

CITY OF
VICTORVILLE



760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us

February 7, 2007

14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

Department of Transportation, District 8
Design G (MS 971)
464 West 4th St., 6th Floor
San Bernardino, CA 92401-1400

Att: Mustapha Raouf
Acting Office Chief

Re: 08-SBd-15-PM 38.3/39.4
Construct New Interchange at
I-15/La Mesa/Nisqualli Roads
EA 0A450
District Agreement No. 8-1323

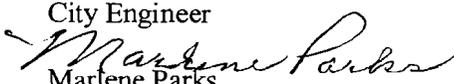
Dear Mr. Raouf:

As requested in your letter of January 18, 2007, we are enclosing herewith four (4) original Cooperative Agreements, District Agreement No. 8-1323 that have been approved and signed by the City of Victorville. Also enclosed is a Minute Decree indicating approval of said agreement by the City Council at their regular meeting of February 6, 2007. We will look for return of one fully executed copy of this agreement for our files.

Should you have any questions, please feel free to contact this office at (760) 955-5157. Thank you for your assistance in this matter.

Very truly yours,

John A. McGlade, PE
City Engineer


Marlene Parks
Administrative Secretary

/mp

Enclosures

cc: Melecio Chalco, Program/Project Management
✓ Brian Gengler, Asst. City Engineer

DEPARTMENT OF TRANSPORTATION

DISTRICT 8

AGREEMENTS BRANCH (MS 971)
464 WEST 4TH STREET, 6TH FLOOR
SAN BERNARDINO, CA 92401-1400
PHONE (909) 388-7143
FAX (909) 383-6253



RECEIVED
FEB 21 2007
ENGINEERING DEPT.

*Flex your power!
Be energy efficient!*

February 16, 2007

Mr. Brian Gengler
City Traffic Engineer
City of Victorville
14343 Civic Drive
Victorville, CA 92392

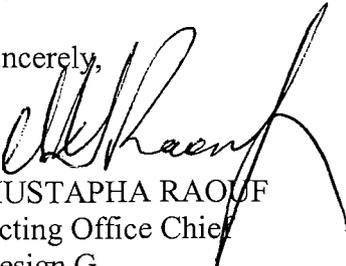
08-SBd-15-PM 38.3/39.4
Construct New Interchange at
I-15/La Mesa/Nisqualli Roads
EA 0A450
District Agreement No. 8-1323

Dear Mr. Gengler:

Enclosed for your records is one (1) executed Cooperative Agreement between the State of California and the City of Victorville for the above-referenced project.

If you need more information, please contact me at (909) 388-7143.

Sincerely,


MUSTAPHA RAOUF
Acting Office Chief
Design G

Enclosure

c: Melecio Chalco, Program/Project Management

08-SBd-15-PM 38.3/39.4
Construct New Interchange at
I-15/La Mesa/Nisqualli Roads
EA 0A450
District Agreement No. 8-1323

**DESIGN
COOPERATIVE AGREEMENT**

This AGREEMENT, entered into effective on February 16, 2007, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

CITY OF VICTORVILLE, a body politic and a municipal corporation of the State of California referred to herein as "CITY."

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the City of Victorville, County of San Bernardino.
2. CITY desires to construct a new interchange at Interstate 15 (I-15)/La Mesa Road/Nisqualli Road, referred to herein as "PROJECT," and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for STATE's quality assurance costs for design, and right of way activities and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency in the review of the PROJECT environmental documentation prepared entirely by CITY.
3. STATE funds will not be used to finance any of the PROJECT capital and support costs except as set forth in Recital 2 above.
4. This Agreement supersedes any prior Memorandum of Understanding relating to PROJECT.
5. PROJECT landscape maintenance and construction will be the subject of separate future Agreements.
6. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental document studies, and reports

necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with the National Environmental Policy Act (NEPA).

7. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

CITY AGREES:

1. To fund one hundred percent (100%) of all PROJECT development costs (with the exception of STATE costs for STATE's review as the CEQA Lead Agency for the PROJECT's environmental documentation) and preliminary and design engineering costs, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract.
2. To have a Project Report (PR) and detailed Plans, Specifications, and Estimates (PS&E) prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR, and the final PS&E for PROJECT shall be signed on behalf of CITY by a Civil Engineer registered in the State of California. CITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
3. To have all necessary Right of Way Maps and Documents used to acquire right of way by CITY prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each Right of Way Map and Document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.
4. To permit STATE to monitor, participate, and oversee the selection of personnel who will prepare the PR, conduct environmental studies and prepare the PROJECT environmental documentation, prepare the PS&E, provide the right of way engineering services, and perform right of way activities. CITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work, and/or other pertinent criteria.
5. To submit to STATE for review and concurrence all Right of Way Engineering Hard Copies and Right of Way Appraisal Maps, Records of Survey, and Right of Way Record Maps in accordance with STATE's Right of Way Manual, Chapter 6, Right of Way Engineering, STATE's Drafting and Plans Manual, STATE's Surveys Manual Chapter 10, applicable State laws, and other pertinent reference material and examples as provided by STATE.

6. Personnel who prepare the PS&E and environmental documentation, including the environmental studies/reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
7. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
8. To not use STATE funds for any PROJECT capital and support costs.
9. To make written application to STATE for necessary encroachment permits authorizing entry of CITY onto the State Highway right of way to perform surveying and other investigative activities required for preparation of the PR, environmental documentation, and/or PS&E.
10. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
11. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way." CITY hereby acknowledges receipt of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way."
12. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State Highway and in accordance with CITY's policy for those facilities which are or will be located outside of the limits of the State Highway. The total PROJECT costs of such protection, relocation, or removal within the present or future State Highway right of way shall be determined in accordance with STATE's policies and procedures.
13. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State Highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State Highway encroachment permits.
14. CITY shall require any utility owner and/or its contractor performing the protection or relocation work within the State Highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.

15. To acquire and furnish all right of way, if any, outside of the existing State Highway right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's quality assurance to ensure that the completed work and title to property acquired for PROJECT is acceptable for incorporation into the State Highway right of way.
16. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency, or a qualified consultant, are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by CITY.
17. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.
18. To deliver to STATE legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by CITY.
19. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State Highway right of way that could impact PROJECT as part of the responsibility for PROJECT environmental documentation. If CITY encounters hazardous material or contamination within the existing State Highway right of way during said investigation, CITY shall immediately notify STATE and, if applicable, responsible control agencies.
20. If CITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, CITY shall provide STATE with acceptable plans prepared by CITY or CITY's consultant on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 .dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineers electronic signature and seal, shall be provided to STATE upon completion of the final PROJECT PS&E. STATE reserves the right to modify these CD/DVD requirements and STATE shall provide CITY advance notice of any such modifications. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG. Reimbursement to STATE for costs incurred by STATE

to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 21 of Section III of this Agreement.

21. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
22. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
23. All PROJECT work, with the exception of STATE's review as the CEQA Lead Agency of the environmental documentation prepared by CITY and STATE's quality assurance efforts, is to be performed by CITY. Should CITY request that STATE perform any portion of PROJECT work, except STATE's Lead Agency review of the CEQA environmental documentation, CITY shall first agree to reimburse STATE for such work pursuant to a separate executed agreement.

SECTION II

STATE AGREES:

1. At no cost to CITY, to complete STATE's review as CEQA Lead Agency of the environmental documents prepared and submitted by CITY and to provide quality assurance of all CITY work necessary for completion of the PR and PS&E for PROJECT done by CITY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by CITY or its designee, and provide prompt reviews and concurrence, as appropriate, of submittals by CITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation, PR, and PS&E for PROJECT.
2. Upon proper application by CITY, to issue, at no cost to CITY, an encroachment permit to CITY authorizing entry onto the State Highway right of way to perform survey and other investigative activities required for preparation of the PR, environmental documentation, and/or PS&E. If CITY uses consultants rather than its own staff to perform required work, those consultants will also be required to obtain separate encroachment permits that will be issued at no cost upon proper application by the consultants.

