

COOPERATIVE AGREEMENT
State SHOPP Minor Funds Contribution

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

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

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. This Agreement shall have no force or effect until CITY has obtained an encroachment permit from CALTRANS.
3. CITY intends to improve traffic operations and function at State Route 99's on and off ramps at Eaton Road (PM R36.31) within the SHS and is referred to herein as PROJECT. The PROJECT will include improvements as approved by CALTRANS through the Project Study Report (PSR), at the intersections of Eaton Road and State Route 99.
4. CITY will follow the CALTRANS encroachment permit process in order to complete the PROJECT.
5. CALTRANS will pay CITY in the amount of \$1,000,000 from 16/17 FY District 03 SHOPP Minor funds required for PROJECT.
6. PARTNERS hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward the PROJECT.

SCOPE

7. CITY is responsible for completing all work for the PROJECT.
8. At no cost to CITY, CALTRANS will provide IQA to assure CITY's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICE & PAYMENT

9. CITY will invoice CALTRANS for an initial deposit of \$300,000 after execution of this Agreement and thirty (30) working days prior to the construction contract bid advertisement date.
10. Thereafter, CITY will submit to CALTRANS monthly invoices for the prior month's actual expenditures.
11. After PARTNERS agree that all work for PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund or invoice as necessary in order to satisfy the financial commitment of this Agreement.
12. PARTNERS agree that the total amount of SHOPP Minor funds paid out to CITY will not exceed \$1,000,000.
13. CALTRANS will pay CITY within forty-five (45) calendar days of receipt of invoices.

GENERAL CONDITIONS

14. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
15. CALTRANS and CITY agree that the PROJECT construction contract will be awarded within the same fiscal year in which the funds were allocated.
16. If CITY fails to complete the PROJECT for any reason, CITY shall, at CITY's expense, return the SHS right of way to its original condition or to a safe and operable condition acceptable to CALTRANS. If CITY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill CITY for all expenses incurred and CITY agrees to pay said bill within forty-five (45) days of receipt.

17. If CITY fails to complete the PROJECT for any reason, CITY will refund the full amount of CALTRANS' contribution.
18. CITY will retain all PROJECT related records for three (3) years after the final voucher.
19. If HM-1 or HM-2 is found during construction, CITY will immediately notify CALTRANS.
20. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule. CALTRANS will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
21. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule. Independent of the PROJECT, CITY will pay, or cause to be paid, the cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
22. If HM-2 is found within PROJECT limits, CITY will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
23. HM MANAGEMENT ACTIVITIES costs related to HM-2 are PROJECT costs.
24. 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 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 and 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.
25. 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 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 and 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.

26. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.

27. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
28. Unless otherwise documented in a maintenance agreement, CITY will maintain all PROJECT improvements.
29. This Agreement will terminate upon CALTRANS' acceptance of the PROJECT. However, all indemnification and maintenance articles of this Agreement will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

IQA (Independent Quality Assurance) – CALTRANS' efforts to ensure that another PARTNER's quality assurance activities are in accordance with the applicable standards and the PROJECT's Quality Management Plan (QMP). When CALTRANS performs IQA it does not develop, produce, validate, verify, re-check, or quality control another PARTNER's work products.

HM-1 – 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 PROJECT or not.

HM-2 – 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 PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other parties.

SHOPP (State Highway Operation and Protection Program)

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS 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:

Najed Dakak, Project Manager
703 B Street
Marysville, CA 95901
Office Phone: (530) 741-5457
Email: Najed.Dakak@dot.ca.gov

The primary Agreement contact person for CITY is:

Brendan Ottoboni, Director of Public Works, Engineering
P. O. Box 3420
Chico, CA 95928
Office Phone: (530) 636-3848
Email: Brendan.Ottoboni@Chicoca.gov

SIGNATURES

PARTNERS declare that:

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

By: _____
Thomas L. Brannon
Deputy District Director,
D3 Program / Project Management

CERTIFIED AS TO FUNDS:

By: _____
District Project Control Officer

CITY OF CHICO

By: Mark Orme
Mark Orme
City Manager
Authorized pursuant to Resolution No.
65-16 2016-2017 City of Chico
Annual Budget Policy No. G.6.a.

ATTEST:

By: _____
Deborah R. Presson
City Clerk

APPROVED AS TO FORM:

By: [Signature]
Vincent C. Ewing
City Attorney

APPROVED AS TO CONTENT:

By: Frank Fields
Frank Fields
Administrative Services Director