

CITY OF FAIRFIELD

RESOLUTION NO. 2011 - 186

RESOLUTION OF THE CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR OUTSIDE CITY WATER SERVICE TO THE EASTBOUND INTERSTATE 80 CORDELIA COMMERCIAL VEHICLE ENFORCEMENT FACILITY

WHEREAS, Caltrans is planning to construct a new Eastbound Interstate 80 Cordelia Commercial Vehicle Enforcement Facility; and

WHEREAS, Caltrans wishes to obtain water service to the new facility; and

WHEREAS, there are no other readily available water supplies in the area and the City has the capability of delivering potable water to the facility; and

WHEREAS, City and Caltrans have negotiated and agreed to terms to provide such service; and

WHEREAS, an agreement with Caltrans for Outside City Water Service is desired to provide water service to this State-owned facility.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield an Agreement between the City of Fairfield and Caltrans for Outside City Water Service to the Eastbound Interstate 80 Cordelia Commercial Vehicle Enforcement Facility.

Section 2. The City Manager is hereby authorized to implement the above-mentioned agreement.

PASSED AND ADOPTED this 20<sup>th</sup> day of September 2011, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Moy/Mraz/Vaccaro

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Stan T. Price  
MAYOR

ATTEST:

Paulina Archer, Deputy  
CITY CLERK  
pw

AGREEMENT FOR OUT OF AREA WATER SERVICE  
BETWEEN THE CITY OF FAIRFIELD  
AND THE STATE OF CALIFORNIA

This Agreement is entered as of Sept. 20, 2011, between the CITY OF FAIRFIELD, a municipal corporation in the State of California ("FAIRFIELD"), and the California Department of Transportation (Caltrans), owner of real property APN 0027-272-140 (previously owned by Michelle Valine) and APN 0027-272-080 (previously owned by the County of Solano) in Solano County, California ("OWNER"), hereinafter referred to as "the parties:"

WITNESSETH:

WHEREAS, OWNER'S property consists of the Eastbound Interstate 80 Cordelia Commercial Vehicle Enforcement Facility (CVEF) in Solano County, California ("the Property") is located in the vicinity of FAIRFIELD (**see Exhibit A**); and

WHEREAS, the Property is outside the FAIRFIELD City limits, and has been previously approved for water service by the Local Agency Formation Commission; and

WHEREAS, OWNER uses the Property for the operation of a public truck scale along Interstate 80 and requires potable water service for this purpose; and

WHEREAS, such use is consistent with uses permitted for the Property under the Solano County General Plan; and

WHEREAS, no other suitable water source is available to meet the needs of the facility; and

WHEREAS, FAIRFIELD has the capability of delivering potable water to a point in the vicinity of the Property; and

WHEREAS, after considering its options, OWNER wishes to obtain potable water from FAIRFIELD to serve the Property for public purposes; and

WHEREAS, FAIRFIELD is willing to serve potable water from FAIRFIELD'S existing system to a point of connection in the vicinity of the Property, provided OWNER is willing to provide and maintain all other pipelines and facilities needed to deliver such water to the Property and is also willing to abide by the provisions of the FAIRFIELD City Code regarding water service.

NOW, THEREFORE, the parties, for and in consideration of the mutual agreements and covenants contained in this Agreement, do agree as follows:

A. Term

This Agreement shall become effective on the date above entered and shall continue in full force and effect until terminated pursuant to its terms. OWNER may unilaterally terminate this Agreement upon 60 days written notice to FAIRFIELD and upon payment of all outstanding obligations. FAIRFIELD may terminate this Agreement upon OWNER's default in accordance with Paragraph B. 8 below. This Agreement shall also automatically terminate if at any future date the Property, all or in part, is sold to a private party or the use of the Property is changed.

B. Duties and Obligations

1. The OWNER shall construct a connection ("the connection"), shown schematically in **Exhibit B** attached, between the FAIRFIELD potable water system and an OWNER-supplied service pipeline near Hale Ranch Road, or, alternatively, at any other mutually agreeable location. The details of the installation, including but not limited to the manner, materials, workmanship, and timing shall be subject to the approval of the City Engineer. OWNER shall submit two hard-copies and one electronic copy of the as-built drawings of the 16-inch service line and service manifold.

