

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

DEPT: Public Works *slm*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE October 1, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Cooperative Agreement between the County of Stanislaus and the County of San Joaquin for the Preliminary Engineering and Right of Way Phases for the Victory Road Bridge Replacement Project

STAFF RECOMMENDATIONS:

1. Approve the Cooperative Agreement between the County of Stanislaus (County) and County of San Joaquin for the Preliminary Engineering and Right of Way (ROW) phases of the Victory Road Bridge Replacement Project.
2. Authorize the Chairman of the Board to sign the Cooperative Agreement between the County and the County of San Joaquin for the Preliminary Engineering and ROW phase of the project.

FISCAL IMPACT:

The estimated cost of the Preliminary Engineering and ROW phase for the Victory Road Bridge Replacement Project is \$378,100. The Preliminary Engineering phase is estimated to cost \$328,100 and will be 88.53% funded by the Highway Bridge Program (HBP) and 11.47% from Toll Credits. Surplus Toll Credits are being awarded by the State of California on a first come, first serve basis to local agencies to supplement the HBP. In the event that Toll Credits are not available, San Joaquin County and the County will share the local match at an estimated cost of \$18,817 each. (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-490

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.

Approval of a Cooperative Agreement between the County of Stanislaus and the County of San Joaquin for the Preliminary Engineering and Right of Way Phases for the Victory Road Bridge Replacement Project

FISCAL IMPACT (Continued):

The ROW cost is estimated to be \$50,000 and is shared by San Joaquin County and the County in the amount of \$25,000 each. Stanislaus County Public Works will be responsible for County staff time in the administration of the project.

These funds are available in the current year's Road Projects budget.

DISCUSSION:

The Victory Road Bridge is located on the east border of San Joaquin County with Stanislaus County near Escalon, CA and 1.5 miles north of Highway 120. The purpose of the Victory Road Bridge Replacement Project is to replace the existing structurally deficient bridge structure with a new bridge structure that will address all the structural deficiencies and meet current roadway design standards.

The purpose of the Cooperative Agreement for the Preliminary Engineering and ROW phases of the Victory Road Bridge Replacement Project is to facilitate cooperation between San Joaquin County and the County. San Joaquin County and the County have an existing Maintenance Agreement in place, addressing only maintenance/repairs to the Victory Road Bridge. The Maintenance Agreement does not include bridge replacement as a term of maintenance or repair for the Victory Road Bridge, creating the need for a new agreement between San Joaquin County and the County. The Cooperative Agreement is needed because it outlines the role, responsibilities and financial obligations of each agency for the Victory Road Bridge Replacement project.

San Joaquin County will be the lead agency on the project. The lead agency will facilitate the majority of the administrative tasks as well as oversee the consultant's development of the project. The lead agency will be responsible for delivering all aspects of the project including, but not limited to, design plans, a detailed engineer's estimate, Department of Transportation coordination and approval, future funding identification and final California Environmental Quality Act and National Environmental Policy Act Environmental Documentation.

Upon Preliminary Engineering and ROW phase closeouts, San Joaquin County and the County will determine the next step for further development of the project, including funding sources for the construction phase of the project. The construction phase is currently programmed and is anticipated to also be funded 100% by HBP and Toll Credits. The construction phase will be a separate cooperative agreement between the County and San Joaquin County.

POLICY ISSUES:

This action supports the Board's priorities of Effective Partnerships and A Well Planned Infrastructure System by partnering with neighboring agencies to improve the transportation system.

Approval of a Cooperative Agreement between the County of Stanislaus and the County of San Joaquin for the Preliminary Engineering and Right of Way Phases for the Victory Road Bridge Replacement Project

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 Cooperative Agreement.

CONTACT PERSON:

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

ES:dd

L:\BRIDGES\8053-Victory Road Bridge\Design\BOS\VictoryRoadBridge_BOS10113

AGREEMENT NUMBER A-13-357

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

THIS AGREEMENT is made and entered into on 11/26/2013, 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. Streets and Highways Code Section 941.6 provides that if a boundary line between two adjacent counties lies within a county highway, the board of supervisors of the affected counties may agree for the improvement, maintenance, construction, or reconstruction of all or part of the highway by either or both counties, and each county may expend funds available for performance of the AGREEMENT; and
2. Streets and Highways Code, Sections 1321 and 1626, grant the Board of Supervisors of any county 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 and the power to enter into joint contracts with adjoining counties for the construction, maintenance, improvement, and repair of such county highways or bridges.
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 for major repair work and enter into a separate agreement in which the anticipated expenditure exceeds the sum of \$10,000.
5. On October 20, 1992, SAN JOAQUIN adopted Agreement A-92-1650 (attachment) 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 A-92-1650 noted above, 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. This AGREEMENT outlines the terms and conditions of cooperation between SAN JOAQUIN and STANISLAUS to complete engineering calculations, plans, specifications and engineer's estimate, hereinafter referred to as "PS&E", environmental clearance, ROW 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.

