

RESOLUTION NO. SCV-351

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AUTHORIZING THE GENERAL MANAGER TO EXECUTE, PURSUANT TO THE CITY
OF SANTA CLARITA'S MITIGATED NEGATIVE DECLARATION FOR THE SIERRA
HIGHWAY BRIDGE WIDENING PROJECT, AN AGREEMENT
ON BEHALF OF THE SANTA CLARITA VALLEY WATER AGENCY WITH THE CITY
OF SANTA CLARITA FOR CONSTRUCTING THE SIERRA HIGHWAY BRIDGE
PIPELINES PROTECTION AND INSTALLATION PROJECT**

WHEREAS, the City of Santa Clarita (City) desires to widen the Sierra Highway Bridge including the widening of the northbound bridge deck and replacing the southbound bridge on the Sierra Highway over the Santa Clara River (Bridge No. 53C1777L&R) (Bridge Project) in the Canyon Country area east of the City of Santa Clarita; and

WHEREAS, on March 26, 2014 the City adopted a Mitigated Negative Declaration (MND) and approved the Bridge Project and a Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, the Santa Clarita Valley Water Agency (SCV Water) owns and maintains the 48-inch diameter Sand Canyon Pipeline, a 14-inch diameter and 18-inch diameter water distribution system pipelines which deliver potable water to the East side of the Santa Clarita Valley; and

WHEREAS, the Sand Canyon Pipeline is located in the Santa Clara River Trail and the 14-inch and 18-inch water distribution pipelines are located in the Santa Clara Riverbed, all the pipelines are in very close proximity to the Sierra Highway Bridge, and all the pipelines will need protection during the construction of the Bridge Project; and

WHEREAS, the City's design process for the Bridge Project has created an opportunity for SCV Water to install new potable and recycled water pipelines within the new bridge cells to be constructed as part of the Bridge Project and SCV Waters desires to install such pipelines; and

WHEREAS, the City has proposed constructing the Project and the proposed protection improvements for the existing Sand Canyon Pipeline, the 14-inch and 18-inch water pipelines and installing the new potable and recycled pipelines within the new bridge cells (Pipelines Protection and Installation Project); and

WHEREAS, pursuant to section 15162 of the CEQA Guidelines, no subsequent environmental impact (EIR) or mitigated negative declaration may be required for a project unless the Lead or Responsible Agency determines, on the basis of substantial evidence, certain conditions are met; and

WHEREAS, based on SCV Water's review, none of the conditions requiring preparation of a subsequent EIR under Section 15162 of the CEQA Guidelines are satisfied; and

WHEREAS, SCV Water has determined that it is in the public interest and benefit that the Pipelines Protection and Installation Project be incorporated into, and constructed as part of, the Bridge Project; and

WHEREAS, the City and SCV Water staff have prepared the Sierra Highway Bridge Expansion Project Agreement (Agreement) for incorporating the Pipelines Protection and Installation Project into the Bridge Project concerning the related construction contract and bidding, administering and managing documents for the Bridge Project and the Pipelines Protection and Installation Project to be undertaken by the City; and

WHEREAS, the City's authorized representative signed the Agreement on March 23, 2023, which is attached hereto as Exhibit "A"; and

WHEREAS, SCV Water will reimburse the City for the construction costs of the Sierra Highway Bridge Pipelines Protection and Installation Project in accordance with the Agreement and the Construction Budget approved by the Board of Directors; and

WHEREAS, it is in the Agency's best interest that the Board of Directors, on behalf of the Agency, authorize its General Manager to execute the Agreement with the City for constructing the Sierra Highway Bridge Pipelines Protection and Installation Project.

NOW, THEREFORE, BE IT RESOLVED, by the Santa Clarita Valley Water Agency Board of Directors, as follows:

SECTION 1. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. As a decision-making body for the Pipelines Protection and Installation Project, the Santa Clarita Valley Water Agency Board of Directors has reviewed and considered the information concerning the Pipelines Protection and Installation Project comments received, and other documents contained in the administrative record for the Pipelines Project and Bridge Project. Based on the Agency's independent review and analysis, the Santa Clarita Valley Water Agency Board of Directors finds that the administrative record contain a complete and accurate reporting of the environmental impacts associated with the Pipelines Protection and Installation Project in compliance with CEQA and the State CEQA Guidelines.

SECTION 2. FINDINGS ON ENVIRONMENTAL IMPACTS. Based on the whole record before it, including Bridge Project MND, the administrative record, and all other written and oral evidence presented to the Santa Clarita Valley Water Agency Board of Directors, the Santa Clarita Valley Water Agency Board of Directors finds that all environmental impacts of the Pipelines Protection and Installation Project are either less than significant or can be mitigated to a level of less than significant under the mitigation measures outlined in the MMRP. The Santa Clarita Valley Water Agency Board of Directors finds that substantial evidence fully supports the conclusion that no significant and unavoidable impacts will occur and that, alternatively, there is no substantial evidence in the administrative record supporting a fair argument that the modified project may result in any significant environmental impacts. The Santa Clarita Valley Water Agency Board of Directors finds that Bridge Project MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the Pipelines Protection and Installation Project and reflects the independent and analysis of the Santa Clarita Valley Water Agency Board of Directors.

SECTION 3. ADOPTION OF THE MITIGATION MONITORING AND REPORTING PROGRAM. In accordance with Public Resources Code section 21081.6, the Santa Clarita Valley Water Agency Board of Directors hereby adopts the MMRP previously adopted by the City for the Bridge Project.


SECTION 4. LOCATION AND CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which this Resolution has been based can be requested from the Custodian of Records located at the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. The Custodian of Record is the Board Secretary April Jacobs. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 5. NOTICE OF DETERMINATION. The SCV Water hereby directs staff to prepare, execute, and file a Notice of Determination with the Los Angeles County Clerk's office and the Office of Planning and Research within five (5) working days of adoption of this Resolution.

SECTION 6. The Agency's General Manager (the "Authorized Representative") or designee is hereby authorized and directed to execute the Agreement, with such changes, insertions and omissions as may be recommended by general counsel to the Agency and approved by the Authorized Representative executing the same, said execution being conclusive evidence of such approval.

SECTION 7. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Agreement, unless the context otherwise clearly requires.

SECTION 8. This resolution shall take effect immediately upon its passage and adoption.



President

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular scheduled meeting of the Board of Directors of said Agency held on June 6, 2023 the foregoing Resolution No. SCV-351 was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

DATED: June 6, 2023



Secretary



Exhibit "A"

Sierra Highway Bridge Expansion Project Agreement

SIERRA HIGHWAY BRIDGE EXPANSION PROJECT AGREEMENT

This agreement (“Agreement”) is made and entered into and effective this _____ day of _____, 2023, by and between Santa Clarita Valley Water Agency, a California public agency organized and existing under the laws of the State of California (hereinafter referred to as “SCV Water”), and the City of Santa Clarita, California (“City”), each individually may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

A. City desires to widen the Sierra Highway Bridge in Canyon Country (“Project”), which requires mitigation measures (“Pipelines Protection and Pipelines Installation Work”) to protect and/or relocate SCV Water’s existing potable water pipelines and related facilities located within or near the Project area, and to install two pipelines in sleeves along the bridge within two separate bridge cells which include the construction of the access vaults, as required, for connections to existing and future SCV Water systems. The existing pipelines and facilities deliver treated potable water to the east side of the Santa Clarita Valley.

B. The purpose of this Agreement is to set the terms and conditions under which: (1) SCV Water will comply with CEQA, (2) SCV Water will create and provide City with construction plans and technical specifications for the Pipelines Protection Work, (3) SCV Water will create and provide City with construction plans and technical specifications for the Pipelines Installation Work, and (4) City shall bid, administer and manage construction of the Project, including the Pipelines Protection and Pipelines Installation Work, subject to costs reimbursements from SCV Water as set herein.

C. SCV Water, under the terms herein stated, will create and provide City with construction plans and technical specifications for the Pipelines Protection and Pipelines Installation Work, provided that City provides SCV Water with adequate lead time. City will comply with CEQA and incorporate the construction plans and technical specifications for the Pipelines Protection and Pipelines Installation Work prepared by SCV Water into the Project construction contract documents and will bid the Pipelines Protection and Pipelines Installation Work as separate bid items within the Project bid schedule. SCV Water will reimburse City for Pipelines Protection and Pipelines Installation Work costs.

AGREEMENT

In consideration of the promises and mutual covenants herein contained, SCV Water and City hereby agree as follows:

City Shall:

1. Prior to approving the Pipelines Protection and Pipelines Installation Work, comply with all California Environmental Quality Act (“CEQA”) requirements for the Project and assume responsibility for the preparation, circulation, and adoption of all necessary

and appropriate CEQA documents pertaining to the construction, operation and maintenance of the Project.

2. Incorporate SCV Water's construction plans and technical specifications for the Pipelines Protection and Pipelines Installation Work into the bid and construction documents for the Project.
3. Solicit bids for the Project, which shall include the Pipelines Protection and Pipelines Installation Work as separate and distinct bid items.
4. Provide the bid of the lowest responsive and responsible bidder for the entire Project to SCV Water for its review and approval prior to City awarding the construction contract.
5. Obtain all permits required for the Project, including the Pipelines Protection and Pipelines Installation Work.
6. Require City's construction contractor to:
 - a. Furnish payment and performance bonds in an amount equal to one hundred percent (100%) of the total bid amount for the Project; however, City, in its discretion, may reduce the bond amounts or waive any bond requirements on the Project if: (1) City requires separate payment and performance bonds for the Pipelines Protection and Pipelines Installation Work that are not applicable to any other portions of the Project, and (2) the separate payment and performance bonds remain in full force and effect with a penal sum equal to one hundred percent of the price of the Pipelines Protection and Pipelines Installation Work.
 - b. Furnish insurance certificates evidencing coverage of at least the following amounts:
 - General liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 completed operations aggregate.
 - Automobile liability: \$1,000,000 per accident combined single limit.
 - Employer's liability \$1,000,000.
 - Excess liability limits shall be no less than \$3,000,000 per occurrence/claim/or accident, through any combination of primary and excess or umbrella insurance policies and shall apply above the other liability coverage.
 - Workers' compensation limits shall be statutory as required by the Labor Code of the State of California.
 - Builder's risk insurance shall provide limits equal to 100% of completed value of the work.

The policies shall be endorsed to contain SCV Water, its Engineer/Architect, and its directors, officers, officials, agents, employees, attorneys, consultants and

volunteers as additional insureds on all third-party liability policies, including automobile, general liability, and excess or umbrella policies, for both on-going and completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds [via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 10 and CG 20 37 04 13 (if later revisions used) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor].

- c. Warrant the Pipelines Protection and Pipelines Installation Work against defects for a period of not less than one (1) year following SCV Water's acceptance of the entire Pipelines Protection and Pipelines Installation Work.
 - d. Agree to defend, indemnify and hold SCV Water, its officers, directors, agents and employees harmless from any loss, liability or claims, for death, injury, loss, damage or expense to person or property as a result of any work or action and costs incurred by SCV Water, including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorney's fees, which arise out of or are claimed to have arisen out of the acts or omissions of the contractor, its subcontractors, agents, or employees with respect to the Project.
 - e. Comply with all laws, including but not limited to laws requiring the payment of prevailing wages for public work and all applicable Cal/OSHA safety regulations.
7. Manage and coordinate the construction of the Project. City shall process any changes to the Pipelines Protection and Pipelines Installation Work, including any cost increases, by a written change order in accordance with the construction contract and subject to the review and approval of SCV Water. The written change order request provided to SCV Water shall include documentation supporting the requested change and evidencing SCV Water's obligation to pay for the requested change. Approval of any written change order by SCV Water shall be in writing. The City shall not approve any change order or commence any work pursuant to any change order related to the Pipelines Protection and Pipelines Installation Work until it has received SCV Water's written approval of said change order. SVC Water shall not pay for any work performed pursuant to any change order it has not reviewed and approved in writing by SVC Water.
 8. Allow SCV Water to inspect construction of the Pipelines Protection and Pipelines Installation Work.
 9. Upon completion of the Pipelines Protection and Pipelines Installation Work, notify SCV Water and provide SCV Water with the opportunity to inspect and approve the completed work prior to acceptance. SCV Water's approval shall be in writing. Upon completion of the Project, the City shall provide SCV Water with a notice of

completion and prepare, execute, and record with the Office of Recorder of the County of Los Angeles a Certificate of Completion and Final Acceptance.

10. Deliver, or cause the contractor to deliver, record (as-built) drawings of the Pipelines Protection and Pipelines Installation Work to SCV Water.
11. City will require the Pipelines Protection and Pipelines Installation Work to be invoiced separately. SCV Water will perform the necessary inspections and pay to City all amounts due for the work performed during that pay cycle within 30 days of invoice date. The City shall provide SCV Water with a final construction cost accounting of the Pipelines Protection and Pipelines Installation Work, together with unconditional lien releases from all contractors, subcontractors, suppliers for all work performed on the Pipelines Protection and Pipelines Installation Work, within 30 days of the final invoice date.
12. Defend, indemnify and hold SCV Water, its officers, directors, agents and employees harmless from any loss, liability or claims, for death, injury, loss, damage or expense to person or property as a result of any work or action and costs incurred by SCV Water, including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorney's fees, which arise out of or are claimed to have arisen out of the acts or omissions of City, its contractors, agents, or employees with respect to the Project.

SCV Water Shall:

13. Prior to approving the Pipelines Protection and Pipelines Installation Work, comply with all California Environmental Quality Act ("CEQA") requirements for the Pipelines Protection and Pipelines Installation Work and assume responsibility for the preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the Pipelines Protection and Pipelines Installation Work.
14. Prepare the construction plans and technical specifications for the Pipelines Protection and Pipelines Installation Work.
15. Provide the construction plans and technical specifications for the Pipelines Protection and Pipelines Installation Work to City for incorporation into City's bid and construction documents for the Project.
16. Timely inform City of SCV Water's approval, or rejection, of the low bid presented by City to SCV Water. SCV Water acknowledges that the low bid for the Project is not required to be the lowest bid for the Pipelines Protection and Pipelines Installation items.
17. Timely respond to City regarding any requests from the contractor to change the construction plans and/or technical specifications for the Pipelines Protection and Pipelines Installation Work and/or to increase the costs of the Pipelines Protection and

Pipelines Installation Work. SCV Water shall review and approve change orders, cost increases, and prepare revisions to the SCV Water plans and specifications in a manner that does not impede the schedule or delay the project. SCV Water shall be responsible for any additional costs resulting from changes in the Pipelines Protection and Pipelines Installation Work, as provided herein, except to the extent that such costs arise from City's negligence, errors, omissions, or failure to properly manage construction of the Project.

18. Review the Pipelines Protection and Pipelines Installation Work, and if satisfied, accept it upon completion of the Pipelines Protection and Pipelines Installation Work.
19. Review the invoice and reimburse City the approved costs of the completed Pipelines Protection and Pipelines Installation Work within thirty (30) days of City's invoice delivery date to SCV Water.
20. Defend, indemnify and hold harmless City with regard to any claims for additional costs brought by the construction contractor arising out of SCV Water's denial of any change order requests related to the Pipelines Protection and Pipelines Installation Work, except that SCV Water shall not defend, indemnify and hold harmless City for claims arising out of City's negligence, errors, omissions or failure to properly manage construction of the Project.
21. Defend, indemnify and hold City, its officers, directors, agents and employees harmless from any loss, liability or claims, for death, injury, loss, damage or expense to person or property as a result of any errors and omissions including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorney's fees, which arise out of or are claimed to have arisen out of the negligent acts or omissions of SCV Water, its contractors, agents, or employees with respect to the Project.

The Parties further agree that:

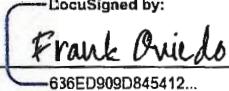
22. This Agreement constitutes the entire agreement between the Parties with respect to this subject matter superseding all negotiations, prior discussions and preliminary agreements and understanding, written or oral. No waiver or any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights. In the event any provision of this Agreement is held to be invalid and unenforceable, the other provisions of this Agreement shall be held to be valid and binding on the Parties.
23. The terms of this Agreement shall be binding and inure to the benefits of the parties hereto and their successors and assigns.
24. This Agreement shall be governed by the laws of the State of California. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

SANTA CLARITA VALLEY WATER
AGENCY, a California public agency

CITY OF SANTA CLARITA

BY: _____

BY:  _____

NAME: _____

NAME: Frank Oviedo

TITLE: _____

TITLE: Assistant City Manager

DATE: _____

DATE: 3/23/2023