

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

DEPT: Public Works *MB*

BOARD AGENDA # *B-11

Urgent

Routine

AGENDA DATE November 18, 2008

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Enter into a Memorandum of Understanding with the City of Patterson for the Design, Development and Construction of an Intermodal Bus Transfer Facility in Patterson

STAFF RECOMMENDATIONS:

1. Approval to enter into a Memorandum of Understanding with the City of Patterson.
2. Authorize the Chief Executive Officer to sign a Memorandum of Understanding with the City of Patterson for the design, development and construction of an intermodal bus transfer facility in Patterson.

FISCAL IMPACT:

Funds necessary to cover the intermodal bus transfer facility costs will be provided through State Proposition 1-B Transit funds. With contingencies, the project has an estimated cost of just under \$132,000. This agreement will not have a fiscal impact on the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-780

On motion of Supervisor Monteith, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

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 to Enter into a Memorandum of Understanding with the City of Patterson for the Design, Development and Construction of an Intermodal Bus Transfer Facility in Patterson

DISCUSSION:

The Department of Public Works Transit Division recommends the Stanislaus County Board of Supervisors approve entering into a Memorandum of Understanding (MOU) with the City of Patterson for the design, development and construction of an Intermodal Bus Transfer Facility Project (Project) in the city limits of Patterson.

With the increased population on the westside of Stanislaus County and as the need for transit services has grown, the need for an improved bus transfer facility has arisen. The current transfer facility consists of one shelter and is located on the curve of the Plaza Circle by North Park in downtown Patterson. Parking the forty-foot StaRT Route 40 transit bus in the curve and deploying the wheelchair lift has been difficult due to the slope and curve of the road. The current transfer facility can accommodate only one bus and there are times when there are three buses from either Routes 40 and 45 or Patterson and Newman Dial-a-Rides that need to be at the location for passengers to transfer to other buses. Currently, the smaller buses must park on adjoining side streets for passengers to load and unload.

The new facility is proposed to be located adjacent to South Park on South Salado Avenue between Plaza Circle and Highway 33. The current bus shelter will be relocated to this area, a second shelter will be added and the curb will be yellow-curbed to accommodate multiple buses and to allow for parking during times the buses are not operating. Due to the wideness of the corner of Highway 33 and South Salado Avenue, and to ensure pedestrian safety walking to the bus stop, a pedestrian island will be constructed as part of the project.

The Project will entail a final design of the proposed improvements, an encroachment permit from the California Department of Transportation (Caltrans) for work on Highway 33, demolition and redesign of the southwest corner of Highway 33 and South Salado Avenue, new curb and gutter in this area, construction of the pedestrian island, minor street repairs, yellow-curbing the bus stop area, pouring a slab for the two bus shelters and the installation of the two bus shelters. The City shall act as Project Administrator providing oversight and responsibility for the design, bid and construction of the project. The County shall act as Contract Administrator for the project and shall approve payments for eligible project costs.

The Patterson City Council approved entering into the MOU with the County at its October 21, 2008 meeting.

The Project has a cost estimate of under \$132,000 and will be funded entirely with Proposition 1-B Transit funds. Proposition 1-B funds are derived from the State Proposition 1-B that was passed by State voters in November 2006 that provided funds for transit and road projects. These funds are from the Transit allocation.

Approval to Enter into a Memorandum of Understanding with the City of Patterson for the Design, Development and Construction of an Intermodal Bus Transfer Facility in Patterson

The tentative project completion date is June 2009.

POLICY ISSUES:

The Board of Supervisors should determine if this item is consistent with its priority of striving for a well-planned infrastructure system, effective partnerships and a healthy community.

STAFFING IMPACT:

There is no staffing impact associated with this item.

