

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

DEPT: Public Works

BOARD AGENDA #: *C-2

AGENDA DATE: August 16, 2016

SUBJECT:

Approval of a Cooperative Agreement Between San Joaquin County and Stanislaus County for the Construction Phase of the Victory Road Bridge over Lone Tree Creek Replacement Project

BOARD ACTION AS FOLLOWS:

No. 2016-420

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

Urgent

Routine

BOARD AGENDA #: *C-2

AGENDA DATE: August 16, 2016



CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval of a Cooperative Agreement Between San Joaquin County and Stanislaus County for the Construction Phase of the Victory Road Bridge over Lone Tree Creek Replacement Project

STAFF RECOMMENDATIONS:

1. Approve the Cooperative Agreement between San Joaquin County and Stanislaus County for the Construction Phase of the Victory Road Bridge over Lone Tree Creek Replacement Project.
2. Authorize the Chairman of the Board to execute the Cooperative Agreement between San Joaquin County and Stanislaus County for the Construction Phase of the Victory Road Bridge over Lone Tree Creek Replacement Project.

DISCUSSION:

Victory Road is a rural county road in the northern part of Stanislaus County. The Victory Road Bridge over Lone Tree Creek is a shared facility between San Joaquin and Stanislaus County whereas the northbound lane lies within Stanislaus County and the southbound lane lies within San Joaquin County. The bridge is located approximately 2.0 miles north of Highway 120.

The Victory Road Bridge over Lone Tree Creek is a two span continuous reinforced concrete (RC) slab on RC pier wall and RC abutments. Caltrans bridge inspection report dated November 11, 2014 has identified multiple deficiencies such as delamination and spalling of the RC slab, pockets of spalls on the RC pier walls, and scouring at the pile cap/footing. Additionally, the bridge has a narrow bridge width with no shoulders. The replacement bridge will meet all current geometric design standards and will nullify all of the deficiencies identified above.

The purpose of the Cooperative Agreement is to facilitate the Construction Phase of the Victory Road Bridge over Lone Tree Creek Replacement Project (Project) between Stanislaus and San Joaquin County. San Joaquin County is the lead agency on the Project. The lead agency will facilitate all administrative tasks as well as oversee the construction, construction management, and inspection for the Project. The Cooperative Agreement also sets the financial platform for funding of the local match portion of the construction project. The project is currently 100% Federally funded with the Highway Bridge Program (HBP) and Toll Credits (88.53% HBP, 11.47% Toll Credits). The estimated cost of construction including contingency and construction management is \$2,400,550 (\$2,125,207 HBP, \$275,343 Toll Credits).

Approval of a Cooperative Agreement Between San Joaquin County and Stanislaus County for the Construction Phase of the Victory Road Bridge over Lone Tree Creek Replacement Project

San Joaquin County anticipates awarding the construction contract in July 2017 and beginning construction in August 2017.

POLICY ISSUE:

The Board of Supervisors' approval is needed for agreements with other governmental agencies.

FISCAL IMPACT:

There is no fiscal impact for this project as San Joaquin County is the lead agency and will administer the Federal funds.

BOARD OF SUPERVISORS' PRIORITY:

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 replacing a deficient bridge to improve the safety of the traveling public.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Construction Cooperative Agreement

ATTACHMENT 1
CONSTRUCTION COOPERATIVE AGREEMENT

AGREEMENT NUMBER A-16- 356

**CONSTRUCTION COOPERATIVE AGREEMENT
VICTORY ROAD BRIDGE (29C-356) OVER LONE TREE CREEK
REPLACEMENT PROJECT**

THIS AGREEMENT is made and entered into on 10/4/16, by and between the County of San Joaquin, a political subdivision of the State of California, hereinafter referred to as "SAN JOAQUIN," and the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "STANISLAUS".

