

REIMBURSEMENT AGREEMENT
 BETWEEN
 CITY OF MURRIETA, CALIFORNIA
 AND
 EASTERN MUNICIPAL WATER DISTRICT
 FOR
 EMWD FACILITY ADJUSTMENTS FOR
 2023 CITYWIDE SLURRY SEAL PROJECT, CIP 13048

THIS AGREEMENT is made and entered into as of _____, between the CITY OF MURRIETA, California, a municipal corporation, hereinafter referred to as "CITY," and EASTERN MUNICIPAL WATER DISTRICT, a municipal water district organized and operating pursuant to the Municipal Water District Law of 1911 as set forth in the California Water Code, hereinafter referred to as "EMWD." In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish reimbursement to CITY by EMWD for the cost of adjusting EMWD facilities (manholes) as shown on the attached bid sheet which are made part of this Agreement as Attachment "A", in conjunction with the improvement of the 2023 CITYWIDE SLURRY SEAL Project, CIP 13048, hereinafter referred to as "PROJECT". Existing manholes owned by EMWD must be single adjusted to grade as part of the PROJECT. The quantity of the bid item for "Single Adjust Manhole (EMWD)" is an estimated quantity. Should additional adjustment be deemed necessary by the CITY and EMWD during the course of construction, then EMWD shall be responsible for reimbursing the CITY for the additional adjustments not described on the bid sheet. The facilities to be adjusted are within the CITY's right-of-way. Pursuant to this Agreement, EMWD agrees to pay for the adjustments of the manhole facilities that are located in the CITY's right-of-way and are related to the PROJECT.

Section II. Bid Items. EMWD shall reimburse the CITY one hundred percent (100%) of the costs (hereinafter referred to as "REIMBURSEMENTS"), for the adjustments of certain EMWD facilities within the PROJECT area, as detailed in the table below. The costs for the REIMBURSEMENTS to CITY by EMWD shall include those facility items as shown on the attached Bid Sheet in Attachment "A", which is made a part of this Agreement. The estimated costs for the bid items on the Bid Sheet ("Bid Items") are provided below based on the engineer's estimate for the PROJECT. EMWD shall reimburse the City using the actual bid prices provided by the Bid Sheet plus the cost of any EMWD-approved change order(s). The estimated costs for the bid item on the Bid Sheet are provided below based on the engineer's estimate for the PROJECT.

TOTAL ESTIMATED PROJECT BID ITEMS FROM ATTACHMENT "A"

Item:	Item	Estimated Quantity	Estimated Unit Cost	Estimated Ext Amount
51	Single Adjust Manhole (EMWD)	100 EA	\$814.00	\$81,400.00
Total Estimated EMWD Reimbursements to City:				\$81,400.00

Section III. Construction and Costs.

a. **Bidding.** Costs for the construction are based upon the construction bids that will be received for the PROJECT for the Bid Items referenced in Section II as shown on the Bid Sheet for the PROJECT. CITY will evaluate and analyze all bids received and select the lowest responsible bidder for the PROJECT (hereinafter referred to as "CONTRACTOR"). Per EMWD requirements, the CITY agrees that the bid package will require the CONTRACTOR who will perform work on the sewer items shall have either an "A" or "C34" Contractor's License.

b. **EMWD Right to Perform.** To provide EMWD the option to perform the work identified at Section II as work that is EMWD's responsibility, the CITY's construction bid package shall identify EMWD's Bid Items as Additive Bid Items. Upon receipt of the bids and determination of the lowest responsive and responsible bidder for the PROJECT, the CITY shall notify EMWD of its identified portion of the construction costs for the Bid Items. At that time, EMWD may elect to perform/construct the Bid Items itself to the same specifications as described in the bid specifications. If EMWD elects to perform the Bid Items, EMWD shall bear all costs associated with that work and the CITY shall not include said Bid Items in the contract with the CONTRACTOR. EMWD shall be given a "construction window" inside the PROJECT traffic control to complete the manhole adjustments. Moreover, EMWD shall bear all costs associated with the manhole adjustments, included but not limited to, delay to the CITY'S CONTRACTOR or utility coordination efforts needed as a result of having multiple contractors on site. EMWD shall provide written notice to the City Engineer of its determination to perform the Bid Items within fourteen (14) calendar days from the date of receipt of the CITY's identification of its lowest responsive and responsible bidder or EMWD waives any right to construct the Bid Items.

