

CITY OF SANTA ROSA  
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL

SUBJECT: COOPERATIVE AGREEMENT WITH CALTRANS FOR  
RIGHT OF WAY ACTIVITIES FOR WIDENING COLLEGE  
AVENUE BETWEEN MORGAN STREET AND CLEVELAND  
AVENUE

STAFF PRESENTER: CLAY THISTLE, ASSOCIATE CIVIL ENGINEER  
TRANSPORTATION AND PUBLIC WORKS DEPARTMENT

AGENDA ACTION: RESOLUTION

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ISSUE(S)

Should the Council, by resolution, 1) approve the Cooperative Agreement between the State of California and the City of Santa Rosa for right of way activities for widening College Avenue between Morgan Street and Cleveland Avenue (including authorizing the City to contribute and the State to accept \$330,000 for the purchase of right of way) and 2) authorize the Mayor to sign the Cooperative Agreement?



COUNCIL GOALS/STRATEGIES

*Goal 1. Create a Strong, Sustainable Economic Base*

The widening of College Avenue between Morgan Street and Cleveland Avenue will enhance vehicle, pedestrian and bicycle access across the Highway 101 corridor enhancing access to a number of significant commercial facilities.

BACKGROUND

1. The Route 101 HOV Widening – Route 12 to Steele Lane project was originally designed to include not only the widening of Highway 101 with High Occupancy Vehicle (HOV) lanes, but also significant interchange improvements at Highway 12, Downtown, College Avenue and Steele Lane. The interchange improvements at College Avenue were to include the widening of College Avenue between Morgan Street and Cleveland Avenue.
2. As the Lead Agency Caltrans approved the Route 101 HOV Widening – Route 12 to Steele Lane Environmental Impact Report pursuant to CEQA and the Findings of No Significant Impact pursuant to NEPA on December 3, 2003.

3. In June 2005, due to limited funding, the originally planned widening of College Avenue between Morgan Street and Cleveland Avenue as part of the Route 101 HOV Widening – Route 12 to Steele Lane project was postponed.
4. The HOV project has since been completed, and the widening of College Avenue between Morgan Street and Cleveland Avenue is tentatively scheduled to begin construction as soon as October 2013.
5. The City has an interest in the widening of College Avenue between Morgan Street and Cleveland Avenue. The proposed project will add a westbound travel lane, a left turn pocket for vehicles turning left onto the northbound Highway 101 on-ramp, and eastbound and westbound bike lanes. This will provide a much needed improvement to the existing undersized portion of College Avenue and enhance pedestrian and bicycle travel across the Highway 101 corridor.
6. The widening of College Avenue between Morgan Street and Cleveland Avenue is a Caltrans Project with portions of the project located in both Caltrans and City right of way.
7. The City routinely enters in cooperative agreements with Caltrans to construct improvements in Santa Rosa along the State right of way.
8. Caltrans has acquired all necessary right of way required for construction of the project in the name of the State of California and will convey to the City portions of right of way upon completion of the project. Excess land will remain with the State.

### ANALYSIS

1. The total project is expected to cost approximately \$6.7 million, with the City contributing \$330,000.
2. The City's contribution will be funded by IFAS Key 17432, College Avenue Widening – Caltrans Oversight, which currently has sufficient funds from the Public Facilities Infrastructure Fee Fund, the Capital Facilities Fee Fund and Gas Tax.
3. The Cooperative Agreement has been reviewed and approved by the City Attorney.

### RECOMMENDATION

It is recommended by the Transportation and Public Works Department that the Council, by resolution, 1) approve the Cooperative Agreement between the State of California and the City of Santa Rosa for right of way activities for widening College Avenue between Morgan Street and Cleveland Avenue (including authorizing the City to

contribute and the State to accept \$330,000 for the purchase of right of way) and 2) authorize the Mayor to sign the Cooperative Agreement. Funding for this project has been appropriated to JL Key 17432. The source of funds are local transportation funds. No City General Fund money is included in this project

Author: Clay Thistle, Associate Civil Engineer

Attachment: Cooperative Agreement

## 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 Santa Rosa, a body politic and municipal corporation of the State of California, referred to as CITY.

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and CITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

### RECITALS

1. California Streets and Highways Code sections 100.25, 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within and outside the State Highway System (SHS) right of way.
2. This agreement outlines the terms and conditions of cooperation between PARTNERS to perform and complete the right of way activities to improve traffic operations by widening College Avenue between Morgan Street and Cleveland Avenue in the City of Santa Rosa as part of the Route 101 corridor widening.

