

**Garden Grove Sanitary District**

**INTER-DEPARTMENT MEMORANDUM**

To: Mathew J. Fertal  
Dept: General Manager  
Subject: APPROVAL OF AGREEMENTS WITH CITY OF ANAHEIM AND WITH THE COUNTY OF ORANGE FOR SEWER RECONSTRUCTION IN CERRITOS AVENUE

From: William E. Murray  
Dept: Public Works  
Date: August 27, 2013

OBJECTIVE

To request the Garden Grove Sanitary District (GGSD) Board to authorize execution of a reimbursement agreement with the City of Anaheim (COA), and execution of a cooperative agreement with the County of Orange (County) for sanitary sewer construction in Cerritos Avenue.

BACKGROUND

GGSD and the COA are participants of a joint sewer agreement providing for cost sharing for jointly used sewer lines. Currently, one of the joint sewer lines in Cerritos Avenue, which is owned by GGSD, is capacity deficient and needs to be replaced with a larger line. Replacement of this sewer line is a priority capital improvement project identified in GGSD's System Evaluation and Capacity Assurance Plan. The GGSD asked COA to cost share in a replacement to this undersized sewer line. The project spans from Brookhurst Street on the east end to Gilbert Street. The project replaces 2,472 feet of 8-inch vitrified clay pipe (VCP) with 15-inch VCP. The proposed Reimbursement Agreement is needed to memorialize the cost sharing arrangement between GGSD and COA for this project.

This section of Cerritos Avenue is part of unincorporated Orange County, but is within GGSD boundaries. The County intends to construct street improvements starting around February of 2014. In order to minimize the inconvenience to the public, to maximize efficiency, and to protect the integrity of the pavement to be reconstructed, the County has offered to include the GGSD/COA sewer project as part of its street improvements project and to construction manage the combined sewer and street improvements as one project. It is estimated that combining the projects will save COA and GGSD approximately \$148,000 due to the elimination of usual duplicative pavement, traffic loop replacement, and similar costs. The proposed Cooperative Agreement with the County sets forth the County's and GGSD's respective obligations regarding the funding and construction of the sewer portion of the combined project.

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Plans, specifications, and estimated construction costs have been completed, and the County is ready to advertise for construction bids. The overall estimated cost of design and construction of the sewer portion of the combined project is approximately \$1,320,982, to be jointly funded by GGSD and the COA in accordance with the Reimbursement Agreement. GGSD's proportionate fair share of this estimated total design and construction cost is \$132,793. The COA's proportionate fair share of this estimated total design and construction cost is \$1,188,189.

DISCUSSION

Pursuant to the proposed Cooperative Agreement, the County will bid, award, and administer a construction contract for the sewer project in combination with the street improvement project, and GGSD will reimburse the County for the full cost of construction of the sewer portion of the combined project. Fifty percent (50%) of estimated construction cost is payable to the County within 60 days of the County's award of the construction contract, with the remaining balance due within sixty (60) days of project completion. GGSD will have the right to inspect the project and to review and approve all change orders pertaining to the sewer component of the project. Upon completion of the project and acceptance by GGSD, GGSD will assume ownership of the sewer line. The County's construction contract will require the construction contractor to indemnify GGSD and name GGSD as an additional insured on all insurance policies, and will provide for assignment of all contractor warranties pertaining to the sewer improvements to GGSD. The effective date of the Cooperative Agreement with the County is contingent upon approval of the Reimbursement Agreement between GGSD and the COA.

The proposed Reimbursement Agreement divides the cost of design and construction of the sewer project between GGSD and the COA based on proportionate shares of flow per section of the sewer line. Fair shares of the sewer replacement costs are based on land use and other factors to determine the agencies' respective percentage of flow in the sewer pipe. Subject to adjustment following the actual bid and award of the construction contract, and any change orders approved in the course of construction, GGSD's and the COA's proportionate fair shares of the estimated total design and construction cost of the sewer project are \$132,793 and \$1,320,982, respectively. Pursuant to the terms of the Reimbursement Agreement, the COA is obligated to reimburse GGSD for its proportionate share of the actual project construction costs prior to the time GGSD is obligated to reimburse the County under the Cooperative Agreement. The COA approved the proposed Reimbursement Agreement at its August 13, 2013, City Council meeting.

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FINANCIAL IMPACT

Sewer Funds are budgeted to finance this project.

RECOMMENDATION

It is recommended that the GGSD Board:

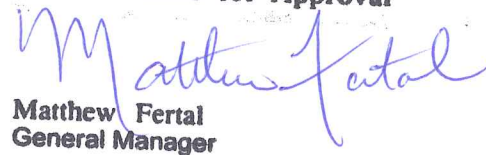
- Approve the Reimbursement Agreement with the City of Anaheim and the Cooperative Agreement with the County of Orange for Sanitary Sewer Construction in Cerritos Avenue and
- Authorize the General Manager to execute the agreements on behalf of the District, and make minor modifications as appropriate.



WILLIAM E. MURRAY, P.E.  
Public Works Director/City Engineer

Attachments: 1) Reimbursement Agreement  
2) Cooperative Agreement

**Recommended for Approval**



Matthew Fertal  
General Manager



CERRITOS AVENUE SEWER IMPROVEMENT PROJECT  
REIMBURSEMENT AGREEMENT

This CERRITOS AVENUE SEWER IMPROVEMENT PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into by and between the Garden Grove Sanitary District, a subsidiary district of the City of Garden Grove ("District"), and the City of Anaheim, a municipal corporation ("City"). District and City are sometimes individually referred to as each "Party" and collectively referred to as the "Parties."

