

CF/70-701-21 Santa Rosa, City of (Coop
Agree for Funding of Design and
Construction Services for the Blackwell Tract
Sewer Collection System and Water Line
Replacement Project) TW 15/16-097
(ID 5584)

February 28, 2018

Andrew Allen
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401

**RE: COOPERATIVE AGREEMENT FOR FUNDING WITH CITY OF SANTA ROSA FOR
DESIGN AND CONSTRUCTION SERVICES FOR THE BLACK WELL TRACT
SEWER COLLECTION SYSTEM AND WATER LINE REPLACEMENT PROJECT**

Dear Andrew:

Enclosed is your fully signed copy of the subject agreement.

Sincerely,


Lisa Consani
Technical Writing Specialist

Enc.

c: Scott Carter
Accounting/Purchasing

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Cooperative Agreement for Funding with City of Santa Rosa for Design and Construction Services for the Blackwell Tract Sewer Collection System and Water Line Replacement Project

This agreement ("Agreement") is by and between **South Park County Sanitation District**, a local district of the State of California ("District") and **City of Santa Rosa**, a municipal corporation ("City"). District and City are referred to individually and collectively herein as "Party" or the "Parties." The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6.1 (Term of Agreement).

RECITALS

- A. The Blackwell Tract Sewer Collection System Replacement Project ("District's Project") consists of removing or abandoning in place and replacing approximately 5,736 feet of existing 6-inch diameter and 8-inch diameter sewer mains, appurtenant service laterals and other associated items with new polyvinyl chloride (PVC) 8-inch diameter sewer main, appurtenant service laterals and other associated items within portions of Santa Ana Drive, Santa Barbara Drive, Elsinore Way, San Domingo Drive, San Clemente Drive, Santa Catalina Way, and Moraga Drive, in the unincorporated island within the City of Santa Rosa, Sonoma County, California.
- B. The City of Santa Rosa Santa Catalina Way Water Line Replacement Project ("City's Project") consists of removing or abandoning in place and replacing approximately 565 linear feet of existing 4-inch water main, appurtenant water services and other associated items, with new 8-inch diameter PVC water main, appurtenant new water services and other associated items within Santa Catalina Way, along with the installation of 6 new fire hydrants located within portions of Santa Barbara Drive, San Domingo Drive, San Clemente Drive and Moraga Drive in the unincorporated island within the City of Santa Rosa, Sonoma County, California.
- C. The County of Sonoma's Department of Transportation and Public Works ("County") Roadway Repair Project ("County's Project") consists of curb, gutter and sidewalk repairs, and pavement improvements that extend beyond the District's Project and City's Project, American with Disabilities Act (ADA) pedestrian ramps and crosswalk upgrades, and signage and pavement marking upgrades, within portions of Santa Barbara Drive, Elsinore Way, San Domingo Drive, San Clemente Drive, Santa Catalina Way, and Moraga Drive in the unincorporated island within the City of Santa Rosa, Sonoma County, California.
- D. District, City, and County agree to share the cost of those construction items ("Shared Cost Items") that commonly benefit District's Project, City's Project, and County's Project as more particularly described in Exhibit B (Bid Item Percentage Allocations Rationale).
- E. District, City, and County mutually desire to enter into cooperative agreements to coordinate the concurrent construction of District's Project, City's Project, County's Project

and Shared Cost Items ("Combined Project"). Exhibit A provides a Site Map of the Combined Project.

- F. District and County have entered into a separate cooperative agreement for County's Project and County's portion of the Shared Cost Items.
- G. Under this Agreement, District is willing to take the lead for the Combined Project and is requesting funding from City for design and other pre-construction costs, as described in Exhibit C (Estimated Cost of City's Project).
- H. District is also requesting funding from City for City's Project cost, City's portion of Shared Cost Items, contract administration and inspection, and for contingencies and contract change orders, as described in Exhibit C (Estimated Cost of City's Project), and Exhibit D (Engineer's Construction Cost Estimate of Combined Project).
- I. City owns or will acquire, and is willing to retain ownership of, any property or easements wherein said City's Project will be constructed and is willing to operate and maintain said City's Project in perpetuity.
- J. City wishes to expedite design and construction of City's Project.
- K. Sonoma County Water Agency operates District under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of District.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

City and District agree as follows:

1. RECITALS

- 1.1. The above recitals are true and correct and by this reference made a part of this agreement.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Site Map of Combined Project
 - b. Exhibit B: Bid Item Percentage Allocation Rationale
 - c. Exhibit C: Estimated Cost of City's Project
 - d. Exhibit D: Engineer's Construction Cost Estimate of Combined Project

3. COORDINATION

- 3.1. City shall coordinate the work with District's Project Manager. Contact information:

District	City
Project Manager: Scott Carter 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 547-1975 Email: scott.carter@scwa.ca.gov	Contact: Andrew Allen 69 Stony Circle Santa Rosa, CA 95401 Phone: (707) 543-4291 Email: aallen@srcity.org
Remit payments to:	Remit invoices to:
Justin Adalio and Susan Bookmyer Same address as above	Same address as above

4. **RESPONSIBILITIES OF THE PARTIES**

Parties will complete the following at their cost and expense, as indicated, except to the extent of City funding provided for in Section 5 below.

