

# MEMORANDUM

DEPARTMENT OF PUBLIC WORKS  
County of Placer

TO: BOARD OF SUPERVISORS  
DATE: April 24, 2012

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: AUBURN RAVINE ROAD/INTERSTATE 80 AND BOWMAN ROAD  
CALTRANS COOPERATIVE AGREEMENT

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## ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to enter into and execute a Cooperative Agreement with Caltrans to receive project funding in an amount not to exceed \$250,000, with County Counsel and Risk Management review and approval, for the construction of improvements at the intersection of Auburn Ravine Road/Interstate 80 and Bowman Road.

## BACKGROUND / SUMMARY

The intersection of Auburn Ravine Road and Bowman Road is in need of improvements. Currently the eastern leg of this intersection carries both westbound through and right turn traffic with one wide lane. This causes right turn traffic to have to squeeze past through traffic that is at a stop. The Department of Public Works' plan is to correct this deficiency by providing two separate lanes.

Since existing and future traffic movements at this intersection directly affect vehicles on the Interstate 80 on-ramp, off-ramp and bridge overcrossing, Caltrans has offered to contribute funding for the project in an amount not to exceed \$250,000. This project will enhance the area by reducing traffic congestion, as well as providing a road overlay and restriping, better pedestrian access and signal improvements.

## ENVIRONMENTAL

This action is not a project as defined in Section 21065 of the California Environmental Quality Act (CEQA) and therefore is exempt from CEQA, because this contract does not commit the County to any definite course of action that could impact the physical environment.

## FISCAL IMPACT

The estimated current construction cost is \$414,000. The County's share will be funded from the Auburn/Bowman region of the Countywide Traffic Fee Program and will be included in the 12/13 budget.

Attachments: Resolution  
Location Map  
Copy of Agreement

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: Adopt a Resolution authorizing the Director of Public Works to enter into and execute a Cooperative Agreement with Caltrans to receive project funding in an amount not to exceed \$250,000, with County Counsel and Risk Management review and approval, for the construction of improvements at the intersection of Auburn Ravine Road/Interstate 80 and Bowman Road.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

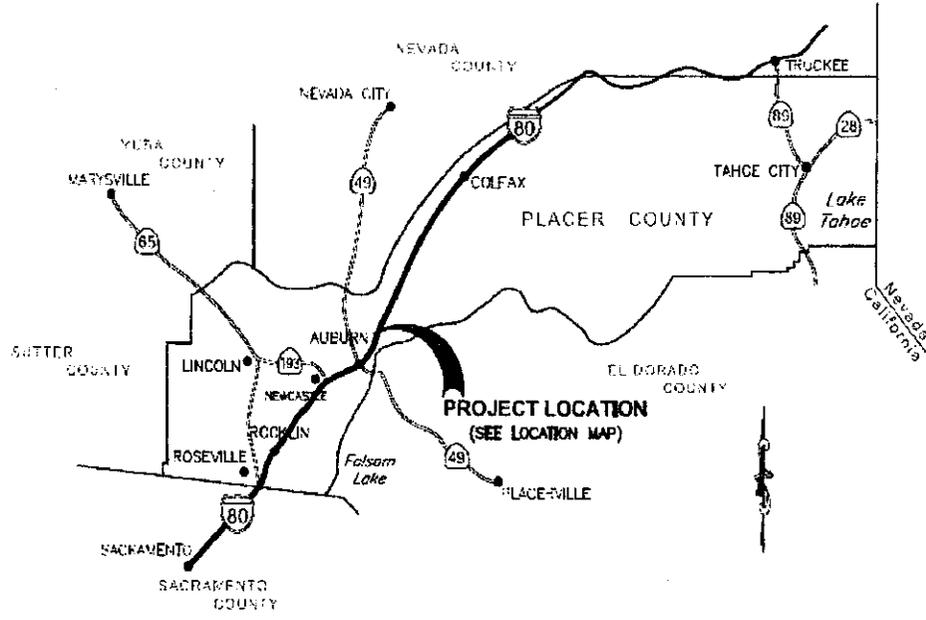
Absent:

Signed and approved by me after its passage.

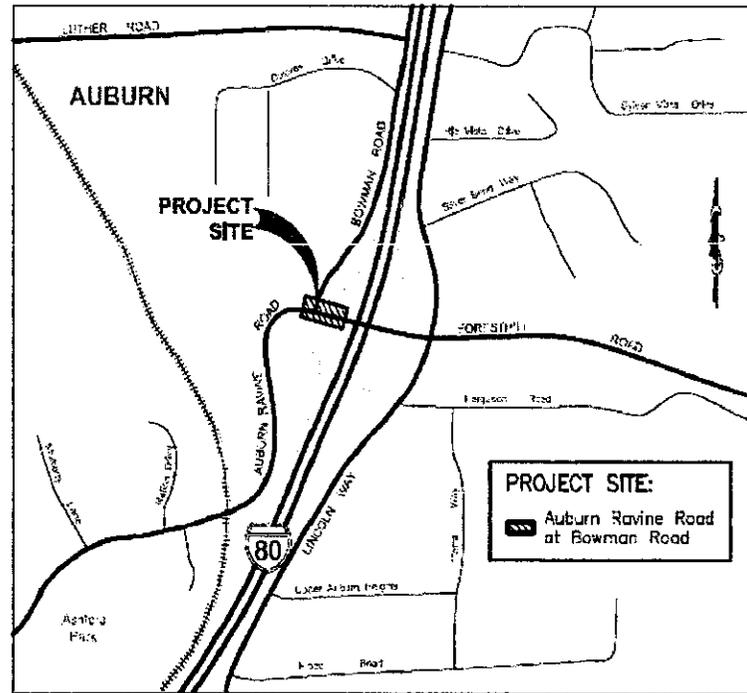
Attest:  
Clerk of said Board

\_\_\_\_\_  
Chair, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that the Board authorizes the Director of Public Works to enter into and execute a Cooperative Agreement with Caltrans to receive project funding in an amount not to exceed \$250,000, with County Counsel and Risk Management review and approval, for the construction of improvements at the intersection of Auburn Ravine Road/Interstate 80 and Bowman Road.



**VICINITY MAP**  
NO SCALE



**LOCATION MAP**  
NO SCALE

**COOPERATIVE AGREEMENT  
State Minor Funds Contribution**

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

County of Placer, a political subdivision of the State of California, referred to herein as "COUNTY".

**RECITALS**

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, are authorized to enter into a cooperative Agreement for improvements to the State Highway System (SHS) per Streets and Highways Code sections 114 and 130.
2. This Agreement shall have no force or effect until COUNTY has obtained an encroachment permit from CALTRANS.
3. COUNTY intends to install signal cameras at the Interstate 80 eastbound and westbound off-ramps at the Auburn Ravine/Bowman Road intersection, referred to herein as PROJECT.
4. COUNTY will construct PROJECT under the standard CALTRANS encroachment permit process.
5. CALTRANS will pay COUNTY in the amount of \$250,000 from Minor B funds required for PROJECT.
6. PARTNERS hereto intend to define herein the terms and conditions under which PROJECT is to be constructed and maintained and for CALTRANS' contribution toward PROJECT.

## DEFINITIONS

**IQA** (Independent Quality Assurance) – Ensuring that COUNTY’s quality assurance activities result in work being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver work or any validation by verifying or rechecking work performed by another partner.

**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 partners.

## SCOPE

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

## INVOICES & PAYMENTS

9. COUNTY will invoice CALTRANS for an initial deposit of \$100,000 within ninety (90) days prior to advertisement of construction contract.
10. Thereafter, COUNTY will submit to CALTRANS monthly invoices for estimated monthly costs based on the prior month’s actual expenditures.
11. After PARTNERS agree that all work for PROJECT is complete, COUNTY will submit a final accounting for all costs. Based on the final accounting, COUNTY will refund as necessary in order to satisfy the financial commitment of this Agreement.

12. PARTNERS agree that the total amount of Minor B funds paid out to COUNTY will not exceed \$250,000.
13. CALTRANS will pay COUNTY within 30 (thirty) 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. All work performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow and in compliance with the Encroachment Permit requirements and process.
16. If COUNTY terminates PROJECT prior to completion, CALTRANS shall require COUNTY, at COUNTY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to CALTRANS. If COUNTY fails to do so, CALTRANS reserves the right to finish work or place PROJECT in a safe and operable condition and CALTRANS will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said bill within thirty (30) days of receipt.
17. COUNTY will retain all PROJECT related records for three (3) years after the final voucher.
18. If HM-1 or HM-2 is found during construction, COUNTY will immediately notify CALTRANS.
19. CALTRANS, independent of PROJECT, is responsible for and pays or cause to be paid 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.
20. COUNTY, independent of PROJECT, is responsible for and pays or cause to be paid any HM-1 found within PROJECT limits and outside the existing SHS right of way. COUNTY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
21. If HM-2 is found within PROJECT limits, COUNTY will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
22. HM MANAGEMENT ACTIVITIES costs related to HM-2 are construction support and construction capital costs.

23. 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 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 will fully 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, including, 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.
24. 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 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 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, including, 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 and/or its agents under this Agreement.
25. If work is done under contract (not completed by a COUNTY's own employees) and is governed by the California Labor Code's definitions of a "public work" (section 1720(a), that COUNTY will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
26. Unless otherwise documented in a maintenance agreement, COUNTY will maintain all PROJECT improvements.
27. This Agreement will terminate upon CALTRANS' acceptance of PROJECT.

However, all indemnification, document retention and maintenance articles will remain in effect until terminated or modified in writing by mutual agreement.

**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

COUNTY OF PLACER

By: \_\_\_\_\_  
THOMAS L. BRANNON  
Deputy, District Director  
D3 Programming/Project Management

By: \_\_\_\_\_  
Title

APPROVED AS TO  
FORM AND PROCEDURE:

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
District Budget Manager

By: \_\_\_\_\_  
Title

APPROVED AS TO  
FORM AND PROCEDURE:

By: \_\_\_\_\_  
Deputy Attorney

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
HQ Accounting Supervisor