

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

333 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 8, 2011

SUBJECT: Cooperative Agreement between the County of Riverside, City of Indio and the State of California Department of Transportation (Caltrans) for I-10 at Jefferson Street Interchange.

RECOMMENDED MOTION: That the Board approve and authorize the Chairman of the Board to execute the Cooperative Agreement between the County of Riverside, City of Indio and Caltrans for the Jefferson Street Interchange project located on Interstate 10. (District Agreement No. 8-1200 A/2)

BACKGROUND: The expansion of the Jefferson Street Interchange is a vital project for the City of Indio, the Coachella Valley Association of Governments and the County of Riverside and serves as a main gateway to the City of Indio.

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

SOURCE OF FUNDS: CVAG TUMF (100%) There are no general funds used in this project.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL L. VICTOR
DATE: 12/14/11

Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 12/14/10 (3.55) | District: 4 | Agenda Number:

3.25

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside, City of Indio and the State of California Department of Transportation (Caltrans) for I-10 at Jefferson Street Interchange.

December 8, 2011

Page 2 of 2

Although located within the City of Indio, the County Transportation Department is taking the lead in delivering this interchange in cooperation with the City of Indio, the Coachella Valley Association of Governments, and Caltrans given our expertise in delivering complex interchange improvements.

This Cooperative Agreement outlines each agency's responsibilities for the development of the project. This agreement is necessary for Caltrans to provide the oversight for the project, to provide reviews and approvals, as appropriate, of submittals by County and to cooperate in timely processing of project, the cost of which will be borne by the State.

Work Order No. B2-0388

08-Riv-10-KP R83.3/R85.4
(PM 51.7/53.1)
Reconstruct & Realign
Jefferson Street Interchange
City of Indio
08303 – 475200
District Agreement No. 8-1200 A/2
Project Number 0800000755

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2011, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “STATE”, and the

CITY OF INDIO, a body politic and a municipal corporation of the State of California referred to herein as “CITY.”

And

COUNTY OF RIVERSIDE, a political subdivision of the State of California, referred to herein as “COUNTY.”

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within County’s jurisdiction.
2. The STATE and CITY hereto entered into Agreement 8-1200 on January 10, 2006, said Agreement defining the terms and conditions of project improvements consisting of interchange reconstruction and realignment of the existing Jefferson Street Interchange on Interstate 10 (I-10) located within the limits of the City of Indio in Riverside County, referred to herein as “PROJECT.”
3. The STATE and CITY hereto entered into Amendment No. 1 to Agreement on December 31, 2008 to extend the termination date of said Agreement.
4. COUNTY has now agreed to perform the entire project development work consisting of Project Approval and Environmental Document (PA&ED), Plans Specifications and

Estimates (PS&E), and Right of Way (R/W), all hereinafter referred to as "WORK," as specified in ATTACHMENT 1, in place of the CITY.

5. The STATE and CITY now desire to amend the District Agreement No. 8-1200 (as amendment by No. 8-1200 A/1) by replacing it in its entirety with this Agreement which adds COUNTY as a party.
6. COUNTY is willing to fund one hundred percent (100%) of all costs, except the costs of STATE' Independent Quality Assurance (IQA) of WORK, and STATE' costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if NEPA applies, in the review, comment and approval of the PROJECT environmental documentation and project approval documentation prepared entirely by COUNTY, which will be borne by STATE.
7. STATE' funds will not be used to finance any of the WORK costs except as set forth in this Agreement.
8. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to WORK.
9. PROJECT construction will be the subject of a separate future agreement.
10. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define the roles and responsibilities of the parties regarding environmental documentation, studies, and reports necessary for compliance with NEPA, if NEPA applies. As NEPA and CEQA lead agency, STATE will perform Quality Control Program (QCP) process review for environmental documentation.
11. The parties now define herein below the revised terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

COUNTY AGREES:

1. The COUNTY is the successor-in-interest to the CITY and will accept all the responsibilities, duties and rights assigned to the CITY under Agreement No. 8-1200 and No. 8-1200 A/1 as now set forth under this new Agreement No. 8-1200 A/2.
2. COUNTY is willing to fund one hundred percent (100%) of all costs, except the costs of STATE Quality Control Program (QCP), of WORK, and STATE' costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if NEPA applies, in the review,

comment and approval of the PROJECT environmental documentation and project approval documentation prepared entirely by COUNTY, which will be borne by STATE.

3. To not use STATE' funds for WORK costs except as set forth in this Agreement.
4. WORK performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow as shown in Attachment 1, attached to and made a part of this Agreement. WORK shall be submitted to STATE for STATE' review, comment, concurrence, and/or acceptance at appropriate stages of development.
5. WORK, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request STATE to perform any portion of WORK, except as otherwise set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement.
6. To have a Project Report (PR) and detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE' review, concurrence, and/or approval at appropriate stages of development. The PR and the final PS&E for PROJECT shall be signed on behalf of COUNTY by a Civil Engineer registered in the State of California. COUNTY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
7. To have all necessary right of way maps and documents used to acquire right of way by COUNTY prepared by or under the direction of an agent authorized to practice land surveying in the State of California. Each right of way map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed agent in Responsible Charge of Work.
8. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PR, prepare environmental documentation, including the investigative studies and technical environmental reports, prepare the PS&E, provide right of way engineering services, and provide right of way acquisition services for PROJECT. COUNTY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
9. To submit to STATE for review, comment, concurrence, and/or approval all Right of Way Engineering Land-Net Maps and Right of Way Appraisal Maps, Records of Survey, and Right of Way Record Maps all prepared in accordance with STATE' Right of Way Manual, Chapter 6, Right of Way Engineering, STATE' Plans Preparation Manual, STATE' Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.

10. Personnel who prepare environmental documentation, including investigative studies and technical environmental reports shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, Right of Way, and Construction phases of the PROJECT, and/or to supplement environmental documentation.
11. Personnel, who prepare the preliminary engineering, including investigative studies, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, Right of Way, and Construction phases of the PROJECT, and/or to make design revisions for contract change orders.
12. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
13. COUNTY shall include a "conflict of interest" requirement in the PROJECT design consultant contract(s) that prohibits the design consultant from being employed or under contract to the future PROJECT construction contractor.
14. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto SHS right of way to perform required WORK as more specifically defined elsewhere in this Agreement. COUNTY shall also require COUNTY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
15. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
16. If any existing utility facilities conflict with PROJECT construction or violate STATE' encroachment policy, COUNTY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside SHS right of way shall be determined in accordance with Federal and California laws and regulations, and STATE' policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

17. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within SHS right of way and that such work will be completed prior to award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.

