

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2019
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Interim Assistant Public Works Director

Summary

Subject: Cooperative Agreement – City/County Road Projects

Recommendation: Adopt a resolution authorizing the execution of a Cooperative Agreement with the County of Sutter for the roadway and roadway component improvements associated with the Bogue Road Rehabilitation, Franklin Avenue Improvements, and Sanborn Road Improvements Projects.

Fiscal Impact: The City will be reimbursed various amounts for each project based upon the amounts of materials installed in the field for the County’s portion of work and the bid prices provided by the lowest responsive and responsible bidder for each project.

Purpose:

To construct roadway improvements in areas that cross both City and County jurisdictions.

Background:

A portion of the Bogue Road Rehabilitation, Sanborn Road Improvements, and Franklin Avenue Improvements projects all share a jurisdictional right-of-way beyond the City limit line.

The Sanborn Road Improvements project design includes pavement repairs, roadway widening, and drainage improvements. The project limits are on Sanborn Road, between Nand Drive and Bogue Road, and on Bogue Road, between the Sikh Temple and Sanborn Road. The project was awarded to All-American Construction in November of 2018, with the total construction bid price for the project being \$431,002, with \$124,094.50 being for the County’s portion of costs. In the award staff report, the City recommended awarding the county portion of work contingent upon assurance of reimbursement from the County.

The Franklin Avenue Improvements project design includes roadway widening, ADA-compliant sidewalks and curb ramps, drainage improvements, sewer improvements, asphalt overlays, and striping improvements. The project limits are on Franklin Avenue between Palora Avenue and Gray Avenue, with improvements taking place on side streets as well. City staff estimates that the total project cost will be approximately \$1,359,612, with \$106,828 for the County’s portion of cost.

The Bogue Road Rehabilitation project consists of roadway widening, pavement repairs, asphalt overlays, ADA-compliant curb ramp improvements, and striping and signage improvements. The project limits were on Bogue Road, between Railroad Avenue and Garden Highway. The project was constructed in the winter of 2017/2018 with a total construction cost of \$766,499 with \$128,474 being within the County's jurisdiction.

The City wishes to enter into a Cooperative Agreement with Sutter County, which will allow the City to manage the construction of the projects in cooperation with the County, and be reimbursed by the County.

Analysis:

The attached agreement with Sutter County ensures that the County will reimburse the City of all construction items to be installed in County right-of-way by the City's contractors. The costs to be reimbursed will be based on the line-item prices given by the lowest responsible bidder and actual materials installed within County right-of-way for each respective project. Sutter County will be signing the agreement at their June 28th County Board of Supervisors meeting.

The City Attorney worked with City staff to develop the Cooperative Agreement.

Fiscal Impact:

Actual project costs will be paid through each project's respective CIP account. The City will be reimbursed the amounts estimate in the background section for each project. Actual dollar amounts may vary slightly based on actual quantities placed in the field during construction.

Alternatives:

Do not enter into the agreement with the County of Sutter. Failure to enter into this agreement would leave the City responsible for paying all project costs, including areas within County right-of-way.

Recommendation:

Adopt a resolution authorizing the execution of a Cooperative Agreement with the County of Sutter for the roadway and roadway component improvements associated with the Bogue Road Rehabilitation, Franklin Avenue Improvements, and Sanborn Road Improvements Projects.

Attachments:

1. Resolution and Cooperative Agreement
2. Exhibit – Project Location Maps

Prepared by:

/s/ Joshua G. T. Wolfe

Joshua G. T. Wolfe
Assistant Civil Engineer

Submitted by:

/s/ Diana Langley

Diana Langley
Interim City Manager

Reviewed by:

Department Head

BM

Finance

RB

City Attorney

SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COUNTY
OF SUTTER, FOR THE ROADWAY AND ROADWAY COMPONENT IMPROVEMENTS
ASSOCIATED WITH THE BOGUE ROAD REHABILITATION, FRANKLIN AVENUE
IMPROVEMENTS, AND SANBORN ROAD IMPROVEMENTS PROJECTS**

