

CITY OF MOUNTAIN VIEW
RESOLUTION NO.
SERIES 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW APPROVING COOPERATIVE AGREEMENT NO. 04-2745 BETWEEN THE CITY OF MOUNTAIN VIEW AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), FOR IMPROVEMENTS TO THE STATE HIGHWAY SYSTEM PER THE CALIFORNIA STREETS AND HIGHWAYS CODE SECTIONS 114 AND 130, FOR CALTRANS' REVIEW OF THE PROJECT INITIATION DOCUMENT (PROJECT STUDY REPORT/PROJECT REPORT), AND ENVIRONMENTAL DOCUMENTATION CLEARANCE PHASES FOR THE SHORELINE BOULEVARD AT HIGHWAY 101 BICYCLE/PEDESTRIAN BRIDGE, PROJECT 16-60, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$320,000

WHEREAS, Government Code Section 65086.5 authorizes Caltrans to review and approve Project Initiation Documents (PIDs) for projects sponsored by local agencies as reimbursed work; and

WHEREAS, the City desires to develop a Project Study Report/Project Report (PSR/PR) document that proposes a bicycle/pedestrian overcrossing (BPOC) across U.S. 101 and its adjoining ramps. The BPOC will be situated to the north of the U.S. 101/Shoreline Boulevard interchange and connect to the bicycle/pedestrian improvements proposed along Shoreline Boulevard from Terra Bella Avenue to Pear Avenue; and

WHEREAS, Caltrans requires the City to enter into Cooperative Agreement No. 04-2745 (Agreement), containing terms and conditions requiring the City to complete PSR/PR, and for Caltrans to perform specified reimbursed tasks related to PSR/PR; and

WHEREAS, Caltrans requires the City to adopt a resolution to approve the Cooperative Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mountain View hereby approves the Cooperative Agreement, attached hereto as Exhibit A, and authorizes the City Manager to execute the Agreement in an amount not exceeding \$320,000.

TST/TS/6/RESO/942-10-27-20r

Exhibit: A. Cooperative Agreement No. 04-2745

Agreement 04-2745
Project No. 0419000384
EA 4Q350
04-SCL-101-R48.4/R48.8

(PSR-PR) PID ONLY
COOPERATIVE AGREEMENT

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

City of Mountain View, a municipal corporation and chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, hereinafter referred to as PARTIES and individually referred to as PARTNER, 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. Government Code section 65086.5 authorizes CALTRANS to (i) prepare PIDs for projects sponsored by Local Agencies, or (ii) review and approve PIDs developed by others, as reimbursed work.
3. CITY desires to develop a Project Study Report – Project Report (PSR-PR) document *that proposes a bicycle/pedestrian overcrossing (BPOC) across US-101 and its adjoining ramps. The BPOC will be situated to the north of the US-101/Shoreline Boulevard interchange and connect to bicycle/pedestrian improvements proposed along Shoreline Boulevard from Terra Bella Avenue to Pear Avenue*, referred to as PROJECT. This PSR-PR document in this AGREEMENT is referred to as a PID.
4. PARTIES acknowledge that this Agreement is only applicable for a PID. CITY is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS to review and approve the PID prepared by CITY..
5. AGREEMENT will terminate 180 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.
6. PARTIES hereby set forth the terms, covenants and conditions of this Agreement, under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) are available at <http://dot.ca.gov>.

COMPLETION OF WORK – All PARTIES have met all scope, cost, and schedule commitments included in this Agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTIES that verifies the completion of all scope, cost, and schedule commitments included in this Agreement.

EDQC (Environmental Document Quality Control) - Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/policy-memos#LinkTarget_705. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance are provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTY– a PARTY who is fully funding WORK.

IMPLEMENTING AGENCY – The PARTY responsible for managing the scope, cost and schedule of a project component to ensure the completion of that component.

QMA – Quality Management Assessment - CALTRANS' QMA efforts are to ensure that CITY quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's Quality Management Plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

PARTIES – 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.

PA&ED – Project Approval and Environmental Documentations.

PDT – Project Development Team.

PID (Project Initiation Document) – The project component that includes the activities required to deliver the project initiation document for PROJECT.

PROJECT COMPONENT – Each project component is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

PSR-PDS – Project Study Report-Project Development Support.

PSR-PR – Project Study Report-Project Report.

