

A-16-218  
CITY-COUNTY COOPERATIVE AGREEMENT  
FOR THE  
THORNTON ROAD WIDENING PROJECT

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of June, 2016, by and between the CITY OF STOCKTON, a Municipal Corporation to the State of California, ("CITY"), the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, ("COUNTY")

W I T N E S S E T H

WHEREAS, the City has determined the need to widen and improve Thornton Road from Pershing Avenue to Bear Creek (herein referred to as "PROJECT"), which includes a segment in San Joaquin County jurisdiction (approximately Davis Road to Pershing Avenue);

WHEREAS, CITY has secured Measure K bond funds for PROJECT within City limits, Exhibit A;

WHEREAS, COUNTY desires that CITY extend the limits of PROJECT and construct improvements in COUNTY'S jurisdiction as shown on, Exhibit A;

NOW, THEREFORE, it is mutually agreed by and between CITY and COUNTY as follows:

1. The work to be performed includes, but is not limited to: environmental documentation and mitigation, design, permitting, utility relocations, public outreach, securing right-of-way, advertising, construction and construction management for PROJECT within CITY and COUNTY jurisdictions.
2. The parties agree that CITY is the lead agency and responsible for the preparation of the environmental documentation, right of way acquisition, utility relocations, design, and construction of PROJECT.
3. CITY will be responsible for and pay for environmental documentation, right-of-way acquisition, utility relocation, design and construction costs within CITY jurisdictions for the PROJECT. COUNTY will be responsible for actual costs associated with the design, environmental, construction and construction engineering within COUNTY jurisdiction. COUNTY'S share of these costs is estimated at \$2,044,950 per Exhibit B.
4. COUNTY's estimated share for construction is approximately \$1,881,950, which includes a 10% contingency (see Exhibit B). COUNTY's estimated share for construction management is \$143,000. The COUNTY's estimated share of Preliminary Engineering cost is \$20,000. Final COUNTY contribution for construction management will be based on the actual negotiated construction management consultant contract to be procured by the CITY.

5. COUNTY acknowledges that Exhibit B represents the best known estimate at the time of advertising. CITY will bid PROJECT with CITY's segment as Base Bid and COUNTY's segment as Bid Alternate A. CITY intends to award a construction contract and begin construction in the summer of 2016, unless a bid protest or other extreme consequences arise.
6. In the event the bid amount for the COUNTY segment is more than \$1,295,000, CITY and COUNTY will endeavor upon an alternative course of action. If after (5) days an alternative course of action is not agreed upon, then the COUNTY segment will not be awarded. If COUNTY segment is not awarded, CITY will provide plans and specifications for COUNTY segment to COUNTY to be let as a separate contract by COUNTY.
7. COUNTY shall cooperate with CITY's efforts to deliver the PROJECT so as to comply with the schedule and/or conditions prescribed by the CITY and/or its funding source.
8. COUNTY shall provide information and consultation to CITY to facilitate delivery of the PROJECT within the unincorporated area of the COUNTY.
9. COUNTY shall be responsible for all costs associated with any hazardous materials found during construction of improvements within COUNTY's jurisdiction.
10. COUNTY will issue a "no fee" encroachment permit for work within COUNTY right-of way to CITY upon proper application by CITY.
11. COUNTY shall pay for any change orders that affect construction of improvements in COUNTY jurisdiction. CITY will seek COUNTY approval for change orders in COUNTY jurisdiction. COUNTY shall respond in an expedited manner during construction to requests for approval of change orders.
12. COUNTY shall assist CITY in discussions with County constituents as needed to resolve PROJECT issues or impacts.
13. 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.
14. CITY hereby represents and warrants that the letting of PROJECT contracts and construction will be done pursuant to the laws of the State of California.


15. COUNTY contribution shall be limited to a maximum of \$2,044,950, unless otherwise approved by the COUNTY. COUNTY shall share in any cost savings on PROJECT due to receipt of low bids or lower final construction costs proportionate to COUNTY'S contribution.
16. CITY shall submit invoice to COUNTY for work performed in the COUNTY segment on a quarterly basis. Upon approval of invoice and supporting documentation, COUNTY shall make payment to CITY within sixty (60) calendar days.
17. Prior to final payment by COUNTY to CITY, CITY shall provide COUNTY copies of the final documentation including, but not limited to, record drawings, and a final detailed statement of all project construction costs and all engineering costs borne by CITY in support of the PROJECT.
18. 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 and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY and/or its agents 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, 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 and/or its agents under this AGREEMENT.
19. 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 and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY and/or its agents 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, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions for liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this AGREEMENT.

Execution of the foregoing Agreement 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, 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   
Clerk



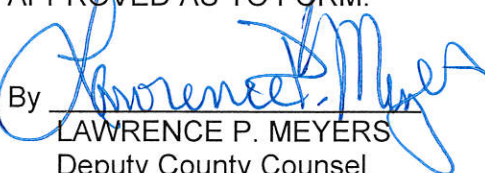
APPROVED AS TO FORM:  
JOHN LUEBBERKE  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney

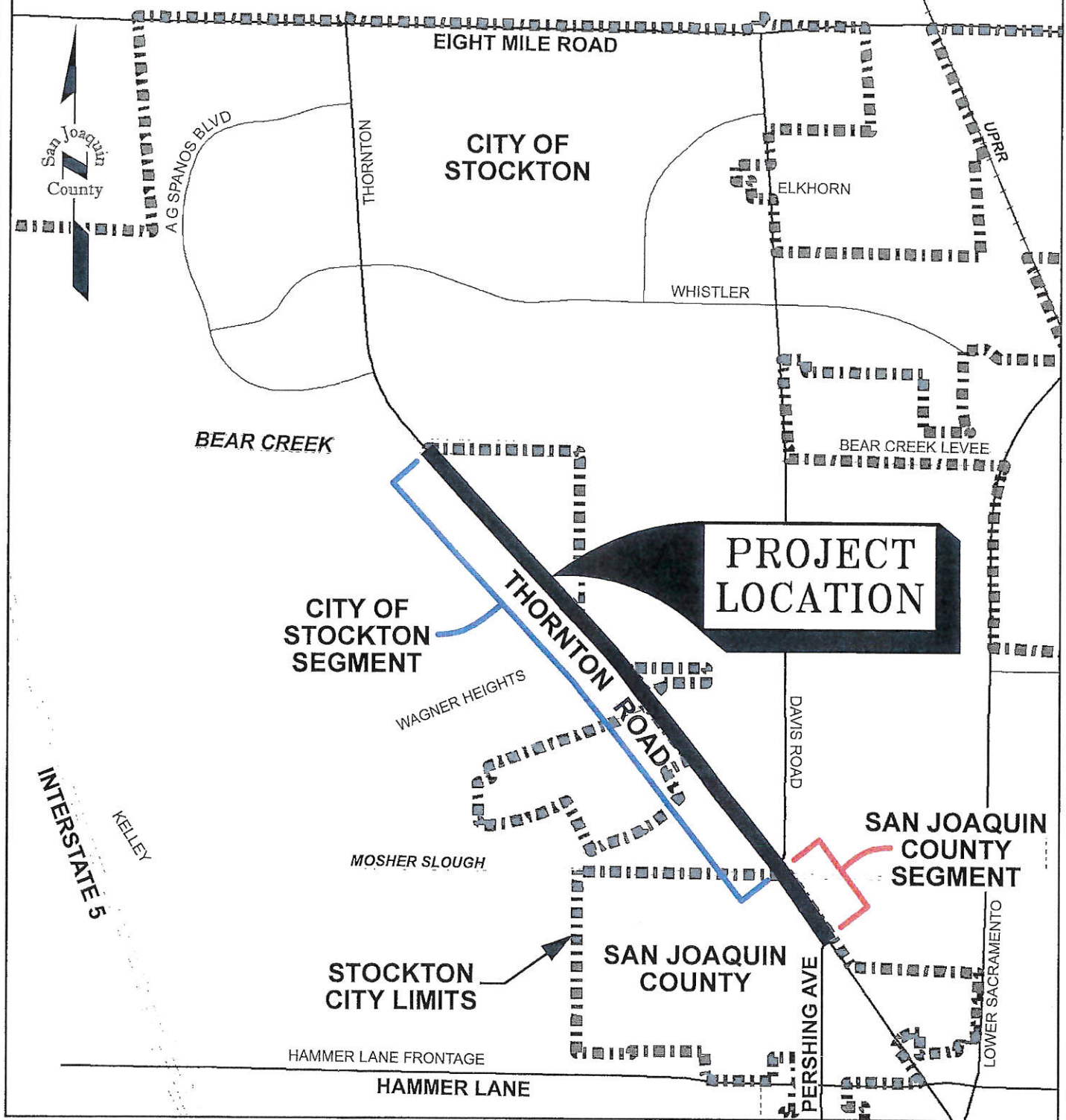
Recommended for Approval:

  
KRIS BALAJI  
Director of Public Works  
San Joaquin County

APPROVED AS TO FORM:

By   
LAWRENCE P. MEYERS  
Deputy County Counsel





MARCH 2016

NO SCALE



# Exhibit A Vicinity Map THORNTON ROAD WIDENING

(Pershing Avenue to Bear Creek Bridge)



**EXHIBIT B**

Estimated County Cost		
No.	Item	Cost
1	Preliminary Engineering	\$20,000.00
2	Construction Management	\$143,000.00
3	Construction Cost	\$1,710,864.00
	Construction Contingencies (10%)	\$171,086.00
	<b>Total</b>	<b>\$2,044,950.00</b>

# Before the Board of Supervisors

County of San Joaquin, State of California

B-16-356

MOTION: Miller/Winn/5

**BOARD ORDER APPROVING A CITY-COUNTY COOPERATIVE AGREEMENT WITH  
THE CITY OF STOCKTON FOR THE THORNTON ROAD WIDENING PROJECT**

THIS BOARD OF SUPERVISORS hereby approves a City-County Cooperative Agreement (Agreement) with the City of Stockton for the Thornton Road Widening Project; and,

FURTHER authorizes and directs the Chair of the Board of Supervisors to sign the Agreement on behalf of San Joaquin County; and,

FUTHER authorizes Director of Public Works to execute other documents, as necessary, including any Contract Change Orders.

I HEREBY CERTIFY that the above order was passed and adopted on  
06/14/2016 by the following vote of the Board of Supervisors, to wit:

AYES: Villapudua, Miller, Winn, Elliott, Zapien

NOES: None

ABSENT: None

ABSTAIN: None



MIMI DUZENSKI  
Clerk of the Board of Supervisors  
County of San Joaquin,  
State of California

**Mimi Duzenski**