RECITALS:

1. Pursuant to California Streets and Highways Code, Section 1626, the Board of Supervisors of any county is granted the power to construct, maintain, improve, and repair any county highway or bridge which, in whole or in part, forms the boundary line between adjoining counties.
2. This AGREEMENT outlines the terms and conditions of cooperation between SAN JOAQUIN and STANISLAUS to complete project surveys, environmental mitigations, and construction operations as outlined in the project plans and specifications for replacement of the Victory Road Bridge 29C-356, hereinafter referred to as the "PROJECT" and as identified in the aerial vicinity map which is attached and incorporated herein by this reference as "Map No. 1".
3. On November 24, 1981, STANISLAUS adopted Resolution R-81-1916 and agreed to share the cost equally on Victory Road Bridge 29C-356 for major repair work, in which the anticipated expenditure exceeds the sum of \$10,000.
4. On January 5, 1982, SAN JOAQUIN adopted Resolution R-82-16 and agreed to share the cost equally on Victory Road Bridge 29C-356 for major repair work, in which the anticipated expenditure exceeds the sum of \$10,000.
5. On October 20, 1992, SAN JOAQUIN adopted Agreement A-92-1650 (attached hereto as EXHIBIT A) whereby SAN JOAQUIN agreed to be 100 percent responsible for the maintenance and repair of that portion of the full right of way ("ROW") width of Victory Road between Cometa Road on the north and Rossier Road on the south.
6. Per Agreement A-92-1650 STANISLAUS agreed to be 100 percent responsible for the maintenance and repair of that portion of the full ROW width of Victory Road between Rossier Road on the north and River Road on the south.

7. On November 29, 2013, SAN JOAQUIN and STANISLAUS approved and accepted Cooperative Agreement A-13-357 for engineering and ROW phases for the Victory Road Bridge No. 29C-356 over Lone Tree Creek Replacement Project. The Cooperative Agreement, A-13-357, also recognized construction contract award and construction management be addressed in a future amendment.
8. In order to produce economies of scale and reduce overall costs, as well as facilitate Federal and State environmental approvals, SAN JOAQUIN desires to construct the PROJECT.
9. SAN JOAQUIN and STANISLAUS desire to obtain Federal Highway Bridge Program funds and utilize the federal Toll Credit program which is available on a first come, first served basis to reimburse up to maximum limits for the participating costs of the PROJECT. If toll credits are unavailable, 11.53% of PROJECT costs will be paid using local match funds. In addition, any expenses involving ROW issues will be considered non-participating and will be 100% funded with local match funds.
10. SAN JOAQUIN and STANISLAUS recognize the necessity to cooperate for the development and construction of the PROJECT and for sharing the PROJECT's costs in order to facilitate PROJECT development and reduce the PROJECT's overall costs. A preliminary description of the tasks and schedule necessary to complete the PROJECT and an estimate of the PROJECT's overall costs are set forth and attached hereto, hereinafter referred to as "EXHIBIT B", and made part of this AGREEMENT.

SAN JOAQUIN and STANISLAUS, hereinafter referred to as the "PARTIES," hereby agree to the following terms and conditions under which the PROJECT is to be developed and financed:

SECTION 1. SCOPE OF THIS AGREEMENT

- 1.1 The scope of this AGREEMENT includes, advertising/award, construction, and construction management for the PROJECT.

SECTION 2. OBLIGATIONS OF SAN JOAQUIN

SAN JOAQUIN agrees that it shall do the following acts:

- 2.1 To advertise and award a construction contract to have the PROJECT constructed and act as lead agency, hereinafter referred to as "LEAD AGENCY", and take all action required to complete the PROJECT.
- 2.2 To require the construction contractor to furnish certification of insurance and supporting endorsements in favor of SAN JOAQUIN and STANISLAUS as outlined in EXHIBIT C.