For the purpose of this agreement, improvement of traffic operations by widening College Avenue between Morgan Street and Cleveland Avenue will be referred to as PROJECT. All responsibilities assigned in this agreement to perform and complete the right of way component of PROJECT will be referred to as OBLIGATIONS.

3. There are no prior PROJECT-related cooperative agreements.
4. Prior to this agreement, CALTRANS developed the Project Initiation Document and the Project Report.
5. CALTRANS signed and approved the Environmental Impact Report pursuant to CEQA and the Findings of No Significant Impact pursuant to NEPA on December 3, 2003.
6. The estimated date for OBLIGATION COMPLETION is December 31, 2014.
7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

## **RESPONSIBILITIES**

9. CALTRANS is SPONSOR for 100% of PROJECT.
10. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. 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.
11. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
12. CALTRANS and CITY will each be a FUNDING PARTNER for this agreement. Their funding commitments are defined in the FUNDING SUMMARY.
13. CALTRANS is the CEQA lead agency for PROJECT.
14. CALTRANS is the NEPA lead agency for PROJECT.
15. CALTRANS is the IMPLEMENTING AGENCY for R/W.

## **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. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
18. Either PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by the other PARTNER. Observation does not constitute authority over those OBLIGATIONS.
19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
21. 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 a "public work" (section 1720(a)(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.

22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
23. 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 WORK without an encroachment permit issued in their name.

24. If either PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify the other 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.
25. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

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.

26. If any 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 records.
27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
29. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with owner(s) of the parcel(s) on which the HM-1 is found.

30. 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-2 MANAGEMENT ACTIVITIES.
31. 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.
32. 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.
33. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
34. Upon OBLIGATION COMPLETION, ownership and 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 of title to any materials or equipment constructed or installed outside SHS right of way.

35. 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.
36. 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 the other PARTNER until after PARTNERS confer on claim.
37. 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 provide billing and payment support.
38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principals and requirements apply to all funding types included in this agreement.
39. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

<b>Applicable Cost Principles and Administration Requirements</b>		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
<b>Organization Type</b>	<b>Cost Principles</b>	<b>Administrative Requirements</b>
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
<b>CFR (Code of Federal Regulations)</b>		
<b>OMB (Office of Management and Budget)</b>		
<b>Related URLs:</b>		
• Various OMB Circular:	<a href="http://www.whitehouse.gov/omb/grants_circulars">http://www.whitehouse.gov/omb/grants_circulars</a>	
• Code of Federal Regulations:	<a href="http://www.gpoaccess.gov/CFR">http://www.gpoaccess.gov/CFR</a>	

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, 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 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 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 dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.



43. 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 Administrative Manual*.
44. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other manner permitted by law.
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 CITY.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

46. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK 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**

49. PARTNERS agree that there are no environmental permits, approvals and/or agreements necessary for PROJECT. If PARTNERS later determine that environmental permits, approvals and/or agreements are necessary for PROJECT, PARTNERS will amend this agreement to ensure completion and implementation of all necessary environmental permits, approvals and/or agreements.

**Scope: Right of Way (R/W)**

50. CALTRANS will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

51. CALTRANS will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
52. CALTRANS will provide verification of its arrangements for the protection, relocation, or removal of all conflicting facilities and that such work will be completed prior to construction contract award or as otherwise stated in the PROJECT plans, specifications, and estimate. This verification must include references to all required SHS encroachment permits.
53. CALTRANS will perform all right of way activities.
54. CALTRANS will acquire all necessary right of way required for construction of PROJECT in the name of the State of California and convey to CITY the portion of right of way necessary for PROJECT, excluding utility easements, which CALTRANS will convey to utility owners. Excess land, if any will remain with the State. Conveyances from CALTRANS to CITY shall not occur until after the date of Construction Contract Acceptance (CCA). CITY will accept such conveyances in the manner in which they were acquired by the State, whether in fee title or easement.
55. CALTRANS will provide a Right of Way Certificate prior to PROJECT advertisement.
56. All right of way conveyances must be completed prior to OBLIGATION COMPLETION.
57. The California Transportation Commission will hear Resolutions of Necessity.

### COST

#### **Cost: General**

58. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
59. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
60. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
61. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT COST as part of CONSTRUCTION SUPPORT.

62. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.
63. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.
64. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
65. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
66. 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.
67. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
68. CALTRANS will provide encroachment permits at no cost.
69. 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. That PARTNER will indemnify and defend each other PARTNER.
70. 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.

71. 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 the Program Functional Rate. Local funds are subject to the Program Functional Rate and the Administration Rate.
72. If any PARTNER reimburses another PARTNER for any costs later determined to be unallowable, the PARTNER that received the reimbursement will reimburse those funds.
73. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS COST.

