

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: May 8, 2012

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: **CALTRANS COOPERATIVE AGREEMENT -- INTERSECTION OF ALPINE MEADOWS ROAD AND STATE ROUTE 89**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to enter into and execute a Cooperative Agreement, with County Counsel's review and approval, with Caltrans receiving an amount not to exceed \$874,000 for the construction of improvements at the intersection of Alpine Meadows Road and State Route 89. This agreement is contingent upon Caltrans project approval and funding allocation at the May 23 California Transportation Commission (CTC) board meeting.

BACKGROUND / SUMMARY

The Department of Public Works is currently completing the design of a federal Highway Bridge Program project which will replace the existing, structurally deficient bridge on Alpine Meadows Road over the Truckee River. The proposed project will construct a new bridge and roadway approaches to current standards. The eastern bridge approach includes the intersection of State Route 89 and Alpine Meadows Road which needs to be upgraded at the expense of the State according to a Project Report completed by Caltrans in 2004. The intersection improvements described in the Project Report include a new signal and an improved lane for movements from southbound State Route 89 onto eastbound Alpine Meadows Road.

Caltrans would like to construct the intersection improvements with the County's bridge project which will require a Caltrans encroachment permit because of the bridge's proximity to the State highway right-of-way should the funding become available. Caltrans will contribute \$874,000 (assuming CTC Board approval) through this cooperative agreement which will fund the estimated construction and construction administration costs associated with the intersection improvements. The County's contribution includes preparation of the construction contract documents for the intersection improvements for an estimated cost of \$30,000. If awarded by the CTC, the funding will not be used until the required encroachment permit is approved by Caltrans.

ENVIRONMENTAL

A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and adopted by the Placer County Board of Supervisors on March 8, 2011. The NEPA Categorical Exclusion Compliance for this project was approved on March 10, 2011.

FISCAL IMPACT

The total cost of the bridge project is \$9,200,000. The total cost for the intersection improvement portion of this project is estimated to be \$904,000. Caltrans will contribute \$874,000 through this cooperative agreement which will fund the estimated construction and construction administration costs. The County will prepare the construction contract documents for an estimated cost of \$30,000 which will be funded with Tahoe Resorts Benefit District traffic impact fees. There are sufficient funds available in the 2011-12 Fiscal Year Budget and future fiscal years for this agreement.

Attachments: Resolution; Location Map; Copy of Cooperative Agreement

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

In the matter of: **A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ENTER INTO AND EXECUTE A COOPERATIVE AGREEMENT, WITH COUNTY COUNSEL'S REVIEW & APPROVAL, WITH CALTRANS IN AN AMOUNT NOT TO EXCEED \$874,000 FOR CONSTRUCTION IMPROVEMENTS AT THE INTERSECTION OF ALPINE MEADOWS ROAD AND STATE ROUTE 89**

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:

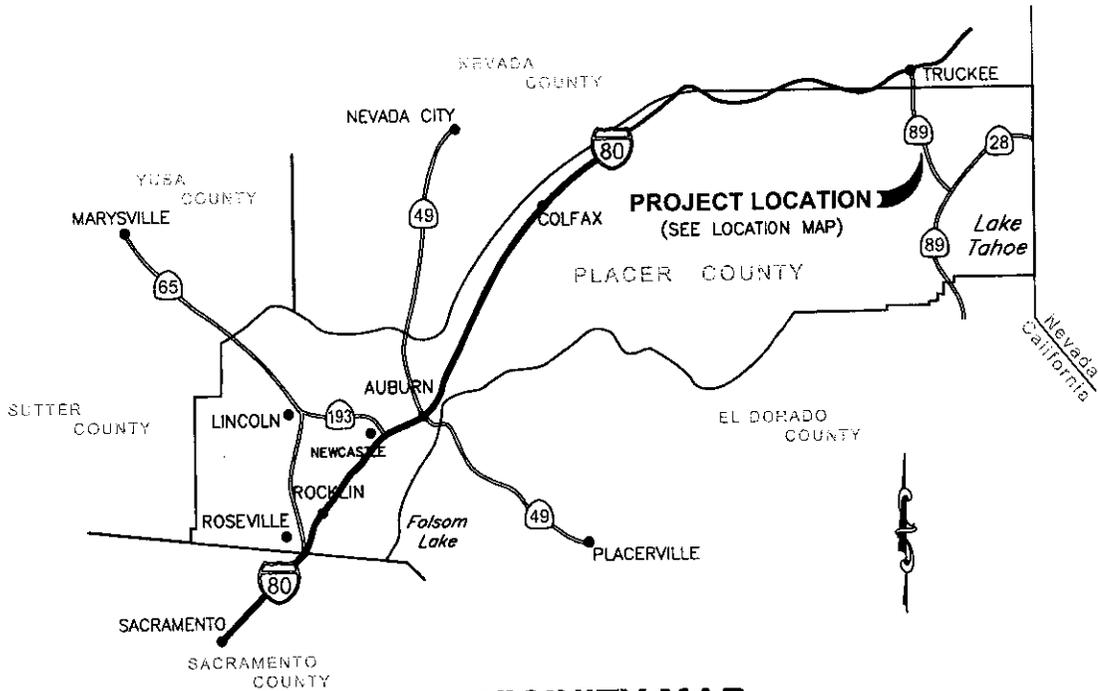
Signed and approved by me after its passage.

ATTEST:
Clerk of said Board

Chair, Board of Supervisors

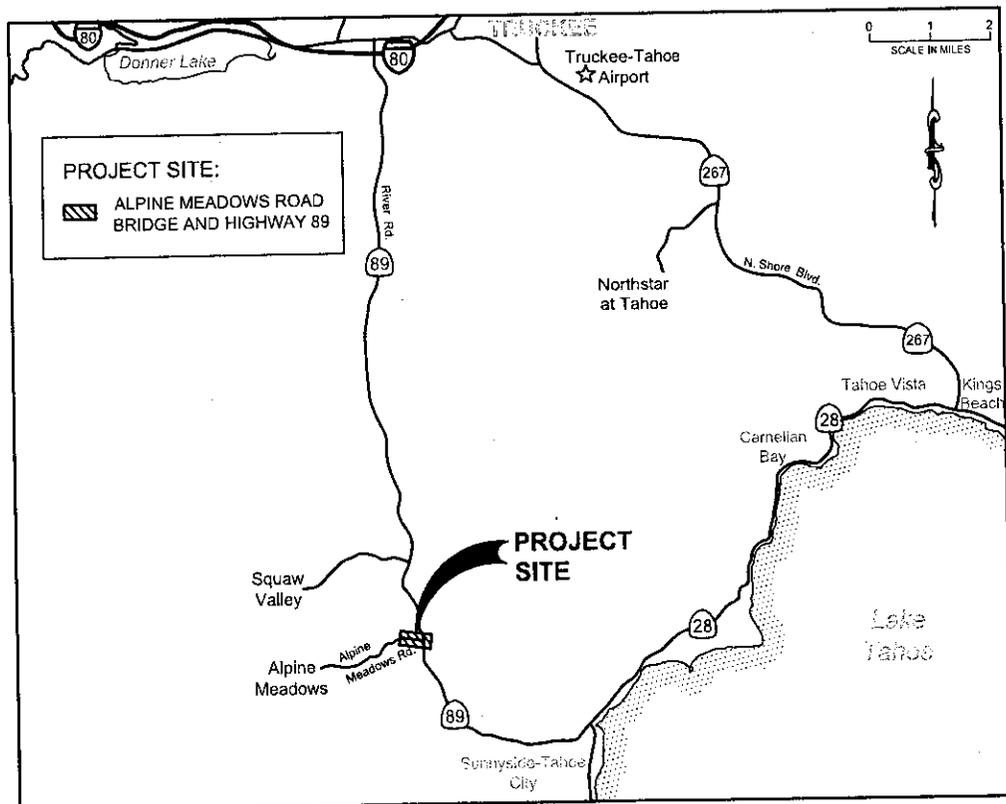
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board hereby authorizes the Director of Public Works to enter into and execute a Cooperative Agreement with Caltrans in an amount not to exceed \$874,000 for construction improvements at the intersection of Alpine Meadows Road and State Route 89.

ALPINE MEADOWS ROAD BRIDGE REPLACEMENT PROJECT



VICINITY MAP

Not to Scale



LOCATION MAP

Scale as Shown

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 signalize and improve the intersection on State Route 89 at Alpine Meadows Road, 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 \$874,000 from Minor A funds required for PROJECT.
6. The parties 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

1. COUNTY is responsible to complete all work for PROJECT.
2. 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 AND PAYMENTS

1. COUNTY will invoice CALTRANS for an initial deposit of \$300,000 within ninety (90) days prior to advertisement of construction contract.
2. Thereafter, COUNTY will submit to CALTRANS monthly invoices for estimated monthly costs based on the prior month's actual expenditures.
3. 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.
4. PARTNERS agree that the total amount of Minor A funds paid out to COUNTY will not exceed \$874,000.
5. CALTRANS will pay COUNTY within 30 (thirty) calendar days of receipt of invoices.

GENERAL CONDITIONS

1. 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.
2. 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.
3. 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.
4. COUNTY will retain all PROJECT related records for three (3) years after the final voucher.
5. If HM-1 or HM-2 is found during construction, COUNTY will immediately notify CALTRANS.

6. 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.
7. 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.
8. If HM-2 is found within PROJECT limits, COUNTY will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
9. HM MANAGEMENT ACTIVITIES costs related to HM-2 are construction support and construction capital costs.
10. 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.
11. 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.
12. 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.
13. Unless otherwise documented in a maintenance agreement, COUNTY will maintain all PROJECT improvements.
14. This Agreement will terminate upon CALTRANS' acceptance of PROJECT.
15. 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, a political
subdivision of the State of California

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

By: _____
Ken Grehm, Director
Department of Public Works

Certified as to Funds:

Approved as to Form:

By: _____
District Budget Manager

By: _____
County Counsel
County of Placer

Approved as to Form and Procedure:

By: _____
Deputy Attorney

Certified as to Funds:

By: _____
Head Quarters Accounting Supervisor

219