WHEREAS, through the Franklin Avenue Improvements project, located between Palora Avenue and Gray Avenue, the City is constructing improvements to roadway and roadway components within City and County right-of-way;

WHEREAS, through the Sanborn Road Improvements project, located between Bogue Road and Nand Drive on Sanborn Road and between the Sikh Temple and Sanborn Road on Bogue Road, the City is constructing improvements to roadway and roadway components within City and County right-of-way;

WHEREAS, through the Bogue Road Rehabilitation project, located between Railroad Avenue and Garden Highway, the City is constructing improvements to roadway and roadway components within City and County right-of-way;

WHEREAS, the County of Sutter requires a Cooperative Agreement in order to reimburse the City for the County's share of cost.

NOW THEREFORE BE IT RESOLVED and ordered by the City Council of the City of Yuba City as follows:

1. The Mayor is hereby authorized and directed to execute on behalf of the City of Yuba City the Cooperative Agreement, consistent with the material terms and conditions in the draft agreement attached to this resolution, and subject to review and approval as to legal form by the City Attorney, in the City of Yuba City between the City of Yuba City and the County of Sutter.
2. A copy of said draft Cooperative Agreement in the City of Yuba City is attached hereto for reference as Attachment A.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of May 2019.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO LEGAL FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Attachment A – (Draft) Cooperative Agreement

ATTACHMENT A

COOPERATIVE AGREEMENT (“AGREEMENT”)

**BETWEEN
CITY OF YUBA CITY
AND
COUNTY OF SUTTER
FOR THE
BOGUE ROAD REHABILITATION, FRANKLIN AVENUE IMPROVEMENTS, AND
SANBORN ROAD IMPROVEMENTS PROJECTS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the COUNTY OF SUTTER, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter referred to as "CITY." CITY and COUNTY are sometimes individually referred to hereinafter as “Party” and collectively as “Parties.”

RECITALS:

1. COUNTY and CITY, are authorized to enter into a cooperative agreement for improvements to the roadway and roadway components for City Project No. 14-05 Bogue Road Rehabilitation, City Project No. 18-01 Franklin Avenue Improvements, and City Project No. 18-02 Sanborn Road Improvements projects, hereinafter referred to as “PROJECTS”.
2. COUNTY and CITY desire to partner for the previously completed improvements on Bogue Road between Railroad Avenue and Garden Highway constructed by CITY as part of its Bogue Road Rehabilitation project. This project, hereinafter referred to as “BOGUE PROJECT”, included roadway widening for a portion of the roadway to allow for new bicycle lanes, new Americans with Disabilities Act (ADA)-compliant curb ramps, pavement repairs and digouts, a hot-mix asphalt (HMA) overlay, striping improvements, and signal improvements. The COUNTY has road right-of-way for a southerly portion of the roadway, from Railroad Avenue to South Park Drive. The BOGUE PROJECT layout plan, Exhibit A, describes the major components of the project and areas of responsibility.
3. COUNTY will contribute all costs for improvements previously completed in the COUNTY right-of-way through the BOGUE PROJECT totaling \$128,474 to cover all costs for excavation, paving, utility adjustment, signage, and striping and marking improvements.
4. CITY has contributed all costs for the improvements inside and outside of the COUNTY right-of-way through the BOGUE PROJECT totaling \$766,499.
5. COUNTY and CITY also desire to partner for improvements to be constructed on Franklin Avenue between South Palora Avenue and Gray Avenue by the CITY through its Franklin Avenue Improvements project. This project, hereinafter referred to as “FRANKLIN PROJECT”, will include roadway widening to allow for new bicycle lanes, new curb and

gutter, parkway strip, sidewalk, ADA-compliant curb ramps, storm drainage facilities, water service connections, sewer extension and service connections, pavement grinding, an HMA overlay, and striping improvements. The COUNTY has road right-of-way for southerly portions of the roadway, from South Palora Avenue to South Lawrence Avenue. The FRANKLIN PROJECT layout plan, Exhibit B, describes the major components of the project and areas of responsibility.