74. 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 the right of way in a safe and operable condition, IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

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

75. 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.

76. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

**Cost: Right of Way (R/W) Support**

77. The cost to perform R/W activities shown under SCOPE SUMMARY whether inside or outside SHS right of way will be determined in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

**Cost: Right of Way (R/W) Capital**

78. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice CITY for \$330,000 upon execution of this agreement.

79. CALTRANS will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way 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.

**SCHEDULE**

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

**GENERAL CONDITIONS**

81. 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 signatory to this agreement resides.
82. 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.
83. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
84. 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, 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 under this agreement.

85. 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, 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 under this agreement.

86. 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.

87. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
88. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
89. 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.
90. 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.
91. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
92. 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 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. 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.

93. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
94. If any provisions in this agreement are deemed 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 PARTNERS will automatically sever those provisions from this agreement.

95. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
96. 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.
97. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
98. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.  
  
However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
99. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

### **DEFINITIONS**

**CALTRANS** – The California Department of Transportation

**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

**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.

**COST** – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

**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](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

**FUNDING SUMMARY** – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the 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 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 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.



**NEPA (National Environmental Policy Act of 1969)** – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**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.

**OBLIGATIONS COST** – See COST.

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

**PARTNER** – Any individual signatory party to this agreement.

**PARTNER COST** – See COST.

**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 partners.

**PROJECT** – The undertaking to improvement of traffic operations by widening of College Avenue between Morgan Street and Cleveland Avenue.

**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 appraise, acquire, manage, and dispose of real property.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of real property, relocation assistance program (RAP), and utility relocation.
- **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 COST** – See COST.

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

**PS&E (Plans, Specifications, and Estimate)** – See PROJECT COMPONENT.

**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.

**R/W (Right of Way) CAPITAL** – See PROJECT COMPONENT.

**R/W (Right of Way) SUPPORT** – See PROJECT COMPONENT.

**SAFETEA-LU** – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT 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>.

**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.

**WORK** – All scope activities included in this agreement.

**CONTACT INFORMATION**

The information provided below indicates the primary contact data 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:

Eric Schen, Project Manager - Sonoma County

111 Grand Avenue

Oakland, California 94126

Office Phone: (510) 286-4785

Email: eric\_schen@dot.ca.gov

The primary agreement contact person for CITY is:

Richard Moshier, Director of Transportation and Public Works

69 Stony Circle

Santa Rosa, California 95401

Office Phone: (707) 543-3838

**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 SANTA ROSA

By: \_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director, Design

By: \_\_\_\_\_  
Mayor

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kevin M. Strough  
District Budget Manager

By: \_\_\_\_\_  
Office of the City Attorney

**SCOPE SUMMARY**

4	5	6	7	Description	CT	CITY	N/A
4				<b>Right of Way - 195 200 220 225 245 300</b>	X		
	195			Right Of Way Property Management And Excess Land	X		
		40		Property Management	X		
		45		Excess Land	X		
			05	Excess Lands Inventory	X		
			10	Excess Land Appraisal And Public Sale Estimate	X		
			15	Administering Government Code Section 54235			
			25	Property Disposal Of Unit Between \$15	X		
	200			Coordinate Utilities	X		
		05		Perform Preliminary Utility Verification	X		
		10		Determine Utility Locations [Potholing] And Prepare Conflict Maps	X		
		15		Utility Conflict Resolution	X		
		20		Implement Utility Relocation Plan	X		
		25		Manage The Utility Relocation	X		
	220			Perform Right Of Way Engineering	X		
		05		Retrace And Perpetuate Existing Land Net For RW Acquisition	X		
		10		Prepare Land Net Map	X		
		15		Prepare Right Of Way Maps	X		
		20		Prepare Acquisition Document	X		
		25		Prepare Deeds Package To Fulfill Contract Obligations	X		
		30		Perform Right Of Way Revisions	X		
	225			Obtain Right Of Way Interests For Project Right Of Way Certification	X		
	245			Post Right Of Way Certification Work	X		
	300			Perform Final Right Of Way Engineering Activities	X		

**FUNDING SUMMARY**

<b>Funding Source</b>	<b>Funding Partner</b>	<b>Fund Type</b>	<b>R/W Capital</b>	<b>R/W Support</b>	<b>Subtotal Funds Type</b>
STATE	CALTRANS	STIP/IIP	\$1,000,000	\$0	\$1,000,000
STATE	CITY	STIP/RIP	\$3,100,000	\$550,000	\$3,650,000
LOCAL	CITY	Local Funds	\$330,000	\$0	\$330,000
		Subtotals by Component	\$4,430,000	\$550,000	\$4,980,000