- 4.1. Environmental Documentation: District will be the Lead Agency for District's Project under the requirements of the California Environmental Quality Act (CEQA) and has prepared a Notice of Exemption (NOE). District will provide a copy of the NOE to City. City shall be the Lead Agency for City's Project under the requirements of CEQA and shall prepare all appropriate environmental documents. City shall submit copies of the final CEQA documents to District for City's Project prior to bidding.
- 4.2. Permits: District will obtain any permits that may be necessary from utilities or regulatory agencies for construction of the Combined Project, provided that City shall pay any portion of the permits fees associated with City's Project. District will require the contractor to acquire encroachment permits from the Sonoma County Permit and Resource Management Department for the Combined Project prior to commencing construction.
- 4.3. Rights-of-Way: District will acquire all additional easements as necessary for the construction of District's Project, if any. City will acquire all additional easements as necessary for the construction of City's Project, if any.
- 4.4. Right of Entry: City will secure a Right of Entry Agreement from all properties where the service lateral work is required to extend into private property to remove an existing cleanout within 3 feet of the back of sidewalk or otherwise required as a part of District's Project pursuant to City requirements. Construction of new service laterals within the 1063 Santa Barbara Drive property (APN 044-163-023) and the 1064 Santa Ana Drive property (APN 044-163-007) are covered by Temporary Construction Easements acquired by the District to facilitate realignment of the connecting sewer main, and therefore excluded from the Right of Entry Agreement requirement.
- 4.5. Design and Surveying: District will design City's Project including all design surveying and construction staking.

- 4.6. Combined Project: District will coordinate with City regarding design of District's Project, City's Project, and County's Project to form the Combined Project and will incorporate City's review comments.
- 4.7. Draft Plans and Specifications: District will prepare two sets of draft specifications and drawings for the Combined Project and submit them to City for review and approval. The specifications will be prepared in general conformance with the Project Manual concept of the Construction Specification Institute (CSI), using the 1995 edition of CSI's MasterFormat. District will coordinate the Combined Project in such a manner as to clearly separate costs of City's Project from District's Project. All plans and specifications for City's Project will be in accordance with City Water Standards except as previously approved by City.
- 4.8. Final Plans and Specifications: Following City's review and approval of the plans and specifications, District will prepare and provide City with a final complete set of the Combined Project specifications and drawings.
- 4.9. Insurance and Indemnification: District will require the selected contractors to insure City at coverages acceptable to City and to indemnify City through contractual indemnity provisions acceptable to City and will provide evidence of such insurance and indemnification to City. City has reviewed the insurance and indemnity language in the construction contract for the Combined Project and accepts this language.
- 4.10. Termination of Agreement.
- a. Prior to Award of Construction Contract: This entire Agreement may be terminated prior to the award of the construction contract upon written notice by either Party, and the Parties will have no further obligations hereunder, except that City agrees to pay District for design and pre-construction costs for City Project up to the date of termination. District will provide to City a Statement of City's Costs for payment by City, up to the date of termination. If City has already provided funds and a surplus remains, District will return to City all unexpended funds paid to District for City's Project.
 - b. After Award of Construction Contract: If the Parties mutually agree to terminate this Agreement after Award of the Construction Contract, District shall be compensated for all of District's services performed under this Agreement until the date of termination. District will provide to City a Statement of City's Costs for payment by City, up to the date of termination. If City has already provided funds and a surplus remains, District will return to City all unexpended funds paid to District for City's Project.
- 4.11. Bidding: Subject to Section 4.12, District will let the Combined Project to bid in such a manner that the allocation of costs of District's Project, City's Project, County's Project and Shared Cost Items are listed as provided in Exhibit B (Bid

Item Percentage Allocations Rationale). Upon receipt of all bids for the Combined Project, District will notify City of the bids so that City may determine whether to approve the bid for City's Project. If either Party does not approve the bid for their respective Project, all bids may be rejected by District, and the Combined Project may be rebid if there is mutual agreement between the Parties. However, if City does not approve the bid, District may choose to approve the portion the bid including District's Project bid items and eliminate City's Project bid items.

