

**CONSTRUCTION PERIOD MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKWOOD LAKE WATER DISTRICT
AND
CITY OF MANTECA
FOR STORM DRAIN ZONE 36 / ZONE 39 IMPROVEMENTS PROJECT PHASE 1 – OUTFALL
CONSTRUCTION**

WHEREAS, the City of Manteca, (the “City”) a political subdivision of the State of California (“City”), has designed and proposes to construct stormwater drainage improvements entitled Strom Drain Zone 36 / Zone 39 Improvement Projects Phase 1 – Outfall Construction (the “City Project”); and

WHEREAS, Oakwood Lake Water District, a California Water District, (“OLWD”), owns and maintains certain real property and wastewater infrastructure (“OLWD Facilities”) within the limits of the City Project that requires demolition, construction, installation, and/or relocation to accommodate City Project; and

WHEREAS, the City Project and the work on OLWD property are being done in fulfillment of the Wastewater Services Agreement of May 9, 2019 between the City and OLWD which agreement provides in part that the City will implement a surface stormwater drainage solution for certain development areas of the City via facilities connecting to the San Joaquin River crossing over, under, and through lands and existing infrastructure owned by OLWD; and

WHEREAS, the City Project has been designed by the City and reviewed by OLWD as described in the Wastewater Services Agreement and the City has awarded a contract to Mazingo Construction, Inc. (“the “Contractor”) for the construction of the City Project and expects to enter into an agreement with Dewberry (the “Construction Manager”) for construction management and inspection service and other engineering services during construction; and

WHEREAS, the City and OLWD intend to coordinate construction activities on or near OLWD property and to share the cost of OLWD facilities as described in this Memorandum of Understanding (“MOU”); and

WHEREAS, the City and OLWD shall coordinate through the City’s Construction Manager and with the Contractor during the construction period for all work to be performed on OLWD facilities and on OLWD property; and

WHEREAS, OLWD has reviewed, provided comments, suggested revisions, and approved the City Project as it relates to work to be performed on or about OLWD facilities and property and which scope and design specifications have been included in the contract documents and technical specifications for the City Project; and

WHEREAS, the City has complied with the requirements of the California Environmental Quality Act and obtained the regulatory permits necessary for the City Project, including the OLWD Facilities work contemplated hereunder.

Therefore, it is hereby mutually agreed that:

1. PERFORMANCE RESPONSIBILITY FOR WORK

- A. City shall be responsible for completion of the following work shown on the plans and specifications of the City Project that is to be performed on OLWD facilities and on or about OLWD property as said work is defined in the City construction contract.
 - i. Install Replacement OLWD Office Trailer (Base Bid Item 6)

- ii. Remove / Salvage Electrical and Mechanical Equipment (Base Bid Item 7)
- iii. Remove / Dispose of Underground Utilities (Base Bid Item 8)
- iv. Backfilling of Ponds (Base Bid Item 9)
- v. Surface Restoration at Plant Site (Base Bid Item 14)
- vi. Decommissioning of Recycled Water Pond No. 3 (Additive Bid Item A1)
- vii. Emergency Sewer Connection to City of Manteca (Additive Bid Item A2)
- viii. Lift Station 3 Emergency Discharge (Additive Bid Item A3)
- ix. Emergency Overflow Storage Tank (Additive Bid Item A4)

2. COST RESPONSIBILITY FOR WORK

A. City Cost Responsibility

- i. The City will be responsible for all direct and indirect costs associated with the work items identified in Section 1.A. above as per the approved plans, excepting only Item (vi).
- ii. The City will be responsible for all City staff, construction management, inspection, and engineering services during construction associated with all the above items.

B. OLWD Cost Responsibility

- i. OLWD will be responsible for all direct and indirect costs associated with the work described in Item (vi) of Section 1.A (Decommission Recycled Water Pond 3).
- ii. OLWD will provide a replacement refurbished Office Trailer for Item (i) above and will be solely responsible for all direct and indirect costs associated with furnishing said replacement Office Trailer to the site for installation.
- iii. OLWD will be responsible for all costs associated with any contract change order(s) resulting from changes requested by OLWD.
- iv. OLWD will be solely responsible for its indirect costs (staff, independent engineering or professional services, and independent inspection, if any) related to work on OLWD facilities and on or about OLWD property.

2. PAYMENT FOR WORK

- A. The City shall pay one hundred percent (100%) of the actual cost of the City Project, inclusive of all work scope items identified in Section 1.A., including all City incurred direct and indirect costs.
- B. OLWD shall reimburse the City one hundred percent (100%) of the actual direct and indirect cost of Item (vi) in Section 1.A. OLWD shall remit payment for the actual cost of said work within 90 days after receipt of City's bill. The bill shall be based on the actual bid price together with any change orders thereto. City shall provide details of Contractor's work to support its invoice for this work.

3. PERFORMANCE OF WORK

- A. The City's Contractor is responsible for performing all work associated with each Work Scope.
- B. OLWD shall have access to all phases of the work to be performed by City, as described in Section 1.A. above, for the purpose of independent inspection to ensure that the work performed on behalf of OLWD is in accordance with the specifications contained in the construction contract; however, all questions regarding the work being performed will be

directed to City for its evaluation and final disposition.

- C. The City shall conduct a joint final inspection of completed work with OLWD. If any work scope is not accepted by OLWD, OLWD will notify the City. Upon OLWD's approval and acceptance of any work scope, OLWD shall provide its acceptance and approval through OLWD's District Engineer within ten (10) business days after the joint final inspection and OLWD shall not unreasonably withhold or delay its determination. If any work scope is not accepted or approved within the allotted timeframe of ten (10) business days, work will be deemed approved by OLWD, unless OLWD has provided notice of non-acceptance as provided herein.
- D. City shall provide final as-built set of plans to OLWD, in a form approved by OLWD, with a new stamp by the Engineer of Record at completion of construction prior to and as a condition of acceptance by OLWD. City shall provide OLWD with both a pdf and a CAD file (if available) of the final as-built set of plans.
- E. Upon acceptance of the work by the City, OLWD agrees to accept ownership and maintenance of any and all facilities constructed or improved on its behalf.

4. PROPERTY EXCHANGES

- A. In accordance with the May 2019 Wastewater Services Agreement and after acceptance of the project by the City, OLWD will convey a utility easement to the City that is 20 ft wide in general conformance with Exhibit A and centered on the final surveyed alignment of the as-built storm drain across OLWD property provided that said 20 ft wide easement does not affect any OLWD facility. If it does so affect any OLWD facility the easement in that location shall be as wide as possible.
- B. OLWD shall also convey an access easement to the City that is 20 ft wide in general conformance with Attachment A from Aplicella Court to the vicinity and slightly beyond the point that the new outfall crosses the levee along the San Joaquin River.
- C. As directed by the City and in exchange for the value of Scope of Work Items identified in Section 1 (A) above, but excluding scope item (vi), OLWD will subsequently convey fee title and/or easements for a portion(s) of the existing wastewater treatment plant property to either the City or Reclamation District 17 as directed by the City in general accordance with Attachment A.
- D. The parties acknowledge that there exists an unrecorded 10 ft wide easement in favor of PG&E for underground electrical and communication facilities which easement could possibly affect the uses intended by the City for the property described in Section 4(C) above.

5. GENERAL CONDITIONS

- A. If City's project which precipitated this Agreement is canceled or modified to eliminate one or more of the work scopes provided in Section 1.A., City will notify OLWD in writing. The City and OLWD may then mutually agree to modify or terminate the Agreement should City cancellation or modification eliminate the necessity of one or more work scopes.
- B. City shall require Contractor to include OLWD, its directors, consultants and agents as additional insureds within the City construction contract's insurance requirements.
- C. City shall require Contractor to indemnify OLWD, its directors, consultants, and agents in the same manner and to the same extent as the contract indemnifies the City within the City construction contract.
- D. Except for warranty work under the one (1) year warranty to be provided by Contractor,

ATTACHMENT 4

OLWD will become responsible for operation and maintenance of the Work Scopes associated with the OLWD Facilities, upon the acceptance of the work thereof by the City.

IN WITNESS WHEREOF, the above parties have executed this Memorandum of Understanding on the latest of the day and year below written.

CITY OF MANTECA

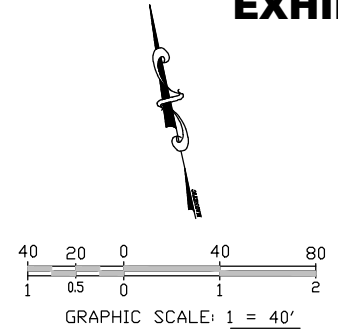
OAKWOOD LAKE WATER DISTRICT

By _____
Toni Lundgren
City Manager

By _____
Bert. L. Michalczyk
District Engineer

Date: _____

Date:



LEGEND:

- PROPOSED PROPERTY LINE
- PROPOSED PROPERTY TRANSFER AREA
- PERMANENT CITY UTILITY EASEMENT
- PERMANENT CITY ACCESS EASEMENT

NOTES:

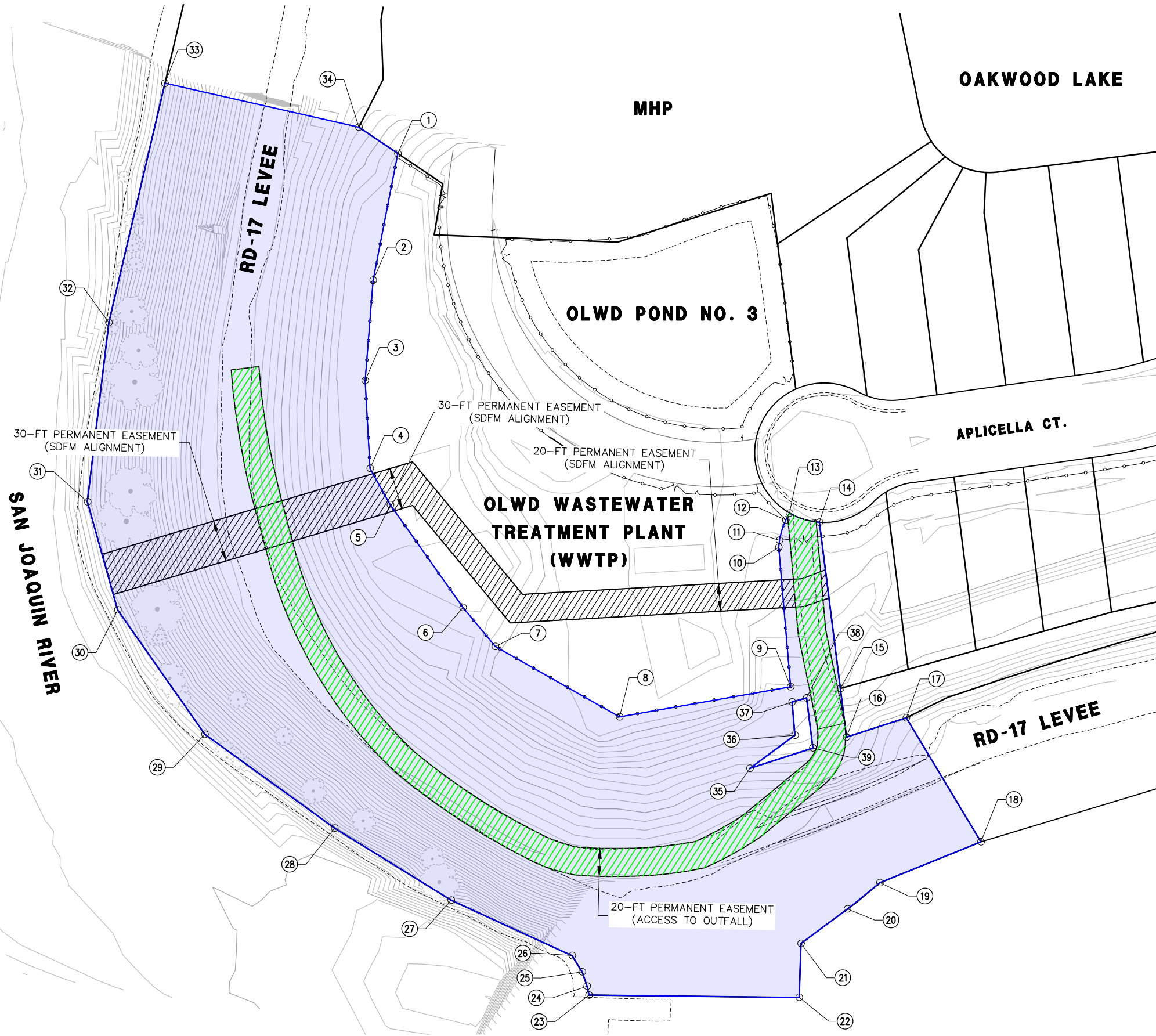
1. PROPOSED PROPERTY TRANSFER AREA IS 168,660 SQFT (3.87 ACRES).

HORIZONTAL CONTROL TABLE – PROPERTY TRANSFER LIMITS

LOCATION	NORTHING	EASTING	LOCATION	NORTHING	EASTING
①	2105886.98	6330844.05	②1	2105271.64	6331007.72
②	2105801.80	6330807.58	②2	2105234.09	6330998.18
③	2105732.62	6330786.78	②3	2105267.46	6330851.04
④	2105670.16	6330776.98	②4	2105273.95	6330851.04
⑤	2105641.59	6330785.67	②5	2105284.70	6330849.79
⑥	2105558.57	6330821.18	②6	2105297.68	6330845.16
⑦	2105526.25	6330837.97	②7	2105354.87	6330768.61
⑧	2105458.06	6330914.56	②8	2105423.06	6330697.72
⑨	2105453.37	6331039.21	②9	2105508.51	6330620.88
⑩	2105553.00	6331051.88	③0	2105608.97	6330578.41
⑪	2105557.87	6331053.50	③1	2105689.53	6330573.55
⑫	2105571.10	6331060.92	③2	2105812.06	6330615.70
⑬	2105575.37	6331064.60	③3	2105971.51	6330691.24
⑭	2105564.46	6331084.27	③4	2105911.30	6330820.71
⑮	2105444.66	6331073.87	③5	2105402.30	6330998.33
⑯	2105409.59	6331070.84	③6	2105418.69	6331034.90
⑰	2105414.10	6331115.64	③7	2105442.43	6331037.95
⑱	2105315.72	6331149.37	③8	2105443.09	6331048.64
⑲	2105302.38	6331072.21	③9	2105407.04	6331045.51
⑳	2105288.78	6331045.51			

CITY OF MANTECA
OAKWOOD LAKE WATER DISTRICT
**STORM DRAIN ZONE 36 & 39 IMPROVEMENTS PROJECT
PHASE 1 OUTFALL CONSTRUCTION**

**OLWD AND RD-17
PROPOSED PROPERTY TRANSFER**



PLAN

DWG File: L:\50 28648 ZONE36-39 STORM DRAIN - CI MANTECA\400 PROJECT DESIGN FILES\435 WATER EXHIBITS\OLWD\RD-17 PROPERTY TRANSFER

