

COOPERATIVE COST REIMBURSEMENT AGREEMENT
MAIN STREET SLURRY SEAL AND RESURFACING PROJECT

COOPERATIVE COST REIMBURSEMENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2025, by and between the CITY OF SANTA ANA, a California charter city ("Santa Ana"), and the CITY OF ORANGE, a California municipal corporation ("Orange"). In this Agreement, Santa Ana and Orange 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 Main Street from Memory Lane to North City Limits.

WHEREAS, Main Street within the Project limits contain a portion of property within Santa Ana and a portion of the street within the boundary of Orange; and

WHEREAS, In an effort to efficiently utilize Orange resources, Orange wishes to improve the portion of Main Street within its boundary at the same time the Santa Ana Main Street Slurry Seal and Resurfacing Project are conducted; and

WHEREAS, the Parties desire to repave Main 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. Orange is responsible for:
 - (a) Orange shall pay Santa Ana for the actual cost of the work within the Orange portion based upon unit prices bid of the Successful Contractor and quantities actually used on the Orange 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. Orange will remit payment to Santa Ana within thirty (30) days of receipt of invoice evidencing Project work performed within Orange city boundary.
 - (b) Orange shall pay Santa Ana for the actual cost of design engineering and construction engineering services provided for the work within the Orange portion based upon the time spent by Santa Ana staff. Orange will remit payment to Santa Ana within thirty (30) days of receipt of invoice evidencing Project work performed within Orange city boundary.
3. Orange will coordinate the relocation of all affected utility company facilities within the City limits of Orange in a timely manner.

4. Santa Ana and Orange 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 Orange, such approval shall not be unreasonably withheld.

5. Orange will be notified as to the official advertising dates, bid opening date, construction start date, and overall construction schedule. Also, a representative from Orange will be invited to attend pre-construction, Project status, and final walk through meetings.

6. Change orders for work within Orange must receive the written approval of the Public Works Department Engineering Manager of Orange or his/her designee prior to implementation. Orange is responsible for change order cost within Orange 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 Orange, 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: Rodolfo Rosas, P.E.
Deputy Public Works Director/City Engineer
Public Works Agency
Santa Ana, CA 92701
20 Civic Center Plaza, M-43
Phone: (714) 647-5653
E-Mail: rrosas@santa-ana.org

City of Orange:

ATTN: Frank Sun, P.E.
Assistant Public Works Director/ City
Engineer
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866
Phone: (714) 744-5529
E-Mail: fsun@cityoforange.org

8. Santa Ana shall cause its contractor for the Project to guarantee the Orange 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 Orange 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. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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 ORANGE

Alvaro Nuñez
City Manager

Daniel R. Slater
Mayor

ATTEST:

ATTEST:

Jennifer L. Hall
Clerk of the Council City Clerk

Pamela Coleman, CMC
City Clerk/City Clerk Services Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

Nathalie Adourian
Senior Assistant City Attorney √

By: _____

Assistant City Attorney

RECOMMENDED FOR APPROVAL:

