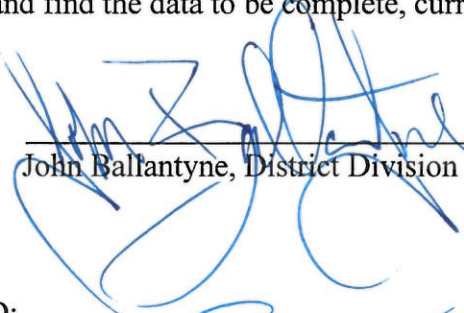


Project Report

To Authorize Approval of the Environmental Document

On State Route 49
Between PM 3.7
And PM 7.5

I have reviewed the right-of-way information contained in this report and the right-of-way data sheet attached hereto, and find the data to be complete, current and accurate:



John Ballantyne, District Division Chief, Right-of-Way

APPROVAL RECOMMENDED:



Samuel Vandell, Project Manager

PROJECT APPROVED:



Amarjeet S. Benipal, District Director



Date

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.



LUCAS FUSON, PE

11/20/19

DATE



Vicinity Map

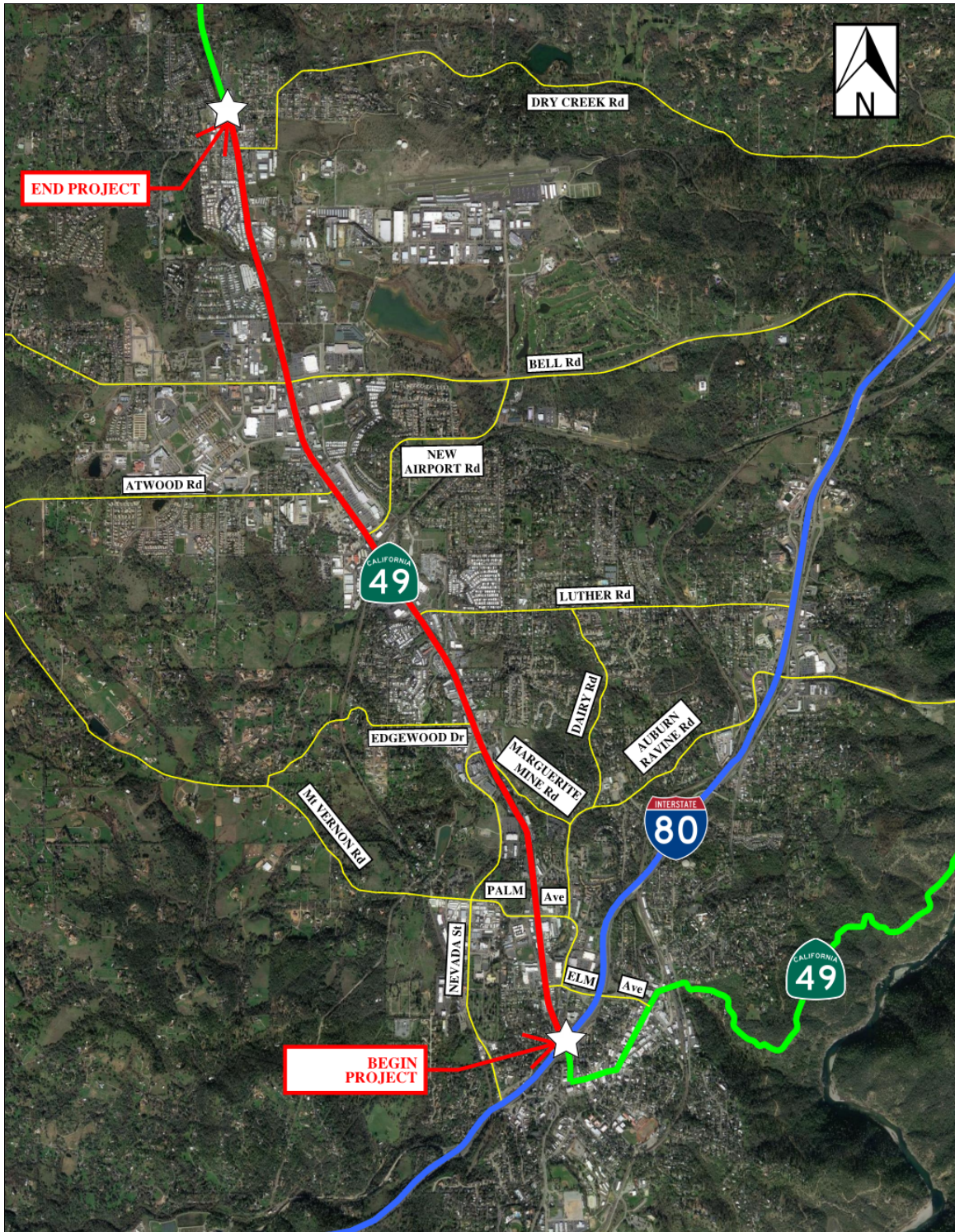


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1. INTRODUCTION

Project Description

This project proposes to construct 2.8 miles of sidewalk and Americans with Disabilities Act (ADA) improvements along State Route 49 (SR 49) between PM 3.7 and PM 7.5 in the city of Auburn (City) and Placer County. The proposed work includes the following: new sidewalks, sidewalk and driveway improvements, curb ramps, pedestrian bridge, pedestrian passageways, curb and gutter, asphalt dikes, concrete ditches, culverts, retaining walls, Midwest guardrail system, utility and signal relocation, landscaping and irrigation, slope paving, pavement marking and striping, and bus stop relocation. The location map is included as Attachment A – Title Sheet.

Project Limits	03-Pla-49 3.7/7.5	
Number of Alternatives	2	
	Current Cost Estimate:	Escalated Cost Estimate:
Capital Outlay Support	\$3,150,000	\$3,362,000
Capital Outlay Construction	\$12,507,570	\$14,150,641
Capital Outlay Right-of-Way	\$1,559,917	\$1,586,217
Funding Source	Active Transportation Program	
Funding Year	2019	
Type of Facility	4-6 Lane Conventional Highway	
Number of Structures	7	
Environmental Determination or Document	CE (CEQA) / CE (NEPA)	
Legal Description	On State Route 49 – In Placer County from Elm Avenue to 0.1 mile north of Dry Creek Road	
Project Development Category	4	

2. RECOMMENDATION

The recommendation is to approve the proposed project and Environmental Document.

3. BACKGROUND

Project History

The project is one in a series of many with goals that include introducing complete streets elements to a conventional highway, identifying operational and safety improvements, and enhancing the overall vitality of the corridor. The California Department of Transportation (Caltrans) approved a Project for the Highway 49 Roadway Rehabilitation Project (EA 03-2F340) to construct Class II bike lanes

throughout the corridor, sidewalks and ADA curb ramps in selected locations, and traffic operational improvements from Interstate 80 (I-80) to Dry Creek Road.

The Highway 49 Roadway Rehabilitation Project Report identified additional sidewalk and ADA curb ramp improvements to be constructed at a future time when additional funds become available. This project is a follow up to the Caltrans Project EA 03-2F340, the purpose of which is to address gaps in the pedestrian facilities utilizing Active Transportation Program (ATP) funding to provide an ADA path on at least one side of SR 49 throughout the corridor.

Community Interaction

The community has been engaged throughout the Project Approval/Environmental Documentation process. Placer County Transportation Planning Agency – in coordination with Placer County, the City of Auburn and Caltrans – hosted a community Open House on Thursday, February 7, 2019 to discuss the Highway 49 Sidewalk Gap Closure Project. The open house was held from 5:00 p.m. to 7:00 p.m. at Rock Creek Elementary School in Auburn. In addition to the community Open House, seven stakeholder presentations were given:

- North Auburn Municipal Advisory Committee on January 8, 2019
- Auburn Meddlers Group on January 22, 2019
- Highway 49 Business Association on February 19, 2019
- Placer Partnership for Public Health Coalition on February 21, 2019
- Rock Creek Mobile Home Park on March 12, 2019
- Auburn Lions Club on May 14, 2019
- Auburn Rotary Club on August 29, 2019

The proposed project is consistent with statewide, regional and local planning goals. There is no known or expected opposition to this project.

For additional information please refer to Section 9A Public Hearing Process.

Existing Facility

State Route 49 is a north-south state highway that passes through the historic mining communities of the 1849 California Gold Rush. SR 49 is named in honor of the immigrants looking for gold in 1849 who were known as the "49ers". The roadway starts in the south at the intersection of SR 41 and Oakhurst (Madera County) and weaves through 11 counties. The route ends in Vinton (Plumas County) at SR 70.

State Route 49 crosses into Placer County and enters the City of Auburn as High Street, then turns left onto Lincoln Way followed by a right-turn onto Grass Valley Highway, where it then crosses under I-80 and continues north through the Auburn city limits. The historic portion of SR 49 through Auburn has been relinquished to the City.

The project area is located on the lower slopes of the Sierra Nevada foothills. The terrain is predominately comprised of rolling hills. The project begins just north of Elm Avenue, at a location north of the SR 49/I-80 interchange. The project limits are from PM 3.7 to PM 7.5, where the land use is primarily commercial property. The posted speed limit is 45 mph from PM 3.1 to PM 6.9 and 55 mph from PM 6.9 to PM 7.5. Between Lincoln Way and Luther Road and between Bell Road and Dry Creek, SR 49 is a four-lane conventional highway separated by a two-way left turn lane with shoulders measuring four to eight feet wide. Between Luther Road and Bell Road, SR 49 is a six-lane conventional highway separated by a two-way left-turn lane with twelve-foot lanes and eight-foot shoulders. The route includes signalized and unsignalized intersections, ADA ramps, commercial paved driveways, metal beam guardrails (MBGR), asphalt dikes, sidewalks, paved and unpaved ditches, a raised concrete median, and left-turn and right-turn pockets. The railroad crosses over the highway at PM 5.55.

The existing structures included in the project limits are shown below in **Table 1**.

Table 1 – Existing Structures				
Structure Name	Bridge Number	Post Mile	Route Over/Under Structure	Existing Vertical Clearance
Wise Canal	19-0017	5.02	Over	N/A
North Auburn UP	19-0068	5.53	Under	15'00"
Rock Creek	19-0019	6.93	Over	N/A

4. PURPOSE AND NEED

Purpose

The purpose of this project is to fill gaps in the existing sidewalks by providing continuous ADA compliant sidewalks on SR 49 from Elm Avenue to Dry Creek Road.

Need

The project is needed because gaps in the sidewalk along the SR 49 corridor between Elm Avenue and Dry Creek Road do not provide continuous ADA compliant pedestrian accessibility.

5. DEFICIENCIES

The existing corridor has sidewalk (SW) coverage of 27 percent, forcing pedestrians to utilize highway shoulders and dirt paths. Current Caltrans Project EA 03-2F340 will increase the coverage to 39 percent. The proposed project will increase coverage to 75 percent and will provide a contiguous ADA path from I-80 to Dry Creek Road.

6. CORRIDOR AND SYSTEM COORDINATION

State Route 49 from PM 3.7 – PM 7.5 has the following Classifications:

Table 2 – Route Classification (SR 49 from PM 3.2 to PM 7.5)	
Functional Classification	Principal Arterial
National Highway System (NHS)	Non-NHS
Freeway/Expressway	Non-Freeway/Expressway
National Truck System	Terminal Access Route
Scenic Route	Eligible
Lifeline Route	Lifeline
IRRS	IRRS

State Planning

The Route 49 Transportation Concept Report was approved on October 6, 2017. As stated in the report, SR 49 provides lifeline accessibility for recreation as well as interregional movement of people, goods, and agriculture. It is also used as an alternate route during closures on I-80. Traffic on SR 49 is a mixture of local and visitor vehicles traveling to residential sites, commercial establishments, and recreational facilities that are located along its length. Traffic volumes on SR 49 vary considerably from the urban community of Auburn to the small, rural community of Downieville in Sierra County.

State Route 49 from I-80 to Nevada County is a conventional highway for through traffic from Nevada County and El Dorado County, as well as a high-volume local roadway. It serves commute traffic from Nevada County and the North Auburn area to the rapidly growing commercial areas along the route. This segment of SR 49 is the major route serving the cities of Grass Valley and Nevada City to the north. It has become increasingly congested, and the opportunities for widening the route are limited. Any roadway changes should complement the community’s wish to maintain certain aesthetic qualities in this corridor.

State Route 49 from the Yuba County line to the Yuba Summit is officially designated a State Scenic Highway with views of the Sierra Nevada Mountains and the Yuba River along most of this portion.

System Planning

The Caltrans District System Management and Development Plan (DSMP) (January 25, 2013) states that much of the highway system was built years ago with much of

the highway assets is reaching the end of their service life. Reconstruction and rehabilitation projects, like the listed in Section 3 Background, will be necessary in order to keep the existing facilities in good condition. The proposed scope is consistent with the DSMP.

Regional Planning

The 2016 Regional Transportation Plan (2036-RTP) prepared by the Placer County Transportation Planning Agency (PCTPA) states that roadways, bridges, and the associated infrastructure have a limited life and that funding must be available to maintain and, if needed, rehabilitate these facilities. This project was not specifically listed in the 2036-RTP; rather, it was referenced in the 2016 Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan (MTP) through an amendment. The project is currently programmed in the SACOG 2019-2022 Metropolitan Transportation Improvement Program (#PLA25670) and will be identified in the PCTPA 2040 Regional Transportation Plan/Sustainable Communities strategies due for release in summer/fall 2019.

Projects within or near the project limits planned for FY 2017/2020 are as follows:

EA: 03-2F340 is a rehabilitation project on SR 49 between PM 3.1 and PM 7.5 in Placer County. The proposed work includes improving operational features, upgrading pedestrian facilities, replacing or relocating associated electrical facilities (including two new traffic signals), rehabilitating the existing drainage facilities, widening shoulders at designated places, and providing Class II bike lanes.

Local Planning

The project is consistent with the City of Auburn's General Plan. The City of Auburn and Placer County are members of the Project Development Team and have been consulted throughout the project development process.

6A. Traffic

Traffic volumes provided by the Caltrans Office of Travel Forecasting and Modeling are shown below in Table 2. Within the next 20 years, the traffic is expected to increase by 32 percent.

Table 3 – Traffic Data				
County Highway Post Mile		Placer 49 3.1-5.21	Placer 49 5.21/5.99	Placer 49 5.99-7.5
<u>Annual ADT</u>				
Base Year	2014	32,500	50,000	35,000
Current Year	2015	33,100	50,900	35,600
	2020	36,000	55,400	38,800
	2030	41,900	64,400	45,100
	2040	47,700	73,400	51,400
<u>Peak Hour</u>				
Base Year	2014	2,800	5,800	3,050
Current Year	2015	2,850	5,900	3,100
	2020	3,100	6,430	3,380
	2030	3,600	7,470	3,920
	2040	4,100	8,510	4,470
Directional %		57.0	57.0	57.0
DH Truck %		2.0	2.0	3.0
10-year TI		9.0	9.5	9.5
20-Year TI		10.0	10.0	10.5
10-year ESAL		1,000,000	1,575,150	1,575,150
20-year ESAL		2,423,900	2,423,900	3,652,400
Annual Growth Rate %		1.8	1.8	1.8

The District 3 Traffic Safety Office provided collision data for the most recently available three-year time period between January 1, 2015 and December 31, 2017. The segment reviewed was from PM 3.1 to PM 7.5 and included all the intersections within the project limits. The collision data is as follows:

Table 4 – Collision Data for Pla-49 PM 3.1/7.5			
Table B Dates: 01/01/2015 - 12/31/2017			
Location (PM)	Total Number of Collisions	Fatal	Fatal+Injury
3.1/7.5	416	6	153

Table 5 – Collision Data Summary for Pla-49 PM 3.1/7.5					
Table B Dates: 01/01/2015 - 12/31/2017					
Actual Accident Rate*			Statewide Average Accident Rate*		
Fatal	F+I	Total	Fatal	F+I	Total
0.035	0.90	2.46	0.008	0.41	0.99

*Accident rates expressed as # of accidents/Million vehicle miles

Of the 416 total collisions reported, 6 resulted in fatalities, 147 resulted in injuries, and 263 resulted in Property Damage Only (PDO). From Traffic Accident Surveillance and Analysis System (TASAS) Table B, this highway segment has an actual Total Collision rate of 2.46 collision/million vehicle miles (MVM) which is 2.5 times higher than the statewide average for similar highway facilities, an actual Fatal+Injury Collision rate of 0.90 collisions/MVM, which is 2.2 times higher than the statewide average for similar highway facilities, and an actual Fatal Collision rate of 0.035, which is 4.4 times higher than the statewide average for similar highway facilities (Table 2).

TASAS Selective Accident Retrieval (TSAR) data shows the following information: the Primary Collision Factor (PCF) was coded as “speeding” (49% of collisions), followed by “failure to yield” (19% of collisions). The primary Type of Collision (TOC) was coded as “rear end” (64% of collisions) followed by “broadside” (18% of collisions). The majority of collisions occurred during daylight hours (76% of collisions), in clear weather (80% of collisions), on a dry road surface (91% of collisions), with no unusual roadway conditions (99% of collisions). The collisions were evenly spread out from Mondays through Fridays, with a slightly lower rate over the weekends. The majority of collisions were spread out between 6:00 a.m. to 9:00 p.m., with a gradually lowered rate during nighttime hours. The majority of collisions involved a passenger car/station wagon (92% of collisions) and/or a pickup/panel truck (35% of collisions). There were 14 collisions involving pedestrians (3% of collisions) and one collision involving a bicycle (<1% of collisions) which were in the minority. Collisions with pedestrians happened equally when pedestrians were crossing at crosswalks at an intersection (1% of collisions), when pedestrians were crossing the roadway not at a crosswalk (1% of collisions), and within the roadway (including the shoulder) but not at an intersection (1% of collisions).

The collision pattern is indicative of congested traffic conditions with high traffic volumes. This is a busy section of highway comprised of both urban and suburban areas, with a total of 15 signalized intersections and numerous commercial driveways,

and private and local road intersections. This section of SR 49 is the main connecting link to I-80 in the town of Auburn.

7. ALTERNATIVES

7A. Viable Alternatives

There are two alternatives for this project: “Build” and “No Build”. The “Build” alternative is the preferred alternative. The improvements include new sidewalks, sidewalk and driveway improvements, curb ramps, a pedestrian bridge, pedestrian passageways, curbs and gutters, asphalt dikes, concrete ditches, culverts, retaining walls, Midwest guardrail system, utility and signal relocation, landscaping and irrigation, slope paving, crosswalk striping, and a bus stop relocation. See Attachment B - Typical Cross Sections and Attachment C - Layouts.

Sidewalk

Sidewalks will be the standard width of six feet and will be constructed at the following locations:

- Elm Avenue to Palm Avenue (east side)
- Private driveway to Palm Avenue (west side)
- Palm Avenue to Persimmon Terrace (east side)
- Nevada Street to Luther Road (west side)
- New Airport Road to Masters Court (west side)
- North of Willow Creek Drive to Education Street (west side)
- Along Town Court Drive between Education Street and Quartz Drive (west side)
- North of Quartz Drive to south of Dry Creek Road (west side)
- Locksley Lane to south of Dry Creek Road (east side)

Curb Ramps, Driveways and Pedestrian Passageways

Curb ramps will be constructed to current standards and will be located at:

- Elm Avenue (1)
- Palm Avenue (3)
- Persimmon Terrace (1)
- Nevada Way (2)
- Edgewood Road (1)
- Live Oak Lane (2)
- New Airport Road (1)
- Cottage Drive (4)

- Masters Court (1)
- Education Street (1)
- Quartz Drive (1)
- Private Roads (7)
- Driveways (18)
- Pedestrian Passageways (2)

Retaining Walls

Due to the hilly terrain and built environment, six retaining walls are required to minimize right-of-way acquisition. The retaining walls will be constructed at:

- Wall 1: Stations 30+65 to 38+11 (Right Side; Sheets L-1 & L-2)
- Wall 2: Stations 33+91 to 38+64 (Left Side; Sheets L-1 & L-2)
- Wall 3: Stations 80+08 to 82+48 (Left Side; Sheet L-3)
- Wall 4: Stations 136+27 to 139+45 (Left Side; Sheet L-6)
- Wall 5: Stations 224+20 to 229+54 (Left Side; Sheet L-11)
- Wall 6: Stations 225+52 to 226+52 (Right Side; Sheet L-11)

Pedestrian Bridge

A pedestrian bridge will be placed at Station 205+50 to span Rock Creek. The bridge will be approximately 70 feet long. The existing culvert at Rock Creek has an eight-foot shoulder and guardrail. Without extending the culvert, the widest sidewalk that can be constructed would measure four feet three inches. To minimize environmental impacts, a bridge will be used to span the creek. There are currently two alternatives for the pedestrian bridge, a prefabricated steel truss bridge and a precast prestressed concrete I girder bridge. The Advanced Planning Studies for each alternative are shown in Attachment D - Structure Advanced Planning Studies.

Drainage

For the majority of the project, runoff from the main and adjacent roadways is collected in dikes, roadside ditches and drainage systems. To maintain drainage, the sidewalks will include curbs, gutters, inlets, and pipes which will connect to the existing drainage systems. Dikes may be used in areas to maintain runoff from the side streets.

Concrete Ditches

From Elm Avenue to Palm Avenue there are existing ditches, both asphalt and bare earth, that will be displaced by the sidewalk. The new sidewalks will be constructed

to accommodate the future six-lane facility with concrete-lined ditches to maintain the existing drainage patterns. The concrete-lined ditches will be constructed at:

- Stations 28+88 to 33+00 (Left Side; Sheet L-1)
- Stations 23+32 to 30+00 (Right Side; Sheet L-1)
- Stations 30+64 to 38+42 (Right Side; Sheets L-1 & L-2)
- Stations 33+75 to 36+64 (Left Side; Sheets L-1 & L-2)

Culverts

Culverts will be constructed at two driveways between Stations 28+00 and 31+00 to maintain the flow in the concrete-lined ditches.

Signal Relocation

The signals and/or signal components will be relocated or modified due to the new curb ramps at:

- The southwest corner at Palm Avenue
- The northeast corner at Palm Avenue
- The northwest corner at New Airport Road

Caltrans' Office of Traffic Engineering, Electrical Design will coordinate with work related to this item.

Bus Stop Relocation

The project will coordinate bus stop locations with Placer County Transit and provide relocated or improved bus stops at certain locations. The SR 49/Dry Creek bus stop that is located near the entrance of the Rock Creek Mobile Home Park will be relocated 300 feet to the south due to the lack of room behind the proposed sidewalk at the current location. The bus stop currently located on the Wise Canal Bridge will be relocated so it is not on the structure.

Miscellaneous Items

The project will include guardrails in targeted areas to protect unsafe slope and structures within the clear recovery zone. It will also construct slope paving for areas requiring slopes steeper than 2:1, and pavement markings and striping.

Highway Planting

Landscaping will be included in areas with detached sidewalk and planter strips. Landscaping will include low height planting that requires low water inputs to fit the corridor. It is anticipated that the all planter strips will be irrigated. Each

irrigation system will meet the California State Model Water Efficient Landscape Ordinance. Smart controllers, master valves and flow sensors have been added to ensure water is used as efficiently as possible in the landscape. Erosion control (hydroseed) will be applied to areas with disturbed soil where irrigated landscaping is not proposed, such as slopes behind the back of sidewalk.

Non-Standard Features

No advisory and mandatory design decisions are expected.

Park-and Ride Facilities

There is an existing Park-and-Ride Facility that is located between Atwood Road and Cottage Drive (approximately Station 150+00 to Station 153+00). The project does not impact the Park-and-Ride Facility, but is adjacent to it. This project will extend the existing section of sidewalk at the northwest corner of SR 49 and Atwood Road to provide an ADA-compliant connection to the entrance to the Park-and-Ride Facility.

Utilities

The following utilities are within or adjacent to the project limits: natural gas, water, sewer, electrical and phone. Pacific Gas and Electric Company (PG&E), American Telephone and Telegraph, Inc. (AT&T), Sudden Link Communications, CVIN, Suddenlink, and Wave Broadband will be involved in positively locating the underground utility lines. Other utility companies that will be involved for verification only are: City of Auburn, Placer County Public Works, Placer County Water Agency, Nevada Irrigation District, Placer County Sewer District, and Charter Communications. For further details, see Attachment H - Right of Way Data Sheet.

7B. Rejected Alternatives

The No Build alternative would not provide pedestrian facilities, would not comply with ADA standards, and would not meet the project's purpose and need.

8. CONSIDERATIONS REQUIRING DISCUSSION

8A. Hazardous Waste

The Caltrans Office of Environmental Engineering - South (OEEES) prepared a Hazardous Waste Initial Site Assessment (ISA) in May 2016. Based on the review, two minor hazardous waste/material issues have been identified for the project: 1) removal of thermoplastic/paint striping; and 2) aerially deposited lead. To address these issues, SSP 84-9.03C “remove traffic stripes and pavement markings” and SSP 7-1.02K (6)(j)(iii) “earth material containing lead” will be edited and included in the final plan, specification and estimate (PS&E) package.

8B. Value Analysis

A value analysis study is not warranted or required for this project.

8C. Resource Conservation

Existing materials should be salvaged, where practical, and reused or stored for future use.

8D. Right-of-Way Issues

Permanent right-of-way acquisitions are anticipated for this project at 8 privately-owned commercial/industrial zoned parcels. There are 59 Temporary Construction Easements (TCEs) needed for construction. The TCEs are required for driveway conforms, sidewalk construction, and retaining wall construction. See Attachment H – Right of Way Data Sheet.

8E. Environmental Compliance

This project is Categorical Excluded under Class 1 of the California Environmental Quality Act (CEQA) guidelines and Categorical Excluded under the National Environmental Policy Act (NEPA). See Attachment E - Draft Environmental Document for more information.

8F. Air Quality Conformity

The project is exempt from all air quality conformity analysis requirements per Table 2 of 40 Code of Federal Regulations 9 (CFR) §93.126, subsection “Safety-pavement resurfacing and/or rehabilitation”. The project does not change traffic volumes, speeds or composition, and does not change the roadway alignment. Therefore, no impact is anticipated on air quality in the area and no further air quality analysis is required.

8G. Title VI Considerations

The project is compliant with Title VI requirements.

8H. Noise Abatement Decision Report

The project is not expected to result in any significant traffic noise impacts.

9. OTHER CONSIDERATIONS AS APPROPRIATE

9A. Public Hearing Process

On Thursday, February 7, 2019, in coordination with Placer County, the City of Auburn and Caltrans, the Placer County Transportation Planning Agency held a community Open House for the Highway 49 Sidewalk Gap Closure Project. The open house was held from 5:00 p.m. to 7:00 p.m. at Rock Creek Elementary School in Placer County.

The meeting was held in an “open house” format, with the project alignments broken up into eight information stations that were set up around the room where attendees could review the information and provide their input on the project.

The purpose of the community Open House was to talk with local property owners, residents, and business owners as well as pedestrians, bicyclists and motorists who travel on SR 49 in order to receive their input on design concepts. Attendees at the Open House visited information stations to learn about the Highway 49 Sidewalk Gap Closure Project and to review maps and illustrations of preliminary sidewalk improvements. Participants had an opportunity to discuss their questions with project team members and to contribute their ideas and input on the designs through post-it notes and comment cards.

In addition to the community Open House, seven stakeholder presentations were given:

- North Auburn Municipal Advisory Committee on January 8, 2019
- Auburn Meddlers Group on January 22, 2019
- Highway 49 Business Association on February 19, 2019
- Placer Partnership for Public Health Coalition on February 21, 2019
- Rock Creek Mobile Home Park on March 12, 2019
- Auburn Lions Club on May 14, 2019
- Auburn Rotary Club on August 29, 2019

9B. Route Matters

There are no new connections, freeway agreements, route adoptions or right-of-way relinquishments on the project.

9C. Permits

Encroachment permits from the City of Auburn and Placer County are needed for this project to conform to driveways, sidewalk conforms, curb ramps, and traffic handling.

Environmental Permits include:

- US Army Corps of Engineers Clean Water Act Nationwide Permit 14 (Linear Transportation Projects)
- Central Valley Regional Water Resources Control Board Water Quality Certification
- California Department of Fish and Wildlife Streambed Alteration Agreement

9D. Transportation Management Plan

A Transportation Management Plan (TMP) was prepared for this project in March 2019. This project has the potential to impact traffic. A detailed TMP will be developed during the design phase of this project. Some guidelines from the TMP are:

- Lane and shoulder closures will be allowed during daytime hours on weekdays, but they may be restricted during peak commute hours.
- Closing an adjacent lane will be required when working on the shoulders.
- Shoulder closures will be allowed, provided that work takes place far enough from the open traffic lanes.
- Lane closures will be performed in accordance with Standard Plan Sheet T11 “Traffic Control System for Lane Closure on Multilane Conventional Highways”.
- A minimum of one paved traffic lane, not less than 11 feet wide, shall be opened for the use of public traffic.
- The use of k-rail is recommended to protect construction workers from through traffic.
- When k-rail is used as a separation barrier between the work zone and the traveled way, there is no closure time restriction.
- No lane, shoulder or any other traffic restrictions will be allowed on special days, designated holidays and the day preceding designated holidays, and when construction operations are not actively in progress.
- The maximum length of any lane closure shall be limited to one mile.
- When closures occur within 200 feet of an intersection, flaggers will be used to control all legs of the intersection.
- Access to cross streets and driveways shall be maintained during construction.
- Pedestrian and bicycle access must be maintained during construction.
- Portable Changeable Message Signs (PCMS) will be required in the direction of traffic during construction for each lane or shoulder closure and must be placed prior to any closure.
- Coordinating with adjacent projects within, or nearby the project limits will be required to avoid conflicts.
- Work at this location may require the assistance of the Construction Zone Enhanced Enforcement Program (COZEEP), but a full-time COZEEP presence is not anticipated.
- Specifications, detailed lane requirement charts and a cost estimate will be developed for the final TMP prior to PS&E (M377).

9E. Storm Water Management

This project will be designed in conformance with the National Pollutant Discharge Elimination System (NPDES) requirements. Original line and grade and hydraulic capacity will change slightly in some locations. Disturbed soil areas (DSA) will be greater than an acre. Thus, a Storm Water Pollution Plan (SWPPP) is required. Appropriate Best Management Practices (BMPs), both temporary and permanent, will be implemented during construction.

9F. Complete Streets

As mentioned in Section 3 – Background, Caltrans is committed to transportation investments that meet livability and sustainability goals. Through partnership with city and local agencies, enhancements to SR 49 related to complete streets have been identified. In this project, pedestrian facilities will be constructed or upgraded to comply with the American with Disabilities Act. The project will construct sidewalks to provide a continuous ADA compliant path of travel for pedestrians throughout the project limits. Additional complete street features include upgraded and new curb ramps and ADA compliant traffic signal modifications.

10. FUNDING, PROGRAMMING AND ESTIMATE

Funding

This project is eligible for federal-aid funding. Funding for the project has been secured from the Active Transportation Program Cycle 4.

Table 6 – Funding Estimate									
Fund Source	Fiscal Year Estimate								
20.30.720	Prior	18/19	19/20	20/21	21/22	22/23	3/24	Future	Total
Component	In thousands of dollars (\$1,000)								
PA&ED Support	640								640
PS&E Support			860						860
Right-of-Way Support			150	100	100				350
Construction Support					1,000				1,000
Right-of-Way				100	400				500
Construction					13,320				13,320
Total	640		1,010	200	14,820				16,670

The values above are current programmed amounts

Estimate

The major construction items are:

- Structural Concrete (Retaining Walls) (8%)
- Reinforced Concrete Pipe (13%)
- Minor Concrete (Sidewalk) (7%)
- Pedestrian Bridge (3%)
- Utility Relocation (5%)

The cost estimate can be found in Attachment E – Preliminary Cost Estimate.

11. DELIVERY SCHEDULE

Table 7 – Delivery Schedule			
Project Milestones		Milestone Date (Month/Day/Year)	Milestone Designation (Target/Actual)
BEGIN ENVIRONMENTAL	M020	3/19/2018	A
PA & ED	M200	10/25/2019	T
BEGIN STRUCTURE	M215	10/25/2019	T
PS&E TO DOE	M377	7/15/2021	T
PROJECT PS&E	M380	8/15/2021	T
RIGHT-OF-WAY CERTIFICATION	M410	8/15/2021	T
READY TO LIST	M460	9/30/2021	T
AWARD	M495	11/25/2021	T
APPROVE CONTRACT	M500	12/23/2021	T
CONTRACT ACCEPTANCE	M600	3/01/2023	T
END PROJECT EXPENDITURES	M800	6/01/2023	T
FINAL PROJECT CLOSEOUT	M900	12/16/2023	T

12. RISKS

A Risk Register was prepared for the project. See Attachment J – Risk Register for more information.

13. EXTERNAL AGENCY COORDINATION

The project requires the following coordination:

US Army Corps of Engineers
 Department of the Army Permit for:
 Clean Water Act Section 404
 Nationwide Permit

California Department of Fish and Wildlife
 California Fish and Game Code Section 1602
 Lake or Streambed Alteration Agreement

Regional Water Quality Control Board
 Clean Water Act Section 401
 Water Quality Certification

Local Agency
 Cooperative Agreements with Placer County Transportation Planning Agency

14. PROJECT REVIEWS

A scoping team field review was held on May 22, 2018. The meeting was attended by Project Development Team representatives from Placer County Transportation Planning Agency, Caltrans, Placer County and City of Auburn.

15. PROJECT PERSONNEL

Table 8 – Project Personal		
Name	Title	Phone #
Aaron Hoyt	Project Manager (PCTPA)	(530) 823-4032
Samuel Vandell	Project Manager (Caltrans)	(530) 741-4593
Lucas Fuson	Project Manager (Wood Rodgers)	(916) 326-5426
Scott Mann	Design Oversight (Caltrans)	(530) 741-5181
Kelly McNally	Senior Environmental Planner (Caltrans)	(530) 741-4134
Bernie Schroeder	City of Auburn Public Works and Planning Director	(530) 823-4211
Rich Morehead	Placer County Public Works	(530) 745-7533
Dean Zurcher	Project Engineer (Wood Rodgers)	(916) 326-4492
Matt Franck	Environmental Analysis (Jacobs)	(916) 468 8187
Douglas Bortz	Senior Right of Way Agent (Caltrans)	(530) 741-4419

16. ATTACHMENTS

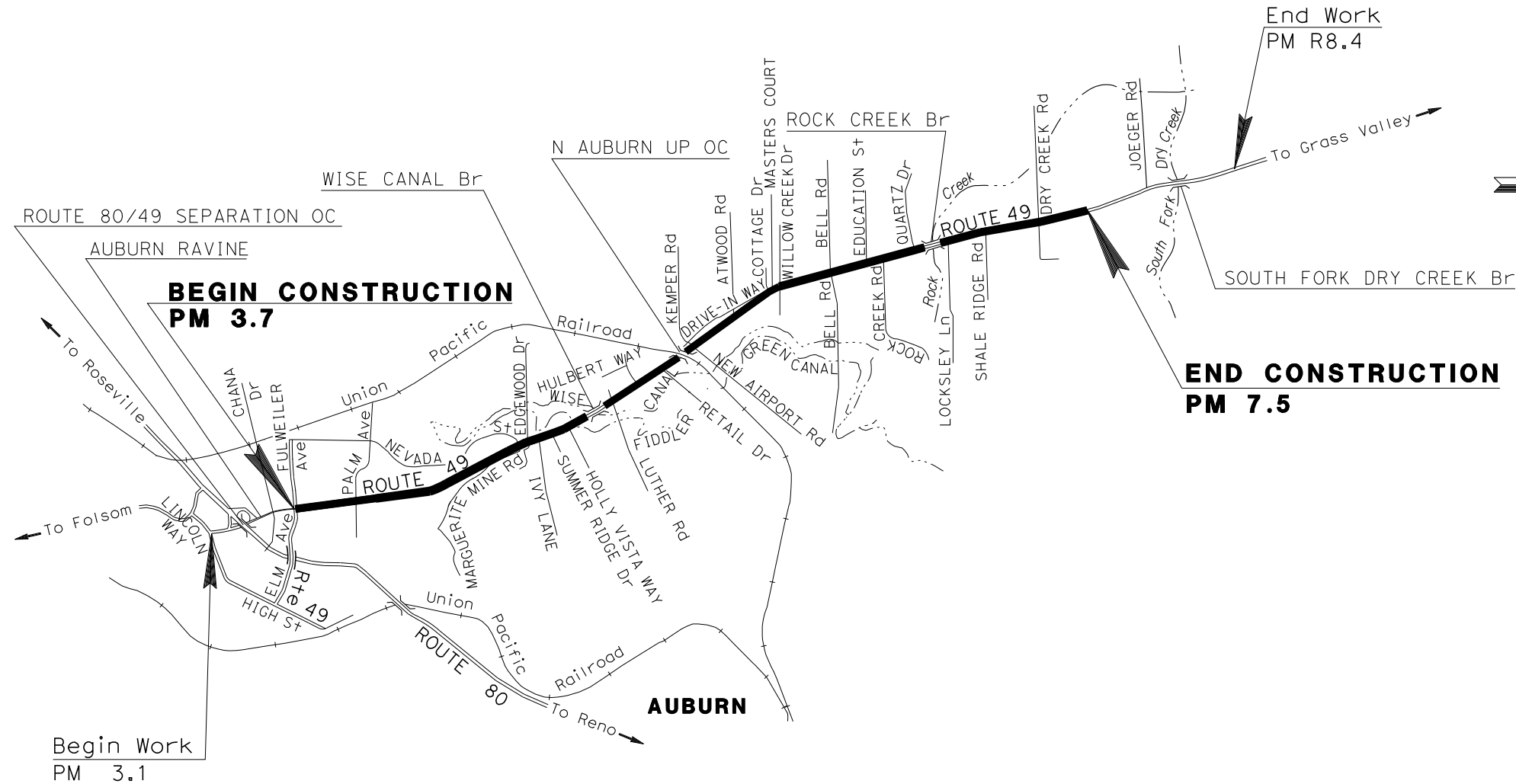
- A. Title Sheet
- B. Typical Cross Sections
- C. Layouts
- D. Structure Advanced Planning Studies
- E. Preliminary Cost Estimate
- F. Draft Environmental Document
- G. Storm Water Data Report Cover Sheet
- H. Right of Way Datasheet
- I. Transportation Management Plan
- J. Risk Register
- K. Cooperative Agreement

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN PLACER COUNTY
IN AND NEAR AUBURN
FROM 0.1 MILE SOUTH OF ROUTE 80/49 SEPARATION
TO 0.1 MILE NORTH OF DRY CREEK ROAD

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	Plc	49	3.7/7.5	1	

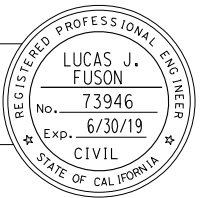
LOCATION MAP



NO SCALE

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

PROJECT ENGINEER DATE
 REGISTERED CIVIL ENGINEER



PLANS APPROVAL DATE
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CONTRACT No. **03-3H8300**
 PROJECT ID **0318000075**

Attachment B – Typical Cross Sections

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Caltrans
 CONSULTANT FUNCTIONAL SUPERVISOR: LUKE FUSON
 CHECKED BY: LUKE FUSON
 DESIGNED BY: DEAN A. ZURCHER
 REVISIONS: DEAN A. ZURCHER, LUKE FUSON
 REVISIONS: DEAN A. ZURCHER, LUKE FUSON

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	Pia	49	3.7/7.5		

REGISTERED CIVIL ENGINEER DATE: _____
 DEAN A. ZURCHER
 No. 86371
 Exp. 3-31-21
 CIVIL
 STATE OF CALIFORNIA

PLANS APPROVAL DATE: _____

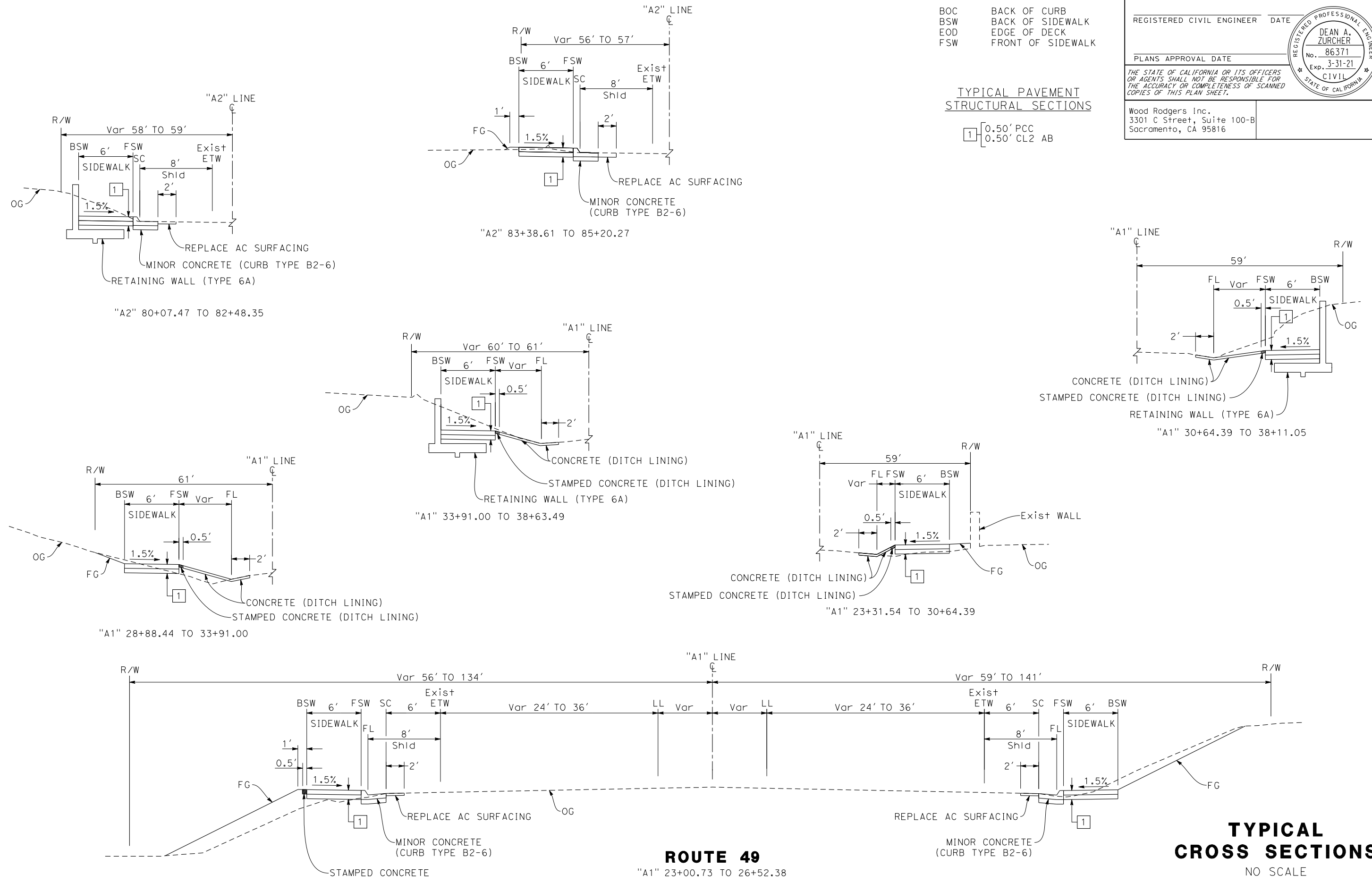
WOOD RODGERS INC.
 3301 C STREET, SUITE 100-B
 SACRAMENTO, CA 95816

ABBREVIATIONS

- BOC BACK OF CURB
- BSW BACK OF SIDEWALK
- EOD EDGE OF DECK
- FSW FRONT OF SIDEWALK

TYPICAL PAVEMENT STRUCTURAL SECTIONS

- 1 0.50' PCC
- 2 0.50' CL2 AB



TYPICAL CROSS SECTIONS
 NO SCALE

X-1

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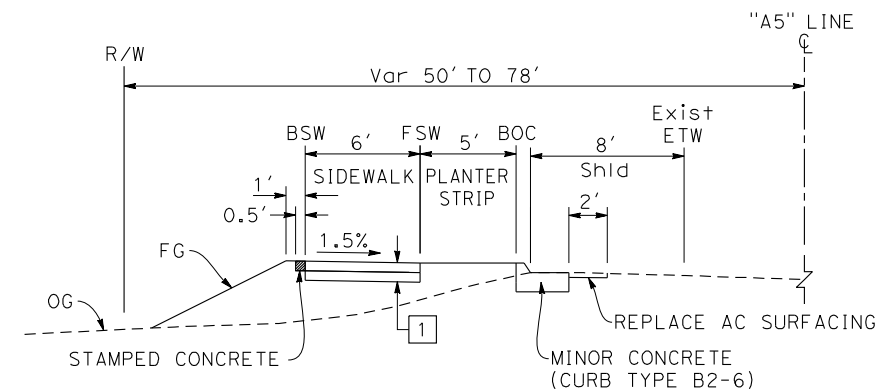
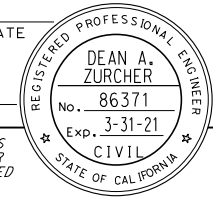
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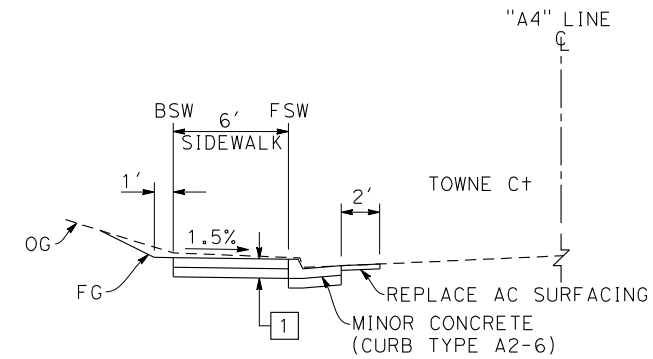
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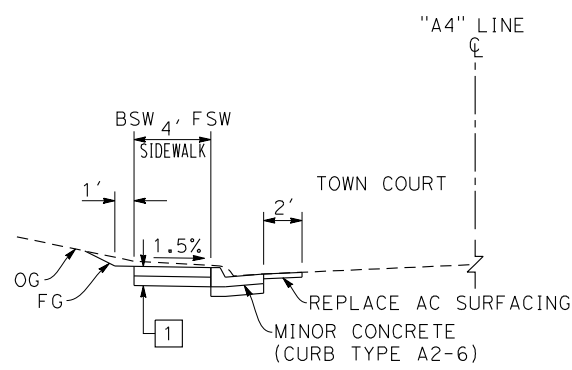
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Sacramento, CA 95816



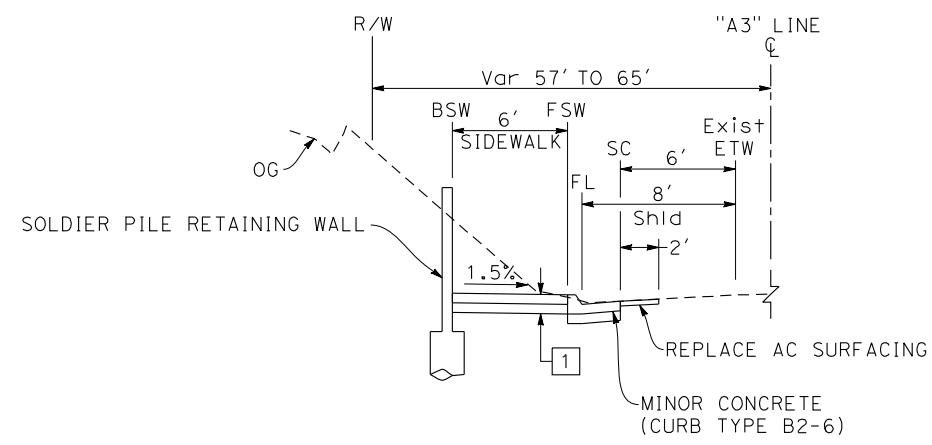
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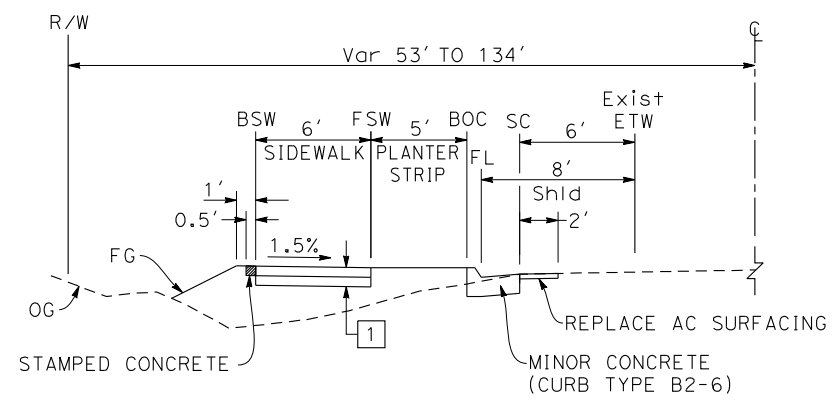
"A4" 185+58.56 TO 190+42.42



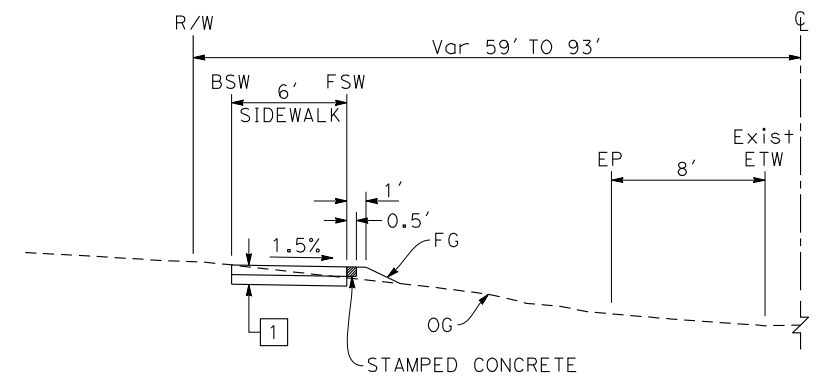
"A4" 191+12.70 TO 197+49.23



"A3" 136+49.73 TO 139+45.00



"A3" 149+27.15 TO 154+34.68
"A4" 176+97.08 TO 184+26.70
"A5" 215+40.00 TO 223+62.51



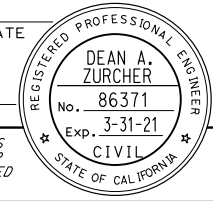
"A4" 169+70.91 TO 175+24.49
"A5" 204+42.26 TO 205+15.51
"A5" 205+96.47 TO 206+42.78

TYPICAL CROSS SECTIONS
NO SCALE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	DESIGNED BY	REVISOR
LUKE FUSON	DEAN A. ZURCHER	LUKE FUSON
CONSULTANT FUNCTIONAL SUPERVISOR	CHECKED BY	DATE
LUKE FUSON	LUKE FUSON	
REVISIONS	DATE	REVISIONS

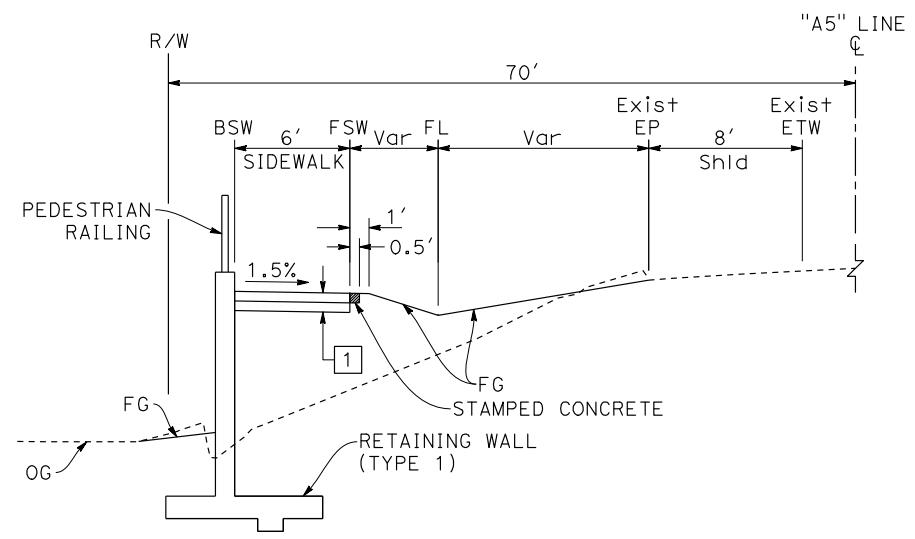
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03	Plac	49	3.7/7.5		

REGISTERED CIVIL ENGINEER DATE _____
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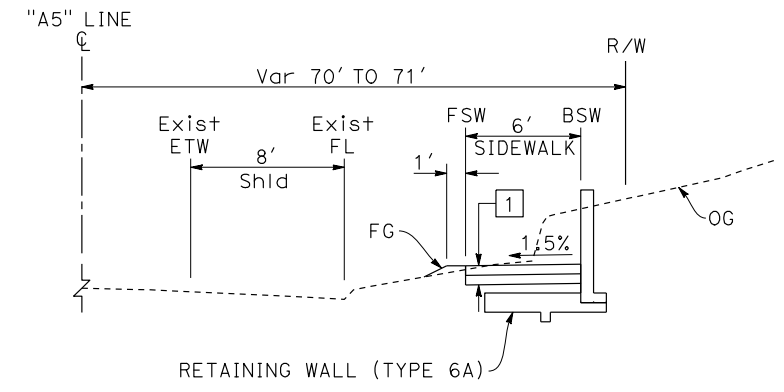


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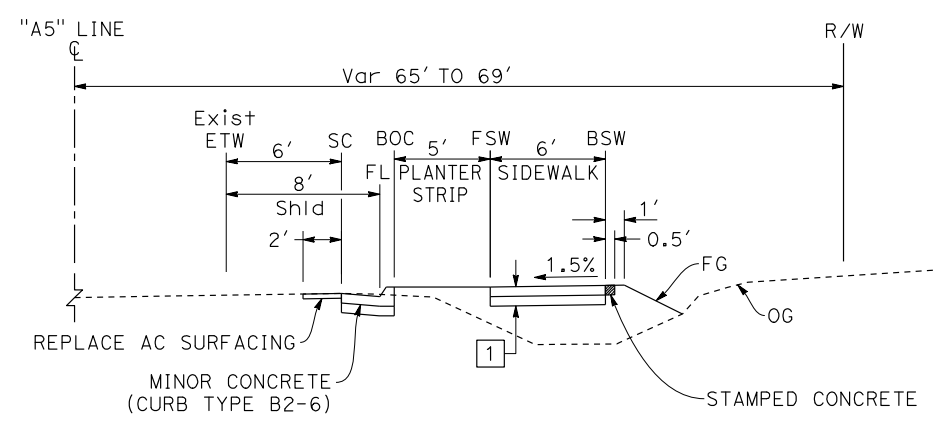
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 Caltrans®
 CONSULTANT FUNCTIONAL SUPERVISOR LUKÉ FUSON
 CHECKED BY LUKÉ FUSON
 CALCULATED-DESIGNED BY LUKÉ FUSON
 REVISOR DEAN A. ZURCHER
 DATE REVISED LUKÉ FUSON



"A5" 224+20.37 TO 229+53.94



"A5" 225+52.41 TO 226+52.38



"A5" 217+86.18 TO 224+80.00

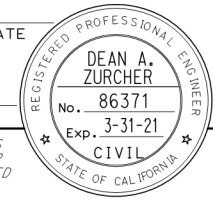
ROUTE 49

TYPICAL CROSS SECTIONS
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PLANS APPROVAL DATE

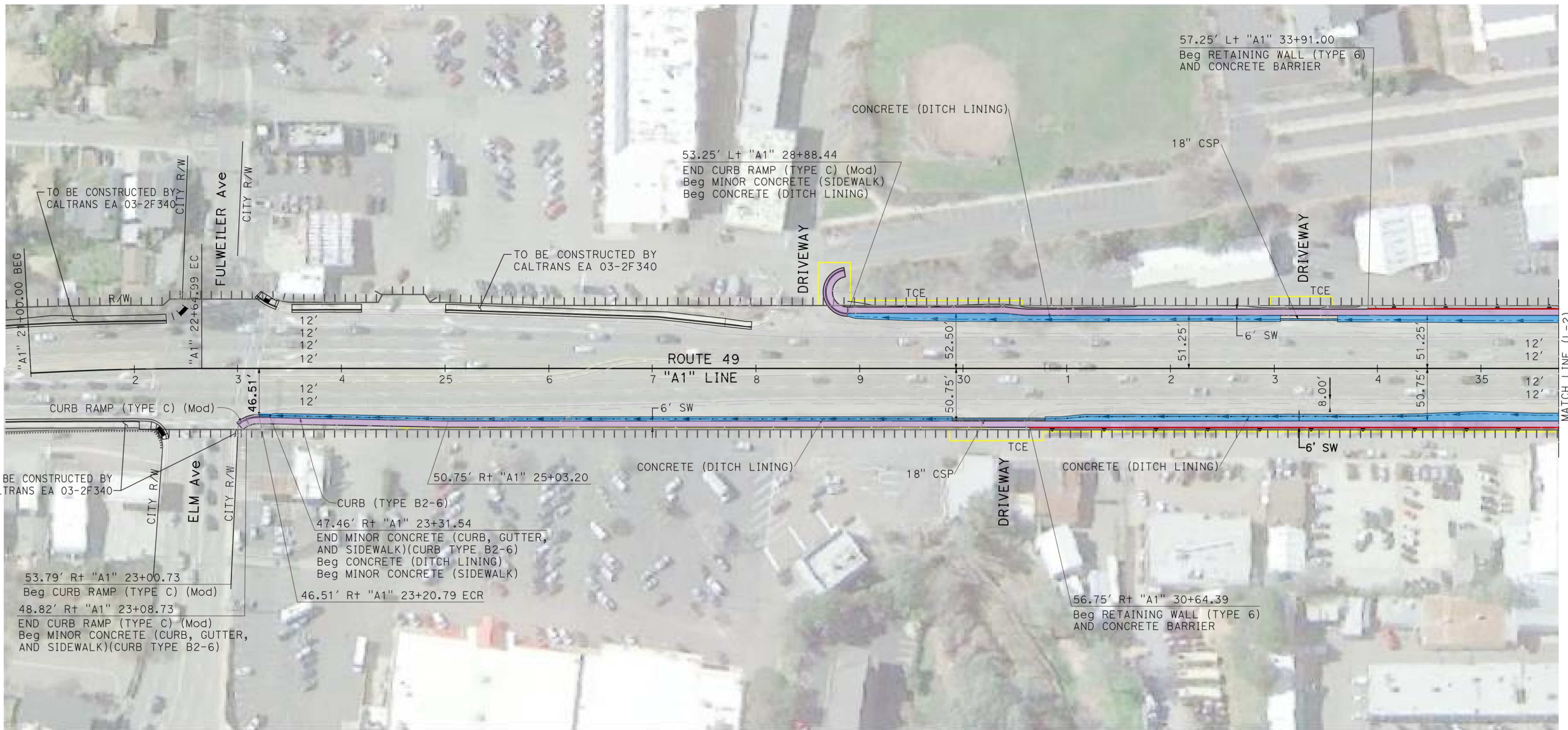
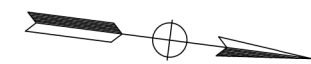


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LEGEND

- SIDEWALK, CURB, AND GUTTER
- DITCH SLOPE PAVING
- RETAINING WALL
- PLANTER STRIP
- PEDESTRIAN BRIDGE
- PROPOSED STATE RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- EXISTING STATE RIGHT OF WAY



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 REVISIONS: REVISOR, DATE, REVISIONS, DATE

LAYOUT
SCALE: 1"=50'
L-1

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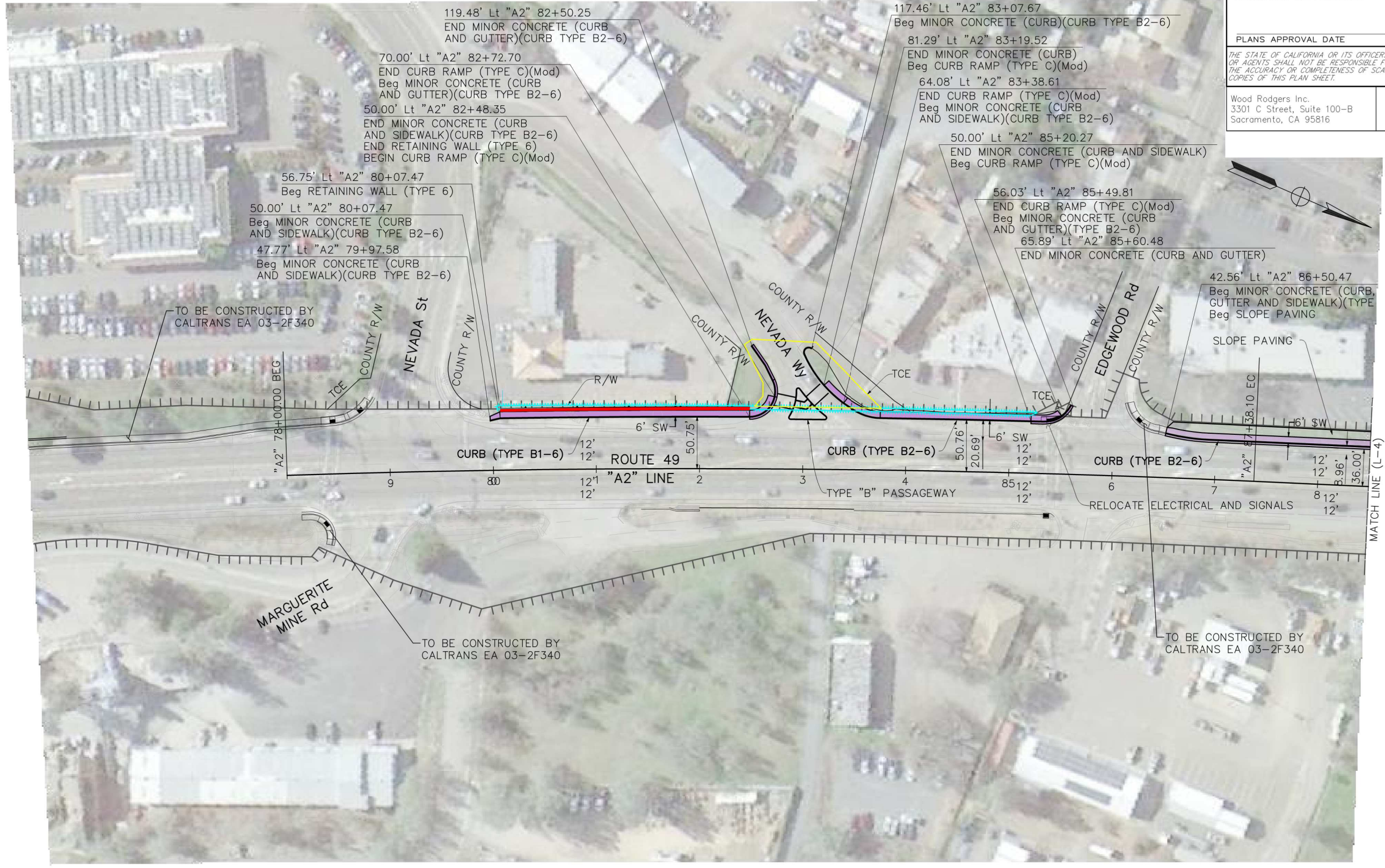
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03	Pla	49	3.7/7.5	XXX	

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	Pla	49	3.7/7.5	XXX	
REGISTERED CIVIL ENGINEER DATE					
PLANS APPROVAL DATE					
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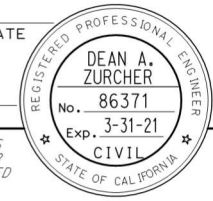
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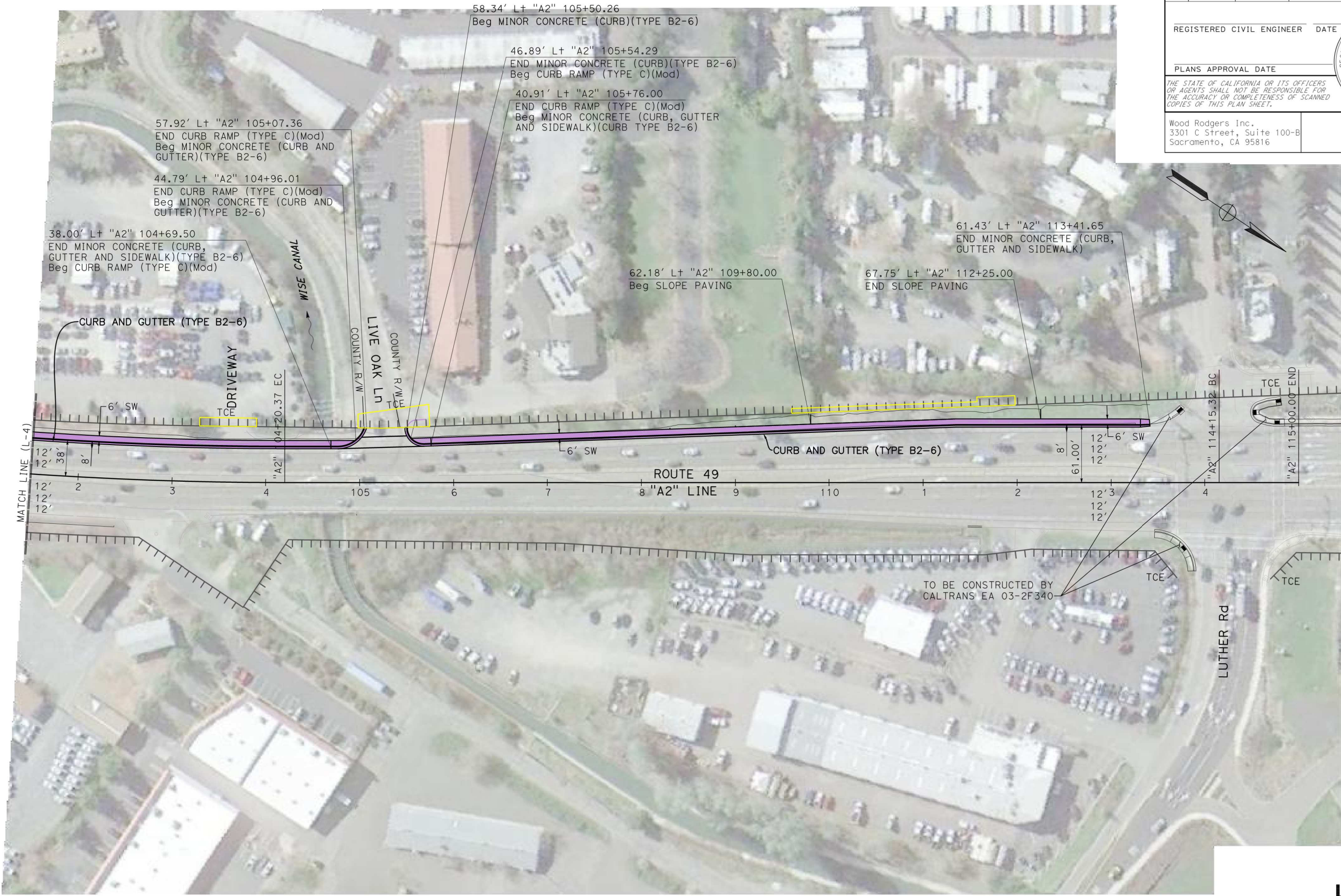
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PLANS APPROVAL DATE

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	CHECKED BY	LUKE FUSON	DATE REVISOR

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DGN FILE => #REQUEST



UNIT 0000

PROJECT NUMBER & PHASE

03180000751

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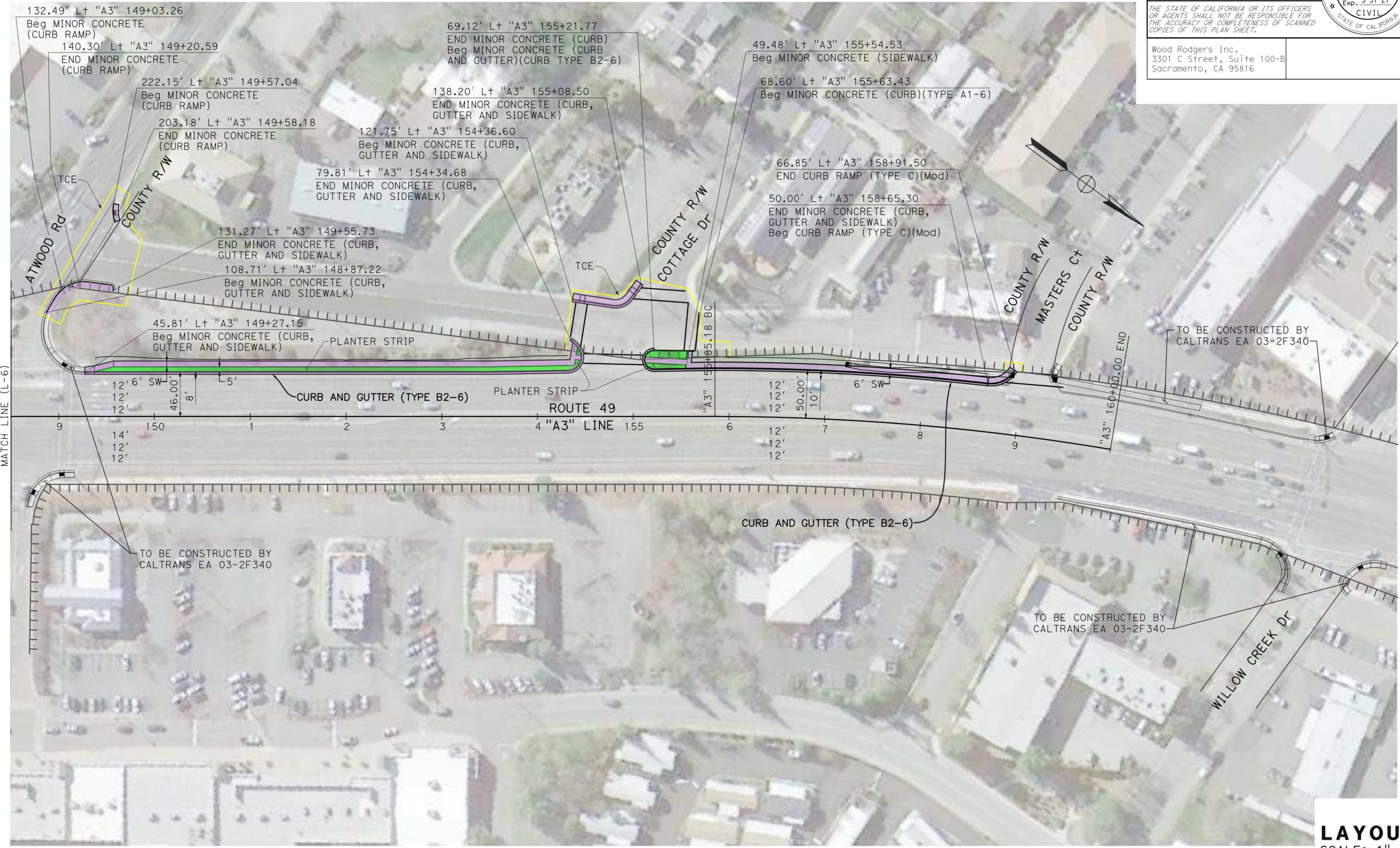
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03	Pla	49	3.7/7.5	XXX	

REGISTERED CIVIL ENGINEER DATE _____

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REVISOR LUKE FUSON

DATE REVISED

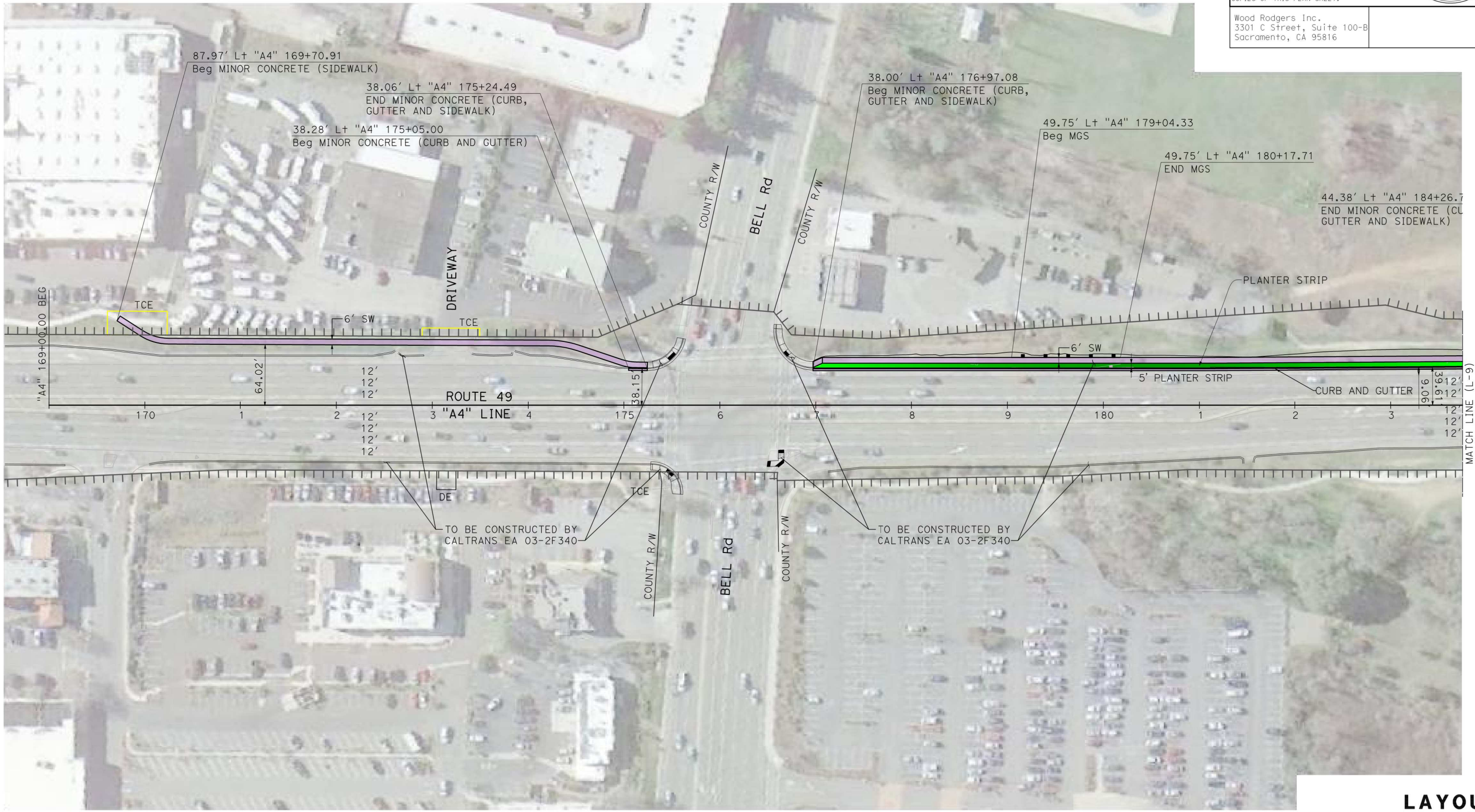
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 3301 C Street, Suite 100-B
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		CHECKED BY	DATE REVISION



LAYOUT
 SCALE: 1"=50'
L-8

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
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 Exp. 3-31-21
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TO BE CONSTRUCTED BY CALTRANS EA 03-2F340

TO BE CONSTRUCTED BY CALTRANS EA 03-2F340

TO BE CONSTRUCTED BY CALTRANS EA 03-2F340

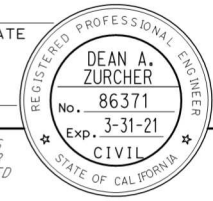
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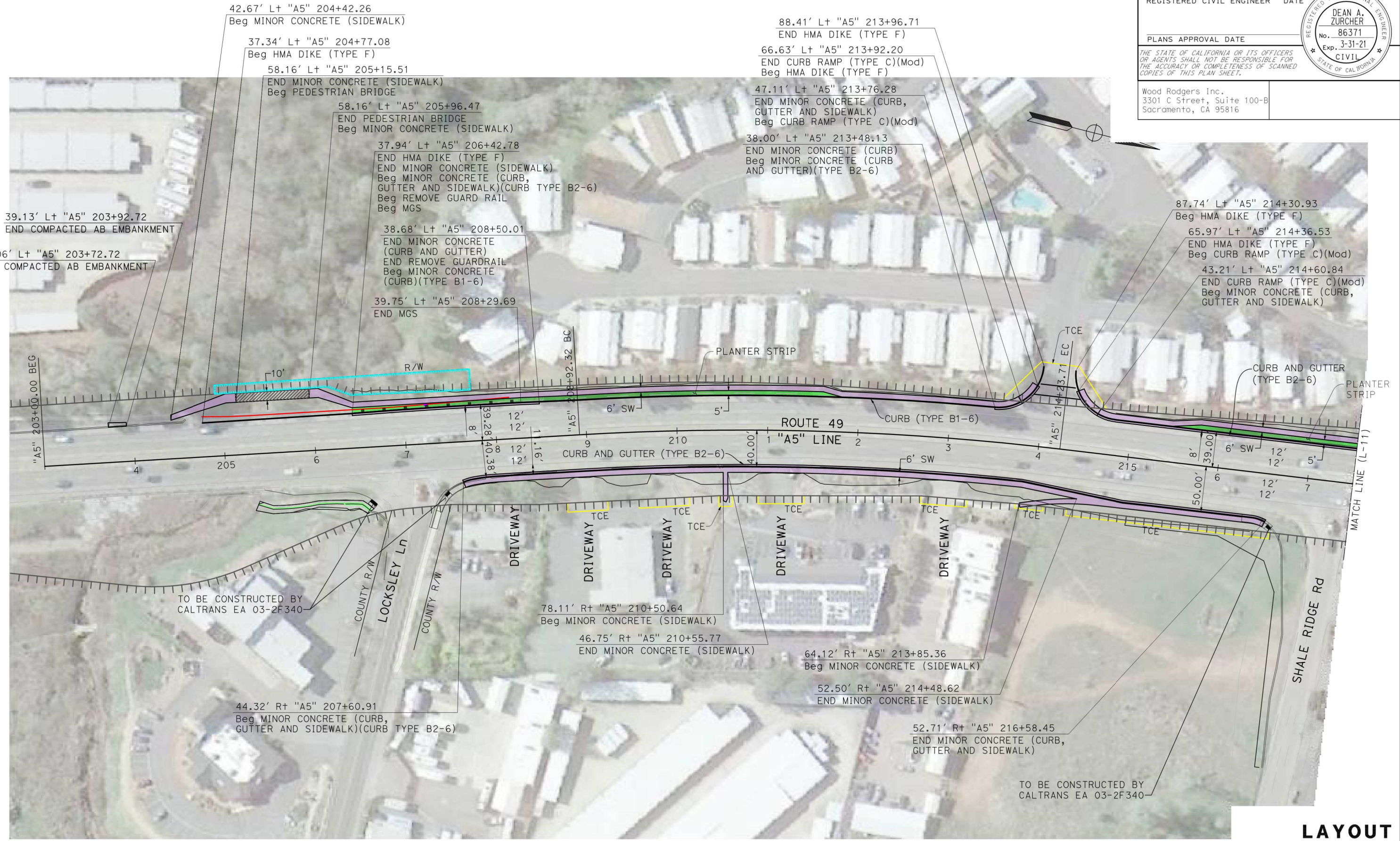
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CHECKED BY: LUKE FUSON

DESIGNED BY: DEAN A. ZURCHER

REVISOR: LUKE FUSON

DATE: 7/2/2010

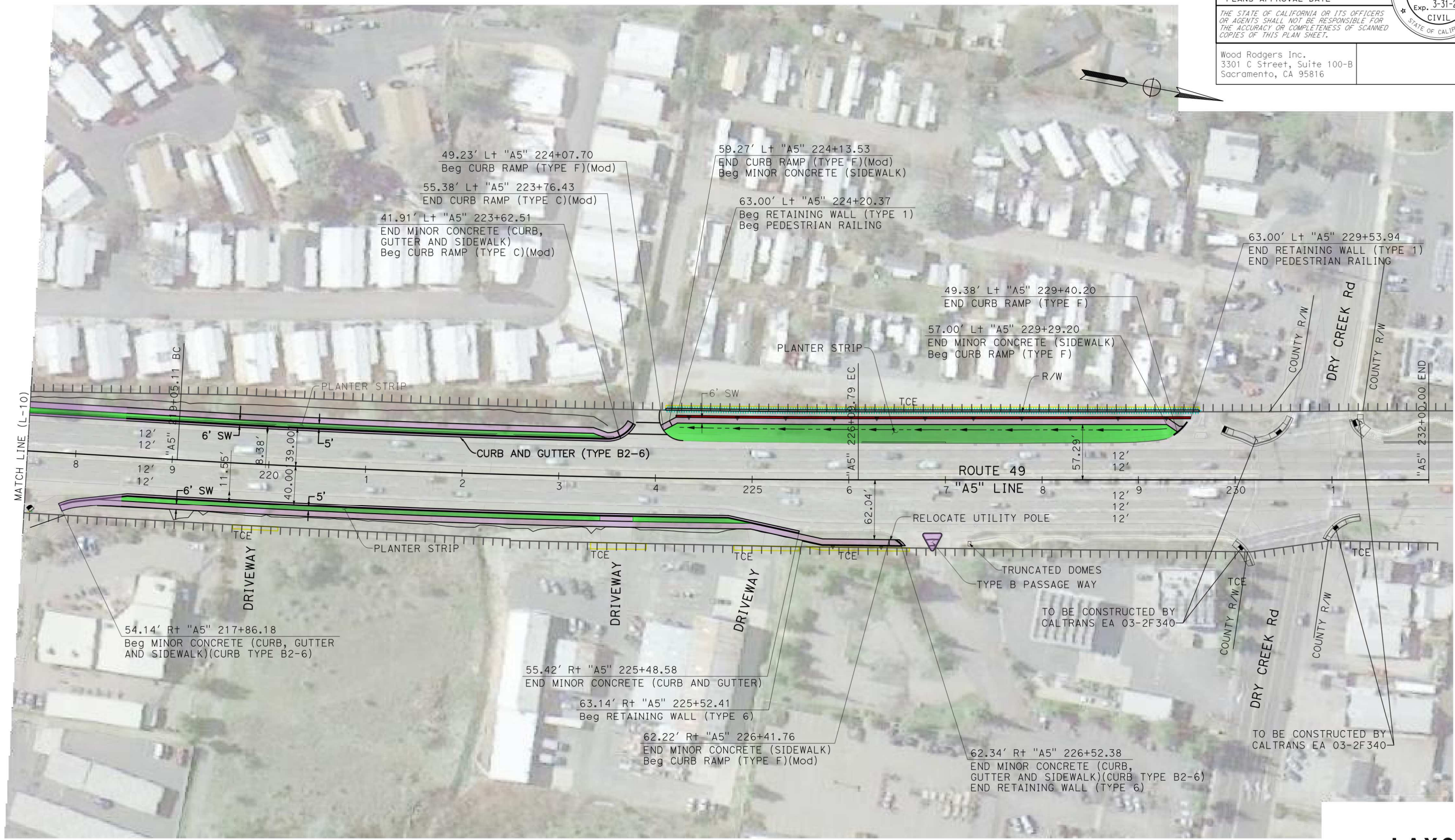
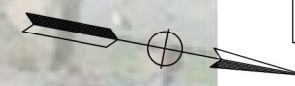


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REGISTERED CIVIL ENGINEER DATE _____
 DEAN A. ZURCHER
 No. 86371
 Exp. 3-31-21
 CIVIL
 STATE OF CALIFORNIA

PLANS APPROVAL DATE _____
 Wood Rodgers Inc.
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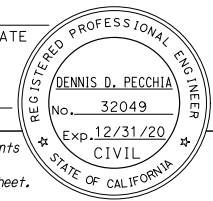


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 Caltrans
 CONSULTANT SUPERVISOR: LUKE FUSON
 CALCULATED-DRAWN BY: DEAN A. ZURCHER
 CHECKED BY: LUKE FUSON
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 REVISIONS: (None listed)
 REVISIONS: (None listed)

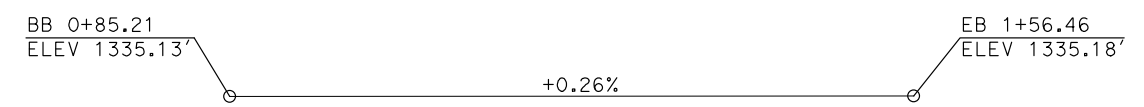
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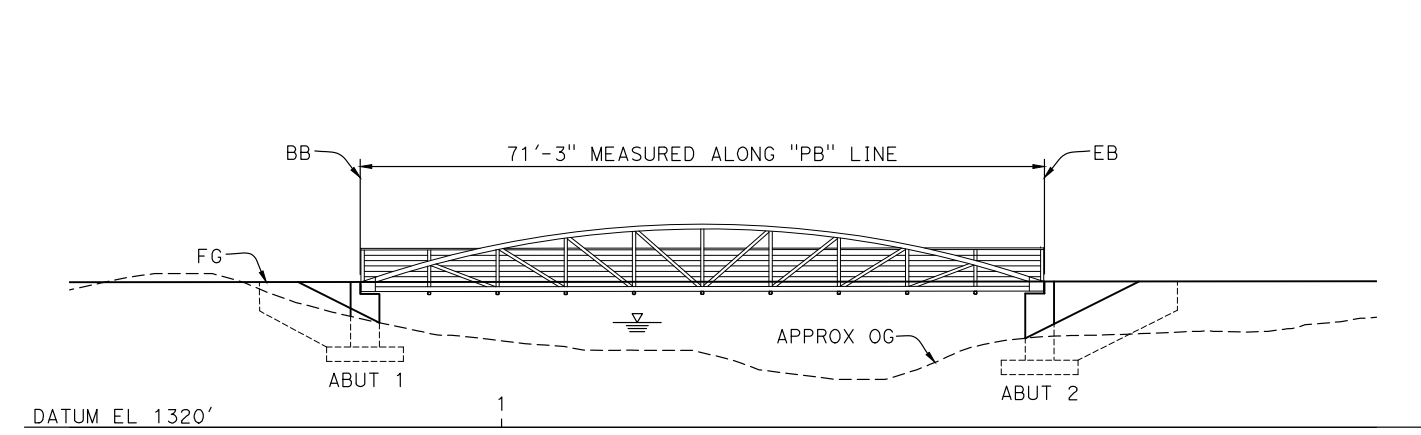
REGISTERED CIVIL ENGINEER DATE _____
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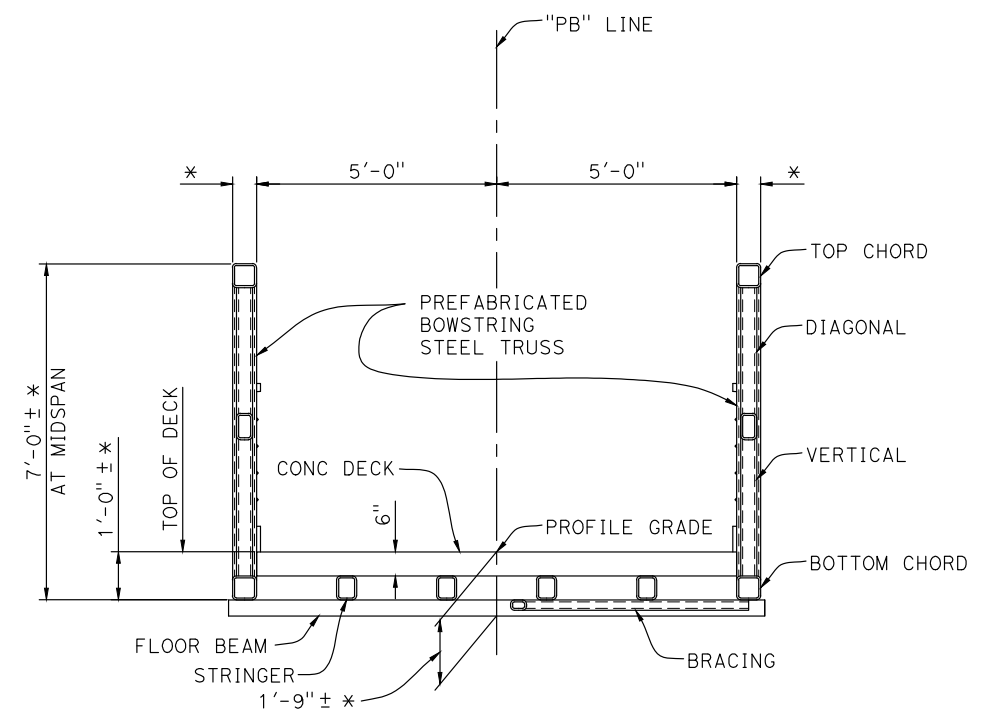
Wood Rodgers Inc.
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PROFILE
NO SCALE

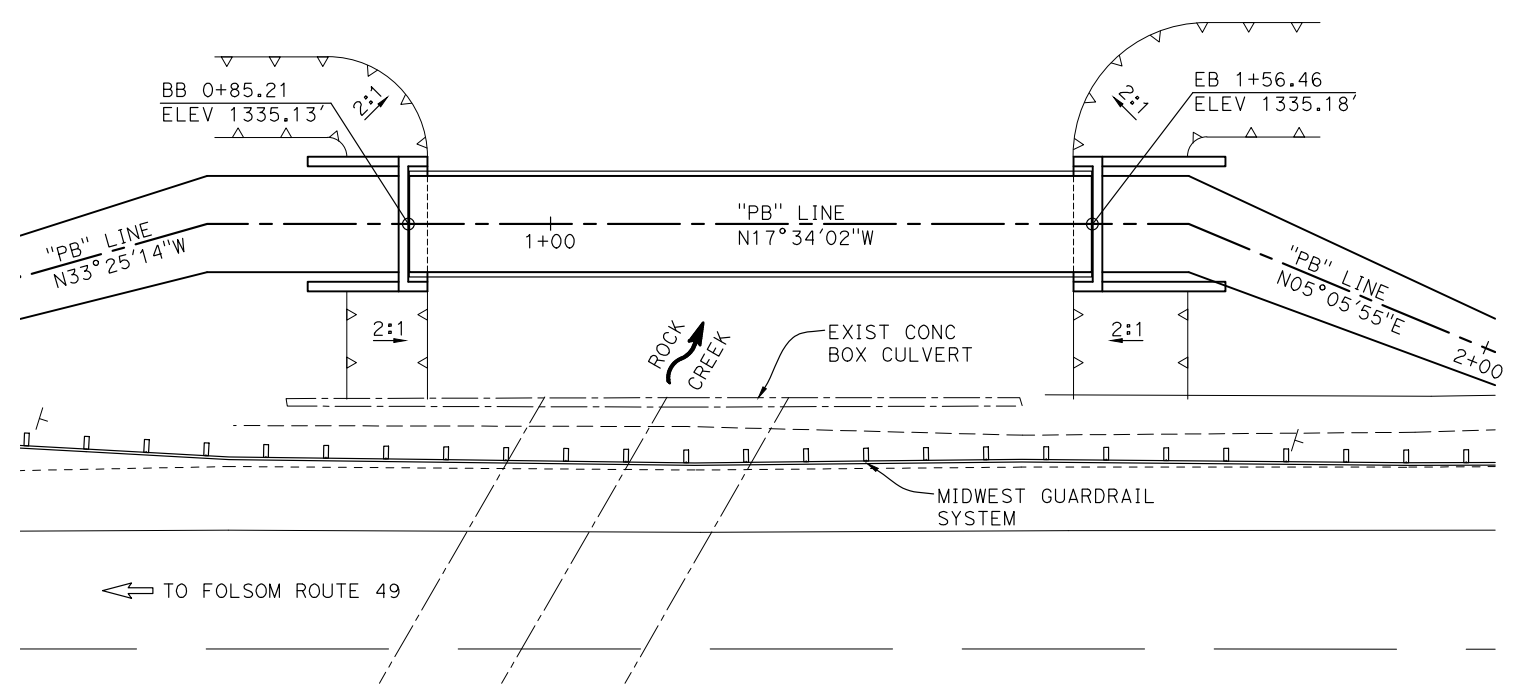


ELEVATION
1" = 10'



* TO BE DETERMINED BY PREFABRICATED BRIDGE SUPPLIER

TYPICAL SECTION
1/2" = 1'-0"



PLAN
1" = 10'

DESIGN OVERSIGHT SIGN OFF DATE	DESIGN	BY G. MURDOCK	CHECKED D. PECCHIA	LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING: HL93 W/"LOW-BOY"; PERMIT DESIGN VEHICLE	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	BRIDGE NO.	ALTERNATIVE 1 PEDESTRIAN BRIDGE			
	DETAILS	BY G. MURDOCK	CHECKED D. PECCHIA	LAYOUT	BY G. MURDOCK		CHECKED D. PECCHIA		POST MILES	GENERAL PLAN	
	QUANTITIES	BY G. MURDOCK	CHECKED D. PECCHIA	SPECIFICATIONS	BY D. PECCHIA		PLANS AND SPECS COMPARED D. PECCHIA		CONTRACT NO.:		
DESIGN GENERAL PLAN SHEET (ENGLISH) (REV. 03/14/12)						UNIT: PROJECT NUMBER & PHASE:	CONTRACT NO.:		REVISION DATES	SHEET	OF

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



FILE ->GP-01

DISREGARD PRINTS BEARING EARLIER REVISION DATES

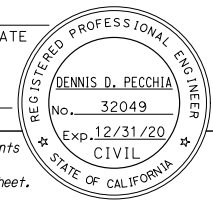
DATE PLOTTED -> April 25, 2019 TIME PLOTTED -> 9:52 AM USERNAME -> Jose Mendoza

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No	TOTAL SHEETS
03	PLA	49	3.7 / 7.5		

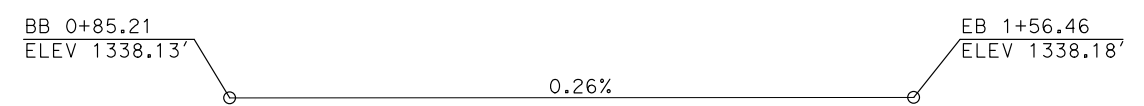
REGISTERED CIVIL ENGINEER DATE _____

PLANS APPROVAL DATE _____

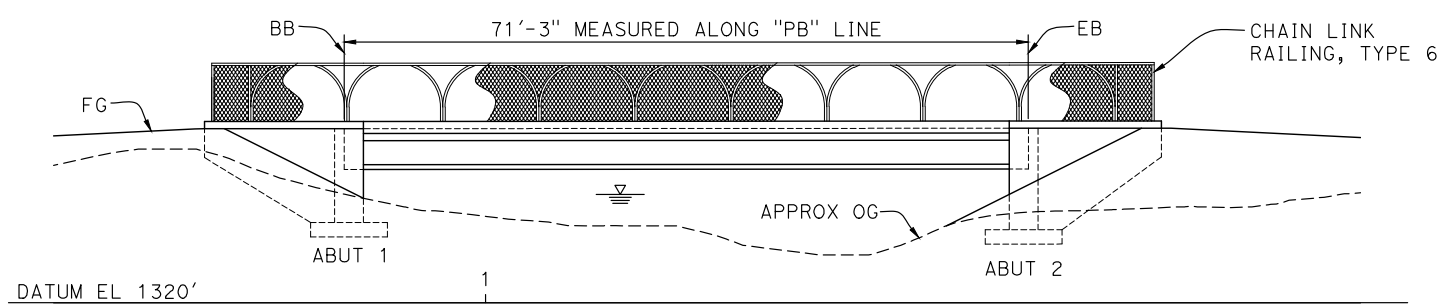
The State of California or its officers or agents shall not be responsible for the accuracy or completeness of scanned copies of this plan sheet.



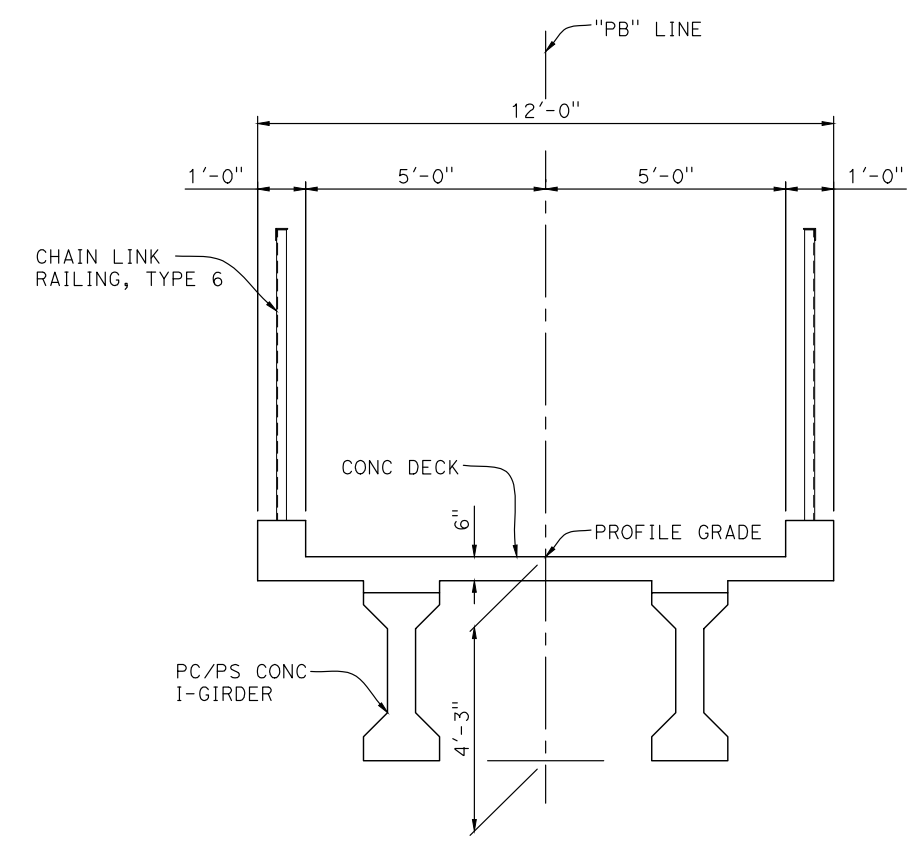
Wood Rodgers Inc.
3301 C Street, Suite 100-B
Sacramento, CA 95816



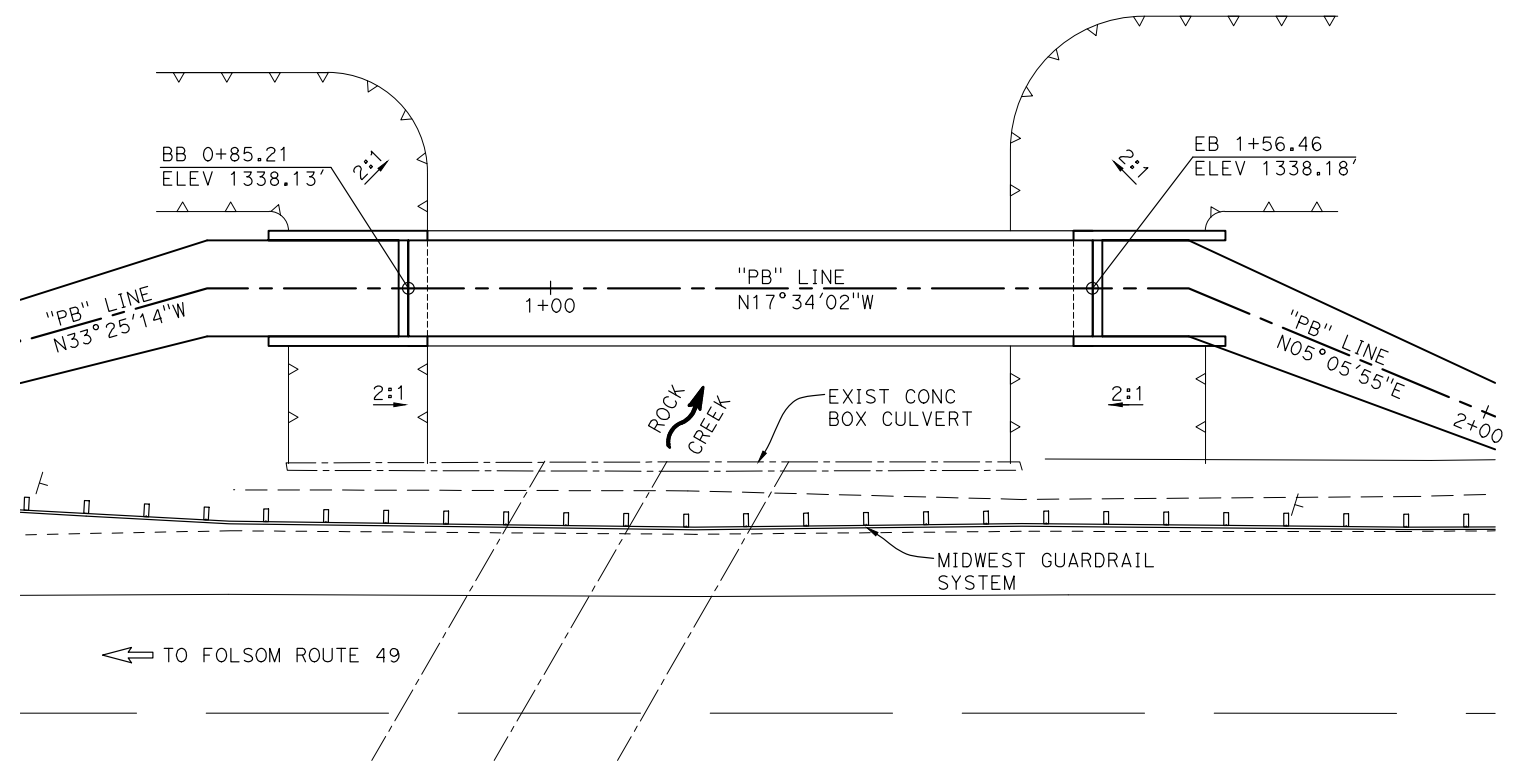
PROFILE
NO SCALE



ELEVATION
1" = 10'



TYPICAL SECTION
1/2" = 1'-0"



PLAN
1" = 10'

DESIGN OVERSIGHT	DESIGN	BY G. MURDOCK	CHECKED D. PECCHIA
SIGN OFF DATE	DETAILS	BY G. MURDOCK	CHECKED D. PECCHIA
	QUANTITIES	BY G. MURDOCK	CHECKED D. PECCHIA

LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING: HL93 W/"LOW-BOY"; PERMIT DESIGN VEHICLE	BY G. MURDOCK	CHECKED D. PECCHIA
LAYOUT		BY G. MURDOCK	CHECKED D. PECCHIA
SPECIFICATIONS		BY D. PECCHIA	PLANS AND SPECS COMPARED D. PECCHIA

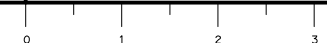
PREPARED FOR THE
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PROJECT ENGINEER	BRIDGE NO.	ALTERNATIVE 2 PEDESTRIAN BRIDGE
	POST MILES	GENERAL PLAN

UNIT: PROJECT NUMBER & PHASE:	CONTRACT NO.:	REVISION DATES	SHEET	OF
FILE -> GP-02				

DESIGN GENERAL PLAN SHEET (ENGLISH) (REV. 03/14/12)

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



DISREGARD PRINTS BEARING EARLIER REVISION DATES

DATE PLOTTED -> April 25, 2019 TIME PLOTTED -> 9:52 AM USERNAME -> Jose Mendoza

**PROJECT
PLANNING COST ESTIMATE ©**

EA: 03-3H830

EA: 03-3H830 PID:

PID:

District-County-Route: 03-PLA-49

PM: 3.7-7.5

Type of Estimate : Project Report

Program Code : 20.xx.201.120

Project Limits : PLA, PM 3.7 to PM 7.5

Project Description: This project proposes to construct 2.8 miles of sidewalk and ADA improvements along State Route 49 between PM 3.7 and PM 7.5 in the City of Auburn and Placer County. The proposed work includes: New sidewalk, sidewalk and driveway improvements, curb ramps, pedestrian bridge, pedestrian passageways, curb and gutter, asphalt dikes, concrete ditches, culverts, retaining walls, midwest guardrail system, utility and signal relocation, landscaping and irrigation, slope paving, crosswalk striping, and bus stop relocation.

Scope : ADA Improvements

Alternative : Build

SUMMARY OF PROJECT COST ESTIMATE

	<u>Current Year Cost</u>	<u>Escalated Cost</u>
TOTAL ROADWAY COST	\$ 12,137,300	\$ 13,731,730
TOTAL STRUCTURES COST	\$ 370,270	\$ 418,911
SUBTOTAL CONSTRUCTION COST	\$ 12,507,570	\$ 14,150,641
TOTAL RIGHT OF WAY COST	\$ 1,559,917	\$ 1,586,217
TOTAL CAPITAL OUTLAY COSTS	\$ 14,068,000	\$ 15,737,000
PA/ED SUPPORT	\$ 640,000	\$ 640,000
PS&E SUPPORT	\$ 860,000	\$ 860,000
RIGHT OF WAY SUPPORT	\$ 650,000	\$ 730,000
CONSTRUCTION SUPPORT	\$ 1,000,000	\$ 1,131,370
TOTAL SUPPORT COST	\$ 3,150,000	\$ 3,362,000

TOTAL PROJECT COST	\$ 17,250,000	\$ 19,100,000
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Programmed Amount

Month / Year

Date of Estimate (Month/Year) _____ 3 / 2019

Estimated Construction Start (Month/Year) _____ 3 / 2021

Number of Working Days = 120

Estimated Mid-Point of Construction (Month/Year) _____ 5 / 2021

Estimated Construction End (Month/Year) _____ 12 / 2023

Number of Plant Establishment Days 90

Estimated Project Schedule

PID Approval
PA/ED Approval
PS&E
RTL
Begin Construction

Reviewed by District O.E. or Cost Estimate Certifier	Lucas Fuson, P.E.	11/9/2019	(916) 326-5426
	Office Engineer / Cost Estimate Certifier	Date	Phone

Approved by Project Manager	Mark Rayback, P.E.	11/9/2019	(916) 440-8131
	Project Manager	Date	Phone

SECTION 1: EARTHWORK

Item code	Unit	Quantity		Unit Price (\$)		Cost
190101 Roadway Excavation	CY	4,200	x	35.00	= \$	147,000
198010 Imported Borrow	CY	2,730	x	25.00	= \$	68,250
192037 Structure Excavation (Retaining Wall)	CY	3,083	x	100.00	= \$	308,300
193013 Structure Backfill (Retaining Wall)	CY	2,624	x	140.00	= \$	367,360
16010X Clearing & Grubbing	LS	1	x	100,000.00	= \$	100,000

TOTAL EARTHWORK SECTION ITEMS	\$	991,000
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SECTION 2: PAVEMENT STRUCTURAL SECTION

Item code	Unit	Quantity		Unit Price (\$)		Cost
390132 Hot Mix Asphalt (Type A)	TON	3	x	1,000.00	= \$	3,000
260202 Class 2 Aggregate Base	TON	2,550	x	80.00	= \$	204,000
397005 Tack Coat	TON	2	x	2,000.00	= \$	4,000
394077 Place Hot Mix Asphalt Dike (Type F)	LF	210	x	10.00	= \$	2,100
390095 Replace Asphalt Concrete Surfacing	CY	1,120	x	325.00	= \$	364,000
731860 Remove Concrete (Curb, Gutter, and Sidewalk) (LF)	LF	490	x	200	= \$	98,000
730020 Minor Concrete (Curb) (CY)	CY	70	x	1,000	= \$	70,000
731504 Minor Concrete (Curb and Guter)	CY	110	x	750	= \$	82,500
731521 Minor Concrete (Sidewalk)	CY	1,890	x	450	= \$	850,500
731623 Minor Concrete (Curb Ramp)	CY	72	x	2,500	= \$	180,000
730070 Detectable Warning Surface	SF	30	x	80	= \$	2,400
510503A Type "B" Passageway	EA	2	x	15,000	= \$	30,000
721810 Slope Paving (Concrete)	CY	40	x	2,000	= \$	80,000

TOTAL PAVEMENT STRUCTURAL SECTION ITEMS	\$	1,970,500
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SECTION 3: DRAINAGE

Item code		<i>Unit</i>	<i>Quantity</i>		<i>Unit Price (\$)</i>		<i>Cost</i>
650014	18" Reinforced Concrete Pipe	LF	7,400	x	125.00	= \$	925,000
721420	Concrete (Ditch Lining)	CY	130	x	625.00	= \$	81,250
700616A	Drainage Inlet	EA	39	x	4,000.00	= \$	156,000

TOTAL DRAINAGE ITEMS	\$	1,162,300
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SECTION 4: SPECIALTY ITEMS

Item code		<i>Unit</i>	<i>Quantity</i>		<i>Unit Price (\$)</i>		<i>Cost</i>
080050	Progress Schedule (Critical Path Method)	LS	1	x	2,500.00	= \$	2,500
510060	Structural Concrete, Retaining Wall	CY	1,087	x	800.00	= \$	869,600
839514	Cable Railing	LF	2,419	x	40.00	= \$	96,760
832005	Midwest Guardrail System	LF	300	x	30.00	= \$	9,000
511035	Architectural Treatment	SQFT	11,330	x	25.00	= \$	283,250
520103	Bar Reinforcing Steel (Retaining Wall)	LB	262,019	x	2.25	= \$	589,543
730040	Minor Concrete (Gutter) (LF)	LF	2,419	x	40.00	= \$	96,760
193116	Concrete Backfill (Soldier Pile Wall)	CY	154	x	650.00	= \$	100,100
490315A	Steel Soldier Pile (W14x_)	LF	1,220	x	100.00	= \$	122,000
490403	30" Drilled Hole	LF	843	x	150.00	= \$	126,450
510063A	Structural Concrete, Facia	CY	81	x	1,200.00	= \$	97,200
575004	Timber Lagging	MFBF	12	x	4,500.00	= \$	54,000
590120	Clean and Paint Steel Soldier Pile	LS	1	x	100,000.00	= \$	100,000

TOTAL SPECIALTY ITEMS	\$	2,547,200
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SECTION 5: ENVIRONMENTAL

5A - ENVIRONMENTAL MITIGATION

Item code	Unit	Quantity	Unit Price (\$)	Cost	\$
146001 Contractor-Supplied Biologist (Day)	Day	14	x 1000	= \$	14,000
160110 Temporary High Visibility Fence	Day	1000	x 5	= \$	5,000
Subtotal Environmental Mitigation					\$ 19,000

5B - LANDSCAPE AND IRRIGATION

Item code	Unit	Quantity	Unit Price (\$)	Cost	\$
034796 Valve Box	EA	35	x 309.00	= \$	10,815
202006 Soil Ammendments and Finish Grading	CY	503	x 45.00	= \$	22,635
204010 Plant (Group O)	EA	1,500	x 30.00	= \$	45,000
205035 Wood Mulch	CY	252	x 45.00	= \$	11,340
206562 Remote Control Valve 1"	EA	35	x 441.00	= \$	15,435
206760 16-18 Station Irrigation Controller (Pedestal Mounted)	EA	5	x 10,000.00	= \$	50,000
208423 Backflow	EA	5	x 4,000.00	= \$	20,000
208442 Flow Sensor	EA	5	x 250.00	= \$	1,250
208449 Pop Up Sprinkler Assembly	EA	650	x 50.00	= \$	32,500
208572 1" Gate Valve	EA	10	x 481.00	= \$	4,810
208594 3/4" Supply Line PVC Schedule 40	LF	10,000	x 4.00	= \$	40,000
208595 1" Supply Line PVC Schedule 40	LF	4,900	x 5.00	= \$	24,500
208649 Quick Coupling Valve	EA	25	x 309.00	= \$	7,725
208690 PVC Pipe Conduit (Sleeving)	LF	200	x 6.41	= \$	1,282
872130 Modify Existing Elctrical System	EA	5	x 7,000.00	= \$	35,000
995100 Water Meter Charges	EA	5	x 19,339.00	= \$	96,695
Subtotal Landscape and Irrigation					\$ 418,987

5C - EROSION CONTROL

Item code	Unit	Quantity	Unit Price (\$)	Cost	\$
211112A Erosion Control	LS	1	x 150000	= \$	150,000
Subtotal Erosion Control					\$ 150,000

5D - NPDES

Item code	Unit	Quantity	Unit Price (\$)	Cost	\$
Temporary BMPs	LS	1	x 378,493.00	= \$	378,493
Subtotal NPDES					\$ 378,493

TOTAL ENVIRONMENTAL	\$	966,500
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Supplemental Work for NPDES

066595 Water Pollution Control Maintenance Sharing*	LS	1	x 3,000.00	= \$	3,000
066596 Additional Water Pollution Control**	LS	1	x 3,000.00	= \$	3,000
066597 Storm Water Sampling and Analysis***	LS	1	x 3,000.00	= \$	3,000
Subtotal Supplemental Work for NDPS					\$ 9,000

*Applies to all SWPPPs and those WPCPs with sediment control or soil stabilization BMPs.

**Applies to both SWPPPs and WPCP projects.

*** Applies only to project with SWPPPs.

SECTION 6: TRAFFIC ITEMS**6A - Traffic Electrical**

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
870401A Relocate Signal and Cabinets	EA	1	x	350,000.00	=	\$ 350,000
						<i>Subtotal Traffic Electrical</i> \$ 350,000

6B - Traffic Signing and Striping

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
820611A Relocate Roadside Sign	LS	1	x	50,000.00	=	\$ 50,000
120090 Construction Area Signs	LS	1	x	25,000.00	=	\$ 25,000
840515 Thermoplastic Pavement Marking	SQFT	760	x	5.00	=	\$ 3,800
						<i>Subtotal Traffic Signing and Striping</i> \$ 78,800

6C - Traffic Management Plan

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
Traffic Management	LS	\$ 1		\$ 400,000	=	\$ 400,000
						<i>Subtotal Traffic Management Plan</i> \$ 400,000

6C - Stage Construction and Traffic Handling

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
120100 Traffic Control System	LS	1	x	50,000.00	=	\$ 50,000
						<i>Subtotal Stage Construction and Traffic Handling</i> \$ 50,000

TOTAL TRAFFIC ITEMS	\$	878,800
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SECTION 7: DETOURS

Includes constructing, maintaining, and removal

Item code	Unit	Quantity	Unit Price (\$)	Cost
* Includes constructing, maintaining, and removal				
TOTAL DETOURS				\$ -
SUBTOTAL SECTIONS 1 through 7				\$ 8,516,300

SECTION 8: MINOR ITEMS

8A - Americans with Disabilities Act Items				
ADA Items			0.0%	\$ -
8B - Bike Path Items				
Bike Path Items			0.0%	\$ -
8C - Other Minor Items				
Other Minor Items			1.0%	\$ 85,163
Total of Section 1-7	\$	8,516,300	x 1.0%	= \$ 85,163
TOTAL MINOR ITEMS				\$ 85,200

SECTIONS 9: ROADWAY MOBILIZATION

Item code				
999990	Total Section 1-8	\$ 8,601,500	x 10%	= \$ 860,150
TOTAL ROADWAY MOBILIZATION				\$ 860,200

SECTION 10: SUPPLEMENTAL WORK

Item code	Unit	Quantity	Unit Price (\$)	Cost
066919	Dispute Resolution Board	LS	1 x 15,000.00	= \$ 15,000
066610	Partnering	LS	1 x 20,000.00	= \$ 20,000
Cost of <i>NPDES</i> Supplemental Work specified in Section 5D				= \$ 9,000
Total Section 1-8	\$	8,601,500	4%	= \$ 344,060
TOTAL SUPPLEMENTAL WORK				\$ 388,100

SECTION 11: STATE FURNISHED MATERIALS AND EXPENSES

Item code		Unit	Quantity		Unit Price (\$)	=	Cost
066105	Resident Engineers Office	LS	1	x	50,000.00	=	\$50,000
066063	Traffic Management Plan - Public Information	LS	1	x	10,000.00	=	\$10,000
066901	Water Expenses	LS	1	x	25,000.00	=	\$25,000
Total Section 1-8			\$ 8,601,500		2%	= \$	172,030

TOTAL STATE FURNISHED	\$257,100
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SECTION 12: TIME-RELATED OVERHEAD

Total of Roadway and Structures Contract Items excluding Mobilization \$8,942,149 (used to calculate TRO)
 Total Construction Cost (excluding TRO and Contingency) \$10,477,170 (used to check if project is greater than \$5 million excluding contingency)

Estimated Time-Related Overhead (TRO) Percentage (0% to 10%) =

Item code		Unit	Quantity		Unit Price (\$)	=	Cost
090100	Time-Related Overhead	WD	120	X	\$3,727	=	\$447,200

TOTAL TIME-RELATED OVERHEAD	\$447,200
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SECTION 13: ROADWAY CONTINGENCY

Total Section 1-12 \$ 10,554,100 x 15% = \$1,583,115

TOTAL CONTINGENCY	\$1,583,200
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II. STRUCTURE ITEMS

	<u>Bridge 1</u>		<u>Bridge 2</u>		
DATE OF ESTIMATE	05/21/19		00/00/00		00/00/00
Bridge Name	Alternative 1 - Prefab Steel Bridge		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX
Bridge Number	57-XXX		57-XXX		57-XXX
Structure Type	Prefabricated Steel		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	11 LF		0 LF		0 LF
Total Bridge Length (Feet)	71 LF		0 LF		0 LF
Total Area (Square Feet)	784 SQFT		0 SQFT		0 SQFT
Structure Depth (Feet)	0 LF		0 LF		0 LF
Footing Type (pile or spread)	Spread		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$504		\$0		\$0
COST OF EACH	\$296,216		\$0		\$0

	<u>Building 1</u>				
DATE OF ESTIMATE	00/00/00		00/00/00		00/00/00
Building Name	XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX
Bridge Number	57-XXX		57-XXX		57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	0 LF		0 LF		0 LF
Total Building Length (Feet)	0 LF		0 LF		0 LF
Total Area (Square Feet)	0 SQFT		0 SQFT		0 SQFT
Structure Depth (Feet)	0 LF		0 LF		0 LF
Footing Type (pile or spread)	XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$0		\$0		\$0
COST OF EACH	\$0		\$0		\$0

TOTAL COST OF BRIDGES	\$296,216
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TOTAL COST OF BUILDINGS	\$0
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STRUCTURES MOBILIZATION	10%	\$29,622
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Recommended Contingency: (Pre-PSR 30%-50%, PSR 25%, Draft PR 20%, PR 15%, after PR approval 10%, Final PS&E 5%)

Total recommended percentages includes any quantified risk based contingency from the risk register.

STRUCTURES CONTINGENCY	15%	\$44,432
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TOTAL COST OF STRUCTURES	\$370,270
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Estimate Prepared By: _____
 XXXXXXXXXXXXXXXXXXXX ----- Division of Structures

 Date

III. RIGHT OF WAY

Fill in all of the available information from the Right of Way Data Sheet.

A)	A1)	Acquisition, including Excess Land Purchases, Damages & Goodwill, Fees	\$	363,000
	A2)	SB-1210	\$	351,000
B)		Acquisition of Offsite Mitigation	\$	0
C)	C1)	Utility Relocation (State Share)	\$	745,917
	C2)	Potholing (Design Phase)	\$	0
D)		Railroad Acquisition	\$	0
E)		Clearance / Demolition	\$	0
F)		Relocation Assistance (RAP and/or Last Resort Housing Costs)	\$	100,000
G)		Title and Escrow	\$	0
H)		Environmental Review	\$	0
I)		Condemnation Settlements	\$	0
		_____ 0%		
J)		Design Appreciation Factor	\$	0
		_____ 0%		
K)		Utility Relocation (Construction Cost)	\$	0

L)

TOTAL RIGHT OF WAY ESTIMATE	\$1,559,917
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M)

TOTAL R/W ESTIMATE: Escalated	\$1,586,217
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N)

RIGHT OF WAY SUPPORT	\$650,000
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Support Cost Estimate Prepared By Mike Lahodny (916) 978-4900
Project Coordinator¹ Phone

Utility Estimate Prepared By Luke Fuson (916) 326-5426
Utility Coordinator² Phone

R/W Acquisition Estimate Prepared By Mike Lahodny (916) 978-4900
Right of Way Estimator³ Phone

Note: Items G & H applied to items A + B

¹ When estimate has Support Costs only

² When estimate has Utility Relocation

³ When R/W Acquisition is required

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

3/Pla/49 Dist.-Co.-Rte. (or Local Agency)	3.1-7.5 P.M./P.M.	3H830 E.A/Project No.	6158(82) Federal-Aid Project No. (Local Project)/Project No.
PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use <i>Continuation Sheet, if necessary.</i>)			
Placer County Transportation Planning Agency (PCTPA) is proposing to construct sidewalks and accessible curb ramps at various locations between post miles 3.1 and 7.5 along State Route 49 (SR 49) in and near Auburn, in Placer County, California. The purpose of the SR 49 Sidewalk Gaps Closure Project (project) is to provide pedestrian accessibility on SR 49 between Interstate 80 and Dry Creek Road. The project will close sidewalk gaps in several areas and create accessible routes totaling 14,700 feet (2.7 miles).			
CALTRANS CEQA DETERMINATION (Check one)			
<input type="checkbox"/> Not Applicable – Caltrans is not the CEQA Lead Agency		<input type="checkbox"/> Not Applicable – Caltrans has prepared an Initial Study or Environmental Impact Report under CEQA	
Based on an examination of this proposal, supporting information, and the above statements, the project is:			
<input type="checkbox"/> Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)			
<input checked="" type="checkbox"/> Categorically Exempt Class . (PRC 21084; 14 CCR 15300 et seq.)			
Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply:			
<ul style="list-style-type: none"> • 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 § 65962.5 (“Cortese List”). • This project does not cause a substantial adverse change in the significance of a historical resource. 			
<input type="checkbox"/> Common Sense 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 (14 CCR 15061[b][3].)]			
_____ Print Name: Senior Environmental Planner or Environmental Branch Chief		_____ Print Name: Project Manager	
_____ 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:			
<ul style="list-style-type: none"> • 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). 			
CALTRANS NEPA DETERMINATION (Check one)			
<input checked="" type="checkbox"/> 23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act. 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 326 and a Memorandum of Understanding dated May 31, 2016, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:			
<input checked="" type="checkbox"/> 23 CFR 771.117(c): activity (c)(3) <input type="checkbox"/> 23 CFR 771.117(d): activity (d)(___) <input type="checkbox"/> Activity ___ listed in Appendix A of the MOU between FHWA and the State			
<input type="checkbox"/> 23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.			
_____ Print Name: Senior Environmental Planner or Environmental Branch Chief		_____ Print Name: Project Manager/DLA Engineer	
_____ Signature	_____ Date	_____ Signature	_____ Date
Date of Categorical Exclusion Checklist completion:		Date of ECR or equivalent :	

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

Continued from page 1:

Biology: Refer to Natural Environment Study – Minimal Impacts

The following measures would be implemented to avoid, minimize, and/or mitigate impacts to riparian and wetland habitat:

- Prior to construction, Placer County Transportation Planning Agency will obtain a Section 404 Nationwide Permit from the U.S. Army Corps of Engineers, Section 401 Water Quality Certification from the Central Valley RWQCB, and a Section 1602 Streambed Alteration Agreement from CDFW for permanent impacts to waters of the U.S./State. To compensate for permanent impacts to waters of the U.S./State within Rock Creek (0.035 acres) and at Wetland Ditch #2 (0.0002 acres), PCTPA will purchase credits from a USACE- approved mitigation bank at a minimum ratio of 2:1, pay in-lieu fees to an agency-approved fund, or implement appropriate permittee-responsible mitigation, in coordination with the permitting agencies.
- Environmentally sensitive areas (ESAs) will be designated on project plans and in project specifications to avoid additional impacts to riparian and wetland habitats within the ESL (see NESmi Figure 3-1). Design personnel will coordinate with environmental personnel during the development of the project to determine the exact locations of proposed ESA areas.

ESA information will be shown on contract plans and discussed in the Special Provisions.

ESA provisions may include, but are not limited to, the use of temporary orange fencing to delineate the proposed limit of work in areas adjacent to sensitive resources, or to delineate and exclude sensitive resources from potential construction impacts. Contractor encroachment into ESAs will be restricted (including the staging/operation of heavy equipment or casting of excavation materials). ESA provisions shall be implemented as a first order of work and remain in place until all construction activities are complete.

- Containment measures and construction site Best Management Practices (BMPs) will be employed to prevent any construction material or debris from entering surface waters or their channels. BMPs for erosion control will be implemented and in place prior to, during, and after construction in order to ensure that no silt or sediment enters surface waters.

Caltrans' Standard Specifications require the Contractor to submit a Water Pollution Control Plan (WPCP). This plan must meet the standards and objectives to minimize water pollution impacts set forth in section 7-1.010 of Caltrans' Standard Specifications. The WPCP must also be in compliance with the goals and restrictions identified in the Central Valley Region Basin Plan. These standards/objectives, also referred to as BMPs, include but are not limited to:

1. Where working areas encroach on live or dry streams, lakes, or wetlands, CVRWQCB-approved physical barriers adequate to prevent the flow or discharge of sediment into these systems shall be constructed and maintained between working areas and streams, lakes and wetlands. During construction of the barriers, discharge of sediment into streams shall be held to a minimum. Discharge will be contained through the use of CVRWQCB-approved measures that will keep sediment from entering protected waters.
 2. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live or dry stream, pond, or wetland.
 3. Asphalt concrete shall not be allowed to enter a live or dry stream, pond, or wetland.
- All equipment maintenance, staging, and dispensing of fuel, oil, or any other such activities will occur in developed or designated nonsensitive upland habitat areas. The designated upland areas will be located in such a manner as to prevent any spill runoff from entering waters of the United States.
 - To avoid attracting predators of sensitive species, the proposed project site will be kept as clean of debris as possible. All food-related trash items will be enclosed in sealed containers and regularly removed from the site(s).

To avoid spreading invasive plant species the following measures will be implemented:

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

- Weed Abatement Program. In compliance with EO 13112 and guidance from the FHWA, the landscaping and erosion control plans included in the project will not use species listed as invasive. A weed abatement program shall be developed for the proposed project and incorporated into the Plans, Specifications, and Estimates (PS&E) package to avoid and/or minimize the importation of nonnative plant material during and after construction. At a minimum, the program shall include the following measures:
 - During construction, invasive plant material will be removed from the proposed project work area. All removed invasive plant material will be disposed of properly in a landfill or other suitable facility.
 - During construction, the Construction Contractor shall inspect and clean construction equipment at the beginning of each day and prior to transporting equipment from one project location to another.
 - During construction, soil and vegetation disturbance will be minimized to the greatest extent feasible.
 - During construction, the Construction Contractor shall ensure that all material stockpiled is sufficiently watered or covered to prevent excessive amounts of dust. During construction, soil, gravel, and rock will be obtained from weed-free sources.
 - Only certified weed-free straw, mulch, and/or fiber rolls will be used for erosion control.
 - After construction, affected areas adjacent to native vegetation will be revegetated with plant species that are native to the vicinity as approved by the District Biologist.
 - After construction, all revegetated areas will avoid the use of species listed on the California Invasive Plant Council (Cal-IPC) California Invasive Plant Inventory that have a High or Moderate rating.
 - Erosion control and/or revegetation sites will be monitored after construction to detect and control the introduction/invasion of nonnative species. The monitoring period will be determined in consultation with resource agencies.
 - Eradication procedures (e.g., spraying and/or hand weeding) will be outlined should an infestation occur; the use of herbicides will be prohibited within and adjacent to native vegetation, except as specifically authorized and monitored by the District Biologist.
 - All woody invasive species will be removed from the proposed project limits.

The following measures would be implemented to avoid and minimize impacts to migratory birds:

- Restrict Timing of Woody Vegetation Removal: It is recommended that the removal of any woody vegetation (trees and shrubs) required for the project is completed between ~~August 16th~~ October 1st and ~~February 28th~~ January 31st prior to project construction, outside of the predicted nesting season for raptors and migratory birds in this area. Vegetation removal outside this time period may not proceed until a survey by a qualified contractor-supplied biologist determines that no migratory bird nests are present or in use.
- Nesting Bird Avoidance: If woody vegetation removal, structures construction, grading, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds (~~March~~ February 1st to ~~August 15th~~ September 30th), a focused survey for active nests of such birds shall be conducted by a qualified contractor-supplied biologist within 15 days prior to the beginning to project-related activities. If active nests are found, ~~Caltrans~~ PCTPA shall consult with USFWS regarding appropriate action to comply with the Migratory Bird Treaty Act of 1918 and with CDFW to comply with provisions of the CFGC. If a lapse in project related work of 15 days or longer occurs, another survey and, if required, consultation with USFWS and CDFW will be required before the work can be reinitiated.

Categorical Exclusion Checklist

Dist/Co/Rte/PM: 3/Pla/3.1-7.5 Fed. Aid No. (Local Project): 6158(82) EA/Project No.: 3H830

SECTION A: TYPE OF CE: Use the information in this section to determine the applicable CE and corresponding activity for this project.

1. **Project is a CE under CE Assignment 23 USC 326.** Yes No

If "yes", check applicable activity in one of the three tables below (activity must be listed in 23 CFR 771.117 (c) or (d) list or included in activities listed in Appendix A of the CE Assignment MOU to be eligible for 23 USC 326).

Activity Listed in 23 CFR 771.117(c)

1	<input type="checkbox"/>	Activities that do not involve or lead directly to construction, such as planning and research activities; grants for training; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed; and Federal-aid system revisions that establish classes of highways on the Federal-aid highway system.
2	<input type="checkbox"/>	Approval of utility installations along or across a transportation facility.
3	<input checked="" type="checkbox"/>	Construction of bicycle and pedestrian lanes, paths, and facilities.
4	<input type="checkbox"/>	Activities included in the State's <i>highway safety plan</i> under 23 U.S.C 402 .
5	<input type="checkbox"/>	Transfer of Federal lands pursuant to 23 U.S.C. 107(d) and/or 23 U.S.C. 317 when the land transfer is in support of an action that is not otherwise subject to FHWA review under NEPA.
6	<input type="checkbox"/>	The installation of noise barriers or alterations to existing publicly owned buildings to provide for noise reduction.
7	<input type="checkbox"/>	Landscaping.
8	<input type="checkbox"/>	Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.
9 ¹	<input type="checkbox"/>	The following actions for transportation facilities damaged by an incident resulting in an emergency declared by the Governor of the State and concurred in by the Secretary, or a disaster or emergency declared by the President pursuant to the Robert T. Stafford Act (42 U.S.C 5121): ²
	<input type="checkbox"/>	(i) Emergency repairs under 23 U.S.C 125;
	<input type="checkbox"/>	(ii) The repair, reconstruction, restoration, retrofitting, or replacement of any road, highway, bridge, tunnel, or transit facility (such as a ferry dock or bus transfer station), including ancillary transportation facilities (such as pedestrian/bicycle paths and bike lanes), that is in operation or under construction when damaged and the action: (A) Occurs within the existing right-of-way and in a manner that substantially conforms to the preexisting design, function, and location as the original (which may include upgrades to meet existing codes and standards as well as upgrades warranted to address conditions that have changed since the original construction); and (B) Is commenced within a 2-year period beginning on the date of the declaration.
10	<input type="checkbox"/>	Acquisition of scenic easements.
11	<input type="checkbox"/>	Determination of payback under 23 U.S.C 156 for property previously acquired with Federal-aid participation.
12	<input type="checkbox"/>	Improvements to existing rest areas and truck weigh stations.
13	<input type="checkbox"/>	Ridesharing activities.
14	<input type="checkbox"/>	Bus and rail car rehabilitation.
15	<input type="checkbox"/>	Alterations to facilities or vehicles in order to make them accessible for elderly and handicapped persons.
16	<input type="checkbox"/>	Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.
17	<input type="checkbox"/>	The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities that themselves are within a CE.
18	<input type="checkbox"/>	Track and railbed maintenance and improvements when carried out within the existing right-of-way.
19	<input type="checkbox"/>	Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

¹ On the CE form, distinguish between c9i or c9ii

² Include copy of the emergency declaration in the file

Categorical Exclusion Checklist

Dist/Co/Rte/PM: 3/Pla/3.1-7.5	Fed. Aid No. (Local Project): 6158(82)	EA/Project No.: 3H830
20	<input type="checkbox"/>	Promulgation of rules, regulations, and directives.
21	<input type="checkbox"/>	Deployment of electronics, photonics, communications, or information processing used singly or in combination, or as components of a fully integrated system, to improve the efficiency or safety of a surface transportation system or to enhance security or passenger convenience. Examples include, but are not limited to, traffic control and detector devices, lane management systems, electronic payment equipment, automatic vehicle locaters, automated passenger counters, computer-aided dispatching systems, radio communications systems, dynamic message signs, and security equipment including surveillance and detection cameras on roadways and in transit facilities and on buses.
22 ³	<input type="checkbox"/>	<p>Projects, as defined in 23 U.S.C. 101, that would take place entirely within the existing operational right-of-way. Existing operational right-of-way means all real property interests acquired for the construction, operation, or mitigation of a project. This area includes the features associated with the physical footprint of the project including but not limited to the roadway, bridges, interchanges, culverts, drainage, clear zone, traffic control signage, landscaping, and any rest areas with direct access to a controlled access highway. This also includes fixed guideways, mitigation areas, areas maintained or used for safety and security of a transportation facility, parking facilities with direct access to an existing transportation facility, transportation power substations, transportation venting structures, and transportation maintenance facilities.</p> <p>Note: As a clarifying example, if title 23 (or certain title 49) funds were authorized for the acquisition of the real property, then that property was acquired for an eligible purpose, which was construction, operation, or mitigation, and thus is part of the operational right-of-way. Real property interests acquired with title 23 funds, or otherwise conveyed for title 23 purposes, are eligible for this categorical exclusion as long as the interests are devoted exclusively to the purposes of that facility and the facility is preserved free of all other public or private alternative uses, unless such non-highway alternative uses are permitted by Federal law (including regulations) or the FHWA (23 CFR 710.403(b)).</p>
23 ⁴	<input type="checkbox"/>	Federally-funded projects: Enter project cost \$ _____ and Federal funds \$ _____
	<input type="checkbox"/>	(i) That receive less than \$5,500,515.05 of Federal funds; or
	<input type="checkbox"/>	(ii) With a total estimated cost of not more than \$33,003,090.30 and Federal funds comprising less than 15 percent of the total estimated project cost.
24	<input type="checkbox"/>	Localized geotechnical and other investigation to provide information for preliminary design and for environmental analysis and permitting purposes, such as drilling test bores for soil sampling; archeological investigations for archeology resources assessment or similar survey; and wetland surveys.
25	<input type="checkbox"/>	Environmental restoration and pollution abatement actions to minimize or mitigate the impacts of any existing transportation facility (including retrofitting and construction of stormwater treatment systems to meet Federal and State requirements under sections 401 and 402 of the Federal Water Pollution Control Act (33 U.S.C. 1341; 1342) carried out to address water pollution or environmental degradation.
26	<input type="checkbox"/>	Modernization of a highway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes (including parking, weaving, turning, and climbing lanes), if the action meets the constraints in paragraph (e) of this section [771.117(e)]. Note: In order to use this CE, certain constraints must be met. Complete Section A, Item 2 below.
27	<input type="checkbox"/>	Highway safety or traffic operations improvement projects, including the installation of ramp metering control devices and lighting, if the project meets the constraints in paragraph (e) of this section [771.117(e)]. Note: In order to use this CE, certain constraints must be met. Complete Section A, Item 2 below.
28	<input type="checkbox"/>	Bridge rehabilitation, reconstruction, or replacement or the construction of grade separation to replace existing at-grade railroad crossings, if the actions meet the constraints in paragraph (e) of this section [771.117(e)]. Note: In order to use this CE, certain constraints must be met. Complete Section A, Item 2 below.
29	<input type="checkbox"/>	Purchase, construction, replacement, or rehabilitation of ferry vessels (including improvements to ferry vessel safety, navigation, and security systems) that would not require a change in the function of the ferry terminals and can be accommodated by existing facilities or by new facilities that themselves are within a CE.
30	<input type="checkbox"/>	Rehabilitation or reconstruction of existing ferry facilities that occupy substantially the same geographic footprint, do not result in a change in their functional use, and do not result in a substantial increase in the existing facility's capacity. Example actions include work on pedestrian and vehicle transfer structures and associated utilities, buildings, and terminals.
Activity Listed in Examples in 23 CFR 771.117(d)		
1		<i>Reserved.</i>
2		<i>Reserved.</i>
3		<i>Reserved.</i>
4	<input type="checkbox"/>	Transportation corridor fringe parking facilities.
5	<input type="checkbox"/>	Construction of new truck weigh stations or rest areas.

³ On the CE form, identify in the project description that all work is within operation right-of-way.

⁴ On the CE form, distinguish between c23i or c23ii.

Categorical Exclusion Checklist

Dist/Co/Rte/PM: 3/Pla/3.1-7.5		Fed. Aid No. (Local Project): 6158(82)		EA/Project No.: 3H830	
6	<input type="checkbox"/>	Approvals for disposal of excess right-of-way or for joint or limited use of right-of-way, where the proposed use does not have significant adverse impacts.			
7	<input type="checkbox"/>	Approvals for changes in access control.			
8	<input type="checkbox"/>	Construction of new bus storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle anticipated bus and support vehicle traffic.			
9	<input type="checkbox"/>	Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where only minor amounts of additional land are required, and there is not a substantial increase in the number of users.			
10	<input type="checkbox"/>	Construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks and related street improvements) when located in a commercial area or other high activity center in which there is adequate street capacity for projected bus traffic.			
11	<input type="checkbox"/>	Construction of rail storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning, and where there is no significant noise impact on the surrounding community.			
12	<input type="checkbox"/>	<p>Acquisition of land for hardship or protective purposes. Hardship and protective buying will be permitted only for a particular parcel or a limited number of parcels. These types of land acquisition qualify for a CE only where the acquisition will not limit the evaluation of alternatives, including shifts in alignment for planned construction projects, which may be required in the NEPA process. No project development on such land may proceed until the NEPA process has been completed.</p> <p>(i) Hardship acquisition is early acquisition of property by the applicant at the property owner's request to alleviate particular hardship to the owner, in contrast to others, because of an inability to sell his property. This is justified when the property owner can document on the basis of health, safety or financial reasons that remaining in the property poses an undue hardship compared to others.</p> <p>(ii) Protective acquisition is done to prevent imminent development of a parcel that may be needed for a proposed transportation corridor or site. Documentation must clearly demonstrate that development of the land would preclude future transportation use and that such development is imminent. Advance acquisition is not permitted for the sole purpose of reducing the cost of property for a proposed project.</p>			
13	<input type="checkbox"/>	Actions described in paragraphs (c)(26), (c)(27), and (c)(28) of this section that do not meet the constraints in paragraph (e) of this section.			
Activity Listed in Appendix A of the CE Assignment MOU for State Assumption of Responsibilities for Categorical Exclusions					
1	<input type="checkbox"/>	Construction, modification, or repair of storm water treatment devices (e.g., detention basins, bioswales, media filters, infiltration basins), protection measures such as slope stabilization and other erosion control measures throughout California.			
2	<input type="checkbox"/>	Replacement, modification, or repair of culverts or other drainage facilities.			
3	<input type="checkbox"/>	Projects undertaken to assure the creation, maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife (e.g., revegetation of disturbed areas with native plant species; stream or river bank revegetation; construction of new, or maintenances of existing fish passage conveyances or structures; restoration or creation of wetlands).			
4	<input type="checkbox"/>	Routine repair of facilities due to storm damage, including permanent repair, to return the facility to operational condition that meets current standards of design and public health and safety without expanding capacity (e.g., slide repairs, construction or repair of retaining walls).			
5	<input type="checkbox"/>	Routine seismic retrofit of facilities to meet current seismic standards and public health and safety standards without expansion of capacity.			
6	<input type="checkbox"/>	Air space leases that are subject to Subpart D, Part 710, title 23, Code of Federal Regulations.			
7	<input type="checkbox"/>	Drilling of test bores/soil sampling to provide information for preliminary design and for environmental analyses and permitting purposes.			

Categorical Exclusion Checklist

Dist/Co/Rte/PM: 3/Pla/3.1-7.5

Fed. Aid No. (Local Project): 6158(82)

EA/Project No.: 3H830

2. This section must be completed in order to use a CE under 23 CFR 771.117(c)(26), (c)(27), or (c)(28).

The action **DOES NOT** include any of the following constraints found in 23 CFR 771.117(e):

- A.
 - An acquisition of more than a minor amount of right-of-way or that would result in any residential or nonresidential displacements
- B.
 - A bridge permit from the U.S. Coast Guard; OR
 - An action that does not meet the terms and conditions of a U.S. Army Corps of Engineers nationwide or general permit under section 404 of the Clean Water Act (i.e., does the project require a Standard 404 permit [Individual Permit or Letter of Permission]?) AND/OR
 - A permit required under Section 10 of the Rivers and Harbors Act of 1899
- C.
 - A finding of “adverse effect” to historic properties under the National Historic Preservation Act; OR
 - The use of a resource protected under 23 U.S.C. 138 or 49 U.S.C. 303 (section 4(f)) except for actions resulting in *de minimis* impacts; OR
 - A finding of “may affect, likely to adversely affect” threatened or endangered species or critical habitat under the Endangered Species Act
- D.
 - Construction of temporary access or the closure of existing road, bridge, or ramps that would result in major traffic disruptions
- E.
 - Changes in access control
- F.
 - A floodplain encroachment other than functionally dependent uses (e.g., bridges, wetlands) or actions that facilitate open space use (e.g., recreational trails, bicycle and pedestrian paths); OR
 - Construction activities in, across, or adjacent to a river component designated or proposed for inclusion in the National System of Wild and Scenic Rivers

If the action includes any of the constraints listed above, it **MAY NOT** be processed under 23 CFR 771.117(c)(26), (c)(27), or (c)(28), however, the project may qualify for a CE under 23 CFR 771.117(d)(13).

3. Project is a CE for a highway project under NEPA Assignment 23 USC 327. Yes No

(Use only if project does not qualify under CE Assignment 23 USC 326 [activities not included in three previous lists above].)

4. Independent Utility and Logical Termini

The project complies with NEPA requirements related to connected actions and segmentation (i.e. the project must have independent utility, connect logical termini when applicable, be usable and be a reasonable expenditure even if no additional transportation improvements in the area are made and not restrict further consideration of alternatives for other reasonably foreseeable transportation improvements). (FHWA Final Rule, “Background,” *Federal Register* Vol. 79, No. 8, January 13, 2014.)

5. Categorical Exclusions Defined (23 CFR 771.117[a]).

FHWA regulation 23 CFR 771.117(a) defines categorical exclusions as actions which:

- do not induce significant impacts to planned growth or land use for the area;
- do not require the relocation of significant numbers of people;
- do not have a significant impact on any natural, cultural, recreational, historic or other resources;
- do not involve significant air, noise, or water quality impacts;
- do not have significant impacts on travel patterns; or
- do not otherwise, either individually or cumulatively, have any significant environmental impacts.

Checking this box certifies that project meets the above definition for a Categorical Exclusion.

6. Exceptions to Categorical Exclusions/Unusual Circumstances (23 CFR 771.117[b]).

FHWA regulation 23 CFR 771.117(b) provides that any action which normally would be classified as a CE but could involve *unusual circumstances* requires the Department to conduct appropriate environmental studies to determine if the CE classification is proper. Unusual circumstances include actions that involve:

- Significant environmental impacts;
- Substantial controversy on environmental grounds;
- Significant impact on properties protected by section 4(f) of the DOT Act or section 106 of the National Historic Preservation Act; or
- Inconsistencies with any Federal, State, or local law, requirement or administrative determination relating to the environmental aspects of the action.

All of the above unusual circumstances have been considered in conjunction with this project. (Please select one.)

Checking this box certifies that **none of the above conditions apply** and that the project qualifies for a Categorical Exclusion.

Checking this box certifies that unusual circumstances **are involved**. However, the appropriate studies/analysis have been completed, and it has been determined that the CE classification is still appropriate.

Categorical Exclusion Checklist

SECTION B: Compliance with FHWA NEPA policy to complete all other applicable environmental requirements⁵ prior to making the NEPA determination:

During the environmental review process for which this CE was prepared, all applicable environmental requirements were evaluated. Outcomes for the following requirements are identified below and fully documented in the project file. **[NOTE: EVERY SECTION BELOW MUST BE COMPLETED, DO NOT SKIP ANY SECTIONS.]**

FSTIP

The project description on the Categorical Exemption/Categorical Exclusion Form matches the project description in the FSTIP and RTP, and the appropriate page of the FSTIP is in the project file.

Air Quality

[Air Quality Conformity Findings Checklist](#) has been completed and project meets all applicable AQ requirements.
 For 23 USC 326 projects which require an air quality conformity determination (this will apply to certain projects under 23 CFR 771.117(c)(22), (c)(23), (c)(26), (c)(27), and (c)(28)), list the date of the Caltrans conformity determination: _____
 For 23 USC 327 projects, list date of FHWA concurrence on conformity determination: _____

Cultural Resources

Section 106 compliance is complete. Screened Undertaking
Select appropriate finding: No Historic Properties Affected No Adverse Effect with Standard Conditions
 No Adverse Effect without Standard Conditions Adverse Effect/MOA Phasing/Project PA

Noise

23 CFR 772
 Is this a Type 1 project? Yes No (skip this section.)
 Future noise levels with project either approach or exceed NAC or result in a substantial increase.
If yes, Abatement is reasonable and feasible Abatement is not reasonable or feasible

Waters, Wetlands

- **Section 404 of the Clean Water Act**
Impacts to Waters of the U.S.: Yes No; If yes, approval anticipated:
 Nationwide Permit Individual Permit Regional General Permit Letter of Permission
- **Section 401 of the Clean Water Act**
 Exemption Certification Not Applicable
- **Wetland Protection (Executive Order #11990)**
 No Wetland Impact
 Permanent Wetland Impact; Only Practicable Alternative Finding is included in a separate document in the project file

Biology

- **USFWS**, Species List Date: 12/18/2018 (must be < 180 days old)
 No Effect Section 7 (Federal Endangered Species Act)
Consultation with USFWS Findings (Effect determination):
 Not Likely to Adversely Affect with USFWS Concurrence. Date: _____
 Likely to Adversely Affect with Biological Opinion Date: _____
- **NOAA Fisheries**, Species List Date: _____ (must be < 180 days old) N/A: Project outside of NOAA jurisdiction
 No Effect Section 7 (Federal Endangered Species Act)
Consultation with NOAA Fisheries Findings (Effect determination):
 Not Likely to Adversely Affect with NOAA Fisheries Concurrence. Date: _____
 Likely to Adversely Affect with Biological Opinion Date: _____
- **Essential Fish Habitat (Magnuson-Stevens Act)** Findings (Effect determination):
 Magnuson-Stevens Fishery Conservation and Management Act does not apply
 No Adverse Effect Adverse Effect and consultation with NOAA Fisheries

⁵ Please consult the SER for a complete list of applicable laws, statutes, regulations, and executive orders that must be considered before completing the CE.

Categorical Exclusion Checklist

Floodplains
Floodplains (Executive Order #11988) <input checked="" type="checkbox"/> No Floodplains <input type="checkbox"/> No Significant Encroachment <input type="checkbox"/> Significant Encroachment
Section 4(f) Transportation Act (23 CFR 774)
Section 4(f) regulation was considered as a part of the review for this project and a determination was made: <input type="checkbox"/> Section 4(f) does not apply <i>(Project file includes documentation that property is not a Section 4(f) property, that project does not use a Section 4(f) property, or that the project meets the criteria for the temporary occupancy exception.)</i> <input checked="" type="checkbox"/> Section 4(f) applies <input checked="" type="checkbox"/> <i>De Minimis</i> <input type="checkbox"/> Programmatic: Type _____ (List one of the five appropriate categories as defined in 23 CFR 774.3) <input type="checkbox"/> Individual: <input type="checkbox"/> Legal Sufficiency Review complete <input type="checkbox"/> HQ Coordinator Review Complete
Section 6(f) – Properties Acquired with Land and Water Conservation Fund grants
Was the above property purchased with grant funds from the Land and Water Conservation Fund? <input checked="" type="checkbox"/> No, Section 6(f) does not apply. No additional documentation required. <input type="checkbox"/> Yes <input type="checkbox"/> Documentation of approval from National Park Service Director (through California State Parks) has been received for the conversion/and replacement of 6(f) property.
Coastal Zone
Coastal Zone Management Act of 1972 <input checked="" type="checkbox"/> Not in Coastal Zone <input type="checkbox"/> Qualifies for Exemptions <input type="checkbox"/> Qualifies for Waiver <input type="checkbox"/> Coastal Permit Required <input type="checkbox"/> Consistent with Federal State and Local Coastal Plans <input type="checkbox"/> Federal Consistency
Coast Guard – Bridge Over Navigable Waters of the U.S.
<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> 23 USC 144(c) USCG Bridge Permit Exception <input type="checkbox"/> 33 CFR 115.70 Advance Approval <input type="checkbox"/> USCG Bridge Permit
Relocation and Right of Way
<ul style="list-style-type: none"> • Relocations <input checked="" type="checkbox"/> No Relocations <input type="checkbox"/> Project involves _____ (#) relocations and will follow the provisions of the Uniform Relocation Act. • Right of Way Acquisitions/Easements <input type="checkbox"/> No right of way acquisitions or easements <input checked="" type="checkbox"/> Project involves <u>8</u> (#) acquisitions and <u>0</u> (#) easements.
Hazardous Waste and Materials
<ul style="list-style-type: none"> • Are hazardous materials or contamination exceeding regulatory thresholds (as set by U.S. EPA, Cal EPA, County Environmental Health, etc.) present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No • If yes, is the nature and extent of the hazardous materials or contamination fully known? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, briefly discuss the plan for securing information:
<u>SECTION C: Certification</u>
Based on the information obtained during environmental review process and included in this checklist, the project is determined to be a Categorical Exclusion pursuant to the National Environmental Policy Act and is in compliance with all other applicable environmental laws, regulations, and Executive Orders.
Prepared by _____ (print name):
Title: _____
Signature: _____ Date: _____

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet



Dist-County-Route: 03-PLA-49
Post Mile Limits: 3.1 - 7.5
Type of Work: Roadway Rehabilitation
Project ID (EA): 0318000075 (03-3H8300)
Program Identification: 20.XX.201.120
Phase: PID PA/ED PS&E

Regional Water Quality Control Board: Central Valley Regional Water Control Board (CVRWOCB)

Total Disturbed Soil Area: 3.4 acres PCTA: 0 acres

Alternative Compliance (acres): N/A ATA 2 (50% Rule)? Yes No

Estimated Const. Start Date: 12/22/2021 Estimated Const. Completion Date: 3/1/2023

Risk Level: RL 1 RL 2 RL 3 WPCP Other: _____

Is MWEL0 applicable? Yes No

Is the Project within a TMDL watershed? Yes No

TMDL Compliance Units (acres): N/A

Notification of ADL reuse (if yes, provide date): Yes Date: _____ No

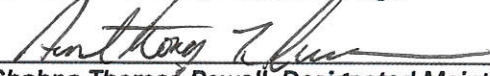
This Report has been prepared under the direction of the following Licensed Person. The Licensed Person attests to the technical information contained herein and the date upon which recommendations, conclusions, and decisions are based. Professional Engineer or Landscape Architect stamp required at PS&E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


David Mueller, Registered Project Engineer


11-14-19
Date

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


Samuel L. Vandell, Project Manager 11/21/19
Date


Shahna Thomas Powell, Designated Maintenance Representative 11/21/19
Date


Michael Oguro, Designated Landscape Architect Representative 11/21/19
Date

[Stamp Required at PS&E only] 
Alison Plant, District Design SW Designee 11/25/19
Date

RIGHT OF WAY DATA SHEET FOR LOCAL PUBLIC AGENCIES

(Form #)

To: District Division Chief
Division of Right of Way and Land Surveys

Date: October 1, 2019

Co.	PLA	Rte.	49	PM.	3.7/7.5
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Attention: District Branch Chief
R/W Local Programs

Expense Authorization 03-3H8301

Subject: **RIGHT OF WAY DATA SHEET - LOCAL PUBLIC AGENCIES**

Project Description: Highway 49 Sidewalk Gap Closure Project

Right of way necessary for the subject project will be the responsibility of Placer County.
The information in this data sheet was developed by Michael E. Lahodny, Bender Rosenthal Inc.

I. **Right of Way Engineering**

Will Right of Way Engineering be required for this project?

No _____

Yes X

This checklist includes, but is not limited to, the following items:

- Hard Copy (base map) X
- Appraisal Map X
- Acquisition Documents X
- Property Transfer Documents X
- R/W Record Map X
- Record of Survey X

II. **Engineering Surveys**

1. Is any surveying or photogrammetric mapping required?

No _____ Yes X (Complete the following.)

2. **Datum Requirements**

Yes X Project will adhere to the following criteria.

- Horizontal - datum policy is NAD 83, CA-HPGN, EPOCH 1991.35 and English system of units and measures.
- Vertical - datum policy is NAVD 88.
- Units - metric is not required.

No _____ Provide and explanation on additional page.

3. Will land survey monument perpetuation be scoped into the project, if required?

No X Provide and explanation on additional page.

R/W Data Sheet - Local Public Agencies
Page 2 of 6

III. **Parcel Information (Land and Improvements)**

Are there any property rights required within the proposed project limits?

No _____ Yes X (Complete the following.)

	Part Take	Full Take	Estimate \$
A. Number of Vacant Land Parcels	_____	_____	\$ _____
B. Number of Single Family Residential Units	_____	_____	\$ _____
C. Number of Multifamily Residential Units	_____	_____	\$ _____
D. Number of Commercial/Industrial Parcels	<u> 67 </u>	_____	\$ <u> 363,000 </u>
E. Number of Farm/Agricultural Parcels	_____	_____	\$ _____
F. Permanent and/or Temporary Easements	<u> See Below </u>	_____	\$ _____
G. Other Parcels (define in "Remarks" section)	_____	_____	\$ _____
Totals	<u> 67 </u>	_____	\$ <u> 363,000 </u>

The Department of Transportation has requested that estimated acquisition costs for the project be escalated to the date of right of way certification. Based on a certification date of 8/15/2021 and an escalation rate of 3.5% the right of way estimate is \$389,300.

The construction of sidewalks and highway amenities requires the acquisition from seventy (70) assessor parcel numbers or sixty-seven (67) larger parcels. All of the sixty-seven (67) parcels are located on parcels zoned for industrial or commercial uses. The project consists of linear strip acquisitions along existing State Route 49 near the community of Auburn, California. No major structural improvements are impacted by the acquisitions. Most of the right of way as shown on the exhibits is access controlled, however there are numerous direct access points to the roadway. There are no changes in abutter's rights identified or proposed on the exhibits. In the event a fee acquisition extends beyond the existing access denial right of way, the access control will be re-established at the new right of way line. No additional compensation is required as the abutter's right have been previously acquired by the Department. The sixty-seven partial acquisitions are from lands zoned for commercial and industrial uses. No "uneconomic remnants" or excess land is anticipated. Rights to be acquired include fee for eight (8) larger parcels and temporary construction easements for fifty-nine (59) larger parcels.

IV. Dedications

Are there any property rights which have been acquired, or anticipate will be acquired, through the "dedication" process for the Project?

No X Yes Number of Dedicated Parcels

Have the dedication parcel(s) been accepted by the municipality involved?

V. Excess Lands / Relinquishments

Are there Caltrans property rights which may become excess lands or potential relinquishment areas?

No X Yes Provide an Explanation on additional pages

VI. Relocation Information

Are relocation displacements anticipated?

No Yes X Minor relocation of personal property to remainders may be required.

A. Number of Single Family Residential Units	<u> 0 </u>	
Estimated RAP Payments		\$ <u> </u>
B. Number of Multifamily Residential Units	<u> 0 </u>	
Estimated RAP Payments		\$ <u> </u>
C. Number of Business/Nonprofit	<u> 0 </u>	
Estimated RAP Payments		\$ <u> </u>
D. Number of Farms	<u> 0 </u>	
Estimated RAP Payments		\$ <u> </u>
E. Other (define in the "Remarks" section)	<u> Unknown </u>	
Estimated RAP Payments		\$ <u> 100,000 </u>
Totals	<u> </u>	\$ <u> </u>

VII. Utility Relocation Information

Do you anticipate any utility facilities or utility rights of way to be affected?

No _____ Yes X (Complete the following.)

Facility	Owner	Estimated Relocation Expense		
		State Obligation	Local Obligation	Utility Owner Obligation
A. Gas	PG&E	\$ 182,504	\$ 0	\$ 400,000
B. Sewer	Placer County	\$ 350,689	\$ 50,000	\$ 0
C. Water	Placer County	\$ 87,724	\$ 50,000	\$ 0
D. Positive Location		\$125,000	\$ 0	\$ 0
E.		\$	\$	\$
Totals		\$ 745,917 *	\$ 100,000	\$ 400,000
Number of facilities				

*This amount reflects the estimated total financial obligation by the State.

VIII. Rail Information

Are railroad facilities or railroad rights of way affected?

No X Yes _____ (Complete the following.)

Describe railroad facilities or railroad rights of way affected.

Owner's Name	Transverse Crossing	Longitudinal Encroachment
A.		
B.		

Discuss types of agreements and rights required from the railroads. Are grade crossings that require services contracts, or grade separations that require construction and maintenance agreements involved?

IX. Clearance Information

Are there improvements that require clearance?

No X Yes _____ (Complete the following.)

A. Number of Structures to be Demolished _____
Estimated Cost of Demolition _____ \$ 0

X. **Hazardous Materials/Waste**

Are there any site(s) and/or improvements(s) in the Project Limits that are known to contain hazardous materials?

None X Yes _____ (Explain in the "Remarks" section.)

Are there any site(s) and/or improvement(s) in the Project Limits that are suspected to contain hazardous waste?

None X Yes _____ (Explain in the "Remarks" section.)

XI. **Project Scheduling**

	Proposed lead time	Completion date
* Preliminary Engineering, Surveys	<u> 5 </u> (months)	_____
* R/W Engineering Submittals	<u> 5 </u> (months)	_____
* R/W Appraisals/Acquisition	<u> 14 </u> (months)	<u>08/15/2021</u>
Proposed Environmental Clearance		<u>11/22/2019</u>
Proposed R/W Certification		<u>08/15/2021</u>

XII. **Proposed Funding**

	Local	State	Federal	Other
Acquisition	<u>\$ 389,300*</u>	_____	_____	_____
Utilities	<u>\$ 745,917</u>	_____	_____	_____
Relocation Assistance Program	<u>\$ 100,000</u>	_____	_____	_____
SB 1210 & Escrow	<u>\$ 351,000</u>	_____	_____	_____
R/W Support	<u>\$ 428,500</u>	_____	_____	_____

* Escalated to R/W Certification

XIII. **Remarks:**

The fee interest acquired for the project will be transferred to State of California ownership. As stated in the Assumptions and Limiting Conditions, the right of way estimate includes a 25% contingency. Below the table on page 2, the right of way cost was escalated.

The project maps indicated that much of the existing right of way is access control. The new requirements do not indicate areas where additional abutter's rights are to be acquired. The access denial will be re-established on the new right of way line on property whose rights were previously acquired.

R/W Data Sheet - Local Public Agencies
Page 6 of 6

Project Sponsor Consultant
Prepared by:



Wood Rodgers

10/18/2019
Date

Project Sponsor
Reviewed and Approved by:



Placer County Transportation
Planning Agency

10/18/19
Date

R/W Professional
Reviewed and Approved by:



Michael E. Lahodny
Bender Rosenthal Inc.

10/01/2019
Date

Caltrans
Reviewed and approved based on information provided to date:



Caltrans District Branch Chief
Local Programs
Division of Right of Way

11/26/19
Date

Assumptions and Limiting Conditions

Estimate Premise:

1. Estimates are forecasts of anticipated costs for properties that will be acquired at a future date. The values are as of the date of the Data Sheets with no escalation based on market observations. A contingency factor of 25 % was applied to the Acquisition and Utility costs.
2. Estimate requires looking into the future and projecting the anticipated highest and best use of the properties at the time they are required for the project. The estimate will not consider increases in real estate value due to changes in land use resulting from anticipation of the proposed project.
3. The estimate will be developed using appraisal principles without the in-depth investigation and verification of data. The estimate may consider indicators of value, which may not be acceptable in appraising under USPAP provisions.
4. The estimate will consider costs proposed as Construction Contract Work (CCW) to be included as severance damages and as compensation to the owner.
5. The estimator has based the estimate on the highest supported anticipated costs and a “worst case” scenario.
6. When in doubt because of inadequate or marginal requirement information, a full acquisition may be assumed.
7. The estimate is based on preliminary construction exhibits and right of way requirements which are subject to change before right of way activities commence.

Assumptions:

1. Estimate mapping/spreadsheet is assumed to adequately provided information on which estimated partial acquisition and damages are based.
2. The right of way area calculations are assumed to reflect the needs for the project or alternative. Changes in the areas may dramatically affect the estimated right of way costs.

Limiting Conditions:

1. Escrow costs were estimated at \$1,500 per parcel. Some of the low valued parcels or TCE only may be handed internally without escrow. It is anticipated preliminary title reports will be ordered for all parcels.
3. Every owner is entitled to obtain their own appraisal and be reimbursed up to \$5,000 as established in SB 1210.

UTILITY INFORMATION SHEET

(Form #)

1. Name of utility companies involved in project:
PG&E Gas
Placer County Sewer & Water
CVIN
Sudden Link Communications
Wave Broadband Positive Location:
2. Types of facilities and agreements required:
PG&E Gas – Notice and Agreement
Placer County Sewer – Notice and Agreement
Placer County Water – Notice and Agreement
3. Is any facility a longitudinal encroachment in existing or proposed access controlled right of way? Explain.
No

Disposition of longitudinal encroachment(s):

- Relocation required.
 Exception to policy needed.
 Other. Explain.

4. Additional information concerning utility involvements on this project, i.e., long lead time materials, growing or species seasons, customer service seasons (no transmission tower relocations in summer).
Additional potential Positive Location:
CVIN
Sudden Link Communication
Wave Broadband.
5. PMCS Input Information
Total estimated cost of State's obligation for utility relocation on this project:
\$ 745,917

Note: Total estimated cost to include any Department obligation to relocate longitudinal encroachments in access controlled right of way and acquire any necessary utility easements.

Utility Involvements:

- U4-1 3 (Total number of expected owner expense involvements)
 -2 (Total number of expected State expense involvements - conventional highway, no Federal aid)
 -3 (Total number of expected State expense involvements - freeway, no Federal aid)
 -4 3 (Total number of expected State expense involvements - conventional or freeway, with Federal aid)
 U5-7 3 (Total number of expected utility verifications, which will not result in involvements)
 -8 2 (Total number of expected utility verifications - 50% will result in involvements and 50% will not)
 -9 3 (Total number of expected utility verifications, which will result in involvements)

Prepared By:



Right of Way Utility Estimator

Date

D-3 TRANSPORTATION MANAGEMENT PLAN CHECKLIST

District / EA: 03-3H830
Date Prepared: March 6, 2019
Prepared By: Sameh Hegazi

Co.Rte.-PM. PLA-49-PM 3.1/7.5
Location: Placer County

Description: Sidewalk Gap Closure Hwy 49

REQUIRED	RECOMMENDED	NOT APPLICABLE	BEES Item No.	COMMENTS	UNIT COST	REQUIRED IN SPEC.
----------	-------------	----------------	---------------	----------	-----------	-------------------

1.0 Public Information Strategies

- 1.1 Brochures and Mailers
- 1.2 Media Releases (& minority media sources)
- 1.3 Paid Advertising
- 1.4 Public Information Center
- 1.5 Public Meetings/Speakers Bureau
- 1.6 Project Telephone Hotline
- 1.7 Internet, E-Mail
- 1.8 Local cable TV and News
- 1.9 Notification to Impacted groups
(i.e. bicycle users, pedestrians with disabilities, others)
- 1.10 Project Web Page
- 1.11 Caltrans Public Information Office
- 1.12 Consultant Public Information Office
- 1.13 Other items

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2.0 Traveler Information Strategies

- 2.1 Changeable Message Signs (permanent)
- 2.2 Changeable Message Signs (portable)
- 2.3 Special Construction Signs
- 2.4 Traveler Information Systems (CHIN/Internet)
- 2.5 Highway Advisory Radio "HAR" (fixed or mobile)
- 2.6 Radar Speed Sign
- 2.7 Traffic Management Team
- 2.8 Revised Transit Schedules/ Maps
- 2.9 Bicycle community information
- 2.10 Other item

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<input checked="" type="checkbox"/>				\$ 125 per sign per day		<input checked="" type="checkbox"/>
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		<input checked="" type="checkbox"/>				
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	<input checked="" type="checkbox"/>					

3.0 Incident Management

- 3.1 COZEEP
- 3.2 Freeway Service Patrol (tow truck service patrol)
- 3.3 Traffic Surveillance Stations (loops or CCTV)
- 3.4 Transportation Management Center
- 3.5 Traffic Control Inspector (Caltrans)
- 3.6 Traffic Management Team
- 3.7 On-site Traffic Advisor (contractor)
- 3.8 Other Items

	<input checked="" type="checkbox"/>			\$1450 per day and \$ 2900 per night		
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4.0 Construction Strategies

- 4.1 Delay damage clause
- 4.2 Night work
- 4.3 Weekend Work
- 4.4 Extended Weekend Closures
- 4.5 Planned Lane Closures
- 4.6 Planned Ramp/Connector Closures
- 4.7 Total Facility Closure
- 4.8 Project Phasing
- 4.9 Truck Traffic Restrictions
- 4.10 Reduced Lane Widths

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	<input checked="" type="checkbox"/>					
		<input checked="" type="checkbox"/>				
		<input checked="" type="checkbox"/>				
<input checked="" type="checkbox"/>				Per Lane Closure Charts		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>				
		<input checked="" type="checkbox"/>				
	<input checked="" type="checkbox"/>					
	<input checked="" type="checkbox"/>					
		<input checked="" type="checkbox"/>				

		REQUIRED	RECOMMENDED	NOT APPLICABLE	BEEES Item No.	COMMENTS	UNIT COST	REQUIRED IN SPEC.
4.0	Construction Strategies (Continued)							
	4.11 Temporary K-Rail		X					
	4.12 Temporary Traffic Screens			X				
	4.13 Reduced Speed Zones		X					
	4.14 Traffic Control Improvements			X				
	4.15 Contingency Plans	X						X
	4.15.1 Material Plant on standby			X				
	4.15.2 Extra Critical Equipment on site		X					
	4.15.3 Material Testing Plan		X					
	4.15.4 Alternate Material on site			X				
	(In case of failure or major delays)							
	4.15.5 Emergency Detour Plan		X					
	4.15.6 Emergency Notification Plan		X					
	4.15.7 Weather Conditions Plan		X					
	4.15.8 Delay Timing and Documentation Plan		X					
	4.15.9 Late Closure Reopening Notification		X					
	4.16 Signal timing modification		X					
	4.17 Coordination with adjacent construction		X					
	4.18 Double Fine Zone (signs)	X						X
	4.19 Right of Way Delay			X				
	4.20 Other Items		X					
5.0	Demand Management							
	5.1 HOV Lanes/Ramps			X				
	5.2 Ramp metering			X				
	5.3 Park-and-Ride Lots			X				
	5.4 Parking Management/Pricing		X					
	5.5 Rideshare Incentives		X					
	5.6 Rideshare Marketing		X					
	5.7 Transit, Train, or Light-Rail Incentives		X					
	5.8 Transit Service Modification			X				
	5.9 Variable Work Hours			X				
	5.10 Telecommute			X				
	5.11 Other Items		X					
6.0	Alternate Route Strategies							
	6.1 Ramp Closures			X				
	6.2 Street Improvements			X				
	6.3 Reversible Lanes			X				
	6.4 Temporary Lanes or Shoulders Use			X				
	6.5 Freeway to freeway connector closures			X				
	6.6 Encroachment Permit from City/County			X				
7.0	Other Strategies							
	7.1 Application of new technology			X				
	7.2 Other Items			X				

Comments: _____

Memorandum

To: Lucas Fuson
Wood Rodger

Date: March 18, 2019
File: 03-3H830
EFIS: 0318000075
03-Pla-049-PM 3.1/7.5

From: Sameh Hegazi
TMP Coordinator
TMP Branch - District 03

Subject: Transportation Management Planning (TMP) Data Sheet

Background

This project is in Placer County in Auburn City on Highway 49 from Lincoln Way up to Dry Creek Road and between PM 3.1 to PM 7.5. Within the project limit highway 49 is a multilane conventional highway with 2 lanes in each direction North Bound and South Bound up to Luther Road then 3 lanes in each direction North Bound and South Bound up to the end of the Project limits.

The following is summary of the improvement proposed work of this project: new sidewalk, sidewalk and driveway improvements, curb ramps, pedestrian bridge, pedestrian passageways, curb and gutter, asphalt dikes, concrete ditches, culverts, retaining walls, Midwest guardrail system, utility and signal relocation, landscaping and irrigation, slope paving, crosswalk striping, and bus stop relocation. The proposed project working days is 120 with traffic control days of 90 days. A full closure of some City streets may be needed to preform some of the construction activities.

Traffic Volume

For location description, type of roadway, peak hour traffic volume in both north bound and south bound directions and average annual daily traffic refer to Table-1 below

Table-1: Traffic Volumes (2016 Traffic Volumes on California State Highways)			
Location Description	Roadway Type	Peak-Hour (Combined) (vph)	AADT (vpd)
03-PLA-49-PM 3.208 Auburn, Jct. Rte. 80	Conventional 4-lane, 2-way	3,800	39,000
03-PLA-49-PM 3.78 Auburn, Palm Ave	Conventional 4-lane, 2-way	6,050	69,900
03-PLA-49-PM 5.21 Luther Road	Conventional 4-lane, 2-way	6,750	79,400

Table-1 (cont.): Traffic Volumes (2016 Traffic Volumes on California State Highways)			
Location Description	Roadway Type	Peak-Hour (Combined) (vph)	AADT (vpd)
03-PLA-49-PM 5.86 Atwood Road	Conventional 6-lane, 2-way	7,100	80,500
03-PLA-49-PM 5.99 Cottage Drive	Conventional 6-lane, 2-way	7,200	81,000
03-PLA-49-PM 6.38 Auburn, Bell Road	Conventional 6-lane, 2-way	6,200	72,400
03-PLA-49-PM 7.427 Dry Creek Road	Conventional 6-lane, 2-way	5,900	65,000

Truck traffic on Highway 49 within the project limits averages 8.09% of the total AADT.

Recommendations

- Lane and shoulder closures will be allowed during daytime hours on weekdays but may be restricted during peak commute hours.
- Closing an adjacent lane will be required when working on the shoulders.
- Shoulder closures will be allowed, provided that work is far enough from the open traffic lanes.
- Lane closures will be performed in accordance with, Standard Plan Sheet T11 “Traffic Control System for Lane Closure on Multilane Conventional Highways”.
- A minimum of one paved traffic lane, not less than 11 ft wide, shall be opened for use by public traffic.
- Using of k-rail is recommended to protect construction workers from through traffic.
- When k-rail is used as a separation barrier between the work zone and the traveled way, there is no closure time restriction.
- No lane, shoulder or any other traffic restrictions will be allowed on special days, designated holidays and the day preceding designated holidays, and when construction operations are not actively in progress.
- The maximum length of any lane closure shall be limited to one mile.
- When closures occur within 200 feet of an intersection, flaggers will be used to control all legs of the intersection.
- Access to cross streets and driveways shall be maintained during construction.
- Pedestrian and bicycle access must be maintained during construction.
- Portable Changeable Message Signs (PCMS) will be required in the direction of traffic during construction for each lane or shoulder closure and must be placed prior to any closure.
- Coordinating with adjacent projects within, or nearby the project limits will be required to avoid conflicts.
- Work at this location may require the assistance of COZEEP, but a full time COZEEP presence is not anticipated.

- Specifications, detailed lane requirement charts and cost estimate will be developed for the final TMP prior to P&E.

Cost

- For estimating purposes, use \$3,200 per working day to estimate the costs that are required for the Transportation Management Plan (TMP) items. These items include: Traffic Control System, Portable Changeable Message Signs (PCMS) and Maintain Traffic.
- Public Information campaign will be estimated during P&E.
- Additionally, COZEEP is estimated at \$1,450 per working day and \$2,900 per working night whenever CHP involvement is needed during construction operations.
- If there is a change in the scope of the project or the order of work (schedule), please advise the TMP unit so that the data sheet may be revised.

P & E Requirement

To complete a TMP for this project, please provide the following to the Office of Traffic Management Planning at least three months prior to P&E: project description, title sheet, typical cross sections, layout sheets, construction cost estimates, number of working days, project schedule, and a contact person.

List of Attachments:

- TMP Checklist

LEVEL 1 - RISK REGISTER				Project Name: State Route 49 Sidewalk Gap Closure Project			DIST- EA	03-3H830	Project Manager	Lucas Fuson Wood Rodgers, Inc.		
Risk Identification							Risk Rating		Risk Response			
Status	ID #	Type	Category	Title	Risk Statement	Current status/assumptions	Priority Rating	Rationale for Rating	Strategy	Response Actions	Risk Owner	Updated
Active	1	Threat	Environmental	Biological Resources Nesting Birds	Nested birds could be encountered.	Nested birds could lead to construction delay.	Low		Accept	Project plans and specifications will specify that a qualified biologist shall be retained to complete preconstruction nesting birds surveys.	Environmental Lead	3/29/2019
Active	2	Threat	Construction	Construction Permitting	The following permits are required: • USACE Clean Water Act Nationwide Permit 14 (Linear Transportation Projects) • Central Valley RWQCB Water Quality Certification • CDFW Streambed Alteration Agreement	Delay in acquiring environmental permits could occur.	Low		Accept	Coordination with regulatory agencies will occur throughout the environmental and PS&E phases of the project to assure that applications and signed permits are completed prior to the start of construction.	Environmental Lead	3/29/2019
Active	3	Threat	Construction	Existing Conditions	Existing conditions	Depending upon the scope of the change, additional money may be needed or revision to planned work will be required in order to stay within budget.	High		Accept	If existing conditions are not as shown on the project plans, change orders will be needed.	Construction Lead	3/29/2019
Active	4	Threat	Construction	Contractors Productivity/Inexperienced Contractor	Contractors Productivity/Inexperienced Contractor	If productivity is slow, project time will increase which will increase construction resources. Additional resources may be needed.	Medium		Accept	Construction will keep track of contractors productivity and schedule and notify contractor if they are behind schedule.	Construction Lead	3/29/2019
Active	5	Threat	ROW	Utility Risk	Design has completed preliminary research on existing utility permits and agreements for utilities within State R/W. No permits, utility right of way, or utility easements have been identified. As a result existing utilities within State right of way will be relocated at the utility owners expense. Should existing permits, easements, right of way, or unknown scheduling impacts for relocation of utilities near areas of work be identified during PS&E cost increases may occur, which would lead to an increase in right of way capital support or project capital cost.	If necessary, additional coordination for utility relocation, utility design, cost and schedule will be adjusted.	High		Accept	Locate utilities during PS&E and determine if relocation is necessary. Prepare utility conflict maps and coordinate with utility owners.	Design Lead	11/26/2019
Active	6	Threat	ROW	R/W Risk	The project will acquire right of way or Temporary Construction Easements from 67 parcels.	Delays in right of way and/or easement acquisition could lead to project delay.	Medium		Accept	Determine right of way requirements during PA/ED and begin the right of way certification process, appraisals, and acquisition early and complete in a timely fashion.	Design Lead/ROW Lead	3/29/2019
Active	7	Threat	Organizational	Project Funding	Project Funding	Application for project funds may not be submitted by funding application deadlines.	Medium		Share	Design lead will work with the PCTPA manager in submitting funding applications and securing obligated funds in a timely fashion.	PCTPA Manager	3/29/2019

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE CONSTRUCTION OF SIDEWALKS AND ADA CURB RAMPS AT VARIOUS LOCATIONS

Contact Information

CALTRANS

Rodney Murphy, Project Manager
703 B Street
Marysville, CA 95901
Office Phone: (530) 741-5127
Mobile Phone: (530) 701-1305
Email: rodney.murphy@dot.ca.gov

PLACER COUNTY TRANSPORTATION PLANNING AGENCY

Celia McAdam, Executive Director
299 Nevada Street
Auburn, CA 95603
Office Phone: (530) 823-4030
Email: cmcadam@pctpa.net

COOPERATIVE AGREEMENT

This AGREEMENT, effective on FEBRUARY 9, 2018, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Placer County Transportation Planning Agency, a public corporation/entity, referred to hereinafter as PCTPA.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, the construction of sidewalks and ADA curb ramps at various locations will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the approved Project Report.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction 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 those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. PCTPA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- PCTPA is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

- PCTPA is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance (IQA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.
19. CALTRANS' IQA efforts are to ensure that PCTPA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

21. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
22. PCTPA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

23. CALTRANS is the CEQA Lead Agency for the PROJECT.
24. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

25. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.
26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
27. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

28. As the PA&ED IMPLEMENTING AGENCY, PCTPA is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

29. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	No
165.15.15.xx Essential Fish Habitat Consultation	No
165.15.15.xx Section 7 Consultation	No
165.25.25 Approval to Circulate Resolution	No
175.20 Project Preferred Alternative	No
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval	No
180.10.05.45 Section 7 Consultation	No
180.15.05 Record of Decision (NEPA)	No
180.15.10 Notice of Determination (CEQA)	No

30. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
31. PCTPA will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

32. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and PCTPA will use, a letter template and a list of California Native American tribes requesting notification. PCTPA will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.
33. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
34. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

35. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
36. PCTPA will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
37. PCTPA will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow PCTPA to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

38. The CEQA Lead Agency will attend all CEQA-related public meetings.
39. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

40. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

41. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.
42. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
43. PCTPA will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. PCTPA will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

44. The NEPA Lead Agency will attend all NEPA-related public meetings.
45. PCTPA will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

46. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

47. PCTPA will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency’s approval of the environmental document.

Plans, Specifications, and Estimate (PS&E)

48. As the PS&E IMPLEMENTING AGENCY, PCTPA is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

49. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No

50. This AGREEMENT does not include the RIGHT-OF-WAY PROJECT COMPONENT. Completion of PS&E may depend upon completion of some RIGHT-OF-WAY activities. PARTIES acknowledge that the WORK may not result in a product that can be used to advertise and award a contract for the CONSTRUCTION PROJECT COMPONENT without completing some activities under a separate agreement or by later amending this AGREEMENT.

51. PCTPA will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

PCTPA will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

52. PCTPA will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

Schedule

53. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
54. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

55. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CALTRANS policies and directives
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Standard Environmental Reference
 - Highway Design Manual
 - Right of Way Manual

Noncompliant Work

56. CALTRANS retains the right to reject noncompliant WORK. PCTPA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

57. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

58. PCTPA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

59. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
60. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

61. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

62. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between 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 without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

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

Hazardous Materials

64. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

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

65. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

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

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

67. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. PCTPA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to Project schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

68. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

69. 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.

Claims

70. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
71. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
72. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

73. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK 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 billings.
74. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

75. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and PCTPA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, 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 PARTY will be permitted to make copies of any WORK-related records needed for the audit.

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

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

76. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
77. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

Interruption of Work

78. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

79. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
80. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

81. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

Venue

82. PARTIES 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 PARTY 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 the PROJECT is physically located.

Exemptions

83. All CALTRANS' obligations under 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.

Indemnification

84. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by PCTPA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon PCTPA under this AGREEMENT. It is understood and agreed that PCTPA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by PCTPA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

85. Neither PCTPA nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless PCTPA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

86. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
87. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

88. PCTPA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. PCTPA waives the provisions of California Civil Code section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

89. 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.

Defaults

90. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

91. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of PCTPA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

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

Prevailing Wage

93. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

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

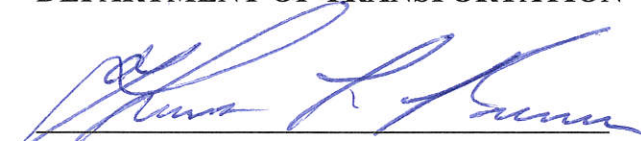
WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

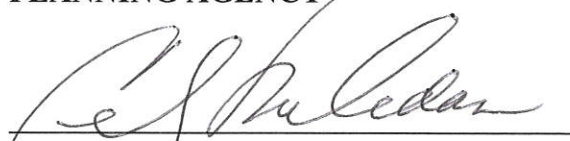
Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**



Thomas L. Brannon
Deputy District Director, D3 Program / Project
Management

**PLACER COUNTY TRANSPORTATION
PLANNING AGENCY**



Celia McAdam
Executive Director

**VERIFICATION OF FUNDS AND
AUTHORITY:**



Stacey Salazar
District Project Control Officer

FUNDING SUMMARY NO. 01

FUNDING TABLE						
		IMPLEMENTING AGENCY →				
Source	Party	Fund Type	PA&ED	PS&E	Totals	
LOCAL-FEDERAL	PCTPA	CMAQ ^T	400,000	500,000	900,000	
Totals			400,000	500,000	900,000	

^TToll Credits applied

SPENDING SUMMARY							
		PA&ED				PS&E	
Fund Type	CALTRANS	PCTPA	CALTRANS	PCTPA	Totals		
CMAQ	0	400,000	0	500,000	900,000		
Totals	0	400,000	0	500,000	900,000		

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

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

ICRP Rate

2. 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 administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
3. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.

Invoicing and Payment

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, PCTPA will pay invoices within five (5) calendar days of receipt of invoice.
5. If PCTPA has received EFT certification from CALTRANS then PCTPA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

Project Approval and Environmental Document (PA&ED)

6. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

7. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0643 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0643 except survival articles. All survival articles in agreement 03-0643 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Name

Date

Deputy District Director, D3 Program / Project Management

PLACER COUNTY TRANSPORTATION PLANNING AGENCY

Name

Date

Executive Director