

Attachment A

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**COST SHARING AGREEMENT BETWEEN THE
CITY OF SALINAS AND COUNTY OF MONTEREY
FOR THE CONSTRUCTION OF ROUNDABOUT AT THE INTERSECTION OF
ALISAL ROAD AND SCONBERG PARKWAY AND PAVEMENT REHABILITATION
OF PORTION OF ALISAL ROAD**

This Cost Sharing Agreement (the "Agreement") is entered into as of the last date opposite the respective signatures below by and between the City of Salinas, a California charter city and municipal corporation (hereinafter "City"), and the County of Monterey, California, (the "County"), collectively the "Parties."

RECITALS

WHEREAS, the City proposes to construct roadway and intersection improvements, including two roundabouts, on Bardin Road, East Alisal Street, Sconberg Parkway, and Alisal Road (the "Roundabout"); and

WHEREAS, a portion of the Roundabout along Alisal Road lies outside the City limits and within unincorporated County Right-of-Way; and

WHEREAS, the COUNTY requested the City include within the scope of its work rehabilitation of the pavement for a 702-foot portion of Alisal Road ("Pavement Rehabilitation") that lies within the unincorporated County Right-of-Way and south of the proposed Roundabout. (The Pavement Rehabilitation and Roundabout are collectively referred to herein as the "Project").

WHEREAS, the City estimates the Pavement Rehabilitation construction costs to be approximately \$535,000.

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED in consideration of the foregoing recitals and the mutual goals and objectives contained herein, the Parties agree as follows:

1. County Reimbursement of City Costs:

The County shall reimburse the City the actual construction costs for the Pavement Rehabilitation and soft costs associated therewith, the total of which is estimated to be \$535,000 as agreed to per Exhibit A and shown on Exhibit B1. The City shall notify the County when actual costs have reached \$500,000.

2. Payment of Invoices:

Invoices for reimbursement shall be submitted to the COUNTY on a quarterly basis and shall contain all necessary supporting documentation and detail in a form acceptable to the COUNTY, including but not limited to invoices, and any conditional and unconditional waivers. COUNTY shall have the right to review and confirm that the invoices submitted by the CITY for reimbursement are in conformance with the terms of this Agreement prior to forwarding to the County Auditor-Controller. Payments will be made within 45 days of receipt of complete invoices (which have been determined to conform to the terms of this Agreement by the Resource Management Agency – Public Works) by the County Auditor-Controller.

3. County Utility Obligations:

The County shall coordinate and confirm all utilities within the Project area. The County shall verify that all known utilities are shown accurately. The County shall pothole excavate any utility conflicts, known and unknown, prior to the start of construction.

4. City Inspection Obligations:

The City shall be responsible for providing construction inspection services associated with construction of the Project. Quality assurance inspections provided by the County shall be coordinated with the City Inspector and City hired Construction Manager.

5. County Encroachment Permit Obligations:

The County shall provide a no fee encroachment permit to the City for work to be done within the County's jurisdiction throughout the duration of the construction project.

6. Ongoing Maintenance Obligations:

a. County Maintenance Obligation: The County accepts all future maintenance responsibility of the Pavement Rehabilitation as shown on Exhibit B2.

b. City's Maintenance Obligation: The City accepts all future maintenance responsibility of the entire Roundabout. The City's future maintenance obligation specifically includes all portions of the Roundabout that lie within the County. Such maintenance to be performed by the City shall be at a level that meets the standards for roads within the City, but in no event less than standard provided by the County for county roads. The City accepts all landscape maintenance and irrigation maintenance in the bioretention basins; striping, signing and street lighting as shown on the Landscape Plan of the Construction Plans and as shown on Exhibit B2 attached and incorporated by this reference. All City maintenance obligations within the County jurisdiction shall be done with no encroachment permit requirement from the County.

7. Indemnity:

a. County's Indemnity Obligation: The County shall fully defend, indemnify and hold the City, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the County's ongoing maintenance obligations of the Pavement Rehabilitation.

b. City's Indemnity Obligation: The City shall fully defend, indemnify and hold the County, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the construction of the Project, including but not limited to the City's design, engineering, execution of the work, maintenance, or otherwise resulting from the conduct of City employees, agents, contractors, or others in connection with the Project or the City's ongoing maintenance obligations of the Roundabout.

8. Insurance:

The City shall require a commercial and general liability and automobile liability policies provided by any contractors or subcontractors performing work on the Bardin Road Safe Route to School Project naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the contractors' or

subcontractors' work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County.

9. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as follows:

City of Salinas

Attn: David Jacobs, Public Works Director

City of Salinas

Public Works Department

200 Lincoln Ave.

Salinas, California 93901

County of Monterey

Attn: Randy Ishii, Chief of Public Works

Monterey County Resource Management Agency

1441 Schilling Place, 2nd Floor

Salinas, California 93901


(831) 784-5647

IshiiR@co.monter.ca.us

10. Further Acts and Assurances:

The Parties agree to execute, acknowledge and deliver any and all additional papers documents and other assurances, and shall 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.