- 4.12. Determination Not to Proceed: Should District or City decide not to proceed with the Combined Project prior to bid award, all terms in this Agreement associated with preparation of the award Board Package, the verification of the construction bid amount, contract administration, change orders, contingencies, and inspection for the Combined Project not to be constructed shall no longer be valid or binding. If either Party wishes to continue with its affected Project, each Party shall initiate its own bid process for its Project and shall be responsible for all work associated with its Project. The Parties shall have no further responsibility for the other Party's Project so affected, except that District will provide a Statement of City's Costs and any final invoices to City, and payment for any outstanding costs by City or reimbursement by District for any excess costs paid to District shall be made.
- 4.13. Bid Protests: Should a bid protest occur on the Combined Project, the Parties will work together to address and investigate the protest; however, District will respond to the protest. The Parties will cooperate in resolving protests and will pay their own staff time and attorneys' fees incurred in connection with any protest. In addition, each Party shall be responsible for paying its other costs associated with its project which may occur as the result of the protest.
- 4.14. Change Orders/Contingencies:
- a. For any change order request for City's Project, District shall provide such request to City for review and approval. City agrees not to unreasonably deny requests for change orders or contingencies and to respond in a timely manner to such requests to avoid delaying the progress of the work. If City does not approve a change order request for City's Project and District does not disagree with such non-approval, City agrees to indemnify District for any liability or costs incurred by District, including but not limited to attorneys' fees, as the result of City's non-approval. If City does not approve a change order request for City Project but District, based on its judgment that the request is a valid change to the contract under the provisions of the contract documents, approves the change order request for City Project, City agrees to pay the change order request for City Project. However City may file a written objection with District within 30 calendar days after City's payment therefore, detailing the reasons why the change order request for City Project should not be approved. If District disagrees, District shall file a written response within 15 calendar days of receipt of the written objection.

If a dispute remains, the parties agree to mediate the dispute in accordance with Section 4.16. If the dispute is not resolved in mediation, the parties agree to enter into binding arbitration in accordance with Section 4.16 to resolve the dispute as the exclusive remedy.

- b. For any change order request for Shared Cost Items, District shall provide such request to City for review and approval of the cost to be borne by City. City agrees not to unreasonably deny such requests for change orders and to respond in a timely manner to such requests to avoid delaying the progress of the Work. If either Party does not approve a change order request for a Shared Cost Item, the non-approving party agrees to indemnify the other party for any liability or costs incurred by the other party resulting from such non-approval, including but not limited to attorneys' fees. If both parties agree that a change order for a Shared Cost Item should be denied, each party shall bear its own liability and costs as the result of the non-approval based on a ratio of the accepted bid values or shared cost allocation of the affected work for each Party.
- c. If City agrees that a change order for City Project or City's portion of a Shared Cost Item has been legitimately requested by the contractor, but that City should not be responsible for payment due to some act or omission of District, then City shall provide payment for the change order, but may file a written objection with District within 30 calendar days after City's payment therefore, detailing the reasons why District should be responsible for the payment, and not City. If District agrees, District shall reimburse City. If District disagrees, District shall file a written response within 15 calendar days of receipt of the written objection. If a dispute remains, the parties agree to mediate the dispute in accordance with Section 4.16. If the dispute is not resolved in mediation, the parties agree to enter into binding arbitration in accordance with Section 4.16 to resolve the dispute as the exclusive remedy.
- d. If the cost associated with a change order which is otherwise approved by City will exceed the amount for such change orders provided to District in Section 4.26, City agrees to pay the additional amount to District or contractor as appropriate.
- e. Approvals and denials of any contract change orders for City's Project not exceeding a cumulative total amount of \$46,212 may be made by City's Director of Water or his designated representative.

- 4.15. Contractor Dispute or Litigation: Should Contractor file a dispute under the construction contract or litigation on the Combined Project, the Parties will work together to address the matter. If the dispute or litigation involves an issue pertaining to City's Project or pertaining to both City's and District's Projects or a Shared Cost Item, City agrees to intervene in the dispute or litigation as an interested party. If the dispute or litigation pertains solely to District's Project, District will be responsible for any decision or judgment, cover its own costs, and

indemnify City for any judgment liability or costs incurred by City, including but not limited to attorneys' fees. If the decision or litigation pertains solely to City's Project, City will be responsible for any decision or judgment, cover its own costs, and indemnify District for any judgment liability or costs incurred by District, including but not limited to attorneys' fees. For litigation which pertains to work related to both District's and City's Projects or a Shared Cost Item, each Party shall be responsible for its portion of the litigation, its judgment liability and its costs, including but not limited to attorneys' fees, based on a ratio of the accepted bid values or shared cost allocation of the affected work for each Party.