RECITALS

- A. District owns, operates and maintains an existing 8-inch sewer main located in Cerritos Avenue, from Gilbert Street to Brookhurst Street, in an unincorporated area of the County of Orange ("Existing Sewer System"), which serves properties located within the territorial jurisdictions of both the District and the City. District and City jointly use and share capacity rights in the Existing Sewer System in accordance with that certain Agreement for Joint Use of Sewerage Facilities currently in effect between the Parties.
- B. Approximately 40 house connections, street laterals and appurtenances to the Existing Sewer System ("Sewer Connections") are owned and maintained by the owners of the properties served.
- C. In order to mitigate the risk of sanitary sewer overflows and to provide adequate peak flow capacity in these shared sewers, the Parties have determined that it is necessary to replace the Existing Sewer System with a new 15-inch sewer main and appurtenances ("New Sewer System"), including Sewer Connections to the New Sewer System. The design and construction of the New Sewer System and new Sewer Connections is referred to in this Agreement as the "Cerritos Avenue Sewer Improvement Project," and/or the "Project." The Parties are jointly responsible for the cost of design and construction of the Cerritos Avenue Sewer Improvement Project in proportion to the estimated ultimate average contribution of wastewater flows from the tributary areas within their respective jurisdictions.
- D. City has prepared, and District has reviewed and approved, the plans and specifications for construction of the Cerritos Avenue Sewer Improvement Project, which plans and specifications shall be made available for inspection at the Department of Public Works upon request and are incorporated into this Agreement by reference ("the Plans and Specifications").
- E. Within the next twelve (12) months, the County of Orange ("County") intends to construct the Cerritos Avenue Reconstruction Project, from Gilbert Street to Brookhurst Street, which is to include removal and reconstruction of the existing pavement and adjustment of the existing utilities valves and manholes to the new street level ("County Street Project").
- F. In order to minimize the inconvenience to the public, to maximize efficiency, and to protect the integrity of the pavement to be reconstructed as part of the County Street Project, the City, the District, and the County have all determined that it is in their mutual interest, and the public's interest, that County include construction of the Cerritos Avenue Sewer Improvement Project as part of the County Street Project.

- G. Concurrent with this Agreement, District and the County of Orange ("County") have entered into that certain cooperative agreement ("County-District Agreement"), a copy of which is attached hereto at Exhibit "A" and incorporated herein by reference, pursuant to which (i) County will advertise, award, and administer a contract for construction of the Cerritos Avenue Sewer Improvement Project in accordance with the Plans and Specifications as part of the County Street Project, and (ii) District will reimburse County for that portion of the overall project costs attributable to construction of the Cerritos Avenue Sewer Improvement Project, which costs are referred to in the County-District Agreement as "District's Costs." The effectiveness of the County-District Agreement is contingent upon the District and the City entering into this Agreement for allocation and reimbursement of the costs for design and construction of the Cerritos Avenue Sewer Improvement Project. Capitalized terms not otherwise defined herein shall have the same meaning as in the County-District Agreement.
- H. The Parties' respective fair share proportion of the cost of the Cerritos Avenue Sewer Improvement Project is based on the Parties' respective estimated ultimate average flows from the areas tributary to the segments of the shared sewers to be constructed as part of the Cerritos Avenue Sewer Improvement Project, which tributary areas are depicted on Exhibit "B" attached hereto, and which flows are prorated as calculated and shown on Exhibit "C" attached hereto.
- I. The Parties' respective fair share proportion of cost of design of the Cerritos Avenue Sewer Improvement Project ("Proportionate Share of Project Design Costs") is set forth in Exhibit "D" attached hereto and incorporated herein by reference.
- J. The Parties' respective fair share proportion of the estimated total final cost for construction of each reach of the Cerritos Avenue Sewer Improvement Project, based on the Engineer's estimate attached as Exhibit "A" to the County-District Agreement " ("Estimated Proportionate Share of Project Construction Costs"), is set forth in Exhibit "E," attached hereto and incorporated herein by reference. The Parties intend that, for purposes of this Agreement, their respective proportionate share of final Project construction costs shall be calculated in accordance with the percentages set forth in Exhibit "E."
- K. The Parties desire to enter into this Agreement to specify the terms pursuant to which District will reimburse City for its fair share proportionate cost for the design the Cerritos Avenue Sewer Improvement Project, and City will reimburse District for its fair share proportionate cost for the construction of the Cerritos Avenue Sewer Improvement Project pursuant to the County-District Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between the City and the District, as follows:

## AGREEMENT

### 1. Project Construction.

- 1.1. The Parties agree that County will bid, award, and administer a contract for the construction of the Cerritos Avenue Sewer Improvement Project as part of the County

Street Project, in accordance with the County-District Agreement. In the event County fails to award a contract for construction of, or to construct, the Cerritos Avenue Sewer Improvement Project, then this Agreement shall terminate and be of no further force and effect between the Parties.

2. District's Reimbursement of Design Costs to City.

2.1. Within sixty (60) days of the Effective Date of this Agreement, District shall pay City District's Proportionate Share of Project Design Costs.

3. City's Reimbursement of Construction Costs to District.

3.1. Within forty-five (45) days of award of the Project Construction Contract by County, City shall pay District fifty percent (50%) of City's fair share proportion, calculated in accordance with Exhibit "E," of the actual anticipated amount of District's Costs as determined pursuant to with Section 1.4 of the County-District Agreement.

3.2. Within thirty (30) days following receipt of notice from District, City shall pay District City's fair share proportion, calculated in accordance with Exhibit "E," of the remaining amount of the District's Costs payable by District to County pursuant to Section 1.5 of the County-District Agreement.

4. Rights and Obligations Regarding New Sewer System. The New Sewer System constructed pursuant to the County-District Agreement shall become the sole property of the District when finally approved and accepted by District, and the Parties' respective rights and obligations regarding the use, operation, maintenance, repair, and/or reconstruction of the New Sewer System shall be governed by the Agreement for Joint Use of Sewerage Facilities currently in effect between the Parties.

5. Indemnity. Each Party hereby agrees to indemnify, defend, protect and hold harmless the other Party, and its elected and appointed officials, officers, employees, representatives, volunteers, and agents from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, workers' compensation benefits, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses of any kind or nature, arising from any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of the indemnitor, or its officers, agents, or employees arising out of the performance of, or failure to perform, any provisions of this Agreement. Neither Party assumes liability for the acts or omissions of persons other than each Party's respective officers, agents, or employees. In the event judgment is entered against both Parties because of joint or concurrent negligence of both Parties, or their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. The respective obligations of the Parties pursuant to this Section shall survive expiration or earlier termination of this Agreement.