SECTION III

IT IS MUTUALLY AGREED:

1. All STATE obligations assumed under the terms of this Agreement are subject to the appropriation of resources by the Legislature in the annual State Budget Act and the action of the California Transportation Commission (CTC) allocating resources to STATE for the purposes of fulfilling STATE's obligations herein. STATE, other than the duty to provide Quality Assurance for which the resources must be appropriated and then allocated, has no funds obligated to this PROJECT and CITY will have no right, under any circumstance, to seek a STATE contribution of funds directly under the terms of this Agreement or indirectly as damages for some perceived or alleged breach of this Agreement by STATE.
2. The parties to this Agreement understand and agree that STATE's Quality Assurance is defined as providing STATE policy and procedural guidance through to completion of the PROJECT preliminary engineering; PS&E; and right of way phases administered by CITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by CITY conform with STATE standards. Quality Assurance does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation by the verification and rechecking of any work performed by CITY and/or its consultants and no liability will be assignable to STATE by CITY under the terms of this Agreement or by third parties by reason of STATE's Quality Assurance oversight activities. All work performed by STATE that is not direct Quality Assurance shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and CITY will pay or authorize STATE to reimburse itself from then available PROJECT funds.
3. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of this Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with CITY and STATE by executing an amendment to this Agreement.
4. The Project Study Report/Project Development Support (PSR/PDS) for PROJECT, approved on September 14, 2001, is by this reference, made an express part of this Agreement.
5. The basic design features (as defined in Attachment 3 of the Scope of Work for PROJECT) shall comply with those addressed in the approved PSR/PDS, unless modified as required for completion of the environmental documentation and/or Federal Highway Administration (FHWA) approval of PROJECT.

6. The design, right of way acquisition, and preparation of environmental documentation for and related technical reports/studies for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with CITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
7. STATE will be the CEQA Lead Agency and CITY will be a CEQA Responsible Agency. The FHWA will be the Federal Lead Agency for NEPA with STATE providing oversight for the NEPA process. CITY shall assess PROJECT impacts on the environment and prepare the appropriate level of environmental documentation and necessary associated supporting technical studies/reports in order to meet the requirements of CEQA and NEPA. CITY shall submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval and STATE will request any required FHWA review and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, if applicable, will require STATE's and FHWA's review, comment, and approval prior to public availability.
8. If, during preliminary engineering, preparation of the PS&E, or PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and/or NEPA, this Agreement will be amended to include completion of these additional tasks by CITY.
9. CITY shall be fully responsible, as a PROJECT cost, for complying with any and all mitigation, monitoring, and/or remedial action required for PROJECT, including those obligations and requirements set forth in the PROJECT environmental documents and/or any permit and/or agreement issued by the applicable regulatory agencies. All mitigation shall be performed outside of STATE's right of way.
10. If there is a legal challenge to the PROJECT's CEQA and/or NEPA environmental documents, including supporting technical studies, documentation, and if applicable, the mitigation, monitoring, or remedial actions which are required by the environmental documentation, PROJECT permits and/or agreements, all legal costs associated with those said legal challenges shall be a PROJECT cost paid by CITY.
11. STATE, as a PROJECT cost paid by CITY, shall be responsible for preparing, submitting, publicizing, and circulating all public notices related to the CEQA environmental process, including but not limited to, notice(s) of availability of the environmental document, studies, and/or determinations and notices of public hearings.

Public notices shall comply with all State and Federal laws, regulations, policies and procedures.

