STATE OF CALIFORNIA - CALIFORNIA TRANSPORTATION COMMISSION

CTC-0001 (REV. 03/2023)

	PROJECT BASELINE AGREEMENT
	Resolution
	(to be completed by CTC)
1.	FUNDING PROGRAM
1.	Active Transportation Program
	Local Partnership Program (Competitive)
	Solutions for Congested Corridors Program
	State Highway Operation and Protection Program
	☐ Trade Corridor Enhancement Program
2.	PARTIES AND DATE
2.1	This Project Baseline Agreement (Agreement) effective on (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant,, and the Implementing Agency,, sometimes collectively referred to as the "Parties".
3.	RECITAL
3.1	Whereas at its meeting the Commission approved the and included in this program of projects the , the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as <i>Exhibit A</i> , the Project Report attached hereto as <i>Exhibit B</i> , the Performance Metrics Form, if applicable, attached hereto as <i>Exhibit C</i> , as the baseline for project monitoring by the Commission.
3.2	The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.
4.	GENERAL PROVISIONS
	The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:
4.1	To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
4.2	To adhere, as applicable, to the provisions of the Commission:
	Resolution, "Adoption of Program of Projects for the Active Transportation Program", dated
	Resolution, "Adoption of Program of Projects for the Local Partnership Program", dated
	Resolution, "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated
	Resolution, "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated
	Resolution, "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Project Baseline Agreement Page 1 of 3

4.3	All signatories agree to adhere to the Commission's Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
4.4	All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
4.5	agrees to secure funds for any additional costs of the project.
4.6	agrees to report to Caltrans on a quarterly basis; on the progress made toward the implementation of the project, including scope, cost, schedule, and anticipated benefits/performance metric outcomes.
4.7	Caltrans agrees to prepare program progress reports on a on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
4.8	agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
4.9	m agrees to submit a timely Project Performance Analysis as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
4.10	All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits and performance metric outcomes during the course of the project, and retain those records for six years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
4.11	The Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for six years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.
5.	SPECIFIC PROVISIONS AND CONDITIONS
5.1	Project Schedule and Cost See Project Programming Request Form, attached as Exhibit A.
5.2	<u>Project Scope</u> See Project Report or equivalent, attached as <u>Exhibit B</u> . At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.
5.3	Performance Metrics See Performance Metrics Form, if applicable, attached as Exhibit C.
5.4	Additional Provisions and Conditions (Please attach an additional page if additional space is needed.)

Attachments:

Exhibit A: Project Programming Request Form Exhibit B: Project Report

Exhibit C: Performance Metrics Form (if applicable)

SIGNATURE PAGE TO PROJECT BASELINE AGREEMENT

Project Name

Resolution		
(to	be completed by CTC)	
	Date	
Project Applicant		
	Date	
	Date	
mplementing Agency		
	Date	
District Director		
alifornia Department of Transportation		
	Date	
ony Tavares birector	Build	
alifornia Department of Transportation		
	Date	
xecutive Director		
alifornia Transportation Commission		

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID ePPR-5209-2023-0001 v0

Amendment (Existing Project) YES NO Date 11/16/2022 16:26:39											
Programs											
District EA Project ID PPNO Nominating Agency											
08	08 34142 0800020445 City of Beaumont										
County	Route	PM Back	PM Ahead	Co-Nomina	ting Agency						
Riverside County	60	28.030	30.420								
	·			MPO	Element						
				SCAG	Local Assistance						
Pr	oject Manager/Cont	act	Phone	Email A	Address						
	Jeff Hart		951-769-8520	jhart@beau	umontca.gov						
Project Title											

SR-60/Potrero Boulevard Interchange Phase II

Location (Project Limits), Description (Scope of Work)

ON SR-60 BETWEEN JACK RABBIT TRAIL & SR-60/I-10 JUNCTION PHASE 2: NEW INTERCHANGE ON/OFF RAMPS. CONSTRUCT WESTBOUND/EASTBOUND EXIT RAMPS (2 LANES) and WESTBOUND/EASTBOUND LOOP ENTRY RAMPS (2 LANES) (ENTRY RAMPS INCLUDING HOV LANE), REALIGN WESTERN KNOLLS AVENUE, AND REMOVE WESTERN KNOLLS AVENUE CONNECTION TO SR-60.

Component		Implementing Agency									
PA&ED	City of Beaumont	·									
PS&E	City of Beaumont	ity of Beaumont									
Right of Way	City of Beaumont										
Construction	City of Beaumont										
Legislative Districts											
Assembly:	42	Senate:	23	Congressional:	36						
Project Milestone				Existing	Proposed						
Project Study Report App	proved										
Begin Environmental (PA	&ED) Phase				02/05/2008						
Circulate Draft Environm	ental Document	Document Type (f	ND/MND)/FONSI		05/21/2012						
Draft Project Report					05/21/2012						
End Environmental Phas	e (PA&ED Milestone)				03/30/2016						
Begin Design (PS&E) Ph	ase				08/01/2016						
End Design Phase (Read	dy to List for Advertise	ment Milestone)			09/14/2023						
Begin Right of Way Phas	se				04/01/2013						
End Right of Way Phase	(Right of Way Certification	ation Milestone)			05/01/2023						
Begin Construction Phas	e (Contract Award Mile	estone)			11/23/2023						
End Construction Phase	(Construction Contrac	t Acceptance Milest	one)		11/23/2025						
Begin Closeout Phase					01/01/2026						
End Closeout Phase (Clo	seout Report)				12/31/2026						

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID ePPR-5209-2023-0001 v0

Date 11/16/2022 16:26:39

Provides access between north and south of, and full access to SR-60; Improve mailine operation along SR-60 by eliminating cross barrier traffic and access openings; Reduce forecasted mainline congestion on SR-60 and I-10; Provides efficient goods movement options for all modes of travel; Improve safety for five major interchanges / intersection.

NHS Improvements X YES NO		Roadway Class 2		Reversible La	Reversible Lane Analysis 🗌 YES 🔀 NO			
Inc. Sustainable Communities Strategy	Goals	∑ YES ☐ NO						
Project Outputs								
Category		Outp	outs	Unit	Total			
Operational Improvement	Interch	ange modifications		EA	1			
Operational Improvement Auxiliary lanes					0.49			
Active Transportation	Bicycle	lane-miles		Miles	0.75			
Active Transportation	Sidewa	lk miles		Miles	0.89			

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID ePPR-5209-2023-0001 v0

Date 11/16/2022 16:26:39

Additional Information

The project meets the current and future growth needs of increasing travel demands (vehicles and trucks); the project provides immediate traffic congestion relieves at three major interchanges: the SR-60/I10 interchange, the I-10/Oak Valley interchange, and the I-10/SR-79 (Beaumont) interchange. The project improves traffic circulations of local network. The project will improve safety along SR-60 by eliminating undesirable egress and ingress access at SR-60 and Western Knolls intersection.

The project meets the current and future growth needs of increasing travel demands (vehicles and trucks); the project provides immediate traffic congestion relieves on I-10; the project provides immediate traffic congestion relieves at three major interchanges: the SR-60/I-10 interchange, the I-10/Oak Valley interchange, and the I-10/SR 79 (Beaumont) interchange. The project improves traffic circulations of local network. The project will improve safety along SR-60 by eliminating undesirable egress and ingress access at SR-60 and Western Knolls intersection.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID ePPR-5209-2023-0001 v0

	Performance Indicators and Measures											
Measure	Required For		Unit	Build	Future No Build	Change						
Congestion Reduction	Congestion TCER Change in Deily Vehicle Hours		Hours	20,285	21,762	-1,477						
	TCEP	Change in Daily Truck Hours of Delay	Hours	1,257.67	1,305.72	-48.05						
Throughput (Freight)	TCEP	Change in Truck Volume	# of Trucks	200,512	192,442	8,070						
	TCEP	Change in Rail Volume	# of Trailers	0	0	0						
	1021	Onange in real volume	# of Containers	0	0	0						
Velocity (Freight)	TCEP	Travel Time or Total Cargo Transport Time	Hours	6,715.6	6,895.1	-179.5						
Air Quality &		Particulate Matter	PM 2.5 Tons	28.8	28.4	0.4						
GHG (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	r al liculate iviallei	PM 10 Tons	30.3	29.8	0.5						
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	3,051,527	3,054,042	-2,515						
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	4,283.7	4,227.3	56.4						
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	30.15	30.18	-0.03						
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	48,600	48,172	428						
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	5,573.8	5,494.3	79.5						
Safety	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	0	0	0						
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	0	0	0						
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	1.9	8.2	-6.3						
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	0.57	0.98	-0.41						
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Only 'Build' Required)	Number	625	0	625						
Cost Effectiveness (only 'Change' required)	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	3.41	0	3.41						

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID ePPR-5209-2023-0001 v0

District	County	Route	EA	Project ID	PPNO
08	Riverside County	60	34142	0800020445	
Project Title					•

SR-60/Potrero Boulevard Interchange Phase II

		Exis	sting Total P	roject Cos	t (\$1,000s)				
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Implementing Agency
E&P (PA&ED)									City of Beaumont
PS&E									City of Beaumont
R/W SUP (CT)									City of Beaumont
CON SUP (CT)									City of Beaumont
R/W									City of Beaumont
CON									City of Beaumont
TOTAL									
		Prop	osed Total I	Project Cos	st (\$1,000s)			Notes
E&P (PA&ED)									
PS&E	2,000							2,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			48,000					48,000	
TOTAL	2,000		48,000					50,000	
Fund #1:	Local Fund	s - City Fu	ınds (Comm						Program Code
			Existing Fu						
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									City of Beaumont
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
			Proposed F	unding (\$1	,000s)				Notes
E&P (PA&ED)									
PS&E	2,000							2,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON TOTAL									

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID ePPR-5209-2023-0001 v0

P\$&E R/W SUP (CT) CON SUP (CT) R/W CON TOTAL Proposed Funding (\$1,000s) E&P (PA&ED) P\$&E R/W SUP (CT) CON SUP (CT) CON SUP (CT) CON SUP (CT) CON SUP (CT) R/W CON 6,500 6,500	PRG-0010 (REV 08	3/2020)								
Component Prior 23-24 24-25 25-26 26-27 27-28 28-29+ Total Funding Agency	Fund #2:	Local Fun	ds - City Fu	ınds (Comm	nitted)					Program Code
E&P (PA&ED) <td< td=""><td></td><td></td><td></td><td>Existing Fu</td><td>ınding (\$1,</td><td>,000s)</td><td></td><td></td><td></td><td></td></td<>				Existing Fu	ınding (\$1,	,000s)				
PS&E	Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
RW SUP (CT)	E&P (PA&ED)									City of Beaumont
CON SUP (CT) R/W	PS&E									
R/W	R/W SUP (CT)									
CON TOTAL	CON SUP (CT)									
TOTAL	R/W									
Notes	CON									
E&P (PA&ED) <	TOTAL									
PS&E				Proposed F	unding (\$1	I,000s)				Notes
R/W SUP (CT)	E&P (PA&ED)									
CON SUP (CT)	PS&E									
R/W	R/W SUP (CT)									
CON 8,000 8,000 8,000 TOTAL 8,000 8,000 8,000 Fund #3: Local Funds - TUMF (Committed) Program Code Existing Funding (\$1,000s) Component Prior 23-24 24-25 25-26 26-27 27-28 28-29+ Total Funding Agency E&P (PA&ED) PS&E RW SUP (CT) Western Riverside Council of Govern RW SUP (CT) Notes E&P (PA&ED) PS&E RW SUP (CT) RW SUP (CT) <td>CON SUP (CT)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	CON SUP (CT)									
TOTAL B B B B B B B B B	R/W									
Fund #3: Local Funds - TUMF (Committed) Program Code Existing Funding (\$1,000s) Component Prior 23-24 24-25 25-26 26-27 27-28 28-29+ Total Funding Agency PS&E RW SUP (CT) Western Riverside Council of Govern R/W SUP (CT) CON SUP (CT) Notes E&P (PA&ED) Proposed Funding (\$1,000s) Notes Notes E&P (PA&ED) PS&E Notes Notes R/W SUP (CT) CON SUP (CT) CON SUP (CT) CON SUP (CT) R/W CON 6,500 6,500	CON			8,000					8,000	
Existing Funding (\$1,000s)	TOTAL			8,000					8,000	
Component Prior 23-24 24-25 25-26 26-27 27-28 28-29+ Total Funding Agency E&P (PA&ED) Western Riverside Council of Govern PS&E RW SUP (CT) CON SUP (CT) Notes E&P (PA&ED) PS&E RW SUP (CT) CON SUP (CT) <td>Fund #3:</td> <td>Local Fun</td> <td>ds - TUMF</td> <td>(Committed</td> <td>)</td> <td></td> <td></td> <td></td> <td></td> <td>Program Code</td>	Fund #3:	Local Fun	ds - TUMF	(Committed)					Program Code
E&P (PA&ED) Western Riverside Council of Govern PS&E RW SUP (CT) CON SUP (CT) CON RW CON TOTAL Proposed Funding (\$1,000s) E&P (PA&ED) Notes PS&E RW SUP (CT) CON SUP (CT) CON SUP (CT) RW 6,500				Existing Fu	ınding (\$1,	,000s)				
P\$&E R/W SUP (CT) CON SUP (CT) R/W CON TOTAL Proposed Funding (\$1,000s) E&P (PA&ED) P\$&E R/W SUP (CT) CON SUP (CT) CON SUP (CT) CON SUP (CT) R/W CON CON CON SUP (CT) R/W CON	Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
R/W SUP (CT) CON SUP (CT) R/W CON TOTAL Proposed Funding (\$1,000s) E&P (PA&ED) PS&E R/W SUP (CT) CON SUP (CT) CON SUP (CT) R/W CON 6,500 6,500	E&P (PA&ED)									Western Riverside Council of Govern
CON SUP (CT) R/W CON TOTAL Proposed Funding (\$1,000s) E&P (PA&ED) PS&E R/W SUP (CT) CON SUP (CT) R/W CON 6,500 R/W 6,500	PS&E									
R/W CON CON <td>R/W SUP (CT)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	R/W SUP (CT)									
CON TOTAL Proposed Funding (\$1,000s) Notes E&P (PA&ED)	CON SUP (CT)									
TOTAL Proposed Funding (\$1,000s) Notes E&P (PA&ED) Description Des	R/W									
Proposed Funding (\$1,000s) E&P (PA&ED) PS&E R/W SUP (CT) CON SUP (CT) R/W CON 6,500 Notes	CON									
E&P (PA&ED)	TOTAL									
PS&E R/W SUP (CT) CON SUP (CT) R/W CON 6,500 6,500				Proposed F	unding (\$1	I,000s)				Notes
R/W SUP (CT) CON SUP (CT) R/W CON 6,500	E&P (PA&ED)									
CON SUP (CT)	PS&E									
R/W 6,500 6,500	R/W SUP (CT)									
CON 6,500 6,500	CON SUP (CT)									
	R/W									
TOTAL 6 500 6 500	CON			6,500					6,500	
0,000	TOTAL			6,500					6,500	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION PROJECT PROGRAMMING REQUEST (PPR)

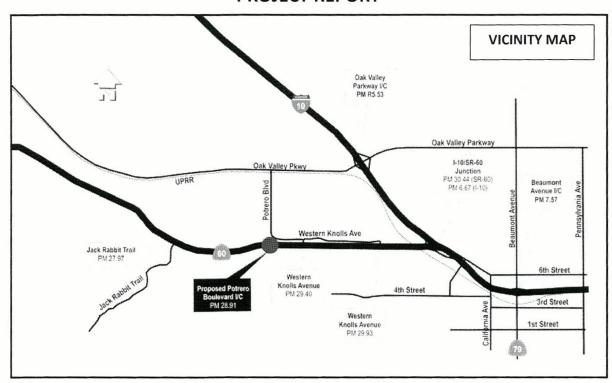
PRG-0010 (REV 08/2020)

PPR ID ePPR-5209-2023-0001 v0

Fund #4: State SB1 TCEP - Trade Corridors Enhancement Account (Uncommitted)									Program Code
Existing Funding (\$1,000s)									
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
		•	Proposed F	unding (\$1	I,000s)		•		Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			33,500					33,500	
TOTAL			33,500					33,500]

08-RIV-60-PM 28.03/30.42 New Potrero Boulevard Interchange EA 341400 PN 0800000612 RU 2232 Local Funds 800.100 February 2013

PROJECT REPORT



On State Route 60 between 317 feet east of Jack Rabbit Trail and 106 feet west of the Interstate 10/SR-60 Junction in Beaumont in Riverside County

I have reviewed the right of way information contained in this Project Report and the R/W Data Sheet attached hereto, and find the data to be complete, current, and accurate:

Rene Fletcher

DEPUTY DISTRICT DIRECTOR – RIGHT OF WAY (Acting)

APPROVAL RECOMMENDED BY:

Jason Bennecke - PROJECT MANAGER

David Bricker - DEPUTY DISTRICT DIRECTOR, Environmental Planning

Christy Connors - DEPUTY DISTRICT DIRECTOR, Design

APPROVED BY:

Basem E. Muallem, PE, DISTRICT DIRECTOR

March 1, 2013 DATE

for

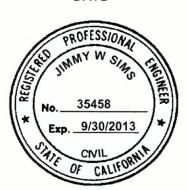
This Project Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

JIMMY W. SIMS, PE

REGISTERED CIVIL ENGINEER MARK THOMAS & COMPANY, INC.

February 24, 2013

DATE



Concurred by:

Du Lu. PF

Design Oversight J - Branch Chief Caltrans District 8 - Division of Design 07-28-2013

DATE

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1. INTRODUCTION

The City of Beaumont (City), in cooperation with the California Department of Transportation (Caltrans), proposes to construct a new modified partial cloverleaf interchange including a bridge overcrossing at State Route 60 (SR-60) for Potrero Boulevard. Caltrans is the Lead Agency under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

Alternatives considered for the proposed project beyond the "No-Build" alternative were a spread diamond (Type L-2) configuration, and a partial cloverleaf (Type L-9) modified configuration. On July 11, 2012, the Project Development Team (PDT) selected the partial cloverleaf (Type L-9) modified configuration as the "Build" alternative, herein referenced as "project." The project is located in the western end of the City within the San Gorgonio Pass area of Riverside County. Attachment "A" shows the regional location and Attachment "B" illustrates the surrounding vicinity.

The project is identified in the City's General Plan Circulation Element (2007) and in the Southern California Association of Governments (SCAG) 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). On April 4, 2012, the Regional Council of SCAG adopted the RTP/SCS. On June 4, 2012, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) found the RTP/SCS and the 2010/2011 Federal Transportation Improvement Plan (FTIP) (thru Amendment 11-24) to conform to the applicable State Improvement Plan (SIP). The design concept and scope of the project is consistent with the project description in the RTP/SCS (ID# RIV 050535)

Due to potential funding issues, the project will be constructed in two (2) phases. Phase 1 will involve the construction of the Potrero overcrossing structure, installation of concrete median barrier throughout the project limits, and will include extending existing Potrero Boulevard, a 2-lane local roadway, from 1,350-ft north of the SR-60 centerline to approximately 592-ft south of SR-60 centerline. A temporary connection will be made to existing Western Knolls Avenue, a 2-lane frontage road located north of SR-60. No ramp connections to the SR-60 mainline will be constructed as part of Phase 1. See Attachment "S".

Phase 2 will involve constructing the remainder of the project to include eastbound and westbound on and off ramps; and the realignment of the existing Western Knolls Avenue frontage road. See Attachment "T".

Project costs for Phase 1 and Phase 2 are estimated to be \$23.0M and \$54.4M, respectively including roadway, structures, right of way, environmental mitigations, escalation, and capital outlay support. Funding for both phases will primarily come from local traffic impact fees, and federal funds provided by Demo-SAFETEA-LU, Federal Appropriations Earmarks, and Surface Transportation Priorities programs. Phase 1 is anticipated to start construction in Spring 2013 and be completed by Summer 2014.

Phase 2 is anticipated to start construction in Summer 2014 and be completed by Summer 2015.

2. RECOMMENDATIONS

It is recommended that this Project Report and the Final Environmental Document be approved using the Build Alternative and that the project proceed to the next phase.

The City of Beaumont has been consulted with respect to the recommended project, their views have been considered, and the City is in general accord with the project as presented.

Construction Cooperative Agreements with the City of Beaumont were executed on January 26, 2012 and March 12, 2012 for Phase 1 (EA 34141) and Phase 2 (EA 34142) improvements, respectively. These agreements define the responsibilities of both parties in the construction phase. A separate maintenance agreement will be executed prior to the completion of the project.

3. BACKGROUND

A. Project History

On November 29, 1995, a Project Study Report (1995 PSR) was approved by Caltrans for a new interchange connection at SR-60. A design exception for nonstandard interchange spacing was prepared and also approved by Caltrans on this same date in conjunction with requirements of Design Information Bulletin (DIB) 77 – Interchange Spacing. Soon after these approvals a Draft Project Report and Draft Environmental Document were prepared and submitted to Caltrans by the City, however, the project was put on hold due to the lack of funding and an unforeseen worsening of economic conditions. As such, all work associated with the Project Approval phase was put on hold.

Since then the City has continued to approve residential, commercial, and industrial developments north and south of SR-60. These projects have access to and from local roadways that essentially parallel SR-60 and then connect to Interstate 10 (I-10) at Oak Valley Parkway and at Beaumont Avenue (State Route 79). As planned growth continues in the western area of the City, traffic forecasts indicate that I-10 and SR-60 will experience a high degree of congestion and delays unless an alternative access to the western area of the City is provided at SR-60.

In July 2006, the City made a formal commitment to Caltrans to continue with the Project Approval/Environmental Document (PA/ED) phase for constructing a new interchange at Potrero Boulevard and SR-60. A Cooperative Agreement for Project

Development, which includes PA/ED; Plans, Specifications and Estimate (PS&E); and right of way acquisitions, was approved by the Beaumont City Council on February 5, 2008 and executed by Caltrans on February 28, 2008.

Conclusions presented in the 1995 PSR are updated as follows:

a) Interchange Justification – It was demonstrated in the 1995 PSR that existing intersections along SR-60 (Jack Rabbit Trail) and/or local streets (Western Knolls Avenue) could not provide the necessary traffic level of service nor could they be improved to satisfactorily accommodate the design-year traffic demands at that time. Year 2035 forecasts continue to show that increases in traffic demands from the western area of the City will degrade levels of service on the SR-60 and I-10 mainlines.

Forecasts indicate that the project will reduce mainline average daily traffic (ADT) as trips are diverted to local roadways via the new interchange at SR-60 as follows:

- Eastbound SR-60 traffic that is interacting with the area north of SR-60 and west of I-10 could exit at the proposed Potrero Boulevard Interchange rather than travel through the I-10/SR-60 Junction and then exit at the Oak Valley/I-10 Interchange. Vice versa, the traffic from the area north of SR-60 and west of I-10 could go westbound on SR-60 by entering at Potrero Boulevard rather than traveling through the Oak Valley/I-10 Interchange and the I-10/SR-60 Junction.
- Eastbound SR-60 traffic that is interacting with the area north of SR-60 and east of I-10 could exit at the proposed Potrero Boulevard Interchange rather than travel through the I-10/SR-60 Junction and then exit at the Oak Valley/I-10 Interchange. Vice versa, the traffic from the area north of SR-60 and east of I-10 could go westbound on SR-60 by entering at Potrero Boulevard rather than traveling through the Oak Valley/I-10 Interchange and the I-10/SR-60 Junction.
- Eastbound SR-60 traffic that is interacting with the area south of SR-60 and west of I-10 could exit at the proposed Potrero Boulevard Interchange rather than travel through the I-10/SR-60 Junction and then exit at the Beaumont Avenue/I-10 Interchange. Vice versa, the traffic from the area south of SR-60 and east of I-10 could go westbound on SR-60 by entering it at Potrero Boulevard rather than traveling through the Beaumont Avenue/I-10 Interchange and the I-10/SR-60 Junction.

b) Consideration of Alternatives — Two (2) interchange alternatives were considered in the 1995 PSR - a spread diamond configuration and a partial cloverleaf configuration. The same alternatives were considered in the current traffic analysis. See Section 5(A), "Alternatives" for more discussion. The current traffic impact analysis considered both configurations, and concluded that the partial cloverleaf configuration presents superior traffic operations over the spread diamond configuration. The spread diamond configuration increased right of way needs and impacts to the environment. More right of way acquisitions at the northwest and southwest quadrants are required which would impact the adjacent planned development (Heartland). As a result, the PDT decided to remove the spread diamond configuration from further consideration.

Other interchange locations on SR-60 and improvements to existing interchanges were considered as follows:

- Jack Rabbit Trail/SR-60 intersection Providing a full access interchange at this location instead of the proposed location was considered during the alternative screening process. However, since an interchange was not included in the City's General Plan Circulation Element or regional transportation plans governed by SCAG, RCTC, or WRCOG at this location, it was eliminated from further consideration.
- Oak Valley Parkway/I-10 Interchange Improvements at this interchange were considered. The City has prepared a separate PSR (EA 08-0G280K) for this interchange which identifies improvements as a separate project. Caltrans approved the PSR on December 15, 2009. The project did consider planned improvements by this project in the traffic impact analysis. However, the project would not reduce service levels to current standards. To accomplish the latter, major capacity improvements would be required with or without the project, which was deemed to be outside the scope of the project.
- Beaumont Avenue (SR 79)/I-10 Interchange and I-10/SR-60 Junction Both of these interchanges were evaluated by the traffic impact analysis, which concluded that the project will provide levels of service benefits at each location. However, the project would not reduce service levels to current standards. To accomplish the latter, major capacity improvements would be required with or without the project, which was deemed to be outside the scope of the project.

- c) Interchange Spacing The minimum standard interchange spacing between a freeway-to-freeway interchange and local street interchange is 2.0 miles. A mandatory design exception for interchange spacing was approved by Caltrans on November 28, 1995, allowing the spacing between the I-10/SR-60 Junction and the proposed interchange to be 1.53 miles. The location of the proposed interchange remains unchanged from what was contemplated in the 1995 PSR; therefore, the approved Fact Sheet is still "valid" and is referenced herein. The 2015 and 2035 traffic analysis concludes that all of the ramp merging and diverging points along SR-60 associated with the project are forecasted to operate at acceptable levels of service.
- d) No Significant Adverse Impact The 1995 PSR concluded that the proposed interchange did not impact the safety and operation of SR-60 based on year 2000 and 2020 traffic demands and would not present significant adverse impacts to the environment that could not be mitigated to less than significant. This conclusion remains unchanged under the current project based on traffic impact analysis performed for year 2015 and 2035 and the results of environmental studies.
- e) Connection to Public Roads The 1995 PSR presented connecting Western Knolls Avenue with Potrero Boulevard by extending the existing frontage road to the west. This proposal remains unchanged in the current project, however, since the time of the 1995 PSR, the City has completed construction of a 2-lane roadway along the Potrero Boulevard northern alignment that will begin at Oak Valley Parkway, traverse south to just north of SR-60 and then continues east to the western terminus of existing Western Knolls Avenue. It is proposed to connect to the newly constructed improvements; however, the realignment and extension of Western Knolls Avenue to the northwest will also be constructed.

The project will also provide direct access to a future bypass route that would extend Potrero Boulevard to the south, which was not considered in the PSR. The bypass route is currently being planned and designed by the Riverside County Transportation Department in cooperation with the City. This bypass route will extend from the proposed interchange southerly and then easterly until it intersects State Route 79 (refer to Attachment "C"). See Section 4(A), "Need for the Project", for more discussion.

Other local roadways will connect to Potrero Boulevard in accordance with the City's General Plan Circulation Element; namely, "B" Street, "C" Street, Willow Springs Road, and 4th Street, in the future (refer to Attachment "D").

- f) Meets Local Planning the project defined in the 1995 PSR was consistent with local and regional land use plans, however, at that time it was not included in SCAG's RTP or RTIP. Currently, the project is included in the 2008 RTP and RTIP which have also been approved by FHWA/FTA for air quality conformity. See Section 4(B) (3), "Regional Planning" for more discussion.
- g) Coordination with Development development improvements were coordinated with the locally preferred alternative in mind. Since approval of the 1995 PSR, the City continued to approve development plans within the western area of the City north and south of SR-60. The project has been updated taking into account approved and planned developments in the western area. See Section 3(C), under "Existing Lands" for more discussion.

B. Community Interaction

On February 5, 2008, the Beaumont City Council approved entering into a Project Development Cooperative Agreement with the State for the project. Since this was a publicly noticed meeting, Caltrans considered this meeting as being part of the public scoping and disclosure process. A Public Meeting (Open House format) was publically noticed and held on June 4, 2012 at Beaumont City Hall two (2) weeks after the beginning of the circulation period of the Draft Environmental Document (DED). Caltrans and City staff attended this meeting to answer questions regarding the project. Written comments received at the meeting were collected and responses were included in the Final Environmental Document (FED).

C. Existing Facility

State Route 60

A connection to SR-60 does not exist at the project location. Currently, the portion of SR-60 between Jack Rabbit Trail and Interstate 10 (I-10)/SR-60 Junction is a conventional 4-lane divided highway (2 lanes in each direction) with two (2) intersections and three (3) access openings. Within the project limits, the existing SR-60 mainline right of way varies in width and accommodates four (4) - 12-ft lanes of traffic (two in each direction); standard 8-ft shoulders; and a median width that varies from 21-ft to 26-ft.

As-built plans indicate that the existing travel lanes are underlain by 0.40-ft of asphalt pavement over 0.67-ft of cement treated base (CTB) over 0.67-ft of sub-base material. However, pavement core samples taken within the project area indicate that the CTB and sub-base material does not exist. Asphalt pavement thicknesses along the eastbound lane (No. 1) and shoulder varied from 0.92-ft to 1.29-ft. Along westbound lane (No. 1) and shoulder, the thickness varied from

0.88-ft to 1.48-ft. A recent maintenance project constructed by Caltrans installed a 0.1-ft layer of rubberized hot mix asphalt (RHMA) over the travel lanes. Field reviews did not find significant areas of pavement distress within the limits of the project.

The existing mainline pavement section, constructed in the 1956, was evaluated for remaining service life and it was determined that it should be removed and replaced with a rigid pavement section. This was deemed to be outside the scope of the project.

Along the SR-60 mainline, an existing bridge (San Timoteo Creek Bridge No. 56-0065) crosses Coopers Creek which is a tributary to San Timoteo Creek. On-site drainage flows enter parallel drainage ditches within the median and along the outside edges of the mainline. Flows collected in the median ditches are conveyed through underground pipelines to the mainline edges, and then to Coopers Creek via earthen and concrete drainage swales.

The existing intersections and access openings are shown on Attachment "E" and are described as follows:

- Jack Rabbit Trail (JRT) (PM 27.97) is an existing at-grade intersection at SR-60. Eastbound traffic on SR-60 can exit from the mainline to southbound JRT from via an off-ramp. Westbound traffic on SR-60 can access southbound JRT from a dedicated left turn pocket that allows vehicles to cross eastbound SR-60 lanes. Northbound JRT traffic can turn left onto westbound SR-60 lanes and continue eastbound onto SR-60 via an on-ramp.
- Location 1 (PM 28.48) is a 20-ft opening in access control that allows ingress and egress to private lands and an existing cell tower site south of SR-60.
- Location 2 (PM 29.40) is a 30-ft opening in access control that allows ingress and egress to private land located south of SR-60.
- Location 3 (PM 29.40) is an existing at-grade intersection at the western end of Western Knolls Avenue (WKA), a 2-lane frontage road located along the north side of SR-60. A concrete median barrier was constructed by Caltrans (from PM 28.2 to PM 29.9) at this location to prevent vehicles from crossing the SR-60 median. Right-in and right-out movements are currently allowed.
- <u>Location 4</u> (PM 29.93) is an existing at-grade intersection with the same WKA frontage road at its eastern end. Eastbound traffic on SR-60 can turn left into

the frontage road using a dedicated left turn pocket. Traffic destined for eastbound SR-60 can cross the westbound SR-60 lanes; then wait in the median until they can proceed onto eastbound SR-60 traffic lanes.

Additionally, an operating business (Dowling Orchards) exists at this location along the south side of SR-60. Eastbound traffic on SR-60 can exit and enter the mainline at this location. Westbound traffic on SR-60 can turn left from the mainline to enter this location and turn left from the location to continue westbound. These cross-median movements are not compatible with the traffic demands and current freeway speeds along SR-60.

Interstate 10

Interstate 10 is a 6-lane freeway (3 lanes in each direction) with standard 10-ft shoulders and a median width of 36-ft. The I-10/SR-60 Junction, located between Oak Valley Parkway Interchange and Beaumont Avenue (SR 79) Interchange, is a freeway-to-freeway interchange.

Both I-10 and SR-60 are functionally classified as Urban Principal Arterials; are listed in the California Freeway and Expressway System; included in the National Network for Federal Surface Transportation Assistance Act (STAA) for Oversized Trucks; are in the Transportation Gateways of Statewide Significance; and are Intermodal Corridors of Economic Significance (ICES) in Caltrans Interregional Transportation Strategic Plan (ITSP).

Local Roadways

The City constructed a new 2-lane roadway that extends westerly from Western Knolls Avenue and then continues to the north along the Potrero Boulevard alignment to Oak Valley Parkway, a major east-west arterial roadway. Other local roadways, such as 4th Street, a parallel roadway south of SR-60, provide access to existing, planned, and future commercial/industrial developments located immediately south of SR-60. Together, these local roadways provide access to the western area of the City (refer to Attachment "F").

Existing Lands

The existing lands surrounding the location of the project are mainly vacant and undeveloped. Access to these lands occurs primarily from the local roadways mentioned above. A single residential unit and a few commercial businesses are located north of SR-60 and west of the I-10/SR-60 Junction.

Site grading and other construction activities are on-going northwest of the project for what is commonly known as the Heartland project, a large-scale development that will consist of more than 1,000 residential homes and commercial areas located to the west of Potrero Boulevard and north of SR-60. Attachment "F" depicts the state of developed and undeveloped lands in the project area as of 2009. Attachment "G" depicts the designated land uses included in the City of Beaumont General Plan (2007) which guides the future development of the lands surrounding the project. Attachment "H" identifies the planned development projects north and south of SR-60 within the vicinity of the project.

Existing Access and Interchange Configurations

Existing access to SR-60 occurs at the Jack Rabbit Trail Interchange and the I-10/SR-60 Junction. Table 3.1 presents a summary of the distances anticipated between these existing access points and the project with their respective interchange configurations:

Table 3.1 – Interchange Distances from Proposed Interchange												
Location	PM	Configuration	Distance from Proposed Interchange (Miles)									
Jack Rabbit Trail	27.97	Public Road intersection	0.94									
Proposed Potrero Boulevard IC	28.91	Modified Type L-9	0.00									
I-10/SR-60 Junction	30.44	Freeway-to-Freeway	1.53									

Anticipated impacts to these adjacent interchanges and intersections due to the project are as follows:

- Operational analysis indicates that traffic demands for the I-10/SR-60 Junction will decrease in the year 2035 with the project. Surface ramp intersections at the Junction are forecasted to operate at levels of service (LOS) "F" without the project. They will operate at LOS "A" with the project. See Section 4(C), "Traffic" for more discussion.
- The interchange spacing between the existing I-10/SR-60 Junction and the proposed interchange will not meet standard interchange spacing requirements of two (2) miles per Design Information Bulletin (DIB) 77. A Fact Sheet for

nonstandard interchange spacing of 1.53 miles was approved by Caltrans on November 29, 1995.

• The spacing between the existing Jack Rabbit Trail intersection and the proposed interchange exceeds the spacing requirements of 1/2 mile for openings along expressways. The spacing between the proposed interchange and this intersection was approved with the November 29, 1995 Fact Sheet. This intersection experiences very low traffic volumes (less than 100 average daily traffic). Therefore, no impacts to its operations are anticipated due to the project.

4. NEED and PURPOSE

A. Problem, Deficiencies, Justification

The Need and Purpose for the project was reviewed and approved by the Project Development Team (PDT) in June 2011. The purpose of the project is to:

- Provide access between north and south of, and full access to, SR-60
- Improve mainline operations along State Route 60 (SR-60) by eliminating cross barrier traffic and access openings
- Reduce forecasted mainline congestion

Need for the Project

The project is being initiated by the City of Beaumont to mitigate increased traffic volumes in the area associated with future development and to implement the City's General Plan. Significant growth is anticipated in the near future in this area from approved development. There is currently no access from north of SR-60 to the south except via crossing the expressway median at Western Knolls Avenue (East).

a) Need to provide access between north and south of, and full access to, SR-60 - In its current condition the SR-60 mainline effectively acts as a physical barrier between developed and undeveloped lands located north and south of the mainline. Access to existing lands (developed and undeveloped) with in the western area of the City is limited to two interchanges along I-10 – at Oak Valley Parkway (OVP) and Beaumont Avenue (SR-79). Traffic analyses show that as growth increases in the western area, these interchanges, as well as, SR-60 and I-10 would degrade in level of service. The new interchange would provide a north-south crossing (Potrero Boulevard) at SR-60 that would allow for a redistribution of traffic into and within the western area of the City. The City's General Plan Circulation Element calls for the new interchange and the north-south roadway connection to existing east-west roadways, OVP and 4th Street.

The project would provide a new north-south roadway overcrossing (Potrero Boulevard) at SR-60. This overcrossing would allow local traffic destined for the western area of the City to move across SR-60 without affecting SR-60 mainline operations. Additionally, the north-south crossing would reduce east-west traffic that must use the Oak Valley Parkway and Beaumont Avenue (SR-79) interchanges.

b) Need to improve mainline operations along SR-60 by eliminating cross barrier traffic and access openings - Along SR-60, traffic flows along the eastbound and westbound mainline lanes are affected by existing at-grade intersections located at Jack Rabbit Trail; at the east and west ends of Western Knolls Avenue (a 2-lane frontage road located on the north side of the mainline); and at three (3) other access openings located along the south side of the mainline. Vehicles exit and enter SR-60 from these intersections and access openings while mainline traffic travels at high speeds, sometimes in excess of 70 miles per hour.

Table 4.6 presents a summary of accident information obtained from Caltrans' Traffic Accident Surveillance and Analysis System (TASAS) Table B Report from July 1, 2006 thru March 31, 2010. Attachment "E" identifies these intersections and access openings.

c) Need to reduce forecasted mainline congestion - Year 2035 traffic forecasts along SR-60 and I-10 indicate that mainline levels of service would degrade to unacceptable levels of service, resulting in increased congestion and delays to local and regional traffic Existing 2010 Average Daily Traffic (ADT) volumes along SR-60 are 51,300 vehicles per day (vpd). Forecasted 2035 ADT along SR-60 would increase by 171.7%. Along I-10, existing 2010 ADT are 103,700 vpd west of the I-10/SR-60 Junction and 144,800 vpd east of the I-10/SR-60 Junction. Forecasted 2035 ADT along I-10 would increase respectively by 102.4% and 70.4%.

Due to these forecasted increases in traffic demands, the mainline freeways (SR-60 and I-10) and existing interchanges at Oak Valley Parkway/I-10, Beaumont Avenue (SR-79)/I-10, and the I-10/SR-60 Junction would degrade to unacceptable levels of service that would result in severe congestion and impacts to the travelling public.

To address this condition, the City is sponsoring the project, a new interchange on SR-60 that would effectively change travel patterns within the western area of the City. The project acting in conjunction with other planned local roadways would result in providing relief to the areas of future congestion noted earlier by removing traffic from SR-60 and I-10 to the local roadway system.

B. Regional & System Planning

1) Identified Systems

The project will be located on SR-60 which provides interregional mobility between the commercial centers of Los Angeles, Riverside, and San Bernardino areas. Within District 8 in San Bernardino and Riverside Counties, SR-60 extends a distance of approximately 40.5 miles as an east-west Principal Arterial. SR-60 varies in width from four (4) lanes in rural areas to ten (10) lanes in urbanized areas. The total length of the route is approximately 70.4 miles beginning near the junction of I-5 and I-10 in Los Angeles County and terminates at the junction with I-10 in the City and in Riverside County.

2) State Planning

In August 1999, Caltrans adopted a Route Concept Fact Sheet (RCFS) for SR-60 between San Bernardino (PM R0.0) and Riverside (PM R30.5). The RCFS calls for expanding SR-60 from four (4) lanes to eight (8) lanes from Perris Boulevard to the I-10/SR-60 Junction. Two of the additional lanes are planned to be High Occupancy Vehicle (HOV) lanes (one in each direction) within the latter Post Mile (PM) limits and beyond.

Caltrans is in the process of preparing a final draft of a Transportation Corridor Concept Report (TCCR) for SR-60. A preliminary analysis of the segment that the project lies within indicates that in order to maintain a concept Level of Service "D" through 2035, three (3) lanes (in each direction) built to freeway standards plus two (2) HOV lanes are needed. The Ultimate Transportation Corridor (UTC) requires adequate right of way for five (5) lanes (four mixed-flow and one HOV) in each direction on the mainline for a total of ten (10) lanes. This does not include right of way for auxiliary lanes and sound walls which may be needed as the area continues to develop.

The design of the proposed Potrero Boulevard overcrossing bridge structure is planned to accommodate the ten (10) lane freeway section. When implemented, slope paving adjacent to the eastbound and westbound loop on-ramps will be removed and replaced with tie-back retaining walls. Attachment "I" depicts how the proposed bridge structure will accommodate eight (8) and ten (10) freeway lanes on SR-60.

3) Regional Planning

The project is identified in the City's General Plan Circulation Element (2007) and in the Southern California Association of Governments (SCAG) 2012-2035 Regional Transportation Plan/Sustainable Communities (RTP/SCS). On April 4, 2012, the Regional Council of SCAG adopted the RTP/SCS. On June 4, 2012, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) found the RTP/SCS and the 2010/2011 Federal Transportation Improvement Plan (FTIP) (thru Amendment 11-24) to conform to the applicable State Improvement Plan (SIP). The design concept and scope of the project is consistent with the project description in the RTP/SCS (ID#RIV 050535)

4) Local Planning

The project is included in the March 2007 City of Beaumont General Plan Circulation Element. The new Potrero Boulevard/Western Knolls Avenue intersection is shown as Potrero Boulevard/"C" Street in this document. The project is identified in the Western Riverside Council of Governments Transportation Uniform Mitigation Fee (TUMF) program, and the County of Riverside General Plan.

5) Transit Operator Planning

The project is located on SR-60, providing linkage between the western area of the City and interregional travel between the commercial centers of Los Angeles, Riverside, and San Bernardino areas. The Riverside Transit Agency (RTA) provides regional bus service between the cities of Riverside, Banning, Beaumont, and Moreno Valley using SR-60 thru the following systems:

- <u>Line 35</u> from the Moreno Valley Mall (in Moreno Valley) with stops at K-Mart, two Walmart's (one in Moreno Valley and the other in the Beaumont/Banning area), and the Riverside County Medical Center.
- <u>Line 210</u> from Banning and Beaumont to Downtown Riverside Terminal via Moreno Valley and Riverside Metrolink Station.

Regional bus services from these Lines are coordinated with Pass Transit, which serves the local communities of Beaumont and Banning. The project would not affect existing bus services.

C. Traffic

1) Existing and Forecasted Freeway Mainline Volumes

Congestion along SR-60 is attributed to heavy commuter traffic during the weekdays. Congestion and delays are expected to increase along with the continued growth that is projected for the region. Table 4.1 presents existing 2010 Average Daily Traffic (ADT), forecasted ADT for year 2015 (opening year), and forecasted ADT for year 2035 as follows:

Та	Table 4.1 – Existing and Forecasted ADT on SR-60											
Limits	Mainline	Existing	2015 ADT	2035 ADT								
Lillits	iviaiiiiile	Year 2010	% Increase	% Increase								
Without Project												
West of I-			67,800	139,400								
10/SR-60	SR-60	51,300	•	ŕ								
Junction ⁽¹⁾			+32.2%	+171.7%								
		With Project										
Potrero Blvd			63,600	128,900								
IC to I-10/SR-	SR-60	51,300	•	ŕ								
60 Junction			+24.0%	+151.3%								

(1) Jack Rabbit Trail ADT is nominal at less than <100 vehicles/day.

Source: SR-60/Potrero Interchange Traffic Impact Analysis (March 2010)

As can be seen, 2015 and 2035 ADT volumes along SR-60 will increase with or without the project. However, with the project, a reduction of 2015 ADT volumes equaling 10,500 trips (or 7.5%) is forecasted in the year 2035. Year 2015 forecasts show that a 4,200 trip (or 6.2%) reduction is expected. These ADT reductions will directly benefit the SR-60 mainline operations as congestion and delays are minimized.

Table 4.2 compares 2015 and 2035 ADT volumes along I-10. Similarly, ADTs on this facility will increase with or without the project. However, with the project, a reduction of 2015 ADT volumes equaling 10,500 trips (or 2.9%) west of I-10/SR-60 Junction and 2,000 trips (or 1.2%) east of I-10/SR-60 Junction is forecasted. In 2035, ADT volumes will reduce by 50,000 trips (or 15.5%) west of the I-10/SR-60 Junction with no change east of the I-10/SR-60 Junction. These results indicate that I-10 mainline operations will also benefit from the project in reducing congestion and delays.

Table	Table 4.2 – Existing and Forecasted ADT on I-10											
Limits	Mainline	Existing	2015 ADT	2035 ADT								
Limits	Mainine	Year 2010	% Increase	% Increase								
Without Project												
West of I-10/SR-60	1.10	102 700	122,900	209,900								
Junction	I-10	103,700	+18.5%	+102.4%								
East of I-10 /SR-60	1.10	144 000	166,100	246,800								
Junction	I-10	144,800	+14.7%	+70.4%								
	V	Vith Project										
West of I-10/SR-60	1.10	102 700	112,400	159,900								
Junction	I-10	103,700	+8.4%	+54.2%								
East of I-10 /SR-60	1.10	144 000	164,100	246,800								
Junction	I-10	144,800	+13.3%	+70.4%								

Source: SR-60/Potrero Interchange Traffic Impact Analysis (March 2010)

Table 4.3 and Table 4.4 compares mainline forecasted LOS along I-10 and SR-60 in the morning (AM) and evening (PM) "peak periods" with the project and without the project. Black colored cells highlight LOS "F" conditions and grey cells highlight LOS "E" conditions. Under these conditions, the travelling public will encounter significant and considerable delays. The comparison illustrates the benefits that the project will provide to the traveling public.

2) Projected Traffic Volumes

The projected traffic volumes at studied intersections for Year 2015 and 2035 with and without the project are presented in Table 4.5. The LOS for intersections studied within the project area is improved or remain unchanged with the project except for under the following Year 2035 conditions:

- a) Intersection #6 Potrero Blvd and "C" Street AM LOS lowered from "C" to "D". The lower LOS is within acceptable levels per City standards. Note that this intersection coincides with the new Potrero Blvd/Western Knolls Avenue intersection.
- b) Intersection #10 I-10 EB Ramps/Oak Valley Pkwy AM LOS lowered from "C" to "F". PM LOS is "F" with or without the new interchange.

