

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

DEPT: Public Works

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE March 10, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Contribution Agreement between the City of Waterford and Stanislaus County for the Preliminary Engineering and Construction Phases of the Hickman Road Bridge

STAFF RECOMMENDATIONS:

1. Approve the Contribution Agreement between the City of Waterford and Stanislaus County for the Preliminary Engineering and Construction Phases of the Hickman Road Bridge.
2. Authorize the Chairman of the Board to execute the Contribution Agreement between the City of Waterford and Stanislaus County for the Preliminary Engineering and Construction Phases of the Hickman Road Bridge.

FISCAL IMPACT:

The total estimated cost of the Preliminary Engineering (PE) and Construction phase is approximately \$1,650,000 and \$10,000,000 respectively. An Authorization to Proceed (E-76) has been secured from Caltrans for the PE phase of the project. The PE phase of this project is Federally funded by the Highway Bridge Program (HBP) and a local match at the maximum Federal reimbursement ratio, 88.53% HBP and 11.47% local match. As a result the Federal participating portion of the PE phase is \$1,460,745 and the local match portion is \$189,255.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-96

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien  
and approved by the following vote,

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

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: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-8-B-7

## Approval of a Contribution Agreement between the City of Waterford and Stanislaus County for the Preliminary Engineering and Construction Phases of the Hickman Road Bridge

### **FISCAL IMPACT (CONTINUED):**

Construction funds in the amount of \$13,920,000 have been programmed by Caltrans and are scheduled to be available beyond Federal Fiscal Year (FFY) 2017/2018. The \$13,920,000 programmed funds consist of HBP, Local Seismic Safety Retrofit Program (LSSRP), and local match funds. The Construction phase is also subject to the maximum Federal reimbursement ratio with the local match portion being reduced due to the availability of \$582,103 of LSSRP funds that can be used in its place. Based on the \$10,000,000 construction estimate the total estimated local match needed for the PE and Construction phases from the City of Waterford ("City") and Stanislaus County ("County") will be \$400,000 each, for a total local match of \$800,000. If the local match exceeds \$800,000, the City is willing to enter into a future Contribution Agreement. County local match funds are available in the Stanislaus County Road Fund.

The County is proposing to pay the entire local match including the City's portion out of the County Road Fund. Commencing with FFY 2018/19 and every FFY thereafter up to FFY 2021/22 the County will receive \$100,000 per FFY in Regional Surface Transportation Program (RSTP) funding from the City as reimbursement for the local match.

### **DISCUSSION:**

Hickman Road is a rural county road in the eastern part of Stanislaus County near Waterford that travels in the north/south direction. The bridge is located approximately 0.15 miles south of State Route 132 and serves as a major collector into Stanislaus County. Additionally, the bridge is an essential route into the City of Waterford as it serves 8,000 vehicles per day with 1 in 5 of these vehicles being trucks. The amount of truck traffic on the bridge is 50% higher than the average truck traffic on county roads.

The Hickman Road over Tuolumne River Bridge was built in 1964. The current structure allows for two travel lanes with no shoulder on either side. The sufficiency rating of this bridge is 64.7, on a scale of 100 based on Caltrans' bridge inspection report dated October 8, 2013. In addition the bridge has a status of "Structurally Deficient" and is a "Scour Critical" bridge due to seismic vulnerability concerns and observed scouring at the bridge foundations. A "Scour Critical" bridge means the ground and soils at and around the foundation of the bridge supports is eroding or failing.

Recent engineering studies performed from January 2001 to 2007 shows the Hickman Road Bridge has numerous areas that could collapse when subjected to a lateral seismic load. As a result the existing bridge qualifies for retrofit funding under the LSSRP in addition to the HBP funds. LSSRP funds can only be used to fund the construction phase of the project.