6. COUNTY will contribute all actual costs for improvements to be constructed in the COUNTY right-of-way through the FRANKLIN PROJECT totaling up to \$106,828, plus up to \$16,024 for construction management/contingency.
7. CITY will contribute all actual costs for improvements to be constructed outside of the COUNTY right-of-way through the FRANKLIN PROJECT, currently estimated to be up to \$1,359,612.

Notwithstanding, COUNTY and CITY acknowledge that the dollar amounts shown in Paragraphs 6 and 7 for FRANKLIN PROJECT are based on the unit prices and quantities from the current engineer's estimate. Actual dollar amounts will be adjusted as necessary based on unit prices from the lowest responsive and responsible bidder that is awarded the project and actual quantities installed. CITY will notify COUNTY in writing immediately upon determining that any adjustments are necessary.

8. Lastly, COUNTY and CITY also desire to partner for the improvements to be constructed on Sanborn Road between Bogue Road and Nand Drive, and Bogue Road between the Sikh Temple and Sanborn Road by CITY through its Sanborn Road Improvements Project. This project, hereinafter referred to as "SANBORN PROJECT", will include roadway widening to allow for new bicycle lanes, aggregate base shoulders, an aggregate base drainage swale, an HMA overlay, and striping improvements. The COUNTY has road right-of-way for the westerly portion of Sanborn Road, and the entirety of Bogue Road, west of Sanborn Road. The SANBORN PROJECT layout plan, Exhibit C, describes the major components of the project and areas of responsibility.
9. COUNTY will contribute all actual costs for improvements to be constructed in the COUNTY right-of-way through the SANBORN PROJECT totaling up to \$124,095, plus up to \$18,614 for construction management/contingency.
10. CITY will contribute all actual costs for improvements outside of the COUNTY right-of-way through the SANBORN PROJECT up to \$431,002.
11. Notwithstanding, COUNTY and CITY acknowledge that the dollar amounts shown in Paragraphs 10 and 11 for SANBORN PROJECT are based on the quantities from the current engineer's estimate and unit prices from the lowest responsive and responsible bidder that has been awarded the project. Actual dollar amounts will be adjusted as necessary based on actual quantities installed. CITY will notify COUNTY in writing immediately upon determining that any adjustments are necessary.

12. COUNTY and CITY now define in this agreement the terms and conditions of their financial contribution.

CITY WILL:

1. Award and administer the construction contract for the PROJECTS in accordance with the Public Contracting Code, County Contracting Policies and the terms of this Agreement.
2. Require its contractor to obtain a County Encroachment Permit, and oversee the construction and inspect the work in the COUNTY Right-of-Way for the PROJECTS to proceed in a good and workman-like manner.
3. Provide coordination with the COUNTY and its designated representative for the completion of the PROJECTS.
4. Provide Materials Testing for all concrete and asphalt in the COUNTY Right-of-Way in compliance with the COUNTY QAP Manual.
5. Change orders for COUNTY participating work will be considered in the event unanticipated conditions are encountered. All Change Orders for work in the COUNTY Right-of-Way must be approved by the County Road Commissioner or his designated representative prior to work being done. Cost of the Change Order(s) will be paid from the project contingency amount.

COUNTY WILL:

6. Reimburse CITY for COUNTY's share of the cost of BOGUE PROJECT. Reimbursement by COUNTY to CITY will be made within 30 days of COUNTY's receipt of CITY's invoice, provided that CITY provides evidence reasonably satisfactory to COUNTY that CITY has paid the Construction Amount to the contractor that performed the work for the BOGUE PROJECT.
7. Reimburse CITY for COUNTY's share of the cost of FRANKLIN PROJECT. Reimbursement by COUNTY to CITY will be made in full upon satisfactory completion of the FRANKLIN PROJECT and within 30 days of COUNTY's receipt of CITY's invoice, provided that CITY provides evidence reasonably satisfactory to COUNTY that CITY has paid the Construction Amount plus contingency to the contractor that performed the work for the FRANKLIN PROJECT.
8. Reimburse CITY for COUNTY's share of the cost of SANBORN PROJECT. Reimbursement by COUNTY to CITY will be made in full upon satisfactory completion of the SANBORN PROJECT and within 30 days of COUNTY's receipt of CITY's invoice, provided that CITY provides evidence reasonably satisfactory to COUNTY that CITY has paid the Construction Amount plus contingency to the contractor that performed the work for the SANBORN PROJECT.

