

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

DEPT: Public Works

BOARD AGENDA # *C-3

Urgent

Routine

AGENDA DATE July 23, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter into a Memorandum of Understanding with the City of Modesto for an Exchange of Road Maintenance Services

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Understanding with the City of Modesto for an exchange of road maintenance services.
2. Authorize the Director of Public Works to execute the Memorandum of Understanding.

FISCAL IMPACT:

The estimated cost of all work involved (County performed and City performed) is \$125,000. The cost for the County to chip seal the identified City roads is approximately \$61,000. Funding is available in the Fiscal Year 2013-2014 Road Operations budget.

BOARD ACTION AS FOLLOWS:

No. 2013-377

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien

and approved by the following vote,

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

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. C-6-J-11

Approval to Enter into a Memorandum of Understanding with the City of Modesto for an Exchange of Road Maintenance Services

DISCUSSION:

The Stanislaus County Public Works Department would like to partner with the City of Modesto Public Works Department to exchange road maintenance services. Currently, there are various roadway segments within the County that need paving services and various roadway segments within the City that need chip sealing services.

Street and Highways Code, Section 1680 allows for the provision of road services to cities within the county by resolution adopted by a four-fifths vote of the Board of Supervisors.

In the proposed partnership, the County will provide equipment, materials, and labor to chip seal various City road segments. The County will perform this work for the City during the execution of the County's 2013 Chip Seal project. This work benefits the City in that the City's Public Works Department does not own or operate a chip seal machine.

In exchange for the County's chip seal services, the City will place asphalt-concrete overlay on specified County roadway segments during the City's 2013 scheduled paving operations. This service benefits the County in that the City will be paving near County road segments, thus making it more cost effective, quicker, and more convenient for the City to pave County segments while nearby.

Neither the County nor the City will invoice the other party for work completed. The work agreed to is an exchange of roughly equivalent value maintenance services. Public Works staff recommends approval of this Memorandum of Understanding on the basis that it will allow for the most efficient delivery of public services.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Well Planned Infrastructure System, Effective Partnerships and Efficient Delivery of Public Services by working cooperatively with the City of Modesto to efficiently pave streets.

Street and Highways Code, Section 1680 allows for the provision of road services to cities within the county by resolution adopted by a four-fifths vote of the Board of Supervisors.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.
Chris Brady, Construction Manager. Telephone: (209) 525-4157.

CB:la

L:\USERS\Chris Brady\Road Operations\Modesto MOU\Board Item - Final

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on July 23, 2013, by and between the CITY OF MODESTO, a political subdivision, hereinafter called the "CITY", and STANISLAUS COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

This Agreement is made with reference to the following facts:

A. WHEREAS, CITY is in possession of the following roads: "Claus Road, from Sylvan Avenue to Briggsmore Avenue" and "Whitmore Avenue (Westbound) from the Union Pacific Railroad westerly 620 feet" and "Whitmore Avenue from Crows Landing Road to Ustick Road."

B. WHEREAS, COUNTY is in possession of the following roads: "Woodland Avenue from McWilliams Way to Lone Palm Avenue" and "Wade Avenue from Paradise Road to Rouse Avenue."

C. WHEREAS, CITY has the need and desire to apply a chip seal application to the City owned road segments listed above.

D. WHEREAS, COUNTY has the need and desire to place a thin lift of asphalt concrete pavement to the County owned road segments listed above.

NOW, THEREFORE, IT IS AGREED as follows:

1. CITY, pursuant to the terms and conditions hereinafter set forth, hereby agrees to perform the asphalt concrete paving operations on the COUNTY owned road segments as outlined above and outlined in the attached Exhibit A. CITY will pay all costs associated with labor, equipment, materials, and traffic control to place asphalt concrete on the designated COUNTY owned road segments.

2. COUNTY, pursuant to the terms and conditions hereinafter set forth, hereby agrees to place one chip seal application on the CITY owned road segments as outlined above and outlined in the attached Exhibit A. COUNTY will pay all costs associated with labor, equipment, materials, and traffic control to place the chip seal application on the designated City owned road segments.

3. CITY agrees to perform street sweeping on the Whitmore Avenue segments prior to and during the chip seal application project, as the COUNTY does not own the appropriate street sweeper for a curb and gutter sweeping operation.

