

Attachment A

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF MONTEREY AND THE CITY OF SALINAS FOR THE CONSTRUCTION EFFORTS ON THE EAST LAUREL PEDESTRIAN IMPROVEMENTS PROJECT

This Memorandum of Understanding (MOU) regarding the East Laurel Pedestrian Improvements Project (PROJECT) is made and entered into by and between the COUNTY OF MONTEREY, hereinafter “COUNTY” and the CITY OF SALINAS, a California charter city and municipal corporation, hereinafter “CITY”, and each as “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, the COUNTY and the CITY are interested in working collaboratively together to construct the PROJECT; and

WHEREAS, the CITY has funded one hundred percent (100%) of the design and the environmental review (Initial Study/Mitigated Negative Declaration [IS/MND]) pursuant to the California Environmental Quality Act (CEQA) for this PROJECT; and

WHEREAS, the PROJECT is part of the COUNTY’s Capital Improvement Program and COUNTY has identified funds to fund that portion of the PROJECT improvements fronting County property; and

WHEREAS, the COUNTY seeks assistance from the CITY to provide project management staff to perform the design, permitting, bid/award, construction management and related administrative efforts; and

WHEREAS, the CITY estimates the work to occur within the COUNTY’s portion of the PROJECT to cost approximately \$204,000 as reflected in the engineer’s estimate prepared for the City of Salinas – Laurel Drive Pedestrian Improvements – Total Estimated Cost Within Monterey County Property – 95% Opinion of Probable Cost, prepared by Kimley-Horn & Associates, August 7, 2019, which is attached as Exhibit B and incorporated by this reference.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this MOU and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose. The Parties agree:

- 1.1. The PROJECT is a pedestrian improvement project intended to increase pedestrian safety along East Laurel Drive. The East Laurel Drive Pedestrian Improvements in the City of Salinas - Project Improvements Within County Property, prepared by Kimley-Horn & Associates, February 2019, which is attached and incorporated by

this reference as Exhibit A, shows the alignment and scope for the COUNTY's portion of the PROJECT.

- 1.2. The reimbursement shall include all items in the COUNTY's frontage that have direct benefit to the COUNTY. The engineer's estimate prepared for the City of Salinas – Laurel Drive Pedestrian Improvements – Total Estimated Cost Within Monterey County Property – 95% Opinion of Probable Cost, prepared by Kimley-Horn & Associates, August 7, 2019, which is attached as Exhibit B and incorporated by this reference, lists the items of work and estimated cost for the COUNTY's portion of the PROJECT. . These costs are based on an estimated opinion of probable costs provided by the design engineer Kimley-Horn & Associates.
 - 1.3. The COUNTY agrees to allow the CITY's contractor to utilize the area shown in Exhibit C – Staging Area, which is attached and incorporated by this reference, as a staging area throughout the duration of the PROJECT at no cost to the CITY.
 - 1.4. This MOU is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding related to this alignment.
2. General Principles. The Parties agree that the following General Principles will inform and guide this MOU effort and act as a mandate to perform the PROJECT specified herein:
- 2.1. Staff of each Party shall support this MOU effort in good faith.
 - 2.2. Funding for the PROJECT is expected to be from the COUNTY's funding and the CITY's Measure X bond proceeds.
 - 2.3. The Parties shall not incur costs beyond any established funding commitments or agree to any contract amendments and construction change orders in excess of the previously agreed upon contract contingency amounts and as reflected in Exhibit B. Any increase in costs, beyond the engineer's estimate reflected in Exhibit B, shall be agreed to in advance and in writing by and between both Parties in advance of incurring costs beyond any established funding commitments.
 - 2.4. Upon opening the bids, if the lowest responsible bid is greater than the estimated amount, the Parties must agree in writing on a course of action within 15 working days of said bid opening.
3. Responsibilities of COUNTY and CITY are as follows:
- 3.1. CITY will manage the PROJECT through the Construction Phases, with CITY being responsible for the actual award of the construction contract.
 - 3.2. COUNTY will provide a no fee encroachment permit for work in the COUNTY property.
 - 3.3. COUNTY will reimburse the CITY the actual construction costs which generally consist of street lights, pedestrian lights, rehabilitation of existing path, installation of

an Americans with Disabilities Act (ADA) curb ramp and extension to trail, and minor striping, as shown on Exhibit B and pursuant to Section 2.3.