6. Alteration of Terms. This Agreement fully expresses all understanding of the City and District with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by the Parties.
7. Notices. Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by telefacsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

CITY: City of Anaheim  
Attn: City Clerk  
200 S. Anaheim Boulevard  
Anaheim, CA 92805

With a courtesy copy to:  
City of Anaheim  
Attn: Director of Public Works  
200 S. Anaheim Boulevard, Suite 276  
Anaheim, CA 92805

DISTRICT:  
Garden Grove Sanitary District  
Attention: General Manager  
11222 Acacia Parkway  
P. O. Box 3070  
Garden Grove, CA 92842

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by telefacsimile, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

8. Term of Agreement. The Effective Date of this Agreement shall be the latter to occur of the following: (i) execution by the City or (ii) execution by the District. The term of the Agreement shall continue in full force and effect until all obligations of both Parties to each other are completed in full accordance with the terms of this Agreement.
9. Severability. If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or



unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, in such event the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of the invalidated or voided provision, covenant, and condition can be accomplished to the maximum extent legally permissible; provided, however, that in no event shall either party be required to agree to an amendment or modification of this Agreement that materially adversely impacts its rights or materially increases its obligations or risks as set forth herein.

10. Waiver of Default or Breach. Waiver of any default by either party shall not be considered a waiver of any subsequent default. Waiver of any breach by either party of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach by either party shall not be considered a modification of the terms of this Agreement.
11. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any third-party beneficiaries to the Agreement, and no person or entity other than the City and District, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.
12. Further Assurances. District and the City agree to execute, acknowledge and deliver any and all additional papers, documents and other assurances and to perform any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the Parties.
13. Agreement Negotiated. The text of this Agreement is the product of negotiation among the parties and their counsel and is not to be construed as having been prepared by one party or the other.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
16. Recitals. The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the dates set forth below.

CITY OF ANAHEIM

GARDEN GROVE  
SANITARY DISTRICT

\_\_\_\_\_  
Marcie L. Edwards  
City Manager

\_\_\_\_\_  
Matthew J. Fertal  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

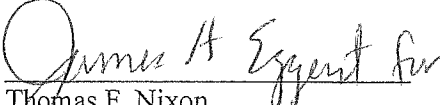
\_\_\_\_\_  
Linda N. Andal, CMC  
City Clerk

\_\_\_\_\_  
Kathleen Bailor  
Board Secretary

APPROVED AS TO FORM:  
MICHAEL R. W. HOUSTON, CITY ATTORNEY

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryn M. Morley  
Deputy City Attorney

  
\_\_\_\_\_  
Thomas F. Nixon  
Attorney for District

**EXHIBIT "A"**

**COUNTY-DISTRICT AGREEMENT**

**EXHIBIT "B"**

**TRIBUTARY AREAS TO CERRITOS AVENUE SHARED SEWER SEGMENTS**



**EXHIBIT "C"**

**PROPORTIONATE FLOWS FROM TRIBUTARY AREAS TO CERRITOS AVENUE  
SHARED SEWER SEGMENTS**

SHARED SEWERS - CITY OF ANAHEIM AND GARDEN GROVE SANITARY DISTRICT

Land Uses	LDR	MDR	HDR	COM	IND	OPEN	SCH
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	200	420

Cerritos Avenue from Brookhurst Street to Gilbert Street  
Sewer Flows and Cost Sharing with Anaheim

Node ID where Flow is Applied	Land Use	Unit Flow Factor (gpd/ac)	GGSD			Anaheim			Total Ave Flow (gpd)	Total Ave Flow (cfs)	Cumulative Flow GGSD (cfs)	Cumulative Flow Anaheim (cfs)	% GGSD Anaheim	% Anaheim	From Node To Node
			Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)							
230	Low Density (S100)	2,000				154	308,000	0.477							
	Medium Density (S900)	3,880				14	54,320	0.084							
	School (S110)	420				40	16,800	0.026							
						<b>208</b>	<b>379,120</b>	<b>0.587</b>							
<b>Subtotal 230 Cerritos, Brookhurst to alley</b>															
231 includes 230	Low Density (S290)	2,000	4.00	8,000	0.012										
<b>Subtotal 231 Cerritos, alley to west of Poona</b>			4.00	8,000	0.012										
237 includes 231	Low Density (S291)	2,000	2.00	4,000	0.006										
<b>Subtotal 237 Cerritos, west of Poona to west of Chamberlain</b>			2.00	4,000	0.006										
232 includes 237	Low Density (S292)	2,000	2.00	4,000	0.006										
<b>Subtotal 232 Cerritos, west of Chamberlain to east of Perdido</b>			2.00	4,000	0.006										
233 includes 232	Low Density (S293)	2,000	1.00	2,000	0.003										
<b>Subtotal 233 Cerritos, east of Perdido to Hedlund</b>			1.00	2,000	0.003										
226 includes 233	Low Density (S286)	2,000	14.00	28,000	0.043										
<b>Subtotal 226 Cerritos, Perdido to Hedlund</b>			14.00	28,000	0.043										
224 includes 226	Low Density (S287)	2,000	8.00	16,000	0.025										
<b>Subtotal 224 Cerritos, Hedlund to west of Hedlund</b>			8.00	16,000	0.025										
234 includes 224	Medium Density (S256)	3,880	2.00	7,760	0.012										
	Low Density (S298)	2,000	1.01	2,020	0.003										
<b>Subtotal 234 Cerritos, west of Hedlund to east of Spain St</b>			3.01	9,780	0.015										
235 includes 234	Low Density (S295)	2,000	0.33	660	0.001										
	Medium Density (S294)	3,880	1.11	4,307	0.007										
<b>Subtotal 235 Cerritos, east of Spain St to Spain St</b>			1.44	4,967	0.008										
236 includes 235	Low Density (S297)	2,000	0.66	1,320	0.002										
	Medium Density (S296)	3,880	1.01	3,919	0.006										
<b>Subtotal 236 Cerritos, Spain St to west of Spain St</b>			1.67	5,239	0.008										
270 includes 236	Low Density (S299)	2,000	0.86	1,720	0.003										
	High Density (S255)	5,820	3.00	17,460	0.027										
<b>Subtotal 270 Cerritos, west of Spain St to Gilbert</b>			3.86	19,180	0.030										
<b>Total</b>			<b>41</b>	<b>101,166</b>	<b>0.157</b>	<b>208</b>	<b>379,120</b>	<b>0.587</b>	<b>480,286</b>	<b>0.743</b>	<b>0.157</b>	<b>0.587</b>	<b>0.157</b>	<b>0.587</b>	<b>0.587</b>