c. **Payment.** EMWD shall maintain a contingency amount equal to ten percent (10%) of the total estimated costs of the adjustment of the sewer facilities to account for unforeseen changes to the PROJECT. The CITY shall obtain written approval from EMWD prior to the approval of any change orders associated with the adjustments of the facilities EMWD is financially responsible for and authorize the CONTRACTOR to proceed unless failure to act immediately may affect public safety. The cost of any delay in the work due to the delayed action of EMWD in connection with PROJECT construction shall be borne by EMWD. EMWD shall respond to any PROJECT change orders within fourteen (14) calendar days.

CITY shall make payment to CONTRACTOR for all work performed. Actual costs shall be identified and billed to EMWD for payment on the following basis:

The CITY shall invoice EMWD using progress payments or upon completion of the PROJECT, at the discretion of the CITY, for all Bid Items that are the financial responsibility of EMWD. EMWD shall remit payment to the city within thirty (30) days of receipt of the approved invoice.

Section IV. Plans, Permits and Contacts.

a. **Plans and Specifications.** EMWD acknowledges that it has reviewed and approved all plans and specifications for the adjustments of the sewer facilities as shown on the attached plans and the estimated bid amounts are reasonable.

b. **CEQA.** The CITY shall be responsible for obtaining any and all environmental permits and approvals as may be necessary for the PROJECT including, but not limited to, compliance with requirements imposed under the California Environmental Quality Act ("CEQA") as may be applicable.

c. **Agreement Management.** Management and administration of the terms expressed herein shall be performed by CITY for the PROJECT. CITY designates **Mr. Jeff Hitch, City Engineer**, as the contact for CITY in regard to this Agreement. EMWD designates **Mr. Armando Arroyo, Director of Development Services**, as the contact for EMWD to facilitate the REIMBURSEMENTS identified herein.

Section V. Inspection. EMWD shall be responsible to inspect the construction of all EMWD facilities, as shown on Attachment "A" and described in Section II of this Agreement, and the performance of the involved work by CITY's CONTRACTOR for compliance with the approved construction plans and specifications and/or for EMWD's own work if such work has been undertaken by EMWD pursuant to Section III(b). EMWD's inspection personnel shall have the authority to enforce EMWD's construction plans and specifications for the PROJECT, which authority shall include the authority to require that any and all unacceptable materials, workmanship, and/or installation be replaced, repaired, or corrected by CITY's CONTRACTOR without cost to EMWD.

If EMWD undertakes the performance of the PROJECT's Bid items shown in Section II under Total Estimated Project Bid Items From Attachment "A," and if, through the failure of EMWD to provide access and control of the construction site within the time allotted by the Project Specifications, the CITY's CONTRACTOR sustains loss which could not have been avoided by the judicious handling of forces and/or equipment, EMWD shall be liable for that part of the CITY's CONTRACTOR's actual loss, that was unavoidable in accordance with State of California, Department of Transportation Standard Specifications section 8-1.09, RIGHT-OF-WAY DELAYS.

Section VI. Insurance and Indemnity. For the period during which CITY or its CONTRACTOR(s) controls the job site, CITY will provide, or cause to be provided, for the entire period of construction, a policy of workers' compensation insurance and comprehensive general liability insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering EMWD's officers, employees, and agents as additional insureds.

If EMWD undertakes to perform the PROJECT's Bid Items shown in Section II under Total Estimated Project Bid Items from Attachment "A" pursuant to Section III(b), EMWD, prior to commencement of the work and for the period during which EMWD operates at the job site, will provide, or cause to be provided, for the entire period of construction, a policy of workers' compensation insurance and comprehensive general liability insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$1,000,000 per occurrence with a \$5,000,000 aggregate covering the CITY's officials, officers, employees, and agents as additional insureds.

EMWD and the 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 any act or omission of such indemnifying party, performed in connection with such party's duties and obligations hereunder. This Clause shall survive the termination of this agreement.