- 3.4. COUNTY will reimburse CITY for City staff's project management - two percent (2%)/City inspection - three percent (3%) and Citywide administration overhead fee -fifteen percent (15%) which add up to a total of twenty percent (20%) of the estimated construction cost during the Construction Phases as shown on Exhibit B and pursuant to Section 2.3.
- 3.5. CITY will be the CEQA) Lead Agency for the PROJECT.
- 3.6. CITY will advertise, open bids, and award the construction contract for the PROJECT.
- 3.7. CITY will administer the construction contract. CITY costs for construction inspection and administration of the construction contract shall be part of the overall PROJECT costs to be shared by the Parties in accordance with the formula for the PROJECT consistent with Section 1.2 above.
- 3.8. 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 all 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 MOU 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 MOU by the Resource Management Agency – Public Works) by the County Auditor-Controller.
- 3.9. CITY is responsible for coordinating with utility companies should any utilities need to be relocated in advance of construction.
- 3.10. CITY shall defend, indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all claims or actions arising out of or related to CITY's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of COUNTY, its officers, employees or agents.
- 3.11. COUNTY shall defend, indemnify and hold harmless CITY, its officers, employees and agents from and against any and all claims or actions arising out of or related to COUNTY's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of CITY, its officers, employees or agents.
- 3.12. CITY shall incorporate language into the construction contract requiring the contractor to defend, indemnify and hold harmless the CITY and COUNTY, its/their respective officers, employees, and agents from and against any and all claims or actions arising out of or related to the Contractor's performance of the work shown on the plans and the Special Provisions, except to the extent such claims or actions are

the result of the sole negligence of the CITY or COUNTY, its/their respective officers, employees, or agents.

3.13. When CITY delivers the work to COUNTY for COUNTY acceptance, CITY shall represent that title to the work is free of all liens, claims and other defects in title. COUNTY shall accept and thereafter have ongoing responsibility to maintain the portion of PROJECT within COUNTY owned parcel as shown on Exhibit A.

3.14. CITY shall return the staging area shown in Exhibit C – Staging Area to its original condition upon completion of the PROJECT in a condition acceptable to the COUNTY.

4. Contact Information:

COUNTY OF MONTEREY

Randy Ishii, Chief of Public Works
Monterey County Resource Management Agency
1441 Schilling Place, Second Floor
Salinas, California 93901
(831) 784-5647
IshiiR@co.monterey.ca.us

CITY OF SALINAS

David Jacobs, Public Works Director/City Engineer
City of Salinas
200 Lincoln Avenue
Salinas, California 93901
(831) 758-7241
davidj@ci.salinas.ca.us

IN WITNESS WHEREOF, the County of Monterey and the City of Salinas execute this MOU as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Approved as to form:
Leslie J. Girard
County Counsel

By: _____
Carl P. Holm, RMA Director

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

Date: _____

Date: *June 17, 2020*


ATTEST:

Clerk of the Board


Date: _____

CITY OF SALINAS

Approved as to form:

By 

Ray E. Corpuz Jr.
City Manager


By: 

Christopher A. Callihan
City Attorney

Date: June 15, 2020

Date: June 15, 2020

ATTEST:



Patricia M. Barajas, City Clerk

Date: June 16, 2020

Exhibit A



**CITY OF SALINAS
LAUREL DRIVE PEDESTRIAN IMPROVEMENTS**

95% OPINION OF PROBABLE COST

8/7/2019

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

General Notes

1. Assume anchor spacing for boardwalk is two tandem anchors every 10'
2. Assume signal modification is limited to pedestrian adjustments Constitution/Laurel
3. Assume proposed drainage patterns match existing

Basis for Cost Projection:

- No Design Completed
 60% Design
 Pre-Final Design

ITEM	DESCRIPTION OF ITEMS	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	MOBILIZATION (5% OF BID)	1	LS	\$ 7,500.00	\$ 7,500.00
2	CLEARING AND GRUBBING; COMPLETE-IN-PLACE (2% OF BID)	1	LS	\$ 3,000.00	\$ 3,000.00
3	FURNISH AND INSTALL TRAFFIC CONTROL SYSTEM; COMPLETE IN-IN-PLACE (5% OF BID)	0	LS	\$ 7,500.00	\$ -
4	FURNISH AND INSTALL TEMPORARY CONSTRUCTION AREA SIGNS; COMPLETE-IN-PLACE	0	LS	\$ 10,000.00	\$ -
5	IMPLEMENTATION OF THE STROM WATER POLLUTION PREVENTION PLAN AND MEASURES; COMPLETE-IN-PLACE	1	LS	\$ 10,000.00	\$ 10,000.00
6	CONSTRUCTION SURVEY AND STAKING; COMPLETE-IN-PLACE	0	LS	\$ 20,000.00	\$ -
7	FURNISH AND INSTALL TRAFFIC SIGNAL MODIFICATIONS; COMPLETE-IN-PLACE	0	LS	\$ 28,000.00	\$ -
8	FURNISH AND INSTALL STREET AND TRAIL LIGHTING; COMPLETE-IN-PLACE	1	LS	\$ 75,000.00	\$ 75,000.00
9	POTHOLING	0	LS	\$ 25,000.00	\$ -
10	PAVEMENT SAWCUT; COMPLETE-IN-PLACE	15	LF	\$ 10.00	\$ 200.00
11	EXISTING FACILITIES; COMPLETE-IN-PLACE	0	LS	\$ 20,000.00	\$ -
12	FURNISH AND INSTALL ROADWAY EMBANKMENT; COMPLETE-IN-PLACE	40	CY	\$ 80.00	\$ 3,200.00
13	FURNISH AND INSTALL CLASS 2 AGGREGATE BASE FOR HMA; COMPLETE-IN-PLACE	0	CY	\$ 55.00	\$ -
14	FURNISH AND INSTALL HOT MIX ASPHALT CONCRETE (HMA); COMPLETE-IN-PLACE	310	TON	\$ 95.00	\$ 29,500.00
15	FURNISH AND INSTALL CONCRETE TYPE "C" CURB AND GUTTER; COMPLETE-IN-PLACE	15	LF	\$ 35.00	\$ 600.00
16	FURNISH AND INSTALL MODIFIED CONCRETE TYPE "C" CURB AND GUTTER; COMPLETE-IN-PLACE	0	LF	\$ 38.00	\$ -
17	FURNISH AND INSTALL CONCRETE SIDEWALK; COMPLETE-IN-PLACE	500	SF	\$ 56.00	\$ 28,000.00
18	FURNISH AND INSTALL MODIFIED CONCRETE SIDEWALK; COMPLETE-IN-PLACE	0	SY	\$ 58.00	\$ -
19	FURNISH AND INSTALL CONCRETE SIDEWALK WITH HANDRAIL; COMPLETE-IN-PLACE	0	SY	\$ 135.00	\$ -
20	FURNISH AND INSTALL TIMBER BOARDWALK; COMPLETE-IN-PLACE	0	SF	\$ 125.00	\$ -
21	FURNISH AND INSTALL HELICAL ANCHORS; COMPLETE-IN-PLACE	0	EA	\$ 3,000.00	\$ -
22	FURNISH AND INSTALL ADA PEDESTRIAN ACCESS RAMP; COMPLETE-IN-PLACE	1	EA	\$ 3,500.00	\$ 3,500.00
23	FURNISH AND INSTALL CONCRETE SCUPPER; COMPLETE-IN-PLACE	0	EA	\$ 5,000.00	\$ -
24	FURNISH AND INSTALL BENCHES AND SIGNAGE; COMPLETE-IN-PLACE	0	LS	\$ 10,000.00	\$ -
SUBTOTAL					\$ 160,500.00
CONTINGENCY - 5%					\$ 8,025.00
TOTAL					\$ 170,000.00
City Inspection (3%) and Project Management (2%)					5% \$ 8,500.00
City-Wide Administrative Overhead (15%) (Internal Charge to All City CIPs)					15% \$ 25,500.00
TOTAL ESTIMATED COST WITHIN MONTEREY COUNTY PROPERTY					\$ 204,000.00

Exhibit B

GENERAL NOTES

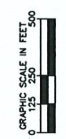
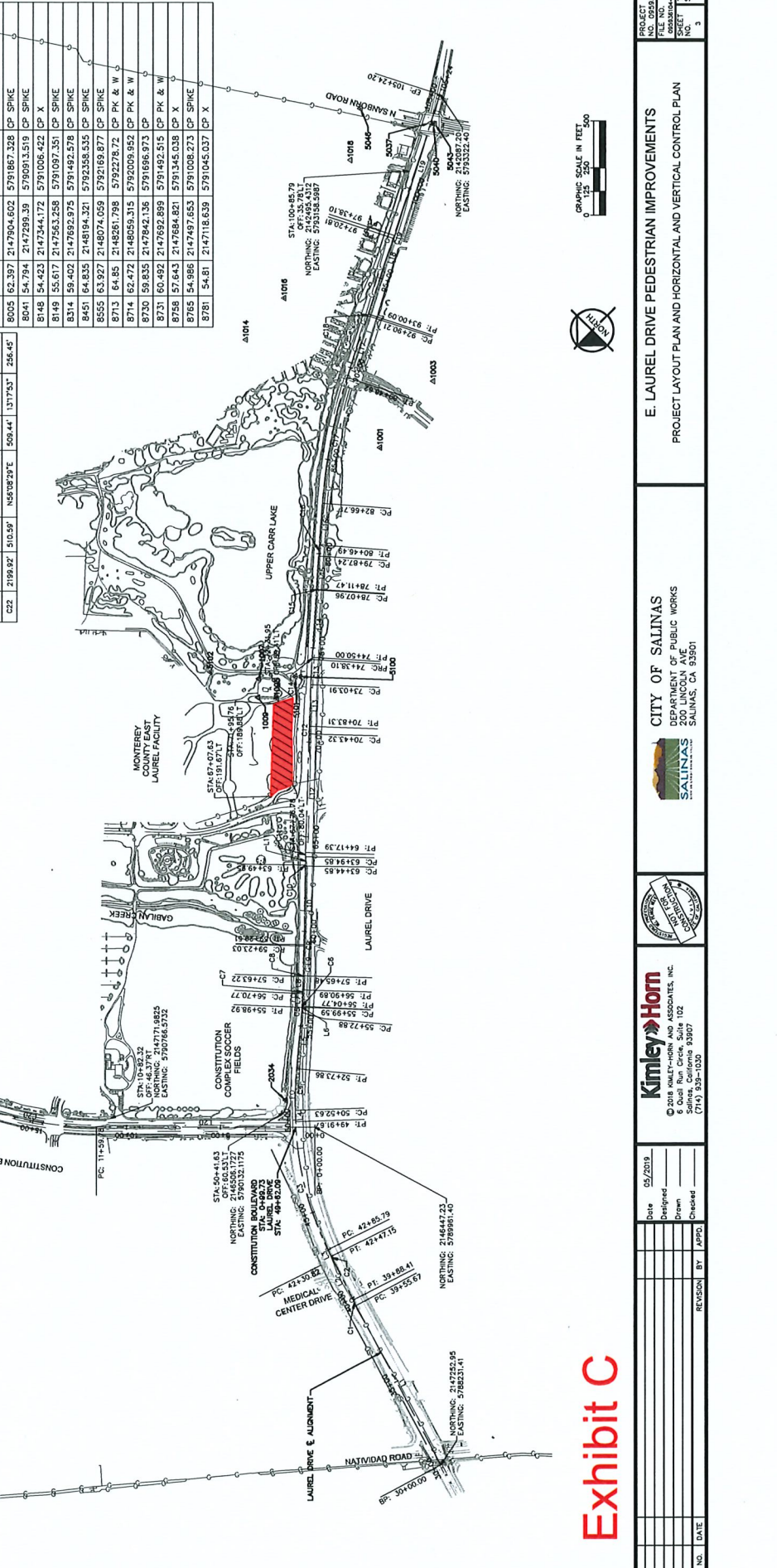
1. SEE SHEETS 5 TO 7 FOR LAUREL DRIVE FLOWLINE ALIGNMENT DETAILS



LINE LENGTH	BEARING	CHORD BEARING	CHORD	DELTA	TANGENT				
L1	956.67	S72°34'42.98"E	C1	1650.00'	32.74'	1081.27'	18.37'		
L2	242.41	S71°20'30.09"E	C2	1650.00'	32.74'	1081.27'	18.37'		
L3	38.64	S70°32'28.32"E	C3	1650.00'	32.74'	1081.27'	18.37'		
L4	60.96	S47°21'47.65"E	C4	1600.00'	221.23'	221.09'	702.31'	110.79'	
L5	299.02	S39°19'16.07"E	C5	500.00'	26.03'	540°48'47"E	26.03'	259.00'	13.02'
L6	0.67	S45°18'16.84"E	C6	500.00'	5.18'	S42°02'02"E	5.18'	0.5333'	2.86'
L7	46.03	S41°42'40.77"E	C7	1000.00'	20.11'	S42°17'16"E	20.11'	1.0939'	10.68'
L8	72.33	S42°51'49.11"E	C8	2000.00'	2.26'	S42°33'45"E	2.26'	103.53'	1.13'
L9	107.55	S42°55'41.82"E	C9	500.00'	6.48'	S43°17'58"E	6.48'	944.33'	3.24'
L10	415.34	S43°40'15.02"E	C10	2000.00'	5.10'	S43°55'52"E	5.10'	0.0948'	2.95'
L11	44.89	S43°12'28.64"E	C11	2000.00'	22.54'	S43°12'08"E	22.54'	0.3845'	11.27'
L12	625.93	S42°32'43.78"E	C12	5000.00'	39.99'	S42°38'59"E	39.99'	0.72730'	20.00'
L13	208.60	S42°25'14.05"E	C13	5000.00'	134.18'	S41°39'09"E	134.18'	135.16'	67.10'
L14	302.85	S41°01'09.47"E	C14	5000.00'	11.90'	S40°37'04"E	11.90'	0.0811'	5.85'
L15	175.77	S40°38'44.34"E	C15	5000.00'	3.52'	S40°39'37"E	3.52'	0.0222'	1.76'
L16	200.22	S40°18'00.96"E	C16	5000.00'	59.24'	S40°38'37"E	59.24'	2.9644'	29.62'
L17	543.59	S39°23'13.92"E	C17	2800.00'	679.91'	S39°20'37"E	679.24'	1.35446'	341.64'
L18	430.72	S28°11'54.77"E	C18	3000.00'	9.88'	S28°17'34"E	9.88'	0.1119'	4.94'
L19	788.11	S28°31'43.12"E	C19	3000.00'	17.28'	S28°21'49"E	17.28'	0.1948'	8.64'
L20	1159.78	N45°32'31.93"E	C20	1799.83'	723.39'	N57°03'13"E	717.55'	2.33943'	366.12'
L21			C21	2398.91'	748.31'	N59°01'19"E	744.63'	1.93332'	402.86'
L22	2199.92'	S10°39'	C22	2199.92'	510.59'	N55°08'29"E	509.44'	1317.93'	256.45'

