. The major crossroads are La Piedra Road & Menifee Road. This portion of the project is bounded by the following streets: Watermill Ln., Bayport Ln., Meadow Run Pl., Bridge water Lane, Crescent Bend Cir., Mill Bridge Dr., Rosie Isle Ct., Teal Brood Dr. all in the City of Menifee, California, hereinafter referred to as “PROJECT”. As part of this PROJECT, the existing street will be improved. EMWD owns, operates, and maintains 8” VCP sewer pipelines, 6” ACP water pipelines, 8” ACP water pipelines, and 12” ACP water pipelines, located within PROJECT limits. The existing sewer manholes and water valve covers will need to be adjusted vertically.

Therefore, it is hereby mutually agreed between CITY and EMWD that:

I. WORK TO BE DONE

- A. CITY shall prepare plans for vertical adjustment of sewer manholes, and water valve covers.
- B. CITY shall adjust manholes, and water valve covers to proposed grade.
- C. All work shall be performed substantially in accordance with EMWD’s water and sewer standards. EMWD shall review and approve CITY’s plans prior to commencement of construction, and agrees to permit construction in the manner approved. After approval of the plans by EMWD, changes in the plans shall be for unforeseen conditions only unless both parties mutually agree otherwise
- D. Deviations from the work described above, initiated by either CITY or EMWD, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by CITY and agreed to/acknowledged by EMWD, will constitute an approved revision and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by EMWD of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the Revised Notice to Owner.
- E. EMWD shall have the right to inspect the work by CITY’s contractor during the adjustment to grade of the manholes and water valve covers. Upon completion of work by CITY, EMWD agrees to accept ownership and maintenance of the relocated facilities.
- F. EMWD shall provide inspections of adjustment to grade of the manholes and water valve covers work performed within the contract.

- G. EMWD shall be responsible for all communication between the CITY's contractor performing the work and their Inspector.
- H. EMWD shall provide in writing any corrective work to the CITY's contractor. No work on EMWD facilities will be allowed to be performed by the CITY's contractor without an EMWD Inspector on site.
- I. EMWD shall perform inspections in a timely manner to avoid project delays.

II. LIABILITY FOR WORK

- A. Costs for relocation by CITY are to include, but are not limited to, all elements of planning, design, construction, inspection, and project closeout.
- B. The adjustment of manholes, and adjustment of water valve covers will be relocated at EMWD's expense and shall include all EMWD staff, consultant, inspection, and contractor costs.

III. PERFORMANCE OF WORK

- A. CITY will administer the construction contract to adjust the manholes and water valves to grade on CIP 23-05 Casa Blanca & CIP 23-06 Willows/Lake Ridge Improvement plans. CITY will provide construction management and inspection as well.
- B. EMWD shall have access to all phases of the facilities being adjusted by the CITY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the PROJECT Construction Contract, however, all questions regarding the work being performed by CITY will be directed to CITY's Engineer for their evaluation and reply to the question. EMWD shall retain the right to make final decisions that impact their facilities.
- C. Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, and inspection are to be furnished by CITY.
- D. Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by the CITY's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirement.
- E. Work performed directly by EMWD's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages.

IV. PAYMENT FOR WORK

- A. EMWD shall be solely responsible for costs associated with adjustment of manholes and water valves. In the event additional work becomes necessary to complete this work, EMWD shall bear full financial responsibility for all costs associated with the additional work.
- B. As indicated under Section III, Performance of Work, EMWD will perform plan check and construction inspection activities of facilities. The actual costs incurred by EMWD in its performance

of said work will be paid by EMWD.

- C. It is understood and agreed that CITY will not pay for any betterment or increase in capacity of EMWD's facilities in the new location.
- D. Detailed records from which the billing is compiled shall be retained by CITY for a period of three years from the date of the final payment and will be available for audit by CITY and/or Federal auditors. EMWD agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645.
- E. As indicated under Section III, Performance of Work, CITY will: design, prepare plans, prepare specifications, oversee and inspect all work. CITY shall perform the work at EMWD expense.
- F. 90% of the reimbursements will be paid by EMWD to the CITY within the first 60 days after bids have opened.

V. GENERAL CONDITIONS

- A. If CITY's PROJECT which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work described herein, CITY will notify EMWD in writing and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating this Agreement and reconciling outstanding costs/reimbursements due.
- B. CITY shall prepare all documentation and obtain any and all environmental clearances as necessary for the relocated facilities, including but not limited to compliance with requirements imposed under the National Environmental Protection Act (NEPA) and the California Environmental Quality Act (CEQA).
- C. CITY represents and warrants that this Agreement is not subject to 23 CFR 635.410, the Buy America provisions.
- D. EMWD and CITY each hereby agree to indemnify, defend, and hold harmless the other party and their respective directors, officials, officers, employees, and agents from and against any claims, actions, damages, and liabilities arising out of or in any manner connected with the activities governed by this Agreement due to any negligent acts, errors, or omissions or willful misconduct of the indemnifying party performed in connection with such party's duties and obligations hereunder.
- E. The undersigned individuals hereby warrant and represent that they each have full legal authority to sign this Agreement and bind the respective party hereto.
- F. This Agreement will be construed and interpreted under, and governed and enforced according to the laws of the State of California.
- G. This Agreement contains the entire agreement between the parties regarding the subject matter of this Agreement. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, will be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof each of the parties acknowledges that no person has made, any representation, warranty, guaranty, or promise except as set forth herein; and no such agreement, statement,

representation, or promise that is not contained herein will be valid or binding on any of the parties.

- H. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes of this Agreement, facsimile and electronic signatures will be deemed to be original signatures.
- I. Each of the parties has reviewed this Agreement and each has had the opportunity to have its respective counsel review and revise this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendments or exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words “person” and “party” include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- J. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

VI. COST ESTIMATES AND WAIVERS

Please refer to Attachment A for quantities and reimbursement fees.

Reimbursement Agreement

| | Description | EMWD | CITY |
|--------------|--|------------------|--|
| Design | Adjust manholes and water valves to grade. | | CITY's responsibility. City's cost to EMWD Waived |
| Construction | Adjust manholes to grade | Quantity = 84 EA | CITY's responsibility. EMWD to reimburse CITY for Construction |
| | Adjust water valve covers to grade and paint blue or purple. | Quantity = 96 EA | CITY's responsibility. EMWD to reimburse CITY for Construction |
| TOTAL | | | |

Agency Estimate Costs:

| | Description | EMWD | CITY |
|-----------------|--|--|------------|
| Design Review | Adjust manholes and water valves to grade. | EMWD's responsibility EMWD's cost to City Waived | |
| Inspection Fees | Adjust manholes and water valves to grade. | EMWD's responsibility EMWD's cost to City Waived | |
| TOTAL | | \$ Waive** | \$ Waive** |

****EMWD and City agree to waive all design reviews, encroachment permits, and inspection fees.**

****THE ACTUAL REIMBURSEMENT COST TO CITY BY EMWD FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK SHALL BE DETERMINED AT COMPLETION OF WORK.**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CITY OF MENIFEE:

By _____
Name _____ Date _____
Title _____

EASTERN MUNICIPAL WATER DISTRICT:

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____

Casa Blanca Community Resurfacing Project (CIP No. 23-05)
Willows/Lake Ridge Community Resurfacing Project (CIP No. 23-06)

**BASE BID SCHEDULE-A
(GENERAL BID ITEMS)**

| # | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|-----------------------------------|---|------|-----|--------------|---------------|
| 1 | Mobilization/Demobilization | LS | 1 | \$ 70,000.00 | \$ 70,000.00 |
| 2 | Preparation of storm water management plan (signed by Registered professional), and Implement of storm water manage plan per special provisions sect. 7-8.6.2 & 7-8.6.3 | LS | 1 | \$ 3,200.00 | \$ 3,200.00 |
| 3 | Traffic Control and pedestrian control (signed by Registered Engineer) and implementation of traffic control plan. | LS | 1 | \$ 23,000.00 | \$ 23,000.00 |
| 4 | Construction Staking (ADA Ramps) | LS | 1 | \$ 2,500.00 | \$ 2,500.00 |
| 5 | Survey Centerline Ties & re-establish monuments (see close out documents 4-3 and section 2-9.2) | LS | 1 | \$ 46,000.00 | \$ 46,000.00 |
| 6 | Clearing and Grubbing (see section 300-1,pg.159 of special provisions) | LS | 1 | \$ 4,000.00 | \$ 4,000.00 |
| BID-A SUB TOTAL PRICE (ITEMS 1-6) | | | | | \$ 148,700.00 |

