

AGREEMENT BETWEEN THE CITY OF VALLEJO AND THE COUNTY OF SOLANO REGARDING SIDEWALK IMPROVEMENTS AND ROAD MAINTENANCE TREATMENTS

This Agreement is made and entered into on the date last written below, by and between the City of Vallejo, a charter city (City), and the County of Solano, a political subdivision of the State of California (County), with reference to the following facts:

1. The City and County have various sidewalks and pedestrian paths that cross jurisdictional boundaries, in and around Benicia Road, Glen Cove, Homeacres Subdivision, and Starr Subdivision .(“Cross Jurisdictional Areas”)
2. The City and County each need to replace various sections of aged sidewalks and install new sidewalks where gaps exist within the Cross Jurisdictional Areas.
3. The City and County wish to cooperate to deliver a sidewalk improvement project (Sidewalk Project) in 2020 that will improve pedestrian access and enhance safety in the Cross Jurisdictional Areas.
 - a. The Sidewalk Project improvements are estimated to cost approximately \$1.1 million for the County and \$475,000 for the City.
4. The County performs annual chip seal road maintenance treatments and is planning to treat roads in the greater Vallejo area in 2020-2021 (Chip Seal Project).
5. Staff from the City and County have reviewed pavement conditions in various areas of the City and determined that chip seal is recommended on approximately 3 miles of City roads, including portions of Benicia Road, South Regatta Drive, and Columbus Parkway (“City Portion”).
6. The City and County wish to cooperate to deliver chip seal road maintenance treatments (Chip Seal Project) in the greater Vallejo area in 2020-2021 that will improve the pavement conditions in these areas.
 - a. The City Portion of the Chip Seal Project is estimated to cost approximately \$195,000 (\$65,000/mile) for the City.

In consideration of the foregoing facts it is agreed as follows:

With regards to the Sidewalk Project:

1. The County shall:
 - a. Design the sidewalk improvements, which will consider the following general design features:
 - i. Concrete sidewalks that meet the City’s standards.

- ii. Drainage capture and features that meet the City's design standards.
 - iii. New wayfinding signs, paint, and other minor appurtenant highway facilities.
 - b. Solicit design review comments from the City on Sidewalk Project features within the City's jurisdiction.
 - c. Environmentally clear the project, which will include a CEQA determination/filing, as well as, acquiring or obtaining any applicable permits by resource agencies.
 - d. Coordinate any necessary utility relocation work.
 - e. Provide the City an updated Engineer's Estimate and funding plan for review prior to soliciting construction bids.
 - f. Solicit, award, and execute a construction contract to the lowest responsive and responsible bidder.
 - g. Administer the construction contract, which includes engineering, surveying, inspection oversight, and payment to the contractor of the contract work.
 - h. Provide invoices and copies of pertinent documents to the City.
 - i. Provide the Notice of Completion and as-built drawings to the City at project completion.
2. The City shall:
- a. Review and approve the draft designs provided by the County for the City Portion.
 - i. Design changes/requests cannot create costs beyond those approved in this Agreement without the prior written consent of each Party.
 - b. Provide a no-fee encroachment permit for the County and the Sidewalk Project contractor to operate within the City's right of way.
 - c. Sign, as co-applicant, any permits that are necessary for the Sidewalk Project work.
 - d. Assist the County with any utility relocation coordination (if necessary).
 - e. Review and comment on the County's updated Engineer's Estimate and funding plan prior to solicitation of bids.
 - f. Provide timely inspection of the work, in coordination with the County and the construction schedule.
 - g. Pay to the County 29% (City estimated cost share %) of the County's total costs of design, environmental clearance, permitting, and bidding for the Sidewalk Project, with the City's share not to exceed \$50,000.
 - h. Pay to the County all construction costs directly related to the work done in the City's jurisdiction, not to exceed \$425,000 without prior written consent of the City.
 - i. City will pay 29% of all joint construction contract costs, such as mobilization, traffic control, storm water pollution controls, etc.
 - i. Pay the County's invoices within 60 days of receipt.

With regards to the Chip Seal Project:

3. The County shall:
- a. Provide traffic control with pilot car for single lane closures during work, including appropriate signs and flagging.

- b. Chip seal the road surface using County Operations crew, equipment, and materials and using the same standards and methods used on County roads.
- c. Broom/sweep the chip seal surfaces in the first 1-2 days after placement of the chip seal.
- d. Apply painted striping on the chip seal within the first (1st) week after placement of the chip seal.
- e. Perform work and provide materials that are similar to the County's chip seal work on unincorporated roads.
- f. Provide invoices for all labor, materials, and equipment costs, with copies of pertinent documents, to the City for review and payment.

4. The City shall:

- a. Provide a no-fee encroachment permit for the County and the project contractor to operate within the City's rights of way.
- b. Sign, as co-applicant, any permits that are necessary for the project work.
- c. Perform preparatory work (blade patch and crack seal) to City road surfaces in advance of chip seal work.
- d. Provide timely inspection of the work, in coordination with the County and the construction schedule
- e. Broom/sweep the chip seal surfaces, in coordination with the County, using the City's equipment during placement and 2-3 times in the first month after placement of the chip seal.
- f. Provide City crew, in coordination with the County, to sweep sidewalk/curb/gutter areas during and immediately after chip seal placement.
- g. Pay to the County the County's total costs for the services provided by the County for the Chip Seal Project, not to exceed \$195,000 without prior written consent of the City.
- h. Pay the County's invoice(s) within 60 days of receipt.

5. County to indemnify City

County agrees to defend and indemnify City, its agents, officers and employees (collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Section. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

6. City to indemnify County

City agrees to defend and indemnify the County, its agents, officers and employees (collectively referred to in this paragraph as "County") from any claim, action or proceeding against County, arising out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Section. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. Contractor

City understands that the construction work will be done by a third-party contractor under County's sole and exclusive supervision. The County will require the contractor to indemnify both City and County and to add both City and County as additional insureds as a requirement of the construction contract.

9. This Agreement does not create a partnership or joint venture between the parties, nor does it create a possessory or ownership interest outside of an agency's jurisdiction.

10. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year last written below.

CITY OF VALLEJO

COUNTY OF SOLANO

Terrance Davis
Director of Public Works

Bill Emlen
Director of Resource Management

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Deputy City Attorney

Lori Mazzella
County Counsel