- 2.3 SAN JOAQUIN shall advertise the PROJECT's construction contract in accordance with the Plans, Specifications and Engineer's Estimate. Upon opening of the bids, SAN JOAQUIN shall submit to STANISLAUS a summary of construction bids for record keeping purposes. SAN JOAQUIN shall make available to STANISLAUS all documents and information related to the preparation of the construction for the PROJECT.
- 2.4 SAN JOAQUIN shall award and administer the construction contract for the PROJECT in accordance with the advertised plans and specifications. SAN JOAQUIN shall complete the PROJECT in accordance with Federal Aid Procedures; with applicable laws and regulations, including environmental laws and regulations.
- 2.5 Upon completion of the PROJECT, SAN JOAQUIN shall provide STANISLAUS copies of the final documentation including, but not limited to, final PS&E, construction contract award information, as-built plans, SAN JOAQUIN notice of completion, and a "final" detailed statement of costs borne by STANISLAUS in support of the construction of the PROJECT. SAN JOAQUIN shall designate a SAN JOAQUIN representative through whom all communications between the PARTIES to this AGREEMENT shall be channeled.
- 2.6 To act in its capacity as the fiscal agent for the PROJECT and perform or secure performance of all work necessary for construction of the PROJECT.
- 2.7 That for the PROJECT, SAN JOAQUIN will apply for funding commitments for the PROJECT from the Federal HBP/Toll Credit to reimburse up to the maximum limits for the participating costs of the PROJECT construction, as specified herein in EXHIBIT A, and the remaining balance of the PROJECT's actual costs not covered or reimbursed by Federal HBP/Toll Credit funds is hereinafter referred to as "LOCAL COST SHARE."
- 2.8 SAN JOAQUIN 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.
- 2.9 That 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 SAN JOAQUIN accounting procedures.

Other San Joaquin Covenants

- 2.10 SAN JOAQUIN shall indemnify, defend, and hold harmless STANISLAUS, their officers, agents, and employees from any and all claims, demands, costs, or liability and shall pay all claims due to the negligent or willful acts, errors, omissions, or misdeeds of SAN JOAQUIN, its agents, or

subcontractors and shall pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees relating thereto, arising from or connected to this AGREEMENT.

SECTION 3. OBLIGATIONS OF STANISLAUS

STANISLAUS agrees that it shall do the following acts:

- 3.1 Allow SAN JOAQUIN to act as the LEAD AGENCY and take all action required to complete the PROJECT.
- 3.2 STANISLAUS shall participate in the selection process as a member of a panel that will review and rank proposals to determine a construction management firm for the PROJECT.
- 3.3 To invoice SAN JOAQUIN for all expenses incurred, to cooperate and facilitate in the construction of the PROJECT as described herein.
- 3.4 To submit all invoices and supporting documentation to SAN JOAQUIN on or before 5:00 pm on the tenth (10th) calendar day of the month following the date in which STANISLAUS requests reimbursement payments. To designate representatives through whom all communications between the PARTIES to this AGREEMENT shall be channeled.
- 3.5 To fully cooperate with SAN JOAQUIN 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.
- 3.6 To indemnify, defend, and hold harmless SAN JOAQUIN, their officers, agents, and employees from any and all claims, demands, costs, or liability and shall pay all claims due to the negligent or willful acts, errors, omissions, or misdeeds of STANISLAUS, its agents, or subcontractors and shall pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees relating thereto arising from, or connected to, this AGREEMENT.

IT IS MUTUALLY AGREED:

1. The PARTIES shall cooperate and provide all available information and consultation to facilitate the preparation of construction for the PROJECT.
2. 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.
3. SAN JOAQUIN shall apply for and STANISLAUS shall secure and issue to SAN JOAQUIN, in accordance with the PROJECT schedule and at no cost to SAN JOAQUIN, right-of-entry permits from private property owners

in the area of the PROJECT within STANISLAUS's jurisdiction to perform construction prior to SAN JOAQUIN and/or SAN JOAQUIN's agents beginning work within STANISLAUS's jurisdiction. SAN JOAQUIN shall comply with, and require that, SAN JOAQUIN's contracted agents comply with the entry permits to be issued by STANISLAUS for the PROJECT prior to beginning work associated with the PROJECT within STANISLAUS's jurisdiction.

4. SAN JOAQUIN shall grant extensions of time for completion of the PROJECT and STANISLAUS shall have ten (10) working days to review the proposed request for extensions of time and advise SAN JOAQUIN. If STANISLAUS has not given a response to SAN JOAQUIN regarding the recommended action to be taken on extensions of time after a time period of ten (10) working days has elapsed, SAN JOAQUIN may approve and grant the extensions of time in accordance with standard procedures of SAN JOAQUIN without the approval of STANISLAUS.
5. SAN JOAQUIN shall not accept the PROJECT until STANISLAUS representatives have agreed the PROJECT is complete.
6. SAN JOAQUIN and STANISLAUS desire to obtain Federal HBP/Toll Credit funds to reimburse up to the maximum limits for participating costs of the PROJECT as specified herein in EXHIBIT B. This AGREEMENT and the obligations hereunder are based on the assumption that the PROJECT will receive Federal HBP/Toll Credit funding. If the Toll Credit should not become unavailable, the PARTIES agree to split LOCAL COST SHARE equally. If for any reason Federal HBP funding for the PROJECT is not received, then all obligations hereunder shall cease and this AGREEMENT shall terminate upon either of the PARTIES giving to the other party sixty (60) days written notice signed and approved by the respective approving authority, of its intention to terminate the AGREEMENT. If toll credits are unavailable, 11.53% of project costs will be paid using local match funds. SAN JOAQUIN and STANISLAUS will each pay an amount equal to fifty percent (50%) of the LOCAL MATCH FUNDS.
7. STANISLAUS hereby grants to SAN JOAQUIN the full authority to make and issue construction contract change orders related to the PROJECT. For the PROJECT's construction contract changes that involve cost increases for less than \$50,000, SAN JOAQUIN may approve the changes in accordance with SAN JOAQUIN's standard procedures. Costs associated with PROJECT for construction contract change orders for less than \$50,000 approved by SAN JOAQUIN shall be included in the LOCAL COST SHARE to be reimbursed by STANISLAUS to SAN JOAQUIN. The PARTIES also agree that, in the event additional work is necessary which is more beneficial to one party, the cost of additional work will be mutually shared as determined. SAN JOAQUIN shall notify STANISLAUS of all construction change orders for less than \$50,000 relating to the PROJECT. STANISLAUS shall receive copies of the approved changes from SAN JOAQUIN.

8. SAN JOAQUIN shall present construction contract change orders relating to the PROJECT for \$50,000 and greater in a timely manner to STANISLAUS for review prior to the approval of each change. For the PROJECT's construction contract change orders for \$50,000 and greater, STANISLAUS shall have ten (10) working days from actual receipt to review the proposed changes and advise SAN JOAQUIN of STANISLAUS's recommended course of action. If STANISLAUS has not given a response to SAN JOAQUIN regarding a recommended action to be taken regarding the construction contract change orders after a time period of ten (10) working days has elapsed, SAN JOAQUIN may approve the changes in accordance with SAN JOAQUIN's standard procedures. Costs associated with the PROJECT construction contract changes for \$50,000 and greater, approved by SAN JOAQUIN without a timely response from STANISLAUS, shall be included in the LOCAL COST SHARE to be reimbursed by STANISLAUS to SAN JOAQUIN. The PARTIES also agree that, in the event additional work is necessary which is more beneficial to one party, the cost of additional work will be mutually shared as determined. SAN JOAQUIN shall notify STANISLAUS of all construction contract changes order for \$50,000 and greater relating to the PROJECT. STANISLAUS shall receive copies of the approved construction contract changes from SAN JOAQUIN.
9. The LOCAL COST SHARE, is the remaining balance of the PROJECT's costs not covered or reimbursed by Federal HBP/Toll Credits and shall be paid by the PARTIES. A preliminary description of the tasks, schedule, and an estimate of costs necessary to complete construction of the overall PROJECT is specified herein in EXHIBIT A. SAN JOAQUIN 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. SAN JOAQUIN shall invoice STANISLAUS for an amount equal to one-half or fifty percent (50%) of the LOCAL COST SHARE during the course of the PROJECT. STANISLAUS shall reimburse SAN JOAQUIN 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/Toll Credits for the PROJECT. The PARTIES each have the option, according to their respective discretion, to pay an amount greater than one-half or fifty percent (50%) of the LOCAL COST SHARE. The LOCAL COST SHARE shall not exceed the amount set forth in EXHIBIT B, without an amendment to this AGREEMENT.
10. SAN JOAQUIN may submit all invoices and supporting documentation to STANISLAUS on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which SAN JOAQUIN requests reimbursement payments. STANISLAUS shall issue a reimbursement payment to SAN JOAQUIN on or before the last calendar day of the same month for all timely invoices submitted by SAN JOAQUIN
11. SAN JOAQUIN's total spending authority for a PROJECT contract is approved by the San Joaquin County Board of Supervisors and includes

the cost of the construction contracted services plus a contingency amount designated for any additions or changes to the contract, if needed. SAN JOAQUIN will provide written notice to STANISLAUS when the sum of all the contract change orders executed for a PROJECT contract reaches seventy-five percent (75%) of the board-approved contingency. SAN JOAQUIN will provide written notice to STANISLAUS prior to increasing the total spending authority for a PROJECT contract that has been considered and approved by the San Joaquin County Board of Supervisors.

