

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works *[Signature]*

BOARD AGENDA # \*C-1

Urgent  Routine  *[Signature]*

AGENDA DATE March 15, 2011

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Memorandum of Agreement between the City of Modesto and Stanislaus County for the Preliminary Engineering Phase of the 7<sup>th</sup> Street Bridge

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Agreement between the City of Modesto and Stanislaus County for the Preliminary Engineering Phase of the 7<sup>th</sup> Street Bridge.
2. Authorize the Chairman of the Board to execute the Memorandum of Agreement between the City of Modesto and Stanislaus County for the Preliminary Engineering Phase of the 7<sup>th</sup> Street Bridge.

FISCAL IMPACT:

The total estimated cost of the Preliminary Engineering (PE) phase is approximately \$2.9 million. The total estimated local match from the City of Modesto and Stanislaus County will not exceed \$183,500 each, for a total local match of \$367,000. County local match funds are available in the Stanislaus County Road Fund. Federal Highway Bridge Program (HBP) funds in the amount of \$2,547,539 are anticipated for the PE phase of this project. The California Department of Transportation (Caltrans) authorized \$1,106,625 in HBP funds on August 6, 2010.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-167

On motion of Supervisor DeMartini, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval of a Memorandum of Agreement between the City of Modesto and Stanislaus County for the Preliminary Engineering Phase of the 7<sup>th</sup> Street Bridge

An additional \$1,440,914 of HBP funds has been programmed by Caltrans in Fiscal Year 2010-2011. These funds should be authorized for funding by August 2011. The project is expected to be in the environmental and design phase for approximately five years, with the subsequent right-of-way and utility relocation phase expected to take approximately two years. The City's and County's intent is to authorize a new MOA for the right-of-way phase and another MOA for the construction phase.

The County is proposing to pay the first half of the local match in Fiscal Years 2010 through 2013 with the City paying the second half of the local match in Fiscal Years 2012 through 2014. This payment schedule is allowing the City to commit to the project today, while providing additional time for them to budget the funds.

### **DISCUSSION:**

The 7<sup>th</sup> Street Bridge was built in 1916 for \$110,000 by Stanislaus County and consists of a series of "Cantcrete" type trusses supported on reinforced concrete piers and abutments all founded on concrete or timber piling. The entire bridge span is approximately 1,170 feet in length and the Average Daily Traffic (ADT) volume is approximately 13,500 vehicles according to the 2008 Traffic survey.

This bridge has a long and storied life, being a fine example of early concrete bridge construction in the State of California.

The bridge is eligible for inclusion on the National Register of Historic Places, as it is the last major Beaux Arts Bridge in the Central Valley. The Beaux Arts movement was part of the City Beautiful movement at the turn of the last century. The City Beautiful movement strived to bring monumental architecture to enhance the public places of a city. This bridge served as the signature gateway to Modesto long before the State Highways were present as this road was part of the highway between Modesto and Turlock.

### Engineering Issues

The 7<sup>th</sup> Street Bridge is the lowest rated bridge within the 8 counties in District 10 of Caltrans. This bridge has a sufficiency rating of 2 on a scale from 1 to 100, with 100 being the best. Although the bridge is considered structurally sound for now, it is showing its age, as there is significant spalling, advanced signs of alkali silica reaction, exposed and deteriorating steel reinforcing and considerable deflection at the cantilevered sections. This bridge has been weight restricted to 4 tons gross load since 1979. The original order weight restricting this bridge was signed by the State Department of Public Works in 1937. The bridge has been weight restricted from legal loads for 73 of the 94 years that the bridge has been in existence. The bridge is listed as Structurally Deficient on the Caltrans Structures Maintenance and Investigation Local Bridge List.

