

COOPERATIVE COST REIMBURSEMENT AGREEMENT

WESTMINSTER BOULEVARD (HARBOR BLVD. TO FAIRVIEW ST.) STREET REHABILITATION PROJECT

COOPERATIVE COST REIMBURSEMENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2018, 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 rehabilitation project (the "Project") to improve the pavement condition of Westminster Blvd. from Harbor Blvd. to Fairview St; and

WHEREAS, Westminster Boulevard within the Project limits contain 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 Westminster Boulevard within its boundary at the same time the Santa Ana Westminster Boulevard Project is conducted; and

WHEREAS, the Parties desire to repave Westminster Boulevard, 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 will advertise for bids, hire a contractor, approve the work and administer the contract for street rehabilitation.
2. Garden Grove is responsible for:
 - (a) Garden Grove shall pay Santa Ana for the actual cost of the work within the Garden Grove portion based upon unit prices bid of the Successful Contractor and quantities actually used on the Garden Grove portion as set forth in the Project Location Map (Exhibit A) and the City Cost Sharing (Exhibit B), attached hereto and incorporated by this reference. Estimated costs are included in Exhibit B. 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.
 - (b) Garden Grove shall pay Santa Ana for the actual cost of design engineering and construction engineering services provided for the work within the Garden Grove portion based upon the time spent by Santa Ana staff. 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 advertising dates, bid opening date, 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. Garden Grove is responsible for change order cost within Garden Grove respective boundaries.

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., TE
City Engineer
Public Works Department
11222 Acacia Parkway
Garden Grove, CA 92840
Phone: (714) 741-5185
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

RAUL GODINEZ II
City Manager

SCOTT C. STILES
City Manager

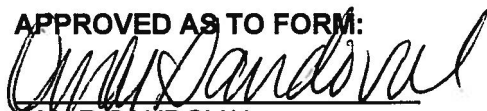
ATTEST:

ATTEST:

MARIA D. HUIZAR
Clerk of the Council City Clerk

TERESA POMEROY
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:


OMAR SANDOVAL
City Attorney

SONIA R. CARVALHO
City Attorney

By: _____
JOHN M. FUNK
Assistant City Attorney

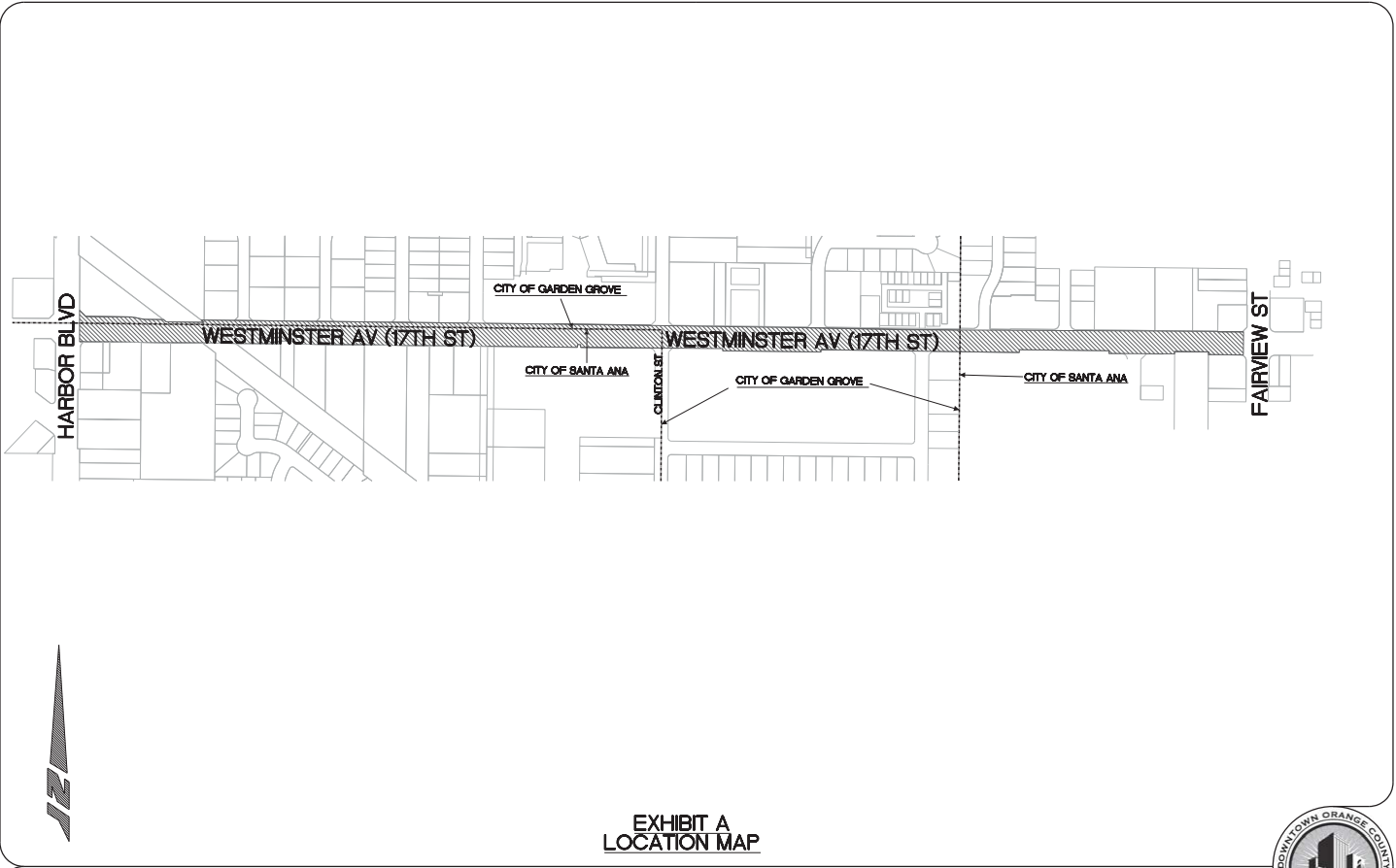
RECOMMENDED FOR APPROVAL:

Edwin "William" Galvez, P.E.
Acting Executive Director
Public Works Agency

Exhibit A

Location Map

**Westminster Boulevard (Harbor Blvd. to Fairview St.)
Street Rehabilitation Project**



**EXHIBIT A
LOCATION MAP**



**WESTMINSTER BLVD. (17TH ST.)
FROM HARBOR BLVD. TO FAIRVIEW ST. REHABILITATION
(GARDEN GROVE COOPERATIVE AGREEMENT)**



EXHIBIT B

City Cost Sharing

**Westminster Boulevard (Harbor Blvd. to Fairview St.)
Street Rehabilitation Project**

City of Santa Ana Cost

Table 1

City of Garden Grove Cost

Table 2

Project No. 15-6825: Westminster Ave from Harbor Blvd to Clinton St

Construction Contract						City of Santa Ana		City of Garden Grove	
Item	Description	Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	Unclassified Excavation	1,171	CY	\$ 60.00	\$ 70,260.00	1,021	\$ 61,260.00	150	\$ 9,000.00
2	AC Pavement (Asphalt Concrete)	2,745	TN	\$ 70.00	\$ 192,150.00	2,414	\$ 168,980.00	331	\$ 23,170.00
3	Asphalt Rubber Hot Mix (ARHM)	2,560	TN	\$ 79.00	\$ 202,240.00	2,160	\$ 170,640.00	400	\$ 31,600.00
4	Cold Mill (T=3")	166,785	SF	\$ 0.24	\$ 40,028.40	141,285	\$ 33,908.40	25,500	\$ 6,120.00
5	Crushed Miscellaneous Base (CMB)	40	TN	\$ 100.00	\$ 4,000.00	20	\$ 2,000.00	20	\$ 2,000.00
6	PCC Sidewalk (T=4")	2,000	SF	\$ 5.50	\$ 11,000.00	1,405	\$ 7,727.50	595	\$ 3,272.50
7	PCC Driveway Approach (T=8")	118	SF	\$ 12.00	\$ 1,416.00	100	\$ 1,200.00	18	\$ 216.00
8	PCC Curb Ramp	2,425	SF	\$ 10.00	\$ 24,250.00	1,425	\$ 14,250.00	1,000	\$ 10,000.00
9	Concrete Bus Pad		SF	\$ 12.00	\$ -		\$ -		\$ -
10	PCC Curb and Gutter (Type A-2-8)	415	LF	\$ 30.00	\$ 12,450.00	400	\$ 12,000.00	15	\$ 450.00
11	PCC Curb (Type B-1)		LF	\$ 16.00	\$ -		\$ -		\$ -
12	PCC Cross-Gutter (Arterial Street)	200	SF	\$ 12.00	\$ 2,400.00		\$ -	200	\$ 2,400.00
13	PCC Grinding	40	LF	\$ 25.00	\$ 1,000.00	36	\$ 900.00	4	\$ 100.00
14	PCC Pattern Stamped Concrete		SF	\$ 20.00	\$ -		\$ -		\$ -
15	Root Shave	1	EA	\$ 500.00	\$ 500.00	1	\$ 500.00		\$ -
16	Adjust Water Valve Frame and Cover to Finished Grade	30	EA	\$ 850.00	\$ 25,500.00	16	\$ 13,600.00	14	\$ 11,900.00
17	Adjust Sewer and Drainage Manhole to Finished Grade	11	EA	\$ 800.00	\$ 8,800.00	11	\$ 8,800.00		\$ -
18	Adjust Water Meter Frame and Cover to Finished Grade		EA	\$ 800.00	\$ -		\$ -		\$ -
19	Adjust Survey Monument to Finished Grade		EA	\$ 800.00	\$ -		\$ -		\$ -
20	Furnish and Install New #6 Pullbox		EA	\$ 800.00	\$ -		\$ -		\$ -
21	Furnish and Install Cast-in Place ADA Truncated Dome Panel		EA	\$ 700.00	\$ -		\$ -		\$ -
22	Furnish and Install Traffic Loops Type E	9	EA	\$ 250.00	\$ 2,250.00	9	\$ 2,250.00		\$ -
23	Furnish and Install Traffic Loops Type D	22	EA	\$ 250.00	\$ 5,500.00	22	\$ 5,500.00		\$ -
24	Temporary Construction Sign	5	EA	\$ 900.00	\$ 4,500.00	2	\$ 1,800.00	3	\$ 2,700.00
25	Signing and Striping	0.5	LS	\$ 38,500.00	\$ 19,250.00	0.25	\$ 9,625.00	0.25	\$ 9,625.00
26	Traffic Control and Traffic Control Plan	0.5	LS	\$ 51,940.00	\$ 25,970.00	0.25	\$ 12,985.00	0.25	\$ 12,985.00
27	Project Advertising Sign	2	EA	\$ 1,200.00	\$ 2,400.00	1	\$ 1,200.00	1	\$ 1,200.00
28	Push Button	3	EA	\$ 600.00	\$ 1,800.00	3	\$ 1,800.00		\$ -
Construction Contract					\$ 657,664.40		\$ 530,925.90		\$ 126,738.50
Contingency (10%)							\$ 53,093.00		\$ 12,674.00
Construction Engineering (15%)							\$ 79,639.00		\$ 19,011.00
Design Engineering (10%)							\$ -		\$ 12,674.00
SUB-TOTAL							\$ 663,657.90		\$ 171,097.50

