

H146281

DUPLICATE ORIGINAL

IP-SD-56-0.0-9.7  
Project Number: 1100000364  
EA: 00260  
Agreement 11 - 0685

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

This Agreement, effective on — MAR 25 2014, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of San Diego, 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 and the California Streets and Highway Code Sections 114 and 130.
2. CITY desires that a project initiation document (PID) is developed for the phased design and construction of two lanes, one eastbound and one westbound, and operational improvements on State Route 56 (SR 56) from the Junction of Interstate 5 (I-5) to the Junction of Interstate 15 (I-15) within the SHS and is 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. California Government Code section 65086.5 authorizes CALTRANS (i) to prepare PIDs for projects by local agencies or (ii) to review and approve all PIDs developed by others as reimbursed work.
5. 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 but not to exceed \$450,000.
6. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

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OFFICE OF THE CITY CLERK SAN DIEGO, CALIFORNIA	

#### ROLES AND RESPONSIBILITIES

7. CALTRANS will prepare a PID for PROJECT at CITY's sole cost and expense and at no cost to CALTRANS.
8. 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. 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).

9. CALTRANS has no obligation to perform work if funds to perform work are withheld or unavailable.

### **INVOICE AND PAYMENT**

10. CITY agrees to pay CALTRANS an amount not to exceed \$450,000 to complete PID.
11. CALTRANS will draw from any CALTRANS administered state and/or federal funds that CITY has committed to CALTRANS for this PROJECT.
12. The cost of any engineering support performed by CALTRANS will be charged according to current law.
13. CALTRANS will invoice CITY for a \$100,000 initial deposit after execution of this Agreement and forty-five (45) working days prior to the commencement of PROJECT expenditures.
14. Thereafter, CALTRANS will submit to CITY quarterly invoices accompanied by reasonable descriptions of the services performed during the preceding quarter, the fees, and the related expenses. CALTRANS will also notify CITY in writing once cumulative expenditures reaches \$360,000, which is eighty percent (80%) of \$450,000, and prior to exceeding \$450,000.
15. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
16. 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.
17. 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.
18. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
19. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

**GENERAL CONDITIONS**

20. 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.
21. If HM-1 or HM-2 is found within the PROJECT limits, CALTRANS will notify CITY.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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 or 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, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
28. 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 or 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, including, but not limited to, tortious, contractual, inverse

condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.

29. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
30. This Agreement will terminate 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.

## DEFINITIONS

**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 attachment 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>.

## 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:**

Jesus Vargas, Project Manager  
4050 Taylor Street  
San Diego, CA 92110

Office Phone: (619) 688-3157  
Email: [chi\\_vargas@dot.ca.gov](mailto:chi_vargas@dot.ca.gov)

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

Brad Johnson, Senior Civil Engineer  
600 B Street, Suite 800  
San Diego, CA 92101

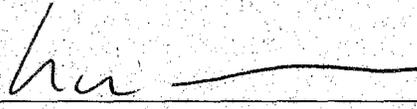
Office Phone: (619) 533-5120  
Email: [BJohnson@sandiego.gov](mailto:BJohnson@sandiego.gov)

**SIGNATURES**

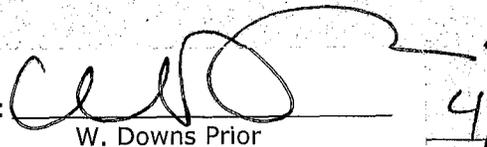
PARTNERS declare that:

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.

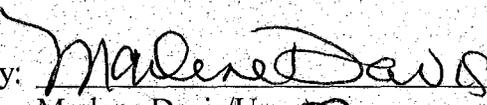
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:   
LAURIE BERMAN  
District Director

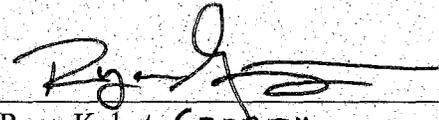
CITY OF SAN DIEGO

By:  4/16/14  
W. Downs Prior  
Principal Contract Specialist  
Public Works Contracting

**Certified as to funds:**

By:   
Marlene Davis/Up   
District Budget Officer

**Approved as to form and procedure:**

By:   
Ryan Kohut GERRITY  
Deputy City Attorney

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**SCOPE SUMMARY****CT=CALTRANS****CI=CITY****N/A=Not applicable**

<b>WORK ELEMENT</b>	<b>CT</b>	<b>CI</b>	<b>N/A</b>
0.100 - Project Management for Develop Project Initiation Document (PSR-PDS)	X		
0.100.05.05 - Quality Management Plan	X		
0.100.05.05 - Risk Management Plan	X		
0.100.05.05 - Communication Plan	X		
0.100.05.10 - Project Development Team Meetings	X		
0.100.05.35 - Co-op Agreement for PSR-PDS Reimbursement	X		
0.100.10.35 - Co-op Agreement for PA&ED Phase			X
1.150 - Develop Project Initiation Document (PSR-PDS)	X		
1.150.05 - Transportation Problem Definition and Site Assessment	X		
1.150.05.05 - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Provision of Existing Geological Information	X		
1.150.05.15 - Provision of Existing Utility Information	X		
1.150.05.20 - Provision of Environmental Constraints Information	X		
1.150.05.25 - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition (get & document consensus on P&N statement)	X		
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.50 - District Geotechnical Information Scan			X
1.150.05.90 - Independent Quality Assurance (IQA) Process			X
1.150.10 - Initial alternatives Development (PSR-PDS - Develop alternatives)	X		
1.150.10.05 - Public/Local Agency Input (PSR-PDS)		X	
1.150.15 - Alternatives Analysis	X		
1.150.15.05 - Right of Way Assessment	X		
1.150.15.10 - Utility Assessment	X		
1.150.15.15 - Railroad Involvement and Assessment			X
1.150.15.25 - Preliminary Materials Report (PSR-PDS - Preliminary Materials Information)			X
1.150.15.35 - Multimodal Considerations (see Pre-PID Scoping Checklist)	X		
1.150.15.40 - Hydraulic Assessment			X
1.150.15.50 - Traffic Studies (PSR-PDS Preliminary Traffic Engineering Assessment)	X		
1.150.15.55 - Construction Estimates (PSR-PDS)	X		
1.150.20 - Preliminary Environmental Analysis Report	X		
1.150.20.05 - Initial Noise Study (PSR-PDS - Existing Noise Information)			X
1.150.20.10 - Hazardous Waste Initial Site Assessment (PSR-PDS - Existing Hazardous Waste Information)			X
1.150.20.15 - Scenic Resource and Landscape Architecture Review (PSR-PDS - Existing Scenic Resource and Landscape Information)			X
1.150.20.30 - Initial Records & Literature Search for Cultural Resources (PSR-PDS - Existing Records & Literature Search for Cultural Resources)	X		
1.150.20.55 - Initial Floodplain Study (PSR-PDS - Existing Floodplain Study)			X

<b>WORK ELEMENT</b>	<b>CT</b>	<b>CI</b>	<b>N/A</b>
1.150.20.60 - Preliminary PEAR Preparation (PSR-PDS)	X		
1.150.20.65 - Initial Paleontology Study (PSR-PDS - Existing Paleontology)			X
1.150.25 - Approve PID (PSR-PDS)	X		
1.150.25.05 - Draft PID (PSR-PDS - Complete PID)	X		
1.150.25.20 - PID Circulation, Review, and Approval (PSR-PDS)	X		
1.150.25.25 - Storm Water Data	X		
1.150.35 - Required Right of Entry during Project Initiation Documents Development			X
1.150.40 - Permit Identification During Project Initiation Documents Development	X		
1.150.45 - Base Maps for PSR-PDS	X		