



## CITY OF MERCED AMENDED AND RESTATED INTERDEPARTMENTAL COOPERATIVE AGREEMENT

This Amended and Restated Interdepartmental Cooperative Agreement (“Agreement”) between the City of Merced Engineering Department and the City of Merced Housing Division is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. This Amended and Restated Agreement supersedes the original Interdepartmental Cooperative Agreement entered into on July 17, 2017.

WHEREAS, The Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (Grant Nos. B-17-MC-06-0044 and B-19-MC-06-0044) under the Community Development Block Grant (“CDBG”) and administered by the U.S. Department of Housing and Urban Development (“HUD”) (14.218-Entitlement Grant) with a Federal Award Dates of September 22, 2017 and August 22, 2019; and,

WHEREAS, The Grantee (City of Merced – Taxpayer ID Number: 94-6000371) wishes to engage one or more departments to assist the Grantee in utilizing such funds.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

The parties agree as follows:

1. **Scope of Services.** The Engineering Department will be responsible for administering City funds, in a manner satisfactory to and consistent with any standards required as a condition of providing these funds. The Engineering Department will provide the necessary assistance to ensure the sewer and water mains (located between 12th Street and 13th Street, extending from Martin Luther King Jr. Way to the project site), sidewalks and ADA ramp improvements are designed, inspected and in compliance with City Standards.
2. **Time of Performance.** The project will be completed no later than June 30, 2021.
3. **Budget and Use of Funds.** The total amount to be paid by City (water, sewer and CDBG) funds under this Agreement shall not exceed \$801,739. Payment will be made only for the direct costs for and other necessary costs related to the project. Administrative and project activity costs will be eligible for reimbursement based upon actual time submitted.
4. **Goals.** This project will meet a CDBG national objective by providing a benefit primarily to a low- and moderate-income area, specifically Census Tracts 16.01.
5. **Grant Compliance.** The Engineering Department agrees to comply with the City Municipal Code and applicable building codes. The Engineering Department also agrees to comply with

all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

6. **Procurement.** The Engineering Department will assist the developer with procuring the construction contract(s) and any services in a manner consistent with the federal requirements at 24 CFR 85.36. This will include assisting the developer with the following steps:

- a. *Bidding.* Obtain the current labor standards package, including federal wage determination, from Engineering Department staff for inclusion in the bid package. Release and advertise an Invitation for Bid or equivalent to solicit sealed bids. Update the federal wage determination 10 days prior to opening.
- b. *Contractor selection.* After bids have been opened, provide a complete list of bidders to the Engineering Department. Include a copy of the submission from the lowest responsive and responsible bidder. The Engineering Department will check the contractor's and subcontractors' license and federal debarment status and inform the Housing Division of the contractor's eligibility.
- c. *Contracting.* Provide the Housing Division with a copy of the executed contract.

7. **Construction Management.** The Engineering Department will provide the following information throughout the course of the project:

- a. Date, time, and location of pre-construction conference. This should be organized so that a representative of the Housing Division is able to attend.
- b. 10-day labor standards compliance documents.
- c. A schedule of work to take place sufficient so that the Housing Division is able to determine when required employee interviews should be conducted, and updated schedules as needed.
- d. Copies of any certified payrolls or other labor standards compliance documentation, if not submitted directly to the Housing Division.
- e. Copies of all change orders.

Please note that if the labor standards compliance information is not complete and correct through the date of any payment request, that payment request may not be paid until proper information is submitted.

8. **Payment Requests.** The Engineering Department shall submit all payment requests for the project to Housing Division staff for payment, with certification that the percentage of work completed is in line with the payment request. After Housing Division approval, payment will be made by the Finance Department. Payment requests for construction work should contain:

- a. Approving signature by an authorized representative of the Engineering Department or the City Engineer, indicating that all charges have been reviewed and found to be consistent with the contract and applicable rules for disbursement.

Payment requests for direct costs associated with implementing the project, such as printing or advertising costs, should be submitted to the Housing Division with an original copy of the invoice and applicable back-up documentation.


9. **Property Management.** The sidewalk improvements are considered a public facility improvement. The Engineering Department will comply with all applicable federal policies regarding real property and property improvements, including the following:

- a. Maintain the property in good condition.
- b. Keep adequate property records. All records must be retained for five years after final disposition of property.
- c. Ensure that the property is covered by the City's insurance in case of loss or damage.
- d. The property must be available for public use. In the event that the property is no longer open to the public, the Engineering Department will contact the Housing Division to determine if repayment of any City funds is required.

10. **Contacts.** The primary contact for the Development Services Department and Engineering Department will be the City Engineer or designee, and the primary contact for the Housing Division will be the Director of Development Services.


11. **Amendments and Change Orders.** Amendments to this Agreement or Change Orders to the project will only be made with mutual written agreement from participating parties.

City of Merced Engineering Department:

By:   
Michael R. Beltran II, P.E.  
City Engineer

Date: 12/20/19

City of Merced Development Services Department:

By:   
Scott McBride  
Director of Development Services

Date: 12/20/19

APPROVED AS TO FORM:

By: Prueha A. nkh 12-18-19  
City Attorney Date