TRANSPORTATION MANAGEMENT PLAN DATA SHEET
(Preliminary TMP Elements and Costs)

Co/Rte/PM SON/101/PM 25.6/26.9 EA 3A2300 Project Engineer Fred Witteborn

Project Limit In Sonoma County on the Route 101 0.3 Mile South of Fulton road o/c to 0.5 Mile North of Airport Blvd. o/c.

Project Description Modify Airport Blvd./Fulton Road I/C complex. Build/Modify On/Off ramps, Widen Airport Blvd. from 2 to 4 lanes, turn pockets and Bike lanes.

1) Public Information

- x a. Brochures and Mailers
- X b. Press Release $
- ☐ c. Paid Advertising $
- ☐ d. Public Information Center/Kiosk $
- ☐ e. Public Meeting/Speakers Bureau
- ☐ f. Telephone Hotline
- ☐ g. Internet, E-mail
- X h. Notification to impacted groups (i.e. bicycle users, pedestrians with disabilities, others…)
- ☐ i. Others

Total $200,000.

2) Traveler Information Strategies

- ☐ a. Changeable Message Signs (Fixed) $
- X b. Changeable Message Signs (Portable) $210,000.
- X c. Ground Mounted Signs $3000.
- ☐ d. Highway Advisory Radio $
- ☐ e. Caltrans Highway Information Network (CHIN)
- X f. Detour maps (i.e. bicycle, vehicle, pedestrian...etc)
- ☐ g. Revised Transit Schedules/maps
- X h. Bicycle community information
- ☐ i. Others _____ $

3) Incident Management

- X a. Construction Zone Enhanced Enforcement Program (COZEEP) $560,000.
- ☐ b. Freeway Service Patrol $
- ☐ c. Traffic Management Team
- ☐ d. Helicopter Surveillance $
- ☐ e. Traffic Surveillance Stations (Loop Detector and CCTV) $
- ☐ f. Others _____ $

ATTACHMENT K

TMP Data Sheet (cont.)

4) Construction Strategies

- X a. Lane Closure Chart
- ☐ b. Reversible Lanes
- ☐ c. Total Facility Closure
- ☐ d. Contra Flow
- ☐ e. Truck Traffic Restrictions $ _____
- ☐ f. Reduced Speed Zone $ _____
- ☐ g. Connector and Ramp Closures
- ☐ h. Incentive and Disincentive $ _____
- ☐ i. Moveable Barrier $ _____
- ☐ k. Others _____ _____

5) Demand Management

- ☐ a. HOV Lanes/Ramps (New or Convert) $ _____
- ☐ b. Park and Ride Lots $ _____
- ☐ c. Rideshare Incentives $ _____
- ☐ d. Variable Work Hours
- ☐ e. Telecommute
- ☐ f. Ramp Metering (Temporary Installation) $ _____
- ☐ g. Ramp Metering (Modify Existing) $ _____
- ☐ h. Others _____ $ _____

6) Alternative Route Strategies

- ☐ a. Add Capacity to Freeway Connector $ _____
- ☐ b. Street Improvement (widening, traffic signal... etc) $ _____
- ☐ c. Traffic Control Officers $ _____
- ☐ d. Parking Restrictions
- ☐ e. Others _____ $ _____

7) Other Strategies

- ☐ a. Application of New Technology $ _____
- ☐ e. Others _____ $ _____

TOTAL ESTIMATED COST OF TMP ELEMENTS = $973,000.

PREPARED BY H.Parekh DATE 04/07/10

APPROVAL RECOMMENDED BY Shein Lin DATE 04/07/10

COOPERATIVE AGREEMENT

This agreement, effective on January 11, 2010, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

SONOMA COUNTY TANSPORTATION AUTHORITY, a public entity referred to as SCTA.

RECITALS

1. CALTRANS and SCTA, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.

2. WORK completed under this agreement contributes toward reconstructing the existing Airport Boulevard Interchange and improving operations between Airport Boulevard Interchange and Fulton Road Interchange on U.S. 101, referred to as PROJECT.

3. PARTNERS will cooperate to perform PA&ED and PS&E phases.

4. This agreement is separate from and does not modify or supersede prior Cooperative Agreements No. 4-1941 and 4-2105.

5. No PROJECT deliverables have been completed prior to this agreement.

6. The estimated date for COMPLETION OF WORK is December 31, 2011.

7. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

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://dot.ca.gov.

CEQA – The California Environmental Quality 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.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

ATTACHMENT L

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at http://www.fhwa.dot.gov/programs.html.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

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

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

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

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY'S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. 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 – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PA&ED (Project Approval and Environmental Document) – The project component that includes the activities required to deliver the project approval and environmental documentation for PROJECT.

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

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

PS&E (Plans, Specifications, and Estimates) – The project component that includes the activities required to deliver the plans, specifications, and estimates for PROJECT.

R/W (Right of Way) – The project component that includes the activities required to deliver the right of way for PROJECT.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their 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://dot.ca.gov.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

8. SCTA is SPONSOR for all WORK.

9. SCTA is the only FUNDING PARTNER for this agreement. SCTA's funding commitment is defined in the FUNDING SUMMARY.

10. CALTRANS is IMPLEMENTING AGENCY for PA&ED and PS&E.

SCOPE

Scope: General

11. All WORK will be performed in accordance with Federal and State laws, and regulations, and standards.

All WORK will be performed in accordance with CALTRANS STANDARDS and FHWA 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

12. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.

13. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way

14. SCTA may provide IQA for the portions of WORK outside existing and proposed SHS right of way.

15. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.

16. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.

17. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.

18. PARTNERS 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 if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

    PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work."

19. 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.

20. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

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

21. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional

can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.

22. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence, and where applicable, Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event said documents are shared between the PARTNERS.

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

23. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.

24. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.

25. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.

26. If HM-1 is found outside existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SCTA, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM-1 MANAGEMENT ACTIVITIES are undertaken with minimum impact to PROJECT schedule.

27. 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-2 MANAGEMENT ACTIVITIES.

28. 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.

29. 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.

30. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.

31. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.

32. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.

33. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.

34. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.

35. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

    CALTRANS, the State auditor, FHWA, and SCTA will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

    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 audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

    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.

36. PARTNERS consent to service of process as permitted by law.

37. 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, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.

38. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

39. If WORK stops for any reason, PARTNERS are still obligated to implement all 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.

40. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

41. CALTRANS will coordinate and obtain the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), U.S. Fish and Wildlife Service Approval, National Oceanic and Atmospheric Administration approval, and Regional Water Quality Control Board 401 Permit.

42. CALTRANS will prepare all required applications for the resource agency permits, agreements, and approval for PROJECT. CALTRANS will submit the applications to the appropriate resource agency.

43. CALTRANS will implement the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), U.S. Fish and Wildlife Service Approval, National Oceanic and Atmospheric Administration approval, and Regional Water Quality Control Board 401 Permit.

Scope: Project Approval and Environmental Document (PA&ED)

44. CALTRANS is the CEQA lead agency. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.

45. All partners involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.

46. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT and will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.

47. All partners involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser and the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.

48. CALTRANS will prepare or cause to be prepared the appropriate environmental documentation to meet CEQA requirements.

49. CALTRANS will prepare or cause to be prepared the appropriate NEPA environmental documentation to meet NEPA requirements.

50. Any partner preparing any portion of the CEQA environmental 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.

51. Any partner preparing any portion of the NEPA environmental 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.

52. CALTRANS will prepare, publicize and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.

53. CALTRANS will prepare, publicize, and circulate all NEPA-related public notices. CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

54. The CEQA lead agency will attend all CEQA-related public meetings.

55. The NEPA lead agency will attend all NEPA-related public meetings.

56. CALTRANS will plan, schedule, prepare materials for, and host all NEPA-related public meetings.

57. If a partner who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that partner must clearly state their role in PROJECT and the identity of the CEQA and NEPA lead agencies 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 or NEPA public review process.

    That partner will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10

working days prior to publication or use. If that partner makes any changes to the materials, that partner will allow the appropriate lead agency to review, comment on, and approve those changes 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. 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.

58. The partner preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

Scope: Plans, Specifications, and Estimates (PS&E)

59. CALTRANS will ensure that the engineering firm preparing the plans, specifications, and estimates will not be employed by or under contract to the PROJECT construction contractor.

    CALTRANS will not employ the engineering firm preparing the plans, specifications, and estimates for construction management of PROJECT.

    However, CALTRANS may retain the engineering firm during CONSTRUCTION to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

60. CALTRANS will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. All utility facilities not relocated or removed in advance of construction will be identified on the plans, specifications, and estimate for PROJECT.

61. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside the commitments of this agreement.

COST

Cost: General

62. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement

63. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.

64. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.

65. Independent of PROJECT, all costs for MANAGEMENT ACTIVITIES related to HM-1 found outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located. .

66. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.

67. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.

68. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.

69. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.

70. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.

71. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

72. Independent of WORK costs, SCTA will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

73. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.

74. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.

75. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts 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.

76. 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, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time are PARTNERS amend this agreement.

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

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

78. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.

79. All funds identified in the FUNDING SUMMARY will be exhausted proportionately for each project component.

80. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: Project Approval and Environmental Document (PA&ED)

81. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is a WORK cost.

82. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is a WORK cost.

83. FUNDING PARTNERS will share the cost of PA&ED as shown on the FUNDING SUMMARY.

84. The following partners will submit invoices for PA&ED:
    - CALTRANS will invoice SCTA

85. PARTNERS will exchange funds for actual costs.

    CALTRANS will invoice SCTA for a $250,000 initial deposit upon execution of this agreement. This deposit represents two (2) months' estimated support costs.

    Thereafter, CALTRANS will submit to SCTA monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

    After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: Plans, Specifications, and Estimates (PS&E)

86. FUNDING PARTNERS will share the cost of PS&E as shown on the FUNDING SUMMARY.

87. The following partners will submit invoices for PS&E:
    - CALTRANS will invoice SCTA

88. PARTNERS will exchange funds for actual costs.

    CALTRANS will invoice SCTA for a $332,000 initial deposit upon execution of this agreement. This deposit represents two (2) months' estimated support costs.

    Thereafter, CALTRANS will submit to SCTA monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

    After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

SCHEDULE

89. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

90. This agreement will be understood 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 legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.

91. 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.

92. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.

93. Neither SCTA 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 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 SCTA 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 under this agreement.

94. 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 SCTA under or in connection with any work, authority, or jurisdiction conferred upon SCTA under this agreement.

    It is understood and agreed that SCTA 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 SCTA under this agreement.

95. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.

96. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.

97. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.

98. 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.

99. 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.

100. If any partner defaults in their agreement obligations, the non-defaulting partner(s) 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(s) may initiate dispute resolution.

101. 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 director of SCTA will attempt to negotiate a resolution. If no resolution is reached, 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 WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

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.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

Prior to completion of State Services for PROJECT, SCTA may terminate PROJECT and this Agreement in writing. SCTA shall reimburse State for all PROJECT related costs incurred by State up to termination date in addition to any costs incurred by reason of termination. SCTA and CALTRANS to coordinate regarding logical termination point, in terms of usable product and reasonable time for proper close-out/termination. All engineering and environmental documents, including raw data and draft PS&E and other documents prepared up to the time of termination shall become property of State.

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

103. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.

104. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.

105. 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.

106. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.

107. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

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

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

109. 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.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:
Ray Centeno, Supervising T.E
111 Grand Avenue
Oakland, California 94126
Office Phone: (510) 286-5800
Mobile Phone: (510) 715-6450
Email: rey_centeno@dot.ca.gov

The primary agreement contact person for SCTA is:
John Maitland, SCTA Deputy Director
490 Mendocino Ave, Suite 206
Santa Rosa, California 95401
Office Phone: (707) 565-5377
Mobile Phone: (707) 326-4072
Email: jmaitla1@sctainfo.org

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

By: _____
Helena (Lenka) Culik-Caro
Deputy District Director, Design

CERTIFIED AS TO FUNDS:

By: _____ For C.S.
Cynthia Stratton
District Budget Manager

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: _____
Mike Kerns
SCTA Board Chair

Attest: _____
Suzanne Smith
Executive Director

APPROVED AS TO FORM AND PROCEDURE

By: _____
Kathy Larocque
SCTA Attorney

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	SCTA	N/A
2					**Project Approval and Environmental Document (PA&ED) - 160, 165, 175, 180, 205**	X		
	160				Perform Preliminary Engineering Studies and Draft Project Report	X		
		05			Updated Project Information	X		
		10			Engineering Studies	X		
		15			Draft Project Report	X		
		20			Engineering and Land Net Surveys	X		
		30			Environmental Study Request (ESR)	X		
		40			NEPA Delegation	X		
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies	X		
	165				Perform Environmental Studies and Prepare Draft Environmental Document	X		
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document	X		
		10			General Environmental Studies	X		
		15			Biological Studies	X		
		20			Cultural Resource Studies	X		
			05		Archaeological Survey	X		
				05	Area of Potential Effects/Study Area Maps	X		
				10	Native American Consultation	X		
				15	Records and Literature Search	X		
				20	Field Survey	X		
				25	Archaeological Survey Report	X		
				99	Other Archaeological Survey Products	X		
			10		Extended Phase I Archaeological Studies	X		
				05	Native American Consultation	X		
				10	Extended Phase I Proposal	X		
				15	Extended Phase I Field Investigation	X		
				20	Extended Phase I Materials Analysis	X		
				25	Extended Phase I Report	X		
				99	Other Phase I Archaeological Study Products	X		
			15		Phase II Archaeological Studies	X		
				05	Native American Consultation	X		
				10	Phase II Proposal	X		
				15	Phase II Field Investigation	X		
				20	Phase II Materials Analysis	X		
				25	Phase II Report	X		
				99	Other Phase II Archaeological Study Products	X		
			20		Historical and Architectural Resource Studies	X		

				05	Preliminary Area of Potential Effects/Study Area Maps for Architecture	X		
				10	Historic Resources Evaluation Report - Archaeology	X		
				15	Historic Resource Evaluation Report - Architecture (HRER)	X		
				20	Bridge Evaluation	X		
				99	Other Historical and Architectural Resource Study Products	X		
			25		Cultural Resource Compliance Consultation Documents	X		
				05	Final Area of Potential Effects/Study Area Maps	X		
				10	PRC 5024.5 Consultation	X		
				15	Historic Property Survey Report/Historic Resources Compliance Report	X		
				20	Finding of Effect	X		
				25	Archaeological Data Recovery Plan/Treatment Plan	X		
				30	Memorandum of Agreement	X		
				99	Other Cultural Resources Compliance Consultation Products	X		
		25			Draft Environmental Document or Categorical Exemption/Exclusion	X		
			10		Section 4(F) Evaluation	X		
			20		Environmental Quality Control and Other Reviews	X		
			25		Approval to Circulate Resolution	X		
			30		Environmental Coordination	X		
			99		Other Draft Environmental Document Products	X		
		30			NEPA Delegation	X		
		45			Required Permits During PA&ED Development	X		
		50			Permits During PA&ED Development	X		
	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification	X		
	180				Prepare and Approve Project Report and Final Environmental Document	X		
		05			Final Project Report	X		
		10			Final Environmental Document	X		
			05		Approved Final Environmental Document	X		
				25	Statement of Overriding Considerations	X		
				30	CEQA Certification	X		
				40	Section 106 Consultation and MOA	X		
				45	Section 7 Consultation	X		
				50	Final Section 4(F) Statement	X		
				55	Floodplain Only Practicable Alternative Finding	X		
				60	Wetlands Only Practicable Alternative Finding	X		
				65	Section 404 Compliance	X		
				70	Mitigation Measures	X		
			10		Public Distribution of Final Environmental Document and Respond To Comments	X		
			15		Final Right of Way Relocation Impact Document	X		
			99		Other Final Environmental Document Products	X		
		15			Completed Environmental Document	X		
			05		Record of Decision (NEPA)	X		
			10		Notice of Determination (CEQA)	X		
			20		Environmental Commitments Record	X		
			99		Other Completed Environmental Document Products	X		
		20			NEPA Delegation	X		

	205				Obtain Permits, Agreements, and Route Adoptions	X		
3					**Plans, Specifications, and Estimates (PS&E) - 185, 230, 235, 240, 250, 255, 260, 265**	X		
	185				Prepare Base Maps and Plan Sheets for PS&E Development	X		
	230				Prepare Draft Plans, Specifications, and Estimates	X		
	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste	X		
	240				Draft Structures Plans, Specifications, and Estimates	X		
	250				Final Structures Plans, Specifications, and Estimates Package	X		
	255				Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X		
	260				Contract Bid Documents Ready to List	X		
	265				Awarded and Approved Construction Contract			X

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	PS&E	Total Funds
LOCAL	SCTA	Measure	$790,000.00	$3,650,000.00	$4,440,000.00
		Subtotals by Component	$790,000.00	$3,650,000.00	$4,440,000.00

Resolution No. 2009-024
Sonoma County Transportation Authority
Santa Rosa, California
September 14, 2009

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING STAFF TO NEGOTIATE AND FOR THE CHAIR TO EXECUTE COOPERATIVE AGREEMENT NO. 4-2275 WITH THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) AND FOR PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) SERVICES FOR THE HWY 101 NORTH PHASE B (AIRPORT BLVD - PHASE 4) PROJECT IN AN AMOUNT NOT TO EXCEED $4,440,000

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes $15,000,000 in 2004 dollars, for the Airport Blvd. Improvements and Airport Blvd Interchange Local Street Project funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter "Authority") and the County of Sonoma, (hereinafter "County") have entered into Cooperative Funding Agreement No. M30210-05 regarding Airport Boulevard Improvements; and

WHEREAS, County, Caltrans, and Authority are working in close cooperation to deliver the Hwy 101 North Phase B (Airport Blvd. Phase 4) project; and

WHEREAS, Airport Blvd. Phase 4 Measure M Local Streets Project funds and other County funds are being combined with Measure M Hwy 101 North projects funds as shown in the 2007 Measure M Strategic Plan and as outlined in the proposed Draft Measure M 2009 Strategic Plan for the design (PS&E), environmental (PA&ED), and Right-of-Way Support phases of the Airport Blvd Phase 4 project and for PA&ED and PS&E phases for the Hwy 101 North B project; and

WHEREAS, the Authority has previously authorized staff to negotiate and the Chair to execute an amendment to Measure M Funding Agreement No. 30210-05 thereby removing the Airport Blvd. Phase 4 project from the cooperative funding agreement and to authorize staff to negotiate and for the Chair to execute a new separate agreement with the County for the PA/ED, PS&E, and Right-of-Way Support phases of the Airport Blvd. Phase 4 project pending review of the terms and conditions by County Counsel; and

WHEREAS, a Cooperative Funding agreement for PA&ED and PS&E is needed to be executed with the State Department of Transportation (Caltrans) in order to proceed with the design and environmental revalidation of the Airport Blvd - Phase 4 interchange project in conjunction with the Hwy 101 North B Project on the Highway 101 corridor; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorizes staff to negotiate and for the Chair to execute Cooperative Agreement 4-2275 with the California Department of Transportation (Caltrans).

Resolution No. 2009-024
Sonoma County Transportation Authority
Santa Rosa, California
September 14, 2009

THE FOREGOING RESOLUTION was moved by Director Kelley, seconded by Director McGuire, and approved by the following vote:

Director Brown	Absent	Director MacKenzie	Absent
Director Gilardi	Absent	Director McGuire	Aye
Director Glass	Aye	Director Russell	Aye
Director Gurney	Aye	Director Salmon	Absent
Director Kelley	Aye	Director Gallian	Aye
Director Kerns	Aye	Director Wysocky	Absent

Ayes: 7 Noes: 0 Absent: 5 Abstain: 0

Mike Kerns

Mike Kerns, SCTA Chair

This **RESOLUTION** was entered into at a meeting of the Sonoma County Transportation Authority held on September 14, 2009 in Santa Rosa, California

Suzanne Smith

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority

(Rev. 3/04/10)

PAVEMENT STRATEGY CHECKLIST

Date: May 12, 2010

Project description and project elements: Project is located on Route 101 in Sonoma County at the Airport Boulevard/Fulton Road Interchange Complex. The project will modify the Airport/ Fulton Complex by making the Airport Boulevard Interchange a complete interchange and by closing all access to Route 101 at Fulton Road. This will involve constucting new ramps, reconstructing existing ramps and reconstructing the Airport Boulevard Overcrossing. Airport Boulevard will be widened from 2 to 4 lanes plus turn pockets.

EA: 04-3A2300 Project Manager: Rey Centeno

Co/Rte: Son-101 Office: Design North Counties

Project Engineer: Fred Witteborn Initial: FW Program: Sonoma County Measure M

Design Senior: Jonathan Lee Initial: JL PM Limits: 25.6/26.9

Materials Engineer (8th floor) : Ashok Das Signature

This project is at the following phase (please check one):

☐ PID (PSSR, etc.) ☒ PR ☒ PS&E ☐ OTHER

Describe existing structural section (e.g., shoulder, traveled way). Show limits if different sections are within the project: Route 101 mainline has, for shoulders and gores, the following: 0.1' OGFC, 0.65' HMA(A), 0.7' LCB, 1.8' AS(4). For the lanes, the mainline has the following: 0.1' OGAC, 0.148'RAC(G), 0.1'AC(A), PRF, 0.1'AC(Leveling), 0.67' PCC, 0.33' CTB(B), 1'AS(2). The existing Airport Boulevard has 0.55' AC(A), 0.25' AC(B), 0.5' CTB(B), 1' AS(2). It also has some widened sections that have 0.55' AC(A) and 2.04' AB(2). The rest of the mainline and the ramps are not relevant to the scope.

What pavement types/structural sections does Materials propose for each segment (shoulders and traveled way)?

A .Mainline: 0.1' OGFC, 0.65' HMA(A), 0.7' LCB, 1.8' AS(4).

B. Airport Bl.: 0.55' HMA(A), 0.95' AB(3), 1.1' AS(4) for fill AND 1.5' AS(4) for cut.

C. Ramps: 0.55' HMA(A), 0.85' AB(3), 0.95' AS(4) for fill AND 1.25' AS(4) for cut.

Pavement is involved in:

☒ Entire project OR ☐ Part of the project

Assumptions (Is future widening in Regional Transportation Plan? Yes or no?): Please provide information for all of the following items that apply to this project.

ATTACHMENT M

	Yes	No	Question
1.	☐	☒	Are you implementing an innovative strategy (e.g., cold foam Hot-Mix Asphalt (HMA)), pre-cast concrete pavement, continuously reinforced pavement, etc)? If so, which are you implementing and why? If not, why not? Project is on local street and on freeway ramps. Mainline paving to match existing.
2.	☐	☒	Has Rapid Rehab strategy been considered (e.g., weekend closures and lane replacements)? Explain: Extent of mainline paving is to add gore areas for new or reconstructed ramps. Rehab of mainline pavement completed on previous project.
3.	☐	☒	Are you using Rubberized Hot-Mix Asphalt (RHMA) in this project? If not, justify: Project does not rehab. Total quantity of AC is < 25K tons.
4.	☒	☐	Was Life Cycle Analysis performed? LCCA was approved for "parent" project EA 0A1000, on 9/11/2007. 20-year design was selected. Provide Life Cycle Analysis and results.
5.	☐	☒	Does existing pavement have a settlement problem? Explain:
6.	☐	☒	a) Is this project (or part of project) maintaining the grade profile? No, project regrades local road and on/off ramps. b) If not, explain how the profile change affects the pavement strategy choice (cut v. fill): Since cut areas are susceptible to seasonal ground water intrusion, a thicker subbase section was proposed for cut sections.
7.	☒	☐	Will there be a new barrier?
8.	☒	☐	Is the proposed structural section on cut or fill or both? Provide limits of both, if applicable. Both cut and fill, but mostly fill. Cut areas are near the gores.
9.	☒	☐	Are highly expansive basement soils present? Studies done under "parent" project EA 0A1000 showed clayey, low R-value soils present.
10.	☒ ☐	☐ ☐	Are as-builts (including structural section information regarding edge drains, under drains, lime treatment, permeable blanket, etc.) available? If no, did you check map files and online? If yes, existing structural section was based on (check one): ☒ as-built ☐ actual boring

	Yes	No	Question
11.	☒	☐	Do the project limits have problems with groundwater (e.g., high water table, flow requirements, etc.)? If yes, explain: Existing grade and cut areas are susceptible to seasonal high groundwater.
12.	☐	☒	Has the availability of pavement materials (i.e., long haul distances from plants) been considered? If yes, how does material availability affect pavement type selection?
13.	☐ ☐	☒ ☐	Will the existing pavement be rehabilitated? What are the age and condition of the existing adjacent lanes? Explain: Existing mainline was rehabilitated this past year. The rest of the project is new construction or reconstruction.
14.	☐	☐	What is the type of pavement/structural section (corridor pavement type/structural section continuity) on upstream/downstream roadway? Explain if several: AC pavement is used exclusively. The recent rehab of the mainline put AC overlay on old PCC.
15.	☐ ☐	☒ ☐	Is TMP data (lane closure charts) available and was it considered? Lane closure charts were not available at the time. Will there be nighttime paving? If so, provide lane closure hours:_____.
16.	☐	☒	Was field Maintenance input considered?
17.	☐	☒	Were climate conditions (extreme temperature, rainfall, etc.) considered? If so, which ones do you anticipate affecting the pavement job?
18.			Which stage construction requirements (matching adjacent sections, temporary paving, etc.) were considered? For the mainline pavement for the gore areas and shoulders, matching adjacent was considered. The rest is new const.
19.	☐	☒	Is this a large-scale project? Explain all quantity take-off: OGFC=600 tons. HMA(A)= 22000 tons, LCB= 2400 CY, AB= 14000 CY, AS=27000 CY
20.	☒	☐	Is there Open-Graded Hot-Mix Asphalt (OGHMA) on the existing pavement?

	Yes	No	Question
21.	☐	☒	Was environmental impact considered? Explain: Of course, environmental regulation is being followed, but was NOT a factor in determining structural section.
22.			What is the proposed pavement design life? To match parent project, 20-year design is used.
23.			What is the final lane line configuration? On Airport Bl., two thru-lanes per direction, plus turn pockets and bike lanes. Ramps vary depending on number of lanes. Mainline is existing condition.
24.	☐	☒	Are there vertical clearance issues? If yes, explain:
25.			What is the traffic index? 20 year TIs are as follows: Mainline= 13.5, Airport Bl.= 11.5, Ramps= 10.0.
26.	☐	☒	Are there existing retrofit edge drains?
27.	☒	☐	Will shoulders be used as detours?
28.	☒ ☒	☐ ☐	Is there settlement at bridge approaches? Are bridge approach slabs being replaced? Does such replacement include shoulders? Approach slabs will be used on new bridge structures. Consulted with structures maintenance representative on _____.
29.	☒	☐	Is there a minimum standard (2% or 1.5%) cross-slope? 2% If not standard, provide date of design exception approval:_____
30.			Provide the pavement condition report.
31	☐	☒	Other factors? Explain: