08-SBd-15 PM 14.0/R16.4
08-SBd-215 PM 16.0/17.8
Improvement on I-15/I-215
Interchanges
EA 0K7100
District Agreement No. 8-1383 A/1

REPLACEMENT AGREEMENT
(AMENDMENT NO. 1 TO AGREEMENT)

This AMENDMENT NO.1 TO AGREEMENT (AMENDMENT), entered into effective on APRIL 07, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a
public entity referred to herein as
"AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the County of San Bernardino.

2. The parties hereto entered into an Agreement No. 8-1383, on March 11, 2008, said Agreement defining the terms and condition of a project to construct improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC, referred to herein as "PROJECT."

3. Said Agreement stated that AUTHORITY prepared Project Approval and Environmental Document (PA&ED) and was willing to fund one hundred percent (100%) of all PA&ED support costs for PROJECT.

4. Now, STATE and AUTHORITY agree to replace in its entirety Agreement No. 8-1383 with Replacement Agreement (Amendment No. 1 to Agreement 8-1383) under which AUTHORITY, at its own expense, request STATE to prepare certain PA&ED activities, referred to herein as "SERVICE", as shown on Exhibit A, attached to and made a part of this Agreement.

5. STATE funds will not be used to finance any of the PROJECT support costs except as set forth in this Agreement.

6. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.

7. PROJECT design, right of way, landscape maintenance and construction will be the subject of a separate future agreement or agreements.

8. This Agreement will define the roles and responsibilities of the California Environmental Quality Act (CEQA) Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with National Environmental Policy Act (NEPA), if applicable.

9. The parties now define herein below the terms and conditions under which PROJECT is to be developed and financed.

10. This project will qualify STATE to administer the PROJECT as a Design Build.

SECTION I

STATE AGREES:

1. To provide SERVICE, including the CEQA Lead Agency and the NEPA Lead Agency, if applicable, and all work incidentals thereto at one hundred percent (100%) AUTHORITY's expense estimated to be $195,000 as shown on Exhibit B, attached to and made a part of this Agreement. If it becomes necessary for an increase in SERVICE funding, said increase will be paid in full by AUTHORITY using local funds.

2. Not to use STATE funds to finance any of the PROJECT PA&ED support costs except as set forth in this Agreement.

3. To account for all PROJECT costs to be paid for by AUTHORITY pursuant to this Agreement.

4. STATE will submit monthly invoices for monthly costs of SERVICE to AUTHORITY based on the prior month's actual expenditures.

5. To submit a monthly progress report to AUTHORITY which describes the SERVICES performed and completed during the reporting period with pertinent data such as expenditures and percentage progress achieved to date, all in accordance with STATE's standard accounting practices.

6. All PROJECT work performed by STATE on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow.

7. To prepare a Project Report (PR), the environmental documentation, including all investigative studies and technical environmental reports, all necessary SERVICE activities, and services, by STATE, at no cost to STATE, and to submit each to AUTHORITY for AUTHORITY's review at appropriate stages of development.

8. To be responsible for, the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any SERVICE work.

SECTION II

AUTHORITY AGREES:

1. To pay one hundred percent (100%) estimated to be $195,000 for STATE's SERVICE.

2. To monitor actual SERVICE expenditures and to provide notice to STATE should the expected actual SERVICE costs exceed the budgeted amount of $195,000. If said costs exceed $195,000 and AUTHORITY fails to secure additional funding, STATE shall cease SERVICE until such funds are forthcoming.

3. To make payment to STATE within thirty (30) days of receiving the invoice for the prior month's actual expenses. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by AUTHORITY using local funds.

4. AUTHORITY will perform all the work that is under their name in EXHIBIT A at their own expense.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).

2. In the event of a SERVICE cost overrun, STATE and AUTHORITY will work cooperatively to identify an acceptable course of action. Additional costs and

responsibilities for any required actions that exceed the SERVICE budgeted costs shall be covered by an amendment to this agreement.