NOTE: Sites in black represent Garden Grove Tributary Areas  
Sites in blue represents Anaheim Tributary Areas

**EXHIBIT "D"**

**PROPORTIONATE SHARE OF PROJECT DESIGN COSTS**



Table A - Cost Share of Design

Reach Number	Length, Ft.	Percentage of Project	Project Cost Breakdown	Anaheim % of Each Reach	Garden Grove % of Each Reach	Anaheim Cost of Each Reach	Garden Grove Cost of Each Reach
1	111	4%	\$8,820	100%	0%	\$8,820	\$0
2	201	8%	\$15,936	98%	2%	\$15,601	\$335
3	296	12%	\$23,468	97%	3%	\$22,740	\$728
4	256	10%	\$20,297	96%	4%	\$19,485	\$812
5	250	10%	\$19,830	96%	5%	\$18,937	\$892
6	273	11%	\$21,646	89%	11%	\$19,308	\$2,338
7	226	9%	\$17,918	86%	14%	\$15,392	\$2,526
8	294	12%	\$23,309	84%	16%	\$19,603	\$3,706
9	218	9%	\$17,272	83%	17%	\$14,370	\$2,902
10	211	8%	\$16,729	82%	18%	\$13,751	\$2,978
11	211	8%	\$16,715	79%	21%	\$13,188	\$3,527
Total	2547	100%	\$201,940			\$181,197	\$20,743

**EXHIBIT "E"**

**ESTIMATED PROPORTIONATE SHARE OF PROJECT CONSTRUCTION COSTS**

Table B - Percentage of Project by Reach

Reach Number	From	Manhole To	Manhole	Length of Reach	Percentage of Project	of	Check
1	50+76.06		49+60.81	111	4%		5%
2	49+60.81		47+55.81	201	8%		8%
3	47+55.81		44+55.81	296	12%		12%
4	44+55.81		41+95.81	256	10%		10%
5	41+95.81		39+41.70	250	10%		10%
6	39+41.70		36+64.68	273	11%		11%
7	36+64.68		34+34.68	226	9%		9%
8	34+34.68		31+36.68	294	12%		12%
9	31+36.68		29+14.83	218	9%		9%
10	29+14.83		26+99.83	211	8%		9%
11	26+99.83		25+64.83	135	8%		5%
				2471			

Table C - Cost Sharing Estimate

Reach No.	Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Price	Adjusted Total Price
Reach No. 1	1	1	LS	Mobilization / Demobilization	\$13,000	\$13,000	\$520
	2	1	LS	Dewatering	\$25,000	\$25,000	\$1,000
	3	1	LS	Traffic Control	\$13,790	\$13,790	\$552
	4	1	LS	Shoring	\$50,000	\$50,000	\$2,000
	5	1	LS	Temporary Bypassing of Sewer Flows	\$40,000	\$40,000	\$1,600
	21/22	1	LS	CCTV Inspections	\$10,048	\$10,048	\$402
	14	1	EA	Modify Manhole Channel	\$2,000	\$2,000	
	6	111	LF	Remove 8-inch VCP and Replace With 15-inch VCP, 1-sack Slurry Backfill	\$350	\$38,938	
	8	1	EA	Reconnect House Connections	\$500	\$500	
	10	1	EA	Reconnect Sewer Collector	\$650	\$650	
	11	1	EA	Remove Existing Manhole and Base	\$2,000	\$2,000	
	12	1	EA	Install 4-Foot Dia Manhole	\$4,000	\$4,000	
				<b>SUBTOTAL</b>		\$54,161	
				<b>ANAHEIM</b>	100%	\$54,161	
				<b>GARDEN GROVE</b>	0%	\$0	

Reach No. 2	1	1	LS	Mobilization / Demobilization	\$13,000	\$13,000	\$1,040	
	2	1	LS	Dewatering	\$25,000	\$25,000	\$2,000	
	3	1	LS	Traffic Control	\$13,790	\$13,790	\$1,103	
	4	1	LS	Shoring	\$50,000	\$50,000	\$4,000	
	5	1	LS	Temporary Bypassing of Sewer Flows	\$40,000	\$40,000	\$3,200	
	21/22	1	LS	CCTV Inspections	\$10,400	\$10,400	\$832	
	6	201	LF	Remove 8-inch VCP and Replace With 15-inch VCP, 1-sack Slurry Backfill	\$350	\$70,350		
	8	4	EA	Reconnect House Connections	\$500	\$2,000		
	11	1	EA	Remove Existing Manhole and Base	\$2,000	\$2,000		
	12	1	EA	Install 4-Foot Dia Manhole	\$4,000	\$4,000		
					<b>SUBTOTAL</b>		\$90,525	
					<b>ANAHEIM</b>	98%	\$88,715	
				<b>GARDEN GROVE</b>	2%	\$1,811		

Reach No. 3	1	1	LS	Mobilization / Demobilization	\$13,000	\$13,000	\$1,560
	2	1	LS	Dewatering	\$25,000	\$25,000	\$3,000
	3	1	LS	Traffic Control	\$13,790	\$13,790	\$1,655
	4	1	LS	Shoring	\$50,000	\$50,000	\$6,000
	5	1	LS	Temporary Bypassing of Sewer Flows	\$40,000	\$40,000	\$4,800
	21/22	1	LS	CCTV Inspections	\$10,400	\$10,400	\$1,248
	6	296	LF	Remove 8-inch VCP and Replace With 15-inch VCP, 1-sack Slurry Backfill	\$350	\$103,600	
	8	6	EA	Reconnect House Connections	\$500	\$3,000	
	11	1	EA	Remove Existing Manhole and Base	\$2,000	\$2,000	
	12	1	EA	Install 4-Foot Dia Manhole	\$4,000	\$4,000	
				<b>SUBTOTAL</b>		\$130,863	
				<b>ANAHEIM</b>	97%	\$126,937	
				<b>GARDEN GROVE</b>	3%	\$3,926	

