

COOPERATIVE AGREEMENT
State SHOPP Minor Funds Contribution

This Agreement, effective on June 26, 2018, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
2. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.
3. AGREEMENT shall have no force or effect until CITY has obtained an encroachment permit from CALTRANS.
4. CITY intends to construct a sidewalk at Charter Oak Avenue within the State Highway System at State Route 29 and is referred to herein as PROJECT.
5. CITY will follow the CALTRANS encroachment permit process in order to complete the PROJECT.
6. CALTRANS will pay CITY in the amount of \$70,000 from SHOPP Minor funds required for PROJECT.
7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward PROJECT.

SCOPE

8. CITY is responsible for completing all work for PROJECT.
9. At no cost to CITY, CALTRANS will perform Quality Management to assure CITY's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICE & PAYMENT

10. CITY will submit to CALTRANS monthly invoices for the prior month's actual expenditures.
11. CALTRANS will pay CITY within 45 (forty-five) calendar days of receipt of invoices.
12. PARTIES agree that the total amount of SHOPP Minor funds paid out to CITY will not exceed \$70,000.
13. After PARTIES 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 AGREEMENT.

GENERAL CONDITIONS

14. All obligations of CALTRANS under the terms of 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. If CITY fails to complete the PROJECT for any reason, CITY shall, at CITY's expense, return the State Highway System 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.
16. If CITY fails to complete the PROJECT for any reason, CITY will refund the full amount of CALTRANS' contribution.
17. CITY will retain all PROJECT related records for four (4) years after the final voucher.
18. HM-1 is 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 the PROJECT or not.

HM-2 is 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 the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

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 State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

CALTRANS, independent of PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

21. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within PROJECT limits and outside of the existing State Highway System right-of-way.

22. CITY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
23. HM-2 MANAGEMENT costs 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 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 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 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 AGREEMENT.
26. If the work performed on 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 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. AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to PROJECT.
28. Unless otherwise documented in a maintenance agreement, CITY will maintain all PROJECT improvements.
29. AGREEMENT will terminate upon CALTRANS' acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTY – Any individual signatory party to AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

The primary Agreement contact person for CALTRANS is:

Kelly Hirschberg, Project Manager

111 Grand Ave

Oakland, CA 94612

Office Phone: (510) 286-4925

Mobile Phone: (510) 715-9016

Email: kelly_hirshberg@dot.ca.gov

The primary Agreement contact person for CITY is:

Erica AhmannSmithies, Public Works Director

1480 Main Street

St. Helena, CA 94574

Office Phone: 707-968-2624

Email: ESMithies@cityofsthelena.org

SIGNATURES


PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into AGREEMENT.
3. The people signing AGREEMENT have the authority to do so on behalf of their public agencies.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF ST. HELENA

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

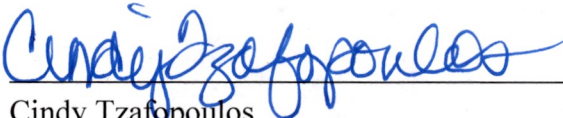


 Mark T. Prestwich
City Manager

VERIFICATION OF FUNDS AND
AUTHORITY:

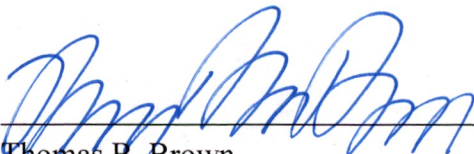
ATTEST:

Jeffrey Armstrong
District Budget Manager



 Cindy Tzafopoulos
City Clerk

APPROVED AS TO FORM AND
PROCEDURE:



 Thomas B. Brown
City Attorney

CITY OF ST. HELENA

RESOLUTION No. 2018-87

Awarding the R18-79 Pavement Overlay Project to Argonaut Constructors in the amount of \$398,705; Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; Authorizing the Director of Public Works to approve Change Orders not to exceed 20% of the contract amount; Authorizing the City Manager to execute a reimbursement agreement with Caltrans for an amount not to exceed \$65,000 for sidewalk replacement on Highway 29

RECITALS

- A. On April 24, 2018 the City of St. Helena City Council adopted a Resolution Approving the Plans, Specification, Authorizing the Bid Request and made findings that the project R18-79 2018 Pavement Overlay is categorically exempt from the California Environmental Quality Act; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on January 9, 2017 a notice inviting bids was posted and mailed to contractors inviting bids for the R18-79 2018 Pavement Overlay; and
- C. Six bids were received and evaluated by the Director of Public Works; and
- D. The lowest responsive and responsible bidder for the Project was Argonaut Constructors, of Santa Rosa, CA; and
- E. Caltrans has offered to reimburse the City up to \$65,000 for replacing sidewalk just north of Charter Oak Avenue along Highway 29 that was removed during the Highway 29 Channelization Project through a reimbursement agreement.

RESOLUTION


The City Council of the City of St. Helena hereby resolves as follows:

1. Awarding the R18-79 Pavement Overlay Project to Argonaut Constructors;
2. Authorizing the City Manager to execute a construction contract in the amount of \$398,705 with Argonaut Constructors for R18-79 2018 Pavement Overlay;
3. Authorizing the Director of Public Works to approve change orders not to exceed 20% of the contract account; and
4. Authorizing the City Manager to execute a reimbursement agreement with Caltrans for an amount not to exceed \$65,000 for sidewalk replacement on Highway 29.

Approved at a Regular Meeting of the St. Helena City Council on June 26, 2018, by the following vote:

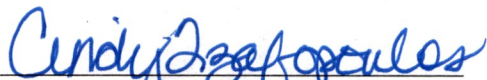
Mayor Galbraith: Yes
Vice Mayor White: Yes
Councilmember Koberstein: Yes
Councilmember Dohring: Yes
Councilmember Ellsworth: Yes

APPROVED:



Peter White, Vice Mayor for
Alan Galbraith, Mayor

ATTEST:



Cindy Tzafopoulos, City Clerk