8. The Bridge has been determined to be structurally deficient based on State of California Department of Transportation Structure Maintenance and Investigation. SAN JOAQUIN subsequently applied for and received program funding commitments totaling 100 percent for preliminary engineering for the PROJECT from the Federal Highway Bridge Program, hereinafter referred to as "Federal HBP", and from the Federal Toll Credit Program, hereinafter referred to as "Toll Credit", to reimburse up to the maximum limits for participating costs, of the PROJECT.
9. In order to produce economies of scale and reduce overall costs, as well as facilitate Federal and State environmental approvals, SAN JOAQUIN desires to engineer and construct the PROJECT.
10. SAN JOAQUIN and STANISLAUS desire to obtain Federal HBP funds and utilize the Toll Credit program, which is available on a first-come, first-served basis, to reimburse up to the maximum limits for the participating costs of the PROJECT. If toll credits are unavailable, 11.47 percent of participating project costs and 100 percent of all non-participating funds will be paid using local match funds split equally between SAN JOAQUIN and STANISLAUS. In addition, any expenses involving ROW issues will be considered non-participating and will be 100 percent funded by each agency jurisdiction.
11. SAN JOAQUIN and STANISLAUS recognize the necessity to cooperate for the development of the PROJECT and for sharing the PROJECT's costs in order to facilitate development and reduce overall costs. A preliminary schedule necessary to complete the PROJECT and an estimate of the PROJECT's overall costs are set forth and attached hereto as "EXHIBIT A", and made part of this AGREEMENT.
12. 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:

AGREEMENT

SECTION 1: SCOPE OF THIS AGREEMENT

The proposed scope of this AGREEMENT includes design, PS&E, environmental analyses, engineering, ROW engineering, project advertising, and awarding for replacement of Victory Road Bridge over Lone Tree Creek. Excluded from this AGREEMENT are construction contract award, construction management, and maintenance which shall be addressed in a future amendment to this AGREEMENT.

SECTION 2: SAN JOAQUIN AGREES TO THE FOLLOWING:

1. To engineer and construct the PROJECT, act as lead agency, and take all action required to complete the PROJECT.
2. To provide or contract to provide, all labor, materials, tools, and equipment for the PROJECT including PS&E, environmental analyses, ROW, advertising, award, and such other activities as may be required for satisfactory completion of the PROJECT. A schedule and an estimate of costs necessary to complete the overall PROJECT are specified in EXHIBIT A.
3. To solicit and secure a qualified civil engineering consultant firm, hereinafter referred to as "CONSULTANT", and appropriate qualified subconsultants to provide professional services for the development of the PROJECT including, but not limited to, PS&E,

environmental, and ROW. To require the CONSULTANT be in compliance with applicable California law, including the California Public Contract Code, and the California Labor Code, as well as in accordance with Federal Aid Procedures.

4. To make available to STANISLAUS all documents and information related to the preparation of a Request for Proposals for professional services required for engineering, environmental, and ROW approval for the PROJECT. SAN JOAQUIN shall enter into an agreement with the CONSULTANT for the PROJECT.
5. To require CONSULTANT to furnish certification of insurance naming SAN JOAQUIN and STANISLAUS as additional insured including General Liability Insurance on an occurrence-based policy with a combined single limit in the minimum amount of \$5,000,000, Automobile Liability Insurance with a combined single limit in the minimum amount of \$2,000,000, Professional Liability (Errors and Omissions) Insurance with an aggregate limit in the minimum amount of \$2,000,000, and Workers' Compensation Insurance in conformance with the Labor Code of the State of California.
6. To obtain the entire PROJECT's necessary regulatory permits for the required work and, if required, establish mitigation monitoring.
7. To be the lead agency for appraisals and acquisitions as well as temporary and permanent easements in San Joaquin County. SAN JOAQUIN shall conduct all ROW appraisal and acquisition activities in San Joaquin County jurisdiction. SAN JOAQUIN shall prepare, or direct the preparation of, a Record of Survey in accordance with the PROJECT construction schedule and, as required by the Professional Land Surveyor's Act, to memorialize any permanent survey monuments set by SAN JOAQUIN defining property lines in San Joaquin County.
8. That upon completion of the PROJECT, SAN JOAQUIN shall provide STANISLAUS copies of the final documentation including, but not limited to, final PS&E, record drawings, and a final detailed statement of all costs borne by STANISLAUS in support of the engineering of the PROJECT. SAN JOAQUIN shall designate a representative through whom all communications between the PARTIES to this AGREEMENT shall be channeled.
9. To act in its capacity as the fiscal agent for the PROJECT and perform or secure performance of all work necessary for the PROJECT, as identified in Recital 7.
10. All ROW costs and associated expenses for the PROJECT including, but not limited to, appraisals and acquisitions as well as temporary and permanent easements have not been identified as eligible for Federal HBP/Toll Credit funding and, therefore, SAN JOAQUIN shall pay for 100 percent of the ROW costs and associated expenses In SAN JOAQUIN's jurisdiction.
11. That excluding ROW costs and associated expenses 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, as specified 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".
12. SAN JOAQUIN shall timely pay all costs for the PROJECT, including SAN JOAQUIN's portion of the LOCAL COST SHARE, and shall timely process PROJECT payment requests to obtain Federal HBP/Toll Credit reimbursement.

13. 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.
14. 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.
15. SAN JOAQUIN shall comply with and require that SAN JOAQUIN's contracted agents and CONSULTANT comply with the entry and encroachment permits to be issued by STANISLAUS for the PROJECT prior to beginning of work associated with the PROJECT within STANISLAUS' jurisdiction.
16. SAN JOAQUIN shall make available to STANISLAUS all documents and information related to the preparation of the PS&E for the PROJECT. SAN JOAQUIN shall secure STANISLAUS' review and approval of the PS&E and "initial" detailed statement of estimated costs to be borne by STANISLAUS prior to SAN JOAQUIN advertising the PROJECT's construction.

SECTION 3: STANISLAUS AGREES TO THE FOLLOWING:

1. That SAN JOAQUIN will act as the lead agency and take all action required to complete the PROJECT.
2. STANISLAUS shall participate in the selection process as a member of a panel that will review and rank proposals to determine a CONSULTANT for the PROJECT and shall review and approve the proposed agreement with the selected firm prior to SAN JOAQUIN finalizing the AGREEMENT.
3. To be responsible for appraisals and acquisitions as well as temporary and permanent easements in the Stanislaus County jurisdiction. STANISLAUS shall conduct all ROW appraisal and acquisition activities in Stanislaus County. STANISLAUS shall prepare, or direct the preparation of, a Record of Survey in accordance with the PROJECT construction schedule and, as required by the Professional Land Surveyor's Act, to memorialize any permanent survey monuments set by STANISLAUS defining property lines in Stanislaus County.
4. To invoice SAN JOAQUIN in a timely manner of services provided for all expenses incurred to cooperate and facilitate in the PS&E and environmental clearance, excluding ROW costs and associated expenses as described herein.
5. STANISLAUS shall submit all invoices for reimbursement payment together with supporting documentations to SAN JOAQUIN on a monthly basis. Reimbursement payment by SAN JOAQUIN to STANISLAUS shall be made within sixty (60) calendar days of receipt by SAN JOAQUIN of the monthly invoice for reimbursement payment.
6. That ROW costs and associated expenses for the PROJECT including, but not limited to, appraisals and acquisitions as well as temporary and permanent easements have not been identified as eligible for Federal HBP funding and, therefore, STANISLAUS shall pay for the ROW costs and associated expenses in STANISLAUS's jurisdiction.

7. That excluding ROW costs and associated expenses for the PROJECT, STANISLAUS shall fully cooperate with SAN JOAQUIN in providing all requested information or data necessary for PROJECT including funding commitments from the Federal HBP/Toll Credit programs to reimburse up to the maximum limits for the participating costs of the PROJECT.
8. 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' jurisdiction to perform studies and engineering, environmental and regulatory permits, and encroachment permits prior to SAN JOAQUIN and/or SAN JOAQUIN's agents beginning work within STANISLAUS's jurisdiction.
9. STANISLAUS shall provide staff support throughout the engineering and environmental work effort.
10. 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. SAN JOAQUIN and STANISLAUS shall cooperate and provide all required information and consultation to facilitate the preparation of environmental clearance, ROW acquisitions, and PS&E for the PROJECT.
2. SAN JOAQUIN shall grant extensions of time to CONSULTANT 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.
3. If STANISLAUS has not given a response to SAN JOAQUIN regarding the recommended action to be taken on extensions of time after a 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. 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 in EXHIBIT A. This AGREEMENT and the obligations hereunder are based on the assumption that the PROJECT will receive Federal HBP/Toll Credit funding. If sufficient Toll Credit funds are not available, the PARTIES agree to split LOCAL COST SHARE equally. LOCAL COST SHARE is equal to 11.47 percent of all participating costs and 100 percent of all non-participating costs. 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.
4. That SAN JOAQUIN and STANISLAUS fully intend to complete the design and construction for this PROJECT, except under the condition that funding by either agency cannot be secured to split LOCAL COST SHARE equally. In the event that either of the PARTIES are unable to secure funding, or funding is unavailable, then the 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.

5. STANISLAUS grants SAN JOAQUIN the authority to make and issue consultant task orders and contract change orders related to the PROJECT. For the PROJECT's altered or additional services that involve cost increases for less than \$25,000, SAN JOAQUIN may approve the changes in accordance with SAN JOAQUIN's standard procedures. Costs associated with the PROJECT for altered or additional services for less than \$25,000, 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 altered or additional services for less than \$25,000 relating to the PROJECT. STANISLAUS shall receive copies of the approved changes from SAN JOAQUIN.
6. SAN JOAQUIN shall present each proposed altered or additional service, relating to the PROJECT for \$25,000 and greater, in a timely manner to STANISLAUS for review prior to the approval of each change. For the PROJECT's altered or additional services that involves cost increases for \$25,000 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 altered or additional services 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 for altered or additional services for \$25,000 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 altered or additional services for \$25,000 and greater relating to the PROJECT. STANISLAUS shall receive copies of the approved changes from SAN JOAQUIN.
7. The LOCAL COST SHARE, excluding ROW, 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 the overall PROJECT is specified in EXHIBIT A. SAN JOAQUIN and STANISLAUS shall each pay an amount equal to one-half (1/2) 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 (1/2) 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 (1/2) or fifty percent (50%) of the LOCAL COST SHARE for the PROJECT not covered or reimbursed by the Federal HBP/Toll Credit funds for the PROJECT. The PARTIES each have the option, according to their respective discretion, to pay an amount greater than one-half (1/2) or fifty percent (50) of the LOCAL COST SHARE, as mutually agreed upon by the respective representatives. The LOCAL COST SHARE shall not exceed the amount set forth in Exhibit A, without an amendment to this AGREEMENT.
8. SAN JOAQUIN shall submit all invoices for reimbursement payment together with supporting documentations to STANISLAUS on a monthly basis. Reimbursement payment by STANISLAUS to SAN JOAQUIN shall be made within sixty (60) calendar days of receipt by STANISLAUS of the monthly invoice for reimbursement payment.

9. 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 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 task orders or 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.
10. 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.
11. 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:

Thomas M. Gau
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.

12. As may become necessary for PROJECT development and delivery, through SAN JOAQUIN and STANISLAUS cooperation, the respective Directors of Public Works or their designee, for SAN JOAQUIN and STANISLAUS are authorized to administer and execute, by mutual written consent, various administrative documents necessary for PROJECT within the work described in this AGREEMENT, provided that such actions do not exceed the authority of this AGREEMENT.
13. 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.
14. This AGREEMENT may be terminated only by mutual written agreement signed and approved by the respective approving authorities of SAN JOAQUIN and STANISLAUS. This AGREEMENT may also be terminated in accordance with Mutually Agreed Section No. 5.

15. 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.

16. 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 written above.