Invoices and notices shall be sent to:

Development Services Department
Scott Riddle, Associate Civil Engineer
1130 Civic Center Drive
Yuba City, CA. 95993

9. Provide a contact person for coordinating CITY's inspection for the work performed in COUNTY's Right-of-Way.
10. Provide coordination with CITY and its designated representative for the completion of the PROJECTS.
11. Provide Change Order review for work in COUNTY's Right-of-Way so the PROJECTS proceed in a good and workman-like manner.

GENERAL:

1. This Agreement shall be in effect as of the date executed and shall remain in effect until the terms of this Agreement are completed or amended.
2. Modifications or amendments affecting the terms and conditions contained in this Agreement shall be in writing and approved and executed by both parties.
3. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, constitutes the understanding between CITY and COUNTY as to the subject matter contained herein.
4. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this agreement.
5. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above Recitals are incorporated by reference to the same extent and with the same force and effect as if fully set forth herein and shall constitute a part of this Agreement.

2. **MUTUAL INDEMNIFICATION.** The CITY and COUNTY shall mutually indemnify, protect, defend and hold harmless the other, including their respective managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) any act, omission or neglect of the CITY or COUNTY's officers, directors, members, employees, agents, contractors or guests; (2) out of any breach by the CITY or COUNTY in the performance in a timely manner of any obligation to be performed under this Agreement; (3) any acts, omissions or negligence of the CITY or COUNTY or any person or entity claiming through or under CITY or COUNTY, or CITY or COUNTY's agents, employees, contractors, invitees or visitors; (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws; or (5) any claims and/or liability arising or governed by Workers Compensation law. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against CITY or COUNTY) litigated and/or reduced to judgment. In case any action or proceeding is brought against CITY or COUNTY by reason of any of the foregoing matters, CITY or COUNTY upon notice from the other Party shall defend the same at its expense by counsel reasonably satisfactory to the CITY or COUNTY and the other Party shall cooperate with CITY or COUNTY in such defense. The CITY or COUNTY need not have first paid any such claim in order to be so indemnified. In addition, the CITY OR COUNTY may require CITY or COUNTY to pay the CITY or COUNTY's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the CITY or COUNTY shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by CITY or COUNTY or its counsel.

The CITY or COUNTY shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of CITY or COUNTY, CITY or COUNTY's employees, contractors, invitees, customers, or any other person, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, including the commission of a crime, whether the said injury or damage results from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of the CITY or COUNTY or the CITY or COUNTY's employees, contractors or agents.

The provisions of this section shall survive the expiration or termination of this Agreement.

3. **ENTIRE AGREEMENT.** This Agreement together with the exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect to same.

4. **INTERPRETATION/GOVERNING LAW/VENUE.** This Agreement shall be construed according to its fair meaning and as if prepared by both Parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of California in effect at the time it is recorded. Venue for any action arising out of this Agreement shall be within the California Superior Court, County of Sutter or Federal District Court, Eastern District of California, Sacramento Division.

5. **VOLUNTARY AGREEMENT.** The Parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The Parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with legal counsel of their choosing if desired, in deciding whether to execute this Agreement.

6. **MODIFICATION OR AMENDMENT.** This Agreement may only be amended or modified in writing executed by the CITY and COUNTY and recorded in the public records of Sutter County Records.

7. **OBLIGATION.** Nothing in this Agreement shall obligate or require the Parties to commence any of the projects described, referenced or identified within this Agreement.