4.16. Dispute Resolution.

- a. Mediation: If a dispute between the Parties arises out of, or relates to, this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to arbitration or litigation, the Parties agree first to try in good faith to settle the dispute by mediation. If the Parties cannot agree on a mediator or mediation rules to use, the Parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:
 - i. The mediation shall be conducted in Santa Rosa, California.
 - ii. Unless otherwise agreed to in writing by the Parties, the mediation shall be concluded no later than 60 calendar days after the first mediation session. If the dispute has not been resolved at that time, any Party may elect at that time to pursue litigation, except for a dispute arising under Sections 4.14.a or 4.14.c, which shall be resolved pursuant to binding arbitration.
 - iii. The Parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.
- b. Arbitration: a dispute arising under Sections 4.14.a or 4.14.c of the Agreement which has not been resolved by mediation shall be settled by arbitration conducted by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (except as modified by sub-sections i. and ii. immediately below), provided, however, that:
 - i. All arbitration proceedings shall take place in Santa Rosa, California.
 - ii. In order to expedite matters and limit costs consistent with the purposes of arbitration, the number of depositions and other discovery shall be appropriate to the amount in dispute and the complexity of the issues, and the arbitrator shall have express authority to limit the number of depositions and other discovery if the parties cannot agree. Written interrogatories will not be permitted. With these exceptions Construction Industry Arbitration Rules regarding discovery shall apply.
 - iii. The decision of the arbitrator shall be final and not subject to judicial review. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 4.17. Award: If it is determined by District and City that award will be made for the Combined Project, District will make such award on dates mutually agreed to by City and District. City and District reserve the right to not award a construction contract for their respective projects.
- 4.18. Preconstruction Conference: District will invite City representative(s) to attend the preconstruction conferences for the Combined Project.
- 4.19. Contract Administration: If bid award is made on the Combined Project, District will administer the contracts for construction of the Combined Project awarded.
- 4.20. Construction Staking: District will perform construction staking for the Combined Project.
- 4.21. Inspection: District will inspect District's Project and City will inspect City's Project. However, District's Inspector shall be the sole point of contact with the Contractor on the Combined Project. District will give City the opportunity to perform a final inspection of the Combined Project and to accept the Combined Project prior to District's acceptance of the Combined Project. City shall timely determine acceptance of the Combined Project.
- 4.22. Records: District will maintain complete and accurate records of all transactions for the Combined Project in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records will be available to City at all reasonable times for inspection, reproduction, and analysis.
- 4.23. Notice of Completion and Record Drawings: District will file the Notice of Completion for construction and provide a copy to City within 30 calendar days of its filing. District or the Contractor will prepare record drawings showing any changes, deletions, or additions to the Combined Project and provide reproducible sets to City within 45 calendar days of filing the Notice of Completion.
- 4.24. Title: All title to all of District's Project facilities constructed pursuant to this Agreement shall vest with District. All title to all of City's Project facilities constructed pursuant to this Agreement shall vest with City.
- 4.25. Advance Payment for Design Services: Upon execution of this Agreement, and within 30 calendar days after receipt of District's invoice, City shall deposit with District \$46,212, which is the estimated design and other pre-construction costs for City's Project based on 15% of the Engineer's Construction Cost Estimate for City's Project as shown on Exhibit B. No increase in this amount is authorized without an amendment of this Agreement. If design services exceed this amount and City does not agree to pay the additional amounts, the Combined Project will not be awarded and District will submit to City a Project Cost Accounting Statement of District's costs for City's Project for design and other pre-

construction costs as indicated in Section 4.27. City will pay District for services rendered up to the authorized amount(s). District will provide City with all design documents and other information created pursuant to this Agreement, and this Agreement will terminate upon notice by either Party and the Parties will have no further obligations hereunder.

- 4.26. Payment For Construction Contract, Contract Inspection and Administration Services, and Contract Change Orders and Contingencies: Upon award of the contract for the Combined Project, and City's receipt of a copy of the executed contract, and evidence of contractor's insurance, City shall, within 30 calendar days of receipt of District's invoice, deposit with District an amount which equals the sum total of the following costs for City's Project: (1) the sum total of the Bid Amount accepted by City for City's Project and City's portion the Shared Cost Items (Accepted Bid Amount); (2) 8.5% of the Accepted Bid Amount for District's contract administration and inspection services to be performed; and (3) 15% of the Accepted Bid Amount to be used for construction contract change orders or other contingencies. The amount deposited with District for the sum total costs for construction of City's Project will be the responsibility of City to provide. If such costs exceed this amount due to change orders or other contingencies, then such costs will be addressed above under Section 4.14.c. Total amount for all these costs is estimated to be \$427,417 (see Exhibit C).

If the total cost for City's Project is less than the amount deposited with District as specified above, District shall reimburse City such excess amount within 30 calendar days after Project Completion.

