

COUNTY OF SAN MATEO

Department of Public Works

Inter-Departmental Correspondence**Date:** January 24, 2001**Board Meeting Date:** January 30, 2001

TO: Honorable Board of Supervisors

FROM: Neil R. Cullen, Director of Public Works

SUBJECT: **Cost Sharing Agreement with the State of California for Installation of Traffic Control Signals - State Route 82 (El Camino Real) and "A" Street - Colma Area.**

RECOMMENDATION

Adopt a Resolution authorizing the President of Board to execute an Agreement with the State of California (Caltrans) which provides for the contribution of funds to construct and maintain traffic signal and intersection improvements at the above-described intersection.

Key Facts

1. Traffic studies conducted by Caltrans confirmed that the intersection warrants traffic signals based on both the volume of traffic and the accident rate at the intersection
2. Caltrans is proposing to construct a traffic signal system and has requested that the County participate in the costs as the "A" Street approaches (Legs) to the intersection are County maintained roads
3. Historically, agencies participate in the cost of signal systems in proportion to the number of legs of an intersection that they maintain.
4. We agree with Caltrans that the signal system should be constructed.

Discussion

Pedestrian traffic on "A" Street at El Camino Real has increased as it is one of the pedestrian access routes to the Colma BART Station. In addition, vehicular traffic at the intersection has also increased in the area as El Camino Real is also one of the main access routes used by motorists who are either picking up or dropping off BART riders

Honorable Board of Supervisors

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Caltrans has prepared a form of agreement, which provides for the sharing of costs for the construction and maintenance of the signal system and the form of agreement is similar to other agreements that the County has executed for the construction and operation of signals at other State/County maintained intersections.

Fiscal Impact

The proposed agreement provides that the County will share in the prorata costs of the various items of work based on a formula developed by the State (i.e. fifty percent (50%) of the electrical related cost, twenty-five (25%) of the traffic control construction cost, thirty-nine percent (39%) of contingency construction cost, ten percent (10%) preliminary engineering costs and fifteen percent (15%) construction engineering costs). This equates to the County being responsible for a Not-to-Exceed amount of \$120,000 (36.9%) of the total estimated cost of \$325,000. In addition, the County will also be responsible for 1/2 of the monthly electrical and maintenance cost for the signals and intersection lighting as we have 2 of the 4 legs of this intersection. This cost is estimated to be \$250 per month.

This project has qualified for Congestion Mitigation and Air Quality (CMAQ) funding which will reduce the net County cost for the proposed construction to \$25,000. A summary of the funding of the construction financing is as follows:

| | | |
|-------------------|--------------|------------------|
| State Funding | ----- | \$205,000 |
| CMAQ Funding | ----- | \$ 105,000 |
| County Road Funds | | \$ 15,000 |
| Total | ----- | \$325,000 |

The actual County cost will be determined after the construction is complete and all the project costs are known.

The initial construction and monthly maintenance costs are proposed to be paid for from the Road Fund.

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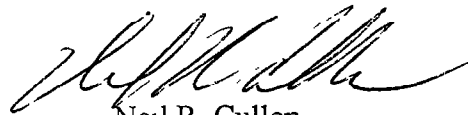
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There is no impact to the General Fund.

A form of resolution and agreement has been approved by County Counsel.



Neil R. Cullen
Director of Public Works

NRC:RWC:sdd

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cc Milt Mares, County Counsel
Brian C Lee, P E , Division Manager, Programs and Engineering Services
Michael F Jackson, PE, PLS, Principal Civil Engineer, Construction Management
Robert Cambron, Associate Engineer, Traffic Section

Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

* * * * *

**Resolution Authorizing Execution of Agreement between the County of San Mateo
and the State of California for the Construction of Traffic Signals and Intersection
Improvements - State Route 82 and "A" Street in the Colma Area**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the California Department of Transportation contemplates the installation of traffic signals and intersection improvements at the intersection of State Route 82 and "A" Street in the Colma Area; and

WHEREAS, completion of said improvements will result in improved service and safety for existing traffic; and

WHEREAS, the Director of Public Works has presented a form of agreement to this Board which provides for the County's pro rata share of the cost of said improvement project and future maintenance/energy expenses, and this Board has considered same; and

WHEREAS, this Board has considered the recommendation of the Director of Public Works and has determined that it is necessary and desirable that said agreement be executed on behalf of the County of San Mateo

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said agreement with the State of California for and on behalf of the County of San Mateo, and the signature of the Clerk of this Board shall attest thereto.

* * * * *

COOPERATIVE AGREEMENT

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

COUNTY OF SAN MATEO, a political subdivision of the State of California, referred to herein as "COUNTY"

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within COUNTY
2. STATE and COUNTY contemplate installing a traffic control signals and performing roadwork on Route 82 at "A" Street in the unincorporated area near Daly City in San Mateo County, referred to herein as PROJECT , and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed, and maintained

SECTION I

STATE AGREES

1. To provide all necessary preliminary engineering, including plans and specifications and utility identification and location and all necessary construction engineering services for PROJECT and bear STATE's share of the expense thereof. Estimates of such costs are shown on Exhibit A, attached and made a part of this Agreement
2. To construct PROJECT by contract in accordance with plans and specifications of STATE
3. To pay an amount equal to fifty percent (50%) of the actual electrical related construction cost, one hundred percent (100%) of the actual roadwork construction cost, seventy-five percent (75%) of the actual construction cost for traffic control, plus sixty-one percent (61%) of the actual contingency construction cost, the total amount estimated to be \$180,000. In no event shall STATE's total obligation for construction costs under this Agreement, excluding costs referred to in Section III, Articles (9) and (10), exceed the amount of \$198,000, provided that STATE may, at its sole discretion, in writing, authorize a greater amount
4. Upon completion of PROJECT and all work incidental thereto, to furnish COUNTY with a detailed statement of the portion of the engineering and construction costs to be

borne by COUNTY including resolution of any construction-related claims which have been allowed to the construction contractor STATE thereafter shall refund to COUNTY promptly after completion of STATE's final accounting of PROJECT costs, any amount of COUNTY's deposit required in Section II, Article (1) remaining after actual costs to be borne by COUNTY have been deducted or to bill COUNTY for any additional amount required to complete COUNTY's financial obligations pursuant to this Agreement

- 5 To maintain the entire traffic control signals as installed and pay an amount equal to fifty percent (50%) of the total maintenance costs, including electrical energy costs
6. To operate the traffic control signals as installed and pay one-hundred percent (100%) of the operation cost.
- 7 To furnish the traffic signal control equipment for PROJECT This equipment shall consist of signal controller unit and signal control cabinet The estimated cost of this STATE-furnished equipment is included with the electrical work, which the COUNTY will bear fifty percent (50%) of the cost

SECTION II

COUNTY AGREES

1. To deposit with STATE within 25 days of receipt of billing therefor (which billing will be forwarded 15 days prior to STATE's bid advertising date of a construction contract for PROJECT), the amount of \$100,000, which figure represents COUNTY's estimated share of the expense of preliminary engineering, construction engineering, and construction costs required to complete PROJECT, as shown on Exhibit A COUNTY's total obligation for said anticipated PROJECT costs, exclusive of claims and excluding costs referred to in Section III, Articles (9) and (10), of this Agreement, shall not exceed the amount of \$120,000, provided that COUNTY may, at its sole discretion, in writing, authorize a greater amount.
- 2 COUNTY's share of the construction cost, estimated to be \$80,000, shall be an amount equal to fifty percent (50%) of the actual electrical related construction cost and twenty-five percent (25%) the actual traffic control construction cost, thirty-nine percent (39%) of the actual contingency construction cost, including the cost of construction-related claims, the cost of STATE defense of any of those claims and the cost of STATE-furnished material, if any, as determined after completion of work and upon final accounting of costs
3. COUNTY's share of the expense of preliminary engineering cost shall be an amount equal to ten percent (10%) of STATE's actual costs of construction for COUNTY's share of PROJECT
- 4 COUNTY's share of the expense of construction engineering shall be an amount equal to fifteen percent (15%) of STATE's actual costs of construction for COUNTY's share of PROJECT
- 5 To pay STATE upon completion of all work and within twenty (20) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the aforesaid advance deposit required to complete COUNTY's financial obligation pursuant to this Agreement.

6. To reimburse STATE for COUNTY's proportionate share of the cost of maintenance of traffic control signals, such share to be an amount equal to fifty percent (50%) of the total maintenance costs, including electrical energy costs

SECTION III

IT IS MUTUALLY AGREED

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission
2. STATE shall not award a contract to construct PROJECT until after receipt of COUNTY's deposit required in Section II Article (1) of this Agreement.
3. Should any portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply, notwithstanding other provisions of this Agreement
4. After opening of bids for construction of PROJECT, COUNTY's estimate of cost will be revised based on actual bid prices. COUNTY's required deposit under Section II, Article (1) will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than \$1,000, no refund or demand for additional deposit will be made until final accounting
5. After opening bids for construction of PROJECT, and if bids indicate a cost overrun of no more than 10% of the estimate will occur, STATE may award the contract
6. If, upon opening of bids, it is found that a cost overrun exceeding 10% of the estimate will occur, STATE and COUNTY shall endeavor to agree upon an alternative course of action. If, after twenty-five (25) days, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article (8), Section III of this Agreement
7. Prior to award of the construction contract for PROJECT, COUNTY may terminate this Agreement by written notice, provided COUNTY pays STATE for all PROJECT related costs incurred by STATE prior to termination
8. If termination of this Agreement is by mutual consent, STATE will bear sixty nine percent (69%) and COUNTY will bear thirty-one percent (31%) of all PROJECT related costs incurred by STATE prior to termination, including any costs pursuant to Articles (9) and (10), Section III of this Agreement
9. If existing public and/or private utility facilities conflict with PROJECT construction or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their protection, relocation or removal. STATE shall inspect the protection, relocation or removal. If there are costs of such protection, relocation or removal which STATE and/or COUNTY must legally pay, STATE and COUNTY shall share in the cost of said protection, relocation or removal, plus cost of engineering overhead and inspection, in the amount of sixty nine percent (69%) STATE and thirty-one percent (31%) COUNTY. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with STATE's policy and procedure for those facilities located within the limits of work providing for the improvement to the State highway and in accordance with COUNTY policy for those

facilities outside of the limits of work providing for the improvement to the State highway

10. If any unforeseen potential hazardous waste sites are encountered during construction of PROJECT, STATE shall be responsible for sixty nine percent (69%) of the cost for mitigation and cleanup, and COUNTY shall be responsible for thirty-one percent (31%) of the cost for mitigation and cleanup.
11. Upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances installed within STATE s right of way will automatically be vested in STATE and materials, equipment and appurtenances installed outside of STATE s right of way will automatically be vested in COUNTY No further agreement will be necessary to transfer ownership as hereinabove stated
12. The cost of any engineering or maintenance referred to herein in this Agreement shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE s standard accounting procedures
13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law
14. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement It is understood and agreed that pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement
15. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless COUNTY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement
16. In the construction of said work, STATE will furnish a representative to perform the functions of a Resident Engineer, and COUNTY may, at no cost to STATE, furnish a representative, if it so desires, and said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE s Resident Engineer shall prevail

- 17 Execution of this Agreement by COUNTY grants to STATE the right to enter upon COUNTY owned lands to construct PROJECT
- 18 Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on June 30, 2005, whichever is earlier in time, however, the ownership, operation, maintenance liability, and claims clauses shall remain in effect until terminated or modified in writing, by mutual agreement. Should any construction related claim arising out of PROJECT be asserted against STATE, COUNTY agrees to extend the termination date of this Agreement and provide additional funding as required to cover COUNTY's proportionate share of costs by Amendment to this Agreement

STATE OF CALIFORNIA
 Department of Transportation
 JOSE MEDINA
 Director of Transportation

COUNTY OF SAN MATEO

By _____
 Chairperson
 Board of Supervisors

By _____
 District Division Chief

Attest _____
 Clerk
 Board of Supervisors

Approved as to form and procedure

Approved as to form

 Attorney
 Department of Transportation

 Attorney of San Mateo County

Certified as to budgeting of funds

 District Budget Manager

Certified as to financial terms and conditions

 Accounting Administrator

4-SM-82-KP 37 83
 4220-238501
 Dist Agmt No 4-1691-C

EXHIBIT A

COST ESTIMATE BREAKDOWN

| <u>Description</u> | <u>Total</u> | <u>STATE's Share</u> | <u>COUNTY's Share</u> |
|--|-----------------|-----------------------|-----------------------|
| Electrical Work (includes Controller) | \$126,000 | \$63,000 (50%) | \$63,000 (50%) |
| Roadway Work | \$80,000 | \$80,000 (100%) | -0- |
| Traffic Control | \$27,000 | \$20,250 (75%) | \$6,750 (25%) |
| <hr/> Sub-Total | <hr/> \$233,000 | <hr/> \$163,250 | <hr/> \$69,750 |
| Contingencies | \$27,000 | \$16,500 (61%) | \$10,500 (39%) |
| <hr/> Construction Cost Total | <hr/> \$260,000 | <hr/> \$180,000 (69%) | <hr/> \$80,000 (31%) |
| Preliminary Engineering ** | | * | \$8,000 (10%) |
| Construction Engineering *** | | * | \$12,000 (15%) |
| Total COUNTY's Share | | | <hr/> \$100,000 |

* STATE's share is accounted for in a statewide account and is not shown separately on each project's cost breakdown

** COUNTY's actual expense for the cost of preliminary engineering for COUNTY's share of construction work shall be an amount equal to ten percent (10%) of the actual cost to construct COUNTY's share of construction work, as specified in Article (3), Section II of this Agreement.

*** COUNTY's actual expense for the cost of construction engineering for COUNTY's share of construction work shall be an amount equal to fifteen percent (15%) of the actual cost to construct COUNTY's share of construction work, as specified in Article (4), Section II of this Agreement

Note In the above table, some of the values may have been rounded off to simplify the presentation. Wherever percentages are shown, they shall prevail over the dollar amounts derived therefrom.