

Meeting Date: 4/9/2013

Report Type: Consent

Report ID: 2013-00259



City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Title: State Route 99/Elkhorn Boulevard Improvements Project (T15116400) – Approval of Baseline and Cooperative Agreements with the State of California

Location: State Route 99/Elkhorn Boulevard Interchange, District 1

Issue: The Cooperative Agreement and the Baseline Agreement with Caltrans and CTC sets forth the State's and the City's obligations for construction and maintenance and for funding of the project. The execution of both agreements by the City is necessary for the California Transportation Commission (CTC) to allocate the programmed funds to the project at its May 2013 meeting.

Recommendation: Pass a Resolution: 1) authorizing the City Manager to execute a Baseline Agreement with the CTC and Caltrans to receive \$1.5 million in State Proposition 1B funds (Fund 3704) for the project; and 2) authorizing the City Manager to execute a Cooperative Agreement with Caltrans for the project.

Contact: Nader Kamal, Special Projects Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1- Description/Analysis
- 2 - Background
- 3 - Resolution
- 4 - Exhibit A - Location Map
- 5 - Baseline Agreement - CTC
- 6 - Cooperative Agreement - Caltrans

City Attorney Review

Approved as to Form
Gerald Hicks
4/1/2013 10:05:37 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
3/28/2013 10:24:56 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 3/29/2013 7:37:27 AM

Description/Analysis

Issue: The Baseline Agreement with the CTC and Caltrans documents the project cost, schedule, and scope of work for the use of \$1.5 million in Proposition 1B bond funds programmed by the CTC for construction of the State Route 99/Elkhorn Boulevard Improvements Project. The Cooperative Agreement with Caltrans sets forth the State's and the City's obligations for the construction and maintenance of the project. The execution of both agreements by the City is necessary for the CTC to allocate the programmed funds to the project at its May 2013 meeting. The CTC allocation of the Proposition 1B funds to the project is contingent on available adequate reserve funds from other bond funded projects. While the risk is extremely low, the Cooperative Agreement requires the City to repay the bond funds if other State Route 99 projects currently under construction require the reserve funding. Staff will return to the City Council with a recommendation on the appropriation of City transportation funds to cover the City's obligations under the agreement at the time of construction contract award.

Policy Considerations: This project is in accordance with the City's goals of promoting safety and livability by improving traffic circulation, and relieving traffic congestion.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The Environmental Services section of the Community Development Department determined that the project is exempt under Categorical Exemption – State Class 1 and Section 15301.

Sustainability Considerations: This project is consistent with Sustainability Master Plan Air Quality goals to encourage cleaner air practices through the reduction of congestion.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Under the 1995 Cooperative Freeway Agreement with Caltrans, the City is required at its expense to make improvements to the State Route 99/Elkhorn Boulevard interchange when the level of service falls below a certain threshold. Based on the City's freeway monitoring analysis, the northbound off-ramp level of service has fallen to a Level of Service D and the interchange is in need of improvements. The State has identified \$1.5 million in reserve bond funds which are available to assist the City in funding the State Route 99/Elkhorn Boulevard Interchange project on condition that if the funds are ultimately needed to complete State bond funded projects currently under construction, the funds will be repaid by the City to the State.

The execution of the subject agreements will allow the City to take advantage of this funding opportunity.

Financial Considerations: The estimated cost of the project is \$2,400,000. The current budget is \$900,000 consisting of North Natomas Fee Program Funds (Fund 3201). The execution of the Baseline Agreement and Cooperative Agreement with the State will allow the CTC to allocate an additional \$1.5 million in bond funds for construction.

There are no City General Fund resources planned or allocated for this project.

Emerging Small Business Development (ESBD): None, since no goods or services are being procured with this action.



Background

This project proposes to construct a traffic signal at the SR 99 northbound off-ramp and Elkhorn Boulevard intersection to reduce vehicle queues which back up on SR 99 and to widen Elkhorn Boulevard to provide additional eastbound capacity between the northbound off-ramp and East Commerce Way.

The existing northbound I-5 off-ramp to Elkhorn Boulevard is stop sign controlled. The required stop for the off-ramp right-turning traffic causes excessive delay and queuing on the ramp, resulting in operational problems on both State Route 99 and Elkhorn Boulevard.