REIMBURSED WORK –

- (1) CALTRANS review and approval of the PSR-PR prepared by CITY.
- (2) CALTRANS providing relevant proprietary information in the form of existing data dumps, spreadsheets, and maps.
- (3) CALTRANS participation in the project development team (PDT) meetings.
- (4) Work performed by CALTRANS towards QMA and EDQC (Environmental Document Quality Control).

SCOPE SUMMARY – The table in which PARTIES designate their commitment to specific scope activities within each project component as outlined in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) is available at <http://dot.ca.gov>.

SHS – State Highway System.

WORK – All scope and cost commitments included in this Agreement.

RESPONSIBILITIES

7. CITY is SPONSOR for 100% of WORK.
8. CITY is the FUNDING PARTY for this Agreement. CITY’s funding commitment is 100% of WORK cost.
9. CITY will remain the CEQA lead agency for the PROJECT.
10. CALTRANS is the CEQA responsible agency within the SHS.
11. CITY is IMPLEMENTING AGENCY for PID (PSR-PR).
12. CALTRANS shall perform REIMBURSED WORK for PID (PSR-PR).

SCOPE

Scope: General

13. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards: Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
 - CADD User’s Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Standard Environmental Reference
 - Highway Design Manual
14. As a part of REIMBURSED WORK, CALTRANS will review and approve the PID prepared by CITY, will provide relevant proprietary information in the form of existing data dumps, spreadsheets and maps, and will actively participate in the PDT meetings.
15. As a part of REIMBURSED WORK, CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS review and approval will consist of performing QMA to verify that the PID meets department standards and determination that the WORK is acceptable for the next project component. However, CALTRANS review and approval does not involve any work necessary to actually develop or complete the PID. 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 PID.
16. As a part of REIMBURSED WORK, CALTRANS will perform its EDQC process review for environmental documentation.
17. PARTIES may, at their own expense, have representatives observe any scope, cost, or schedule commitments performed by another PARTNER. Observation does not constitute authority over those commitments.
18. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
19. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this Agreement will be available to help resolve Work-related problems generated by that component for the entire duration of PROJECT.

20. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Permits will be issued at no cost to CITY and its contractors/consultants and/or agents.
21. Contractors/consultants and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.
22. The preparation of the environmental documentation, including the investigative studies and technical environmental reports, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards current as of the date of performance including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser and, if applicable, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
23. If CITY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and CITY will notify CALTRANS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
24. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and, where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that PARTIES share documents with each other.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.
25. If a PARTY receives a public records request pertaining to WORK under this Agreement, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to PROJECT.
26. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other parties within twenty-four (24) hours of discovery.
27. 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.
28. 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.

29. CALTRANS acquisition or acceptance of title to any property on which hazardous materials are found will proceed in accordance with CALTRANS' policy.
30. PARTIES will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
31. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the implementation of WORK in that component.
32. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
33. PARTIES will confer on any claim that may affect WORK or PARTIES' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim and the PARTY whose rights are being affected agrees to the course of action.
34. PARTIES will maintain and make available to each other all Work-related documents, including financial data, during the term of this Agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years after the final voucher, whichever is later.
35. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, and CITY will have access to all Work-related records of each PARTNER, and any party hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any Work-related records needed for the audit.

The audited PARTY will review the draft audit, findings and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTIES have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to the dispute resolution process set forth in Section 75, below. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

36. If WORK stops for any reason, PARTIES are still obligated to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
37. CITY will complete the activities assigned to it on EXHIBIT A – SCOPE SUMMARY (PSR-PR), which is attached to and made a part of this Agreement. 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.

Scope: Project Initiation Document (PSR–PR)

38. As the PROJECT IMPLEMENTING AGENCY, CITY is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
39. Should CITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, CITY agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
40. CITY will identify and prepare the necessary resource agency permits, agreements, and/or approvals for PROJECT in order to meet the requirements of CEQA and will submit that documentation to CALTRANS at appropriate stages of development for review, comment and concurrence.
41. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
42. CITY will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of CITY by a Civil Engineer registered in the State of California.
43. 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.

As a part of REIMBURSED WORK, CALTRANS will provide CITY with relevant and readily available information in the form of data dumps, spreadsheets and maps, and will actively participate in the PDT meetings. CALTRANS will provide relevant existing proprietary information and maps related to:

Geologic and Geotechnical information

Utility information

Environmental constraints

Topographic and Boundary surveys

As-built centerline and existing right-of-way

44. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

45. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to CITY within 60 calendar days from the date CALTRANS received the draft PID from CITY. CITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by CITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from CITY.

