

COOPERATIVE COST REIMBURSEMENT AGREEMENT

FAIRVIEW STREET SLURRY SEAL (EDNA DRIVE TO SR-22 OFF RAMP)

COOPERATIVE COST REIMBURSEMENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2017, by and between the CITY OF SANTA ANA, a California charter city ("Santa Ana"), and the CITY OF GARDEN GROVE, a California municipal corporation ("Garden Grove"). In this Agreement, Santa Ana and Garden Grove may each be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, Santa Ana has initiated a street preventative maintenance project (the "Project") to improve the pavement condition of Fairview Street from Edna Dr. to SR-22 Off Ramp; and

WHEREAS, Fairview Street within the Project limits contains a portion of property within Santa Ana and a portion of the street within the boundary of Garden Grove; and

WHEREAS, In an effort to efficiently utilize Garden Grove resources, Garden Grove wishes to improve the portion of Fairview Street within its boundary at the same time the Santa Ana Fairview Street Preventative Maintenance Project is conducted; and

WHEREAS, the parties desire to slurry seal Fairview Street, within their respective boundaries as part of the "Project".

NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. The City of Santa Ana responsible to advertise for bids, hire a contractor, approve the work and administer the contract for street rehabilitation.
2. Garden Grove is responsible for funding that portion of the Project within the Garden Grove city limits, as set forth in Exhibits A and B, attached hereto and incorporated by this reference. Garden Grove will remit payment to Santa Ana within thirty (30) days of receipt of invoice evidencing Project work performed within Garden Grove city boundary.
3. Garden Grove will coordinate the relocation of all affected utility company facilities within the City limits of Garden Grove in a timely manner.
4. Santa Ana and Garden Grove shall extend cooperation to each other and proceed under this Agreement in good faith to facilitate timely completion of the Project. The Parties agree that when any component of this Project is subject to the approval of Garden Grove, such approval shall not be unreasonably withheld.
5. Garden Grove will be notified as to the official construction start date and overall construction schedule. Also, a representative from Garden Grove will be invited to attend pre-construction, Project status, and final walk through meetings.

6. Change orders for work within Garden Grove must receive the written approval of the Public Works Department Engineering Manager of Garden Grove or his/her designee prior to implementation.

7. The following staff members, or as otherwise designated in writing by the Executive Director of Public Works of Santa Ana or the Public Works Department Engineering Manager of Garden Grove, shall be the selected representatives of each City to act on each respective City's behalf with respect to this agreement. Any notices, requests, approvals, plan submittals or communications shall be provided to each representative noted below:

City of Santa Ana:

ATTN: Edwin "William" Galvez, P.E.
City Engineer
Public Works Agency
Santa Ana, CA 92701
20 Civic Center Plaza, M-21
Phone: (714) 647-5653
E-Mail: wgalvez@santa-ana.org

City of Garden Grove:

ATTN: Dan Candelaria, P.E., T.E.
City Engineer
Public Works Department
11222 Acacia Parkway
Garden Grove, CA 92840
Phone: (714) 741-5192
E-Mail: danc@ci.garden-grove.ca.us

8. Santa Ana shall cause its contractor for the Project to guarantee the Garden Grove improvements against defects in workmanship and materials for a period of one (1) year from the date of acceptance by Santa Ana. It is further agreed that Santa Ana shall assume the responsibility for causing the Garden Grove improvements to be brought or restored to full compliance with the requirements of the Plans and Specifications for any portion of the Project which during said one (1) year period are found not to be in conformance with the provisions of the Plans and Specifications.

9. The City of Santa Ana shall have its contractor provide insurance as follows:

9.1 INSURANCE AMOUNTS. Contractor shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-Class VII or better, as approved by the City. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy shall designate the City of Santa Ana, the City of Garden Grove, their officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the Contractor. Contractor shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by the City.

- (b) Automobile liability in the amount of \$1,000,000 combined single limit, including mobile equipment if applicable; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.

An Additional Insured Endorsement for the policy shall designate the City of Garden Grove, the City of Santa Ana, their officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the Contractor. Contractor shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by the City.

- (c) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, Contractor and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the City of Garden Grove, the City of Santa Ana, their officers, officials, agents, employees, and volunteers.

9.3. CONTRACTOR shall not commence work until all certificates and endorsements have been received and approved by Santa Ana. All insurance required shall contain a Statement of Obligation on the part of the carrier to notify City of any material change, cancellation, or termination at least thirty (30) days in advance.

10. This Agreement contains all of the agreements of the Parties regarding the Project and all previous understandings, negotiations and agreements regarding the Project are integrated into and superseded by this Agreement.

11. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

12. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

13. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

14. This Agreement shall be binding upon and shall endure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

15. This Agreement may be executed by the Parties and counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

16. This Agreement is to be governed by the laws of the State of California, in Orange County California.

17. Each party agrees to defend, hold harmless, and indemnify the other as to any and all claims, judgments, liabilities or damages for injuries and damages directly arising out of each party's own performance under this Agreement, except to the extent such damage or expense is caused in whole or in part by the other party's negligence or willful misconduct.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF SANTA ANA

CITY OF GARDEN GROVE

CYNTHIA KURTZ
Interim City Manager

SCOTT C. STILES
City Manager

ATTEST:

ATTEST:

MARIA D. HUIZAR
Clerk of the Council City Clerk

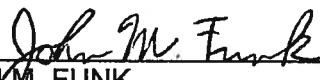
TERESA POMEROY
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

OMAR SANDOVAL
City Attorney

By: 

JOHN M. FUNK
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

FRED MOUSAVIPOUR
Public Works Agency
Executive Director

EXHIBIT A

City Cost Sharing Estimates

Fairview Street (Edna Drive to SR-22 Off Ramp)

City of Santa Ana Cost Estimate

Table 1

City of Garden Grove Cost Estimate

Table 2

CITY OF SANTA ANA

By: Mindy Ly

Project No.:

17-6881

Date Revised:

08/24/17

**COST ESTIMATE (CITY OF SANTA ANA JURISDICTION)
FAIRVIEW STREET PREVENTATIVE MAINTENANCE
FROM SEGERSTROM TO NORTH CITY LIMIT**

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	Unclassified	CY	70	\$33.00	\$ 2,310.00
2	REAS Type 2	TN	1,055	\$577.00	\$ 608,735.00
3	ARHM	TN	3,140	\$96.00	\$ 301,440.00
4	Cold Mill (2")	SF	244,900	\$0.25	\$ 61,225.00
5	Crack Sealing	LS	0.970	\$57,300.00	\$ 55,592.00
6	Remove and Replace PCC Curb Ramp	SF	10,300	\$14.85	\$ 152,955.00
7	Remove and Replace PCC Sidewalk	SF	1,500	\$10.74	\$ 16,110.00
8	Adjust Manhole Frame & Cover to Finished Grade	EA	2	\$775.00	\$ 1,550.00
9	Furnish and Install New Water Valve Frame & Cover to Finished Grade	EA	6	\$877.00	\$ 5,262.00
10	Furnish and Install new Pull Box #6 Frame and Cover & Adjust to Grade	EA	2	\$2,600.00	\$ 5,200.00
11	Protection of Surface Utility Frames and Covers	LS	1	\$1,032.00	\$ 1,032.00
12	Traffic Loops Type E	EA	60	\$268.00	\$ 16,080.00
13	Traffic Loops Type D	EA	22	\$279.00	\$ 6,138.00
14	Temporary Construction Sign	EA	4	\$1,200.00	\$ 4,800.00
15	Signing and Striping	LS	0.970	\$99,300.00	\$ 96,339.00
TOTAL CONSTRUCTION COST					\$ 1,334,768.00

CITY OF SANTA ANA

By: Mindy Ly

Project No.: 17-6881
Date Revised: 08/24/17

**COST ESTIMATE (CITY OF GARDEN GROVE JURISDICTION)
FAIRVIEW STREET PREVENTATIVE MAINTENANCE
FROM 200' N/O EDNA DRIVE TO SR-22 OFF RAMP**

NO.	DESCRIPTION	UNIT	QUANTITY	COST	
				UNIT PRICE	
1	Unclassified Excavation	CY	30	\$ 33.00	\$ 990.00
2	REAS Type 2	TN	45	\$ 577.00	\$ 25,965.00
3	Asphalt Rubber Hot Mix (ARHM)*	TN	60	\$ 96.00	\$ 5,760.00
4	Cold Mill (2")*	SF	0	\$ 0.25	\$ -
5	Crack Sealing	LS	0.030	\$ 57,300.00	\$ 1,708.00
6	PCC Curb Ramp (@ Avalon Ave & Downie)	SF	900	\$ 14.85	\$ 13,365.00
7	Remove and Replace PCC Sidewalk*	SF	0	\$ 10.74	\$ -
8	Adjust Manhole Frame & Cover to Finished Grade	EA	0	\$ 775.00	\$ -
9	Furnish/Install New Wv Frame & Cover to Finished Grade	EA	0	\$ 877.00	\$ -
10	Furnish/Install new PB #6 Frame/Cover & Adjust to Grade	EA	0	\$ 2,600.00	\$ -
11	Protection of Surface Utility Frames and Covers	LS	0	\$ 1,032.00	\$ -
12	Traffic Loops Type E	EA	0	\$ 268.00	\$ -
13	Traffic Loops Type D	EA	0	\$ 279.00	\$ -
14	Temporary Construction Sign	EA	0	\$ 1,200.00	\$ -
15	Striping (including sandblasting of exist.)	LS	0.030	\$ 99,300.00	\$ 2,961.00
TOTAL CONSTRUCTION COST					\$ 50,749.00
Design Engineering			0%		\$ -
Contingency			10%		\$ 5,000.00
Construction Engineering			15%		\$ 8,000.00
TOTAL PROJECT COST					\$ 63,700.00

Note: 1. Assume no work along the westerly shoulder between Glendon and SR-22 off-ramp (severe pavement deterioration)

Note: 2. Found 2-Major alligator cracks in front of 13072 Fairview N/B; 2-major cracks in front of SR-22 off-ramp S/B; and major cracks in lane #2 in front of 13111 Fairview S/B

Exhibit B

Location Map

Fairview Street (Edna Drive to SR-22 Off Ramp)

