

## AGREEMENT REGARDING JOINT SEWER REHABILITATION AND WATER MAIN REPLACEMENT PROJECT

This AGREEMENT regarding JOINT SEWER REHABILITATION AND WATER MAIN REPLACEMENT PROJECT ("**Agreement**") is made and entered into this 4th day of January 2018 (the "**Effective Date**"), by and between the City of Belmont ("**Belmont**") and the Mid-Peninsula Water District ("**MPWD**"), respectively a municipal corporation and a Special District in the State of California. Belmont and MPWD may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

### **RECITALS**

A. Belmont intends to proceed with sewer rehabilitation work in various easements and streets located within the City of Belmont, as described in more detail in Exhibit A, attached hereto and incorporated herein by this reference (the "**Belmont Sewer Rehabilitation Work**").

B. MPWD intends to proceed with water main replacement work on Francis Avenue, Academy Drive and Davey Glen Road located in the City of Belmont, known as the Francis, Academy & Davey Glen Water Main Replacement Project, as described in more detail in Exhibit B, attached hereto and incorporated herein by this reference (the "**MPWD Water Main Replacement Work**").

C. Both Belmont and MPWD intend to use local funding sources for Belmont Sewer Rehabilitation Project and MPWD Water Main Replacement Project, respectively.

D. To more effectively implement their projects and share proportionately in project costs, the Parties desire to coordinate and cooperatively implement the Belmont Sewer Rehabilitation Work and the MPWD Water Main Replacement Work collectively in a Joint Sewer Rehabilitation and Water Main Replacement Project (the "Project") and enter into a single construction contract for the Project.

E. Belmont's cost components of construction will be a part of the bid documents under a bid schedule known as Schedule A. MPWD cost components of construction will be a part of the bid documents under a bid schedule known as Schedule B. Shared cost components of the Project's construction between Belmont and MPWD will be known as Schedule C, attached as Exhibit C. With the exception of roadway restoration, the proportional share of Schedule C will be determined by the ratio of Schedule A or B to Total of Schedule A plus B and applying this ratio to those shared cost components. Actual Bid Prices shall be used to determine this ratio.

For Example:	Actual Bid Price for Schedule A	\$700,000
	Actual Bid Price for Schedule B	\$300,000

Ratio to be used to determine share of Schedule C Costs:

City:  $\$700,000 / (\$700,000 + \$300,000) = 70\%$

MPWD:  $\$300,000 / (\$700,000 + \$300,000) = 30\%$

F. MPWD's responsibility for Street restoration (identified in Schedule D, attached as Exhibit D) will be a fixed amount of \$41,000, which represents the MPWD's calculated value for slurry sealing the streets, striping and the cost of raising water valve cans. The remainder of the street restoration costs will be Belmont's responsibility.

### **TERMS**

NOW, THEREFORE, the Parties in consideration of the mutual promises set forth in this Agreement, agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the Parties to cooperatively accomplish the construction of the Project and for each Party to be responsible for the costs of their portion of the Project.

2. Responsibilities of the Parties.

2.1 Belmont. Belmont agrees to do the following:

a) Be responsible for its own design, engineering, administration, inspection, materials and testing costs for the Belmont Sewer Rehabilitation Work;

b) Prepare bid documents, including bid schedule, contract, general conditions, and special provisions for the purpose of entering into a construction contract for the Project;

i. Bid documents will utilize Belmont Standard Specifications;

ii. Belmont reserves discretion as to form and language of bid and contract documents, subject to reasonable review and approval by MPWD in accordance with Section 2.2(c) below;

c) In Project bid documents, require the contractors for the Project to indemnify and hold harmless both Belmont and MPWD and name both Belmont and MPWD as additional insureds, with language that shall be reviewed and reasonably approved by MPWD as provided for in Section 2.2(b);

d) Incorporate Project design, plans, and construction quantities for the MPWD Water Main Replacement Work;

i. Construction quantities for MPWD Water Main Replacement Work will be listed as separate bid items in the bid documents

