

## **COOPERATIVE AGREEMENT FOR LOCAL IMPROVEMENTS**

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

County of El Dorado, a political subdivision of the State of California, referred to hereinafter as COUNTY.

### **RECITALS**

1. CALTRANS and COUNTY, 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 County of El Dorado.
2. For this Agreement, United States 50/Camino Safety Project consisting of constructing a median barrier, undercrossing and traffic mitigation will be referred to hereinafter as CALTRANS PROJECT.
3. COUNTY has requested CALTRANS incorporate the work described in the Scope Summary as part of the CALTRANS PROJECT, referred to herein as IMPROVEMENTS and COUNTY 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 establish a separate project account to accumulate charges for all costs to be paid by COUNTY towards IMPROVEMENTS pursuant to this Agreement.
3. If CALTRANS anticipates that funding will be insufficient to complete WORK, CALTRANS will promptly notify COUNTY. 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 utilize COUNTY unexpended local fund sources shown in the FUNDING TABLE on this PROJECT inside County or State Highway System right-of-way or invoice as necessary in order to satisfy the financial commitments of this Agreement.

## **SECTION II**

### COUNTY 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 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).
2. PARTIES to this AGREEMENT recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds not budgeted, or budgeted and then deleted from the budget for financial reasons, in a given fiscal year. All obligations of COUNTY under the terms of this agreement are subject to appropriation of funds in accordance with these requirements.
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. COUNTY's total obligation for IMPROVEMENTS is estimated to be \$6,342,120.
5. CALTRANS will draw from state and federal funds that are provided by COUNTY without invoicing COUNTY when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
6. PARTIES agree PROJECT must be processed and implemented in accordance with the federal-aid procedures contained in the Local Assistance Procedures Manual (LAPM) and the District Local Assistance (DLA) Safety Program Delivery Requirement.
7. In the event the costs of IMPROVEMENTS exceed the estimate per the terms of Agreement, CALTRANS may submit supplemental billings to COUNTY 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. COUNTY will consider requested amendments to the existing maintenance agreement with CALTRANS to further define their maintenance responsibilities as a result of the WORK.
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 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 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 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 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 PROJECT limits. COUNTY 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 COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during 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. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the 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 COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or under this Agreement. It is understood and agreed that COUNTY, 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 COUNTY, its contractors, sub-contractors, and/or its agents under this Agreement.

16. Neither COUNTY 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 COUNTY 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 CALTRANS PROJECT 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.

**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY 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

\_\_\_\_\_  
Nadarajah Suthahar  
Acting Deputy District Director  
District 3 Program / Project Management

APPROVED AS TO FORM AND  
PROCEDURE:

\_\_\_\_\_  
Attorney  
Department of Transportation

VERIFICATION OF FUNDS &  
AUTHORITY:

\_\_\_\_\_  
Mundeep Takher  
District Project Control Officer

CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:

\_\_\_\_\_  
HQ Accounting Supervisor  
Tamara Warren

COUNTY OF EL DORADO

\_\_\_\_\_  
Sue Novasel  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND  
PROCEDURE:

\_\_\_\_\_  
Rafael Martinez  
Director, Department of Transportation

## SCOPE SUMMARY IMPROVEMENTS

**Project Location:** District 3, El Dorado County, US 50, Postmiles 21.95/24.45

**Scope of Work:** Construct a roundabout intersection alternative at Pondorado Road; COUNTY share of the roundabout alternative is limited to the difference between the increased cost to construct a roundabout as compared to a T-intersection. Construct 6-ft wide shoulders with curb and gutter alternative to accommodate bicycle traffic along both sides of the new Pondorado Road extension; COUNTY share of the 6-ft wide shoulders alternative is limited to the increase in cost of the 6-ft shoulders as compared to the AASHTO minimum shoulder requirement. Construct a new 6-ft wide sidewalk along on side of the Pondorado Road extension.

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

## FUNDING SUMMARY IMPROVEMENTS

Fund Source	Fund Type	Project Component	Amount
FEDERAL	*HSIP (Highway Safety Improvement Program)	Construction Capital	\$4,799,120
FEDERAL	*HSIP (Highway Safety Improvement Program)	Construction Support	\$1,543,000
<b>Total Funds</b>			<b>\$6,342,120</b>
*100% Reimbursable Implementing Agency - CALTRANS			