

TO: James L. App, City Manager
FROM: Doug Monn, Public Works Director
SUBJECT: Cooperative Agreement with Caltrans
Route 101/46 East Operational Improvements
DATE: April 18, 2006

NEEDS: For the City Council to consider entering into a Cooperative Agreement with the State of California Department of Transportation (Caltrans) for operational improvements at Highway 101/46 East.

- FACTS:**
1. In 2004, the San Luis Obispo Council of Governments (SLOCOG) programmed a \$400,000 State Transportation Improvement Project (STIP) grant to prepare a Project Approvals Environmental Document (PA&ED) and Project Specifications and Estimates (PS&E) at Highway 101/46 East.
 2. Due to State Budget constraints the STIP Grant allocation was not authorized until late 2005.
 3. The City and Caltrans must now enter a Cooperative Agreement for the preparation of the PA&ED and PS&E.
 4. Under this Agreement, the City will perform all work and the State will reimburse the City a maximum of \$360,000 to prepare the PA&ED and PS&E. (Note: \$40,000, or 10% of the \$400,000 Grant, will be retained by Caltrans for their quality assurance review.)
 5. Under the Agreement, Caltrans and the City mutually agree to improve the 101/46 East interchange including:
 - modification of the 13th Street over-crossing over Highway 101
 - modification of the existing southbound off-ramp at 16th Street
 - addition of a southbound ramp at Highway 101 and 16th/17th Street
 - addition of a second lane to the existing southbound on-ramp at Highway 101/46 East
 - provision of a re-striped Highway 46 travelled way to include a second left turn lane from westbound Highway 46 onto the southbound Highway 101 on-ramp.

**ANALYSIS
AND**

CONCLUSION: The attached Cooperative Agreement has been reviewed by staff and executed by the Public Works Director and City Attorney.

POLICY

REFERENCE: Improvements identified in the Cooperative Agreement are included in the Circulation Element of the adopted General Plan.

FISCAL

IMPACT: Costs to prepare the PA&ED and PS&E are included in the adopted CIP Budget with funding spread over three different fiscal years. A separate staff report and resolution deals with funding and accelerating the funds programmed in fiscal year 2008.

- OPTIONS:**
- a. Adopt Resolution No. 06-xx authorizing the Mayor to enter into a Cooperative Agreement with Caltrans for operational improvements at 101/46 East.
 - b. Amend, modify, or reject the above option.

Prepared by:

Ditas Esperanza, P.E., Capital Projects Engineer

Attachments (2)

- 1) Resolution
- 2) Cooperative Agreement

 **COPY**

05-SLO-101—PM 56.8/57.9
05-SLO-46-PM 29.8
05-361500
Route 101/46 East
Operational Improvements
PA&ED; PS&E; RW

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE 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 the City of Paso Robles.
2. STATE and CITY mutually desire to improve the SR-101/46 East interchange, including:
 - a. Modification of the 13th Street Over-crossing.
 - b. Modification of the existing southbound SR-101 exit ramp at 16th Street.
 - c. Addition of a southbound SR-101 entrance ramp.
 - d. Addition of a 2nd lane to the existing southbound SR-101 entrance ramp at the SR-101/46 East interchange
 - e. Re-striping SR-46 traveled way to include a 2nd left turn lane from westbound SR-46 onto the southbound SR-101 ramp.referred to herein as "PROJECT".
3. The California Transportation Commission (CTC) approved the application for PROJECT submitted by CITY at its September 30, 2005 meeting and will direct STATE to allocate to CITY, using STIP/RIP funds, the amount of \$400,000 to be

expended for project approval and environmental document (PA&ED), Plans, Specifications and Estimates (PS&E), and preliminary right of way (R/W) activities for PROJECT, and STATE will retain ten percent (10%) of the programmed amount to cover STATE's quality assurance costs.

4. STATE and CITY agree that CITY will perform PA&ED, PS&E and R/W activities for PROJECT in order to bring about the earliest possible construction of PROJECT.
5. This agreement will define the CEQA lead agency, CEQA responsible agency, and the roles and responsibilities of the CEQA lead agency and CEQA responsible agency regarding environmental documents, studies and reports and compliance with CEQA and NEPA.
6. R/W capital and construction of PROJECT will be the subject of a separate future Agreement.
7. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed and financed.

SECTION I

CITY AGREES:

1. To have a Project Report (PR), including all necessary environmental documentation (ED), a detailed PS&E and perform preliminary R/W activities using CITY forces or private consultants, and to submit each set of documents to STATE for STATE's review and concurrence at appropriate stages of development. The PR and the final PS&E shall be signed by a Civil Engineer registered in the State of California. If private consultants are used to perform the PA&ED and PS&E work, each private consultant shall be required to maintain professional liability insurance through completion of PROJECT construction and the resolution of all construction contract claims with a limit of liability of at least \$1,000,000 per occurrence, which names STATE as an additional insured under the policy.
2. To permit STATE to monitor and participate in the selection of personnel who will prepare PA&ED, PS&E, and perform preliminary R/W activities. CITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.
3. Personnel who prepare the PA&ED and PS&E shall be made available to STATE, at no cost to STATE, through completion of construction of PROJECT to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
4. To make written application to STATE for necessary encroachment permits authorizing entry of CITY onto the State highway right of way to perform surveying and other investigative activities required for preparation of the PR, ED, and/or PS&E.

5. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
6. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way".
7. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State highway and in accordance with CITY's policy for those facilities which are or will be located outside of the limits of the State highway. The total costs to PROJECT of such protection, relocation, or removal within the present or future State highway right of way shall be determined in accordance with STATE's policies and procedures.
8. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State highway encroachment permits.
9. CITY shall require any utility owner and/or its contractor performing the protection or relocation work within the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.
10. To acquire and furnish all right of way, if any, outside of the existing State highway right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's quality assurance to insure that the completed work is acceptable for incorporation into the State highway right of way.
11. To utilize the services of a qualified public agency or a qualified consultant, in accordance with STATE's Local Assistance Procedures Manual and as confirmed by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by CITY.
12. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.

13. To deliver to STATE legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by CITY.
14. To obtain, at CITY's expense, all necessary permits and/or agreements from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute parts of the cost of PROJECT.
15. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
16. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, survey documents to be furnished are three sets of contract prints, with one set showing control, a complete photo index – two prints and a copy of the negative, and the original aerial photography negative.
17. To provide, at no cost to STATE, survey and mapping services necessary to perpetuate existing land net and alignment monumentation in accordance with Sections 8771 and 8765 of the Business and Professions Code; and to permanently monument the location of all roadway alignments, realignments, and right of way acquisitions. All of the above are to be shown on a Record of Survey filed with the County Surveyor. CITY shall deliver one copy of any field notes, filed Corner Records, and the Record of Survey required for execution of the above obligation, to STATE's District 5 Survey Branch.
18. To prepare Right of Way Engineering Hard Copies, Right of Way Appraisal Maps, Record of Surveys, and Right of Way Record Maps in accordance with the State of California Right of Way Manual, Chapter 6 – Right of Way Engineering, the State of California Drafting and Plans Manual, the State of California Surveys Manual Chapter 10, applicable State laws, and other pertinent reference material and examples as provided by STATE.
19. To have all necessary Right of Way Maps and Documents used to acquire right of way by CITY prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each Right of Way Map and Document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in "Responsible Charge of Work".
20. To submit to STATE for review and acceptance all Right of Way Engineering Hard Copies and Right of Way Appraisal Maps with appurtenant back-up and reference data prior to preparation of legal descriptions and acquisition documents.
21. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost too STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps and Records of Surveys.

22. To furnish STATE with written quarterly progress reports during the period while PA&ED and PS&E are being prepared.
23. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that would impact PROJECT as part of the responsibility for the ED for PROJECT. If CITY encounters hazardous material or contamination within the existing State highway right of way during said investigation, CITY shall immediately notify STATE and responsible control agencies of such discovery.
24. To submit to STATE signed itemized invoices monthly, in triplicate, with specific details of all costs incurred during the period of the invoice. Invoices will meet format and content requirements specified by STATE. Each invoice shall be submitted to STATE's Project Manager for approval and forwarding to the appropriate Accounting Office for payment to the account for PROJECT.
25. To submit a final report of expenditures in the same format as the aforementioned invoice detail within ninety (90) days after completion of PA&ED and PS&E.
26. STATE's quality assurance activities referred to in Article 3 of Section II of this Agreement do not include performance of any engineering services required for PA&ED and PS&E. These services are to be performed by CITY or its designee. If CITY requests STATE to perform any of these services, CITY shall reimburse STATE for such services. An Amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.
27. If it becomes apparent at any time that funds will be insufficient to cover remaining work on each phase of PROJECT, STATE or CITY reserves the right to have work stopped until CITY obtains additional funding for the PROJECT. If, upon final accounting of PROJECT PA&ED, PS&E, and R/W activities costs, it is discovered that STATE had overpaid CITY, CITY shall refund the overpaid amount to STATE as soon as possible.
28. To retain all books, documents, papers, accounting records, and other evidence pertaining to PROJECT costs incurred, including support data for cost proposals, and make such materials available at the respective offices of CITY at all reasonable times during the contract period and for three years from the date of final payment under this Agreement. STATE, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CITY that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
29. CITY shall notify the CTC of any cost savings from PA&ED, PS&E and R/W activities phases of PROJECT using STIP/RIP funds. The notification shall include the reason for the savings and how CITY intends to use the STIP/RIP funds from the savings for later phases of PROJECT. In any case, CTC approval will be required before STIP/RIP funds or cost savings; can be used for later PROJECT phases.