BC:jg

H:\BradChristian\BOS\0809\Patterson Transfer Project\Patterson Transfer Facility Board Item

HIGHWAY 33

OF CURB

18'±

BUS WHEEL TRACKS
42'-RADIUS (CAL-TRANS)

Consider Ped Refuge Island

Consider Ped Crosswalk

PLANTER WITH TALL PALM TREE

20'

EXISTING CURB RAMP

Add 100' Detail 22

R=20'

8'

PLANTER WITH SMALL TREE

STOP

Add 100' Deta

NEW FACE OF CURB

EXISTING STRIPING

6" White Striping
(Not necessary if
Ped Refuge Island provided)

SOUTH SALADO AVENUE

FACE OF CURB

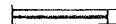
☉ OF ROAD (NOT STRIPED)

SIDEWALK

±42'

EXISTING PARKING STALLS
SEE NOTE 1

10



P.W. Dept.

 ORIGINAL

**City Manager's Report
October 21, 2008 Council Meeting**

Item No.: 6.3

Subject: Approval of Stanislaus County Transit Westside Transfer Facility Project Concept and Agreement

Discussion: At the September 16th City Council meeting this item was introduced. At that time Council had some questions about the impact to the intersection and the safety and feasibility of pulling back the curb return at South Park. The item was referred to the City's Traffic Safety Committee for further review.

The Traffic Safety Committee (including Cleve Morris, Bryan Whitemyer, Steve Hall, Pat Bodin, Tyrone Spencer, Adrienne Chaney, Ronnie Tafoya, Robert Andrade, Curtis Jorritsma, Mario Gouveia (design engineer from Boyle Engineering) and Mike Willett) met to review other potential locations as well as the challenges presented by the South Park location. The committee agreed that the South Park site was the best location, but also felt that a field review including our Traffic Engineer (Christopher Thnay from TJKM, Inc.) would be appropriate.

The field review meeting was held on October 7th with Brad Christian (Stanislaus County Public Works Transit Division), Christopher Thnay (TJKM), Adrienne, Ronnie, Curtis, and Mike attending. Two main options were considered, a mid-block crosswalk and a pedestrian refuge island. Illustrations of both options are attached. After looking at the difficulties that a mid-block crosswalk would create, including the increased costs, the consensus was to proceed with the pedestrian refuge island. This is the recommended approach. Adding the pedestrian refuge island to the project is expected to raise the overall project cost, although the County agrees that having it in the design enhances pedestrian safety and helps reduce potential liability for the City due to pedestrians crossing Salado.

The revised project cost estimate is \$131,723. Stanislaus County will be providing up to \$175,000 in Prop. 1B transit funds and Local Transportation Funds for the project. Also attached to this staff report is a project agreement. The City Attorney and Public Works staff has reviewed this agreement. Upon Council approval of the project and agreement, this item is scheduled to be taken to the County Board of Supervisors for approval on November 18. Construction should be completed by June 2009.

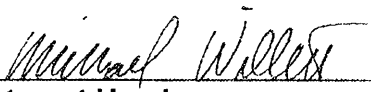
A representative from the Stanislaus County Public Works Transit Division will be in attendance to answer any Council questions.

2008 NOV 21 P 2:57
BOARD OF SUPERVISORS

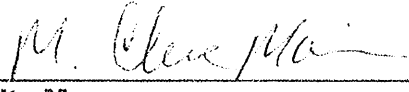
Cost: The project cost is estimated at \$131,723.

Budget Impact: There is no budget impact associated with this item.

Recommendation: Approval of Stanislaus County Transit Westside Transfer Facility Project Concept and Agreement