A traffic analysis conducted by Caltrans has shown that signalization of the northbound off-ramp intersection with Elkhorn Boulevard and the addition of a second eastbound lane from the intersection to East Commerce Way would alleviate congestion and improve operations.

Per the City's Cooperative Agreement with Caltrans, (City Agreement No. 95-217), the City is responsible for the construction of the proposed improvements at the subject interchange.

The design and environmental phase of the State Route 99/Elkhorn Boulevard Improvements Project (T15116400) is funded with \$900,000 in North Natomas Fee Program Funds (Fund 3201).

The State has identified \$1.5 million in reserve bond funds which are available to assist the City in funding the State Route 99/Elkhorn Boulevard Interchange project on condition that if the funds are ultimately needed to complete state bond funded projects currently under construction, the funds will be repaid by the City to the State. The execution of the subject agreements allows the City to take advantage of this funding opportunity.



RESOLUTION NO.

Adopted by the Sacramento City Council

STATE ROUTE 99/ELKHORN BOULEVARD IMPROVEMENT PROJECT

BACKGROUND

- A. Under the 1995 Cooperative Freeway Agreement with Caltrans, the City is required, at its expense, to make improvements to the State Route 99/Elkhorn Boulevard interchange when the level of service falls below a certain threshold.
- B. Based on the City's freeway monitoring analysis, the northbound off-ramp level of service has fallen to a Level of Service D and the interchange is in need of improvements.
- C. The State has identified \$1.5 million in reserve bond funds which are available to assist the City in funding the State Route 99/Elkhorn Boulevard Interchange project on condition that if the funds are ultimately needed to complete State bond funded projects currently under construction, the funds will be repaid by the City to the State.
- D. The execution of the subject agreements allows the City to take advantage of this funding opportunity.

