



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

June 5, 2015

Erie County Legislature
92 Franklin Street – Fourth Floor
Buffalo, New York 14202

IMMEDIATE CONSIDERATION
REQUESTED

Re: Maintenance Agreement for Former US Route 219 Bridge with New York State Department of Transportation

Dear Honorable Members:

Please find attached a resolution and accompanying memorandum requesting legislative authorization to enter into a maintenance agreement with the New York State Department of Transportation for the former US Route 219 Bridge in Concord, New York.

If your Honorable Body requires further information or has any questions, please contact John Loffredo, Commissioner of Public Works. Thank you for your consideration on this matter.

Sincerely yours,

A handwritten signature in black ink that reads "Mark C. Poloncarz". The signature is written in a cursive style with a long horizontal flourish at the end.

Mark C. Poloncarz, Esq.
Erie County Executive

cc: John Loffredo, PE, Commissioner of Public Works

MEMORANDUM

To: Honorable Members of the Erie County Legislature
From: Department of Public Works
Re: Maintenance Agreement for Former US Route 219 Bridge with New York State Department of Transportation
Date: June 5, 2015

SUMMARY

The Department of Public Works seeks legislative authorization to enter into a maintenance agreement with the New York State Department of Transportation for the bridge at South Cascade Drive/Miller Road over Cattaraugus Creek (known as the former US Route 219 Bridge) in Concord, New York.

The memorandum of understanding between the New York State Department of Transportation and Erie and Cattaraugus Counties is attached for your reference, as is a life cycle cost analysis created by the New York State Department of Transportation.

FISCAL IMPLICATIONS

Please see the attached life cycle cost analysis from the New York State Department of Transportation showing annual expected maintenance costs for the new bridge.

REASONS FOR RECOMMENDATION/ BACKGROUND INFORMATION

After months of discussions, meetings and negotiations between the County, Cattaraugus County and the New York State Department of Transportation ("NYSDOT"), the County has signed a Memorandum of Understanding ("MOU") between Erie County and NYSDOT regarding the South Cascade Drive/Miller Road Bridge over Cattaraugus Creek. Commonly known as the "old Route 219 bridge" the current 652-foot span connects Erie and Cattaraugus counties and is slated to be replaced by NYSDOT with a new bridge at a cost of \$22 million, to be paid by the state and federal governments. Upon the completion and opening of the new bridge, NYSDOT will transfer maintenance responsibilities to the two counties.

The MOU calls for the state to provide \$300,000 in funding (to be split between the counties) for bridge maintenance; NYSDOT will pay for the first 10 years of bridge washing on the new span; and the state will pay annually for ordinary maintenance costs that are above and beyond the estimated maintenance costs as identified in the NYSDOT attached life cycle costs, for the life of the bridge, approximately 75 years. In addition, under the MOU, the state will construct two or more cable conduits along the length of

the bridge in order to extend high-speed Internet service from Erie to Cattaraugus County.

The MOU has also been presented by NYSDOT to Cattaraugus County for their review and consideration.

CONSEQUENCES OF NEGATIVE ACTION

NYSDOT will not receive federal funds and thereby not construct the new bridge and local residents will be affected.

STEPS FOLLOWING APPROVAL

The agreement will be deemed in effect for the new bridge maintenance responsibilities and the relevant parties will take the necessary ratification steps.

A RESOLUTION SUBMITTED BY:
PUBLIC WORKS

RE: Maintenance Agreement for Former US Route 219 Bridge with New York State Department of Transportation

WHEREAS, the New York State Department of Transportation has advanced a project by which it will demolish and construct a new bridge at South Cascade Drive/Miller Road over Cattaraugus Creek (known as the former US Route 219 Bridge), and then transfer maintenance responsibilities of the bridge during its useful life to Erie and Cattaraugus Counties, and

