CONSENT AGENDA

AGENDA ITEM 12.12
TO: Mayor and City Council
FROM: Robert Murdoch, Director
Public Works Department
SUBJECT: CITY-COUNTY COOPERATIVE AGREEMENT FOR THE INSTALLATION OF SPEED HUMPS AND CUSHIONS IN UNINCORPORATED LINCOLN VILLAGE AREA; AND CONTRACT CHANGE ORDER NO. 3 WITH TEICHERT CONSTRUCTION, FOR INSTALLATION OF ADDITIONAL SPEED HUMPS AND SPEED CUSHIONS

RECOMMENDATION:

It is recommended that the City Council adopt a motion which:

1) Authorizes the City Manager to execute a City-County Cooperative Agreement for the installation of traffic calming measures in the unincorporated Lincoln Village area of Stockton, and

2) Authorizes the City Manager to execute Contract Change Order No. 3 in the amount of $12,120 with Teichert Construction (City’s Purchase Order #168746) for the 2011 Speed Hump-Speed Cushion Project.

It is further recommended that the motion authorize the City Manager to take whatever actions are appropriate to carry out the purpose and intent of these motions.

Summary

The City of Stockton (City) through the Neighborhood Traffic Management Program has a contract with Teichert Construction for the 2011 Speed Hump and Speed Cushion Project to install traffic calming measures at various locations within the City.

To meet a short delivery schedule, San Joaquin County (County) wishes to install speed humps and speed cushions at specific locations within the unincorporated area of Lincoln Village, see Vicinity Map - Attachment A, utilizing the City’s contract with Teichert Construction. To facilitate this, a Cooperative Agreement is needed to outline the roles and responsibilities for the City and County (see Attachment B).

Based on the original scope of the project, the County estimated the cost to install traffic calming measures in Lincoln Village at $36,300 with $30,000 for installation, $3,000 for City administrative costs, and $3,300 for contingencies. The County subsequently
CITY-COUNTY COOPERATIVE AGREEMENT FOR THE INSTALLATION OF SPEED HUMPS AND CUSHIONS IN UNINCORPORATED LINCOLN VILLAGE AREA; AND CONTRACT CHANGE ORDER NO. 3 WITH TEICHERT CONSTRUCTION, FOR INSTALLATION OF ADDITIONAL SPEED HUMPS AND SPEED CUSHIONS

(reduced the amount of work after the Cooperative Agreement had been finalized and before City staff could verify the cost of the work using our material costs and Teichert’s unit costs.

The City’s estimate to complete the work is $16,448, which includes $4,328 in material costs (signs, posts, anchors, nuts, bolts, chevrons, and pavement legends) and Contract Change Order No. 3 with Teichert in the amount of $12,120 to supply and install the speed humps and cushions and to install the City provided materials.

The recommended action will provide a mechanism for the County to install traffic calming measures quickly while insuring the City is fully reimbursed. The Board of Supervisors approved the Cooperative Agreement at their September 27, 2011 meeting.

DISCUSSION

Background

The City of Stockton has installed traffic calming devices for a number of years under the Neighborhood Traffic Management Program. This Program has proved to be effective in reducing the speed of vehicles in residential neighborhoods throughout the City. The contract to install improvements is awarded on a yearly basis. The 2011 Speed Hump, Speed Cushion, and Speed Table Project was awarded by Council Resolution No. 11-0038 to Teichert Construction on February 15, 2011.

The County is considering implementing a traffic calming program and desires to conduct a test by installing six speed humps and five speed cushions in the unincorporated Lincoln Village area. See Attachment A for the locations of the humps and cushions. The County has committed to construct these improvements before the end of the current calendar year. The most expedient way for the County to deliver this is by using the City’s existing contract with Teichert Construction.

Present Situation

The attached Cooperative Agreement (Attachment B) was approved by the County Board of Supervisors on September 27, 2011 and specifies the City will be the lead agency and fiscal agent for this project utilizing the City’s existing contract documents. The County will reimburse the City for actual cost of installation, signage, pavement markings, and administrative costs.

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CITY-COUNTY COOPERATIVE AGREEMENT FOR THE INSTALLATION OF SPEED HUMPS AND CUSHIONS IN UNINCORPORATED LINCOLN VILLAGE AREA; AND CONTRACT CHANGE ORDER NO. 3 WITH TEICHERT CONSTRUCTION, FOR INSTALLATION OF ADDITIONAL SPEED HUMPS AND SPEED CUSHIONS

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Based on the original scope of the project, the County estimated the cost to install traffic calming devices in Lincoln Village at $36,300 with $30,000 for installation, $3,000 for City administrative costs, and $3,300 for contingencies. The County subsequently reduced the amount of work after the Cooperative Agreement had been finalized and before City staff could verify the cost of the work using our material costs and the unit costs in Teichert's contract.

The City's estimate to complete the work is $16,448, which includes $4,328 in material costs (signs, posts, anchors, nuts, bolts, chevrons, and pavement legends) and Contract Change Order No. 3 with Teichert Construction in the amount of $12,120 to supply and install the speed humps and cushions and to install the City provided materials. Contract Change Order No. 3 will bring the total amount of the contract with Teichert Construction to $219,454.

The recommended action will provide a mechanism for the County to install traffic calming measures quickly while insuring the City is fully reimbursed.

