



# City of Sacramento City Council

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 1/4/2011

**Report Type:** Consent

**Title:** Del Paso Road and Interstate 5 Traffic Signalization Project (S15084900)

**Report ID:** 2011-00002

**Location:** District 1

**Recommendation:** Adopt a Resolution: 1) approving a Cooperative Agreement with Caltrans in the amount of \$150,000; 2) appropriating funds in the amount of \$150,000; 3) authorizing and directing the City Manager to execute Change Order No. 1 in the amount of \$125,798 with Desilva Gates Construction, LP; 4) resetting the City Manager's administrative authority for the Del Paso Road and Interstate 5 Traffic Signalization Project (S15084900)

**Contact:** Famararz Ansari, Associate Civil Engineer, (916) 808-1166, Department of Transportation.

**Presenter:** None

**Department:** Transportation Department

**Division:** Civil and Electrical Design

**Dept ID:** 15001131

## **Attachments:**

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- 1-Description/Analysis
- 2-Background Information
- 3-Resolution
- 4-Exhibit A - Map
- 5-DelPasoRoadandI5TrafficSignalizationProject\_Exhibit B\_Agreement\_010411.pdf

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### **City Attorney Review**

Approved as to Form  
Jerry Hicks  
12/29/2010 2:22:09 PM

### **City Treasurer Review**

Prior Council Financial Policy Approval or  
Outside City Treasurer Scope  
Russell Fehr  
12/28/2010 2:05:33 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Cassandra Jennings - 12/29/2010 2:03:27 PM

Assistant City Manager: Cassandra Jennings - 12/29/2010 2:16:23 PM

## Description/Analysis

**Issue:** Caltrans requests that the City widen the southbound Del Paso Road/I-5 off-ramp and will reimburse the City for the costs through a Cooperative Agreement. City Council approval of the Cooperative Agreement in the amount of \$150,000 and Change Order No. 1 in the amount of \$125,798 is necessary to compensate Desilva Gates Construction, LP for performing this work.

**Policy Considerations:** The action requested herein is consistent with City Code Title 3 and the City's Strategic Plan to improve and diversify the transportation system, enhance and preserve the neighborhoods, and improve safety.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** The Community Development Department, Environmental Planning Services Division has reviewed the proposed action and determined that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Class 1, Section 15301(c) and (f) of the CEQA Guidelines. Class 1, Section 15301(c) consists of existing streets and (f) consists of addition of safety or health protection devices for use in conjunction with existing facilities or topographical features including navigational devices.

**Sustainability Considerations:** The project will improve safety and construct continuous accessible sidewalks and curb ramps which will increase the use of alternate modes of travel. These considerations and improvements are consistent with City sustainability goals.

**Other:** None

**Commission/Committee Action:** None

**Rationale for Recommendation:** Caltrans requests that the City widen the southbound Del Paso Road/I-5 off ramp in the Del Paso Road and Interstate 5 Traffic Signalization Project (S15084900) and agrees to reimburse the City for the cost. The off ramp widening will improve the traffic flow at the off ramp.

**Financial Considerations:** The estimated total project cost for the Del Paso Road and Interstate 5 Traffic Signalization Project (S15084900) is \$4,087,608. As of December 7, 2010, the unobligated balance is \$285,056. Approval of the Cooperative Agreement with Caltrans in the amount of \$150,000 will increase the total budget to \$4,087,608 and the unobligated balance to \$435,056, which is sufficient to cover the costs for Change Order No. 1 in the amount of \$125,798 with Desilva Gates Construction, LP and complete the construction.

There are no general funds planned or allocated for this project.

**Emerging Small Business Development (ESBD):** The project ESBE goal is 20%. To encourage small and emerging business participation, plans and specifications were sent to 19 plan rooms and construction service organizations and publication. All are directly involved with Emerging and Small Business Enterprise (ESBE) construction firms. The project was also announced on the City's Project internet site at [www.cityofsacramento.org/bids](http://www.cityofsacramento.org/bids). Desilva Gates Construction, LP has pledged 31% ESBE participation.