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

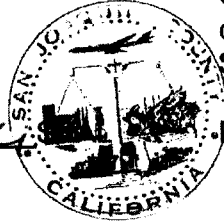
By: *Ken Vogel*
KEN VOGEL, Chairman
Board of Supervisors
"SAN JOAQUIN"

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

By: *Vito Chiesa*
VITO CHIESA, Chairman
Board of Supervisors
"STANISLAUS"

ATTEST: MIMI DUZENSKI
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By: *Mimi Duzenski*
Clerk



ATTEST: CHRISTINE FERRARO
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California

By: *Christine Ferraro* SEAL
Deputy Clerk

RECOMMENDED FOR APPROVAL:

By: *Thomas M. Gau*
THOMAS M. GAU
Director of Public Works

APPROVED AS TO CONTENT:

By: *Matt Machado*
MATT MACHADO
Director of Public Works

APPROVED AS TO FORM:

By: *Lawrence P. Meyers*
LAWRENCE P. MEYERS
Deputy County Counsel

APPROVED AS TO FORM:

By: *Thomas E. Boze*
THOMAS E. BOZE
Deputy County Counsel

A-92-1050

File
C

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:

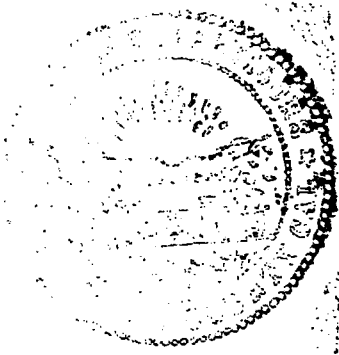
1. The County of San Joaquin shall be responsible for the maintenance and repair in a reasonable condition of that portion of the full right of way width of Victory Road between Cometa Road on the north and Rossier Road on the south. Such responsibility shall include the total intersection of Cometa 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. Ballah*

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



Approved as to form:

Stanislaus County Counsel

By: *Henry M. Hirata, Deputy*

RECOMMENDED FOR APPROVAL:

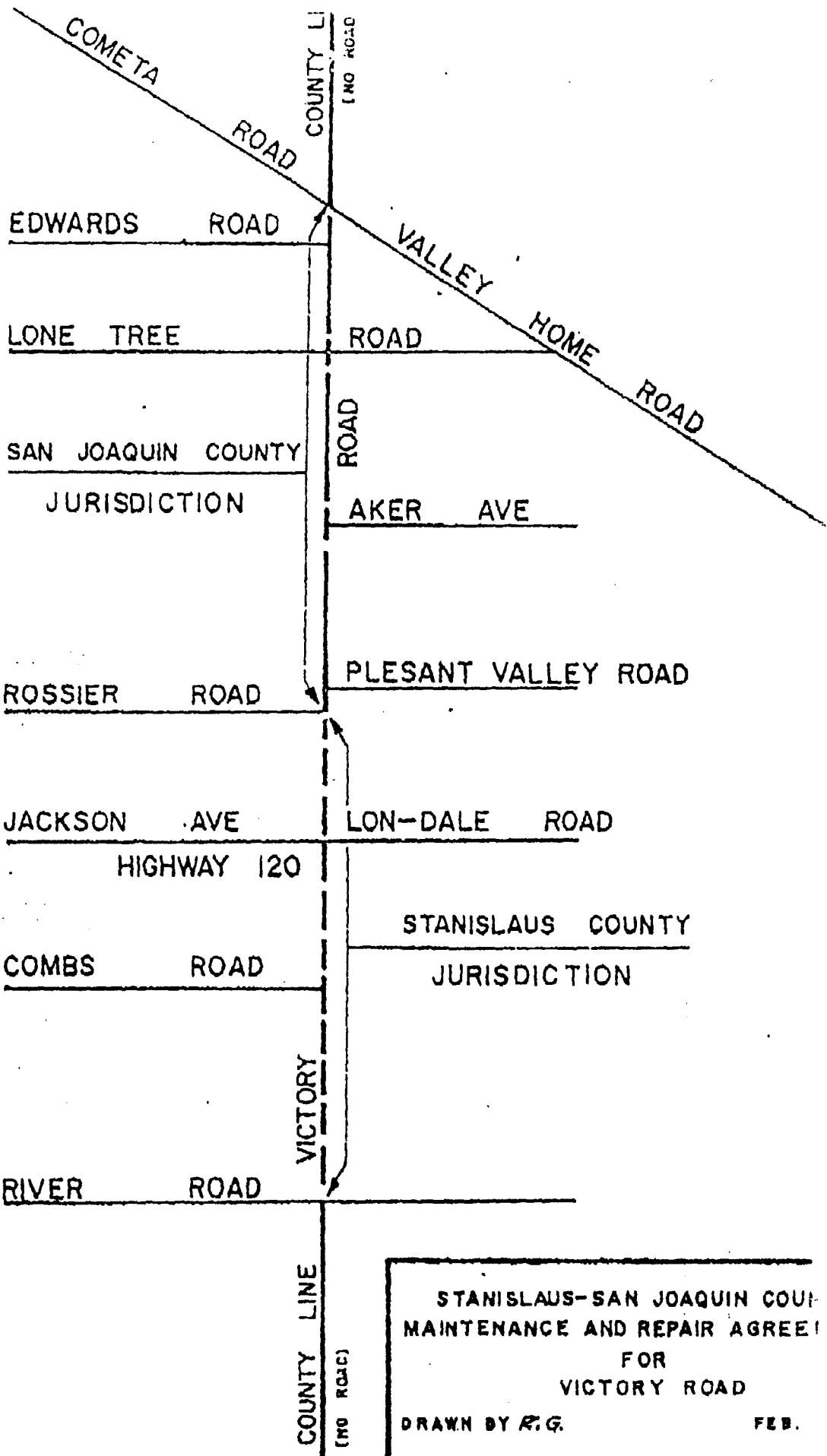
Henry M. Hirata
Henry M. Hirata
Director of Public Works