18. To acquire and furnish all right of way, if any, outside of existing SHS right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE' IQA to ensure that completed work and title to property acquired for PROJECT is acceptable for incorporation into the SHS right of way.
19. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE' District Division Chief of Right of Way, in all matters related to acquisition of right of way in accordance with STATE' procedures as published in STATE' current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the consultant contract shall be performed by a qualified Right of Way Agent employed or retained by COUNTY.
20. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review, comment, concurrence, and/or approval by STATE prior to the advertisement for bids for the contract to construct PROJECT.
21. To deliver to STATE legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to STATE' present and future uses not later than the date of acceptance by STATE of maintenance and operation of the SHS facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by COUNTY.
22. To be responsible for, and to STATE' satisfaction, the investigation of potential hazardous material sites within and outside existing SHS right of way that could impact PROJECT. If COUNTY discovers hazardous material or contamination within the PROJECT study area during said investigation, COUNTY shall immediately notify STATE.
23. If COUNTY desires to have STATE advertise, award, and administer the construction contract for PROJECT, COUNTY shall provide STATE with plans in a format acceptable to STATE. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Construction Cooperative Agreement.
24. All aerial photography and photogrammetric mapping shall conform to STATE' current standards.
25. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document

“Materials Needed to Review Consultant Photogrammetric Mapping” shall be delivered to STATE and shall become property of STATE.

26. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
27. To submit to STATE a list of STATE horizontal and vertical control monuments that will be used to control surveying activities for PROJECT.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to complete STATE’ review, comment and approval as the CEQA Lead Agency and NEPA Lead Agency, if NEPA applies, of the environmental documentation prepared entirely by COUNTY and to provide QCP of all COUNTY’S WORK necessary for completion of the environmental documentation, PR and PS&E for PROJECT done by COUNTY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by COUNTY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by COUNTY, while cooperating in timely processing of documents necessary for completion of the environmental documentation, PR, and PS&E for PROJECT.
2. To provide encroachment permits at no cost.

SECTION III

CITY AGREES:

1. To cooperate with COUNTY and share any WORK product that they may have acquired during their attempt to complete WORK for PROJECT.

SECTION IV

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. The cost of any engineering or environmental documentation support performed by STATE includes all direct and applicable indirect costs. STATE 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. The Program Functional Rate and the Administration Rate are adjusted periodically.

3. The parties to this Agreement understand and agree that STATE' IQA is to ensure COUNTY's activities result in WORK being developed in accordance with standards and procedure agreed to in this Agreement. IQA does not include any work necessary to actually develop or deliver WORK nor any validation by verifying nor rechecking work performed by COUNTY, nor providing guidance to COUNTY and no liability will be assignable to STATE, its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of STATE' IQA activities.
4. The basic design features shall comply with those addressed in the approved Project Study Report (PSR) for PROJECT, approved on December 20, 2000, unless modified as required for completion of the PROJECT's environmental documentation and/or project approval documentation, and/or if applicable, requested by the Federal Highway Administration (FHWA) and/or STATE.
5. The design and right of way acquisition documentation, including investigative studies and technical reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE' Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE' current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.
6. The preparation of the environmental documentation, including the investigative studies and technical environmental reports, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards current as of the date of performance including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser and if applicable, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
7. STATE will be the CEQA Lead Agency and COUNTY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if NEPA applies. COUNTY will assess PROJECT impacts on the environment and COUNTY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports, as determined by STATE, in order to meet the requirements of CEQA and if NEPA applies, NEPA. COUNTY will submit to STATE all investigative studies and technical environmental reports for STATE' QCP review, comment, and approval. The environmental document and/or categorical

exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE' review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if NEPA applies, NEPA, this Agreement will be amended to include completion of those additional tasks by COUNTY.

8. COUNTY, subject to STATE' prior review and approval, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings or other types of public meetings, as approved by STATE. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. The cost to review, approve, prepare, submit, publicize and/or circulate the public notice(s) is a PROJECT cost. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, as applicable, if NEPA applies.

STATE shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process. COUNTY, to the satisfaction of STATE and subject to all of STATE' and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if NEPA applies, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, for PROJECT. COUNTY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) State working days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings. The cost to oversee, plan, schedule, hold, and participate in the public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, for PROJECT is a WORK cost.

9. In the event COUNTY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, COUNTY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if NEPA applies, the NEPA Lead Agency, and COUNTY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if NEPA applies, NEPA, public review process. COUNTY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other

materials at least ten (10) State working days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if NEPA applies, NEPA, related roles and responsibilities.

10. STATE and COUNTY, as set forth in Exhibit A, attached hereto and incorporated herein, will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals. The cost to coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals is a WORK cost.
11. COUNTY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for PROJECT, unless otherwise set forth in Exhibit A. COUNTY will submit all said applications to STATE for review, comment and approval. COUNTY will submit the final applications to the appropriate regulatory agencies, unless otherwise set forth in Exhibit A. The costs to prepare, review, comment, and submit the application to the appropriate regulatory agency is a WORK cost.
12. STATE and COUNTY will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each parties' responsibilities in this Agreement.
13. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a WORK cost.
14. If any unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during performance of any WORK necessary to complete Preliminary or Final Design, all WORK in that area will stop and STATE will be notified 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.
15. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for WORK will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the work described herein by this Agreement without the written consent of the party authorized to release them, unless required or authorized to do so by law.

16. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as 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.

17. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. COUNTY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and COUNTY will pay, or cause to be paid, all costs associated with HM-1 management activities.

18. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.

19. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

20. STATE' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE' policy on such acquisition.

21. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the construction phase of PROJECT.

22. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.

23. Neither STATE or 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 COUNTY and/or its agents under or in connection with any work, authority or

jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that, COUNTY will fully defend, indemnify and save harmless STATE and CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, 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 COUNTY and/or its agents under this Agreement.

24. Neither COUNTY or 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 STATE and/or its agents under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless COUNTY and CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, 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 STATE and/or its agents under this Agreement.
25. Neither STATE or COUNTY 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 the Agreement No.8-1200 (as amended by 8-1200 A/1). It is understood and agreed that, CITY will fully defend, indemnify and save harmless STATE and COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, 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 the Agreement No.8-1200 (as amended by 8-1200 A/1).
26. Prior to the commencement of any work pursuant to this Agreement, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
27. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
28. This Agreement will terminate upon completion of WORK that all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by parties that verifies the completion of WORK.

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

DEFINITIONS

QCP (Quality Control Program) - STATE quality control procedures requiring five reviews for all environmental documents as described in the Jay Norvell Memo dated July 2, 2007. The five reviews are Resource/Technical Specialist Review, Internal Peer Review, Technical Editor Review, NEPA Quality Control Review and Environmental Branch Chief Review.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF INDIO


By: _____
RAYMOND W. WOLFE, PhD
District Director

By: _____
CITY Mayor

Attest: _____
CITY Clerk

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
Attorney,
Department of Transportation

By: _____
CITY Counsel

CERTIFIED AS TO FUNDS:

COUNTY OF RIVERSIDE

By: _____
LISA PACHECO
District Budget Manager

By: _____
Chairman, Board of Supervisors

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

Attest: _____
Clerk of the Board

By:  _____
Accounting Administrator

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____, 12/12/11
COUNTY Counsel

EXHIBIT A

ENVIRONMENTAL PERMITS, APPROVALS, & AGREEMENTS							
REQUIRED PERMITS, APPROVALS, & AGREEMENTS	N/A	COORDINATE	PREPARE APPLICATION	OBTAIN	IMPLEMENT	RENEW	AMEND
404 USACOE		COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
401 RWQCB		COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
NPDES SWRCB		COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
State Waste Discharge Requirements (Porter Cologne) RWQCB		COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
FESA Section 7 USFWS		STATE	COUNTY	STATE	COUNTY	STATE	STATE
BO Section 7 USFWS		STATE	COUNTY	STATE	COUNTY	STATE	STATE
FESA Section 7 NOAA/NMFS	N/A						
BO Section 7 NOAA/NMFS	N/A						
FESA Section 10 USFWS	N/A						
EFH - NOAA/NMFS	N/A						
Coastal Development Permit CCC	N/A						
Fed. Coastal Zone Mgt. Act – Consistency Determination CCC	N/A						
BCDC Permit	N/A						
Fed. Coastal Zone Mgt. Act – Consistency Determination BCDC	N/A						
1602 DFG		COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
2080.1 DFG		COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
2080(B) DFG		COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
Air Quality Permits		COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
Other (specify)							

ATTACHMENT 1

<u>WBS Code</u>	<u>WBS Description</u>	RESPONSIBILITY	
		STATE	COUNTY
2.160	PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT		X
2.160.05	UPDATED PROJECT INFORMATION		X
2.160.05.05	APPROVED PID REVIEW		X
2.160.05.10	GEOTECHNICAL INFORMATION REVIEW		X
2.160.05.15	MATERIALS INFORMATION REVIEW		X
2.160.05.20	TRAFFIC DATA AND FORECASTS REVIEW		X
2.160.05.25	GEOMETRICS REVIEW		X
2.160.05.30	PROJECT SCOPE REVIEW		X
2.160.05.35	PROJECT COST ESTIMATE REVIEW		X
2.160.05.99	OTHER UPDATED PROJECT INFORMATION PRODUCTS		X
2.160.10	ENGINEERING STUDIES		X
2.160.10.10	TRAFFIC FORECASTS/MODELING		X
2.160.10.15	GEOMETRIC PLANS FOR PROJECT ALTERNATIVES		X
2.160.10.20	VALUE ANALYSIS		X
2.160.10.25	HYDRAULICS/HYDROLOGY STUDIES		X
2.160.10.30	HIGHWAY PLANTING DESIGN CONCEPTS		X
2.160.10.35	TRAFFIC OPERATIONAL ANALYSIS		X
2.160.10.40	UPDATED RIGHT OF WAY DATA SHEET		X
2.160.10.45	UTILITY LOCATIONS DETERMINED FOR PRELIMINARY ENGINEERING		X
2.160.10.50	RAILROAD STUDY		X
2.160.10.55	MULTI-MODAL STUDY		X
2.160.10.60	PARK & RIDE STUDY		X
2.160.10.65	RIGHT OF WAY RELINQUISHMENT AND VACATION STUDY		X
2.160.10.70	TRAFFIC STUDIES		X
2.160.10.75	UPDATED MATERIALS INFORMATION		X
2.160.10.80	UPDATED GEOTECHNICAL INFORMATION		X
2.160.10.85	STRUCTURES ADVANCE PLANNING STUDY [APS] AND PRELIMINARY ENGINEERING		X
2.160.10.90	HIGH OCCUPANCY VEHICLE REPORT		X
2.160.10.95	UPDATED PRELIMINARY TRANSPORTATION MANAGEMENT PLAN		X
2.160.10.99	OTHER ENGINEERING STUDIES		X
2.160.15	DRAFT PROJECT REPORT		X
2.160.15.05	COST ESTIMATES FOR ALTERNATIVES		X
2.160.15.10	FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS		X
2.160.15.15	APPROVED EXCEPTIONS TO ENCROACHMENT POLICY		X

2.160.15.20	DRAFT PROJECT REPORT	X	X
2.160.15.25	DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL	X	X
2.160.15.99	OTHER DRAFT PROJECT REPORT PRODUCTS		X
2.160.20	ENGINEERING AND LAND NET SURVEYS		X
2.160.20.25	EXISTING RECORDS		X
2.160.20.30	LAND NET SURVEYS		X
2.160.20.35	LAND NET MAP		X
2.160.20.40	RIGHT OF WAY ENGINEERING PRODUCTS		X
2.160.20.50	CONTROL SURVEYS		X
2.160.20.55	PHOTOGRAMMETRIC MAPS AND PRODUCTS		X
2.160.20.60	ENGINEERING SURVEYS		X
2.160.20.65	AS-BUILT CENTERLINE SURVEYS		X
2.160.20.70	PAVEMENT SURVEYS		X
2.160.30	ENVIRONMENTAL STUDY REQUEST [ESR]		X
2.160.30.05	MAPS FOR ESR		X
2.160.30.10	SURVEYS AND MAPPING FOR ENVIRONMENTAL STUDIES		X
2.160.30.15	PROPERTY ACCESS RIGHTS FOR ENVIRONMENTAL/ENGINEERING STUDIES		X
2.160.40	NEPA DELEGATION	X	
2.160.45	BASE MAPS AND PLAN SHEETS FOR PA&ED DEVELOPMENT		X
2.165	PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT		X
2.165.05	ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN THE PID		X
2.165.05.05	PROJECT INFORMATION REVIEW		X
2.165.05.10	PUBLIC AND AGENCY SCOPING PROCESS	X	X
2.165.05.15	ALTERNATIVES FOR FURTHER STUDY		X
2.165.05.99	OTHER ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X
2.165.10	GENERAL ENVIRONMENTAL STUDIES		X
2.165.10.15	COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES		X
2.165.10.20	VISUAL IMPACT ASSESSMENT AND SCENIC RESOURCE EVALUATION		X
2.165.10.25	NOISE STUDY		X
2.165.10.30	AIR QUALITY STUDY		X
2.165.10.35	WATER QUALITY STUDIES		X
2.165.10.40	ENERGY STUDIES		X
2.165.10.45	SUMMARY OF GEOTECHNICAL REPORT		X
2.165.10.55	DRAFT RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X
2.165.10.60	LOCATION HYDRAULIC & FLOODPLAIN STUDY REPORTS		X

2.165.10.65	PALEONTOLOGY STUDY		X
2.165.10.70	WILD AND SCENIC RIVERS COORDINATION		X
2.165.10.75	ENVIRONMENTAL COMMITMENTS RECORD		X
2.165.10.80	HAZARDOUS WASTE INITIAL SITE ASSESSMENTS/INVESTIGATIONS		X
2.165.10.85	HAZARDOUS WASTE PRELIMINARY SITE INVESTIGATIONS		X
2.165.10.99	OTHER ENVIRONMENTAL STUDIES		X
2.165.15	BIOLOGICAL STUDIES		X
2.165.15.05	BIOLOGICAL ASSESSMENT		X
2.165.15.10	WETLANDS STUDY		X
2.165.15.15	RESOURCE AGENCY PERMIT RELATED COORDINATION	X	
2.165.15.20	NATURAL ENVIRONMENT STUDY [NES] REPORT		X
2.165.15.99	OTHER BIOLOGICAL STUDIES		X
2.165.20	CULTURAL RESOURCE STUDIES		X
2.165.20.05	ARCHAEOLOGICAL SURVEY		X
2.165.20.05.05	AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X
2.165.20.05.10	NATIVE AMERICAN CONSULTATION		X
2.165.20.05.15	RECORDS AND LITERATURE SEARCH		X
2.165.20.05.20	FIELD SURVEY		X
2.165.20.05.25	ARCHAEOLOGICAL SURVEY REPORT [ASR]		X
2.165.20.05.99	OTHER ARCHAEOLOGICAL SURVEY PRODUCTS		X
2.165.20.10	EXTENDED PHASE I ARCHAEOLOGICAL STUDIES		X
2.165.20.10.05	NATIVE AMERICAN CONSULTATION		X
2.165.20.10.10	EXTENDED PHASE I PROPOSAL		X
2.165.20.10.15	EXTENDED PHASE I FIELD INVESTIGATION		X
2.165.20.10.20	EXTENDED PHASE I MATERIALS ANALYSIS		X
2.165.20.10.25	EXTENDED PHASE I REPORT		X
2.165.20.10.99	OTHER EXTENDED PHASE I ARCHAEOLOGICAL STUDY PRODUCTS		X
2.165.20.15	PHASE II ARCHAEOLOGICAL STUDIES		X
2.165.20.15.05	NATIVE AMERICAN CONSULTATION		X
2.165.20.15.10	PHASE II PROPOSAL		X
2.165.20.15.15	PHASE II FIELD INVESTIGATION		X
2.165.20.15.20	PHASE II MATERIALS ANALYSIS		X
2.165.20.15.25	PHASE II REPORT		X
2.165.20.15.99	OTHER EXTENDED PHASE II ARCHAEOLOGICAL STUDY PRODUCTS		X
2.165.20.20	HISTORICAL AND ARCHITECTURAL RESOURCE STUDIES		X
2.165.20.20.05	PRELIMINARY AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS FOR ARCHITECTURE		X
2.165.20.20.10	HISTORIC RESOURCE EVALUATION REPORTS - ARCHAEOLOGY		X
2.165.20.20.15	HISTORIC RESOURCE EVALUATION REPORTS - ARCHITECTURE		X

2.165.20.20.20	BRIDGE EVALUATION		X
2.165.20.20.99	OTHER HISTORICAL AND ARCHITECTURAL RESOURCE STUDY PRODUCTS		X
2.165.20.25	CULTURAL RESOURCE COMPLIANCE CONSULTATION DOCUMENTS		X
2.165.20.25.05	FINAL AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X
2.165.20.25.10	PRC 5024.5 CONSULTATION		X
2.165.20.25.15	HISTORIC PROPERTY SURVEY REPORTS / HISTORIC RESOURCE COMPLIANCE REPORTS		X
2.165.20.25.20	FINDING OF EFFECT [FOE]	X	X
2.165.20.25.25	ARCHAEOLOGICAL DATA RECOVERY PLAN/TREATMENT PLAN		X
2.165.20.25.30	MEMORANDUM OF AGREEMENT [MOA]	X	X
2.165.20.25.99	OTHER CULTURAL RESOURCE COMPLIANCE CONSULTATION PRODUCTS		X
2.165.25	DRAFT ENVIRONMENTAL DOCUMENT		X
2.165.25.05	DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS		X
2.165.25.10	SECTION 4[F] EVALUATION		X
2.165.25.15	CATEGORICAL EXEMPTION / CATEGORICAL EXCLUSION [CE] DETERMINATION	X	
2.165.25.20	ENVIRONMENTAL QUALITY CONTROL & OTHER REVIEWS	X	X
2.165.25.25	APPROVAL TO CIRCULATE RESOLUTION	X	X
2.165.25.30	ENVIRONMENTAL COORDINATION	X	X
2.165.25.99	OTHER DRAFT ENVIRONMENTAL DOCUMENT PRODUCTS		X
2.165.30	NEPA DELEGATION	X	
2.170	PERMITS AGREEMENTS AND ROUTE ADOPTIONS DURING PA&ED COMPONENT		X
2.170.05	REQUIRED PERMITS		X
2.170.10	PERMITS		X
2.170.10.05	U.S. ARMY CORPS OF ENGINEERS PERMIT [404]		X
2.170.10.10	U.S. FOREST SERVICE PERMIT[S]	N/A	N/A
2.170.10.15	U.S. COAST GUARD PERMIT	N/A	N/A
2.170.10.20	DEPARTMENT OF FISH AND GAME 1600 AGREEMENT[S]		X
2.170.10.25	COASTAL ZONE DEVELOPMENT PERMIT	N/A	N/A
2.170.10.30	COUNTY CONCURRENCE/PERMIT		X
2.170.10.40	WASTE DISCHARGE [NPDES] PERMIT[S]		X
2.170.10.45	U.S. FISH AND WILDLIFE SERVICE APPROVAL		X
2.170.10.50	REGIONAL WATER QUALITY CONTROL BOARD 401 PERMIT		X
2.170.10.60	UPDATED ECR		X
2.170.10.95	OTHER PERMITS		X
2.170.15	RAILROAD AGREEMENTS		X

2.170.15.05	PLAN APPROVAL		X
2.170.15.10	SPECIAL PROVISIONS AND INSURANCE CLAUSES		X
2.170.15.15	SERVICE CONTRACT FOR RAILROAD SERVICES		X
2.170.15.20	CONSTRUCTION AND MAINTENANCE AGREEMENT		X
2.170.15.25	PUC EXHIBITS AND APPLICATION		X
2.170.15.99	OTHER RAILROAD AGREEMENT PRODUCTS		X
2.170.20	FREEWAY AGREEMENTS		X
2.170.20.05	DRAFT FREEWAY AGREEMENT		X
2.170.20.10	DRAFT FREEWAY AGREEMENT REVIEW		X
2.170.20.15	FINAL FREEWAY AGREEMENT		X
2.170.20.20	EXECUTED FREEWAY AGREEMENT		X
2.170.20.99	OTHER FREEWAY AGREEMENT PRODUCTS		X
2.170.25	AGREEMENT FOR MATERIAL SITES		X
2.170.30	EXECUTED MAINTENANCE AGREEMENT		X
2.170.40	ROUTE ADOPTIONS		X
2.170.40.05	ROUTE ADOPTION MAP		X
2.170.40.10	NEW CONNECTION REQUEST AND ROUTE ADOPTION CTC SUBMITTAL		X
2.170.40.15	ROUTE ADOPTION AND PUBLIC ROAD CONNECTION PLACED ON CTC AGENDA		X
2.170.40.99	OTHER ROUTE ADOPTION PRODUCTS		X
2.170.45	MOU FROM TRIBAL EMPLOYMENT RIGHTS OFFICE [TERO]		X
2.170.55	NEPA DELEGATION	X	
2.175	CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE	X	X
2.175.05	DED CIRCULATION		X
2.175.05.05	MASTER DISTRIBUTION AND INVITATION LISTS	X	X
2.175.05.10	NOTICES REGARDING PUBLIC HEARING & AVAILABILITY OF DRAFT ENVIRONMENTAL DOCUMENT	X	X
2.175.05.15	DED PUBLICATION AND CIRCULATION		X
2.175.05.20	FEDERAL CONSISTENCY DETERMINATION [COASTAL ZONE]	N/A	N/A
2.175.05.99	OTHER DED CIRCULATION PRODUCTS		X
2.175.10	PUBLIC HEARING	X	X
2.175.10.05	NEED FOR PUBLIC HEARING DETERMINATION	X	
2.175.10.10	PUBLIC HEARING LOGISTICS	X	X
2.175.10.15	DISPLAYS FOR PUBLIC HEARING	X	X
2.175.10.20	SECOND NOTICES OF PUBLIC HEARING AND AVAILABILITY OF DED		X
2.175.10.25	MAP DISPLAY AND PUBLIC HEARING PLAN	X	X
2.175.10.30	DISPLAY PUBLIC HEARING MAPS		X
2.175.10.35	PUBLIC HEARING	X	X
2.175.10.40	RECORD OF PUBLIC HEARING		X

2.175.10.99	OTHER PUBLIC HEARING PRODUCTS		X
2.175.15	PUBLIC COMMENT RESPONSES AND CORRESPONDENCE	X	X
2.175.20	PROJECT PREFERRED ALTERNATIVE	X	X
2.175.25	NEPA DELEGATION	X	
2.180	PREPARE AND APPROVE PROJECT REPORT AND FINAL ENVIRONMENTAL DOCUMENT	X	X
2.180.05	FINAL PROJECT REPORT		X
2.180.05.05	UPDATED DRAFT PROJECT REPORT		X
2.180.05.10	APPROVED PROJECT REPORT	X	X
2.180.05.15	UPDATED STORM WATER DATA REPORT		X
2.180.05.99	OTHER FINAL PROJECT REPORT PRODUCTS		X
2.180.10	FINAL ENVIRONMENTAL DOCUMENT		X
2.180.10.05	APPROVED FINAL ENVIRONMENTAL DOCUMENT	X	X
2.180.10.05.05	DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW	X	X
2.180.10.05.10	REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT		X
2.180.10.05.15	SECTION 4[F] EVALUATION		X
2.180.10.05.20	FINDINGS	N/A	N/A
2.180.10.05.25	STATEMENT OF OVERRIDING CONSIDERATIONS	N/A	N/A
2.180.10.05.30	CEQA CERTIFICATION	N/A	N/A
2.180.10.05.35	FHWA APPROVAL	X	
2.180.10.05.40	SECTION 106 CONSULTATION AND MOA	X	
2.180.10.05.45	SECTION 7 CONSULTATION	X	
2.180.10.05.50	FINAL SECTION 4[F] STATEMENT	X	X
2.180.10.05.55	FLOODPLAIN ONLY PRACTICABLE ALTERNATIVE FINDING	X	X
2.180.10.05.60	WETLANDS ONLY PRACTICABLE ALTERNATIVE FINDING	X	X
2.180.10.05.65	SECTION 404 COMPLIANCE		X
2.180.10.05.70	MITIGATION MEASURES	X	X
2.180.10.10	PUBLIC DISTRIBUTION OF FED AND RESPOND TO COMMENTS	X	X
2.180.10.15	FINAL RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X
2.180.10.99	OTHER FED PRODUCTS		X
2.180.15	COMPLETED ENVIRONMENTAL DOCUMENT	X	X
2.180.15.05	RECORD OF DECISION [NEPA]	N/A	N/A
2.180.15.10	NOTICE OF DETERMINATION [CEQA]	X	
2.180.15.20	ENVIRONMENTAL COMMITMENTS RECORD	X	X
2.180.15.99	OTHER COMPLETED ENVIRONMENTAL DOCUMENT PRODUCTS		X
2.180.20	NEPA DELEGATION	X	
3.185	PREPARE BASE MAPS AND PLAN SHEETS DURING PS&E DEVELOPMENT		X
3.185.05	UPDATED PROJECT INFORMATION		X
3.185.05.05	PROJECT CONCEPT REVIEW		X

3.185.05.10	UPDATED PROJECT INFORMATION		X
3.185.05.99	OTHER UPDATED PROJECT INFORMATION PRODUCTS		X
3.185.10	ENGINEERING AND PHOTOGRAMMETRIC SURVEYS		X
3.185.10.50	CONTROL SURVEYS		X
3.185.10.55	PHOTOGRAMMETRIC MAPS AND PRODUCTS		X
3.185.10.60	ENGINEERING SURVEYS		X
3.185.10.65	AS-BUILT CENTERLINE SURVEYS		X
3.185.10.70	PAVEMENT SURVEYS		X
3.185.15	PRELIMINARY DESIGN		X
3.185.15.05	ROADWAY AND MISCELLANEOUS DESIGN		X
3.185.15.10	PROPOSED GEOMETRICS REVIEW		X
3.185.15.15	REQUESTS FOR EXCEPTIONS TO DESIGN STANDARDS		X
3.185.15.20	VALUE ANALYSIS		X
3.185.15.99	OTHER PRELIMINARY DESIGN PRODUCTS		X
3.185.20	ENGINEERING REPORTS		X
3.185.20.05	UPDATED TRAFFIC DATA ANALYSIS AND FORECASTS		X
3.185.20.10	PRELIMINARY HYDROLOGY AND HYDRAULIC REPORTS		X
3.185.20.15	PRELIMINARY GEOTECHNICAL DESIGN REPORT [PGDR]		X
3.185.20.20	PRELIMINARY PAVEMENT DESIGN REPORT		X
3.185.20.25	PRELIMINARY MATERIALS REPORT		X
3.185.20.30	SOUNDWALL DESIGN REPORT		X
3.185.20.35	UPDATED TRANSPORTATION MANAGEMENT PLAN FOR DESIGN PHASE		X
3.185.20.40	UTILITY LOCATIONS DETERMINED FOR DESIGN		X
3.185.20.99	OTHER ENGINEERING REPORTS PRODUCTS		X
3.185.25	RIGHT OF WAY REQUIREMENTS DETERMINATION		X
3.185.25.05	PROJECT REVIEW WITH AFFECTED AGENCIES		X
3.185.25.10	FEE AND EASEMENT REQUIREMENTS DETERMINATION		X
3.185.25.15	RIGHT OF WAY REQUIREMENTS MAPS		X
3.185.25.20	FINAL RAILROAD INVOLVEMENT DETERMINATION		X
3.185.25.25	WATER WELL ABANDONMENT NEEDS DETERMINATION		X
3.185.25.30	UTILITY CONFLICT MAPS		X
3.185.30	STRUCTURE SITE PLANS		X
3.185.30.10	SITE PLANS FOR BRIDGES AND STRUCTURES		X
3.185.30.15	SITE PLANS FOR RETAINING WALLS AND NON-STANDARD EARTH RETENTION SYSTEMS		X
3.185.30.20	SITE PLANS FOR SOUNDWALLS ON RETAINING SYSTEMS OR STRUCTURES		X
3.185.30.25	SITE PLANS FOR PUMPING PLANTS		X
3.185.30.30	SITE PLANS FOR SPECIAL-DESIGN CULVERTS		X
3.185.30.99	OTHER STRUCTURE SITE PLAN PRODUCTS		X
3.185.99	OTHER BASE MAPS AND PLAN SHEETS PRODUCTS		X
3.205	PERMITS AND AGREEMENTS DURING PS&E COMPONENT		X
3.205.05	REQUIRED PERMITS		X

3.205.10	PERMITS		X
3.205.10.05	U.S. ARMY CORPS OF ENGINEERS PERMIT [404]		X
3.205.10.10	U.S. FOREST SERVICE PERMIT[S]		N/A
3.205.10.15	U.S. COAST GUARD PERMIT		N/A
3.205.10.20	DEPARTMENT OF FISH AND GAME 1600 AGREEMENT[S]		X
3.205.10.25	COASTAL ZONE DEVELOPMENT PERMIT	N/A	N/A
3.205.10.30	COUNTY CONCURRENCE/PERMIT		X
3.205.10.40	WASTE DISCHARGE [NPDES] PERMIT[S]		X
3.205.10.45	U.S. FISH AND WILDLIFE SERVICE APPROVAL		X
3.205.10.50	REGIONAL WATER QUALITY CONTROL BOARD 401 PERMIT		X
3.205.10.60	UPDATED ECR		X
3.205.10.95	OTHER PERMITS		X
3.205.15	RAILROAD AGREEMENTS		X
3.205.15.05	PLAN APPROVAL		X
3.205.15.10	SPECIAL PROVISIONS AND INSURANCE CLAUSES		X
3.205.15.15	SERVICE CONTRACT FOR RAILROAD SERVICES		X
3.205.15.20	CONSTRUCTION AND MAINTENANCE AGREEMENT		X
3.205.15.25	PUC EXHIBITS AND APPLICATION		X
3.205.15.99	OTHER RAILROAD AGREEMENT PRODUCTS		X
3.205.25	AGREEMENT FOR MATERIAL SITES		X
3.205.30	EXECUTED MAINTENANCE AGREEMENT		X
3.205.45	MOU FROM TRIBAL EMPLOYMENT RIGHTS OFFICE [TERO]		X
3.205.55	NEPA DELEGATION	X	
3.230	PREPARE DRAFT PS&E		X
3.230.05	DRAFT ROADWAY PLANS		X
3.230.05.05	TITLE SHEET		X
3.230.05.10	TYPICAL CROSS SECTIONS		X
3.230.05.15	KEY MAP AND LINE INDEX		X
3.230.05.20	ROADWAY LAYOUTS		X
3.230.05.25	PROFILE AND SUPERELEVATION SHEETS		X
3.230.05.30	CONSTRUCTION DETAILS		X
3.230.05.35	CONTOUR GRADING PLANS		X
3.230.05.40	SUMMARY OF QUANTITIES SHEETS		X
3.230.05.45	NOISE BARRIER PLANS		X
3.230.05.50	RETAINING WALL PLANS		X
3.230.05.55	STANDARD PLANS SELECTION		X
3.230.05.60	STAGE CONSTRUCTION AND DETOUR PLANS OR TRAFFIC HANDLING PLANS		X
3.230.05.65	WATER POLLUTION CONTROL PLANS		X
3.230.05.70	ENGINEERING REPORTS		X
3.230.05.70.05	HYDROLOGY AND HYDRAULIC REPORTS		X
3.230.05.70.10	PRODUCTS REQUIRED TO READY SITE FOR SUBSURFACE EXPLORATION		X

3.230.05.70.15	GEOTECHNICAL DESIGN REPORT [GDR]		X
3.230.05.70.20	PAVEMENT DESIGN REPORT		X
3.230.05.70.25	MATERIALS REPORT		X
3.230.05.99	OTHER DRAFT ROADWAY PLAN PRODUCTS		X
3.230.10	DRAFT HIGHWAY PLANTING PLANS		X
3.230.10.05	HIGHWAY PLANTING PLANS		X
3.230.10.15	PLANT LIST		X
3.230.10.20	IRRIGATION PLANS		X
3.230.10.30	IRRIGATION QUANTITY SHEETS		X
3.230.10.99	OTHER DRAFT ROADWAY PLAN PRODUCTS		X
3.230.15	DRAFT TRAFFIC PLANS		X
3.230.15.05	SIGNING AND PAVEMENT DELINEATION PLANS		X
3.230.15.10	CONSTRUCTION AREA SIGNS PLANS		X
3.230.15.15	TRAFFIC ELECTRICAL PLANS		X
3.230.15.99	OTHER DRAFT TRAFFIC PLAN PRODUCTS		X
3.230.20	TRANSPORTATION MANAGEMENT PLAN		X
3.230.25	DRAFT UTILITY PLANS		X
3.230.25.05	NEW FACILITY PLANS		X
3.230.25.10	UTILITY RELOCATION PLANS		X
3.230.25.99	OTHER DRAFT UTILITY PLAN PRODUCTS		X
3.230.30	DRAFT DRAINAGE PLANS		X
3.230.35	DRAFT SPECIFICATIONS		X
3.230.35.05	ROADWAY SPECIFICATIONS		X
3.230.35.10	HIGHWAY PLANTING SPECIFICATIONS		X
3.230.35.15	TRAFFIC SPECIFICATIONS		X
3.230.35.20	ELECTRICAL SPECIFICATIONS		X
3.230.35.25	UTILITY SPECIFICATIONS		X
3.230.35.30	HYDRAULIC SPECIFICATIONS		X
3.230.35.35	WATER POLLUTION CONTROL SPECIFICATIONS		X
3.230.35.40	EROSION CONTROL SPECIFICATIONS		X
3.230.35.99	OTHER DRAFT SPECIFICATION PRODUCTS		X
3.230.40	DRAFT PS&E QUANTITIES AND ESTIMATES		X
3.230.40.05	ROADWAY QUANTITIES AND ESTIMATES		X
3.230.40.10	HIGHWAY PLANTING QUANTITIES AND ESTIMATES		X
3.230.40.15	DRAINAGE QUANTITIES AND ESTIMATES		X
3.230.40.20	TRAFFIC QUANTITIES AND ESTIMATES		X
3.230.40.25	ELECTRICAL QUANTITIES AND ESTIMATES		X
3.230.40.30	UTILITY QUANTITIES AND ESTIMATES		X
3.230.40.35	WATER POLLUTION CONTROL QUANTITIES AND ESTIMATES		X
3.230.40.40	EROSION CONTROL QUANTITIES AND ESTIMATES		X
3.230.40.99	OTHER DRAFT PS&E QUANTITIES AND ESTIMATES PRODUCTS		X
3.230.55	STRUCTURES DRAFT PS&E INCORPORATION		X
3.230.60	UPDATED PROJECT INFORMATION FOR PS&E PACKAGE		X

3.230.60.05	UPDATED STORM WATER DATA REPORT		X
3.230.60.10	OTHER REVIEWS AND UPDATE OF PROJECT INFORMATION		X
3.230.90	NEPA DELEGATION	X	
3.230.99	OTHER DRAFT PS&E PRODUCTS		X
3.235	MITIGATE ENVIRONMENTAL IMPACTS AND CLEAN-UP HAZARDOUS WASTE		X
3.235.05	ENVIRONMENTAL MITIGATION		X
3.235.05.05	HISTORICAL STRUCTURES MITIGATION		X
3.235.05.10	ARCHAEOLOGICAL AND CULTURAL MITIGATION		X
3.235.05.15	BIOLOGICAL MITIGATION		X
3.235.05.20	ENVIRONMENTAL MITIGATION RIGHT OF WAY WORK		X
3.235.05.25	PALEONTOLOGY MITIGATION		X
3.235.05.99	OTHER ENVIRONMENTAL MITIGATION PRODUCTS		X
3.235.10	DETAILED SITE INVESTIGATION FOR HAZARDOUS WASTE		X
3.235.10.05	RIGHT OR PERMIT FOR HAZARDOUS WASTE SITE INVESTIGATIONS [SI]		X
3.235.10.10	HAZARDOUS WASTE SITES SURVEY		X
3.235.10.15	DETAILED HAZARDOUS WASTE SITE INVESTIGATION SI		X
3.235.15	HAZARDOUS WASTE MANAGEMENT PLAN		X
3.235.20	HAZARDOUS WASTE PS&E		X
3.235.25	HAZARDOUS WASTE CLEAN-UP		X
3.235.30	HAZARDOUS SUBSTANCES DISCLOSURE DOCUMENT [HSDD]		X
3.235.35	LONG TERM MITIGATION MONITORING		X
3.235.40	UPDATED ENVIRONMENTAL COMMITMENTS RECORD		X
3.235.45	NEPA-DELEGATION	X	
3.240	DRAFT STRUCTURES PS&E		X
3.240.50	OVERALL DRAFT STRUCTURES PS&E		X
3.240.55	FOUNDATION PLAN		X
3.240.60	HYDRAULICS REPORT		X
3.240.65	PRELIMINARY FOUNDATION REPORT		X
3.240.70	PRODUCTS REQUIRED TO READY SITE FOR SUBSURFACE EXPLORATION		X
3.240.75	DRAFT GENERAL PLANS		X
3.240.80	FOUNDATION REPORT		X
3.240.85	DRAFT STRUCTURE PLANS		X
3.240.90	DRAFT STRUCTURES SPECIAL PROVISIONS AND COST ESTIMATE		X
3.250	FINAL STRUCTURES PS&E PACKAGE		X
3.250.50	PROJECT REVIEW		X
3.250.55	FINAL STRUCTURE PLANS		X
3.250.60	FINAL STRUCTURE SPECIAL PROVISIONS AND COST ESTIMATE		X

3.255	CIRCULATE REVIEW AND PREPARE FINAL DISTRICT PS&E PACKAGE	X	X
3.255.05	CIRCULATED & REVIEWED DRAFT DISTRICT PS&E PACKAGE	X	X
3.255.10	UPDATED PS&E PACKAGE		X
3.255.10.05	UPDATED ROADWAY PS&E		X
3.255.10.10	UPDATED HIGHWAY PLANTING PS&E		X
3.255.10.15	UPDATED TRAFFIC PS&E		X
3.255.10.20	UPDATED HYDRAULIC PS&E		X
3.255.10.25	UPDATED TECHNICAL REPORTS		X
3.255.10.30	UPDATED UTILITY PS&E		X
3.255.10.35	UPDATED ELECTRICAL PS&E		X
3.255.10.99	OTHER UPDATED PS&E PACKAGE PRODUCTS		X
3.255.15	ENVIRONMENTAL REEVALUATION	X	X
3.255.20	FINAL DISTRICT PS&E PACKAGE		X
3.255.20.05	REVIEWED PLANS FOR DRAFTING STANDARDS COMPLIANCE		X
3.255.20.10	FINAL STRUCTURES SPECIFICATIONS AND ESTIMATE INCORPORATED INTO FINAL DISTRICT PS&E		X
3.255.20.15	REQUEST FOR FUNDS		X
3.255.25	GEOTECHNICAL INFORMATION HANDOUT		X
3.255.30	MATERIALS INFORMATION HANDOUT		X
3.255.35	CONSTRUCTION STAKING PACKAGE AND CONTROL		X
3.255.35.10	CONSTRUCTION STAKING PACKAGE		X
3.255.35.20	PROJECT CONTROL FOR CONSTRUCTION		X
3.255.40	RESIDENT ENGINEER'S PENDING FILE		X
3.255.45	NEPA DELEGATION	X	
3.255.50	SECURED LEASE FOR RESIDENT ENGINEER OFFICE SPACE OR TRAILER		X
3.255.55	CONTRACTOR OUTREACH		X
3.255.65	RIGHT OF WAY CERTIFICATION DOCUMENT		X
3.255.70	RIGHT OF WAY ENGINEERING PRODUCTS		X
3.255.75	UPGRADED/UPDATED RIGHT OF WAY CERTIFICATION DOCUMENT		X
3.260	CONTRACT BID DOCUMENTS "READY TO LIST"		X
3.260.50	PROJECT SUBMITTAL READY TO PROCESS [PS&E]		X
3.260.60	DRAFT CONTRACT COMMENTS [DCC]		X
3.260.70	DRAFT CONTRACT COMMENT RESPONSE [DR]		X
3.260.75	ENVIRONMENTAL CERTIFICATION AT RTL	X	X
3.260.80	DRAFT CONTRACT READY		X
3.260.90	READY TO LIST [RTL]		X
3.265	AWARDED AND APPROVED CONSTRUCTION CONTRACT		X
3.265.50	CONTRACT READY FOR ADVERTISING		X
3.265.55	ADVERTISED CONTRACT		X
3.265.60	BIDS OPENED		X

3.265.65	CONTRACT AWARD		X
3.265.70	EXECUTED AND APPROVED CONTRACT		X
3.265.75	INDEPENDENT ASSURANCE		X
4.195	RIGHT OF WAY PROPERTY MANAGEMENT AND EXCESS LAND		X
4.195.40	PROPERTY MANAGEMENT		X
4.195.40.05	FAIR MARKET RENT DETERMINATIONS [RESIDENTIAL]		X
4.195.40.10	FAIR MARKET RENT DETERMINATIONS [NON-RESIDENTIAL]		X
4.195.40.15	REGULAR PROPERTY MANAGEMENT		X
4.195.40.20	PROPERTY MAINTENANCE AND REHABILITATION [RENTABLE PROPERTY]		X
4.195.40.25	PROPERTY MAINTENANCE AND REHABILITATION [NON-RENTABLE PROPERTY]		X
4.195.40.30	HAZARDOUS WASTE AND HAZARDOUS MATERIALS		X
4.195.40.35	TRANSFER OF PROPERTY TO CLEARANCE STATUS		X
4.195.40.99	OTHER PROPERTY MANAGEMENT PRODUCTS		X
4.195.45	EXCESS LAND		X
4.195.45.05	EXCESS LANDS INVENTORY		X
4.195.45.10	EXCESS LAND APPRAISAL AND PUBLIC SALE ESTIMATE		X
4.195.45.15	GOVERNMENT CODE SECTION 54235 ADMINISTRATION		X
4.195.45.20	PROPERTY DISPOSAL OF UNITS UP TO \$15000		X
4.195.45.25	PROPERTY DISPOSAL OF UNITS BETWEEN \$15001 AND \$500000		X
4.195.45.30	PROPERTY DISPOSAL OF UNITS OVER \$500000		X
4.195.45.35	CTC AND AAC COORDINATION		X
4.195.45.99	OTHER EXCESS LAND PRODUCTS		X
4.200	UTILITY RELOCATION		X
4.200.15	APPROVED UTILITY RELOCATION PLAN		X
4.200.20	UTILITY RELOCATION PACKAGE		X
4.200.25	UTILITY RELOCATION MANAGEMENT		X
4.200.30	UTILITY CLOSE OUT		X
4.200.99	OTHER UTILITY RELOCATION PRODUCTS		X
4.220	RIGHT OF WAY ENGINEERING		X
4.220.05	EXISTING LAND NET		X
4.220.05.05	EXISTING RECORDS		X
4.220.05.10	LAND NET SURVEY		X
4.220.05.25	MONUMENTATION PERPETUATION RECORD OF SURVEY		X
4.220.10	LAND NET MAP		X
4.220.15	RIGHT OF WAY MAPS		X
4.220.15.05	APPRAISAL MAPS		X
4.220.15.95	OTHER MAPS		X
4.220.20	ACQUISITION DOCUMENTS		X
4.220.20.05	DEEDS		X

4.220.20.15	RESOLUTION OF NECESSITY PACKAGE		X
4.220.25	DOCUMENTS TO CONVEY PROPERTY RIGHTS		X
4.220.25.05	DIRECTOR'S DEED PACKAGE		X
4.220.25.95	OTHER DEEDS AND DOCUMENTS		X
4.220.35	FIELD LOCATED RIGHT OF WAY		X
4.220.35.05	FLAGGED RIGHT OF WAY		X
4.220.35.10	STAKED RIGHT OF WAY		X
4.225	OBTAIN RIGHT OF WAY INTERESTS FOR PROJECT RIGHT OF WAY CERTIFICATION		X
4.225.50	PARCEL AND PROJECT DOCUMENTATION		X
4.225.60	RIGHT OF WAY APPRAISALS		X
4.225.65	RIGHT OF WAY ACQUISITION		X
4.225.70	RIGHT OF WAY RELOCATION ASSISTANCE		X
4.225.75	RIGHT OF WAY CLEARANCE		X
4.225.80	RIGHT OF WAY CONDEMNATION		X
4.245	POST RIGHT OF WAY CERTIFICATION WORK		X
4.245.50	PARCEL AND PROJECT DOCUMENTATION		X
4.245.60	RIGHT OF WAY APPRAISALS		X
4.245.65	RIGHT OF WAY ACQUISITION		X
4.245.70	RIGHT OF WAY RELOCATION ASSISTANCE		X
4.245.75	RIGHT OF WAY CLEARANCE		X
4.245.80	RIGHT OF WAY CONDEMNATION		X
4.300	FINAL RIGHT OF WAY ENGINEERING		X
4.300.05	RIGHT OF WAY MONUMENTATION		X
4.300.05.05	RIGHT OF WAY MONUMENTATION SURVEY		X
4.300.05.10	FILED MONUMENTATION RECORD OF SURVEY		X
4.300.10	TRIAL EXHIBITS AND TESTIMONY		X
4.300.25	RELINQUISHMENT AND VACATION MAPS		X
4.300.30	DEED PACKAGE FOR EXCESS LAND TRANSACTIONS		X
4.300.35	RIGHT OF WAY RECORD MAP		X