SECTION II

STATE AGREES:

1. To pay CITY ninety percent (90%) of the actual allowable costs of PROJECT PA&ED, PS&E, and R/W activities up to maximum amounts stipulated in Article 4 of Section III of this Agreement, less costs to STATE for fulfilling its oversight responsibilities as described in Articles 2 and 3 below of this Section II.
2. All costs to STATE to fulfill its quality assurance responsibilities for PROJECT PA&ED, PS&E, and R/W activities will be charged to STIP/RIP funds allocated for PROJECT. STATE will retain ten percent (10%) of actual cost incurred by CITY from funds allocated to CITY for PA&ED, PS&E and R/W activities phases of PROJECT to cover said costs for quality assurance activities and CITY acknowledges that funds available for CITY work on PROJECT will be less than the allocated amounts shown in the CTC approved application. STATE will make every effort to keep the actual costs of quality assurance below 10% of the actual cost of each phase of PROJECT and any amount remaining will be available for use on other portions of PROJECT in accordance with CTC guidelines.
3. To provide quality assurance activities of all work on PROJECT PA&ED, PS&E, and R/W activities done by CITY or its designee, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of PROJECT.
4. Upon proper application by CITY, to issue, at no cost to CITY, an encroachment permit to CITY authorizing entry onto the State Highway right of way to perform survey and other investigative activities required for preparation of the PR, ED, and/or PS&E. If CITY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.
5. To reimburse CITY, within forty-five (45) days of receipt of each monthly billing from CITY, for all actual allowable costs incurred by CITY and consultant forces on PA&ED and PS&E work for PROJECT up to the funding programmed in the STIP/RIP of \$400,000, less approximately \$40,000 for STATE's quality assurance activities. Allowable costs include non-salary expenses, actual and direct labor costs plus fringe benefits and overhead, and actual acceptable consultant payments. In any case, all expenses reimbursed shall be based on actual costs incurred by CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the State Budget Act authority, the appropriation of resources by the Legislature and the allocation of funds by the CTC to STATE for the purposes of fulfilling STATE's obligations herein.
2. Any costs incurred by CITY prior to CTC approval of CITY's application for any PROJECT work shall not be reimbursed by STATE.

3. After receiving an allocation, CITY shall make diligent and timely progress toward completing the project development work for PROJECT as described in the submitted application. If timely progress is not achieved, the CTC may review the status of project development work for PROJECT. If CTC finds that CITY is not pursuing work on PROJECT work diligently, the CTC reserves the right to direct STATE to terminate this Agreement and will reallocate those funds to another project or projects.
4. As stipulated in the CTC approved application for PROJECT PA&ED, PS&E, and R/W activities, STATE's maximum obligation for completion of PA&ED, PS&E, and R/W activities, using STIP/RIP funds, is \$400,000 (\$360,000 for CITY and \$40,000 for STATE's quality assurance).
5. The Project Study Report (PSR) for PROJECT, approved on May 10, 2004, is by this reference, made an express part of this Agreement.
6. The basic design features (as defined in Attachment 3 of the Scope of Work for PROJECT) shall comply with those addressed in the approved PSR, unless modified as required for environmental clearance and/or FHWA approval of PROJECT.
7. The design and preparation of environmental documents for PROJECT shall be performed in accordance with STATE's standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be approved by STATE via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and /or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards". STATE shall consult with CITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
8. STATE will be the CEQA lead agency and CITY will be a responsible agency for CEQA. The Federal Highway Administration (FHWA) will be the Federal lead agency for NEPA with STATE providing oversight for the NEPA process. CITY will assess impacts of PROJECT on the environment and, if necessary, CITY will prepare the ED, including the necessary associated investigative studies and technical environmental reports in order to meet the requirements of CEQA and NEPA. CITY will submit to STATE for STATE's review, comment and approval the investigative studies and technical environmental reports. The administrative draft ED, draft ED, administrative final ED, and final ED will require both STATE's and FHWA's review, comment and approval prior to public availability. STATE will review the technical environmental reports and request approval of the environmental technical reports and ED by FHWA. CITY will be responsible for the public hearing process. If during preliminary engineering, preparation of the PS&E, or PROJECT construction, new information is obtained which requires the preparation of an additional NEPA and/or CEQA ED, this Agreement will be amended to include completion of these additional tasks by CITY.
9. All phases of PROJECT, whether done by CITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would

normally follow and in compliance with laws, regulations, executive orders, and permit requirements.

