

AGREEMENT

BETWEEN THE CHICO UNIFIED SCHOOL DISTRICT AND THE CITY OF CHICO FOR THE MARSH JUNIOR HIGH SCHOOL AREA IMPROVEMENTS PROJECT

RECITALS

WHEREAS, the Marsh Junior High School (MJHS) Area Improvements Project, hereinafter referred to as "PROJECT", and

WHEREAS, The PROJECT entails a traffic signal at the intersection of Humboldt Road and Notre Dame Blvd, bridge modification at Little Chico Creek (LCC) bike path, a cross-walk on Notre Dame Blvd in front of the school with Rectangular Rapid Flashing Beacon (RRFB) units, and a bike path from MJHS to Bruce Rd parallel to Humboldt Road, and

WHEREAS, the facilities being improved are under the jurisdiction of the City of Chico, hereafter referred to as "CHICO", and

WHEREAS, CHICO has requested that Chico Unified School District, hereafter referred to as "CUSD", contribute an amount not to exceed \$250,000 toward their share of costs for the project.

WHEREAS, CUSD will be responsible to perform all work on the Marsh Junior High School site. The work will include onsite bike racks and paved path to allow bicycle access from the northeast corner of the Marsh Junior High School to the Marsh Junior High School site.

WHEREAS, CHICO will be acting as lead agency for the PROJECT with the following estimated costs:

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| 1. Traffic Signal and RRFB Design | - \$25,000 |
| 2. LCC Bike Path Bridge Modification Design | -\$15,000 |
| 3. Bike Path from MJHS to Bruce Road Design | -\$10,000 |
| 4. Traffic Signal at Humboldt and Notre Dame Blvd Construction | - \$300,000 |
| 5. LCC Bike Path Bridge Modification Construction | - \$45,000 |
| 6. Cross-walk and RRFB Construction | - \$40,000 |
| 7. Bike Path from MJHS to Bruce Road Construction | -65,000 |

WHEREAS, it is intended that the local City funds will finance 50% of the total Project cost, and that the CUSD funds, will finance 50% of the total PROJECT cost, and

NOW, THEREFORE, for and in consideration of the mutual promises and agreements by and between the parties hereto, the parties hereto agree as follows:

1. CUSD shall contribute \$12,500 once the design for the Traffic Signal at Humboldt Rd. and Notre Dame Blvd. and Flashing Beacon in front of the MJHS is completed.
2. CUSD shall contribute \$7,500 once the design for the LCC Bike Path Bridge Modification is completed.
3. CUSD shall contribute \$5,000 once the design for Bike Path from MJHS to Bruce Rd. is completed.
4. CUSD shall contribute \$150,000 once the Traffic Signal at Humboldt Rd and Notre Dame Blvd is turned on.
5. CUSD shall contribute \$22,500 once the LCC Bike Path Bridge modification construction is completed.
6. CUSD shall contribute \$20,000 once the Flashing beacon is turned on.
7. CUSD shall contribute \$32,500 once the Bike Path is constructed between Bruce Rd and Marsh Junior High School parallel to Humboldt Rd.
8. CHICO shall, in its capacity as lead agency, obtain all necessary approvals from regulatory agencies, perform or cause to be performed the environmental assessment, all work required for right of way acquisition and certification, all utility relocations, all preliminary engineering, all final design, all hydraulic analysis, all construction contract administration, all construction engineering and inspections, all materials testing and all surveying for the Project.

Integration. This agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.

No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Counterparts. This Agreement may be executed in counterparts.

Funding Limitations and Contingencies. if, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the estimated cost of \$500,000, the Parties agree that they shall meet to revise Project Scope to meet available funding. Funding of Project is strictly contingent upon City having received, appropriated and allocated sufficient funds for the Project. Funding is also contingent upon City receiving a fully executed Agreement from CUSD. If the Project Scope cannot be revised to meet available funding, then City reserves the right to terminate this Agreement, or suspend funding, until such time that additional funds are available and allocated to this Project. Projects listed may be completed in any order.

Chico Unified School District

APPROVED AS TO FORM


Assistant Superintendent Business Services Date 6-4-19

City of Chico


City Manager Date 7/5/19

APPROVED AS TO FORM


City Attorney Date 5/21/19