

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

DEPT: Public Works *mt*

BOARD AGENDA # *C-3

Urgent

Routine

AGENDA DATE August 19, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Contribution Agreement for the Sperry Road Reconstruction (Rogers Road to I-5) and Rogers Road Rehabilitation Project (Zacharias to HWY 33) between the City of Patterson and Stanislaus County

STAFF RECOMMENDATIONS:

Authorize the Chairman of the Board to sign the Contribution Agreement for the Sperry Road Reconstruction and Rogers Road Rehabilitation Project, between the City of Patterson and Stanislaus County.

FISCAL IMPACT:

The construction cost estimate to complete these two projects is \$1.75 million. The Contribution Agreement includes provisions for the City of Patterson (the City) to reimburse Stanislaus County (the County) \$865,000 of this total. The balance is included in the Public Works Fiscal Year 2014-2015 Budget.

BOARD ACTION AS FOLLOWS:

No. 2014-433

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Contribution Agreement for the Sperry Road Reconstruction (Rogers Road to I-5) and Rogers Road Rehabilitation Project (Zacharias to HWY 33) between the City of Patterson and Stanislaus County

DISCUSSION:

Infrastructure and the maintenance of that infrastructure is critical to all County and City residents. In particular there are two County roads on the edge of the City of Patterson in desperate need of critical maintenance. The subject roadway sections are critical links to the Patterson Business Park, City of Patterson residents, Diablo Grande Community, other County residents and the agricultural community. At the time of their construction it was not anticipated that they would see the traffic and loads that they see today. Below is a summary of each roadway scope, cost, and schedule for the needed maintenance.

Rogers Road - This portion of Rogers Road is a 2.5 mile section between Zacharias Road and SR33. The scope of proposed improvements includes replacing failed sections of roadway and placing a heavy asphalt overlay with reinforcing fabric. This segment of roadway is completely outside of the current city limits. The construction estimate for this work is \$900,000. It is anticipated that this project start construction in September with completion anticipated in November of this year. The proposed cost sharing of this project is 70/30, with the County incurring the 70% cost share. The City's share of this project will be \$270,000, repaid to the County as follows: Fiscal Year (FY) 15-16 of \$110,000, FY16-17 of \$110,000 and FY17-18 of \$50,000.

Sperry Road - This portion of Sperry Road is approximately 200' east of Rogers Road to approximately 200' west of the I-5 south bound ramps. This roadway segment is approximately 2,000' in length, with approximately 750' within the City limit. The improvements will include removing the existing roadway paving and base section and replacing with a new structural section.

The construction cost estimate is \$850,000. It is anticipated that this project will start and finish in the summer of 2015. The proposed cost sharing of this project is 70/30, with the City incurring the 70% cost share. The City's share of this project will be \$595,000, to be repaid to the County once the project is complete.

On July 15, 2014 the City of Patterson's City Council approved this contribution agreement as described and attached.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community and a Well Planned Infrastructure System by improving the roads in the area through the action of approving the Contribution Agreement between the City of Patterson and Stanislaus County.

Approval of the Contribution Agreement for the Sperry Road Reconstruction (Rogers Road to I-5) and Rogers Road Rehabilitation Project (Zacharias to HWY 33) between the City of Patterson and Stanislaus County

STAFFING IMPACT:

County staff will be lead on both projects, taking them through environment, design and construction phases of project implementation.

CONTACT PERSON:

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

EXHIBIT A

SPERRY ROAD RECONSTRUCTION & ROGERS ROAD REHABILITATION PROJECT

This Contribution Agreement (the "AGREEMENT") is made and entered into by and between the County of Stanislaus (the "COUNTY") and the City of Patterson (the "CITY") on 15th day of July, 2014.

INTRODUCTION

- A. The purpose of this Agreement is to facilitate cooperation between the CITY and the COUNTY for the Sperry Avenue Reconstruction, and Rogers Road Rehabilitation projects (PROJECTS); and
- B. The scope of work for Sperry Avenue will be approximately 200' east of Rogers Road to approximately 200' west of the I-5 Interchange, the improvements shall include removing the existing roadway paving and base section and replacing with a new structural section. Striping will be replaced in kind after the street section has been constructed; and
- C. The scope of work for Rogers Road will be between Zacharias Road and Hwy 33, the improvements shall consist of an asphalt overlay, failed section dig-outs, and reinforcing fabric. Striping will be replaced in kind after the street section has been overlaid; and
- D. The Sperry Avenue PROJECT will be funded at 70% by the CITY and 30% by the COUNTY; and
- E. The Rogers Road PROJECT will be funded at 30% by the CITY and 70% by the COUNTY; and
- F. The PROJECT will be funded using Local funds which will be obtained, collected, and administered by the COUNTY and are subject to availability; and
- G. Additional funding sources and mechanisms for future project phases will be identified by the consultant and sought after by the CITY and COUNTY.

NOW, THEREFORE, it is agreed as follows:

SECTION 1. OBLIGATIONS OF THE COUNTY

- 1. Project Planning and Implementation. The COUNTY shall act as the lead agency and provide 100% Project plans, specifications, and estimates for the PROJECT. The County shall provide contract administration, including project bidding, bidder selection, and

construction administration of the PROJECT in close coordination with the City of Patterson.