12. STATE, as a PROJECT cost paid by CITY, shall be responsible for planning, scheduling, and holding all public meetings/hearings related to the CEQA environmental process, including, but not limited to, public meetings/hearings on the environmental document. If PROJECT is also subject to NEPA compliance, STATE shall coordinate the planning, scheduling, and holding of CEQA related public meetings/hearings on the environmental document with FHWA. STATE shall provide CITY the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE, and if applicable, FHWA, maintain(s) final editorial control of exhibits, handouts or other material to be used at the CEQA public meetings/hearings.
13. In the event, CITY would like to hold separate and/or additional public meetings regarding the PROJECT, CITY must clarify in any meeting notices, exhibits, handouts or other material that STATE is the CEQA Lead Agency and that CITY is the Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings are not part of the CEQA public review process. CITY shall provide STATE the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any scheduled hearing/meeting. STATE will maintain final editorial control of exhibits, handouts or other materials solely with respect to text or graphics that could lead to public confusion over CEQA related roles and responsibilities.
14. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals of the CEQA environmental documentation, PS&E, and PR, 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.
15. CITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and CITY in a subsequent amendment to this Agreement.
16. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of CITY. For the

purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If CITY decides to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way and CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If CITY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of CITY's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, CITY will have the option to either delay PROJECT until STATE is able to provide funding or CITY may proceed with the remedy or remedial action at CITY's expense without any subsequent reimbursement by STATE.

17. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State Highway right of way during investigative studies shall be the responsibility of CITY, at CITY's expense, if CITY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. CITY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If CITY decides to not proceed with PROJECT, there will be no obligation to either CITY or STATE other than CITY's duty to cover and protect HM-2 material left in place.
18. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by CITY for PROJECT, CITY, as between CITY and STATE only, shall be responsible, at CITY's expense, for all required remedy or remedial action and/or protection and shall guarantee STATE that said new right of way is clean prior to transfer of title to STATE in accordance with Article 18 of Section I of this Agreement. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or CITY, as a last resort, shall sign the manifest.
19. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

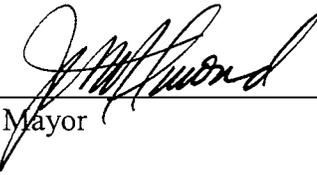
20. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by CITY on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
21. A separate Cooperative Agreement will be required to address Landscape Maintenance, and to cover responsibilities and funding for the construction phase of PROJECT.
22. Nothing in 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 State Highways 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 CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
24. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
25. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
26. Except as otherwise provided in Article 25 above, this Agreement shall terminate upon satisfactory completion (all claims paid, if any) and acceptance of the PROJECT construction contract, or on December 31, 2014, whichever is earlier in time, except those provisions which relate to indemnification, ownership, operation and maintenance of PROJECT will not terminate unless expressly so provided in a formal amendment to this Agreement.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF VICTORVILLE

WILL KEMPTON
Director

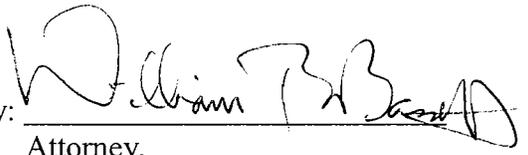
By: 
Mayor

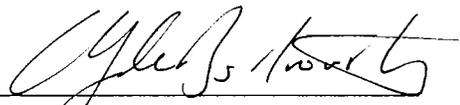
By: 
MICHAEL A. PEROVICH
District Director

Attest: 
City Clerk

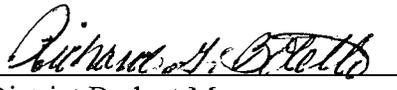
APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: 
Attorney,
Department of Transportation

By: 
Counsel

CERTIFIED AS TO FUNDS:

By: 
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By: 
Accounting Administrator

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed construction of a new interchange at I-15/La Mesa Road/Nisqualli Road in the City of Victorville.

1. CITY and STATE concur that the proposal is a Category 3 as defined in STATE's Project Development Procedures Manual.
2. Freeway Agreement needs to be revised.
3. All phases of PROJECT, from inception through construction, whether done by CITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
4. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and CITY's staff.