e) Bid a construction contract for Project; notify MPWD of the lowest responsible bidder submitting a responsive bid for the combined value of Project; notify MPWD if Belmont is dissatisfied with the bids received and intends to reject the lowest bidder

or intends to award a construction contract to the lowest responsible bidder submitting a responsive bid; If Belmont decides to reject lowest bidder, then the project does not move forward; If MPWD rejects their bid schedule (Schedule B), then Belmont can still move forward with their portion of the Project;

f) Administer the Project construction contract in coordination with MPWD construction inspection and management personnel and be responsible for all costs associated with inspection, material testing, and construction management of the Belmont Sewer Rehabilitation Work and Belmont share of Schedule E, and attached as Exhibit E;

g) Provide a monthly financial accounting of the construction contract, and construction management and administration costs of the Project associated with the MPWD Water Main Replacement Work to MPWD (the "**MPWD Costs**"); and

h) Work cooperatively and in good faith with MPWD to execute the Project, including Schedule C cost-sharing in the event of any unforeseen costs related to the Project.

## 2.2 MPWD. MPWD agrees to do the following:

a) Be responsible for its own design and engineering for the MPWD Water Main Replacement Work, using applicable MPWD technical provisions and standard specifications;

b) Timely provide contract drawings and construction bid quantities for the MPWD Water Main Replacement Work to Belmont to be incorporated into the contract documents for the Project. Such drawings and information shall be consistent with a form to be specified by Belmont; Review and reasonably approve Project bid documents prepared by Belmont as noted in Section 2.1(b) and (c) above in a timely manner;

c) Promptly notify Belmont if MPWD desires to reject Schedule B and its portion of Schedule C with no financial recourse to MPWD. Belmont may choose to move forward with Project;

d) Furnish and identify project inspection personnel, who shall have authority to represent MPWD and inspect the construction of the MPWD Water Main Replacement Work in coordination with Belmont, and be responsible for all costs associated with that inspection;

e) Be responsible for all costs associated with Schedule B and proportional share of Schedule C, with the exception of the street restoration costs, which are covered by Section 2.2(i) below;

f) Be responsible for materials testing, and construction management of the MPWD Water Main Replacement Work and MPWD share of Exhibit E;

g) Reimburse Belmont for the MPWD Costs within 30 days of receiving the financial accounting as provided in Section 2.1(g);



h) Work cooperatively and in good faith with Belmont to execute the Project, including Schedule C cost-sharing in the event of any unforeseen costs related to the Project. [Section 2.1(h)]; and

i) MPWD will be responsible for paying a fixed amount of \$41,000 for street restoration. The remainder of the street restoration costs will be Belmont's responsibility

2.3 True-Up of All Project Costs. After the filing of the Notice of Completion, Belmont and MPWD will carry out a full accounting for all of the costs associated with the Project. Following the full accounting there will be a true-up of the costs associated with the Project and each agency will reimburse the other accordingly.

3. Mutual Indemnification.

3.1 Belmont hereby agrees to indemnify, defend, assume all liability for and hold harmless MPWD and its officers, employees, agents and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses and attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons (collectively, "**Claims**"), to the extent arising out of or in any way connected with the Belmont Sewer Rehabilitation Work, except for Claims arising out of the Project construction, which shall be indemnified by the contractors pursuant to Section 2.1(c) above.

3.2 MPWD hereby agrees to indemnify, defend, assume all liability for and hold harmless Belmont and its officers, employees, agents and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses and attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons (collectively, "**Claims**"), to the extent arising out of or in any way connected with the MPWD Water Main Replacement Work, except for Claims arising out of the Project construction, which shall be indemnified by the contractors pursuant to Section 2.1(c) above.

4. No Waiver. The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

5. Notices. Any notice or other communication ("**Notice**") which either Party may desire to give to the other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including via first class Certified Mail, personal delivery or overnight courier, to the Party to whom the Notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, Certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

MPWD: Mid-Peninsula Water District  
Attention: General Manager  
3 Dairy Lane  
Belmont, CA 94002

Belmont: City of Belmont  
Attention: City Manager  
One Twin Pines Lane  
Belmont, CA 94002

6. Interpretation and Venue.

6.1 Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

6.2 Venue. This Agreement is made in San Mateo County, California. The venue for any legal action in state court filed by any Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of San Mateo. The venue for any legal action in federal court filed by any Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

7. Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

8. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

9. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

10. Amendment of Agreement. This Agreement may be amended at any time by mutual Agreement of the Parties. Any amendment shall be in writing and signed by all Parties.