Project No. 18-6902: Westminster Ave from Clinton St to Fairview St

Construction Contract						City of Santa Ana		City of Garden Grove	
Item	Description	Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	Unclassified Excavation	1,029	CY	\$ 60.00	\$ 61,740.00	790	\$ 47,400.00	239	\$ 14,340.00
2	AC Pavement (Asphalt Concrete)	2,555	TN	\$ 70.00	\$ 178,850.00	1,615	\$ 113,050.00	940	\$ 65,800.00
3	Asphalt Rubber Hot Mix (ARHM)	2,540	TN	\$ 79.00	\$ 200,660.00	1,260	\$ 99,540.00	1,280	\$ 101,120.00
4	Cold Mill (T=3")	187,215	SF	\$ 0.24	\$ 44,931.60	86,085	\$ 20,660.40	101,130	\$ 24,271.20
5	Crushed Miscellaneous Base (CMB)	10	TN	\$ 100.00	\$ 1,000.00	5	\$ 500.00	5	\$ 500.00
6	PCC Sidewalk (T=4")	3,000	SF	\$ 5.50	\$ 16,500.00	1,600	\$ 8,800.00	1,400	\$ 7,700.00
7	PCC Driveway Approach (T=8")	482	SF	\$ 12.00	\$ 5,784.00	482	\$ 5,784.00		\$ -
8	PCC Curb Ramp	2,575	SF	\$ 10.00	\$ 25,750.00	2,000	\$ 20,000.00	575	\$ 5,750.00
9	Concrete Bus Pad	1,100	SF	\$ 12.00	\$ 13,200.00	1,100	\$ 13,200.00		\$ -
10	PCC Curb and Gutter (Type A-2-8)	585	LF	\$ 30.00	\$ 17,550.00	285	\$ 8,550.00	300	\$ 9,000.00
11	PCC Curb (Type B-1)	300	LF	\$ 16.00	\$ 4,800.00	195	\$ 3,120.00	105	\$ 1,680.00
12	PCC Cross-Gutter (Arterial Street)	2,800	SF	\$ 12.00	\$ 33,600.00	1,845	\$ 22,140.00	955	\$ 11,460.00
13	PCC Grinding	60	LF	\$ 25.00	\$ 1,500.00	60	\$ 1,500.00		\$ -
14	PCC Pattern Stamped Concrete	300	SF	\$ 20.00	\$ 6,000.00	195	\$ 3,900.00	105	\$ 2,100.00
15	Root Shave	4	EA	\$ 500.00	\$ 2,000.00	4	\$ 2,000.00		\$ -
16	Adjust Water Valve Frame and Cover to Finished Grade	39	EA	\$ 850.00	\$ 33,150.00	15	\$ 12,750.00	24	\$ 20,400.00
17	Adjust Sewer and Drainage Manhole to Finished Grade	31	EA	\$ 800.00	\$ 24,800.00	20	\$ 16,000.00	11	\$ 8,800.00
18	Adjust Water Meter Frame and Cover to Finished Grade	4	EA	\$ 800.00	\$ 3,200.00		\$ -	4	\$ 3,200.00
19	Adjust Survey Monument to Finished Grade	4	EA	\$ 800.00	\$ 3,200.00		\$ -	4	\$ 3,200.00
20	Furnish and Install New #6 Pullbox	6	EA	\$ 800.00	\$ 4,800.00	3	\$ 2,400.00	3	\$ 2,400.00
21	Furnish and Install Cast-in Place ADA Truncated Dome Panel	2	EA	\$ 700.00	\$ 1,400.00		\$ -	2	\$ 1,400.00
22	Furnish and Install Traffic Loops Type E	7	EA	\$ 250.00	\$ 1,750.00	7	\$ 1,750.00		\$ -
23	Furnish and Install Traffic Loops Type D	17	EA	\$ 250.00	\$ 4,250.00	17	\$ 4,250.00		\$ -
24	Temporary Construction Sign	5	EA	\$ 900.00	\$ 4,500.00	3	\$ 2,700.00	2	\$ 1,800.00
25	Signing and Striping	0.5	LS	\$ 38,500.00	\$ 19,250.00	0.25	\$ 9,625.00	0.25	\$ 9,625.00
26	Traffic Control and Traffic Control Plan	0.5	LS	\$ 51,940.00	\$ 25,970.00	0.25	\$ 12,985.00	0.25	\$ 12,985.00
27	Project Advertising Sign	1	EA	\$ 1,200.00	\$ 1,200.00	1	\$ 600.00	1	\$ 600.00
28	Push Button		EA	\$ 600.00	\$ -		\$ -		\$ -
Construction Contract					\$ 741,335.60		\$ 433,204.40		\$ 308,131.20
Contingency (10%)							\$ 43,320.00		\$ 30,813.00
Construction Engineering (15%)							\$ 64,981.00		\$ 46,219.00
Design Engineering (10%)							\$ -		\$ 30,813.00
SUB-TOTAL							\$ 541,505.40		\$ 415,976.20

TOTAL

	Construction Contract	City of Santa Ana	City of Garden Grove
Construction Contract	\$ 1,399,000.00	\$ 964,130.30	\$ 434,869.70
Contingency (10%)		\$ 96,413.00	\$ 43,487.00
Construction Engineering (15%)		\$ 144,620.00	\$ 65,230.00
Design Engineering (10%)		\$ -	\$ 43,487.00
TOTAL		\$ 1,205,163.30	\$ 587,073.70