Reach No. 4	1	1	LS	Mobilization / Demobilization	\$13,000	\$13,000	\$1,300
	2	1	LS	Dewatering	\$25,000	\$25,000	\$2,500
	3	1	LS	Traffic Control	\$13,790	\$13,790	\$1,379
	4	1	LS	Shoring	\$50,000	\$50,000	\$5,000
	5	1	LS	Temporary Bypassing of Sewer Flows	\$40,000	\$40,000	\$4,000
	21/22	1	LS	CCTV Inspections	\$10,400	\$10,400	\$1,040
	6	256	LF	Remove 8-inch VCP and Replace With 15-inch VCP, 1-sack Slurry Backfill	\$350	\$89,600	
	8	5	EA	Reconnect House Connections	\$500	\$2,500	
	12	1	EA	Install 4-Foot Dia Manhole	\$4,000	\$4,000	
				<b>SUBTOTAL</b>		\$111,319	
				<b>ANAHEIM</b>	96%	\$106,866	
				<b>GARDEN GROVE</b>	4%	\$4,453	













**COOPERATIVE AGREEMENT BETWEEN COUNTY OF ORANGE AND GARDEN GROVE SANITARY DISTRICT FOR SEWER MAIN CONSTRUCTION OF CERRITOS AVENUE**

This Cooperative Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 (“**Agreement**”), by and between the **COUNTY OF ORANGE** (“**County**”), a political subdivision of the State of California, and the **GARDEN GROVE SANITARY DISTRICT** (“**District**”), a subsidiary special district of the City of Garden Grove. The County and District shall sometimes be referred to separately as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. County is to construct the Cerritos Avenue Reconstruction Project, from Gilbert Street to Brookhurst Street, in the unincorporated County area adjacent to the City of Anaheim (“**Project Limits**”), which is to include removal and reconstruction of the existing pavement and adjustment of the existing utilities valves and manholes to the new street level (“**Project**”).

B. District owns, operates and maintains an existing 8-inch sewer main within the Project Limits (“**Existing Sewer System**”), which serves properties located within the territorial jurisdictions of both the District and the City of Anaheim (“**Anaheim**”). Pursuant to agreement, the District and Anaheim share capacity rights in the Existing Sewer System and share responsibility for the cost of necessary repair and/or replacement of the Existing Sewer System in proportion to the estimated ultimate average contribution of wastewater flows from the tributary areas within their respective jurisdictions.

C. Approximately 40 house connections, street laterals and appurtenances to the Existing Sewer System (“**Sewer Connections**”) are owned and maintained by the owners of the properties served.

D. In order to mitigate the risk of sanitary sewer overflows and to provide adequate peak flow capacity, the District and Anaheim have determined that it is necessary to replace the Existing Sewer System with a new 15-inch sewer main and appurtenances (“**New Sewer System**”), including Sewer Connections to the New Sewer System.

E. In order to minimize the inconvenience to the public, to maximize efficiency, and to protect the integrity of the pavement to be reconstructed within the Project Limits, the Parties have determined that it is in their mutual interest, and the public’s interest, that County include construction of the New Sewer System and new Sewer Connections as part of the Project. The New Sewer System and new Sewer Connections to be constructed as part of the Project are collectively referred to throughout this Agreement as “**District’s Portions**”.

F. District has provided County with plans, specifications and special provisions for the District’s Portions (“**Plans and Specifications**”) prepared by Anaheim and approved by District. Based on such Plans and Specifications, County’s engineer has prepared an engineer’s cost estimate for the Project, including the District’s Portions, (the “**Engineer’s Estimate**”), which is

attached to this Agreement as Exhibit A. The Engineer's Estimate includes certain shared bid item costs common to both the roadway reconstruction and sewer portions of the Project ("**Shared Costs**"), which Shared Costs the Parties intend to share in accordance with the proportions set forth in the Engineer's Estimate. The cost to construct the District's Portions and District's proportionate share of the Shared Costs are collectively referred to in this Agreement as "**District's Costs.**"

G. Pursuant to State and local guidelines, County prepared the Initial Study IP 13-085 for the Project, including District's Portions, and said IP 13-085 was subsequently certified by the Orange County Board of Supervisors as final, complete, and adequate to satisfy the statutory requirements of the California Environmental Quality Act of 1970 (CEQA), as amended.

H. County and District desire to enter into this Agreement to specify the terms pursuant to which County will advertise, award, and administer a contract for construction of the Project, and the District will reimburse County for District's Costs. The contractor selected by County to construct the Project shall be hereafter referred to in this Agreement as the "Project Contractor," and the contract between County and the Project Contractor shall hereafter be referred to as the "Project Construction Contract."

I. Concurrent with this Agreement, District and Anaheim intend to enter into a separate agreement providing for Anaheim's reimbursement to District of Anaheim's fair share proportionate cost of construction of the New Sewer System and Sewer Connections (the "**District-Anaheim Agreement**"). The Parties understand and agree that District's ability to reimburse County for District's Costs in accordance with this Agreement is dependent upon Anaheim's commitment to reimburse District for Anaheim's proportionate share of the District's Costs. Accordingly, the Parties agree that the effectiveness of this Agreement shall be expressly contingent upon authorized approval of the District-Anaheim Agreement by both District and Anaheim.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledge, the Parties agree as follows:

1. County and District Project Funding Obligations
  - 1.1 Subject to reimbursement by District of District's Costs, County will be responsible for one hundred percent (100%) of the costs and expenses incurred by County to advertise, bid, award, and administer the Project Construction Contract.
  - 1.2 District will be responsible for reimbursing County for one hundred percent (100%) of the District's Costs, including additional costs resulting from District-approved contract change orders ("**CCOs**").

- 1.3 District will commence payment to the County only after the Project Construction Contract is awarded to the lowest responsible bidder by the County.
- 1.4 Following award of the Project Construction Contract, County and District shall meet and confer to determine the actual anticipated amount of the District's Costs, including any proportionate increases or decreases in Shared Costs, based on the Project Contractor's actual bid. Within sixty (60) days of award of the Project Construction Contract, County shall invoice District for, and District shall pay County, fifty percent (50%) of the actual anticipated amount of District's Cost.
- 1.5 Following completion of the Project, County and District shall determine the actual final amount of the District's Costs, including any additional costs attributable to District-approved CCOs. Within sixty (60) days of County recording the notice of completion for Project, County shall invoice District for, and District shall pay County, the difference between the final total amount of District's Costs and the amount of District's first payment made pursuant to Section 1.4.

