

TO: James L. App, City Manager
FROM: Doug Monn, Public Works Director
SUBJECT: Union Road/Highway 46 East Project Study Report/Project Development Support (PSR/PDS)
DATE: October 4, 2011

NEEDS: For City Council to consider entering into a Reimbursement Agreement with Caltrans for the Union Road/Highway 46 East PSR/PDS

FACTS:

1. California Government Code mandates that Caltrans review and approve all Project Initiation Documents (PID) on the State Highway System.
2. In the past, Caltrans performed these reviews at no cost to local agencies provided the local agencies bore the costs for preparation of the reports (i.e. consultant fees).
3. Local agencies must now reimburse Caltrans staff for performing their review and approval.

ANALYSIS & CONCLUSION: Attached is a Reimbursement Agreement that Caltrans has prepared. The City Council is being requested to approve this Agreement and agree to reimburse Caltrans staff time for review and approval of the PSR/PDS at Union Road and Highway 46 East. Caltrans has estimated their costs for review will be \$160,290.

POLICY REFERENCE: Preparation and completion of a PSR/PDS at Union Road/Highway 46 East is part of the City's Circulation Element policy.

FISCAL IMPACT: In May 2011, City Council adopted a budget of \$400,000 for the project with following sources:

Contribution by Regency (Lowe's developer)	\$ 250,000
Contribution by SLOCOG	<u>150,000</u>
	\$ 400,000

To date, the following commitments have been made:

Costs to prepare PSR/PDS	\$ 300,000
Caltrans reimbursement cost	<u>160,290</u>
	\$ 460,290

Shortfall \$ 60,290

The projected shortfall of \$60,290 will be made up from the City's Urban State Highway Act (SHA) grant through SLOCOG.

OPTIONS:

- a. Adopt Resolution No. 11-xx authorizing the Mayor to enter into a Reimbursement Agreement with Caltrans for the Union Road/Highway 46 East PSR/PDS.
- b. Amend, modify, or reject the above option.

Prepared by: Ditas Esperanza, P.E., Capital Projects Engineer

Attachments: 1) Resolution
2) Reimbursement Agreement

RESOLUTION NO. 11-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING A REIMBURSEMENT AGREEMENT FOR THE
UNION ROAD/HIGHWAY 46 EAST PSR/PDS

WHEREAS, the California Government Code mandates that Caltrans review and approve all Project Initiation Documents (PID) on the State Highway System; and

WHEREAS, Caltrans performed these reviews in the past at no cost to local agencies provided the local agencies bore the costs for preparation of the reports (i.e. consultant fees); and

WHEREAS, local agencies must now reimburse Caltrans staff for review and approval of reports; and

WHEREAS, Caltrans has estimated their costs for review will be \$160,290; and

WHEREAS, City Council adopted a budget of \$400,000 for the project, with \$300,000 committed to preparation of the PSR/PDS; and

WHEREAS, any shortfall in the project budget will be made up from the City's Urban State Highway Act (SHA) grant through SLOCOG.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby authorize the Mayor to accept the Reimbursement Agreement prepared by Caltrans, agreeing to reimburse Caltrans for review and approval of the Union Road and Highway 46 East PSR/PDS , in the amount of \$160,290.

SECTION 2. The City Council does hereby authorize allocating an additional \$60,290 to Budget No. 120.910.5452.696.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 4th day of October 2011 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 20__, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

CITY of EL PASO de ROBLES, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

CALTRANS and CITY, collectively referred to herein as PARTIES, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) right of way.

1. CITY desires to develop a Project Study Report/Project Development Support (PSR/PDS) for SR-46 East/Union Road interchange, referred to herein as "PROJECT".
2. PARTIES acknowledge that this Agreement is only applicable for a project study report / project development support (PSR/PDS) PID.
3. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
4. CITY is willing to develop the PSR/PDS and is willing to fund one hundred percent (100%) of the PSR/PDS's costs and fees, including costs to reimburse CALTRANS to review the PSR/PDS. Exhibit B will itemize the CALTRANS Estimate of Reimbursed Work and both PARTIES agree to this estimate and the assumptions of work.
5. CALTRANS is willing to review and approve the PID prepared by CITY as reimbursed work, will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps as reimbursed work; and will also actively participate in the project delivery team (PDT) meetings as reimbursed work.
6. PARTIES hereby set forth the terms, covenants and conditions of this Agreement, under which they will complete the PID.

AGREEMENT

1. CITY will develop the PSR/PDS and will fund one hundred percent (100%) of the PSR/PDS's costs and fees, including costs to reimburse CALTRANS to review the PSR/PDS. CITY will prepare a PSR/PDS for PROJECT at its sole cost and expense and at no cost to CALTRANS. Exhibit B, which is attached to and made a part of this Agreement by reference, itemizes the CALTRANS Estimate of Reimbursed Work and both PARTIES agree to this estimate and the assumptions of work. The PSR/PDS shall be signed on behalf of CITY by a Civil Engineer registered in the State of California.
2. CITY will complete the activities assigned to it on the Scope Summary - Exhibit A, which is attached to and made a part of this Agreement by reference. CALTRANS will complete the activities that are assigned to it on the Scope Summary. Activities marked with "N/A" on the Scope Summary are not included within the scope of this Agreement.
3. The PSR/PDS 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 PSR/PDS.
4. CITY agrees to pay CALTRANS, an amount not to exceed \$160,290 to perform the activities described in Exhibits A and B.
5. PARTIES will not incur costs beyond the funding commitments established in this Agreement.
6. CALTRANS will provide CITY with relevant and readily available information in the form of data dumps, spreadsheets, and maps as reimbursed work; and will actively participate in the project delivery team (PDT) meetings as reimbursed work.
7. CALTRANS will complete the activities assigned to it on the Scope Summary - Exhibit A and Exhibit B, which are attached to and made a part of this Agreement by reference. Exhibit B itemizes the CALTRANS Estimate of Reimbursed Work and both PARTIES agree to this estimate and the assumptions of work.
8. CALTRANS will complete a review of the draft PSR/PDS and provide its comments to the CITY within 60 calendar days from the date CALTRANS receives the draft PSR/PDS from CITY. CITY will address the comments provided by CALTRANS.
9. After the CITY revises the PSR/PDS to address all of CALTRANS' comments and submits the PSR/PDS and all related attachments and appendices, CALTRANS will complete its review and final determination of the PID within 30 calendar days from the date CALTRANS receives the revised draft PID from the CITY. Should CALTRANS

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EA 05-1C150K
Project No. 051200070
District Agreement 05-0262

require supporting data necessary to defend facts or claims cited in the PSR/PDS, CITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review.

10. CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PSR/PDS, nor any validation by verifying nor rechecking work performed by CITY or providing guidance to CITY. City shall be solely responsible for the content of the PSR/PDS. 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 PSR/PDS.
11. PSR/PDS preparation, except as set forth in this Agreement and its appendices, is to be performed by CITY. Should CITY request CALTRANS to perform any portion of PSR/PDS preparation work or request other interim reviews, except as otherwise set forth in this Agreement, CITY shall first agree in writing to reimburse CALTRANS for such work and PARTIES will amend this Agreement before CALTRANS begins the work.
12. CALTRANS will invoice CITY for a deposit of \$35,000 upon execution of this Agreement. CITY will pay invoices within thirty (30) calendar days of receipt.

Thereafter, CALTRANS will submit monthly invoices to CITY, accompanied by reasonable descriptions of the services performed during the preceding month, the fees, and the related expenses.

After PARTIES agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.
13. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, CITY will notify CALTRANS within 24 hours of discovery.
14. PARTIES 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.
15. 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.
16. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.

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17. Except to the extent the injury, damage or liability is caused directly or indirectly, in whole or part, by City or a City officer, employee or agent, 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 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 will fully 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 and/or its agents under this agreement.
18. Except to the extent the injury, damage or liability is caused directly or indirectly, in whole or part, by CALTRANS or a CALTRANS officer, employee or agent, 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 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 will fully 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 and/or its agents under this Agreement.
19. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any PARTY(IES) hereto.
20. This Agreement will terminate 90 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

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EA 05-1C150K
Project No. 051200070
District Agreement 05-0262

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

CITY OF EL PASEO de ROBLES

By: _____
District Director

By: _____
Mayor

CERTIFIED AS TO REIMBURSED AUTHORITY:

APPROVED AS TO FORM:

By: _____
District Budget Manager

By: _____
City Attorney

APPROVED AS TO FORM:

By: _____
Deputy Attorney

APPROVED AS TO FINANCIAL TERMS:

By: _____
HQ Accounting

EXHIBIT-A SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
1	150				DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]		X	
		05			TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT		X	
			05		REVIEW OF EXISTING REPORTS STUDIES AND MAPPING		X	
			10		GEOLOGICAL HAZARDS REVIEW		X	
			15		UTILITY SEARCH		X	
			20		ENVIRONMENTAL CONSTRAINTS IDENTIFICATION		X	
			25		TRAFFIC FORECASTS/MODELING		X	
			30		SURVEYS AND MAPS FOR PID		X	
				05	REGULAR SURVEYS AND MAPS FOR PID		X	
				10	ACCELERATED ENGINEERING SURVEYS			X
			35		PROBLEM DEFINITION		X	
			45		AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY		X	
			99		OTHER DEFINITION AND ASSESSMENT PRODUCTS		X	
		10			INITIAL ALTERNATIVES DEVELOPMENT		X	
			05		PUBLIC/LOCAL AGENCY INPUT		X	
			10		VALUE ANALYSIS			X
			15		CONCEPT ALTERNATIVES DEVELOPMENT		X	
			99		OTHER INITIAL ALTERNATIVE DEVELOPMENT PRODUCTS		X	
		15			ALTERNATIVES ANALYSIS		X	
			05		RIGHT OF WAY DATA SHEETS (See Guidance)		X	
			10		UTILITY RELOCATION REQUIREMENTS ASSESSMENT			X
			15		RAILROAD INVOLVEMENT DETERMINATION		X	
			20		DISTRICT PRELIMINARY GEOTECHNICAL REPORT (DPGR)			X
			25		PRELIMINARY MATERIALS REPORT			X
			30		STRUCTURES ADVANCE PLANNING STUDY (See Guidance)		X	
				05	STRUCTURES PRELIMINARY GEOTECHNICAL REPORT			X
				10	STRUCTURES PRELIMINARY HYDRAULICS REPORT			X
				15	STRUCTURES PRELIMINARY ARCHITECTURAL AND AESTHETICS REPORT			X
				20	STRUCTURES PRELIMINARY MAINTENANCE REPORT			X
				25	STRUCTURES PRELIMINARY CONSTRUCTION PLAN			X
				30	STRUCTURES ADVANCE PLANNING REPORT			X
				99	OTHER STRUCTURES ADVANCE PLANNING STUDY PRODUCTS (See Guidance)		X	
				35	MULTIMODAL REVIEW (Complete Streets)		X	

EXHIBIT – A

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
			40		HYDRAULIC REVIEW			X
			45		TRAFFIC CAPACITY ANALYSIS		X	
			50		TRAFFIC STUDIES		X	
			55		CONSTRUCTION ESTIMATES		X	
			60		PRELIMINARY TRANSPORTATION MANAGEMENT PLAN			X
			99		OTHER ALTERNATIVE ANALYSIS PRODUCTS (See Guidance)		X	
		20			PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT		X	
			05		INITIAL NOISE STUDY			X
			10		HAZARDOUS WASTE INITIAL SITE ASSESSMENT			X
			15		SCENIC RESOURCE AND LANDSCAPE ARCHITECTURE REVIEW			X
			20		INITIAL NEPA/404 COORDINATION			X
			25		INITIAL BIOLOGY STUDY			X
			30		INITIAL RECORDS AND LITERATURE SEARCH FOR CULTURAL RESOURCES		X	
			40		INITIAL COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES			X
			45		INITIAL AIR QUALITY STUDY			X
			50		INITIAL WATER QUALITY STUDIES			X
			55		INITIAL FLOODPLAIN STUDY			X
			60		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT PREPARATION		X	
			65		INITIAL PALEONTOLOGY STUDY			X
			70		INITIAL NATIVE AMERICAN COORDINATION			X
			99		OTHER PEAR PRODUCTS (See Guidance)		X	
		25			APPROVED PID [PSR PSSR ETC.]		X	
			05		DRAFT PID		X	
			10		APPROVED EXCEPTIONS TO DESIGN STANDARDS (See Guidance)	X	X	
			15		APPROVED ACCESS MODIFICATION REQUEST (See Guidance)		X	
			20		PID CIRCULATION REVIEW AND APPROVAL	X		
			99		OTHER PID PRODUCTS (See Guidance)		X	
		35			REQUIRED PERMITS DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			X
		40			PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			X
		45			BASE MAPS AND PLAN SHEETS FOR PROJECT INITIATION DOCUMENTS			X

EXHIBIT-B ESTIMATE OF REIMBURSED WORK

SCOPE OF WORK

1) Quality Assurance

- a) Roundabout Fact Sheet
- b) Traffic Study
- c) Travel Forecast

2) Independent Quality Assurance

- a) 60-Day Review
- b) 30-day Review

TOTAL HOURS for Scope of Work 1 and 2 = 1,311 hours
TOTAL COST for Scope of Work 1 and 2 = \$153, 248

3) Meetings

- a) PDT Meetings
 - i) 3 hours = 2 hours (meeting) + 1 hour (prep and travel)
 - ii) Maximum of six CT attendees
 - iii) 2 Meetings—1 to confirm next steps after Traffic MOA & another after CT returns comments to the 60% submittal
- b) Issue-Specific Meetings
 - i) 3 hours = 2 hours (meeting) + 1 hour (prep and travel)
 - ii) Maximum of three CT attendees
 - iii) 4 Meetings

TOTAL HOURS for Scope of Work 1, 2 and 3 = 1,371 hours
TOTAL COST for Scope of Work 1, 2 and 3 = \$160, 290