		TABLE 4.3 –	2015 A	AND 20)35 Le	vel of	f Servic	ce – Int	tersta	te 10	Mainli	ne – W	ith and	d With	out Pro	posed	Projec	:t	
			Existing 2010 LOS Conditions			2015 LOS 2035 With Proposed Project Without Propo						roject	2035 LOS With Proposed Project						
Freeway		Mainline		nsity mi/ln)	1	nsity mi/ln)		nsity mi/ln)		el of vice		nsity mi/ln)		el of vice		nsity mi/ln)		el of vice	Remarks
		Segment	AM	PM	АМ	PM	АМ	PM	АМ	PM	АМ	PM	AM	PM	AM	PM	AM	PM	
		West of Oak Valley Off- Ramp	17.3	18.1	В	С	15.7	21.4	С	С	29.3		D	F	22.8		С	F	Improved AM LOS
		Between Oak Valley Ramps	16.5	16.7	В	В													
	N.	Between Oak Valley Off and Loop Ramps					12.2	15.6	В	В	22.3		С	F	15.5	28.0	В	D	Improved AM/PM LOS
	EASTBOUND DIRECTION	Between Oak Valley Loop and On Ramps					13.1	16.1	В	В	27.8		D	F	17.4	30.5	В	D	Improved AM/PM LOS
	O OND	West of Junction Off- Ramps	17.9	17.8	В	В	11.0	13.6	В	В				F	15.4	24.6	В	С	Improved AM/PM LOS
	ASTBO	Between Off-Ramps and Mainline Merge	15.6	14.8	В	В	12.3	14.9	В	В	26.4		D	F	17.2	28.8	В	D	Improved AM/PM LOS
	ш	East of Mainline Merge	15.5	20.9	В	С	13.2	20.0	В	С	25.5		С	F	18.7	43.7	С	E	Improved PM LOS
TE 10		Between Beaumont Ramps	13.6	18.5	В	С	11.3	17.0	В	В	17.7	37.0	В	E	15.6	28.7	В	D	Improved PM LOS
INTERSTATE 10		East of Beaumont On- Ramp	16.1	20.7	В	С	13.4	19.5	В	С	24.3		С	F	18.6	39.0	С	E	Improved PM LOS
Ξ		East of Beaumont Off- Ramp	15.1	20.2	В	С	14.4	18.4	В	С	34.2		D	F	23.9	32.2	С	D	Improved AM/PM LOS
		Between Beaumont Ramps	13.2	17.5	В	В	12.5	15.7	В	В	24.0	30.6	С	D	20.2	24.9	С	С	Improved PM LOS
	NOIT.	East of Mainline Split	15.4	19.8	В	С	15.2	18.4	В	С	43.4		E	F	26.9	33.7	D	D	Improved AM/PM LOS
	DIREC	West of Mainline Split	13.2	21.1	В	С	10.6	14.0	Α	В				F	19.3	22.2	С	С	Improved AM/PM LOS
	WESTBOUND DIRECTION	Between Oak Valley Off and Loop Ramps					16.3	21.1	В	С	36.2	41.4	E	E	30.8	34.6	D	D	Improved AM/PM LOS
	WESTE	Between Oak Valley Loop and On Ramps					17.6	23.0	В	С	39.6		E	F	39.6		E	F	No Change
		Between Oak Valley Ramps	12.3	19.1	В	С													
		West of Oak Valley On- Ramp	13.8	20.4	В	С	22.3	28.8	С	D			F	F			F	F	No Change
Total Number of LOS "F" Without Proposal Project 3 13 "—" = Traffic volumes > capacity LOS is "F"																			
						Tot	al Numb	oer of LO	OS "F" \	With P	roposed	Project	13 seg		proved LO ed Project		1	3	

Source: SR-60/Potrero Interchange Traffic Impact Analysis (March 2010)

	Table 4.4 – 2015 and 2035 Level of Service – SR-60 Mainline – With and Without Proposed Project																		
			Existing 2010 LOS Conditions			2015 LOS 2035 With Proposed Project Without Prop								5 LOS osed Pro	ject				
		Mainline		Density (pc/mi/ln)		Level of Service		Density (pc/mi/ln)		Level of Service		Density (pc/mi/ln)		Level of Service		Density (pc/mi/ln)		el of vice	REMARKS
Free	way	Segment	АМ	PM	AM	PM	AM	PM	AM	РМ	AM	PM	АМ	PM	AM	PM	AM	PM	
		West of Potrero Off- Ramp					11.5	27.0	В	D					18.2		С	F	
	z	Between Potrero Ramps																	
	EASTBOUND DIRECTION	Between Potrero Off and Loop Ramps					8.7	21.8	А	С					9.2	26.4	Α	D	
	볼	Between Loop and On Ramps					9.2	22.6	А	С					10.8	28.8	Α	D	
	EASTBOU	West of Junction Off- Ramp	9.7	23.2	А	С	6.9	15.9	А	В	18.2		В	F	9.9	21.9	А	С	Improved AM/PM LOS
TE 60		Between Off- Ramp and Mainline Merge	8.5	20.7	А	С	4.5	10.4	Α	А	12.3	30.7	В	D	6.6	14.3	А	В	Improved AM/PM LOS
STATE ROUTE 60		Between On- Ramp and Mainline Split	15.5	13.7	В	В	8.2	8.0	А	А	23.2	23.4	С	С	11.9	12.8	В	В	Improved AM/PM LOS
S	ECTION	West of On- Ramp from I-10 Freeway	17.7	15.8	В	В	12.7	12.0	В	В	37.4	35.5	E	E	18.3	18.6	С	С	Improved AM/PM LOS
	WESTBOUND DIRECTION	Between Potrero Off and Loop Ramps					17.1	15.4	В	В					20.6	19.3	С	U	
	WESTB(Between Potrero Loop and On Ramps					18.2	16.5	С	В					24.6	22.9	U	С	
		Between Potrero Ramps																	
		West of Potrero On- Ramp					20.7	19.3	С	С					37.4	35.3	E	E	
				Tota	al Nur	nber	LOS "F	" Witl	hout I	Propo	sed P	roject	0	1	"	" = Tra			er than capacity
Total Number LOS "F" Without Proposed Project 0 1 LOS is "F" Total Number of LOS "F" With Proposed Project 4 Segments Improved LOS With Project 0 1																			

Source: SR-60/Potrero Interchange Traffic Impact Analysis (March 2010)

		Tab	le 4.5	– Le	vel o	f Serv	vice at	Stu	died	Inters	ectio	ns					
	lata an antin a	V	201 Vithout		201 With Pr			V	203 Vithout		t	2035 With Project					
	Intersection	Delay (Sec)		Level of Service		Delay (Sec)		Level of Service		Delay (Sec)		Level of Service		Delay (Sec)			el of vice
No.	Name	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
1	Potrero Boulevard (NS) Oak Valley Pkwy (EW)	28.9	22.7	С	С	5.7	4.4	А	А	20.3	23.8	С	С	8.8	12.2	А	В
2	Potrero Boulevard (NS) "B" Street (EW)	22.0	16.0	С	В	5.5	8.5	А	А	26.6	26.1	С	С	9.2	28.4	А	С
3	Potrero Boulevard (NS) "C" Street (EW)	51.0	20.8	D	С	9.0	8.6	А	А	25.8	40.1	С	D	37.1	35.9	D	D
4	Potrero Boulevard (NS) SR-60 WB Ramps (EW)					5.3	5.0	А	А					11.6	14.6	В	В
5	Potrero Boulevard (NS) SR-60 EB Ramps (EW)					6.4	6.4	А	А					9.9	16.7	А	В
6	Potrero Boulevard (NS) Willow Springs Road (EW)	25.9	24.7	С	С	13.0	14.6	В	В	28.3	50.2	С	D	35.0	36.9	D	D
7	Potrero Boulevard (NS) 4th Street (EW)	26.2	24.7	С	С	14.9	13.0	В	В	40.1	37.3	D	D	30.2	32.2	С	С
8	Desert Lawn Drive (NS) Oak Valley Pkwy (EW)	13.5	13.3	В	В	10.6	11.8	В	В	23.4		С	F	19.1	29.5	В	С
10	I-10 EB Ramps (NS) Oak Valley Pkwy (EW)	19.5	22.1	В	С	12.1	12.9	В	В	22.9		С	F	23.6		F	F
11	I-10 WB Ramps (NS) Oak Valley Pkwy (EW)	24.3	22.8	С	С	10.9	11.5	В	В	43.3		D	F	15.3	20.6	В	С
12A	SR-60 & I-10 EB Off Ramp (NS) I-10 EB On Ramp & 6th St (EW)	3.2	4.9	А	А	1.0	1.8	Α	А	11.9		В	F	0.6	5.0	А	Α
12B	Viele Ave (NS) 6th Street (EW)	12.3	11.8	В	В	5.4	6.2	А	А	31.6		С	F	7.4	10.5	А	В
13	Beaumont Avenue (NS) 6th Street (EW)	45.3	44.1	D	D	25.2	25.4	С	С	60.2		F	F	39.6	54.3	D	F
15	Beaumont Ave (NS) I-10 WB Ramps (EW)	21.3	29.1	С	С	16.3	16.4	В	В			F	F			F	F
16	Beaumont Ave (NS) I-10 EB Ramps (EW)	8.1	10.0	A	A	4.0	5.1	А	A			F	F	8.9		A	F

[&]quot;--"= Traffic Volume greater than capacity – LOS is "F"

Source: SR-60/Potrero Interchange Traffic Impact Analysis (March 2010)

3) Impacts to Existing Interchanges

- a) <u>Jack Rabbit Trail Intersection</u> No impacts will occur at this interchange due to the project. Since existing and projected traffic volumes are relatively low, LOS degradations will be nominal. In the approved traffic analysis, this interchange is removed in 2035 assuming that a local roadway south of and parallel to SR-60 will be constructed prior to this year.
- b) I-10/SR-60 Junction Once constructed, the project significantly changes the overall circulation pattern within the project area. In year 2035, up to 708 vehicles per hour will be removed from this Junction as the traveling public will have other options to access adjacent residential communities and commercial businesses. Per Table 4.5, the Junction will operate at LOS "A" in both the AM and PM peak hour. Without the proposed interchange, the Junction would operate at LOS "B" and "F" levels in the AM and PM peak hour, respectively.
- c) <u>I-10/Oak Valley Parkway Interchange</u> As noted, once constructed, the project will improve the level of service at the westbound ramps. However, level of service for eastbound ramps will degrade in the AM period from "C" to "F". A separate Project Study Report (EA 08-0G280K) for this interchange was approved by Caltrans on December 15, 2009. Results of that study indicate that the LOS for the eastbound ramps will operate at LOS A in the AM period and LOS B in the PM period under year 2030 conditions.
- d) <u>I-10/Beaumont Avenue (SR-79) Interchange</u> The westbound ramps at this interchange operate at LOS "F" with or without the interchange. Significant improvement to the AM LOS occurs after the proposed project is constructed ("F" to "A"), however, PM LOS remains at "F" levels with or without the proposed interchange. Currently, there are no plans to improve this interchange by the City or Caltrans. Any improvements to this interchange would be outside the scope of the project.

4) Freeway Mainline and Ramps

Tables 4.3 and 4.4 indicate that the LOS for the SR-60 mainline will improve as a result of the project. This is due to the distribution of traffic off SR-60 to the local roadway systems. Table 4.5 shows that the ramp intersections at the proposed interchange will operate in 2035 for the westbound ramp termini at LOS "B" in the AM peak hour and LOS "B" in the PM peak hour.

The eastbound ramp termini will operate at LOS "A" and LOS "B' for the AM and PM peak hours, respectively.

5) Intersection Levels of Service

Per Table 4.5, out of the fifteen (15) intersections studied, all will either improve in LOS due to the project or will remain unchanged from existing deficiencies. The Beaumont Avenue (SR-79)/I-10 interchange will have some operational improvements in 2035 at the eastbound ramp intersection due to the project. The westbound ramp intersection will have operational improvements from the project in 2015. However, it is recommended that a separate operational analysis for this interchange be done separately.

6) Accident Rates

Table 4.6 presents a summary of accident information obtained from the Traffic Accident Surveillance and Analysis System (TASAS) Table B Report from July 1, 2006 thru March 31, 2010.

Factors that could play a role in causing the types of accidents indicated in Table 4.6 are: driving under the influence (DUI), speeding, not paying attention, slippery roadway due to rain, following too close, fog, etc.

Caltrans constructed a concrete (Type 60) median barrier between PM 28.8 and PM 29.9 in November 2007 (EA 0G460) at the western end of the Western Knolls Avenue intersection to restrict movements to right-in/right-out from westbound SR-60 traffic. All movements to and from SR-60 at this intersection and at the eastern intersection at Western Knolls Avenue (WKA) will be closed as part of Phase 2. A cul-de-sac will also be constructed at the eastern end of WKA.

As can be seen from Table 4.6, under "Actual Accident Rates" fatality and injury accidents along SR-60 and at Jack Rabbit Trail are below the "Statewide Average Accident Rates" for similar types of state highways. At Locations 1, 2, 3, and 4 the total "Actual Accident Rates" (highlighted in bold text) exceed the total "Statewide Average Accident Rates." The number and types of accidents that occurred at these locations are shown in Table 4.7.

	Table	e 4.6 - TAS	AS Data – J	July 1, 20	06 thru	March 31,	2010		
Location	Total No. Accident	Fatality Accident	Injury Accident		Il Accider Ilion Vehi	nt Rates cle Miles)	State Acc (Per I	tes	
				F	F+I	Total	F	F+I	Total
SR-60 PM 27.50 to PM 30.494	130	1	48	.005	.27	.71	.014	.36	.90
Jack Rabbit Trail PM 27.97	10	0	4	O ^(a)	.07 ^(a)	.16 ^(a)	.003 ^(a)	.08 ^(a)	.20 ^(a)
Location 1 PM 28.48	10	0	4	O ^(a)	.07 ^(a)	.16 ^(a)	.001 ^(a)	.06 ^(a)	.15 ^(a)
Location 2 PM 29.40	10	0	3	O ^(a)	.05 ^(a)	.16 ^(a)	.001 ^(a)	.06 ^(a)	.15 ^(a)
Location 3 PM 29.40 Westbound	11	0	4	O ^(a)	.07 ^(a)	.18 ^(a)	.001 ^(a)	.06 ^(a)	.15 ^(a)
Location 4 PM 29.93 Eastbound	20	0	11	O ^(a)	.18 ^(a)	.33 ^(a)	.001 ^(a)	.06 ^(a)	.15 ^(a)

Source: Caltrans District 8 (April 2011)

Note: PM location begins just west of Jack Rabbit Trail and ends west of the I-10/SR-60 Junction

(a) Accident rate denoted as per million vehicles

PM = Postmile F = Fatality I = Injury

The project would close and remove the intersections at Locations 3 and 4 (Western Knolls Avenue [East and West]) and the access openings to SR-60 at Locations 1 and 2, which should reduce the number of accidents shown above. Access from Location 1 would remain in place to perpetuate access to lands located south of SR-60 under Phase 1; however, the City intends to close this access by requiring the construction of a local frontage road as a condition of future development or as an independent project prior to the completion of Phase 2.

	Table 4.7 - Traffic Accident Types											
Location	Sideswipe	Rear End	Broadside	Hit Object								
Jack Rabbit Trail PM 27.97	3	2	2	3								
Location 1 PM 28.480	3	2	2	3								
Location 2 PM 29.400	2	4	2	2								
Location 3 PM 29.400 Westbound at WKA	2	3	3	3								
Location 4 PM 29.93 WKA/Dowling Orchards	4	6	6	4								

Source: Caltrans TASAS (July 1, 2006 thru March 31, 2010)

Access to businesses and residences along Western Knolls Avenue would be provided from the new interchange and the westerly extension of Western Knolls Avenue until it intersects Potrero Boulevard. Access to the existing business, Dowling Orchards (at Location 4), will be provided via the construction of a new roadway extending from 4th Street as part of the Dowling Business Park development. Access from SR-60 would remain until the new roadway is constructed prior to the completion of Phase 2. The Jack Rabbit Trail intersection will continue to remain in place. The Western Knoll Avenue intersections would ultimately be removed. It is anticipated that removal of the intersections and access openings would reduce collisions and injuries that are occurring along present day SR-60.

5. ALTERNATIVES

The project has been assigned to Project Development Category 3 because it is a new interchange on a previously constructed access controlled route requiring new right of way.

A. Viable Alternatives

Three (3) alternatives were identified and considered for the project as follows:

- <u>No Build</u> No improvements proposed.
- <u>Partial Cloverleaf (Locally Preferred Alternative)</u> Construct a new modified partial cloverleaf interchange (Type L-9).
- <u>Spread Diamond</u> Construct a new spread diamond interchange (Type L-2).

A Value Analysis (VA) study was done and confirmed the Partial Cloverleaf configuration as the locally preferred alternative for the new connection to SR-60. Preliminary engineering was performed to develop the ultimate geometric layout for the partial cloverleaf configuration to establish future right of way limits and to develop overall environmental impacts.

The PDT selected the Partial Cloverleaf alternative as the proposed build project on July 11, 2012.

1) Proposed Engineering Features/Considerations:

The project will include the following engineering features/considerations:

- a) A modified Type L-9 interchange configuration will be constructed.
- b) Potrero Boulevard will be constructed to six (6) lanes (three northbound and three southbound) between Willow Springs Parkway and Western Knolls Avenue.
- c) Traffic signals will be constructed along Potrero Boulevard at the following locations:
 - 1. Eastbound ramps termini (new)
 - 2. Westbound ramps termini (new)
 - 3. Potrero Boulevard and Western Knolls Avenue (new)

- d) A six (6)-lane overcrossing bridge structure at SR-60 (three lanes in each direction) with a 14-ft raised median separation, one 14-ft inside lane in each direction; two 12-ft lanes in each direction; 10-ft shoulders, and 6-ft pedestrian sidewalks on both sides.
- e) The existing SR-60 mainline bridge (San Timoteo Creek Bridge No. 56-0065) crossing Coopers Creek will be widened to the south to accommodate the approach auxiliary lane to the eastbound off-ramp.
- f) The eastbound off ramp, eastbound diagonal on ramp and eastbound loop on ramp will be constructed to 2035 lane requirements. Ramp metering infrastructure and CHP enforcement areas will be provided on the on ramps.
- g) The westbound off ramp, westbound loop on ramp, and westbound diagonal on ramp will be constructed to 2035 lane requirements. Ramp metering infrastructure and CHP enforcement areas will be provided on the on ramps.
- h) A westbound and eastbound approach auxiliary lane will be constructed in advance of the eastbound and westbound off ramps. The design of the pavement section for the auxiliary lanes will consider these lanes to be future mixed flow lanes.
- i) Right of way will be acquired for the interchange and local roadway improvements.
- j) Western Knolls Avenue will be realigned and extended from its western terminus to Potrero Boulevard. One lane each direction will be constructed with 8-foot shoulders.
- k) Existing utilities that interfere with the project will be relocated. Interfering utilities such as overhead power lines and underground pipelines that will lie within the proposed State right of way will be relocated outside State right of way. Utility easements for the relocated utilities will be acquired.
- Retaining walls will be constructed along the south side of the eastbound off ramp and along the north and south sides of the westbound diagonal on ramp.

2) Phased Interchange Features

Currently, planned developments located north and south of SR-60 have slowed down in construction due to a depressed economy. Additionally, obtaining full funding for construction of the entire project is also difficult due to economic conditions. To move the project forward, the City has decided to construct the project into two (2) phases. The first phase will construct a 6-lane bridge overcrossing at SR-60 that will provide better north-south circulation within the western area. There will be no connection to SR-60 in this phase. The second phase will construct the remaining portion of the project that will provide for ramp connections to the mainline. Construction of the second phase is anticipated to be completed by Summer 2015.

Accordingly, the engineering features of the two phases are described as follows:

PHASE 1 (See Attachment "S")

- Potrero Boulevard will be constructed to two (2) lanes (one in each direction) starting approximately 592 feet south of SR-60 centerline and ending approximately 1,350 feet north of SR-60 centerline until it connects to existing Potrero Boulevard.
- Demolition of portions of the existing 2-lane Potrero Boulevard/Western Knolls Avenue roadway and construction of a new intersection just north of SR-60.
- Construct a new six (6)-lane bridge overcrossing striped for two lanes at SR-60. The bridge overcrossing will ultimately accommodate a 14-ft raised median separation, one 14-ft inside lane in each direction, two 12ft lanes in each direction, 10-ft shoulders, and a 6-ft pedestrian sidewalk on both sides.
- Remove existing median pavement and construct a new concrete median barrier, new median pavement along SR-60 across the eastern Western Knolls Avenue intersection, and new metal beam guardrail. Access to SR-60 would be restricted to right-in/right-out movements at Western Knolls Avenue (east and west ends) and at the Dowling Orchards access.

- Existing utilities that are in conflict with the above-mentioned improvements would be relocated. Easements for the relocated utilities will be acquired during Phase 1.
- Right of way will be acquired for Phase 1 needs only.
- Maintain existing opening in access control to existing parcel located at PM 28.48 on south side of SR-60.
- Permits from resource agencies and associated costs for mitigation banks for Phase 1 impacts only.

PHASE 2 (See Attachment "T")

- A Type L-9 (modified) interchange configuration will be constructed.
- Widen Potrero Boulevard to six (6) lanes (three northbound and three southbound) between the eastbound ramp termini and relocated Western Knolls Avenue intersection.
- Traffic signals will be constructed along Potrero Boulevard at the following locations:
 - Eastbound ramps termini (new)
 - Westbound ramps termini (new)
 - Potrero Boulevard/Western Knolls Avenue (new)
- Widen the existing SR-60 mainline bridge (San Timoteo Creek Bridge No. 56-0065) crossing Coopers Creek to the south to accommodate the approach auxiliary lane to the eastbound off-ramp.
- Construct the eastbound off ramp, eastbound loop on ramp, and eastbound diagonal on ramp. Ramp metering infrastructure, maintenance pull-outs, and CHP enforcement areas will be provided on the on ramps.
- Construct the westbound off ramp, westbound loop on ramp, and westbound diagonal on ramp. Ramp metering infrastructure, maintenance pull-outs, and California Highway Patrol (CHP) enforcement areas will be provided on the on ramps.

- An auxiliary lane will be constructed in advance of the eastbound and westbound off ramps. The design of the pavement section for the auxiliary lanes will consider these lanes to be future mixed flow lanes.
- Western Knolls Avenue would be realigned from its western terminus to Potrero Boulevard to the existing frontage roadway. One 12-ft lane in each direction will be constructed with 8-ft shoulders.
- Retaining walls will be constructed along the south side of the eastbound off ramp and along the north and south sides of the westbound diagonal on ramp.
- Right of way will be acquired for Phase 2 needs.
- Remove access opening to existing parcel located at PM 28.48 on south side of SR-60.
- Remove the Western Knolls Avenue and Dowling Orchard access intersections at SR-60.
- Permits from resource agencies and associated costs for mitigation banks for Phase 2 impacts only.

3) Nonstandard Mandatory and Advisory Design Features

No exceptions to Advisory Design Standards are anticipated.

Caltrans has reviewed and approved the following documents associated with exceptions to Mandatory Design Standards. These exceptions are consistent with current Highway Design Manual standards:

- a) A Fact Sheet Exception to Mandatory Design Standards was reviewed and approved by Mr. Ron Nelson, Project Development Coordinator for OPPD on November 28, 1995 (see Attachment "Q"). Design exceptions that were involved with this approval included a reduction in interchange spacing between the proposed interchange and the I-10/SR-60 freeway-to-freeway junction (2.0 miles to 1.5 miles).
- b) A Fact Sheet Exception to Mandatory Design Standards was reviewed and approved by Mr. Luis Betancourt, Design Coordinator, HQ Division of Design on January 12, 2012. Design exceptions that were involved with this approval included existing nonstandard curve radii and

nonstandard site distances along the SR-60 mainline between Station 342+90 and Station 393+97.

The following nonstandard design features are identified but are deemed to be outside the construction limits of the project:

- c) The ramp from eastbound I-10 to westbound SR-60 has a lane convergence of 16:1. The Highway Design Manual (HDM) advisory design standard calls for a convergence of 50:1.
- d) The median width along SR-60 at the westbound left turn pocket at Jack Rabbit Trail intersection is 9-ft. The HDM mandatory design standard calls for a 12-ft minimum median width for multilane conventional highways in rural areas.

4) Interim Features

Prior to the construction of Phase 1 improvements, the City plans to construct interim improvements, as a separate project, which will include an acceleration/deceleration lane along westbound SR-60 at the Western Knolls Avenue (West) intersection. The eastern intersection of Western Knolls Avenue at SR-60 will remain open as it exists today. The interim improvements will allow safer traffic movements at Western Knolls Avenue (West) until both intersections are removed under Phase 2. Attachment "U" includes an exhibit that depicts the limits of the interim improvements. A separate environmental clearance will be obtained for the interim improvements. Construction costs for the interim improvements are estimated to be \$2.2M.

On October 19, 2011, Caltrans approved a Supplemental Traffic Impact Analysis for Phase 1 that determined anticipated levels of service at existing and proposed intersections at Western Knolls Avenue and at SR-60. The results of this analysis indicate that the proposed Phase 1 improvements, in conjunction with the interim improvements, will support future traffic demands. In addition, these improvements are anticipated to continue to maintain acceptable peak hour operations at the mainline access intersections and along the SR-60 Freeway until Year 2015 conditions. Table 5-1 and Table 5-2 present the anticipated Levels of Service (LOS) for specific intersection locations and SR-60 mainline segments respectively. Intersection LOS deficiencies indicated in Year 2015 and 2025 will be eliminated upon construction of Phase 2 improvements which is scheduled to be completed by 2014.

Table 5.1 – Phase 1 - Intersection Analysis												
		Exis	ting			201	015 2025			5		
Intersection Location		lay onds)	_	el of vice		elay conds)		el of vice	Del (Seco	•	Leve	el of vice
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Potrero Boulevard/ Western Knolls Avenue	Fu	uture In	tersecti	on	23.7	17.0	С	С	1123.3	644.4	F	F
Western Knolls Avenue (West) / Western Knolls Avenue	8.5	8.5	Α	Α	11.0	10.8	В	В	31.3	24.7	D	С
Western Knolls Avenue (West) / SR-60 ¹	12.3	15.0	В	В	38.2	60.0	E	F	661.1	971.3	F	F
Western Knolls Avenue (East)/Dowling Orchard/SR-60	40.3	62.3	E	F	NA	NA	NA	NA	NA	NA	NA	NA
Western Knolls Avenue (East)/SR-60 ²	NA	NA	NA	NA	13.0	15.7	В	С	16.7	25.0	С	С
Dowling Orchard/SR-60 ²	NA	NA	NA	NA	19.6	22.4	С	С	45.3	121.1	E	F

Source: Potrero Boulevard at SR-60 Freeway Interchange, Phase 1 – Focused Traffic Analysis (September 2011)

AM = morning peak hour PM = evening peak hour NA = Not Applicable

- 1. Existing right-in/right-out traffic movements from SR-60
- 2. Proposed right-in/right-out traffic movements from SR-60

	Table 5.2 – Phase 1 - SR-60 Mainline Segment Analysis													
			Exist	ing			20	15			20	25		
	Mainline Segment		nsity ni/ln)		el of vice		nsity ni/ln)		el of vice	•			Level of Service	
	,	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	
	West of Western Knolls Avenue (West)	10.6	15.1	А	В	14.8	19.0	В	С	23.0	29.3	С	D	
Westbound	Western Knolls Avenue (West) to Dowling Orchard	10.5	15.0	А	В	11.9	17.1	В	В	17.0	24.3	В	С	
>	East of Dowling Orchard/Western Knolls Avenue	10.6	15.1	А	В	12.1	17.2	В	В	17.2	24.5	В	С	
Eastbound	West of Western Knolls Avenue (West) to Dowling Orchard	13.0	12.3	В	В	16.4	17.2	В	В	21.1	24.1	С	С	
Eastb	East of Dowling Orchard/Western Knolls Avenue	13.0	12.3	В	В	15.1	14.3	В	В	18.5	17.7	С	В	

Source: Potrero Boulevard at SR-60 Freeway Interchange, Phase 1 – Focused Traffic Analysis (September 2011)

AM = morning peak hour PM = evening peak hour pc/mi/ln = passenger car/mile/lane

5) High Occupancy Vehicle (HOV) Bus and Carpool Lanes

HOV lanes are not being constructed as part of the project. HOV bypass lanes will be provided on the eastbound diagonal and loop on ramps; and on the westbound diagonal and loop on ramps. The provision for HOV bypass lanes for these ramps is consistent with the "Route Concept Fact Sheet for State Route 60", dated August 1999 as prepared by Caltrans.

6) Ramp Metering

Traffic operating system infrastructure for ramp metering will be installed at each on ramp by the project.

7) CHP Enforcement Areas

CHP enforcement areas will be included on each on ramp.

8) Park and Ride Facilities

Coordination with the District Park and Ride Coordinator indicates that there are no requirements for providing park and ride facilities for this project.

9) Utility and Other Owner Involvement

Utilities within the project area are owned and operated by the following purveyors:

- Southern California Edison (overhead and underground electric);
- Questar Gas Company (underground gas);
- Southern California Gas (underground gas);
- Level 3 Communication (fiber optics);
- Verizon (telephone), and
- City of Beaumont (sanitary sewer).

Attachment "S" and Attachment "T" depicts the preliminary relocation of existing utilities within the project area according to records received from the utility purveyors for Phase 1 and Phase 2 respectively.

Southern California Edison has overhead electric lines located parallel, to the south side of SR-60 from Station (STA) 350+00 to 372+50 and along the north side of SR-60 from STA 357+20 to 423+00 (A-Line). There are perpendicular crossings at STA 357+00, 370+50, 372+50, 395+80 (A-Line), and STA 419+90 (NR-Line). Relocation of portions of these overhead electric lines will be required to avoid conflicts with the proposed improvements or to place them outside the future State right of way. An overhead electric line crossing SR-60 at STA 395+80 (A-Line) will be removed to avoid direct conflict with the proposed overcrossing. The electric lines crossing at STA 370+50 and 372+50 (A-Line) will be combined and relocated.

Southern California Gas Company has a 4-inch distribution gas line running parallel to the entire length of Western Knolls Avenue and it eventually crosses SR-60 at STA 322+00 (NR-Line). Relocation of this utility is not anticipated at this time.

Questar Gas Company has a 16-inch transmission gas line that crosses Potrero Boulevard at STA 476+60 (P-Line) and the proposed Western Knolls Avenue realignment at STA 11+20 and STA 14+40 (WK-Line). This utility also crosses the westbound off-ramp at STA 407+20 (WB1 Line); SR-60 at STA 407+70 (A-Line); and the eastbound on-ramp at STA 408+05 (EB2 - Line).

Beaumont-Cherry Valley Water District has planned two future 24-inch potable water lines and one 24-inch reclaimed water line located along Potrero Boulevard north of SR-60. No water pipelines exist at the interchange location today. The City of Beaumont is working with future developments located north and south of SR-60 to bring water pipelines to the interchange area. A temporary well station may be required at the interchange location to provide irrigation water for proposed landscaping.

The City of Beaumont has an abandoned sanitary sewer pump station located on the north side of SR-60 at STA 468+50 (P-Line). This abandoned sewer pump station will be removed to avoid conflict with the proposed northern abutment of the Potrero Boulevard overcrossing. In addition, conflicting portions of abandoned 12-inch and 24-inch sanitary sewer pipelines located in the northeast quadrant of the interchange will be removed to avoid conflicts with proposed drainage improvements.

The City of Beaumont has a sewer force main that lies within the proposed right of way. This sewer force main will be relocated to be parallel to the westbound off-ramp and outside the proposed State right of way.

10) Railroad Involvement

There is no railroad involvement in this project.

11) Highway Planting

Existing vegetation will be removed as part of the project. The impacted area of existing vegetation is 30.11 acres. A separate contract for new highway planting will follow the road construction project. Attachment "J" includes a conceptual plan for landscaping improvements at the project site. A budget for highway planting and irrigation is included in the project cost estimate.

12) Erosion Control

Each stage of construction will include temporary erosion control measures. Permanent erosion control measures will be included where appropriate. A Storm Water Pollution Prevention Plan (SWPPP) will be required prior to construction operations. A Storm Water Data Report (SWDR) has been prepared for the project. Attachment "M" includes the approved title page of the SWDR.

13) Noise Barriers

Noise analyses conducted for the project indicate that the closest and only sensitive noise receptor in the project vicinity is located more than 1,500 feet from the proposed interchange. Due to this distance, no impacts are anticipated at the sensitive receptor, therefore, no sound walls are proposed.

Based on the above, a Noise Abatement Decision Report (NADR) is not required for the project.

14) Non-Motorized and Pedestrian Features

The project provides for pedestrian access along the west and east sides of Potrero Boulevard using a 6-ft wide sidewalk. Curb ramps will be provided at the ramp termini using State standards. Curb ramps at intersections outside State right of way will use City standards. All ramps will be designed in accordance with the provisions of the Americans with Disabilities Act (ADA). City standard 10-ft wide shoulders along both sides of Potrero Boulevard will be available for bicycle traffic. Lighting standards, electrical cabinets, fire hydrants, signs and other fixed objects will be located beyond the back of sidewalk to provide an unobstructed area for

pedestrians. Type "D" detector loops will be installed at new traffic signals to detect bicycles and motorcycles to meet the requirements of Assembly Bill 1581. Pedestrian signals will be provided at the eastbound and westbound on-ramps to allow pedestrians to cross these two-lane ramps more safely.

15) Retaining Walls and Bridge Structures

Retaining walls and bridge railings constructed for the project will receive aesthetic surface treatments to soften their appearance with respect to the surrounding environment. Attachment "K" presents draft aesthetic treatments for the proposed Potrero Boulevard bridge overcrossing structure at SR-60.

16) Life Cycle Cost Analysis

A Materials Report (MR) was approved by Caltrans on December 12, 2011. A Life Cycle Cost Analysis (LCCA) was prepared for the project to determine the optimum pavement design section that will lower life-cycle cost for the project. New ramps and auxiliary lanes were considered in the analysis. Traffic Indices (TI) for the SR-60 mainline (based on an opening year of 2015) were approved by Mr. Gary Green, Office Chief, Office of Forecasting on August 2, 2011 and are shown in Table 5.3.

Table 5.3 – Traffic Indices				
Traffic Index Year	Mainline (including 2-ft of adjacent shoulder)	Shoulder		
20-year	16.50	10.50		
20-year ESAL	179,497,432	3,589,949		
40-year	18.50	12.00		
40-year ESAL	474,543,323	9,490,866		

The LCCA was approved by Caltrans in March 2012. The following preliminary pavement sections for mainline auxiliary lanes and ramps were approved for the project:

Mainline Auxiliary Lanes: 1.3' JPCP/0.1' Bond/0.5' LCB/0.7' AS

Ramps: 0.95' JPCP/1.3' AB

Auxiliary lanes pavement sections at the westbound and eastbound off-ramps will be designed based on the 40-year TI values shown in the preceding table. Ramp pavement sections will be designed in accordance with Table 613.5A from the Highway Design Manual (2006). Preliminary pavement sections have been developed to establish project budgets for the project (see Attachment "P"). However, final pavement section designs will be determined during the final design phase.

17) Needed Structure Rehabilitation and Upgrading

Widening of the existing San Timoteo Creek (Bridge No. 56-0065) structure crossing Coopers Creek is included in the project. In addition to the widening, the Type 1 curb and railing on the westbound side of this structure will be removed and upgraded with a Type 732 concrete barrier.

There are no other existing bridge structures requiring rehabilitation or upgrading. Attachment "L" includes an approved Advanced Planning Study for the project bridge structures.

18) Cost Estimates

The total project and construction cost (in 2011 dollars), including the costs of right of way, utility relocations, environmental mitigation, capital outlay support, and mid-year escalation costs for the project is presented in Table 5.4. Refer to Attachment "P" for a more detailed breakdown of Phase 1 and Phase 2 costs.

Table 5.4 – Preliminary Project Cost Summary					
Items	Phase 1	Phase 2			
Roadway	\$9,000,000	\$33,400,000			
Structure	\$8,600,000	\$810,000			
Right-of-Way / Utilities	\$500,000	\$6,400,000			
Escalation (Phase 2 to 2014)	\$ 0	\$3,290,000			
Subtotal	\$18,100,000	\$43,900,000			
Capital Outlay Support	\$4,400,000	\$9,000,000			
Environmental Mitigation	\$500,000	1,500,000			
Totals	\$23,000,000	\$54,400,000			

19) Right of Way Data

Right of way cost estimates, including utility relocation costs, are discussed within Section 5(A) (18) of this report. Sections 5(A) (9) and 5(A) (10) provide more information regarding utility relocations and railroad involvement. Right of way data sheets for the project are included in Attachment "O" and additional discussion is provided in Section 6(D), "Right of Way" herein.

B. Rejected Alternatives

The following alternatives were rejected from further consideration. Specific reasons for rejecting these alternatives are discussed in as follows:

- <u>Jack Rabbit Trail/SR-60 Interchange</u> Providing a full access interchange at this location instead of the proposed location was considered during the alternative screening process. However, since an interchange was not included in the City's General Plan Circulation Element or regional transportation plans governed by SCAG, RCTC, or WRCOG at this location, it was eliminated from further consideration.
- <u>Potrero Boulevard/SR-60 Interchange Spread Diamond Configuration</u> Providing a spread diamond configuration was rejected for the following reasons:
 - a) The spread diamond configuration presents a larger overall footprint in the northwest and southeast quadrants of the proposed interchange as compared to a partial cloverleaf configuration. As a result, larger right of way impacts to approved residential and commercial developments would occur, as well as, more impacts to the environment. An additional 3.40 acres and 6.58 acres would be required respectively for a total of 9.98 acres; and
 - b) The spread diamond configuration does not operate as efficiently as the partial cloverleaf configuration. Table 5.5 presents a comparison of intersection level of service at the proposed ramp termini for each configuration. The partial cloverleaf will provide superior levels of service as compared to the spread diamond configuration.

Table 5.5 – Partial Cloverleaf vs. Spread Diamond Configuration Intersection Operations Comparison						
	203	35	2035			
Intersection	Partial Clo	overleaf	Spread Diamond			
	Level of	Service	Level of Service			
	Peak Hour		Peak Hour			
	AM	PM	AM	PM		
Potrero Blvd and WB Ramps	В	В	С	С		
Potrero Blvd and EB Ramps	Α	В	С	D		

6. CONSIDERATIONS REQUIRING DISCUSSION

A. Hazardous Waste

Lead-contaminated soil will be managed in compliance with DTSC Variance V09HQSCD006. An aerial deposited lead (ADL) site investigation of the exposed soil adjacent to the SR-60 westbound and eastbound shoulders was performed within the project limits. Results of the tested soils indicate the following:

Excavation Depth	STLC (mg/l) TTLC (mg/kg) DI WET (mg/l)	Soil Type	Handling
0 to 1 foot	> 5.0 <1411 < 1.5	Y-1	Variance applies for on-site reuse – cover with minimum 1-ft of clean soil.
> 1.5 feet	< 5.0 <1000 n/a	Х	Non-hazardous waste suitable for on- site reuse - Notify and require Lead Compliance Plan for worker safety

Soils within the parcels to be acquired for the project will be tested for pesticides and herbicides during the design phase and submitted to Caltrans for review and concurrence. Handling and disposal of the soils containing pesticides and herbicides will be included in the project specifications.

B. Value Analysis

A Value Analysis (VA) Study was conducted by Caltrans and facilitated by Value Management Strategies, Inc. for the project during September 23, 24, 29, and 30, 2009. A Preliminary Value Analysis Study Report was presented by the VA Team on October 1, 2009. The VA team developed fifteen (15) alternatives for improvement of the project. Table 6.1 presents the VAS alternatives. A VA Implementation meeting was held on December 10, 2009 to discuss the alternatives and to determine which ones would be incorporated into the project. After much discussion, the meeting participants rejected all of the alternatives noting that they would not meet Caltrans' 20-year design policy and design standards for Potrero Boulevard established by the City of Beaumont.

	Table 6.1 – Value Analysis (VA) Study Alternatives				
Alt No.	Alternative Description				
1.1	Reduce Potrero Blvd Bridge width to 80-ft				
1.2	Build the 6-lane Potrero Blvd Bridge, but consider only an 8-Lane SR 60; Modify abutment and shorten bridge span to 288-ft				
1.3	Reduce Potrero Blvd Bridge width to 96-ft and reduce bridge span to 288-ft				
1.4	Reduce Potrero Blvd Bridge width to 96-ft				
1.5	Reduce two 14-ft inside lanes to 12-ft; Total width is 120-ft				
1.6	Reduce Potrero Blvd Bridge width to 74.75-ft				
2.0	Use Precast Beams on the Full As-Planned Project; Use Bulb-T or I Girder				
3.0	Reduce the 10-ft outside shoulders on the Potrero Blvd Bridge to 8-ft				
4.0	Reduce 14-ft median to 2-ft for striping; Reduce width from 124-ft to 112-ft				
5.1	Construct single-lane westbound off-ramp; Eliminate auxiliary lane				
5.2	Construct single-lane westbound off-ramp; Reduce terminal section from four to three lanes (Two Left Turn, One Right Turn)				
6.0	Eliminate the eastbound loop ramp; Modify the eastbound slip on-ramp				
7.0	Modify eastbound off-ramp terminal section to two left-turn lanes and one right-turn lane				
8.0	Narrow all Potrero Boulevard lanes to two lanes in each direction				
9.0	Eliminate Coopers Creek Bridge widening; Eliminate auxiliary Lane from Station 349 to Station 365 (1,600 Feet)				

C. Resource Conservation

Measures that will be taken to conserve energy and nonrenewable resources for the project are as follows:

- 1. Stage construction of the project will be planned and scheduled to minimize impacts to existing traffic flows along SR-60. It is anticipated that separate eastbound and westbound mainline closures along SR-60 will be done at night to erect falsework for the Potrero overcrossing structure during Phase 1. Detouring of mainline traffic during Phase 2 will not be required.
- 2. Construction activities will be planned and scheduled to maximize the efficient use of construction manpower and equipment to reduce the use of fuel and power consumption.
- 3. Proposed traffic signal systems will be interconnected to move traffic through the new interchange and local streets efficiently.
- 4. Existing pavement sections along Western Knolls Avenue will be rehabilitated to minimize removals.
- 5. Existing pavement sections to be removed may be recycled and incorporated into the new pavement sections.

D. Right of Way Issues

1) Right-of-Way Required

Right of way for the proposed interchange footprint will be obtained as part of Phase 1. Property to be acquired south and north of SR-60 generally consists of vacant lands. Table 6.2 presents the parcels affected by the project and estimated areas of acquisitions:

Table 6.2 – Anticipated Right-of-Way Needs					
Build Alternative	Parcels Affected	Approximate Area (acres)	Number of Partial Takes	Number of Full Takes	
1	7	29.37	7	0	

Table 6.3 presents a preliminary breakdown of the parcels that will affected, property owner name, parcel location, and approximate areas of acquisitions for the project. The properties required for the project are generally unimproved. The designated property uses include residential, agricultural and commercial. The right of way requirements will impact seven (7) privately owned larger parcels and one (1) governmental entity ownership.

Table 6.3 – Preliminary Right of Way Acquisitions				
Assessor Parcel Number (APN)	Property Owner	Parcel Location	Approximate Area of Acquisition	
414-110-010	City of Beaumont	South of SR-60	2.41 acres	
421-020-001	Private	South of SR-60	0.49 acres	
421-020-006	Private	South of SR-60	0.72 acres	
421-020-008	Private	South of SR-60	1.53 acres	
421-020-003	Private	South of SR-60	12.30 acres	
421-060-003	Private	South of SR-60	6.92 acres	
414-120-022	Private	North of SR-60	5.00 acres	
		Totals	29.37 acres	

The identified rights to be acquired include fee simple and abutter's rights. Abutters' rights previously acquired will be reestablished along new mainline right of way. Abutters (access rights) will be acquired to close the existing at grade intersections at Western Knolls Avenue. The parcels on the north will have access via the new interchange and the extension of Western Knolls Avenue. The parcels to the south will likely suffer from some severance damages and loss of business goodwill due to location and orientation of the agricultural related commercial building. Legal access appears to be available from the south via local roads. No excess land is anticipated as a result of the acquisitions. No mitigation acquisition is anticipated.

Existing openings in access control north and south of SR-60 will be removed and replaced with State access control at the following locations (See Attachment "E"):

- <u>Location 1</u> (PM 28.48) is a 20-ft opening in access control that allows ingress and egress to private lands and an existing cell tower site south of SR-60. This access will remain in place under Phase 1. This access will be closed prior to the opening of Phase 2.
- <u>Location 2</u> (PM 29.40) is a 30-ft opening in access control that allows ingress and egress to private land located south of SR-60. This access will be closed under Phase 2.
- Location 3 (PM 29.40) is an existing at-grade intersection with Western Knolls Avenue (WKA), a 2-lane frontage road located along the north side of SR-60. Right-in and right-out movements are currently allowed. This access will be closed under Phase 2.
- Location 4 (PM 29.93) is an existing at-grade intersection with the same WKA frontage road at its eastern end. During Phase 1, a concrete median barrier will be constructed across this intersection. Right-in/right-out movements into WKA on the north and to the Dowling Orchard parcel on the south will be maintained. Complete closure of the access will be made under Phase 2.

2) Relocation Impact Studies

No relocations of existing homes or businesses are involved in the project.

3) Airspace Lease Areas

No airspace lease areas are involved in the project.

4) Utility and Other Owner Involvement

Southern California Edison (SCE) will be involved to coordinate the relocation of existing overhead electrical lines along the south side of SR-60 from Station (STA) 357+00 to 370+50 (A-Line) and along the north side of SR-60 from STA 357+25 to 411+50 (A-Line). New easements will be obtained to accommodate the relocated overhead electrical lines.

A 50-foot longitudinal easement owned by the Metropolitan Water District (MWD) exists from STA 355+00 to 369+50 (A-Line) according to land records. Currently, there are no improvements within this easement. Coordination with MWD will be performed to have this easement relinquished within State right of way.

5) Railroad Involvement

No railroads are involved with the project.

E. Environmental Issues

A Final Environmental Document (FED) was approved on March 1, 2013. The finding of the Initial Study supports a Mitigated Negative Declaration (MND) under CEQA. A Finding of No Significant Impact (FONSI) was issued on March 1, 2013, under NEPA. Attachment "V" includes the FED and FONSI. A summary of the findings of the FED are as follows:

Traffic and Transportation – the project may have short-term impacts to traffic due to project construction. Measures to address impacts during construction include the preparation of a Traffic Management Plan (TMP) that will include orderly stage construction, advance warning signage, public information and outreach, CHP enforcement, and changeable message signs along the freeway mainline.

Visual/Aesthetics – The visual impacts of the project can be summarized by saying that the semi-rural character of the SR-60 corridor within the project limits would become noticeably more suburban. Generally, this change would affect SR-60 users more than it would those who view the mainline from adjacent developments. This change would not be significant enough to impact visual elements in both short-range and long-range views from SR-60. Measures will include implementing the improvements shown on the landscape concept plan (See Attachment "J") that utilizes native plant varieties that are representative of the vegetation communities within the project area. Removal of existing trees within State right-of-way will be replaced at a 3:1 ratio. A separate contract for new highway planting will follow the road construction project. Additionally, aesthetic treatments to the surfaces of proposed retaining walls and the overcrossing bridge structure at Potrero Boulevard shall be incorporated into the project (See Attachment "K"). Nighttime light and glare shall be directed away or shielded from sensitive uses.

Cultural Resources – no cultural, archaeological, or paleontological resources were found within the project area limits; therefore Caltrans deemed a finding of no impact appropriate. Conservation measures include monitoring and specific requirements in the event such resources are encountered during construction.

Cultural Resources – no cultural, archaeological, or paleontological resources were found within the project area limits; therefore Caltrans deemed a finding of no impact appropriate. Conservation measures include monitoring and specific requirements in the event such resources are encountered during construction.

Hazardous Waste/Materials – Aerial Deposited Lead (ADL) is anticipated just outside and along SR-60. Lead levels above State and federal regulatory standards may be exceeded requiring special handling and disposal requirements associated with hazardous waste during construction. Lead-contaminated soil found within the State right-of-way shall be managed in accordance with DTSC Variance V09HQSCD006. Testing for pesticides and herbicides will be performed prior to the completion of design.

Air Quality – construction dust control will be subject to feasible practices identified by the South Coast Air Quality Management District (SCAQMD) Dust Rule 403 in addition to other requirements specified in Section 7.102C "Emissions Reductions", Section 14-9 "Air Quality", and Section 18 "Dust Palliative" of Caltrans' Standard Specifications.

Biological Environment – the project may potentially have adverse impacts to natural communities; wetlands and other waters, and certain non-listed special status species within the biological study areas described in the Natural Environment Study technical report.

Measures have been developed to avoid and minimize impacts to Southern Cottonwood-Willow Riparian Forest, Riversidean Sage Scrub, and Coast Live Oak Woodland.