Financial Summary

The City-County Cooperative Agreement calls for the City to provide written notice to the County after the agreement is approved. Within 30 days after receipt of such written notice, County shall deposit with City, the amount of $36,300 to cover all costs of installation of speed humps and speed cushions, City administrative costs, plus a 10 percent contingency. Within 60 days of project completion, City shall furnish County with a detailed statement showing the actual cost of the project. City will then refund any portion of County's deposit that was not needed to pay the actual costs. Given that the County overestimated the cost of the work, it is anticipated that funds will need to be refunded. The following financial transactions are required:

Establish revenue estimate and appropriate to:

Account 304-6653
Neighborhood Traffic Calming, County funds $36,300

The City Manager is authorized to perform the above noted action and also to undertake additional financial actions that may be necessary and appropriate to carry out the purpose and intent of the motion.
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There is no impact to the City's General Fund.

Respectfully submitted,

ROBERT MURDOCH, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED

MICHAEL E. LOCKE
DEPUTY CITY MANAGER

RM: TG: SA: jtt

Attachment: A – Vicinity Map
B - Cooperative Agreement (City-County)

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2011 Speed Hump/Cushion Project 11-01 Phase 4
Unincorporated Lincoln Village Vicinity Map

Final Location of speed hump/cushion to be determined by SJC Transportation Engineering prior to installation

- Speed Hump
- Speed Cushion
CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE INSTALLATION OF SPEED HUMPS AND CUSHIONS
IN THE LINCOLN VILLAGE AREA

This Agreement, is made and entered into this ____ day of __________, 2011, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter designated "COUNTY," and the CITY OF STOCKTON, a chartered city of the State of California, hereinafter designated "CITY,"

WITNESSETH:

WHEREAS, the CITY let a contract for its 2011 Speed Hump, Speed Cushion, and Speed Table (Project 11-01), hereinafter referred to as PROJECT, in accordance with the Public Contracting Code; and

WHEREAS, the CITY has entered into a contract with Teichert Construction on February 15, 2011, for PROJECT to install these traffic calming measures at various locations within the CITY; and

WHEREAS, the COUNTY in conjunction with the neighborhood desires to install speed humps and speed cushions at select locations in the unincorporated area of Lincoln Village, which is adjacent to the CITY,

THEREFORE, the CITY and COUNTY agree as follows:

1. CITY shall act as the lead agency and fiscal agent for PROJECT and shall perform all work necessary for construction of PROJECT.

2. CITY shall utilize existing contract documents for the purpose of Installing Speed Humps and Cushions upon COUNTY streets as shown on Exhibit A.

3. COUNTY shall deposit with CITY, within thirty (30) days after receipt of written notice from CITY, the amount of $36,300 which represents the COUNTY'S estimated cost of installation of Speed Humps and Cushions plus City administrative costs (estimated at $30,000 and $3,000, respectively) and ten (10) percent contingency ($3,300). COUNTY is only responsible to pay
CITY for the actual cost of the PROJECT located in the unincorporated area. COUNTY'S total cost shall not exceed $36,300.

4. The anticipated end date of the Construction Contract (an annual contract) is December 31, 2011. After sixty (60) days following completion of PROJECT and all work and incidental thereto, CITY shall furnish COUNTY with a detailed statement of the actual cost of PROJECT to be borne by COUNTY. CITY thereafter shall refund COUNTY any amount of COUNTY'S deposit paid pursuant to Clause 3, above after the actual cost has been deducted. CITY shall invoice COUNTY for the amount required to complete COUNTY'S financial obligation pursuant to this AGREEMENT.

5. CITY warrants to COUNTY that the contractor or contractors for the construction of PROJECT will be required to furnish a Faithful Performance Bond in the amount of one hundred percent (100%) of the CONTRACT price and a Labor and Materials Bond in the amount of one hundred percent (100%) of the CONTRACT price. Said contractor or contractors will be required by CITY to name COUNTY as additional insured and carry sufficient public liability, property damage, and Workers' Compensation Insurance to protect CITY and COUNTY against claims arising out of the construction of PROJECT up to the time of final completion and acceptance of PROJECT by CITY.

6. COUNTY will issue, upon proper application, the encroachment permits required for work within COUNTY right of way to CITY, CITY'S contractor, consultants and agents, at no cost.

7. 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.

8. 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 of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this AGREEMENT.

9. If any provisions in this AGREEMENT are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and CITY and COUNTY will automatically sever those provisions from this AGREEMENT.

10. This AGREEMENT shall terminate upon acceptance of the completed improvements for PROJECT by COUNTY. Indemnification, audit, claims, reimbursement, and replacement clauses shall remain in effect for an additional year after acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date and year first above written.

COUNTY OF SAN JOAQUIN,

a political subdivision of the State of California

By __________________________
FRANK L. RUHSTALLER, Chairman of the Board of Supervisors County of San Joaquin, State of California

"COUNTY"

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By __________________________ (SEAL)
Deputy Clerk

CITY OF STOCKTON

By __________________________
BOB DEIS, City Manager

ATTEST:

By __________________________
BONNIE PAIGE
Clerk of the City of Stockton

APPROVED AS TO FORM:

By __________________________
JOHN LUEBBERKE
City Attorney
City of Stockton
RECOMMENDED FOR APPROVAL:

By ____________________
THOMAS M. GAU
Director of Public Works
County of San Joaquin

APPROVED AS TO FORM:

By ____________________
LAWRENCE P. MEYERS
Deputy County Counsel