

## **COOPERATIVE COST REIMBURSEMENT AGREEMENT**

### **EUCLID STREET REHABILITATION PROJECT FROM HAZARD AVENUE TO WESTMINSTER AVENUE**

COOPERATIVE COST REIMBURSEMENT AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 Euclid Street from Hazard Avenue to Westminster Avenue and

WHEREAS, Euclid Street 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 Euclid Street within its boundary at the same time the Santa Ana Euclid Street Project is conducted; and

WHEREAS, the Parties desire to repave Euclid 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 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. 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, PE  
City Engineer  
Public Works Agency  
Santa Ana, CA 92701  
20 Civic Center Plaza, M-21  
Phone: (714) 647-5653  
E-Mail: wegalvez@santa-ana.org

City of Garden Grove:

ATTN: Dan Candelaria, PE,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:**

\_\_\_\_\_  
SONIA R. CARVALHO  
City Attorney

  
\_\_\_\_\_  
OMAR SANDOVAL  
City Attorney

\_\_\_\_\_  
JOHN M. FUNK  
Assistant City Attorney

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
FUAD S. SWEISS, PE, PLS  
Public Works Agency  
Executive Director

**Exhibit A**

**Location Map**

**Euclid Street Rehabilitation Project  
From Hazard Avenue to Westminster Avenue**

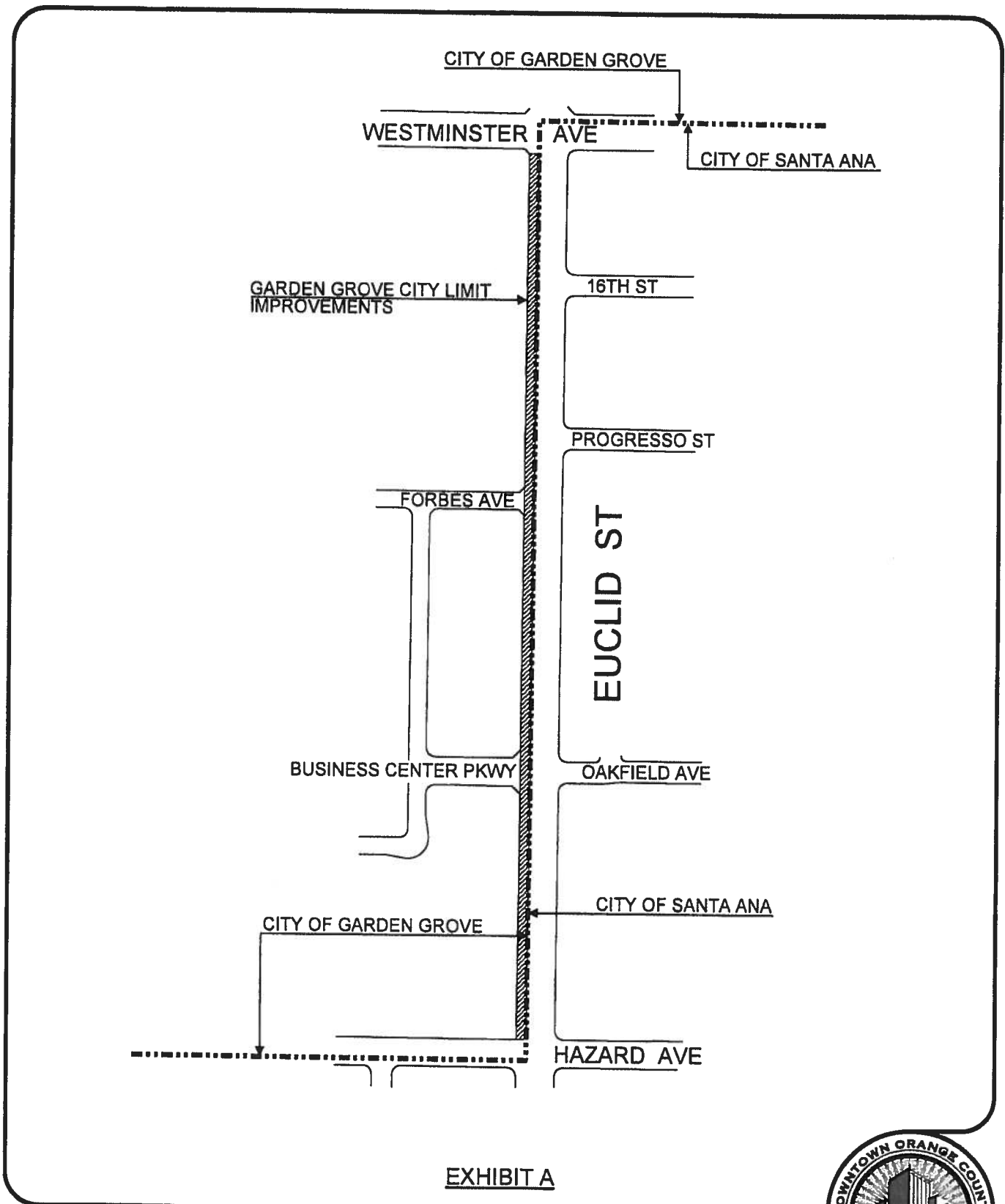


EXHIBIT A



PROJECT 18-6915  
EUCLID ST. REHABILITATION:  
HAZARD AVE. TO WESTMINSTER AVE.  
LOCATION MAP



**EXHIBIT B**

**City Cost Sharing**

**Euclid Street Rehabilitation Project  
From Hazard Avenue to Westminster Avenue**

**City of Garden Grove Cost**

**CITY COST SHARING**  
**Euclid Rehabilitation: from Hazard to Westminster**

| NO.                               | DESCRIPTION   | UNIT | QUANTITY | ENGINEER      |                      |
|-----------------------------------|---|------|----------|---------------|----------------------|
|                                   |   |      |          | UNIT PRICE    | COST                 |
| 1                                 | Unclassified Ex.  | CY   | 1,000    | \$ 38.00      | \$ 38,000.00         |
| 2                                 | Cold Milling (3")                                       | SF   | 0        | \$ 0.28       | \$ -                 |
| 3                                 | Cold Milling (6")                                       | SF   | 0        | \$ 0.65       | \$ -                 |
| 4                                 | Crush Miscellaneous Base (CMB)                          | TN   | 610      | \$ 29.00      | \$ 17,690.00         |
| 5                                 | Asphalt Concrete (AC)                                   | TN   | 950      | \$ 75.00      | \$ 71,250.00         |
| 6                                 | Asphalt Rubber Hot Mix (ARHM)                           | TN   | 320      | \$ 92.00      | \$ 29,440.00         |
| 7                                 | PCC Curb Ramps  | SF   | 1,000    | \$ 8.50       | \$ 8,500.00          |