## 2. Design and Construction

- 2.1 CEQA. County is hereby designated as the Lead Agency for Project and is responsible for administering, preparing, processing and securing all necessary environmental documents required by CEQA, as amended.
- 2.2 Project Engineer. County is hereby designated as Project Engineer to advise, award and administer the construction of Project and to execute and deliver all documents required in connection with the construction of Project. County shall comply with all applicable provisions of the Public Contract Code and other applicable laws.
- 2.3 Project Construction Contract, Insurance & Warranties.
  - a. County shall be responsible for bidding, awarding, and administering a contract for the construction of the Project, in conformance with the Plans and Specifications approved by the District and in accordance with all applicable laws governing construction of public works by either County and/or District, including, but not limited to, laws governing public bidding and the payment of prevailing wages.
  - b. County shall ensure that the Project Construction Contract requires the Project Contractor to provide insurance acceptable to District, to name District and the City of Garden Grove as additional insureds, and to indemnify, defend, and hold harmless District and the City of Garden Grove in a manner approved in writing by District prior to award of the Project Construction Contract. County shall not permit construction of any portion of the Project to commence until evidence of the required insurance and additional insured endorsements have been provided to and approved by District.
  - c. County shall require and ensure that the Project Contractor warrants and guarantees all work related to District's Portions, and all parts thereof, including that performed and

constructed by subcontractors, sub subcontractors, and others employed directly or indirectly on and for such work, against faulty or defective materials, equipment, or workmanship for a period of at least one year from the date of the County's written final acceptance of the work or such longer period of time as may be prescribed by law or by the terms of any special guarantee or warranty required by the Project Construction Contract. County shall and hereby does assign to District all contractor and manufacturer warranties and guarantees required by the Project Construction Contract or otherwise for those sewerage facilities and appurtenances which will belong to District.

- 2.4 Project Advertisement. County shall perform all of the administrative work required for advertising for bids, dealing with bid disputes and awarding the Project Construction Contract to the lowest responsible bidder in accordance with all applicable laws. County may in its discretion reject all bids. If, after bids are opened, it is determined that insufficient funds are available to construct Project, County and District shall meet and confer to determine a course of action for Project. If County and District do not proceed with the Project, District will reimburse the County the costs incurred for the work expended on the District's Portion.
- 2.5 Project Inspection. County will invite District to attend the pre-construction meeting after award of the Project Construction Contract. District shall have access to the work area at all times during construction of District's Portions for the purpose of inspection. County will notify District 48 hours in advance prior to construction of District's Portions. District shall inspect regularly. Should District deem any remedial work to be necessary, the District shall notify County in writing thereof within one (1) business day of inspection, specifically describing the needed corrections and proposed remedial work. District shall be solely responsible for any remedial work that is not brought to the County's attention in accordance with this paragraph.
- 2.6 Contract Change Orders. County shall process any CCOs that are necessary for construction of District's Portions. District shall review such CCOs and provide the District's Engineer or designee ("**District Engineer**") during construction to coordinate CCO approval. District Engineer shall provide either concurrence with or comments on CCOs pertaining to District's Portions within two (2) business days of County's submittal to District. If District fails to provide comments on or concurrence with any CCO submitted by County within such time, such CCO shall be deemed approved by the District. County will not approve CCOs without either District approval or default approval. District shall be financially responsible for the additional costs resulting from District-approved CCOs for the District's Portions.
- 2.7 Project Acceptance. Prior to County's acceptance of Project improvements and filing a notice of completion, District Engineer shall review and provide written approval of all District's Portions of work. District Engineer's written approval shall only be withheld for work not completed in accordance with the Project Construction Contract documents for District's Portions, which uncompleted work shall be dealt with during the District's regular inspections. County shall furnish District with a copy of the filed notice of completion.

2.8 District Obligations Post-Construction. Upon District Engineer's written approval and County's final acceptance of the Project, District shall assume ownership, operation, and maintenance obligations of the New Sewer System, exclusive of Sewer Connections.

3. Miscellaneous Obligations

3.1 Time is of the Essence. The funding source for the Project, except District's Portions, requires construction funds to be expended by June 30, 2014. Therefore, time is of the essence. District agrees to execute its responsibilities in an expeditious manner so as not to jeopardize Project funding.

3.2 Indemnification & Hold Harmless. The Parties shall indemnify, defend with counsel approved in writing, save and hold each of its elected officials, officers, directors, agents and employees harmless from any and all claims, injuries, liabilities, actions, damages, losses or expenses, of every type and description to which they may be subjected arising out of any act or omission of, its employees, representatives, agents and independent contractors in connection with the implementation of the actions described in this Agreement.

3.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of either Party's interest in this Agreement shall be made without the written consent of the other Party.

3.4 Entirety & Amendments. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

3.5 Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

3.6 Notices. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

City: Garden Grove Sanitary District  
11222 Acacia Parkway  
P.O Box 3070  
Garden Grove, CA 92842  
Attn: General Manager

County: County of Orange/OC Public Works Department  
P.O. Box 4048  
Santa Ana, CA 92702-4048  
Attn: Director OC Engineering/Chief Engineer

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

- 3.7 Waiver of Jury Trial. Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.
- 3.8 Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.
- 3.9 Governing Law & Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.
- 3.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 3.11 Termination. In the event County or District defaults in the performance of any of their obligations under this Agreement or materially breaches any of the provisions of this Agreement, District and County shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event District or County cures such default within such thirty (30) day period, District and County's election to terminate shall be deemed revoked and of no further force and effect as to that particular default.
- 3.12 Availability of Funds. This Agreement is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend or as involving the Parties in any contract or other obligation for future payment of money in excess of appropriations authorized by law. However, District shall reimburse County for any of District's Costs incurred.