11. Termination. Neither Party may terminate this Agreement except due to an uncured material breach of the Agreement by the other Party. In the event of a material breach, the non-breaching Party must provide written notice of the breach to the breaching Party, and the breaching Party shall have thirty (30) calendar days from the date of the notice of material breach to cure. In the event of termination pursuant to this section due to MPWD's breach, MPWD shall pay Belmont for all costs incurred up to the effective date of termination, including costs associated with non-cancellable obligations.

12. Entirety of Contract. This Agreement constitutes the entire Agreement between the Parties relating to the subject of this Agreement and supersedes all previous Agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date.

CITY OF BELMONT, A MUNICIPAL CORPORATION

By:

 1/8/18  
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
City Attorney

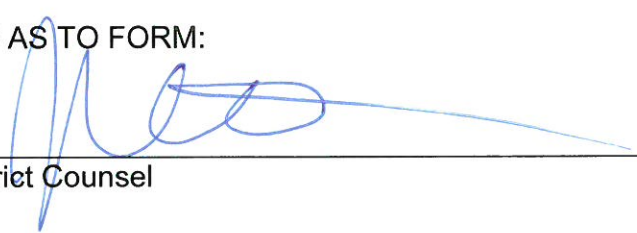
MID-PENINSULA WATER DISTRICT, A SPECIAL DISTRICT

By:

\_\_\_\_\_  
General Manager

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
District Counsel



**CITY OF BELMONT/MID-PENINSULA WATER DISTRICT**  
**2017 JOINT SEWER/WATER REHABILITATION PROJECT**  
**Engineer's Estimate of Probable Construction Cost - 95% Design**

November 16, 2017

**Schedule A**

<b>Bid Item No.</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Item Unit Price</b>	<b>Bid Item Extension</b>
<b>DAVEY GLEN - SEWER</b>					
6	Pipe Bursting In Davey Glen	LF	1124	\$210	\$236,040
7	Pipe Bursting In Easement	LF	91	\$220	\$20,020
8	Lateral Reconnection	EA	6	\$1,500	\$9,000
9	Lateral Extension 1235 North Rd	LS	1	\$6,000	\$6,000
10	New Manhole in Easement	EA	1	\$8,000	\$8,000
11	Storm Drain	LF	16	\$340	\$5,440
<b>FRANCIS - SEWER</b>					
12	New 8-inch PVC, Open Trench	LF	792	\$285	\$225,720
13	New Manhole	EA	4	\$7,000	\$28,000
14	Lateral Extension	EA	6	\$3,800	\$22,800
15	Abandon Existing Sewer Main	LF	409	\$20	\$8,180
<b>BELBURN/ACADEMY/VILLA - SEWER</b>					
16	New 8-inch, Open Trench	LF	714	\$290	\$207,060
17	New Manhole	EA	3	\$7,000	\$21,000
18	Lateral Extension	EA	8	\$2,000	\$16,000
19	Abandon Existing Sewer Main	LF	543	\$15	\$8,145
20	Abandon Manhole	EA	1	\$2,500	\$2,500
21	Pipe Burst in Easement	LF	317	\$220	\$69,740
22	Lateral Reconnection	EA	7	\$1,500	\$10,500
23	Manhole Extension	EA	2	\$1,500	\$3,000
<b>SHORING - SEWER FACILITIES</b>					
4	Shoring for All Sewer Facilities	LS	1	\$45,000	\$45,000

**Sewer Only Sub-Total      \$952,145**

**10% Contingency      \$95,215**

**Total      \$1,047,360**

**CITY OF BELMONT/MID-PENINSULA WATER DISTRICT**  
**2017 JOINT SEWER/WATER REHABILITATION PROJECT**  
**Engineer's Estimate of Probable Construction Cost - 95% Design**

November 16, 2017

**Schedule B**

Bid Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Unit Price	Bid Item Extension
<b>DAVEY GLEN - WATER</b>					
24	New 8-inch DIP	LF	1793	\$320	\$573,760
25	Abandon Existing Water Mains	LS	1	\$20,000	\$20,000
26	North Road Modifications	LS	1	\$5,000	\$5,000
27	1-inch Water Service (Type A)	EA	15	\$3,500	\$52,500
28	4-inch Water Service (Type B)	EA	2	\$9,000	\$18,000
29	8-inch Water Connection (Type C)	EA	2	\$5,000	\$10,000
30	1-inch Water Service (Type D)	EA	1	\$1,000	\$1,000
31	Fire Hydrant Replacement (Type E)	EA	8	\$16,000	\$128,000
32	4-inch Connection (Type F)	EA	2	\$6,000	\$12,000
33	2-inch Water Service (Type G)	EA	2	\$4,500	\$9,000
34	4-inch Water Service (Type H)	EA	1	\$3,500	\$3,500
35	6-inch Water Service (Type H)	EA	1	\$4,000	\$4,000
36	8-inch Water Service (Type H)	EA	1	\$5,000	\$5,000
37	Water Service Abandonment (Type I)	EA	1	\$300	\$300
38	6-inch Gate Valve	EA	2	\$2,500	\$5,000
39	8-inch Gate Valve	EA	6	\$3,000	\$18,000
40	Connection at Middle Rd	LS	1	\$8,500	\$8,500
<b>FRANCIS - WATER</b>					
41	New 8-inch DIP	LF	801	\$320	\$256,320
42	Abandon Existing Water Mains	LS	1	\$10,000	\$10,000
43	Fire Hydrant Replacement (Type E)	EA	1	\$8,000	\$8,000
44	1-inch Water Service (Type A)	EA	23	\$3,500	\$80,500
45	4-inch Blow Off Assembly	EA	1	\$6,000	\$6,000
46	Connection at Notre Dame Ave	LS	1	\$12,000	\$12,000
47	Connection at Fairway Dr	LS	1	\$4,000	\$4,000
48	6-inch Gate Valve	EA	2	\$2,500	\$5,000
49	8-inch Gate Valve	EA	4	\$3,000	\$12,000
<b>BELBURN/ACADEMY/VILLA - WATER</b>					
50	New 8-inch DIP	LF	274	\$320	\$87,680
51	Abandon Existing Water Mains	LS	1	\$8,000	\$8,000
52	1-inch Water Service (Type A)	EA	24	\$3,500	\$84,000
53	Academy Cross Connection Abandonment	LS	1	\$5,000	\$5,000
54	Connections at Belburn and Academy	LS	1	\$40,000	\$40,000
55	Connection at Belburn and Villa	LS	1	\$3,500	\$3,500
56	8-inch Gate Valve	EA	4	\$3,000	\$12,000
<b>SHORING - WATER FACILITIES</b>					
4	Shoring for All Water Facilities	LS	1	\$5,000	\$5,000
				<b>Sewer Only Sub-Total</b>	<b>\$1,512,560</b>
				<b>10% Contingency</b>	<b>\$151,256</b>
				<b>Total</b>	<b>\$1,663,816</b>



**CITY OF BELMONT/MID-PENINSULA WATER DISTRICT**  
**2017 JOINT SEWER/WATER REHABILITATION PROJECT**  
**Engineer's Estimate of Probable Construction Cost - 95% Design**

November 16, 2017

**Schedule C**

<b>Bid Item No.</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Item Unit Price</b>	<b>Bid Item Extension</b>
<b>SHARED COSTS</b>					
1	Mobilization/Demobilization	LS	1	\$200,000	\$200,000
2	Pedestrian and Traffic Control	LS	1	\$50,000	\$50,000
3	SWPP Plan	LS	1	\$7,000	\$7,000