| 8                                 | PCC Sidewalk (4")                                       | SF   | 1,660    | \$ 5.30       | \$ 8,798.00          |
| 9                                 | PCC Cross Gutter  | SF   | 860      | \$ 16.00      | \$ 13,760.00         |
| 10                                | PCC Driveway per GG standard plan                       | SF   | 350      | \$ 10.50      | \$ 3,675.00          |
| 11                                | PCC Curb Type A-8                                       | LF   | 80       | \$ 21.00      | \$ 1,680.00          |
| 12                                | PCC Curb and Gutter Type C-8                            | LF   | 10       | \$ 32.00      | \$ 320.00            |
| 13                                | Adjust OCSD Manhole Frame & Cover to Finish Grade       | EA   | 0        | \$ 1,800.00   | \$ -                 |
| 14                                | Adjust Manhole Frame & Cover to Finish Grade            | EA   | 1        | \$ 1,000.00   | \$ 1,000.00          |
| 15                                | Adjust Water Valve Frame & Cover to Finish Grade (S.A.) | EA   | 0        | \$ 1,000.00   | \$ -                 |
| 16                                | Adjust Water Valve Frame & Cover to Finish Grade (G.G.) | EA   | 17       | \$ 1,000.00   | \$ 17,000.00         |
| 17                                | 18" Dowels  | EA   | 8        | \$ 80.00      | \$ 640.00            |
| 18                                | Root Shave  | EA   | 10       | \$ 260.00     | \$ 2,600.00          |
| 19                                | Furnish and Install New #6 Pullbox                      | EA   | 5        | \$ 315.00     | \$ 1,575.00          |
| 20                                | Temporary Construction Sign                             | EA   | 5        | \$ 315.00     | \$ 1,575.00          |
| 21                                | Project advertisement sign                              | EA   | 0        | \$ 800.00     | \$ -                 |
| 22                                | Furnish and Install Traffic Loops Type D †              | EA   | 4        | \$ 240.00     | \$ 960.00            |
| 23                                | Furnish and Install Traffic Loops TypeE †               | EA   | 8        | \$ 210.00     | \$ 1,680.00          |
| 24                                | Signing and Striping                                    | LS   | 0.10     | \$ 123,000.00 | \$ 12,300.00         |
| 25                                | Labor Agreement Oversight                               | LS   | 0.10     | \$ 10,000.00  | \$ 1,000.00          |
| <b>SUBTOTAL CONSTRUCTION COST</b> |   |      |          |               | <b>\$ 233,443.00</b> |
| Design Engineering                |   |      |          | 10%           | \$ 23,344.30         |
| Contingency                       |   |      |          | 10%           | \$ 23,344.30         |
| Construction Engineering          |   |      |          | 15%           | \$ 35,016.45         |
| <b>TOTAL PROJECT COST</b>         |   |      |          |               | <b>\$ 315,148.05</b> |