WHEREAS, after negotiations and discussions between the County and Cattaraugus County with the New York State Department of Transportation, the State has agreed to provide \$300,000 in state funds for bridge maintenance expenses, to conduct bridge washing for ten years, to construct a cable conduit for high speed Internet or other telephony needs on the new bridge, and to cover annual maintenance expenses that are higher than estimated by the New York State Department of Transportation in the attached life cycle cost analysis, and

WHEREAS, as a result of these state allowances, Erie County has agreed to accept maintenance responsibilities for the northern half of the bridge, and

WHEREAS, to effectuate the maintenance agreement, the county executive has signed a memorandum of understanding with the New York State Department of Transportation and legislative assent is hereby requested.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature does hereby approve of the attached memorandum of understanding with the New York State Department of Transportation concerning maintenance of the bridge at South Cascade Drive/Miller Road over Cattaraugus Creek (known as the former US Route 219 Bridge); and be it further

RESOLVED, that the Erie County Legislature authorizes the County to enter into a maintenance agreement with the New York State Department of Transportation and authorizes the Erie County Executive, County Attorney and/or Commissioner of Public Works to carry out any agreements, contracts or related actions necessary to effectuate the memorandum of understanding for this maintenance agreement for the bridge at South Cascade Drive/Miller Road over Cattaraugus Creek (known as the former US Route 219 Bridge); and be it further

RESOLVED that certified copies of this resolution be forwarded to the County Executive, County Attorney, County Comptroller, Director of Budget and Management, and Commissioner of Public Works.

Memorandum of Understanding among the New York State Department of Transportation, Erie County, and Cattaraugus County for Maintenance of the South Cascade Drive/Miller Road Bridge over Cattaraugus Creek

The New York State Department of Transportation has advanced a project to replace the South Cascade Drive/Miller Road Bridge over Cattaraugus Creek (1041590), at the specific request of the local communities.

Upon completion of the new bridge, the New York State Department of Transportation shall, in conjunction with Cattaraugus County and Erie County, conduct a comprehensive pre-delivery inspection of the bridge. If the New York State Department of Transportation is satisfied with the work, it shall accept the bridge pursuant to section 44 of the Highway Law.

Upon acceptance of the new bridge, the New York State Department of Transportation shall file an official order pursuant to section 62 of the Highway Law discontinuing the maintenance by the State, and Cattaraugus County and Erie County shall thereupon assume joint maintenance responsibility of the new bridge.

The New York State Department of Transportation shall assume on a year-to-year basis the costs for any of the types of work described in the work description column of the Life Cycle Cost Analysis (appended hereto) which exceed the cost outlined in the inflation based future cost column of the Life Cycle Cost Analysis. The New York State Department of Transportation shall annually perform bridge washing for the first ten-years that the new bridge is in service.

Any expenditures beyond what are specifically noted as bridge washing (in the first 10 years) may be paid for by utilizing funds that have been placed on deposit with the Office of State Comptroller for payment to Cattaraugus County and Erie County for additional maintenance costs (not to exceed \$300,000 annually, or as appropriated) associated with the new bridge. Cattaraugus County and Erie County shall provide the Office of the Comptroller and the New York State Department of Transportation any documentation for work done by either county or on either county's behalf to be verified in order to receive reimbursement.

The New York State Department of Transportation shall construct two or more cable conduits along the length of the bridge at the Department's expense. Upon transfer of the bridge pursuant to section 62 of the Highway Law, title to such conduits shall be transferred to Cattaraugus County.

It shall be the obligation of Cattaraugus and Erie Counties to maintain the new bridge to a state of good repair during the course of its useful life. New York State Department of Transportation has placed a 75 year useful life requirement in the request for proposals.

Failure to validly execute a contract implementing the terms of this Memorandum of Understanding on or before June 12, 2015 shall result in the provisions of this Memorandum of Understanding being deemed null and void.

In the event that any of the terms or provisions of this contract are deemed invalid or unenforceable or are disapproved by a court of competent jurisdiction or any federal or state entity, the remaining terms and provisions that are not effected thereby shall remain in full force and effect. In the event that any of

the terms or provisions of this contract are deemed invalid or unenforceable, Cattaraugus County and Erie County shall remain jointly responsible for all costs and liabilities associated with the bridge and for maintaining the bridge in a state of good repair for the duration of its useful life pursuant to the transfer of maintenance jurisdiction under section 62 of the Highway Law.

_____ Title _____
for New York State Department of Transportation

_____ Title _____

for Cattaraugus County
Walter C. Pomeroy Title COUNTY EXECUTIVE
For Erie County

LIFE CYCLE COST ANALYSIS - 75 YEARS
Former US Route 219 over Cat. Creek, MN 1041890

BRIDGE REPLACEMENT

WORK DESCRIPTION	YEAR	PRESENT COST (2017)	FUTURE COST (2.00% Inflation)	PMF 4.00%	PRESENT WORTH
Clean/ Wash	1	\$0.00	\$0.00	0.9816	\$0.00
Clean/ Wash	2	\$0.00	\$0.00	0.9634	\$0.00
Clean/ Wash	3	\$0.00	\$0.00	0.9453	\$0.00
Clean/ Wash	4	\$0.00	\$0.00	0.9273	\$0.00
Clean/ Wash	5	\$0.00	\$0.00	0.9094	\$0.00
Deck Sealing	6	\$10,000	\$11,268	0.7933	\$9,000
Clean/ Wash	7	\$0.00	\$0.00	0.7755	\$0.00
Clean/ Wash	8	\$0.00	\$0.00	0.7578	\$0.00
Clean/ Wash	9	\$0.00	\$0.00	0.7402	\$0.00
Clean/ Wash	10	\$0.00	\$0.00	0.7227	\$0.00
Clean/ Wash	11	\$0.00	\$0.00	0.7053	\$0.00
Deck Sealing	12	\$10,000	\$12,882	0.6246	\$7,921
Joint Replacement	12	\$100,000	\$128,824	0.6246	\$78,214
Painting	12	\$50,000	\$63,412	0.6246	\$39,107
Clean/ Wash	13	\$0.00	\$0.00	0.6073	\$0.00
Clean/ Wash	14	\$0.00	\$0.00	0.5901	\$0.00
Clean/ Wash	15	\$0.00	\$0.00	0.5730	\$0.00
Clean/ Wash	16	\$0.00	\$0.00	0.5560	\$0.00
Clean/ Wash	17	\$0.00	\$0.00	0.5391	\$0.00
Deck Sealing	18	\$10,000	\$14,383	0.4638	\$7,050
Clean/ Wash	19	\$0.00	\$0.00	0.4470	\$0.00
Clean/ Wash	20	\$0.00	\$0.00	0.4303	\$0.00
Clean/ Wash	21	\$0.00	\$0.00	0.4137	\$0.00
Clean/ Wash	22	\$0.00	\$0.00	0.3972	\$0.00
Clean/ Wash	23	\$0.00	\$0.00	0.3808	\$0.00
Clean/ Wash	24	\$0.00	\$0.00	0.3645	\$0.00
Deck Overlay	25	\$1,700,000	\$2,785,000	0.3781	\$1,046,812
Painting	25	\$50,000	\$62,030	0.3781	\$39,771
Clean/ Wash	26	\$0.00	\$0.00	0.3617	\$0.00
Clean/ Wash	27	\$0.00	\$0.00	0.3454	\$0.00
Clean/ Wash	28	\$0.00	\$0.00	0.3292	\$0.00
Clean/ Wash	29	\$0.00	\$0.00	0.3131	\$0.00
Clean/ Wash	30	\$0.00	\$0.00	0.2971	\$0.00
Deck Sealing	31	\$10,000	\$18,678	0.2986	\$6,477
Clean/ Wash	32	\$0.00	\$0.00	0.2824	\$0.00
Clean/ Wash	33	\$0.00	\$0.00	0.2663	\$0.00
Clean/ Wash	34	\$0.00	\$0.00	0.2503	\$0.00
Clean/ Wash	35	\$0.00	\$0.00	0.2344	\$0.00
Clean/ Wash	36	\$0.00	\$0.00	0.2185	\$0.00
Deck Sealing	37	\$10,000	\$20,907	0.2243	\$4,478