The connection shall include the installation of a 36-inch by 16-inch tee with one 16-inch valve, a 16-inch service lateral, and service manifold to serve the Property as well as other appurtenances FAIRFIELD may require to operate and maintain the connection, as shown in **Exhibit B**.

OWNER shall provide the complete connection at OWNER'S sole cost subject to FAIRFIELD's review, inspection, and approval. OWNER shall obtain all rights-of-way and access permits, including an encroachment permit from FAIRFIELD, necessary to complete the connection and provide for operation and maintenance by FAIRFIELD. OWNER shall pay all right-of-way, permit and access costs.

FAIRFIELD shall own, operate, and maintain the connection from the 36-inch FAIRFIELD water main up to and including the service meters as shown in **Exhibit B**. OWNER shall own, operate, and maintain the rest of the connection, including backflow devices. It shall be further noted that the service to OWNER in this case is atypical in that FAIRFIELD is allowing a direct connection to FAIRFIELD's transmission pipeline due to the unique circumstances involved. As such, OWNER's service lines shall be subject to greater daily pressure fluctuations than would typically be experienced for a customer served off of a distribution system pipeline. It shall be OWNER's sole responsibility to account for these pressure fluctuations in the design, operation and maintenance of OWNER's water service piping beyond FAIRFIELD's water meters and/or OWNER's backflow devices. Further, transmission pipelines typically require longer shutdown periods for maintenance or emergency repairs due to their larger size. FAIRFIELD shall take all reasonable steps to minimize shutdown periods and shall notify and coordinate with OWNER, but OWNER hereby acknowledges this condition. OWNER shall paint and maintain, including submission of annual in-place certification, all backflow preventers at the connection in accordance with FAIRFIELD standards.

2. Prior to the start of construction, OWNER, or Solano Transportation Authority (STA) on behalf of OWNER, shall pay to FAIRFIELD connection charges equal to the then-current FAIRFIELD connection charges that apply within the FAIRFIELD city limits for a 2-inch Zone 1 General Service compound meter and a 4-inch Zone 1 General Service compound meter. These fees are adjusted annually and effective March 15, 2011, these fees are expected to be approximately as noted in the cost summary table below.

In addition, OWNER, or STA on behalf of OWNER, shall reimburse FAIRFIELD for actual costs, not to exceed \$12,000, for a 30-inch by 16-inch tee, 16-inch

valve and 16-inch blind flange on the north side of I-80 for the future water service connection for the proposed westbound truck scale facility. This tee, valve and blind flange will be installed as part of FAIRFIELD's current water transmission main project. FAIRFIELD shall invoice OWNER or STA separately for these costs following the later of (a) execution of this Agreement or (b) construction of the tee, valve and blind flange. OWNER, or STA on behalf of OWNER, shall make payment to FAIRFIELD within 30 days.

OWNER, or STA on behalf of OWNER, shall also pay FAIRFIELD \$500 to cover the purchase and installation costs of a new Water Sampling Station, which will be furnished and installed by FAIRFIELD forces. OWNER shall install the sample line to just above grade with an isolation valve, as shown in **Exhibit B**, and FAIRFIELD will complete the installation of the Water Sampling Station. FAIRFIELD shall invoice OWNER or STA as part of the invoice noted in the paragraph directly above, regardless of whether the Water Sampling Station has been completely installed by FAIRFIELD.

Summary of Costs

2-inch Connection Fee:	\$72,956
2-inch Meter Charge:	\$2,110
4-inch Connection Fee:	\$280,602
4-inch Meter Charge:	\$5,166
Water Sampling Station:	\$500
<u>Blind Flange for Future Service:</u>	<u>*\$12,000</u>
TOTAL:	\$373,334

\*not-to-exceed amount

3. FAIRFIELD shall provide potable water to OWNER through the fire service connection without limitation, provided that such use is for fire fighting purposes.
4. FAIRFIELD shall provide potable water to OWNER through the domestic service connections on demand of OWNER up to a maximum flow rate of 80 gallons per minute for the 2-inch meter and 250 gallons per minute for the 4-inch meter. Nothing in this Agreement shall require FAIRFIELD to serve demands through

the connection in excess of 2,500 gallons for any 24-hour period or 50,000 gallons for any month. No water shall be used by OWNER from the 2-inch or 4-inch connection until the meters for these services have been installed by the City.