## Approval of a Memorandum of Agreement between the City of Modesto and Stanislaus County for the Preliminary Engineering Phase of the 7<sup>th</sup> Street Bridge

### Financial Issues

As Stanislaus County recognizes that this is an important link between the County and Downtown Modesto, the County is willing to split the costs equally for the bridge 50% / 50%. In addition, the County has offered to allow the City of Modesto to defer the match until 2013 as the City needs more time to identify resources for the local match. The City and County have agreed that each phase of work, Preliminary Engineering (PA&ED) / Right-of-Way / Construction will require a new Memorandum of Agreement (attachment). The County and City will also partner as feasible to secure external funding sources for this bridge improvements project. At a minimum the bridge is eligible for 88.53% Federal Funds through the Highway Bridge Program (HBP). The County and City intend to partner to obtain and secure additional funding sources for the local match for this bridge.

### **POLICY ISSUES:**

This action supports the Board's priorities of Effective Partnerships and A Well Planned Infrastructure System by rehabilitating and/or replacing a well-traveled and important City-County jointly owned bridge.

### **STAFFING IMPACT:**

There is no additional staffing impact associated with this item. Staff from the Department of Public Works and County Counsel have been involved in the preparation and/or coordination of the development of the MOA.

### **CONTACT PERSON:**

Matt Machado, Public Works Director. Telephone: 209-525-4130.

DL:lc

L:\BRIDGES\9604 - 7TH ST Over TUOLUMNE RIVER\Design\Board Items\DESIGN PROCESS\MOA City Of Modesto BOS Item 2\_3.15.11

**Seventh Street Bridge - Schedule**

<b>Activity</b>	<b>Begin</b>	<b>End</b>	<b>Duration</b>	<b>Total Cost</b>	<b>Local Match</b>
<b>Begin New MOU - Design Phase</b>					
RFA - E-76	Jul-09	Aug-10	1 month	\$ -	\$ -
Execute MOU with BOS & City Council	Aug-10	Apr-11	7 months		
RFP & Select Consultant	Apr-11	Jul-11	3 months		\$ -
Consultant Audit with Caltrans/Programming	Jul-11	Jan-12	6 months		\$ -
Preliminary Engineering	Jan-12	Jan-15	3 years	\$ 3,200,000	\$ 367,000
Environmental Document	Jan-15	Mar-15	2 months		
<b>Begin New MOU - ROW Phase</b>					
ROW / Utilities	Jul-13	Jul-15	2 years	\$ 6,000,000	\$ 688,200
<b>Begin New MOU - Construction Phase</b>					
Project Bidding	Aug-15	Oct-15	2 months		
Award	Oct-15	Dec-15	3 months		
NTP	Dec-15	Feb-16	2 months		
Construction	Feb-16	Feb-18	2 years	\$ 28,000,000	\$ 3,211,600
			<b>Total</b>	<b>\$ 37,200,000</b>	<b>\$ 4,267,000</b>

**Local Match Schedule**

<b>Fiscal Year</b>	<b>Local Match</b>		<b>Notes</b>	<b>Total Commitment Per MOU Phase Per Agency</b>
	<b>Stan Co.</b>	<b>Modesto</b>		
09-10	\$ -	\$ -	No financial activity	
10-11	\$ -	\$ -	Re-programming at Caltrans	
11-12	\$ 122,300		Begin Design	
12-13	\$ 61,200	\$ 61,200		
13-14	\$ -	\$ 122,300	End Design	\$ 183,500
14-15	\$ 172,050	\$ 172,050	Begin ROW	
15-16	\$ 172,050	\$ 172,050	End ROW	\$ 344,100
16-17	\$ 535,300	\$ 535,300	Begin Construction	
17-18	\$ 535,300	\$ 535,300		
18-19	\$ 535,300	\$ 535,300	End Construction	\$ 1,605,800
<b>Total Match</b>	<b>\$ 2,133,500</b>	<b>\$ 2,133,500</b>		
<b>Total</b>	<b>\$ 4,267,000</b>			

**MEMORANDUM OF AGREEMENT  
For the Preliminary Engineering Phase  
Of the 7<sup>TH</sup> Street Bridge Project**

This Memorandum of Agreement (the "MOA") is made and entered into by and between the County of Stanislaus (the "County") and the City of Modesto (the "City") on April 5, 2011.

