

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2025, by and between the City of Clovis, a municipal corporation ("City"), and the County of Fresno, a political subdivision of the State of California ("County"), (hereinafter collectively referred to as the "Parties") to define the responsibilities and obligations of the aforementioned Parties for the placement of asphalt concrete overlay and the performance of other improvements along Gettysburg Avenue.

RECITALS:

WHEREAS, segments of Gettysburg Avenue, specifically between Sierra Vista and Clovis Avenues (hereinafter the "Project Limits") are located across City/County jurisdictional boundaries as shown on **Exhibit A** attached hereto and incorporated by reference herein, with twenty-three-point five percent (23.5%) of the total Project costs located within the jurisdiction of County and the remaining seventy-six-point five percent (76.5%) of the total Project costs located within the jurisdiction of City; and

WHEREAS, the contemplated improvements generally consist of milling the road surface, placing a hot mix asphalt overlay, and constructing Americans with Disabilities Act ("ADA") compliant curb ramps within the Project Limits (hereinafter the "Project"); and,

WHEREAS, City and County, while maintaining their respective jurisdictions, recognize it will be to their mutual benefit to complete the Project as a cooperative endeavor; and

WHEREAS, the Project will be primarily funded through federal funding sources, specifically through a federal Surface Transportation Block Grant ("STBG"), and local funding sources; and

WHEREAS, City and County will each contribute the resources, financial or otherwise, necessary to fully fund the Project; and

WHEREAS, preliminary engineering (PE), construction engineering (CE), and construction (CON), are necessary to complete the Project; and

WHEREAS, the STBG requires that the Parties use local funds to match eleven and

1 forty-seven hundredths percent (11.47%) of the actual cost of the CE and CON necessary
2 to complete the Project; and

3 WHEREAS, the Parties intend, by entering into this Agreement, to establish the
4 terms and conditions of their cooperative approach regarding completion of this Project.

5 NOW, THEREFORE, in consideration of the mutual acknowledgments, covenants,
6 and conditions herein contained, it is hereby agreed as follows:

7 1. Each and all of the foregoing recitals of background facts are incorporated
8 herein.

9 2. The Project shall be performed and administered by City or its agents thereof
10 and shall be constructed under a single CON contract.

11 3. Upon completion of Project, each Party's jurisdictional and maintenance
12 responsibilities shall remain unchanged from those which existed prior to completion of the
13 Project except as modified through any street maintenance agreement entered into
14 between City and County.

15 4. Adjustment or modification of any utility facilities owned and operated by City
16 shall be performed by City at no cost to County, regardless of which Party has jurisdiction
17 over the location within which such facilities are situated.

18 5. A preliminary engineer's estimate is attached hereto as "**Exhibit B**" and is
19 incorporated herein by this reference. It is acknowledged by the Parties hereto that **Exhibit**
20 **B** is a preliminary estimate for reference only and does not reflect the exact quantities nor
21 does it necessarily show each bid item that will be reflected on the final bid forms for the
22 Project. In the event of conflict between the amounts shown on **Exhibit B** and the
23 provisions in the text of this Agreement, the provisions in the text of this Agreement shall
24 control and shall be applied in lieu of such conflicting amounts shown on **Exhibit B**.

25 6. As the Project is refined and further developed, **Exhibit B** shall be revised
26 accordingly to reflect the estimated cost pursuant to such modifications and refinements as
27 may be implemented, and, for purposes of this Agreement, the current version of **Exhibit B**
28 shall be defined as the most recent version of **Exhibit B** that has been prepared by the City

1 and approved in writing by the County's Director of Public Works and Planning or designee
2 (hereinafter, "County Director").

3 7. City shall, either with City staff or by contracting with a consultant, provide PE
4 in accordance with the requirements of the funding agencies and all federal, state, and
5 local laws, including:

6 a. Administering California Environmental Quality Act environmental and
7 National Environmental Policy Act compliance.

8 b. Oversight of any consultant(s) employed by City for the design of the
9 Project.

10 c. Preparation and administration of permits necessary for the CON of
11 the improvements.

12 d. Performing the administration for the advertisement, bidding, and
13 award of the Project CON contract.

14 e. Providing design engineering services; including preparation of plans,
15 specifications, and engineer's estimates and other Project documents necessary for the
16 bidding and CON of the Project.

