



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 20, 2021

Subject: Joint Exercise of Powers Agreement with City of Concord for the Marsh Drive Bridge (#28C442)  
Replacement Project, Concord area.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, a joint exercise of powers agreement with the City of Concord (City), effective April 20, 2021, to allocate project-related responsibilities between the County and the City in connection with the Marsh Drive Bridge (#28C442) Replacement Project (Project), Concord area. County Project No. 0662-6R4119 / Federal Project No. BRLS 5928(128) [District IV & V]

**FISCAL IMPACT:**

The participating costs for the Project are funded with 88.5% Federal Highway Bridge Program funds and 11.5% local share. The estimated local share costs for the work associated with this Project are approximately \$2,500,000, and include non-participating costs. All local share costs associated with this work will be paid for by County local road funds.

**BACKGROUND:**

The Project proposes to replace the existing structurally deficient bridge on Marsh Drive

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/20/2021** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

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

ATTESTED: April 20, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Neil Leary,  
925-313-2278

cc:

(Bridge No. 28C442) over the Walnut Creek Channel in both the unincorporated area of Contra Costa County and the City of Concord.

The new replacement bridge will be wider and approximately seven feet higher than the existing bridge. As part of the bridge replacement, the Project will include reconstruction of the approach roadways on both the east (approximately 500 feet) and west (approximately 400 feet) sides of the bridge due to increased bridge profile and

## BACKGROUND: (CONT'D)

roadway alignment. The portion of Marsh Drive from the centerline of the bridge westward is a County highway located in the County's jurisdiction. The portion of Marsh Drive from the centerline of the bridge eastward is a City street located in the City's jurisdiction. The County and the City have been coordinating regarding the Project planning and, the County and City desire to share Project responsibilities as set forth in this agreement. While the Bridge is jointly owned, operated, and maintained by the County and the City, at the time of the effective date of this agreement, the City lacks sufficient Capital Improvement Project funds to contribute towards the Project. As a result of the City's current financial constraints, the County has agreed to pay the entire local share of the cost to construct this Project under the terms of this agreement, subject to the County's receipt of federal funds under the Federal Highway Bridge Program.

This agreement provides for apportionment of the duties between County and City with respect to the Project. City will issue an encroachment permit for all Project improvements and work within the jurisdictional boundaries of the City. City will participate in the inspections through the County's lead inspector for the Project, making all comments and recommendations to the County's representative. Upon completion of the work, City will accept the Project improvements within its jurisdiction as complete, starting the one year warranty. After City accepts the Project as complete, City will own and maintain the portion of the Project located in the City's jurisdiction.

County will complete Project design and right of way engineering activities. County will perform all Project-related right of way activities. County will act as lead agency for Project construction and be responsible for overall management, advertisement and award, and contract administration for construction activities within the jurisdictional boundaries of both the County and the City.

Finally, under the agreement, the County is designated as the entity that will exercise the power of eminent domain to acquire right of way for the Project.

## CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, construction of the Project will be halted, as the bridge cannot be replaced without an agreement with the City for the portion of the Project within City jurisdiction and the Federal Funds will be lost.

## ATTACHMENTS

JEPA