12. 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 SAN JOAQUIN and STANISLAUS. No oral understanding or agreement, not incorporated herein, shall be binding on any of the PARTIES hereto.
13. 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:

SAN JOAQUIN:

Kris Balaji
Director of Public Works
San Joaquin County
Department of Public Works
1810 East Hazelton Avenue
Stockton, California 95205

STANISLAUS:

Matt Machado
Director of Public Works
Stanislaus County
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.


14. As may become necessary for PROJECT development and delivery, through SAN JOAQUIN and STANISLAUS cooperation, the Directors of Public Works for SAN JOAQUIN and STANISLAUS are authorized to administer and execute, by mutual written consent, various administrative documents necessary to engineer the PROJECT, provided that such actions do not exceed the authority of this AGREEMENT.
15. Should any clause 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.

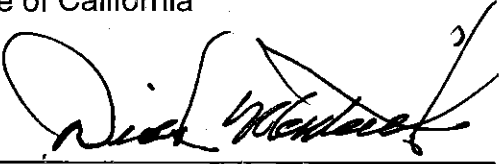
16. This AGREEMENT may be terminated only by mutual written agreement signed and approved by the respective approving authorities of SAN JOAQUIN and STANISLAUS.
17. This AGREEMENT and all documents, exhibits and schedules referenced herein constitute the entire understanding and agreement of the PARTIES and supersede all negotiations or previous agreements between the PARTIES.
18. SAN JOAQUIN shall cause copies to be furnished to STANISLAUS following full execution of this AGREEMENT.

THIS AGREEMENT has been executed by the respective PARTIES hereto through their respective authorized officers on the date first above written.

COUNTY OF SAN JOAQUIN,
a political subdivision of the
State of California

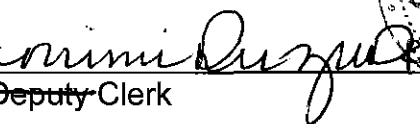
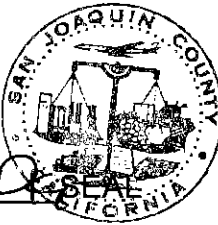
COUNTY OF STANISLAUS,
a political subdivision of the
State of California

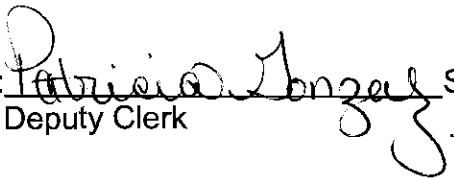
By: 
MOISES LAPIEN, Chair
Board of Supervisors
"SAN JOAQUIN"

By: 
DICK MONTEITH, Chairman
Board of Supervisors
"STANISLAUS"


ATTEST: Mimi Duzenski
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

ATTEST: Elizabeth A. King
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California

By:   SEAL
Deputy Clerk

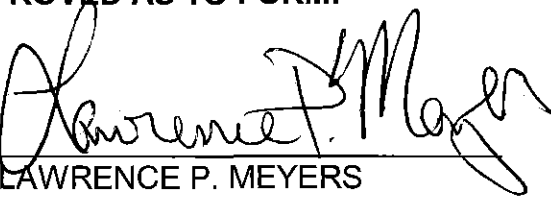
By:  SEAL
Deputy Clerk

RECOMMENDED FOR APPROVAL:

By: 
KRIS BALAJI
Director of Public Works

By: 
MATT MACHADO
Director of Public Works

APPROVED AS TO FORM:

By: 
LAWRENCE P. MEYERS
Deputy County Counsel

By: 
AMANDA M. DEHART
Deputy County Counsel

EXHIBIT A

Agreement A-92-1650

A-92-1050

File
✓

AGREEMENT

This Agreement, is made and entered into this OCT 20 1992 day of _____, 1992, by and between the County of San Joaquin and the County of Stanislaus.