- 4.27. Project Cost Accounting Statement: Within 60 calendar days of filing a Notice of Completion for the Combined Project contract, or within 60 calendar days of decision by either Party to not award the Combined Project construction contract, or within 60 calendar days of the termination of this Agreement, District will submit to City a Project Cost Accounting Statement of District's costs for City's Project plus City's portion of Shared Cost Items of the Combined Project. If the Project Cost Accounting Statement indicates District's costs for City's Project are higher than the funds provided by City, District will invoice City for the difference. The Project Cost Accounting Statement for City's Project will cover the following categories:
- a. Design and other pre-construction costs
 - b. Inspection and contract administration
 - c. Construction costs
 - d. Change orders, construction contingencies, and approved amendment
 - e. City agrees to pay any outstanding payment obligations for City's Project under the Agreement
 - f. City agrees that shared bid items shall be paid by District and City based on the shared cost allocation of the affected work for each Party as specified in Exhibit B (Bid Item Percentage Allocations Rationale), or, if the work is not

specified in Exhibit B, a ratio of the accepted bid values of the affected work for each Party.

- 4.28. Invoices: District will invoice City for City's costs of the Combined Project authorized under this Agreement separately for the Combined Project, first for design and other pre-construction services, and second for construction contract and contract administration services. All invoices submitted to City by District will be clearly marked as follows: "South Park County Sanitation District for Funding of Blackwell Tract Sewer Collection System and Water Line Replacement Project."
- 4.29. Operation and Maintenance: Regardless of whether City's Project is constructed, if District's Project is constructed, City shall operate and maintain District's Project in accordance with the requirements of previous agreements.

5. ADDITIONAL CITY RESPONSIBILITIES

- 5.1. Design Review and Cost Estimates: City shall provide District review comments on construction drawings and specifications at the 30%, 60%, and 90% design stages. City shall provide construction cost estimates for City's Project at the 30%, 60%, and 90% design stages. All City review comments on the Combined Project, and construction cost estimates for City's Project shall be submitted to District no later than 21 calendar days after City's receipt of design documents at each of the design stages for the Combined Project.
- 5.2. Final Drawings, Specifications, and Construction Cost Estimates: Upon receipt of 99% design drawings and specifications for the Combined Project from District, City shall review and comment in writing within 30 calendar days. For the purposes of bidding only, City shall also provide a final construction cost estimate for City's Project within 30 calendar days of receipt of the 99% design drawings and specifications.
- 5.3. Provide Assistance During Bidding: Upon District's request in writing, City shall assist District in responding to contractors' questions regarding City's Project during the bid advertisement period.
- 5.4. Provide Design Engineering and Related Services After Receipt of Construction Bids: City shall provide design engineering and related services after receipt of construction bids for the Combined Project as requested by District. Services may include, but are not limited to, reviewing bids and preparing bid rejection reasons, reviewing submittals, and responding to requests for information regarding City's Project.
- 5.5. Title: Title to all City's Project facilities constructed pursuant to this Agreement shall vest with City upon recording of the Notice of Completion for the Combined Project.

- 5.6. Operation and Maintenance: City shall operate and maintain City's Project upon recording of the Notice of Completion for the Combined Project.

6. ADDITIONAL REQUIREMENTS

- 6.1. Term of Agreement: This Agreement shall expire on December 31, 2018.
- 6.2. No Waiver of Breach: The waiver by District or City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 6.3. Authority to Amend Agreement: Changes to this Agreement may be authorized only by written amendment to this Agreement, signed by both Parties. The Parties expressly recognize that, except to the extent authorized herein, District and City personnel are without authorization to order extra or changed work or waive Agreement requirements.
- 6.4. Contract not Awarded: If the contract for City's Project is not awarded, Sections 4.14, 4.15, 4.17 through 4.21, 4.23, 4.24, 4.26, and 4.27 shall not apply. If the contract for District's Project is not awarded, a contract for City's Project shall not be awarded.
- 6.5. Refunds: If the Project Cost Accounting Statements submitted under Section 4.27 of this Agreement demonstrate that District's costs for City Project is less than the amounts paid to District, District will refund differences to City within 30 calendar days of submitting said statements to City.
- 6.6. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- City and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 6.7. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 6.8. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any

action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

6.9. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

6.10. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

6.11. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.12. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

7. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

7.1. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as specified in Section 3.1.