8. **ATTORNEY'S FEES.** In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing Party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF YUBA CITY, a Municipal Organization

By: _____
Shon Harris, Mayor

ATTEST:

By: _____
Patricia Buckland, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

"CITY"

COUNTY OF SUTTER, a political subdivision of the State of California

By: _____
Neal Hay, Director of Development Services
for the County of Sutter

APPROVED AS TO FORM:

Deputy County Counsel

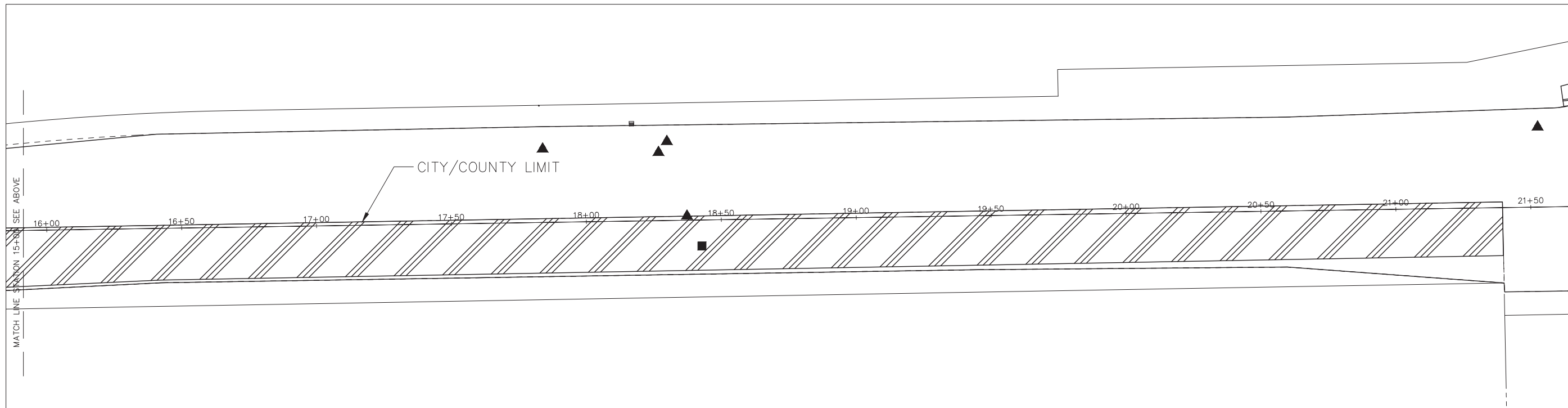
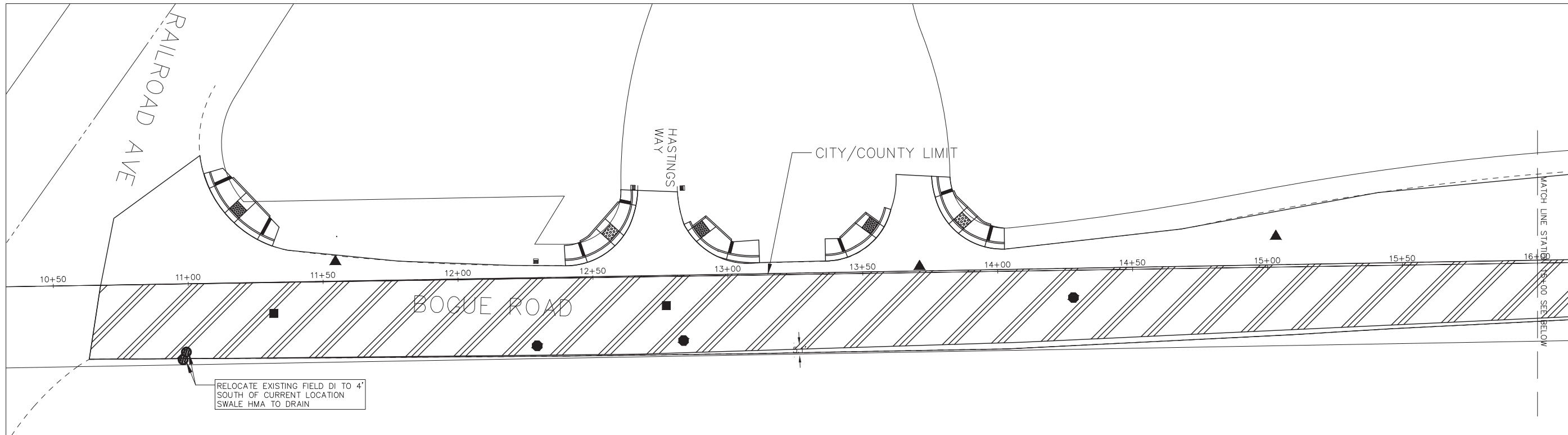
ATTEST:

Clerk of the Board of Supervisors

"COUNTY"

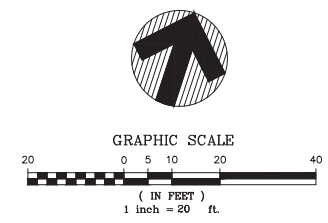
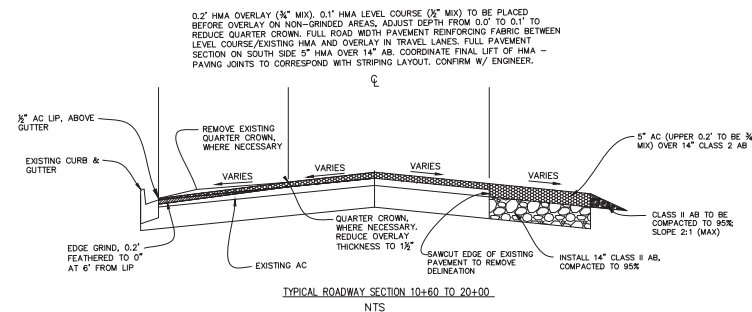
EXHIBIT A

EXHIBIT A - BOGUE PROJECT LAYOUT PLAN



- LEGEND**
- COUNTY PORTION
 - WATER VALVE OR MONUMENT
 - SANITARY SEWER MANHOLE
 - STORM SEWER MANHOLE

TOTAL COUNTY AREA: 25,157 SF
 TOTAL ROAD WIDENING: 10,245 SF
 TOTAL AC (3/4"): 390 TONS
 TOTAL AC (1/2"): 288 TONS



CITY of YUBA CITY
 BOGUE ROAD REHABILITATION
 COUNTY PORTION
 STA 10+00 TO STA 21+50

SUBMITTED BY: M. DHALIWAL	DESIGN BY: MPD	DRAWING No.
1201 CIVIC CENTER BLVD. YUBA CITY, CA 95993 (530) 822-4632	DRAWN BY: MPD CHECKED BY: STAFF DATE OF PLANS: 05-16-2017	5360-D SHEET 4 OF 14 SHEETS

EXHIBIT B

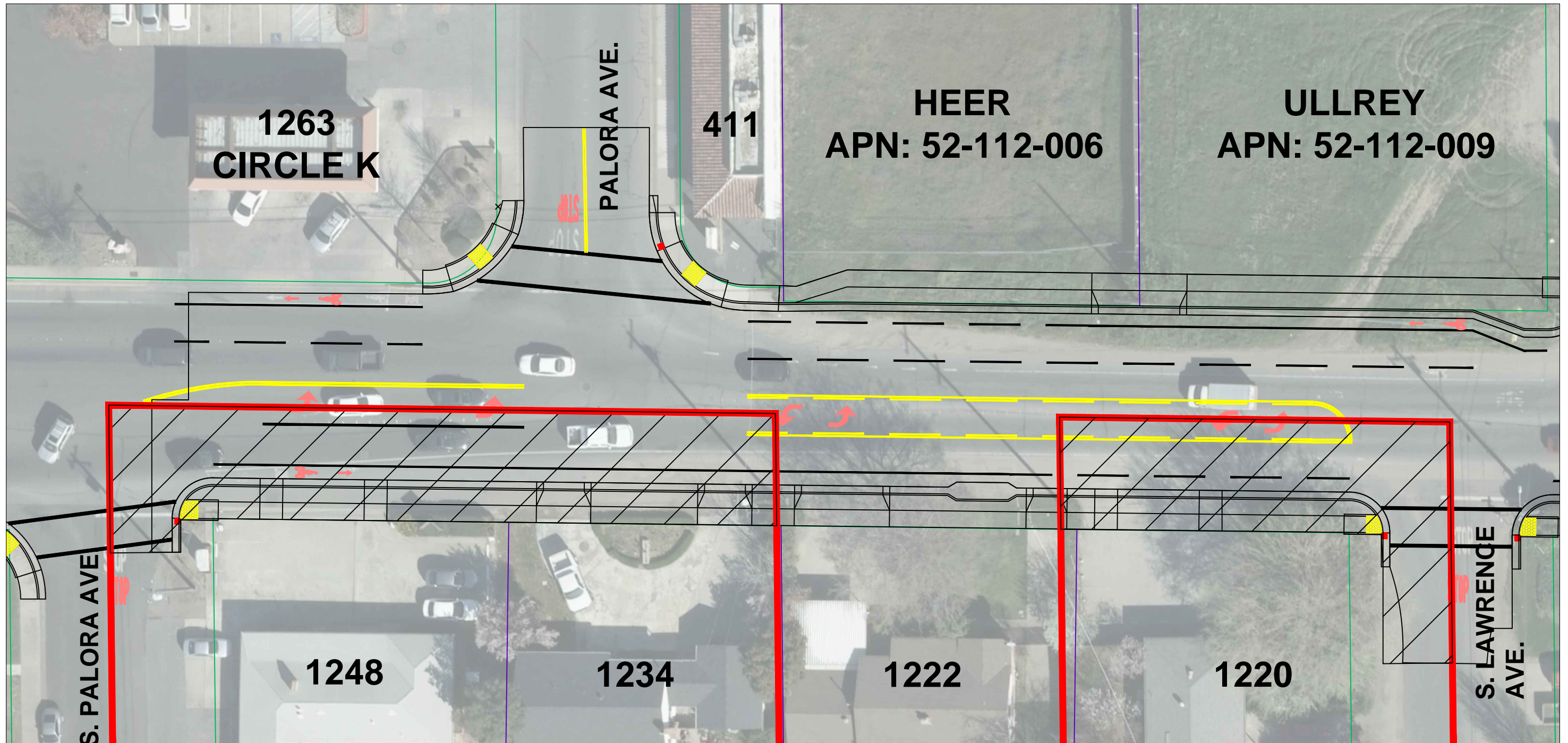


EXHIBIT B - FRANKLIN PROJECT LAYOUT PLAN



SCALE: 1" = 30'

LEGEND:



- - CITY / COUNTY LINE
- / - PORTION OF PROJECT WITHIN COUNTY JURISDICTION

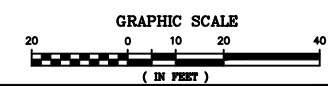
EXHIBIT C

EXHIBIT C - SANBORN PROJECT LAYOUT PLAN




LEGEND:

-  PORTION OF PROJECT WITHIN COUNTY JURISDICTION
-  PROJECT LIMITS



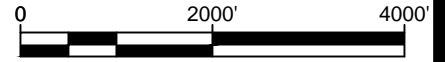
CITY of YUBA CITY

SANBORN ROAD IMPROVEMENTS
CONSTRUCTION 3
BOGUE RD STA 11+50 TO 21+00

 1201 CIVIC CENTER BLVD. YUBA CITY, CA 95993 (530) 822-4632	SUBMITTED BY: M. DHALIWAL	DESIGN BY: JH	DRAWING No.
	CHECKED BY: STAFF	DATE OF PLANS: SEPTEMBER 18, 2018	5433-D SHEET 6 OF 10 SHEETS

ATTACHMENT 2

CITY OF YUBA CITY
PROJECT LOCATION MAP
CITY-COUNTY COOPERATIVE AGREEMENT



SCALE: 1" = 2,000'

