

TO: JAMES L. APP, CITY MANAGER
FROM: JOHN R. McCARTHY, DIRECTOR OF PUBLIC WORKS
SUBJECT: AUTHORIZE THE MAYOR TO EXECUTE A COOPERATIVE AGREEMENT WITH CALTRANS
DATE: APRIL 6, 1999

Needs: For the City Council to adopt a Resolution authorizing the Mayor to execute a Cooperative Agreement with Caltrans.

- Facts:**
1. On behalf of the North County Cuesta College Campus, the City requested that Caltrans install a street light at the intersection of Highway 46 East and Buena Vista.
 2. Caltrans has agreed to contribute up to \$25,000 to install this street light under its 'Minor B' Funds.
 3. The City will need to pay for the engineering design cost. In anticipation of the need to install a traffic signal at this location, the City will direct the consultant to design the conduits to serve the traffic signal system.

Analysis and

Conclusion: Staff requests that the City Council authorize the Mayor and staff to execute the attached Cooperative Agreement and to appropriate funds for this project.

Policy

Reference: None

Fiscal

Impact: Construction costs of up to \$25,000 will be reimbursed by Caltrans. Costs exceeding this amount will be allocated from Measure 'D' funds, estimated to be \$10-15,000.'

- Options:**
- A. That the City Council adopt the attached resolution authorizing the Mayor and staff to execute the attached Cooperative Agreement and appropriate funds for this project.
 - B. That the City Council amend, modify, or reject the above option.

Attachments: (2)

- 1) Resolution
- 2) Cooperative Agreement

RESOLUTION No. 99-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PASO ROBLES APPROVING AN APPROPRIATION TO INSTALL A STREET
LIGHT AT BUENA VISTA AND HIGHWAY 46 EAST AND AUTHORIZING STAFF TO EXECUTE A
COOPERATIVE AGREEMENT WITH CALTRANS**

WHEREAS, the City Council of the City of El Paso de Robles did authorize staff to apply for grant funding to Caltrans to install a street light at Buena Vista and Highway 46 East; and

WHEREAS, staff has been notified by Caltrans that funding for up to \$25,000 has been approved for this project; and

WHEREAS, the grant does require that the City pay for engineering design costs and for all construction above \$25,000.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles does hereby approve a budget appropriation in the amount of \$35,000 from the Measure 'D' funds for Cuesta College Fund, budget account No. 130-910-5452-340, which will be offset for up to \$25,000 by grant fund received from Caltrans.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 6th day of **April**, 1999, on the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Duane Picanco, Mayor

ATTEST:

Madelyn Paasch, City Clerk

COPY

05-SLO-46-30.5
05-365-0A2401
Highway Lighting

COOPERATIVE AGREEMENT

THIS AGREEMENT ENTERED INTO ON _____ is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE" and

City of Paso Robles, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

- (1) STATE and CITY, pursuant to Streets and Highways Code Sections 114 and 130 are authorized to enter into a Cooperative Agreement for improvements to State highways within CITY.
- (2) STATE and CITY contemplate installing highway lighting at the intersection of Route 46 at Buena Vista Road in the City of Paso Robles, referred to herein as "PROJECT".
- (3) Cuesta College opened its North County campus last fall, 1998. The college campus is accessed via Buena Vista Drive at Highway 46 East. During the winter months this intersection requires illumination, especially during night classes.
- (4) In order to bring about the earliest possible completion of PROJECT, CITY desires to provide all preliminary engineering, including plans, specifications and estimates (PS&E), prepare contract documents and advertise, award and administer the construction contract for PROJECT.
- (5) STATE is agreeable to CITY's proposal to prepare the contract documents and advertise, award and administer the construction contract for PROJECT and is willing to contribute up to \$25,000 of 1998/99 Minor B funds towards the construction costs of PROJECT.
- (6) The parties hereto intend to define herein the terms and conditions under which said PROJECT is to be developed, designed, constructed, financed and maintained.

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SECTION ICITY AGREES:

- (1) To provide all necessary preliminary engineering, including plans and specifications and utility identification and location, and all necessary construction engineering services for PROJECT at no cost to STATE.
- (2) To identify and locate all high and low risk underground facilities within PROJECT area and to protect or otherwise provide for such facilities, all in accordance with STATE's Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".
- (3) To apply for necessary encroachment permits for required work within State highway rights of way in accordance with STATE's standard permit procedures.
- (4) PROJECT will be advertised, awarded and administered in accordance with STATE's Local Assistance Procedures Manual.
- (5) To construct PROJECT in accordance with plans and specifications of CITY to the satisfaction of and subject to the approval of STATE.
- (6) To bear all PROJECT construction-related costs in excess of STATE's contribution of \$25,000.
- (7) Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the total construction costs to be borne by STATE, including resolution of any construction related claims which have been allowed to the construction contractor. CITY thereafter shall refund to STATE (promptly after completion of CITY's final accounting of PROJECT costs) any amount of STATE's deposit required in Section II, Article (1) remaining after actual costs to be borne by STATE have been deducted.
- (8) Upon completion of PROJECT, to furnish STATE a complete set of full-sized, film positive, reproducible As-Built plans.
- (9) To pay one hundred percent (100%) of the electrical energy costs for the safety lighting.
- (10) To submit a billing, in triplicate, in the amount of \$25,000 to STATE (which billing will be forwarded fifteen (15) days prior to CITY's bid advertising date of a construction contract for PROJECT). Said billing represents STATE's contribution towards the estimated cost of construction for PROJECT.

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- (11) To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to construction of PROJECT.