Section VII. Notices. All notices under this Agreement shall be sent as follows:

WATER DISTRICT: EASTERN MUNICIPAL WATER DISTRICT
P.O. Box 8300
Perris, CA 92572
Attn: Armando Arroyo, Director of Development Services

CITY: City of Murrieta
1 Town Square
Murrieta, CA 92562
Attn: Jeff Hitch, City Engineer

Either party may change its address for notices by notifying the other party. All notices given at the most recent address specified shall be deemed to have been properly given.

Section VIII. Amendment. This Agreement may only be amended in writing upon the mutual written consent of both parties.

Section IX. Laws, Venue and Attorney's Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state of federal court situated in the County of Riverside, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

Section X. Interpretation and Headings. This Agreement shall not to be construed against the Party preparing it but shall be construed as if both Parties prepared it. Headings to paragraph/subparagraphs of this Agreement are for convenience purposes only and are not part of this Agreement.

Section XI. Provisions Binding. This Agreement and the Exhibits attached hereto are binding on the heirs, representatives, successors, and assigns of the Parties of this Agreement.

Section XIII. Authority to Sign Agreement. The undersigned individuals hereby warrant and represent that they each have full legal authority to sign this Agreement and bind the

Parties hereto.

This Agreement is effective as of the date set forth above.

EMWD:

EASTERN MUNICIPAL WATER DISTRICT

By: _____

Joe Mouawad, General Manager

By: _____

Sheila Zelaya, Board Secretary

APPROVED AS TO FORM:

Steve O'Neill, EMWD Attorney

CITY:

CITY OF MURRIETA

By: _____

Lori Stone, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

Attachment "A"

**City of Murrieta Bid Sheet and Project Map for 2023 Citywide Slurry Seal Project,
CIP 13048**

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

BID SHEET

This Bid Sheet defines how the project will be bid and what will constitute the Lowest Bidder. The actual unit prices and total item prices shall be submitted online on the PlanetBids Vendor Portal as defined in the Instructions to Bidders. Should there be a discrepancy between this Bid Sheet and the electronic proposal, the electronic proposal shall govern.

**2023 CITYWIDE SLURRY SEAL PROJECT
CITY PROJECT NO. 23-479
CIP No. 13048**

Bid Items 8, 9, 10, and 11 on the Bid Sheet have an option “A” and an option “B”. Each option is for a different type of slurry seal. Bidders shall only bid ONE of these options on the Bid Sheet. It is the bidder’s discretion as to which type of slurry seal they choose on the bid schedule. In addition, the bidder shall not intermix the types of slurry they are submitting a bid for (i.e. either submit a bid for all types of RPMS or all types of REAS). If more than one option is chosen on the Bid Sheet the entire bid will be considered non-responsive.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
1	Mobilization	1	LS		
2	Traffic Control System	1	LS		
3	Water Pollution Control	1	LS		
4	Traffic Striping and Pavement Marking Removals	1	LS		
5	Encroachment Permits	1	LS		
6	Edge Grind/Micro Milling at Curb Ramps (2' Width)	8,500	LF		
7	Crack Seal	1	LS		
8A	Rubber Polymer Modified Slurry (RPMS) Type 1 (Fill in Bid Item 8A or 8B ONLY)	6,504,433	SF		
8B	Rubberized Emulsion Aggregate Slurry (REAS) Type 1 (Fill in Bid Item 8A or 8B ONLY)	6,504,433	SF		
9A	Rubber Polymer Modified Slurry (RPMS) Type 2 (Fill in Bid Item 9A or 9B ONLY)	5,407,164	SF		
9B	Rubberized Emulsion Aggregate Slurry (REAS) Type 2 (Fill in Bid Item 9A or 9B ONLY)	5,407,164	SF		
10A	Rubber Polymer Modified Slurry (RPMS) Type 1 over 3 (Fill in Bid Item 10A or 10B ONLY)	207,290	SF		
10B	Rubberized Emulsion Aggregate Slurry (REAS) Type 1 over 3 (Fill in Bid Item 10A or 10B ONLY)	207,290	SF		
11A	Rubber Polymer Modified Slurry (RPMS) Type 2 over 3 (Fill in Bid Item 11A or 11B ONLY)	226,637	SF		
11B	Rubberized Emulsion Aggregate Slurry (REAS) Type 2 over 3 (Fill in Bid Item 11A or 11B ONLY)	226,637	SF		
12	Pavement Striping Detail 9	1,953	LF		
13	Pavement Striping Detail 12	5,360	LF		
14	Pavement Striping Detail 21	6,053	LF		
15	Pavement Striping Detail 22	30,870	LF		

Unit prices and total item prices shall be submitted online at PlanetBids.com

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
16	Pavement Striping Detail 27B	5,213	LF		
17	Pavement Striping Detail 28	210	LF		
18	Pavement Striping Detail 29	8,022	LF		
19	Pavement Striping Detail 32	14,696	LF		
20	Pavement Striping Detail 37B	835	LF		
21	Pavement Striping Detail 38	6,316	LF		
22	Pavement Striping Detail 38A	278	LF		
23	Pavement Striping Detail 38B	53	LF		
24	Pavement Striping Detail 39	20,136	LF		
25	Pavement Striping Detail 39A	5,702	LF		
26	Pavement Striping 6" Solid White Lane Line	840	LF		
27	Pavement Striping 12" Solid Yellow Diagonals	63	LF		
28	Paint Bike Lane Symbol with Person Pavement Marking and Bike Lane Arrow	1,016	SF		
29	Thermoplastic Pavement Marking Yellow (SLOW)	181	SF		
30	Thermoplastic Pavement Marking Yellow (SCHOOL)	179	SF		
31	Thermoplastic Pavement Marking Yellow (XING)	132	SF		
32	Thermoplastic Pavement Marking (AHEAD)	236	SF		
33	Thermoplastic Pavement Marking (STOP)	4,000	SF		
34	Thermoplastic Pavement Marking (KEEP)	112	SF		
35	Thermoplastic Pavement Marking (CLEAR)	125	SF		
36	Thermoplastic Pavement Marking (ONLY)	22	SF		
37	Thermoplastic Pavement Marking 12" Stop Bar Limit Line	4,500	SF		
38	Thermoplastic Pavement Marking 24" Yellow Continental Crosswalk	1,558	SF		
39	Thermoplastic Pavement Marking Cross Walk (12" Yellow)	1,449	SF		
40	Thermoplastic Pavement Marking Chevron	152	SF		
41	Thermoplastic Pavement Marking (Type I Arrow)	120	SF		
42	Thermoplastic Pavement Marking (Type IV Arrow)	2,352	SF		
43	Thermoplastic Pavement Marking (Type VI Arrow)	82	SF		
44	Thermoplastic Pavement Marking (Type VII Arrow)	130	SF		
45	Thermoplastic Pavement Marking Cross Walk (12" White)	1,490	SF		
46	Thermoplastic Pavement Marking 24" White Continental Crosswalk	368	SF		
47	Thermoplastic Pavement Marking Yield Line	45	SF		
48	Methyl Methacrylate (MMA) Pavement Marking for Bike Lane (Green)	1,680	SF		
49	Furnish and Install R7-9 (modified) sign	10	EA		
50	Furnish and Install R3-7(R) sign	2	EA		

TOTAL BASE BID: \$ _____

TOTAL AMOUNT OF BASE BID (WORDS): _____

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
ADDITIVE BID ITEMS:					
51	Single Adjust Manhole (EMWD)	100	EA		
52	Single Adjust Manhole (WMWD)	10	EA		
53	Single Adjust Manhole (RCWD)	10	EA		
54	Single Adjust Manhole (EVMWD)	4	EA		
55	Single Adjust Manhole (Storm Drain)	10	EA		
TOTAL ADDITIVE BID: \$					
TOTAL AMOUNT OF ADDITIVE BID (WORDS): _____					
SUM OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITEMS:					
\$ _____					
SUM OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITEMS (WORDS):					

Basis of the bid shall be based upon the sum of the Total Base Bid Items and the Additive Bid Items.

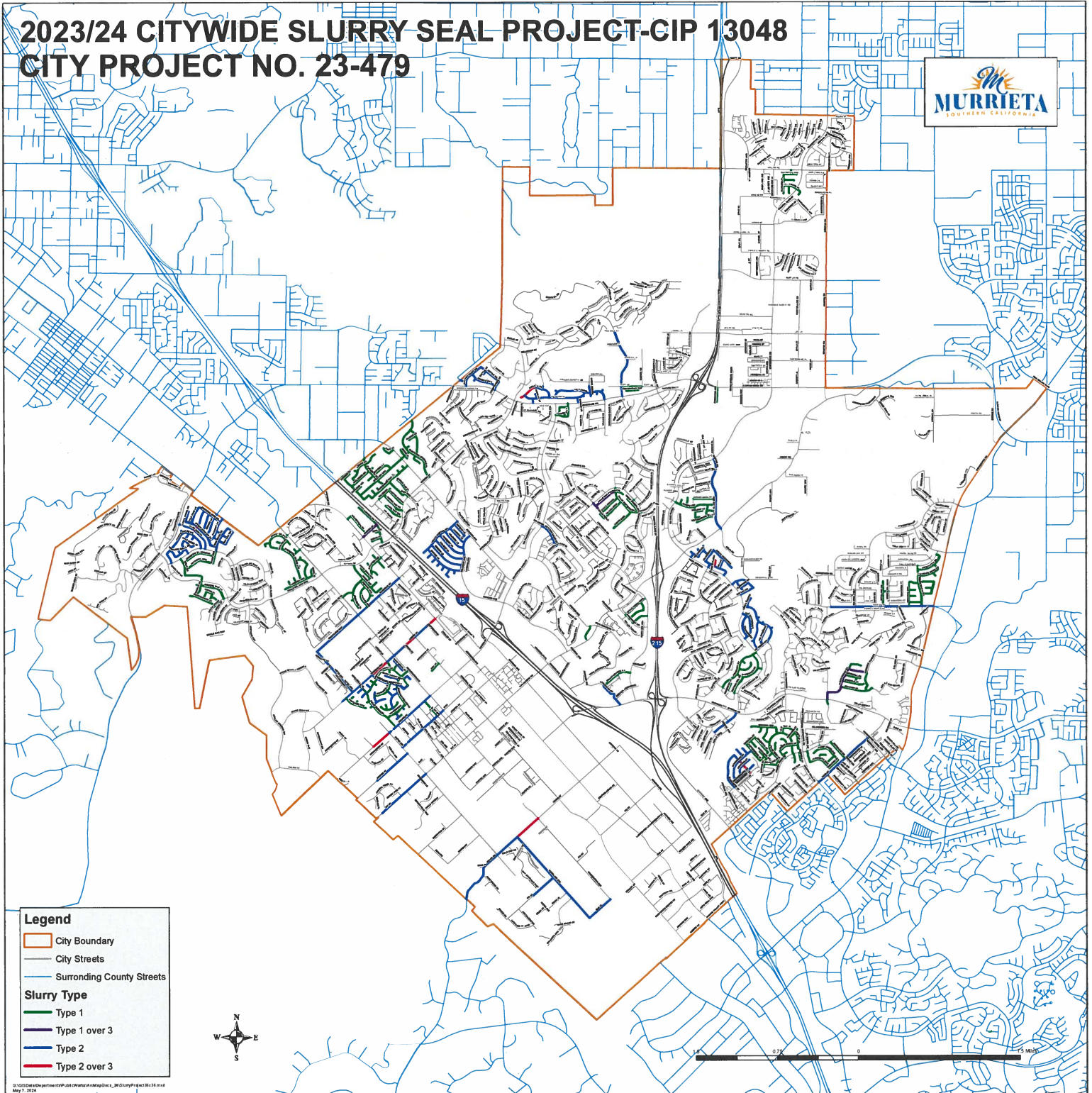
The City reserves the right to reject any or all bids.

The City reserves the right to choose or reject any of the Additive Bid Items.

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the appropriate item of the Contractor's bid.

2023/24 CITYWIDE SLURRY SEAL PROJECT-CIP 13048

CITY PROJECT NO. 23-479



Legend

- City Boundary
- City Streets
- Surrounding County Streets

Slurry Type

- Type 1
- Type 1 over 3
- Type 2
- Type 2 over 3

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May 7, 2024