DUPLICATE

11-SD-56-14.3/15.5
Project Number: 1114000049
EA: 40460
Agreement 11 - 11-8344A

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

OCT 01 2013

This Agreement, effective on _____, 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 a 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 Streets and Highways Code Sections 114 and 130.

2. CITY desires that a project initiation document (PID) is developed for design and construction of a new overcrossing on State Route 56 (SR-56) at Torrey Meadows Drive 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 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.

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

ROLES AND RESPONSIBILITIES

6. CITY will develop the PID and will fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If in the future CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review. The PID shall be signed on behalf of the CITY by a Civil Engineer registered in the State of California.

7. CALTRANS will review and approve the PID prepared by CITY; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps; will actively participate in the Project Delivery Team (PDT) meetings; and will complete any work elements identified in the SCOPE SUMMARY of this Agreement. All CALTRANS' activities will be done as reimbursed work.

RR-308467
DOCUMENT NO. OCT 01 2013
FILED_____
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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 listed in the Workplan Standards Guide for the Delivery of Capital Projects that can be accessed at www.dot.ca.gov/hq/projmgmt/guidance.htm.

9. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.

10. CALTRANS will complete a review of the draft PID and provide its comments to CITY within 60 calendar days from the date CALTRANS received the draft PID from CITY. CITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by CITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from CITY.

11. After CITY revises the PID to address all of CALTRANS' comments and submits the PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the PID within 30 calendar days from the date CALTRANS received the draft PID from CITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, CITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after CITY provides the required data.

12. CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that quality control/quality assurance (QC/QA) meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by CITY under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.

13. PID preparation, except as set forth in this Agreement, is to be performed by CITY. Should CITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, CITY shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.

14. CALTRANS has no obligation to perform IQA activities if funds to perform the IQA activities are withheld or unavailable.

INVOICE AND PAYMENT

15. CITY agrees to pay CALTRANS, an amount not to exceed $100,000.

16. The cost of any engineering support performed by CALTRANS will be charged according to current law.

17. CALTRANS will invoice CITY for $100,000 after execution of this Agreement.

18. 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.

19. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

20. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice.

GENERAL CONDITIONS

21. 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.

22. If HM-1 or HM-2 is found within the PROJECT limits, CITY will immediately notify CALTRANS.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. If work is done under contract (not completed by CITY's own employees) and is governed by the California Labor Code's definitions of a "public works" (section1720(a)), that 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.

31. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.

32. 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

The following definitions apply to this Agreement.

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:
Lou Melendez, Project Manager
4050 Taylor Street
San Diego, CA 92110

Office Phone: (619) 688-3328
Mobile Phone: (619) 318-8942
Email: Lou.Melendez@dot.ca.gov

The primary Agreement contact person for CITY is:
Jeffrey Manchester, Project Manager, PE, QSD
600 B Street Ste 800 MS 908A
San Diego, CA 92101

Office Phone: (619) 533-4661
Email: jmanchester@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

Certified as to funds:

By: _____
Marlene Davis
District Budget Manager

CITY OF SAN DIEGO

By: _____

Approved as to form and legality:

By: _____
City Attorney/Deputy City Attorney

R - 308467

SCOPE SUMMARY

WORK ELEMENT	CALTRANS	CITY	N/A
0.100.05.05.xx - Quality Management Plan		X	
0.100.05.05.xx - Risk Management Plan		X	
0.100.05.05.xx - Communication 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	
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review		X	
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search		X	
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification		X	
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling		X	
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PID		X	
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition		X	
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information	X		
1.150.10.05 - Public/Local Agency Input		X	
1.150.15.05 - Right of Way Data Sheets		X	
1.150.15.10 - Utility Relocation Requirements Assessment		X	
1.150.15.15 - Railroad Involvement Determination		X	
1.150.15.25 - Preliminary Materials Report		X	
1.150.15.35 - Multimodal Review		X	
1.150.15.40 - Hydraulic Review		X	
1.150.15.50 - Traffic Studies		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	

WORK ELEMENT	CALTRANS	CITY	NA
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	

(R-2014-150)

RESOLUTION NUMBER R- 308467

DATE OF FINAL PASSAGE OCT 15 2013

ITEM #100
10/1/13

RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO TO AUTHORIZE A COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION (CALTRANS), FOR TORREY MEADOWS DRIVE (FORMERLY STREET 'B') OVERCROSSING DESIGN WORK IN THE TORREY HIGHLANDS COMMUNITY AND RESCIND AUTHORIZATION FOR THE PREVIOUSLY APPROVED COOPERATIVE AGREEMENT.

WHEREAS, on April 30, 2013, the City Council adopted Resolution No. R-308126 approving a cooperative agreement, on file in the Office of the City Clerk as Document No. RR-308126-2 (Old Cooperative Agreement), with Caltrans for the Project Initiation Document phase work and oversight for the Torrey Meadows Drive, formerly Street "B," Overcrossing, Project No. T-9 (Project); and

WHEREAS, subsequent to City approval of the Old Cooperative Agreement, Caltrans approved a new format for cooperative agreements and informed the City that Caltrans will not accept the Old Cooperative Agreement, and instead the new format for cooperative agreements must be presented to Council for consideration and approval for the Project (New Cooperative Agreement); NOW, THEREFORE,

BE IT RESOLVED, that the authorization for the prior cooperative agreement pursuant to Resolution No. R-308126, on file in the Office of the City Clerk as Document No. RR-308126-2, is hereby rescinded; and the remaining authorizations and approvals of Resolution No. R-308126 continue in full force and effect.

BE IT FURTHER RESOLVED, that the Council President, in his capacity under Charter section 265(i), or his designee, is authorized and directed to execute, for and on behalf of City,

the New Cooperative Agreement, on file in the Office of the City Clerk as Document No. RR-308467, under the terms and conditions set forth in the New Cooperative Agreement.

APPROVED: JAN I. GOLDSMITH, City Attorney

By
Hilda R. Mendoza
Deputy City Attorney

HRM:als
09/16/2013
Or.Dept:Facilities Financing
Doc. No.: 608253

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 01 2013.

ELIZABETH S. MALAND
City Clerk

By
Deputy City Clerk

Approved pursuant to Charter section 265(i):

(Date)

TODD GLORIA, Council President

Passed by the Council of The City of San Diego on OCT 01 2013, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	☑	☐	☐	☐
Kevin Faulconer	☑	☐	☐	☐
Todd Gloria	☐	☐	☑	☐
Myrtle Cole	☑	☐	☐	☐
Mark Kersey	☐	☐	☑	☐
Lorie Zapf	☐	☐	☑	☐
Scott Sherman	☑	☐	☐	☐
David Alvarez	☑	☐	☐	☐
Marti Emerald	☐	☐	☐	☐

Date of final passage OCT 15 2013.

(Please note: When a resolution is approved by the Council President as interim Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA, COUNCIL PRESIDENT
as interim Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By _____, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 308467

Passed by the Council of The City of San Diego on October 1, 2013 by the following vote:

YEAS:	**LIGHTNER, FACULCONER, COLE, SHERMAN, ALVAREZ, EMERALD.**
NAYS:	**NONE.**
NOT PRESENT:	**GLORIA, KERSEY, ZAPF.**
VACANT:	**NONE.**
RECUSED:	**NONE.**

AUTHENTICATED BY:

TODD GLORIA, COUNCIL PRESIDENT

as Interim Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. **R-308467** approved by the Council of the City of San Diego, California on **October 15, 2013**

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: _____, Deputy