## **Background Information:**

This project is located on Del Paso Road and Interstate 5 in the North Natomas area. Improvements to this interchange are required to accommodate the development of the area in the North Natomas Community Plan. Improvements include signalization of the two off-ramps, eliminating the northbound offramp free right turn lane, reconstructing curb ramps, filling sidewalk gaps, installing ramp metering at the southbound diagonal and southbound loop on ramps, widening the southbound loop on ramp, and extending a southbound I-5 auxiliary lane to start at the loop on the ramp. These improvements will improve safety, I-5 traffic flows, and overall traffic operations. The project was advertised and awarded to Desilva Gates Construction, LP.

Caltrans has requested that the City include the widening of the southbound Del Paso Road/I-5 off ramp in the Del Paso Road and Interstate 5 Traffic Signalization Project (S15084900). The construction cost for this extra work is \$125,798. Caltrans will reimburse the City \$150,000 through a Cooperative Agreement for the extra work and necessary construction management costs.



## RESOLUTION NO.

Adopted by the Sacramento City Council

**AUTHORIZING THE CITY MANAGER TO APPROVE A COOPERATIVE AGREEMENT WITH CALTRANS IN THE AMOUNT OF \$150,000; APPROPRIATE FUNDS IN THE AMOUNT OF \$150,000; EXECUTE CHANGE ORDER NO. 1 IN THE AMOUNT OF \$125,798 WITH DESILVA GATES CONSTRUCTION, LP; AND RESETTING THE CITY MANAGER’S ADMINISTRATIVE AUTHORITY FOR THE DEL PASO ROAD AND INTERSTATE 5 TRAFFIC SIGNALIZATION PROJECT (S15084900)**

### BACKGROUND

- A. This project is located on Del Paso Road and Interstate 5 in the North Natomas area. Improvements to this interchange are required to accommodate the development of the area in the North Natomas Community Plan. These improvements will improve safety, I-5 traffic flows, and overall traffic operations. The project was advertised and awarded to Desilva Gates Construction, LP.
- B. Caltrans has requested that the City include the widening of the southbound Del Paso Road/I-5 off ramp in the Del Paso Road and Interstate 5 Traffic Signalization Project (S15084900). The construction cost for this extra work is \$125,798. Caltrans will reimburse the City \$150,000 through a Cooperative Agreement for the extra work and construction management costs.

### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The Cooperative Agreement with Caltrans in the amount of \$150,000 is approved.
- Section 2. The FY10/11 Capital Improvement Program is amended by appropriating \$150,000 (Fund 3702) to the Del Paso Road and Interstate 5 Traffic Signalization Project (S15084900).
- Section 3. The City Manager is authorized to execute Change Order No.1 in the amount of \$125,798 with Desilva Gates Construction, LP.
- Section 4. The City Manager’s administrative authority is reset.



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# EXHIBIT A

Location Map for

## Del Paso Road & Interstate 5 Traffic Signal Project (S15084900)



Department of **TRANSPORTATION**  
City of Sacramento

Map Contact: S. Tobin  
Map Date: Mar, 2009

0 650 1,300 2,600 3,900 5,200 Feet



## Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
  
- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
  
- X The Unexecuted Contract is NOT signed by the other party because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.
  
- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

City of Sacramento, a body politic and municipal corporation or chartered city of the State of California, referred to as "CITY".

**RECITALS**

1. CALTRANS and CITY, collectively referred to as "PARTIES", pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within CITY's jurisdiction.
2. Upon STATE request, CITY intends to construct ramp improvements on Interstate 5 at Del Paso Road, referred to herein as "PROJECT" as a part of a larger "CITY Project". Project Approval & Environmental Documents (PA&ED), Plans, Specifications and Estimates (PS&E), and R/W for PROJECT has already been funded and completed by CITY as a part of CITY Project under the encroachment permit process.
3. PARTIES agree that CITY will prepare the contract documents and advertise, award, and administer the construction contract for PROJECT all hereinafter referred to as "WORK".
4. CITY will fund all PROJECT work costs exceeding CALTRANS lump sum contribution of \$150,000 toward PROJECT construction capital costs. CALTRANS will fund said amount using State Highway Operation and Protection Program (SHOPP) Minor program funds as shown on Exhibit A, attached to and made a part of this Agreement.
5. CALTRANS will perform PROJECT independent quality assurance (IQA) efforts, at no cost to CITY.
6. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to WORK.
7. PARTIES now define herein below the terms and conditions under which PROJECT is to be constructed, financed, owned, operated, and maintained.
8. CITY is the CEQA lead agency for PROJECT.
9. CALTRANS is the NEPA lead agency for PROJECT.
10. Prior to this agreement, the following environmental documentation (CE) was approved on March 22, 2010.