2. Control of Project. Except as provided in Section 2 of this AGREEMENT, the COUNTY, through its designated representative, shall have exclusive control of the work for the PA&ED phase. The COUNTY will work closely with the City of Patterson's representative to ensure CITY participation.
3. Project Accountability. The COUNTY shall be strictly accountable for all funds used to pay for the PROJECT. All CITY funds not spent for the PROJECT will be considered surplus money. All surplus money on hand after completion of the PROJECT shall be returned in full to the CITY.
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 Section 21000, et seq.).
5. The COUNTY shall invoice the CITY totaling \$595,000.00 for all expenses incurred to complete the Sperry Avenue PROJECT and to administer the PROJECT in two separate invoices. The first shall be prior to any issuance of a Notice to Proceed to an awarded contractor, and the second shall be paid at 50% of the Sperry Avenue PROJECT construction.
6. The COUNTY shall invoice the CITY totaling \$270,000.00 for all expenses incurred to complete the Roger Road PROJECT and to administer the PROJECT in three separate invoices. The first shall be on July 1, 2016 of the 2015/2016 fiscal year for \$110,000. The second payment shall be July 1, 2017 of the 2016/2017 fiscal year for \$110,000, and the third payment shall be July 1, 2018 of the 2017/2018 fiscal year for \$50,000.
7. The COUNTY shall make available to the CITY all documents showing all invoiced costs incurred by COUNTY and CITY pertaining to the PROJECTS.
8. The County shall be responsible for all County staff costs associated with the project.

SECTION 2. OBLIGATIONS OF THE CITY

1. The CITY shall pay an invoice to the COUNTY as stated in section 1, within 30 days of receipt of an invoice, for all expenses incurred to coordinate and facilitate the PROJECTS.
2. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary to facilitate the acquisition of funding commitments for the PROJECTS.

3. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary for the completion of the PROJECTS.
4. The CITY shall be responsible for all CITY staff costs associated with the PROJECT.

SECTION 3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY

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.
2. The cost of any work referred to 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 practice.
3. The PROJECTS expenditures shall not exceed \$850,000 for Sperry Avenue and \$900,000 for Rogers Road and shall be shared at a rate as described in section 1 and:
 - o All funds are subject to availability.
 - o As may become necessary for PROJECT development and delivery, through CITY and COUNTY cooperation, the City Engineer and Director of Public Works for the CITY and COUNTY respectively, are authorized to administer and execute, by mutual written consent, various administrative documents necessary to complete the PROJECTS, provided that such actions do not exceed the authority of this AGREEMENT.

SECTION 4. PAYMENT

1. COUNTY's total spending authority for PROJECT contract is approved by the 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 the PROJECT contract reaches 75% of the Board of Supervisor-approved contract. COUNTY will provide written notice to CITY prior to increasing the total spending authority for any PROJECT contract that has been considered and approved by the Stanislaus County Board of Supervisors.

SECTION 5. AMENDMENTS

1. Any amendments to this agreement including, but not limited to, changes in scope, responsibility, and/or cost, shall be mutually agreed upon and executed by agents of the CITY and COUNTY, and approved by CITY Council and the COUNTY Board of Supervisors.

SECTION 6. INDEMNITY

1. 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.

SECTION 7. CORRESPONDENCE

1. 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

Ken Irwin, PE
Director of Engineering, Building,
and Capital Projects
City of Patterson
1 Plaza
Patterson, CA 95363

COUNTY

Matt Machado, PE
Public Works Director
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

2. 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.

IN WITNESS WHEREOF, the CITY of Patterson, 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. 2014- 8, adopted by the Council of the CITY of Patterson on the 15th day of July, 2014, and the COUNTY of Stanislaus, a Political Subdivision of the State of California, has authorized the execution of this Agreement in duplicate under authority of Resolution No. 2014-433, adopted by the Board of Supervisors of Stanislaus COUNTY on the 19th day of August, 2014.

CITY OF PATTERSON,
a Municipal Corporation
By Rod B. Butler
ROD B. BUTLER, CITY Manager

COUNTY OF STANISLAUS, a
Political Subdivision of the State of California
By Jim DeMartini
Jim DeMartini,
Chairman Board of Supervisors

ATTEST:
By Maricela Vela
MARICELA VELA, CITY Clerk

ATTEST:
By Christine Ferraro Tallman
CHRISTINE FERRARO TALLMAN,
Clerk of the Board of Supervisors

(SEAL)

APPROVED AS TO FORM:
Tom Hallinan, CITY Attorney
By Tom Hallinan
~~Douglas White, Tom Hallinan~~
Assistant CITY Attorney

APPROVED AS TO FORM:
JOHN DOERING, COUNTY Counsel
By Thomas E. Boze
THOMAS E. BOZE,
Deputy COUNTY Counsel

