

## **REIMBURSEMENT AGREEMENT FOR DESIGN REVIEW AND CONSTRUCTION MONITORING**

This Agreement is made this 27 day of January, 2011, by and between RECLAMATION DISTRICT 799 (Hotchkiss Tract), a California special district ("RD 799"), and CONTRA COSTA COUNTY, a political subdivision of the State of California ("County").

### **RECITALS**

- A. County is the owner of the BETHEL ISLAND ROAD BRIDGE REPLACEMENT Project, Project number: 0662-6R4043, ("Project").
- B. A portion of the Project falls within the boundaries of RD 799.
- C. Due to the proximity of the Project to the southern levee of Dutch Slough, RD 799 requested that County include sheet piling in the Project to protect the levee and participated in reviewing the Project design and monitoring the construction of the Project.
- D. This Agreement is intended to provide fair reimbursement for the expenses incurred by RD 799 in reviewing the Project design and monitoring the construction of the Project.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. REIMBURSEMENT. County will reimburse RD 799 for costs ("Costs") incurred by RD 799 for review of the Project design and monitoring of the Project construction, including review and/or monitoring of the following:
  - Review of Project design documents;
  - Review of Project submittals;
  - Review of County-prepared monthly work plans indentifying how construction activities intend to access and use the south levee;
  - Review of south levee sheet pile installation submittals;
  - Review of all utility relocations occurring within 100 feet of levee top, including temporary utilities.
  - Monitoring of installation of bridge foundation piles within 100 feet of the levee top (i.e., Piers No. 4 and 5);
  - Monitoring of levee widening;
  - Monitoring of pavement reconstruction work on the levee top;
  - Monitoring of excavations within 100 feet of the levee top;

- Monitoring of installation of guard railing on the levee top;
- Monitoring of removal of portions of the existing bridge abutment in the levee;
- Monitoring of installation of rock slope protection on the waterside slope of the levee; and
- Monitoring of south levee sheet pile installation.

Costs eligible for reimbursement shall consist of the actual charges to RD 799 for the above review and monitoring services performed by RD 799's consultant (HDR) between June 1, 2008 and the completion of the Project construction. Costs eligible for reimbursement shall not include the estimated \$17,666.52 in expenses incurred by RD 799 for HDR's design of the sheet piling and related appurtenances requested by RD 799, which expenses shall be borne by RD 799.

Costs eligible for reimbursement shall also include the actual charges to RD 799 for attorney services performed in preparing this Agreement, but shall not include attorney services consisting of legal advice to RD 799's Board of Directors or preparation and prosecution of the legal action filed by RD 799 against County (Contra Costa County Superior Court Case No. C10-02385).

2. REIMBURSEMENT LIMIT. The total reimbursement payable to RD 799 under this Agreement shall not exceed \$110,000.00.
3. PAYMENTS. Requests for reimbursement shall be in writing and shall be accompanied by backup documentation itemizing all expenses to the best of the District's ability and listing, for each item, the employee's name and title, the date of the service, a brief description of the service, the hours worked, and the rates charged. Within 30 days of receiving a written invoice and acceptable backup documentation, County shall make payment to RD 799 by mailing a check to: RD 799, c/o District Secretary, P.O. Box 353, Bethel Island, CA 94511.
4. ACCEPTANCE AND MAINTENANCE.
  - A. Following County's acceptance of the Project work, County shall own and assume full responsibility for the design, construction, use, operation, and maintenance of the Bethel Island Road Bridge and all appurtenances, except for the sheet piling installed at RD 799's request.
  - B. Following County's acceptance of the Project work, RD 799 shall own and assume full responsibility for the design, construction, use, operation, and maintenance of the sheet piling installed at RD 799's request.
  - C. The provisions of this section will survive the termination of this Agreement.
5. SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties and their successors.

6. AGREEMENT MODIFICATION. This Agreement may be modified only by a written amendment executed by both parties and approved by their governing boards.
7. AGREEMENT TERMINATION. Unless terminated earlier through mutual, written consent of the parties, this Agreement shall terminate upon the completion of all construction of the Project and the final payment described in Section 1 above.
8. PRIOR AGREEMENT. This Agreement supersedes the Reimbursement Agreement dated April 24, 2001 previously executed by the parties, which agreement shall be of no further force or effect. RD 799 acknowledges receipt of \$4,300.25 in reimbursement under the previous agreement, which amount is included in the reimbursement limit set forth in Section 2 above.
9. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement.

RECLAMATION DISTRICT 799

CONTRA COSTA COUNTY

By: \_\_\_\_\_  
Jane Lorie  
President, Board of Trustees

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

ATTEST: David Twa, Clerk of the Board  
of Supervisors and County Administrator

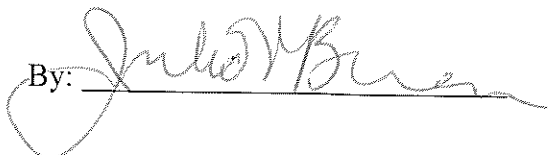
\_\_\_\_\_  
Angelia Tant  
District Secretary

By: \_\_\_\_\_  
Deputy Clerk

RECOMMENDED FOR APPROVAL:

RECOMMENDED FOR APPROVAL:  
Julia R. Bueren, Public Works Director

\_\_\_\_\_  
District Manager

By:  \_\_\_\_\_

FORM APPROVED:  
Neumiller & Beardslee, District Counsel

By: \_\_\_\_\_  
Mia S. Brown

FORM APPROVED:  
Sharon L. Anderson, County Counsel

By: David F. Schmidt  
David F. Schmidt  
Deputy County Counsel