POINT	ELEV.	NORTHING	EASTING	DESCRIPTION
501	53.93	214704.015	5790649.389	CP
1001	70.53	21435642.21	5792237.59	FD 1.5" AL. CAP IN WELL
1003	70.64	2143193.64	5792281.84	FD 1.5" AL. CAP IN WELL
1005	50.5	2144971.08	5791985	FD 1" IP PL. CAP ILL
1007	49.84	2144964.24	5791836.61	FD 1" IP
1009	51.9	2145038.42	5791769.07	FD 1" IP
1014	75.53	214374.95	5793143.68	FD 1.5" AL. TAG IN WELL
1016	66.52	21434.54	5793152.68	FD 1.5" AL. TAG IN WELL
1018	85.22	2143668.57	5793471.1	FD 1.5" AL. TAG IN WELL
2034	54.814	2146452.6985	5790171.3826	SURVEY CONTROL POINT
5021	70.97	2142568.79	5790659.01	CP PK. & W
5023	82.16	2142229.79	5790252.13	FD 1.5
5040	81.86	2142271.91	5793239.6	FD 1.5
5043	81.38	2142271.11	5793231.98	FD 1.5
5046	86.17	2142436.48	5793571.24	FD 1.5
5101	52.11	2144803.26	5791688.14	FD 1.5
5101	52.11	2144803.26	5791706.97	FD BENT 11P/GEASE
5102	46.05	2145119.61	5792045.43	FD 1.5P
8000	60.814	2143904.375	5792411.956	FD PK. & W
8005	62.397	2147904.622	5791667.328	CP SPIKE
8041	54.784	2147299.39	5790913.019	CP SPIKE
8148	54.423	2147344.172	5791006.422	CP X
8149	55.617	2147563.258	5791097.351	CP SPIKE
8314	59.402	2147692.975	5791492.578	CP SPIKE
8451	64.835	2148194.321	5792358.535	CP SPIKE
8555	63.927	2148074.059	5792169.877	CP SPIKE
8713	64.85	2148561.798	5792278.72	CP PK. & W
8714	62.472	2148559.315	5792009.952	CP PK. & W
8730	59.835	2147842.136	5791696.973	CP
8731	60.492	2147692.899	5791492.515	CP PK. & W
8758	57.643	2147684.821	5791345.038	CP X
8765	54.986	2147497.653	5791008.273	CP SPIKE
8781	54.81	2147118.639	5791045.037	CP X

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E. LAUREL DRIVE PEDESTRIAN IMPROVEMENTS
PROJECT LAYOUT PLAN AND HORIZONTAL AND VERTICAL CONTROL PLAN

CITY OF SALINAS
DEPARTMENT OF PUBLIC WORKS
200 LINCOLN AVE
SALINAS, CA 93901



Kimley-Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
6 Quail Run Circle, Suite 102
Salinas, California 93907
(408) 393-1038

NO.	DATE	REVISION	BY	APP'D

Date: 05/20/19
Designed: _____
Drawn: _____
Checked: _____

PROJECT NO. 09538104
SHEET NO. 3
TOTAL SHEETS 51

Exhibit C