CITY OF SALINAS

BY: 
Joe Gunter
Mayor, City of Salinas

DATE: 4-16-20

COUNTY OF MONTEREY


BY: _____
Chris Lopez
Chair, Monterey County
Board of Supervisors

DATE: _____

APPROVED AS TO FORM:

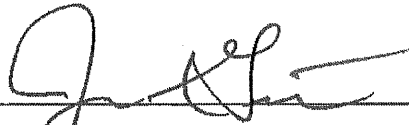
BY: _____
Mary Grace Perry, Deputy County Counsel

DATE: _____

BY: 
Christopher A. Callihan, City Attorney

DATE: 4/16/2020

CITY OF SALINAS

BY: 
Joe Gunter
Mayor, City of Salinas

DATE: 4-16-20

COUNTY OF MONTEREY

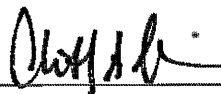
BY: _____
Chris Lopez
Chair, Monterey County
Board of Supervisors

DATE: _____

APPROVED AS TO FORM:

BY: Mary Grace Perry, Deputy
Digitally signed by Mary Grace Perry, Deputy
Date: 2020.05.18 16:31:41 -07'00'
Mary Grace Perry, Deputy County Counsel

DATE: May, 18, 2020

BY: 
Christopher A. Callihan, City Attorney

DATE: 5/16/2020

City of Salinas Bardin Road Safe Routes to School

Engineer's Opinion of Probable Construction Cost - Schedule C County Incurred Costs

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	1	LS	\$20,000.00	\$20,000
2	Prepare Water Pollution Control Program	1	LS	\$10,000.00	\$10,000
3	Construction Area Signs	1	LS	\$5,000.00	\$5,000
4	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000
5	Traffic Control System	1	LS	\$10,000.00	\$10,000
6	Construction Site Management ⁽¹⁾	1	LS	\$10,000.00	\$10,000
7	Roadway Excavation	8	CY	\$50.00	\$400
8	Remove Pavement Section (0.53' AC)	2,233	SY	\$10.00	\$22,330
9	Hot Mix Asphalt (Type A) (12" Plug)	3	TON	\$200.00	\$600
10	Hot Mix Asphalt (Type A) (Pavement Rehab)	550	TON	\$150.00	\$82,500
11	Hot Mix Asphalt (Type B)	687	TON	\$170.00	\$116,790
12	Cement (Full Depth Reclamation Cement)	34	CY	\$500.00	\$17,000
13	Full Depth Reclamation (FDR-C)	4,213	SY	\$25.00	\$105,325
14	Stress Absorbing Membrane Interlayer	4,213	SY	\$4.00	\$16,852
15	Adjust Utility to grade (FDR Section)	0	EA	\$600.00	\$0
16	Minor Concrete (Curb and Gutter)	20	LF	\$60.00	\$1,200
17	Minor Concrete (Sidewalk)	110	SF	\$22.00	\$2,420
18	Curb Ramp (Caltrans Case C)	2	EA	\$5,000.00	\$10,000
19	Detectable Warning Surface	30	SF	\$10.00	\$300
20	Thermoplastic Traffic Stripe (Yellow)	2,350	LF	\$5.00	\$11,750
21	Thermoplastic Traffic Stripe (White)	2,512	LF	\$5.00	\$12,560
22	Thermoplastic Pavement Marking (White) (Arrows)	45	SF	\$6.00	\$270
23	Thermoplastic Pavement Marking (White) (Bike Lane)	11	SF	\$6.00	\$63
24	Thermoplastic Pavement Marking (White) (55 MPH)	38	SF	\$6.00	\$228
Schedule C Subtotal					\$460,588
10% Contingency					\$46,059
Schedule C Total					\$506,647
25	Project Administration Fee ⁽²⁾			PERC 1.5%	\$7,600
26	Administration Overhead Fee ⁽³⁾			PERC 5%	\$5,000
27	Construction Management Fee ⁽⁴⁾			PERC 3%	\$15,200
Total of County Incurred Cost					\$534,447

⁽¹⁾ Includes street sweeping, dust control, and general site clean-up which were concerns presented by the adjacent farmer.