Approved as to form:

San Joaquin County Counsel

By: *Edward L. Burrows, Deputy*

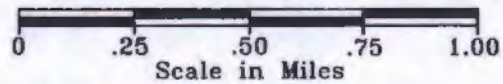
C:\wp51\pwk\vicory.k



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



AERIAL VICINITY MAP
VICTORY ROAD BRIDGE NO. 29C-356
 (Across Lone Tree Creek)



DATE: January 2008

COUNTY OF SAN JOAQUIN

EXHIBIT A

VICTORY ROAD BRIDGE NO. 29C-356 REPLACEMENT PROJECT COOPERATIVE AGREEMENT

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 Civil Engineer
San Joaquin County Department of Public Works
Bridge Engineering Division
(209) 468-8924

6. **Project Background:**

Project Background

The Project site is located on the east border of San Joaquin County with Stanislaus County near Escalon, California, and is 1.5 miles north of State Highway Route 120.

Victory Road Bridge No. 29C-356 over Lone Tree Creek was constructed in 1928 and consists of two spans (11 feet by 2 feet each in length) of reinforced concrete continuous flat slab with chip seal bearing over reinforced concrete pier wall and abutments. Lone Tree Creek, situated in a wide floodplain with a heavy vegetated bed, is 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 the footing of Pier No. 2 and Abutment No. 3. On December 28, 2004, a hydraulic probe was performed by Caltrans' inspectors to the soil beneath the footing of Pier 2, and discovered a hard layer approximately 1.3 feet below the footing. No As-Built plans are available for this structure.

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

On December 1, 2008, a minimum application for Preliminary Engineering (PE) was submitted as a Rehabilitation Project to schedule the bridge in the Federal Transportation Improvement Program. On June 1, 2010, a Request for Authorization for a PE was submitted; on July 21, 2010, an E-76 was received from Caltrans approving Victory Road Bridge as a Rehabilitation Project under the HBP.

On November 10, 2010, a life-cost analysis was prepared by San Joaquin County 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 Victory Road Bridge as a replacement Project under the HBP. This Project received a toll credit of 11.47 percent (11.47%) of non-Federal match resulting in 100 percent (100%) of Federal funds for PE participating costs.

In order to produce economies of scale and reduce overall costs, as well as facilitate Federal and State environmental approvals, SAN JOAQUIN desires to be the lead agency to engineer and construct replacement of the bridge. It is the desire of SAN JOAQUIN and STANISLAUS to obtain Federal HBP funds to reimburse up to maximum limits for the participating costs of the Project.

7. Expected Timing for Delivery of Project:

	<u>Start Date</u>	<u>Completion Date</u>
Preliminary Engineering/Environmental	April 2011	October 2014
Right-of-Way	N/A	N/A
Advertise/Open/Award	December 2014	March 2015
Construction and Construction Management	May 2015	October 2015

8. Preliminary Estimate of Project Cost (not including Construction Cost):

	Cost	Eligible for Federal Reimbursement (Y/N)
Preliminary Engineering/Environmental	\$328,100	Y
Right-of-Way	\$50,000	N
Total	\$378,100	

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

Funding Source(s)	Amount	Contributing Percentage	Local Share Percentage
HBP	\$290,467	88.53%	0%
Toll Credits	\$37,633	11.47%	0%
San Joaquin County (R/W)	\$25,000	0%	50%
Stanislaus County (R/W)	\$25,000	0%	50%
Total	\$378,100	100%	100%