Impacts to the least Bell's vireo (LBV), a federally and state endangered bird species, and associated riparian/riverine areas cannot be avoided. Conservation measures include purchasing credits in the Santa Ana River Wetlands Mitigation Bank through the Riverside County Park and Open Space District; implementing BMPs resulting from storm waters; and adhering to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Other requirements are specified in the FED for addressing burrowing owls, migratory birds, Stephen's kangaroo rat (SKR), and bat species. Review by the California Department of Fish and Game (CDFG) and the United States Fish and Wildlife Service (USFWS) occurred on March 18, 2010 to demonstrate project consistency with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

Invasive plant species may potentially be introduced to the project area during construction. Measures to combat invasive species generally include:

 Landscaping bare soil with locally adopted seed mixtures to preclude the invasion of noxious weeds;

- Landscaping bare soil with locally adopted seed mixtures to preclude the invasion of noxious weeds;
- Cleaning of construction equipment to remove mud and other debris that may contain invasive plants and/or seeds;
- Covering of trucks carrying vegetation that is to be removed from the site; and
- Disposal of said vegetation in accordance with applicable laws and regulations.

On April 22, 2010, a formal Section 7 consultation was completed with the USFWS which resulted in the following findings:

- The proposed purchase of credits in a wetland creation program should provide preservation that is biologically equivalent or superior to avoidance of the riparian/riverine habitat on the project site.
- The project is consistent with the Narrow Endemic Plant Species policy of the MSHCP.
- The project is consistent with the MSHCP Additional Survey Needs and Procedures policy of the MSHCP for the burrowing owl.
- Implementation of the project will not result in jeopardy to the least Bell's Vireo (LBV) or Stephen's Kangaroo Rat (SKR).

The USFWS and CDFG concurred with proposed compensatory efforts to offset the loss of 2.053-acres of State streambeds and 0.104-acres of riparian habitat. In addition, the project will result in the loss of 0.0075-acres of wetlands. The project proposes to purchase credits equivalent to 0.3345-acres, in the form of habitat creation, from the Santa Ana Watershed Authority or the Riverside-Corona Resource Conservation District at a 3:1 ratio for riparian and wetlands.

For impacts to streambed and non-wetlands waters, credits will be purchased equivalent to 4.106-acres in the form of habitat enhancement, habitat creation, or a combination of the two at a 2:1 ratio. The proposed purchase of 4.4405-acres of credits in a wetland creation program should provide preservation that is biologically equivalent or superior to avoidance of the riparian/riverine habitat on the project site.

Water Quality - the project will comply with Caltrans' Statewide NPDES permit and a Storm Water Data Report (SWDR). A SWDR has been prepared for the project which summarizes the actions that will be taken to comply with the aforementioned permit. Attachment "M" includes a copy of the approval page of the SWDR.

F. Air Quality Conformity

The project is identified in the Southern California Association of Governments (SCAG) 2012-2035 Regional Transportation Plan/Sustainable Communities (RTP/SCS). On April 4,

2012-2035 RTP/SCS and the 2010/2011 Federal Transportation Improvement Plan (FTIP) (thru Amendment 11-24) to conform to the applicable State Improvement Plan (SIP). The design concept and scope of the project is consistent with the project description in the RTP/SCS (ID# RIV 050535).

An Air Quality Conformity Analysis for the project was submitted to FHWA on September 27, 2012. On October 18, 2012, FHWA issued a determination that the project was in conformance.

G. Title VI Considerations

Caltrans and FHWA policies demonstrate commitment to Title VI of the Civil Rights Act requirements that no person be excluded from or denied the benefits of or discriminated by any Federal activity because of race, color, religion, national origin, gender, age or handicap. Implementation of this project is compliant with these policies and Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations."

The project's partial cloverleaf configuration (Type L-9) does not impact Title VI requirements in regards to the mobility of low income and minority populations. The project will provide for equivalent access to this facility that will address current American with Disabilities Act (ADA) requirements by providing provisions for cross slopes, ramps, sidewalk widths, and obstruction conflict avoidance for pedestrian pathways. Details of the pedestrian facilities and their relationship to the project as a whole will be clearly depicted and submitted as described in Design Information Bulletin (DIB) 82-04.

H. Noise Abatement Decision Report

Noise studies prepared for the project indicate that the closest and only sensitive noise receptor in the project vicinity is located more than 1,500 feet from the proposed interchange. Due to this distance no impacts are anticipated at the sensitive receptor and no sound walls or other sound attenuation are proposed for the project. Therefore, a Noise Abatement Decision Report is not required for this project.

7. OTHER CONSIDERATIONS AS APPROPRIATE

A. Public Hearing Process

A public information meeting was held at Beaumont City Hall as part of the environmental review process. Comments received from the public at this meeting were documented and considered in preparation of the Final Environmental Document (FED) and Final Project Report (FPR).

documented and considered in preparation of the Final Environmental Document (FED) and Final Project Report (FPR).

B. Permits

The following permits are anticipated for the project:

- 1. Section 404 Permit from the U.S. Army Corp of Engineers (USACE)
- 2. 1602 Streambed Alteration Agreement from the California Department of Fish and Game (CDFG).
- 3. Section 401 Water Quality Certification from the Santa Ana Regional Water Quality Control Board (RWQCB).
- 4. This project must conform to the requirements of Caltrans' Statewide National Pollutant Discharge Elimination System (NPDES) Storm Water Permit, Order No. 99-06-DWQ, NPDES No. CAS000003 in addition to the responsibilities specific in Caltrans' Statewide Storm Water Management Plan (SWMP). The project must also conform to the requirements of the General NPDES Permit for Construction Activities, Order No. 2009-0009 DWQ, NPDES No. CAS000002, and any subsequent General Permit in effect at the time of project activity.

C. Cooperative Agreements

A Project Development Cooperative Agreement (No. 8-1334) between the State and the City of Beaumont was approved on February 28, 2008. See Attachment "R" to review the conditions of the agreement.

On September 27, 2011 Caltrans delegated authority to the City to advertise, award, and administer (AAA) the construction phase of Phase 1 and Phase 2. Construction Cooperative Agreements between the State and City were approved on January 26, 2012 (Phase 1) and March 12, 2012 (Phase 2). See Attachment "R" to review the conditions of the agreements.

D. Other Agreements

California Transportation Commission (CTC) consent is required for public road openings or connections with freeways. Sections 23.5, 100.2, and 100.3 of the Streets and Highway Code authorize Caltrans to enter into Freeway Agreements providing for the closing of city streets, county highways or county roads. Freeway agreements must show CTC approved new connection of new city streets or new county highways and roads.

A Freeway Agreement was executed between the State of California Department of Public Works, Division of Highways and the County of Riverside on July 2, 1956. This agreement will be superseded in part by a new freeway agreement between the State

and the City of Beaumont. Portions of the previous agreement not within the City Limits will remain in effect.

A Freeway Maintenance Agreement will be required. The proposed roadway and traffic signal systems at the interchange ramps will be owned operated and maintained by the State after construction. Maintenance costs will be shared between the City and State in accordance with Caltrans established policies. This agreement will be developed during the design phase and will be addressed in the Cooperative Agreement for the construction phase.

The City will be required to cover costs and responsibilities associated with environmental mitigations for the project. The City will also be responsible for the installation of planting and irrigation of all landscaped areas within State right of way. The responsibilities of maintenance and monitoring costs of said landscaping will be determined during the PS&E phase of the project and will be included in the new Freeway Maintenance Agreement.

E. Transportation Management Plan for Use During Construction

A Transportation Management Plan (TMP) will be required to minimize delay and inconvenience to the public during construction. The TMP shall be developed concurrently with the development of the project plans. The TMP Guidelines, revised May 2004, shall be utilized in the preparation of the plan. Anticipated TMP elements that will be included are:

- Provide orderly construction sequences as a requirement of the contract plans.
- Provide changeable message signs, advanced warning, and guide signs.
- Provide or maintain an equal number of traffic lanes and storages during construction.
- Provide information on daily construction activities to local media to advise motorists of changes to traffic patterns during construction.
- Provide toll-free numbers to commuters for information and to log complaints if deemed necessary.
- Prohibit the Contractor from closing, or working in or adjacent to traffic lanes during heavy recreational seasons and access to funeral processions.
- The City will initiate and administer the COZEEP service agreement with the CHP and local police during construction of the project whenever daytime or nighttime temporary lane closures, and freeway closures are to be implemented.

Delays to existing traffic along SR-60 due to the construction of the proposed improvements are anticipated. Full night time closures of the SR-60 mainline will be

required for erection of bridge falsework under Phase 1. Temporary reductions in lane widths along SR-60 within the project limits will be required to provide adequate space for the construction of the proposed auxiliary lanes, bridge median columns, bridge falsework, and median barriers. Temporary K-rail with traffic screens will be installed to protect construction workers and to minimize visual distractions. Temporary closure of Potrero Boulevard (north of SR-60) will also be required during Phase 1 to allow for connections to new bridge construction.

Special attention will be given to developing traffic plans to safely handle mainline traffic during the construction of bridge median columns and falsework crossing SR-60 during Phase 1.

Appropriate advanced warning and detour signage shall be installed on Potrero Boulevard and Western Knolls Avenue to inform the public of any detours during the construction phase. A public outreach/community liaison program will be established by the City of Beaumont before construction starts to provide a point of contact with businesses and neighborhoods that will be affected by the project. The following programs being considered are as follows:

- A media communication plan will be developed to update public with information regarding the construction phases of the project.
- Temporary signs will be installed notifying the public of closures, detours and the duration of the closure.
- Providing alternate access points to businesses to minimize temporary disruption through coordination with construction.
- Providing at least one open driveway to all businesses during construction.

There will be coordination among the project construction team with the California Highway Patrol, City Police and Fire Department, County Sheriff Department, County Fire Districts, and local public and private ambulance and paramedic providers in the area to prepare a construction period emergency access plan prior to the start of construction.

A Transportation Management Plan Data Sheet is included in Attachment "N", which identifies preliminary TMP elements and estimated costs.

F. Stage Construction

It is anticipated that the project will be constructed in two (2) primary stages for Phase 1 and Phase 2 as follows:

PHASE 1 - Stage 1

- Relocate interfering overhead and underground utilities.
- Construct mainline pavement widening along the outside edges of eastbound and

westbound SR-60 to accommodate median construction of bridge pier columns and falsework.

- Construct embankments north and south of SR-60 for roadway rough grade and bridge abutment construction.
- Construct concrete median and pavement across Western Knolls Avenue eastern intersection and MBGR to the existing bridge structure. Access to SR-60 restricted to right-in/right-out movements at the east Western Knolls Avenue intersection during this phase.

PHASE 1 - Stage 2

- Move eastbound and westbound traffic to the outside of SR-60 to allow room in the median area to construct pier foundations and columns.
- Install bridge falsework. Implement separate mainline closures in westbound and eastbound directions to accommodate erection of falsework across SR-60. This would most likely occur during the night and on weekends as required to minimize disruption to SR-60 traffic.
- Construct 6-lane bridge superstructure and roadway pavement.
- Complete installation of pavement striping and signing.

PHASE 2 - Stage 1

- Relocate interfering utilities.
- Widen SR-60 bridge structure (San Timoteo Creek Bridge No. 56-0065) to the south along eastbound SR-60.
- Construct Potrero Boulevard, westbound and eastbound ramps, and auxiliary lanes along eastbound and westbound SR-60.
- Construct Western Knolls Avenue realignment to Potrero Boulevard.

PHASE 2 - Stage 2

• Demolish existing access openings and intersections. Finalize roadway construction to SR-60 at these locations. Complete installation of pavement striping and signing.

G. Accommodation of Oversize Loads

This project will not restrict the movement of oversized loads through the area.

H. Graffiti Control

This project does not propose any unique design to prohibit or deter graffiti. Vine plantings could be installed where space allows along the wall to reduce the potential for graffiti on retaining walls. Responsible parties involved in preventing and removing graffiti will be addressed in the Freeway Maintenance Agreement.

8. PROGRAMMING

Table 8.1 presents the funding resources for the project. Table 8.2 presents the project milestone schedule.

Table 8.1 – Funding Resources				
Fund Type	Fund Amount			
Local Funds	\$ 71,895,000			
Demo-SAFETEA-LU	\$1,440,000			
Surface Transportation Program	\$990,000			
FFY 2010 Appropriations Earmarks	\$750,000			
FFY 2009 Appropriation Earmarks	\$855,000			
FFY 2008 Appropriation Earmarks	\$1,470,000			
TOTA	AL \$77,400,000			

Table 8.2 –Project Milestones				
Milantana	Comple	etion Date		
Milestone	Phase 1	Phase 2		
PA/ED	March 2013	March 2013		
Complete Design	April 2013	December 2013		
Right-of-Way Certification	April 2013 ^(a)	March 2014 ^(a)		
Advertise Construction Contract ^(b)	Spring 2013	Spring 2014		
Begin Construction	Summer 2013	Summer 2014		
Complete Construction	Summer 2014	Summer 2015		

⁽a) Assumes dedication of right of way by property owners.

9. REVIEWS

SR-60/Potrero Boulevard Traffic Impact Analysis, prepared by Urban Crossroads, dated March 2010, was reviewed and approved by District Traffic Forecasting and Highway Operations in March 2010. Geometric Approval Drawings (GAD) for the project were reviewed and concurred with by Manuel Jabson III—Traffic Surveillance Region A on August 19, 2009 and by Brian K. Frazer — Headquarters Geometric Reviewer on August 20, 2009. The GAD was approved by Anthony Ng — Office Chief, Design J on August 20, 2009.

10. PROJECT PERSONNEL

Table 10.1 identifies the people who can be contacted if any questions should arise about this report or the environmental document:

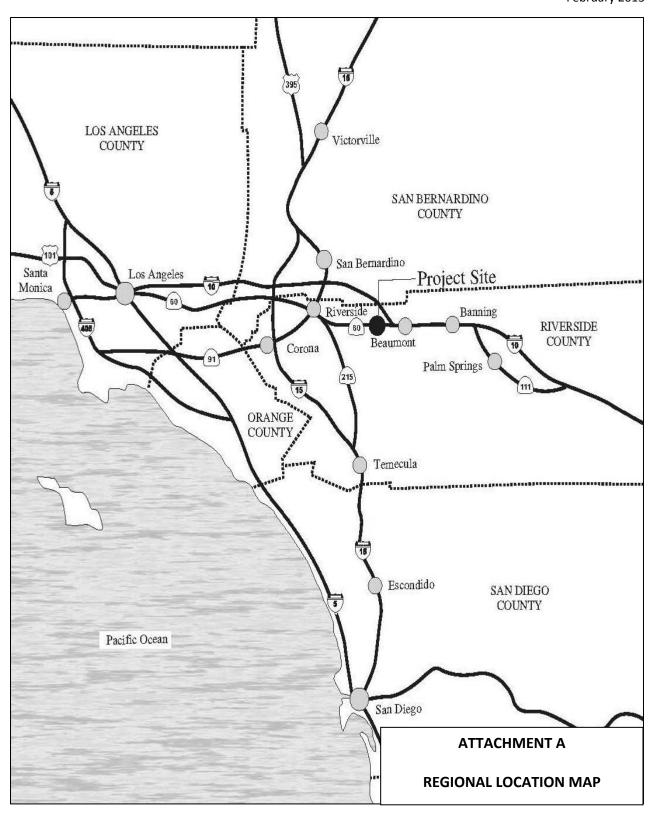
⁽b) Advertisement, Award, and Administration (AAA) delegated to City on 9/27/2011.

Table 10.1 Project Representatives					
Representative	Name	Phone			
Caltrans Project Management	Jason Bennecke	(909) 556-8852			
Caltrans Design Oversight	Gideon Agra	(909) 383-4227			
Caltrans Design Oversight	Du Lu	(909) 383-6999			
Caltrans Environmental Planning	Boniface Udotor	(909) 888-2347			
Caltrans Environmental Planning	Illeen Prentiss	(909) 388-7070			
Caltrans HQ Geometric Reviewer	Brian K. Frazer/Anthony Ng	(909) 275-2926			
City of Beaumont	Ernest Egger	(951) 769-8520			
Consultant Project Manager	Jimmy Sims, Mark Thomas & Company	(408) 453-5373			

11. LIST OF ATTACHMENTS

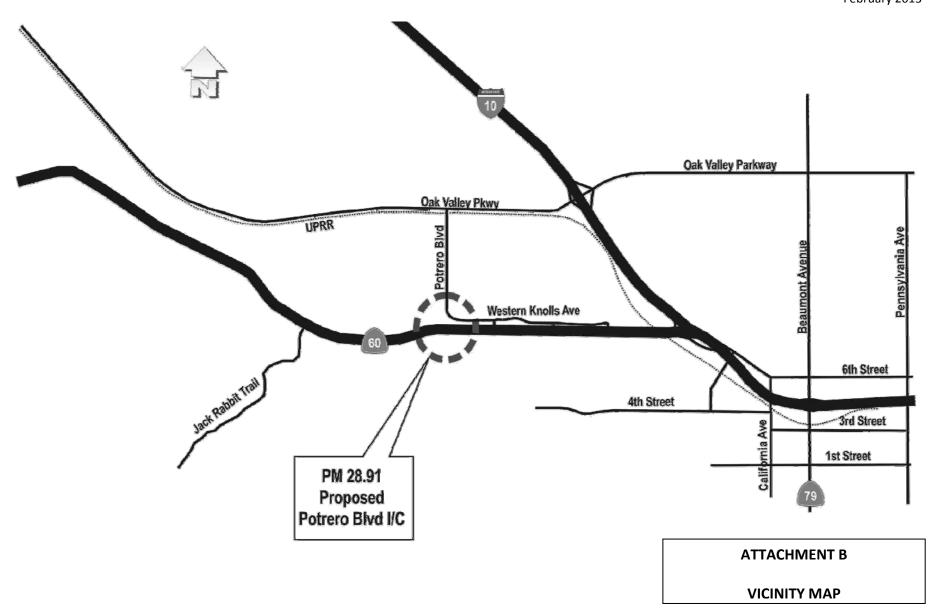
- A. Regional Location Map
- B. Vicinity Map
- C. City of Beaumont Western Area Projects
- D. City of Beaumont General Plan Circulation Element
- E. State Route 60 Existing Access Openings and Intersections
- F. Existing Developed and Undeveloped Lands
- G. City General Plan Land Uses Surrounding Project
- H. Future Development Projects Within the Vicinity of Project
- I. Potrero Blvd and SR-60 8-lane and 10-lane Section
- J. Conceptual Landscape Plan
- K. Proposed Bridge Aesthetics
- L. Advanced Planning Study
- M. Storm Water Drainage Report (Approval Page Only)
- N. Traffic Management Plan Data Sheet
- O. Right of Way Data Sheet
- P. Preliminary Project Cost Estimates Phase 1 and 2
- Q. Approved Fact Sheets (Approval Page Only) November 1995 and January 2012
- R. Project Development and Construction Agreements
- S. Typical Sections, Layout, Profile, Utility Plans Phase 1
- T. Typical Sections, Layout, Profile, Utility Plans Phase 2
- U. Interim Improvements Exhibit
- V. Final Environmental Document (under separate cover)

ATTACHMENT A REGIONAL LOCATION MAP



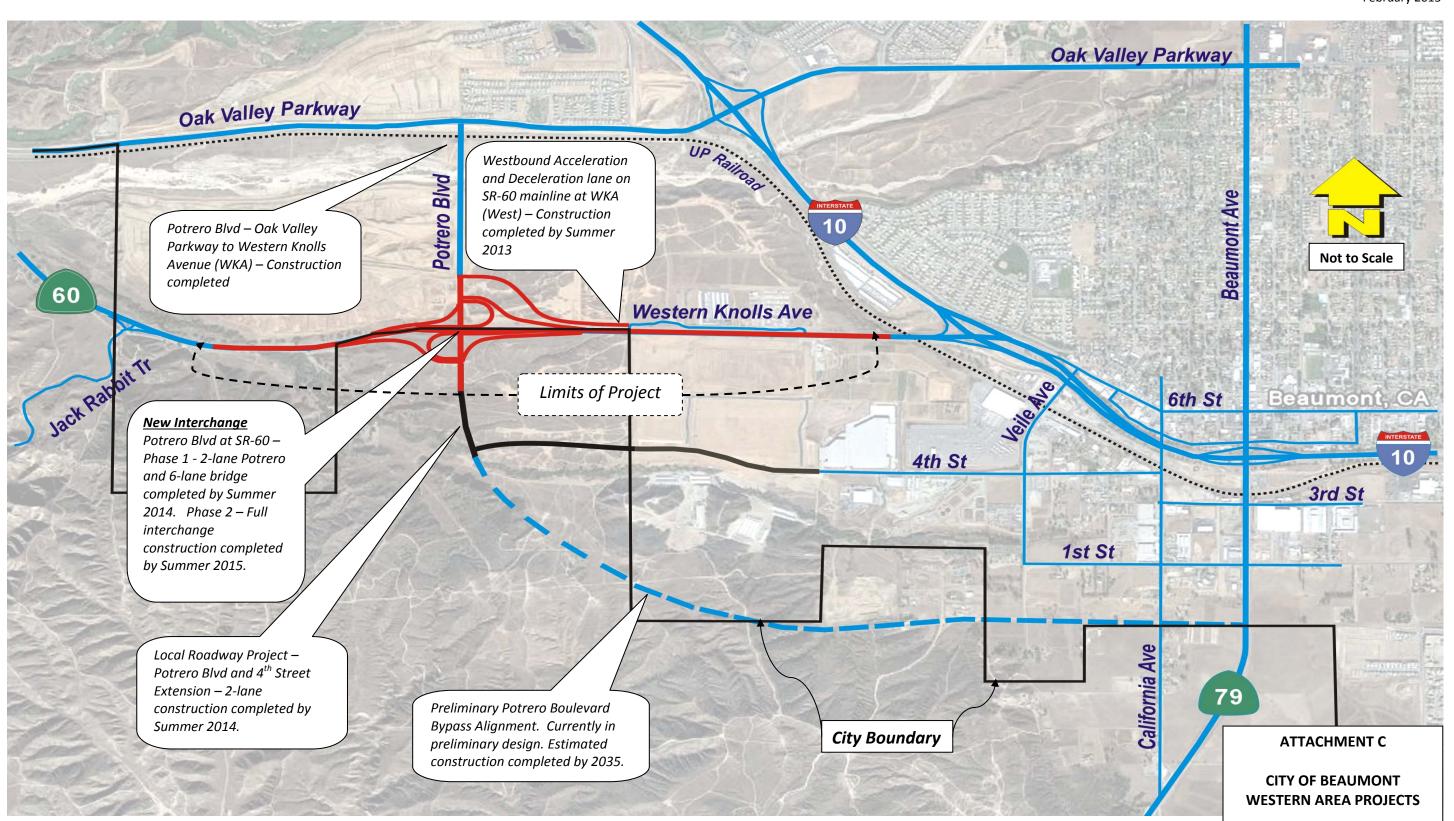
ATTACHMENT B

VICINITY MAP



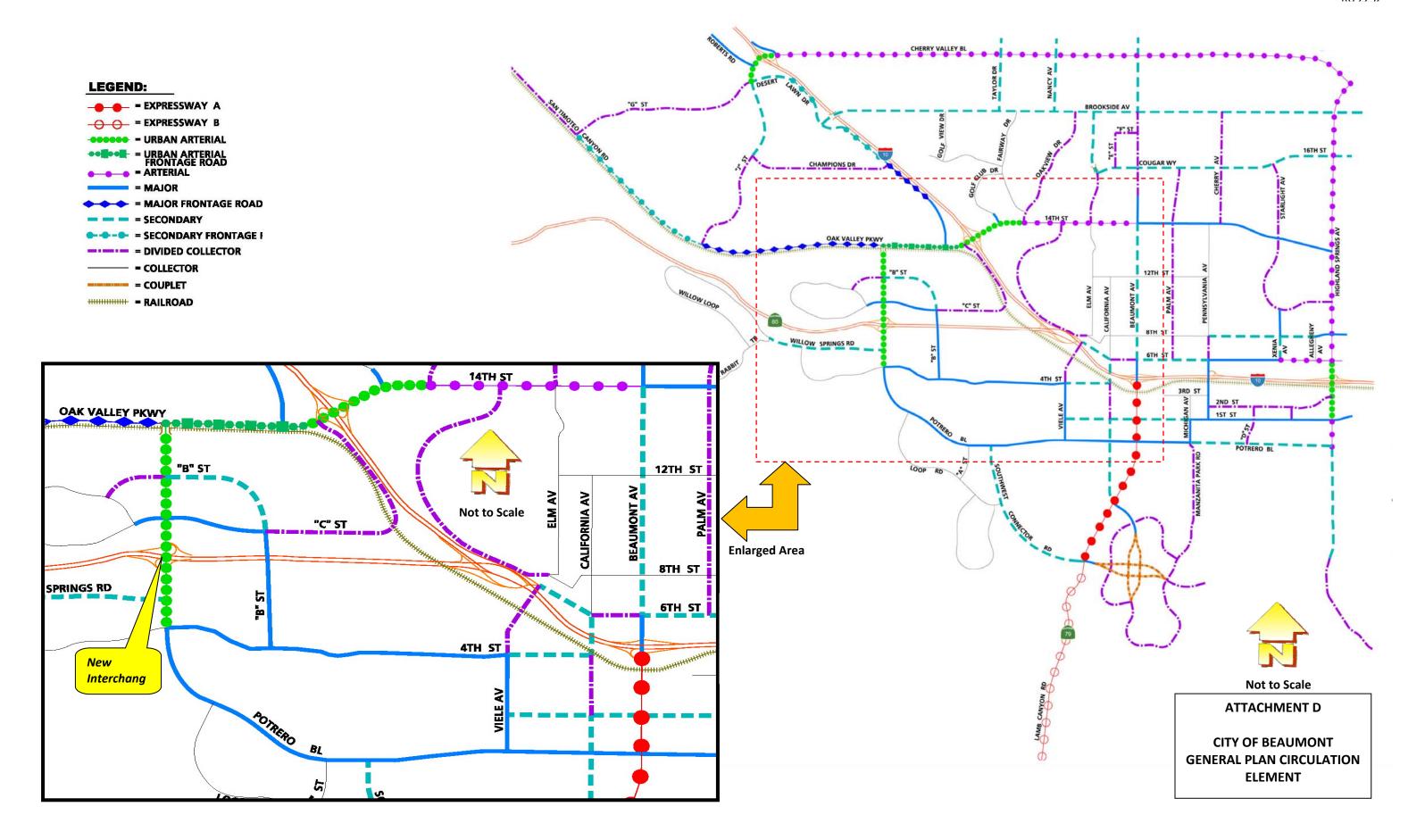
ATTACHMENT C

CITY OF BEAUMONT WESTERN AREA PROJECTS



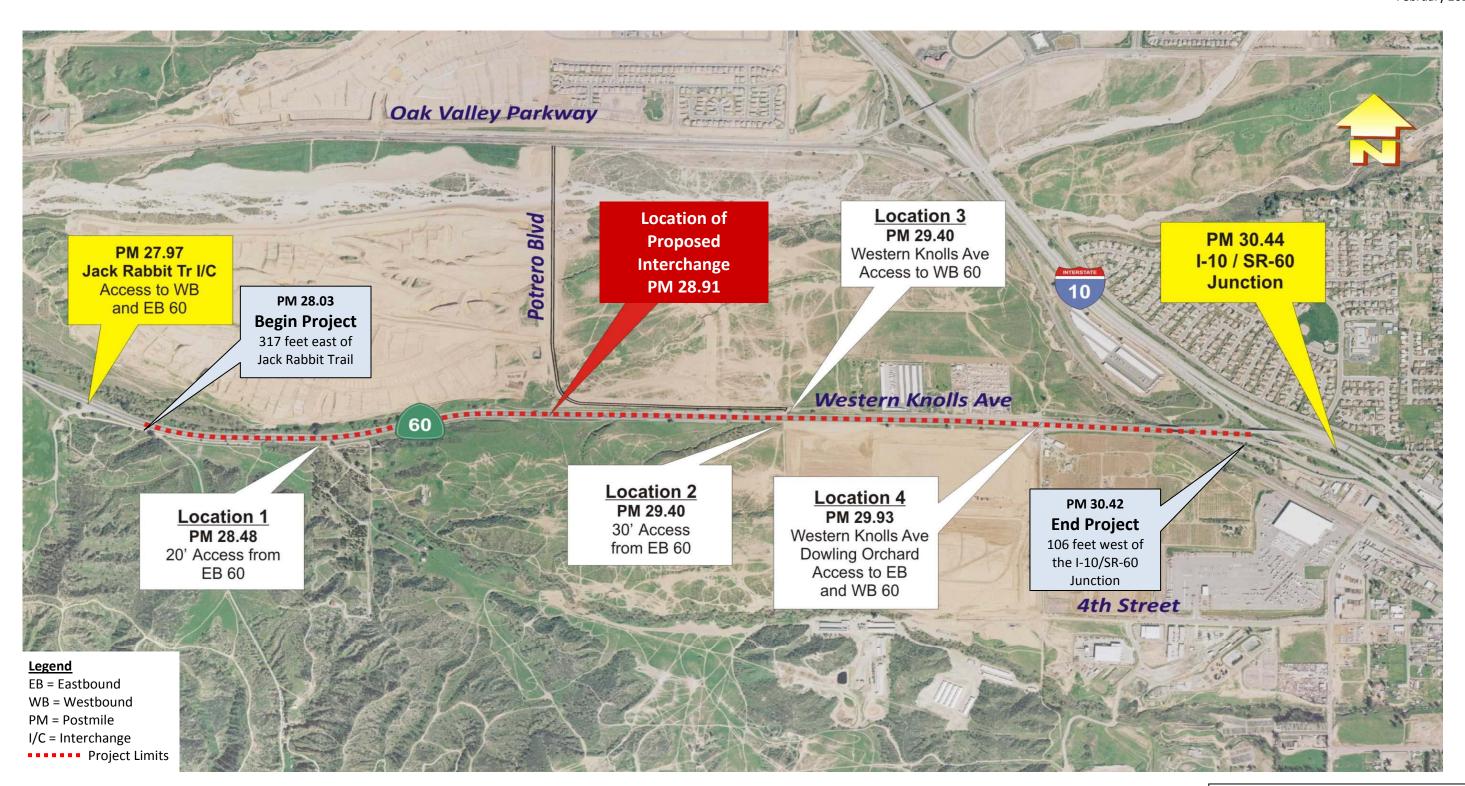
ATTACHMENT D

CITY OF BEAUMONT GENERAL PLAN CIRCULATION ELEMENT



ATTACHMENT E

STATE ROUTE 60 EXISTING ACCESS OPENINGS AND INTERSECTIONS



ATTACHMENT E

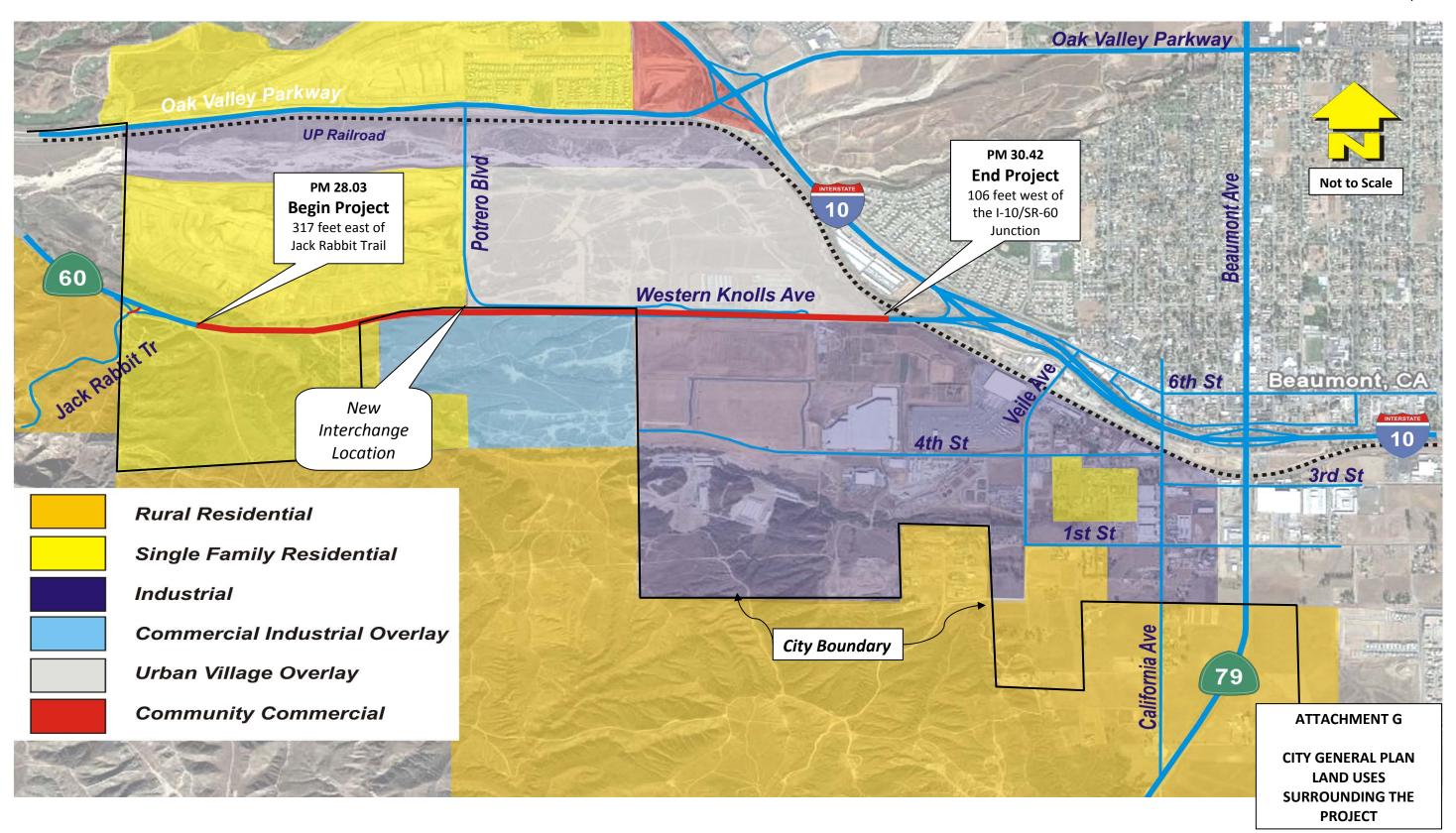
STATE ROUTE 60
EXISTING ACCESS OPENINGS
AND INTERSECTIONS

ATTACHMENT F EXISTING DEVELOPED AND UNDEVELOPED LANDS



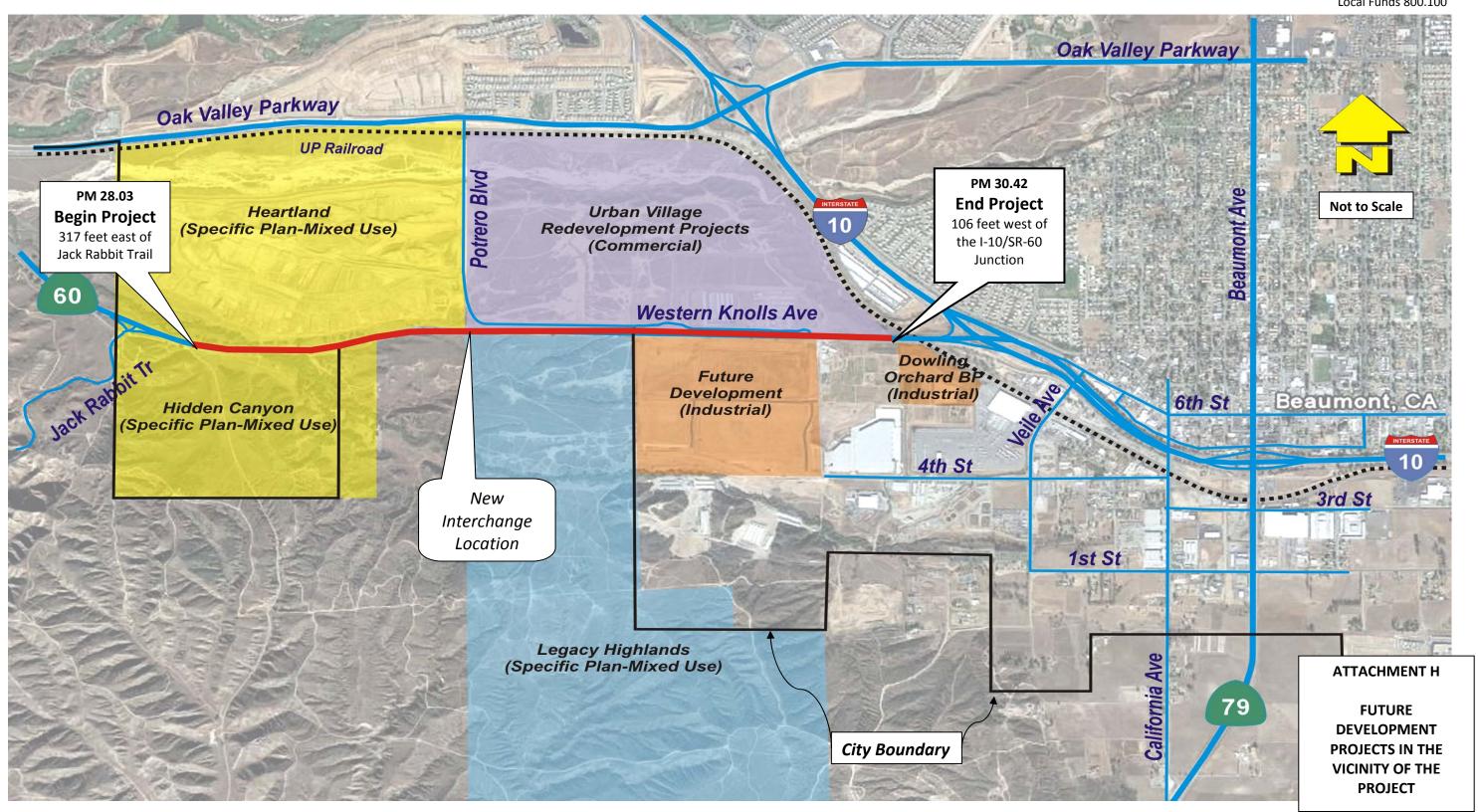
ATTACHMENT G

CITY GENERAL PLAN LAND USES SURROUNDING THE PROJECT



ATTACHMENT H

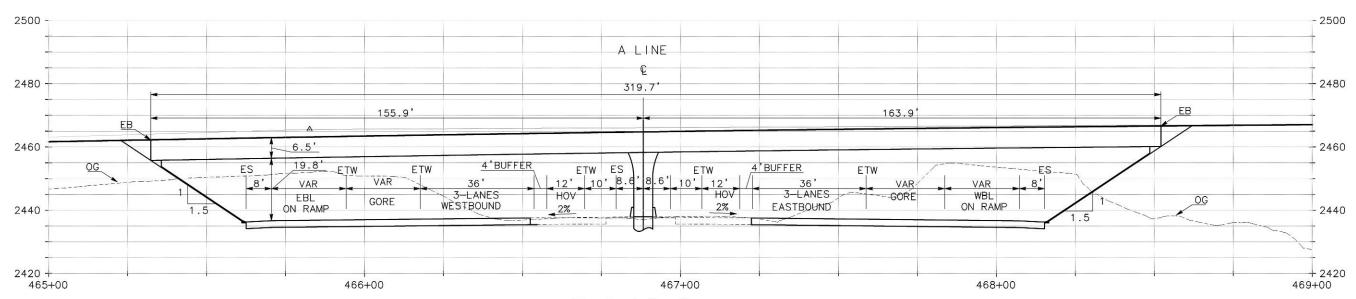
FUTURE DEVELOPMENTS WITHIN THE VICINITY OF THE PROJECT



ATTACHMENT I

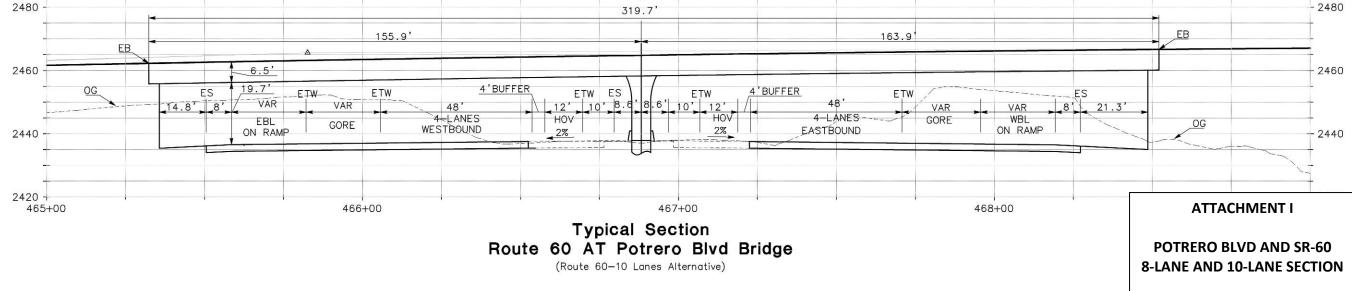
POTRERO BLVD AND SR-60 8-LANE AND 10-LANE SECTION

- 2500

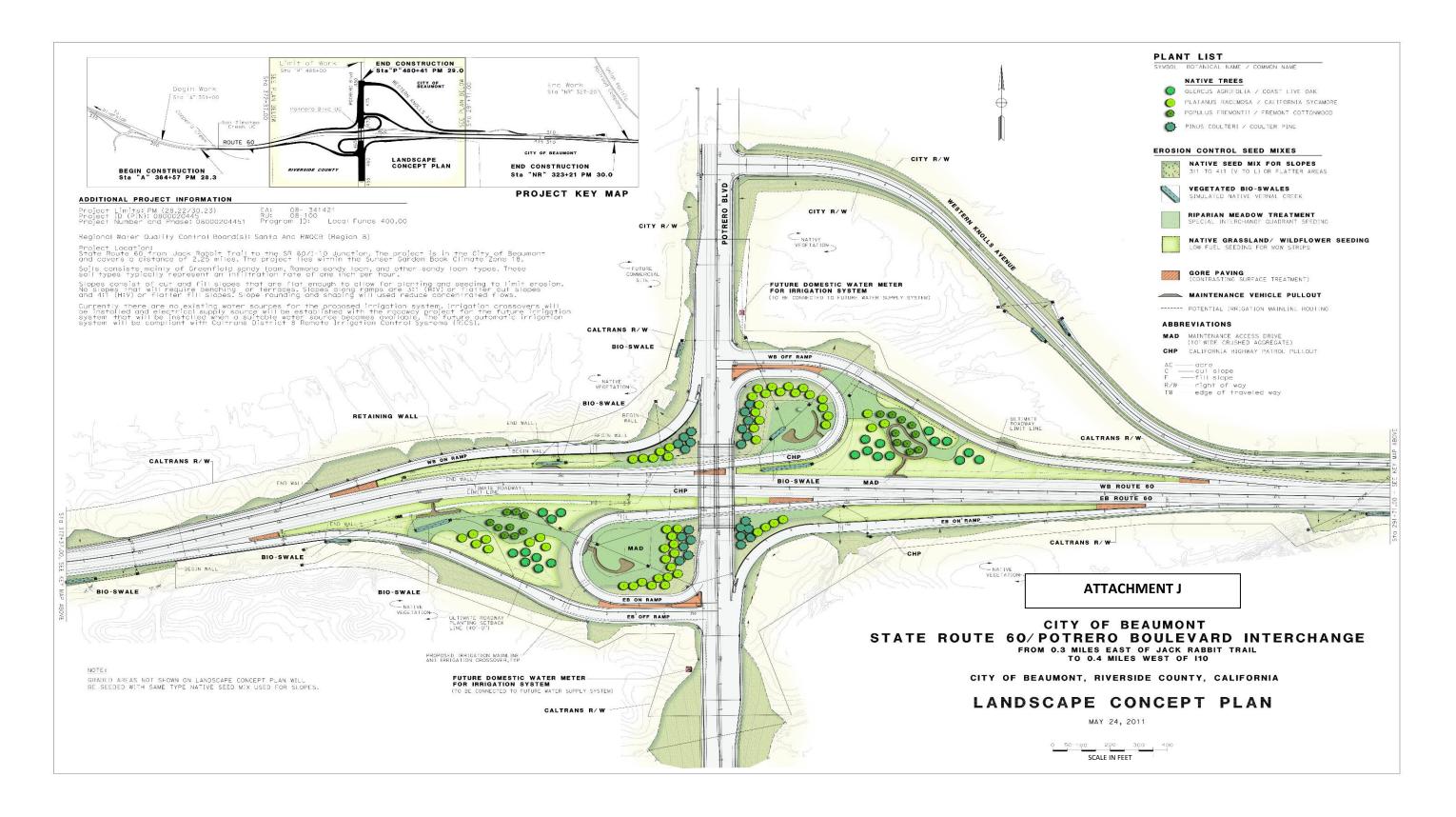


Typical Section Route 60 AT Potrero Blvd Bridge (Route 60-8 Lanes Alternative)