SECTION II

STATE AGREES:

- (1) To deposit with CITY within twenty-five (25) days of receipt of billing therefor (which billing will be forwarded fifteen (15) days prior to CITY's bid advertising date of a construction contract for PROJECT) the amount of \$25,000 which figure represents STATE's contribution towards PROJECT construction costs. STATE's share of the construction cost shall be the actual construction cost up to an amount of \$25,000, including the cost of PROJECT construction-related claims and the cost of CITY's defense of any of these claims as determined after completion of work and upon final accounting of costs. In no event shall STATE's total obligation for PROJECT construction costs under this Agreement exceed the amount of \$25,000.
- (2) STATE's share of the expense of preliminary engineering shall be an amount equal to -0-% of CITY's actual costs for preliminary engineering for the entire PROJECT.
- (3) STATE's share of the expense of construction engineering shall be an amount equal to -0-% of CITY's actual costs for construction engineering for the entire PROJECT.
- (4) To maintain the safety lighting as installed and pay one hundred percent (100%) of the maintenance costs, excluding electrical energy costs.
- (5) To issue, upon proper application by CITY and by CITY's contractor, the necessary encroachment permits for required work within the State highway right of way.

SECTION III

IT IS MUTUALLY AGREED:

- (1) All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

COPY

- (2) Should CITY advertise a contract for PROJECT prior to the allocation of resources by the California Transportation Commission there is no guarantee of STATE's participation and CITY shall assume all risks thereof.
- (3) Should any portion of PROJECT be financed with Federal funds or STATE gas tax funds, all applicable laws, regulations and policies relating to the use of such fund shall apply notwithstanding other provisions of this Agreement.
- (4) Construction by CITY of improvements referred to herein which lie within STATE highway rights of way or affect STATE facilities shall not be commenced until CITY's original contract plans involving such work and plans for utility relocations have been reviewed and approved by signature of STATE's District Director of Transportation, or the District Director's delegated agent, and until an encroachment permit to CITY authorizing such work has been issued by STATE. Receipt by CITY of CITY's contract plans signed by STATE shall constitute STATE's acceptance and official approval of said plans.
- (5) CITY shall obtain aforesaid encroachment permit through the office of State District Permit Engineer and CITY's application shall be accompanied by five (5) sets of reduced construction plans of aforesaid STATE approved contract plans. Receipt by CITY of the approved encroachment permit shall constitute CITY authorization from STATE to proceed with work to be performed by CITY or CITY representatives within proposed STATE right of way or which affects STATE facilities, pursuant to work covered by this Agreement. CITY's authorization to proceed with said work shall be contingent upon CITY's compliance with all provisions set forth in this Agreement and said encroachment permit.
- (6) CITY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within STATE rights of way or which affects STATE facilities. The application by CITY's contractor for said encroachment permit shall be made through the office of State District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.
- (7) CITY shall not advertise for bids to construct PROJECT until after an encroachment permit has been issued to CITY by STATE, nor shall CITY award a contract to construct PROJECT until after receipt of STATE's deposit required in Section II, Article (1) of this Agreement.
- (8) This Agreement may be terminated or provisions contained herein may be altered, changed or amended, in writing, by mutual consent of the parties hereto.
- (9) Prior to award of the construction contract for PROJECT, STATE may terminate this Agreement by written notice, provided that STATE pays CITY for all PROJECT-related costs incurred by CITY prior to termination.
- (10) If termination of this Agreement is by mutual agreement, STATE will bear -0-% and CITY will bear 100% of all costs incurred prior to termination. If CITY does not award a contract to construct PROJECT, CITY shall immediately refund STATE's deposit referred to in Section II, Article (1) of this Agreement.

- (11) If any existing public and/or private utility facilities conflict with PROJECT construction or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such utilities for their protection, relocation or removal in accordance with STATE policy and procedure for those utilities located within the limits of work providing for the improvement to the State highway and in accordance with CITY policy for those facilities located outside of the limits of work for the State highway. Total costs of such protection, relocation or removal shall be in accordance with STATE's policy and procedure. Any relocated or new facilities shall be correctly shown and identified on the As-Built plans referred to in Section I, Article (8) of this Agreement.
- (12) Upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE, and materials, equipment and appurtenances installed outside of STATE's right of way will automatically be vested in CITY. No further agreement will be necessary to transfer ownership as herein above stated.
- (13) Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
- (14) Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4 CITY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- (15) Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
- (16) In the construction of said work, CITY will furnish a representative to perform the functions of a Resident Engineer and STATE may, at no cost to CITY, furnish a representative, if it so desires, to ensure conformance of work to STATE's standards. Said representatives of CITY and STATE will cooperate and consult with each other, but all work

within STATE's right of way shall be accomplished to the satisfaction of STATE's representative.

- (17) Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by CITY with concurrence of STATE, or on December 31, 2000, whichever is earlier in time.

STATE OF CALIFORNIA
Department of Transportation

JOSÉ MEDINA
 Director of Transportation

By _____
 JAY D. WALTER
 District Director

Date _____
 Approved as to form & procedure

By _____
 Attorney, Department of
 Transportation

Certified as to form and procedure

By _____
 Accounting Administrator

Certified as to funds

By _____
 D. L. Riker
 Budget Manager

Approved:

By _____
 Bart Bohn
 District Director
 District 6 Central Region

CITY of PASO ROBLES

Attn: Public Works Dept.
 1000 Spring Street
 Paso Robles, Ca 93446

By _____
 Duane J. Picanco
 Mayor

Attest:

By _____
 Madelyn Paasch
 City Clerk

Certified as to form

By _____
 Jon S. Seitz
 City Attorney

Certified as to procedure

By _____
 John R. McCarthy
 Director of Public Works