EXHIBIT B

PROJECT LIMITS





Howard Rd

Hwy 33

Rogers Rd. Limits

West Side Fwy



Zacharias Rd

Rogers Rd

Baldwin Rd

© 2014 Google

33

N 2nd St

M St

Patterson

El Estero de las Palmas Ave



CITY COUNCIL AGENDA REPORT

TO: Mayor Molina and Members of the City Council

FROM: Rod B. Butler, City Manager *RB*

BY: Ken Irwin, Director of Engineering, Building, and Capital Projects

MEETING DATE: July 15, 2014

ITEM NO: 7.4

SUBJECT: Approve the Contribution Agreement for the Sperry Avenue (Rogers Road to I-5) and Rogers Road Rehabilitation Project (Zacharias to Hwy 33) between the City of Patterson and Stanislaus County and Authorize the City Manager to Execute the Agreement

RECOMMENDATION

Approve the Contribution Agreement (Exhibit A) for the Sperry Avenue (Rogers Road to I-5) and Rogers Road Rehabilitation Project (Zacharias to Hwy 33) between the City of Patterson and Stanislaus County and Authorize the City Manager to Execute the Agreement.

BACKGROUND

The City of Patterson and Stanislaus County have monthly meetings to keep each other abreast of current and future projects and other items of interest to the City and County. We use these meetings to help coordinate future growth within the City and County. During these meetings we have discussed the importance of Sperry Avenue and Rogers Road based on the current growth of the City and the goods movement needs throughout the County. Both City staff and County staff agreed that both of these sections of roadway are aging and needed to be reconstructed based on our current traffic counts and studies.

SPERRY AVENUE

Sperry Avenue is the City's main entry into Patterson and is vital to the City's traffic circulation and our industrial/commercial goods movement. This project is the first phase of several

projects to prepare the City's entryway for the ongoing expansion of the West Patterson Business Parks. The new black pavement and striping will be our first step to enhance our shovel ready land and provide an appealing entry into the City.

Subsequent project phases for Sperry Avenue will be:

Phase II - Interchange signalization and channelization

Phase III - Sperry Avenue/I-5 Upgrade Project – Sperry widening, Aqueduct bridge widening, additional turn lanes, and ramp widening.

The condition of this portion of roadway has deteriorated over time and is ready for reconstruction. The new structural section will be based on current traffic counts and future traffic projections.

ROGERS ROAD

Rogers Road was built years ago as a County Road to service the agricultural area. It is apparent that this segment of Rogers Road was designed as an Ag road and desperately needs to be rehabilitated to handle truck traffic from the ever growing Business Park. As part of this sharing agreement, the City would be teaming with the County on a rehabilitation project to replace failing sections as needed and placing a heavy overlay with reinforcing fabric between Zacharias Road and Hwy 33 to handle the additional truck traffic. This will allow for future growth of the business park and provide for safe transportation in this area as traffic heads north for deliveries to eastern Stanislaus. The portion of Rogers Road between Keystone Pacific Parkway and Zacharias Road will be reconstructed as adjacent projects are constructed as included in their development agreements and final development plans.

ANALYSIS

Extensive traffic studies have been completed for our Business Park areas and include the Keystone Business Park, Westridge Business Park, Patterson Logistics, and the Arambel/ KDN Business Park. The studies have concluded that Sperry Avenue will operate at a traffic index of approximately 12.5 at build out. When this portion of Sperry Avenue was built many years ago, the County had not anticipated the type of growth and the success of the Business Parks on the west side of Patterson, and the structural section was built based on the circumstances at that time. The reconstruction will use the data from the newer traffic studies for the reconstruction of both roadways.

A portion of Sperry Avenue has not been annexed into the City limits and is in Stanislaus County's right-of-way. As such, the County will be the Lead Agency for this project. This Agreement has been carefully written to make certain the City is very much involved in the entire design and construction process.

The section of Rogers Road is completely in the County's right-of-way. As part of the Arambel Development Agreement, the project will pay its fair share cost of this segment of roadway. It is also apparent that the largest portion of traffic on Rogers Road is either coming from Patterson or leaving Patterson. It is fortunate that Stanislaus County wants to partner with the City to keep this vital part of the area's traffic circulation operating to state standards.

The timeline for the construction of the roadways will be as follows:

Rogers Road: Bidding and Construction – July 2014 to Early November 2014

Sperry Avenue: Bidding and Construction – May 2015 to September 2015

Sperry Avenue is scheduled in 2015 to coincide with completion of the Sperry Avenue Interchange Project Approval & Environmental Documentation (PA&ED). The PA&ED process will make certain the improvements on Sperry Avenue are constructed in a way that comply with the future improvements of the interchange and avoid waste.

FISCAL IMPACT

The estimated cost for each roadway is as follows:

Sperry Avenue – Total \$850,000; (City Contribution 70% or \$595,000; County Contribution 30% or \$255,000) to be paid at time of Construction

Funding Source: \$595,000 – (Street Fund ACCT# 327-000-000)

To be paid at time of Construction

Rogers Road – Total \$900,000; (City Contribution 30% or \$270,000; County Contribution 70% or \$630,000)

Funding Source: \$270,000 – (Future Arambel CFD)

To be paid as follows FY15/16 \$110,000, FY 16/17 \$110,000, and FY17/18 \$50,000