5. OWNER shall permit FAIRFIELD to take water samples from the backflow preventer shown in **Exhibit B**, if necessary. OWNER shall remain responsible for monitoring water quality and regulatory compliance in the OWNER-provided water system serving the Property.
6. OWNER, or OWNER'S tenant shall pay to FAIRFIELD user charges consisting of (a) a monthly volume charge based on total metered water use and (b) a monthly service charge based on total days in that month. The user charges shall be equal to 150% of the then current FAIRFIELD user charges for the General Service user class set by the FAIRFIELD City Code for users inside of the FAIRFIELD city limits. The current rate as of March 15, 2011 is \$3.38 per hundred cubic feet (HCF).
7. FAIRFIELD shall bill OWNER, or OWNER'S tenant, monthly or bimonthly, at its option, for the volume and service charges for water service through the connection. OWNER, or OWNER'S tenant, shall make payment to FAIRFIELD within 30 days. Charges or other penalties for late payments shall be the same as would apply for the General Service user class within the FAIRFIELD city limits. It is the understanding of both parties that the initial water service account will be established under tenant's name (initial tenant is the California Highway Patrol).
8. In addition to any other remedies available under law or equity, FAIRFIELD shall have the right to terminate service and this Agreement for: (a) non-payment of user charges by either OWNER or OWNER'S tenant that are 60 days or more past due, or (b) default by OWNER in its performance of any other obligation under this Agreement, which default is not cured within 30 days written notice from FAIRFIELD. For the purposes of this section, any failure of STA to pay funds on behalf off OWNER shall be deemed a non payment of funds by OWNER.

9. Unless explicitly stated otherwise in this Agreement, OWNER shall comply with terms of the FAIRFIELD City Code and Municipal Utility Administrative Regulations governing the provision of water service.
10. OWNER shall use water provided pursuant to this Agreement solely on the Property and solely in support of the operation and maintenance of the proposed truck scale facility.
11. FAIRFIELD agrees to continue to provide water service via the Central Place connection for the existing westbound truck scale facility, until such time as the westbound truck scale facility may be relocated, provided further that OWNER reimburses FAIRFIELD for a 30-inch by 16-inch tee, 16-inch valve and 16-inch blind flange on the north side of I-80 for the future water service connection for the proposed westbound truck scale facility as described in Paragraph 2. Upon construction of a new westbound truck scale facility, OWNER shall abandon the existing water service on Central Place and utilize the new connection point, as shown in **Exhibit A**, unless another service location is approved in writing by the City Engineer. Prior to activation of this future service, OWNER shall pay all then-applicable connection and construction fees.

C. Severability

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, this agreement shall be null and void. In this eventuality, the parties agree to confer in good faith for the purpose of remedying the defect.

D. Amendment of Agreement

This Agreement may be amended only by a written supplemental agreement executed by the parties.


E. Successors and Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of each party. Either party may assign any right or obligation under this Agreement with the written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

CITY OF FAIRFIELD


STATE OF CALIFORNIA

By   
SUA

By   
Regional Project Manager

Attest:

Notary Acknowledgement attached

By   
City Clerk



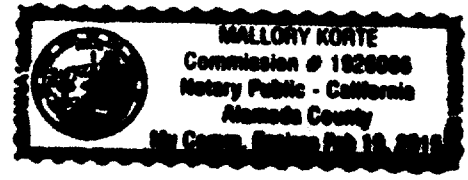
State of California }  
County of ALAMEDA }

On July 7<sup>th</sup>, 2011, before me, MALLORY KORTE, a Notary Public, personally appeared NICOLAS ENDRAWOS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Mallory Korte* (Seal)



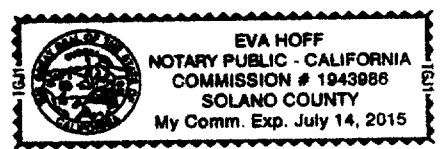
State of California }  
County of Solano }

On September 21, 2011, before me, **Eva Hoff, Notary Public**, a Notary Public, personally appeared **Sean P. Quinn**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

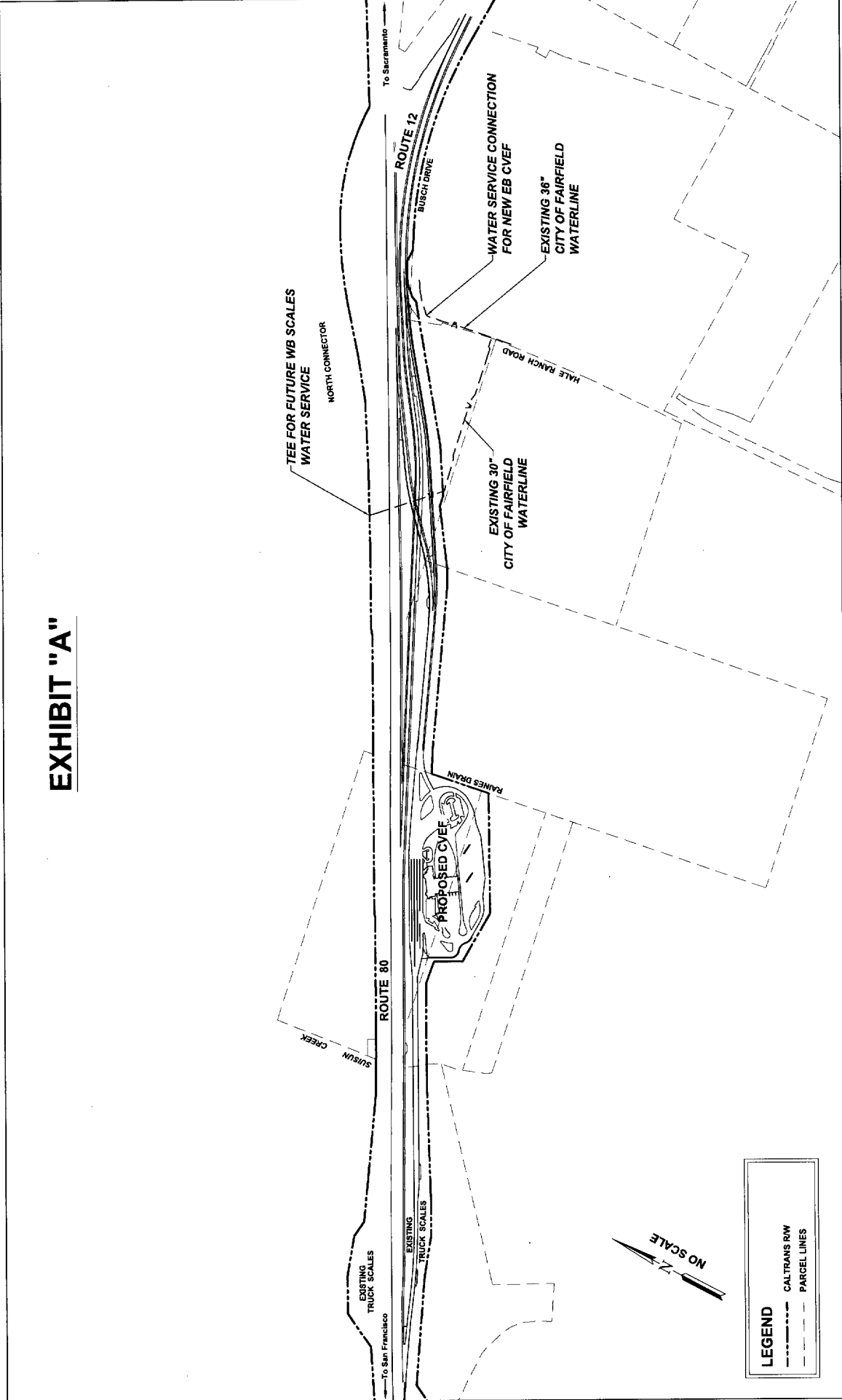
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Eva Hoff* (Seal)



