

Approval of a Memorandum of Agreement between Merced County and Stanislaus County for the Preliminary Engineering Phase of the Hills Ferry/River Road Bridge Project

FISCAL IMPACT (Continued):

expected to take approximately one year.

Stanislaus County recognizes that Hills Ferry/River Road Bridge is an important link between Merced County and Stanislaus County (Counties), therefore a 50/50 split of costs is equitable. Both Counties have agreed that each phase of work, Preliminary Engineering (PA&ED)/Right-of-Way/Construction will require a separate Memorandum of Agreement. The requested MOA is for the Preliminary Engineering phase (attachment). The Counties will also partner as feasible to secure external funding sources for this bridge improvement project. The bridge is eligible for 88.53% federal funds through the Highway Bridge Program (HBP) for preliminary engineering and construction. The bridge has also been determined to be vulnerable in a seismic event and has been programmed into the Proposition 1B-Local Seismic Safety Retrofit Program (LSSRP). These funds are available for the 11.47% construction local match.

DISCUSSION:

The MOA is for the Preliminary Engineering Phase of the Project. Stanislaus County, the lead agency, is proposing to split the costs 50/50. After the MOA is approved by the respective Boards, Stanislaus County will go out with a Request for Proposal for Design in late June with the intent to have a consultant retained by September 2011.

The Hills Ferry/River Road Bridge was built in 1961 and consists of reinforced concrete "T" girder main spans, with reinforced concrete slab approach spans, supported by reinforced concrete pier walls and reinforced concrete pile bents. The abutments consist of reinforced concrete diaphragms. The pier walls, pile bents, and abutments all utilize spread footings as well. The entire bridge span is approximately 647 linear feet in length and the Average Daily Traffic (ADT) volume is 3,900 vehicles per day. This bridge is shared between Stanislaus and Merced Counties. The bridge is seismically deficient and the piles are in potentially liquefiable soils. The detour length is significant at 16.8 miles.

The project consists of engineering investigations, environmental studies, plans, specifications, and estimates on a seismic retrofit or replacement. As the bridge is 50 years old, if the retrofit strategies add up to 80% of the cost of the new bridge Caltrans will require the Counties to replace the bridge. Public Works will not know what the recommended retrofit/replacement strategy will be until more studies are completed.

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 jointly owned bridge.

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STAFFING IMPACT:

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. There is no additional staffing impact associated with this item.

CONTACT PERSON:

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

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**MEMORANDUM OF AGREEMENT
For the Preliminary Engineering Phase
Of the Hills Ferry / River Road Bridge Project**

This Memorandum of Agreement (the "MOA") is made and entered into by and between County of Stanislaus ("Stanislaus") and County of Merced ("Merced") on June 7th, 2011.

INTRODUCTION

- A. The purpose of this MOA is to identify roles, responsibilities and financial commitments between Merced and Stanislaus for the construction of a project to seismically rehabilitate the Hills Ferry / River Road Bridge over the San Joaquin River (the "Project"), which Project area is partially located within the unincorporated area of Merced and within the unincorporated area of Stanislaus; and
- B. The Hills Ferry / River Road Bridge has been identified as a candidate project in the Local Seismic Safety Retrofit Program (LSSRP), which has Proposition 1B match money for the local match portion of Highway Bridge Program (HBP) Federal Funds, and;
- C. The current Hills Ferry / River Road Bridge requires reconstruction to meet standards for seismic events and, when completed, the project will provide an equal benefit to both Merced and Stanislaus; and
- D. The Project will be constructed using State of California LSSRP funds and/or Federal funds, which will be obtained, collected and administered by Stanislaus, and local match funds, if necessary, and;
- E. This MOA will cover the Preliminary Engineering Phase, as the project needs more development, prior to a firm cost for construction, therefore, a separate MOA will be entered into by Merced and Stanislaus 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
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NOW, THEREFORE, it is agreed as follows:

SECTION 1. OBLIGATIONS OF STANISLAUS

- 1.1 **Project Planning.** Stanislaus 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%) Merced and fifty percent (50%) Stanislaus for all direct and indirect costs of Project planning throughout the Preliminary Engineering Design Phase (PE Phase).
- 1.3 **Project Accountability.** Pursuant to Government Code section 6505, Stanislaus 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 Merced and Stanislaus.
- 1.4 **Lead Agency.** Stanislaus 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 Stanislaus 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 Stanislaus will apply for funding commitments for the Project from the Federal HBP and the State LSSRP funds 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 or LSSRP funds is hereinafter referred to as "Local Cost Share".
- 1.7 Stanislaus 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 Stanislaus standard accounting procedures.
- 1.9 Stanislaus shall make available to Merced all documents showing all cost incurred by Stanislaus pertaining to the Project.