Department Head



City Manager

**ESTIMATED COSTS FOR THE STANISLAUS COUNTY/CITY OF PATTERSON INTERMODAL
TRANSFER FACILITY PROJECT**

	ITEMS		COSTS	
1	Estimated Construction Cost		\$49,625.00	1
2	Cost of Preparing Plans & Specifications		\$9,500.00	2
3	Cost of Obtaining an Encroachment Permit from Caltrans		\$10,000.00	3
4	Contract Administration and Construction Management		\$5,000.00	4
5	Boyle preliminary Engineering Services		\$5,264.00	5
6	Pedestrian Refuge Island Costs		\$14,850.00	6
7	Landscape & irrigation replacements		\$5,000.00	7
8	Additional preliminary engineering		\$2,500.00	8
		Subtotal	\$101,739.00	
9	Shelter Facility Design/Installation		\$18,000	9
		Subtotal	\$119,739.00	
10	City Administrative Charge (20%)		\$6,452.80	10
		Subtotal	\$126,191.80	
11	County Admin. (5%)		\$5,532.00	11
		TOTAL	\$131,723.80	

- 1 From Feb. 9, 2007 Boyle Letter
- 2 From Feb. 9, 2007 Boyle Letter
- 3 From Feb. 9, 2007 Boyle Letter
- 4 From Feb. 9, 2007 Boyle Letter
- 5 Boyle services paid for by County June 2007
- 6 From TJKM cost estimate Oct. 7, 2008
- 7 From discussion with Parks, Brad, Mike
- 8 To resolve Council concerns and address pedestrian liability issues
- 9 Purchase and Installation of new shelter and moving and installing current shelter. Cost revised for installing 2nd shelter.
- 10 20% administrative charge on all consultant work. 20% of \$32,264. Revised 10-9-08
- 11 County Administrative overhead

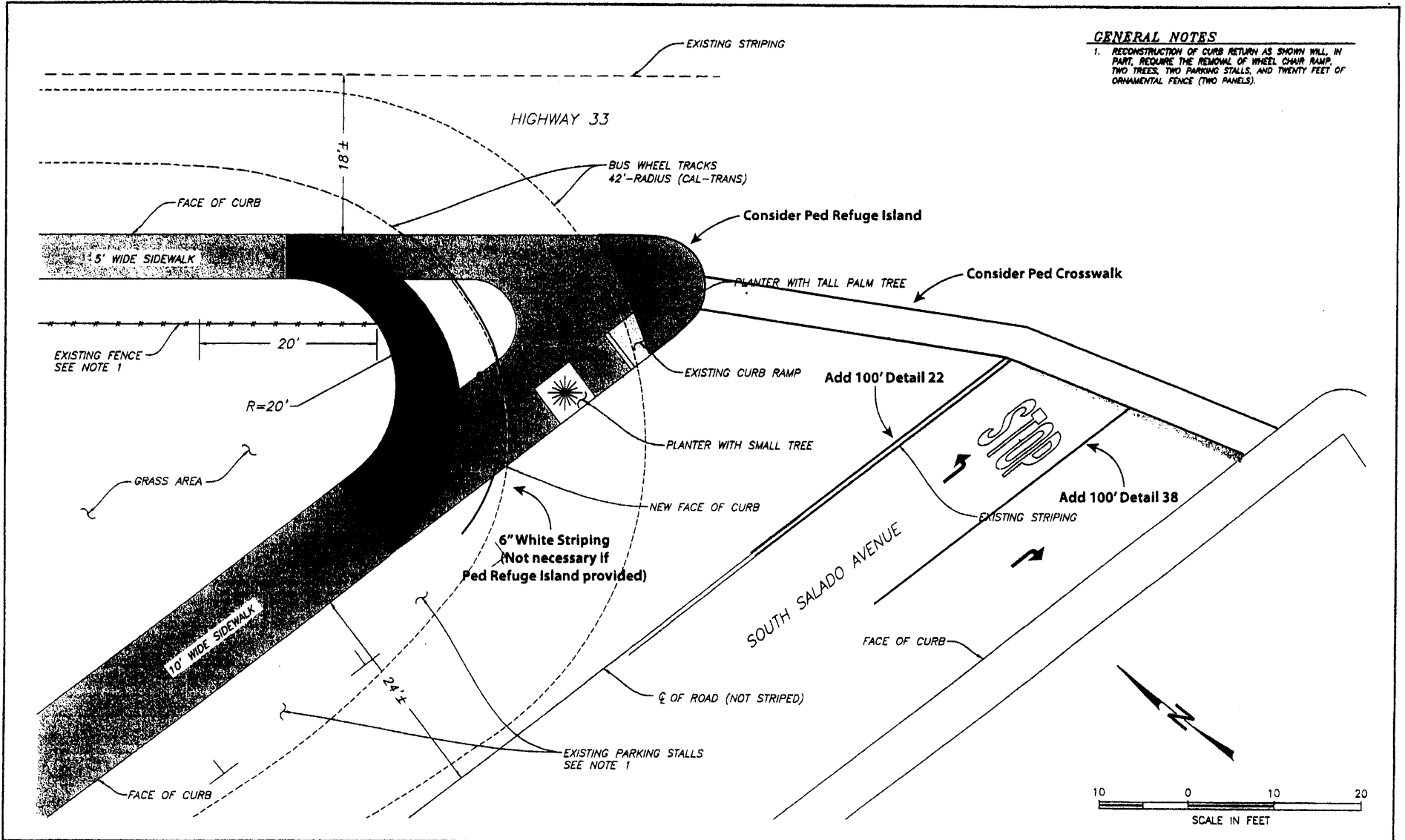
Mid-block crosswalk Salado Avenue/Highway 33 Conceptual Cost Estimate					
	Item	Unit	Quantity	Unit Price	Total
1	Traffic Control	LS	1	\$1,000	\$1,000
2	Install Solar powered LED Sign	EA	2	\$4,000	\$8,000
3	Install Striping	LF	200	\$20	\$4,000
4	Install Wheelchair Ramp	EA	2	\$5,000	\$10,000
Legend: LS = Lump Sum EA = Each LF = Linear Foot SF = Square Foot			Subtotal Contingency @ 10% Construction Subtotal		\$23,000 \$2,300 \$25,300
			Project Total		\$25,300

