

## **COOPERATIVE AGREEMENT**

### **Project Study Report – Project Development Support (PSR-PDS)**

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

City of Lancaster, 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 Government Code 65086.5.
2. CITY desires that a project initiation document (PID) be developed for future bridge widening and improvements to ramps, roadway and traffic lights on Route 14 at Avenue M between 10th Street West and 20th Street West within the SHS, referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is only applicable for a Project Study Report-Project Development Support (PSR-PDS) PID.
4. CITY requests CALTRANS to develop the PID and CITY is willing to fund one hundred percent (100%) of the costs and fees of the PID and the costs to reimburse CALTRANS using Measure R funds.

CALTRANS will develop, review and approve the PID as reimbursed work.

5. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

#### **DEFINITIONS**

**The terms and phrases used in this Agreement shall have the following meanings:**

**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.

**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 parties.

**SCOPE SUMMARY** – The document in which each PARTNER designates its responsibility for the completion of specific work elements as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. The Scope Summary is attached hereto as Exhibit "A" and incorporated herein by reference.

### **ROLES AND RESPONSIBILITIES**

6. CALTRANS will prepare a PID for PROJECT at CITY's sole cost and expense and at no cost to CALTRANS.
7. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement by reference. CITY will complete the work elements assigned to it on the SCOPE SUMMARY, attached hereto as Exhibit "A" and incorporated herein by reference. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).
8. CALTRANS has no obligation to perform work if funds to perform work are withheld or unavailable.

### **INVOICE AND PAYMENT**

9. CITY agrees to pay CALTRANS an amount not to exceed \$350,000.
10. CALTRANS will draw from any CALTRANS-administered state and/or federal funds that CITY has committed to CALTRANS for this PROJECT.
11. The cost of any engineering support performed by CALTRANS will be charged according to current law.
12. CALTRANS shall submit to CITY an initial billing in the amount of \$78,000 after execution of this Agreement and prior to commencement of any work performed by CALTRANS. Said initial billing represents two months' estimated costs for work performed by CALTRANS.

Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

13. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs accompanied by reasonably detailed descriptions of services performed. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
14. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
15. 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.
16. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

#### **GENERAL CONDITIONS**

17. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
18. If HM-1 or HM-2 is found within the PROJECT limits, CALTRANS will notify CITY.
19. 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.
20. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
21. 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.
22. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way and will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

23. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
24. Neither CITY nor any elected official, officer, employee, agent or representative 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 and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
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, its contractors, sub-contractors, 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 and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this Agreement.
26. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
27. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual 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:**

Ravi Ghate, Project Manager  
100 S. Main Street  
Los Angeles, CA 90012

Office Phone: (213) 897-5593  
Email: Ravi.Ghate@dot.ca.gov

**The primary Agreement contact person for CITY is:**

Marissa Diaz, Senior Civil Engineer  
44933 Fern Avenue  
Lancaster, CA 93536

Office Phone: (661) 945-6864  
Email: mdiaz@cityoflancasterca.gov

**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 LANCASTER

By: \_\_\_\_\_  
Carrie L. Bowen  
District Director

By: \_\_\_\_\_  
Mark V. Bozigian  
City Manager

**Certified as to funds:**

**Attest:**

By: \_\_\_\_\_  
Paul Kwong  
District Budget Manager

By: \_\_\_\_\_  
Geri K. Bryan, CMC  
City Clerk

**Approved as to form and procedure:**

By: \_\_\_\_\_  
Allison E. Burns, Esq.  
City Attorney

## EXHIBIT A SCOPE SUMMARY

Descriptions of the activities have been modified for the purposes of this Cooperative Agreement and no longer correlate with the original WBS activities.

WORK ELEMENT	CITY	CALTRANS	N/A
0.100.05.05.xx - Quality Management Plan			X
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase			X
0.100.05.10.xx - Independent Quality Assurance (IQA)	X		
0.100.05.10.xx - Project Development Team Meetings	X	X	
1.150.05.05 - Review of Existing Reports Studies and Mapping	X	X	
1.150.05.10 - Geological Hazards Review		X	
1.150.05.15 - Utility Search	X	X	
1.150.05.20 - Environmental Constraints Identification		X	
1.150.05.25 - Traffic Forecasts/Modeling		X	
1.150.05.30 - Surveys and Maps for PID		X	
1.150.05.35 - Problem Definition		X	
1.150.05.45 - As-Built Centerline and Existing Right of Way		X	
1.150.10.05 - Public/Local Agency Input	X	X	
1.150.15.05 - Right of Way Conceptual Cost Estimate		X	
1.150.15.10 - Utility Relocation Requirements Assessment		X	
1.150.15.15 - Railroad Involvement Determination		X	
1.150.15.25 - Review existing Materials Report		X	
1.150.15.35 - Multimodal Review		X	
1.150.15.40 - Hydraulic Review		X	
1.150.15.50 - Traffic Engineering Performance Assessment		X	
1.150.15.55 - Construction Estimates		X	
1.150.20.05 - Initial Noise Study		X	
1.150.20.10 - Hazardous Waste Initial Site Assessment		X	
1.150.20.15 - Scenic Resource and Landscape Architecture Review		X	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		X	
1.150.20.50 - Initial Water Quality Studies		X	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		X	
1.150.20.65 - Initial Paleontology Study		X	
1.150.25.05 - Draft PID		X	
1.150.25.20 - PID Circulation, Review, and Approval		X	
1.150.25.25 - Storm Water Data Report		X	
1.150.35 - Required Permits During PID Development		X	
1.150.40 - Permit Identification During PID Development		X	
1.150.45 - Base Maps and Plan Sheets for PID		X	