**INTRODUCTION**

- A. The purpose of this MOA is to facilitate cooperation between the City and the County for the construction of a project to rehabilitate or replace the 7<sup>th</sup> Street Bridge over the Tuolumne River (the "Project"), which Project area is partially located within the City limits and within the unincorporated area of the County; and
- B. The Seventh Street Bridge is the lowest rated bridge within the 8 counties in District 10 of Caltrans. This bridge has a Sufficiency Rating of 2 on a scale from 1 to 100, with 100 being the best. Although the bridge is considered structurally sound for now, it is showing its age, as there is significant spalling, advanced signs of alkali silica reaction, exposed and deteriorating steel reinforcing and considerable deflection at the cantilevered sections. This bridge has been weight restricted to 4 tons gross load since 1979. The original order weight restricting this bridge was signed by the State Department of Public Works in 1937. The bridge has been weight restricted from legal loads for 73 of the 94 years that the bridge has been in existence. The bridge is listed as Structurally Deficient, and;
- C. The current 7<sup>th</sup> Street Bridge requires reconstruction or replacement to meet standards for seismic events and, when completed, the project will provide an equal benefit to both the City and the County; and
- D. The Project will be constructed using State of California and/or Federal funds, which will be obtained, collected and administered by the County, and local match funds.
- E. Due to the engineering significance and age of the 7<sup>th</sup> Street Bridge, this structure has been identified as a historical landmark. Because of this historical landmark status, the City and County acknowledge the Project will take several years to complete; and therefore, a separate MOA will be entered into by the City and County for each phase of the project. The three project phases consist of: Preliminary Engineering Phase, Right of Way Acquisition and Utility Relocation Phase, and Construction Phase.

BOARD OF SUPERVISORS  
2011 APR 10 P 10:12

NOW, THEREFORE, it is agreed as follows:

## **SECTION 1. OBLIGATIONS OF THE COUNTY**

- 1.1 Project Planning. The County shall perform, or under its direction perform, all aspects of Project planning, engineering design, and environmental process, including the preparation of right-of-way plans, maps, documentation, preliminary and final project design, environmental analysis reports, and plans and specifications.
- 1.2 Project Costs. Unless otherwise specified in this MOA, the Project costs shall be shared equally fifty percent (50%) City and fifty percent (50%) County for all direct and indirect costs of Project planning throughout the Preliminary Engineering Design Phase (PE Phase). However, the County proposes to pay the first half of the local match money for the PE Phase. This would include all work performed in Fiscal Year 2010/2011 through Fiscal Year 2011-2012. Beginning in FY 2012-2013 a match would be expected of the City of Modesto as outlined in the attached schedule.
- 1.3 Project Accountability. Pursuant to Government Code section 6505, the County shall be strictly accountable for all State funds used to pay for the Project. Pursuant to Government Code section 6512, any surplus money on hand after completion of the Project shall be returned in proportion to the contributions made by the City and the County.
- 1.4 Lead Agency. The County shall be the "Lead Agency," as defined and used in sections 15050 and 15367 of title 14 of the California Code of Regulations, for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code., §21000 et sec.).
- 1.5 The County shall act in its capacity as the fiscal agent for the Project and perform or secure performance of all work necessary for the advance administration, planning, development, engineering, environmental analyses, for the Project including, but not limited to, survey, preparation of the plans and specifications.
- 1.6 The County will apply for funding commitments for the Project from the Federal HBP to reimburse up to the maximum limits for the participating costs of the Project, as specified herein in Exhibit A, and the remaining balance of the Project's actual costs not covered or reimbursed by Federal HBP funds is hereinafter referred to as "Local Cost Share".
- 1.7 The County shall timely pay all costs for the Project, including the Local Cost Share, and shall timely process Project payment requests to obtain Federal HBP reimbursement.
- 1.8 The cost of any work referred to herein in this Agreement shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to the Project, applied in accordance with County standard accounting procedures.

- 1.9 The County shall make available to the City all documents showing all cost incurred by County pertaining to the Project.

## **SECTION 2. OBLIGATIONS OF THE CITY**

- 2.1 Project Plans and Engineering. The City shall be entitled to review and comment upon any and all Project plans, specifications and designs and the County shall incorporate all reasonable requests to modify such plans, specifications and designs for portions of the Project lying within the City limits.
- 2.2 PROJECT FINANCING.
  - 2.2.1 The City shall invoice the County for all expenses incurred to cooperate and facilitate in the Project development, and associated expenses as described herein.
  - 2.2.2 The City shall submit all invoices and supporting documentation to the County on or before 5:00pm on the tenth (10<sup>th</sup>) calendar day of the month following the date in which the CITY requests reimbursement payments.
  - 2.2.3 The City shall fully cooperate with the County in providing all requested information or data necessary to apply for funding commitments for the Project from the Federal HBP to reimburse up to the maximum limits for the participating costs of the Project.
- 2.3 OTHER CITY OF MODESTO COVENANTS.
  - 2.3.1 The City shall designate a project manager through whom all communications between the parties to this Agreement shall be channeled.

## **SECTION 3. IT IS MUTUALLY AGREED AS FOLLOWS:**

- 3.1 Preliminary Engineering Phase Cost. The Preliminary Engineering cost is estimated to be \$3,200,000. The contract cost will be determined through the Caltrans Consultant Selection Process utilizing a two-step RFQ/RFP. The cost of the first phase of the project, including any amendments to the contract, will be split fifty percent (50%) City and fifty percent (50%) County.
- 3.2 Local Match. The "Local Match" is the remaining balance of the Project's costs not covered or reimbursed by State and/or Federal funds and shall be split equally at fifty percent (50%) City and fifty percent (50%) County. The Local Match is anticipated to be 11.47 percent (11.47%) of the total eligible Project costs. This percentage could change depending upon the reimbursement ratio of the State and/or Federal funding source. The Project's Local Match for the Preliminary Engineering Phase of the work which is estimated at \$367,000 and, therefore, the City and County's share

of the Local Match would be \$183,500 each based on an estimated Project cost of \$3,200,000. The City shall reimburse the County for its share of the Local Match as shown in Attachment A up to the maximum amount of \$183,500, with the first payment on the part of the City will be payable in FY 2012-2013, unless, amended through this MOA. If for any reason, the City's share of the Local Match is expected to exceed \$183,500, an amendment to this MOA would be required prior to any payment beyond the \$183,500.

- 3.3 Project Costs. Unless otherwise specified in this MOA, the Project costs shall be shared equally fifty percent (50%) City and fifty percent (50%) County for all direct and indirect costs of Project planning throughout the Preliminary Engineering Design Phase (PE Phase). However, the County proposes to pay the first half of the local match money for the PE Phase. This would include all work performed in Fiscal Year 2010/2011 through Fiscal Year 2011-2012. Beginning in FY 2012-2013 a match would be expected of the City as outlined in the attached schedule.
- 3.4 City and County shall each pay an amount equal to one-half or fifty percent (50%) of the Local Cost Share for the Project as set forth in Exhibit A. County shall invoice City for an amount equal to one-half or fifty percent (50%) of the Local Cost Share during the course of the Project. City shall reimburse County an amount equal to one-half or fifty percent (50%) of the Local Cost Share for the Project not covered or reimbursed by the Federal HBP for the Project.
- 3.5 County may submit all invoices and supporting documentation to City on or before 5:00 p.m. on the tenth (10<sup>th</sup>) calendar day of the month in which County requests reimbursement payments. City shall issue a reimbursement payment to County on or before the last calendar day of the same month for all timely invoices submitted by County.
- 3.6 County's total spending authority for a Project contract is approved by the Stanislaus County Board of Supervisors and includes the cost of the contracted services plus a contingency amount designated for any additions or changes to the contract if needed. County will provide written notice to City when the sum of all the task orders or contract change orders executed for a Project contract reaches 75% of the board-approved contingency. County will provide written notice to City prior to increasing the total spending authority for a Project contract that has been considered and approved by the Stanislaus County Board of Supervisors.
- 3.7 Indemnity. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this



