

**REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF MURRIETA, CALIFORNIA
AND
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
FOR
EVMWD 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 ELSINORE VALLEY 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 "EVMWD." 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 EVMWD for the City's cost of adjusting EVMWD's manholes located in the City's right-of-way ("PROJECT"), as detailed in Attachment "A," attached hereto and incorporated by reference, in conjunction with the 2023 CITYWIDE SLURRY SEAL Project, CIP 13048. Existing manholes owned by EVMWD must be single adjusted to grade as part of the PROJECT. The quantity of the bid item for "Single Adjust Manhole (EVMWD)" is an estimated quantity. Should additional adjustments be deemed necessary after review and mutual agreement between the CITY and EVMWD during the course of construction, then EVMWD shall be responsible for reimbursing the CITY for the additional adjustments not described on the bid sheet.

Section II. Bid Items. EVMWD shall reimburse the CITY one hundred percent (100%) of the costs (hereinafter referred to as "REIMBURSEMENTS") for the adjustments of certain EVMWD manholes within the PROJECT area, as detailed in Item 54 in Attachment "A" and in the table below. The estimated costs for the bid item on the Bid Sheet ("Bid Item") are provided below based on the engineer's estimate for the PROJECT. EVMWD shall reimburse the City using the actual bid prices provided by the Bid Sheet plus the cost of any EVMWD-approved change order(s).

TOTAL ESTIMATED PROJECT BID ITEMS FROM ATTACHMENT "A"

Item:	Item	Estimated Quantity	Estimated Unit Cost	Estimated Ext Amount
54	Single Adjust Manhole (EVMWD)	4 EA	\$980.00	\$3,920.00
Contingency (10% of Subtotal)				\$392.00
Total Estimated EVMWD Reimbursements to City:				\$4,312.00

Section III. Construction and Costs.

a. Bidding. Costs for construction are based upon the bids received 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"). CITY shall not accept any bids over the total estimated EVMWD reimbursement of five thousand two hundred eighty dollars (\$5,280.00), as detailed in Section II above without prior written approval of EVMWD. Per EVMWD requirements, the CITY agrees that the bid package will require the CONTRACTOR who will perform work for the PROJECT shall have either an "A" or "C34" Contractor's License.

b. EVMWD Right to Perform. To provide EVMWD the option to perform the work for the PROJECT, the CITY's construction bid package shall identify EVMWD'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 EVMWD of its identified portion of the construction costs for the PROJECT. At that time, EVMWD may elect to perform/construct the PROJECT itself to the same specifications as described in the bid specifications. If EVMWD elects to perform the PROJECT, EVMWD shall bear all costs associated with that work and the CITY shall not include said PROJECT in the contract with the CONTRACTOR. EVMWD shall be given a "construction window" inside the traffic control to complete the PROJECT. Moreover, EVMWD shall bear all costs associated with PROJECT, 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. EVMWD shall provide written notice to the City Engineer of its determination to perform the PROJECT within fourteen (14) calendar days from the date of receipt of the CITY's identification of its lowest responsive and responsible bidder or EVMWD waives any right to construct the PROJECT.

c. Payment. EVMWD 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 EVMWD prior to the approval of any change orders associated with the PROJECT and issuance of any authorization for 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 EVMWD in connection with PROJECT construction shall be borne by EVMWD. EVMWD shall respond to any PROJECT change orders within fourteen (14) calendar days of receipt.

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

The CITY shall invoice EVMWD using progress payments or upon completion of the PROJECT, at the discretion of the CITY, for the PROJECT. EVMWD 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. EVMWD shall notify the CITY of any disputes regarding the CITY's invoice within ten (10) days of receipt. Any disputes invoices shall not accrue interest until the dispute is resolved.

Section IV. Plans, Permits and Contacts.

a. Plans and Specifications. EVMWD acknowledges that it has reviewed and approved all plans and specifications for the PROJECT, attached hereto and incorporated by reference as Attachment "B," and the estimated bid amounts are reasonable. Should the CITY determine that any changes to these approved plans and specifications are necessary, the CITY shall notify EVMWD with the proposed changes and its associated costs within ten (10) days. Such changes shall not be implemented unless EVMWD approves a change-order.

b. CEQA. The CITY, acting as Lead Agency, 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. EVMWD designates **The Director of Engineering**, as the contact for EVMWD to facilitate the REIMBURSEMENTS identified herein.

Section V. Inspection. EVMWD shall be responsible to inspect the construction of the PROJECT, 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, as shown in Attachment “B” and/or for EVMWD’s own work if such work has been undertaken by EVMWD pursuant to Section III(b). EVMWD’s inspection personnel shall have the authority to enforce EVMWD’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 EVMWD.

If EVMWD undertakes the performance of the PROJECT and if, through the failure of EVMWD to provide access and control of the construction site within the time allotted by the Project Specifications as outlined in Attachment “B”, the CITY’s CONTRACTOR sustains loss which could not have been avoided by the judicious handling of forces and/or equipment, EVMWD 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 EVMWD’s officers, employees, and agents as additional insureds.

If EVMWD undertakes to perform the PROJECT, EVMWD, prior to commencement of the work and for the period during which EVMWD 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.

EVMWD 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: ELSINORE VALLEY MUNICIPAL WATER DISTRICT
31315 Chaney St.
Lake Elsinore, CA
92530
Attn: Parag Kalaria, Director Engineering and Water Resources

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.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO
REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF MURRIETA, CALIFORNIA
AND
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
FOR
EVMWD FACILITY ADJUSTMENTS FOR
2023 CITYWIDE SLURRY SEAL PROJECT, CIP 13048**

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

EVMWD:

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: Parag Kalaria
Parag Kalaria, Director of Engineering and Water Resources

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 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.*****

**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

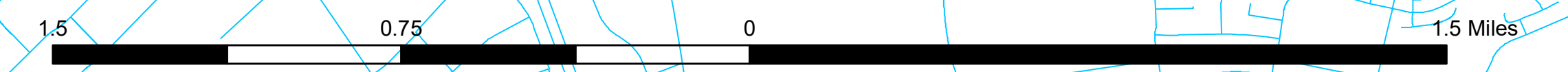
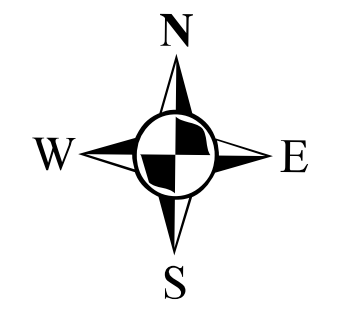


Legend

- City Boundary
- City Streets
- Surrounding County Streets

Slurry Type

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



Attachment "B"

Plans and Specifications