Public Works Agency

EXHIBIT A

Location Map

**MAIN STREET SLURRY SEAL AND RESURFACING PROJECT
MEMORY LANE TO NORTH CITY LIMIT
& BEDFORD ROAD AT MAINPLACE DRIVE**

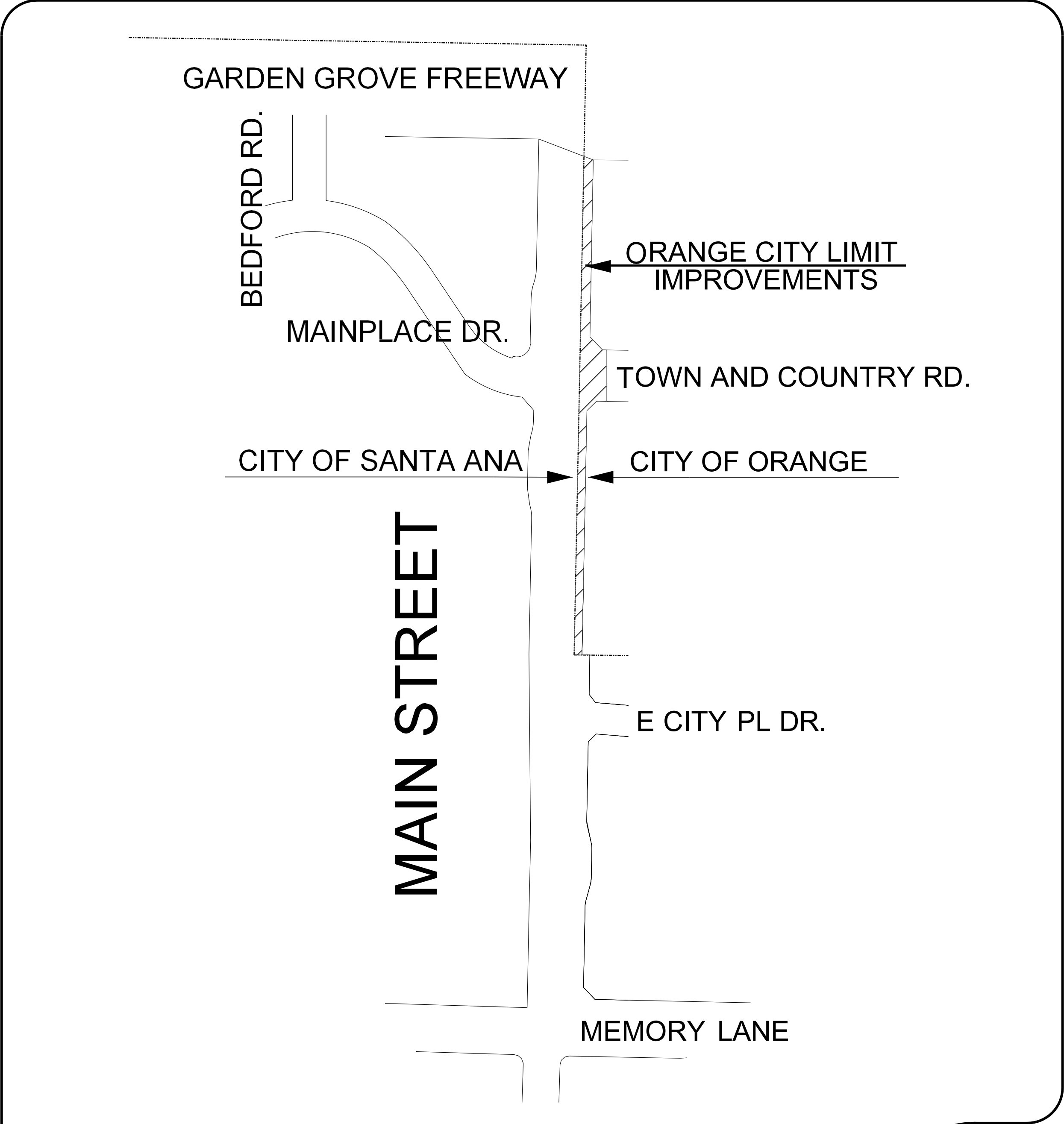


EXHIBIT B: LOCATION MAP

EXHIBIT B

City Cost Sharing

**MAIN STREET SLURRY SEAL AND RESURFACING PROJECT
MEMORY LANE TO NORTH CITY LIMIT
& BEDFORD ROAD AT MAINPLACE DRIVE**

COST ESTIMATE
MAIN ST SLURRY SEAL AND RESURFACING
MEMORY LN TO NORTH CITY LIMIT & BEDFORD ROAD AT MAINPLACE DRIVE

		SANTA ANA				ORANGE				TOTAL			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT	QUANTITY	UNIT PRICE	COST	UNIT	QUANTITY	UNIT PRICE	COST
1	Unclassified Excavation	CY	190.00	\$ 375.00	\$ 71,250.00	CY	0.00	\$ -	\$ -	CY	190.00	\$ 375.00	\$ 71,250.00
2	Rubberized Emulsion Aggregate Slurry (REAS) TYPE II	ELT	140.00	\$ 835.00	\$ 116,900.00	ELT	30.00	\$ 835.00	\$ 25,050.00	ELT	170.00	\$ 835.00	\$ 141,950.00
3	AC Pavement	TN	200.00	\$ 175.00	\$ 35,000.00	TN	0.00	\$ -	\$ -	TN	200.00	\$ 175.00	\$ 35,000.00
4	ARHM	TN	500.00	\$ 210.00	\$ 105,000.00	TN	60.00	\$ 210.00	\$ 12,600.00	TN	560.00	\$ 210.00	\$ 117,600.00
4	Crack Sealing	LS	1.00	\$ 10,294.12	\$ 10,294.12	LS	1.00	\$ 2,205.88	\$ 2,205.88	LS	1.00	\$ 12,500.00	\$ 12,500.00
5	Cold Mill (2")	SF	30810.00	\$ 1.75	\$ 53,917.50	SF	4640.00	\$ 1.75	\$ 8,120.00	SF	35450.00	\$ 1.75	\$ 62,037.50
6	PCC Curb Ramp	SF	700.00	\$ 32.00	\$ 22,400.00	SF	0.00	\$ -	\$ -	SF	700.00	\$ 32.00	\$ 22,400.00
7	PCC Sidewalk (T=4")	SF	2850.00	\$ 12.00	\$ 34,200.00	SF	0.00	\$ -	\$ -	SF	2850.00	\$ 12.00	\$ 34,200.00
8	PCC Curb and Gutter (Type A-2-8)	LF	220.00	\$ 78.00	\$ 17,160.00	LF	0.00	\$ -	\$ -	LF	220.00	\$ 78.00	\$ 17,160.00