17 8. City shall provide to County, for County's review and approval, plans,
18 specifications, and engineer's estimates, for the work to be performed within County's
19 jurisdiction.

20 9. City shall be exempted from all County fees applicable to the Project including
21 fees for technical assistance, permits, plan checks, and inspections.

22 10. City shall provide CE, including general administration of the CON contract
23 and furnishing all necessary field engineering, inspection, and testing for performance of
24 the CON work. County may, at its option, inspect the CON contractor's work; provided,
25 however, that any costs incurred by County for any such inspection will be borne entirely by
26 County, and those costs will not be included as part of the Project costs upon which the
27 percentage allocation of cost sharing hereunder is determined, nor will such inspection
28 costs be reimbursable through project funding sources.

1 11. County and City shall each be responsible for the actual costs of the County
2 and City obligations in accordance with the provisions of this Agreement.

3 a. County shall be responsible for twenty-three-point five percent
4 (23.5%) of City's actual total PE cost, provided that the County's contribution for PE shall
5 not exceed the County's PE share amount shown on the most current version of **Exhibit B**
6 by more than twenty percent (20%), unless otherwise approved in writing by the County
7 Director.

8 b. County shall be responsible for twenty-three-point five percent
9 (23.5%) of the local funding match required by the STBG which totals eleven and forty-
10 seven hundredths percent (11.47%) of the City's actual total CE cost, provided that the
11 County's contribution for CE shall not exceed the County's CE amount shown on the most
12 current version of **Exhibit B** by more than twenty percent (20%), unless otherwise
13 approved in writing by the County Director.

14 c. County shall be responsible for twenty-three-point five percent
15 (23.5%) of the local funding match required by the STBG which totals eleven and forty-
16 seven hundredths percent (11.47%) of the City's actual total CON cost, provided that the
17 County's contribution for CON shall not exceed the County's CON amount shown on the
18 most current version of **Exhibit B** by more than twenty percent (20%), unless otherwise
19 approved in writing by the County Director.

20 d. County's contract change order costs shall be based on the price
21 of the change order in question multiplied by the percentage of said change order
22 attributable to County as determined by County Director. Contract change orders which
23 pertain solely to either County or City shall be approved and paid for entirely by the Party
24 responsible for facilities impacted by the change order in question.

25 12. Any addenda or revisions to Project's approved CON documents for
26 improvements performed within County's jurisdiction (except for adjustments made to
27 account for actual quantities used in CON of the Project), resulting in an increase in bid
28 item quantity or cost of any bid item by more than ten percent (10%), shall be approved by

1 City's City Engineer, or designee ("City Engineer"), and County Director.

2 13. If the lowest responsible bid for Project's CON contract does not exceed the
3 engineer's estimate, including contingency, as shown on the current version of **Exhibit B**,
4 by more than twenty percent (20%), the City Engineer shall recommend to the Clovis City
5 Council that the CON contract be awarded to that bidder.

6 a. However, if the lowest responsible bid for the Project's CON
7 contract exceeds the engineer's total preliminary estimate, including contingency, for the
8 County's contribution amount as shown on the current version of **Exhibit B**, by more than
9 twenty percent (20%), the County shall have the right to review and approve or disapprove
10 the proposed CON costs. Within ten (10) calendar days after the bids for those CON costs
11 are provided to the County by the City, the County shall review such bids and notify the City
12 of its approval or disapproval of those CON costs.

13 b. If the County disapproves the CON costs that are in excess of
14 twenty percent (20%) of the County's contribution amount for CON shown on the most
15 current version of **Exhibit B**, or fails to respond to the City within ten (10) days, the City
16 may proceed with the award of CON contract to the lowest responsible bidder on the
17 condition that the City shall provide all funding for any amount of CON costs in excess of
18 twenty percent (20%) of the County's contribution amount shown on the most current
19 approved version of **Exhibit B**.

20 14. Within sixty (60) days after notification of award of Project's CON contract by
21 the Clovis City Council, County shall deposit with City an amount equal to ninety percent
22 (90%) of County's estimated share of cost as determined based on the bid submitted by the
23 contractor to whom the Project's CON contract has been awarded.

24 15. Final Project costs and County's share thereof will not be determined until
25 CON is completed and the Project is accepted by both City and County and closed out in
26 accordance with the agencies' policies.

