

COOPERATIVE AGREEMENT
State Independent Quality Assurance (IQA)

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 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, modify and reconstruct the existing US 101/Hearn Avenue Interchange in Sonoma County will be referred to hereinafter as PROJECT.
3. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.
4. This Agreement includes the following PROJECT COMPONENTS:
 - Project Approval and Environmental Document (PA&ED)
5. CITY plans to fund its scope activities using local Measure M Funds or other local funds. If other funds such federal or state funds are introduced, PARTNERS agree to amend this Agreement.
6. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
7. Work associated with this PROJECT that has been completed or is in progress:
 - CALTRANS developed the Project Initiation Document (PID) with CITY oversight, which was approved on January 18, 2013 (Cooperative Agreement No. 04-2348).
8. In this Agreement capitalized words represent defined terms and acronyms.
9. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

10. CITY is SPONSOR for 100% of PROJECT.
11. CITY is the only FUNDING PARTNER for this Agreement. The funds to be used are CITY's local funds (non state and non federal).
12. CITY is the IMPLEMENTING AGENCY for:
 - Project Approval and Environmental Document (PA&ED)
13. CALTRANS is the CEQA lead agency for PROJECT.
14. CALTRANS is the NEPA lead agency for PROJECT.
15. CITY will prepare the environmental documentation for the PROJECT.
16. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right-of-way. CALTRANS will perform its Quality Control/Quality Assurance Program (QC/QAP) process review for environmental documentation. CALTRANS will provide IQA and QC/QAP at no cost to CITY.

SCOPE

Scope: General

17. CITY will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
18. 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.
19. CITY will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
21. If WORK is done under contract (not completed by CITY's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)), CITY 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. 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.

23. If CITY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and CITY will notify CALTRANS 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.
24. 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.

25. 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.
26. If HM-1 or HM-2 is found during any PROJECT COMPONENT, CITY will immediately notify CALTRANS.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

33. CITY will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
34. If CITY funds any part of OBLIGATIONS with state or federal funds administered by CALTRANS then the following will apply to all funding types included in this Agreement:

CITY will maintain, and will ensure that any party hired by CITY 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.

CITY 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 federal administrative requirements outlined in 49 CFR Part 18.

PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.

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 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 mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

CITY will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.

Any other party hired to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual Chapter 10, Section 10.1*.

35. If WORK stops for any reason, CITY will place PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
36. If WORK stops for any reason, CITY 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 CITY's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
37. CITY will furnish CALTRANS with all relevant deliverables and history files within one hundred eighty (180) days following the completion of each PROJECT COMPONENT.

Scope: Environmental Permits, Approvals and Agreements

38. 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	COORD.	PREPARE	OBTAIN	IMPLEMENT	RENEW	AMEND
404 USACOE	CITY	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY
RWQCB State Waste Discharge Rqmts (Porter Cologne)	CITY	CITY	CITY	CITY	CITY	CITY
FESA Section 7 USFWS	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
FESA Section 7 NOAA/NMFS	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
EFH - NOAA/NMFS	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
Coastal Development Permit CCC	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
BCDC Permit	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
Fed. Coastal Zone Mgt. Act Consist. Determ. BCDC	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
1602 DFG	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
2080.1 DFG	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
2081 DFG	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
Air Quality Permits	CITY	CITY	CITY	CITY	CITY	CITY

Scope: Project Approval and Environmental Document (PA&ED)

California Environmental Quality Act (CEQA)

38. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
39. CEQA environmental documentation will follow CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.
40. CITY will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
41. Any portion of the CEQA environmental documentation prepared by CITY, including any studies and reports, will be submitted to CALTRANS for review, comment, and approval at appropriate stages of development prior to public availability.
42. CITY will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to CALTRANS for review, comment, and approval prior to publication and circulation.
43. CITY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to CALTRANS for review, comment, and approval at least 10 working days prior to the public meeting date.
44. The CEQA lead agency will attend all CEQA-related public meetings.

National Environmental Policy Act (NEPA)

45. Pursuant to Chapter 3 of title 23, United States Code (23 U.S.C 326) and 23 U.S.C 327, CALTRANS is the NEPA lead agency for the PROJECT and is responsible for NEPA compliance.
46. Any NEPA environmental documentation prepared by CITY will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the Standard Environmental Reference (SER available at <http://www.dot.ca.gov/ser/>).
47. CITY will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.

48. NEPA environmental documentation prepared by CITY (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will be submitted to CALTRANS for review, comment, and approval prior to public availability.
49. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

50. The NEPA lead agency will attend all NEPA-related public meetings.
51. If CITY holds a public meeting about PROJECT, CITY must clearly state its role in PROJECT and identify the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

CITY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If CITY makes any changes to the materials, it will allow the appropriate lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

CALTRANS maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. CALTRANS has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

52. Any PARTNER preparing environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

COST

Cost: General

53. All costs associated with completing the PROJECT, except where otherwise noted in this agreement, are the responsibility of CITY including, but not limited to:
 - Public meetings.
 - Environmental commitments and compliance.
 - Obtaining, implementing and renewing resource agency permits.
 - Preparing, publicizing, and circulating all CEQA and NEPA related public notices.
 - Planning, scheduling, and hosting all CEQA and NEPA related public hearings.

54. 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.
55. 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.
56. 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.
57. 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.

58. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

SCHEDULE

59. CITY will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

60. 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.
61. 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.
62. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.

63. 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.

64. 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.

65. 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.
66. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
67. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
68. 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.
69. 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.
70. 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.

71. 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.
72. 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 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.

73. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
74. 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.
75. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
76. 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.
77. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
78. PARTNERS agree to sign 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.

DEFINITIONS

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 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.

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 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 – A document separate from this Agreement that documents the details of funding and billing/payment arrangements. Details include, but are not limited to, fund source, fund type, payment method, invoice frequency, deposit amounts and PROJECT COMPONENT 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 results in WORK that is in accordance with the applicable standards and the PROJECT'S Quality Management Plan (QMP). IQA does not include any work elements necessary to develop or deliver WORK, and with the exception of a few activities in Design and Construction, IQA does not include any validation by verifying or rechecking WORK performed by another PARTNER.

NEPA (National Environmental Policy Act of 1969) – This federal act 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.

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

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT.

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.

PSA (Program Supplement Agreement) – The document executed for PROJECT between CITY and the Caltrans' Division of Local Assistance that authorizes payment and billing to occur with locally sponsored state and federal funds..

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) – Per NEPA assignment CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (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 statute and Guideline requirements.

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 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:

Lilian A. Acorda, Project Manager
111 Grand Avenue
Oakland, CA 94612
Office Phone: (510) 286-4927
Email: lacorda@dot.ca.gov

The primary Agreement contact person for CITY is:

David Vandever, Associate Civil Engineer
69 Stony Circle
Santa Rosa, CA 95405
Office Phone: (707) 543-4521
Email: DVandever@srcity.org

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: _____
Kathleen A. Millison
City Manager


CERTIFIED AS TO FUNDS:

ATTEST:

By: _____
Kevin M. Strough
District Budget Manager

By: _____
City Clerk

APPROVED AS TO FORM AND
PROCEDURE:

By: 
Angela Casagrande
Assistant City Attorney