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March 23, 2020

Board of Directors  
Triunfo Water & Sanitation District  
Ventura County, California

**REIMBURSEMENT AGREEMENT BETWEEN TWSD AND THE CITY OF THOUSAND OAKS FOR UTILITY MANHOLE RAISING**

**Summary**

The City of Thousand Oaks (City) is planning a pavement overlay and resurfacing project within its boundaries. As a result, the Triunfo Water & Sanitation District (District) has 95 utility manholes that are affected by the overlay project and will need to be raised at its completion. In the interest of efficiency, the City has offered to have its paving contractor (Sully-Miller) do the raising as part of the project. By utilizing this arrangement, the District benefits from the economy of scale for completing the work as part of a larger resurfacing project. The City has negotiated a price \$413 per utility manhole with the Contractor. Previously, the District has obtained quotes in the \$900 - \$2,200 per utility manhole to perform this work. In addition, since this work is part of the City's project, the District will not need to coordinate with the City's inspector as would be the case if the District were to perform the work on its own. Staff recommends the Board approve this Reimbursement Agreement with the City of Thousand Oaks and authorize their Contractor to raise the District's utility manholes.

**Fiscal Impact**

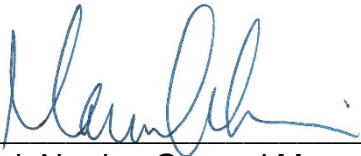
The \$43,159 (\$39,235 plus \$3,924 contingency) is not in the FY 2019-2020 Adopted Budget and will require a budget increase to fund the Agreement.

**Recommendation**

It is recommended the TWSD Board:

- A. Approve the Reimbursement Agreement and authorize the General Manager to sign the Agreement with the City of Thousand Oaks in the amount of \$43,159; and
- B. Direct staff to increase the FY 2019-2020 Adopted Budget by \$43,159; or
- C. Provide staff with direction.

REVIEWED AND APPROVED

  
Mark Norris - General Manager

Attachment: Reimbursement Agreement with the City of Thousand Oaks

**REIMBURSEMENT AGREEMENT  
BETWEEN THE CITY OF THOUSAND OAKS  
AND TRIUNFO WATER AND SANITATION DISTRICT  
FOR THE ADJUSTMENT OF UTILITY MANHOLE COVERS IN CONJUNCTION  
WITH THE 2020 PAVEMENT OVERLAY & RESURFACING  
PROGRAM (CI 5503)**

THIS AGREEMENT (“Agreement”) dated this 31<sup>st</sup> day of March, 2020, is entered into by and between the City of Thousand Oaks, a municipal corporation, organized and existing under the laws of the State of California (“City”) and Triunfo Water and Sanitation District (“Public Utility Company”).

WHEREAS, Public Utility Company owns wastewater utility manhole covers (“Property”), and will need certain improvements to the Property to lift them to final grade after the upcoming 2020 Pavement Overlay and Resurfacing City Capital Project (CI 5503); and

WHEREAS, Public Utility Company is proposing to reimburse City for City’s costs incurred to have City’s contractor adjust the Property to grade; and

WHEREAS, there are a total of 95 existing manhole covers within the project limits on City streets (“Improvements”); and

WHEREAS, the City and Public Utility Company will benefit if this work is performed concurrently with the 2020 Pavement Overlay and Resurfacing Program set forth herein, which will allow the project to be completed sooner, and without multiple disruptions to the residents; and

WHEREAS, Public Utility Company and City desire to enter into an agreement for the adjustment of Property within Public Utility Company’s facilities.

NOW, THEREFORE, in consideration of the covenants contained herein and other valuable consideration, the parties hereby agree as follows:

**1. Responsibility for the Costs of Improvements:** The parties acknowledge that the allocation of the cost of the work for Improvements shall be allocated between City and Public Utility Company as follows:

- a. The total costs for the adjustment of all 95 manhole covers owned by Public Utility Company shall be 100 percent the responsibility of Public Utility Company.

b. City will contract with Sully-Miller Contractors in accordance with the approved CI 5503 Construction Contract. The estimated cost for this portion of Improvements is \$43,159 (\$39,235 plus \$3,924 contingency). The cost listed for Improvements is an estimate and the final cost submitted to Public Utility Company for reimbursement to City may differ.

c. City will request notification by its Contractor to the Public Utility when a damaged manhole ring or cover is in need of replacement, so the Public Utility may promptly provide the needed parts at the site. The Contractor will return the damaged parts to the Public Utility for recycling.

d. City will require its Contractor to take reasonable steps to ensure minimal debris intrusion into the manholes during the raising process. The Public Utility will flush its manholes following completion, but the City will require that excessive debris be removed by the Contractor.

## **2. Change Orders:**

a. City's contractor shall perform the work of Improvements in accordance with the approved CI 5503 Construction Contract, and there shall be no changes or deviations therefrom or additions thereto without prior written consent of City and Public Utility Company. Necessary changes or additions to Improvements not shown on the Approved Drawings, nor included in the Approved Contract shall be approved in writing by City and Public Utility Company in a timely manner prior to their being constructed or implemented, via Change Order.

b. City and/or Public Utility Company shall not be responsible for any extra costs incurred from unauthorized or unapproved Change Order work.

**3. Payment.** Public Utility Company will reimburse City for the cost of Public Utility Company's share of Improvements as required by the provisions of Section 3, along with any extra charges incurred by approved Change Orders and/or incidental work required by City.

a. If Public Utility Company owes City for its share of Improvement costs, as described above, then Public Utility Company shall remit such sum to City within 20 business days of invoice from City.

**4. Prevailing Party Attorney's Fees.** In any action, suit, or proceeding arising from or out of this Agreement and/or to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all attorneys' fees reasonably incurred on such proceeding and all court costs and collection costs, whether incurred out of court, at trial, or on appeal.

**5. Integrated Agreement.** This Agreement constitutes the entire Agreement of the parties hereto and it is expressly stipulated that this Agreement supersedes all prior statements, representations and discussions in connection with the subject matter dealt with in this Agreement.

**6. Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

City: Michelle McCarty  
Public Works Department  
City of Thousand Oaks  
2100 Thousand Oaks Boulevard  
Thousand Oaks, CA 91362

Public Utility Company: Triunfo Water and Sanitation District  
1001 Partridge Drive, #150  
Ventura, CA 93003

Public Utility Company is responsible to notify City of any change in mailing address.

**7. Governing Law.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

**8. Captions.** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

**9. Authorization.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

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

**TRIUNFO WATER AND  
SANITATION DISTRICT**

\_\_\_\_\_  
Signature

Mark Norris  
Name

General Manager  
Title

**CITY OF THOUSAND OAKS**

\_\_\_\_\_  
Andrew P. Powers, City Manager

**ATTEST:**

\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

**APPROVED BY DEPARTMENT HEAD:**

\_\_\_\_\_  
Clifford G. Finley, Public Works Director

**APPROVED AS TO FORM:**  
Office of City Attorney

\_\_\_\_\_  
Felicia Liberman, Assistant City Attorney