

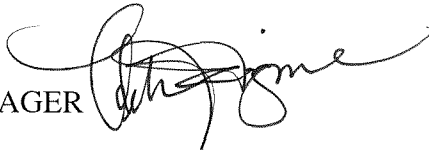


MEETING DATE: 6/19/06  
ITEM NO. 9

## COUNCIL AGENDA REPORT

DATE: JUNE 14, 2006

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER 

SUBJECT: AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES  
ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO  
EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LOS GATOS  
AND THE CITY OF CAMPBELL FOR CONSTRUCTION INSPECTION  
SERVICES ON A TEMPORARY BASIS NOT TO EXCEED \$40,000

### RECOMMENDATION:

Adopt resolution authorizing the Town Manager to execute an agreement (Exhibit A) between the Town of Los Gatos and the City of Campbell for Construction Inspection Services on a temporary basis not to exceed \$40,000.

### BACKGROUND:

The Town of Los Gatos requires construction inspection services on a temporary basis due to the volume of inspections and the absence of an Engineering Inspector that has been on medical leave for an extended period of time.

### DISCUSSION:

The Town will soon experience a substantial increase in inspection needs due to the construction of several large Capital Improvement Program projects that will occur this summer.

The proposed agreement between Los Gatos and Campbell represents another step forward in partnering to deliver municipal services.

PREPARED BY:

  
JOHN E. CURTIS

Director of Parks and Public Works

Reviewed by: JS Assistant Town Manager OK Town Attorney \_\_\_\_\_ Clerk Administrator  
SV Finance \_\_\_\_\_ Community Development

Revised: 6/14/06 2:14 pm

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MAYOR AND TOWN COUNCIL

SUBJECT: AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

JUNE 14, 2006

CONCLUSION:

It is recommended that the Town Manager authorize and execute an agreement with the City of Campbell for construction inspection services on a temporary basis.

ENVIRONMENTAL ASSESSMENT:

There is no environmental assessment.

FISCAL IMPACT:

The Town of Los Gatos will pay for all services received in accordance with the payment terms specified in the accompanying agreement. Funding for these services is available from the Engineering Program's budget, from expected staff salary savings in the 5030 program due to a current staff out on medical leave. If a budget adjustment is deemed necessary, staff will report revised staffing needs at mid-year.

Attachments:

Resolution authorizing an agreement with the City of Campbell for construction inspection services (with Exhibit A - Agreement and Scope of Work/Rate Schedule)

Distribution:

Michelle Quinney, City of Campbell, 75 North Central Avenue, Campbell, CA 95008

## **RESOLUTION**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT  
WITH THE CITY OF CAMPBELL  
TO PROVIDE CONSTRUCTION INSPECTION SERVICES ON A TEMPORARY BASIS  
NOT TO EXCEED \$40,000**

**WHEREAS**, it is in the mutual best interest of the Town of Los Gatos (TOWN) and the City of Campbell (CITY) to work cooperatively; and

**WHEREAS**, the CITY has a resource needed by the TOWN for construction inspection services; and

**WHEREAS**, the CITY is willing to provide such services to the TOWN;

**RESOLVED**, that the Town Council does hereby authorize the Town Manager to execute an agreement (Exhibit A) not to exceed \$40,000 between the Town of Los Gatos and the City of Campbell to provide contract Construction Inspection Services for the Town of Los Gatos.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 19th day of June, 2006 by the following vote.

**COUNCIL MEMBERS:**

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA



# **CONSTRUCTION INSPECTION SERVICES AGREEMENT**

This Agreement entered into on \_\_\_\_\_, is between the CITY OF CAMPBELL (CITY), a municipal corporation, and the TOWN OF LOS GATOS (TOWN).

## **RECITALS**

- (1) TOWN is authorized to enter into an Agreement with CITY to provide construction inspection services for various TOWN projects.
- (2) TOWN is prepared to authorize CITY to provide construction inspection services. The various services to be performed ("SERVICES") are listed in the Scope of Work, attached hereto as Attachment A.
- (3) In order to assist TOWN with the implementation of its projects, CITY is willing, at TOWN's sole expense, to provide the SERVICES.
- (4) TOWN and CITY do mutually desire to cooperate in the area of construction inspection and desire to specify herein the terms and conditions under which the SERVICES will be provided.

NOW, THEREFORE, the parties agree as follows:

## **AGREEMENT**

### **SECTION 1**

#### **TOWN SHALL:**

- A. Provide CITY with necessary regulations, policies, procedures, manuals, standard plans and specifications and other standards required to define the quality and scope of SERVICES.
- B. Work with CITY to assure that required TOWN procedures are followed.
- C. Bear all costs for SERVICES, as set forth in the Rate Schedule attached hereto as Attachment B.
- D. Provide prompt review and approval, as appropriate, of submittals by CITY.
- E. Reimburse CITY within 30 days after receipt of each billing associated with the SERVICES.