**Sewer Only Sub-Total      \$257,000**

**10% Contingency      \$25,700**

**Total      \$282,700**

## CITY OF BELMONT/MID-PENINSULA WATER DISTRICT

## 2017 JOINT SEWER/WATER REHABILITATION PROJECT

Engineer's Estimate of Probable Construction Cost - 95% Design

November 16, 2017

## Schedule D

Bid Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Unit Price	Bid Item Extension
<b>DAVEY GLEN PAVING - INTERSECTION OF MIDDLE ROAD TO STATION 14+46</b>					
57	1" AC Overlay	SF	52420	\$1	\$62,904
58	5' Wide Wedge Grind	LF	3040	\$2	\$6,080
59	Adjust Manholes to Grade	EA	13	\$3500	\$45,500
60	Adjust Monuments	EA	6	\$1500	\$9,000
61	Striping At Middle Rd Intersection	LS	1	\$3,000	\$3,000
62	Striping At Park Parking Area	LS	1	\$4,000	\$4,000
63	Centerline Striping	LF	1423	\$4	\$5,692
64	Parking Stripe	LF	427	\$2	\$854
<b>FRANCIS - PAVING</b>					
70	Francis - 4" AC Replacement	SF	19175	\$4	\$76,700
71	Slurry Seal	SF	2745	\$1	\$2,196
72	Replace Striping	LS	1	\$2000	\$2,000
<b>BELBURN/ACADEMY/VILLA - SEWER</b>					
65	Academy - 2" AC Overlay	SF	14605	\$2	\$27,750
66	10' Wide Wedge Grind	LF	870	\$4	\$3,045
67	Striping	LS	1	\$5,000	\$5,000
68	Belburn - Slurry Seal	LS	13033	\$1	\$10,426
69	Adjust Water Valve	EA	2	\$1,000	\$2,000

Sewer Only Sub-Total \$266,147

10% Contingency \$26,615

Total \$292,762

# CITY OF BELMONT/MID-PENINSULA WATER DISTRICT 2017 JOINT SEWER/WATER REHABILITATION PROJECT

Construction Management - Proposed Work Hours and Budget  
Tanner Pacific, Inc.

November 9, 2017

## Schedule E

Personnel/Service			Hours and Hourly Rates		Level of Effort Forecast							Close-Out
Hours			Rate	Amount	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18
Tanner Pacific Labor												
Construction												
		M. Jaeger - PM	\$	220 \$	10,000							
		D. Jaworski - CM	256 \$	200 \$	51,200	16	40	40	40	40	24	16
		J. Cate - Field Engineer	544 \$	110 \$	59,840	24	80	80	80	80	80	40
		D. Cusack - Inspector	536 \$	165 \$	88,440	16	80	80	80	80	80	40
					\$	209,480						
		Labor Subtotal			\$	209,480						
Optional Labor												
		Inspection OT	80 \$	165 \$	13,200			20	20	20		
		Optional Labor Subtotal			\$	13,200						
		Total			\$	222,680						

Engineer's Estimate \$ 2,500,000  
CM Percentage (w/o OT) 8.4%  
CM Percentage (w/ OT) 8.9%

### Notes and Assumptions:

Start of Services 1-Jan-18  
Construction NTP 1-Feb-18  
Final Acceptance 31-Jul-18

- Budget is based on FY 17-18 Billing Rates that will remain constant for full period of Contract and a TPI NTP of Jan. 1, 2018
- TPI rates include normal operating and office expenses such as telephone, computers, in-house reproduction and travel in the Bay Area in personal vehicles.
- Budget is based on a 180 calendar day construction duration (Feb - July 2018). Time extensions may require an amendment to cover the additional costs.
- Hours shown in Jan. 2018 for Bid Assistance and Feb. 2018 includes time for Pre-construction meeting, photo/video of pre-construction conditions and other pre-construction services
- Budget includes some hours in August 2018 for Close Out services.
- Services are provided on an hourly basis. Tanner Pacific, Inc. has no obligation to provide services above the budget without a fee adjustment.
- Project involves sewer replacement in busy thoroughfares that could cause work to continue beyond scheduled work hours.  
TPI has included Overtime (OT) hours in the budget for this potential. OT will only be invoiced if the situation actually occurs.