# EXHIBIT "A"



<b>LEGEND</b>
--- CALTRANS R/W
--- PARCEL LINES

EXHIBIT "A"  
SOLANO TRANSPORTATION AUTHORITY STA  
I-80 EASTBOUND CORDELIA TRUCK SCALES RELOCATION PROJECT

MARCH 2011

**EXHIBIT "B"**  
(Sheet 1 of 2)

**NOTES:**

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. CONTRACTOR TO BE AWARE WHILE WORKING IN THE VICINITY OF OH ELECTRIC.
3. CONTRACTOR TO CONTACT CITY OF FAIRFIELD FOR WORK OUTSIDE OF THE R/W.
4. CAUTION: PRIOR TO CONNECTION, CONTRACTOR SHALL INJECT PRESSURE GROUT USING SLURRY CEMENT ON BOTH SIDES OF THE EXISTING 36" W PIPE WITH A MIN. OF 12" FROM THE POINT OF CONNECTION AND FROM 1' BELOW WATER PIPE IN V TO THE SURFACE TO STABILIZE OLD TRENCH PEA GRAVEL BACKFILL.
5. PROVIDE 2 MONTH NOTICE TO CITY OF FAIRFIELD (STEVE HARTWIG, ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER) BEFORE SHUTDOWN. DUE TO LIMITED WATER STORAGE AND PRODUCTION, ONLY 300 GPM WATER FLOW WILL BE ALLOWED. CONTRACTOR SHALL HAVE ALL MATERIALS ON-HAND AT START OF CONNECTION OPERATIONS FOR THE NEW 16" W LINE TO EXIST 36" W LINE.

**PLANS APPROVAL DATE:** \_\_\_\_\_

*For State of California or its officers, shall not be responsible for consequences of any errors or omissions on any plans or specifications.*

**JOHN Y. CHEN, P.E.**  
REGISTERED ELECTRICAL ENGINEER  
No. C-53788  
Exp. 3-30-12

**DATE:** 02/16/11

**PROJECT:** SOLANO TRANSPORTATION AUTHORITY  
ONE HARBOR CENTER, SUITE 130  
WALNUT CREEK, CA 94596

**ROUTE 80 WB**

**ROUTE 80 EB**

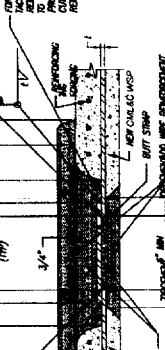
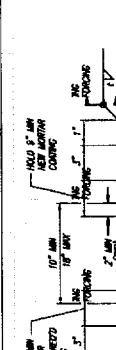
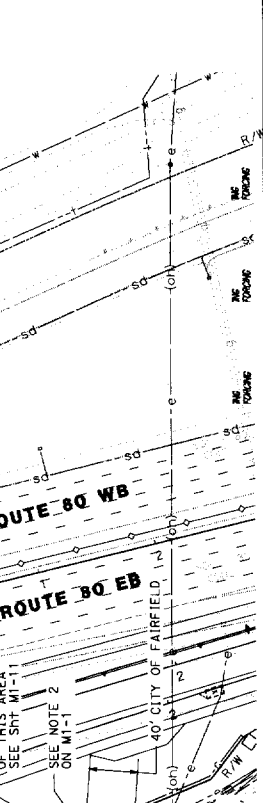
CONTRACTOR TO VERIFY IN FIELD TRUE ANGLE. ADJUST PIPELINE TO ACCOMMODATE 22.5° STANDARD FITTING OF THIS AREA. SEE SHT M1-1.