RECITALS

a. Whereas, Streets and Highways Code Section 1626 grants to the Board of Supervisors of any County the power to construct, maintain, improve, and repair any county highway which in whole or in part forms the boundary line between adjoining counties and the power to enter into joint contracts with adjoining counties for the construction, maintenance, improvement and repair of such county highways; and

b. Whereas, Victory Road is such a county highway forming the boundary line between the Counties of San Joaquin and Stanislaus;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of San Joaquin and the County of Stanislaus as follows:

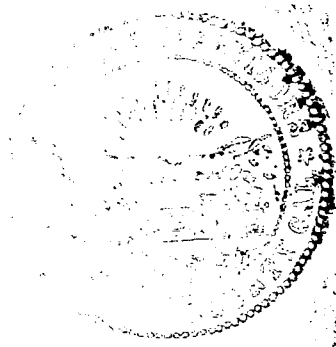
1. The County of San Joaquin shall be responsible for the maintenance and repair in a reasonable condition of that portion of the full right of way width of Victory Road between Cometa Road on the north and Rossier Road on the south. Such responsibility shall include the total intersection of Cometa Road and Victory Road and the north one-half of the intersection of Victory Road and Rossier Road. The County of San Joaquin shall defend, indemnify, and hold harmless the County of Stanislaus, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from the negligent performance of San Joaquin County's responsibilities as set forth in this paragraph.

2. The County of Stanislaus shall be responsible for the maintenance and repair in a reasonable condition of that portion of the full right of way width of Victory Road between Rossier Road on the north and River Road on the south. Such responsibility shall include the south one-half of the intersection of Rossier Road and the total intersection of Victory Road and River Road. The County of Stanislaus shall defend, indemnify, and hold harmless the County of San Joaquin, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from the negligent performance of Stanislaus County's responsibilities as set forth in this paragraph.

3. The counties by executing this agreement grant the right to each other to enter their respective counties to perform such work on Victory Road as each of them shall deem necessary.

4. This agreement may be terminated by either party thirty days after receipt of written notice mailed to the Board of Supervisors of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.



COUNTY OF STANISLAUS

By *Pat Paul*
Chair, Pat Paul

COUNTY OF SAN JOAQUIN

By EDWARD A. SIMAS
Chair, Edward A. Simas

Approved as to content:

Stanislaus County
Department of Public Works

By: *M. Balke*

Approved as to form:

Stanislaus County Counsel

By: *Henry M. Hirata, Deputy*

Approved as to form:

San Joaquin County Counsel

By: *Edward R. Burrows, Deputy*

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

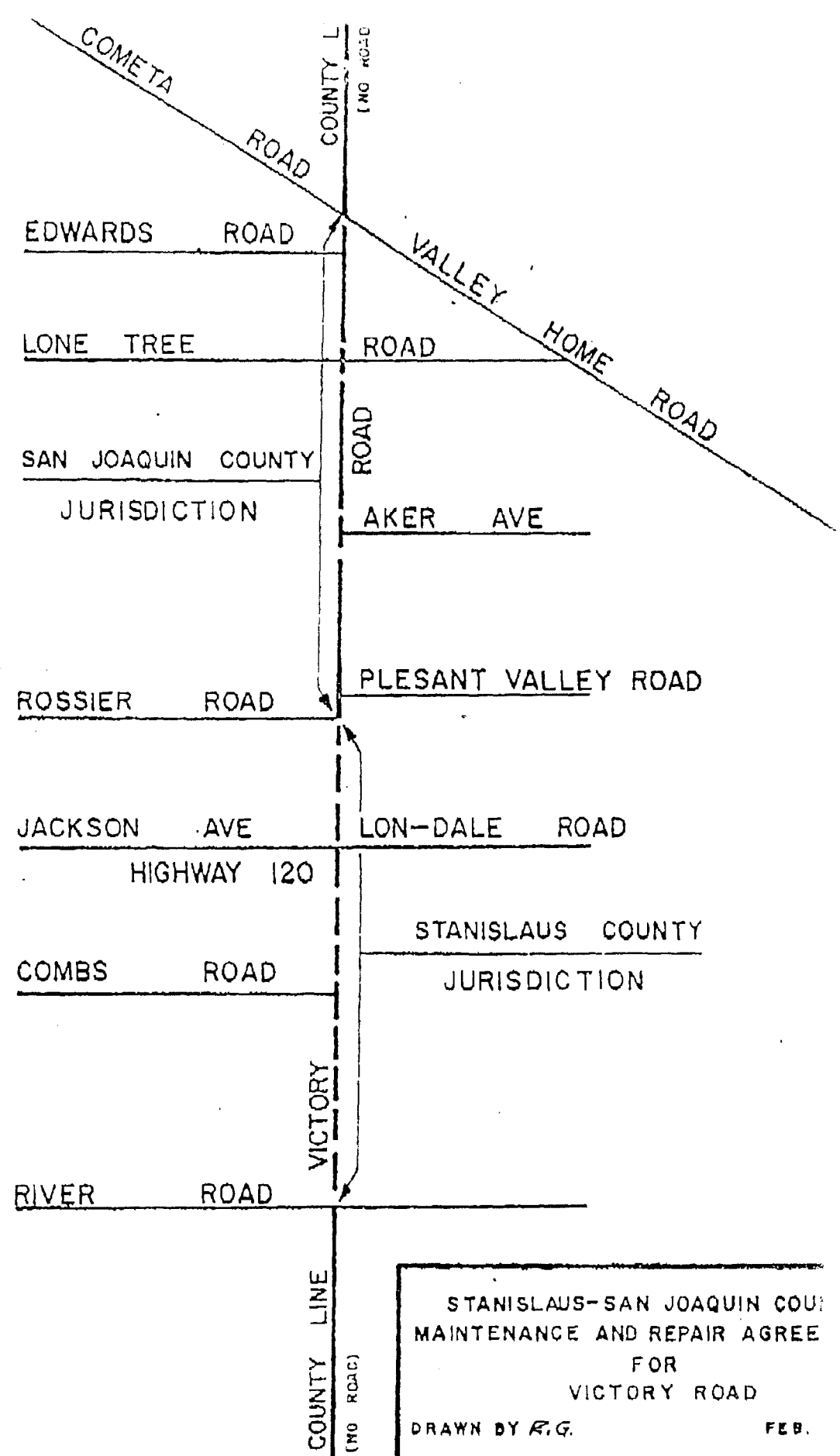
By CAROLINE JUNCO
DEPUTY CLERK



RECOMMENDED FOR APPROVAL:

Henry M. Hirata
Henry M. Hirata
Director of Public Works

C:\wp51\pwk\ victory.k



STANISLAUS-SAN JOAQUIN COUNTY
 MAINTENANCE AND REPAIR AGREE
 FOR
 VICTORY ROAD
 DRAWN BY R.G. FEB.

EXHIBIT B

Project Costs

EXHIBIT B
CONSTRUCTION COOPERATIVE AGREEMENT FOR VICTORY ROAD BRIDGE NO.
29C-356 REPLACEMENT PROJECT

- 1. Project Name:** Victory Road Bridge Replacement project (Project)
- 2. Project Location:** Victory Road over Lone Tree Creek
- 3. Sponsors (PARTIES):** San Joaquin County (SAN JOAQUIN)
Stanislaus County (STANISLAUS)
- 4. Lead Agency:** San Joaquin County
- 5. Contact:** Mahmoud Saqqa, Senior Bridge Engineer
San Joaquin County Department of Public Works
Bridge Engineering Division
(209) 468-8924

6. Project Scope of Work:

The project site is located on the east border of SAN JOAQUIN and STANISLAUS near Escalon, CA, and is 1.5 miles North of Highway 120.

Victory Road Bridge No. 29C-356 over Lone Tree Creek (BRIDGE) was constructed in 1928 and consists of two (2) spans (11'-2" each in length) of reinforced concrete continuous flat slab with chip seal bearing over reinforced concrete pier wall and abutments. Lone Tree Creek is situated in a wide floodplain with a heavy vegetated bed comprised of silt and sand.

This structure has an unknown foundation that has not been evaluated for scour. The BRIDGE has a history of scour and undermining at Pier footing #2 and Abutment #3. On 12-28-2004, a Hydraulic probe was performed by Caltrans inspectors to the soil underneath the footing of Pier #2, and a hard layer approximately 1.3 feet below the footing was found. No As-Built Plans are available for this structure.