27 16. Following final acceptance of the Project by City and County, and within sixty
28 (60) days of County's receipt of an invoice from City requesting County's payment of the

1 remaining balance of County's share of costs as adjusted (if necessary), in accordance with
2 actual costs and the terms of this Agreement, County shall deliver payment in full of such
3 remaining balance to City's Planning and Development Services Department.

4 17. City agrees to indemnify, save, hold harmless, and at County's request,
5 defend County, its officers, agents, and employees from any and all costs and expenses,
6 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
7 corporation who may be injured or damaged by the performance, or failure to perform, by
8 City, its officers, agents and employees, under this Agreement; provided, that nothing
9 herein shall constitute a waiver by City of governmental immunity that may be available as
10 a defense to any such third-party claim(s) under or pursuant to Government Code section
11 810, et seq. This section shall survive expiration or termination of this Agreement.

12 18. County agrees to indemnify, save, hold harmless, and at City's request,
13 defend City, its officers, agents, and employees from any and all costs and expenses,
14 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
15 corporation who may be injured or damaged by the performance, or failure to perform, by
16 County, its officers, agents and employees, under this Agreement; provided, that nothing
17 herein shall constitute a waiver by County of governmental immunity that may be available
18 as a defense to any such third-party claim(s) under or pursuant to Government Code
19 section 810, et seq. This section shall survive expiration or termination of this Agreement.

20 19. Without limiting the applicability or scope of the indemnification provisions
21 contained in sections 17 and 18, County and City shall maintain, at their sole expense,
22 insurance policies or self-insurance programs including, but not limited to, an insurance
23 pooling arrangement and/or Joint Powers Agreement sufficient to fund their respective
24 liabilities hereunder throughout the term of this Agreement. Coverage shall be provided for
25 comprehensive general liability, automobile liability, professional liability, and workers'
26 compensation.

27 20. Neither Party shall assign, transfer, or sub-contract this Agreement, nor any
28 of its respective rights or duties hereunder without the written consent of the other Party.

21. This Agreement shall become effective immediately upon execution and shall expire two (2) years after execution, provided, however, that its term may be extended by a maximum of two (2) additional one-year terms, upon mutual written consent of the City Engineer and County Director. This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

22. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions.

23. This Agreement may be modified only by written instrument executed by duly authorized representatives of both City and County.

24. Each Party acknowledges that it has read and fully understands the contents of this Agreement and represents that this constitutes the entire Agreement between City and County with respect to the subject matter contained herein and that this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral.

[Signatures on following page.]

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first herein above written.

3
4 CITY OF CLOVIS:

COUNTY OF FRESNO

5
6 REVIEWED & RECOMMENDED
7 FOR APPROVAL

By: _____
STEVEN E. WHITE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

8 BY: _____
9 THAD AVERY, CITY ENGINEER

10 APPROVED AS TO LEGAL FORM
11 CITY ATTORNEY

APPROVED AS TO LEGAL FORM
DANIEL C. CEDERBORG
COUNTY COUNSEL

12 BY: _____
13 SCOTT G. CROSS, CITY ATTORNEY

By: _____

14
15 Fund: 0010

16 Subclass: 11000

17 Org: 4510

18 Account: 4985

19 Program/Memo: 00142
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APPROVED AS TO ACCOUNTING FORM
OSCAR J. GARCIA, CPA
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