7.2. When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article.

8. MUTUAL INDEMNIFICATION

8.1. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such

indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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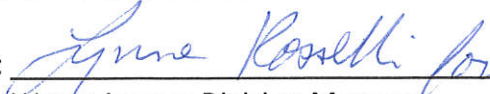
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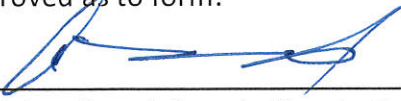
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 15/16-097

By: 
Water Agency Division Manager -
Administrative Services

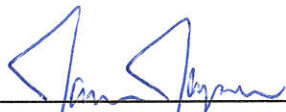
Approved as to form:

By: 
Adam Brand, Deputy County Counsel

Approved as to form by City Attorney:

By: 
Assistant, City Attorney

South Park County Sanitation District

By: 
~~Michael Thompson~~ Grant Davis
~~Interim~~ General Manager
Authorized per Water Agency's Board of
Directors Action on 2-27-18

City of Santa Rosa

By: 
Chair, Board of Public Utilities

Date: 1/18/18

Date: 2/28/18

Attest:

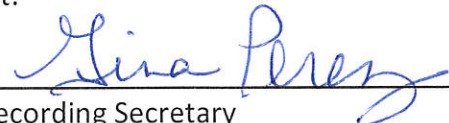
By: 
Recording Secretary

Exhibit A

Site Map of Combined Project

EXHIBIT A - SITE MAP OF COMBINED PROJECT

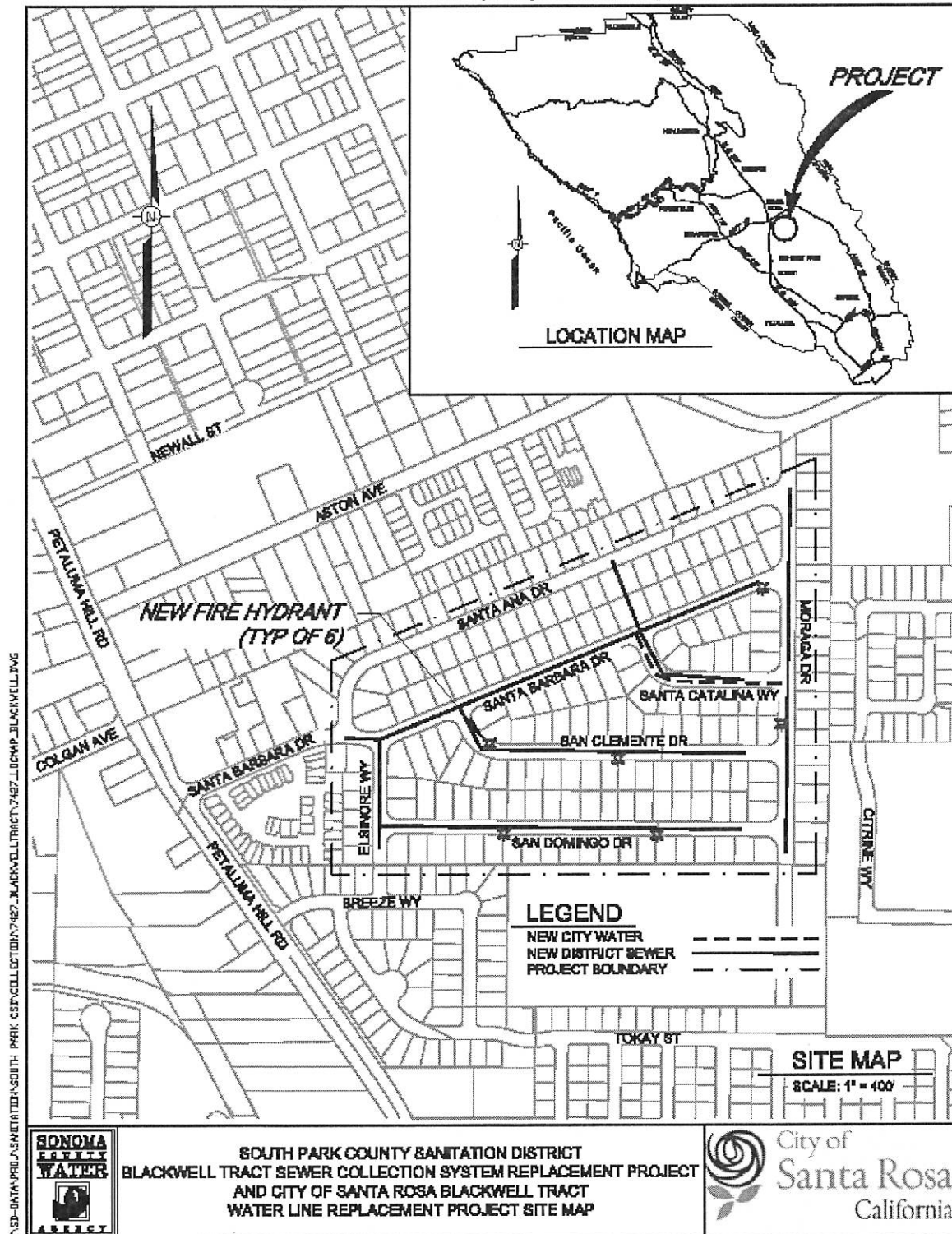


Exhibit B

Bid Item Percentage Allocations Rationale

Bid Item	Description	District %	City %	County % **	District Costs	City Costs	County Costs **
1	Bonds	91%	9%	0	\$46,271	\$4,576	\$ -
2	Insurance	91%	9%	0	\$30,847	\$3,051	\$ -
3	Safety Plan	91%	9%	0	\$22,750	\$2,250	\$ -
4	Construction Materials Waste Management Plan	91%	9%	0	\$4,550	\$450	\$ -
5	Storm Water Pollution Prevention Plan (SWPPP)	91%	9%	0	\$27,300	\$2,700	\$ -
6	Mobilization / Demobilization	91%	9%	0	\$59,414	\$5,876	\$ -
7	Project Identification Signs	91%	9%	0	\$4,095	\$ 405	\$ -
8	Traffic Control	91%	9%	0	\$26,103	\$2,582	\$ -
9	Dewatering Plan	91%	9%	0	\$17,202	\$1,701	\$ -
10	Trench Shoring	91%	9%	0	\$57,339	\$5,671	\$ -
11	Sewer Bypass System and Sewer Main Tie-In	100%	0	0	\$34,416	\$ -	\$ -
12	8" Sewer Main	100%	0	0	\$860,400	\$ -	\$ -
13	48" Sewer Manhole	100%	0	0	\$115,000	\$ -	\$ -
14	Modify Existing Sewer Manhole	100%	0	0	\$4,000	\$ -	\$ -
15	Sewer Mainline Cleanout	100%	0	0	\$2,400	\$ -	\$ -
16	4" Sewer Lateral (standard)	100%	0	0	\$549,500	\$ -	\$ -
17	4" Sewer Lateral (1063 Santa Barbara Drive & 1064 Santa Ana Drive)	100%	0	0	\$16,000	\$ -	\$ -
18	6" Sewer Lateral	100%	0	0	\$4,000	\$ -	\$ -
