REIMBURSEMENT AGREEMENT BETWEEN CITY OF MURRIETA, CALIFORNIA AND EASTERN MUNICIPAL WATER DISTRICT

FOR

EMWD FACILITY ADJUSTMENTS FOR MURRIETA HOT SPRINGS ROAD PAVEMENT REHABILITATION PROJECT, CIP 13047

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 plans which are made part of this Agreement as Attachment "A", in conjunction with the improvement of the Murrieta Hot Springs Road Pavement Rehabilitation Project, CIP 13047, hereinafter referred to as "PROJECT". Existing manholes owned by EMWD must be double adjusted to grade as part of the PROJECT. 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 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 plans in Attachment "A" and as stated on the Bid Sheet, which are 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" (EMWD's responsibility)

Item: 43	Item Double Adjust Existing Manholes to Grade Per EMWD Std. SB-8, SB-53, & SB-61.	Estimated Quantity 25 EA	Estimated Unit Cost \$2,280.00	Estimated Ext Amount \$57,000.00	
Contingency (10% of Subtotal)			\$5,700.00		
Total Estimated EMWD Reimbursements to City:			\$62,700.00		

Section III. Construction and Costs.

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 water items shall have either an "A" or "C34" Contractor's License.

- 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.
- 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 or the invoices shall accrue interest of 5% per year compounding monthly.

Plans, Permits and Contacts. Section IV.

- EMWD acknowledges that it has reviewed and Plans and Specifications. 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.
- 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.
- Agreement Management. Management and administration of the terms expressed herein shall be performed by CITY for the PROJECT. CITY designates Mr. Jeff Hitch, City

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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

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01375.0024/1012569.1
Reimbursement Agreement Between City of Murrieta and Eastern Municipal Water District for EMWD Facility Adjustments for Murrieta Hot Springs Road Pavement Rehabilitation Project, CIP 13047

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.

Laws, Venue and Attorney's Fees. This Agreement shall be interpreted Section IX. 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.

Provisions Binding. This Agreement and the Exhibits attached hereto Section XI. 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 Sheila Zelaya, Board Secretary APPROVED AS TO FORM: Steve O'Neill, General Counsel for EMWD CITY: **CITY OF MURRIETA** By: _ Lori Stone, Mayor ATTEST:

APPROVED AS TO FORM: Tiffany Israel, City Attorney

Cristal McDonald, City Clerk

Attachment "A"

City of Murrieta Improvement Plans and Bid Sheet for Murrieta Hot Springs Road Pavement Rehabilitation Project, CIP 13047

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.***

MURRIETA HOT SPRINGS ROAD PAVEMENT REHABILITATION CIP 13047, CITY PROJECT NO. 24-485

ITEM		ESTIMATED		UNIT TOTAL ITEM		
NO.	DESCRIPTION Mobilization	QUANTITY 1	LS	PRICE PRICE		
2	Traffic Control System	1	LS	UNIT PRICES and TOTAL ITEM PRICES shall be submitted		
3	Water Pollution Control	1	LS			
4	Construction Surveying and Staking	1	LS			
5	Changeable Message Signs	3	EA			
6	Project Information Sign	1	EA	online at		
7	Furnish/Install Survey Monument per COM std. no. 617B AND 617C	4	EA	PlanetBids.com		
8	Double Adjust Storm Drain Manhole	1	EA			
9	Concrete Removal (Curb Ramp, Cross Gutter, Spandrel, Curb/Gutter) at Weeping Willow Ln./Thoroughbred Ln.	3,335	SF			
10	Concrete Cross Gutters, Spandrel, and Curb per City Std. 311, 312 & 318	1,491	SF			
11	Concrete Access Ramps, City Std. 321	1,502	SF			
12	Concrete Sidewalks, City Std. 320	468	SF			
13	Concrete Removal (Concrete Curb and Gutter Murrieta Hot Springs Rd.)	50	LF	The second		
14	Concrete Curb and Gutter (8") per City Std. 302 (Murrieta Hot Springs Rd.)	50	LF			
15	Remove and Dispose of Full Depth Structural Digout at Bridge Abutment (AC and Base)	14,950	SF			
16	Remove and Dispose of Asphalt Concrete Pavement (average depth 9.2" Digouts on Murrieta Hot Springs Road)	38,105	SF			
17	Remove and Dispose of Asphalt Concrete Pavement (average depth 4" Digouts on Thoroughbred and Weeping Willow)	700	SF			
18	Cold Milling Asphalt Concrete Pavement 2.5" to 2.75" Full Width	37,734	SY			
19	Aggregate Base for Full Depth Structural Digout at Bridge Abutment	598	CY			
20	Geotextile Reinforcement (Tensar BX1100 or Approved Equal)	1,481	SY			
21	ARHM Overlay 2.5" (0.208') Murrieta Hot Springs Road	5,094	TON			
22	Asphalt Concrete Pavement for Removal and Replacement of AC (Digouts)	2,658	TON			
23	Furnish/Install Detector Loop	84	EA			
24	Furnish and install #5 pullbox, connect DLC for traffic loops	6	EA			

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

ITEM		ESTIMATED			TOTAL ITEM
NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	PRICE
25	Furnish and install 1 1/2" conduit under sidewalk panels or as shown . Connect to existing conduit	126	LF		
26	Furnish and install DLC. Connect loops to existing traffic cabinet	5,513	LF		
27	Wet Sandblast/Remove Existing Pavement Markings on bridge	8.41	LF		
	deck	441		1	
28	Pavement Striping Detail 12	12,915	LF		
29	Pavement Striping Detail 22	1,789	LF		
30	Pavement Striping Detail 25	2,893	LF 		
31	Pavement Striping Detail 29	1,038	LF	+	
32	Pavement Striping Detail 378	374	LF		
33	Pavement Striping Detail 38	1,348	LF		
34	Pavement Striping Detail 39	6,315	LF		
35	Pavement Striping Detail 39A	1,463	LF		
36	Thermoplastic Striping Detail 40	212	LF		
37	Pavement Striping 6" Solid White Lane Line	1,100	LF		
38	Painted Bike Lane Symbol with Person Pavement Marking and Bike Lane Arrow	192	SF		
39	Thermoplastic Pavement Marking "SIGNAL" and "AHEAD"	540	SF		
40	Thermoplastic Pavement Marking (Type IV Arrow)	399	SF		
41	Thermoplastic Pavement Marking (12" White)	1,511	SF		
42	Paint Median Nose Yellow	80	SF		
TOTA	TOTAL BASE BID: \$				
	DITIVE BID ITEMS:	25	EA		
43	Double Adjust Sewer Manhole	25	EA	_	
	TOTAL ADDITIVE BID: \$				
TOTA	AL AMOUNT OF ADDITIVE BID (WORDS):		-		
\$	OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITE				
SUM	OF THE TOTAL BASE BID ITEMS AND ADDITIVE BID ITE	M (WORDS):		

CITY OF MURRIETA, DEPARTMENT OF PUBLIC WORKS/ENGINEERING

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

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.











