

Cooperative Agreement for Funding with County of Sonoma for Construction Services for Sewer Trunk Main Replacement Phase 5B (Johnson Avenue) Project

This agreement (“Agreement”) is by and between **Sonoma Valley County Sanitation District**, a local district of the State of California (“District”) and **County of Sonoma**, a political subdivision of the State of California, by and through its Sonoma Public Infrastructure Department (“County”). District and County 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 4.1 (Term of Agreement).

RECITALS

- A. The Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Phase 5B Project (“District’s Project”) includes replacing approximately 600 feet of existing 18-inch diameter sewer trunk main with a 24-inch sewer trunk main within portions of Johnson Avenue in unincorporated Sonoma County, California, near the City of Sonoma, as shown in Exhibit A (Site Map of Combined Project).
- B. 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.
- C. The County Pavement Preservation Program seeks to prolong roadway lifespan through proactive treatment actions and reduce the long-term costs of road maintenance in the County.
- D. County’s 2024/2025 Pavement Preservation Program Project (“County’s Project”) included full depth reclamation and paving on Johnson Avenue coincident with District’s Project.
- E. District is 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). County is the Lead Agency for County’s Project under the requirements of CEQA and has prepared a Notice of Exemption (NOE).
- F. County’s Project and District’s Project would benefit from a coordinated construction implementation approach to minimize impacts to affected residences along Johnson Avenue and reduce costs associated with separate construction efforts and construction contract administration.
- G. District has integrated County’s Project and District’s Project into a single “Combined Project” and completed a formal bidding process in accordance with Public Contract Code.

- H. District and County have mutually accepted the lowest responsive and responsible bid, and intend to recommend award of construction contract to Argonaut Constructors, Inc.
- I. District and County mutually desire to enter into a cooperative agreement to coordinate design, construction, and funding of the Combined Project.
- J. District or County has completed the required environmental review pursuant to the California Environmental Quality Act (CEQA) and design drawings and specifications for the sewer trunk main replacement pavement preservation actions including full depth restoration and resurfacing.
- K. Under this Agreement, District will take the lead for implementation of the Combined Project and receive reimbursement from County for County’s proportional share of the construction contract, contract administration services, and contract change orders and contingencies.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct and are incorporated herein.

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 Results and Percentage Allocation Rationale
 - c. Exhibit C: Summary of County Project Costs

3. COORDINATION

- 3.1. County shall coordinate the work with District’s Project Manager. Contact information:

District	County
Project Manager: James Griggs 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 547-1975 Email: james.griggs@scwa.ca.gov	Project Manager: Hunter McLaughlin 400 Aviation Boulevard, Suite 100 Santa Rosa, CA 95403 Phone: (707) 565-1757 Email: Hunter.McLaughlin@sonomacounty.gov
Construction Manager: Mike West 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 547-1975	

District	County
Email: mike.west@scwa.ca.gov	
Remit payments to:	
Anika McLea Same address as above	

4. TERM OF AGREEMENT

4.1. Term of Agreement: The Agreement shall expire on December 31, 2027, unless terminated earlier in accordance with the provisions of Article 7.2.

5. RESPONSIBILITIES OF THE PARTIES

5.1. County will reimburse District for County’s Project Costs as provided herein.

5.2. Unless otherwise indicated, parties will complete the following at their own cost and expense, without reimbursement.

5.3. Insurance and Indemnification: District will require the selected contractors to name County as an additional insured at the same coverage requirements applicable to District, to indemnify County through contractual indemnity provisions in the same manner as District. District will provide evidence of such insurance and indemnification to County.

5.4. Contract Administration: District will administer the construction contract for the Combined Project and receive reimbursement from County for County’s proportion of contract administration services as provided herein. District will hold weekly construction meetings and invite County’s Project Manager or other County appointed designee.

5.5. Preconstruction Conference: District will invite County’s Project Manager to attend the preconstruction conferences for the Combined Project.