19	Remove Existing Sewer Manhole	100%	0	0	\$33,000	\$ -	\$ -
20	Remove Existing Sewer Mainline Cleanout	100%	0	0	\$500	\$ -	\$ -
21	Abandon/Remove Existing 6" & 8" Sewer Mains & Appurtenances	100%	0	0	\$30,000	\$ -	\$ -
22	Abandon Existing Sewer Manhole	100%	0	0	\$1,500	\$ -	\$ -

Bid Item	Description	District %	City %	County % **	District Costs	City Costs	County Costs **
23	Water Main Lowering	100%	0	0	\$15,000	\$ -	\$ -
24	8" Water Main	0	100 %	0	\$ -	\$84,750	\$ -
25	8" Water Valves	0	100 %	0	\$ -	\$4,000	\$ -
26	Water Main Tie-In	0	100 %	0	\$ -	\$14,000	\$ -
27	Fire Hydrant & Lateral Assembly	0	100 %	0	\$ -	\$60,000	\$ -
28	1" Water Services	0	100 %	0	\$ -	\$42,000	\$ -
29	Abandon Existing 4" Water Main & Appurtenances	0	100 %	0	\$ -	\$1,000	\$ -
30	Asphalt Utility Trench Repair	34.3%	3.4%	62.3%	\$61,307	\$6,077	\$111,354
31	Valley Gutter	75%	25%	0	\$5,220	\$1,740	\$ -
32	Pedestrian Ramps	0	0	100%	\$ -	\$ -	\$114,000
33	Curb & Gutter	0	0	100%	\$ -	\$ -	\$3,430
34	Sidewalk	0	0	100%	\$ -	\$ -	\$736
35	Cold Planing of Street Surface	57.2%	4.7%	38.1%	\$40,943	\$3,364	\$27,271
36	Road Repair Digouts (outside of utility trenches)	57.2%	4.7%	38.1%	\$145,704	\$11,972	\$97,051
37	3" Asphalt Overlay	57.2%	4.7%	38.1%	\$253,654	\$20,842	\$168,955
38	Speed Humps	60%	0	40%	\$5,040	\$ -	\$3,360
39	Adjust Utility Boxes to Grade	60%	0	40%	\$6,300	\$ -	\$4,200
40	Pavement Striping, Markings & Markers	57.2%	4.7%	38.1%	\$12,951	\$1,064	\$8,627
41	Street Signs	0	0	100%	\$ -	\$ -	\$2,850
42	All Other Work						
43	Contingency (percentage of City/County subtotals)	fixed amount	10%	15%	\$50,000	\$28,007	\$81,275
TOTAL =					\$2,542,706	\$308,078	\$623,109

****These costs are not included in this Agreement.**

Exhibit C

Estimated Cost of City's Project

Item	Cost
Estimated Pre-Construction Costs:	
Design ⁽¹⁾ =	\$46,212
Subtotal = \$46,212	
Estimated Construction Costs⁽²⁾:	
Estimated Bid Amount =	\$308,078
County Encroachment Permit	\$728
Contract Administration ⁽³⁾ =	\$26,187
Change Orders & Contingencies ⁽⁴⁾ =	\$46,212
Subtotal = \$381,205	
Estimated Total to be Paid by City to District⁽²⁾ = \$427,417	

Notes:

1) Design cost is calculated based on 15% of the Engineer's Estimate of Construction Costs for City's project. For the purposes of this table and the calculation of these costs, only the City's Project and the City's portion of the Shared Cost Items are included.