3.13 Effectiveness of Agreement. The duly authorized approval and execution of the District-Anaheim Agreement by both District and Anaheim shall be an express condition precedent to the effectiveness of this Agreement. Unless this condition is otherwise waived in writing by District, this Agreement shall be null and void, and District shall have no obligations hereunder, if either District or Anaheim fail to approve and execute the District-Anaheim Agreement.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, District has caused this Agreement to be executed by its General Manager and attested by its Board Secretary, and County has caused this Agreement to be executed by the Chairman of the Board of Supervisors and attested by its Clerk on the dates written opposite their signatures, all thereunto duly authorized by the District Board and the Board of Supervisors, respectively.

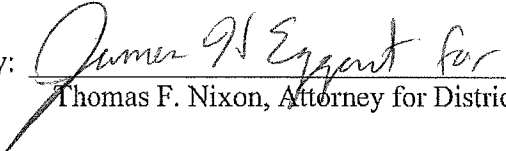
GARDEN GROVE SANITARY DISTRICT,  
a California subsidiary special district

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Matthew J. Fertal, General Manager

ATTEST:

APPROVED AS TO FORM:

By:   
Thomas F. Nixon, Attorney for District

\_\_\_\_\_  
Kathleen Bailor, Board Secretary

COUNTY OF ORANGE,  
a political subdivision of the State of  
California

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors of  
Orange County, California

By: \_\_\_\_\_  
Deputy

EXHIBIT A  
ENGINEER'S ESTIMATE

PROJECT: CERRITOS STREET RECONSTRUCTION AND SEWER IMPROVEMENT  
LOCATION: FROM GILBERT STREET TO BROOKHURST STREET  
PROJECT CODE: ER03726