| ATTACHMENT 1 PLANNING PHASE ACTIVITIES | | |
|---|--|-----------------|
| | | RESPONSIBILITY |
| | | STATE CITY |
| PROJECT ACTIVITY | | |
| 1. | ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION | |
| | Provide Quality Control | X |
| | Provide Quality Assurance | X |
| | Establish Project Development Team (PDT) | X X |
| | Approve PDT | X |
| | Project Category Determination | X |
| | Prepare Preliminary Environmental Assessment | X |
| | Identify Preliminary Alternatives and Costs | X |
| | Prepare and Submit to STATE Environmental Studies and Reports | X |
| | Review and Approve Environmental Studies and Reports | X |
| | Prepare and Submit administrative Draft Environmental Document (DED) to STATE | X |
| | Review and approve DED in District | X |
| | Submit DED to FHWA (as necessary) | X |
| | Circulate, at PROJECT's expense, DED in Compliance with CEQA and NEPA requirements (including distribution to State Clearinghouse (SCH), agencies and others as applicable). | X |
| | Prepare for Public Meeting Event | X X |
| | Conduct Public Meeting | X X |
| | Collect comments on circulated DED | X X |
| | Prepare and submit to STATE administrative Final Environmental Document (FED), including responses to comments received from circulation and preparation of Environmental Commitments Record as applicable, and updates to existing studies (or performance of new studies if required). | X |
| | Review and Approve FED | X |
| | Submit FED (including signature approval of CEQA component) to FHWA for Approval of NEPA component. | X |
| | Prepared all applicable Notice Requirements for FED Following CEQA and NEPA Approval | X |
| 2. | PROJECT GEOMETRICS DEVELOPMENT | |
| | Provide Quality Control | X |
| | Provide Quality Assurance | X |
| | Prepare Existing Traffic Analysis | X |
| | Prepare Future Traffic Volumes for Alternatives | X |
| | Prepare Project Geometrics and Profiles | X |
| | Prepare Layouts and Estimates for Alternatives | X |

| | | RESPONSIBILITY | |
|-----------|--|----------------|------|
| | | STATE | CITY |
| 2. | PROJECT GEOMETRICS DEVELOPMENT CONT. | | |
| | Prepare Operational Analysis for Alternatives | | X |
| | Review and Approve Traffic Analysis (including projected future volumes for Alternatives), Project Geometrics and Operational Analysis | X | |
| | Prepare Modified Access Report (MAR) | | X |
| | Review and Approve Modified Access Report (MAR) NOTE: Following STATE approval, FHWA approval required before MAR activity completed | X | |
| 3. | PROJECT APPROVAL | | |
| | Provide Quality Control | | X |
| | Provide Quality Assurance | X | |
| | Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures | X | |
| | Prepare Draft PR (DPR) | | X |
| | Finalize and Submit PR with Certified ED for Approval | | X |
| | Approve PR | X | |
| | Perform Value Analysis | X | X |
| | Storm Water Data Report | | X |
| | Review and Approve Storm Water Data Report | X | |
| | Perform Value Analysis Study (if required) (NOTE: If VA Study is required for PROJECT, and VA Study results in recommendations which change PROJECT scope or design, approval from STATE is required and possibly FHWA approval also, contingent upon the type of changes.) | X | X |
| | Review Recommendations of Value Analysis (VA) Study and make approval decisions | X | X |

