

A-16-217
AMENDMENT NO. 1
TO THE
CITY-COUNTY COOPERATIVE AGREEMENT (A-08-525)
FOR THE HAMMER LANE WIDENING PROJECT PHASE IIIB
BETWEEN ALEXANDRIA PLACE AND THORNTON ROAD

This Amendment No. 1 is made and entered into this 14th day of June, 2016, by and between the CITY OF STOCKTON, a Municipal Corporation to the State of California, ("CITY"), and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California ("COUNTY").

R E C I T A L S

WHEREAS, CITY and COUNTY entered into a Cooperative Agreement (A-08-525) on July 28, 2008 for the Hammer Lane Widening Project Phase IIIB (PROJECT);

WHEREAS, a portion of the PROJECT is located within the unincorporated area of the County near the intersection of Pershing Avenue as shown on Exhibit A of the Cooperative Agreement;

WHEREAS, the PROJECT has been delayed due to the economic downturn and related lack of sufficient funds;

WHEREAS, the PROJECT only provides for curb, gutter, and sidewalk on the south side of Hammer Lane in COUNTY portion of the PROJECT;

WHEREAS, new standards require local agencies to provide streets that serve various modes of transportation on major corridors, such as Hammer Lane; and

WHEREAS, CITY and COUNTY desire to amend the Cooperative Agreement to provide curbs, gutters, sidewalks, and driveways on the north side of Hammer Lane conform to those new standards (hereinafter WORK), as hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by and between CITY and COUNTY to amend Agreement (A-08-525) as follows:

1. PROJECT shall be revised to include WORK to provide a continuous pedestrian facility.
2. COUNTY shall pay CITY actual costs for design, construction, and construction management for WORK. COUNTY'S share of all costs is estimated at \$189,224, as shown on Exhibit B, attached hereto. This estimate will be revised based on the lowest responsible bid received by CITY for PROJECT.
3. COUNTY'S estimated share for construction cost only is \$149,295. COUNTY'S actual construction cost shall not exceed ten (10) percent above this amount, which is \$164,224, unless otherwise mutually agreed between COUNTY and CITY.

4. In the event the acceptable bid amount for the cost of construction is more than \$164,224, CITY and COUNTY may endeavor upon an alternative course of action. If after five (5) working days an alternative course of action is not mutually agreed upon, then construction of the COUNTY's portion of the PROJECT will not be awarded.
5. COUNTY acknowledges that Exhibit B represents the best known estimate at the time of advertising. CITY will bid PROJECT with WORK as a bid alternative. CITY must award a construction contract and begin construction in the summer of 2016. CITY intends to award a construction contract unless bid protests or other extreme consequences arise.
6. Both CITY and COUNTY shall coordinate any change orders that affect construction of improvements within COUNTY. CITY must first obtain COUNTY approval for change orders in COUNTY jurisdiction. COUNTY shall respond in an expedited manner during construction to requests for approval of change orders. COUNTY shall only pay CITY for any change orders that affect WORK.
7. COUNTY will issue a "no fee" encroachment permit for work within COUNTY right-of way to CITY upon proper application by CITY.
8. CITY shall make available to COUNTY all documents and/or information which pertain or affect COUNTY jurisdictional areas upon request and within a reasonable period of time.
9. All provisions of the Agreement (A-08-525), except as modified by this Amendment, shall remain in full force and effect and are reaffirmed. Other than as stated in this Amendment No. 1, this Amendment No. 1 shall not operate as a waiver of any condition or obligation imposed on the parties under Agreement (A-08-525).
10. Clause number 5 of Agreement (A-08-525) is deleted in its entirety and shall be of no further force and effect.

Execution of the foregoing Amendment No. 1 to Agreement (A-08-525) has been authorized by Resolution No. _____, duly passed by the Board of Supervisors of San Joaquin COUNTY on _____, and by Resolution No. _____, duly passed by the CITY Council of the CITY of Stockton, State of California, on _____.

IN WITNESS WHEREOF, this agreement has been executed by the respective parties hereto through their respective authorized officers at Stockton, California, the day and year first above written.

COUNTY OF SAN JOAQUIN,
Political subdivision of the State of
California

CITY OF STOCKTON

By

Moises Zapien
MOISES ZAPIEN, Chair of
The Board of Supervisors

KURT WILSON
City Manager

ATTEST:

ATTEST:

Mimi Duzenski, Clerk of
The Board of Supervisors of the
County of San Joaquin, State of
California

BONNIE PAIGE
City Clerk

By

Mimi Duzenski
Clerk



APPROVED AS TO FORM:
JOHN LUEBBERKE
City Attorney

Recommended for Approval:

Kris Balaji

KRIS BALAJI
Director of Public Works
San Joaquin County

By

Deputy City Attorney

APPROVED AS TO FORM:

By

Lawrence P. Meyers
LAWRENCE P. MEYERS
Deputy County Counsel



BALBOA AVENUE

FRONTAGE ROAD

APN 075-148-08

SAN JOAQUIN COUNTY
CITY OF STOCKTON

BRENTWOOD DRIVE

PUBLIC ALLEY

AMBER WAY

SAN JOAQUIN COUNTY
CITY OF STOCKTON

MISTY LANE

AVENUE

HAMMER LANE

PERSHING

VALENCIA DRIVE

THORNTON ROAD

SAN JOAQUIN COUNTY
CITY OF STOCKTON

EXISTING R/W

APN 077-490-08

APN 077-490-11

APN 077-490-35

APN 077-490-27

NEW R/W

PROPOSED NEW CURB,
GUTTER AND SIDEWALK
(COUNTY)

JC

DWG. BY

NTS

SCALE

EXHIBIT A

HAMMER LANE WIDENING PHASE 3B PROJECT
(Alexandria Place to Thornton Road)

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

DATE
Feb. 2008

EXHIBIT B

Estimated County Cost		
No.	Item	Cost
1	Preliminary Engineering	\$17,500.00
2	Construction Management	\$7,500.00
3	Construction Cost	\$149,295.00
	Construction Contingencies (10%)	\$14,929.00
	Total	\$189,224.00