CONTRACTOR TO VERIFY IN FIELD LOCATION AND INV. ELEV OF EXIST 36" W BUTTERFLY VALVE (SEE NOTES 4 & 5 & BUTT STRAP DETAIL THIS SHT)

CONTRACTOR TO VERIFY IN FIELD LOCATION AND INV. ELEV OF EXIST 36" W BUTTERFLY VALVE (SEE DETAIL THIS SHT)

CONTRACTOR TO VERIFY IN FIELD LOCATION AND INV. ELEV OF EXIST 36" W BUTTERFLY VALVE (SEE DETAIL THIS SHT)

CONTRACTOR TO VERIFY IN FIELD LOCATION AND INV. ELEV OF EXIST 36" W BUTTERFLY VALVE (SEE DETAIL THIS SHT)



**Call USA At Least 48 Hours Prior To Any Excavation 1-800-642-2444**

**Caution: Overhead Power Lines in this Area**

DESIGN	D. CHEN	DESIGNED	K. VON ASPERN
DETAILS	M. PAEZ	DRAWN	D. CHEN
QUANTITIES	D. CHEN	CHECKED	D. CHEN

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS: 0 1 2 3

EA 045351

PREPARED FOR THE		STATE OF CALIFORNIA	
DIVISION OF ENGINEERING SERVICES		DEPARTMENT OF TRANSPORTATION	
ELECTRICAL-MECHANICAL-WATER		WASTEWATER DESIGN	
BRIDGE NO.	23W0001R	POST MILE	14.8
EASTBOUND CORDELA CVEF		CVEF	SITE UTILITIES NO. 8

REVISION DATES (PROJECT ONLY)

STATION	Exc	Emb
40		
30		
20		
10		
TOTAL		

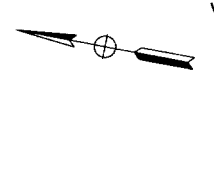
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DOES SD Imperial Rev./07 11-MAR-2011 18:43

# EXHIBIT "B" (Sheet 2 of 2)

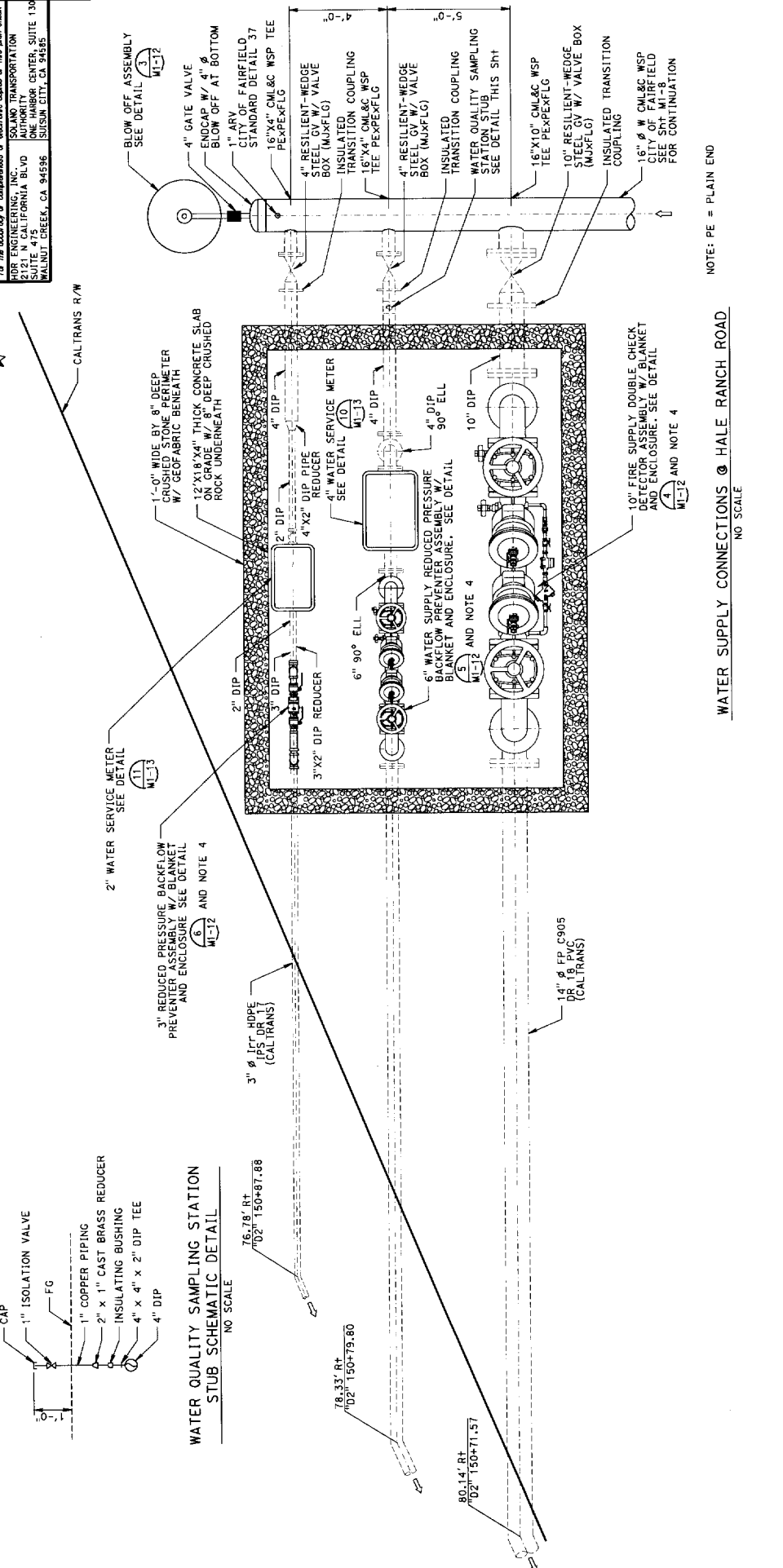
DIST.	ROUTE	POST MILEPOST	SHEET NO.	DATE
04	501	12.80	11	03/18/11
		1.1, 8.1/2.0,		
		1.3, 3.1/5.7,		