By: _____

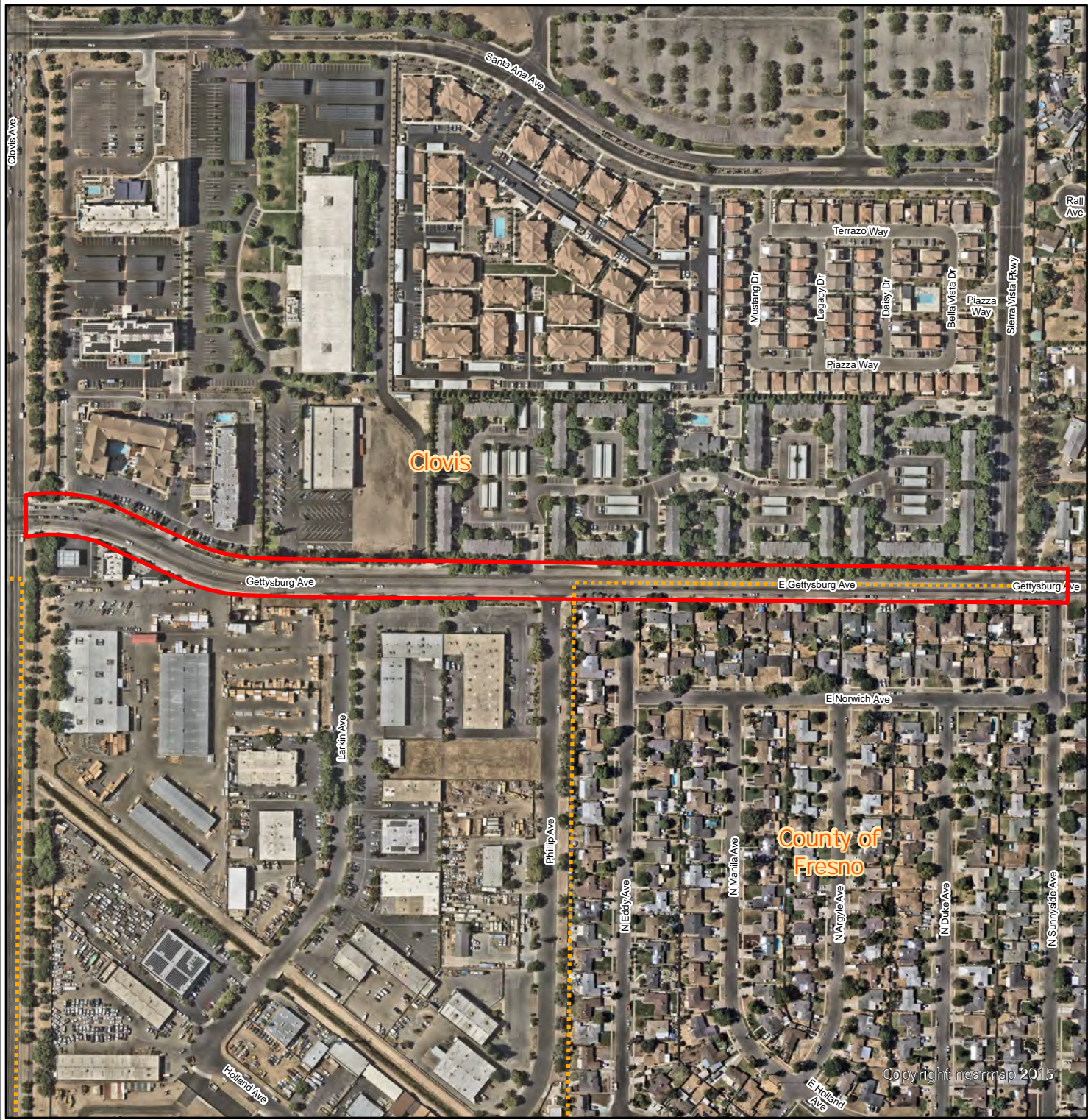
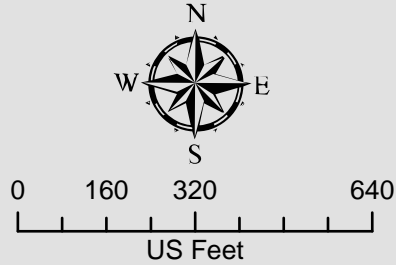
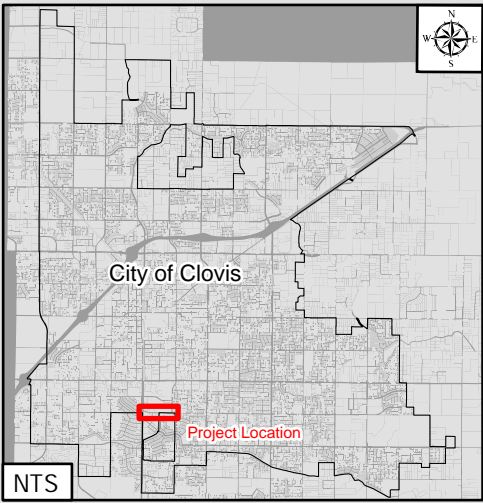