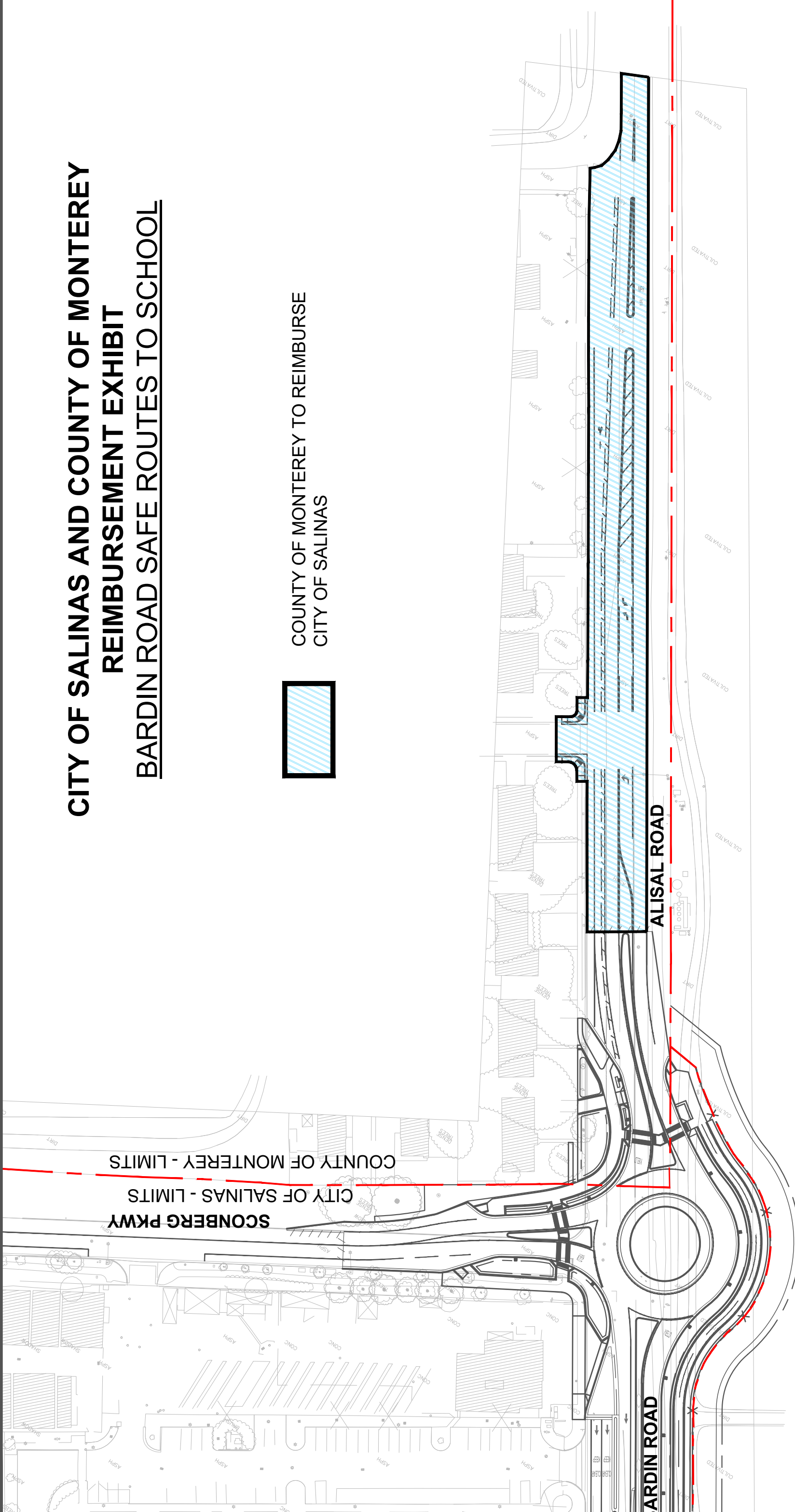
⁽²⁾ Federally funded project includes administration for certified payroll compliance and general administration.

⁽³⁾ Typically taken as 15% of all Citywide CIP Project and not to exceed \$50k per year. Take as a percentage of overall project price, Schedule C is approximately 5% of total project based on estimate provided by Kimley Horn. Fee applied as 5% of \$100,000 due to be a 2-year project.

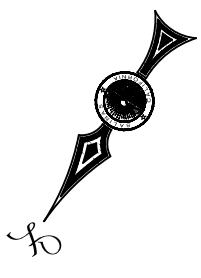
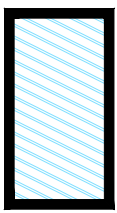
⁽⁴⁾ Includes coordination between CM and Inspector of Schedule A & B. Testing and staking applied to percentage which is to be provided by County.

CITY OF SALINAS AND COUNTY OF MONTEREY REIMBURSEMENT EXHIBIT

BARDIN ROAD SAFE ROUTES TO SCHOOL

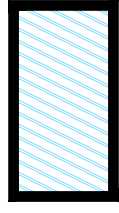


COUNTY OF MONTEREY TO REIMBURSE
CITY OF SALINAS

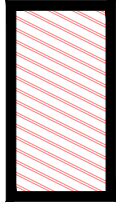


CITY OF SALINAS AND COUNTY OF MONTEREY MAINTENANCE EXHIBIT

BARDIN ROAD SAFE ROUTES TO SCHOOL



MONTEREY COUNTY'S MAINTENANCE OBLIGATION



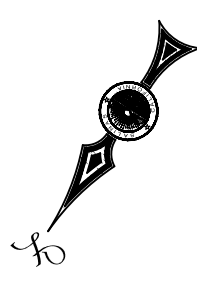
CITY'S MAINTENANCE OBLIGATION

CITY OF SALINAS - LIMITS
COUNTY OF MONTEREY - LIMITS

SCONBERG PKWY

BARDIN ROAD

ALISAL ROAD



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