5.6. Permits: District will obtain any permits that may be necessary from utilities or regulatory agencies for construction of the District’s Project. County will obtain any permits that may be necessary for construction of County’s Project. District will require the contractor to acquire an encroachment permit from Permit Sonoma for the Combined Project prior to commencing construction. District and County agree District is not required to obtain an Owner’s Encroachment Permit from Permit Sonoma.

5.7. Provide Design Engineering and Related Services After Receipt of Construction Bids: County, at its cost, shall provide design engineering and related services after award of the Combined Project as requested by District. Services may include, but are not limited to, reviewing bids and preparing bid rejection rationale, reviewing submittals, responding to requests for information regarding County’s Project, and design for change orders.

- 5.8. Inspection: At each's own cost and expense, District will inspect District's Project and County will inspect County's Project. However, District's Construction Manager shall be the sole point of contact with the Contractor on the Combined Project. County may not directly communicate or direct contractor. District will give County 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. County shall timely determine acceptance of the Combined Project.
- 5.9. Construction Staking: District will perform construction staking for District's Project. County will perform construction staking for County's Project with County forces in coordination with District's Construction Manager.
- 5.10. Change Orders/Contingencies:
- a. For any change order request for County's Project, District shall provide such request to County for review and approval. County 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, including performing any design services to support change order requests. If County does not approve a change order request for County's Project and District agrees with such non-approval, County agrees to indemnify District for any liability or costs incurred by District, including but not limited to attorneys' fees, as the result of County's non-approval. If County does not approve a change order request for County's 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 County's Project, County agrees to pay the change order request for County Project. However, County may file a written objection with District within 30 calendar days after County's payment therefore, detailing the reasons why the change order request for County's 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 resolve the dispute through negotiation of the Director for Public Infrastructure and the General Manager for Sonoma Water.
 - b. For any change order request for Shared Cost Items, District shall provide such request to County for review and approval of the cost to be borne by County. County 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 as identified in Exhibit B.

- c. If County agrees that a change order for County's Project or County's portion of a Shared Cost Item has been legitimately requested by the contractor, but that County should not be responsible for payment due to some act or omission of District, then County shall provide payment for the change order, but may file a written objection with District within 30 calendar days after County's payment therefore, detailing the reasons why District should be responsible for the payment, and not County. If District agrees, District shall reimburse County. 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 resolve the dispute through negotiation of the Director for Public Infrastructure and the General Manager for Sonoma Water. If the cost associated with a change order which is otherwise approved by County will exceed the amount for such change orders identified in Exhibit C and provided to District in accordance with Article 6, County agrees to pay the additional amount to District or contractor as appropriate.
- d. Approvals and denials of any contract change orders for County's Project not exceeding a cumulative total amount of \$35,242 may be made by County's Director of Public Infrastructure or his designated representative.

5.11. 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 County's Project or pertaining to both County's and District's Projects or a Shared Cost Item, County 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 County for any judgment liability or costs incurred by County, including but not limited to attorneys' fees. If the decision or litigation pertains solely to County's Project, County 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 County'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.

5.12. 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 County at all reasonable times for inspection, reproduction, and analysis.

- 5.13. Notice of Completion and Record Drawings: Upon County's acceptance of Combined Project, District will record the Notice of Completion for construction and provide a copy to County 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 County within 45 calendar days of filing the Notice of Completion.
- 5.14. Title: All title to all of District's Project facilities constructed pursuant to this Agreement shall vest with District. All title to all of County's Project facilities constructed pursuant to this Agreement shall vest with County.

6. INVOICE AND PAYMENTS

- 6.1. Invoices: District will invoice County for County's costs of the Combined Project authorized under this Agreement for construction contract, contract administration services, and change orders and contingencies. All invoices submitted to County by District will be clearly marked as follows: "Sonoma Valley County Sanitation District Sewer Trunk Main Replacement Phase 5B Project."
- 6.2. Payment for County Project Cost including County Bid Items, Shared Cost Items, Contract Administration, and Contract Change Orders and Contingencies: Upon award of the contract for the Combined Project, County's receipt of a copy of the executed contract, and evidence of contractor's insurance, County shall, within 30 calendar days of receipt of District's invoice, deposit with District an amount which equals the sum of the following: (1) the sum of each "County's Project Cost" identified in Exhibit B including County Bid Items and Shared Cost Items; (2) 10% of number one (1), above, for contract administration services; and (3) 15% of number one (1), above for Contract Change Orders and Contingencies. The amount deposited with District for the sum total costs will be the responsibility of County to provide. If actual costs exceed this amount due to change orders or other contingencies, then such costs will be addressed above under Article 5.10. Total amount for all these costs is estimated to be \$293,683 (see Exhibit C).
- 6.3. Project Cost Accounting Statement: Within 60 calendar days of District recording a Notice of Completion for the Combined Project contract, or within 60 calendar days of the termination of this Agreement, District will submit to County a Project Cost Accounting Statement of District's costs for County's Project. The Project Cost Accounting Statement for County's Project will cover the following categories:
- a. Construction Cost (Including Shared Cost Items)
 - b. Contract Administration Services (18.2% of Total Contract Administration Services)

c. Contract Change Orders and Contingencies

- 6.4. Reimbursement and Refunds: If the Project Cost Accounting Statement indicates District's costs for County's Project are higher than the funds provided by County, excluding County's share of Contract Administration Services exceeding County's share (18.2%) of total Contract Administration Services (\$23,495), District will invoice County for the difference and County will reimburse District for the difference within 80 days of receiving the Project Cost Accounting Statement. If the Project Cost Accounting Statement indicates District's costs for County's Project are lower than the funds provided by County, District will refund County for the difference within 80 days of recording the Notice of Completion.
- 6.5. County agrees that Shared Cost Items shall be paid by District and County based on the shared cost allocation of the affected work for each Party as specified in Exhibit B or, if the work is not specified in Exhibit B, a ratio of the accepted bid values of the affected work for each Party. County agrees to pay any outstanding payment obligations for County's Project under the Agreement.

7. **ADDITIONAL REQUIREMENTS**

- 7.1. 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.
- 7.2. 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.
- 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 costs of County's Project in accordance with Exhibit B until the date of termination. District will provide to County a Statement of County's Project costs for payment by County, up to the date of termination. If County has already provided funds and a surplus remains, District will return to County all unexpended funds paid to District for County's Project.
- 7.3. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager and County's Director of Public Infrastructure in a form approved by County Counsel.

- 7.4. No Waiver of Breach: The waiver by District or County 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.
- 7.5. 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.
- County 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. County and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 7.9. 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.
- 7.10. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.
- 7.11. Counterpart; Electronic Signatures: The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered

via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

- 8.1. 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 Article 3.1.
- 8.2. 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.

9. MUTUAL INDEMNIFICATION

- 9.1. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in

connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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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 25/26-092

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

Approved as to form:

By: _____
Adam Brand, Assistant County Counsel

By: _____
Luke Bowman, Deputy County Counsel

Sonoma Valley County Sanitation District

County of Sonoma

By: _____
Grant Davis, General Manager

By: _____
Johannes J. Hoevertsz, Director
Sonoma County Public Infrastructure

Date: _____

Date: _____

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Exhibit A

Site Map of Combined Project

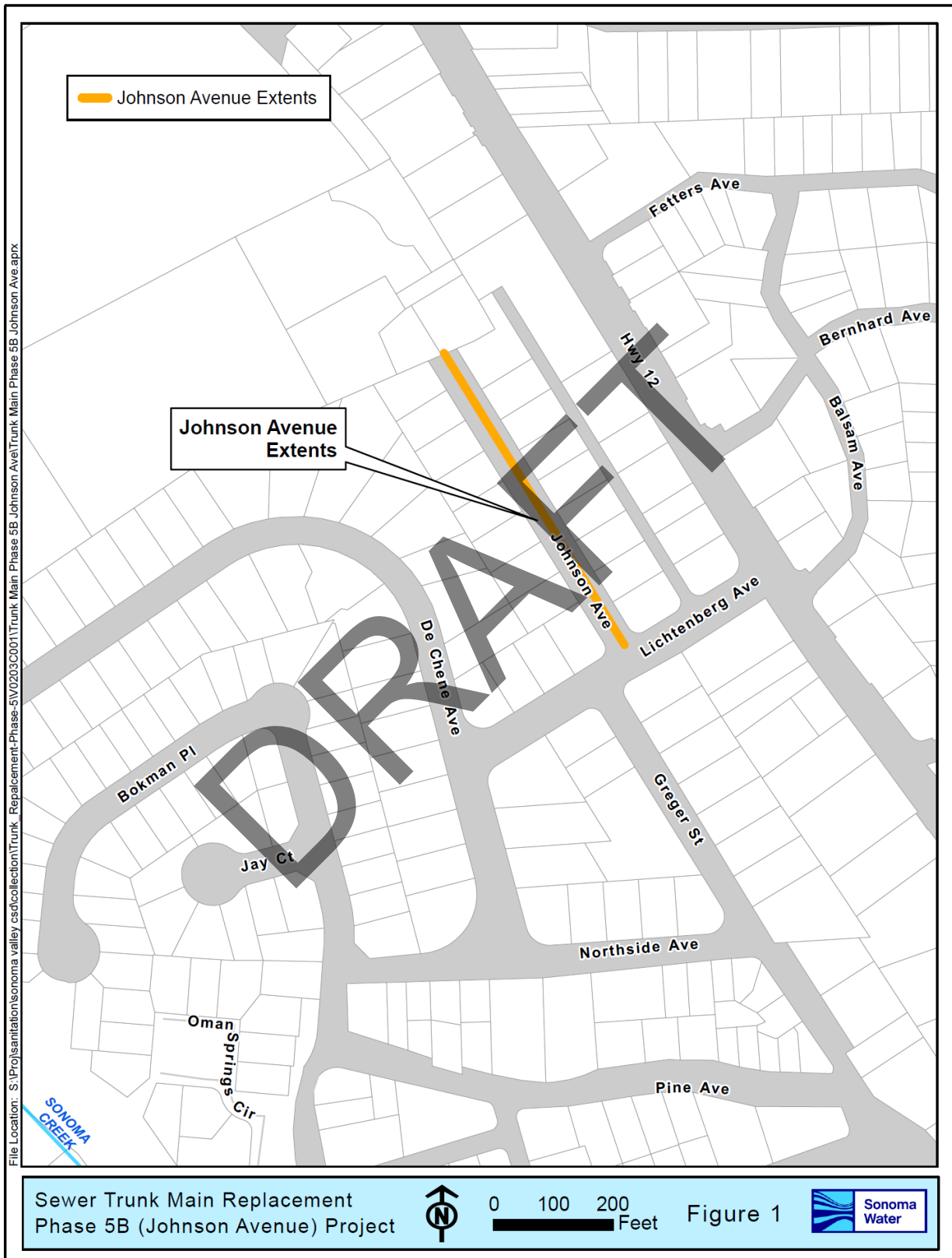


Exhibit B

Bid Item Percentage Allocations Rationale

Bid Item	Description	District %	County ⁵ %	Combined Project Cost (Bid Result)	District Project Cost	County Project Cost
1.	Storm Water Pollution Prevention Plan and Implementation ¹	81.8%	18.2%	\$6,000.00	\$4,908.00	\$1,092
2.	Mobilization/ Demobilization ¹	81.8%	18.2%	\$53,000.00	\$43,354.00	\$9,646
3.	Project Identification Signs ¹	81.8%	18.2%	\$3,000.00	\$2,454.00	\$546
4.	Traffic Control Plan and Implementation ¹	81.8%	18.2%	\$68,000.00	\$55,624.00	\$12,376
5.	Site Clearing ¹	81.8%	18.2%	\$1,400.00	\$1,145.20	\$255
6.	Utility Potholing ¹	81.8%	18.2%	\$27,675.00	\$22,638.15	\$5,037
7.	Shoring and Bracing ²	100%	0%	\$22,250.00	\$22,250.00	\$0.00
8.	Sewer Bypass System and Sewer Main Tie-in ²	100%	0%	\$57,000.00	\$57,000.00	\$0.00
9.	24-inch Sewer Pipe (Trench Type A) ²	100%	0%	\$428,244.00	\$428,244.00	\$0.00
10.	18-inch Sewer Pipe (Trench Type A) ²	100%	0%	\$17,453.00	\$17,453.00	\$0.00
11.	8-inch Sewer Pipe (Trench Type A) ²	100%	0%	\$23,751.00	\$23,751.00	\$0.00
12.	60-inch Manhole ²	100%	0%	\$121,500.00	\$121,500.00	\$0.00
13.	48-inch Manhole ²	100%	0%	\$16,500.00	\$16,500.00	\$0.00
14.	Modify Existing Sewer Manhole ²	100%	0%	\$16,000.00	\$16,000.00	\$0.00
15.	Abandon Existing Sewer Manholes ²	100%	0%	\$36,000.00	\$36,000.00	\$0.00
16.	Abandon or Remove Existing Sewer Pipe ²	100%	0%	\$21,000.00	\$21,000.00	\$0.00
17.	Lower Existing Sanitary Sewer Manhole Cover ²	100%	0%	\$4,000.00	\$4,000.00	\$0.00
18.	Adjust Existing Sanitary Sewer Manhole Cover to Grade ²	100%	0%	\$4,200.00	\$4,200.00	\$0.00