Agreement.

- 3.8 Amendments. This Agreement may be amended or provisions contained herein may be altered, changed, or amended for the Project only by mutual written agreement signed and approved by the respective approving authorities of City and County. No oral understanding or agreement, not incorporated herein, shall be binding on any of the parties hereto.
- 3.9 Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt requested, or overnight delivery to the addresses set forth below:

City of Modesto:

Bill Sandhu  
City Engineer  
City of Modesto  
Community and Economic Dev, Dept  
1010 10<sup>th</sup> Street, Suite 4100  
Modesto, Ca. 95354

Stanislaus County:

Matt Machado  
Director  
Department of Public Works  
1716 Morgan Road  
Modesto, California 95358

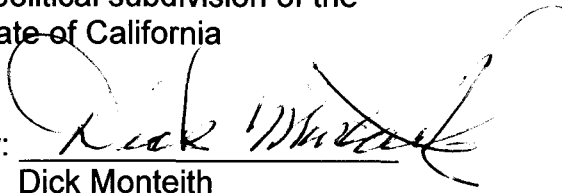
All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after the notice has been dispatched. The parties may change their respective address by giving notice of such change to the other party in the manner provided in this Section.

- 3.10 As may become necessary for Project development and delivery, through City and County cooperation, the Director of Public Works and City Engineer for City and County are authorized to administer and execute, by mutual written consent, various administrative documents necessary to engineer and construct the Project, provided that such actions do not exceed the authority of this Agreement.
- 3.11 Should any of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either of the Parties to enter and carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.
- 3.12 This Agreement may be terminated only by mutual written agreement signed and approved by the respective approving authorities of City and County.
- 3.13 County shall cause copies to be furnished to City following full execution of this Agreement

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2011- 113, adopted by the Council of the City of Modesto on the 5 day of April, 2011, and COUNTY has authorized the execution of this Agreement in duplicate by the Chairman of the Board under authority of Resolution No. <sup>2011-167</sup>       , adopted by the Board of Supervisors of Stanislaus County on the 15 day of March, 2011.

**COUNTY OF STANISLAUS,**  
a political subdivision of the  
State of California

By:   
Dick Monteith  
Chairman of the Board

**CITY OF MODESTO,**  
a Municipal Corporation

By:   
GREG MYHOFF  
City Manager

**ATTEST:**  
Christine Ferraro Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus,  
State of California

By:   
Clerk

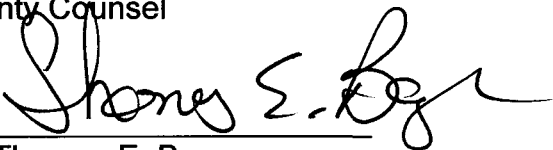
**ATTEST:**  
By:   
STEPHANIE LOPEZ,  
City Clerk

(SEAL)

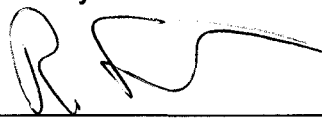
**APPROVED AS TO CONTENT:**  
Department of Public Works

By:   
Matt Machado, Director

**APPROVED AS TO FORM:**  
John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

**APPROVED AS TO FORM:**  
SUSANA ALCALA WOOD,  
City Attorney Counsel

By:   
ROLAND R. STEVENS,  
Assistant City Attorney