Item No.	Item Description	Qty.	Unit	Item Price	Total	County	GGSD	County Portion	GGSD Portion
1	MOBILIZATION	1	LS	\$ 130,000.00	\$ 130,000.00	0.9	0.1	\$ 117,000.00	\$ 13,000.00
2	DUST CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00	1		\$ 10,000.00	\$ -
3	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	1	LS	\$ 15,000.00	\$ 15,000.00	1		\$ 15,000.00	\$ -
4	SECTION D PERMIT REQUIREMENTS	1	LS	\$ 5,000.00	\$ 5,000.00	1		\$ 5,000.00	\$ -
5	PROJECT INFORMATION SIGN	2	EA	\$ 1,400.00	\$ 2,800.00	1		\$ 2,800.00	\$ -
6	CLEARING AND GRUBBING	1	LS	\$ 20,000.00	\$ 20,000.00	1		\$ 20,000.00	\$ -
7	REMOVE TREE	1	EA	\$ 1,000.00	\$ 1,000.00	1		\$ 1,000.00	\$ -
8	REMOVE AND RELOCATE CHAIN LINK FENCE	20	LF	\$ 40.00	\$ 800.00	1		\$ 800.00	\$ -
9	REMOVE MISCELLANEOUS ASPHALT CONCRETE	20	CY	\$ 60.00	\$ 1,200.00	1		\$ 1,200.00	\$ -
10	REMOVE AND RECONSTRUCT MASONRY PILASTER AND IRON FENCE	166	LF	\$ 80.00	\$ 13,280.00	1		\$ 13,280.00	\$ -
11	REMOVE AND RECONSTRUCT MASONRY PLANTER WALL	105	LF	\$ 40.00	\$ 4,200.00	1		\$ 4,200.00	\$ -
12	REMOVE AND RELOCATE METAL ROLLING GATE AND RAIL	2	EA	\$ 1,000.00	\$ 2,000.00	1		\$ 2,000.00	\$ -
13	REMOVE MISCELLANEOUS CONCRETE (UNREINFORCED)	735	CY	\$ 80.00	\$ 58,800.00	1		\$ 58,800.00	\$ -
14	REMOVE ROADWAY STRUCTURAL SECTION	5,812	CY	\$ 40.00	\$ 232,480.00	1		\$ 232,480.00	\$ -
15	ADJUST MANHOLE RIM AND COVER TO GRADE	2	EA	\$ 850.00	\$ 1,700.00	1		\$ 1,700.00	\$ -
16	ADJUST WATER VALVE CAN AND COVER TO GRADE	28	EA	\$ 400.00	\$ 11,200.00	1		\$ 11,200.00	\$ -
17	ADJUST WATER METER BOX AND COVER TO GRADE	25	EA	\$ 300.00	\$ 7,500.00	1		\$ 7,500.00	\$ -
18	ADJUST FIRE HYDRANT TO GRADE	7	EA	\$ 500.00	\$ 3,500.00	1		\$ 3,500.00	\$ -
19	RELOCATE WATER METER BOX AND COVER	30	EA	\$ 800.00	\$ 24,000.00	1		\$ 24,000.00	\$ -
20	ADJUST UTILITY PULL BOX TO GRADE	1	EA	\$ 500.00	\$ 500.00	1		\$ 500.00	\$ -
21	RELOCATE UTILITY PULL BOX	1	EA	\$ 800.00	\$ 800.00	1		\$ 800.00	\$ -
22	UNCLASSIFIED EXCAVATION	56	CY	\$ 75.00	\$ 4,200.00	1		\$ 4,200.00	\$ -
23	WARM MIX ASPHALT CONCRETE PAVEMENT	1,800	TON	\$ 85.00	\$ 153,000.00	1		\$ 153,000.00	\$ -
24	CRUSHED AGGREGATE BASE	4,000	CY	\$ 60.00	\$ 240,000.00	1		\$ 240,000.00	\$ -
25	ASPHALT RUBBER HOT MIX (ARHM)	1,105	TON	\$ 95.00	\$ 104,975.00	1		\$ 104,975.00	\$ -
26	CONSTRUCT CURB RAMP	928	SF	\$ 8.00	\$ 7,424.00	1		\$ 7,424.00	\$ -
27	CONSTRUCT 4" SIDEWALK	18,838	SF	\$ 5.00	\$ 94,190.00	1		\$ 94,190.00	\$ -
28	CONSTRUCT 6" SIDEWALK INCLUDING RETAINING CURB	30	CY	\$ 400.00	\$ 12,000.00	1		\$ 12,000.00	\$ -
29	CONSTRUCT 6" DRIVEWAY APPROACH	12,127	SF	\$ 7.00	\$ 84,889.00	1		\$ 84,889.00	\$ -
30	CONSTRUCT TYPE A2-8 CURB AND GUTTER	408	LF	\$ 25.00	\$ 10,200.00	1		\$ 10,200.00	\$ -
31	CONSTRUCT TYPE A2-6 CURB AND GUTTER	4,580	LF	\$ 20.00	\$ 91,600.00	1		\$ 91,600.00	\$ -
32	CONSTRUCT TRANSITION CURB AND GUTTER (8" TO 6")	15	LF	\$ 25.00	\$ 375.00	1		\$ 375.00	\$ -
33	CONSTRUCT 8" CROSS GUTTER	2,640	SF	\$ 10.00	\$ 26,400.00	1		\$ 26,400.00	\$ -
34	REMOVE AND RECONSTRUCT CURB OUTLET	7	EA	\$ 120.00	\$ 840.00	1		\$ 840.00	\$ -
35	LANDSCAPE AND IRRIGATION RESTORATION	1	LS	\$ 50,000.00	\$ 50,000.00	1		\$ 50,000.00	\$ -
36	ABANDON STORM DRAIN CATCH BASIN	2	EA	\$ 1,000.00	\$ 2,000.00	1		\$ 2,000.00	\$ -
37	CONSTRUCT 48-INCH I.D. PRECAST CONCRETE SANITARY SEWER MANHOLE STRUCTURES	10	EA	\$ 4,000.00	\$ 40,000.00		1	\$ -	\$ 40,000.00
38	MODIFY MANHOLE CHANNEL	1	EA	\$ 1,700.00	\$ 1,700.00		1	\$ -	\$ 1,700.00
39	PRE-CONSTRUCTION CCTV INSPECTION	2,512	LF	\$ 2.00	\$ 5,024.00		1	\$ -	\$ 5,024.00
40	POST-CONSTRUCTION CCTV INSPECTION	2,512	LF	\$ 2.00	\$ 5,024.00		1	\$ -	\$ 5,024.00
41	REMOVE EXISTING 8 INCH VCP SEWER AND PCC ENCASEMENT, IF ANY, AND CONSTRUCT 15 INCH EXTRA STRENGTH VCP SEWER PIPE	2,472	LF	\$ 350.00	\$ 865,200.00		1	\$ -	\$ 865,200.00
42	CONNECT EXISTING SEWER LATERAL (HOUSE CONNECTION) TO NEW SEWER MAIN	39	EA	\$ 430.00	\$ 16,770.00		1	\$ -	\$ 16,770.00
43	CONNECT EXISTING 6" SEWER COLLECTOR TO NEW SEWER MANHOLE	1	EA	\$ 510.00	\$ 510.00		1	\$ -	\$ 510.00
44	CONNECT EXISTING 8" SEWER COLLECTOR TO NEW SEWER MANHOLE	3	EA	\$ 550.00	\$ 1,650.00		1	\$ -	\$ 1,650.00
45	SHEETING, SHORING AND BRACING	1	LS	\$ 40,000.00	\$ 40,000.00		1	\$ -	\$ 40,000.00
46	REMOVE EXISTING SEWER MANHOLE AND BASE	11	EA	\$ 1,700.00	\$ 18,700.00		1	\$ -	\$ 18,700.00
47	MAINTAINING AND TEMPORARY HANDLING/BYPASSING OF SEWER FLOWS	1	LS	\$ 35,000.00	\$ 35,000.00		1	\$ -	\$ 35,000.00
48	DEWATERING	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00
49	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 40,000.00	\$ 40,000.00	0.9	0.1	\$ 36,000.00	\$ 4,000.00
50	DETOURS	1	LS	\$ 10,000.00	\$ 10,000.00	0.9	0.1	\$ 9,000.00	\$ 1,000.00
51	MAINTAIN TRAFFIC	1	LS	\$ 5,500.00	\$ 5,500.00	0.9	0.1	\$ 4,950.00	\$ 550.00
52	TEMPORARY TRAFFIC CONTROL SIGNS	110	EA	\$ 420.00	\$ 46,200.00	0.9	0.1	\$ 41,580.00	\$ 4,620.00
53	MAINTAIN DETOURS	1	LS	\$ 5,000.00	\$ 5,000.00	0.9	0.1	\$ 4,500.00	\$ 500.00
54	PORTABLE CHANGEABLE MESSAGE SIGN	110	DAY	\$ 300.00	\$ 33,000.00	0.9	0.1	\$ 29,700.00	\$ 3,300.00
55	TRAFFIC STRIPING-4" SOLID WHITE	458	LF	\$ 1.25	\$ 572.50	1		\$ 572.50	\$ -
56	TRAFFIC STRIPING-8" SOLID WHITE	500	LF	\$ 1.25	\$ 625.00	1		\$ 625.00	\$ -
57	TRAFFIC STRIPING-4" SOLID DOUBLE YELLOW	587	LF	\$ 1.50	\$ 880.50	1		\$ 880.50	\$ -
58	TRAFFIC STRIPING-TWO-WAY LEFT-TURN LANE	3,728	LF	\$ 1.50	\$ 5,592.00	1		\$ 5,592.00	\$ -
59	PAVEMENT MARKINGS	1,131	SF	\$ 4.00	\$ 4,524.00	1		\$ 4,524.00	\$ -
60	RAISED PAVEMENT MARKERS	355	EA	\$ 10.00	\$ 3,550.00	1		\$ 3,550.00	\$ -
61	REMOVE ROADSIDE SIGN PANEL	3	EA	\$ 100.00	\$ 300.00	1		\$ 300.00	\$ -
62	INSTALL ROADSIDE SIGN POST	17	EA	\$ 150.00	\$ 2,550.00	1		\$ 2,550.00	\$ -
63	INSTALL ROADSIDE SIGN PANEL	33	EA	\$ 100.00	\$ 3,300.00	1		\$ 3,300.00	\$ -
<b>TOTAL</b>					<b>\$ 2,644,025.00</b>			<b>\$ 1,562,477.00</b>	<b>\$ 1,081,548.00</b>