**REGISTERED ELECTRICAL ENGINEER**  
 Dolly Y. Chen 03/18/11  
 No. 5-53788  
 Exp. 3-30-12

PLANS APPROVAL DATE: \_\_\_\_\_  
 State of California Department of Industrial Relations  
 Division of Industrial Relations, Bureau of Industrial Hygiene and Safety  
 500 ENGINEERING, INC.  
 2121 N. CALIFORNIA BLVD  
 SUITE 475  
 WALNUT CREEK, CA 94596



- NOTES:**
1. CONTRACTOR TO BE AWARE WHILE WORKING IN THE VICINITY OF OH ELECTRIC.
  2. CONTRACTOR TO CONTACT CITY OF FAIRFIELD FOR WORK OUTSIDE OF THE R/W.
  3. BURIED DIP SHALL BE POLYETHYLENE ENCASED WITH DOUBLE TUBES OF MIN 8 MIL THICKNESS EACH, MANUFACTURED AND INSTALLED PER AWWA C105.
  4. BACKFLOW PREVENTER BLANKET AND ENCLOSURE NOT SHOWN FOR CLARITY. ENCLOSURE SHALL BE DETAIL AS SPECIFIED IN CALTRANS REVISED STANDARD PLAN RSP-118 AND AS SPECIFIED IN THE SPECIAL PROVISIONS.



**WATER QUALITY SAMPLING STATION STUB SCHEMATIC DETAIL**  
 NO SCALE

WATER SUPPLY CONNECTIONS @ HALE RANCH ROAD  
 NO SCALE

DESIGN D. CHEN DETAILS W. PAEZ QUANTITIES D. CHEN	CHECKED K. VON ASPERN D. CHEN	DIVISION OF ENGINEERING SERVICES ELECTRICAL-MECHANICAL-WATER WASTEWATER DESIGN	PROJECT NO.		SHEET	
			23W0001-R	14.8	M1-11	
PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		DATE OF REVISION		DATE OF REVISION		
		CU 04284		04/28/11		
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS		EA 045351		0		
		DATE		DATE		
		17-MAR-2011		15:00		

CITY OF FAIRFIELD  
1000 Webster St.  
Fairfield, CA  
94533

CR21204241  
11/09/27

STA Solano Transportation

Check

Authority  
461 990007108  
City Water Service Eastbound  
I-80 Cordelia Commercial  
Vehicle Enforcement Facility  
Out of Area Water Service  
\$373,334.00

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\$373,334.00

Authority