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

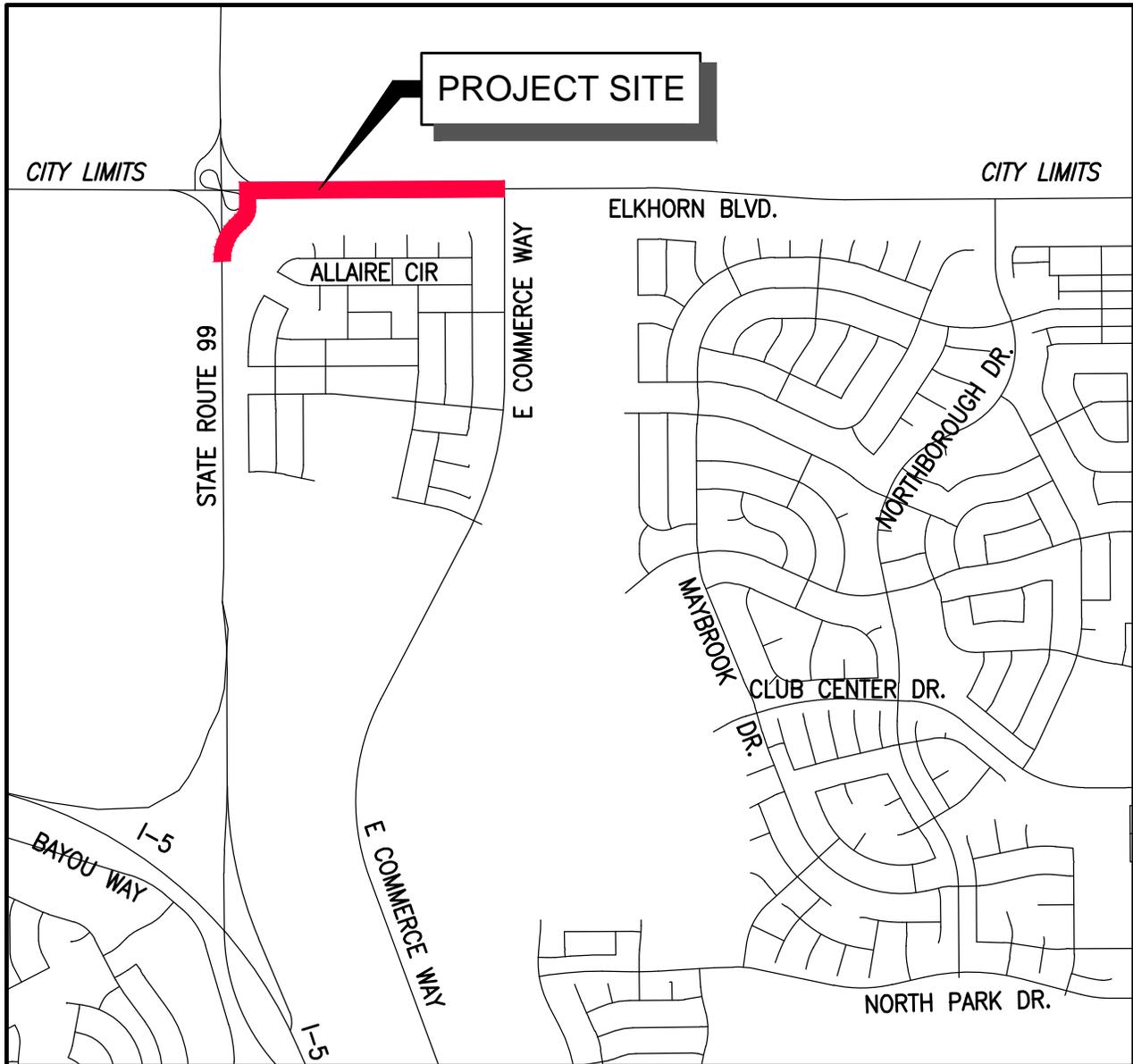
- Section 1. The City Manager is authorized to execute a Baseline Agreement with the California Transportation Commission (CTC) and Caltrans to receive \$1.5 million in State Proposition 1B funds (Fund 3704) for the State Route 99/Elkhorn Boulevard Improvement Project (T15116400).
- Section 2. The City Manager is authorized to execute a Cooperative Agreement with Caltrans for the State Route 99/Elkhorn Boulevard Improvement Project (T15116400) which identifies the City's and Caltrans' construction and maintenance responsibilities for the new improvements.
- Section 3. Exhibit A is hereby incorporated as part of this Resolution.

Table of Contents:

Exhibit A: Location Map



Location map for:
State Route 99 / Elkhorn Boulevard
Improvements Project
(PN: T15116400)



Date: March 2013





STATE ROUTE 99 BOND PROGRAM PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

- 1.1** This Project Baseline Agreement (Agreement) for the State Route 99/Elkhorn Boulevard Improvement Project (Project), effective on _____, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the City of Sacramento, sometimes collectively referred to as the “Parties”.

2. RECITAL

- 2.1** Whereas at its May 2013 Meeting, the California Transportation Commission amended the State Route 99 Bond Program and included in this program of projects the State Route 99/Elkhorn Boulevard Improvement Project. The Parties are entering into this Project Baseline Agreement to document the Project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form, as the baseline for project monitoring by the California Transportation Commission. The Local Agency and Caltrans certify that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Local Agency and Caltrans agree to abide by the following provisions:

- 3.1** To meet the requirements of Government Code Section 8879.23(b), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2** To adhere to the California Transportation Commission’s State Route 99 Bond Program Guidelines.
- 3.3** To adhere to the California Transportation Commission’s Accountability Implementation Plan and policies, and program and baseline amendment processes.
- 3.4** The Local Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this Agreement requires an amendment.
- 3.5** To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the Project, including scope, cost, and schedule.

- 3.6** To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the Project and retain those records for four years from the date of the final closeout of the Project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.7** The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Local Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

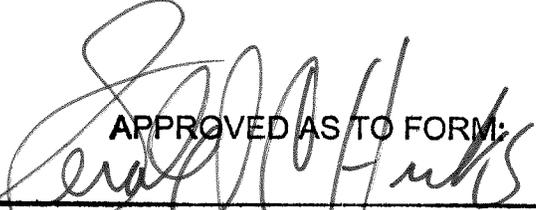
- 4.1** Project Schedule and Cost
See Project Programming Request Form, attached as Exhibit A.