| ATTACHMENT 2 | | | |
|--------------------------------|--|----------------|------|
| DESIGN PHASE ACTIVITIES | | | |
| | | RESPONSIBILITY | |
| | | STATE | CITY |
| PROJECT ACTIVITY | | | |
| 1. | PRELIMINARY COORDINATION | | |
| | Provide Quality control | | X |
| | Provide Quality Assurance | X | |
| | Request 1 - Phase EA | X | |
| | Field Review of Site | X | X |
| | Provide Geometrics | | X |
| | Approve Geometrics | X | |
| | Prepare & Submit Geotechnical Design Report | | X |
| | Review & Approve Geotechnical Design Report | X | |
| | Prepare & Submit Foundation Reports | | X |
| | Review & Approve Foundation Reports | X | |
| | Prepare & Submit Traffic Management Plan | | X |
| | Review & Approve Traffic Management Plan | X | |
| | Obtain Surveys & Aerial Mapping | | X |
| | Obtain Copies of Assessor Maps and Other R/W Maps | | X |
| | Obtain Copies of As-builts | | X |
| | Send Approved Geometrics to Local Agencies for Review (as necessary) | X | |
| | Revise Approved Geometrics if Required | | X |
| | Approve Final Geometrics | X | |
| | Determine Need for Permits from Other Agencies | X | X |
| | Request Permits (NOTE: Type of permit will determine whether STATE or CITY makes request for specific permit(s).) | X | X |
| | Initial Hydraulics Discussion with District Staff | | X |
| | Initial Electrical Design Discussion with District Staff | | X |
| | Initial Traffic & Signing Discussion with District Staff | | X |
| | Initial Landscape Design Discussion with District Staff | | X |
| | Plan Sheet Format discussion | X | X |
| 2. | ENGINEERING STUDIES AND REPORTS | | |
| | Provide Quality Control | | X |
| | Provide Quality Assurance | X | |
| | Prepare & Submit Materials Report & Typical Section | | X |
| | Review and Approve Materials Report & Typical Section | X | |
| | Prepare & Submit Landscaping Design Recommendation | | X |
| | Review & Approve Landscaping Design Recommendation | X | |
| | Prepare & Submit Hydraulic Design Studies | | X |
| | Review & Approve Hydraulic Design Studies | X | |

| | | RESPONSIBILITY | |
|-----------|---|----------------|------|
| | | STATE | CITY |
| 2. | ENGINEERING STUDIES AND REPORTS CONT. | | |
| | Prepare & Submit Bridge General Plan & Structure Type Selection | | X |
| | Review & Approve Bridge General Plan & Structure Type Selection | X | |
| 3. | R/W ACQUISITION & UTILITIES (Used when <u>qualified</u> Local Agency is performing R/W activities.) | | |
| | Provide Quality Control | | X |
| | Provide Quality Assurance | X | |
| | Request Utility Verification | | X |
| | Request Preliminary Utility Relocation Plans from Utilities | | X |
| | Prepare R/W Requirements | | X |
| | Prepare R/W and Utility Relocation Cost Estimates | | X |
| | Submit R/W Requirements & Utility Relocation Plans for Review | | X |
| | Review and Comment on R/W Requirements | X | |
| | Longitudinal Encroachment Review | X | |
| | Longitudinal Encroachment Application to District | | X |
| | Approve Longitudinal Encroachment Application | X | |
| | Request Final Utility Relocation Plans | | X |
| | Check Utility Relocation Plans | | X |
| | Submit Utility Relocation Plans for Approval | | X |
| | Approve Utility Relocation Plans | X | |
| | Submit Final R/W Requirements for Review & Approval | | X |
| | Fence and Excess Land Review | X | |
| | R/W Layout Review | X | |
| | Approve R/W Requirements | X | |
| | Obtain Title Reports | | X |
| | Complete Appraisals | | X |
| | Review and Approve Appraisals for Setting Just Compensation | X | X |
| | Prepare Acquisition Documents | | X |
| | Acquire R/W | | X |
| | Open escrows and Make Payments | | X |
| | Obtain Resolution of Necessity | | X |
| | Perform Eminent Domain Proceedings | | X |
| | Provide Displacee Relocation Services | | X |
| | Prepare Relocation Payment Valuations | | X |
| | Provide Displacee Relocation Payments | | X |
| | Perform Property Management Activities | | X |
| | Perform R/W Clearance Activities | | X |
| | Prepare and Submit Certification of R/W | | X |