2500 -A LINE 319.7 155.9' 163.9 6.5

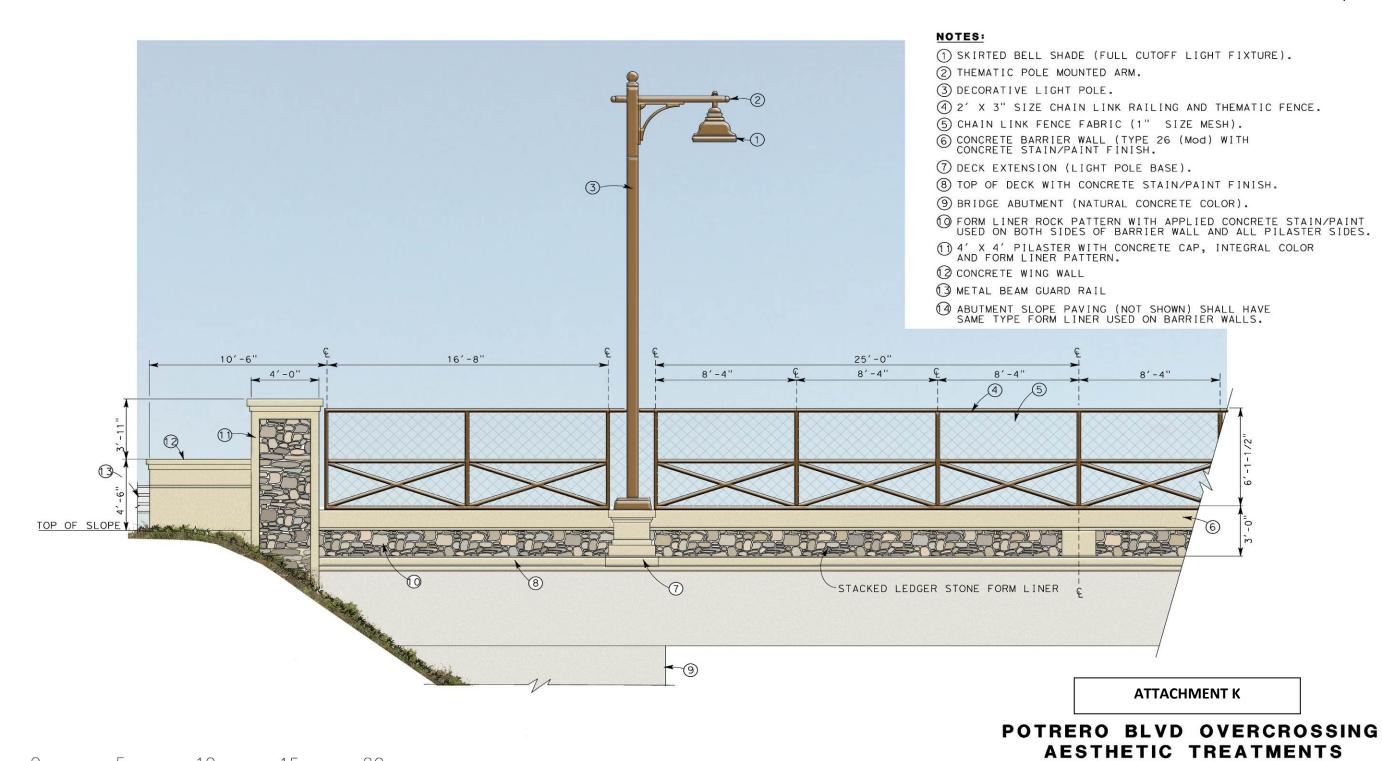


ATTACHMENT J CONCEPTUAL LANDSCAPE PLAN



ATTACHMENT K PROPOSED BRIDGE AESTHETICS

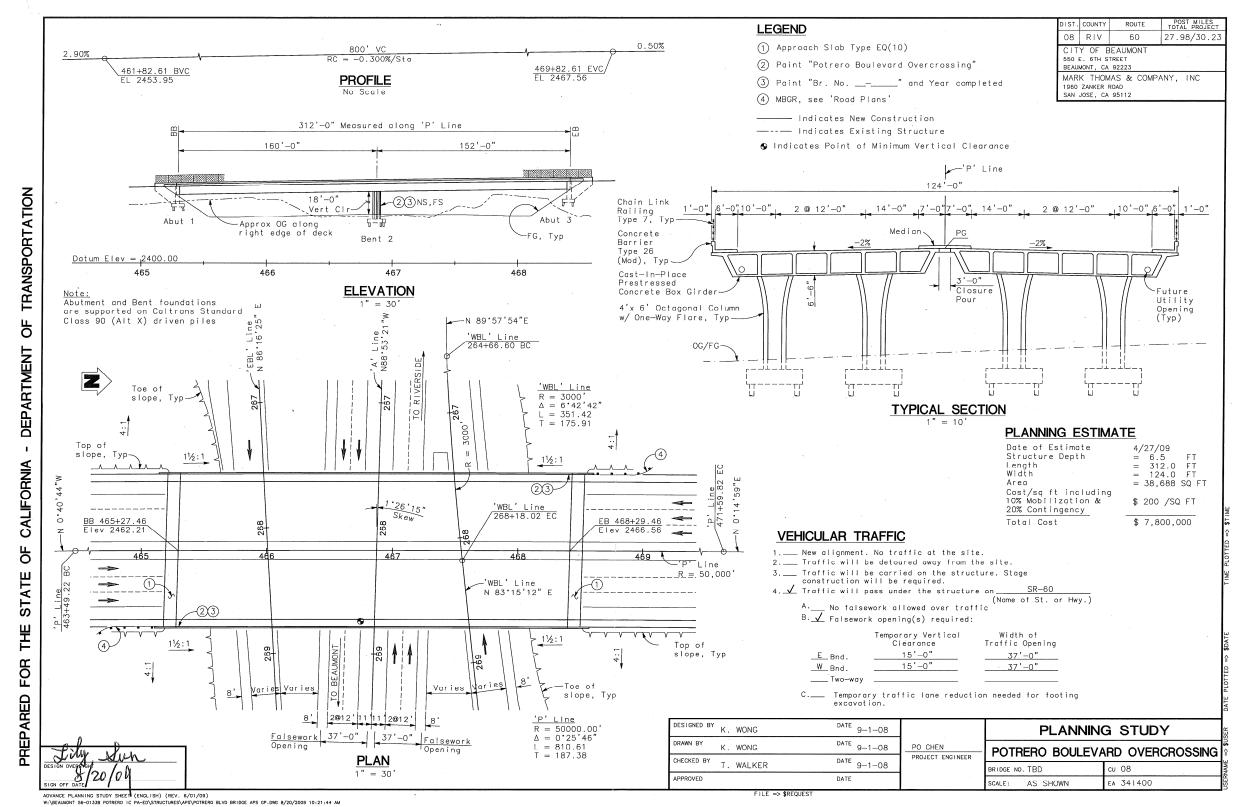
CITY OF BEAUMONT, CA/ RIVERSIDE COUNTY



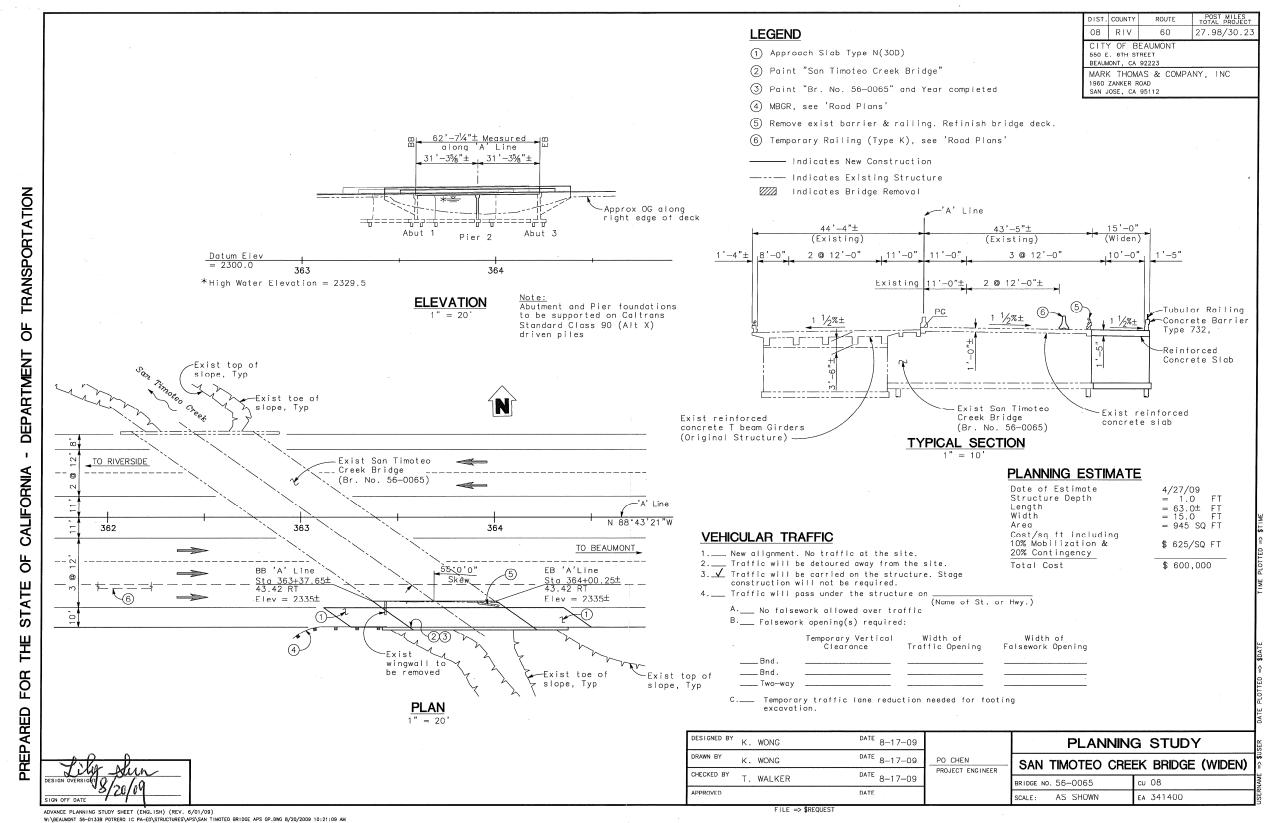
DESIGN CONCEPT 'A'

SCALE: 1"= 5'-0"

ATTACHMENT L ADVANCED PLANNING STUDY



ATTACHMENT L
ADVANCED PLANNING STUDY



ATTACHMENT M

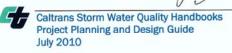
STORM WATER DATA REPORT (APPROVAL PAGE ONLY)

APPENDIX E

Long Form - Storm Water Data Report

	Post Mile Lim	its:27.97/30.	23		
	Project Type:N	New Interchan	<u>ge</u>		
	Project ID (or	EA):0800000	668 (EA34140)		
	Program Iden	tification:Loca	I Fund 400.000		
	Phase:		PID		
Caltrans°		×	PA/ED		
wwws			PS&E		
		_			
Regional Water Quality Control Board(s): I	Region 8 - Santa	Ana Region			
Is the Project required to consider Treatm	ent BMPs?			Yes ⊠	No 🗆
If yes, can Treatment BMPs	s be incorporate	ed into the pro	ject?	Yes ⊠	No 🗆
If No, a Technical	Data Report mu	st be submitte	ed to the RWQCE	3	
at least 30 days p			List	RTL Date:	
Total Disturbed Soil Area: 23.6 ac (Phase	1); 52.8 ac (Pha				
Estimated: Construction Start Date:			on Completion D		(DI O)
Spring 2013 (Phase 1); Summer 2014 (P			014 (Phase 1); S		(Phase 2)
Notification of Construction (NOC) Date to	be submitted:	Feb 2013 (Ph	ase 1); Oct 2014	(Phase 2)	
Erosivity Waiver		Yes 🗆	Date:		No ⊠
Notification of ADL reuse (if Yes, provide of	date)	Yes ⊠	Date: Fall 2012 Winter 20	(Phase 1); 014 (Phase 2)	No 🗆
Separate Dewatering Permit (if yes, permi	it number)	Yes	Permit #		No 🖾
This Report has been prepared under the d	irection of the fo	llowing Licens	ed Person. The Li	censed Person	attests to the
technical information contained herein and	the date upon w	vhich recomme	endations, conclu	sions, and deci	sions are
based. Professional Engineer or Landscape	Architect stamp	required at P	S&E.		
1/MU/WSm				10/2	26/2012
Jinimy Sims, Registered Project Engineer	/Landscape Arcl	hitect			Date
I have reviewed the stormwater quality desi	ide incurs and fi	nd this rapart t	o ha complete co	urrent and accu	rate.
I have reviewed the stormwater quality desi	ign issues and ill	7_	o be complete, co	ment and acco	a. / -
	mul	2	0	(0)	26/12
Gason	Bennecke, Proje	ect Manager			Date
Shtt	to Stena	d		10	1/29/12
FOR Cindy	Gano, Designate	ed Maintenanc	e Representative	16	Date
	instill	alle.		17	0/31/12
Ray D	esselle, Designa	ted Landscape	e Architect Repres	sentative	/Date/
Ca	ethy &	dr.		/	0/3//12
(Stamp Poquired for DS&F only) Cathy	Jookal Dietriot	Perional Design	on SW Coordinato	r or Designee	/Date /

Dist-County-Route: 08-RIV-60



ATTACHMENT N

TRAFFIC MANAGEMENT PLAN DATA SHEET

(Phase 1 - EA 34141)

(Phase 2 - EA 34142)

PHASE 1 TRANSPORTATION MANAGEMENT PLAN DATA SHEET (Preliminary TMP Elements and Costs)

Co/Rte/PM	Riv-60-28.7/30.2	EA PIN	34141 0800020444	Project Engineer	Jimmy Sims
Project Limit	On Route 60 between Jack	Dobbit '	Trail and I 10/SD 60	_ Unotion	
Project Descrip	Phase 1 of 2 for construct Construct Potrero Blvd temporary Western Kno	ction of OC stru olls Ave	new interchange on cture, Potrero Blvd extension, and SR-6	SR-60 at Pot roadway appr	oaches,
Expected Cons	struction Schedule Spring 201	15 - Suli	illier 2014		
Duration	The project will take 3	40 work	ing days to construc	ct over a 1.5-y	ear period.
Total Project C	Cost \$23,000,000				
1) Pt	ıblic Information				
	a. Brochures and Ma	ailers			\$ 119,000
	b. Press Release				
	c. Paid Advertising				\$
	d. Public Information	n Cente	r/Kiosk		\$
	e. Public Meeting/Sp	peakers	Bureau		·
	f. Telephone Hotline				
	g. Internet				
	i. Others				\$
2) M	otorists Information Strategies			_	
,	a. Changeable Messa	age Sigi	ns (Fixed)		\$
	b. Changeable Mess	age Sigi	ns (Portable)		\$
	c. Ground Mounted	Signs			\$ 25,000
	d. Highway Advisor	y Radio			\$ Existing Facility
	e. Caltrans Highway	Inform	ation Network (CHI	N)	
	i. Others				\$
3) In	cident Management			_	
,	a. Construction Zone	e Enhan	ced Enforcement		
	Program (COZEF				\$ 42,560
	b. Freeway Service l	Patrol			\$ 4,968
	c. Traffic Manageme	ent Tear	n		
	d. Helicopter Survei	llance			\$
	e. Traffic Surveilland	ce Statio	ons		
	(Loop Detector as		*		\$ 42.560
		Traffic I	-		\$ 42,560 \$10,000

Phase 1 TMP Data Sheet (cont.)

4) Construction Strategies	
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	\$
Off-peak closures Construction staging and traffic handling (k-rail, gawk screen, CPM schedule)	\$ 145,760
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) Alternate Route Strategies	
a. Add Capacity to Freeway Connector	\$
b. Street Improvement (widening, traffic signal etc)	\$
c. Traffic Control Officers	\$
d. Parking Restrictions	<u> </u>
e. Others Signed detour routes	\$ 110,000
7) Other Strategies	
a. Application of New Technology	\$
e. Others	\$
TAL ESTIMATED COST OF TMP ELEMENTS =	\$ 499,848

Phase 1 TMP Data Sheet (cont.)

Project Notes:		
Assumptions/ Comments:		
1. The project will have 28 total night closures (14 full and 6 lane). There will be no	o daytime	closures.
2. Current dollar values used. Inflation was not factored into the estimate.		
Traffic Control/Maintain Traffic costs were not provided. Please consult wit office for this estimate.		
4. Portable CMS specified for this project by this estimate are designated for conge in DD-60. Portable CMS required for other purposes should be included under one of the contract of the co		
5. The COZEEP specified for this project by this estimate is designated for conge by DD-60. The COZEEP required for other purposes should be included under or	stion relie	f as outlined
Note 1: All projects whose contract value is \$5 million or more, and/or meet certain of evaluated for applicability of A+B Bidding. Consult the Lane Closure Charts Coordi and the OE for more details about A+B Bidding.		
Note 2: As outlined in Deputy Directive 60, this TMP is a living document, subject to by changing circumstances. If there is material change to the project scope which wi or adequacy of the TMP, then changes to the TMP must be addressed. If traffic cond site demonstrate that TMP elements need to be adjusted to adequately address conges shall be altered accordingly.	ll affect the itions at th	e function e project
Note 3: Hospitals with emergency services and fire stations that may require access the all hours should be accommodated. Schools, major venues, shopping malls, and other should also be notified of the construction activities that may impact their services.		
Amul USm		
PREPARED BY Jimmy Sims, PE	DATE	2/24/2013
APPROVED BY	DATE	

PHASE 2 TRANSPORTATION MANAGEMENT PLAN DATA SHEET (Preliminary TMP Elements and Costs)

Co/Rte/PM	Riv-60-28.3/30.0	EA 34142 PIN 0800020445	Project Engineer	Jimmy Sims
Project Limit	-	ack Rabbit Trail and I-10/SI		-
Project Descri	Construct on and off Timoteo Bridge, rea	struction of new interchange f ramps, remainder of Potrer lign and extend Western Kn ctions.	ro Blvd local road	lway, widen San
	truction Schedule Summe			
Duration		xe 210 working days to cons	struct over a 1-ye	ar period.
Total Project C			-	
1) Pi	ablic Information			
,	a. Brochures and	Mailers		\$ 74,000
	b. Press Release			
	c. Paid Advertisi	ng		\$
	d. Public Informa	ation Center/Kiosk		\$
	e. Public Meeting	g/Speakers Bureau		
	f. Telephone Hot			
	g. Internet			
	i. Others			\$
2) M	otorists Information Strateg	ies		
	a. Changeable M	lessage Signs (Fixed)		\$
	b. Changeable M	lessage Signs (Portable)		\$
	c. Ground Moun	ted Signs		\$ 39,000
	d. Highway Adv	isory Radio		\$ Existing Facility
	e. Caltrans High	way Information Network (CHIN)	
	i. Others			\$
3) In	cident Management		<u></u>	
	a. Construction Z	Zone Enhanced Enforcemen	t	
	Program (CO			\$ 18,240
	b. Freeway Servi	ice Patrol		\$ 105,876
	c. Traffic Manag	ement Team		
	d. Helicopter Sur	rveillance		\$
	e. Traffic Surveil			
	<u> </u>	or and CCTV)		\$
	IXIf Others C	HP Traffic Handling		\$ 18 240

Phase 2 TMP Data Sheet (cont.)

	Ψ
e. Others	\$
a. Application of New Technology	\$
7) Other Strategies	
e. Others Signed detour routes	\$ 119,000
d. Parking Restrictions	<u> </u>
c. Traffic Control Officers	\$
b. Street Improvement (widening, traffic signal etc)	\$
a. Add Capacity to Freeway Connector	\$
6) Alternate Route Strategies	<u> </u>
h. Others	\$
g. Ramp Metering (Modify Existing)	\$
f. Ramp Metering (Temporary Installation)	\$
e. Telecommute	
d. Variable Work Hours	<u>Ψ</u>
c. Rideshare Incentives	\$
b. Park and Ride Lots	\$
a. HOV Lanes/Ramps (New or Convert)	\$
j. Others Construction staging and traffic handling (k-rail, gawk screen, CPM schedule) 5) Demand Management	\$ 343,400
Off-peak closures	Φ
i. Moveable Barrier	\$ \$
g. Connector and Ramp Closures h. Incentive and Disincentive	Φ.
f. Reduced Speed Zone	\$
e. Truck Traffic Restrictions	\$
d. Contra Flow	ф
c. Total Facility Closure	
b. Reversible Lanes	
a. Lane Closure Chart	

Phase 2 TMP Data Sheet (cont.)

Project Notes:	
Assumptions/ Comments:	
6. The project will have 12 total night lane closures. There will be no full or daytime closures.	
7. Current dollar values used. Inflation was not factored into the estimate.	
8. Traffic Control/Maintain Traffic costs were not provided. Please consult with OE or Construction office for this estimate.	
9. Portable CMS specified for this project by this estimate are designated for congestion relief as outline in DD-60. Portable CMS required for other purposes should be included under other specifications.	ıed
10. The COZEEP specified for this project by this estimate is designated for congestion relief as outline by DD-60. The COZEEP required for other purposes should be included under other specifications.	ied
Note 1. All projects only an extensity of smilling armount and/armount antique of a middle of smilling armount and/armount antique of a middle of smilling armount and/armount antique of a middle of smilling armount and/armount antique of smilling armount and armount armount armount and armount	1
Note 1: All projects whose contract value is \$5 million or more, and/or meet certain other criteria should be evaluated for applicability of A+B Bidding. Consult the Lane Closure Charts Coordinator for the analysis and the OE for more details about A+B Bidding.	
Note 2: As outlined in Deputy Directive 60, this TMP is a living document, subject to change as required	
by changing circumstances. If there is material change to the project scope which will affect the function	
or adequacy of the TMP, then changes to the TMP must be addressed. If traffic conditions at the project	
site demonstrate that TMP elements need to be adjusted to adequately address congestion, then the TMP	
shall be altered accordingly.	
Note 3: Hospitals with emergency services and fire stations that may require access through work zones at all hours should be accommodated. Schools, major venues, shopping malls, and other heavily utilized are	
should also be notified of the construction activities that may impact their services.	ta
mull Sm	
PREPARED BY Jimmy Sims, PE DATE 2/24/201	13
APPROVED BY DATE	

ATTACHMENT O RIGHT OF WAY DATA SHEET



September 7, 2012 08-RIV 60-PM 27.97-30.23 EA: 34140

To: Brenda Morrison, Project Delivery Manager

Caltrans District 8, Right of Way

Attn: Deana Lester, Senior, Local Programs Caltrans District 8, Right of Way

RIGHT OF WAY DATA SHEET- LOCAL PUBLIC AGENCY SERVICE

Project Description: State Route 60/Potrero Interchange Improvement Project

	ination with Mark Thomas and Company, Inc. as primary consultant for the City of mont, California, lead agency for the project.
I.	 Right of Way Engineering Will right of way engineering be required for this project? No Yes J (Submit a copy of the Right of Way Engineering, Surveys and Mapping Services checklist for Special Funded Projects. This checklist includes but is not limited to the following items.)
	 Hard copy (base map)/_ Appraisal map/_ Acquisition Documents/_ Property Transfer Documents/_ R/W Record Map/_ Record of Survey//
II.	Engineering Surveys 1. Is any surveying or photogrammetric mapping required? No Yes (Complete the following)
	 2. <u>Datum Requirements</u> Yes J _ Project will adhere to the following criteria. Horizontal - NAD 83, CA-HPGN, and EPOCH 1991.35. Vertical - NAVD 88. Units - English units.
	3. Will land survey monument perpetuation be scoped into the project, if required?
	Yes No (Provide explanation on additional page)



September 7, 2012 08-RIV 60-PM 27.97-30.23 EA: 34140

III. Parcel Information (Land and Improvements):

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

No _____ Yes \(\frac{1}{2} \)

	Part Take	Full Take
 A. Number of Vacant Land Parcels 	5	0
B. Number of Single Family Residential Units_	0	0
C. Number of Multi-Family Residential Units	0	0
D. Number of Commercial/Industrial Parcels	2	0
E. Number of Farm/Agricultural Parcels	1	0
F. Temporary Construction Easements	0	0
G. Other Parcels (Abutter's Rights)	4	0
Totals	12	0

Provide a general description of the right of way and excess lands required (zoning, use, improvements, critical, or sensitive parcels, etc.).

The properties required for the project are generally unimproved. The designated property uses include residential, agricultural and commercial. The right of way requirements will impact six (7) privately owned larger parcels and one (1) governmental entity ownership. There are four (4) abutter's rights acquisitions. The identified rights to be acquired include fee simple and abutter's rights. Abutters' rights previously acquired will be reestablished along new freeway right of way in accordance with the Caltrans Design Manual. Abutters (access rights) will be acquired to close the existing at grade crossover near easterly end of the project. The parcels on the north will have access via the new interchange and re-aligned Western Knolls Avenue. The parcels to the south will likely suffer from some severance damages and loss of business goodwill due to location and orientation of the agricultural related commercial building. Legal access appears to be available from the south via local roads. No excess land is anticipated as a result of the acquisitions. No mitigation acquisition is anticipated. The acquisitions will have a minimal impact on the use of the remainders with one exception. Growth and the mix of traffic in the area require improving the Interchange at Potrero Boulevard with Interstate Route 60 and local frontage roads. The project has been designed to provide traffic relief, improve traffic operation and require the minimum right of way in this area.

IV. <u>Dedications</u>

Are there any properties rights which have been acquired, or anticipate will be acquired, through the "dedication" process for the Project? No ____ ✓ __ Yes___



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	COMMERCIAL	, VALUATION AND RIGHT OF WAY	SERVICES			
V.	Excess Lands / Relinquishments Are there Caltrans property rights which may become excess lands or potential relinquishment areas? No Yes					
VI.	Relocation Information Are relocation displacements anticipated? No Yes					
	A. Number of Single Family Residential Units B. Number of Multi-Family Residential Units C. Number of Business/Nonprofit D. Number of Farms Other (define in the "Remarks" section) Totals O \$ -0-			-0- -0- -0- -0-		
VII.		location Information facilities or utility	on rights of way affec	ted? No Yes		
F	acility	Owner	State Obligation	Local Obligation	Utility Owner Obligation	
Electric	ity	Southern California Edison		Yes	None	
Gas		Southern California Gas Company		Yes	No relocation	
Sanitar	y Sewer	City of Beaumont		Yes	Yes	
Water		Beaumont-Cherry Valley Water District		Yes	No relocation	
Total Facilities 4 Estimated Cost of Relocations \$ 500,000 VIII. Rail Information Are railroad facilities or railroad rights of way affected? No ✓ Yes						
IX.		z Information improvements that	require clearance?	No _ J Yes		
		f Structures to be I Cost of Demolition		0 \$ -0-		



September 7, 2012 08-RIV 60-PM 27.97-30.23 EA: 34140

X. Hazardous Materials/Waste

Are there any site(s) and/or improvements(s) in the Project Limits that are $\underline{\text{known}}$ to contain hazardous materials? None $\underline{\text{J}}$ Yes $\underline{\underline{\hspace{0.5cm}}}$ (Explain in the "Remarks" section)

Are there any site(s) and/or improvement(s) in the Project Limits that are <u>suspected</u> to contain *hazardous waste*? None $\underline{\hspace{0.1cm}J}$ Yes $\underline{\hspace{0.1cm}}$ (Explain in the "Remarks" section) An ISA was prepared for the project. No additional parcels were observed than have potential hazardous waste.

XI. Project Scheduling

Right of way necessary for the subject project will be the responsibility of Local Agency and may be acquired using consultants. Caltran to provide oversight.

	Proposed	lead time	Completion date
Preliminary Engineering, Surveys	6	(months)	December 2010
R/W Engineering Submittals	9	(months)	December 2012
R/W Appraisals/Acquisition	10	(months)	March 2013
Proposed Environmental Clearance			December 2012
Proposed R/W Certification	10	(months)	March 2013

XII. Proposed Funding

	Local	State	Federal	Other
Acquisition	\$ 1,401,000)	\$3,735,000	
Utilities	\$ 500,000)		
RAP	\$ -0-			
Demolition	\$ -0-	•		
Escrow	\$ 12,000)		
SB 1210	\$ 65,000	<u>)</u>		
Sub-Total	\$ 1,978,000)	\$3,735,000	
TOTAL	\$ 5.713.000)		

The right of way estimate is un-escalated current costs for the right of way activities outlined above. Acquisition costs include a 25% contingency.

XIII. Remarks

Project Sponsor - City of Beaumont

Project Sponsor Consultant - Mark Thomas and Company Inc.

Right of Way Consultant - Bender Rosenthal Inc.

Acquisition, RAP, Demolition, Escrow and SB1210 costs estimated by Bender Rosenthal

Utility Costs estimated by Mark Thomas and Company Inc.



September 7, 2012 08-RIV 60-PM 27.97-30.23 EA: 34140

Project Sponsor Consultant	Project Sponsor
2 211	Reviewed and Approved by:
Muhail E Pahody	100
Michael E. Lahodny	Ernest A. Egger
Bender Rosenthal, Inc AG #044258	City of Beaumont
September 7, 2012	10/11/2012
Date	Date
California Department of Transportation	n
Reviewed and approved based on inform	mation presented to date:
Diena Lester	10/24/17
District Branch Chief	Date
Local Programs Division of Right of Way	



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Right of Way Data Sheet Premise, Assumptions, Limiting Conditions and Extra Ordinary Assumptions

Estimate Premise

- 1. Estimates are forecasts of anticipated costs for properties that will be acquired at a future date.
- Estimate requires looking into the future and projecting the anticipated highest and best use of the
 properties at the time they are required for the project. The estimate will not consider increases in
 real estate value due to changes in land use resulting from anticipation of the proposed project.
- The estimate will be developed using appraisal principles without the depth of investigation and verification. The estimate may consider indicators of value which may not be acceptable in appraising.
- The estimate will consider costs known as Construction Contract Work (CCW) as severance damages and included as compensation to the owner.
- The estimator has based the estimate on the highest supported anticipated costs and a "worst case" scenario.
- When in doubt because of inadequate or marginal requirement information, a full acquisition will be assumed.

Assumptions

- Estimate mapping is assumed to adequately provided information on which partial acquisition and damages are based.
- The right of way area calculations are assumed to reflect the needs for the project or alternative.
 Changes in the areas may dramatically impact the estimated right of way costs.
- 3. Four parcels are impacted when direct access is closed from SR 60. Two northerly parcels will receive replacement access via a frontage road. The southerly two parcels will incur severance damage as a result of re-establishing access from the south. The assumption were made as no title reports were provided and it's assumed access rights were not previously acquired.

Limiting Conditions

Utility locations and information of property rights have not been fully researched and utility
costs are based on field observations and cost information provided by others. More accurate
costs will be developed as the project approaches selection of final alignment and design.

Extraordinary Assumptions

- A contingency factor will be applied at the suggested rate of 25%. This additional estimated cost
 provides for possible business goodwill claims, outdoor advertising signs, administrative
 settlements, condemnation awards, utility overruns and interest payments.
- Environmental permitting fees may also be estimated as they are generally paid at the right of way acquisition phase.

ATTACHMENT P

PRELIMINARY PROJECT COST ESTIMATE SUMMARIES PHASE 1 AND PHASE 2

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

SR 60 / Potrero Blvd. IC

District-County-Route 08-RIV-60 Type of Estimate PSR, PR, etc.): PR PM: 28.03/30.42 EA: 341400 Program Code:

PROJECT DESCRIPTION: Phase 1

Limits: P.M. 28.03 TO P.M. 30.42 - Riverside County

(Scope)

Proposed Improvement: Proposed Interchange at State Route 60 and Potrero Boulevard in the City of Beaumont, CA. Phase One includes the following: 1) Construct 6-lane overcrossing

structure. 2) Construct Northbound and Southbound Potrero Boulevard 2-lane approach roadway sections. 3) Demolish portion of Western Knolls Avenue and T-Intersect to Potrero Blvd. 4) Construct concrete median barrier and pavement across

Western Knolls intersection.

	2012 COSTS \$9,000,000 \$8,600,000 \$17,600,000 \$500,000 \$18,100,000
10% 15%	\$500,000 \$1,800,000 \$2,600,000 \$4,900,000
	\$23,000,000
(408) 453-5373	1/22/2013
(Phone)	(Date)
(408) 453-5373 (Phone)	1/22/2013 (Date)
	10% 15% (408) 453-5373 (Phone)

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

			П	istrict-County-Route	08-RIV-60
			_	Type of Estimate	00111100
				PSR, PR, etc.):	PR
				PM:	28.03/30.42
				EA:	341400
				Program Code:	The state of the s
				-	
I. ROADWAY ITEMS					
	Quantity	<u>Unit</u>	Unit Price	Unit Cost	Section Cost
Section 1 - Earthwork					
Roadway Excavation	113,200	CY	\$15	\$1,698,000	
Imported Borrow	114,600	CY	\$10	\$1,146,000	
Clearing & Grubbing	13	AC	\$2,100	\$27,300	
Develop Water Supply	1	LS	\$18,000	\$18,000	
Roadway Excavation					
(ADL Material)					
				2.5	
			9	Subtotal Earthwork	\$2,890,000
Section 2 Pavement Structural	Section				
PCC Pavement (Depth)				8	
RHMA-O					
HMA (Type A) (1)					
HMA (Type C) (1)	12,700	TON	\$80	\$1,016,000	
Cement-Treated Base		- OV			
Aggregate Base (1)	4,100	CY	\$55	\$225,500	
Aggregate Subbase (1)					
Permeable Material Blanket					
and Edge Drains	<u> </u>			(<u> </u>	
Sidewalks					
			2 70 FFE	20 0 00 1	
			Subtotal Pavement	Structural Section	\$1,242,000
0 11 0 0 1					
Section 3 - Drainage	954		AF00 222	0500.000	
Drainage	1	LS	\$580,000	\$580,000	
				Outstal Danis and	6500 000
				Subtotal Drainage	\$580,000

⁽¹⁾ Pavement Structural sections used for the estimate are from the Materials Report dated November 22, 2011. The LCCA reflects the pavement sections specified in the Materials Report dated November 22, 2011. Local roadway sections are based on the County of Riverside Standard Plans. Potrero Section: 0.75' HMA (Type C), 1.25 Cl 2 AB; Western Knolls Section: 0.45' HMA (Type C), 0.50 Cl 2 AB

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

	\$	SR 60 / Potrero	Blvd. IC		
				trict-County-Route	08-RIV-60
				Type of Estimate PSR, PR, etc.):	PR
				PM:	28.03/30.42
				EA:	341400
				Program Code:	1
Section 4 - Specialty Items Retaining Walls Sound Wall Equipment/Animal Passes	Quantity	<u>Unit</u>	Unit Price	<u>Unit Cost</u>	Section Cost
Relocate Private Irrigation Facilities Landscaping/Irrigation (normally separate project) Erosion Control (DPP BMP's)		LS	\$160,000	\$160,000	
Barriers and Guardrails	100	FT	\$160,000	\$9,600	
Hazardous Waste Work	100			\$9,000	
Fencing	2,700	FT	\$10	\$27,000	
Construction Site WPC	1	LS	\$80,000	\$80,000	
Treatment BMP's	1	LS	\$65,000	\$65,000	
Maintenance BMP's	1	LS	\$500	\$500	
Demolition	1,930	CY	\$10.0	\$20,000	
Concrete Barrier (Median)	1,530	FT	\$110	\$168,300	
Section 5 - Traffic Items Lighting			Subtota	Il Specialty Items _	\$531,000
Traffic Signals					
Permanent Signing	1	LS	\$9,000	\$9,000	
Traffic Control System	1	LS	\$80,000	\$80,000	
Traffic Operation System Traffic Management Plan		LS	\$150,000	\$150,000	
Stage Construction	<u> </u>	LS	\$300,000	\$300,000	
Pavement Delineation Ramp Meters	1	LS	\$35,000	\$35,000	
- Indiana motore			Subt	otal Traffic Items	\$574,000
			TOTAL SE	CTIONS 1 thru 5_	\$5,820,000

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

		Distr	rict-County-Route	08-RIV-60
		Туре	of Estimate	DD
			PSR, PR, etc.): _ PM:	PR 28.03/30.42
			EA:	341400
			Program Code:	011100
			_	
			Unit Cost	Section Cost
Section 6 - Minor Items				
Subtotal Sections 1 thru 5	\$5,820,000 X	10%	\$582,000	
		TOTAL	_ MINOR ITEMS: _	\$582,000
Section 7 - Roadway Mobilizat Subtotal Sections 1 thru 5 Minor Items	\$5,820,000 \$582,000			
Sun		10%	\$640,000	
		TOTAL ROADWAY	MOBILIZATION:	\$640,000
Section 8 - Roadway Additions			_	
Supplemental Work Subtotal Sections 1 thru 5 Minor Items	\$5,820,000 \$582,000			
Sun		15%	\$960,000	
Contingencies Subtotal Sections 1 thru 5 Minor Items	\$5,820,000 \$582,000			
0.26%	\$6,402,000 X	15%	\$960,000	
Sun	1	TOTAL ROADV	VAY ADDITIONS _	\$1,920,000
			DADWAY ITEMS _ tal Sections 1 - 8)	\$9,000,000
Estimate prepared by:	Brian Pantaleon	(408) 453-537	73	01/22/2013
	(Print Name)	(Phone)		(Date)

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

	(Print Name)	(Pho	one)	(Date)
Estimate Prepared By:	Brian Pantaleon	(408) 45 (Ph	and the second	01/22/2013 ((Data)
COMMENTS:		TOTAL ST (Sum of Structures p	RUCTURES ITEMS plus Railroad Items)	\$8,600,000
Railroad Related Costs			RAILROAD ITEMS	ψ0,000,000
II. STRUCTURES ITEMS Bridge Name Structure Type Width (out to out) - (FT) Span Lengths - (FT) Total Area (SF) Footing Type (pile/spread) Cost per Sq. FT. (incl. 10% mobilization and 25% contingency) Total Cost For Structure	Structure (1) Potrero Bridge 124 312.0 38,688	Structure (2)	District-County-Route Type of Estimate PSR, PR, etc.): PM: EA: Program Code: Structure (3)	08-RIV-60 PR 28.03/30.42 341400
	,	or our offere biva.		

08-RIV-60

PR 28.03/30.42

341400

District-County-Route
Type of Estimate
PSR, PR, etc.):

Program Code:

PM: EA:

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

SR 60 / Potrero Blvd. IC

III. RIGHT OF WAY ITEMS				
A. Acquisition, including excess and damages to remainder(s)		\$430,000		
B. Utility Relocation (State/Local	share)	\$70,000		
C. Relocation Assistance		\$0		
D. Clearance/Demolition		\$0		
E. Title and Escrow Fees		\$0		
F. SB1210		\$0		
		<u> </u>		
	TOTAL RIGHT	OF WAY ITEMS	\$500,000	
	ed Date of Right of (Date to which Valu		March 2013	
F. Construction Contract Work				
Brief Description of Work:	*			_
	<u> </u>			_
Estimate prepared by:	Brian Pantaleon (Print Name)	(408) 453		01/22/2013 /Data)
	(Fillt Name)	(Phor	ie)	(Date)

* PRICE PER SQUARE FOOT = \$4.50

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

SR 60 / Potrero Blvd. IC

District-County-Route 08-RIV-60 Type of Estimate PSR, PR, etc.): PR PM: 28.03/30.42 EA: 341400 Program Code:

PROJECT DESCRIPTION: Phase 2

Limits: P.M. 28.03 TO P.M. 30.42 - Riverside County

Proposed Improvement:

(Scope)

Proposed Interchange at State Route 60 and Potrero Boulevard in the City of Beaumont, CA. Phase Two includes the following: 1) Construct westbound and eastbound on and off ramps. 2) Demo Western Knolls Avenue and access openings. 3) Realign Western Knolls Avenue and Connect w/ Potrero Boulevard. 4) Construct auxiliary lanes. 5) Install final pavement delineation and signs.

Phase: 2

		2012 COSTS	2014 COSTS
TOTAL ROADWAY ITEMS (3% PER YEAR ESC.	AL to 2014)	\$33,400,000	\$36,500,000
TOTAL STRUCTURE ITEMS (3% PER YEAR ES	CAL to 2014)	\$810,000	\$900,000
SUBTOTAL CONSTRUCTION COSTS	.e707.00 (0.00 0.00 0.00 0.00 0.00 0.00 0.	\$34,210,000	\$37,400,000
TOTAL RIGHT OF WAY ITEMS (3% /YEAR ESC.	AL to 2014)	\$6,400,000	\$6,500,000
TOTAL PROJECT CAPITAL OUTLAY COSTS	5	\$40,610,000	\$43,900,000
SUPPORT COSTS			
TOTAL ENVIRONMENTAL MITIGATION COSTS		\$1,500,000	\$1,500,000
PROJECT REPORT/	39200	1010111	55 55 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
ENVIRONMENTAL REPORT PHASE	1.5%	\$500,000	\$500,000
(1.5% OF CONSTRUCTION COST		00 100 000	00 100 000
FINAL PS&E (10% OF CONSTRUCTION COST)	10%	\$3,400,000	\$3,400,000
CONSTRUCTION ADMINISTRATION	15%	\$5,100,000	\$5,100,000
(15% OF CONSTRUCTION COST)	13.0 F.M. 10.	<u> </u>
TOTAL SUPPORT COSTS		\$10,500,000	\$10,500,000
TOTAL PROJECT COST		\$51,200,000	\$54,400,000
Reviewed by Brian Panteleon	(408) 453-5390	1/22/2013	_
Project Engineer	(Phone)	(Date)	- 55
Approved by Jimmy W. Sims	(408) 453-5373	1/22/2013	
Project Manager	(Phone)	(Date)	2

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

			Di	strict-County-Route	08-RIV-60
				Type of Estimate	
				PSR, PR, etc.):	PR
				PM:	28.03/30.42
				EA:	341400
				Program Code:	
				-	
I. ROADWAY ITEMS					
	Quantity	<u>Unit</u>	Unit Price	Unit Cost	Section Cost
Section 1 - Earthwork Roadway Excavation	490,000	CY	\$10	\$4,900,000	
Imported Borrow Clearing & Grubbing	44	AC	\$2,100	\$92,400	
Develop Water Supply		LS	\$40,000	\$40,000	
Roadway Excavation (ADL Material)		Lo	φ 4 0,000	\$40,000	
			<u>S</u>	ubtotal Earthwork	\$5,033,000
Section 2 Pavement Structural S	Section				
PCC Pavement (Depth)	23,800	CY	\$135.00	\$3,213,000	
RHMA-G					
HMA (Type A) (1)	1,890	TON	\$80	\$151,200	
Lean Concrete Base	4,190	CY	\$75	\$314,250	
HMA (Type C) (1)	21,680	TON	\$80	\$1,734,400	
Aggregate Base (1)	36,900	CY	\$27	\$996,300	
Aggregate Subbase (1)	5,900	CY	\$16	\$94,400	
Permeable Material Blanket					
and Edge Drains					
Sidewalks	23,700	SF	\$20	\$474,000	
			Subtotal Pavement	Structural Section	\$6,978,000
Castian 2 Designan					
Section 3 - Drainage Drainage	<u> </u>	LS	\$1,300,000	\$1,300,000	
			2	Subtotal Drainage	\$1,300,000

⁽¹⁾ Pavement Structural sections used for the estimate are from the Materials Report dated November 22, 2011. The LCCA reflects the pavement sections specified in the Materials Report dated November 22, 2011. Local roadway sections are based on the County of Riverside Standard Plans.

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

EN	CLIMINANTEN	SR 60 / Potrero I	Blvd. IC	WIWAKI	
			Dis	trict-County-Route	08-RIV-60
				Type of Estimate PSR, PR, etc.):	PR
				PM:	28.03/30.42
				EA:	341400
				Program Code:	
Section 4 - Specialty Items Retaining Walls Sound Wall	Quantity 16,700	<u>Unit</u> SF	Unit Price \$100	<u>Unit Cost</u> \$1,670,000	Section Cost
Equipment/Animal Passes Relocate Private Irrigation Facilities Landscaping/Irrigation (normally separate project) Erosion Control (DPP BMP's) Barriers and Guardrails Hazardous Waste Work	1 1 4,800	LS LS FT	\$275,000 \$220,000 \$80	\$275,000 \$220,000 \$384,000	
Fencing	9,200	FT	\$14	\$128,800	
Construction Site WPC	1	LS	\$277,000	\$277,000	
Treatment BMP's	1	LS	\$217,000	\$217,000	
Maintenance BMP's	1	LS	\$500	\$500	
Demolition	1	LS	\$60,000	\$60,000	
			Subtota	I Specialty Items	\$3,233,000
Section 5 - Traffic Items					
Lighting	1	LS	\$730,000	\$730,000	
Traffic Signals	3	EA	\$250,000	\$750,000	
Permanent Signing		10	¢500,000	¢500,000	
(+4 OH Sign Structures) Traffic Control System		LS LS	\$500,000 \$204,000	\$500,000 \$204,000	
Trailic Control System	<u></u>	LO	\$204,000	\$204,000	
Traffic Management Plan Stage Construction Pavement Delineation Ramp Meters	1 1 1 4	LS LS LS EA	\$215,400 \$560,000 \$65,000 \$100,000	\$215,400 \$560,000 \$65,000 \$400,000	
			Subt	otal Traffic Items	\$3,425,000
			TOTAL SE	CTIONS 1 thru 5_	\$19,970,000

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

					District-County-Route	08-RIV-60
					Type of Estimate	PR
					PSR, PR, etc.): _ PM:	28.03/30.42
					EA:	341400
					Program Code:	041400
					Unit Cost	Section Cost
Section 6 - Minor Items						
Subtotal Sections 1 thru 5		\$19,970,000	_×_	15%	\$2,996,000	
					TOTAL MINOR ITEMS:	\$2,996,000
		201				
Section 7 - Roadway Mob Subtotal Sections 1 thru 5	ilizatio					
Minor Items		\$19,970,000 \$2,996,000	•			
willor items	Sum	\$2,966,000	×	15%	\$3,445,000	
	Ouiii	Ψ22,300,000	-^-			
				TOTAL ROAL	DWAY MOBILIZATION:	\$3,445,000
Section 8 - Roadway Addi	tions					
Supplemental Work						
Subtotal Sections 1 thru	15	\$19,970,000	-00			
Minor Items		\$2,996,000				
	Sum	\$22,966,000	_X	15%	\$3,445,000	
Contingencies						
Subtotal Sections 1 thru	15	\$19,970,000	-0			
Minor Items		\$2,996,000				
	Cum	\$22,966,000	_x_	15%	\$3,445,000	
	Sum			TOTAL F	ROADWAY ADDITIONS	\$6,890,000
				TO	TAL ROADWAY ITEMS	\$33,400,000
					(Subtotal Sections 1 - 8)	
Estimate prepared by:		Brian Pantaleon		(408) 4	53-5373	01/22/13
Louinate propared by.		(Print Name)			one)	(Date)
		(i init ivaille)		(F11	one)	(Date)

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

	(Print Name)	(Phone)	(Date)
Estimate Prepared By:	Brian Pantaleon	(408) 453-5373	01/22/13
COMMENTS:		TOTAL STRUCTURES ITEI (Sum of Structures plus Railroad Item	
Railroad Related Costs		SUBTOTAL RAILROAD ITEI	
II. STRUCTURES ITEMS Bridge Name Structure Type Width (out to out) - (FT) Span Lengths - (FT) Total Area (SF) Footing Type (pile/spread) Cost per Sq. FT. (incl. 10% mobilization and 25% contingency) Total Cost For Structure	Structure (1) Route 60 Widen Exist Bridge (EB) 14.0 63.0 882 \$910 \$810,000	District-County-I Type of Estimate PSR, PR, Program (Structure (2) (3) SUBTOTAL STRUCTURE ITEI	e etc.): PR

08-RIV-60

PR

341400

28.03/30.42

District-County-Route
Type of Estimate
PSR, PR, etc.):

Program Code:

PM:

EA:

PRELIMINARY PROJECT COST ESTIMATE SUMMARY

III. RIGHT OF WAY ITEMS A. Acquisition, including excess lands and damages to remainder(s) and Goodwill B. Utility Relocation (State/Local share) C. Relocation Assistance D. Clearance/Demolition \$0 \$7,000	
and damages to remainder(s) and Goodwill \$4,963,000 B. Utility Relocation (State/Local share) \$1,395,000 C. Relocation Assistance \$0 D. Clearance/Demolition \$0	
C. Relocation Assistance \$0 D. Clearance/Demolition \$0	
D. Clearance/Demolition \$0	
77% D2000000000000000000000000000000000000	
E. Title and Esercia Food	
E. Title and Escrow Fees \$7,000	
F. SB1210\$35,000_	
TOTAL RIGHT OF WAY ITEMS \$6,400,000	
Anticipated Date of Right of Way Certification (Date to which Values are Escalated) March 2013	
F. Construction Contract Work	
Brief Description of Work:	
	
Estimate prepared by: Brian Pantaleon (408) 453-5373 01/22 (Print Name) (Phone) (Dat	13

ATTACHMENT Q

APPROVED FACT SHEET – JANUARY 2012 APPROVED FACT SHEET – NOVEMBER 1995 (Title Pages Only)

08 - RIV - 60, PM 28.03/30.42 EA 341400 PN 0800000612 RU 2232 Local Funds 800.100 Project Cost \$74.6 million

TO MANDATORY DESIGN STANDARDS

POTRERO BLVD AND STATE ROUTE 60

NEW INTERCHANGE

Prepared by: 12/12/11 (408)-453-5373 Jimmy W. Sims, PE Date Telephone Project Manager Mark Thomas & Company, Inc. Submitted By (951) 769-8520 Rebecca Deming Date Telephone **Planning Director** City of Beaumont 12/19/1 Recommended (909) 383-6999 For Approval Du Lu, PE Date Telephone District Oversight Engineer Design | Oversight Concurrence (909) 383-7582 Christy Connors Ву Telephone **Deputy District Director** Design/Engineering Services Approved (916) 651-6551 Ву Luis Betancourt Date Telephone **Design Coordinator HQ Division of Design**



08-RIV-60- K.P. 45.020 / 48.656 Potrero Blvd IC 08213-34140k \$15.1M to \$15.5M

FACT SHEET

EXCEPTION(S) FROM MANDATORY DESIGN STANDARDS

Prepared by:	6	PROFESSIONAL	
Juny 11) 2	5m	AM' OF SERVICE	
Registered Civil Engi	neer	No. 35458	
. regionered or in Engl	14/	*	
	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	C/VIL OF CALEGO	ma carlilana
Submitted by:	January W Or -		909.884.4777
	JIMMY W. SIMS	Date	Telephone
	Design Engineer		
	Korve Engineering, Inc.		
	7 7		
Recommended for Approval by:	Bayall		909-787-7906
	SAFAA BÁYATI	Date	Telephone
	Project Manager		
	M/_		
Concurrence by:	1911		939-388-7044
	DON WEAVER	Date	Telephone
	District Division Chief		
	Riverside County Design		
Approved by:	Ron Nelson		916-853-3866 Telephone
	Project Development Coordinator for Chief, OPPD		

ATTACHMENT R

PROJECT DEVELOPMENT
AND
CONSTRUCTION
COOPERATIVE AGREEMENTS

(Phase 1 – 34141)

(Phase 2 - 34142)

08-Riv-60- PM 28.0/30.2 New IC on SR-60 at Potrero Blvd between Jackrabbit Trail and I-10 EA 341400 District Agreement No. 8-1334

PROJECT DEVELOPMENT COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on <u>faluated</u> 28, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

CITY OF BEAUMONT, 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 sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within CITY's jurisdiction.
- 2. CITY desires to construct a new interchange on State Route 60 (SR-60) at Potrero Boulevard between Jackrabbit Trail and Interstate 10 (I-10)/SR-60 freeway-to-freeway interchange to the east in the City of Beaumont, referred to herein as "PROJECT."
- 3. CITY is willing to fund one hundred percent (100%) of all capital outlay and support costs, except that the costs of STATE's Independent Quality Assurance (IQA) of PROJECT development and right of way activities and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and if applicable, the National Environmental Policy Act (NEPA) Lead Agency in the review and approval, if appropriate, of the PROJECT environmental documentation prepared entirely by CITY.
- 4. STATE funds will not be used to finance any of the PROJECT capital and support costs except as set forth in Recital 3 above.
- 5. STATE will perform the Value Analysis (VA) Study for PROJECT. The CITY will fund one hundred percent (100%) of all costs incurred for the VA Study, except for STATE's Independent Quality Assurance costs, not to exceed \$70,000.
- 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 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 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 the 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, designed, and financed.