**SIGNATURE PAGE
TO
STATE ROUTE 99 BOND PROGRAM
PROJECT BASELINE AGREEMENT**

John F. Shirey **Date**
City Manager
City of Sactamento

Malcolm Dougherty **Date**
Director
California Department of Transportation

Andre Boutros **Date**
Executive Director
California Transportation Commission

APPROVED AS TO FORM:


CITY ATTORNEY

EXHIBT A

PROJECT PROGRAMMING REQUEST FORM

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 6/11)

General Instructions

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amendment (Existing Project)		Date: 12/18/12	
District	EA	Project ID		PPNO	MPO ID
03	2F940			6917	
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency	
SAC	99	33.0	34.0	City of Sacramento	
				MPO	Element
				SACOG	
Project Mgr/Contact		Phone		E-mail Address	
Nader Kamal		916-808-7035		nkamal@cityofsacramento.org	
Project Title					
State Route 99/Elkhorn Blvd Improvement Project					
Location, Project Limits, Description, Scope of Work, Legislative Description					
The proposed project includes construction of a new traffic signal at the State Route 99 (SR-99)/ Elkhorn Blvd northbound off-ramp and the addition of a free right turn lane. Additional improvements include pedestrian facilities, widening eastbound Elkhorn Blvd from SR-99 to East Commerce Way, signal modification at Elkhorn Blvd/East Commerce Way, drainage improvements and striping improvements.					
Component	Implementing Agency				Reimbursements
PA&ED	City of Sacramento				
PS&E	City of Sacramento				
Right of Way	City of Sacramento				
Construction	City of Sacramento				
Legislative Districts					
Assembly:			Senate:		
Congressional:					
Purpose and Need					
The objective of SR-99/Elkhorn Boulevard Improvements Project is to improve traffic circulation, reduce vehicle delay and eliminate queuing on northbound SR-99. Improvements are needed at the northbound off-ramp intersection of the SR-99/Elkhorn Boulevard Interchange because the existing stop controlled intersection experiences high traffic demand volumes during the PM peak hour. During this high demand period, the intersection operates at LOS F, resulting in long vehicle delays and off-ramp queues that extend onto the mainline, adversely affecting traffic flow on NB SR-99.					
Project Benefits					
Elkhorn Blvd/SR-99 NB Off-ramp intersection will operate at LOS A in 2013 and LOS C or better in 2023. In both years queuing on northbound SR-99 will be eliminated.					
Project Milestone					Proposed
Project Study Report Approved					N/A
Begin Environmental (PA&ED) Phase					02/23/11
Circulate Draft Environmental Document			Document Type	CE	03/01/12
Draft Project Report					03/16/12
End Environmental Phase (PA&ED Milestone)					04/01/12
Begin Design (PS&E) Phase					04/01/12
End Design Phase (Ready to List for Advertisement Milestone)					12/14/12
Begin Right of Way Phase					07/19/12
End Right of Way Phase (Right of Way Certification Milestone)					09/06/12
Begin Construction Phase (Contract Award Milestone)					05/01/13
End Construction Phase (Construction Contract Acceptance Milestone)					12/01/13
Begin Closeout Phase					01/01/14
End Closeout Phase (Closeout Report)					12/01/14

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 6/11)

Date: 03/19/13

District	County	Route	EA	Project ID	PPNO	TCRP No.
03	SAC	99	2F940		6917	
Project Title: State Route 99/Elkhorn Blvd Improvement Project						

Proposed Total Project Cost									Notes
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	
E&P (PA&ED)	200							200	
PS&E		400						400	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		1,800						1,800	
TOTAL	200	2,200						2,400	

Fund No. 1:	City of Sacramento Local Roadway Fees								Program Code
Proposed Funding									
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
E&P (PA&ED)	200							200	
PS&E		400						400	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		300						300	
TOTAL	200	700						900	

Fund No. 2:	State Route 99 Bond Program								Program Code
Proposed Funding									
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		1,500						1,500	
TOTAL		1,500						1,500	

Fund No. 3:									Program Code
Proposed Funding									
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									



COOPERATIVE AGREEMENT

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, improvements to the SR99/Elkhorn Blvd interchange will be referred to hereinafter as PROJECT.
3. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. Prior to this Agreement:
 - CITY developed the Project Report.
6. CITY prepared the environmental documentation for the PROJECT.
7. In this Agreement capitalized words represent defined terms and acronyms.
8. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. CITY is SPONSOR for 100% of PROJECT.

10. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY.
11. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.
12. CITY is the CEQA lead agency for PROJECT.
13. CALTRANS is the CEQA responsible agency for PROJECT.
14. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way.
15. Upon CITY's request, CALTRANS agreed to move Prop 1B Route 99 Bond funds from the contingency reserve set aside for other bond projects already in construction, including Riego Rd, SR113, Feather River Bridge, Los Molinos and Elverta Rd. Therefore, CITY agrees that if any of those said projects require additional funding, CITY shall within 30 days of request, reimburse CALTRANS using CITY funds, by executing separate contribution agreement(s) for those projects. CITY's total reimbursement shall not exceed \$1,500,000.

SCOPE

Scope: General

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
17. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS. Per NEPA delegation and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.
18. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
19. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
20. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
21. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

22. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
23. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this Agreement will be available to help resolve WORK related problems generated by that component for the entire duration of PROJECT.
24. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.
25. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
26. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
27. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
28. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken

HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

31. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
34. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
35. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

36. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
37. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
38. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
39. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CRF, Part 18. These principles and requirements apply to all funding types included in this Agreement.

40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

43. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
44. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
45. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.
46. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
47. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK

stops, as they apply to each PARTNER’s responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

- 48. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with “N/A” on the SCOPE SUMMARY are not included in the scope of this Agreement.

Scope: Environmental Permits, Approvals and Agreements

- 49. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY

Scope: Construction

- 50. CITY will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and CITY will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, PARTNERS may retain such a firm to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.
- 51. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

- 52. CITY will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
- 53. CITY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* prior to implementing the CCO.

54. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds CITY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
55. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within fifteen (15) working days, the IMPLEMENTING AGENCY shall not award the construction contract.
56. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
57. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
58. CALTRANS will make SFM available at a CALTRANS-designated location after CITY requests SFM and pays CALTRANS' invoice for estimated SFM cost.
59. CITY will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to CITY upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met..

CITY will provide, or cause to provide, source inspection services.

60. CITY may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities as documented in the SCOPE SUMMARY.
61. As IMPLEMENTING AGENCY for construction, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.

62. PARTNERS confirm that maintenance will be handled through an existing maintenance agreement.
63. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY shall furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CCOs, CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed. CITY shall also submit corrected full-sized hard copy structure plans.

COST

Cost: General

64. PARTNERS will document specific funding, billing, and payment details in a FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this agreement.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the new funds require it.

Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

65. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
66. If CITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

67. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
68. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
69. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
70. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.
71. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.
72. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
73. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
74. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
75. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
76. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
77. The cost of any legal challenges to the CEQA environmental process or documentation is an OBLIGATIONS cost.

78. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.

79. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
80. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
81. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.
82. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

83. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
84. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
85. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
86. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

87. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

88. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

89. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

Cost: Construction Support

90. The cost of source inspection is an OBLIGATIONS cost.
91. The cost of engineering services provided by CALTRANS is an OBLIGATIONS cost. CALTRANS will be reimbursed for engineering services.
92. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until OBLIGATION COMPLETION, after which, the cost of maintenance will be handled through an existing maintenance agreement.

Cost: Construction Capital

93. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

SCHEDULE

94. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

95. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will

file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

96. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
97. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
98. 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 and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 and/or its agents under this Agreement.
99. 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 and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 and/or its agents under this Agreement.
100. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
101. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
102. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
103. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.

104. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
105. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
106. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

107. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
108. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
109. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
110. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.

111. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
112. This Agreement shall terminate only upon the completion and acceptance of PROJECT and all of the stated projects, namely Riego Rd, SR113, Feather River Bridge, Los Molinos and Elverta Rd and upon the PARTNERS signing a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
113. The following documents are attached to, and made an express part of this Agreement:
SCOPE SUMMARY.