9	PCC Cross Gutter	SF	1700.00	\$ 26.00	\$ 44,200.00	SF	0.00	\$ -	\$ -	SF	1700.00	\$ 26.00	\$ 44,200.00
10	Adjust Water Valve Frame and Cover (CSA)	EA	3.00	\$ 1,650.00	\$ 4,950.00	EA	0.00	\$ -	\$ -	EA	3.00	\$ 1,650.00	\$ 4,950.00
11	Adjust Manhole Frame & Cover (CSA)	EA	2.00	\$ 1,720.00	\$ 3,440.00	EA	0.00	\$ -	\$ -	EA	2.00	\$ 1,720.00	\$ 3,440.00
12	Adjust Water Valve Frame and Cover (OWD)	EA	0.00	\$ 1,650.00	\$ -	EA	2	\$ 1,650.00	\$ 3,300.00	EA	2.00	\$ 1,650.00	\$ 3,300.00
13	Adjust Manhole Frame & Cover (CO)	EA	0.00	\$ 1,720.00	\$ -	EA	1	\$ 1,720.00	\$ 1,720.00	EA	1.00	\$ 1,720.00	\$ 1,720.00
14	Adjust Pullbox	EA	2.00	\$ 2,050.00	\$ 4,100.00	EA	0	\$ -	\$ -	EA	2.00	\$ 2,050.00	\$ 4,100.00
15	Furnish and Install Traffic Loops Type F	EA	48.00	\$ 430.00	\$ 20,640.00	EA	7	\$ 430.00	\$ 3,010.00	EA	55.00	\$ 430.00	\$ 23,650.00
16	Furnish and Install Traffic Loops Type E	EA	113.00	\$ 405.00	\$ 45,765.00	EA	14	\$ 405.00	\$ 5,670.00	EA	127.00	\$ 405.00	\$ 51,435.00
17	Signing and Striping	LS	1.00	\$ 102,941.18	\$ 102,941.18	LS	1	\$ 22,058.82	\$ 22,058.82	LS	1.00	\$ 125,000.00	\$ 125,000.00
18	Project Advertisement Sign	EA	2.00	\$ 2,150.00	\$ 4,300.00	EA	0	\$ -	\$ -	EA	2.00	\$ 2,150.00	\$ 4,300.00
19	Caltrans Permit	LS	1.00	\$ 5,000.00	\$ 5,000.00	LS	0	\$ -	\$ -	LS	1.00	\$ 5,000.00	\$ 5,000.00
20	Construction Permit	LS	1.00	\$ 7,380.00	\$ 7,380.00	LS	0	\$ -	\$ -	LS	1.00	\$ 7,380.00	\$ 7,380.00
SUBTOTAL CONSTRUCTION COST					\$ 708,837.79				\$ 83,734.71				\$ 792,572.50
Design Engineering			Lawson										\$ -
Contingency			15%		\$ 106,326.50		15%		\$ 12,560.00		15%		\$ 118,886.50
Construction Engineering			10%		\$ 70,884.53		10%		\$ 8,373.47		10%		\$ 79,258.00
TOTAL PROJECT COST					\$ 886,050.00				\$ 104,670.00				\$ 990,717.00