SECTION I

CITY AGREES:

- 1. To fund one hundred percent (100%) of all PROJECT development costs, except for costs of STATE's IQA, STATE's review, comment and approval if appropriate, of the PROJECT environmental documentation for CEQA and if applicable, the NEPA process.
- 2. To not use STATE funds for any PROJECT capital and support costs.
- 3. All PROJECT work performed by CITY, or performed on CITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
- 4. To deposit with STATE within twenty-five (25) days of receipt of billing therefor, which billing will be forwarded immediately following the completion of STATE's VA studies for PROJECT, the amount of the actual cost for VA studies, except for STATE's Independent Quality Assurance costs, not to exceed \$70,000.
- 5. All PROJECT work, except as set forth in this Agreement, is to be performed by CITY. Should CITY request that STATE perform any portion of PROJECT work except as otherwise set forth in this Agreement, CITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
- 6. 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.

- 7. 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.
- 8. To permit STATE to monitor, participate, and oversee the selection of personnel who will prepare the PR, conduct environmental studies and prepare environmental documentation, prepare the PS&E, provide right of way engineering services, and provide right of way acquisition services for PROJECT. 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, and/or other pertinent criteria.
- 9. To submit to STATE for review and concurrence all Right of Way Engineering Land-Net Maps 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 Plans Preparation Manual, STATE's Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.
- 10. Personnel who prepare the PS&E and environmental documentation, including the investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, right of way acquisition, construction, and/or to make design revisions for contract change orders.
- 11. 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.
- 12. To make written application to STATE for necessary encroachment permits authorizing entry of CITY or CITY's contractor onto the SHS right of way to perform surveying and other investigative activities required for preparation of the PR, environmental documentation, and/or PS&E.
- 13. 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.
- 14. If any existing 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 timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations and STATE's policies and procedures, standards, practices and applicable agreements including, but not limited to, Freeway Master Contracts.

- 15. 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 SHS 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 SHS encroachment permits.
- 16. To acquire and furnish all right of way, if any, outside of the existing SHS 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 IQA to ensure that the completed work and title to property acquired for PROJECT is acceptable for incorporation into the SHS right of way.
- 17. 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.
- 18. 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.
- 19. 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 SHS 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.
- 20. To be responsible for, and to the STATE's satisfaction, 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 preliminary engineering work. If CITY discovers hazardous material or contamination within the PROJECT study area during said investigation, CITY shall immediately notify STATE.

- 21. 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 18 of Section III of this Agreement.
- 22. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.
- 23. A copy of all original 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.
- 24. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
- 25. To submit to STATE a list of STATE horizontal and vertical control monuments which will be used to control surveying activities for PROJECT.

SECTION II

STATE AGREES:

1. At no cost to CITY, to complete STATE's review and approval as CEQA and if applicable, NEPA Lead Agency of the environmental documents prepared and submitted by CITY and to provide IQA of all CITY work necessary for completion of the PR, VA Studies, 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, VA Studies, and PS&E for PROJECT.

- 2. Upon proper application by CITY and by CITY's contractor, to issue, at no cost to CITY and CITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.
- 3. To submit a billing for the actual cost of VA studies for PROJECT, which billing will be forwarded within fifteen (15) days after the completion of VA Studies. Such billing is not to exceed \$70,000.

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. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT PR, VA studies, 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 then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck of any work performed by CITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by CITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA 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 Project Study Report (PSR) for PROJECT, approved on November 29, 1995, 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 environmental documentation and/or Federal Highway Administration (FHWA) approval of PROJECT.
- 5. The design, right of way acquisition, and preparation of environmental documentation 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 the effect of proposed and/or required changes on PROJECT.

6. STATE will be the CEQA Lead Agency and CITY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. CITY will assess PROJECT impacts on the environment and CITY 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. CITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, 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 these additional tasks by CITY.

- 7. CITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits and/or agreements from the appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits and/or agreements, those said costs shall be paid by CITY, as a PROJECT cost.
- 8. CITY 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.
- 9. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
- 10. CITY, subject to STATE's prior review and approval, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and is 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 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 overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. CITY, to the satisfaction of STATE and subject to all of STATE's and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. STATE will participate as CEQA lead agency and if applicable, the NEPA Lead Agency in all public meetings/hearings related to the CEQA environmental process and if applicable the NEPA environmental process for PROJECT. CITY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such public meetings/hearings. STATE, maintain(s) final editorial control of exhibits, handouts or other material to be used at the public meetings/hearings.

- In the event CITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, CITY must clarify in any meeting/hearing notices, exhibits, handouts or other material that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency and CITY 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. CITY 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 the 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. 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.
- 14. Any hazardous material or contamination of an HM-1 category found within the existing SHS right of way during PROJECT 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 PROJECT shall be the responsibility of CITY. For the purpose of this Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within the existing SHS 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 borne by CITY. CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within a local road right of way or other property. While STATE will exert every reasonable 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 that corrective funding or CITY may proceed with the remedy or remedial action as a PROJECT expense without any subsequent reimbursement by STATE.

- 15. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing SHS right of way shall be the responsibility of CITY, at CITY's expense, if CITY decides to proceed with PROJECT. For the purposes of this Agreement any 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 had PROJECT not proceeded. CITY shall sign any HM-2 manifest if PROJECT proceeds and HM-2 material is removed in lieu of being managed in place.
- 16. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way acquired by or on account of CITY for PROJECT, CITY shall be responsible, at CITY's expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.
- 17. Remedial actions proposed by CITY on the SHS right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards and practices mandated by those Federal and State regulatory agencies.
- 18. A separate Cooperative Agreement or agreements will be required to address Landscape Maintenance, and to cover responsibilities and funding for the construction phase of PROJECT.
- 19. 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.

- 20. 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 or arising under this Agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless STATE and all of 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 CITY under this Agreement.
- 21. 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 or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless CITY and all of 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.
- 22. Prior to the commencement of any work pursuant to this Agreement, either STATE or CITY may terminate this Agreement by written notice to the other party.
- 23. 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.
- 24. Those portions of this Agreement pertaining to the completion of PROJECT shall terminate upon the satisfactory completion of all post-construction obligations of CITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2014, 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 claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

CITY OF BEAUMONT

WILL KEMPTON

Director

By: X)M

By: <u>V/</u>s MICHAI

MIÇHAEL A. PEROVIĆH

District Director

Attest: \

CITY Clerk

APPROVED AS TO FORM AND PROCEDURE:

By:

Department of Transportation

APPROVED AS TO FORM AND PROCEDURE:

By:

CITY Counsel

CERTIFIED AS TO FUNDS:

Dru

District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS

AND POLICIES:

Rv.

Accounting Administrator



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
FAX (951) 769-8526
Email: cityhall@ci.beaumont.ca.us
www.ci.beaumont.ca.us

Minute Decree

Beaumont City Council Meeting of February 5, 2008 Agenda Item 3.I

Approval of a Cooperative Agreement with Caltans for Potrero Blvd Interchange and Authorize the Mayor to Execute the Agreement.

Recommendation: Approve as presented.

Motion by Council Member Fox, Seconded by Council Member Killough to approve the cooperative agereement with Caltrans for Potrero Blvd. Interchange and authorize the Mayor to execute the agreement. Vote: 5/0

Certification

I hereby certify that the forgoing is a full, true and correct copy of an order made and entered in the City Council Minutes of February 5, 2008.

DATE: February 11, 2008

Shelby Hanvey

Administrative Services/Manager/

Deputy City Clerk

State of California County of Kiverside On Feb. 11,2008 before me, Shaina Harwood, Notary Public Date before me, Shaina Harwood, Notary Public Here Insert Name/and Title of the Officer Description of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of SHAINA HARWOOD which the person(s) acted, executed the instrument. Commission # 1734001 Notary Public - California **Eivenide County** I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Place Notary Seal Above - OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Document Date: _____ Number of Pages: _____ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name:_____ Signer's Name: ☐ Individual Individual ☐ Corporate Officer — Title(s): ___ Corporate Officer — Title(s): __ Partner — Limited General □ Partner — □ Limited □ General OF SIGNER ☐ Attorney in Fact ☐ Attorney in Fact Top of thumb here Top of thumb here [] Trustee □ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator Other: ______ Other: Signer Is Representing: Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CONSTRUCTION COOPERATIVE AGREEMENT

This agreement, effective on 2000 26, 2017, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Beaumont, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

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

RECITALS

- 1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
- 2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the construction of the six lane overcrossing (Phase 1) at Potrero Boulevard on State Route 60 (SR-60) between Interstate 10 (I-10) and Jackrabbit Trail.
 - For the purpose of this agreement, construction of the six lane overcrossing (Phase 1) at Potrero Boulevard on SR-60 between I-10 and Jackrabbit Trail will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the construction will be referred to as OBLIGATIONS.
- 3. This agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.
- 4. Prior to this agreement, CITY developed the Project Report (Cooperative Agreement No. 1334 and 1334 A/1); CITY is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 1334 and 1334 A/1); and CITY is developing the Right of Way Certification (Cooperative Agreement No. 1334 and 1334 A/1).
- 5. CITY prepared the environmental documentation for PROJECT.
- 6. The estimated date for OBLIGATION COMPLETION is December 31, 2016.
- 7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

- 9. CITY is SPONSOR for 100% of PROJECT.
- 10. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. 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.
- 11. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
- 12. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
- CALTRANS is the CEQA lead agency for PROJECT.
- 14. CALTRANS is the NEPA lead agency for PROJECT.
- 15. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

- PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
- 17. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The District Construction Division, with input from Structure Construction must approve the Quality Management Plan (QMP) before the encroachment permit for construction is issued.
- 18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
- 19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.

- 20. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
- 21. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
- 22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
- CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.
 - Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.
- 24. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
- 25. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.
 - PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
- 26. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
- 27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

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

- accumulate and segregate incurred PROJECT costs, and provide billing and payment support.
- 38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.
- 39. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements

The federal cost principles and administrative requirements associated with each organization type apply to that organization.

Organization Type	Cost Principles	Administrative Requirements	
Federal Governments	2 CFR Part 225	OMB A-102	
State and Local Government	2 CFR, Part 225	49 CFR, Part 18	
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215	
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215	
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18	

CFR (Code of Federal Regulations)

OMB (Office of Management and Budget)

Related URLs:

Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars

Code of Federal Regulations: http://www.gpoaccess.gov/CFR

- 40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
- 41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
- PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of

operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

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

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

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

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

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

- 46. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
- 47. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
- 48. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.
- 49. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.
- 50. If the Resident Engineer is not also a registered Landscape Architect, CITY will furnish, at CITY expense and subject to approval of CALTRANS Landscape Architecture, a

registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspection and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work, consistent with any applicable measures in the environmental commitments record. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

51. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "AsBuilt" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey). CITY shall also submit corrected full-sized hardcopy structure plans.

Scope: Environmental Permits, Approvals and Agreements

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

Environmental Permits							
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend	
404 USACOE	CITY	CITY	CITY	CITY	CITY	CITY	
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY	
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY	
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY	

Scope: CONSTRUCTION

53. CITY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

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

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water

Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

- 54. CITY will provide a RESIDENT ENGINEER, licensed to practice Civil Engineering in the State of California, and construction support staff that are independent of the design engineering company and construction contractor.
- 55. IMPLEMENTING AGENCY will implement change construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000.
 - CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.
- 56. IMPLEMENTING AGENCY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
- 57. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.
- 58. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
- 59. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
- 60. CALTRANS will make SFM available at a CALTRANS-designated location after CITY requests SFM and pays CALTRANS' invoice for estimated SFM costs.
- 61. CITY will prepare a Quality Management Plan (QMP) for WBS activity 5.270.35.20 (Source Inspection), and will submit it to CALTRANS for review and approval.

- After CITY submits the proper permit application and CALTRANS approves the QMP, CALTRANS will issue the encroachment permit(s) for the construction contract.
- 62. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.
- 63. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

COST

Cost: General

- 64. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
- 65. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
- 66. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
- 67. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
- 68. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.
- 69. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
- 70. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
- 71. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
- 72. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

- 73. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
- 74. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
- 75. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.
- 76. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

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

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

- 77. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
- 78. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
- 79. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
- 80. 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.

81. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each

PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time are PARTNERS amend this agreement.

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

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

Cost: Environmental Permits, Approvals and Agreements

83. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: CONSTRUCTION Support

84. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until PARTNERS execute a separate maintenance agreement.

Cost: CONSTRUCTION Capital

85. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice CITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

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

SCHEDULE

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

GENERAL CONDITIONS

87. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

- 88. 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.
- 89. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
- 90. 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 CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.
 - It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.
- 91. 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 CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.
 - It is understood and agreed that CITY 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 CITY and/or its agents under this agreement.
- 92. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
- 93. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
- 94. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

- 95. 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.
- 96. 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.
- 97. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
- 98. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. 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.

- 99. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
- 100. 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 PARTNERS will automatically sever those provisions from this agreement.
- 101. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

- 102. 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.
- 103. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
- 104. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, 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.
- 105. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

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

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

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

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

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

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- OBLIGATIONS COST A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- PROJECT COST A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- PARTNER COST A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA - Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

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

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

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

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

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

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

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

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

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST - See COST.

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

PARTNER – Any individual signatory party to this agreement.

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

PROJECT – The undertaking to complete the construction of the six lane overcrossing (Phase 1) at Potrero Boulevard on State Route 60 (SR-60) between Interstate 10 (I-10) and Jackrabbit Trail.

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

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

• **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

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

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

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

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

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

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

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

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this agreement.

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. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Jamal Elsaleh, Program/Project Management Office Chief 464 West 4th Street, 6th Floor, (MS-1229)

San Bernardino, California 92401-1400

Office Phone: (909) 383-6710 Mobile Phone: (909) 289-5979 Fax Number: (909) 383-4960 Email: jamal.elsaleh@dot.ca.gov

The primary agreement contact person for CITY is:

Alan C. Kapanicas, City Manager

550 E. Sixth Street

Beaumont, California 92223 Office Phone: (951) 769-8520 Email: ernestegger@gmail.com

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	CITY OF BEAUMONT
APPROVED	APPROVED
By: My Wolfe, PhD District Director Date: 125/12 CERTIFIED AS TO FUNDS:	By: Bue E Alford Mayor Date: 1-17-12 By: CITY Clerk Mayor By: CITY Clerk
By: Limbacker	Date: 1-17-12
Lisa Pacheco	APPROVED AS TO FORM AND PROCEDURE
Budget Manager	$\bigcap_{i} \bigcap_{i} \bigcap_{j} \bigcap_{j} \bigcap_{i} \bigcap_{j} \bigcap_{i} \bigcap_{j} \bigcap_{i} \bigcap_{j} \bigcap_{i} \bigcap_{j} \bigcap_{i} \bigcap_{j} \bigcap_{j$
Date: 1-23-12	By: CVTY Counsel
	Date:
	And the state of t

SCOPE SUMMARY

4	2	9	7	80	Description	CALTRANS	CITY	N/A
5	270				Construction Engineering and General Contract Administration	417	Х	11,2
		10	2/4		Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		Х	
		25			Construction Contract Administration Work		Х	
			05		Secured Lease for Resident Engineer Office Space or Trailer	Anta	Х	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		Х	
			20		Progress Pay Estimates		Х	
			25		Weekly Statement of Working Days		Х	
			30		Construction Project Files and General Field Office Clerical Work		Х	
			35		Labor Compliance Activities	1111	X	
			40		Approved Subcontractor Substitutions		Х	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
	7211	77.5	99	2711	Other Construction Contract Administration Products		X	
		30		10	Contract Item Work Inspection		X	M
		35			Construction Material Sampling and Testing		Х	
		40			Safety and Maintenance Reviews		Х	
		45			Relief From Maintenance Process		Х	
		55			Final Inspection and Acceptance Recommendation		Х	
		60	14 - 15 T		Plant Establishment Administration		Х	
		65			Transportation Management Plan Implementation During Construction		Х	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		Х	
		99			Other Construction Engineering and General Contract Administration		Х	
5	275				Construction Engineering and General Contract Administration of Structures Work		Х	
5	285				Contract Change Order Administration		Х	
5	290				Resolve Contract Claims		Х	
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		Х	
4	300				Final Right of Way Engineering		X	

FUNDING SUMMARY

Subtotal Funds Type	\$1,600,000	\$1,000,000	\$855,000	\$1,470,000	\$750,000	\$200,000	\$16,805,000	\$22,480,000
Subtotal Capital	\$1,600,000	\$1,000,000	\$855,000	\$1,470,000	\$750,000	\$200,000	\$13,800,000	\$19,675,000
Subtotal Support	\$0	0\$	0\$	\$0	\$0	0\$	\$2,805,000	\$2,805,000
Support CON	\$0	80	\$0	\$0	\$0	\$0	\$2,805,000	\$2,805,000
CON Capital	\$1,600,000	\$1,000,000	\$855,000	\$1,470,000	\$750,000	\$200,000	\$13,800,000	\$19,675,000
Fund Type	DEMO SAFETEA-LU	FFY 2006 Appropriation Earmark	Section 125 Surface Transportation	Section 129 Surface Transportation	Surface Transportation Program	City (Matching)	Local	Subtotals by Component
Funding Partner	CITY	CITY	CITY	CITY	CITY	CITY	CITY	
Funding Source	FEDERAL	FEDERAL	FEDERAL	FEDERAL	FEDERAL	LOCAL	LOCAL	



Beaumont

550 E. 6th Street Beaumont, CA 92223 (951) 769-8520 FAX (951) 769-8526 Email: cityhall@ci.beaumont.ca.us www.ci.beaumont.ca.us

> Minute Decree Beaumont City Council Meeting of January 17, 2012

Approval of Construction Cooperative Agreement with Caltrans for Potrero Blvd. Interchange (Phase 1)

Recommendation: Staff recommends that the City Council approve the Construction Cooperative Agreement (Phase 1) with Caltrans and authorize the Mayor to execute the agreement.

Mayor De Forge moved Item 3.f moved to item 4.e for discussion

Motion by Council Member Berg, Seconded by Council Member Castaldo approve as presented. Vote: 4/1 (Council Member Gall voted no)

Certification

I hereby certify that the forgoing is a full, true and correct copy of an order made and entered in the City Council Minutes of January 17, 2012.

DATE: January 18, 2012

Shelby Hanvey

Administrative Services Manager/

Deputy City Clerk

DEPARTMENT OF TRANSPORTATION

DISTRICT 8
AGREEMENTS (MS 1068)
464 WEST 4TH STREET, 6TH FLOOR
SAN BERNARDINO, CA 92401-1400
PHONE (909) 383-4068



March 13, 2012

Mr. Ernie Egger Director of Planning City of Beaumont 550 East 6th Street Beaumont, CA 92223 08-RIV-60-28.3/30.0 EA: 34142 District Agreement 08-1526 Project Number 0800020445

Dear Mr. Egger:

Enclosed for your records are two (2) executed Cooperative Agreements between the State of California Department of Transportation and the City of Beaumont for the above-referenced project.

If you need more information, please contact me at (909) 383-4068.

Sincerely,

DENISE CRA Office Chief Agreements

Enclosures

c: Jason Bennecke, Program/Project Management

CONSTRUCTION COOPERATIVE AGREEMENT

This agreement, effective on \(\lambda \) \

City of Beaumont, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

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

RECITALS

- 1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
- 2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete construction of the ramps and local street connections necessary for the Potrero Boulevard Interchange (Phase 2) on State Route 60 (SR-60), between Interstate 10 and Jackrabbit Trail.
 - For the purpose of this agreement, construction of the ramps and local street connections necessary for the Potrero Boulevard Interchange (Phase 2) on State Route 60 (SR-60), between Interstate 10 and Jackrabbit Trail, will be referred to as PROJECT. All responsibilities assigned in this agreement to complete construction will be referred to as OBLIGATIONS.
- 3. This agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.
- 4. Prior to this agreement, CITY developed the Project Report (Cooperative Agreement No. 1334 and 1334 A/1); CITY is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 1334 and 1334 A/1); and CITY is developing the Right of Way Certification (Cooperative Agreement No. 1334 and 1334 A/1).
- 5. CITY prepared the environmental documentation for PROJECT.

- 6. The estimated date for OBLIGATION COMPLETION is December 31, 2016.
- 7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
- 8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

- 9. CITY is SPONSOR for 100% of PROJECT.
- 10. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. 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.
- 11. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
- 12. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
- 13. CALTRANS is the CEQA lead agency for PROJECT.
- 14. CALTRANS is the NEPA lead agency for PROJECT.
- 15. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

- 16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
- 17. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The District Construction Division, with input from Structure Construction must approve the Quality Management Plan (QMP) before the encroachment permit for construction is issued.
- 18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

- 19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.
- 20. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
- 21. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
- 22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
- 23. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.
 - Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.
- 24. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
- 25. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.
 - PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
- 26. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make

- PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
- 27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
- 28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
- 29. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
- 30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
- 31. 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.
- 32. 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.
- 33. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
- 34. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.
 - CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
- 35. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
- 36. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities

- for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
- 37. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.
- 38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

Applicable Cost Principles and Administration Requirements

The federal cost principles and administrative requirements associated with each organization type apply to that organization.

Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1,	49 CFR, Part 18
	Part 31	

CFR (Code of Federal Regulations)

OMB (Office of Management and Budget)

Related URLs:

Various OMB Circular:

http://www.whitehouse.gov/omb/grants_circulars

• Code of Federal Regulations:

http://www.gpoaccess.gov/CFR

- 39. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
- 40. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
- 41. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

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

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

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

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

- 42. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
- 43. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

- 44. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
- 45. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
- 46. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.
- 47. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.
- 48. If the Resident Engineer is not also a registered Landscape Architect, CITY will furnish, at CITY expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and

landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspection and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work, consistent with any applicable measures in the environmental commitments record. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

49. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "AsBuilt" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey). CITY shall also submit corrected full-sized hardcopy structure plans.

Scope: Environmental Permits, Approvals and Agreements

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

Environmental Permits								
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend		
404 USACOE	CITY	CITY	CITY	CITY	CITY	CITY		
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY		
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY		
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY		

Scope: CONSTRUCTION

51. CITY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

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

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water

- Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.
- 52. CITY will provide a RESIDENT ENGINEER, licensed to practice Civil Engineering in the State of California, and construction support staff that are independent of the design engineering company and construction contractor.
- 53. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000.
 - CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.
- 54. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.
- 55. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
- 56. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
- 57. CALTRANS will make SFM available at a CALTRANS-designated location after CITY requests SFM and pays CALTRANS' invoice for estimated SFM costs.
- 58. CITY will prepare a Quality Management Plan (QMP) for WBS activity 5.270.35.20 (Source Inspection), and will submit it to CALTRANS for review and approval.
 - After CITY submits the proper permit application and CALTRANS approves the QMP, CALTRANS will issue the encroachment permit(s) for the construction contract.

- 59. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.
- 60. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

COST

Cost: General

- The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
- 62. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
- 63. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
- 64. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
- 65. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.
- 66. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
- 67. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
- 68. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
- 69. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
- 70. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
- 71. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.

- 72. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.
 - Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.
 - If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.
- 73. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
- 74. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
- 75. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
- 76. 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.
- 77. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.
 - Each PARTNER may request reimbursement for these costs during the amendment process.
- 78. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

79. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: CONSTRUCTION Support

80. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until PARTNERS execute a separate maintenance agreement.

Cost: CONSTRUCTION Capital

81. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice CITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

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

SCHEDULE

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

GENERAL CONDITIONS

- 83. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
- 84. 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.
- 85. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
- 86. 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 CALTRANS

and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

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

- 87. 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 CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.
 - It is understood and agreed that CITY 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 CITY and/or its agents under this agreement.
- 88. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
- 89. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
- 90. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
- 91. 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.
- 92. 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.
- 93. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

94. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. 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.

- 95. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
- 96. 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 PARTNERS will automatically sever those provisions from this agreement.
- 97. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
- 98. 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.
- 99. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
- 100. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, 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.

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

DEFINITIONS

CALTRANS – The California Department of Transportation

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

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

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

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

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

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- PROJECT COST A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

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

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

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

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

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

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

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

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

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

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

PARTNER – Any individual signatory party to this agreement.

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

PROJECT – The undertaking to complete construction of the ramps and local street connections necessary for the Potrero Boulevard Interchange (Phase 2) on State Route 60 (SR-60), between Interstate 10 and Jackrabbit Trail.

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

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

PROJECT COST - See COST.

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

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

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

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

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to*

Capital Project Delivery Workplan Standards (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

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

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

SFM (State Furnished Material) - Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this agreement.

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. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is: Jamal Elsaleh, Program/Project Management Office Chief 464 West 4th Street, 6th Floor, (MS-1229)
San Bernardino, California 92401-1400
Office Phone: (909) 383-6710

Office Phone: (909) 383-6710 Mobile Phone: (909) 289-5979 Fax Number: (909) 383-4960 Email: jamal.elsaleh@dot.ca.gov

The primary agreement contact person for CITY is: Ernie Egger, Director of Planning 550 E. Sixth Street Beaumont, California 92223

Office Phone: (951) 769-8520 Email: ernestegger@gmail.com

SIGNATURES

PARTNERS declare that:

STATE OF CALIFORNIA

- 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.

CITY OF BEAUMONT

DEPARTMENT OF TRANSPORTATION	
APPROVED	APPROVED
By: Kar Wolfe By Start of District Director Date: 3/12/12	By: By: Boy Boy Date: 2-7-12
CERTIFIED AS TO FUNDS:	CITY Clerk Curry Departy
By: Janh Packer	Date: 2-10-12
Lisa Pacheco	APPROVED AS TO FORM AND PROCEDURE
Budget Manager Date: 3/2/20/2	By: CITY Counsel Date: 2/14/12

SCOPE SUMMARY

4	5	9	7	80	Description	CALTRANS	СІТУ	N/A
5	270				Construction Engineering and General Contract Administration		х	
		10			Construction Staking Package and Control		Х	
		15			Construction Stakes		Х	
		20			Construction Engineering Work		Х	
		25			Construction Contract Administration Work		Х	
			05		Secured Lease for Resident Engineer Office Space or Trailer		Х	
			10		Set Up Construction Project Files		Х	
			15		Pre-Construction Meeting		Х	
			20		Progress Pay Estimates		Х	
			25		Weekly Statement of Working Days		Х	
			30		Construction Project Files and General Field Office Clerical Work		х	
			35		Labor Compliance Activities		Х	
			40	<u> </u>	Approved Subcontractor Substitutions		Х	
			45		Coordination		Х	
			50		Civil Rights Contract Compliance		Х	
			99		Other Construction Contract Administration Products		Х	
		30			Contract Item Work Inspection		Х	
		35			Construction Material Sampling and Testing		Х	
		40			Safety and Maintenance Reviews		Х	
		45			Relief From Maintenance Process		Х	
		55			Final Inspection and Acceptance Recommendation		Х	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		х	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		х	
		99			Other Construction Engineering and General Contract Administration		х	
5	275				Construction Engineering and General Contract Administration of Structures Work		х	
5	285				Contract Change Order Administration	<u> </u>	Х	
5	290				Resolve Contract Claims		Х	<u> </u>
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		х	
4	300				Final Right of Way Engineering		Х	

FUNDING SUMMARY

Subtotal Funds Type	\$39,395,000	\$39,395,000
Subtotal Gapital	\$32,000,000	\$32,000,000
Subtotal ToqquS	\$7,395,000	\$7,395,000
gnbbоц СОИ	\$7,395,000	\$7,395,000
CON Capital	\$32,000,000	\$32,000,000
Fund Type	Local	Subtotals by Component
Funding Partner	CITY	
Funding Source	LOCAL	



Minutes
Beaumont City Council
Beaumont Financing Authority
Beaumont Utility Authority
Beaumont Charitable Foundation
Beaumont Conservation Authority
550 E. 6th Street, Beaumont, California
Regular Session (6:00 p.m.)
Workshop (After Regular Session)
Closed Session (after Workshop Session)
Tuesday, February 7, 2012

REGULAR SESSION

Regular Session to begin at 6:00 p.m.

Place: Civic Center, Room 5

Roll Call: Mayor Berg, Mayor Pro Tem Castaldo, Council Member

De Forge, Council Member Fox, and Council Member Gall were present.

Invocation:

Dwight Addlemen - Lifespring Christian Church

Pledge of Allegiance:

Beaumont Police Explorers

Presentation:

Beaumont Police Explorers
Beaumont High School Boys' Water Polo Proclamation

Adjustments to Agenda:

None

- 1. <u>COUNCIL REPORTS</u> (This is the portion of the agenda where the City Council will present updates on city actions taken, committee assignments, and training and travel)
 - a) Mayor Berg Veterans Expo, RCTC Workshop Update
 - b) Mayor Pro Tem Castaldo Veterans Expo, Brookside Improvements Tour, Rotary Spaghetti Bowl, Complements on Christmas Light Parade, Would like to institute a program to recognize a Community Member at each Council Meeting.
 - c) Council Member De Forge Beaumont Chamber Meeting Update, Spaghetti Bowl - Rotary
 - d) Council Member Fox Veterans Expo, Transportation Update, Public Safety Memorial
 - e) Council Member Gall Veterans Expo, Rotary Spaghetti Bowl, Brookside Improvements, Veteran Committee Appointment

2. CITY MANAGER REPORTS

- a. Beaumont Charitable Foundation (made up of donations from citizens, employees and contractors)
 - 1) Financial Update
- b. Community Information and Local Project Update
 - 1) Financial Update
 - 2) Preliminary 2012-2013 Budget Schedule
 - 3) Information Social (IS)
 - 4) Centennial Updates
 - 5) Construction Update
 - 6) Successor Agency Update (Formerly RDA)
 - 7) BCAT Update
- c. Calendar of Events
 - 1) February 4, 2012 Low Cost Animal Shot Clinic Civic Center
 - 2) February 9, 2012 Information Social with Hot Cocoa
 - 3) February 18, 2012 Stateline Turn-Around-Trip
 - 4) February 20, 2012 Civic Center Closed Presidents Day
 - 5) March 10, 2012 Polar Plunge Special Olympics Big Bear
 - 6) 1st Wednesday of each Month Beaumont Care Awareness Team
 - 7) 2nd and 3rd Wednesday of Each Month Story Time Café
- d. Rumor Control and Report on Oral and Written Communications

3. ACTION ITEMS/PUBLIC HEARING/REQUESTS

- a. Consent Calendar
 - Approval of all Ordinances and Resolutions to be read by title only and publish by summary
 - 2. Approval of the Minutes of the City Council Meeting January 17, 2012
 - 3. Approval of the Warrant List for February 7, 2012.
 - 4. Denial of Claim Hector Martinez
 - 5. Denial of Claim Javier Cano
 - 6. Denial of Claim Ana Carrillo
 - 7. Denial of Claim Beaumont Unified School District
 - 8. Denial of Claim Riverside County Office of Education
 - Denial of Claim Mt. San Jacinto Community College District
 - 10. Adoption of Ordinance No. 1010 at its second reading by title only An Ordinance of the City Council of the City of Beaumont, California Adding Chapter 13.24 to the Beaumont Municipal Code Entitled "Storm Water and Urban Runoff Management" and Repealing Ordinance No. 763
 - 11. Approval of Tow Agreement with Cash Boy Towing to remove abated vehicles. (moved to item 4h for further discussion)
 - Adopt Resolution No. 2012-03 A Resolution of the City Council of the City of Beaumont in Support of the transfer of Ontario International Airport (ONT) to Local Control
 - 13. Approval of Charitable Funding Request: Boys Scouts of America
 - 14. Receive and File the City of Beaumont Update of the Adopted Enforceable Obligation Payment Schedule related to the Former RDA

Recommendation: Approval of the Consent Calendar as presented. Items on the consent calendar are taken as one action item unless an item is pulled for further discussion.

Item 3.a.11 was moved to item 4.h for discussion.

Motion by Council Member De Forge, Seconded by Council Member Castaldo to approve the remainder of the Consent Calendar as presented. Vote: 5/0

 Ordinance No. 1011 – An Un-codified Ordinance of the City Council of the City of Beaumont Establishing Speed Limits on Certain Streets in the City of Beaumont

Recommendation: Hold a Public Hearing and Approve the 1st reading of Ordinance No. 1011 as presented.

Staff report was given by Rebecca Deming, Planning Director

Open Public Hearing 6:55 p.m. Ann Connors —Questions

Motion by Council Member De Forge, Seconded by Council Member Fox to Approve the 1st reading of Ordnance No. 1011 and Continue the Public Hearing to the regular meeting of February 21, 2012. Vote: 5/0

c. Ordinance No. 1012 – An Ordinance of the City Council of the City of Beaumont Amending Section 6.04.080 of the Beaumont Municipal Code Regarding "Annoying or Barking Dogs Constitutes a Nuisance"

Recommendation: Hold a Public Hearing and Approve the 1st reading of Ordinance No. 1012 as presented.

Staff report was given by Sean Thuillez, Police Commander

Open Public Hearing 7:05 p.m. Speakers:
Ann Connors - Neutral
Closed Public Hearing 7:07 p.m.

Motion by Council Member De Forge, Seconded b Council Member Gall to approve the 1st Reading of Ordinance No. 1012 as presented. Vote: 5/0

d. Appeal of Denial of Conditional Use Permit No. 11-CUP-12 and Negative Declaration No. 11-ND-05, a proposed wireless communications facility colocation at 655 E. 5th Street

Recommendation: Hold a Public Hearing and Approve Conditional Use Permit No. 11-CUP-12 and Adopt Negative Declaration No. 11-ND-05, based on the findings and subject to the conditions of approval.

Staff report was given by Kyle Warsinski, Community Development Analyst

Open Public Hearing 7:15 p.m. Speakers: Bonnie Belair – Applicant Representative Closed Public Hearing 7:20 p.m.

Motion by Council Member De Forge, Seconded by Council Member Fox to Approve Conditional Use Permit No. 11-CUP-12 and Adopt Negative Declaration No. 11-ND-15 with the amendment to the Conditions of Approval to remove the requirement of adding stealth features to the facility and refund the appeal fees to the applicant. Vote: 5/0

e. Construction Cooperative Agreement with Caltrans for Potrero Blvd. Interchange (Phase 2)

Recommendation: City Council approve the Construction Cooperative Agreement (Phase 2) with Caltrans and Authorize the Mayor to execute.

Staff report was given by Chris Tracy, Associate Planner

Open Public Hearing 7:28 p.m. Speakers: Judy Bingham – Opposed Closed Public Hearing 7:29 p.m.

Motion by Council Member De Forge, Seconded by Council Member Fox to approve the Construction Cooperative Agreement (Phase 2) with Caltrans and Authorize the Mayor to Execute the Agreement. Vote: 4/1 (Council Member Gall voted no)

f. VIBE - Volunteering in Beaumont Is Excellent - City Volunteer Program

Recommendation: Approve the City's Newest Volunteer Program VIBE

Staff report was given by Sean Thuillez, Police Commander and Eileen Rodriguez, Community Services Manager.

Motion by Council Member De Forge, Seconded by Council Member Gall to approve as presented. Vote: 5/0

g. Boards and Committee Appointments

Recommendation: Mayor to make appointments to various boards and committees

Mayor Berg made the following appointment to various boards and committees:

Riverside County Transportation Commission (RCTC) Board Member

Roger Berg / David Castaldo (alternate)

Riverside Transit Agency (RTA) Board Member

Jeff Fox / Brenda Knight (alternate - at large)

Regional Conservation Authority (RCA) Liaison

Roger Berg / David Castaldo (alternate).

Beaumont Cherry Valley Recreation and Parks District Liaison

Brian De Forge / Jeff Fox (alternate)

Beaumont Cherry Valley Water District Liaison

Brian De Forge / David Castaldo (alternate)

Beaumont Unified School District Liaison

Brian De Forge / David Castaldo (alternate)

Transportation NOW Representative

Jeff Fox / Nancy Gall

Passcom Liaison

Brenda Knight

Legislative Liaison

Brian De Forge / Jeff Fox

Collaborative Agency Committee Board Member

Jeff Fox / David Castaldo

Mayor's Breakfast

Roger Berg / David Castaldo (alternate)

Highland Springs Committee

Brian De Forge / David Castaldo

Public Safety Memorial Committee

Jeff Fox / Brian De Forge (alternate)

ERICA

Jeff Fox / David Castaldo (alternate)

Beaumont Charitable Foundation Advisory Committee

Jeff Fox / David Castaldo

Successor Agency (formally Beaumont RDA)

Mayor appointment: Bill Aylward

Mayor employee appointment: Kyle Warsinski

Recommendations for County at large: Paul St Martin / Lyle Millage

h. Approval of Tow Agreement with Cash Boy towing to remove abated vehicles.

Staff was given by Frank Coe, Police Chief

Speakers: Jim Bright – Opposed

Motion by Council Member De Forge, Seconded by council Member Fox to approve the agreement as presented with the understanding that any tow company may request the same agreement. This is not an exclusive agreement with one business. Vote: 5/0

4. ORAL AND WRITTEN COMMUNICATIONS:

Judy Bingham - Comments on Potrero Blvd. Agreement, Christmas Light Parade, and Staff

Adjournment of the City Council Meeting at 8:00 p.m.

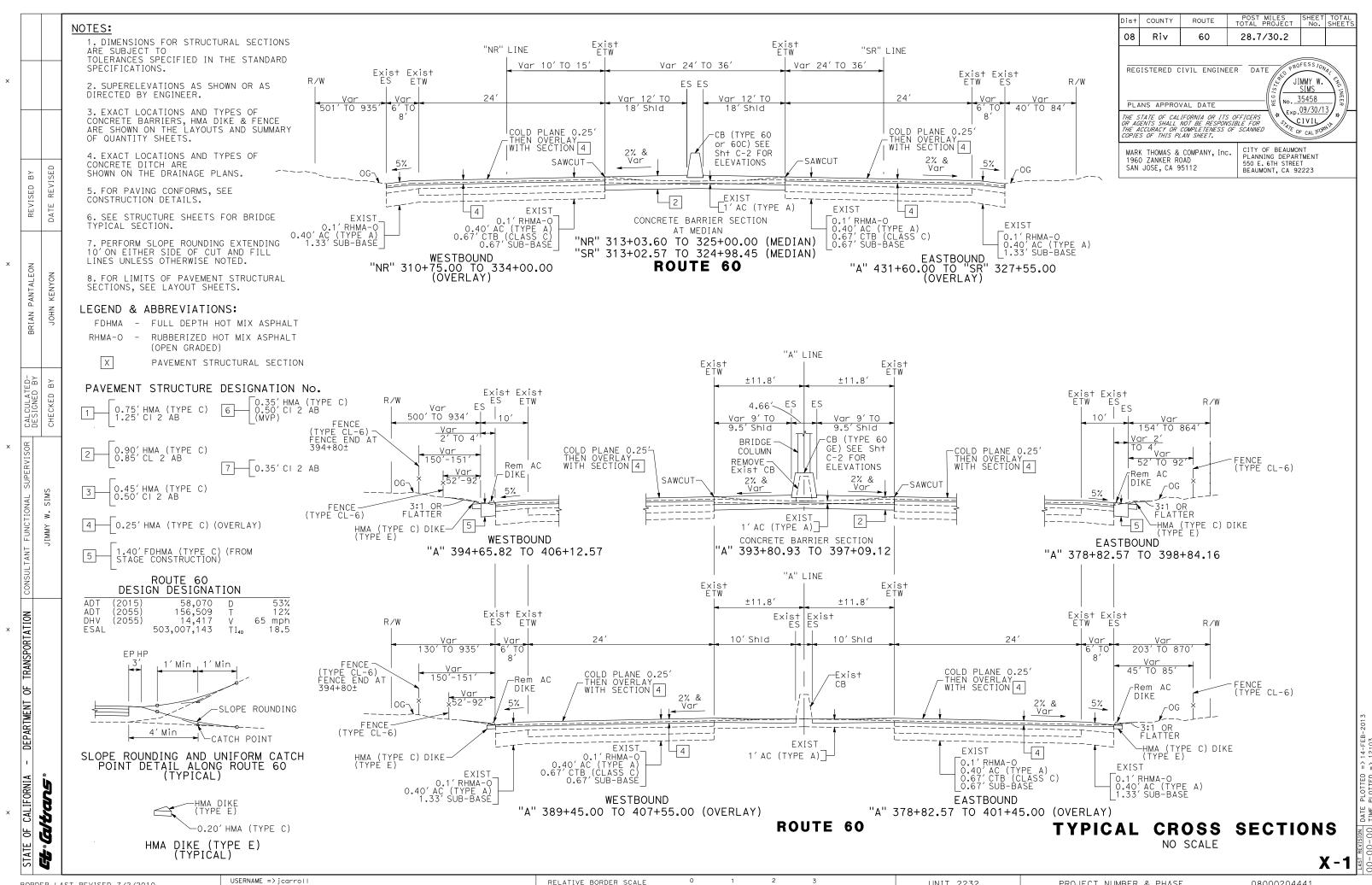
Respectfully/Submitted,

Alan Kapanica: City Manager

08-RIV-60-PM 28.03/30.42 EA 341400 PN 0800000612 RU 2232 Local Funds 800.100 February 2013

ATTACHMENT S

PHASE 1 TYPICAL SECTIONS, LAYOUT, PROFILES, UTILITY PLANS



BORDER LAST REVISED 7/2/2010

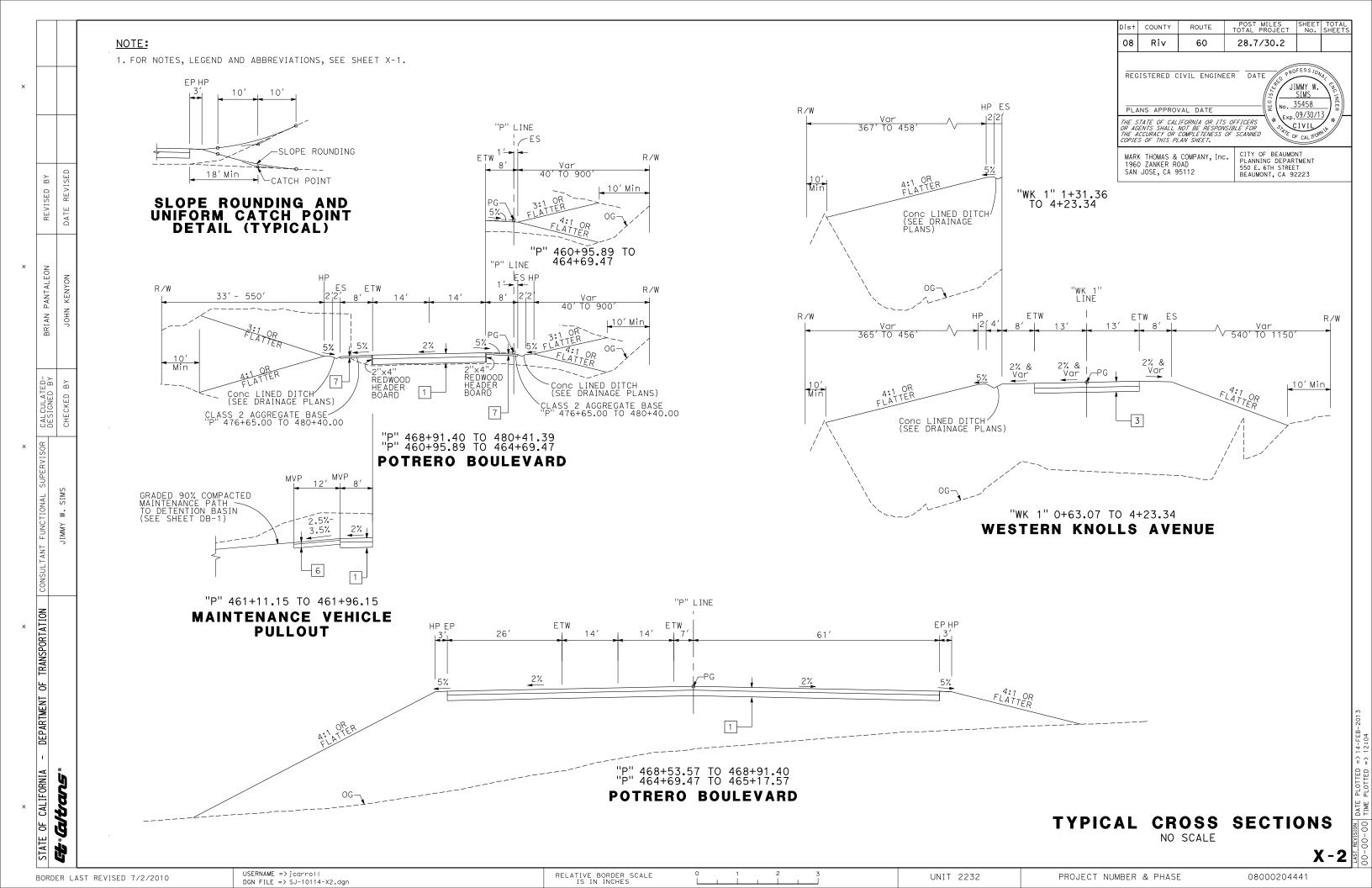
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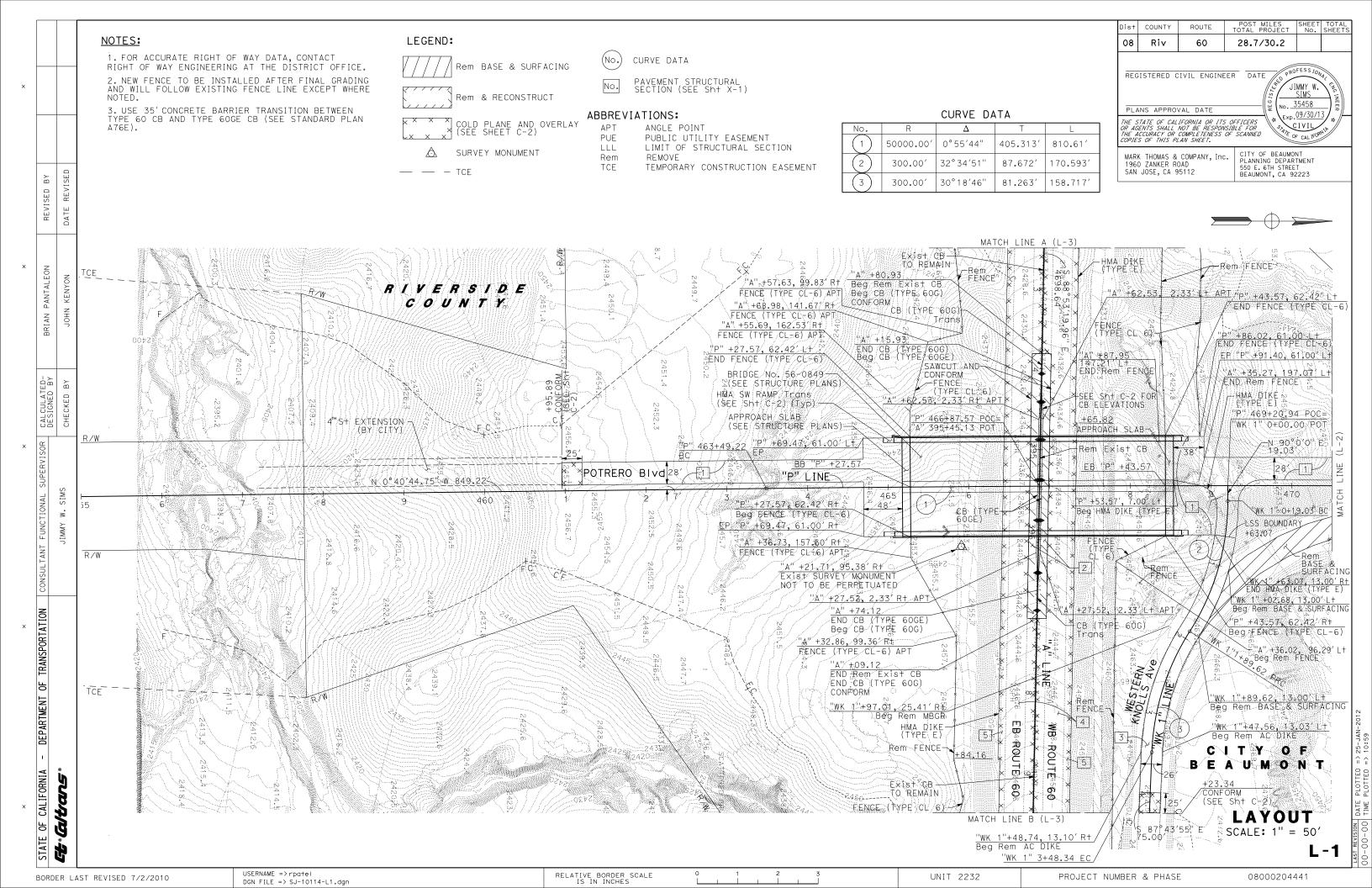
RELATIVE BORDER SCALE
IS IN INCHES