**BASE BID SCHEDULE-B
(CIP 23-05-Casa Blanca Community Resurfacing Project)**

| # | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|-----|---|------|--------|-------------|--------------|
| 7 | 6' Header Grind (0"-2.0") | SF | 65,000 | \$0.48 | \$ 31,200.00 |
| 8 | Longitudinal Taper grind (0"-2.0"), per detail on sheet 2 | SF | 13,000 | \$ 0.59 | \$ 7,670.00 |
| 9** | Construct concrete pedestrian ramp type 1 from BC to EC (this includes ADA ramp with 6"/8" retaining curb, sidewalk, curb, gutter) per city of Menifee std's: #200,400,405 including related unclassified excavation, subgrade preparation, line and grade. | EA | 7 | \$ 8,100.00 | \$ 56,700.00 |
| 10 | 6" concrete curb & gutter per city std. #200 (type 6) | LF | 120 | \$ 91.00 | \$ 10,920.00 |
| 11* | Raise man hole per EMWD std #SB 53 & SB-61(will require false bottoms, confined space certified). | EA | 42 | \$ 600.00 | \$ 25,200.00 |

Casa Blanca Community Resurfacing Project (CIP No. 23-05)
Willows/Lake Ridge Community Resurfacing Project (CIP No. 23-06)

BASE BID SCHEDULE-B CONTINUED
(CIP 23-05-Casa Blanca Community Resurfacing Project)

| # | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|------------------------------------|--|------|--------|------------|----------------|
| 12* | Adjust water valve to finished grade per EMWD std #SB-668. | EA | 48 | \$ 475.00 | \$ 22,800.00 |
| 13* | Paint water valve covers blue or purple per EMWD's standard STD#S-B668 | EA | 48 | \$ 85.00 | \$ 4,080.00 |
| 14 | Furnish and Install Blue Dots per City of Menifee Standard Plan 705 | EA | 8 | \$ 28.00 | \$ 224.00 |
| 15 | Construct concrete spandrel per city std. #209 (this includes curb & gutter to be poured monolithic) | SF | 4,750 | \$ 28.00 | \$133,000.00 |
| 16 | 3/8" thick asphalt rubber aggregate membrane (ARAM) | SY | 31,000 | \$ 5.95 | \$ 184,450.00 |
| 17 | 1.5" AC pavement (RUBBERIZED), per details on sheet 2. , including related unclassified excavation, subgrade preparation, line and grades,(ARHM see section 203-11) | TONS | 3,100 | \$ 138.00 | \$ 427,800.00 |
| 18 | Install "STOP BAR PLACEMENT" PER CITY OF Menifee STD. 1201 (without crosswalk) stop bar shall be installed perpendicular to traffic flow. | EA | 3 | \$ 290.00 | \$ 870.00 |
| 19 | Install new sign & post per city std 815,817&1200 (must obtain inspector approval),(sign type per plan). | EA | 10 | \$ 525.00 | \$ 5,250.00 |
| 20 | 4" Full Depth AC pavement (CONVENTIONAL) per details on sheet 2. , including related unclassified excavation, subgrade preparation, line and grades,(PG70-10,see section 203-11) | TONS | 75 | \$ 265.00 | \$ 19,875.00 |
| 21 | Construct 4" thick concrete mortar mix 3" to 4" integrated cobble rock, per city Std. plan #1315 | SF | 500 | \$ 53.00 | \$ 26,500.00 |
| 22 | Construct 4" thick PCC sidewalk per city std. 400 | SF | 1,700 | \$ 19.00 | \$ 32,300.00 |
| 23** | Construct concrete curb ramp type 1 with 6"/8" retaining curb per city of Menifee std #405. Including related unclassified excavation, subgrade preparation, line and grade | SF | 700 | \$ 37.00 | \$ 25,900.00 |
| BID B SUB TOTAL PRICE (ITEMS 7-23) | | | | | \$1,014,739.00 |

Casa Blanca Community Resurfacing Project (CIP No. 23-05)
Willows/Lake Ridge Community Resurfacing Project (CIP No. 23-06)