A temporary emergency scour mitigation measure was installed in 2004 and currently remains in place. This temporary emergency scour mitigation measure was implemented because visual observations by County and Caltrans staff concluded that 3 of the 6 existing pier supports had

## Approval of a Contribution Agreement between the City of Waterford and Stanislaus County for the Preliminary Engineering and Construction Phases of the Hickman Road Bridge

severe scour problems. General consensus between the County and Caltrans was that the County may lose the bridge in the event of a major storm due to further scouring that would undermine the foundations. The temporary scour measure has held up since 2004, but it is deteriorating and a permanent measure is now required.

The Contribution Agreement between the County and the City facilitates cooperation between the entities and sets the financial platform for funding the local match portion of the PE and Construction phases of the project. Furthermore the Contribution Agreement defines the County as the Lead Agency responsible for providing the project design plans and specifications. As a result the County has exclusive control of the work but shall work closely with the City's representative to ensure the City's participation. Additionally the City is entitled to review and comment upon any and all project plans, specifications and designs and the County shall incorporate all reasonable requests by the City. Any amendments to the agreement shall be mutually agreed upon and executed by both the City Council and the County Board of Supervisors.

### **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 County owned bridge.

### **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 Contribution Agreement.

### **CONTACT PERSON:**

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

### **ATTACHMENT(S):**

Contribution Agreement

SC:aa

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## CONTRIBUTION AGREEMENT FOR THE HICKMAN ROAD BRIDGE PROJECT

This Contribution Agreement (the "AGREEMENT") is made and entered into by and between the County of Stanislaus (the "COUNTY") and the City of Waterford (the "CITY") on November 6, 2014

### INTRODUCTION

- A. The purpose of this Agreement is to facilitate cooperation between the CITY and the COUNTY for the design phase of the Hickman Road Bridge (PROJECT); and
- B. The scope of improvements to the bridge and approaches will be determined during the design phase and are expected to consist of bridge retrofit or replacement and roadway approach modifications; and
- C. The PROJECT Preliminary Engineering phase will be funded at 88.53% by Highway Bridge Program funds with the CITY and the COUNTY equally sharing the 11.47% local match; and
- D. The PROJECT local match will be funded using local funds which will be obtained, collected, and administered by the COUNTY and are subject to availability; and
- E. The PROJECT construction phase will be funded through the Highway Bridge Program funds, Local Seismic Safety Retrofit Program bonds, and local funds subject to a future cost sharing contribution agreement by the CITY and COUNTY.

NOW, THEREFORE, it is agreed as follows:

### SECTION 1. OBLIGATIONS OF THE COUNTY

- 1. Project Planning and Implementation. The COUNTY shall act as the Lead Agency and provide Project design plans and specifications for the PROJECT and perform all aspects of the PROJECT in close coordination with the CITY.
- 2. Control of Project. Except as provided in Section 2 of this AGREEMENT, the COUNTY, through its designated representative, shall have exclusive control of the work for the design phase. The COUNTY will work closely with the CITY's representative to ensure CITY participation.
- 3. Project Accountability. The COUNTY shall be strictly accountable for all funds used to pay for the PROJECT.
- 4. Lead Agency. The COUNTY 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 Section 21000, et seq.).

5. The COUNTY will receive \$400,000 in RSTP funding, \$100,000 per Federal Fiscal Year (FFY) commencing with FFY 2018/19 and every FFY thereafter up to FFY 2021,22, for expenses incurred to complete the design and construction phases and to administer the PROJECT.
6. The COUNTY shall make available to the CITY all documents showing all invoiced costs incurred by COUNTY and CITY pertaining to the PROJECT.

## **SECTION 2. OBLIGATIONS OF THE CITY**

1. Subject to availability the CITY agrees to give up \$400,000 in RSTP funding to the COUNTY, \$100,000 per Federal Fiscal Year (FFY) commencing with FFY 2018/19 and every FFY thereafter up to FFY 2021/22, for expenses incurred to complete the design and construction phases and to administer the PROJECT.
2. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary to facilitate the acquisition of funding commitments for the PROJECT.
3. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary for the completion of the design and construction phases of the PROJECT.
4. The CITY shall be responsible for all CITY staff costs associated with the PROJECT.