PROJECT NUMBER & PHASE

08000204441

UNIT 2232





NOTES: 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE. 2. FOR NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET L-1. CURVE DATA 50000.00 0°55′44" 405.313' 810.61 REVISED CATYOF BEAUMONT BRIAN PANTALEON /222.7 TCE/ CALCULATED-DESIGNED BY CITY R/W 'P" 471+59.82 EC N 0°15'41.96" E POTRERO BIVA 28 #P# LINE N 0°14′59.25" E 800.57 SUPERVISOR -480----F N 0°23′18.92" 139.61′ DEPARTMENT OF TRANSPORTATION | CONSULTANT FUNCTIONAL CITY R/W ≥ "P"+66,08, 31.83' L† END Rem AC DIKE "P" 476+64.89 7.00 Lt END Rem BASE & SURFACING END Rem AC DIKE Idid -Rem…BASE & STATE OF CALIFORNIA Ge Cultans

POST MILES SHEET TOTAL TOTAL PROJECT No. SHEETS Dist COUNTY 80 Riv 60 28.7/30.2

REGISTERED CIVIL ENGINEER DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CITY OF BEAUMONT PLANNING DEPARTMENT 550 E. 6TH STREET BEAUMONT, CA 92223

JIMMY W. SIMS

no.<u>35458</u>

LEXP. 09/30/1

CIVIL

LAYOUT

L-2

BORDER LAST REVISED 7/2/2010

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UNIT 2232

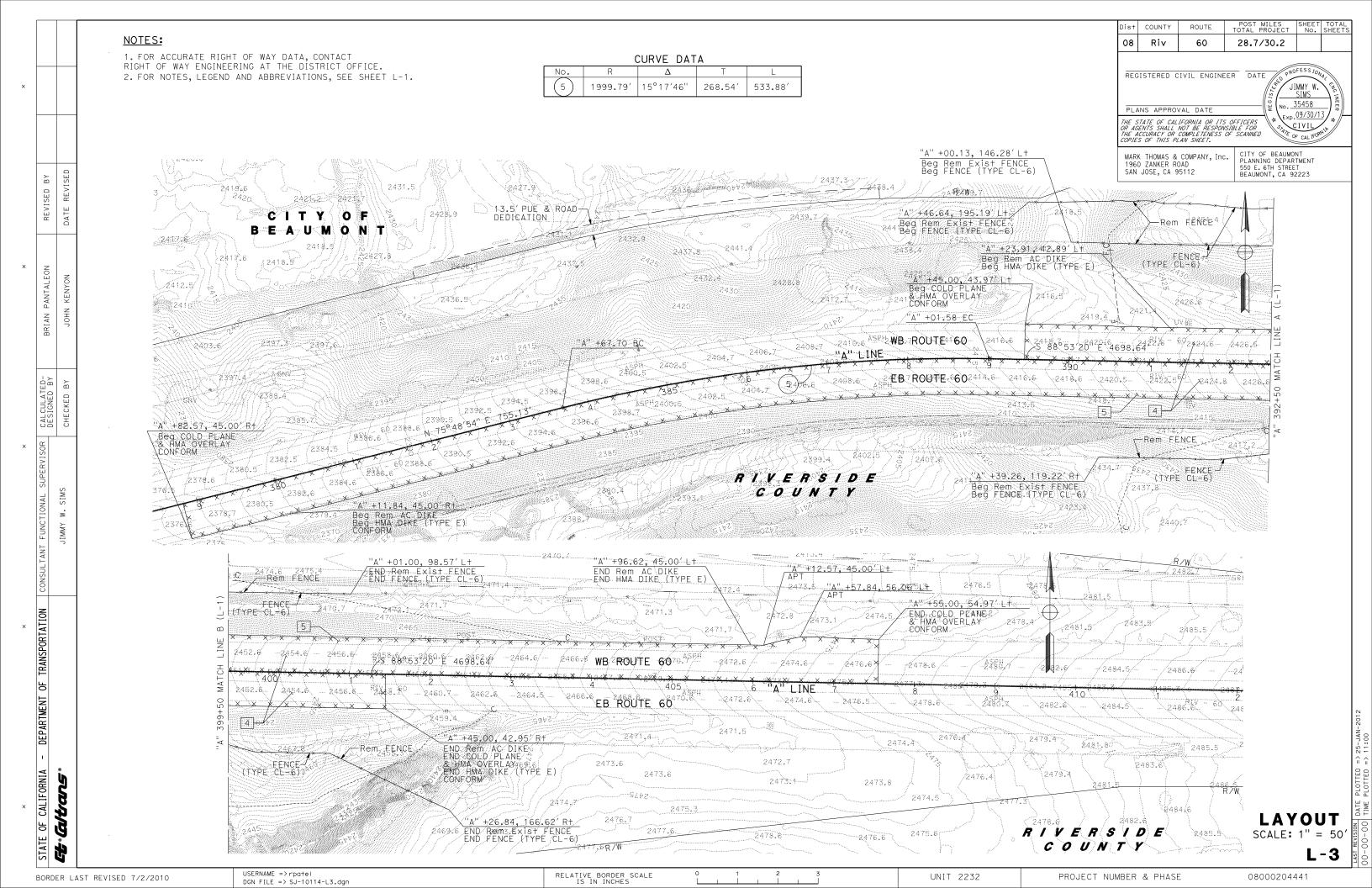
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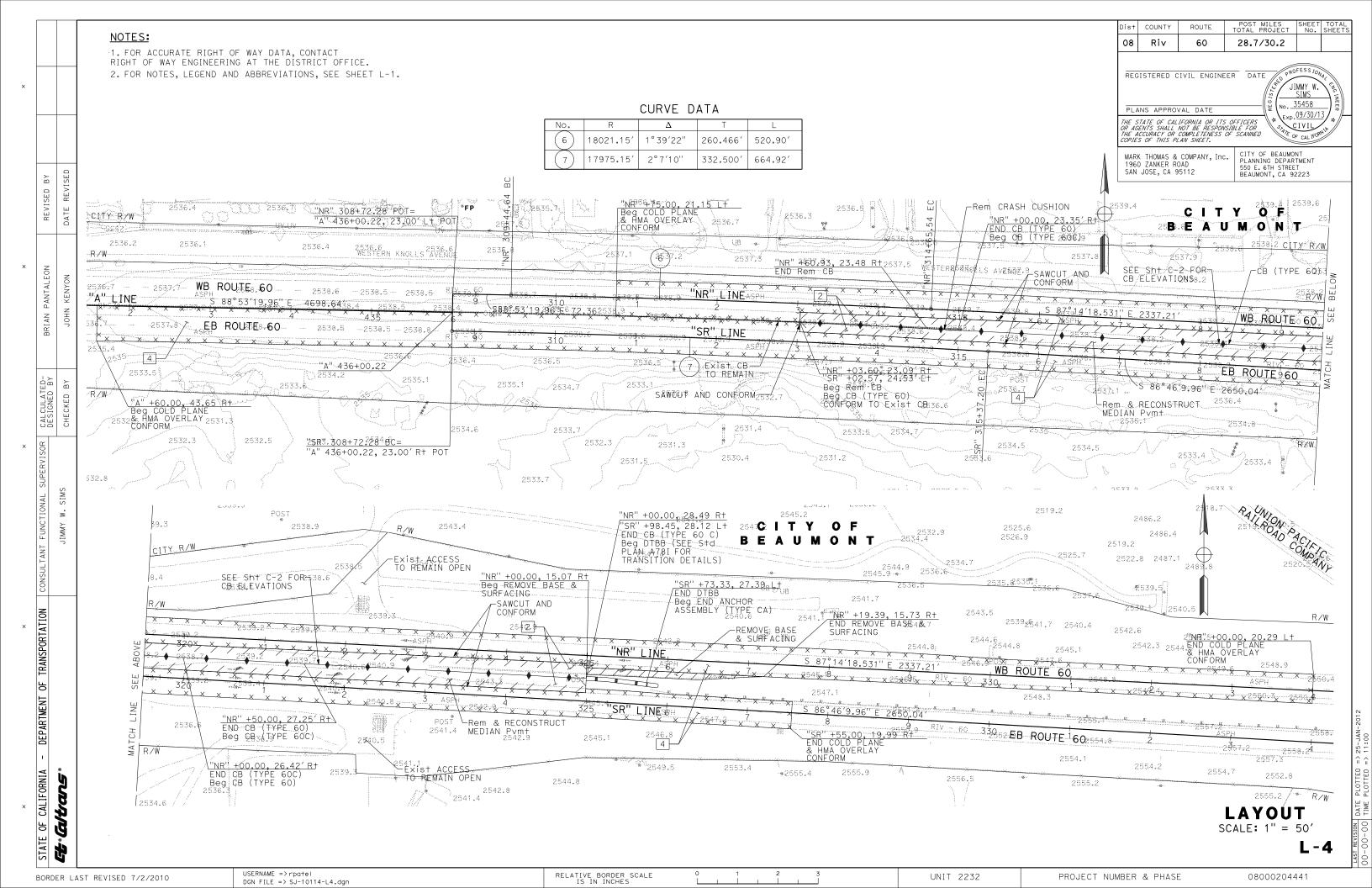
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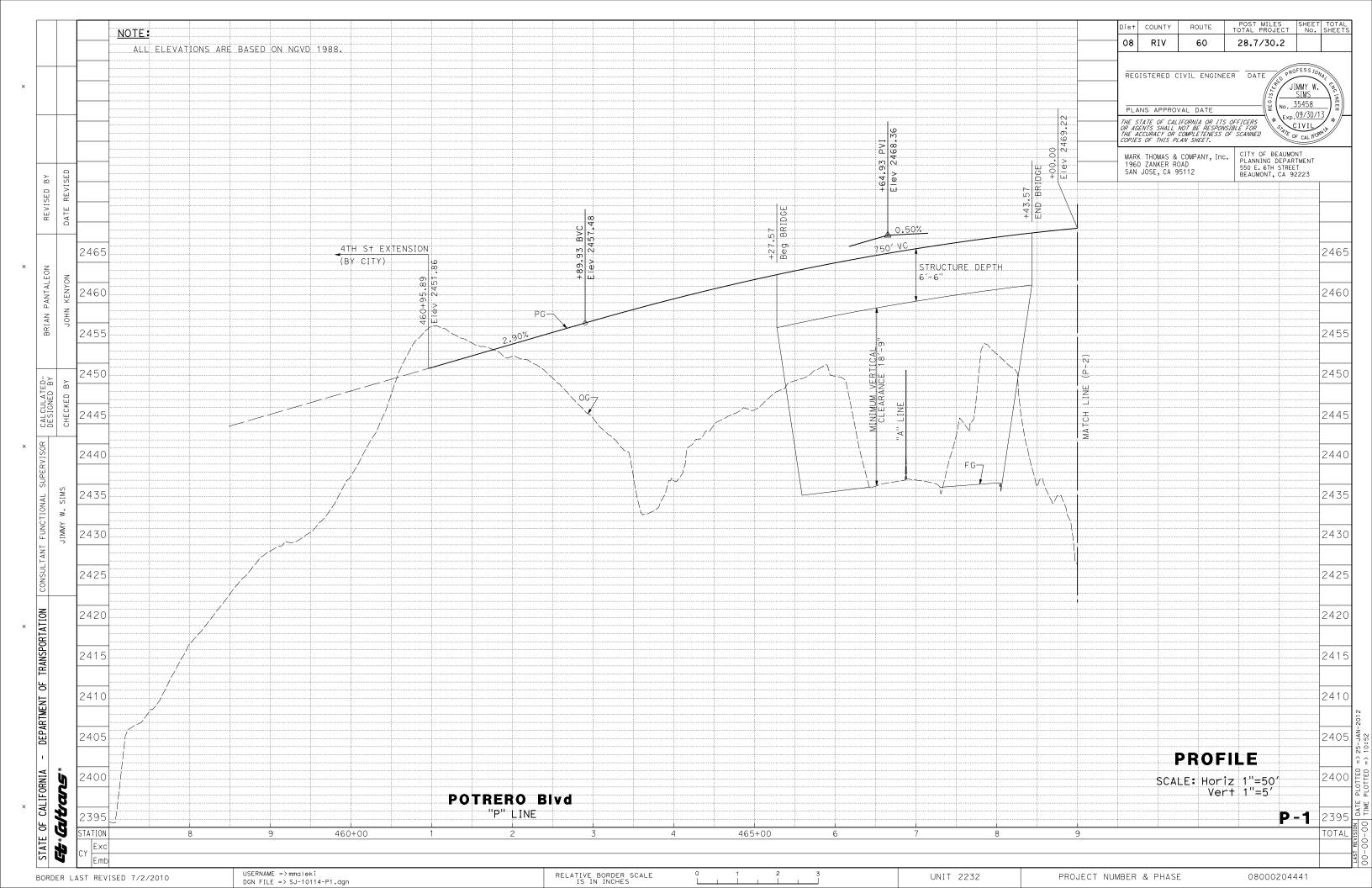
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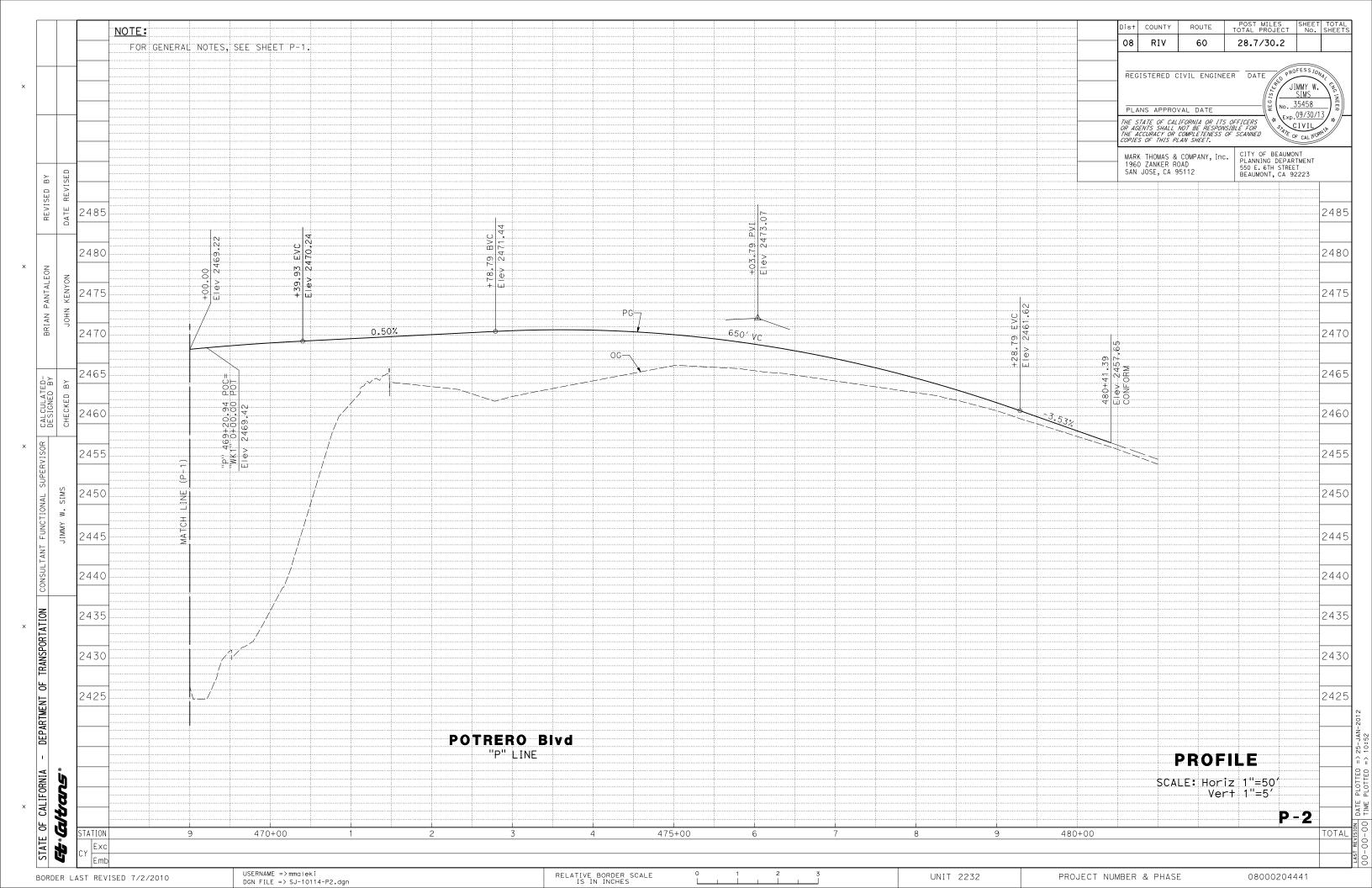
MARK THOMAS & COMPANY, Inc. 1960 ZANKER ROAD SAN JOSE, CA 95112

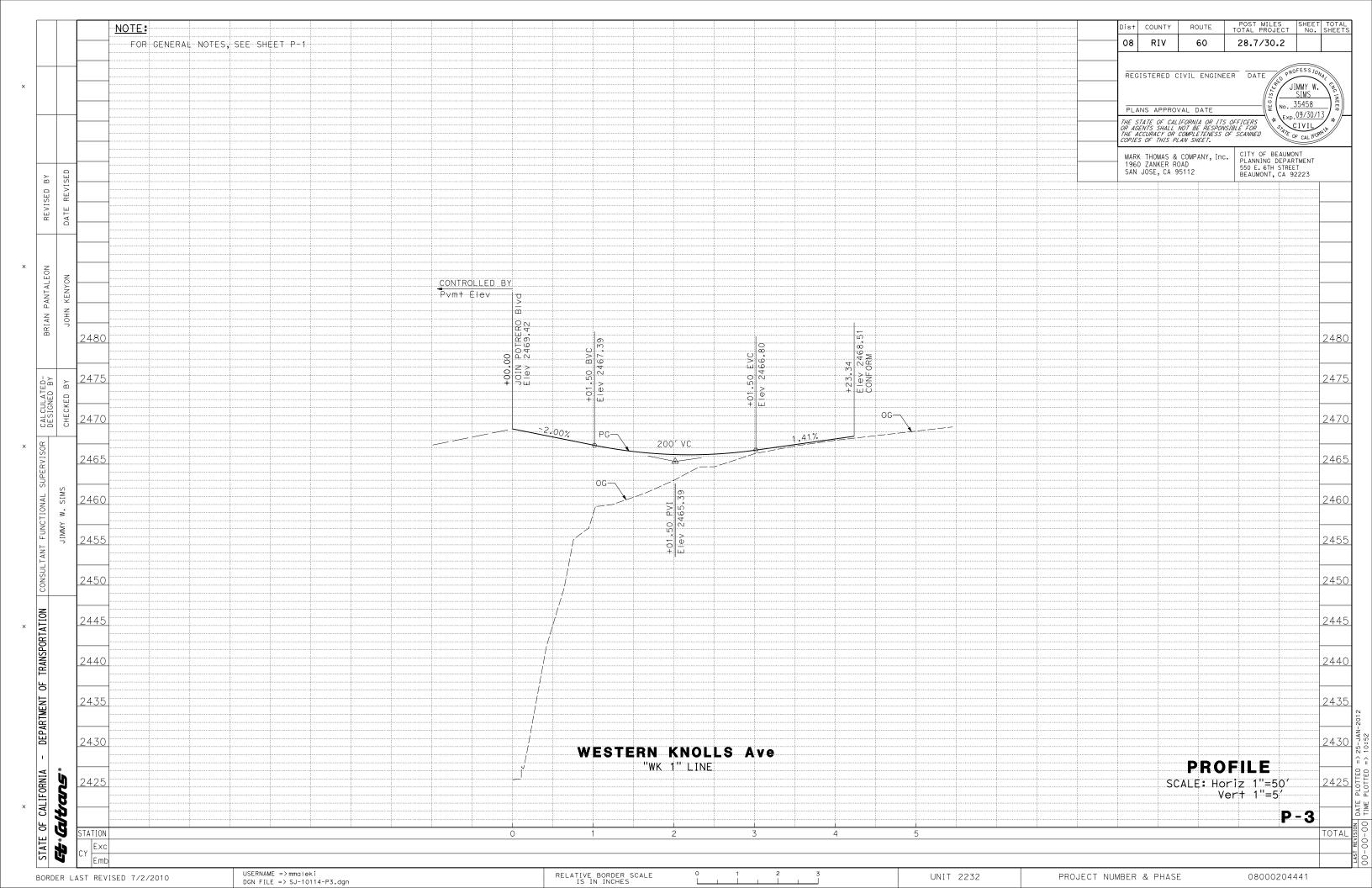
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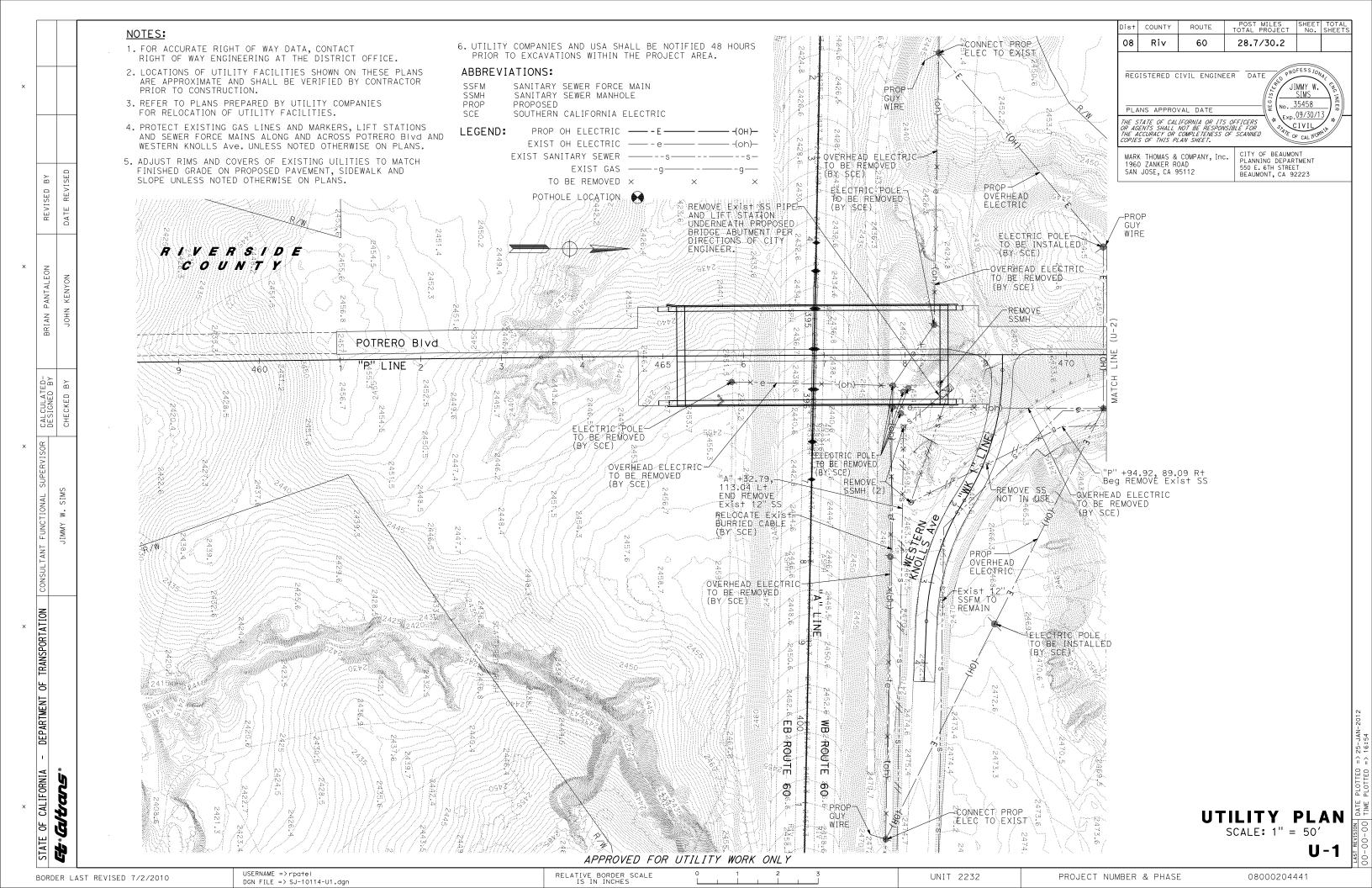








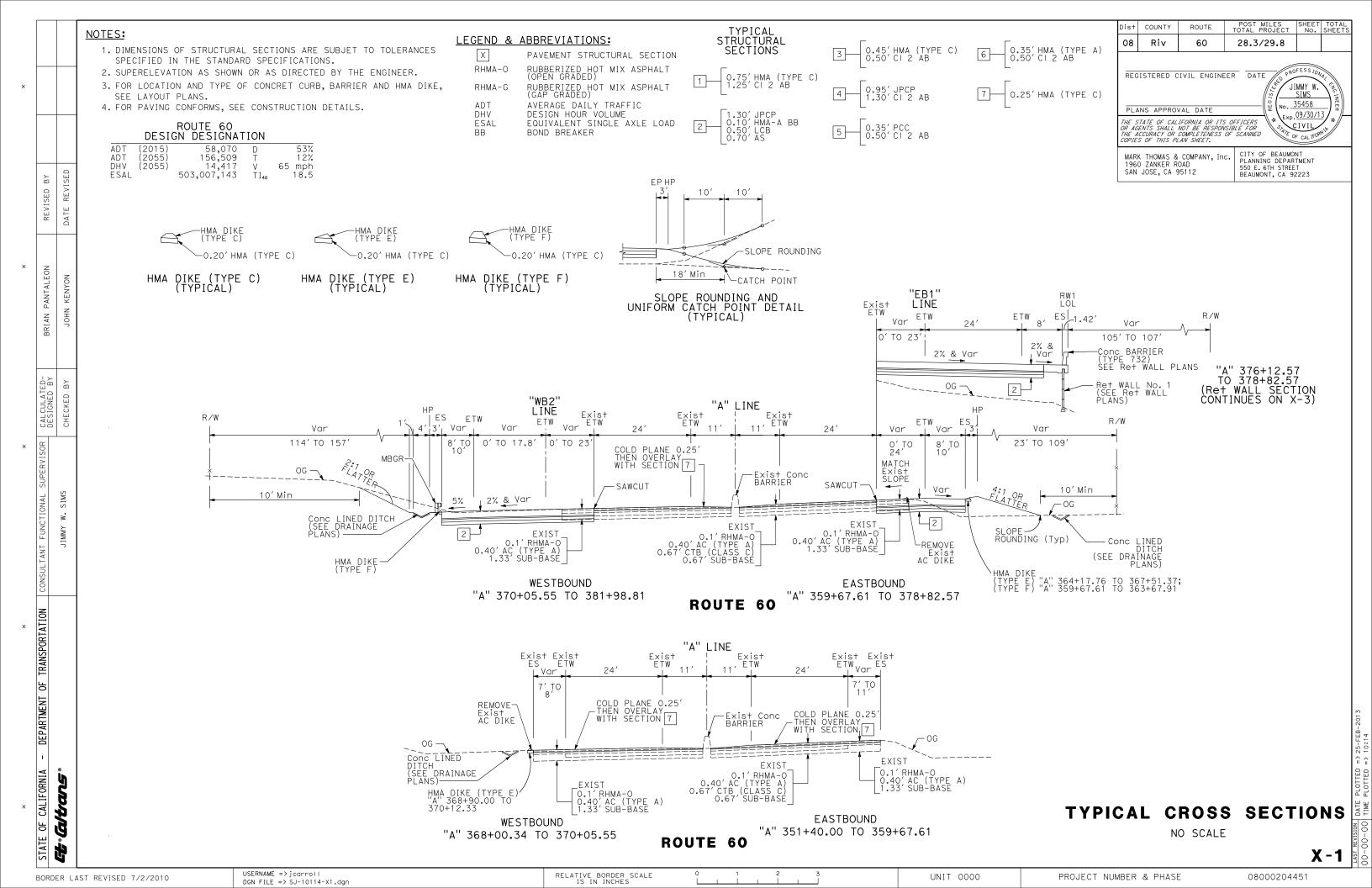


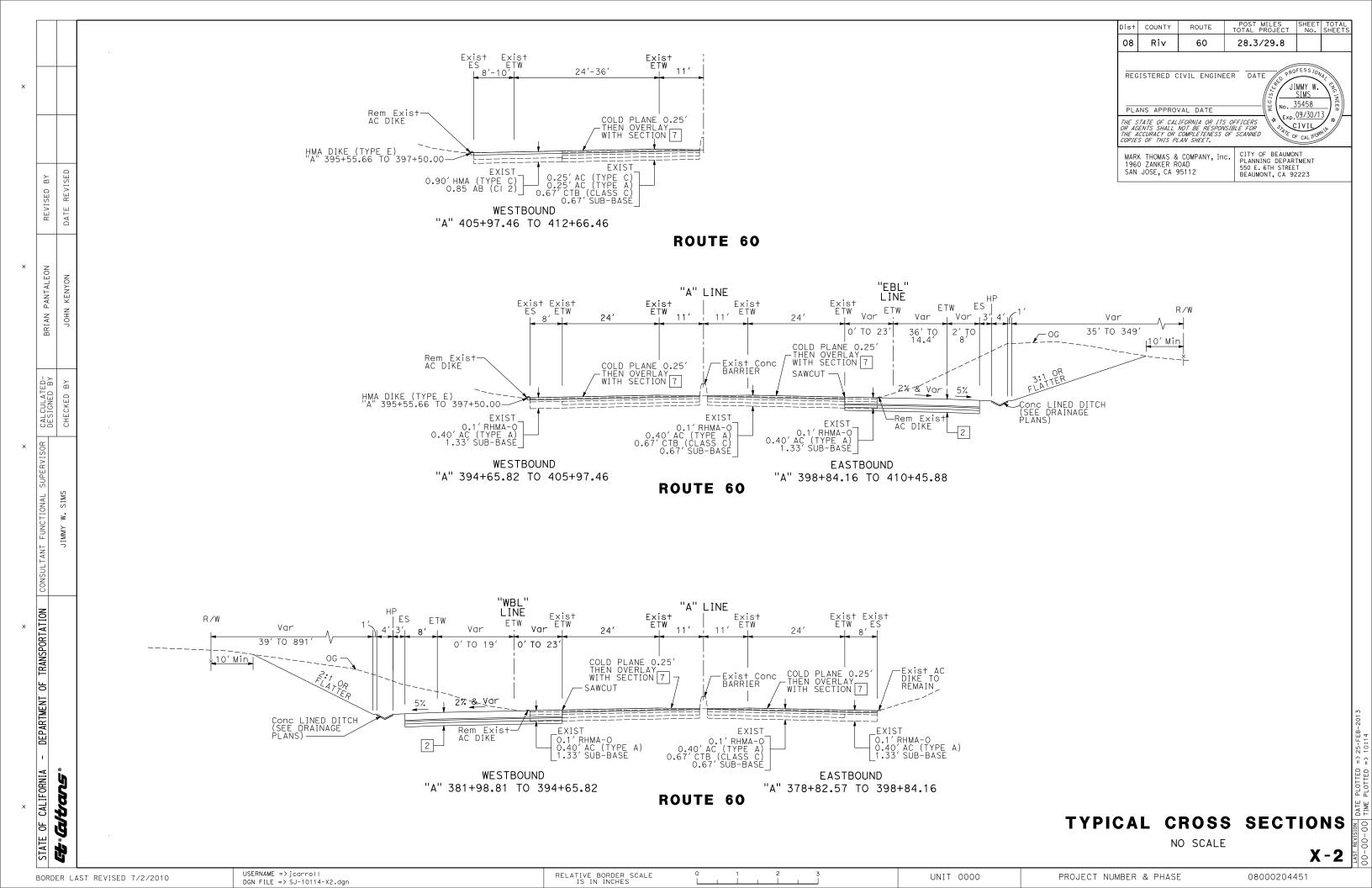


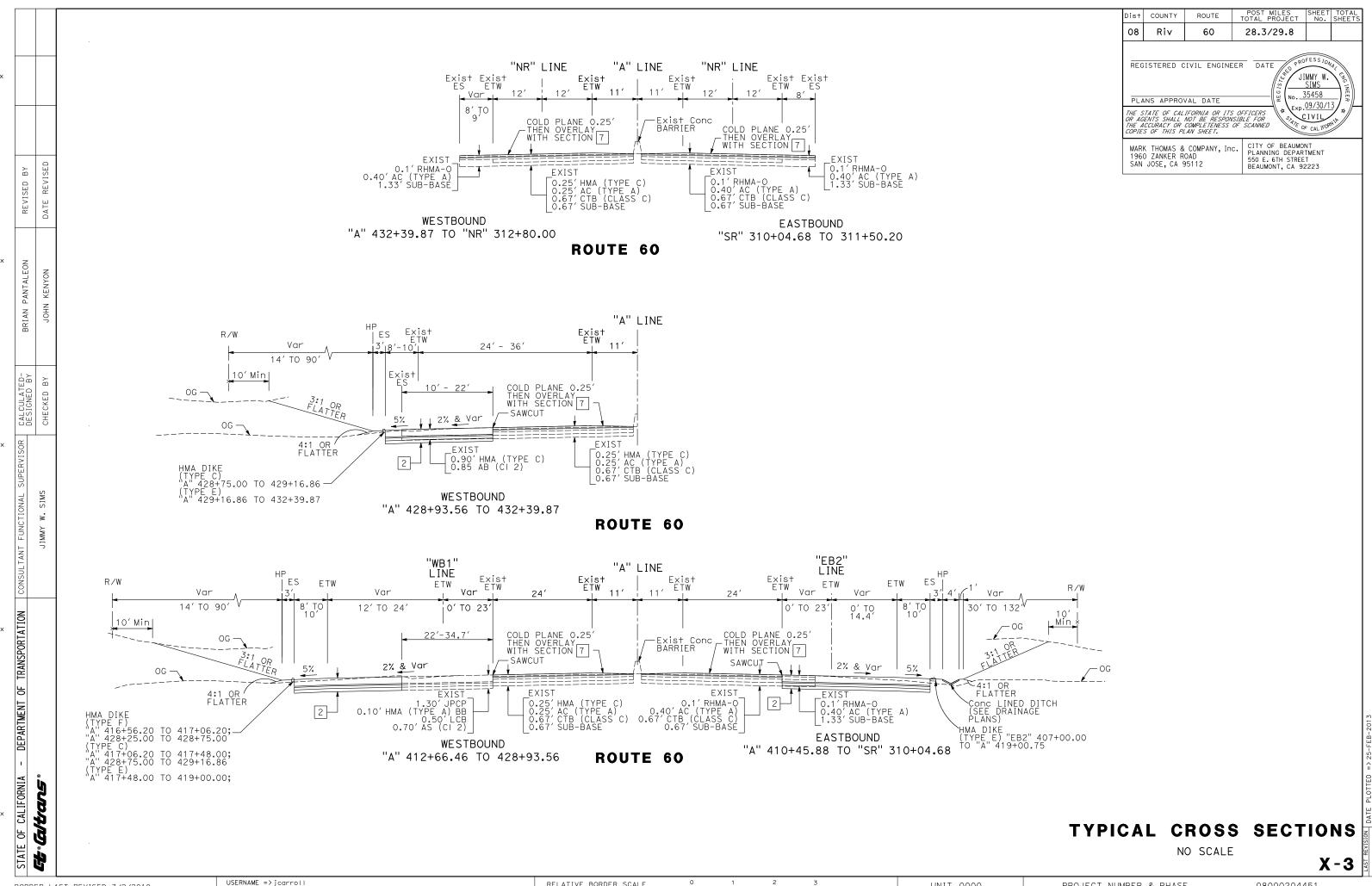
08-RIV-60-PM 28.03/30.42 EA 341400 PN 0800000612 RU 2232 Local Funds 800.100 February 2013

ATTACHMENT T

PHASE 2 TYPICAL SECTIONS, LAYOUT, PROFILES, UTILITY PLANS





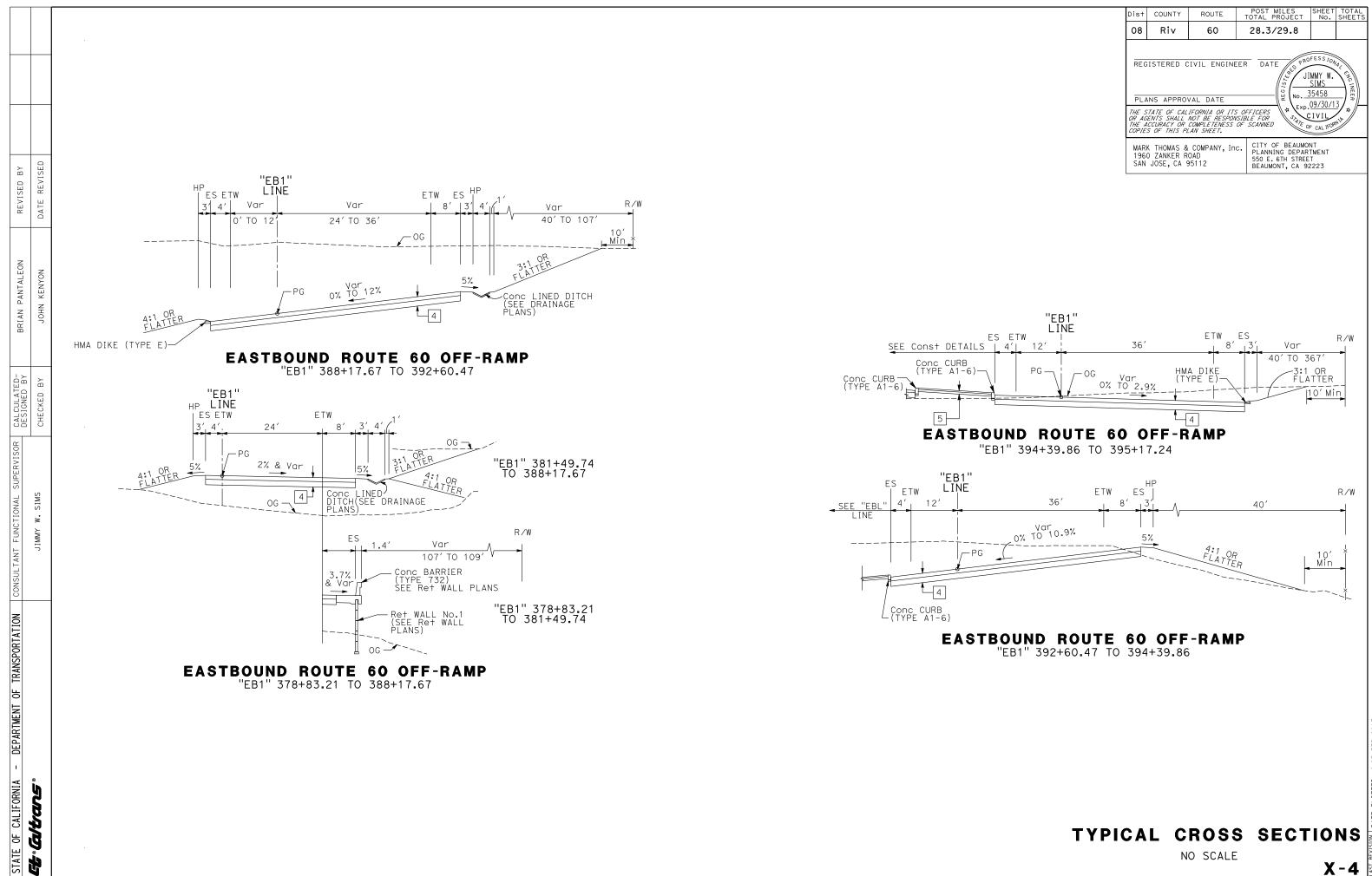


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UNIT 0000

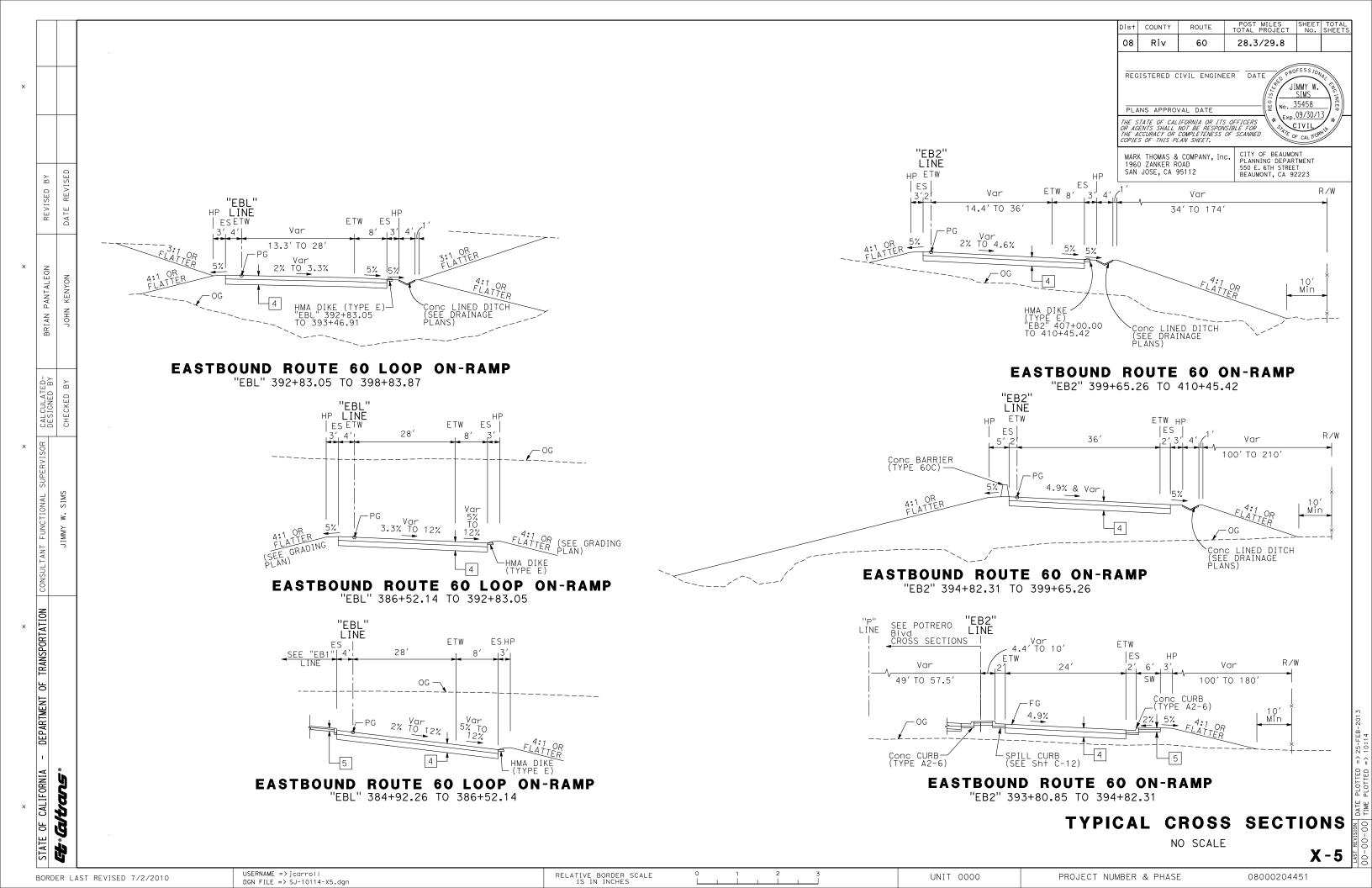
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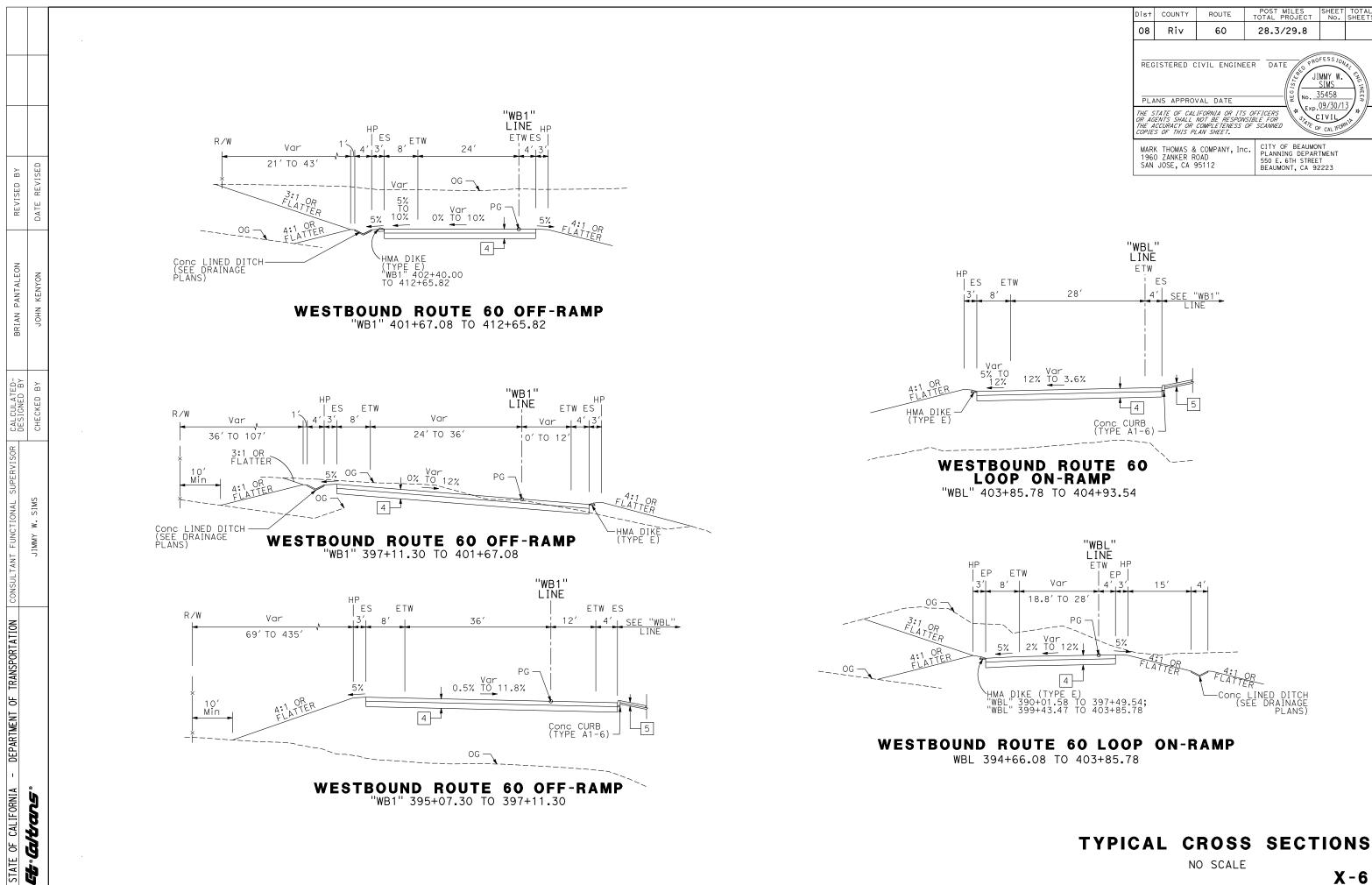