DEFINITIONS

ARRA – American Recovery and Reinvestment Act of 2009

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – An executed document that lists the funding, billing, and payment commitments. Commitments include, but are not limited to, FUNDING PARTNER(S), fund source, fund type, payment method, invoice frequency, deposit amounts, and PROJECT COMPONENT(S) in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

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

HM-2 – 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.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that the IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this Agreement.

OMB (Office of Management and Budget) – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.

- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated July 2, 2007 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA Guideline requirements.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Workplan Standards Guide for the Delivery of Capital Projects* available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this Agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

John Holder, Project Manager
703 B Street
Marysville, California 95901
Office Phone: (530) 741-5448
Mobile Phone: (530) 218-8954
Email: John_Holder@dot.ca.gov

The primary Agreement contact person for CITY is:

Party contact name TE, ***Party contact job title TE***
Party contact street address TE
Sacramento, CA ***Party contact ZIP TE***
Office Phone: ***Party contact phone TE***

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

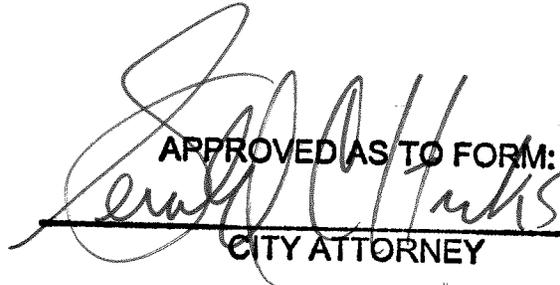
CITY OF SACRAMENTO

By: _____
Thomas L. Brannon
Deputy District Director, D3
Programming & Project Management

By: _____
Party signor approve name MC
Party signor approve title TE

CERTIFIED AS TO FUNDS:

By: _____
Lynn Ference
District Project Control Officer


APPROVED AS TO FORM:

CITY ATTORNEY

CLOSURE STATEMENT

1. Did PARTNERS complete all scope, cost and schedule commitments included in this Agreement and any amendments to this Agreement?
YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by CITY?
YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this Agreement and any amendments to this Agreement were completed?
YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the Agreement?
YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this Agreement.

CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 03-0533 and any amendments to this Agreement.

The final signature date on this document terminates Cooperative Agreement 03-0533 except survival articles.

All survival articles in Cooperative Agreement 03-0533 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Deputy District Director, D3
Programming & Project Management

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

By: _____

Name:

District Project Control Officer

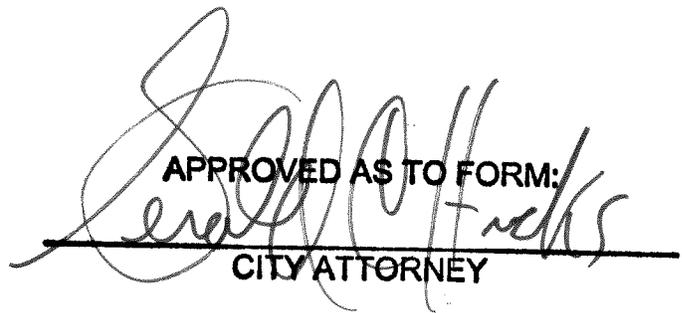
CITY

By: _____

Name:

Party signor approve title TE

Date: _____


APPROVED AS TO FORM:

CITY ATTORNEY

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
3	265				Awarded and Approved Construction Contract		X	
		50			Contract Ready for Advertising		X	
		55			Advertised Contract		X	
		60			Bids Opened		X	
		65			Contract Award		X	
		70			Executed and Approved Contract		X	
		75			Independent Assurance		X	
5	270				Construction Engineering and General Contract Administration		X	
		10			Construction Staking Package and Control		X	
			10		Construction Staking Package		X	
			20		Project Control for Construction		X	
		15			Construction Stakes		X	
			15		Slope Stakes		X	
			25		Rough Grade Stakes		X	
			30		Final Grade Stakes		X	
			35		Drainage and Minor Structure Stakes		X	
			50		Miscellaneous Stakes		X	
			55		Photogrammetric Product for Construction		X	
			60		Ground Stakes for Major Structure		X	
			65		Superstructure Stakes for Major Structure		X	
		20			Construction Engineering Work		X	
			05		Resident Engineer's File Review		X	
			10		Project Plans, Special Provisions, and Estimate Review		X	
			15		Contract Pay Quantities		X	
			20		Lines and Grades Control		X	
			25		Contractors' Falsework Submittals Review		X	
			30		Contractors' Trenching and Shoring Submittals Review		X	
			35		Shop Plans Review		X	
			40		Cost Reduction Incentive Proposals Review		X	
			45		Contractors' Water Pollution Control Program Review		X	
			50		Technical Support		X	
			99		Other Construction Engineering Products		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office		X	

				Clerical Work			
		35		Labor Compliance Activities		X	
		40		Approved Subcontractor Substitutions		X	
		45		Coordination		X	
		50		Civil Rights Contract Compliance		X	
		99		Other Construction Contract Administration Products		X	
	30			Contract Item Work Inspection		X	
		05		Photographed Jobsite and Contractors' Operations		X	
		10		Inspection of Contractors' Work for Compliance		X	
		15		Contractors' Operations Relative to Safety Requirements Documentation		X	
		20		Daily Diary of Contract Operations		X	
		25		Punch List		X	
	35			Construction Material Sampling and Testing		X	
		05		Materials Sampling and Testing for Quality Assurance		X	
		10		Plant Inspection for Quality Assurance		X	
		15		Independent Assurance Sampling and Testing		X	
		20		Source Inspection		X	
	40			Safety and Maintenance Reviews		X	
	45			Relief From Maintenance Process		X	
	55			Final Inspection and Acceptance Recommendation		X	
	60			Plant Establishment Administration		X	
	65			Transportation Management Plan Implementation During Construction		X	
	75			NOTE: This WBS element is address in the text of this cooperative agreement. Resource Agency Permit Renewal and Extension Requests		X	
	80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
	99			Other Construction Engineering and General Contract Administration		X	
5	275			Construction Engineering and General Contract Administration of Structures Work		X	
		10		Office Administration Work for Structures		X	
		20		Field Administration Work for Structures		X	
		30		Contract Change Order Inspection for Structures Work		X	
		40		Safety Tasks for Structures Work		X	
5	285			Contract Change Order Administration		X	
		05		Contract Change Order Process		X	
		05		Need for Contract Change Order Determination		X	
		10		Draft Contract Change Order		X	
		15		Contract Change Order Approval		X	
		20		Payments for Contract Change Order Work		X	
		10		Functional Support		X	
		05		Field Surveys for Contract Change Order		X	
		10		Staking for Contract Change Order		X	
		15		Other Functional Support		X	
5	290			Resolve Contract Claims		X	
		05		Analysis of Notices of Potential Claims		X	
		10		Supporting Documentation and Responses to Notices of Potential Claims		X	
		15		Reviewed and Approved Claim Report		X	
		20		District Claim Meeting or Board of Review		X	

		25		Arbitration Hearing		X	
		30		Negotiated Claim Settlement		X	
		35		Technical Support		X	
5	295			Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
		05		Processed Estimate After Acceptance		X	
		10		Proposed Final Contract Estimate		X	
		15		As-Built Plans		X	
		20		Project History File		X	
		25		Final Report		X	
		30		Processed Final Estimate		X	
		35		Certificate of Environmental Compliance		X	
		40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X	
		45		Post-Construction Traffic Operations Activities		X	
			05	Speed Survey Records		X	
			05	Speed Survey		X	
			10	Signed Speed Survey		X	
			10	Commission TMS Elements		X	
		99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X	
4	300			FINAL RIGHT OF WAY ENGINEERING		X	
		05		Right of Way Monumentation		X	
			05	Right of Way Monumentation Survey		X	
			10	Filed Monumentation Record of Survey		X	
			10	Trial Exhibits and Testimony		X	
			25	Relinquishment and Vacation Maps		X	
			30	Deed Package for Excess Land Transactions		X	
			35	Right of Way Record Map		X	