Intersection right turn concrete island Salado Avenue/Highway 33 Conceptual Cost Estimate					
	Item	Unit	Quantity	Unit Price	Total
1	Traffic Control	LS	1	\$1,000	\$1,000
2	Install Sign	EA	1	\$500	\$500
3	Install Striping	LF	200	\$20	\$4,000
4	Install Pavement Marking	EA	1	\$1,000	\$1,000
5	Concrete Island	LS	1	\$7,000	\$7,000
Legend: LS = Lump Sum EA = Each LF = Linear Foot SF = Square Foot			Subtotal Contingency @ 10% Construction Subtotal		\$13,500 \$1,350 \$14,850
			Project Total		\$14,850

*The unit price is determined by comparison with average unit prices from construction contract bids received by Caltrans.

GENERAL NOTES

1. RECONSTRUCTION OF CURB RETURN AS SHOWN WILL, IN PART, REQUIRE THE REMOVAL OF WHEEL CHAIR RAMP, TWO TREES, TWO PARKING STALLS, AND TWENTY FEET OF ORNAMENTAL FENCE (TWO PANELS).



Feb 08, 2007 - 1:45pm
 \\c0044\linc\corp\l627\01\HWY 33 & S. SALADO AVE.dwg

OWNERSHIP OF DOCUMENTS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS
 INCORPORATED HEREIN, AS AN INSTRUMENT OF
 PROFESSIONAL SERVICE, IS THE PROPERTY OF
 STODDARD ENGINEERING, AND IS NOT TO BE
 USED IN WHOLE OR IN PART, FOR ANY OTHER
 PROJECT WITHOUT THE WRITTEN AUTHORIZATION
 OF STODDARD ENGINEERING.

