

COOPERATIVE AGREEMENT FOR LOCAL IMPROVEMENTS

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, hereinafter referred to as CALTRANS, and:

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

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTIES, pursuant to California Streets and Highways Code Sections 114, 130 and 131 are authorized to enter into a Cooperative Agreement for improvements on State highways within the City of Fort Bragg.
2. For this AGREEMENT, State Route 1 Pudding Creek Bridge Widening & Rail Upgrade Project (PM 51.87), will be referred to hereinafter as CALTRANS PROJECT.
3. CITY has requested to incorporate the work described in the Scope Summary as part of the CALTRANS PROJECT, referred to herein as IMPROVEMENTS and CITY is willing to reimburse all costs associated with it, as documented in the Funding Summary. The Scope Summary and Funding Summary are attached to and made an express part of this Agreement.
4. All obligations and responsibilities assigned in this Agreement to complete the IMPROVEMENTS will be referred to hereinafter as WORK.
5. PARTIES intend to define herein the terms and conditions under which WORK for IMPROVEMENTS are performed and financed.

SECTION I

CALTRANS AGREES:

1. To administer the construction contract for the CALTRANS PROJECT and have the contractor complete the IMPROVEMENTS as a part of the CALTRANS PROJECT.
2. To segregate accumulated charges for all costs to be paid by CITY towards IMPROVEMENTS pursuant to this AGREEMENT.
3. If CALTRANS anticipates that funding will be insufficient to complete WORK, CALTRANS will promptly notify CITY. CALTRANS may be required to stop WORK until additional funding is secured.
4. After PARTIES agree that WORK is complete for the IMPROVEMENTS, 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.

SECTION II

CITY AGREES:

1. To be responsible for establishing the scope of the IMPROVEMENTS, as defined in the Scope Summary.
2. To fund IMPROVEMENTS as provided in the Funding Summary of this AGREEMENT.
3. To make all arrangements and provide CALTRANS' contractor with permits to enter and perform work outside of CALTRANS' right-of-way if such permits are necessary to work on IMPROVEMENTS.

SECTION III

IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
2. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming, and allocation of funds by the California Transportation Commission (CTC).

3. The cost of IMPROVEMENTS 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 administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. CITY's total obligation for IMPROVEMENTS is estimated in the amount of \$1,015,450.
5. CALTRANS will invoice CITY for a deposit of \$100,000 after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of WORK. This deposit represents one (1) month of estimated costs.

Thereafter, CALTRANS will invoice, and CITY will reimburse for actual costs incurred, but not more frequently than once month.

6. CITY will pay invoice(s) within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoice(s) within five (5) calendar days of receipt of invoice.
7. In the event the costs of IMPROVEMENTS exceed the estimate per the terms of AGREEMENT, CALTRANS may submit supplemental billings to CITY requesting additional funds. CALTRANS will provide detailed accounting of all costs with each billing. Should those additional costs remain unpaid, CALTRANS reserves right to stop WORK on IMPROVEMENTS until additional funding is secured or complete IMPROVEMENTS and commence legal means to recover those costs.
8. CITY will accept operation, maintenance and ownership or title to all materials or equipment installed as part of IMPROVEMENTS. CITY, 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 the operation and maintenance of IMPROVEMENTS.
9. HM-1 is 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 the CALTRANS PROJECT or not.

HM-2 is 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 the CALTRANS PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

10. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
11. CALTRANS, independent of the CALTRANS PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

12. CALTRANS is responsible for HM-2 MANAGEMENT within the CALTRANS PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during CALTRANS PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

13. 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.
14. CITY, independent of the CALTRANS PROJECT, is responsible for any HM-1 found within the CALTRANS PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.

CITY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the CALTRANS PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

15. 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 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, 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, its contractors, sub-contractors and/or its agents under this AGREEMENT.

16. 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 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, 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, its contractors, sub-contractors and/or its agents under this AGREEMENT.
17. This AGREEMENT will terminate upon completion of the IMPROVEMENTS and all parties have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a Cooperative Agreement Closure Statement, which is a document signed by parties that verifies the completion of WORK for IMPROVEMENTS.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES 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:

Frank Demling, Project Manager

1656 Union Street

Eureka, CA 95501

Office Phone: (707) 445-6554

Email: frank.demling@dot.ca.gov

The primary Agreement contact person for CITY is:

Diane O'Connor, Assistant City Engineer

416 N Franklin Street

Fort Bragg, CA 95437

Office Phone: (707) 961-2823 Ext 134

Email: doconnor@fortbragg.com

Billing Address: 416 N Franklin Street, Fort Bragg, CA 95437

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

<p>STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION</p> <hr/> <p>Matthew K. Brady District 1 Director</p> <p><u>Verification of funds and authority:</u></p> <hr/> <p>Lori Dusi District Project Control Officer</p>	<p>CITY OF FORT BRAGG</p> <hr/> <p>Tabatha Miller City Manager</p> <p><u>Attest:</u></p> <hr/> <p>Diane O'Connor Assistant City Manager</p> <p><u>Approved as to form and procedure:</u></p> <hr/>
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SCOPE SUMMARY

IMPROVEMENTS

Project Location: District 1, City of Fort Bragg, SR1, Postmile 51.87.

Scope of Work: Water Main Relocation Project

Deliverables: CALTRANS will incorporate Scope of Work (IMPROVEMENT) into CALTRANS PROJECT's construction contract.

FUNDING SUMMARY

IMPROVEMENTS

Fund Source	Fund Type	Project Component	Amount
Local	Local	Construction	\$1,015,450
Total Funds			\$1,015,450
Implementing Agency - CALTRANS			