

## STAFF REPORT

**SUBJECT:** Caltrans PSR Reimbursement Agreement

**MEETING DATE:** October 6, 2011

**AGENDA ITEM:** 7

**STAFF CONTACT:** Brittany Odermann

**RECOMMENDATION:**

Receive information on Caltrans PSR Reimbursement agreement for local agencies.

**SUMMARY:**

Caltrans Headquarters recently released a final PSR Reimbursement Agreement template and associated exhibits. Local agencies that plan to reimburse Caltrans for PSR work in FY 2011-12 and beyond should contact Aileen Loe in the Caltrans District 5 offices for additional information on how to proceed with the reimbursement process. Caltrans Headquarters staff will also be available at the TTAC meeting, via telephone, to discuss and respond to questions.

**BACKGROUND:**

Under the FY 11-12 State Budget Act the Governor vetoed the allocation of Caltrans resources to perform local PSR work. As a result of the elimination of these resources Caltrans can only review and approve local PSR work by charging local agencies for the services it renders. Local agencies pursuing Caltrans oversight on local PSR work are required to enter into a reimbursement agreement with Caltrans. Caltrans created a PSR Reimbursement Agreement Template and associated exhibits (attached) for local agency use.

**ATTACHMENTS:**

1. PSR Reimbursement Agreement Template
2. Exhibit A PSR
3. Exhibit A PSR-PDS

(Revised August 25, 2011)

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### **INSTRUCTION**

This PID REIMBURSEMENT form is used when a Local Agency is creating a PID for improvements in existing or future State Highway System (SHS) right of way and CALTRANS is providing review and approval of PID.

This is only for PSRs or PSR/PDS type PIDs. PSR/PRs cannot be done through this Agreement.

Because reimbursement authority/funding for PIDs is by FY, Districts should strongly consider using the "invoice upon execution in one lump sum" billing language for all PID Coops during the 2<sup>nd</sup> quarter of any given FY. In the 4<sup>th</sup> quarter of any given FY, if an invoice cannot be issued and paid prior to the end of the FY, postpone execution of the Coop until the following FY.

### **REMARK**

Note: All articles in this agreement are mandatory unless justified in an Authorizing Document as to their deletion or modification. This form can only be used for the PID phase and may not be modified to include any other Project Development phases.

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 20\_\_, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS, and the

*If a City, use the following only:*

CITY OF [NAME], a body politic and a municipal corporation (chartered City) of the State of California, referred to herein as "CITY".

*If a County, use the following only:*

COUNTY OF [NAME], a political subdivision of the State of California, referred to herein as "COUNTY".

*If a Transportation Authority, MPO, RTPA, use the following only:*

[FORMAL NAME], a public corporation/entity, referred to herein as "[NAME]".

*If a Joint Powers Authority (JPA), use the following only:*

[FORMAL NAME], a California Joint Powers Authority referred to herein as "[NAME]".

*If a Native American Tribe recognized by the federal government, use the following only:*

[FORMAL NAME], a Sovereign Tribal Government referred to herein as "[NAME]".

## RECITALS

Replace [LOCAL AGENCY] with the appropriate [NAME] from the previous page for all instances below:

CALTRANS and [LOCAL AGENCY], collectively referred to herein a PARTIES, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) right of way.

1. [LOCAL AGENCY] desires to develop a project initiation document (PID) for \_\_\_\_\_ (*enter the proposed project description*), referred to herein as "PROJECT".
2. PARTIES acknowledge that this Agreement is only applicable for a project study report (PSR) PID or a project study report / project development support (PSR/PDS) PID.
3. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
4. [LOCAL AGENCY] 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.
5. CALTRANS will review and approve the PID prepared by [LOCAL AGENCY] as reimbursed work; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps as reimbursed work; and will also actively participate in the project delivery team (PDT) meetings as reimbursed work.
6. PARTIES hereby set forth the terms, covenants and conditions of this Agreement, under which they will complete the PID.

## AGREEMENT

1. [LOCAL AGENCY] 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 [LOCAL AGENCY] by a Civil Engineer registered in the State of California.
2. [LOCAL AGENCY] will complete the activities assigned to it on the Scope Summary -Exhibit A which is attached to and made a part of this Agreement by reference. 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.
3. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
4. [LOCAL AGENCY] agrees to pay CALTRANS, an amount not to exceed \$\_\_\_\_\_.
5. PARTIES will not incur costs beyond the funding commitments established in this Agreement.

6. CALTRANS will provide [LOCAL AGENCY] with relevant and readily available information in the form of data dumps, spreadsheets, and maps as reimbursed work; and will actively participate in the project delivery team (PDT) meetings as reimbursed work.
7. CALTRANS will complete a review of the draft PID and provide its comments to the [LOCAL AGENCY] within 60 calendar days from the date CALTRANS received the draft PID from [LOCAL AGENCY]. [LOCAL AGENCY] will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by [LOCAL AGENCY], CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from [LOCAL AGENCY].
8. After the [LOCAL AGENCY] revises the PID to address all of CALTRANS' comments and submits the PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the PID within 30 calendar days from the date CALTRANS received the draft PID from [LOCAL AGENCY]. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, [LOCAL AGENCY] will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review.
9. CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID, nor any validation by verifying nor rechecking work performed by [LOCAL AGENCY] or providing guidance to [LOCAL AGENCY]. No liability will be assignable to CALTRANS, its officers and employees by [LOCAL AGENCY] under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
10. PID preparation, except as set forth in this Agreement, is to be performed by [LOCAL AGENCY]. Should [LOCAL AGENCY] request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, [LOCAL AGENCY] shall first agree to reimburse CALTRANS for such work and PARTIES will amend this Agreement.

*Use the following billing article if desire actual expenditures and no EFT (and remove the other optional billing articles).*

11. CALTRANS will invoice [LOCAL AGENCY] for a deposit of \$\_\_\_\_\_ upon execution of this Agreement. [LOCAL AGENCY] will pay invoices within thirty (30) calendar days of receipt.

Thereafter, CALTRANS will submit monthly invoices to [LOCAL AGENCY], accompanied by reasonable descriptions of the services performed during the preceding month, the fees, and the related expenses.

After PARTIES agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.

*Use the following billing article if desire a single lump sum payment and no EFT (and remove the other optional billing articles).*

12. CALTRANS will invoice [LOCAL AGENCY] for a single, lump sum payment of \$\_\_\_\_\_ upon execution of this Agreement. [LOCAL AGENCY] will pay the invoice within thirty (30) calendar days of receipt.

*Use the following billing article if desire actual expenditures with EFT (and remove the other optional billing articles).*

13. PARTIES agree that [LOCAL AGENCY] will make all payments through electronic funds transfer (EFT) and according to requirements of the EFT agreement.

CALTRANS will submit monthly invoices to [LOCAL AGENCY], accompanied by reasonable descriptions of the services performed during the preceding month, the fees, and the related expenses.

[LOCAL AGENCY] will pay each invoice within five (5) days of receipt of invoice.

After PARTIES agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.

*Use the following billing article if desire a single lump sum payment with EFT (and remove the other optional billing articles).*

14. PARTIES agree that [LOCAL AGENCY] will make all payments through electronic funds transfer (EFT) and according to requirements of the EFT agreement.

CALTRANS will invoice [LOCAL AGENCY] for a single, lump sum payment of \$ \_\_\_\_\_ upon execution of this Agreement.

[LOCAL AGENCY] will pay the invoice within five (5) days of receipt of invoice.

15. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, [LOCAL AGENCY] will notify CALTRANS within 24 hours of discovery.
16. 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.
17. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of [LOCAL AGENCY] 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.
18. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
19. 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.
20. Neither [LOCAL AGENCY] 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 under this agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless [LOCAL AGENCY] 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 or assertions of

liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

21. 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 [LOCAL AGENCY] and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon [LOCAL AGENCY] under this agreement. It is understood and agreed that [LOCAL AGENCY] 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, 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 [LOCAL AGENCY] and/or its agents under this Agreement.
22. 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 PARTY(IES) hereto.
23. This Agreement will terminate 90 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.

**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 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

[ FULL NAME OF  
LOCAL AGENCY PARTNER]

By: \_\_\_\_\_  
District Director

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

CERTIFIED AS TO REIMBURSED AUTHORITY:

APPROVED AS TO FORM:

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

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

APPROVED AS TO FORM:

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

APPROVED AS TO FINANCIAL TERMS:

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



## EXHIBIT- A

## SCOPE SUMMARY (PSR)

4	5	6	7	8	Description	CALTRANS	[PARTY A]	N/A
1	150				DEVELOP PROJECT INITIATION DOCUMENT [PSR]			
		05			TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT			
			05		REVIEW OF EXISTING REPORTS STUDIES AND MAPPING			
			10		GEOLOGICAL HAZARDS REVIEW			
			15		UTILITY SEARCH			
			20		ENVIRONMENTAL CONSTRAINTS IDENTIFICATION			
			25		TRAFFIC FORECASTS/MODELING			
			30		SURVEYS AND MAPS FOR PID			
				05	REGULAR SURVEYS AND MAPS FOR PID			
				10	ACCELERATED ENGINEERING SURVEYS			
			35		PROBLEM DEFINITION			
			45		AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY			
			99		OTHER DEFINITION AND ASSESSMENT PRODUCTS			
		10			INITIAL ALTERNATIVES DEVELOPMENT			
			05		PUBLIC/LOCAL AGENCY INPUT			
			10		VALUE ANALYSIS			
			15		CONCEPT ALTERNATIVES DEVELOPMENT			
			99		OTHER INITIAL ALTERNATIVE DEVELOPMENT PRODUCTS			
		15			ALTERNATIVES ANALYSIS			
			05		RIGHT OF WAY DATA SHEETS			
			10		UTILITY RELOCATION REQUIREMENTS ASSESSMENT			
			15		RAILROAD INVOLVEMENT DETERMINATION			
			20		DISTRICT PRELIMINARY GEOTECHNICAL REPORT (DPGR)			
			25		PRELIMINARY MATERIALS REPORT			
			30		STRUCTURES ADVANCE PLANNING STUDY			
				05	STRUCTURES PRELIMINARY GEOTECHNICAL REPORT			
			10		STRUCTURES PRELIMINARY HYDRAULICS REPORT			
			15		STRUCTURES PRELIMINARY ARCHITECTURAL AND AESTHETICS REPORT			
			20		STRUCTURES PRELIMINARY MAINTENANCE REPORT			
			25		STRUCTURES PRELIMINARY CONSTRUCTION PLAN			
			30		STRUCTURES ADVANCE PLANNING REPORT			
				99	OTHER STRUCTURES ADVANCE PLANNING STUDY PRODUCTS			
			35		MULTIMODAL REVIEW			

EXHIBIT – A

SCOPE SUMMARY (PSR)

4	5	6	7	8	Description	CALTRANS	[PARTY A]	N/A
			40		HYDRAULIC REVIEW			
			45		TRAFFIC CAPACITY ANALYSIS			
			50		TRAFFIC STUDIES			
			55		CONSTRUCTION ESTIMATES			
			60		PRELIMINARY TRANSPORTATION MANAGEMENT PLAN			
			99		OTHER ALTERNATIVE ANALYSIS PRODUCTS			
		20			PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT			
			05		INITIAL NOISE STUDY			
			10		HAZARDOUS WASTE INITIAL SITE ASSESSMENT			
			15		SCENIC RESOURCE AND LANDSCAPE ARCHITECTURE REVIEW			
			20		INITIAL NEPA/404 COORDINATION			
			25		INITIAL BIOLOGY STUDY			
			30		INITIAL RECORDS AND LITERATURE SEARCH FOR CULTURAL RESOURCES			
			40		INITIAL COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES			
			45		INITIAL AIR QUALITY STUDY			
			50		INITIAL WATER QUALITY STUDIES			
			55		INITIAL FLOODPLAIN STUDY			
			60		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT PREPARATION			
			65		INITIAL PALEONTOLOGY STUDY			
			70		INITIAL NATIVE AMERICAN COORDINATION			
			99		OTHER PEAR PRODUCTS			
		25			APPROVED PID [PSR PSSR ETC.]			
			05		DRAFT PID			
			10		APPROVED EXCEPTIONS TO DESIGN STANDARDS			
			15		APPROVED ACCESS MODIFICATION REQUEST			
			20		PID CIRCULATION REVIEW AND APPROVAL			
			25		STORM WATER DATA REPORT			
			30		DRAFT PROJECT REPORT AS PART OF A PSSR/PR PROGRAMMING DOCUMENT			
			05		COST ESTIMATES FOR ALTERNATIVES			
			10		FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS			
			15		APPROVED EXCEPTIONS TO ENCROACHMENT POLICY			
			20		DRAFT PROJECT REPORT AS PART OF A PSSR/PR PROGRAMMING DOCUMENT			
			25		DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL			
			99		OTHER PID PRODUCTS			
		35			REQUIRED PERMITS DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			

EXHIBIT – A

SCOPE SUMMARY (PSR)

		40			PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			
		45			BASE MAPS AND PLAN SHEETS FOR PROJECT INITIATION DOCUMENTS			

EXHIBIT- A

SCOPE SUMMARY (PSR/PDS)

4	5	6	7	8	Description	CALTRANS	[PARTY A]	N/A
1	150				DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]			
		05			TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT			
			05		REVIEW OF EXISTING REPORTS STUDIES AND MAPPING	X		
			10		GEOLOGICAL HAZARDS REVIEW			
			15		UTILITY SEARCH	X		
			20		ENVIRONMENTAL CONSTRAINTS IDENTIFICATION			
			25		TRAFFIC FORECASTS/MODELING			
			30		SURVEYS AND MAPS FOR PID			
				05	REGULAR SURVEYS AND MAPS FOR PID			
				10	ACCELERATED ENGINEERING SURVEYS			X
			35		PROBLEM DEFINITION			
			45		AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY	X		
			99		OTHER DEFINITION AND ASSESSMENT PRODUCTS			
		10			INITIAL ALTERNATIVES DEVELOPMENT			
			05		PUBLIC/LOCAL AGENCY INPUT			
			10		VALUE ANALYSIS			X
			15		CONCEPT ALTERNATIVES DEVELOPMENT			
			99		OTHER INITIAL ALTERNATIVE DEVELOPMENT PRODUCTS			
		15			ALTERNATIVES ANALYSIS			
			05		RIGHT OF WAY DATA SHEETS			
			10		UTILITY RELOCATION REQUIREMENTS ASSESSMENT			X
			15		RAILROAD INVOLVEMENT DETERMINATION			
			20		DISTRICT PRELIMINARY GEOTECHNICAL REPORT (DPGR)			X
			25		PRELIMINARY MATERIALS REPORT			X
			30		STRUCTURES ADVANCE PLANNING STUDY			
				05	STRUCTURES PRELIMINARY GEOTECHNICAL REPORT			X
				10	STRUCTURES PRELIMINARY HYDRAULICS REPORT			X
				15	STRUCTURES PRELIMINARY ARCHITECTURAL AND AESTHETICS REPORT			X
				20	STRUCTURES PRELIMINARY MAINTENANCE REPORT			X
				25	STRUCTURES PRELIMINARY CONSTRUCTION PLAN			X
				30	STRUCTURES ADVANCE PLANNING REPORT			X
				99	OTHER STRUCTURES ADVANCE PLANNING STUDY PRODUCTS			
			35		MULTIMODAL REVIEW			

## EXHIBIT – A

## SCOPE SUMMARY (PSR/PDS)

4	5	6	7	8	Description	CALTRANS	[PARTY A]	N/A
			40		HYDRAULIC REVIEW			X
			45		TRAFFIC CAPACITY ANALYSIS			X
			50		TRAFFIC STUDIES			X
			55		CONSTRUCTION ESTIMATES			
			60		PRELIMINARY TRANSPORTATION MANAGEMENT PLAN			X
			99		OTHER ALTERNATIVE ANALYSIS PRODUCTS			
		20			PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT			
			05		INITIAL NOISE STUDY			X
			10		HAZARDOUS WASTE INITIAL SITE ASSESSMENT			X
			15		SCENIC RESOURCE AND LANDSCAPE ARCHITECTURE REVIEW			X
			20		INITIAL NEPA/404 COORDINATION			X
			25		INITIAL BIOLOGY STUDY			X
			30		INITIAL RECORDS AND LITERATURE SEARCH FOR CULTURAL RESOURCES			
			40		INITIAL COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES			X
			45		INITIAL AIR QUALITY STUDY			X
			50		INITIAL WATER QUALITY STUDIES			X
			55		INITIAL FLOODPLAIN STUDY			X
			60		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT PREPARATION			
			65		INITIAL PALEONTOLOGY STUDY			X
			70		INITIAL NATIVE AMERICAN COORDINATION			X
			99		OTHER PEAR PRODUCTS			
		25			APPROVED PID [PSR PSSR ETC.]			
			05		DRAFT PID			
			10		APPROVED EXCEPTIONS TO DESIGN STANDARDS	X		
			15		APPROVED ACCESS MODIFICATION REQUEST			
			20		PID CIRCULATION REVIEW AND APPROVAL			X
			25		STORM WATER DATA REPORT			X
			30		DRAFT PROJECT REPORT AS PART OF A PSSR/PR PROGRAMMING DOCUMENT			X
			05		COST ESTIMATES FOR ALTERNATIVES			X
			10		FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS			X
			15		APPROVED EXCEPTIONS TO ENCROACHMENT POLICY			X
			20		DRAFT PROJECT REPORT AS PART OF A PSSR/PR PROGRAMMING DOCUMENT			
			25		DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL			
			99		OTHER PID PRODUCTS			
		35			REQUIRED PERMITS DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			

EXHIBIT – A

SCOPE SUMMARY (PSR/PDS)

		40			PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			
		45			BASE MAPS AND PLAN SHEETS FOR PROJECT INITIATION DOCUMENTS			