Painting	37	\$50,000	\$194,634	0.2243	\$24,378
Joint Replacement	37	\$100,000	\$268,088	0.2243	\$49,750
Clean/ Wash	38	\$0.00	\$0.00	0.2083	\$0.00
Clean/ Wash	39	\$0.00	\$0.00	0.1924	\$0.00
Clean/ Wash	40	\$0.00	\$0.00	0.1766	\$0.00
Clean/ Wash	41	\$0.00	\$0.00	0.1608	\$0.00
Clean/ Wash	42	\$0.00	\$0.00	0.1451	\$0.00
Deck Sealing	43	\$10,000	\$28,452	0.1463	\$4,338
Clean/ Wash	44	\$0.00	\$0.00	0.1305	\$0.00
Clean/ Wash	45	\$0.00	\$0.00	0.1148	\$0.00
Clean/ Wash	46	\$0.00	\$0.00	0.1092	\$0.00
Clean/ Wash	47	\$0.00	\$0.00	0.1036	\$0.00
Clean/ Wash	48	\$0.00	\$0.00	0.1080	\$0.00
Clean/ Wash	49	\$0.00	\$0.00	0.1024	\$0.00
Clean/ Wash	50	\$0.00	\$0.00	0.1068	\$0.00
Deck Replacement	51	\$8,500,000	\$7,847,476	0.1383	\$1,046,078
Clean/ Wash	52	\$0.00	\$0.00	0.1224	\$0.00
Clean/ Wash	53	\$0.00	\$0.00	0.1065	\$0.00
Clean/ Wash	54	\$0.00	\$0.00	0.0906	\$0.00
Clean/ Wash	55	\$0.00	\$0.00	0.0747	\$0.00
Clean/ Wash	56	\$0.00	\$0.00	0.0588	\$0.00
Deck Sealing	57	\$10,000	\$20,916	0.0599	\$3,000
Clean/ Wash	58	\$0.00	\$0.00	0.0440	\$0.00
Clean/ Wash	59	\$0.00	\$0.00	0.0281	\$0.00
Clean/ Wash	60	\$0.00	\$0.00	0.0122	\$0.00
Clean/ Wash	61	\$0.00	\$0.00	0.0114	\$0.00
Clean/ Wash	62	\$0.00	\$0.00	0.0079	\$0.00
Deck Sealing	63	\$10,000	\$24,410	0.0048	\$2,842
Joint Replacement	63	\$100,000	\$244,188	0.0048	\$29,428
Painting	63	\$50,000	\$174,893	0.0048	\$14,712
Clean/ Wash	64	\$0.00	\$0.00	0.0042	\$0.00
Clean/ Wash	65	\$0.00	\$0.00	0.0033	\$0.00
Clean/ Wash	66	\$0.00	\$0.00	0.0024	\$0.00
Clean/ Wash	67	\$0.00	\$0.00	0.0015	\$0.00
Clean/ Wash	68	\$0.00	\$0.00	0.0006	\$0.00
Deck Sealing	69	\$10,000	\$29,111	0.0008	\$2,810
Clean/ Wash	70	\$0.00	\$0.00	0.0003	\$0.00
Clean/ Wash	71	\$0.00	\$0.00	0.0002	\$0.00
Clean/ Wash	72	\$0.00	\$0.00	0.0001	\$0.00
Clean/ Wash	73	\$0.00	\$0.00	0.0001	\$0.00
Clean/ Wash	74	\$0.00	\$0.00	0.0001	\$0.00
Clean/ Wash	75	\$0.00	\$0.00	0.0001	\$0.00
TOTAL		\$8,600,000	\$12,771,620		\$3,806,181

Assumptions: 1) New bridge will be steel girder structure with weathering steel. The
requires painting at the base ends and details should not require steel repairs.
2) At year 75, the bridge needs to be replaced and the salvage value is zero.