

06 - Ker - 184 - PM 11.1/11.3  
Program 201.010  
0600000343 (EA 06-0L900K)  
September 2011

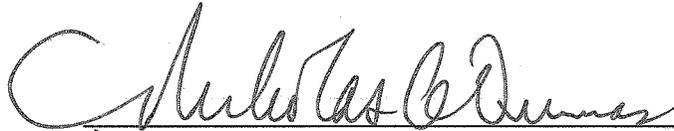
## Project Study Report-Project Report

To

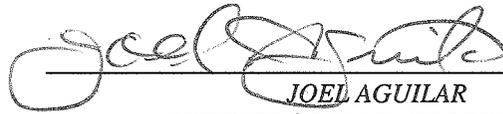
### Request Amendment in the 2010 SHOPP And Provide Project Approval

On Route 184 near Bakersfield  
0.05 miles west of Route 184 and Route 178  
Between Intersection  
And 4 miles east of Lamont

*I have reviewed the right of way information contained in this Project Study Report-  
Project Report and the R/W Data Sheet attached hereto, and find the data to be complete,  
current and accurate:*

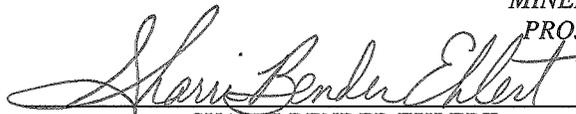
  
\_\_\_\_\_  
SPIROS KARIMBAKAS  
DISTRICT DIVISION CHIEF- RIGHT OF WAY

APPROVAL RECOMMENDED:

  
\_\_\_\_\_  
JOEL AGUILAR  
DISTRICT 6 SAFETY COORDINATOR

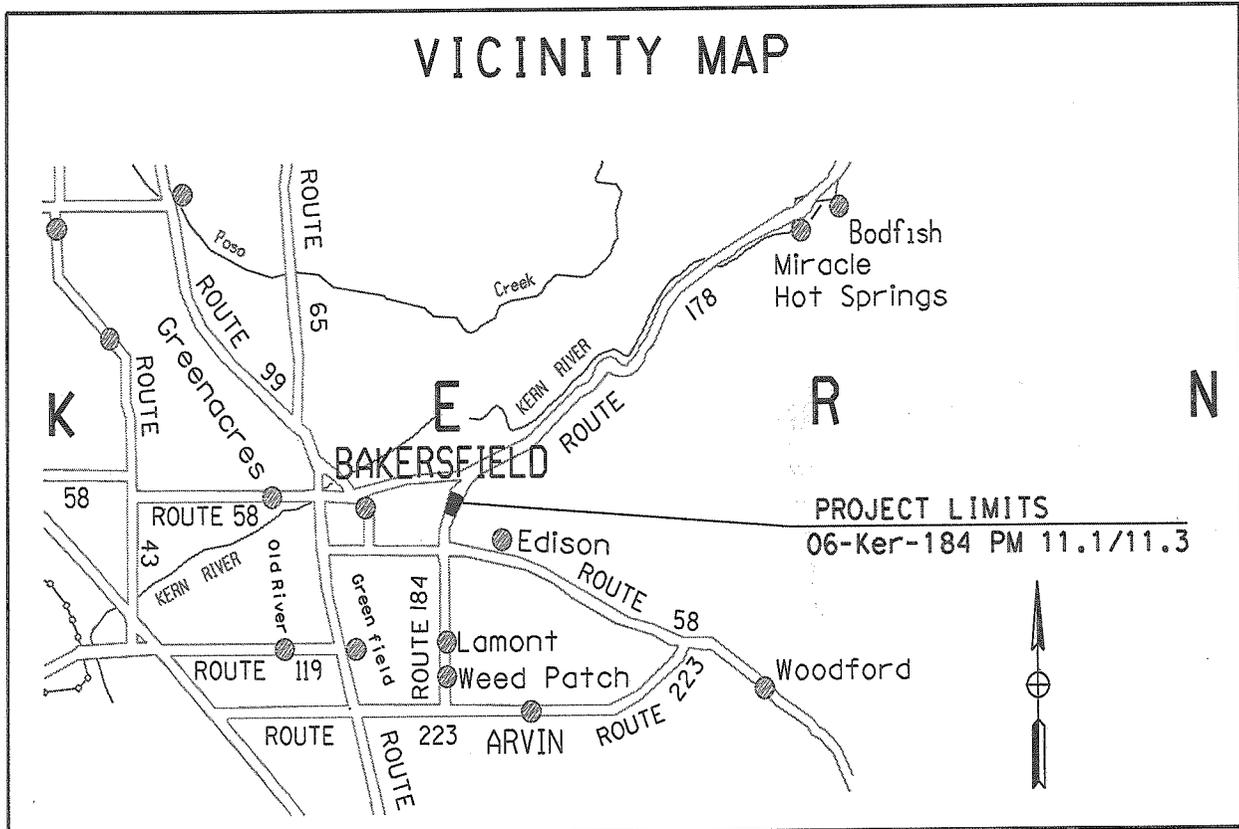
  
\_\_\_\_\_  
MINERVA RODRIGUEZ  
PROJECT MANAGER

APPROVED:

  
\_\_\_\_\_  
SHARRÍ BENDER EHLERT  
INTERIM DISTRICT 6 DIRECTOR

10/7/2011  
\_\_\_\_\_  
DATE

06 - Ker - 184 - PM 11.1/11.3  
Program 201.010  
0600000343 (EA 06-0L900K)  
September 2011



On Interstate 184 near Bakersfield  
0.05 miles west of Route 184 and Route 178  
Between Intersection  
And 4 miles east of Lamont

This Project Study Report-Project Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

*Uday Y. Shankar*

UDAYA Y. SHANKAR  
REGISTERED CIVIL ENGINEER

*9/26/2011*

DATE



## Table of Contents

1. Introduction.....	1
2. Recommendation/Proposal .....	1
3. Background .....	2-3
4. Purpose and Need Statement .....	3
5. Deficiencies .....	3-4
6. Corridor and System Coordination .....	4
7. Alternatives .....	4
8. Considerations Requiring Discussion .....	5-6
9. Other Considerations as Appropriate .....	6-7
10. Community Involvement .....	7
11. Environmental Determination/Document .....	7
12. Funding .....	7
13. Schedule .....	8
14. Federal Highway Administration (FHWA) Coordination .....	8
15. Project Personnel .....	8
16. Project Reviews .....	8
17. Attachments .....	9

## 1. INTRODUCTION

This project has been initiated to address the intersection of State Route 178 (SR 178) and State Route 184 (SR 184) by proposing to use future Bedford Green Drive as a bypass for traffic from northbound SR 184 to westbound SR 178. This will eliminate SR 184 northbound to SR 178 westbound traffic. The proposed intersection of SR 184 and Bedford Green Drive will require the flattening of a couple of vertical curves along SR 184 in an effort to improve design speed and sight distance. The existing sidewalk, curb and gutter that run parallel to State Route 184 within the project limits will be reconstructed, including the curb returns and curb ramps at the proposed intersection. This project will improve safety by redirecting traffic at this proposed intersection and increase sight distance.

The escalated construction and right of way capital cost for this project is \$1,400,000 and \$6,000 respectively (Attachment D). Additional Right of Way will not be required. This safety improvement project will be funded from the 201.010 program in the 2010 SHOPP.

<b>Project Limits</b> Dist., Co., Rte., PM	06-Ker-184-11.1/11.3
<b>Capital Costs:</b>	\$1,400,000
<b>Right of Way Costs:</b>	\$6,000
<b>Funding Source:</b>	SHOPP
<b>Number of Alternatives:</b>	2
<b>Recommended for Programming or Approved Alternative</b>	1
<b>Type of Facility</b> (conventional, expressway, freeway):	Conventional Highway
<b>Number of Structures:</b>	0
<b>Attached Environmental Determination/Document:</b>	CE
<b>Legal Description</b>	Kern County on State Route 184 from PM 11.1 to PM 11.3

## 2. RECOMMENDATION/PROPOSAL

It is recommended that this Project Study Report-Project Report be approved, the project be amended into the 2010 SHOPP and authorization granted to proceed to the design phase.

the design phase.

### 3. BACKGROUND

- **Project History**

SR 184 approaches SR 178 (traveling west and east) from the south at a skewed “tee” angle. Currently all turning movements are allowed at the intersection. Traffic Investigations Report indicates that there were 17 collisions at this intersection during the five-year period ending April 30, 2009. Traffic investigations initiated this project with a conceptual report on 6/25/09. An amendment to the conceptual report was approved on 3/11/2010. The conceptual report amendment proposes that a project be prepared to reconfigure the intersection of SR 178 and SR 184, prohibiting the turning movements from northbound SR 184 to westbound SR 178. Vehicles traveling northbound on SR 184 to westbound SR 178 will be redirected to future Bedford Green Drive, located approximately half of a mile to the south of SR 178/184 intersection and approximately three quarters of a mile to the west of SR 178/184 intersection, which will improve safety by improving sight distance.

- **Community Interaction**

The City of Bakersfield, Bakersfield City School District, K. Hovnanian (developer/owner), and District 6 Caltrans met various times to discuss the construction of an elementary and junior high school at Bedford Green Drive and SR 184, the construction of Bedford Green Drive, and the profile modification of SR 184. All parties entered into a Memorandum of Understanding (MOU) for the Construction of Bedford Green Drive and profile modification at the intersection of SR 184 and Bedford Green Drive on 3/18/2010 in an effort to facilitate traffic circulation after construction of all proposed facilities. The elementary and junior high schools will open in August 2013. The MOU states that all work on SR 184 and Bedford Green Drive must be completed before August 2013.

- **Existing Facility**

This portion of SR 184 in Kern County is part of the National Network with Terminal Access for STAA trucks. Trucks account for about 16% of traffic on this segment of the highway. This segment of SR 184 is currently in a rural area with a 2009 ADT (average daily traffic) of 5,700 vehicles. There is no posted speed limit within the project area. The Ultimate Transportation Corridor for this portion of Route 184 is an undivided four-lane conventional highway that runs north and south. The land use at this location is primarily for agriculture, grazing, commercial and residential development.

The proposed intersection of Bedford Green Drive and SR 184 will form a “tee” with Bedford Green Drive approaching SR 184 from the west. Bedford Green Drive is not a paved road yet, but where it intersects with SR 184, it has a concrete entrance with curb returns and ADA ramps.

Currently at this intersection, there is an existing two-way left-turn lane on SR 184 to proposed Bedford Green Drive. The SR 184 profile is relatively steep with a current design speed of 40 MPH. There is also a sidewalk with two storm drains located on the North side of SR 184.

#### **4. PURPOSE AND NEED STATEMENT**

- **Need**

LOS D is assigned to both the rural and urban portions since a majority of the route is urban. The 2030 Concept Facility describes SR 184 as a 4-lane conventional highway. Since local development, such as schools and housing, is underway along Bedford Green Drive, this project must be constructed to provide access to this development. Also, a safety project is needed to reduce the number of accidents at the intersection of SR 178/184. Redirecting traffic at the proposed intersection of SR 184 and Bedford Green Drive will improve safety by improving sight distance of this segment of SR 184 and will reduce the number of accidents at the intersection of SR 178/184.

- **Purpose**

The purpose of this project is to improve safety at the intersection of SR 178/184 by redirecting the traffic to the proposed intersection of SR 184/Bedford Green Drive. Also the leveling of the profile in the vicinity of this proposed intersection will enhance safety by improving sight distance.

#### **5. DEFICIENCIES**

The existing roadbed profile has comparatively steep sag and vertical curves with a sight distance of 300 feet which provides a design speed of 40 MPH. In the most recent three-year study, there were no accidents recorded within the project limits (see Attachment E), however, at the intersection (SR 184 & SR 178) located approximately 0.84 miles to the North of this proposed intersection, there have been a total of 17 accidents during the 3-year period from January 1, 2006 to December 31, 2009. The types of collisions were as follows: 3 sideswipes, 1 rear end, 7 broadside, 2 hit objects, 1 overturn, and 3 unknown. The actual accident rate of 0.85 ACCS/MV (accidents per million vehicles) was higher than the statewide average of 0.19 ACCS/MV.

**Three Year Accident Data (January 1, 2006 to December 31, 2009)**  
 (Accidents per Million Vehicles)

State Route	Actual (MV)			Average (MV)		
	Fatal	F+I	Total	Fatal	F+I	Total
184						
PM 11.1/11.3	0.00	0.00	0.00	0.018	0.61	1.50

As mitigation for this existing intersection of SR 184 and SR 178, it was proposed that the future Bedford Green Drive be utilized as a bypass for traffic from northbound Route 184 to westbound Route 178. This will reduce the traffic accident rate at the SR178/SR 184 intersection.

**6. CORRIDOR AND SYSTEM COORDINATION**

Route 184 serves the State of California as a north/south route and travels across primarily agricultural, grazing land and commercial land use in the San Joaquin Valley. It is designated as a State Highway Terminal Access Route for STAA trucks under the Federal Surface Transportation Assistance Act of 1982. It serves as a link between State Route 223 near the City of Arvin and Route 178 within the Bakersfield City limits. This highway is most commonly used by agricultural trucks, commuter, and recreational traffic.

**7. ALTERNATIVES**

Two alternatives are considered including the “no-build” alternative.

**7A. VIABLE ALTERNATIVES**

The “Build” alternative recommends that the existing roadbed profile be modified by flattening the sag and vertical curves east and west of the intersection of State Route 184 and proposed Bedford Green Drive to accommodate desirable design speed of 50 MPH. With the profile modification, the sidewalk, curb and gutter, that run parallel to State Route 184 within the project limits, would be reconstructed along with constructing curb returns and wheelchair ramps to accommodate ADA requirements at Bedford Green Drive. Also, a drainage system will be provided as recommended by District Hydraulics Branch. A Geotechnical study was conducted by Headquarters Geotechnical Branch and 2:1 side slopes with retaining walls are recommended at locations where nonstandard slopes are proposed. The recommendation was approved by District Landscape Branch on August 16, 2011. Based on this cost and the latest collision data supporting a Safety Index (SI) above the threshold of 200, the proposed project will be funded from the 201.010 (HB-1) program. No right of way acquisition or utility relocation is anticipated for this alternative.

## **7B. REJECTED ALTERNATIVES**

The “No-Build” alternative would not meet the project need and purpose and therefore is rejected.

## **8. CONSIDERATIONS REQUIRING DISCUSSION**

### **A. Hazardous Waste**

There are no potential hazardous waste concerns.

### **B. Value Analysis**

Value Analysis (VA) for this project is not required.

### **C. Right of Way Issues**

Right of Way acquisition would not be required to complete this project. There is an 8” gas line behind the existing sidewalk. A field review was conducted, to locate the vicinity of the gas line, on September 20, 2011, with PG&E and Caltrans Utility. It was determined that the possibility of the gas line being in conflict and requiring relocation is low. The Risk Management Plan addresses the risks associated with the gas line. There is a sewer line identified in the project area. The only foreseeable conflict is the adjustment of one sewer manhole. The manhole lies outside of the traveled way and will need to be adjusted during construction. (Attachment F)

### **D. Environmental Issues**

There are no Environmental concerns for this project. The project is Categorically Exempt under California Environmental Quality Act (CEQA) and Categorically Excluded under the National Environmental Policy Act (NEPA), and determination was made on August 11, 2011.

### **E. Air Quality Conformity**

There are no air quality conformity concerns for this project.

### **F. Noise Studies**

This is not a Type I project. Per Caltrans Traffic Noise Analysis Protocol and in accordance with 23 CFR772, and FHWA Policy (Highway Noise Analysis 1995), Traffic Noise Analysis is not needed for projects that are not Type I.

## **G. Geotechnical**

Small sections of this project will require slopes at a minimum of 2:1 (H:V) due to existing right of way limitations. A geotechnical report has been prepared, detailing the design of these slopes, which will require building retaining walls at these sections. Three recommendations were made for retaining walls and they were Type 1 Wall, Type 5 Wall, or a Gabion Basket Wall. Where the proposed slopes of the project are steeper than standard, a Type 1 Wall will be proposed in the cut section and a Gabion Basket Wall will be proposed in the fill section.

## **H. Landscape Architecture**

Landscape Architecture has performed a preliminary review for this project. They have found this project to be situated in an area that is mostly used for grazing with existing and planned commercial and residential uses. The roadsides are mainly rural flat and rolling terrain. Landscape has identified the following as potential issues.

- **Side Slope:**

To accommodate the vertical curve improvements, it is anticipated that the existing side slopes will be disturbed and modified. Slope design is an important visual characteristic of this project. All slopes should be designed at gradients of 4:1 (H:V) or flatter, however some sections of this project will have design slopes minimum of 2:1 and require a slope design exception, which has been approved by the District Landscape Architect (Attachment G). In addition, the tops and toes of all slopes shall be rounded to create a more natural appearance.

- **Erosion Control:**

All areas disturbed during the construction of this project will require an erosion control application. The preliminary cost for erosion control is \$10,000 per acre and has been included in the construction cost estimate.

## **I. Risk Management**

A risk management plan has been developed by the Project Manager as shown on Attachment K.

## **J. Cooperative Agreement**

A Cooperative Agreement is currently being prepared for the construction phase of this project. There are two projects being worked on at the intersection of Bedford Green and SR 184. The City of Bakersfield's (City) road connection project will be constructed by the Spring 2012. Caltrans safety project (06-0L900\_Profile Correction) would go out to construction in the Fall 2012. Because of the safety issues associated with this project, the cost savings, and early delivery, Caltrans and the City have agreed to combine both projects during

construction. The City would advertise, award and administer the construction work. (Attachment L)

## **9. OTHER CONSIDERATIONS AS APPROPRIATE**

- **Transportation Management Plan (TMP)**

Preliminary traffic impacts and mitigation for this project have been outlined in the attached Transportation Management Plan (TMP Data Sheet). Costs associated with the traffic impact management measures listed in the TMP Data Sheet have been included in this funding estimate.

More detailed TMP will be provided by District Traffic Operations Branch at the PS&E stage.

Full (complete) highway closure is anticipated throughout the duration (15 days) of the roadway work. The City of Bakersfield has approved the conceptual design of the detour for the complete road closure. Night work will be avoided due to the presence of kit fox in this area. The City of Bakersfield has approved the conceptual design of the detour plan for the complete road closure. (Attachment H)

- **National Pollution Discharge Elimination System (NPDES)/ Storm Water**

This project is exempt from incorporating the Permanent Treatment Best Management Practices. A Storm Water Data Report was prepared to address impact to storm water, drainage issues, erosion control, and funding which is included in the cost estimate. (Attachment I)

## **10. COMMUNITY INVOLVEMENT**

During construction of the project, there will be a 15 day road closure on SR 184. Traffic will be detoured through SR 178 and Fairfax Rd. The City has approved the conceptual plan. As part of the outreach plan, a TMP will be developed by Caltrans during PS&E to address the aforementioned issues.

## **11. ENVIRONMENTAL DETERMINATION/DOCUMENT**

The project was determined by Caltrans District 6 Environmental Branch to be Categorically Exempt under California Environmental Quality Act (CEQA) and to be Categorically Excluded under the National Environmental Policy Act (NEPA), on August 11, 2011. (Attachment J)

## 12. FUNDING

### 12A. CAPITAL & SUPPORT COST

Project Cost Component	Fiscal Years						Total
	11/12	12/13	13/14	14/15	15/16	16/17	
R/W Capital	\$6						\$6
Const. Capital**		\$1,400					\$1,400
PA&ED*	\$0						\$0
PS&E*	\$365						\$365
R/W Support*	\$9						\$9
Const.Support*		\$101					\$101
<b>Total</b>	<b>\$380</b>	<b>\$1,501</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1881</b>

All costs X\$1000. Support Categories are the same as those identified by SB 45.

Construction Capital escalated at 3%. Right of Way Capital estimate is escalated.

Support cost escalated at 3.1%

Support Cost ratio: 34% [All Support Costs (\*) divided by the sum of the escalated Construction Capital (\*\*) and the escalated R/W Capital]

## 13. SCHEDULE

HQ Milestones	Delivery Date (Month, Day, Year)
PA & ED	10/1/11
Program Project	11/1/11
District PS&E	12/2/2011
PS&E to HQ	2/2/2012
R/W Cert	3/1/2012
RTL	3/2/2012
Approve Contract	7/1/2012
CCA	11/1/2012
End Project	11/1/16

## 14. FHWA COORDINATION

This project is eligible for federal-aid funding and is considered to be STATE-AUTHORIZED under current Federal Highway Administration (FHWA) Stewardship Agreement with Caltrans. No FHWA coordination required.

## 15. PROJECT PERSONNEL

Project Manager: Minerva Rodriguez	(559) 243-3518
Design Senior: Gurbhay Brar	(559) 230-3106
Project Engineer: David Velazco	(559) 230-3103
Environmental Manager: Kirsten Helton	(559) 445-6282
Right of Way Manager: Chanin Selway	(559) 445-6237

## 16. PROJECT REVIEWS

Field Review	<u>Gurbhay Brar, Gurdeep Brar,</u>	Date	<u>7/1/10</u>
District Maintenance	<u>Bill Moses</u>	Date	<u>9/7/11</u>
District Safety Review	<u>Ed Salazar, David Velazco</u>	Date	<u>9/7/11</u>
HQ Design Coordinator/Reviewer	<u>Mike Janzen</u>	Date	<u>9/7/11</u>
Project Manager District Safety Review	<u>Minerva R.</u>	Date	<u>9/7/11</u>
District SHOPP Program Advisor	<u>Marco Sanchez</u>	Date	<u>9/7/11</u>
HQ SHOPP Program Advisor	<u>Janice Benton</u>	Date	<u>3/1/10</u>

## 17. ATTACHMENTS:

- A. Title Plan Sheet
- B. Typical Cross Section Plan Sheet
- C. Layout Plan Sheet
- D. Cost Estimate
- E. TASAS Table B
- F. Right of Way Data Sheet
- G. Slope Exception Memo
- H. TMP Data Sheet
- I. Storm Water Data Report
- J. Environmental Document
- K. Risk Management Plan
- L. Draft Cooperative Agreement

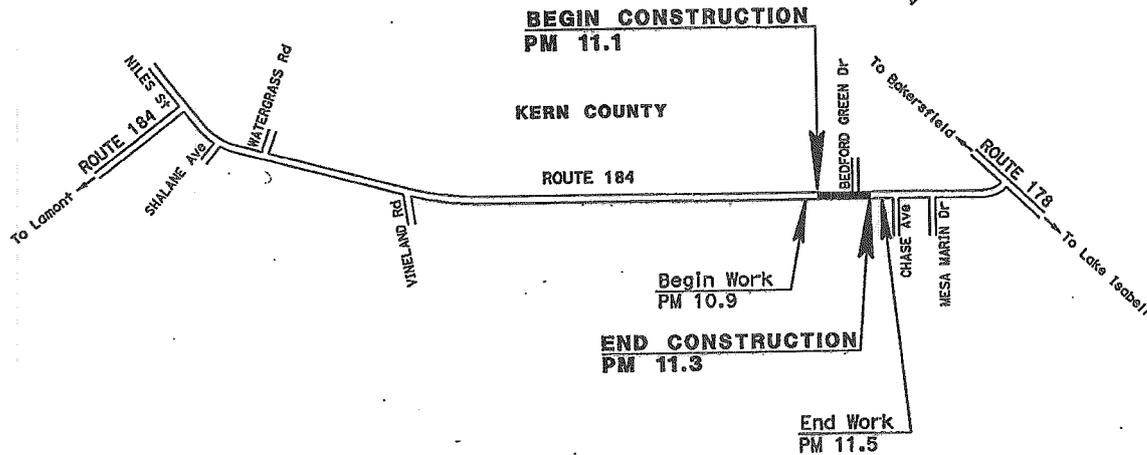
INDEX OF PLANS

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 PROJECT PLANS FOR CONSTRUCTION ON  
 STATE HIGHWAY

IN KERN COUNTY NEAR CHASE AVENUE  
 BETWEEN ROUTE 184 AND ROUTE 178

TO BE SUPPLEMENTED BY STANDARD PLANS DATED MAY 2006

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
06	Ker	184	11.1/11.3		



ATTACHMENT A

PROJECT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 REGISTERED CIVIL ENGINEER



PLANS APPROVAL DATE \_\_\_\_\_  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CONTRACT No.	06-0L9004
PROJECT ID	0600000343

RELATIVE BORDER SCALE 15 IN INCHES 0 1 2 3  
 USERNAME => a127607 DGN FILE => 606000343ob001.dgn

UNIT 1437 PROJECT NUMBER & PHASE 06000003431

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NO SCALE

DATE PLOTTED => 22-AUG-2011  
 TIME PLOTTED => 13:58



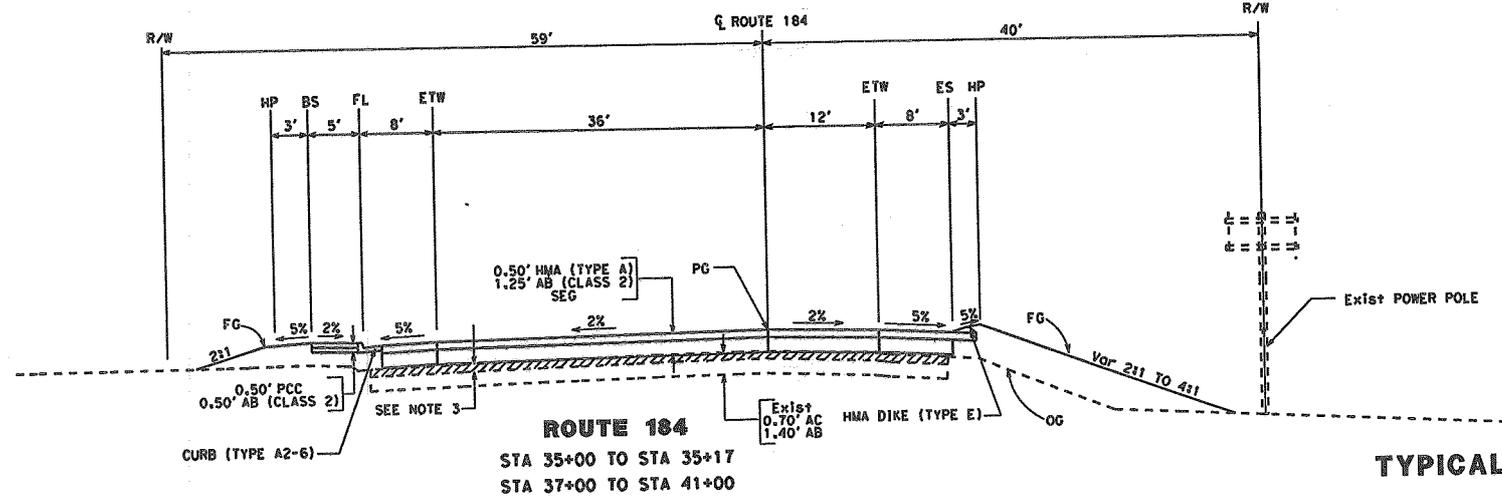
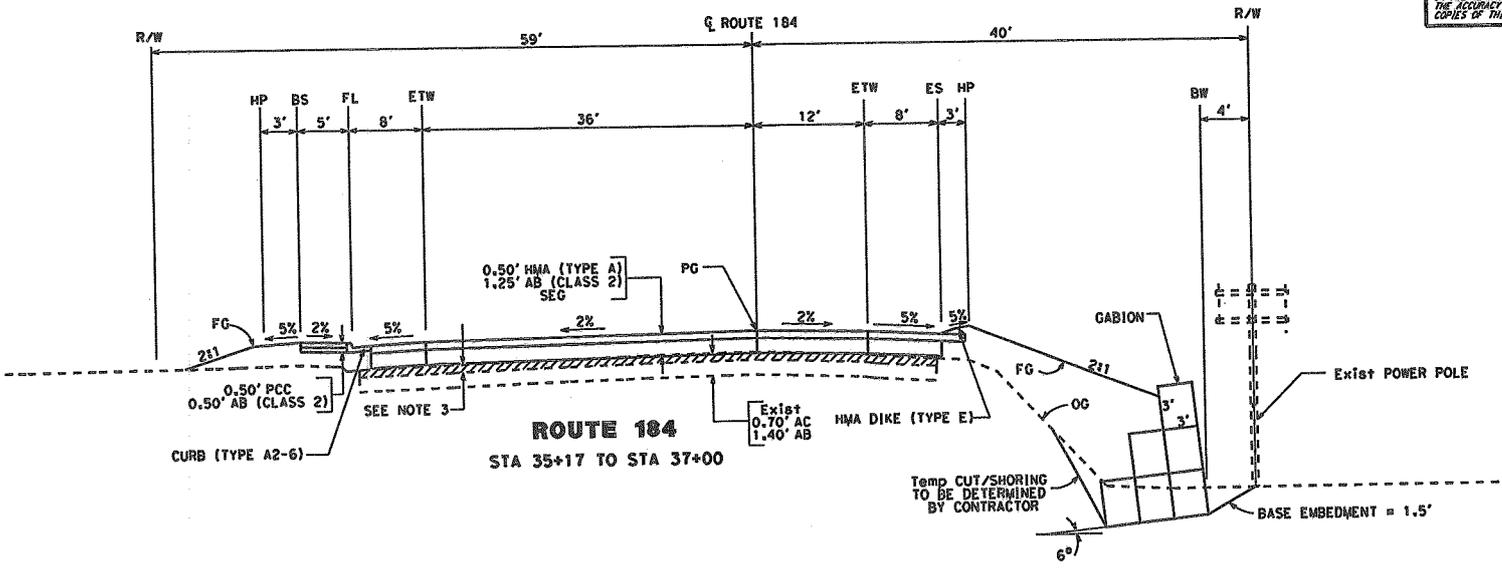
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**Caltrans**  
 DESIGN  
 FUNCTIONAL SUPERVISOR  
 CURSHAY BRAR  
 CHECKED BY  
 DAVID VELAZCO  
 GURDEEP BRAR  
 REVISOR BY  
 DAVID VELAZCO  
 GURDEEP BRAR  
 DATE REVISOR BY  
 DATE REVISOR BY

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL
06	Ker	184	11.1/11.3	

REGISTERED CIVIL ENGINEER DATE \_\_\_\_\_

PLANS APPROVAL DATE \_\_\_\_\_

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

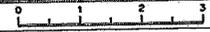



**TYPICAL CROSS SECTION**  
 X-2  
 NO SCALE

BORDER LAST REVISED 7/2/2010

USERNAME => GUSER  
 DGN FILE => 0REQUEST

RELATIVE BORDER SCALE  
 15 IN. INCHES



UNIT 1437

PROJECT NUMBER & PHASE

0600003431

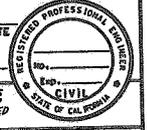
DATE PLOTTED 03-04-11  
 TIME PLOTTED 02:11:11

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
06	Ker	184	11.1/11.3		

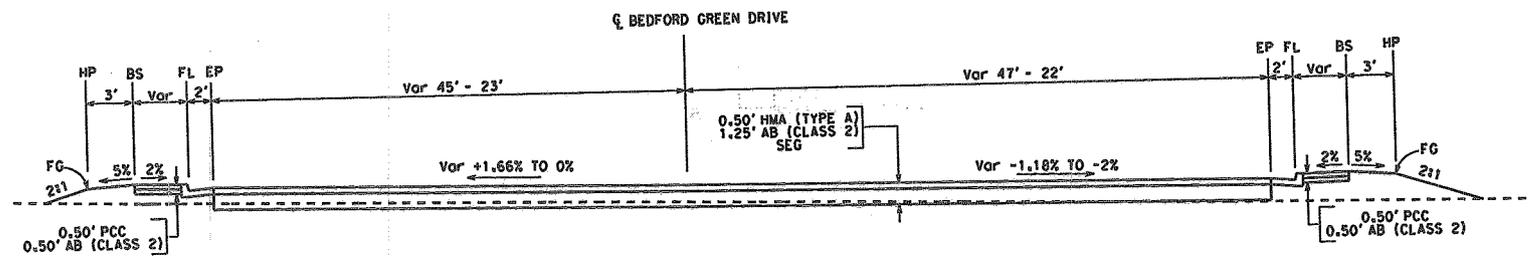
REGISTERED CIVIL ENGINEER DATE \_\_\_\_\_

PLANS APPROVAL DATE \_\_\_\_\_

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR
<b>Caltrans</b>	GURBHAY BRAR	DAVID VELAZCO	DAVID VELAZCO
DESIGN	GURBHAY BRAR	CHEKED BY	DATE REVISED



**BEDFORD GREEN DRIVE**  
STA 0+47 TO STA 0+72

**TYPICAL CROSS SECTION**  
X-3  
NO SCALE

LAST REVISED DATE PLOTTED => DATE  
108-30-11 TIME PLOTTED => TIME

TOTAL SUPERVISOR: GURBHAY BRAR  
 DESIGN: GURBHAY BRAR  
 CALCULATED-DRAWN BY: DAVID VELAZCO  
 CHECKED BY: GURDEEP BRAR  
 REVISIONS: REVISED BY: DAVID VELAZCO, DATE: [blank]  
 DATE REVISION: [blank]

**NOTE:** FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

CURVE DATA				
No.	R	Δ	T	L
①	22'	83°30'32"	19.64'	32.07'
②	22'	87°7'57"	20.93'	33.46'

**LEGEND**

--- (oh) --- Exlet OVERHEAD ELECTRICAL

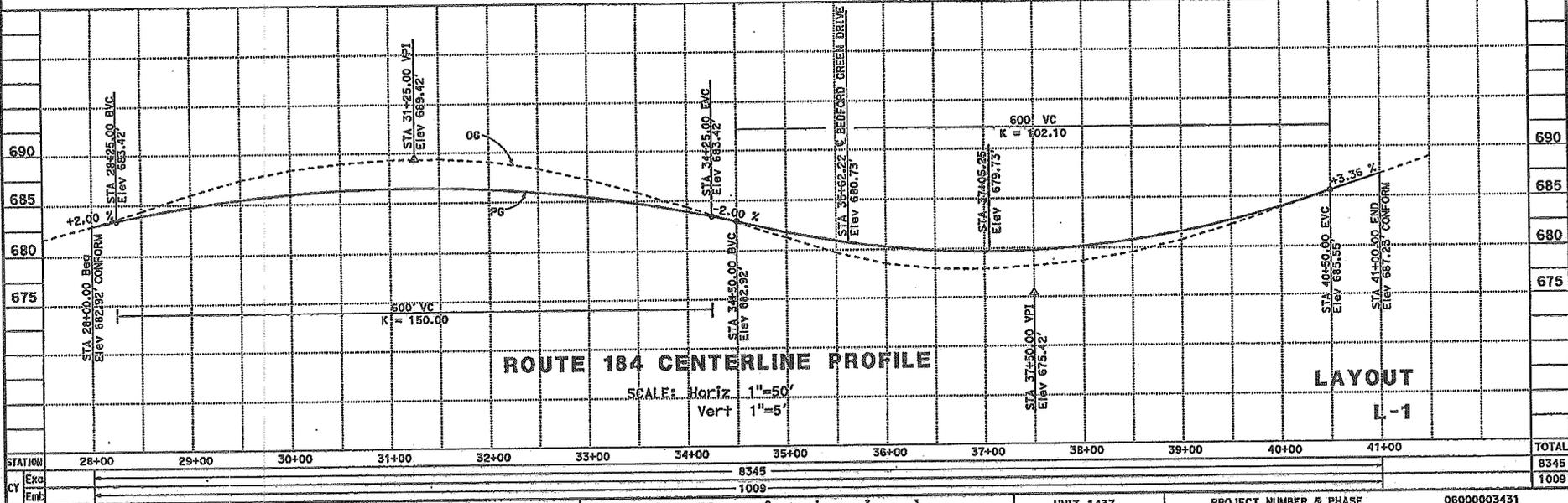
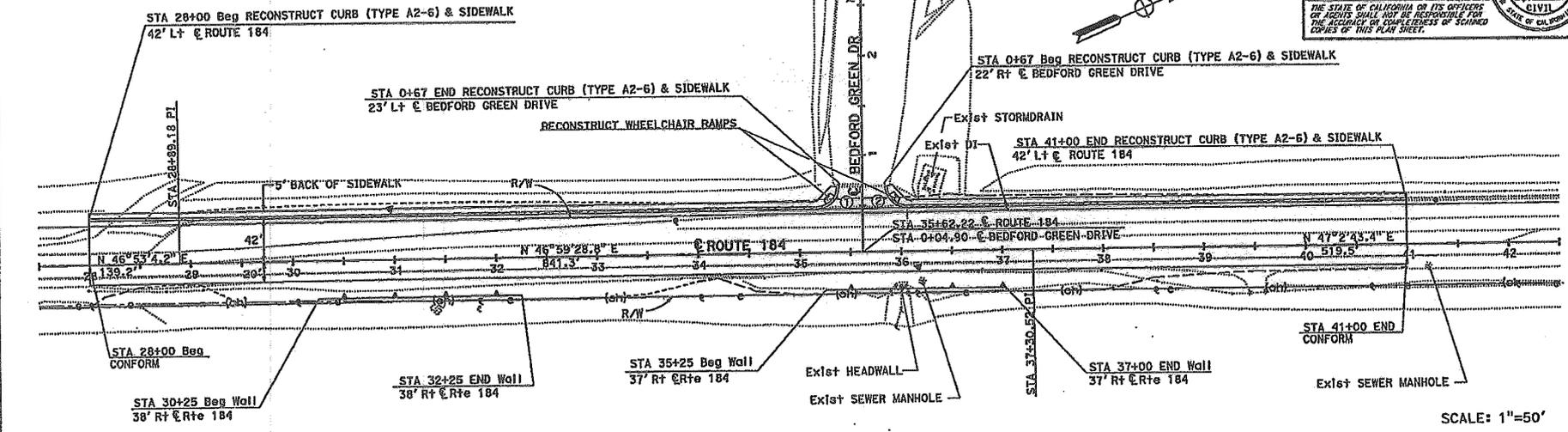
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Ker	184	11.1/11.3		

REGISTERED CIVIL ENGINEER DATE: \_\_\_\_\_

PLANS APPROVAL DATE: \_\_\_\_\_

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

STATE OF CALIFORNIA  
CIVIL ENGINEER



**PROJECT REPORT COST ESTIMATE**

Dist-Co-Rte: 06-Ker-184  
PM: PM 11.1-11.3  
EA: 06-0L900K  
Program Code: 201.010

**PROJECT DESCRIPTION:**

Limits: In Kern County near Bakersfield from 0.5 miles west of SR 184 and SR 178 intersection

Proposed Improvement:  
(Scope of Work)

This project proposes to flatten the roadbed profile in an effort to improve design speed and sight distance. With this new profile improvement, the existing sidewalk, curb and gutter that run parallel to State Route 184 within the project limits will be reconstructed, including the curb returns and wheelchair ramps at the intersection of Bedford Green Drive and State Route 184.

Alternative: 1

**SUMMARY OF PROJECT COST ESTIMATE**

TOTAL ROADWAY ITEMS	\$	<u>1,393,744</u>
TOTAL STRUCTURE ITEMS	\$	<u>0</u>
SUBTOTAL CONSTRUCTION COSTS		\$ <u>1,393,744</u>
TOTAL RIGHT OF WAY ITEMS (Escallated)	\$	<u>6,000</u>
TOTAL PROJECT CAPITAL OUTLAY COSTS		\$ <u>1,399,744</u>

Reviewed by  
Design Manager: *Aditya M...*

10/6/11  
(Date)

Approved by  
Project Manager: *...*

10/6/11  
(Date)

Phone Number: 243-3518





**PROJECT REPORT COST ESTIMATE**

Dist-Co-Rte: 06-Ker-184  
 PM: PM 11.1-11.3  
 EA: 06-0L900K  
 Program Code: 201.010

Section 6 - Minor Items

				<u>Item Cost</u>	<u>Section Cost</u>
	<u>\$1,061,900</u>	x	<u>0.05</u>	=	<u>\$53,095</u>
	(Subtotal Sections 1 thru 5)		(5 to 10%)		

TOTAL SECTION 6 MINOR ITEMS: \$53,095

Section 7 - Roadway Mobilization

	<u>\$1,114,995</u>	x	<u>0.05</u>	=	<u>\$55,750</u>
	(Subtotal Sections 1 thru 6)		(05%)		

TOTAL SECTION 7 MOBILIZATION ITEMS: \$55,750

Section 8 - Roadway Additions

Supplemental Work

	<u>\$1,114,995</u>	x	<u>0.05</u>	=	<u>\$55,750</u>
	(Subtotal Sections 1 thru 6)		(5 to 10%)		

Contingencies

	<u>\$1,114,995</u>	x	<u>0.15</u>	=	<u>\$167,249</u>
	(Subtotal Sections 1 thru 6)		(15%)		

TOTAL SECTION 8 ROADWAY ADDITIONS: \$222,999

TOTAL ROADWAY ITEMS: \$1,393,744  
 (Subtotal Sections 1 thru 8)

Estimate Prepared  
by:

David Velazco  
David Velazco

Phone: 559-230-3103

10-6-11  
(Date)

Estimate Checked  
by:

Gurbhay Brar  
Gurbhay Brar

Phone: 559-230-3106

10/6/11  
(Date)

\*\*Use appropriate percentage per PDPM, Part 3 Chapter 20.

<http://www.dot.ca.gov/hq/oppd/pdpm/pdpm.htm> - pdpm

**PROJECT REPORT COST ESTIMATE**

Dist-Co-Rte: 06-Ker-184  
 PM: PM 11.1-11.3  
 EA: 06-0L900K  
 Program Code: 201.010

**II. STRUCTURE ITEMS**

	STRUCTURE		
	No. 1	No. 2	No. 3
Bridge Name	_____	_____	_____
Structure Type	_____	_____	_____
Width (out to out) - (ft)	<u>0</u>	<u>0</u>	<u>0</u>
Span Length - (ft)	<u>0</u>	<u>0</u>	<u>0</u>
Total Area - ft <sup>2</sup>	<u>0</u>	<u>0</u>	<u>0</u>
Footing Type (pile/spread)	_____	_____	_____
Cost Per ft <sup>2</sup> (incl. 10% mobilization & 25% contingencies)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total Cost for Structure	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Other	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

\* Add additional structures as necessary

SUBTOTAL STRUCTURES ITEMS \_\_\_\_\_ \$0

Railroad Related Costs (Not incl. in R/W Est)

\_\_\_\_\_ \$0

TOTAL STRUCTURES ITEMS \_\_\_\_\_ \$0

**COMMENTS:**

Estimate Prepared  
by: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_ (Date)

(If appropriate, attach additional pages as backup)

**PROJECT REPORT COST ESTIMATE**

Dist-Co-Rte: 06-Ker-184  
 PM: PM 11.1-11.3  
 EA: 06-0L900K  
 Program Code: 201.010

**III. RIGHT OF WAY ITEMS**

	Current Values (Future Use)	Escalation Rates		Escalated Values*
Acquisition, including excess lands and damages to remainder(s) and Goodwill	\$0	0.0%	-	\$0
Utility Relocation (State share)	\$5,000	20.0%	-	\$6,000
Clearance/Demolition	\$0	0.0%	-	\$0
RAP	\$0	0.0%	-	\$0
Title and Escrow Fees	\$0	0.0%	-	\$0
Construction Contract Work	\$0	0.0%	-	\$0
	\$0			
<b>TOTAL RIGHT OF WAY**</b>				<b>\$6,000</b>

**ESCALLATED VALUE\***

Date to which Values are Escalated: 0/0/00

\* Escalated to assumed year of advertising.

\*\* Current total value for use on Sheet 1

Estimate Prepared  
by: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
(Date)

(If appropriate, attach additional pages and backup including Right of Way Data Sheet and Environmental Mitigation and Compliance Cost Estimate Sheet).

OTM22130  
02/16/2011  
03:21 PM

California Department of Transportation  
Table B - Selective Accident Rate Calculation

Page# 1  
Event ID: 3129417

Location Description	Rate Group (RUS)	No. of Accidents / Significance								Pers Kid Inj	ADT Main X-St	Total MV+ or MVM	Accident Rates					
		Tot	Fat	Inj	F+I	Multi Veh	Wet	Dark	Fat				Actual F+I	Tot	Average Fat	F+I	Tot	
06 KER 184 011.100 - 06 KER 184 011.299 0001-0001 2006-06-01 2009-12-31	200 MI H 11 U	0	0	0	0	0	0	0	0	0	4.6	1.22	0.000	.00	.00	0.018	.61	1.50

02/16/2011  
03:21 PM

ATTACHMENT E

Accident Rates expressed as: # of accidents / Million vehicle miles  
 † denotes that Million Vehicles (MV) used in accident rates instead (for intersections and ramps).  
 For Ramps RUS only considers R(Rural) U(Urban)

**Memorandum**

To: Gurbhay Brar

Date: 8/25/2011

File: CD 06 EA 0L900K Alt ALT1REV

Attn

Co KER RTE 184

DESCRIPTION:  
Vertical Curve Improvements

From: Department of Transportation  
Division of Right of Way Central Region

Subject: RIGHT OF WAY DATA SHEET

We have completed an estimate of the right of way costs for the above-referenced project based on the Right of Way Data Sheet Request Form dated 8/8/2011

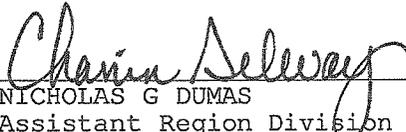
The following assumptions and limiting conditions were identified:

**Appraisal**

**Utility**

According to Design, the only for seeable conflict is a sewer manhole. Also, as per Design, no potholing has been requested for this project because the gas line is outside of the current right of way. No company utility verification or claims of liability were completed for this estimate. Once verifications have been completed and utilities plotted an updated estimate should be requested.

Right of Way Lead Time will require a minimum of 3 months after we receive Certified Appraisal Maps and/or Utility Conflict Plans, obtained necessary environmental clearance and applicable freeway agreements have been approved.

for   
NICHOLAS G DUMAS  
Assistant Region Division Chief, Right of Way  
(559) 445-6195

Right Of Way Cost Estimate	Current Year 2011	Contingency Rate	Right of Way Escalation Rate	Escalated Year 2012
Acquisition:	\$0	25%	5%	\$0
Mitigation:	\$0	25%	5%	\$0
State Share of Utilities:	\$5,000	25%	5%	\$5,788
Expert Witness:	\$0	25%	5%	\$0
Relocation Assistance:	\$0	25%	5%	\$0
Demolition and Clearance:	\$0	25%	5%	\$0
Title and Escrow:	\$0	25%	5%	\$0
Ad Signs:	\$0	25%	5%	\$0
<b>Total Current Value:</b>	<b>\$5,000</b>			<b>\$5,788</b>
If RW Cost Est fields are blank, Costs = \$0				

Estimated Construction Contract Work (CCW):

R/W LEAD TIME/Mo. 3

Cost Break Down	
Pot Hole	
Mitigation	
Land	
Bank	
Permit Fee	

**RR Involvement**

Railroad Facilities or Right of Way Affected?	NO
Const/Maint Agreement:	NO
Service Contract:	NO
Right of Entry:	NO
Clauses:	NO
Estimated Lead-time	NO

**Parcel Data**

# of Parcel Type X:			
# of Parcel Type A: less than \$10,000 non-complex			
# of Parcel Type B: more than \$10,000 non-complex			
# of Parcel Type C: complex, special valuation			
# of Parcel Type D: most complex and time consuming		# of Duals Needed:	
<b>Totals:</b>	0	<b>Totals:</b>	0

# of Excess Parcels:

**Misc R/W Work**

# of RAP Displacements:	0
# of Clearance/Demos:	
# of Const Permits:	
# of Condemnations:	

**Utilities**

U4-1: Owner Expense	4
U4-2: State Expense, Conventional no Fed Aid	0
U4-3: State Expense, Freeway no Fed Aid	0
U4-4: State Expense, both with Fed Aid	0
U5-7: Utility verification, no relocation/potholing	0
U5-8: Utility verification, w/ some relocation/potholing	0
U5-9: Utility verifications, relocation/potholing required	4

EA: 06-0L900K

ALT: ALT1REV

Parcel Area

Total R/W Required:
Total Excess Area:

General Description of R/W and Excess Lands Required (zoning, use, major improvements, critical or sensitive parcels, etc.):

**General Description of Utility Involvement:**

Vertical Curve Improvements

Is there a significant effect on assessed valuation:

Were any previously unidentified sites with hazardous waste or material found:

Are RAP displacements required:

# of single family:  # of muliti-family:  # of business/nonprofit:  # of farms:

Sufficient replacement housing will be available without last resort housing:

Are material borrow or disposal sites required:

Are there potential relinquishments or abandonments:

Are there any existing or potential airspace sites:

Are environmental mitigation parcels required:

**Data for evaluation provided by:**

Estimator:

Railroad Liaison Agent:

Maria Toles

8/18/2011

Utility Relocation Coordinator:

Minerva Aceves

8/18/2011

*I have personally reviewed this Right of Way Sheet and all supporting information. I find this Data Sheet complete and current, subject to the limiting conditions set forth.*

Date

ENTERED PMCS

9/25/2011

BY: H. Yang

*for*   
 \_\_\_\_\_  
 NICHOLAS G DUMAS  
 Assistant Region Division Chief, Right of Way

# Memorandum

To: Elbert Cox  
Senior Landscape Architect  
District 06

Date: July 21, 2011

File: 06-Ker-184 PM: 11.1/11.3  
SR 184 Profile Modification  
Project#:  
EA 0L900K



From: DEPARTMENT OF TRANSPORTATION  
Project Development-Design

Subject: Request for Slope Exception (1:1, 1.5:1, and 2:1[H:V])

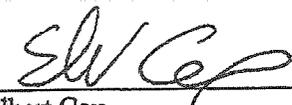
We are preparing the Project Study Report/Project Report for the Route 184 Profile Modification Project. This portion of State Route 184, located approximately half of a mile west of the intersection of State Route 178 and State Route 184 in Kern County, will be modified by flattening the roadbed profile in an effort to improve design speed and sight distance. With this new profile improvement, the existing sidewalk, curb and gutter that run parallel to State Route 184 within the project limits will be reconstructed, including the curb returns and wheelchair ramps at the intersection of Bedford Green Drive and State Route 184. Attached are the title plan, layout plan, typical cross-sections plan, and geotechnical report.

This project has been in the PID stage for some months now. Over those months, we have conducted a number of meetings regarding the cost of Right of Way Purchase and ways that we can design the project without going over the proposed budget. Most of the conclusions to the meetings were avoiding buying Right of Way. To stay clear of having to buy Right of Way, we made a number of decisions regarding slopes, with the approval of the Geotechnical Branch in Headquarters.

It is understood that a slope of 4:1(H:V) is desirable. However, for this project, we are attempting to eliminate right of way impacts. We are proposing cut slopes of 1.5:1(H:V) or flatter with no benches. We are proposing fill slopes of 2:1 (H:V) or flatter, with a short section (Station 35+85 to Station 36+05) of 1:1(H:V) fill slope. The Headquarters Geotechnical Branch has given us details on how to accomplish that. Making the cut and fill slopes flatter than proposed would entail the purchase of substantial additional right of way.

Please approve the proposed slopes and return to me by July 29, 2011. If you need further information or have any questions, please contact me at (559) 230-3103 or my Supervisor, Gurbhay Brar at (559) 230-3106.

Gurbhay Brar  
Senior Engineer, Design IV, BranchC

APPROVED:   
Elbert Cox  
District Landscape Architect

8-16-2011  
Date

**ATTACHMENT G**

Department of Transportation  
District 6

**TRANSPORTATION MANAGEMENT PLAN DATA SHEET**

06-Ker 184-PM 11.1/11.2

**MESA MARIN PROFILE CORRECTION**

**PROJECT NUMBER: 0600000343-K**

August 12, 2011

Prepared For: GURBHAY BRAR, Design Senior  
Office of Design IV, Branch C  
Attn: David Velazco

Prepared By: JOSE FERNANDEZ, JR.

Concurred By:

Approved By:

  
BENJAMIN C. CAMARENA  
District 6 – District Traffic Manager

  
JOSE FERNANDEZ, JR., P.E.  
District 6 – TMP Manager

This updated Transportation Management Plan (TMP) data sheet is prepared in response to a request from Office of Design IV, Branch C dated August 01, 2011.

Attached is the updated TMP Data Sheet for the above referenced project. Per Deputy Directive 60, TMP must be considered at the early stage of all projects and activities performed on the State Highway System. The following items shall be included in the project initiation document (PID):

- 1) The updated TMP Data Sheet shall be attached to the project initiation document (PID).
- 2) Any costs associated with the traffic impact mitigation measures listed in the updated TMP Data Sheet shall be included in the PID estimate.
- 3) The following statements shall be included in the body of the PID:

**ATTACHMENT H**

Updated TMP Data Sheet  
Design Senior: Gurbhay Brar  
Date: August 12, 2011

Project No. 0600000343-K

Cty/Rte/PM: Ker 184-PM 11.1/11.2  
Office of Design IV, Branch C  
Page 2 of 2

"Preliminary traffic impacts and mitigation for this project have been outlined in the attached updated Transportation Management Plan Data Sheet (TMP Data Sheet). Costs associated with the traffic impact mitigation measures listed in the updated TMP Data Sheet have been included in this documents estimate."

"A TMP for this project is required and should be requested when the design is complete enough to determine specific traffic impacts, but yet early enough to make design changes/additions required for traffic mitigation."

"Lane closure charts and detailed TMP will be provided during PS&E stage."

"Full/complete highway closure during daytime hours is anticipated throughout the duration of the project. Night work will be avoided due to the presence of kit fox in this area. A detour plan will be developed during the PS&E stage."

If you have any questions, please contact me at 559-444-2492.

Attachments:

- Updated TMP Data Sheet

# DISTRICT 6 - TRANSPORTATION MANAGEMENT PLAN

## UPDATED DATA SHEET

(TMP Elements and Costs)

<b>CO/RTE/PM</b>	KER	184	PM	11/11/12	<b>PROJ#</b>	0600000345K
<b>PROJECT NAME</b>	MESA MARIN PROFILE CORRECTION					
<b>PROJECT LIMIT</b>	In Kern County at the intersection of Route 184 and Bedford Green Drive					
<b>PROJECT DESCRIPTION</b>	Improve the Existing Sight Distance by Flattening the Current Profile and Reconstruct Curb & Gutter, Curb Returns and Wheelchair Ramps.					

A) **The project includes the following:**  
(Check all that applicable type of facility closures.)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Highway or Freeway Lanes     | <input type="checkbox"/> Freeway Off-ramps |
| <input checked="" type="checkbox"/> Highway or Freeway Shoulders | <input type="checkbox"/> Freeway On-ramps  |
| <input type="checkbox"/> Freeway Connectors                      | <input type="checkbox"/> Local Streets     |

B) **Are there any construction strategies that can restore existing number of lanes?**  
 No       Yes (Check all applicable strategies.)

- |  |                              |   |
|--|------------------------------|---|
| <input type="checkbox"/> Temporary Roadway Widening Structure Involvement? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No (If yes, notify Project Manager) |
| <input type="checkbox"/> Lane Restriping (Temporary narrow lane widths)    |                              |   |
| <input type="checkbox"/> Roadway Realignment (Detour around work area)     |                              |   |
| <input type="checkbox"/> Median and/or Right Shoulder Utilization          |                              |   |
| <input type="checkbox"/> Use of HOV lane as Temporary Mixed Flow Lane      |                              |   |
| <input type="checkbox"/> Staging Alternatives (Explain Below)              |                              |   |

C) **Calculated Delay**  
(To be performed if construction strategies in Item B do not mitigate congestion resulting from Item A or on all projects along Interstate 5 and Route 99)

- |  |       |           |
|--|-------|-----------|
| 1. Estimated Maximum Individual delay                      | _____ | minutes   |
| 2. Existing or Acceptable Individual Vehicle Delay         | _____ | minutes   |
| 3. Estimated Individual Vehicle Delay Requiring Mitigation | _____ | minutes   |
| 4. Estimate Delay Cost (Most Applicable)                   |       |           |
| <input type="checkbox"/> Extended Weekend Closure          |       |           |
| <input type="checkbox"/> Weekly (7 days)                   |       |           |
| 5. Estimated Duration of Project Related Delays            | _____ | # of Days |
| 6. Cost of Construction Related delays                     | _____ |           |

TMP Estimates based on X-Number of Working Days  
 requiring Lane/Shoulder/Ramp/Freeway/Highway Closures:

15 Working Days

# UPDATED TMP DATASHEET

PAGE 2 OF 2

Date: August 12, 2011  
 Design Senior: Gurbhajr Brar  
 Branch: C Office of Design: IV

Cnty/Rte: KER 184  
 PM 11.1/11.2  
 EA 0600000343K

**D) Preliminary TMP Elements and cost:** (Identify all elements and estimated costs that will be used to mitigate congestion resulting from the proposed construction activities.)

<p><b>1. Public Information - Bees # 066063</b></p> <p><input checked="" type="checkbox"/> Brochures &amp; Mailers \$5,000</p> <p><input checked="" type="checkbox"/> Press Release/Media Alerts \$2,000</p> <p><input checked="" type="checkbox"/> Paid Advertisements \$6,000</p> <p><input type="checkbox"/> Public Information Center/Kiosks</p> <p><input type="checkbox"/> Telephone Hotline</p> <p><input checked="" type="checkbox"/> Planned Lane Closure Website \$90</p> <p><input type="checkbox"/> Project Website</p> <p><input checked="" type="checkbox"/> Public Meetings \$10,000</p> <p><input checked="" type="checkbox"/> Freight Travel Information \$90</p>	<p><b>4. Construction Strategies (In Addition to Elements Identified on Item B)</b></p> <p><input type="checkbox"/> Two-way Traffic On One Side</p> <p><input type="checkbox"/> Reversible Lanes</p> <p><input type="checkbox"/> Ramp/Connector Closure</p> <p><input type="checkbox"/> Night Work</p> <p><input type="checkbox"/> Extended Weekend Work</p> <p><input type="checkbox"/> Ped/Bicycle Access Improvements</p> <p><input type="checkbox"/> Maintain Business Access</p> <p><input type="checkbox"/> A + B Bidding</p> <p><input type="checkbox"/> Innovative Const. Techniques</p> <p><input type="checkbox"/> Coordination w/ Adj. Const. Site</p> <p><input type="checkbox"/> Speed Limit Reduction</p> <p><input type="checkbox"/> Traffic Screens</p>	
<p><b>2. Motorist Information Strategies</b></p> <p><input checked="" type="checkbox"/> Traffic Radio Announcements \$90</p> <p><input type="checkbox"/> Fixed CMS</p> <p><input checked="" type="checkbox"/> Portable CMS BEES 128650 \$18,000</p> <p><input type="checkbox"/> Temporary Motorist Information Signs</p> <p><input checked="" type="checkbox"/> Ground Mounte Signs (Detour) See Above</p> <p><input type="checkbox"/> Dynamic Speed Message Sign</p> <p><input checked="" type="checkbox"/> Highway Advisory Radio \$90</p> <p><input checked="" type="checkbox"/> CT Hwy Infom. Network (CHIN)</p>	<p><b>5. Demand Management</b></p> <p><input type="checkbox"/> HOV Lane/Ramps</p> <p><input type="checkbox"/> Variable Work Hours</p> <p><input type="checkbox"/> Telecommuting</p> <p><input type="checkbox"/> Truck/Heavy Vehicle Restrictions</p> <p><input type="checkbox"/> Rideshare Promotions</p> <p><input type="checkbox"/> Ramp Metering</p> <p><input type="checkbox"/> Transit Incentives</p> <p><input type="checkbox"/> Shuttle Services</p> <p><input type="checkbox"/> Ridesharing/Carpooling Incentives</p> <p><input type="checkbox"/> Park &amp; Ride Promotion</p>	
<p><b>3. Incident Management</b></p> <p><input checked="" type="checkbox"/> Transportation Management Center \$90</p> <p><input type="checkbox"/> Traffic Management Team (TMT)</p> <p><input type="checkbox"/> Intelligent Transportation Systems</p> <p><input type="checkbox"/> Traff. Surveillance (Loop &amp; CCTV)</p> <p><input type="checkbox"/> Helicopter Surveillance</p> <p><input type="checkbox"/> Tow/Freeway</p> <p><input type="checkbox"/> COZEEP BEES 066062</p>	<p><b>6. Alternative Route Strategies</b></p> <p><input checked="" type="checkbox"/> Off-site Detours/Use of Alt. Rtes \$90</p> <p><input type="checkbox"/> Signal Timing/Coord. Improvements</p> <p><input type="checkbox"/> Temporary Traffic Signals</p> <p><input type="checkbox"/> Signal Retiming</p> <p><input type="checkbox"/> Street/Intersection Improvements</p> <p><input type="checkbox"/> Turn Restrictions</p> <p><input type="checkbox"/> Parking Restrictions</p>	
<p><b>4. Construction Strategies (In Addition to Elements Identified on Item B)</b></p> <p><input checked="" type="checkbox"/> Lane Requirement Chart \$90</p> <p><input type="checkbox"/> Construction Staging</p> <p><input type="checkbox"/> Traffic Handling Plans</p> <p><input checked="" type="checkbox"/> Full Facility Closures \$90</p> <p><input type="checkbox"/> Local Road Closures</p> <p><input type="checkbox"/> Lane Modifications</p> <p><input type="checkbox"/> One-Way Reversing Operation</p>	<p><b>7. Other Considerations</b></p> <p><input type="checkbox"/> Application of New Technologies</p> <p><input type="checkbox"/> Other</p>	
<b>TOTAL ESTIMATED COST OF TMP</b>		<b>\$30,000</b>

**PROJECT NOTES:**

1. Current dollar values used. Inflation was not factored into the estimate.
2. There are no noise restrictions / moratoriums for night work.
3. Traffic Control/Maintain Traffic costs was not provided. Please consult with the OE or construction office for this estimate.
4. Portable CMS specified for this project by this estimate is designed for congestion relief as outlined by DD-60. Portable CMS required for other purposes should be included under other specifications.
5. COZEEP specified for this project by this estimate is designated for congestion relief as outlined by DD-60. COZEEP required for other purposes should be included under other specifications.
6. The TMP is a living document that is subject to change if material changes take place in the final version of the project phase or if changes are required during construction to respond to excessive levels of congestion.
7. This updated TMP Data Sheet supersedes the previous TMP Data Sheet dated February 01, 2011.
8. The estimated cost for ground mounted signs depends on the Design Engineer's estimate.

PREPARED BY: <b>JOE FERNANDEZ</b>	OFFICE OF TRAFFIC OPERATIONS	DATE: August 12, 2011
--------------------------------------	------------------------------	--------------------------



Dist-County-Route: 06-Ker-184  
 Post Mile Limits: 11.1/11.3  
 Project Type: Road Profile Improvement  
 Project ID (or EA) 0600000343 (06-0L900K)  
 Program Identification: HB-1  
 Phase:  PID  
 PA/ED  
 PS&E

Regional Water Quality Control Board(s): Central Valley Region (5F)

Is the Project required to consider Treatment BMPs? Yes  No   
 If yes, can Treatment BMPs be incorporated into the project? Yes  No

If No, a Technical Data Report must be submitted to the RWQCB at least 30 days prior to the projects RTL date. List RTL Date: \_\_\_\_\_

Total Disturbed Soil Area: 2.9 acres Risk Level: Erosivity Waiver  
 Estimated: Construction Start Date: July 1, 2013 Construction Completion Date: August 15, 2013  
 Notification of Construction (NOC) Date to be submitted: Erosivity Waiver

Erosivity Waiver Yes  Date: TBD No   
 Notification of ADL reuse (if Yes, provide date) Yes  Date: \_\_\_\_\_ No   
 Separate Dewatering Permit (if yes, permit number) Yes  Permit # \_\_\_\_\_ No

*This Report has been prepared under the direction of the following Licensed Person. The Licensed Person attests to the technical information contained herein and the date upon which recommendations, conclusions, and decisions are based. Professional Engineer or Landscape Architect stamp required at PS&E.*

Uday Y. Shankar 10/6/11  
 Uday Y. Shankar, Registered Project Engineer Date

*I have reviewed the storm water quality design issues and find this report to be complete, current and accurate:*

Minerva Rodriguez 10/6/11  
 Minerva Rodriguez, Project Manager Date  
Bill Moses 10/7/11  
 Bill Moses, Designated Maintenance Representative Date  
Brad Cole 10/7/11  
 Brad Cole, Designated Landscape Architect Representative Date  
Marissa Nishikawa 10/7/2011  
 Marissa Nishikawa, District/Regional SW Coordinator Date

(Stamp Required for PS&E only)

**CATEGORICAL EXEMPTION/ CATEGORICAL EXCLUSION DETERMINATION FORM**

06-KER-184      11/11/13      06-0L300K  
 Dist.-Co.-Rte. (or Local Agency)      F.M.P.M.      E.A. (State project)      Federal-Aid Project No. (Local project)/ Proj. No.

**PROJECT DESCRIPTION:**

(Briefly describe project, purpose, location, limits, right-of-way requirements, and activities involved.)  
 (Error project description in this box. Use Continuation Sheet, if necessary.)

The project proposes to reconstruct a portion of State Route 134, located approximately half of a mile west of the intersection of State Route 173 and State 184 in Kern County. The purpose will be to modify line of sight and design speed restrictions by flattening of the roadbed profile. With this new profile improvement, the existing sidewalk, curb and gutter that run parallel to State Route 134 within the project limits will also be reconstructed, including the curb returns and wheelchair ramps at the intersection of Bedford Green Drive and State Route 134. Two retaining wall structures will be incorporated to accommodate the new roadbed profile. Along with this construction two new drainage inlets will be installed.

**CEQA COMPLIANCE (for State Projects only)**

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15000 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 83962.5 ("Cortess List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

**CALTRANS CEQA DETERMINATION (Check one)**

Exempt by Statute. (PRC 21080[N]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorical Exempt Class 1. (PRC 21084; 14 CCR 15000 et seq.)

Categorical Exempt General Rule exemption. (This project does not fall within an exempt class but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15001(b)(3))

Kirsten Helton      Minerva Rodriguez  
 Print Name: Environmental Branch Chief      Print Name: Project Manager/DLA Engineer

*Kirsten Helton*      8/11/13      *Minerva Rodriguez*      8/11/13  
 Signature      Date      Signature      Date

**NEPA COMPLIANCE**

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS); and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b) (<http://www.fhwa.dot.gov/rep/23cfr771.htm> - sec 771.117).

In non-attainment or maintenance areas for Federal air quality standards, the project is either exempt from all conformity requirements, or conformity analysis has been completed pursuant to 42 USC 7508(c) and 40 CFR 93.

**CALTRANS NEPA DETERMINATION (Check one)**

Section 5004: The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 325 and a Memorandum of Understanding (MOU) dated June 7, 2010, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- 23 CFR 771.117(c): activity (c)
- 23 CFR 771.117(d): activity (d)
- Activity listed in the MOU between FHWA and the State

Section 5005: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under Section 6005 of 23 U.S.C. 327.

Kirsten Helton      Minerva Rodriguez  
 Print Name: Environmental Branch Chief      Print Name: Project Manager/DLA Engineer

*Kirsten Helton*      8/11/13      *Minerva Rodriguez*      8/11/13  
 Signature      Date      Signature      Date

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., air quality studies, documentation of conformity exemption, FHWA conformity determination if Section 6005 project; §105 commitments; §4(f); §7 results; Wetlands Finding; Floodplain Finding; additional studies; and design conditions). Revised June 7, 2010

**ATTACHMENT J**

## Transportation Air Quality Conformity Findings Checklist

<b>Project Name:</b>	SR 184 vertical Curve Improvements Project	
<b>Dist-Co-Rte-PM:</b>	06-Kern-SR184-PM 11.1-11.3	<b>EA:</b> 06-0L900
<b>Federal-Aid No.:</b>	[REDACTED]	
<b>Document Type:</b>	<input checked="" type="checkbox"/> 6004 CE <input type="checkbox"/> 6005 CE <input type="checkbox"/> EA <input type="checkbox"/> EIS	
<b>Step 1.</b> Is the project located in a nonattainment or maintenance area for ozone, nitrogen dioxide, carbon monoxide (CO), PM <sub>2.5</sub> , or PM <sub>10</sub> per EPA's <u>Green Book</u> listing of non-attainment areas? <input type="checkbox"/> If no, go to Step 16. Transportation conformity does not apply to the project. <input checked="" type="checkbox"/> If yes, go to Step 2.		
<b>Step 2.</b> Is the project exempt from conformity per <u>40 CFR 93.126</u> or <u>40 CFR 93.128</u> ? <input checked="" type="checkbox"/> If yes, go to Step 16. The project is exempt from all project-level conformity requirements (40 CFR 93.126 or 128). (check one box below and identify the project type, if applicable). <input checked="" type="checkbox"/> 40 CFR 93.126 Project type: <u>safety</u> <input type="checkbox"/> 40 CFR 93.128 <input type="checkbox"/> If no, go to Step 3.		
<b>Step 3.</b> Is the project exempt from regional conformity per <u>40 CFR 93.127</u> ? <input type="checkbox"/> If yes, go to Step 8. The project is exempt from regional conformity requirements (40 CFR 93.127) (identify the project type). Project type: [REDACTED] <input type="checkbox"/> If no, go to Step 4.		
<b>Step 4.</b> Is the project located in a region with a currently conforming RTP and TIP? <input type="checkbox"/> If yes, the project is included in a currently conforming RTP and TIP per 40 CFR 93.115. The project's design and scope have not changed significantly from what was assumed in RTP conformity analysis (40 CFR 93.115[b]). Go to Step 8. <input type="checkbox"/> If no and the project is located in an isolated rural area, go to Step 5. <input type="checkbox"/> If no and the project is not located in an isolated rural area, STOP and do not proceed until a conforming RTP and TIP are adopted.		
<b>Step 5.</b> For isolated rural areas, is the project regionally significant per 40 CFR 93.101, based on review by Interagency Consultation? <input type="checkbox"/> If yes, go to Step 6. <input type="checkbox"/> If no, go to Step 8. The project, located in an isolated rural area, is not regionally significant and does not require a regional emissions analysis (40 CFR 93.101 and 93.109[1]).		
<b>Step 6.</b> Is the project included in another regional conformity analysis that meets the isolated rural area analysis requirements per 40 CFR 93.109, including Interagency Consultation and public involvement? <input type="checkbox"/> If yes, go to Step 8. The project, located in an isolated rural area, has met its regional analysis requirements through inclusion in a previously-approved regional conformity analysis that meets current requirements (40 CFR 93.109[1]). <input type="checkbox"/> If no, go to Step 7.		
<b>Step 7.</b> The project, located in an isolated rural area, requires a separate regional emissions analysis. <input type="checkbox"/> Regional emissions analysis for regionally significant project, located in an isolated rural area, is complete. Regional conformity analysis was conducted that includes the project and reasonably foreseeable regionally significant projects for at least 20 years. Interagency Consultation and public participation were conducted. Based on the analysis, the interim or emission budget conformity tests applicable to the area are met (40 CFR 93.109[1] and 95.105). <sup>1</sup> Go to Step 8.		
<b>Step 8.</b> Is the project located in a CO nonattainment or maintenance area? <input type="checkbox"/> If no, go to Step 9. CO conformity analysis is not required. <input type="checkbox"/> If yes, hot-spot analysis requirements for CO per the CO Protocol (or per EPA's modeling guidance, CAL3QHCR can be used with EMFAC emission factors <sup>2</sup> ) have been met. Project will not cause or contribute to a new localized CO violation (40 CFR 93.116 and 93.123) <sup>3</sup> . Go to Step 9.		

<sup>1</sup> The analysis must support this conclusion before going to the next step.

<sup>2</sup> Use of the CO Protocol is strongly recommended due to its use of screening methods to minimize the need for modeling. When modeling is needed, the Protocol simplifies the modeling approach.

<p><b>Step 9.</b> Is the project located in a PM10 and/or a PM2.5 nonattainment or maintenance area?</p> <p><input type="checkbox"/> If no, go to Step 13. PM2.5/PM10 conformity analysis is not required.</p> <p><input type="checkbox"/> If yes, go to Step 10.</p>
<p><b>Step 10.</b> Is the project considered to be a Project of Air Quality Concern (POAQC), as described in EPA's Transportation Conformity Guidance for PM 10 and PM 2.5?</p> <p><input type="checkbox"/> If no, the project is not a project of concern for PM10 and/or PM2.5 hot-spot analysis based on 40 CFR 93.116 and 93.123 and EPA's Hot-Spot Analysis Guidance. Interagency Consultation concurred with this determination on [redacted]. Go to Step 12.</p> <p><input type="checkbox"/> If yes, go to Step 11.</p>
<p><b>Step 11.</b> The project is a POAQC.</p> <p><input type="checkbox"/> The project is a project of concern for PM10 and/or PM2.5 hot-spot analysis based on 40 CFR 93.116 and 93.123, and EPA's Hot-Spot Guidance. Interagency Consultation concurred with this determination on [redacted]. Detailed PM hot-spot analysis, consistent with 40 CFR 93.116 and 93.123 and EPA's Hot-Spot Guidance, shows that the project would not cause or contribute to, or worsen, any new localized violation of PM10 and/or PM2.5 standards. Go to Step 12.</p>
<p><b>Step 12.</b> Does the approved PM SIP include any PM10 and/or PM2.5 control measures that apply to the project, and has a written commitment been made as part of the air quality analysis to implement the identified SIP control measures?</p> <p><input type="checkbox"/> If yes, a written commitment is made to implement the identified SIP control measures for PM10 and/or PM2.5 through construction or operation of this project (40 CFR 93.117).</p> <p><input type="checkbox"/> If no, go to Step 13.</p>
<p><b>Step 13a.</b> Have project-level mitigation or control measures for CO, PM10, and/or PM2.5, included as part of the project's design concept and scope, been identified as a condition of the RTP or TIP conformity determination? AND/OR</p> <p><b>Step 13b.</b> Are project-level mitigation or control measures for CO, PM10, and/or PM2.5 included in the project's NEPA document?</p> <p>AND</p> <p><b>Step 13c</b> (applies only if Step 13a and/or 13b are answered "yes"). Has a written commitment been made as part of the air quality analysis to implement the identified measures?</p> <p><input type="checkbox"/> If yes to 13a and/or 13b and 13c, a written commitment is made to implement the identified mitigation or control measures for CO, PM10, and/or PM2.5 through construction or operation of this project. These mitigation or control measures are identified in the project's NEPA document and/or as conditions of the RTP or TIP conformity determination.<sup>3</sup> (40 CFR 93.125(a))</p> <p><input type="checkbox"/> If no, go to Step 14</p>
<p><b>Step 14.</b> Does the project qualify for Categorical Exclusion under SAFETEA-LU Section 6004?</p> <p><input type="checkbox"/> If yes, then no FHWA involvement is required and Caltrans makes the conformity determination through its signature on the CE form. An AQCA is not needed. Go to Step 16.</p> <p><input type="checkbox"/> If no, go to Step 15.</p>
<p><b>Step 15.</b> Does the project require preparation of a Categorical Exclusion, EA, or EIS under SAFETEA-LU Section 6005?</p> <p><input type="checkbox"/> If yes, then Caltrans submits a conformity determination to FHWA for FHWA's conformity determination. An AQCA is needed. See the Transportation Air Quality Conformity Analysis Content Checklist Tool.</p> <p>Date of FHWA air quality conformity determination: [redacted]</p> <p>Go to Step 16.</p>
<p><b>Step 16.</b> STOP as all air quality conformity requirements have been met.</p>
<p>Signature: <u>Rajeev S. Duggal</u></p> <p>Printed Name: <u>Rajeev S. Duggal</u> Date: <u>07-12-2011</u></p> <p>Title: <u>Engineering Consultant</u></p>

<sup>3</sup> As of October 1, 2007, there are no CO nonattainment areas in California. Therefore, the requirements to not worsen existing violations and to reduce/eliminate existing violations do not apply.

**NEPA/CEQA RE-VALIDATION FORM**

DIST./CO./RTE.	06/KIN/198
PM/PM	PM8.9/10.1
E.A. or Fed-Aid Project No.	06-325501
Other Project No. (specify)	SCH #: 20030610852
PROJECT TITLE	19 <sup>th</sup> Avenue Interchange
ENVIRONMENTAL APPROVAL TYPE	MND/CE
DATE APPROVED	06/01/10
REASON FOR CONSULTATION (23 CFR 771.129)	Check reason for consultation: <input type="checkbox"/> Project proceeding to next major federal approval <input checked="" type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements <input type="checkbox"/> 3-year timeline (EIS only)
DESCRIPTION OF CHANGED CONDITIONS	Briefly describe the changed conditions or new information on page 2. Append continuation sheet(s) as necessary. Include a revised Environmental Commitments Record (ECR) when applicable.

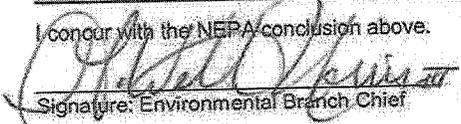
**NEPA CONCLUSION - VALIDITY**

Based on an examination of the changed conditions and supporting information: [Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.]

- The original environmental document or CE remains valid. No further documentation will be prepared.
- The original environmental document or CE is in need of updating; further documentation has been prepared and  is included on the continuation sheet(s) or  is attached.  
 No Additional public review is warranted (23 CFR 771.111(h)(3))
- The original document or CE is no longer valid.  
 No Additional public review is warranted (23 CFR 771.111(h)(3))  
 Yes Supplemental environmental document is needed.  
 Yes New environmental document is needed. (If "Yes," specify type: CE)

**CONCURRENCE WITH NEPA CONCLUSION**

I concur with the NEPA conclusion above.




Signature: Environmental Branch Chief      Date: 6/1/10      Signature: Project Manager/DLAE      Date: 6/1/10

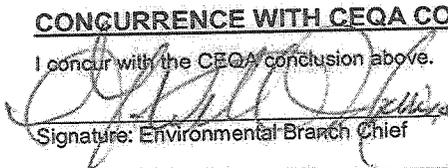
**CEQA CONCLUSION** : (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (Check ONE of the four statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- Original document remains valid. No further documentation is necessary.
- Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be  prepared and is  included on the continuation sheets or  will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162) (Specify type of subsequent document, e.g., Subsequent FEIR:)

**CONCURRENCE WITH CEQA CONCLUSION**

I concur with the CEQA conclusion above.




Signature: Environmental Branch Chief      Date: 6/1/10      Signature: Project Manager      Date: 6/1/10

**NEPA/CEQA RE-VALIDATION FORM**  
**19<sup>th</sup> Ave IC Project, KIN198, EA 06-325501**

***Changes in project design, e.g., substantial scope change, a new alternative, and change in project alignment***

Changes in the description of the project include:

- (1) the interchange description has changed from a half-cloverleaf interchange to a two-quadrant cloverleaf interchange;
- (2) instead of a cul-de-sac to eliminate the at-grade access on the north approach of 181/2 Avenue/Vine Street, 181/2 Avenue/Vine Street would be reconstructed within the right of way to join Beech Lane with a "knuckle configuration."
- (3) on State Route 198, the roadway improvements within the existing right of way would be extended to the west from PM 9.1 to PM 8.9;
- (4) on State Route 198, instead of three auxiliary lanes, only one westbound auxiliary lane would be added from 0.2 mile east of 19th Ave to the SR 198/SR 41 connector ramp; and an eastbound two lane collector distributor road would be added from the SR 41/SR198 eastbound connector ramp to 19th Avenue resulting in 0.04 acre of additional Right of Way;
- (5) on the northern segment of 19<sup>th</sup> Avenue, the roadway improvements extend further north than the original scope resulting in 0.03 acre of additional Right of Way;
- (6) on the southern segment of 19<sup>th</sup> Avenue, the roadway improvements extend further south than the original scope resulting in 01.18 acres of additional Right of Way;
- (7) relocating an underground canal within the city park adjacent to the Right of Way fence for maintenance purposes. (0.73 acre temporary impact) and additional Right of Way from the city park (1.1 acres permanent impact). A large segment of the existing pipe will be abandoned in place.
- (8) development of water retention basins within the cloverleaf loops (high water level=12");
- (9) construction of an additional 6-foot wall on top of the overcrossing bridge wall to provide privacy to the residents in the NW corner of 19th Ave and Silverado Drive;
- (10) relocation of sewer lift stations: one at the southeast corner of Carmel Drive and San Simeon Drive and the other at the southeast corner of Silverado Drive and 19<sup>th</sup> Avenue;
- (11) relocation of sewer lines from the west side of 19<sup>th</sup> Avenue to Carmel Drive, under State Route 198 and through the parking lots south of State Route 198;
- (12) an additional 10'-13' of right-of-way is needed on the eastbound off-ramp for maintenance; and
- (13) relocation of PG&E poles (temporary 30' easement) from south of State Route 198 to Iona Avenue through an open field.

***Changes in environmental setting; e.g., new development affecting traffic or air quality;***

A motel and mini-mart/gas station in the SW corner of 19<sup>th</sup> Avenue/SR198, and a large apartment complex north of the city park on the east side of 19<sup>th</sup> Avenue north of SR198 has been constructed.

***Changes in environmental circumstances; e.g., a new law or regulation; change in the status of a listed species.***

- (1) SECTION 4(f): The Federal Highways Administration (FHWA) required a Programmatic Section 4(f) analysis for "use" of less than one acre of the city park. Additional Right of Way is needed and the new amount exceeds the acreage allowed for a Programmatic Section 4(f) determination.
- (2) Air Quality: The 2005 environmental document did not include an analysis for Mobile Source Air Toxin (MSAT) and a hot spot analysis for Particulate Matter (PM2.5 and PM10);
- (3) Farmland: The 2005 environmental document did not include an analysis for farmland impact;
- (4) Noise: The 2005 environmental document did not include an analysis for noise impacts resulting from the construction of the bridge structure to residences along 19th Avenue.
- (5) Biological Resources: the 2005 environmental document did not include the impact resulting from the removal of tall trees on migratory birds. Also, absent from consideration was the relocation of the underground irrigation canal on the Waters of the United States.

**NEPA/CEQA RE-VALIDATION FORM**  
**19<sup>th</sup> Ave IC Project, KIN198, EA 06-325501**

*Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.*

As part of the environmental analysis conducted for the revalidation of this project, the following environmental issues were considered and it was determined that the project would have no effect on:

- the General Plans of the City of Lemoore or Kings County, Coastal Zone, Wild and Scenic Rivers, Growth, Farmland/Timberland, Community Character and Cohesion, Environmental Justice, Hydrology and Floodplain, Geology/Soils/Seismic/Topography, Paleontology, Hazardous Waster, Natural Communities, Wetlands and other Waters of the U.S., Plant Species, and Invasive Species.

In addition, the project would have no significant effect on:

- Utilities/Emergency Services, and Traffic and Transportation/Pedestrian and Bicycle Facilities.

Furthermore, the following was determined:

- (1) **SECTION 4(f):** In March 2010, under NEPA Delegation, Caltrans HQ determined that consideration under Section 4(f) is not required under CFR Title 23, Part 774.11 (i): When a property is formally reserved for a future transportation facility before or at the same time a park, is established and concurrent or joint planning of development of the transportation facility and the Section 4(f) resource occurs, then any resulting impacts of the transportation facility will not be considered as use as defined in CFR Title 23, Part 774.17.
- (2) **Relocations:** Affected recreational facilities at Vieira Field would be relocated by the City of Lemoore, along with the private bicycle motocross (BMX) park, and the City's storm-water retention basin. The residents displaced by the project would receive assistance through the relocation assistance program for their relocation.
- (3) **Visual Impacts:** A Visual Impact Assessment was completed by Caltrans Landscape Architects in May 2010 resulting in the determination the bridge would have a negative effect on residents living nearby; however, the effect would not be significant with mitigation. The mitigation (landscaping) proposed to soften the view of the bridge structure includes shrubbery, native grasses, tall trees, and vines, along with adding architectural enhancements to new retaining walls and sound wall(s).
- (4) **Cultural Resources:** Native American consultation regarding the changes in the project was initiated on or about March 2, 2010 and a Supplemental HPSR was completed in May 2010. In consideration for the concerns expressed by representatives of the Santa Rosa Tachi/Yokut Rancheria for sensitive cultural resources nearby, a qualified archaeologist is recommended to be present during major ground disturbing activities.
- (5) **Water Quality/Stormwater Runoff:** Potential impacts to water quality during construction would be mitigated through the use of Caltrans erosion control practices.
- (6) **Air Quality:** A supplemental Air Quality Analysis, including MSAT, PM<sub>2</sub> and PM<sub>10</sub> analysis, was completed in April 2010. Consultation with coordinating agencies determined the project as a Project Not of Air Quality Concern. However, because the San Joaquin Valley is not in compliance with federal and state PM<sub>2</sub> and PM<sub>10</sub> air quality standards, the San Joaquin Valley Air Pollution District would require a Dust Control Plan.
- (7) **Noise:** A Noise Impact Analysis completed by Caltrans noise specialists in March 2010 resulted in the determination that no residences along 19<sup>th</sup> Avenue would experience traffic noise impacts approaching or exceeding acceptable levels for outdoor residential noise abatement (67 decibels). However, sound walls are still recommended for the receptors along State Route 198 per the 2002 Noise Study Report.
- (8) **Biological Resources:** (a) The 2004 Natural Environment Study (NES) determined that construction of the 19<sup>th</sup> Avenue Interchange project "may affect, not likely to adversely affect" the federally-listed San Joaquin kit fox, and for all other federal and state listed species, a "no effect" determination was made. (b) The 2004 NES did not assess the potential for Swainson's hawk and the impacts resulting from the removal of tall trees within, and adjacent to, the project on migratory birds. Therefore, avoidance and minimization measures for migratory birds and Swainson's hawk shall be included in the contract. (c) Design changes in the project would require additional impacts to sliver takes along State Route 198, north and south of 19<sup>th</sup> Avenue, and the city park. All of these areas are not considered habitat for the San Joaquin kit fox; therefore, Section 7 consultation on these additional areas was not required. (d) In addition, the abandonment and relocation of the section of the underground irrigation canal, known as the Fox Ditch Pipeline, would not require discharge or dredged fill material into waters of the United States; therefore, a Section 404 of the Clean Water Act Permit from the U.S. Army Corps of Engineers and Section 401 Water Quality Certification from the Regional Water Quality Control Board would not be required.

**NEPA/CEQA RE-VALIDATION FORM**  
**19<sup>th</sup> Ave IC Project, KIN198, EA 06-325501**

***Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.***

- 1) **Cultural Resources:** (a) A qualified archaeologist would be present during major ground disturbances and (b) an archaeological monitoring area (AMA) would be designated for the area within the park for the underground canal relocation.
- 2) **Visual Impacts:** The mitigation (landscaping) proposed to soften the visual effects resulting from construction of the bridge in the 2002 Scenic Resources Evaluation conflicts with utility maintenance; therefore, other plants or trees may be used after construction.
- 3) **Biological Resources:** **San Joaquin kit fox:** (a) Impacts to 16.1714 acres of suitable San Joaquin kit fox habitat would be compensated through the purchase of 17.79 San Joaquin kit fox conseration credits from the Kreyenhagen Hills Conservation Bank. (b) Preconstuction surveys would be implemented. (b) educational trainings would be implemented. (c) San Joaquin kit fox provisions will be included in the construction contract. (d) A qualified biologist would monitor during construction. **Swainson's hawk:** (a) If construction occurs during the nesting season (February 15-September 1) surveys for Swainson's hawk shall be conducted within 30 days prior to construction in accordance with Swainson's Hawk Technical Advisory Committee's (TAC) *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California, Central Valley* (TAC 2000). (b) If the species is observed nesting within 0.5 miles of the project, consultation with the CA Department of Fish and Game (CDFG) would be required. (c) A qualified biologist would be required to monitor the nest during construction to ensure the construction activity does not disturb the Swainson's hawk behavior. (d) If an active nest tree were required to be removed as a result of the project, compensatory mitigation would be required with the CDFG. (a) **Migratory Bird Provisions** shall be included in the contract and adhered to during construction. (b) If construction occurs during the nesting season (February 15 through September 1) surveys for nesting migratory birds shall be conducted within 30 days prior to construction.
- 4) **Hazardous Waste:** During construction and the realignment of the underground irrigation canal, it is highly recommended that when the underground canal pipe is exposed, samples be taken for asbestos testing and recorded. Testing will ensure the appropriate handling of the abandoned pipe left in place for the future.

***Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as on to the Continuation Sheets.***

See attached Environmental Commitments Record

# Risk Input Sheet

DIST- EA 06-0L900K				Project Name: Mesa Marin Profile Correction							Project Manager: Minerva Rodriguez							Date Register Created: September 15, 2011			Date Register Last Updated: September 16, 2011				
				CO - RTE - PM KER-184-11.1/11.3							Telephone: (559) 243-3518														
Item	Risk ID	Status of Risk	Opportunity or Threat	RBS Risk Category	Date Risk Identified	Risk Description	Root Cause(s)	Objective	Probability (P)	L/NL	Cost/Time Impact Value	Impact (I)	Overall Risk Rating	Risk Owner	Risk Owner Phone	Risk Owner Mobile Phone	Risk Owner Email Address	Risk Trigger(s)	Strategy	Response Actions	Adjusted Cost/Time Impact Value	Primary WBS	Additional WBS	Status Date & Review Comments	Next Review Date
AUTO	AUTO	DROP DOWN	DROP DOWN	DROP DOWN	POP UP on DBL CLICK	MANUAL ENTRY	MANUAL ENTRY	DROP DOWN	DROP DOWN		OPTIONAL	DROP DOWN	AUTO	MANUAL ENTRY	MANUAL ENTRY	MANUAL ENTRY	MANUAL ENTRY	MANUAL ENTRY	DROP DOWN	MANUAL ENTRY	OPTIONAL	PULL DOWN SELECTION	MANUAL ENTRY	MANUAL ENTRY	POP UP on DBL CLICK
1	06-0L900K-01	Active	Threat	R/W	09/15/11	R/W Cert Delay	Possibility of gas line relocation.	TIME	2=Low (10-19%)			2=Low	Low	Minerva Rodriguez	(559) 243-3518	(559) 917-5109	<a href="mailto:Minerva.Rodriguez@dot.ca.gov">Minerva.Rodriguez@dot.ca.gov</a>	A potholing task order was sent to PG&E on 9/27/11 to ensure location is accurately identified.	ACCEPT						
2																									
3																									
4																									
5																									
6																									
7																									
8																									
9																									
10																									
11																									
12																									
13																									
14																									
15																									
16																									
17																									
18																									
19																									
20																									

**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 Bakersfield, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and CITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

**RECITALS**

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete construction for flattening roadbed profile and reconstructing sidewalk, curb, and gutter on SR 184 between 0.05 miles west of SR 184 and SR 178 intersection, in the City of Bakersfield.

For the purpose of this agreement, flattening the roadbed profile and reconstruction of sidewalk, curb, and gutter on SR 184 between 0.05 miles west of SR 184 and SR 178 intersection, in the City of Bakersfield, will be referred to as PROJECT. All responsibilities assigned in this agreement to complete construction will be referred to as OBLIGATIONS.

3. CALTRANS will pay for CONSTRUCTION CAPITAL from SHOPP funds and CITY will pay for CONSTRUCTION SUPPORT from local funds.
4. There are no prior PROJECT-related cooperative agreements.
5. Prior to this agreement, CALTRANS developed the Project Initiation Document; CALTRANS developed the Plans, Specifications and Estimate; and CALTRANS developed the Right of Way Certification.
6. CALTRANS signed and approved a Categorical Exemption on August 11, 2011 pursuant to CEQA and a Categorical Exclusion on August 11, 2011 pursuant to NEPA.

7. The estimated date for OBLIGATION COMPLETION is July 31, 2012.
8. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
9. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

### RESPONSIBILITIES

10. CALTRANS is SPONSOR for ~~100~~50% of PROJECT and CITY is SPONSOR for 50% of PROJECT.
11. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
12. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
13. CALTRANS and CITY are FUNDING PARTNERS for this agreement. PARTNERS's funding commitments are defined in the FUNDING SUMMARY.
14. CALTRANS is the CEQA lead agency for PROJECT.
15. CALTRANS is the NEPA lead agency for PROJECT.
16. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

### SCOPE

#### Scope: General

17. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
18. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that PROJECT COMPONENT as part of the PROJECT MANAGEMENT PLAN.
19. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

20. Each PARTNER will ensure that all of its personnel participating in its respective OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.
21. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
22. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
23. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be responsible for resolving and being available to help resolve problems generated by that PROJECT COMPONENT for the entire duration of PROJECT.
24. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

25. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS 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.
26. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS 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 PARTNER authorized to release them, unless required or authorized to do so by law.

27. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

28. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
31. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
33. PARTNERS 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.
34. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with only a final report for OBLIGATIONS completed in that component.
35. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS in accordance with CALTRANS STANDARDS.  
  
CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
36. IMPLEMENTING AGENCY for a PROJECT COMPONENT will be solely responsible for accepting, rejecting, compromising, settling, or litigating claims of any and all non-agreement parties hired to do WORK in that PROJECT COMPONENT.
37. PARTNERS will confer on any claim that may affect mutual OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
38. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly

accumulate and segregate incurred PROJECT costs, and provide billing and payment support.

39. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.
40. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
<b>CFR (Code of Federal Regulations)</b>		
<b>OMB (Office of Management and Budget)</b>		
<b>Related URLs:</b>		
• Various OMB Circular:	<a href="http://www.whitehouse.gov/omb/grants_circulars">http://www.whitehouse.gov/omb/grants_circulars</a>	
• Code of Federal Regulations:	<a href="http://www.gpoaccess.gov/CFR">http://www.gpoaccess.gov/CFR</a>	

41. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
42. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
43. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, 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 PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

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

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

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

- 44. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
- 45. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

- 46. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
- 47. If WORK stops for any reason, each PARTNER will continue 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.
- 48. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

**Scope: Environmental Permits, Approvals and Agreements**

- 49. PARTNERS anticipate that environmental permits, approvals, and applicable agreements are not needed for PROJECT. In the event that environmental permits, approvals, and applicable agreements are needed for PROJECT, PARTNERS will amend this agreement to include completion of those environmental permits, approvals, and applicable agreements.

**Comment [gp1]:** If permits are not now required but end up being required later, how are we covering that?

**Environmental Permits**

Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Scope: CONSTRUCTION**

50. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and PARTNERS verify full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL is available.

By accepting responsibility to advertise and award the construction contract, CITY also accepts sole responsibility to administer the construction contract.

51. CITY will provide a RESIDENT ENGINEER and construction support staff that are independent of the design engineering company and construction contractor.
52. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$25,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.

53. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.
54. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
55. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is solely responsible for maintenance within PROJECT limits as part of the construction contract.
56. PARTNERS confirm that maintenance will be handled through an existing maintenance agreement.

57. PARTNERS agree that manhole covers belonging to CITY will be raised to match roadway profiles as part of construction contract.

COST

**Cost: General**

58. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
59. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
60. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
61. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
62. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.
63. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
64. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
65. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
66. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
67. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
68. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy of the fines, interest or penalties. That PARTNER will indemnify and defend each other PARTNER.

69. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.

If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

70. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. Caltrans periodically adjusts the Program Functional Rate and the Administration Rate.
71. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will refund and return those funds to CALTRANS.
72. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
73. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts sole responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

74. 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, each PARTNER that implementing commitments or conditions accepts sole responsibility to fund these activities, as they apply to each PARTNER's respective responsibilities, until such time are PARTNERS amend this agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

75. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

**Cost: Environmental Permits, Approvals and Agreements**

76. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

**Cost: CONSTRUCTION Support**

77. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until OBLIGATION COMPLETION, after which, the cost of maintenance will be handled through an existing maintenance agreement.

~~78. Each PARTNER listed below may submit invoices for CONSTRUCTION Support; CALTRANS may invoice CITY.~~

~~79. PARTNERS will exchange funds for actual costs for CONSTRUCTION Support which includes Source Inspection costs.~~

~~80. After PARTNERS agree that all WORK is complete, CITY will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will invoice as necessary in order to satisfy the financial commitments of this agreement.~~

**Cost: CONSTRUCTION Capital**

~~81,78.~~ Within each PROJECT COMPONENT, each FUNDING PARTNER will share the cost of that PROJECT COMPONENT according to the terms and conditions set forth in FUNDING SUMMARY.

Each PARTNER listed below may submit invoices for CONSTRUCTION Capital:

~~79.~~ CITY may invoice CALTRANS

~~82,80.~~ PARTNERS will exchange funds for a fixed cost to be invoiced in 2 payments.

~~83,81.~~ CITY will invoice CALTRANS for a lump sum (single payment) of \$1,000,000.00

~~84.~~ 30 working days prior to the construction contract bid advertisement date.

Formatted: Indent: First line: 0.42"

Comment [MSOffice2]: Check and verify the number

Comment [D3]: This must be granted approval by Accounting. Please have your DD or Deputy explain to Clark Paulsen why this is absolutely necessary and that there are no other alternatives to a full lump sum payout advance.

Formatted: No bullets or numbering

~~85.82~~ After PARTNERS agree that all WORK is complete, CITY will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will invoice as necessary in order to satisfy the financial commitments of this agreement.

**Cost: CONSTRUCTION Support**

~~86.83~~ CITY will pay all costs for construction support of PROJECT as an OBLIGATION cost.

**SCHEDULE**

~~87.84~~ PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

~~88.85~~ PARTNERS 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 PARTNER 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 PROJECT is physically located.

~~89.86~~ All OBLIGATIONS of CALTRANS under the terms of this 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.

~~90.87~~ Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.

~~91.88~~ 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 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 CITY and/or its agents, 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.

92-89. 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 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 will fully defend, indemnify, and save harmless CALTRANS and/or its agents, 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 CITY and/or its agents under this agreement.

93-90. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

94-91. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

95-92. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

96-93. 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.

97-94. 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.

98-95. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

99-96. PARTNERS 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 PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

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

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER 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.

~~100.97.~~ PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

~~101.98.~~ If any provisions in this agreement are deemed 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 PARTNERS will automatically sever those provisions from this agreement.

~~102.99.~~ PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

~~103.100.~~ If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.

~~104.101.~~ PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

~~105.102.~~ This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

~~106.103.~~ The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

### DEFINITIONS

**CALTRANS** – The California Department of Transportation

**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) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

**COST** – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the respective funding commitments in this agreement. The PARTNER's respective funding responsibilities and obligations shall remain their respective sole responsibility and obligation.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNER'S respective funding commitments at the time the cost is incurred.
- **PARTNER cost** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

**FHWA** – Federal Highway Administration

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

**FUNDING SUMMARY** – The table that designates an agreement’s funding sources, types of funds, and the **PROJECT COMPONENT** in which the funds are to be spent. Funds listed on the **FUNDING SUMMARY** are “not-to-exceed” amounts for each **FUNDING PARTNER**.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – 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 **PROJECT** or not.

**HM-2** – 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 **PROJECT**.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either **HM-1** or **HM-2** including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The **PARTNER** responsible for managing the scope, cost, and schedule of a **PROJECT COMPONENT** to ensure the completion of that component.

**IQA (Independent Quality Assurance)** – Ensuring that **IMPLEMENTING AGENCY**’s quality assurance activities result in **WORK** being developed in accordance with the applicable standards and within an established Quality Management Plan (**QMP**). **IQA** does not include any work necessary to actually develop or deliver **WORK** or any validation by verifying or rechecking work performed by another partner.

**NEPA (National Environmental Policy Act of 1969)** – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATION COMPLETION** – **PARTNERS** have fulfilled all **OBLIGATIONS** included in this agreement, and all amendments to this agreement, and have signed a **COOPERATIVE AGREEMENT CLOSURE STATEMENT**.

**OBLIGATIONS** – All responsibilities included in this agreement, which is comprised of the **PARTNER**’s respective responsibilities and the mutual responsibilities. The **PARTNER**’s respective responsibilities and obligations shall remain their respective sole responsibility and obligation.

**OBLIGATIONS COST** – See **COST**.

**OMB (Office of Management and Budget)** – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

**PARTNER** – Any individual signatory party to this agreement.

**PARTNERS** – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other partners.

**PROJECT** – The undertaking to flatten roadbed profile and reconstruct sidewalk, curb, and gutter on SR 184 between 0.05 miles west of SR 184 and SR 178 intersection, in the City of Bakersfield, .

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT COST** – See COST.

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

**QMP (Quality Management Plan)** – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

**SAFETEA-LU** – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**SHS (State Highway System)** – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**SFM (State Furnished Material)** – Any materials or equipment supplied by CALTRANS.

**WORK** – All scope activities included in this agreement.

### CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:  
Minerva Rodriquez, Project Manager  
2015 East Shields, Suite 100  
Fresno, California 93726  
Office Phone: (559) 243-3518

The primary agreement contact person for CITY is:  
Placeholder, Project Manager  
Placeholder  
Placeholder, California \*\*\*Party contact ZIP TE\*\*\*  
Office Phone: \*\*\*Party contact phone TE\*\*\*

Comment [D4]: Please fill in the appropriate information.

This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF BAKERSFIELD

APPROVED

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Acting District Director

By: \_\_\_ Local Agency to provide add'l  
info \_\_\_\_\_  
N/A

CERTIFIED AS TO FUNDS:

Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Budget Manager

This agreement is not approvable.  
 It must be sent to the HQ Office of Cooperative Agreements for review.

**SCOPE SUMMARY**

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5	270				Construction Engineering and General Contract Administration	X	X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
				30	Contract Item Work Inspection		X	
				35	Construction Material Sampling and Testing	X		
				40	Safety and Maintenance Reviews		X	
				45	Relief From Maintenance Process		X	
				55	Final Inspection and Acceptance Recommendation		X	
				60	Plant Establishment Administration		X	
				65	Transportation Management Plan Implementation During Construction		X	
				80	Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract			X
				99	Other Construction Engineering and General Contract Administration		X	
5	275				Construction Engineering and General Contract Administration of Structures Work		X	
5	285				Contract Change Order Administration		X	
5	290				Resolve Contract Claims		X	
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
4	300				FINAL RIGHT OF WAY ENGINEERING		X	

This agreement is not approvable.  
 It must be sent to the HQ Office of Cooperative Agreements for review.  
**FUNDING SUMMARY**

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Funds Type Subtotal
STATE	CALTRANS	SHOPP	\$1,400,000	\$0	\$1,400,000
LOCAL	CITY	LOCAL FUNDS		\$200,000	\$200,000
		Subtotals by Component	\$1,400,000	\$200,000	\$1,600,000