| | | RESPONSIBILITY | |
|-----------|--|----------------|------|
| | | STATE | CITY |
| 3. | R/W ACQUISITION & UTILITIES CONT. | | |
| | Review and Approve Certification of R/W | X | |
| | Transfer R/W to STATE | | X |
| | Approve & Record Title Transfer Documents | X | |
| | Prepare R/W Record Maps | | X |
| 4. | PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES | | |
| | Prepare and Submit Preliminary Stage Construction Plans | | X |
| | Review Preliminary Stage Construction Plans | X | |
| | Calculate and Plot Geometrics | | X |
| | Cross-Sections & Earthwork Quantities Calculation | | X |
| | Prepare and Submit BEES Estimate | | X |
| | Put Estimate in BEES | X | |
| | Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details | | X |
| | Prepare & Submit Preliminary Drainage Plans | | X |
| | Review Preliminary Drainage Plans | X | |
| | Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review | | X |
| | Review Traffic Striping and Roadside Delineation Plans | X | |
| | Prepare & Submit Landscaping and/or Erosion Control Plans | | X |
| | Review & Approve Landscaping and/or Erosion Control Plans | X | |
| | Prepare & Submit Preliminary Electrical Plans | | X |
| | Review Preliminary Electrical Plans | X | |
| | Prepare & Submit Preliminary Signing Plans | | X |
| | Review Preliminary Signing Plans | X | |
| | Quantity Calculations | | X |
| | Safety Review | X | X |
| | Prepare Specifications | | X |
| | Prepare & Submit Checked Structure Plans | | X |
| | Review & Approve Checked Structure Plans | X | |
| | Prepare Final Contract Plans | | X |
| | Prepare Lane Closure Requirements | | X |
| | Review and Approve Lane Closure Requirements | X | |
| | Prepare & Submit Striping Plan | | X |
| | Review & Approve Striping Plan | X | |
| | Prepare Final Estimate | | X |

| | | RESPONSIBILITY | |
|-----------|---|----------------|------|
| | | STATE | CITY |
| 4. | PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES CONT. | | |
| | Prepare & Submit Draft PS&E (NOTE: Unless STATE specifically agrees otherwise, three separate <u>Draft</u> PS&E submittals will be provided, 30%, 65% and 95%. 65% will include all applicable Transportation Management Plan (TMP) information. 95% will include all applicable structure components. | | X |
| | Review and approve Draft PS&E (submittals) | X | |
| | Finalize & Submit PS&E (100%) | | X |
| | Review and Approve PS&E (100%) | X | |
| | Complete and Submit Environmental Certification for ready to list (RTL) | | X |
| | Review & Approve Environmental Certification for RTL | X | |

ATTACHMENT 3

Basic Design Features – Build a new interchange:

- Design speed of State Highway mainline varies 110 – 130 kilometers per hour (kph) (70 – 80 miles per hour [mph] +/-)
Design speed of local agency roads and streets is approximately 65 kph (40 mph+/-)
- Existing freeway mainline consist of three mixed flow lanes in each direction. Adjacent existing interchanges include: Bear Valley Road (KP 60.5) to the south and Palmdale Road/State Route 18 (KP 65.2) to the north.
- On the State Highway facility, the existing widths of through lanes and shoulders are 3.66 meters (m) and 3.05m, respectively. The existing median is approximately 13.41m (44feet). On Local agency roads and streets the widths of through lanes are 3.66m, widths of outside shoulders are 2.4m, and median widths vary from 0m to 4.8m.
- This project will include a new fully directional interchange, including a new bridge overcrossing structure, sound walls, retaining walls, local street widening and realignments, signalized intersections, and provisions for ramp metering at each on-ramp.

Excerpt from the unofficial minutes of the meeting of the Victorville City Council held on February 6, 2007:

PRESENTATION OF REQUEST FOR COUNCIL TO APPROVE THE DESIGN COOPERATIVE AGREEMENT BETWEEN THE CITY OF VICTORVILLE AND THE STATE OF CALIFORNIA FOR THE LA MESA ROAD / NISQUALLI ROAD / I-15 INTERCHANGE IMPROVEMENTS (DISTRICT AGREEMENT NO. 8-1323) AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

It was moved by Councilmember Hunter, seconded by Mayor Pro Tem Almond, to approve the agreement; motion carried with Mayor Caldwell absent.

CERTIFICATION

I, CAROLEE BATES, City Clerk of the City of Victorville, DO HEREBY CERTIFY that the foregoing is a true and correct excerpt from the unofficial minutes of the meeting of the Victorville City Council held on February 6, 2007, the original of which is on file in the office of the City Clerk of the City of Victorville.

DATED: February 7, 2007



CAROLEE BATES
CITY CLERK