4. CITY and COUNTY shall each obtain no fee encroachment permits for work completed in the respective roadway right of ways.

5. Except in emergencies, CITY and COUNTY shall each give reasonable notice before performing any work.

6. CITY and COUNTY shall give the other party reasonable updates on the status of the project tasks.

7. CITY and COUNTY shall each maintain the work zones in a safe manner and shall provide adequate safety measures and the appropriate traffic control devices for the respective maintenance operations. Upon completion of the work, the CITY and COUNTY shall each leave the work zones in a clean, neat, and orderly condition.

8. Prior to the completion of the paving by the CITY, COUNTY shall inspect the roads to satisfy itself that the work performed is complete.

9. Prior to the completion of chip sealing operations by the COUNTY, the CITY shall inspect the roads to satisfy itself that the work performed is complete.

10. CITY shall defend, indemnify and hold COUNTY, (including its directors, officers, agents and employees) harmless from and against any and all claims arising from any act or omission, or negligence of CITY or of CITY's council, officers, contractors, agents, or employees, in connection with the project tasks consented to in this Agreement and the use of such CITY property and facilities by the CITY or the public; except to the extent that any such loss was caused by the negligence of the COUNTY.

11. COUNTY shall defend, indemnify and hold CITY, (including its directors, officers, agents and employees) harmless from and against any and all claims arising from any act or omission, or negligence of COUNTY or of COUNTY's supervisors, officers, contractors, agents, or employees, in connection with the project tasks consented to in this Agreement and the use of such COUNTY property and facilities by the COUNTY or the public; except to the extent that any such loss was caused by the negligence of the CITY.

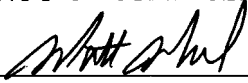
12. The work agreed to under the agreement shall be completed by each party no later than October 31, 2013, unless otherwise agreed to by both parties.

13. All exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.


14. Neither the CITY nor the COUNTY shall invoice the other party for work completed. The work agreed to under this agreement is an exchange of roughly equivalent value maintenance services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

COUNTY OF STANISLAUS

By: 
Matt Machado
Director of Public Works

CITY OF MODESTO

By: 
Dennis Turner
Director of Public Works

APPROVED AS TO FORM:

John Daering,
County Counsel


By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A

I. CITY OF MODESTO SCOPE OF WORK

1. Grind existing pavement before placing a 2" lift of asphalt concrete on Woodland Avenue, from the McWilliams Way intersection easterly to the intersection of Lone Palm Avenue. The width of paving at this location is approximately 37 feet wide and 1,532 feet in length, for approximately 701 tons of asphalt concrete.
2. Grind existing pavement before placing a 2" lift of asphalt concrete on Wade Avenue, from Paradise Road to Rouse Avenue. The width of paving at this location is approximately 43 feet wide by 368 feet in length, for approximately 187.5 tons of asphalt concrete.
3. The asphalt concrete used for paving shall be 1/2" aggregate, Type A, with PG 64-10 binder. Tack coat will be placed and broken prior to pavement placement.
4. Perform all traffic control related to the above mentioned operations.
5. If any pavement delineation or markings needs to be replaced on the City owned roadway segments receiving chip seal, the City will replace at their cost.

II. STANISLAUS COUNTY SCOPE OF WORK

1. Apply a chip seal application to Claus Road in Modesto, between Sylvan Avenue and Briggsmore Avenue. Just the travel lanes in this stretch of road will receive the chip seal application; therefore no pavement delineation will need to be replaced by the City. The width of chip seal application is approximately 30' and the length is approximately 5,558 feet, totaling approximately 18,527 square yards.
2. Place a chip seal application on Whitmore Avenue in Modesto, from the Union Pacific Railroad westerly approximately 620' (westbound lanes only). Width of chip sealing is approximately 48 feet, totaling approximately 3,307 square yards.
3. Place a chip seal on Whitmore Avenue from the Crows Landing Road intersection westerly to the Ustick Road intersection. Width of approximately 24 feet and length approximately 5,282 feet, totaling approximately 14,085 square yards.
4. The chip seal applications will consist of 3/8" chip, with polymer modified asphalt rejuvenating emulsion binder. The existing roadways shall be thoroughly swept prior to chip seal placement.
5. Perform all traffic control related to the above mentioned operations.
6. Replacing all pavement delineation and markings on the County owned roadway segments paved by the City.