BASE BID SCHEDULE-C
(CIP 23-06-Willows/Lake Ridge Community Resurfacing Project)

| # | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|------|---|------|---------|-------------|---------------|
| 24 | 6' Header Grind (0"-2.0") | SF | 105,000 | \$ 0.48 | \$ 50,400.00 |
| 25** | Construct concrete pedestrian ramp type 1 from BC to EC (this includes ADA ramp with 6"/8" retaining curb, sidewalk, curb, gutter) per city of Menifee std's: #200,400,405 including related unclassified excavation, subgrade preparation, line and grade. | EA | 11 | \$ 8,100.00 | \$ 89,100.00 |
| 26* | Raise man hole per EMWD std #SB 53 & SB-61(will require false bottoms, confined space certified). | EA | 42 | \$ 600.00 | \$ 25,200.00 |
| 27* | Adjust water valve to finished grade per EMWD std #SB-668. | EA | 48 | \$ 475.00 | \$ 22,800.00 |
| 28* | Paint water valve covers blue or purple per EMWD's standard STD#S-B668 | EA | 48 | \$ 85.00 | \$ 4,080.00 |
| 29 | Furnish and Install Blue Dots per City of Menifee Standard Plan 705 | EA | 19 | \$ 28.00 | \$ 532.00 |
| 30 | Construct concrete spandrel per city std. #209 (this includes curb & gutter to be poured monolithic) | SF | 4,750 | \$ 28.00 | \$ 133,000.00 |
| 31 | 3/8" thick asphalt rubber aggregate membrane (ARAM) | SY | 41,223 | \$ 5.95 | \$ 245,276.85 |
| 32 | 1.5" AC pavement (RUBBERIZED), per details on sheet 2. , including related unclassified excavation, subgrade preparation, line and grades,(ARHM see section 203-11) | TONS | 3,100 | \$ 138.00 | \$ 427,800.00 |
| 33 | Install "STOP BAR PLACEMENT" PER CITY OF Menifee STD. 1201 (without crosswalk) stop bar shall be installed perpendicular to traffic flow. | EA | 10 | \$ 290.00 | \$ 2,900.00 |
| 34 | 4" Full Depth AC pavement (CONVENTIONAL) per details on sheet 2. , including related unclassified excavation, subgrade preparation, line and grades,(PG70-10,see section 203-1) | TONS | 25 | \$ 300.00 | \$ 7,500.00 |

Casa Blanca Community Resurfacing Project (CIP No. 23-05)
Willows/Lake Ridge Community Resurfacing Project (CIP No. 23-06)

BASE BID SCHEDULE-C CONTINUED
(CIP 23-06-Willows/Lake Ridge Community Resurfacing Project)

| # | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|-------------------------------------|---|------|-------|------------|------------------------|
| 35 | 6" concrete curb & gutter per city std. #200 (type 6) | LF | 125 | \$ 91.00 | \$ 11,375.00 |
| 36 | Construct 4" thick PCC sidewalk per city std. 400 | SF | 1,800 | \$ 19.00 | \$ 34,200.00 |
| 37** | Construct concrete curb ramp type 1 with 6"/8" retaining curb per city of Menifee std #405. Including related unclassified excavation, subgrade preparation, line and grade | SF | 700 | \$ 37.00 | \$ 25,900.00 |
| BID C SUB TOTAL PRICE (ITEMS 24-37) | | | | | \$ <u>1,080,063.85</u> |
| GRAND TOTAL BID SCHEDULE (A+B+C) | | | | | \$ <u>2,243,502.85</u> |

ALTERNATE BID ITEM
(CIP 23-05 Casa Blanca Community Resurfacing Project)
(CIP 23-06-Willows/Lake Ridge Community Resurfacing Project)

| # | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|-----------------------|---|------|-------|------------|----------------------|
| 1*** | 3/4" thick HYRAP (or approved equal), HMA Shall be Mix "F". | TONS | 3,053 | \$ 325.00 | \$ 992,225.00 |
| BID C SUB TOTAL PRICE | | | | | \$ <u>992,225.00</u> |

*** - This bid item will be considered in lieu of asphalt base bid items. Alternate bid item must be filled to be considered a responsive bidder. If left blank then you will be considered unresponsive.