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UNIT 0000 PROJECT NUMBER & PHASE 08000204451





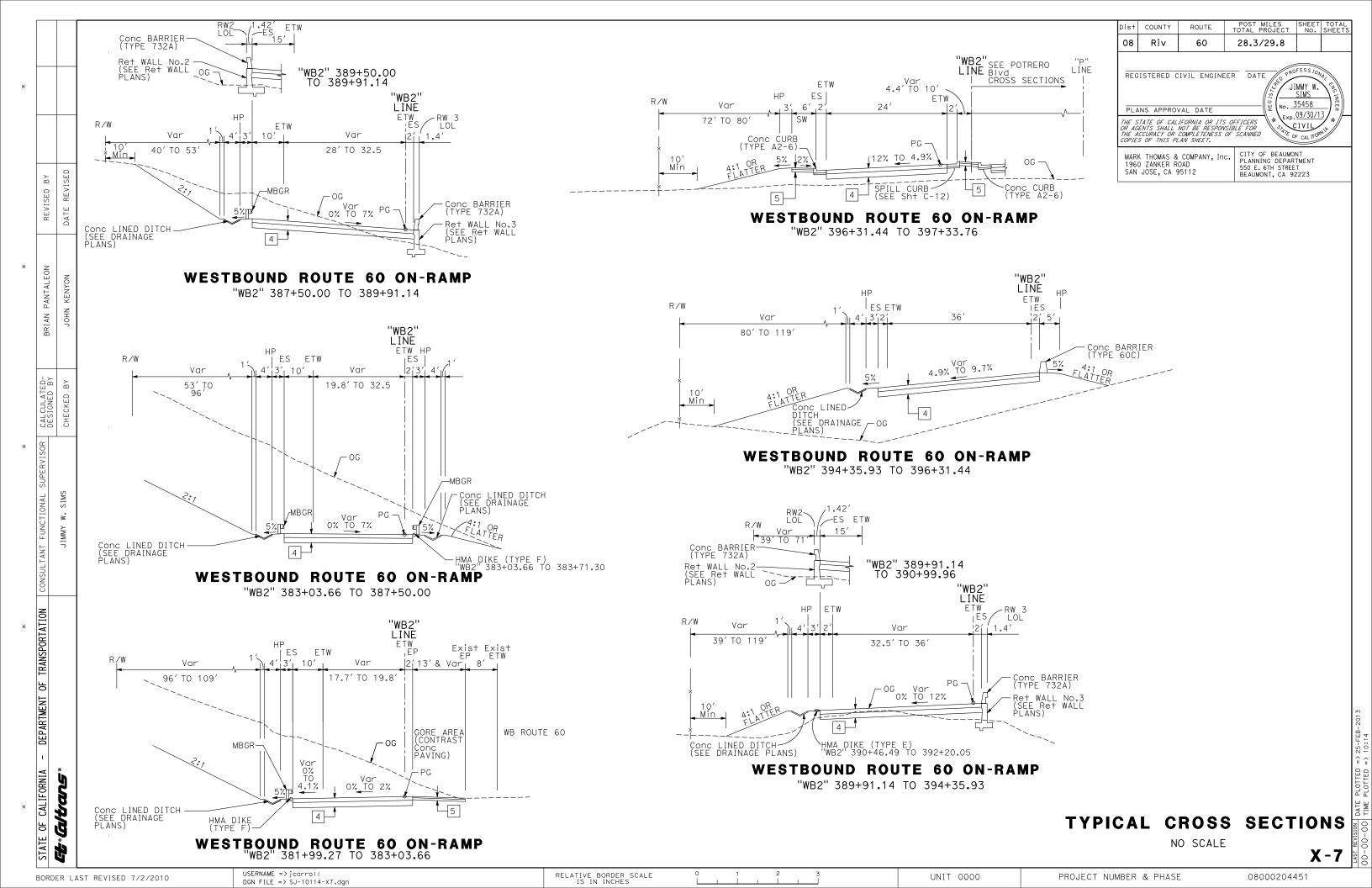
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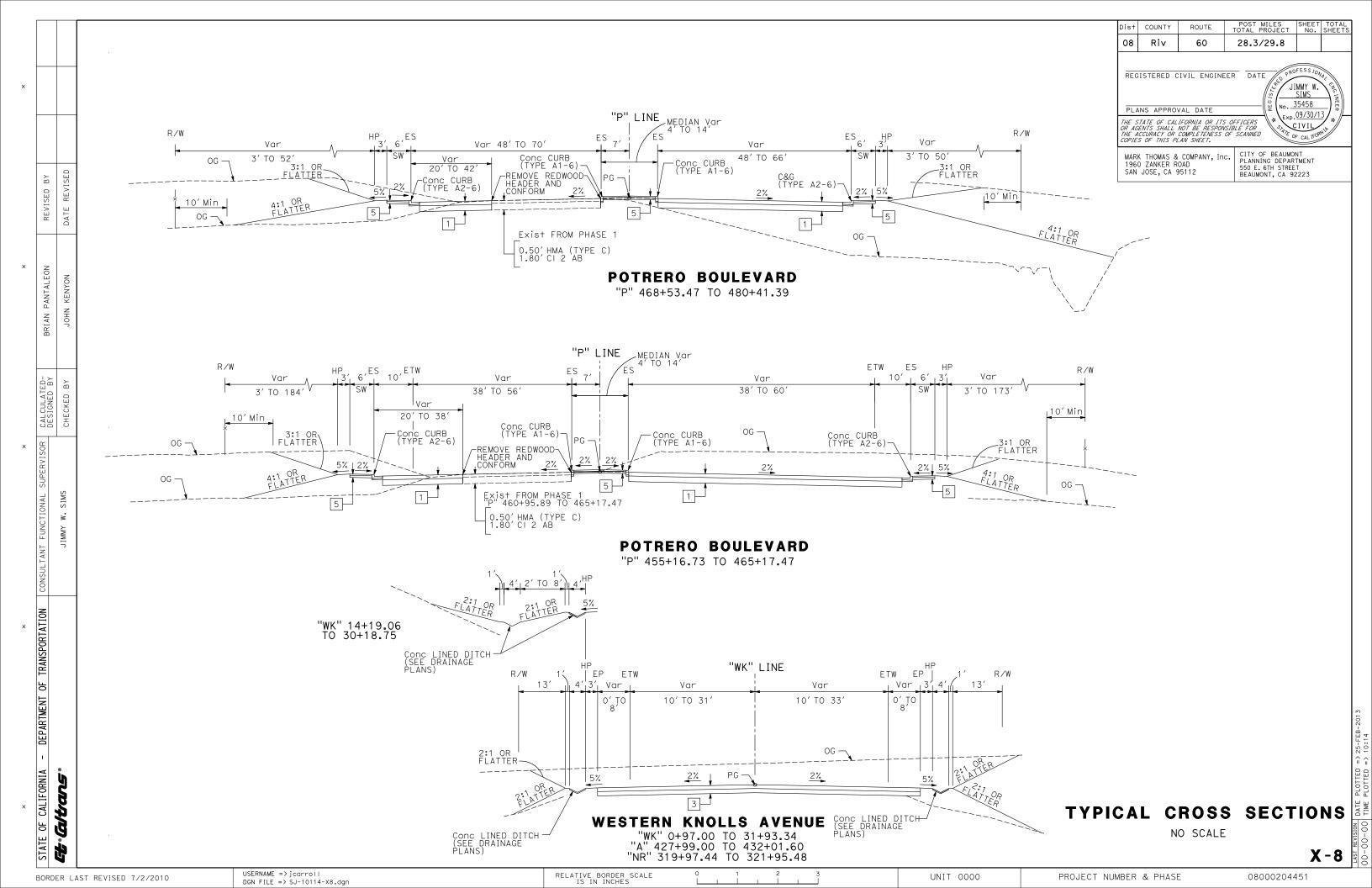
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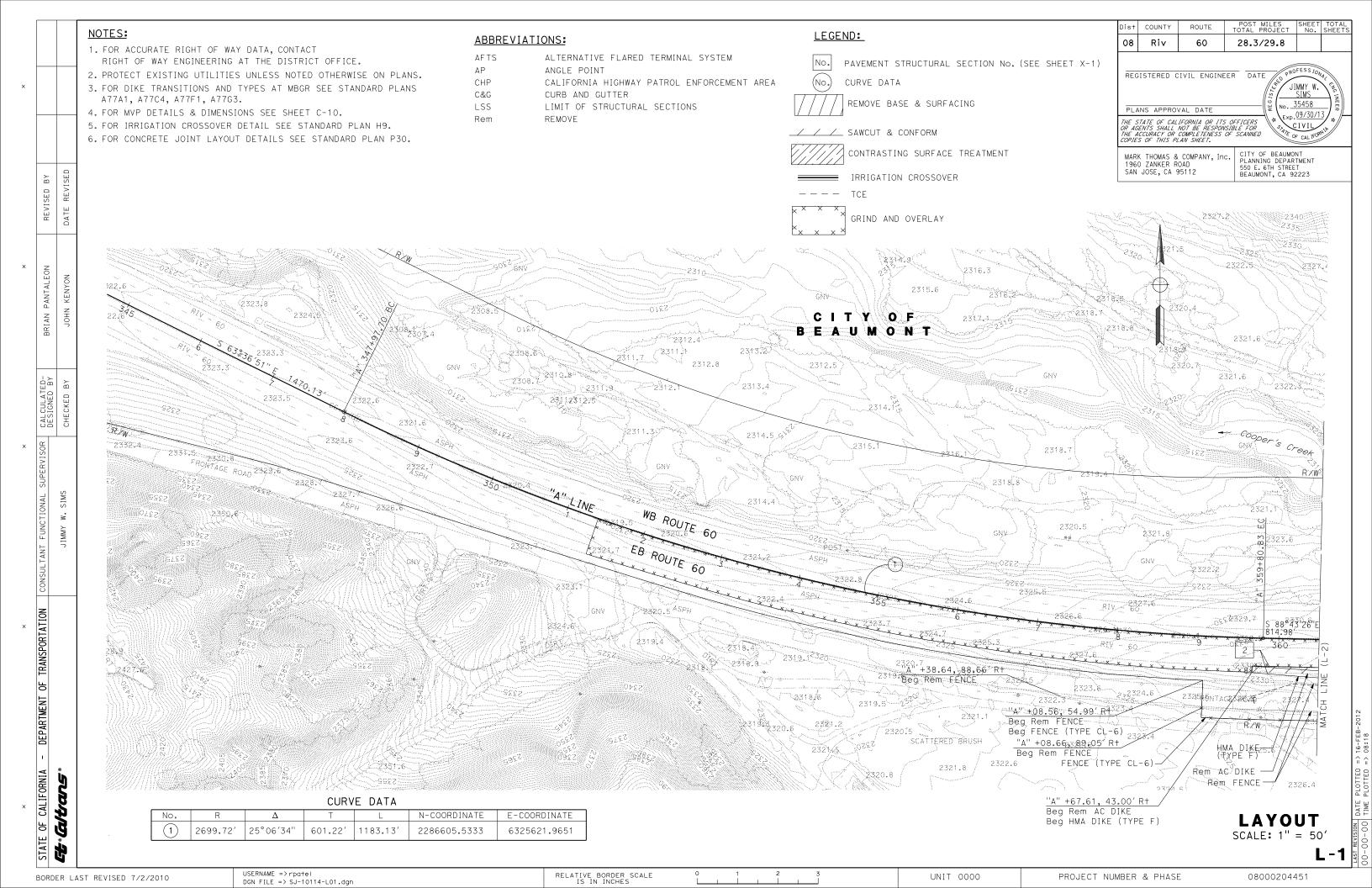
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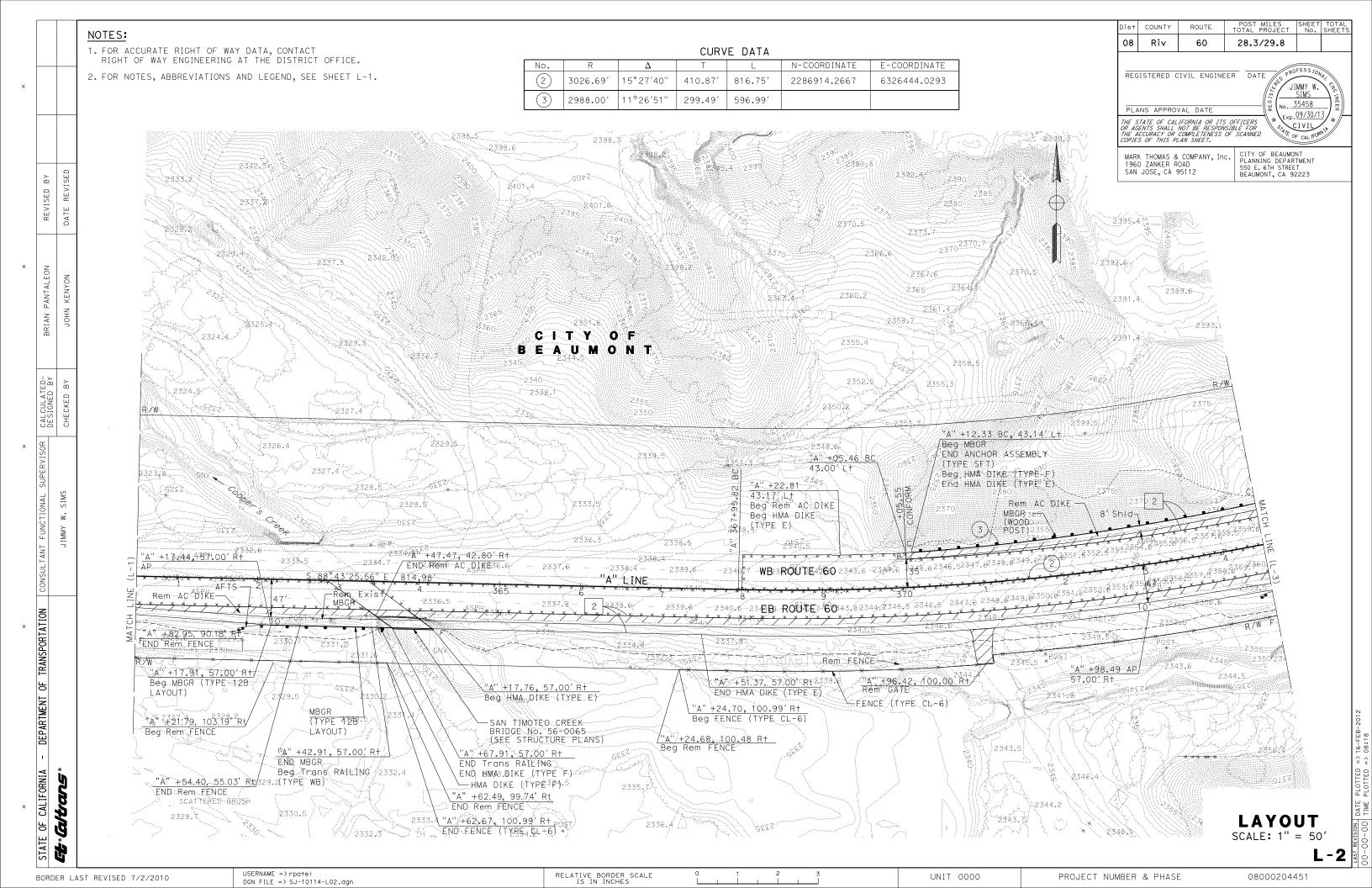
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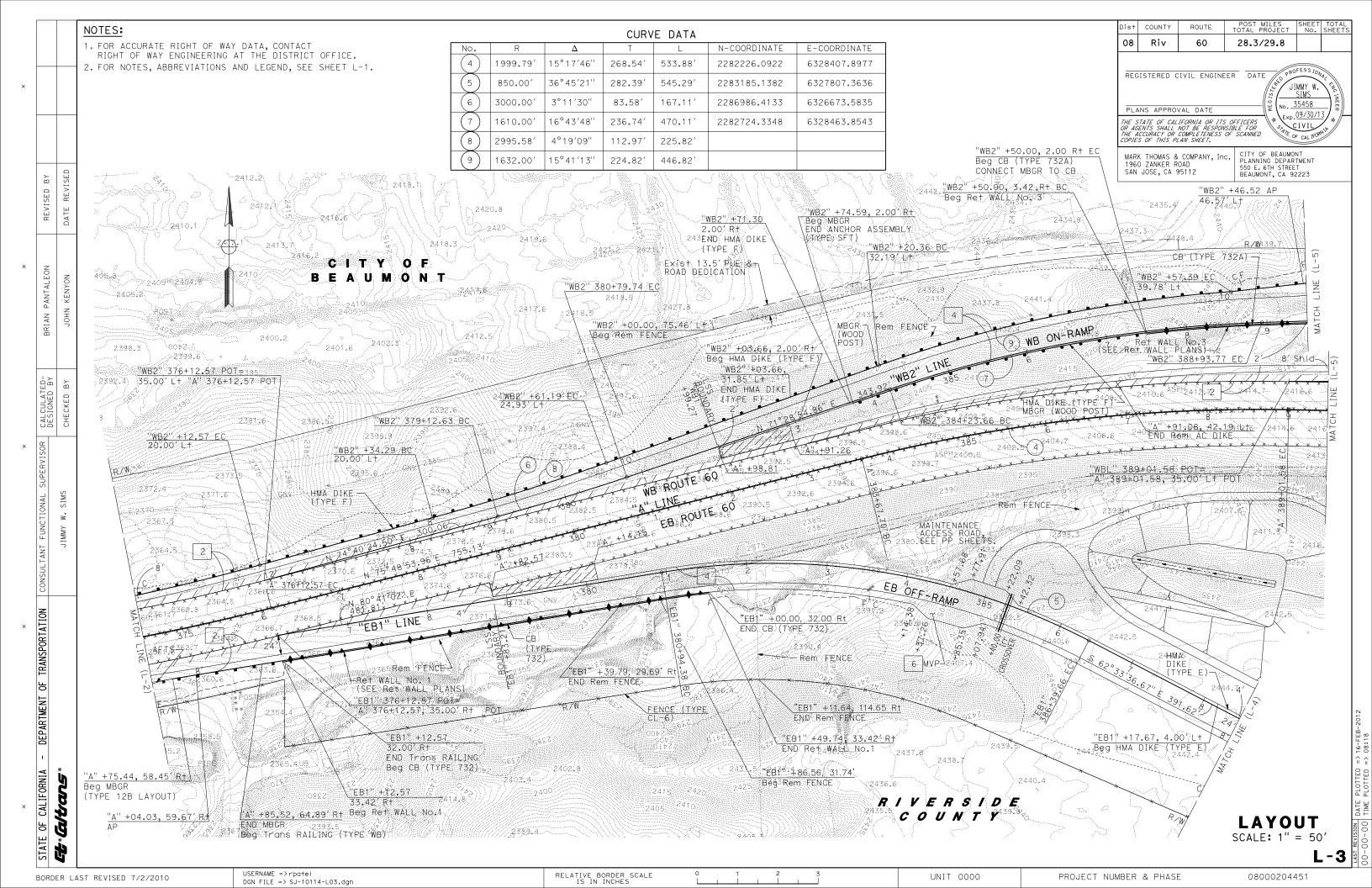
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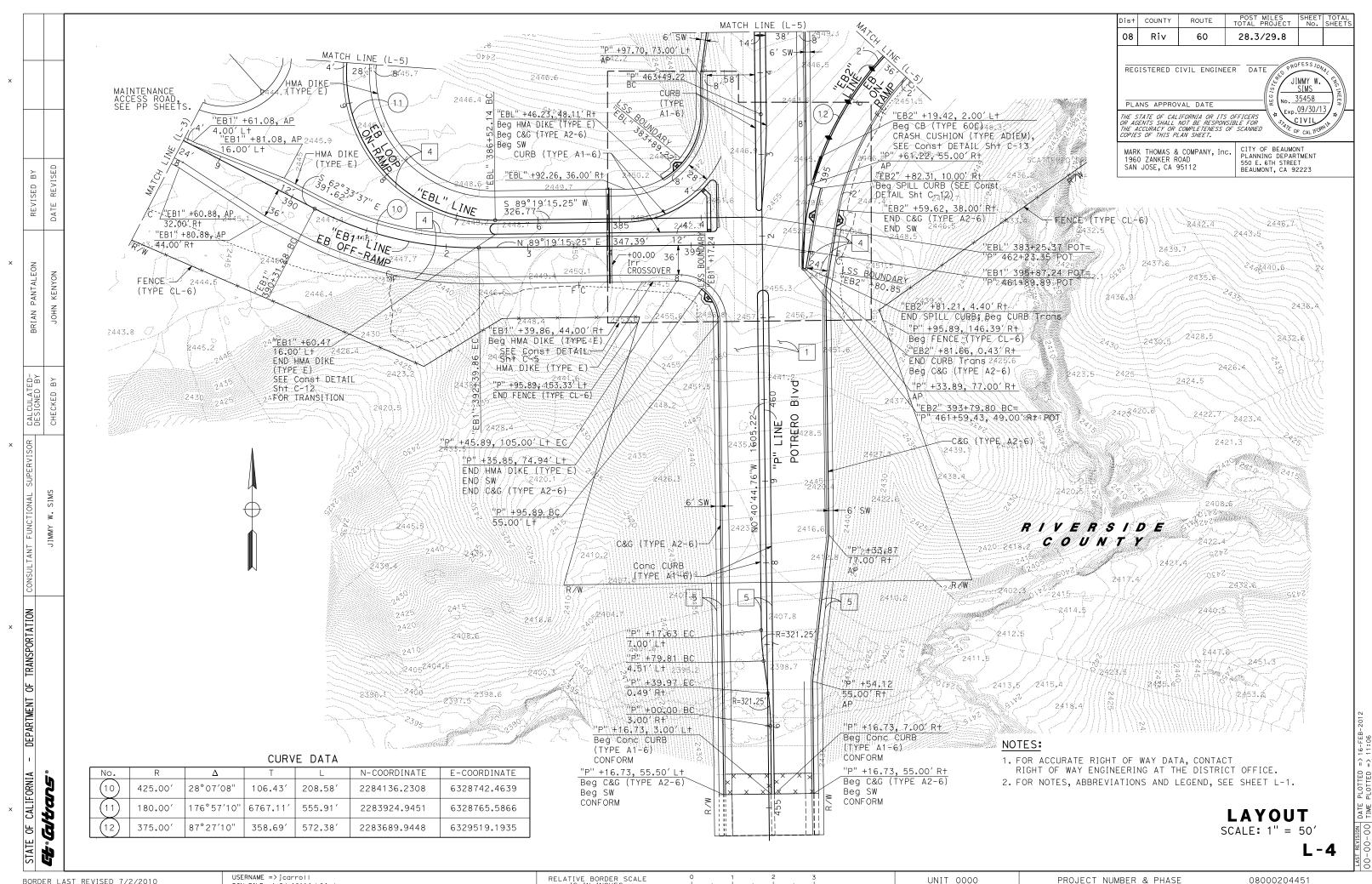












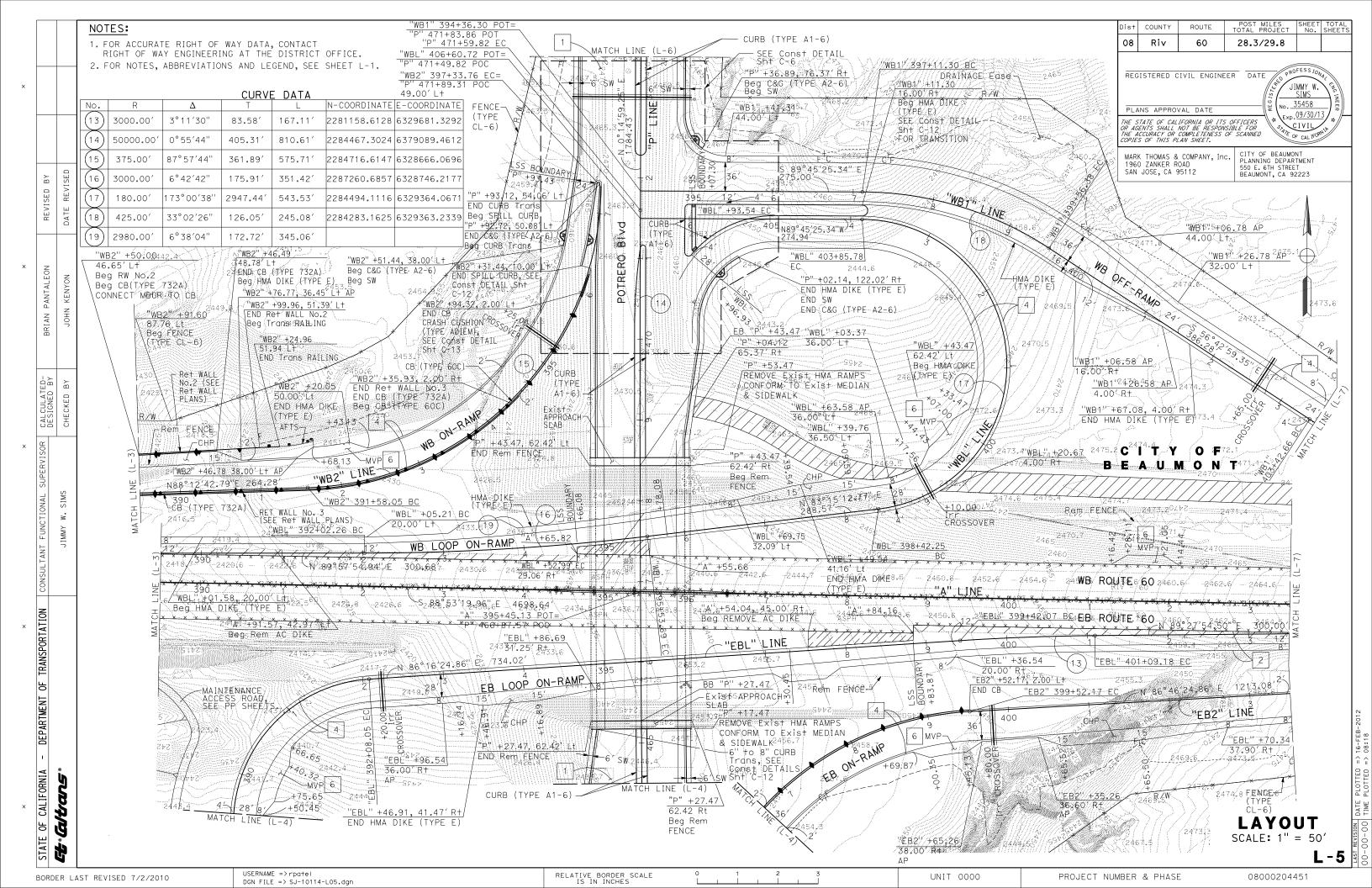
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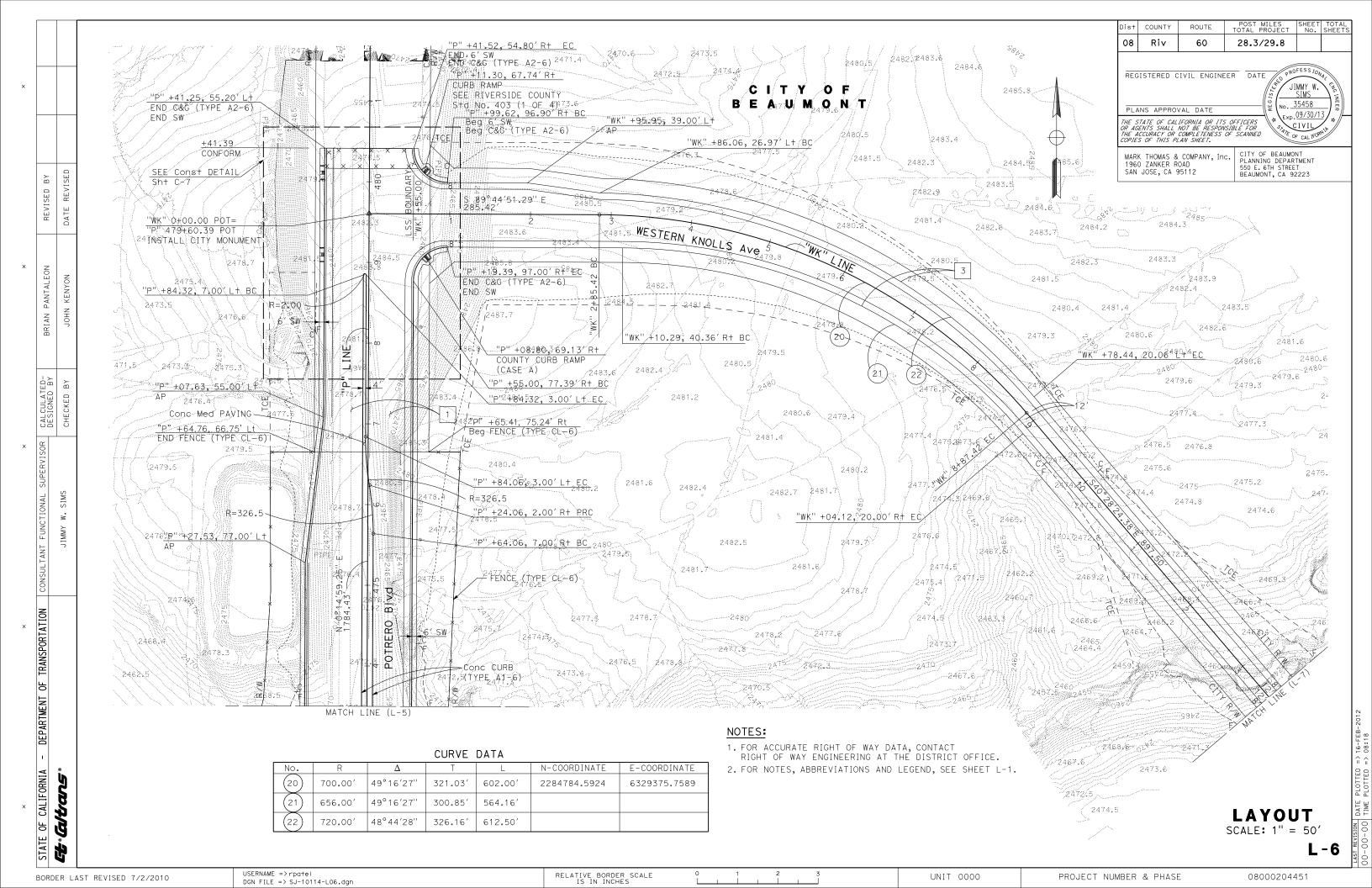
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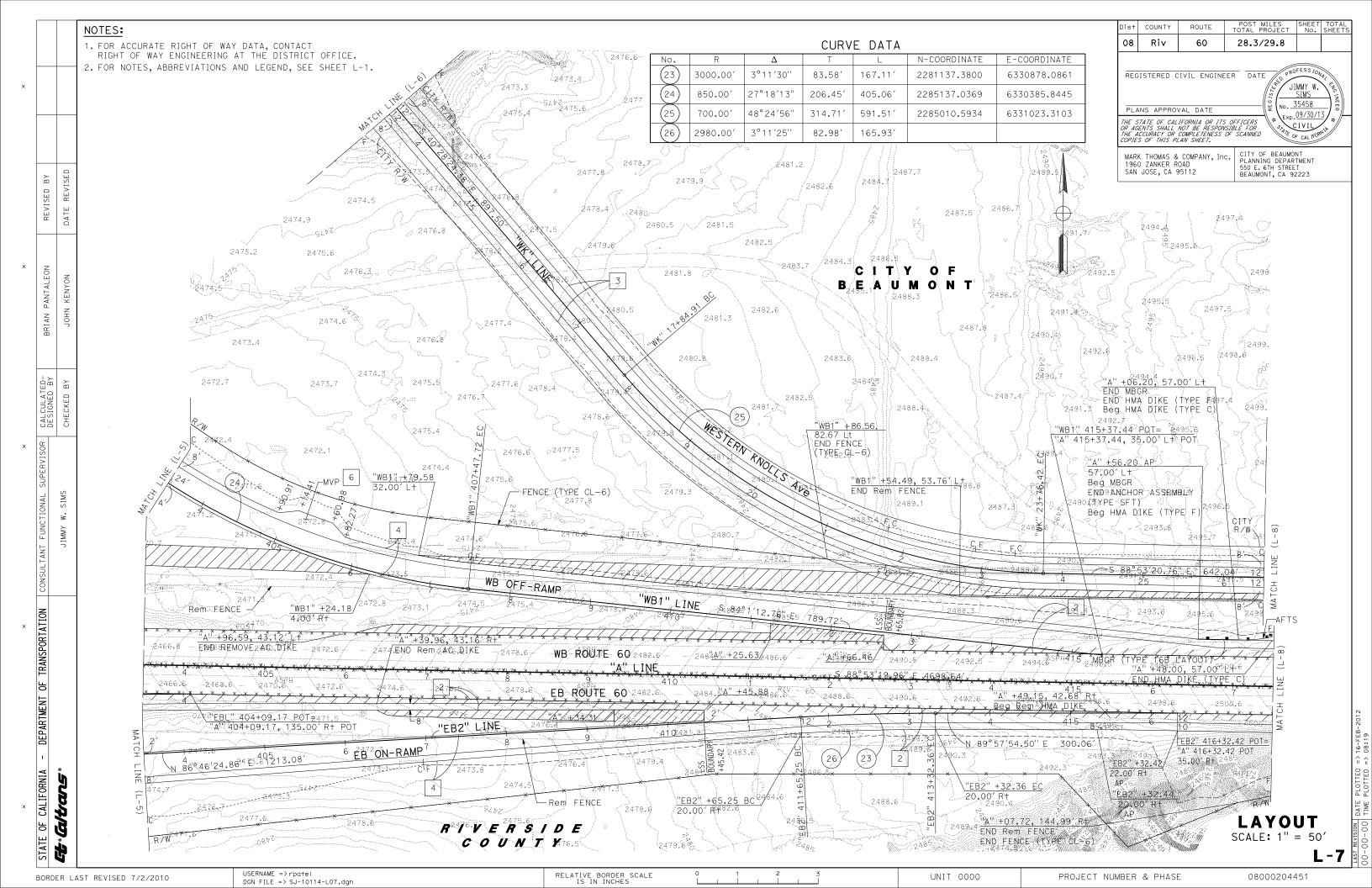
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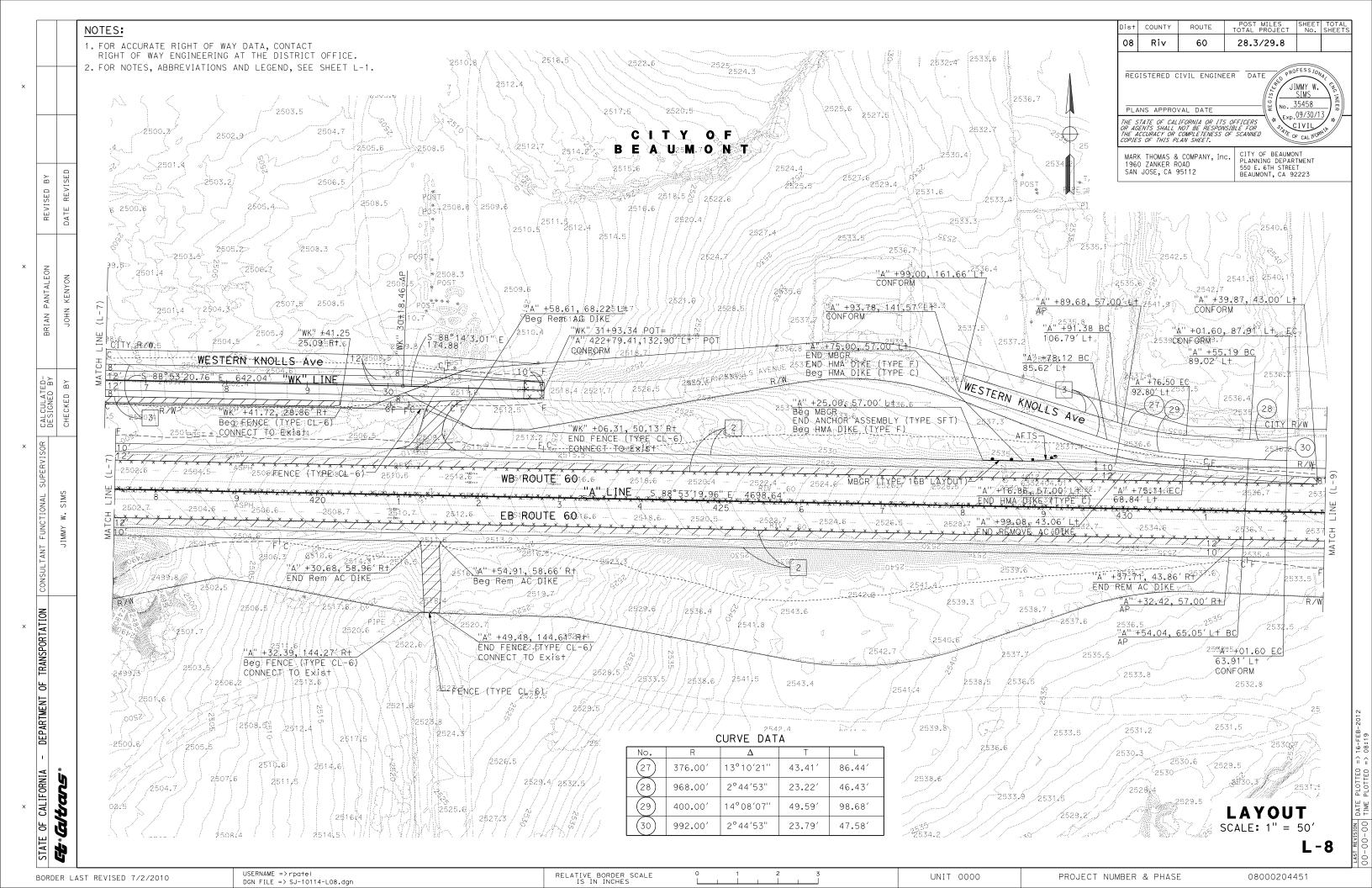
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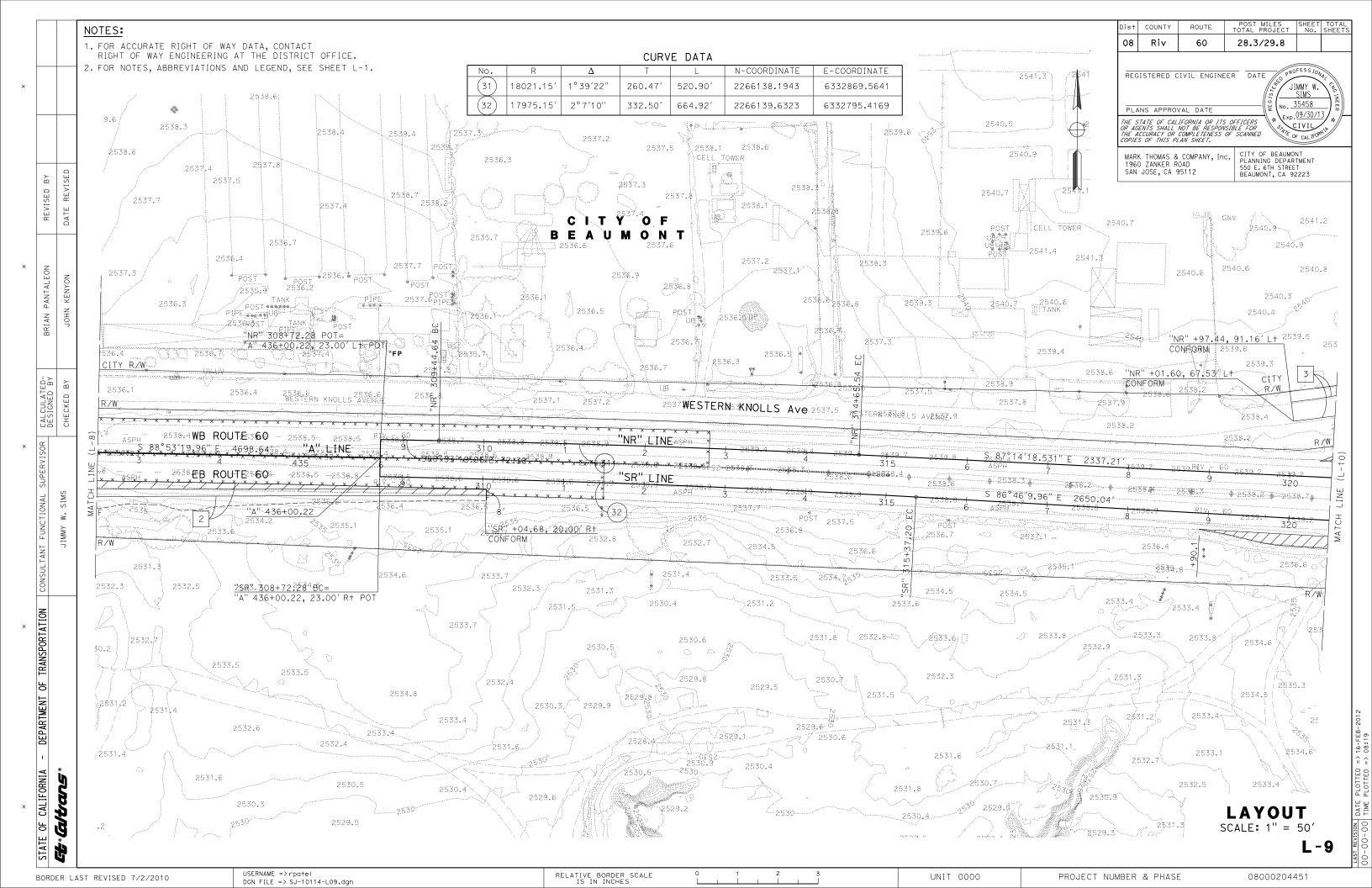
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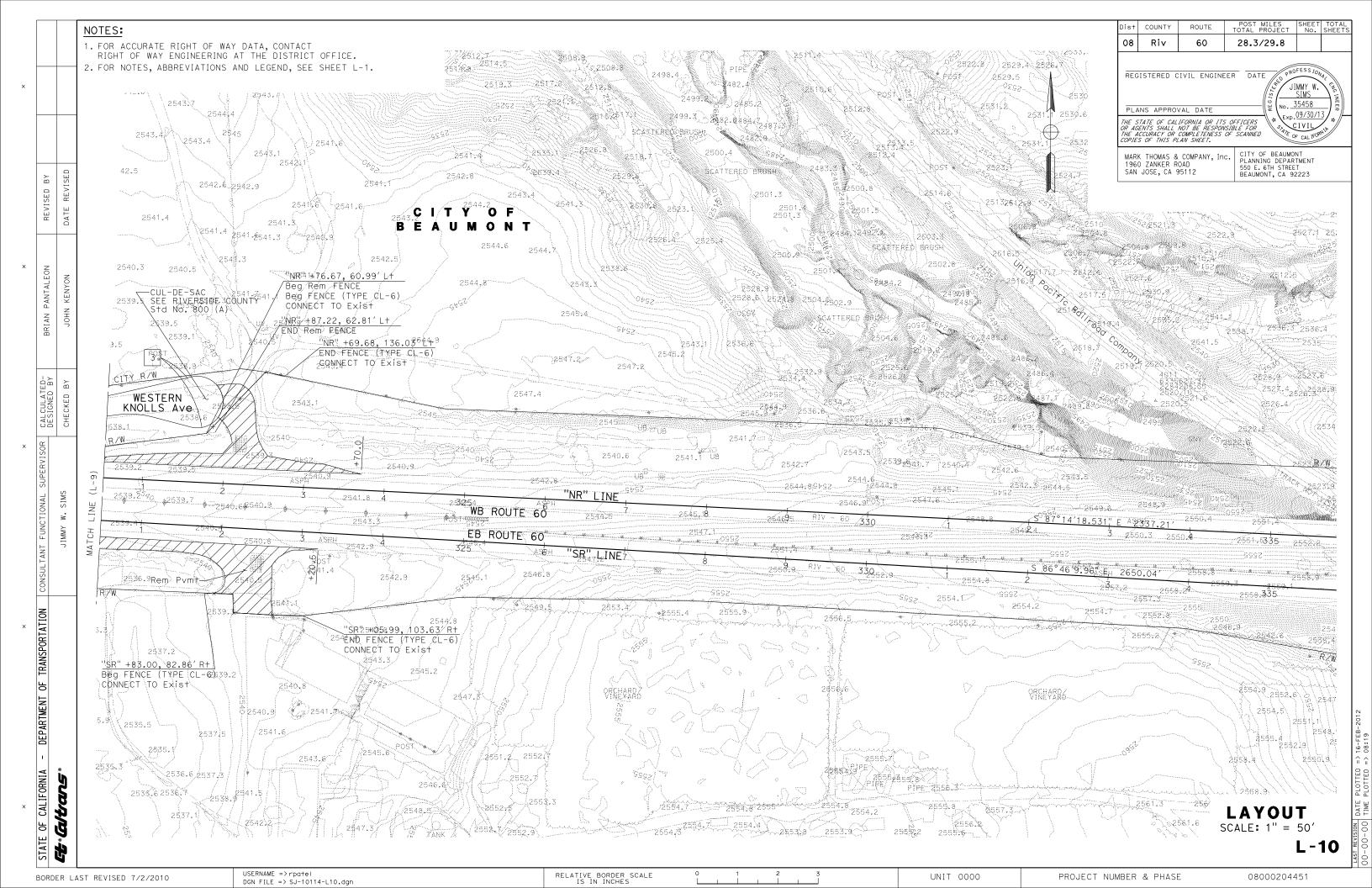