## SECTION II

### CITY SHALL:

- A. Perform SERVICES utilizing CITY's staff and in accordance with TOWN's laws, rules, regulations, policies, procedures, manuals, standard plans and specifications, and other standards as provided by TOWN in accordance with Section I.A. of this Agreement. All SERVICES are to be subject to ongoing review by TOWN. TOWN shall have the right to interview and approve or reject personnel provided by CITY for each project. CITY shall have the right to decline to perform any particular SERVICE requested because of staffing or other considerations.
- B. Prior to commencement of SERVICES, establish a separate account or accounts to accumulate charges for all work performed on behalf of TOWN pursuant to this Agreement.
- C. Submit signed itemized invoices, no more often than once monthly, for costs to be borne by TOWN with specific details of all costs incurred during the period of the invoice, which period shall be a minimum of one month. Invoices will meet format and content requirements specified by TOWN. Each invoice shall be submitted to TOWN's Project Coordinator for approval and forwarding to the appropriate Accounting Office for payment.
- D. Submit a final report of expenditures, in the same format and detail as the invoices described in Section II.C. of this Agreement within thirty (30) days after completion of SERVICES.
- E. Retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and make such materials available at the offices of CITY at all reasonable times during the contract period and for three years from the date of final payment under this Agreement. TOWN shall have access to any books, records, and documents of CITY that are pertinent to this Agreement for audits, examinations, excerpts, and transactions. CITY shall furnish copies of said documents if requested by TOWN. CITY shall be reimbursed by TOWN for all costs incurred by CITY in providing requested information.
- F. Be responsible for the personnel costs and obligations associated with the staff it assigns to perform the SERVICES, including base salary, overtime salary and fringe benefits, Workers' Compensation, retirement, and discipline.

## SECTION III

- A. All obligations of parties under the terms of this Agreement are subject to the appropriation of sufficient resources by TOWN for each individual project for which the

SERVICES are requested. TOWN shall not request SERVICES until the necessary funds have been appropriated.

- B. TOWN shall reimburse CITY for all costs incurred by CITY for SERVICES in accordance with the Rate Schedule set forth in Attachment B. CITY may update the Rate Schedule on an annual basis beginning one year from the date of execution of the Agreement. The total cost reimbursement payable by TOWN to CITY under this Agreement shall not exceed \$ 40,000 (Forty thousand dollars).
- C. The parties shall each designate a Project Coordinator through whom all communications between the two parties will occur. The TOWN Project Coordinator will be responsible for any necessary review of the work of CITY during performance of SERVICES and approval of invoices for payment as submitted by CITY.
- D. Upon completion of each individual project under this Agreement, ownership and title to all reports and documents produced as part of SERVICES will automatically be vested in TOWN and no further agreement will be necessary to transfer ownership to TOWN.
- E. Neither TOWN nor any officer or employee thereof is responsible for any damage or liability occurring by reasons of negligent or willful misconduct by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. Pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless TOWN and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries or death to any person or damage to property resulting from any negligence or willful misconduct in connection with anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reasons of negligent or willful misconduct by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. Pursuant to Government Code Section 895.4, TOWN shall defend, indemnify and save harmless CITY and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from any negligence or willful misconduct in connection with anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- G. No amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not expressly incorporated herein shall be binding on either of the parties hereto.
- H. Either party may terminate this Agreement upon written notice to the other party. At the time of termination, CITY will be paid for work performed through and including the

date of receipt of the noticed termination in accordance with the terms of this Agreement. All documents, including raw data prepared up to the time of termination shall become the property of TOWN.

- I. Except as otherwise provided herein, this Agreement shall terminate on June 30, 2007.
- J. Any notice served pursuant to this Agreement shall be personally delivered or sent by first class U.S. mail or by overnight courier promising overnight delivery to the following:

CITY: City of Campbell  
Michelle Quinney, City Engineer  
70 North First Street  
Campbell, CA 95008

TOWN: Town of Los Gatos  
Kevin Rohani, Town Engineer  
110 East Main Street  
Los Gatos, CA 95032

Notice shall be effective on the date of receipt of personal delivery or certified U.S. mail or three days after mailing by regular U.S. mail or on the date promised for delivery by an overnight courier, whichever is earlier.

- K. This Agreement includes the following attachments, which are incorporated herein by reference:

Attachment A: Scope of Services  
Attachment B: Rate Schedule

"CITY"  
CITY OF CAMPBELL, a  
Municipal corporation

"TOWN"  
TOWN OF LOS GATOS

By \_\_\_\_\_  
Robert Kass  
Public Works Director

By \_\_\_\_\_  
Name:  
Title:



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOWN OF LOS GATOS, by:**

**CITY OF CAMPBELL, by:**

\_\_\_\_\_  
Debra J. Figone, Town Manager

\_\_\_\_\_  
Robert Kass, Director of Public Works

\_\_\_\_\_  
70 North First Street

\_\_\_\_\_  
Campbell, CA 95008

**RECOMMENDED BY;**

\_\_\_\_\_  
John E. Curtis  
Director of Parks and Public Works

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Orry P. Korb, Town Attorney

**ATTEST:**

\_\_\_\_\_  
Marlyn Rasmussen, Clerk  
Administrator  
Town of Los Gatos

## ATTACHMENT A

### SCOPE OF WORK

CITY will provide construction inspection services as set forth below:

1. CITY will provide one or more construction inspectors as requested by TOWN. The SERVICES shall consist of general construction inspection unless defined more specifically, in writing, for each assignment. The inspector(s) will report directly to the TOWN Engineer, or as otherwise designated.
2. In general, the SERVICES shall include, without limitation, field observation of construction activity, preparation of daily reports, and coordination with outside agencies and citizens if necessary.

## ATTACHMENT B

### RATE SCHEDULE

#### Senior Public Works Inspector

##### **FY 05-06**

\$65.83/hr. (regular)

\$93.21/hr. (overtime)

##### **FY 06-07**

\$68.15/hr. (regular)

\$96.26/hr. (overtime)

#### Public Works Inspector

##### **FY 05-06**

\$62.07/hr. (regular)

\$87.71/hr. (overtime)

##### **FY 06-07**

\$64.29/hr. (regular)

\$90.60/hr. (overtime)