Exhibit A



Project:
CIP 19-18 Gettysburg Ave City of Clovis

-  Project Location
-  Clovis City Limits



ENGINEER'S ESTIMATE
Gettysburg Avenue Street Improvements

Funding: STBG
 Project Engineer: Jorge Aguilera
 Project Location: Gettysburg Avenue - Sierra Vista Parkway to Clovis Avenue
 Account #: 95000-74977

Project Scope:

This project consists of street improvements on Gettysburg Avenue from Clovis Avenue to Sierra Vista Parkway, approximately 0.5 mile. Construction shall include removing 3"-6" of existing asphalt concrete, placing 5" of new hot mix asphalt, raising existing manholes, water valves to finish grade, concrete improvements, installation of new traffic signal loop detectors and re-striping of pavement markers and markings.

Date: 12/14/2023

Total Paved Area: 159316 sf

Total Paved Area City: 122011 sf

Total Paved Area County: 37305 sf

ITEM	DESCRIPTION	CITY QUANTITY	COUNTY QUANTITY	UNIT	UNIT PRICE	CITY COST	COUNTY COST
1	Mobilization	0.80	0.20	LS	\$ 35,000.00	\$ 28,000.00	\$ 7,000.00
2	Traffic Control	0.80	0.20	LS	\$ 35,000.00	\$ 28,000.00	\$ 7,000.00
3	Dust Control	0.80	0.20	LS	\$ 4,000.00	\$ 3,200.00	\$ 800.00
4	Asphalt Concrete	4334	1325	TON	\$ 105.00	\$ 455,070.00	\$ 139,125.00
5	Pulverize in Place Street Reconstruction	13557	4145	SY	\$ 6.00	\$ 81,342.00	\$ 24,870.00
6	Concrete ADA Curb Return	129	543	SF	\$ 20.00	\$ 2,580.00	\$ 10,860.00
7	Concrete Sidewalk	515.59	234.41	SF	\$ 20.00	\$ 10,311.80	\$ 4,688.20
8	Pedestrian Barricade	3	1	LF	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00
9	Concrete Curb and Gutter	332	259	SF	\$ 70.00	\$ 23,240.00	\$ 18,130.00
10	Concrete Drive Approach	279	0	SF	\$ 18.00	\$ 5,022.00	\$ -
11	Adjust Existing Water Valve to Grade	26	0	EA	\$ 1,000.00	\$ 26,000.00	\$ -
12	Adjust Existing Sewer Manhole to Finish Grade	17	0	EA	\$ 1,500.00	\$ 25,500.00	\$ -
13	Adjust Existing Storm Drain Manhole to Finish Grade	7	0	EA	\$ 1,500.00	\$ 10,500.00	\$ -
14	Traffic Loop Detector	17	10	EA	\$ 1,200.00	\$ 20,400.00	\$ 12,000.00
15	Traffic Striping, Markings and Markers	0.80	0.20	LS	\$ 30,000.00	\$ 24,000.00	\$ 6,000.00
16	Miscellaneous Facilities and Operations	0.80	0.20	LS	\$ 15,000.00	\$ 12,000.00	\$ 3,000.00
Construction Cost					\$ 994,639.00	\$ 759,665.80	\$ 234,973.20
15% Contingency					\$ 149,196.00	\$ 113,950.00	\$ 35,246.00
Total Construction Estimate					\$ 1,143,835.00	\$ 873,615.80	\$ 270,219.20
Design Engineering, Oversight & Administration (PE)					\$ 187,050.00	\$ 143,250.00	\$ 43,800.00
Core Samples (PE)					\$ 5,725.00	\$ 5,725.00	\$ -
Preliminary Engineering (PE) Sum					\$ 192,775.00	\$ 148,975.00	\$ 43,800.00

Construction Management / Inspections (CE)	\$	137,279.00	\$	105,134.00	\$	32,145.00
Construction Testing (CE)	\$	19,999.00	\$	15,316.00	\$	4,683.00
Construction Engineering (CE) Sum	\$	157,278.00	\$	120,450.00	\$	36,828.00
Total Share of Cost	\$	1,493,888.00	\$	1,143,040.80	\$	350,847.20
Jurisdictional Share of Cost (%)				76.5%		23.5%
STBG Allocation	\$	1,031,000.00	\$	788,864.40	\$	242,135.60
Jurisdictional Share of Cost (Estimated)			\$	354,176.40	\$	108,711.60