

# Attachment A

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# MEMORANDUM OF UNDERSTANDING

## BETWEEN THE COUNTY OF MONTEREY AND THE CITY OF GONZALES FOR THE PLANNING, DESIGN AND BID/AWARD PHASE EFFORTS ON THE GLORIA ROAD/IVERSON ROAD PAVEMENT REHAB PROJECT

This Memorandum of Understanding (MOU) regarding the Gloria Road/Iverson Road Pavement Reconstruction Project (PROJECT) is made and entered into by and between the COUNTY OF MONTEREY, hereinafter called, "COUNTY" and the CITY OF GONZALES, hereinafter called, "CITY", and each as "Party" and collectively as the "Parties".

### RECITALS:

WHEREAS, the COUNTY and the CITY are interested in a partnership to design, publicly bid and construct the PROJECT; and

WHEREAS, the PROJECT is part of the COUNTY's Capital Improvement Program and COUNTY has identified funds for its proportional share of the PROJECT.

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

WHEREAS, The CITY recently delivered the Alta Street Pavement Rehabilitation Project and therefore has experience with the design, budgeting, permitting, bidding and other efforts related to overseeing a major roadway project; and

WHEREAS, both Parties pledge to work together to deliver this project to completion.

**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 roadway reconstruction project not intended to increase the footprint of the roadway. Exhibit A to this MOU (Harris & Associates, November 2018) shows the expected alignment and limits for the PROJECT.
- 1.2. To determine the pro-rata share for funding the PROJECT based on the cost of the roadway reconstruction and related improvements in each Party's respective jurisdiction.
- 1.3. To collaborate on the design standards, geometric layout, pavement design, drainage improvements and other elements for the PROJECT.
- 1.4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding related to this roadway alignment.

2. General Principles. The Parties agree that the following General Principles will inform and guide the Memorandum of Understanding effort and act as a mandate to perform the roadway reconstruction project specified herein:
  - 2.1. Staff at each Party shall support in good faith the Memorandum of Understanding effort.
  - 2.2. Funding for the PROJECT is expected to be from COUNTY, CITY, and mitigation monies from the Salinas Valley Solid Waste Authority (SVSWA).
  - 2.3. CITY will coordinate with the SVSWA on the Roadway Mitigation funding contribution for the PROJECT as established in the November 1, 2007 MOU between SVSWA and the City.
  - 2.4. Parties shall not incur costs beyond any established funding commitments or agree to any contract amendments and construction change orders in excess of previously agreed contract contingency amounts, prior to their execution. Any increase in costs shall be mutually agreed to in advance in writing by the Parties.
  - 2.5. A Construction Quality Management Plan shall be developed during the design phase that describes how construction management, quality control, quality assurance, specialty inspections and project close-out/acceptance will be performed during construction.
  - 2.6. Upon opening the bids, if the lowest responsible bid is greater than the combined funding commitment, the Parties must develop and agree in writing on a course of action within 15 working days. If no agreement is reached within 30 working days, the COUNTY shall not award the construction contract.
  
3. Responsibilities of COUNTY and CITY are as follows:
  - 3.1. CITY will manage the PROJECT through the Design and Bid/Award Phases, with COUNTY being responsible for the actual award of the construction contract.
  - 3.2. COUNTY will reimburse CITY for City staff's project management efforts during the Design and Bid/Award Phases based on the pro-rata formula for the PROJECT.
  - 3.3. CITY will engage Harris & Associates under a contract Task Order to design and permit the PROJECT under their "City Engineering Support".
  - 3.4. CITY will be the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and COUNTY will reimburse CITY for CEQA compliance related costs based on the pro-rata formula for the PROJECT consistent with Section 1.2 above.
  - 3.5. COUNTY and CITY will each be responsible for obtaining any additional easements or right-of-way within their respective jurisdictions necessary for the construction of the PROJECT.

- 3.6. COUNTY will advertise, open bids, and award the construction contract for the PROJECT.
- 3.7. COUNTY will administer the construction contract. COUNTY 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 pro-rata 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 time cards, 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 and COUNTY are responsible for coordinating with utility owners within their respective jurisdiction 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, employee or agents.
- 3.12. COUNTY shall incorporate language into the construction contract requiring the contractor to defend, indemnify and hold harmless the COUNTY and CITY, its 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 COUNTY or CITY, its officers, employees, or agents.
- 3.13. When COUNTY delivers the work to CITY for CITY acceptance, COUNTY shall represent that title to the work is free of all liens, claims and other defects in title. CITY shall accept and thereafter have ongoing responsibility to maintain the portion of PROJECT within CITY limits.

4. Contact Information

COUNTY OF MONTEREY

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

CITY OF GONZALES

Patrick Dobbins, Public Works Director/City Engineer  
City of Gonzales  
PO Box 647 / 147 Fourth Street  
Gonzales, CA 93926  
(831) 675-5000 city hall  
(831) 324-2320 cell phone  
*PDobbins@ci.Gonzales.ca.us*

**IN WITNESS WHEREOF**, the County of Monterey and the City of Gonzales execute this Agreement:

**COUNTY OF MONTEREY**

Approved as to form and legality:  
Charles J. McKee  
County Counsel-Risk Manager

By \_\_\_\_\_  
Carl Holm, RMA Director

By \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

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

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

**CITY OF GONZALES**

Approved as to form and legality:

By \_\_\_\_\_  
René Mendez  
City Manager

By: \_\_\_\_\_  
Michael F. Rodriguez  
City Attorney

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

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

ATTEST:

\_\_\_\_\_  
René Mendez, City Clerk



SVSWA  
Landfill

Iverson Road

Gloria Road

Gonzales