REVISIONS					
No	Revision	Date	Made	Chkd	Appd

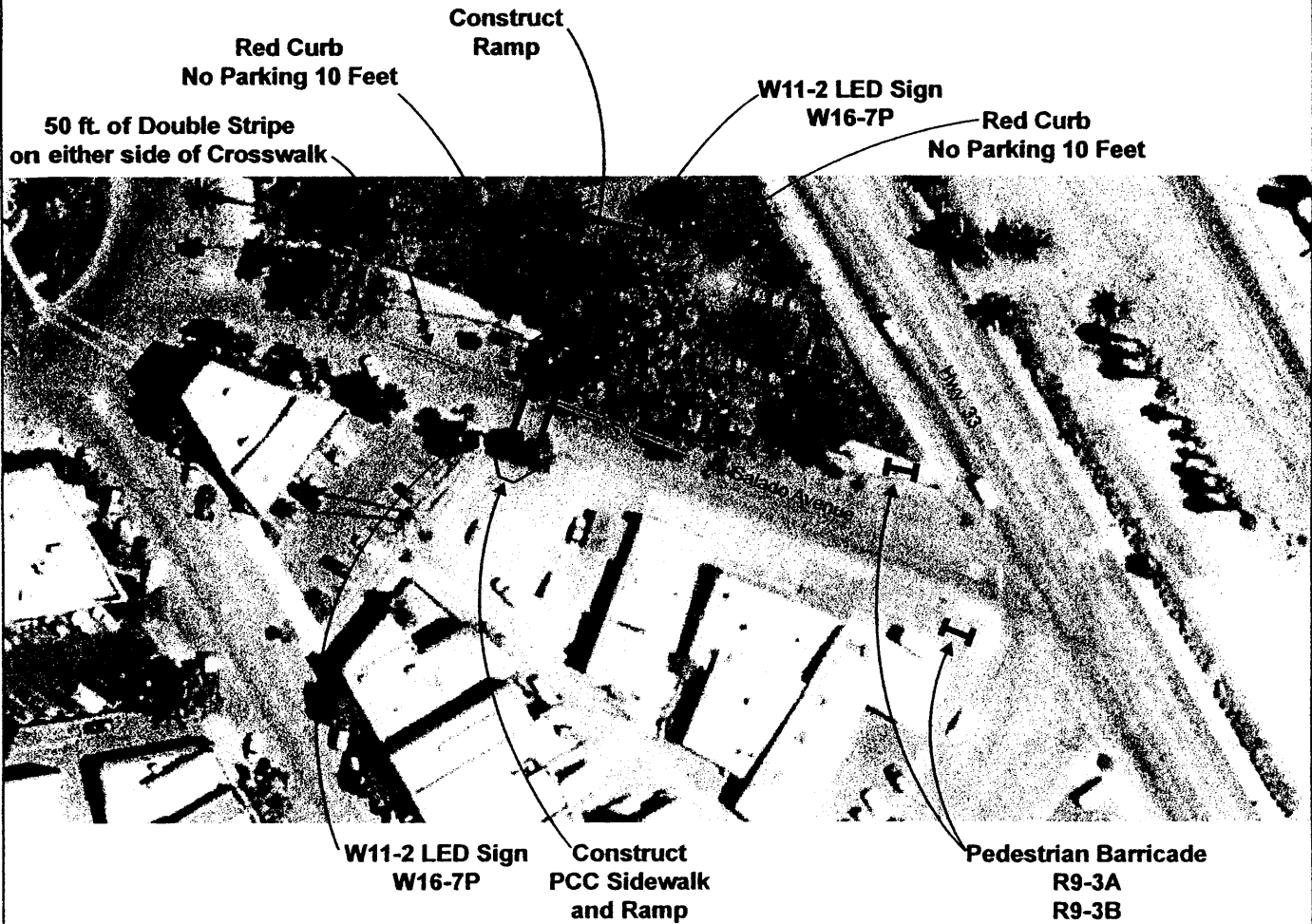
BOYLE
 ENGINEERING CORPORATION
 1120 W. T Street, Suite C
 Los Breaños, California 90805 209-526-9166
 WWW.BOYLEENGINEERING.COM