SECTION I

CITY AGREES:

1. To perform all PROJECT WORK for PROJECT completion.
2. All PROJECT WORK performed by CITY, or performed on CITY's behalf, shall be performed in accordance with all CALTRANS and Federal laws, regulations, procedures and standards that CALTRANS would normally follow. All such WORK shall be submitted to CALTRANS for CALTRANS' review, comment, and concurrence at appropriate sequential stages of development.
3. To submit an invoice to CALTRANS in the amount of \$150,000, upon execution of this Agreement. Said billing represents CALTRANS's total financial obligation for PROJECT construction capital costs.
4. To fund all PROJECT WORK costs, including but not limited to, state furnished material (SFM) in excess of CALTRANS' contribution of \$150,000 toward PROJECT construction capital costs.
5. To submit a written request for any SFM identified in the PROJECT plans, specifications, and estimates (PS&E) a minimum of forty-five (45) days in advance of the need for such materials. To then pay CALTRANS, within fifteen (15) days of receipt of CALTRANS' billing, the actual cost invoiced for the requested SFM. CITY may take delivery of the SFM after CALTRANS' receipt of CITY's payment and at the location directed by CALTRANS.
6. CALTRANS shall perform source inspection as outlined in CALTRANS' Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline. CITY shall reimburse CALTRANS for all direct and indirect costs incurred for any source inspection performed by CALTRANS.
7. To deposit with CALTRANS the estimated cost of source inspection within twenty-five (25) days of receipt of CALTRANS' billing.
8. To pay CALTRANS upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefore, any amount, over and above the aforesaid deposits for SFM and source inspection, required to complete CITY's financial obligations assumed pursuant to this Agreement.
9. Upon completion of PROJECT and all work incidental thereto, to furnish CALTRANS with a detailed statement of PROJECT construction capital costs to be borne by CALTRANS.
10. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by CITY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are

workers employed by CALTRANS' contractors. The use of any Federal funds towards PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.

11. Construction by CITY of those portions of PROJECT which lie within the SHS R/W of way shall not commence until CITY's contract plans involving such work, the utility relocation plans, and R/W certification have been reviewed and accepted by CALTRANS and encroachment permits have been issued to CITY and CITY's contractor.
12. To require the construction contractor or CITY to furnish both a payment and a performance bond, naming CITY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of CALTRANS' current Standard Specifications prior to performing any PROJECT construction work. CITY shall defend, indemnify, and hold harmless CALTRANS and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
13. To have PROJECT constructed by contract to the satisfaction of and subject to CALTRANS' acceptance in accordance with CALTRANS accepted PS&E package.
14. Construction within the existing or ultimate SHS R/W shall comply with CALTRANS' Standard Specifications, the PROJECT Special Provisions, and CALTRANS' Construction Manual Supplement for Local Agency Resident Engineer and Local Agency Structure Representative Guidelines.
15. If any existing utility facilities conflict with the construction of PROJECT or violate CALTRANS' encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT' positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside CALTRANS' R/W shall be determined in accordance with Federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

16. All survey work shall conform to the methods, procedures, and requirements of CALTRANS' Surveys Manual and CALTRANS' Staking Information Booklet.
17. PROJECT material testing and Quality Control/Assurance shall conform to CALTRANS' Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and CALTRANS' California Test Methods, and shall be performed by a material-tester certified by CALTRANS, at CITY's expense.
18. All WORK, except as set forth in this Agreement, is to be performed by CITY. Should CITY request that CALTRANS perform any portion of PROJECT work not set forth in this Agreement, CITY shall first agree to reimburse CALTRANS for such work pursuant to an amendment to this Agreement or a separate executed agreement.

