



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 10, 2020

Subject: Utility Agreement with Contra Costa Water District for the Marsh Drive Bridge (#28C442) Replacement Project, Concord area.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, a Utility Agreement with Contra Costa Water District (District) effective November 10, 2020, to require the County to pay approximately \$152,000, and the District to pay approximately \$55,000, in connection with utility relocation for the Marsh Drive Bridge (#28C442) Replacement Project (Project), Concord area. County Project No. 0662-6R4119 / Federal Project No. BRLS 5928(128) [District IV & V]

**FISCAL IMPACT:**

The estimated cost for the work associated with this agreement is \$206,700.00. The County will be responsible for an estimated \$151,700.00. The District will be responsible for an estimated \$55,000.00.

**BACKGROUND:**

The Project proposes to replace the bridge on Marsh Drive (Bridge No. 28C442) over the Walnut Creek Channel in both the unincorporated area of Contra Costa County (County) and the City of Concord. The District owns and maintains water facilities within the limits of the Project. In order to construct the Project, existing District facilities need to be

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: November 10, 2020

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Neil Leary,  
925-313-2278

cc:

relocated. This requires a relocation of existing water facilities within both the public road right-of-way and an

#### BACKGROUND: (CONT'D)

adjacent District-owned easement. The County will be 100% liable for the relocation costs associated with the District-owned easement. The District will be 100% liable for the relocation costs within the public road right-of-way. The purpose of this agreement is to provide for the apportionment of duties and costs between the County and the District. The County's share of the utility relocation costs is eligible for federal reimbursement through the Highway Bridge Program at a ratio of 88.53% Federal Funds to 11.47% local matching funds for participating costs.

The work includes relocation of an eight-inch (8") water main, two hydrants, valves, manholes, valve boxes, and private water services to 5000 Marsh Drive.

The County's contractor for the Project will complete the work. The District will have the option to complete a portion of the work with their forces if the Project bids come in too high.

The County will acquire an easement for relocated District facilities in the County's name. Upon completion of the land acquisition process, the County will convey the easement to the District by easement deed.

#### CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, construction of the Project will be halted, as the bridge cannot be replaced as proposed without relocation of the District's facilities and the federal funds will be lost.

#### ATTACHMENTS

Agreement