DESIGNED M. A. GOWEN
 DRAWN A. SHELLEY
 CHECKED _____
 DATE _____
 APPROVED _____
 PROJECT NO. 21888-01
 CAD FILENAME HWY
 PLOT DATE 08/02/07

CITY OF PATTERSON
 HIGHWAY 33 & SOUTH SALADO AVENUE
 CURB RETURN RECONSTRUCTION
 CONCEPTUAL PLAN

SHEET
 OF
 DRAWING NO.
 -02-

PRELIMINARY



**MEMORANMUM OF UNDERSTANDING
BETWEEN THE CITY OF PATTERSON AND STANISLAUS COUNTY
FOR THE
PATTERSON BUS STOP IMPROVEMENT PROJECT / TRANSFER FACILITY
PROJECT**

This Memorandum of Understanding is made and entered by and between the City of Patterson (“City”), and the County of Stanislaus (“County”)” for the Patterson Bus Stop Improvement Project / Transfer Facility Project, on _____, 2008.

WHEREAS, The City of Patterson downtown Park Plaza has become the hub for Westside County residents utilizing public transit to make bus transfers to other parts of the County and region. The construction of a new, larger transfer facility is important to accommodate current and future transit ridership. This is a joint project between the County of Stanislaus and the City of Patterson envisioned and planned to address these critical needs; and

WHEREAS, This Bus Stop Improvement Project in the City of Patterson will serve to improve efficiency of service by improving accessibility to Stanislaus Regional Transit (StaRT) transit services for health care, shopping, education, employment, public services and recreation needs; and

WHEREAS, This project is designed to relocate the existing transfer point for all Westside services to a new bus stop location. The existing location is at the City’s North Park, which is adjacent to Hwy 33 and is next to Plaza Circle.

WHEREAS, The plaza is designed on the concept of a roundabout with streets emanating from the central plaza “circle.” Four StaRT bus services, Route 40 and 45 and Patterson and Newman Dial-a-Ride, use the bus stop for transfers that carry passengers east to Turlock, north to Westley, Grayson and Modesto and south to Newman, Crows Landing and Gustine. The County has been providing transit service to the Westside since the mid 1980s; and

WHEREAS, The current bus stop location has two problems, which directly affect accessibility and safety; being able to deploy the wheelchair ramp without scraping the cement because of the curvature of the roadbed and the ability of the bus to be able to pull up “square” with the curb for accessibility and safety; and

WHEREAS, Upon review of other potential locations in downtown Patterson, the proposed new location, also in the City Park Plaza but adjacent to South Park and sited on South Salado Avenue between Highway 33 and South El Circulo, has been chosen for bus accessibility and passenger safety reasons; and

WHEREAS, The construction aspect of the project will entail redesigning, reshaping and modifying the curb return at the referenced location to accommodate the right turn movement of a 42-foot bus from Highway 33 onto South Salado Avenue without encroaching onto the adjacent traffic lane. The park side of the stop will be red

curbed to accommodate several buses for transfers. Bus shelters will be located at the stop for passenger convenience.

WHEREAS, This project has clear regional benefits to the residents of Stanislaus County in that it improves access to transit service to and from the Westside to transit centers in Modesto and Turlock that provide access to Greyhound and Amtrak services.

NOW THEREFORE, the County and City mutually agree as follows:

CITY OBLIGATIONS

1.0 The City shall act as Project Administrator providing oversight and responsibility for the design and construction of the project.

2.0 The City or its authorized designee will perform all aspects of planning and engineering including, but not limited to, securing right-of-way, preparation of right-of-way plans, clearance from all utilities, environmental certifications, if necessary, maps, securing a Caltrans encroachment permit, documentation, preliminary and final design drawings and related analysis.

3.0 The City or its' authorized designee shall perform all aspects of construction as related to the designated site including, but not limited to, demolition of existing and relocation and replacement of curb and gutter, minor street repair due to demolition, re-curb of bus transfer area, striping of South Salado Avenue at Highway 33 as necessary to ensure safe traffic flow, removal and relocation of the existing StaRT (County) Transit Shelter Facility and the pick-up and installation of a second StaRT Shelter Facility at the designated site.