46. No liability will be assigned 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 PID.

47. After CITY revises the PID to address all of CALTRANS' comments and submits the revised PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised PID within 30 calendar days from the date CALTRANS received the revised PID from CITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, CITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30-day CALTRANS review period will be stalled during that time and will continue to run after CITY provides the required data.

No liability will be assigned 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-PR.

48. PID preparation, except as set forth in this Agreement, is to be performed by CITY. Should CITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, CITY shall first agree to reimburse CALTRANS for such work and PARTIES will amend this Agreement.
49. 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 PARTNER(S) hereto.
50. This Agreement may be terminated at any time, in writing, by mutual agreement of PARTIES. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

COST

Cost: General

51. CITY will secure funds for all WORK. Any change to the funding commitments outlined in this Agreement requires an amendment to this Agreement.
52. The cost to comply with and implement the commitments set forth in the environmental documentation is at CITY's cost.
53. The cost of any legal challenges to the CEQA environmental process or documentation for the PROJECT is at CITY's cost.
54. CALTRANS will provide encroachment permits for the PROJECT to CITY, its contractors, consultants and agents, at no cost.
55. Fines, interest, or penalties levied against a PARTY will be paid by the PARTY whose actions, or lack of action, caused the levy.
56. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, CITY accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTIES amend this Agreement.

CALTRANS may request reimbursement for these costs during the amendment process.

57. Except as otherwise provided in this Agreement, CITY will pay invoices within 45 calendar days of receipt of invoice.
58. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.

Cost: Project Initiation Document (PSR-PR)

59. CITY agrees to pay the total estimated amount not to exceed \$320,000 (Three hundred and twenty thousand dollars) to CALTRANS towards REIMBURSED WORK as provided for in this Agreement. Any increase in CALTRANS' REIMBURSED WORK costs will be negotiated in good faith by PARTIES.
60. CALTRANS will invoice CITY for an initial deposit in the amount of \$50,000 immediately following execution of this Agreement and prior to commencement of any WORK performed by CALTRANS. Said initial billing represents two months' estimated costs for WORK performed by CALTRANS.
61. After the first month of WORK, CALTRANS will invoice CITY monthly invoices for prior month's expenditures and CITY will pay invoices within forty-five (45) calendar days of receipt of invoice.
62. CALTRANS shall submit a detailed expenditure report for the actual charges incurred. Expenditure reports shall show all expenditures measured against the REIMBURSED WORK.
63. Should costs of REIMBURSED WORK remain unpaid, CALTRANS reserves the right to stop performing REIMBURSED WORK until additional funds have been received by CALTRANS.
64. Upon completion of WORK, CALTRANS will submit a final accounting of costs. Based on the final accounting, CALTRANS will refund or invoice as necessary, in order to satisfy the financial commitments of this Agreement.

SCHEDULE

65. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

GENERAL CONDITIONS

66. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
67. All WORK by CALTRANS under the terms of this Agreement is subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and the allocation of funds by the California Transportation Commission (CTC).
68. Neither CITY nor any of their officers and employees, are 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 their 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.
69. Neither CALTRANS nor any of their officers and employees, are 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 their 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.
70. PARTIES do not intend this Agreement to create a third -party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTIES do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling WORK different from the standards imposed by law.

71. PARTIES will not assign or attempt to assign WORK to parties not signatory to this Agreement. However, CITY shall not be prohibited from entering into an agreement with a non-PARTY to fulfill CITY's OBLIGATIONS under this Agreement so long as CITY remains ultimately responsible to PARTIES under this Agreement.
72. PARTIES will not interpret any ambiguity contained in this Agreement against each other. PARTIES waive the provisions of California Civil Code section 1654.
73. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
74. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
75. If any PARTY defaults in its WORK, a non-defaulting PARTY will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.
76. PARTIES will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of WORK in accordance with the terms of this Agreement. However, if any PARTY stops fulfilling WORK, any other PARTY may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of San Francisco County. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

77. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
78. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.

79. PARTIES intend this Agreement to be their final expression and to supersede any oral understanding or writings pertaining to WORK.
80. If, during performance of WORK, additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTIES will amend this Agreement to include completion of those additional tasks.
81. The following documents are attached to and made an express part of this Agreement:
SCOPE SUMMARY.
82. This Agreement will terminate 180 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.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this Agreement. PARTIES 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:

Kathy Karroubi, South Region Project Manager
111 Grand Avenue
Oakland, CA 94612
Office Phone: (510) 286-5876
Mobile Phone:(510) 385-6936
Email: kathy.karroubi@dot.ca.gov

The primary agreement contact person for CITY is:

Tina Tseng, Senior Engineer
500 Castro Street
Mountain View, California 94039
Office Phone: (650) 903-6187
Email: Tina.Tseng@mountainview.gov

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF MOUNTAIN VIEW

By: _____
Helena (Lenka) Culik-Caro
Deputy District Director, Design

By: _____
Kimbra McCarthy
City Manager

CERTIFIED AS TO FUNDS:

Attest:

By: _____
Jeffrey Armstrong
District Budget Manager

By: _____
Lisa Natusch
City Clerk

APPROVED AS TO FORM

By: _____
Nicole C. Wright
Assistant City Attorney

**EXHIBIT – A
 SCOPE SUMMARY (PSR-PR)**

WBS Level					Description	CALTRANS	CITY	N/A
4	5	6	7	8				
1	150				DEVELOP PROJECT INITIATION DOCUMENT		X	
2	160				Perform Preliminary Engineering Studies and Draft Project Study Report-Project Report	X	X	
		05			Updated Project information	X	X	
			05		Approved Project Initiation Document Review			X
			10		Geotechnical Information Problem Definition		X	
			15		Materials Information		X	
			20		Traffic Data and Forecasts			X
			25		Geometrics Development (CITY) - Geometrics Approved (CT)	X	X	
			30		Project Scope Review		X	
			35		Project Cost Estimate		X	
			99		Other Project Information Products		X	
		10			Engineering Studies		X	
			10		Traffic Forecasts/Modeling			X
			15		Geometric Plans for Project Alternatives		X	
			20		Value Analysis			X
			25		Hydraulics/Hydrology Studies		X	
			30		Highway Planting Design Concepts		X	
			35		Traffic Operational Analysis			X
			40		Right of Way Data Sheet		X	
			45		Utility Locations Determined for Preliminary Engineering		X	
			50		Railroad Study			X
			55		Multi-Modal Study		X	
			60		Park and Ride Study			X
			65		Right of Way Relinquishment and Vacation Study			X
			70		Traffic Studies/Traffic Capacity Analysis			X
			75		Updated Materials Information		X	
			80		Updated Geotechnical Information		X	
			85		Structures Advance Planning Study (APS) and Preliminary Engineering		X	

WBS Level					Description	CALTRANS	CITY	N/A
4	5	6	7	8				
			90		High Occupancy Vehicle Report			X
			95		Updated Preliminary Transportation Management Plan		X	
			99		Other Engineering Studies		X	
		15			Draft Project Study Report-Project Report		X	
			05		Cost Estimates for Alternatives		X	
			10		Design Standard Decision Document & Exception to Encroachment Policy Request		X	
			15		Approved Design Standard Decision Document and Exceptions to Encroachment Policy	X		
			20		Draft Project Study Report-Project Report		X	
			25		Draft Project Study Report-Project Report Circulation, Review, and Approval	X		
			99		Other Draft Project Study Report-Project Report Products		X	
		20			Engineering and Land Net Surveys		X	
			25		Existing Records	X	X	
			30		Land Net Surveys		X	
			35		Land Net Map		X	
			40		Right of Way Engineering Products		X	
			50		Control Surveys		X	
			55		Photogrammetric Maps and Products		X	
			60		Engineering Surveys		X	
			65		As-Built Centerline Surveys		X	
			70		Pavement Surveys		X	
		30			Environmental Study Request (ESR)		X	
			05		Maps for ESR		X	
			10		Surveys and Mapping for Environmental Studies		X	
			15		Property Access Rights for Environmental/Engineering Studies		X	
		40			NEPA Assignment			X
		45			Base Maps and Plan Sheets for Project Study Report-Project Report and Environmental Studies		X	
2	165				Perform Environmental Studies and Prepare Draft Environmental Addendum		X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document		X	
		10			General Environmental Studies		X	
			15		Community Impact Analysis, Land Use, and Growth Studies			X
			20		Visual Impact Assessment and Scenic Resource Evaluation			X
			25		Noise Study			X
			30		Air Quality Study		X	
			35		Water Quality Studies		X	
			40		Energy Studies			X

WBS Level					Description	CALTRANS	CITY	N/A
4	5	6	7	8				
			45		Geotechnical Report		X	
			55		Draft Right of Way Relocation Impact Document			X
			60		Location Hydraulic and Floodplain Study Report		X	
			65		Paleontology Study		X	
			70		Wild and Scenic Rivers Coordination			X
			75		Environmental Commitments Record		X	
			80		Hazardous Waste Initial Site Assessments/Investigations		X	
			85		Hazardous Waste Preliminary Site Investigations		X	
			99		Other Environmental Studies		X	
		15			Biological Studies		X	
			05		Biological Assessment		X	
			10		Wetlands Study		X	
			15		Resource Agency Permit Related Coordination		X	
			20		Natural Environment Study Report		X	
			99		Other Biological Studies		X	
		20			Cultural Resource Studies		X	
		25			Draft Environmental Document or Categorical Exemption/Exclusion	X	X	
			10		Section 4(F) Evaluation			X
			20		Environmental Quality Control and Other Reviews		X	
			25		Approval to Circulate Resolution	X		
			30		Environmental Coordination	X	X	
			99		Other Draft Environmental Document Products		X	
		30			NEPA Assignment			X
2	170				Permits, Agreements, and Route Adoptions during PA&ED component		X	X
		05			Required permits		X	
		10			NOTE: all permits under 2.170.10 are addressed in the text of this Agreement.			
		15			Railroad Agreements			X
		20			Freeway Agreements		X	
		25			Agreement for Material Sites			X
		30			Executed Maintenance Agreement		X	
		40			Route Adoptions			X
		45			MOU From Tribal Employment Rights Office (TERO)			X
		55			NEPA Assignment			X
2	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification			X
		05			DED Circulation			X
			05		Master Distribution and Invitation Lists			X

WBS Level					Description	CALTRANS	CITY	N/A
4	5	6	7	8				
			10		Notices Regarding Public Hearing and Availability of Draft Environmental Document			X
			15		DED Publication and Circulation			X
			20		Federal Consistency Determination (Coastal Zone)			X
			99		Other DED Circulation Products			X
		10			Public Hearing			X
			05		Need for Public Hearing Determination			X
			10		Public Hearing Logistics			X
			15		Displays for Public Hearing			X
			20		Second Notices of Public Hearing and Availability of DED			X
			25		Map Display and Public Hearing Plan			X
			30		Display Public Hearing Maps			X
			35		Public Hearing			X
			40		Record of Public Hearing			X
			99		Other Public Hearing Products			X
		15			Public Comment Responses and Correspondence			X
		20			Project Preferred Alternative			X
		25			NEPA Assignment			X
2	180				Prepare and Approve Project Study Report-Project Report and Final Environmental Document	X	X	
		05			Final Project Study Report-Project Report		X	
			05		Updated Draft Project Study Report-Project Report		X	
			10		Approved Project Study Report-Project Report	X		
			15		Updated Storm Water Data Report		X	
			99		Other Project Study Report-Project Report Products		X	
		10			Final Environmental Addendum		X	
			05		Concur with Approved Final Environmental Addendum	X	X	
			05		Draft Final Environmental Addendum Review		X	
			10		Revised Draft Final Environmental Addendum		X	
			15		Section 4(F) Evaluation			X
			20		Findings			X
			25		Statement of Overriding Considerations			X
			30		CEQA Certification			X
			40		Section 106 Consultation and MOA			X
			45		Section 7 Consultation		X	
			50		Final Section 4(F) Statement			X
			55		Floodplain Only Practicable Alternative Finding			X
			60		Wetlands Only Practicable Alternative Finding			X
			65		Section 404 Compliance			X

WBS Level					Description	CALTRANS	CITY	N/A
4	5	6	7	8				
				70	Mitigation Measures			X
			10		Public Distribution of Final Environmental Addendum and Respond To Comments		X	
			15		Final Right of Way Relocation Impact Document			X
			99		Other Final Environmental Addendum Products		X	
		15			Completed Environmental Addendum		X	
			05		Record of Decision (NEPA)			X
			10		Notice of Determination (CEQA)		X	
			20		Environmental Commitments Record		X	
			99		Other Completed Environmental Addendum Products		X	
		20			NEPA Assignment			X