

## **COOPERATIVE AGREEMENT**

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

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

City of Riverside, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

#### **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.
2. CITY desires that a project initiation document (PID) be developed for interchange improvements at State Route 91 (SR-91)/Adams Street overcrossing in the city of Riverside, within the State Highway System (SHS), referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete 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. CITY is willing to develop the PID and is willing to 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.
6. 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.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

## **ROLES AND RESPONSIBILITIES**

8. CITY will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of CITY by a Civil Engineer registered in the State of California.
9. 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. 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).
10. 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.
11. CALTRANS will complete a review of the draft PID and provide its comments to CITY within sixty (60) calendar days from the date CALTRANS receives 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 thirty (30) calendar days from the date CALTRANS received the draft PID from CITY.
12. After CITY revises the PID to address all of CALTRANS' comments and submits a revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS receives the revised draft PID from CITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, CITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after CITY provides the required data.
13. CALTRANS will perform its review and approval in accordance with the provisions 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.

14. 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.

### **INVOICE AND PAYMENT**

15. CITY agrees to pay CALTRANS, an amount not to exceed \$150,000.
16. CALTRANS will draw from state and federal funds that are provided by CITY without invoicing CITY when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
17. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
18. CALTRANS will invoice CITY for a \$15,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
19. Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's expenditures.
20. 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.
21. If an executed Program Supplement Agreement (PSA) or STIP (Statewide Transportation Improvement Program) 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.
22. 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.
23. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
24. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

## **GENERAL CONDITIONS**

25. 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.
26. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, PARTNER will notify CALTRANS within 24 hours of discovery.
27. 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.
28. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of CITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.
29. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
30. 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.
31. 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, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.

32. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this Agreement.
33. 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" (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.
34. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
35. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

## **DEFINITIONS**

**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:**

Awais Sheikh, Project Manager  
464 W. 4th Street, 6th Floor (MS-1229)  
San Bernardino, CA 92401-1400  
Office Phone: (909) 381-5706  
Email: [awais\\_shiekh@dot.ca.gov](mailto:awais_shiekh@dot.ca.gov)

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

Thuy Nguyen, Principal Engineer  
3900 Main Street  
Riverside, CA 92522  
Office Phone: (951) 826-5706  
Email: [tnnguyen@rivesideca.gov](mailto:tnnguyen@rivesideca.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: \_\_\_\_\_  
John Bulinski  
District Director

**Certified as to funds:**

By: \_\_\_\_\_  
Lisa Pacheco  
District Budget Manager

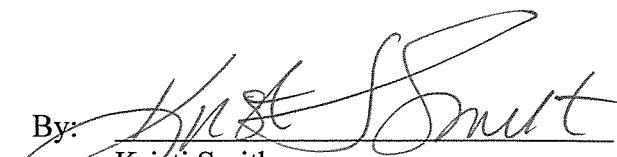
**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
John Russo  
City Manager

**Attest:**

By: \_\_\_\_\_  
Eva Miramontes  
Deputy City Clerk

**Approved as to form and procedure:**

By:   
Kristi Smith  
Chief Assistant City Attorney

## SCOPE SUMMARY

<b>WORK ELEMENT</b>	<b>CALTRANS</b>	<b>CITY</b>	<b>N/A</b>
0.100.05.05.xx - Quality Management Plan	<b>X</b>		
0.100.05.05.xx - Risk Management Plan	<b>X</b>		
0.100.05.05.xx - Communication Plan	<b>X</b>		
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	<b>X</b>		
0.100.05.10.xx - Independent Quality Assurance (IQA)	<b>X</b>		
0.100.05.10.xx - Project Development Team Meetings	<b>X</b>	<b>X</b>	
1.150.05.05 - Review of Existing Reports Studies and Mapping		<b>X</b>	
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	<b>X</b>		
1.150.05.10 - Geological Hazards Review		<b>X</b>	
1.150.05.10.xx - Provision of Existing Geological Information	<b>X</b>		
1.150.05.15 - Utility Search		<b>X</b>	
1.150.05.15.xx - Provision of Existing Utility Information	<b>X</b>		
1.150.05.20 - Environmental Constraints Identification		<b>X</b>	
1.150.05.20.xx - Provision of Environmental Constraints Information	<b>X</b>		
1.150.05.25 - Traffic Forecasts/Modeling		<b>X</b>	
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	<b>X</b>		
1.150.05.30 - Surveys and Maps for PID		<b>X</b>	
1.150.05.30.xx - Provision of Existing Surveys and Mapping	<b>X</b>		
1.150.05.35 - Problem Definition		<b>X</b>	
1.150.05.45 - As-Built Centerline and Existing Right of Way	<b>X</b>		
1.150.05.xx - Provision of Existing District Geotechnical Information	<b>X</b>		
1.150.10.05 - Public/Local Agency Input		<b>X</b>	
1.150.15.05 - Right of Way Data Sheets		<b>X</b>	
1.150.15.10 - Utility Relocation Requirements Assessment		<b>X</b>	
1.150.15.15 - Railroad Involvement Determination		<b>X</b>	
1.150.15.25 - Preliminary Materials Report		<b>X</b>	
1.150.15.35 - Multimodal Review		<b>X</b>	

WORK ELEMENT	CALTRANS	CITY	N/A
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	
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	