19. To furnish, at CITY's expense and subject to the approval of CALTRANS, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
20. As a WORK cost, to furnish sufficient qualified support staff, subject to the approval of CALTRANS, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor.
21. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "As-Built" plans in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). CITY shall also submit corrected full-sized hardcopy structure plans.
22. To retain or cause to be retained for audit by CALTRANS or other government auditors for a period of four (4) years from the date of final payment under the PROJECT contract, or four (4) years from CALTRANS payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. CITY shall retain said records and accounts longer for such periods as are required in writing by CALTRANS.
23. If CITY cannot complete WORK as originally scoped, scheduled, and estimated, CITY will, only with CALTRANS' prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified WORK that will, at all times, provide a safe and operable SHS.
24. If CITY terminates the WORK prior to completion, CALTRANS shall require CITY, at CITY's expense, to return the SHS R/W to its original condition or to a safe and operable condition acceptable to CALTRANS. If CITY fails to do so, CALTRANS reserves the right to finish WORK or place PROJECT in a safe and operable condition and CALTRANS will bill CITY for all actual expenses incurred and CITY agrees to pay said bill within thirty (30) days of receipt.
25. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, CITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. CITY will notify CALTRANS

within twenty-four (24) hours of any discovery. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.

26. To provide a Construction Zone Enhancement Enforcement Program (COZEEP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in CALTRANS' Construction Manual Contract administration procedures shall conform to CALTRANS' Construction Manual Supplement for Local Agency Resident Engineers, Local Agency Structure Representative Guidelines, and the PROJECT encroachment permits.

## SECTION II

### CALTRANS AGREES:

1. At no cost to CITY, to provide IQA to assure that CITY's PROJECT work is performed in full compliance and in accordance with CALTRANS' then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by CITY, to order any actions needed for public safety or the preservation of property on the SHS, and to assure compliance with all provisions of the encroachment permit(s) issued by CALTRANS to CITY and CITY's contractor.
2. To provide encroachment permits at no cost.
3. To pay CITY within thirty (30) days of receipt of invoice (which invoice will be sent to CALTRANS upon execution of this Agreement), in the amount of \$150,000. Said billing represents CALTRANS' total financial obligation for PROJECT construction capital costs.
4. To submit an invoice to CITY for the estimated cost of SFM, based on current data for the specific items listed, within forty-five (45) days of receipt of CITY's request for SFM, pursuant to the terms elsewhere in this Agreement.
5. To provide, at CITY's cost, any SFM as shown on the PROJECT PS&E as determined by CALTRANS to be appropriate and available during construction of PROJECT. Upon receipt of CITY's request for any such SFM, CALTRANS will order those materials and CALTRANS' Project Manager will have an invoice submitted to CITY for the costs of those materials. Upon receipt of those materials and CITY's payment, CALTRANS will make those SFM available to CITY at a CALTRANS designated site.
6. Upon completion of PROJECT and all work incidental thereto, to furnish CITY with a detailed statement of the SFM and source inspection costs to be borne by CITY. To thereafter refund to CITY, promptly after completion of CALTRANS' final accounting of said PROJECT costs, any amount of CITY's deposit(s), specified in this Agreement,

remaining after actual SFM and source inspection costs to be borne by CITY have been deducted or to bill CITY for any additional amount required to complete CITY's financial obligations assumed pursuant to this Agreement.

7. CALTRANS shall perform source inspection as outlined in CALTRANS' Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. CALTRANS invoices support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
3. The parties to this Agreement understand and agree that CALTRANS' IQA is to ensure CITY's construction activities in accordance with standards and procedure agreed to in this Agreement. IQA does not include any work necessary to actually develop or deliver construction activities, nor any validation to verify, nor rechecking work performed by CITY, nor providing guidance to CITY and no liability will be assignable to CALTRANS, its officers and employees by CITY under the terms of this Agreement or by third parties by reason of CALTRANS' IQA activities.
4. CALTRANS and CITY, as set forth in Exhibit B, attached hereto and incorporated herein, will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals. The cost to coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals is a WORK cost.
5. CITY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for PROJECT, unless otherwise set forth in Exhibit B. CITY will submit all said applications to CALTRANS for review, comment and approval. CITY will submit the final applications to the appropriate regulatory agencies, unless otherwise set forth in Exhibit B. The costs to prepare, review, comment, and submit the application to the appropriate regulatory agency will be a WORK cost.