As a result of its poor sufficiency rating (SR) of 61.4, the BRIDGE was rated as Structurally Deficient and eligible for rehabilitation under the Federal Highway Bridge Program (HBP).

On December 1, 2008, a minimum application for Preliminary Engineering (P.E.) was submitted as a rehabilitation project to program the bridge in the Federal Transportation Improvement Program (FTIP). On June 1, 2010, a Request for Authorization (RFA) for P.E. was submitted. On July 21, 2010, an E-76 was received from Caltrans approving BRIDGE as a rehabilitation project under the HBP.

On November 10, 2010, a life cost analysis was prepared by SAN JOAQUIN staff and submitted to Caltrans recommending structure replacement as the most cost effective alternative. On February 14, 2011, Caltrans issued a revised E-76 approving the BRIDGE as a replacement project under the HBP hereinafter referred to as "PROJECT". This PROJECT received a toll

credit of eleven point forty-seven percent (11.47%) of non-federal match resulting in one hundred percent (100%) federal funds for PE participating costs.

In order to produce economies of scale and reduce overall costs, as well facilitate Federal and State environmental approvals, SAN JOAQUIN and STANISLAUS desires to engineer and construct the PROJECT. (See MAP #1) It is the desire of SAN JOAQUIN and STANISLAUS to obtain HBP funds to reimburse up to maximum limits for the participating costs of the PROJECT.

The PROJECT shall construct a new two lane bridge that will meet current AASHTO standards and provide a safe structure for the traveling public. Items of work remaining to complete the PROJECT include construction, contract administration, construction management, material source inspection and specialty testing, and such other design and construction engineering as may be required.

Future applications for HBP funds for the PROJECT will request the new maximum limit of eighty-eight point fifty-three percent (88.53%) and Federal Toll Credits to reimburse up to the maximum limits for participating costs of the PROJECT.

The LOCAL COST SHARE is the remaining balance of the PROJECT's costs not covered or reimbursed by HBP and Toll Credit funds and shall be paid equally by SAN JOAQUIN and STANISLAUS. STANISLAUS shall reimburse SAN JOAQUIN an amount equal to one-half or fifty percent (50%) of the PROJECT's costs not covered or reimbursed by Federal HBP and Toll Credit funds as set forth in Section 9 of this EXHIBIT. If necessary, SAN JOAQUIN shall timely pay all costs for the PROJECT, including the total LOCAL COST SHARE and invoice STANISLAUS an amount equal to one-half or fifty percent (50%) of the LOCAL COST SHARE during the course of the PROJECT. STANISLAUS shall issue reimbursement payments over the course of the PROJECT to SAN JOAQUIN, in accordance with the terms of the Cooperative Agreement. SAN JOAQUIN and STANISLAUS each have the option, according to their respective discretion, to pay an amount greater than one-half or fifty percent (50%) of the LOCAL COST SHARE.

7. Expected Timing for Delivery of Project:

	<u>Start Date</u>	<u>Completion Date</u>
Advance Planning	Jan 2007	July 2010
Preliminary Engineering/Environmental	April 2011	December 2016
Right-of-Way	April 2016	April 2017
Advertise/Open/Award	May 2017	July 2017
Construction and Construction Management	August 2017	November 2017

8. Preliminary Estimate of Project Cost:

Advance Planning	\$ 28,000
Preliminary Engineering/Environmental	\$ 582,500
Construction plus Contingency	\$ 2,160,550
Construction Management	<u>\$240,000</u>
TOTAL	\$3,011,050

9 Preliminary Estimate of Source(s) and Amount of Fund For Construction:

<u>Source</u>	<u>Amount</u>	<u>Total Percentage</u>		<u>Local Cost Share Percentage</u>
HBP	\$2,125,206	88.53		0
Federal Toll Credit	\$275,344	11.47		0
*San Joaquin County	\$137,672	(5.735)	50	
*Stanislaus County	<u>\$137,672</u>	<u>(5.735)</u>	<u>50</u>	
TOTAL	\$2,400,550	100 %		100%

*Local cost share to be paid only if Federal Toll Credits become unavailable.

EXHIBIT C

Insurance Requirements

EXHIBIT C

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County's site.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. At the option of the County, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the County.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the

Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.