COUNTY OBLIGATIONS

4.0 The County shall act as Contract Administrator for the project. The County will provide funding for the project and shall pay only for approved costs directly associated with the project.

5.0 The County shall review and comment upon any and all aspects of the Project plans, specifications and designs and the City shall incorporate all reasonable requests to modify such plans, specifications and designs and work performed. An authorized County staff member shall sign the project plans, indicating County approval of the design, project plans, and specifications.

6.0 The County shall provide bus shelter facilities including the current bus shelter, bench and Map/Schedule holder and a new bus shelter, bench and Map/Schedule Holder. Contingent on finding availability, the County will pressure wash the shelter during the year. Contingent on finding availability, the County shall replace damaged bus shelters and benches.

7.0 The County will pay costs to repair existing park watering systems and replace existing lawn disturbed by demolition or construction for the project. Repairs and

replacement will be to the same standards as current watering systems and lawn. The County shall not be responsible for any additional amenities that the City may desire to include in the project such as garbage receptacles, plants, etc. These items shall be the sole responsibility of the City.

MUTUAL OBLIGATIONS OF THE CITY AND COUNTY

8.0 The County, in its capacity as Contract Administrator, will be responsible for the approval of all project expenditures in compliance with the requirements of the County's Proposition 1B Funds with which this project will be funded. As such, the County will reimburse the City for all actual expenses incurred and mutually agreed upon by both parties under the auspices of the County.

9.0 The County shall reimburse the City for expenses incurred. For each reimbursement to occur, the City shall submit to the County Public Works Department Transit Division a City invoice for reimbursement. Included with such City invoice shall be copies of all actual vendor invoices in support of the City's invoice and the invoices or support documentation necessary to pay for work performed directly by the City in the course of this project, including administrative overhead. Such invoices will be based on the time and materials necessary to complete the work.

10.0 The total amount of the project will not exceed the maximum funded under the Prop 1B GC 8879.55 (a) (3) & GC 8879.55 (a) (2) grant and the County local Transportation Funds (LTF) of \$175,000 which will include the County's Administrative overhead.

11.0 If the cost of the project exceeds the \$175,000 amount stated above, the additional costs shall be split evenly between the City and the County. If the cost of the project exceeds the \$175,000 stated above, neither agency shall receive any administrative overhead compensation.

12.0 The desired project completion date is June 1, 2009.

MISCELLANEOUS PROVISIONS

13.0 Additional Documents: Each party shall, at the request of the other, acknowledge and deliver whatever additional instruments and do such other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.

14.0 Entire Contract: This Agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated herein by reference.

15.0 Amendment: Any amendment of this contract shall be in writing, signed by both parties hereto.

16.0 Negotiated Contract: This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party that prepared this Agreement within the meaning of California Civil Code Section 1654.

17.0 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.

18.0 Notices: Any notices required herein shall be in writing and be given personally or by certified mail, return receipt requested, addressed to the respective parties as follows:

To County: Stanislaus County Public Works Transit Division
Attention: Brad Christian
1010 10th Street, Suite 3500
Modesto, CA 95382


To City: City of Patterson Public Works Department
Attention: Mike Willett
1 Plaza
Patterson, CA 95363


19.0 Counterparts: This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one Agreement.

In WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF STANISLAUS

CITY OF PATTERSON


Richard W. Robinson
Chief Executive Officer


M. Cleve Morris
City Manager, City of Patterson

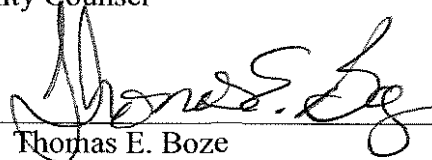
APPROVED AS TO CONTENT:

Department of Public Works


Matt Machado, Director

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel