

CITY OF YUBA CITY
STAFF REPORT

Date: August 16, 2016

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation by: Diana Langley, Public Works Director

Summary

Subject: Cooperative Agreement with the California Department of Transportation for the preparation of a Project Study Report – Project Development Support Project Initiation Document for the State Route 99/State Route 20 Urban Interchange

Recommendation: Authorize the City Manager to execute a Cooperative Agreement with the California Department of Transportation in the amount of \$292,000 for the preparation of a Project Study Report – Project Development Support Project Initiation Document for the State Route 99/State Route 20 Urban Interchange

Fiscal Impact: \$292,000 – Account No. 931223-65502 (SR 99/SR 20 Intersection)

Purpose:

To begin the process for the construction of an urban interchange at the State Route 99/State Route 20 intersection.

Background:

The California Department of Transportation (Caltrans) has identified in their State Route 99 Transportation Corridor Concept Report (TCCR) a planned project for the construction of an urban interchange at the intersection of State Route 99 (SR 99) and State Route 20 (SR 20) in Yuba City. The TCCR shows an estimated total cost of \$104 Million including \$64 Million for right-of-way with right-of-way acquisition taking place somewhere in the timeframe of 2021-2036.

Earlier this year as part of a Transportation Workshop, the City Council expressed a desire to expedite the consideration of the construction of an urban interchange at the SR 99/SR 20 intersection and directed staff to reach out to Caltrans. Staff scheduled a meeting with Caltrans District 3 Director Amarjeet Benipal in which Director Benipal indicated that if the City wanted to advance the project, the City would need to pay for the preparation of a Project Study Report – Project Development Support (PSR-PDS) Project Initiation Document (PID).

Staff obtained a proposal from Caltrans in the amount of \$292,000 to prepare a PSR-PDS to evaluate up to four interchange alternatives. The next step is to execute a Cooperative Agreement so that Caltrans can begin the work.

Analysis:

The attached Cooperative Agreement was prepared by Caltrans staff and reviewed by the City Attorney. It outlines the scope of work, responsibilities of each agency, and payment terms. It is estimated that the PID will take approximately 16 months to complete.

Fiscal Impact:

Caltrans has submitted a proposal to prepare the PID in an amount not to exceed \$292,000. There is \$350,000 available in the FY 2016-17 Capital Improvement Program in Account No. 931223-65502 (SR 99/SR 20 Intersection).

Alternatives:

Do not proceed with the preparation of the PID at this time.

Recommendation:

Authorize the City Manager to execute a Cooperative Agreement with the California Department of Transportation in the amount of \$292,000 for the preparation of a Project Study Report – Project Development Support Project Initiation Document for the State Route 99/State Route 20 Urban Interchange.

Prepared by:

Submitted by:

/s/ Diana Langley

Diana Langley
Public Works Director

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Finance

RB

City Attorney

TH via email

COOPERATIVE AGREEMENT

Project Study Report – Project Development Support (PSR-PDS)

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

City of Yuba City, 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 Government Code 65086.5.
2. CITY desires that a project initiation document (PID) be developed for an interchange on SR99 at SR20 in Yuba City within the State Highway System (SHS), referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. CITY requests CALTRANS to develop the PID and CITY is willing to fund one hundred percent (100%) of the costs and fees of the PID and the costs to reimburse CALTRANS. CALTRANS will develop, review and approve the PID as reimbursed work.
5. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

ROLES AND RESPONSIBILITIES

6. CALTRANS will prepare a PID for PROJECT at CITY's sole cost and expense and at no cost to CALTRANS.
7. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement by reference. CITY will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Guide to Project Delivery Workplan Standards* (previously known as WBS Guide) available at www.dot.ca.gov/hq/projmgmt/guidance.htm.

8. CALTRANS has no obligation to perform work if funds to perform work are withheld or unavailable.

INVOICE AND PAYMENT

9. CITY agrees to pay CALTRANS, an amount not to exceed \$292,000.
10. CALTRANS will draw from state and federal funds that are provided by CITY without invoicing CITY when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
11. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
12. CALTRANS will invoice CITY for a lump sum (single payment) of \$292,000 after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
13. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund as necessary in order to satisfy the financial commitments of this Agreement.
14. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
15. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
16. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

GENERAL CONDITIONS

17. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
18. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within PROJECT limits, CALTRANS will notify CITY within 24 hours of discovery.

19. PARTNERS 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.
20. 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.
21. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
22. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
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 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.
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 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.
25. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to obligations that effect the terms of this AGREEMENT.

26. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTNER – Any individual signatory party to this Agreement.

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.

SCOPE SUMMARY – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements as outlined by the *Guide to Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

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:

Sung Moon, Project Manager
703 B Street
Marysville, CA 95901

Office Phone: (530) 740-4805
Email: sung.moon@dot.ca.gov

The primary Agreement contact person for CITY is:

Diana Langley, Public Works Director
1201 Civic Center Blvd.
Yuba City, CA 95993

Office Phone: (530) 822-4792
Fax Number: (530) 822-4694
Email: dlangley@yubacity.net

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 YUBA CITY

By: _____
Steven C. Kroeger
City Manager

Attest:

By: _____
Terrel Locke
City Clerk

Approved as to form and procedure:

By: _____
Tim Hayes
City Attorney

SCOPE SUMMARY SCOPE SUMMARY

WORK ELEMENT	CALTRANS	CITY	N/A
0.100.05.05.xx - Quality Management Plan	X		
0.100.05.05.xx - Risk Management Plan	X		
0.100.05.05.xx - Communication Plan	X		
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	X		
0.100.05.10.xx - Independent Quality Assurance (IQA)			X
0.100.05.10.xx - Project Development Team Meetings	X		
1.150.05.05 - Review of Existing Reports Studies and Mapping	X		
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review	X		
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search	X		
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification	X		
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling	X		
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PID	X		
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition	X		
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information			X
1.150.10.05 - Public/Local Agency Input	X		
1.150.15.05 - Right of Way Data Sheets	X		
1.150.15.10 - Utility Relocation Requirements Assessment	X		
1.150.15.15 - Railroad Involvement Determination	X		
1.150.15.25 - Preliminary Materials Report	X		
1.150.15.35 - Multimodal Review	X		

WORK ELEMENT	CALTRANS	CITY	N/A
1.150.15.40 - Hydraulic Review	X		
1.150.15.50 - Traffic Studies	X		
1.150.15.55 - Construction Estimates	X		
1.150.20.05 - Initial Noise Study	X		
1.150.20.10 - Hazardous Waste Initial Site Assessment	X		
1.150.20.15 - Scenic Resource and Landscape Architecture Review	X		
1.150.20.30 - Initial Records and Literature Search for Cultural Resources	X		
1.150.20.50 - Initial Water Quality Studies	X		
1.150.20.60 - Preliminary Environmental Analysis Report Preparation	X		
1.150.20.65 - Initial Paleontology Study	X		
1.150.25.05 - Draft PID	X		
1.150.25.20 - PID Circulation, Review, and Approval	X		
1.150.25.25 - Storm Water Data Report	X		
1.150.35 - Required Permits During PID Development	X		
1.150.40 - Permit Identification During PID Development	X		
1.150.45 - Base Maps and Plan Sheets for PID	X		

Estimate for PSR-PDS
99/20 Interchange
1/7/16

* Per discussion with Yuba City both estimates assume that hydrology/hydraulics will have been completed as part of the Master Plan for this location, and will be available for use.

ESTIMATE #1

Total estimated cost for Caltrans to prepare and complete a Project Study Report – Project Development Support(PSR-PDS) Project Initiation Document(PID) for the SR 99/20 Interchange project in Sutter County. PSR-PDS will include the following:

- Perform initial engineering analysis for 4 interchange alternatives
- Review of existing facilities and modifications required to adequately drain each alternative
- Structures Advanced Planning Estimate
- Preliminary Environmental Analysis Report(PEAR)
- Landscape Architectural Assessment Sheet(LAAS)
- Right of Way(ROW) datasheets for each alternative
- Preliminary Storm Water Risk Level Determination
 - Preliminary Hydraulic Analysis
- Traffic Management Plan(TMP) Datasheet
- Traffic Engineering Performance Assessment
- Cost Estimate
- Projected Schedule
- Identification of Risks, Risk Register
- Transportation Planning Scoping Information Sheet

Total Cost of Estimate #1
\$292,000

ESTIMATE #2

PSR-PDS will include the same as estimate #1 along with the following:

- Demand Modeling
- Micro-Simulation(MS) modeling
- Intersection Traffic Counts(required to run MS and demand modeling)

Total Cost of Estimate #2
\$437,000