19.	Class 2 Aggregate Base ³	0%	100%	\$7,200.00	\$0.00	\$7,200.00

Bid Item	Description	District %	County ⁵ %	Combined Project Cost (Bid Result)	District Project Cost	County Project Cost
20.	Full-Depth Recycling-Cement (FDR-C) ³	0%	100%	\$28,067.00	\$0.00	\$28,067.00
21.	Cement (FDR-C) ³	0%	100%	\$11,000.00	\$0.00	\$11,000.00
22.	Mix Design (FDR-C) ³	0%	100%	\$5,800.00	\$0.00	\$5,800.00
23.	Quality Control (FDR-C) ³	0%	100%	\$4,000.00	\$0.00	\$4,000.00
24.	Edge Profile Grind (FDR-C) ³	0%	100%	\$16,472.00	\$0.00	\$16,472.00
25.	Replace Asphalt Concrete Surfacing (Full Road) ³	0%	100%	\$33,847.00	\$0.00	\$33,847.00
26.	Asphalt Concrete (Type A, ½" PG 64-16) ³	0%	100%	\$86,028.00	\$0.00	\$86,028.00
27.	Place Asphalt Concrete (Misc Area) ³	0%	100%	\$12,480.00	\$0.00	\$12,480.00
28.	Thermoplastic Pavement Marking ³	0%	100%	\$1,100.00	\$0.00	\$1,100.00
29.	Collection System Allowance ⁴	100%	0%	\$70,000.00	\$70,000.00	\$0.00
30.	Groundwater/Soil Disposal Allowance ⁴	100%	0%	\$25,000.00	\$25,000.00	\$0.00
31.	All Other Work ⁴	100%	0%	\$1,000.00	\$1,000	\$0.00
32.	Contingency Reserve ⁴	100%	0%	\$25,000.00	\$25,000.00	\$0.00
TOTALS				\$1,253,967.00	\$1,019,021.35	\$234,946.00

¹ – Shared Cost Items.

² – District Bid Item.

³ – County Bid Item.

⁴ – Allowance, All Other Work, and Contingency Reserve items not included in computation of Shared Cost Items.

⁵ – County percentage of Share Cost Items computed as the sum of County Bid Items divided by the sum of County and District Bid Items less Allowances, All Other Work, and Contingency Reserve. Based on Bid Results obtained on 4/7/2026 the County percentage of Shared Cost Items is 18.2%.

Exhibit C

Summary of County Project Costs

Description	Amount
County Construction Cost (County Bid Items)	\$205,994
Shared Cost Items	\$28,952
Contract Administration (10% of County Bid Items and Shared Cost)	\$23,495
Change Orders and Contingencies (15% of County Bid Items and Shared Cost)	\$35,242
Total	\$293,683

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