## **SECTION 3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY**

1. The CITY shall be entitled to review and comment upon any and all PROJECT plans, specifications and designs and the COUNTY shall incorporate all reasonable requests to modify such plans, specifications and designs.
2. 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 COUNTY standard accounting practice.
3. All funds are subject to availability.
4. As may become necessary for PROJECT development and delivery, through CITY and COUNTY cooperation, the City Engineer and Director of Public Works for the CITY and COUNTY respectively, are authorized to administer and execute, by mutual written consent, various administrative documents necessary to complete the design phase of the PROJECT, provided that such actions do not exceed the authority of this AGREEMENT.

**SECTION 4. PAYMENT**

1. COUNTY's total spending authority for PROJECT contract is approved by the 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. COUNTY will provide written notice to CITY prior to increasing the total spending authority for any PROJECT contract that has been considered and approved by the Stanislaus County Board of Supervisors.

**SECTION 5. AMENDMENTS**

1. Any amendments to this agreement including, but not limited to, changes in scope, responsibility, and/or cost, shall be mutually agreed upon and executed by agents of the CITY and COUNTY, and approved by CITY Council and the COUNTY Board of Supervisors.

**SECTION 6. TERMINATION**

1. The term of this AGREEMENT shall be considered complete at the time the design phase has been completed or,
2. Both parties upon mutual agreement agree to terminate this AGREEMENT.

**SECTION 7. INDEMNITY**

1. 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.

**SECTION 8. CORRESPONDENCE**

1. 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:

CITY

**Matt Erickson**  
Public Works Director  
City of Waterford

COUNTY

**Sambath Chrun, PE**  
Associate Civil Engineer  
Stanislaus County Public Works

101 E Street  
Waterford, CA 95386

1716 Morgan Road  
Modesto, CA 95358

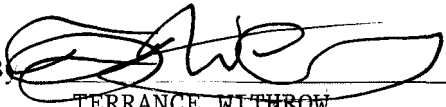
2. Any notice which may be required under this AGREEMENT shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt.

IN WITNESS WHEREOF, the CITY of Waterford, a municipal corporation, has authorized the execution of this Agreement in duplicate by its CITY Manager and attestation by its CITY Clerk under authority of Resolution No. 2014- 106, adopted by the Council of the CITY of Waterford on the 6<sup>th</sup> day of November, 2014, and the COUNTY of Stanislaus, a Political Subdivision of the State of California, has authorized the execution of this Agreement in duplicate under authority of Resolution No. 2015-96, adopted by the Board of Supervisors of Stanislaus COUNTY on the 10<sup>th</sup> day of March, 2015.

CITY OF WATERFORD,  
a Municipal Corporation

By   
TIM OGDEN, CITY Manager

COUNTY OF STANISLAUS, a  
Political Subdivision of the State of California

B.   
TERRANCE WITHROW  
Chairman Board of Supervisors

(Signatures continue onto the following page)



ATTEST:

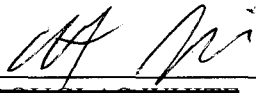
By   
LORI MARTIN, CITY Clerk

(SEAL)

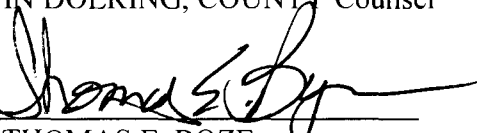
ATTEST:

By   
CHRISTINE FERRARO TALLMAN,  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
CORBETT BROWNING, CITY Attorney

By   
~~DOUGLAS WHITE,~~  
~~Assistant CITY Attorney~~

APPROVED AS TO FORM:  
JOHN DOERING, COUNTY Counsel

By   
THOMAS E. BOZE,  
Deputy COUNTY Counsel