

CITY OF YUBA CITY  
STAFF REPORT

**Date:** June 7, 2022  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation By:** Ben Moody, Public Works & Development Services Director

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**Summary**

**Subject:** Cooperative Agreement – City/County Sanborn Road Project  
**Recommendation:** Adopt a Resolution authorizing the Public Works Director to execute a Cooperative Agreement with the County of Sutter for roadway improvements associated with the City's portion of Sanborn Road in the County's FY2020-21 Road Overlay Project  
**Fiscal Impact:** \$231,317.80 – Account No. 1051 (Road Rehabilitation)

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**Purpose:**

To facilitate roadway improvements in the City right-of-way in coordination with the County of Sutter.

**Council's Strategic Goal:**

This project addresses the City Council's Strategic Goal of improving the City's infrastructure.

**Background:**

Sanborn Road between Nand Drive and Lincoln Road falls under the jurisdiction of both the City and County of Sutter (County) (Attachment 2). The City is responsible for the eastern half of the road segment and the County is responsible for the western half. This portion of Sanborn Road is in need of repair, being on both the City's and County's maintenance lists.

The County desires to repair its portion of this road segment as part of its FY2020-21 Road Overlay Project. During the design of this project, the County approached the City to gauge interest in repairing the City's portion of this road segment, confirm the scope of work, and discuss potential partnering once prices were determined through competitive bidding. The scope includes overlaying Sanborn Road between Nand Drive and Lincoln Road with new asphalt concrete and adjusting all utility lids to grade. Due to the shared jurisdiction, a cost-share agreement is required between the City and the County to proceed with the improvements in both jurisdictions.

At the May 24, 2022 Board of Supervisors Meeting, the County awarded a construction contract to Lamon Construction Company, Inc. (Lamon) of Yuba City for the project.

**Analysis:**

The City and County have partnered on past projects where the jurisdictional right-of-way is shared by both agencies. Partnering with the County on projects adjacent to the City limits provides efficiency to both agencies and the contractor performing the work.

County staff advertised the project for a minimum of thirty (30) days and opened bids on April 8, 2022. After a review of the bid documents submitted, it was determined that Lamon was the lowest responsible and responsive bidder. Of the seven (7) bids received, Lamon's bid was 7.6% less than the engineer's estimate.

The County's bid documents contained two Additive Bid Alternatives 1A (County portion of Sanborn Road) and 1B (City portion of Sanborn Road) to clearly document each agency's share of the Sanborn Road portion of the project. Bid Alternative 1B representing the City's share is \$206,317.80. Staff is requesting authorization for a \$25,000 contingency (12%) to cover any unforeseen utility lids that need to be adjusted and potential increased quantities of asphalt concrete needed to assure proper drainage throughout the road section.

The proposed Cooperative Agreement (Attachment 1, Exhibit A) is based on the most recent Cooperative Agreement developed for Bogue Road, Franklin Avenue, and an adjacent portion of Sanborn Road in 2019. The City Attorney worked with City staff to develop the 2019 Cooperative Agreement. The 2022 agreement will be brought before the County Board of Supervisors upon City Council approval to perform the work on the east half of Sanborn Road. If the City does not approve the work for its portion of Sanborn Road, the County will proceed with repairing only the west half of Sanborn Road.

With this area ultimately planned to be annexed into the City, staff recommends proceeding with the planned maintenance activities to share cost burdens and move the maintenance forward.

**Fiscal Impact:**

The City's share of the Sanborn Road portion of the project is up to \$231,317.80, including a \$25,000 contingency. There is approximately \$800,000 available in Capital Improvement Program Account No. 1051 (Road Rehabilitation). The City will be invoiced by the County for the actual costs of the work. If the invoice amount exceeds the Cooperative Agreement amount, staff will return to Council with a recommendation on how to proceed.

**Alternatives:**

1. Do not enter into the agreement with the County of Sutter, leaving the City's portion of Sanborn Road in a state of disrepair.
2. Modify the contingency amount for the agreement.

**Recommendation:**

Adopt a resolution authorizing the Public Works Director to execute a Cooperative Agreement with the County of Sutter for roadway improvements associated with the City's portion of Sanborn Road in the County's FY2020-21 Road Overlay Project.

