

# ORIGINAL

03-ED-49-33.5-34.5  
EA: 2E480  
Project Number: 0300000347  
Federal Funds  
CALTRANS Agreement 03-0490

## COOPERATIVE AGREEMENT

This Agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of El Dorado, a political subdivision of the State of California, referred to hereinafter as COUNTY.

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

## RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. For the purpose of this Agreement, COUNTY intends to construct new 8-foot wide Class I bike paths along the west side of State Route (SR) 49 from Cave Valley Road to SR 193 and along the north side of SR 193 from SR 49 to American River Trail for a total length of 1.8 miles, will be referred to hereinafter as PROJECT.
3. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - Plans, Specifications, and Estimate (PS&E)
  - Right of Way Support (R/W SUPPORT)
  - Right of Way Capital (R/W CAPITAL)
  - CONSTRUCTION SUPPORT
  - CONSTRUCTION CAPITAL
4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.
5. Prior to this Agreement:
  - COUNTY developed the Project Report (Cooperative Agreement No. 03-0330).
6. COUNTY prepared the environmental documentation for PROJECT.
7. In this Agreement capitalized words represent defined terms and acronyms.

- PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

### **RESPONSIBILITIES**

- COUNTY is SPONSOR for 100% of PROJECT.
- CALTRANS and COUNTY are each a FUNDING PARTNER for this Agreement. The details of the funding commitments are documented in the latest FUNDING SUMMARY.
- COUNTY is IMPLEMENTING AGENCY for PS&E, R/W and CONSTRUCTION.
- COUNTY is the CEQA lead agency for PROJECT.
- CALTRANS is the CEQA responsible agency for PROJECT.
- CALTRANS is the NEPA lead agency for PROJECT.
- CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way.

### **SCOPE**

#### **Scope: General**

- PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
- CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS. Per NEPA delegation and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.
- The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
- Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
- Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

21. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
22. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
23. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this Agreement will be available to help resolve WORK related problems generated by that component for the entire duration of PROJECT.
24. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.

25. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
26. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

27. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
28. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. COUNTY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
31. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
34. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
35. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.  
  
CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
36. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
37. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
38. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

39. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.
40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and COUNTY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

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

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

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

43. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
44. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
45. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

- 46. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
- 47. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
- 48. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.

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

- 49. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
401 RWQCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
NPDES SWRCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
State Waste Discharge Requirements (Porter Cologne) RWQCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
1602 DFG	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY

**Scope: Plans, Specifications, and Estimate (PS&E)**

- 50. COUNTY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
- 51. COUNTY will provide CALTRANS a copy of conflict maps, Relocation Plan, proposed Notices to Owner, Report of Investigation, and Utility Agreement (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to R/W Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

**Scope: Right of Way (R/W)**

52. COUNTY will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
53. COUNTY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right of way activities. A qualified right of way agent will administer all right of way consultant contracts.

COUNTY will submit a draft Right of Way Certification document to CALTRANS six weeks prior to the scheduled milestone date for review.

COUNTY will submit a final Right of Way certification document to CALTRANS prior to PROJECT advertisement for approval.

54. All right of way conveyances must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing.
55. CALTRANS' acceptance of right of way title is subject to review of an Updated Preliminary Title Report provided by COUNTY verifying that the title is free of all encumbrances and liens. Upon acceptance, COUNTY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
56. The California Transportation Commission will hear and may adopt Resolutions of Necessity. However, the authorization to hear and adopt Resolutions of Necessity may be assigned to COUNTY if such assignment is approved in writing by CALTRANS.

**Scope: Construction**

57. COUNTY will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and COUNTY will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, PARTNERS may retain such a firm during the construction PROJECT COMPONENT to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.
58. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

COUNTY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the

Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

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

59. COUNTY will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
60. COUNTY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$100,000.

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

61. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds COUNTY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
62. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all FUNDING PARTNERS must be involved in determining how to proceed. If FUNDING PARTNERS do not agree in writing on a course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.
63. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
64. COUNTY will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to COUNTY upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met..

COUNTY will provide, or cause to provide, source inspection services.



65. COUNTY may request CALTRANS to complete portions of WORK as engineering services. CALTRANS must agree to perform engineering services in writing. Such an arrangement does not change the responsibilities as documented in the SCOPE SUMMARY.
66. As IMPLEMENTING AGENCY for construction, COUNTY is responsible for maintenance within PROJECT limits as part of the construction contract.
67. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.
68. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, COUNTY shall furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including land survey documents. These documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed. COUNTY shall also submit corrected full-sized hardcopy structure plans.

### COST

#### **Cost: General**

69. PARTNERS will document specific funding, billing, and payment details in a separate FUNDING SUMMARY.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

A new FUNDING SUMMARY will not require an amendment to this Agreement unless the rules of the new funds require it.

Each PARTNER will designate an authorized representative to sign the FUNDING SUMMARY on its behalf.

70. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.

71. If a PARTNER has received Electronic Funds Transfer (EFT) certification from CALTRANS, that PARTNER will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
72. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.
73. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.
74. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
75. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
76. COUNTY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
77. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
78. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
79. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.
80. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.
81. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

82. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
83. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.
84. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

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

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

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

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

89. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

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

90. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

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

91. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

**Cost: Plans, Specifications, and Estimate (PS&E)**

92. COUNTY will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

**Cost: Right of Way (R/W) Support**

93. The cost to perform R/W activities shown in the SCOPE SUMMARY, whether inside or outside SHS right of way, will be determined in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

**Cost: Right of Way (R/W) Capital**

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

**Cost: Construction Support**

95. The cost of source inspection is an OBLIGATIONS cost.
96. The cost of engineering services provided by CALTRANS is an OBLIGATIONS cost. CALTRANS will be reimbursed for engineering services.
97. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until PARTNERS execute a separate maintenance agreement.

**SCHEDULE**

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

**GENERAL CONDITIONS**

99. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
100. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
101. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
102. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

103. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement.

It is understood and agreed that COUNTY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability

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

104. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
105. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
106. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
107. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
108. 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.
109. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
110. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

111. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
112. 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.
113. PARTNERS intend this Agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
114. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
115. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
116. This Agreement will terminate upon OBLIGATION COMPLETION or in writing by mutual agreement to terminate this Agreement, whichever occurs first.

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.

117. The following documents are attached to, and made an express part of this Agreement:  
SCOPE SUMMARY.

### DEFINITIONS

**ARRA** – American Recovery and Reinvestment Act of 2009

**CALTRANS** – The California Department of Transportation

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

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

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

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

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

**FHWA** – Federal Highway Administration

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

**FUNDING PARTNER** – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

**FUNDING SUMMARY** – A document separate from this Agreement that documents the details of funding and billing/payment arrangements. Details include, but are not limited to, fund source, fund type, payment method, invoice frequency, deposit amounts and PROJECT COMPONENT in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

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

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

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

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

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



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

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

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

**OBLIGATIONS** – All responsibilities included in this Agreement.

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

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

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

**PROJECT** – The undertaking to COUNTY intends to construct new 8-foot wide Class I bike paths along the west side of State Route (SR) 49 from Cave Valley Road to SR 193 and along the north side of SR 193 from SR 49 to American River Trail for a total length of 1.8 miles, .

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

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

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

**PS&E (Plans, Specifications, and Estimate)** – See PROJECT COMPONENT.

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

**QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM)** - Caltrans quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated July 2, 2007 (available at <http://www.dot.ca.gov>). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA Guideline requirements.

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

**R/W (Right of Way) CAPITAL** – See PROJECT COMPONENT.

**R/W (Right of Way) SUPPORT** – See PROJECT COMPONENT.

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

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

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

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

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

**CONTACT INFORMATION**

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

The primary Agreement contact person for CALTRANS is:

John Holder, Project Manager  
703 B Street  
Marysville, California 95901  
Office Phone: (530) 741-5448  
Mobile Phone: (530) 218-8954  
Email: John\_holder@dot.ca.gov

The primary Agreement contact person for COUNTY is:

Jennifer Maxwell, Project Manager  
2850 Fairlane Court, Bldg C  
Placerville, California 95667  
Office Phone: (530) 621-5987  
Email: jmaxwell@edcgov.us

**SIGNATURES**

PARTNERS declare that:

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

COUNTY OF EL DORADO

APPROVED

APPROVED

By: \_\_\_\_\_  
Thomas L. Brannon  
Deputy District Director, District 3 Program  
Project Management

By: \_\_\_\_\_  
John R. Knight  
Chairman, Board of Supervisors

CERTIFIED AS TO FUNDS:

ATTEST

By: \_\_\_\_\_  
Lynn Ference  
District Project Control Officer

By: Kimberly A. Kerr  
Kimberly A. Kerr, Interim Director  
Director of Transportation

ATTEST

By: Matthew D. Smeltzer  
Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Engineering Division

By: \_\_\_\_\_  
Terri Daly  
Acting Clerk of the Board of Supervisors

**SCOPE SUMMARY**

4	5	6	7	8	Description	CALTRANS	COUNTY	N/A
3	185				Prepare Base Maps and Plan Sheets for PS&E Development	X	X	
		05			Updated Project Information		X	
			05		Project Concept Review		X	
			10		Updated Project Information		X	
			99		Other Updated Project Information Products		X	
		10			Surveys and Photogrammetric Mapping for Design		X	
			50		Control Surveys		X	
			55		Photogrammetric Maps and Products		X	
			60		Engineering Surveys		X	
			65		As-Built Centerline Surveys		X	
			70		Pavement Surveys		X	
		15			Preliminary Design		X	
			05		Roadway and Miscellaneous Design		X	
			10		Proposed Geometrics Review		X	
			15		Requests for Exceptions to Design Standards		X	
			20		Value Analysis		X	
			99		Other Preliminary Design Products		X	
		20			Engineering Reports		X	
			05		Updated Traffic Data, Analysis, and Forecasts		X	
			10		Preliminary Hydrology and Hydraulic Reports		X	
			15		Preliminary Geotechnical Design Report (PGDR)		X	
			20		Preliminary Pavement Design Report			X
			25		Preliminary Materials Report		X	
			30		Soundwall Design Report			X
			35		Updated Transportation Management Plan for Design Phase		X	
			40		Utility Locations Determined for Design		X	
			99		Other Engineering Report Products		X	
		25			Right of Way Requirements Determination		X	
			05		Project Review with Affected Agencies		X	
			10		Fee and Easement Requirements Determination		X	
			15		Right of Way Requirements Maps		X	
			20		Final Railroad Involvement Determination			X
			25		Water Well Abandonment Needs Determination			X
			30		Utility Conflict Maps		X	
		30			Structure Site Plans		X	
			10		Site Plans for Bridges and Structures		X	
			15		Site Plans for Retaining Walls and Non-Standard Earth Retention Systems			X

		20	Site Plans for Soundwalls on Retaining Systems or Structures			X
		25	Site Plans for Pumping Plants			X
		30	Site Plans for Special-Design Culverts		X	
		99	Other Structure Site Plan Products		X	
		99	Other Base Map and Plan Sheet Products		X	
3	205		Permits and Agreements during PS&E Component	X	X	
		05	Required permits		X	
		15	Railroad Agreements			X
		05	Plan Approval			X
		10	Special Provisions and Insurance Clauses			X
		15	Service Contract for Railroad Services			X
		20	Construction and Maintenance Agreement			X
		25	PUC Exhibits and Applications			X
		95	Other Railroad Agreement Products			X
		25	Agreement for Material Sites		X	
		30	Executed Maintenance Agreement		X	
		45	MOU From Tribal Employment Rights Office (TERO)			X
		55	NEPA Delegation	X		
3	230		Prepare Draft Plans, Specifications, and Estimates	X	X	
		05	Draft Roadway Plans		X	
		05	Title Sheet		X	
		10	Typical Cross Sections		X	
		15	Key Map and Line Index		X	
		20	Roadway Layouts		X	
		25	Profile and Superelevation Sheets		X	
		30	Construction Details		X	
		35	Contour Grading Plans		X	
		40	Summary of Quantities Sheets		X	
		45	Noise Barrier Plans			X
		50	Retaining Wall Plans			X
		55	Standard Plans Selection		X	
		60	Stage Construction and Detour Plans or Traffic Handling Plans		X	
		65	Water Pollution Control Plans		X	
		70	Engineering Reports		X	
		05	Hydrology and Hydraulic Reports		X	
		10	Products Required to Ready Site for Subsurface Exploration		X	
		15	Geotechnical Design Report (GDR)		X	
		20	Pavement Design Report		X	
		25	Materials Report		X	
		99	Other Draft Roadway Plan Products		X	
	10		Draft Highway Planting Plans		X	
		05	Highway Planting Plans		X	
		15	Plant List		X	
		20	Irrigation Plans			X
		30	Irrigation Quantity Sheets			X
		99	Other Draft Highway Planting Plan Products		X	

		15		Draft Traffic Plans		X	
			05	Signing and Pavement Delineation Plans		X	
			10	Construction Area Signs Plans		X	
			15	Traffic Electrical Plans		X	
			99	Other Draft Traffic Plan Products		X	
		20		Transportation Management Plan		X	
		25		Draft Utility Plans		X	
			05	New Facility Plans		X	
			10	Utility Relocation Plans		X	
			99	Other Draft Utility Plan Products		X	
		30		Draft Drainage Plans		X	
		35		Draft Specifications		X	
			05	Roadway Specifications		X	
			10	Highway Planting Specifications			X
			15	Traffic Specifications		X	
			20	Electrical Specifications		X	
			25	Utility Specifications		X	
			30	Hydraulic Specifications		X	
			35	Water Pollution Control Specifications		X	
			40	Erosion Control Specifications		X	
			99	Other Draft Specification Products		X	
		40		Draft Plans, Specifications, and Estimates Quantities and Estimates		X	
			05	Roadway Quantities and Estimates		X	
			10	Highway Planting Quantities and Estimates		X	
			15	Drainage Quantities and Estimates		X	
			20	Traffic Quantities and Estimates		X	
			25	Electrical Quantities and Estimates		X	
			30	Utility Quantities and Estimates		X	
			35	Water Pollution Control Quantities and Estimates		X	
			40	Erosion Control Quantities and Estimates		X	
			99	Other Draft Plans, Specifications, and Estimates Quantities and Estimates Products		X	
		55		Structures Draft Plans, Specifications, and Estimates Incorporation		X	
		60		Updated Project Information for Plans, Specifications, and Estimates Package		X	
			05	Updated Storm Water Data Report		X	
			10	Other Reviews and Update of Project Information		X	
			90	NEPA Delegation	X		
			99	Other Draft Plans, Specifications, and Estimates Products		X	
3	235			Mitigate Environmental Impacts and Clean Up Hazardous Waste	X	X	
			05	Environmental Mitigation		X	
			05	Historical Structures Mitigation		X	
			10	Archaeological and Cultural Mitigation		X	
			15	Biological Mitigation		X	
			20	Environmental Mitigation Right of Way Work		X	
			25	Paleontology Mitigation		X	
			99	Other Environmental Mitigation Products		X	

		10		Detailed Site Investigation for Hazardous Waste		X	
			05	Right or Permit for Hazardous Waste Site Investigations		X	
			10	Hazardous Waste Sites Survey		X	
			15	Detailed Hazardous Waste Site Investigation		X	
			30	Hazardous Substances Disclosure Document (HSDD)		X	
			40	Updated Environmental Commitments Record		X	
			45	NEPA Delegation	X		
3	240			Draft Structures Plans, Specifications, and Estimates		X	
			50	Overall Draft Structures Plans, Specifications, and Estimates		X	
			55	Foundation Plan		X	
			60	Hydraulic Report		X	
			65	Preliminary Foundation Reports		X	
			70	Products Required to Ready Site for Subsurface Exploration		X	
			75	Draft General Plans		X	
			80	Foundation Reports		X	
			85	Draft Structure Plans		X	
			90	Draft Structures Special Provisions and Cost Estimate		X	
3	250			Final Structures PS&E Package		X	
			50	Project Review		X	
			55	Final Structure Plans		X	
			60	Final Structure Special Provisions and Cost Estimate		X	
3	255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X	X	
			05	Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package		X	
			10	Updated Plans, Specifications, and Estimates Package		X	
			05	Updated Roadway Plans, Specifications, and Estimates		X	
			10	Updated Highway Planting Plans, Specifications, and Estimates		X	
			15	Updated Traffic Plans, Specifications, and Estimates		X	
			20	Updated Hydraulic Plans, Specifications, and Estimates		X	
			25	Updated Technical Reports		X	
			30	Updated Utility Plans, Specifications, and Estimates		X	
			35	Updated Electrical Plans, Specifications, and Estimates		X	
			99	Other Updated Plans, Specifications, and Estimates Products		X	
			15	Environmental Re-evaluation	X		
			20	Final District Plans, Specifications, and Estimates Package		X	
			05	Reviewed Plans for Drafting Standards Compliance		X	
			10	Final Structures Specifications and Estimate Incorporated Into Final District Plans, Specifications, and Estimates		X	
			15	Request for Funds		X	
			25	Geotechnical Information Handout		X	
			30	Materials Information Handout		X	
			35	Construction Staking Package and Control		X	
			10	Construction Staking Package		X	
			20	Project Control for Construction		X	
			40	Resident Engineer's Pending File		X	
			45	NEPA Delegation	X		



		50		Secured Lease for Resident Engineer Office Space or Trailer		X	
		55		Contractor Outreach		X	
		65		Right of Way Certification Documentation		X	
		70		Right of Way Engineering Products		X	
		75		Upgrade/Updated Right of Way Certification Document		X	
3	260			Contract Bid Documents Ready to List		X	
		50		Project Submittal Ready to Process (PS&E)		X	
		60		Draft Contract Comments (DCC)		X	
		70		Draft Contract Comment Response (DR)		X	
		75		Environmental Certification at Ready to List		X	
		80		Draft Contract Ready		X	
		90		Ready to List		X	
4	195			Right of Way Property Management and Excess Land		X	
		40		Property Management		X	
		05		Fair Market Rent Determinations (Residential)		X	
		10		Fair Market Rent Determinations (Non-Residential)		X	
		15		Regular Property Management		X	
		20		Property Maintenance and Rehabilitation (Rentable Property)		X	
		25		Property Maintenance and Rehabilitation (Non-Rentable Property)		X	
		30		Hazardous Waste and Hazardous Materials		X	
		35		Transfer of Property to Clearance Status		X	
		99		Other Property Management Products		X	
		45		Excess Land		X	
		05		Excess Lands Inventory		X	
		10		Excess Land Appraisal and Public Sale Estimate		X	
		15		Government Code Section 54235 Administration		X	
		20		Property Disposal of Units Up to \$15,000		X	
		25		Property Disposal of Units Between \$15,001 and \$500,000		X	
		30		Property Disposal of Units Over \$500,000		X	
		35		CTC and AAC Coordination		X	
		99		Other Excess Land Products		X	
4	200			Utility Relocation		X	
		15		Approved Utility Relocation Plan		X	
		20		Utility Relocation Package		X	
		25		Utility Relocation Management		X	
		30		Utility Close Out		X	
		99		Other Utility Relocation Products		X	
4	220			Right of Way Engineering		X	
		05		Existing Land Net		X	
		05		Existing Records		X	
		10		Land Net Survey		X	
		25		Monumentation Perpetuation Record of Survey		X	
		10		Land Net Map		X	
		15		Right of Way Maps		X	
		05		Appraisal Map		X	
		95		Other Maps		X	

		20		Acquisition Documents		X	
			05	Deeds		X	
			15	Resolution of Necessity Package		X	
		25		Documents to Convey Property Rights		X	
			05	Director's Deed Package		X	
			95	Other Deeds and Documents		X	
		35		Field Located Right of Way		X	
			05	Flagged Right of Way		X	
			10	Staked Right of Way		X	
4	225			Obtain Right of Way Interests for Project Right of Way Certification		X	
		50		Parcel and Project Documentation		X	
		60		Right of Way Appraisals		X	
		65		Right of Way Acquisition		X	
		70		Right of Way Relocation Assistance		X	
		75		Right of Way Clearance		X	
		80		Right of Way Condemnation		X	
4	245			Post Right of Way Certification Work		X	
		50		Parcel and Project Documentation		X	
		60		Right of Way Appraisals		X	
		65		Right of Way Acquisition		X	
		70		Right of Way Relocation Assistance		X	
		75		Right of Way Clearance		X	
		80		Right of Way Condemnation		X	
3	265			Awarded and Approved Construction Contract		X	
		50		Contract Ready for Advertising		X	
		55		Advertised Contract		X	
		60		Bids Opened		X	
		65		Contract Award		X	
		70		Executed and Approved Contract		X	
		75		Independent Assurance		X	
5	270			Construction Engineering and General Contract Administration	X	X	
		10		Construction Staking Package and Control		X	
			10	Construction Staking Package		X	
			20	Project Control for Construction		X	
		15		Construction Stakes		X	
			15	Slope Stakes		X	
			25	Rough Grade Stakes		X	
			30	Final Grade Stakes		X	
			35	Drainage and Minor Structure Stakes		X	
			50	Miscellaneous Stakes		X	
			55	Photogrammetric Product for Construction		X	
			60	Ground Stakes for Major Structure		X	
			65	Superstructure Stakes for Major Structure		X	
		20		Construction Engineering Work		X	
			05	Resident Engineer's File Review		X	
			10	Project Plans, Special Provisions, and Estimate Review		X	
			15	Contract Pay Quantities		X	

		20	Lines and Grades Control		X	
		25	Contractors' Falsework Submittals Review		X	
		30	Contractors' Trenching and Shoring Submittals Review		X	
		35	Shop Plans Review		X	
		40	Cost Reduction Incentive Proposals Review		X	
		45	Contractors' Water Pollution Control Program Review		X	
		50	Technical Support		X	
		99	Other Construction Engineering Products		X	
	25		Construction Contract Administration Work		X	
		05	Secured Lease for Resident Engineer Office Space or Trailer		X	
		10	Set Up Construction Project Files		X	
		15	Pre-Construction Meeting		X	
		20	Progress Pay Estimates		X	
		25	Weekly Statement of Working Days		X	
		30	Construction Project Files and General Field Office Clerical Work		X	
		35	Labor Compliance Activities		X	
		40	Approved Subcontractor Substitutions		X	
		45	Coordination		X	
		50	Civil Rights Contract Compliance		X	
		99	Other Construction Contract Administration Products		X	
	30		Contract Item Work Inspection		X	
		05	Photographed Jobsite and Contractors' Operations		X	
		10	Inspection of Contractors' Work for Compliance		X	
		15	Contractors' Operations Relative to Safety Requirements Documentation		X	
		20	Daily Diary of Contract Operations		X	
		25	Punch List		X	
	35		Construction Material Sampling and Testing	X	X	
		05	Materials Sampling and Testing for Quality Assurance		X	
		10	Plant Inspection for Quality Assurance		X	
		15	Independent Assurance Sampling and Testing	X		
		20	Source Inspection		X	
	40		Safety and Maintenance Reviews		X	
	45		Relief From Maintenance Process		X	
	55		Final Inspection and Acceptance Recommendation		X	
	60		Plant Establishment Administration		X	
	65		Transportation Management Plan Implementation During Construction		X	
	75		NOTE: This WBS element is address in the text of this cooperative agreement. Resource Agency Permit Renewal and Extension Requests		X	
	80		Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
	99		Other Construction Engineering and General Contract Administration		X	
5	275		Construction Engineering and General Contract Administration of Structures Work		X	
		10	Office Administration Work for Structures		X	
		20	Field Administration Work for Structures		X	
		30	Contract Change Order Inspection for Structures Work		X	

		40		Safety Tasks for Structures Work		X	
5	285			Contract Change Order Administration		X	
		05		Contract Change Order Process		X	
			05	Need for Contract Change Order Determination		X	
			10	Draft Contract Change Order		X	
			15	Contract Change Order Approval		X	
			20	Payments for Contract Change Order Work		X	
		10		Functional Support		X	
			05	Field Surveys for Contract Change Order		X	
			10	Staking for Contract Change Order		X	
			15	Other Functional Support		X	
5	290			Resolve Contract Claims		X	
5	295			Accept Contract, Prepare Final Construction Estimate, and Final Report	X	X	
		05		Processed Estimate After Acceptance		X	
		10		Proposed Final Contract Estimate		X	
		15		As-Built Plans		X	
		20		Project History File		X	
		25		Final Report		X	
		30		Processed Final Estimate		X	
		35		Certificate of Environmental Compliance		X	
		40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X	
		45		Post-Construction Traffic Operations Activities			X
		99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X	
4	300			FINAL RIGHT OF WAY ENGINEERING		X	
		05		Right of Way Monumentation		X	
			05	Right of Way Monumentation Survey		X	
			10	Filed Monumentation Record of Survey		X	
		10		Trial Exhibits and Testimony		X	
		25		Relinquishment and Vacation Maps		X	
		30		Deed Package for Excess Land Transactions		X	
		35		Right of Way Record Map		X	