6. CALTRANS and CITY will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES' responsibilities in this Agreement.
7. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges will be a WORK cost.
8. If, during performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by CITY as a WORK cost. The CEQA Lead Agency and if applicable, NEPA Lead Agency, shall review, comment and approve the additional environmental documentation.
9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between PARTIES. PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the work described herein this Agreement without the written consent of the party authorized to release them, unless required or authorized to do so by law.
10. During WORK, representatives of CITY and CALTRANS will cooperate and consult with each other to assure that all WORK is accomplished according to the PROJECT PS&E and CALTRANS' then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by CALTRANS representatives who are authorized to enter CITY's property during construction for the purpose of monitoring and coordinating construction activities.
11. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by CALTRANS' representative(s). All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in CALTRANS' Construction Manual shall be approved by CALTRANS in advance of performing that work. Unless otherwise directed by CALTRANS' representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
12. CITY shall provide a construction contract claims process acceptable to CALTRANS and shall process any and all claims through CITY's claims process. CALTRANS'

representative will be made available to CITY to provide advice and technical input in any claims process.

13. Construction contract claim(s) costs are WORK costs.
14. In the event that CALTRANS proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with CALTRANS' Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." CALTRANS shall consult with CITY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
15. The party that discovers HM will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

16. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS R/W. CALTRANS will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

CALTRANS has no responsibility for management activities or costs associated with ~~HM-1 found outside the existing SHS R/W. CITY, independent of PROJECT, is~~ responsible for any HM-1 found within PROJECT limits outside existing SHS R/W. CITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and CITY will pay, or cause to be paid, all costs associated with HM-1 management activities.

17. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
18. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
19. CALTRANS' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with CALTRANS's policy on such acquisition.

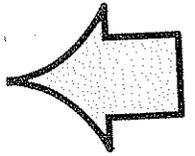
20. CALTRANS, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the WORK areas open to public traffic. CITY shall take all necessary precautions for safe operation of CITY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by CITY to assure the protection of the traveling public and CALTRANS employees from injury and damage from such vehicles or equipment.
21. A Maintenance Agreement already exists that covers all maintenance needs of the SHS after project completion.
22. Upon WORK completion and acceptance, subject to the approval of CALTRANS, CITY will operate and maintain all PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate the maintenance of these new PROJECT facilities located on the SHS.
23. Upon satisfactory completion of all WORK under this Agreement, as determined by CALTRANS, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS R/W for SHS operations will be vested in CALTRANS, and materials, equipment, and appurtenances installed for non-SHS operations both inside and outside of the SHS R/W will automatically be deemed to be under the control of CITY or an appropriate third party as determined by CITY. No further agreement will be necessary to transfer ownership as hereinbefore stated.
24. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
25. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
26. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS shall

fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this Agreement.

27. Prior to the commencement of any construction activity within the SHS right of way (R/W), either CALTRANS or CITY may terminate this Agreement by written notice to the other party.
28. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
29. This Agreement will terminate upon completion of WORK that all PARTIES have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by PARTIES that verifies the completion of WORK.  
However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF SACRAMENTO**



By: \_\_\_\_\_  
GARY S. SIDHU  
Deputy District Director, D3 Programming &  
Project Management

By: \_\_\_\_\_  
GUSTAVO F. VINA  
Interim City Manager

Attest: \_\_\_\_\_

Assistant City Manager

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
MEERA DANDAY, Attorney  
Department of Transportation

By: \_\_\_\_\_  
City Attorney

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
REBECCA PIKE  
District Project Control Officer

CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:

By: \_\_\_\_\_  
ANGIE VILORIA  
Accounting Administrator

**EXHIBIT A**  
**COST ESTIMATE**

<b>Item</b>	<b>CALTRANS</b>	<b>CITY</b>
Construction Capital	150,000	2,750,000
Construction Support	0	300,000
State-Furnished Materials	0	10,000
Source Inspection	0	5,000
<b>Total</b>	<b>150,000</b>	<b>3,065,000</b>

**EXHIBIT B**

**INSTRUCTION:** Check all boxes that apply. If a permit/agreement/approval is not required for a project, then check the N/A box. If the N/A box is checked on permit that already states that

**ENVIRONMENTAL PERMITS, APPROVALS, & AGREEMENTS**

REQUIRED PERMITS, APPROVALS, & AGREEMENTS	N/A	COORDINATE	PREPARE APPLICATION	OBTAIN	IMPLEMENT	RENEW	AMEND
404 USACOE	X						
401 RWQCB	X						
NPDES SWRCB	X						
State Waste Discharge Requirements (Porter Cologne) RWQCB	X						
FESA Section 7 USFWS	X						
BO Section 7 USFWS	X						
FESA Section 7 NOAA/NMFS	X						
BO Section 7 NOAA/NMFS	X						
FESA Section 10 USFWS	X						
EFH - NOAA/NMFS	X						
Coastal Development Permit CCC	X						
Fed. Coastal Zone Mgt. Act – Consistency Determination CCC	X						
BCDC Permit	X						
Fed. Coastal Zone Mgt. Act – Consistency Determination BCDC	X						
1602 DFG	X						
2080.1 DFG	X						
2080(B) DFG	X						
Air Quality Permits	X						
Other (specify)							

**ATTACHMENT 1**

WBS Code	WBS Description	RESPONSIBILITY	
		CALTRANS	CITY
5.270	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION		X
5.270.10	CONSTRUCTION STAKING PACKAGE AND CONTROL		X
5.270.10.10	CONSTRUCTION STAKING PACKAGE		X
5.270.10.20	PROJECT CONTROL FOR CONSTRUCTION		X
5.270.15	CONSTRUCTION STAKES		X
5.270.15.15	SLOPE STAKES		X
5.270.15.25	ROUGH GRADE STAKES		X
5.270.15.30	FINAL GRADE STAKES		X
5.270.15.35	DRAINAGE AND MINOR STRUCTURE STAKES		X
5.270.15.50	MISCELLANEOUS STAKES		X
5.270.15.55	PHOTOGRAMMETRIC PRODUCT FOR CONSTRUCTION		X
5.270.15.60	GROUND STAKES FOR MAJOR STRUCTURE		X
5.270.15.65	SUPERSTRUCTURE STAKES FOR MAJOR STRUCTURE		X
5.270.20	CONSTRUCTION ENGINEERING WORK		X
5.270.20.05	RESIDENT ENGINEER'S FILE REVIEW		X
5.270.20.10	PROJECT PLANS SPECIAL PROVISIONS AND ESTIMATE REVIEW		X
5.270.20.15	CONTRACT PAY QUANTITIES		X
5.270.20.20	LINES AND GRADES CONTROL		X
5.270.20.25	CONTRACTORS' FALSEWORK SUBMITTALS REVIEW		X
5.270.20.30	CONTRACTORS' TRENCHING AND SHORING SUBMITTALS REVIEW		X
5.270.20.35	SHOP PLANS REVIEW		X
5.270.20.40	COST REDUCTION INCENTIVE PROPOSALS [CRIPS] REVIEW		X
5.270.20.45	CONTRACTORS' WATER POLLUTION CONTROL PROGRAM REVIEW		X
5.270.20.50	TECHNICAL SUPPORT		X
5.270.20.99	OTHER CONSTRUCTION ENGINEERING WORK PRODUCTS		X
5.270.25	CONSTRUCTION CONTRACT ADMINISTRATION WORK		X
5.270.25.05	SECURED LEASE FOR RESIDENT ENGINEER OFFICE SPACE OR TRAILER		X
5.270.25.10	SET UP CONSTRUCTION PROJECT FILES		X
5.270.25.15	PRE-CONSTRUCTION MEETING		X
5.270.25.20	PROGRESS PAY ESTIMATES		X
5.270.25.25	WEEKLY STATEMENT OF WORKING DAYS		X
5.270.25.30	CONSTRUCTION PROJECT FILES AND GENERAL FIELD OFFICE CLERICAL WORK		X
5.270.25.35	LABOR COMPLIANCE ACTIVITIES		X
5.270.25.40	APPROVED SUBCONTRACTOR SUBSTITUTIONS		X
5.270.25.45	COORDINATION		X
5.270.25.50	CIVIL RIGHTS CONTRACT COMPLIANCE		X
5.270.25.99	OTHER CONSTRUCTION CONTRACT ADMINISTRATION WORK PRODUCTS		X
5.270.30	CONTRACT ITEM WORK INSPECTION		X
5.270.30.05	PHOTOGRAPHED JOBSITE AND CONTRACTORS' OPERATIONS		X
5.270.30.10	INSPECTION OF CONTRACTORS' WORK FOR COMPLIANCE		X
5.270.30.15	CONTRACTORS' OPERATIONS RELATIVE TO SAFETY REQUIREMENTS DOCUMENTATION		X

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5.270.30.20	DAILY DIARY OF CONTRACT OPERATIONS		X
5.270.30.25	PUNCH LIST		X
5.270.35	CONSTRUCTION MATERIAL SAMPLING AND TESTING		X
5.270.35.05	MATERIALS SAMPLING AND TESTING FOR QUALITY ASSURANCE		X
5.270.35.10	PLANT INSPECTION FOR QUALITY ASSURANCE		X
5.270.35.15	INDEPENDENT ASSURANCE SAMPLING AND TESTING		X
5.270.35.20	SOURCE INSPECTION		X
5.270.40	SAFETY AND MAINTENANCE REVIEWS		X
5.270.45	RELIEF FROM MAINTENANCE PROCESS		X
5.270.55	FINAL INSPECTION AND ACCEPTANCE RECOMMENDATION		X
5.270.60	PLANT ESTABLISHMENT ADMINISTRATION		X
5.270.65	TMP IMPLEMENTATION DURING CONSTRUCTION		X
5.270.70	UPDATED ENVIRONMENTAL COMMITMENTS RECORD		X
5.270.75	RESOURCE AGENCY PERMIT RENEWAL AND EXTENSION REQUESTS		X
5.270.80	LONG-TERM ENVIRONMENTAL MITIGATION/MITIGATION MONITORING DURING CONSTRUCTION CONTRACT		X
5.270.99	OTHER CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION		X
5.275	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION OF STRUCTURES WORK		X
5.275.10	OFFICE ADMINISTRATION WORK FOR STRUCTURES		X
5.275.20	FIELD ADMINISTRATION WORK FOR STRUCTURES		X
5.275.30	CONTRACT CHANGE ORDER INSPECTION FOR STRUCTURES WORK		X
5.275.40	SAFETY TASKS FOR STRUCTURES WORK		X
5.285	CONTRACT CHANGE ORDER ADMINISTRATION		X
5.285.05	CONTRACT CHANGE ORDER [CCO] PROCESS		X
5.285.05.05	NEED FOR CCO DETERMINATION		X
5.285.05.10	DRAFT CONTRACT CHANGE ORDER		X
5.285.05.15	CONTRACT CHANGE ORDER APPROVAL		X
5.285.05.20	PAYMENTS FOR CONTRACT CHANGE ORDER WORK		X
5.285.10	FUNCTIONAL SUPPORT		X
5.285.10.05	FIELD SURVEYS FOR CONTRACT CHANGE ORDER		X
5.285.10.10	STAKING FOR CONTRACT CHANGE ORDER		X
5.285.10.15	OTHER FUNCTIONAL SUPPORT		X
5.290	RESOLVE CONTRACT CLAIMS		X
5.290.05	ANALYSIS OF NOTICES OF POTENTIAL CLAIMS		X
5.290.10	SUPPORTING DOCUMENTATION AND RESPONSES TO NOTICES OF POTENTIAL CLAIMS		X
5.290.15	REVIEWED AND APPROVED CLAIM REPORT		X
5.290.20	DISTRICT CLAIM MEETING OR BOARD OF REVIEW		X
5.290.25	ARBITRATION HEARING		X
5.290.30	NEGOTIATED CLAIM SETTLEMENT		X
5.290.35	TECHNICAL SUPPORT		X
5.295	ACCEPT CONTRACT/ PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT		X
5.295.05	PROCESSED ESTIMATE AFTER ACCEPTANCE		X
5.295.10	PROPOSED FINAL CONTRACT ESTIMATE		X
5.295.15	AS-BUILT PLANS		X
5.295.20	PROJECT HISTORY FILE		X

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5.295.25	FINAL REPORT		X
5.295.30	PROCESSED FINAL ESTIMATE		X
5.295.35	CERTIFICATE OF ENVIRONMENTAL COMPLIANCE		X
5.295.40	LONG TERM ENVIRONMENTAL MITIGATION/MITIGATION MONITORING AFTER CONSTRUCTION CONTRACT ACCEPTANCE		X
5.295.45	POST-CONSTRUCTION TRAFFIC OPERATIONS ACTIVITIES		X
5.295.45.05	SPEED SURVEY RECORDS		X
5.295.45.05.05	SPEED SURVEY		X
5.295.45.05.10	SIGNED SPEED SURVEY		X
5.295.45.10	COMMISSION TMS ELEMENTS		X
5.295.99	OTHER ACCEPT CONTRACT/ PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT		X