10. All administrative reports, studies, materials, documentation, including, but not limited to, all administrative drafts and administrative finals of the ED and PR, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees and agents whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
11. STATE will prepare the revised freeway agreement and obtain approval of the new public road connection from the California Transportation Commission for SR 101. The existing freeway agreement for SR 46 need not be revised.
12. Actual PROJECT costs reimbursed, direct and indirect, shall be in conformance with procedures set forth in the Cost Principles and Procedures, Chapter 1, Part 31, CFR 48. CITY agrees to comply with Federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements with State and Local Governments.
13. STATE shall designate a Project Manager to represent STATE and CITY shall designate a representative to represent CITY. All communications between the two agencies shall be channeled through these representatives. STATE's Project Manager shall review the work of CITY during performance of PA&ED and PS&E preparation for PROJECT.
14. CITY shall furnish STATE with all necessary copies of PA&ED and PS&E work to complete the review and approval process. Upon completion of all work under this Agreement, ownership and title to all engineering reports, documents, plans, and estimates produced for delivery to STATE as part of project development work for PROJECT will automatically be vested in STATE and no further agreement will be necessary to transfer ownership to STATE.
15. The parties hereto will carry out PA&ED and PS&E in accordance with the Scope of Work, attached and made a part of the Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by CITY's Director of Public Works or other official designated by CITY and STATE's District 5 Director and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
16. Any hazardous material or contamination of an HM-1 category found within the existing State highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be

the responsibility of CITY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT work or not. STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of CITY's and STATE's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, CITY will have the option to either delay PROJECT until STATE is able to provide funding or CITY may proceed with the remedy or remedial action at CITY's expense without any subsequent reimbursement by STATE.

17. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State highway right of way during investigative studies shall be the responsibility of CITY as part of the project costs if CITY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. CITY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If CITY decides to not proceed with PROJECT, there will be no obligation to either CITY or STATE other than CITY's duty to cover and protect HM-2 material left in place.
18. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.
19. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by CITY on the State highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
20. A separate Cooperative Agreement will be required to cover responsibilities and funding of the future right of way capital and construction phases of PROJECT.
21. 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 to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of State highways and public facilities different from the standard of care imposed by law.

22. Neither STATE 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, under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE 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, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
23. 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 STATE, under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the 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, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
24. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
25. Except as otherwise provided in Article 24 above, this Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT or on December 31, 2009, whichever is earlier in time.

**STATE OF CALIFORNIA
Department of Transportation**

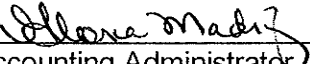
WILL KEMPTON
Director

By _____
R. GREGG ALBRIGHT
District Director

Approved as to form & procedure:

By 
Attorney, Department of
Transportation

Certified as to financial terms & conditions:

By 
Accounting Administrator

Certified as to funds:

By _____
District 5 Budget Manager

CITY OF PASO ROBLES
1000 Spring Street
Paso Robles, CA 93446

By _____
Mayor

Attest:

By _____
City Clerk

Approved as to form & procedure:

By 
City Counsel

Approved as to content:

By 
Director of Public Works

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for PA&ED, PS&E, and R/W activities for PROJECT to construct the improvements of SR-101/SR-46 interchange.

1. CITY and STATE concur that the proposal is a Category 3 as defined in STATE's Project Development Procedures Manual.
2. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by CITY. Existing traffic data shall be furnished by CITY.
3. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising of project.
4. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and CITY's staff.