3. The Project Study Report (PSR) for PROJECT, approved on March 3, 2009, is by this reference, made an express part of this Agreement.

4. The basic design features shall comply with those addressed in the approved PSR, unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Highway Administration (FHWA) or STATE.

5. STATE will be the CEQA Lead Agency and AUTHORITY will be the CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. STATE will assess PROJECT impacts on the environment and STATE will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if applicable, NEPA.

   If, during preparation of preliminary engineering, preparation of the Plans Specifications and Estimates, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by STATE at AUTHORITY's expense.

6. STATE agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate regulatory agencies. If the parties agree in writing that AUTHORITY is responsible for obtaining said PROJECT permits. Agreements, and/or approvals from appropriate regulatory agencies, then those said costs shall be a PROJECT cost.

7. STATE shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.

8. Notwithstanding Articles 6 and 7 of this Section III, in the event that Article 2 of Section II occurs, AUTHORITY agrees, at AUTHORITY's cost, to ensure all commitments and conditions set forth in the PROJECT's environmental documentation, permits, agreements or approvals that are required to keep PROJECT in environmental compliance are implemented until additional funds are procured for PROJECT and this Agreement is amended accordingly.

9. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental reports, permits, agreements, and/or approvals for

PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

10. STATE, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public meetings/hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

    STATE, as a PROJECT cost, shall be responsible for planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, public meetings/hearings on the environmental document. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.

11. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.

12. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

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

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

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

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

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

15. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

    Any management activity cost associated with HM-2 is a PROJECT construction cost.

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

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

18. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the design, right of way, landscape maintenance, and construction phases of PROJECT.

19. STATE invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. STATE establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.

20. AUTHORITY followed applicable state and federal policies and procedures during the procurement process for the PA&ED consultant and the STATE was involved in the selection process.

21. STATE and AUTHORITY will share the completion of activities as shown on EXHIBIT A.

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

23. Neither STATE 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 AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

24. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

25. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.

26. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

27. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2016, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RANDELL H. IWASAKI
Director of Transportation

By: _____
for RAYMOND W. WOLFE, PhD
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
LISA PACHECO
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
PAUL M. EATON
Board President

Attest: _____
~~VICKI WATSON~~ ANNA ALDANA
~~Board Clerk~~ Asst. to the
Clerk of the Board

APPROVED AS TO FORM AND PROCEDURE:

By: _____
JEAN-RENE BASLE
Counsel

EXHIBIT A

SCOPE SUMMARY

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2	Project Approval and Environmental Document (PA&ED) - 160, 165, 170, 175, 180, 205	X	X	
2.160	PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT		X	
2.160.05	UPDATED PROJECT INFORMATION		X	
2.160.05.05	APPROVED PID REVIEW		X	
2.160.05.10	GEOTECHNICAL INFORMATION REVIEW		X	
2.160.05.15	MATERIALS INFORMATION REVIEW		X	
2.160.05.20	TRAFFIC DATA AND FORECASTS REVIEW		X	
2.160.05.25	GEOMETRICS REVIEW		X	
2.160.05.30	PROJECT SCOPE REVIEW		X	
2.160.05.35	PROJECT COST ESTIMATE REVIEW		X	
2.160.05.99	OTHER PROJECT INFORMATION PRODUCTS		X	
2.160.10	ENGINEERING STUDIES		X	
2.160.10.10	TRAFFIC FORECASTS/MODELING		X	
2.160.10.15	GEOMETRIC PLANS FOR PROJECT ALTERNATIVES		X	
2.160.10.20	VALUE ANALYSIS		X	
2.160.10.25	HYDRAULICS/HYDROLOGY STUDIES		X	
2.160.10.30	HIGHWAY PLANTING DESIGN CONCEPTS		X	
2.160.10.35	TRAFFIC OPERATIONAL ANALYSIS		X	
2.160.10.40	UPDATED RIGHT OF WAY DATA SHEET		X	
2.160.10.45	UTILITY LOCATIONS DETERMINED FOR PRELIMINARY ENGINEERING		X	
2.160.10.50	RAILROAD STUDY		X	

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.160.10.55	MULTI-MODAL STUDY			X
2.160.10.60	PARK AND RIDE STUDY			X
2.160.10.65	RIGHT OF WAY RELINQUISHMENT AND VACATION STUDY			X
2.160.10.70	TRAFFIC STUDIES		X	
2.160.10.75	UPDATED MATERIALS INFORMATION		X	
2.160.10.80	UPDATED GEOTECHNICAL INFORMATION		X	
2.160.10.85	STRUCTURES ADVANCE PLANNING STUDY [APS] AND PRELIMINARY ENGINEERING		X	
2.160.10.90	HIGH OCCUPANCY VEHICLE REPORT			X
2.160.10.95	UPDATED PRELIMINARY TRANSPORTATION MANAGEMENT PLAN		X	
2.160.10.99	OTHER ENGINEERING STUDIES		X	
2.160.15	DRAFT PROJECT REPORT		X	
2.160.15.05	COST ESTIMATES FOR ALTERNATIVES		X	
2.160.15.10	FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS		X	
2.160.15.15	APPROVED EXCEPTIONS TO ENCROACHMENT POLICY	X		
2.160.15.20	DRAFT PROJECT REPORT		X	
2.160.15.25	DRAFT PROJECT REPORT CIRCULATION REVIEW AND APPROVAL	X		
2.160.15.99	OTHER DRAFT PROJECT REPORT PRODUCTS		X	
2.160.20	ENGINEERING AND LAND NET SURVEYS		X	
2.160.20.25	EXISTING RECORDS		X	
2.160.20.30	LAND NET SURVEYS		X	
2.160.20.35	LAND NET MAP		X	
2.160.20.40	RIGHT OF WAY ENGINEERING PRODUCTS		X	
2.160.20.50	CONTROL SURVEYS		X	
2.160.20.55	PHOTOGRAMMETRIC MAPS AND PRODUCTS		X	

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.160.20.60	ENGINEERING SURVEYS		X	
2.160.20.65	AS-BUILT CENTERLINE SURVEYS		X	
2.160.20.70	PAVEMENT SURVEYS		X	
2.160.30	ENVIRONMENTAL STUDY REQUEST		X	
2.160.30.05	MAPS FOR ESR		X	
2.160.30.10	SURVEYS AND MAPPING FOR ENVIRONMENTAL STUDIES		X	
2.160.30.15	PROPERTY ACCESS RIGHTS FOR ENVIRONMENTAL/ENGINEERING STUDIES		X	
2.160.40	NEPA DELEGATION	X		
2.160.45	BASE MAPS AND PLAN SHEETS FOR PROJECT REPORT AND ENVIRONMENTAL STUDIES		X	
2.165	PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT		X	
2.165.05	ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X	
2.165.05.05	PROJECT INFORMATION REVIEW		X	
2.165.05.10	PUBLIC AND AGENCY SCOPING PROCESS		X	
2.165.05.15	ALTERNATIVES FOR FURTHER STUDY		X	
2.165.05.99	OTHER ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X	
2.165.10	GENERAL ENVIRONMENTAL STUDIES		X	
2.165.10.15	COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES		X	
2.165.10.20	VISUAL IMPACT ASSESSMENT AND SCENIC RESOURCE EVALUATION		X	
2.165.10.25	NOISE STUDY		X	
2.165.10.30	AIR QUALITY STUDY		X	
2.165.10.35	WATER QUALITY STUDIES		X	
2.165.10.40	ENERGY STUDIES		X	
2.165.10.45	SUMMARY OF GEOTECHNICAL REPORT		X	
2.165.10.55	DRAFT RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X	

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.165.10.60	LOCATION HYDRAULIC AND FLOODPLAIN STUDY REPORT		X	
2.165.10.65	PALEONTOLOGY STUDY		X	
2.165.10.70	WILD AND SCENIC RIVERS COORDINATION		X	
2.165.10.75	ENVIRONMENTAL COMMITMENTS RECORD		X	
2.165.10.80	HAZARDOUS WASTE INITIAL SITE ASSESSMENTS/INVESTIGATIONS		X	
2.165.10.85	HAZARDOUS WASTE PRELIMINARY SITE INVESTIGATIONS		X	
2.165.10.99	OTHER ENVIRONMENTAL STUDIES		X	
2.165.15	BIOLOGICAL STUDIES		X	
2.165.15.05	BIOLOGICAL ASSESSMENT		X	
2.165.15.10	WETLANDS STUDY		X	
2.165.15.15	RESOURCE AGENCY PERMIT RELATED COORDINATION	X		
2.165.15.20	NATURAL ENVIRONMENT STUDY REPORT		X	
2.165.15.99	OTHER BIOLOGICAL STUDIES		X	
2.165.20	CULTURAL RESOURCE STUDIES		X	
2.165.20.05	ARCHAEOLOGICAL SURVEY		X	
2.165.20.05.05	AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
2.165.20.05.10	NATIVE AMERICAN CONSULTATION		X	
2.165.20.05.15	RECORDS AND LITERATURE SEARCH		X	
2.165.20.05.20	FIELD SURVEY		X	
2.165.20.05.25	ARCHAEOLOGICAL SURVEY REPORT		X	
2.165.20.05.99	OTHER ARCHAEOLOGICAL SURVEY PRODUCTS		X	
2.165.20.10	EXTENDED PHASE I ARCHAEOLOGICAL STUDIES		X	
2.165.20.10.05	NATIVE AMERICAN CONSULTATION		X	
2.165.20.10.10	EXTENDED PHASE I PROPOSAL		X	

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.165.20.10.15	EXTENDED PHASE I FIELD INVESTIGATION		X	
2.165.20.10.20	EXTENDED PHASE I MATERIALS ANALYSIS		X	
2.165.20.10.25	EXTENDED PHASE I REPORT		X	
2.165.20.10.99	OTHER PHASE I ARCHAEOLOGICAL STUDY PRODUCTS		X	
2.165.20.15	PHASE II ARCHAEOLOGICAL STUDIES		X	
2.165.20.15.05	NATIVE AMERICAN CONSULTATION		X	
2.165.20.15.10	PHASE II PROPOSAL		X	
2.165.20.15.15	PHASE II FIELD INVESTIGATION		X	
2.165.20.15.20	PHASE II MATERIALS ANALYSIS		X	
2.165.20.15.25	PHASE II REPORT		X	
2.165.20.15.99	OTHER PHASE II ARCHAEOLOGICAL STUDY PRODUCTS		X	
2.165.20.20	HISTORICAL AND ARCHITECTURAL RESOURCE STUDIES		X	
2.165.20.20.05	PRELIMINARY AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS FOR ARCHITECTURE		X	
2.165.20.20.10	HISTORIC RESOURCES EVALUATION REPORT - ARCHAEOLOGY		X	
2.165.20.20.15	HISTORIC RESOURCES EVALUATION REPORT - ARCHITECTURE		X	
2.165.20.20.20	BRIDGE EVALUATION		X	
2.165.20.20.99	OTHER HISTORICAL AND ARCHITECTURAL RESOURCE STUDY PRODUCTS		X	
2.165.20.25	CULTURAL RESOURCE COMPLIANCE CONSULTATION DOCUMENTS		X	
2.165.20.25.05	FINAL AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
2.165.20.25.10	PRC 5024.5 CONSULTATION		X	
2.165.20.25.15	HISTORIC PROPERTY SURVEY REPORT/HISTORIC RESOURCES COMPLIANCE REPORT		X	
2.165.20.25.20	FINDING OF EFFECT		X	
2.165.20.25.25	ARCHAEOLOGICAL DATA RECOVERY PLAN/TREATMENT PLAN		X	
2.165.20.25.30	MEMORANDUM OF AGREEMENT		X	

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.165.20.25.99	OTHER CULTURAL RESOURCES COMPLIANCE CONSULTATION PRODUCTS		X	
2.165.25	DRAFT ENVIRONMENTAL DOCUMENT	X		
2.165.25.05	DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS	X		
2.165.25.10	SECTION 4(F) EVALUATION	X		
2.165.25.15	CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION			X
2.165.25.20	ENVIRONMENTAL QUALITY CONTROL AND OTHER REVIEWS	X		
2.165.25.25	APPROVAL TO CIRCULATE RESOLUTION	X		
2.165.25.30	ENVIRONMENTAL COORDINATION	X		
2.165.25.99	OTHER DRAFT ENVIRONMENTAL DOCUMENT PRODUCTS	X		
2.165.30	NEPA DELEGATION	X		
2.170	PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS DURING PA&ED COMPONENT			X
2.170.05	REQUIRED PERMITS			X
2.170.10	PERMITS			X
2.170.10.05	U.S. ARMY CORPS OF ENGINEERS PERMIT (404)			X
2.170.10.10	U.S. FOREST SERVICE PERMIT(S)			X
2.170.10.15	U.S. COAST GUARD PERMIT			X
2.170.10.20	DEPARTMENT OF FISH AND GAME 1600 AGREEMENT(S)			X
2.170.10.25	COASTAL ZONE DEVELOPMENT PERMIT			X
2.170.10.30	LOCAL AGENCY CONCURRENCE/PERMIT			X
2.170.10.40	WASTE DISCHARGE (NPDES) PERMIT(S)			X
2.170.10.45	U.S. FISH AND WILDLIFE SERVICE APPROVAL			X
2.170.10.50	REGIONAL WATER QUALITY CONTROL BOARD 401 PERMIT			X

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.170.10.60	UPDATED ENVIRONMENTAL COMMITMENTS RECORD			X
2.170.10.95	OTHER PERMITS			X
2.170.15	RAILROAD AGREEMENTS			X
2.170.15.05	PLAN APPROVAL			X
2.170.15.10	SPECIAL PROVISIONS AND INSURANCE CLAUSES			X
2.170.15.15	SERVICE CONTRACT FOR RAILROAD SERVICES			X
2.170.15.20	CONSTRUCTION AND MAINTENANCE AGREEMENT			X
2.170.15.25	PUC EXHIBITS AND APPLICATION			X
2.170.15.99	OTHER RAILROAD AGREEMENT PRODUCTS			X
2.170.20	FREEWAY AGREEMENTS			X
2.170.20.05	DRAFT FREEWAY AGREEMENT			X
2.170.20.10	DRAFT FREEWAY AGREEMENT REVIEW			X
2.170.20.15	FINAL FREEWAY AGREEMENT			X
2.170.20.20	EXECUTED FREEWAY AGREEMENT			X
2.170.20.99	OTHER FREEWAY AGREEMENT PRODUCTS			X
2.170.25	AGREEMENT FOR MATERIAL SITES			X
2.170.30	EXECUTED MAINTENANCE AGREEMENT			X
2.170.40	ROUTE ADOPTIONS			X
2.170.40.05	ROUTE ADOPTION MAP			X
2.170.40.10	NEW CONNECTION REQUEST AND ROUTE ADOPTION CTC SUBMITTAL			X
2.170.40.15	ROUTE ADOPTION AND PUBLIC ROAD CONNECTION PLACED ON CTC AGENDA			X
2.170.40.99	OTHER ROUTE ADOPTION PRODUCTS			X
2.170.45	MOU FROM TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)			X

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.170.55	NEPA DELEGATION			X
2.175	CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE IDENTIFICATION	X		
2.175.05	DED CIRCULATION	X		
2.175.05.05	MASTER DISTRIBUTION AND INVITATION LISTS		X	
2.175.05.10	NOTICES REGARDING PUBLIC HEARING AND AVAILABILITY OF DRAFT ENVIRONMENTAL DOCUMENT		X	
2.175.05.15	DED PUBLICATION AND CIRCULATION		X	
2.175.05.20	FEDERAL CONSISTENCY DETERMINATION (COASTAL ZONE)			X
2.175.05.99	OTHER DED CIRCULATION PRODUCTS		X	
2.175.10	PUBLIC HEARING	X		
2.175.10.05	NEED FOR PUBLIC HEARING DETERMINATION	X		
2.175.10.10	PUBLIC HEARING LOGISTICS		X	
2.175.10.15	DISPLAYS FOR PUBLIC HEARING		X	
2.175.10.20	SECOND NOTICES OF PUBLIC HEARING AND AVAILABILITY OF DED		X	
2.175.10.25	MAP DISPLAY AND PUBLIC HEARING PLAN		X	
2.175.10.30	DISPLAY PUBLIC HEARING MAPS		X	
2.175.10.35	PUBLIC HEARING		X	
2.175.10.40	RECORD OF PUBLIC HEARING		X	
2.175.10.99	OTHER PUBLIC HEARING PRODUCTS		X	
2.175.15	PUBLIC COMMENT RESPONSES AND CORRESPONDENCE	X		
2.175.20	PROJECT PREFERRED ALTERNATIVE	X		
2.175.25	NEPA DELEGATION	X		
2.180	PREPARE AND APPROVE PROJECT REPORT AND FINAL ENVIRONMENTAL DOCUMENT	X		
2.180.05	FINAL PROJECT REPORT		X	

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.180.05.05	UPDATED DRAFT PROJECT REPORT		X	
2.180.05.10	APPROVED PROJECT REPORT		X	
2.180.05.15	UPDATED STORM WATER DATA REPORT		X	
2.180.05.99	OTHER PROJECT REPORT PRODUCTS		X	
2.180.10	FINAL ENVIRONMENTAL DOCUMENT		X	
2.180.10.05	APPROVED FINAL ENVIRONMENTAL DOCUMENT		X	
2.180.10.05.05	DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW		X	
2.180.10.05.10	REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT		X	
2.180.10.05.15	SECTION 4(F) EVALUATION		X	
2.180.10.05.20	FINDINGS			X
2.180.10.05.25	STATEMENT OF OVERRIDING CONSIDERATIONS			X
2.180.10.05.30	CEQA CERTIFICATION			X
2.180.10.05.35	FHWA APPROVAL			X
2.180.10.05.40	SECTION 106 CONSULTATION AND MOA	X		
2.180.10.05.45	SECTION 7 CONSULTATION	X		
2.180.10.05.50	FINAL SECTION 4(F) STATEMENT	X		
2.180.10.05.55	FLOODPLAIN ONLY PRACTICABLE ALTERNATIVE FINDING	X		
2.180.10.05.60	WETLANDS ONLY PRACTICABLE ALTERNATIVE FINDING	X		
2.180.10.05.65	SECTION 404 COMPLIANCE	X		
2.180.10.05.70	MITIGATION MEASURES	X		
2.180.10.10	PUBLIC DISTRIBUTION OF FED AND RESPOND TO COMMENTS	X		
2.180.10.15	FINAL RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X	
2.180.10.99	OTHER FED PRODUCTS		X	

WBS Code	WBS Description	STATE	AUTHORITY	N/A
2.180.15	COMPLETED ENVIRONMENTAL DOCUMENT	X		
2.180.15.05	RECORD OF DECISION (NEPA)			X
2.180.15.10	NOTICE OF DETERMINATION (CEQA)	X		
2.180.15.20	ENVIRONMENTAL COMMITMENTS RECORD	X		
2.180.15.99	OTHER COMPLETED ENVIRONMENTAL DOCUMENT PRODUCTS		X	
2.180.20	NEPA DELEGATION	X		
205	OBTAIN PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS			X
205.60	FREEWAY AGREEMENTS			X
205.65	ROUTE ADOPTIONS			X

EXHIBIT B

COST ESTIMATE

TYPE OF FUNDS	STATE's SHARE	AUTHORITY's SHARE
PA&ED Support	$0 (0%)	$ 195,000 (100%)
TOTAL	$0 (0%)	$ 195,000 (100%)