SECTION 2. OBLIGATIONS OF MERCED

- 2.1 Project Plans and Engineering. Merced shall be entitled to review and comment upon any and all Project plans, specifications and designs and Stanislaus shall incorporate all reasonable requests to modify such plans, specifications and designs for portions of the Project lying within Merced limits.
- 2.2 PROJECT FINANCING.
- 2.2.1 Merced shall invoice Stanislaus for all expenses incurred to cooperate and facilitate in the Project development, and associated expenses as described herein.
- 2.2.2 Merced shall submit all invoices and supporting documentation to Stanislaus on or before 5:00pm on the tenth (10th) calendar day of the month following the date in which Merced requests reimbursement payments.
- 2.2.3 Merced shall fully cooperate with Stanislaus 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 MERCED COVENANTS.
- 2.3.1 Merced 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 \$924,400 of which \$818,371 is Federally participating. 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%) Merced and fifty percent (50%) Stanislaus.
- 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%) Merced and fifty percent (50%) Stanislaus. 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 \$106,029 and, therefore, Merced and Stanislaus' share of the Local Match would be \$53,014.50 each based on an estimated Design cost of \$924,400. Merced shall reimburse Stanislaus for its share of the

Local Match up to the maximum amount of \$53,014.50. If for any reason, Merced's share of the Local Match is expected to exceed \$53,014.50, an amendment to this MOA would be required prior to any payment beyond the \$53,014.50.

- 3.3 Project Costs. Unless otherwise specified in this MOA, the Project costs shall be shared equally fifty percent (50%) Merced and fifty percent (50%) Stanislaus for all direct and indirect costs of Project planning throughout the Preliminary Engineering Design Phase (PE Phase).
- 3.4 Merced and Stanislaus 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. Stanislaus shall invoice Merced for an amount equal to one-half or fifty percent (50%) of the Local Cost Share during the course of the Project. Merced shall reimburse Stanislaus 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 Stanislaus may submit all invoices and supporting documentation to Merced on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which Stanislaus requests reimbursement payments. Merced shall issue a reimbursement payment to Stanislaus on or before the last calendar day of the same month for all timely invoices submitted by Stanislaus.
- 3.6 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.
- 3.7 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 Merced and Stanislaus. No oral understanding or agreement, not incorporated herein, shall be binding on any of the parties hereto.

- 3.8 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:

Merced County:

Paul A. Fillebrown
Director
Department of Public Works
715 Martin Luther King Junior Way
Merced, California 95341

Stanislaus County:

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

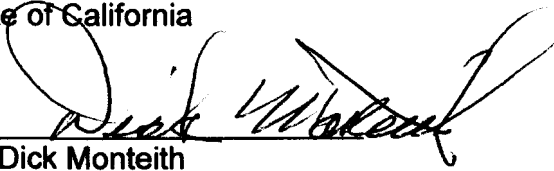
All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after the notice has been dispatched. The parties may change their respective address by giving notice of such change to the other party in the manner provided in this Section.

- 3.9 As may become necessary for Project development and delivery, through Merced and Stanislaus cooperation, the Directors of Public Works for Merced and Stanislaus 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.
- 3.10 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.
- 3.11 This Agreement may be terminated only by mutual written agreement signed and approved by the respective approving authorities of Merced and Stanislaus.
- 3.12 Stanislaus shall cause copies to be furnished to Merced following full execution of this Agreement

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, MERCED has authorized the execution of this Agreement in duplicate by its Chief Executive Officer under authority of Resolution No. 2011-84, adopted by the Board of Supervisors of Merced County on the 1st day of June, 2011, and STANISLAUS has authorized the execution of this Agreement in duplicate by its Chief Executive Officer under authority of Resolution No. , adopted by the Board of Supervisors of Stanislaus County on the day of , 2011.

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

By: 
Dick Monteith
Chairman of the Board

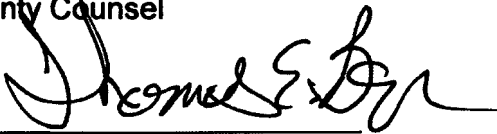
ATTEST:
Christine Ferraro Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California

By: 
Deputy Clerk

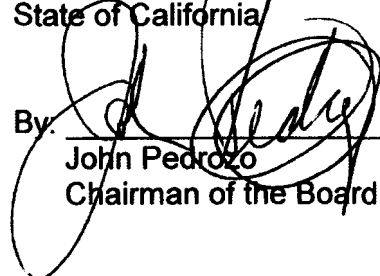
APPROVED AS TO CONTENT:
Department of Public Works

By: 
Matt Machado, Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

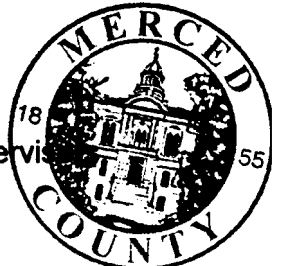
By: 
Thomas E. Boze
Deputy County Counsel

COUNTY OF MERCED,
a political subdivision of the
State of California

By: 
John Pedrozo
Chairman of the Board

JUN 7 2011

ATTEST:
Clerk of the Board of Supervisors
of the County of Merced
State of California

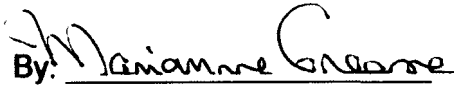


By: 
Deputy Clerk

APPROVED AS TO CONTENT:
Department of Public Works

By: 
Paul Fillebrown, Director

APPROVED AS TO FORM:
James N. Fincher,
County Counsel

By: 
James N. Fincher,
County Counsel
Marianne O. Greene

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF MERCED, STATE OF CALIFORNIA**

In the Matter of

RESOLUTION APPROVING THE)
MEMORANDUM OF AGREEMENT)
BETWEEN THE COUNTY OF MERCED AND)
THE COUNTY OF STANISLAUS FOR THE) **RESOLUTION NO. 2011-84**
PRELIMINARY ENGINEERING PHASE OF)
THE HILLS FERRY / RIVER ROAD BRIDGE)
SEISMIC REHABILITATION PROJECT)

WHEREAS, The Hills Ferry / River Road Bridge requires reconstruction to meet standards for seismic events and has been identified as a candidate in the Local Seismic Safety and Retrofit Program (LSSRP); and,

WHEREAS, The Hills Ferry / River Road Bridge Seismic Rehabilitation Project (Project) will be constructed using State of California LSSRP funds and/or Federal funds and local match funds, if necessary, which will be obtained, collected and administered by the County of Stanislaus; and,

WHEREAS, The Project when completed will provide an equal benefit for both Merced and Stanislaus Counties; and,

WHEREAS, The County of Merced and the County of Stanislaus will each be responsible for one-half (1/2) of the Local Match cost up to an amount not to exceed \$53,014.50 for the Preliminary Engineering Phase of the Project; and,

WHEREAS, the Director of Public Works recommends that the Chairman of the Board of Supervisors be authorized to execute the Memorandum of Agreement between the County of Merced and the County of Stanislaus for the Preliminary Engineering Phase of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors for the County of Merced that the Chairman of the Board of Supervisor's is authorized to execute the Memorandum of Agreement.

I, **LARRY T. COMBS**, Clerk of the Board of Supervisors of the County of Merced, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by said Board at a regular meeting thereof held on 7th day of June, 2011 by the following vote:

SUPERVISORS

AYES: John Pedrozo, Hub Walsh, Linn Davis, Deidre F. Kelsey,
Jerry O'Banion

NOES: None

ABSENT: None

WITNESS my hand and the Seal of this Board this 7th day of June, 2011.



LARRY T. COMBS, CLERK

By Victoria Bryan
Deputy