2) The Construction Costs shown in this table are provided as an example only for purposes of clarifying the calculation of the construction costs. The actual costs will be calculated based on the Accepted Bid Amount of the City's Project and the City's portion of the Shared Cost Items.

3) Contract administration cost is based on 8.5% of the Bid Amount. It is estimated for the purposes of this exhibit.

4) Change Orders & Contingencies cost is based on 15% of the Bid Amount. It is estimated for the purposes of this exhibit.

Exhibit D

Engineer's Construction Cost Estimate of Combined Project

Bid Item	Description	Quantity	Units	Unit Cost	Total
1	Bonds	1	Lump Sum	\$50,847	\$50,847
2	Insurance	1	Lump Sum	\$33,898	\$33,898
3	Safety Plan	1	Lump Sum	\$25,000	\$25,000
4	Construction Materials Waste Management Plan	1	Lump Sum	\$5,000	\$5,000
5	Storm Water Pollution Prevention Plan (SWPPP)	1	Lump Sum	\$30,000	\$30,000
6	Mobilization / Demobilization	1	Lump Sum	\$65,290	\$65,290
7	Project Identification Signs	3	Each	\$1,500	\$4,500
8	Traffic Control	5,737	LF	\$5	\$28,685
9	Dewatering Plan	6,301	LF	\$3	\$18,903
10	Trench Shoring	6,301	LF	\$10	\$63,010
11	Sewer Bypass System and Sewer Main Tie-In	5,736	LF	\$6	\$34,416
12	8" Sewer Main	5,736	LF	\$150	\$860,400
13	48" Sewer Manhole	23	Each	\$5,000	\$115,000
14	Modify Existing Sewer Manhole	2	Each	\$2,000	\$4,000
15	Sewer Mainline Cleanout	2	Each	\$1,200	\$2,400
16	4" Sewer Lateral (standard)	157	Each	\$3,500	\$549,500
17	4" Sewer Lateral (1063 Santa Barbara Drive & 1064 Santa Ana Drive)	2	Each	\$8,000	\$16,000
18	6" Sewer Lateral	1	Each	\$4,000	\$4,000
19	Remove Existing Sewer Manhole	22	Each	\$1,500	\$33,000
20	Remove Existing Sewer Mainline Cleanout	1	Each	\$500	\$500
21	Abandon/Remove Existing 6" & 8" Sewer Mains & Appurtenances	1	Lump Sum	\$30,000	\$30,000
22	Abandon Existing Sewer Manhole	1	Each	\$1,500	\$1,500
23	Water Main Lowering	3	Each	\$5,000	\$15,000
24	8" Water Main	565	LF	\$150	\$84,750
25	8" Water Valves	2	Each	\$2,000	\$4,000
26	Water Main Tie-In	1	Lump Sum	\$14,000	\$14,000
27	Fire Hydrant & Lateral Assembly	6	Each	\$10,000	\$60,000

Bid Item	Description	Quantity	Units	Unit Cost	Total
28	1" Water Services	14	Each	\$3,000	\$42,000
29	Abandon Existing 4" Water Main & Appurtenances	1	Lump Sum	\$1,000	\$1,000
30	Asphalt Utility Trench Repair	8,937	Square Yard	\$20	\$178,738
31	Valley Gutter	232	Square Feet	\$30	\$6,960
32	Pedestrian Ramps	19	Each	\$6,000	\$114,000
33	Curb & Gutter	49	LF	\$70	\$3,430
34	Sidewalk	46	Square Feet	\$16	\$736
35	Cold Planing of Street Surface	14,315	Square Yard	\$5	\$71,577
36	Road Repair Digouts (outside of utility trenches)	4,245	Square Yard	\$60	\$254,727
37	3" Asphalt Overlay	23,340	Square Yard	\$19	\$443,452
38	Speed Humps	7	Each	\$1,200	\$8,400
39	Adjust Utility Boxes to Grade	21	Each	\$500	\$10,500
40	Pavement Striping, Markings & Markers	3,652	Square Feet	\$6	\$22,642
41	Street Signs	19	Each	\$150	\$2,850
42	All Other Work	1	Lump Sum	0	\$0
43	Contingency	1	Lump Sum	\$159,949	\$159,949
				TOTAL =	\$3,474,560