**ATTACHMENT 1
PLANNING PHASE ACTIVITIES**

STUDY ACTIVITY	RESPONSIBILITY	
	STATE	CITY
1 ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
Establish Project Development Team (PDT)	X	X
Approve PDT	X	
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Reports		X
Review and Approve Environmental Studies and Reports	X	
Prepare and Submit Draft Environmental Document (DED)		X
Review DED in District	X	
2 STUDY GEOMETRICS DEVELOPMENT		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Review and Approve Project Geometrics and Operational Analysis	X	
3 STUDY APPROVAL		
Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	X
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Approve Project Report	X	

ATTACHMENT 2
DESIGN PHASE ACTIVITIES

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
1 PRELIMINARY COORDINATION		
Request 1 - Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other RW Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion	X	X
2 ENGINEERING STUDIES AND REPORTS		
Update/Prepare Structure APSs		X
Review & Approve Structure APSs	X	
Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type Selection	X	

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
3 R/W ACQUISITION & UTILITIES		
(Used when <u>qualified</u> Local Agency is performing R/W activities.)		
Request Utility Verification		X
Request Preliminary Utility Relocation Plans from Utilities		X
Prepare R/W Requirements		X
Prepare R/W and Utility Relocation Cost Estimates		X
Submit R/W Requirements & Utility Relocation Plans for Review		X
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans		X
Check Utility Relocation Plans		X
Submit Utility Relocation Plans for Approval		X
Approve Utility Relocation Plans	X	
Submit Final R/W Requirements for Review & Approval		X
Fence and Excess Land Review	X	
R/W Layout Review	X	
Approve R/W Requirements	X	
Obtain Title Reports		X
Complete Appraisals		X
Review and Approve Appraisals for Setting Just Compensation		X
Prepare Acquisition Documents		X
Acquire R/W		X
Open escrows and Make Payments		X
Obtain Resolution of Necessity		X
Perform Eminent Domain Proceedings		X
Provide Displacee Relocation Services		X
Prepare Relocation Payment Valuations		X
Provide Displacee Relocation Payments		X
Perform Property Management Activities		X
Perform R/W Clearance Activities		X
Prepare and Submit Certification of R/W		X
Review and Approve Certification of R/W	X	
Transfer R/W to STATE		X
Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
4 PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES		
Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit Estimate		X
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications		X
Prepare & Submit Unchecked Structure Plans		X
Review & Approve Unchecked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X

ATTACHMENT 3
DEFINITIONS

Basic Design Features - A general description of the facility:

- Design speed of State highway facility and Local Agency roads and streets.
- Number of through lanes, auxiliary lanes and locations of interchanges and separations.
- Widths of through lanes, medians, and shoulders for both the State highway facility and local roads and streets.
- Need for special feature such as soundwalls, transportation system management plans, HOV lanes, bridge widening, ramp metering, etc. See Figure 2-1.3A of State Project Development Procedures Manual for additional discussion of items to be considered as basic design features.

Mandatory and Advisory Design Standards - See Index 82.3 of State's Highway Design Manual for the definition and listing of these items.

EXHIBIT A
Estimate of Costs
05-361501 Operational Improvements
State Route 101/46

Description	Total Cost	City Share	STIP(RIP)
Support Costs			
PA&ED	\$150,000	20,000	\$130,000
PS&E	290,000	20,000	270,000
TOTALS	\$440,000	\$40,000	\$400,000*

Notes:

- STATE's 10% quality assurance will be withheld from STIP support funds.

RESOLUTION NO. 06-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING A COOPERATIVE AGREEMENT WITH CALTRANS
FOR 101/46 EAST OPERATIONAL IMPROVEMENTS

WHEREAS, in 2004, the San Luis Obispo Council of Governments (SLOCOG) programmed a \$400,000 State Transportation Improvement Project (STIP) grant to prepare a Project Approvals Environmental Document (PA&ED) and Project Specifications and Estimates (PS&E) at Highway 101/46 East; and

WHEREAS, the STIP Grant allocation was not authorized until late 2005; and

WHEREAS, the City and Caltrans must enter into a Cooperative Agreement for preparation of the PA&ED and PS&E, under which the City will perform all work and the State will reimburse the City a maximum of \$360,000 to prepare the PA&ED and PS&E; and

WHEREAS, under the Cooperative Agreement, Caltrans and the City mutually agree to improve the 101/46 East interchange, including:

- modification of the 13th Street over-crossing over Highway 101,
- modification of the existing southbound off-ramp at 16th Street,
- addition of a southbound ramp at Highway 101 and 16th/17th Street,
- addition of a second lane to the existing southbound on-ramp at Highway 101/46 East, and
- provision of a re-striped Highway 46 travelled way to include a second left turn lane from westbound Highway 46 onto the southbound Highway 101 on-ramp; and

WHEREAS, costs to prepare the PA&ED and PS&E are included in the adopted Capital Improvements Project budget, with funding spread over three fiscal years.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of Paso Robles does hereby authorize the Mayor to enter into a Cooperative Agreement with the California Department of Transportation (Caltrans) for preparation of the PA&ED and PS&E.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 18th day of April 2006 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Frank R. Mecham, Mayor

Cathy M. David, Deputy City Clerk