**Attachments:**

1. Resolution - Cooperative Agreement – City/County Sanborn Road Project
2. Exhibit A – Cooperative Agreement

3. Attachment 2 - Location Map

Prepared By:

Kevin Bradford  
Deputy Public Works Director – Engineering

Submitted By:

Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A COOPERATIVE  
AGREEMENT WITH THE COUNTY OF SUTTER FOR ROADWAY IMPROVEMENTS  
ASSOCIATED WITH THE CITY'S PORTION OF SANBORN ROAD IN THE COUNTY'S FY2020-21  
ROAD OVERLAY PROJECT**

WHEREAS, the County of Sutter (County) awarded a construction contract to Lamon Construction Company, Inc. (Lamon) of Yuba City for the County's FY2020-21 Road Overlay Project (Project); and

WHEREAS, the Project includes overlaying Sanborn Road between Nand Drive and Lincoln Road with new asphalt concrete and adjusting all utility lids to grade; and

WHEREAS, the portion of Sanborn Road between Nand Drive and Lincoln Road falls under the jurisdiction of both the City and County, with the City being responsible for the eastern half of the road and the County being responsible for the western half; and

WHEREAS, the said portion of Sanborn Road is in need of repair, being on both the City's and County's maintenance lists; and

WHEREAS, the City and County have partnered on past projects where the jurisdictional right-of-way is shared by both agencies, with such projects providing efficiency to both agencies and the contractor performing the work; and

WHEREAS, the County advertised the project for bids in accordance with the Public Contract Code and Federal Highway Administration regulations, received seven (7) total bids, and determined that Lamon was lowest responsible and responsive bidder with a bid that was 7.6% less than the engineer's estimate; and

WHEREAS, the bids clearly document each agency's share of the Sanborn Road portion of the project, with Bid Alternative 1B representing the City's share at \$206,317.80; and

WHEREAS, City staff believes additional funding will be required during construction for such purposes as adjusting unforeseen utility lids to grade and increasing quantities of asphalt concrete as necessary to assure proper drainage throughout the road section; and

WHEREAS, the County of Sutter requires a Cooperative Agreement to facilitate reimbursement from the City for the City's share of cost.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The Public Works Director is hereby authorized and directed to execute on behalf of the City of Yuba City a Cooperative Agreement with the County of Sutter for roadway improvements associated with the City's portion of Sanborn Road in the County's FY2020-21 Road Overlay Project, 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.

3. A copy of said draft Cooperative Agreement is attached hereto for reference as Exhibit A.
4. This Resolution shall become effective immediately.

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 7<sup>th</sup> day of June, 2022.

AYES:

NOES:

ABSENT:

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Dave Shaw, Mayor

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY:

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – Cooperative Agreement

# EXHIBIT A

**COOPERATIVE AGREEMENT (“AGREEMENT”)**

**BETWEEN  
CITY OF YUBA CITY  
AND  
COUNTY OF SUTTER  
FOR THE  
FY2020-21 ROAD OVERLAY PROJECT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 County Project No. RR31002116N, FY2020-21 Road Overlay Project, hereinafter referred to as “PROJECT”.
2. COUNTY and CITY desire to partner for the improvements to be constructed on Sanborn Road between Nand Drive and Lincoln Road by COUNTY through the PROJECT. This project will include roadway widening to allow for new bicycle lanes, aggregate base shoulders, edge grinding and conform grinding of existing asphalt concrete, adjusting of utility lids, an asphalt concrete overlay, and striping improvements. The COUNTY has road right-of-way for the westerly portion of Sanborn Road and the CITY has road right-of-way for the easterly portion of Sanborn Road. The PROJECT layout plan, Exhibit A, shows the project limits and areas of responsibility.
3. COUNTY will contribute all actual costs for improvements to be constructed in the COUNTY right-of-way through the PROJECT totaling up to \$148,260.45, plus up to \$18,614 for construction management/contingency.
4. CITY will contribute all actual costs for improvements outside of the COUNTY right-of-way through the PROJECT up to \$206,317.80, plus up to \$25,000 for construction management/contingency.
5. Notwithstanding, COUNTY and CITY acknowledge that the dollar amounts shown in Paragraphs 3 and 4 for the 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. COUNTY will notify CITY in writing immediately upon determining that any adjustments are necessary.



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

COUNTY WILL:

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

CITY WILL:

6. Reimburse COUNTY for CITY's share of the cost of the PROJECT. Reimbursement by CITY to COUNTY will be made within 30 days of CITY's receipt of COUNTY's invoice, provided that COUNTY provides evidence reasonably satisfactory to CITY that COUNTY has paid the Construction Amount to the contractor that performed the work for the PROJECT.

Invoices and notices shall be sent to:

Public Works Department  
Kevin Bradford, Deputy Public Works Director – Engineering  
1201 Civic Center Drive  
Yuba City, CA. 95993

7. Provide a contact person for coordinating COUNTY's inspection for the work performed in CITY's Right-of-Way.
8. Provide coordination with COUNTY and its designated representative for the completion of the PROJECT.
9. Provide Change Order review for work in CITY's Right-of-Way so the PROJECT proceeds 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, tortious, 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, tortious, 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: \_\_\_\_\_  
Dave Shaw, Mayor

ATTEST:

By: \_\_\_\_\_  
Ciara Wakefield, Deputy 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"

# ATTACHMENT 2

# CITY OF YUBA CITY CITY-COUNTY COOPERATIVE AGREEMENT

## SYMBOL LEGEND

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

## LOCATION MAP



SCALE: 1" = 500'