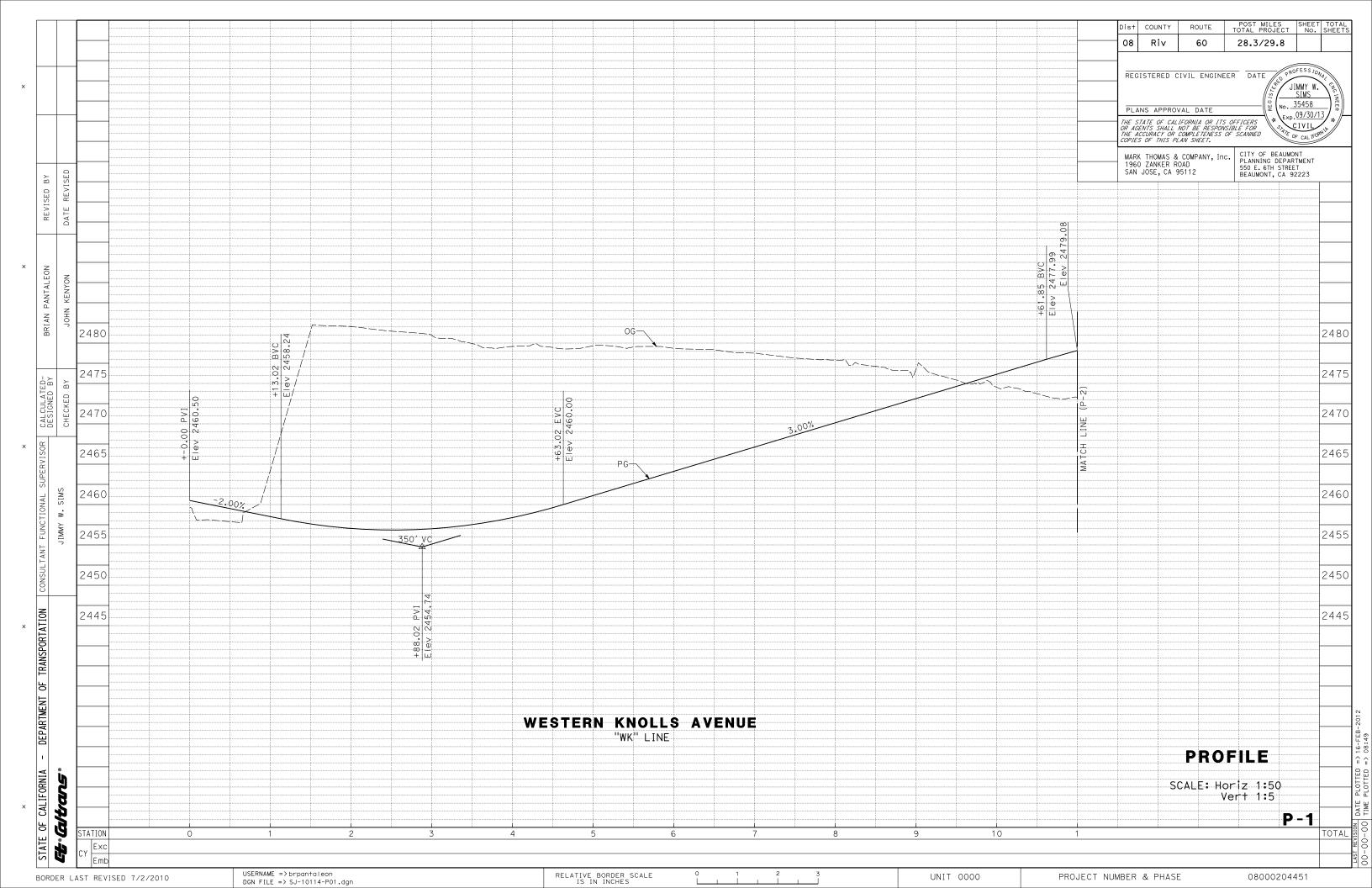




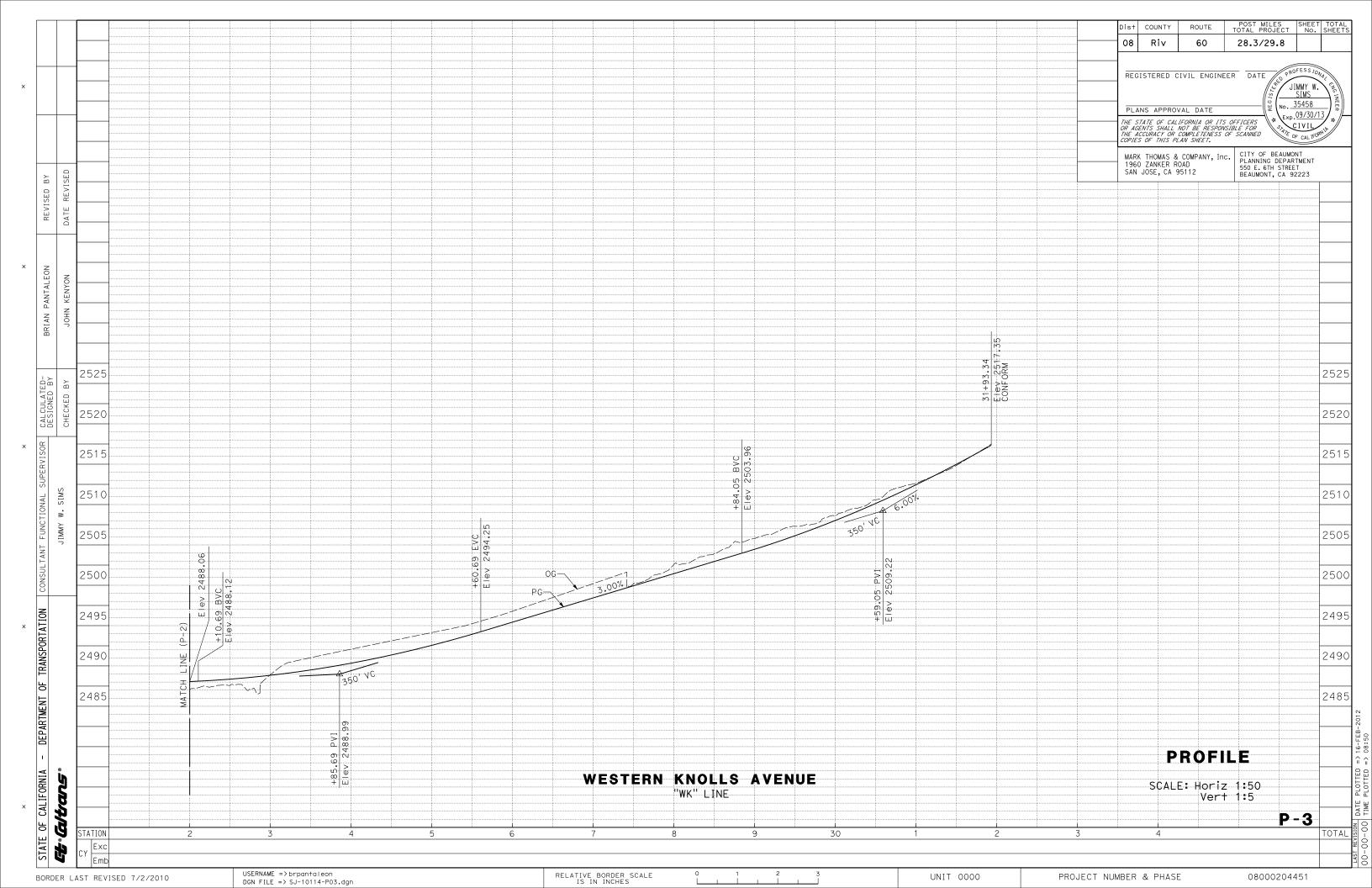


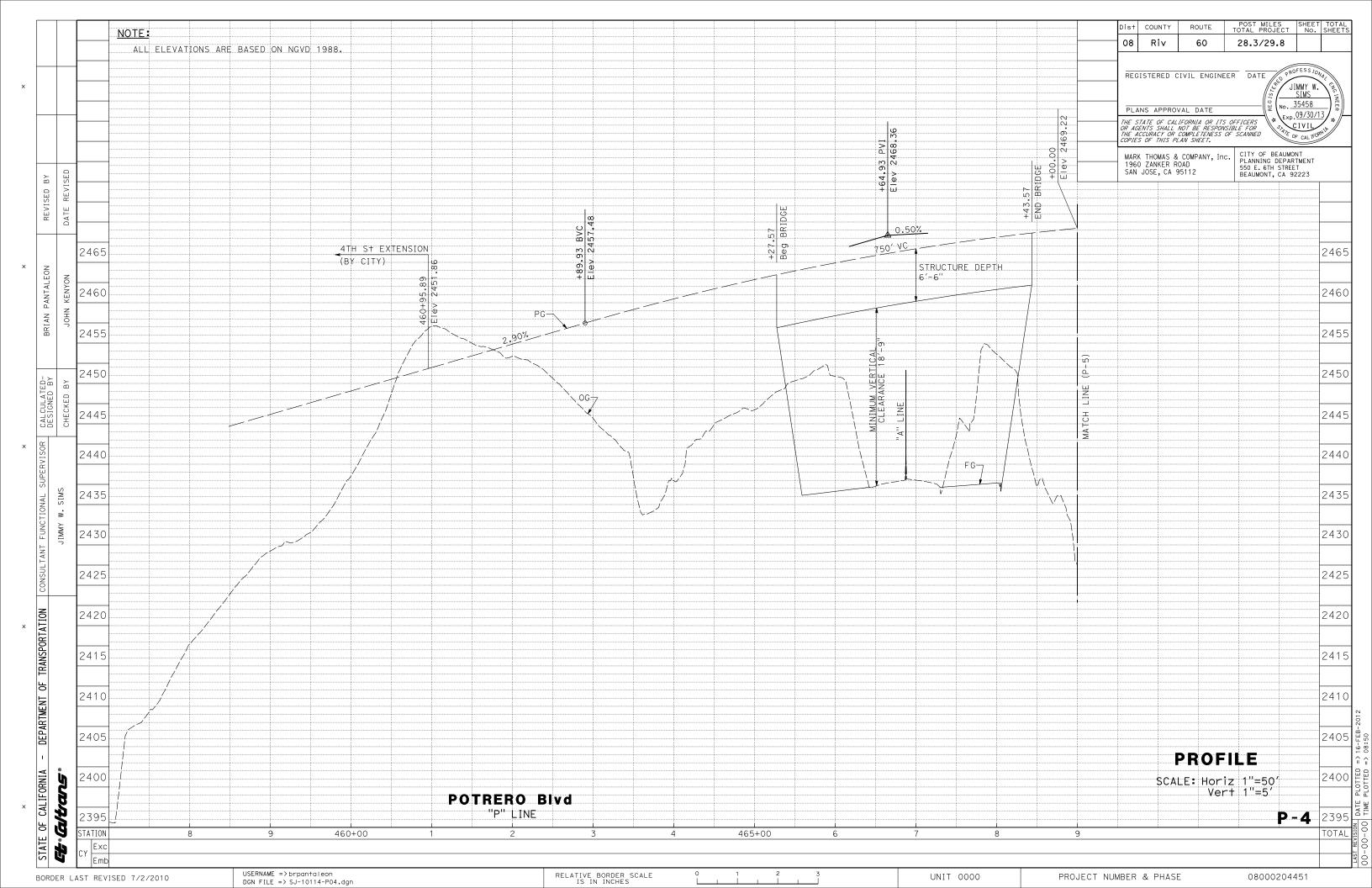


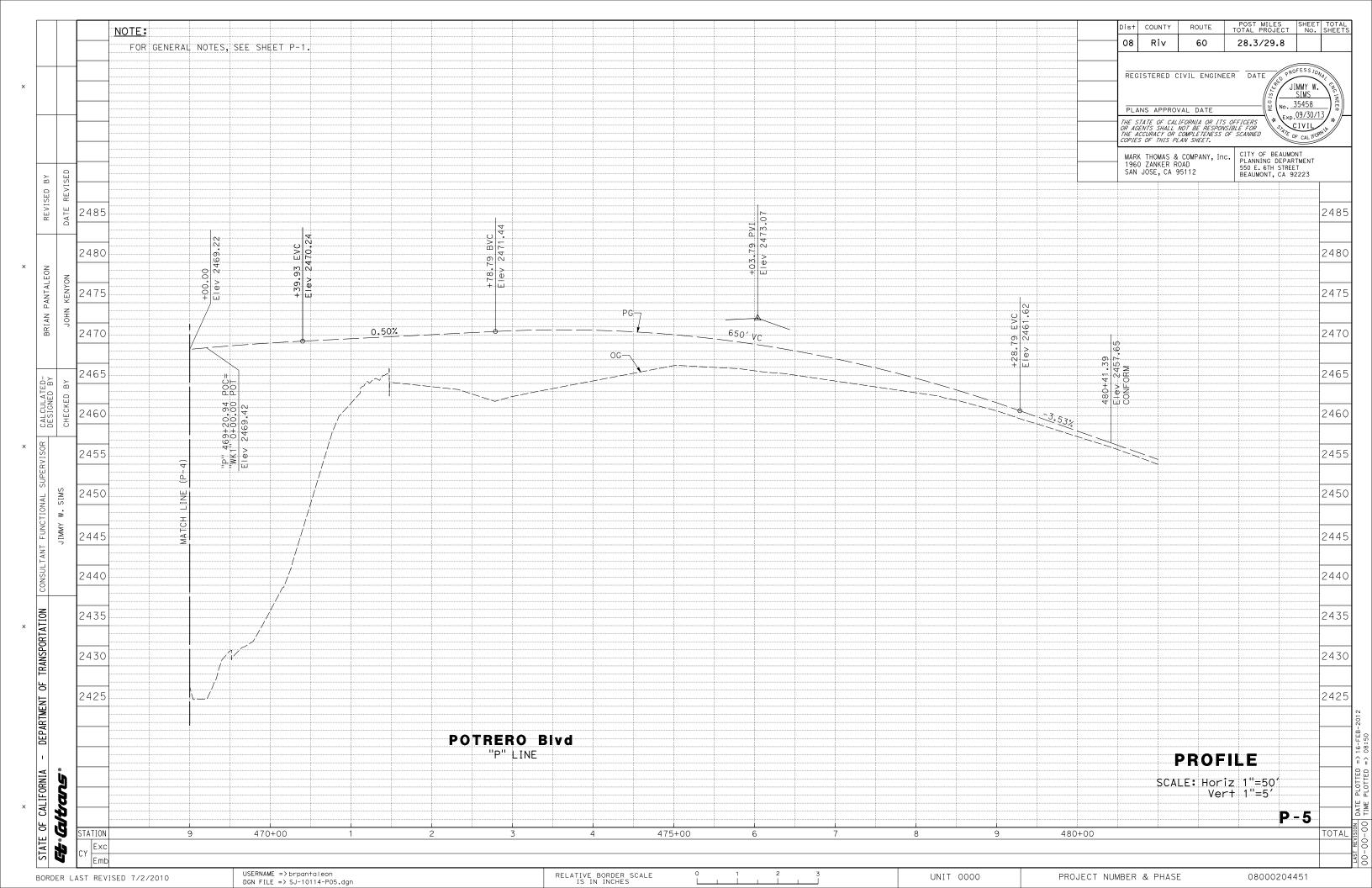


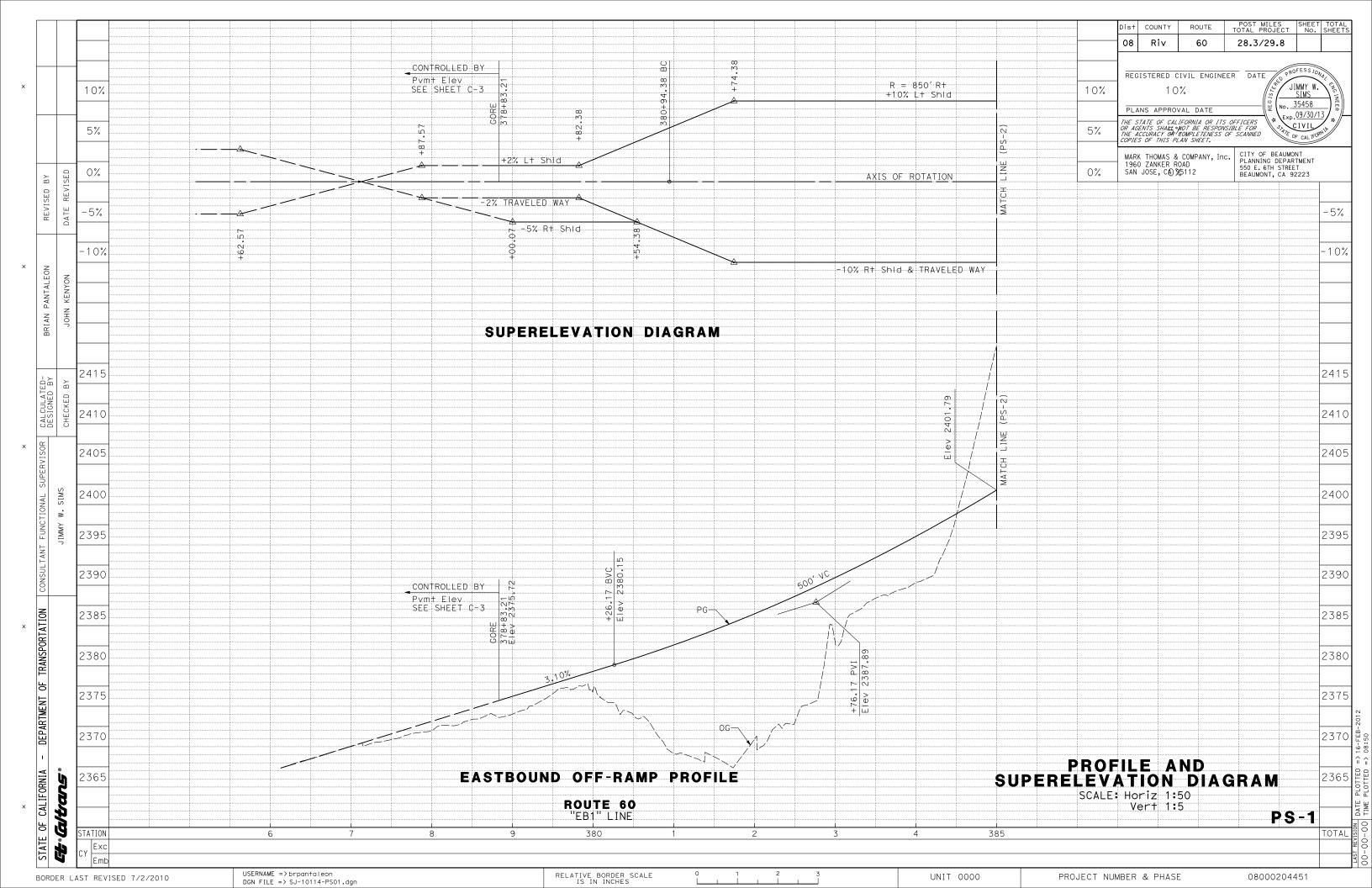


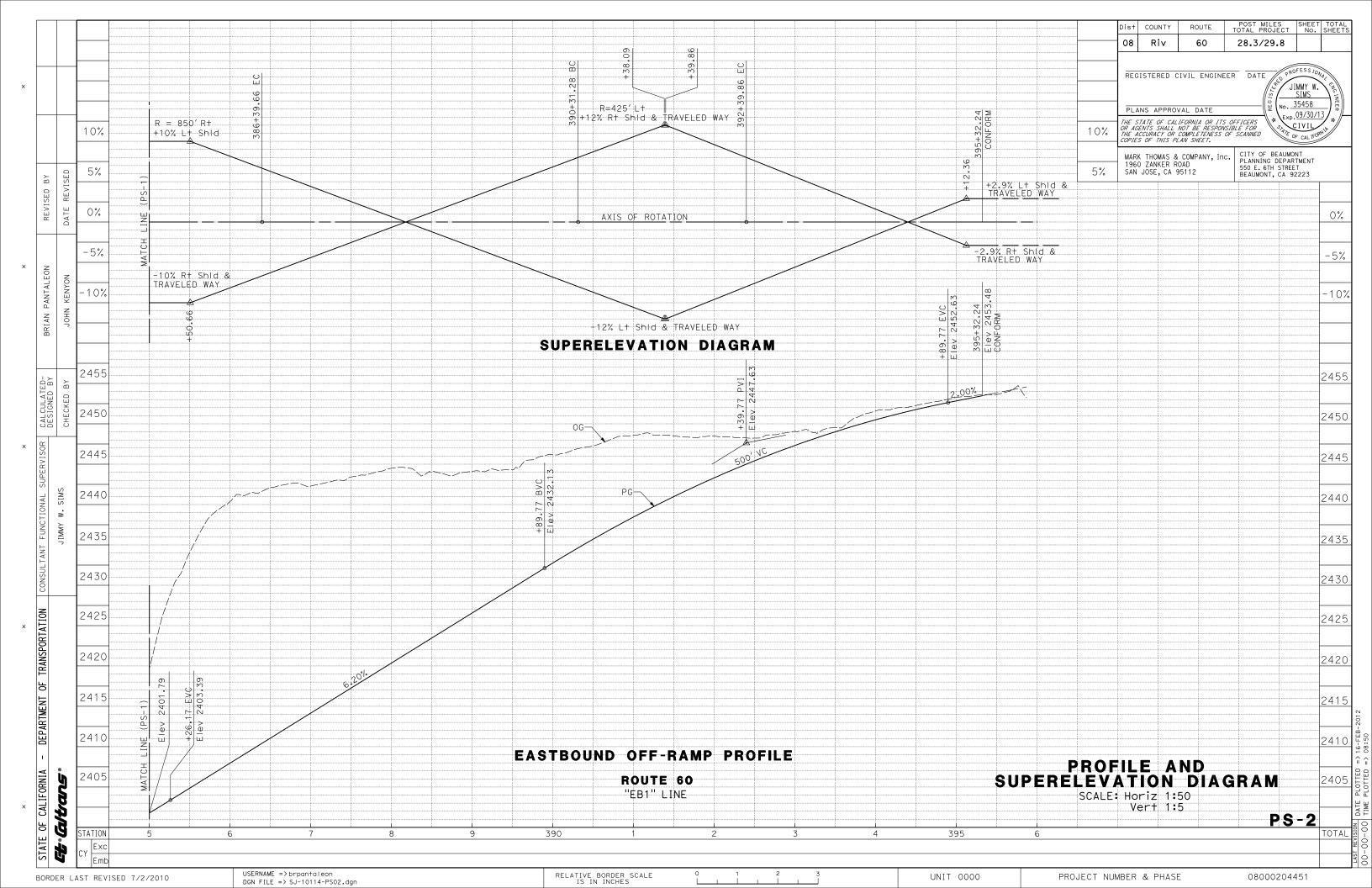


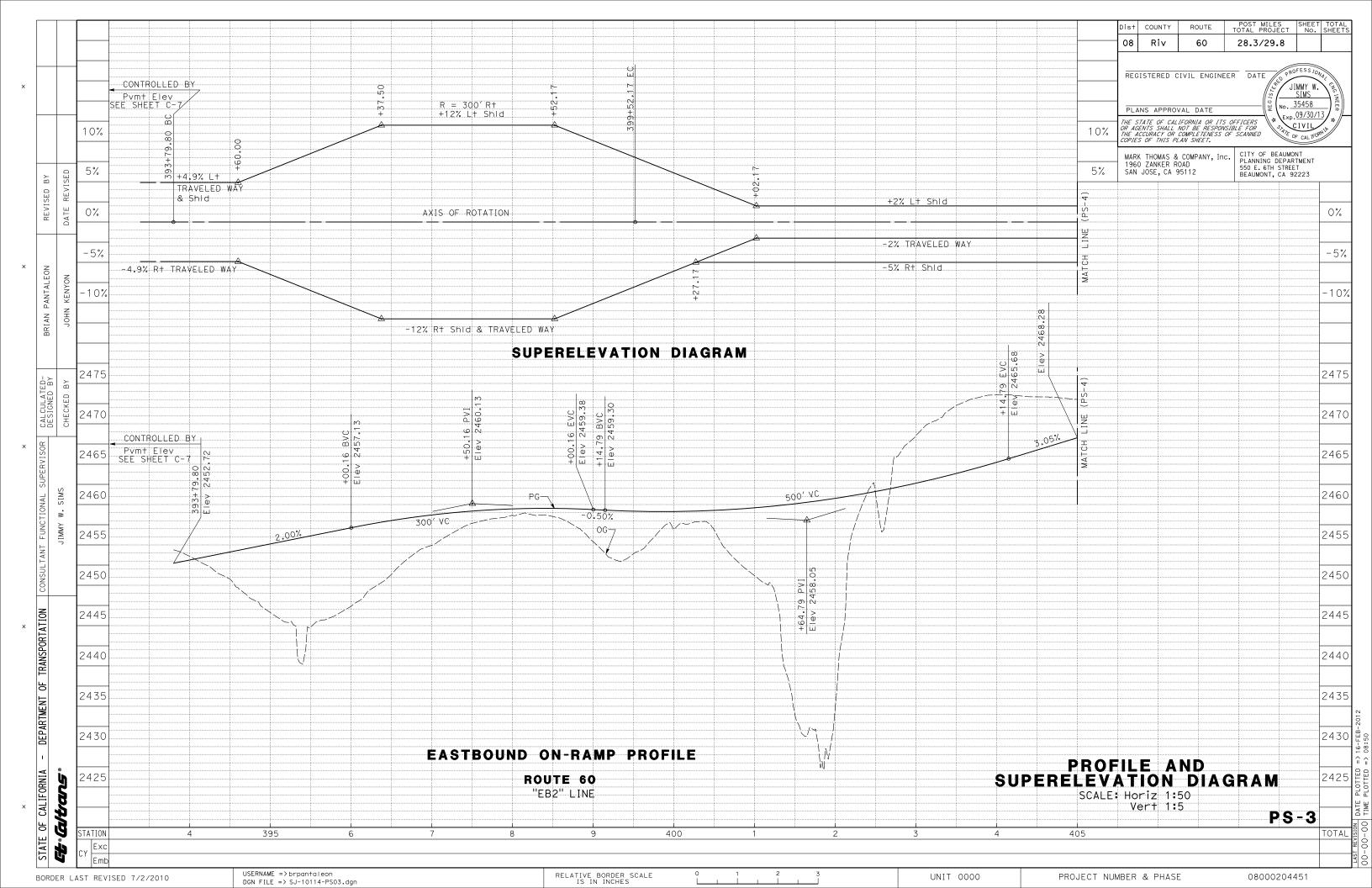


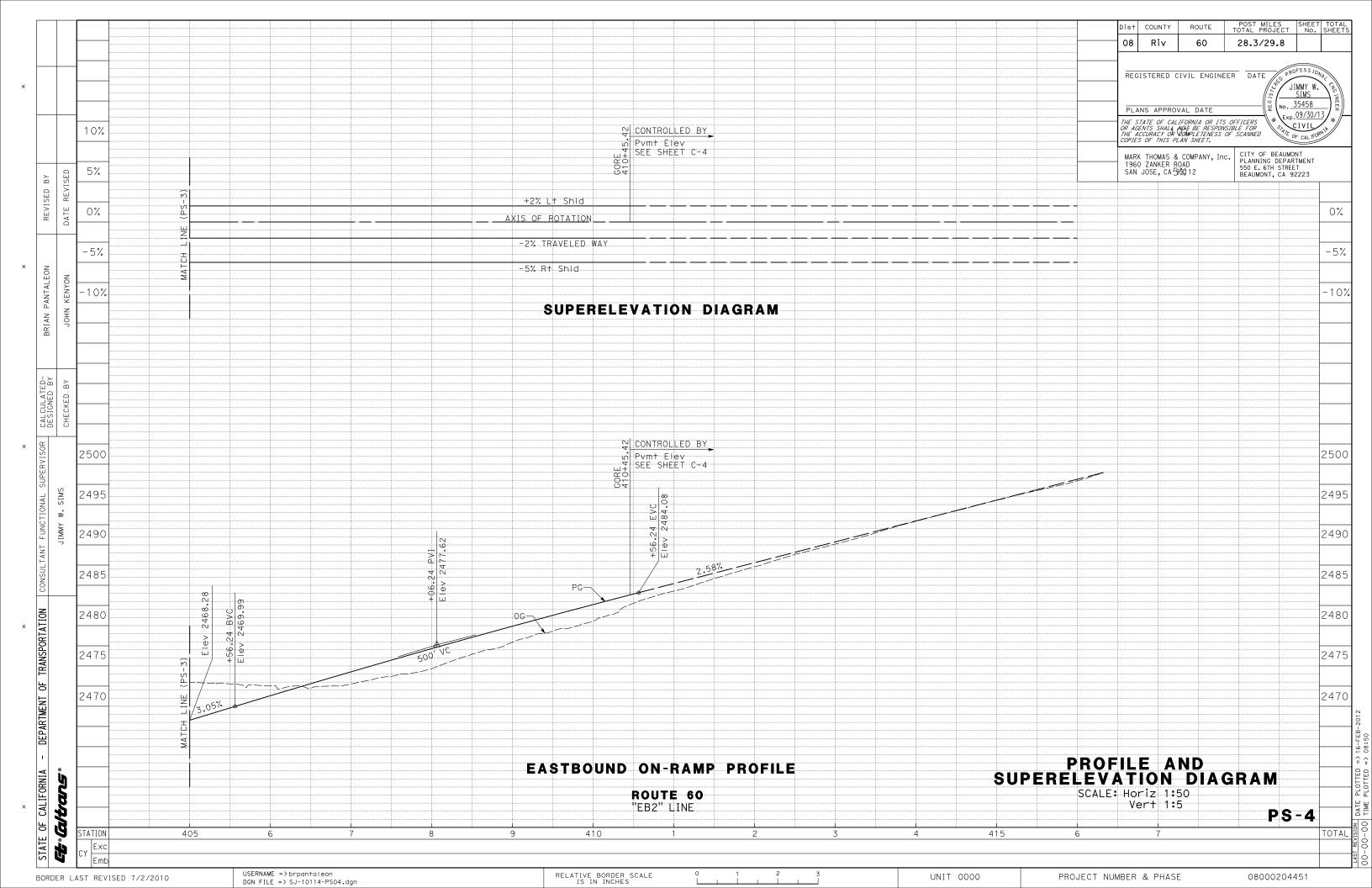


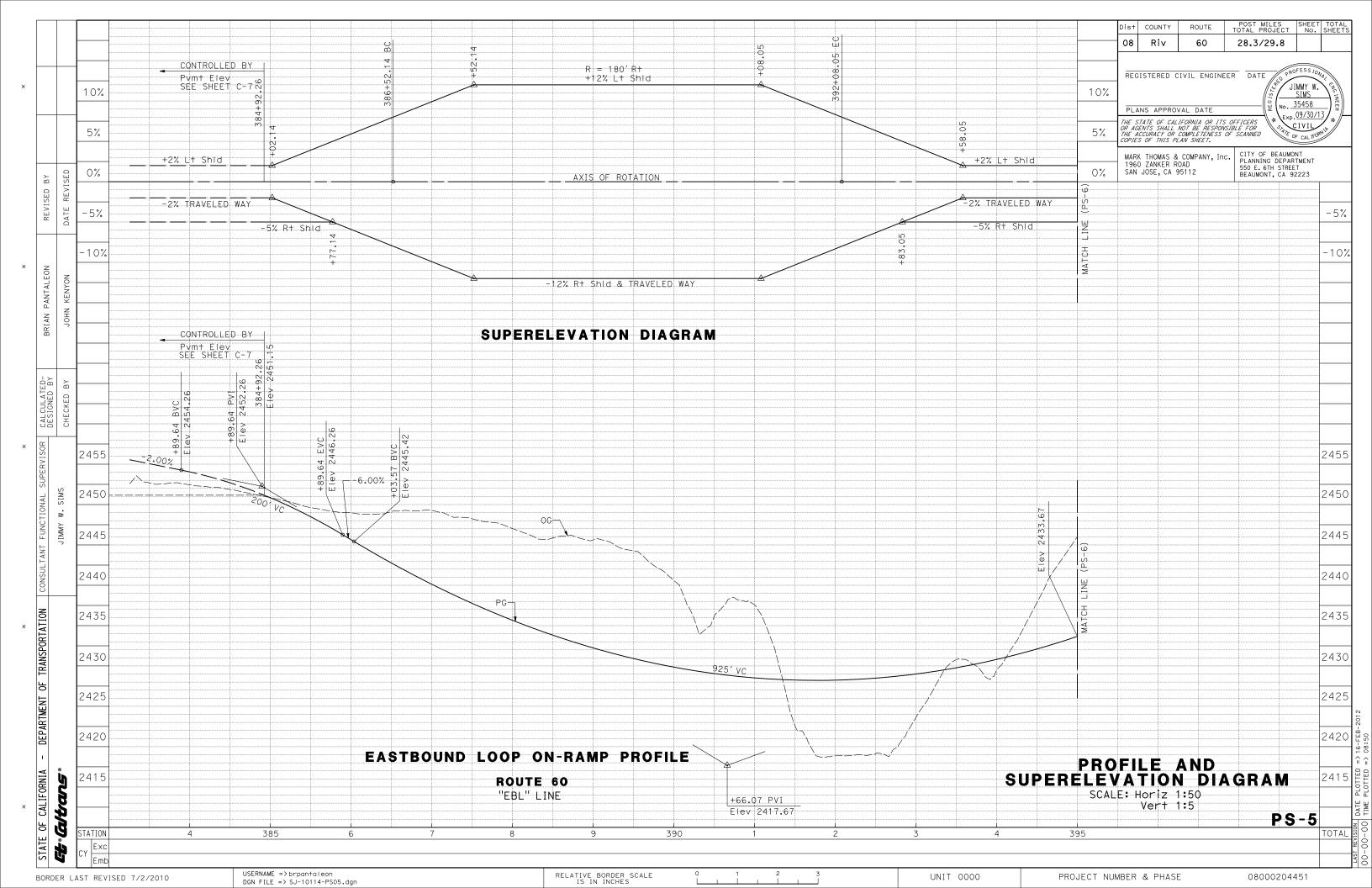


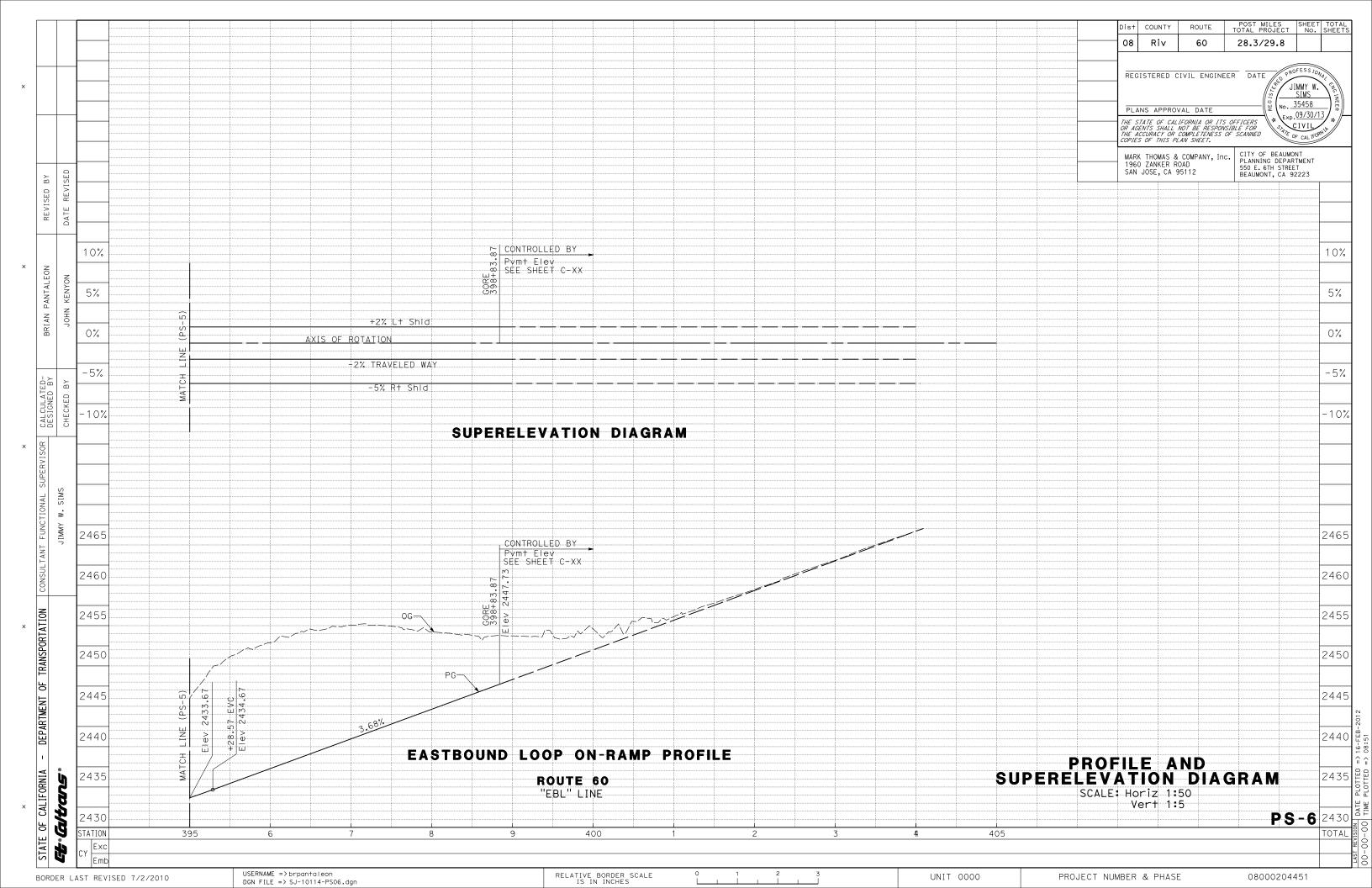


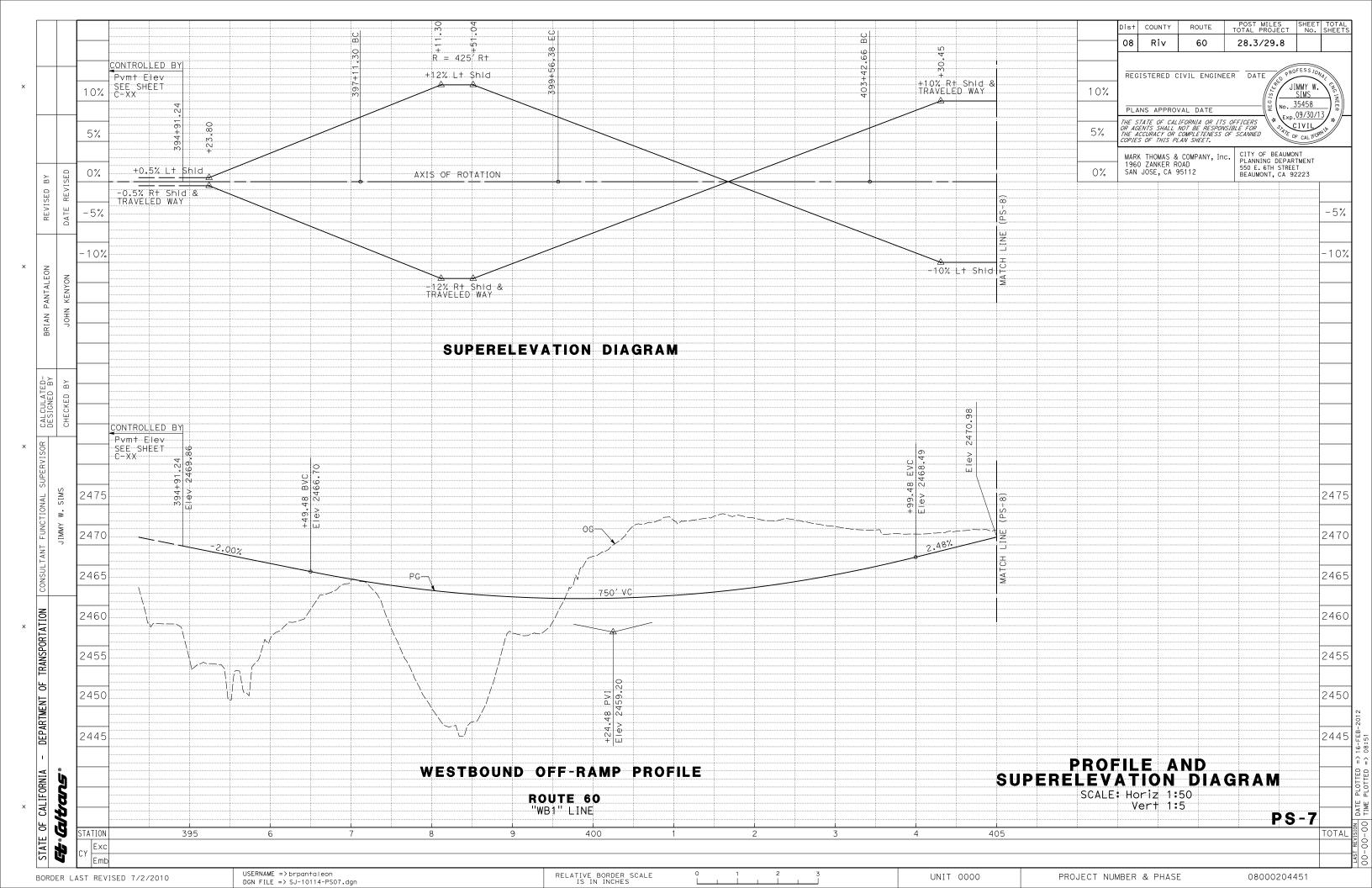


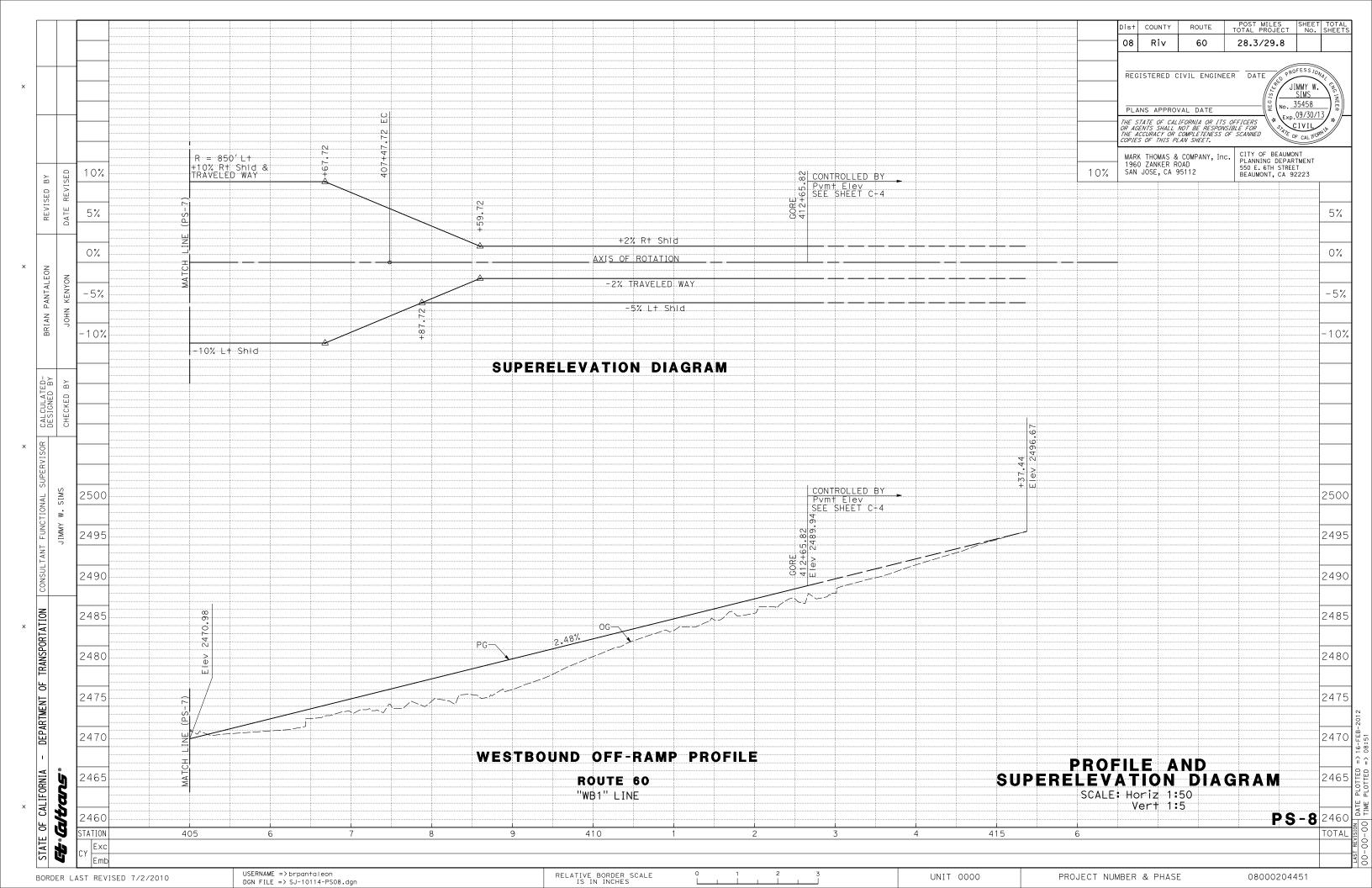


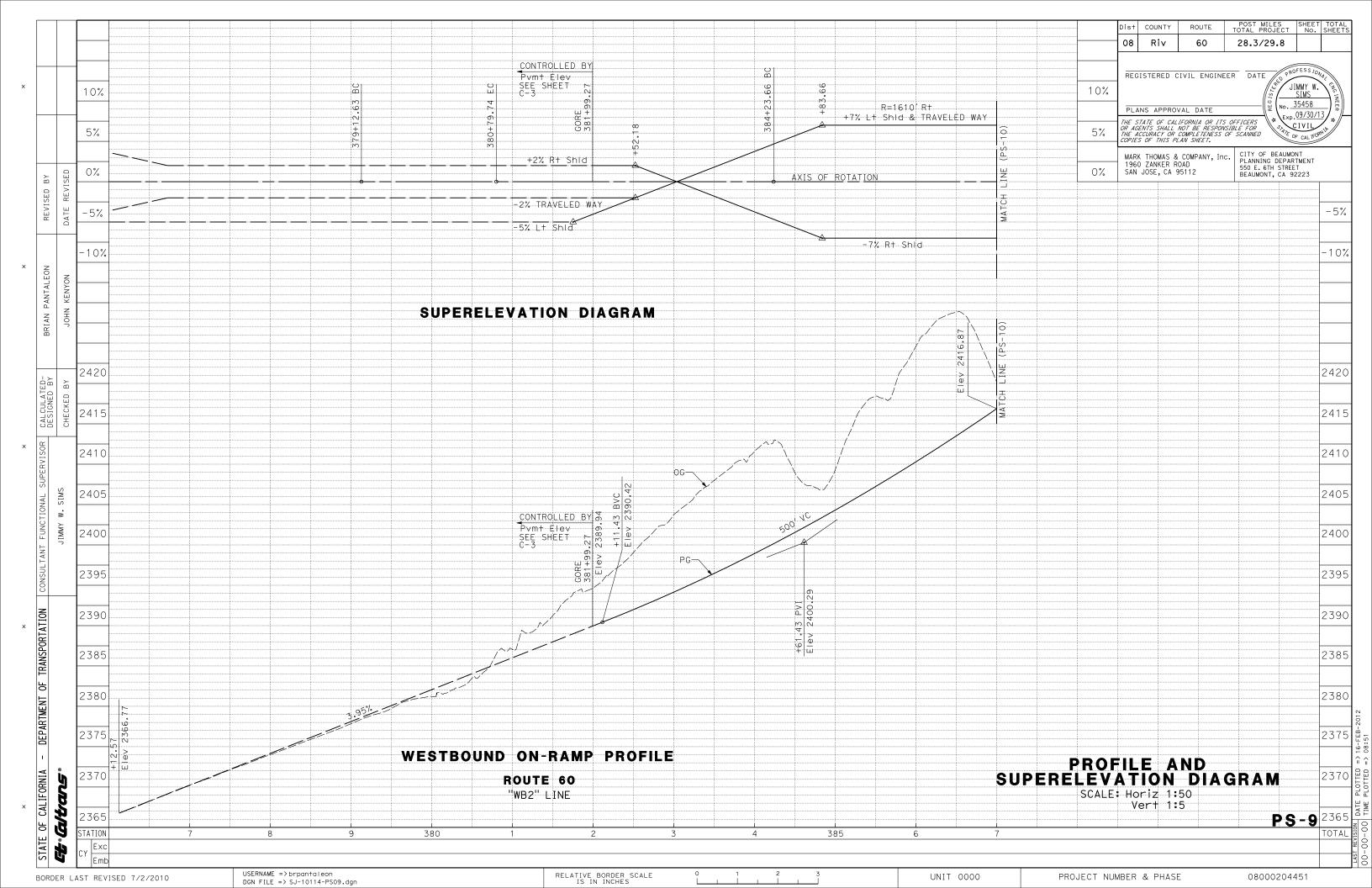


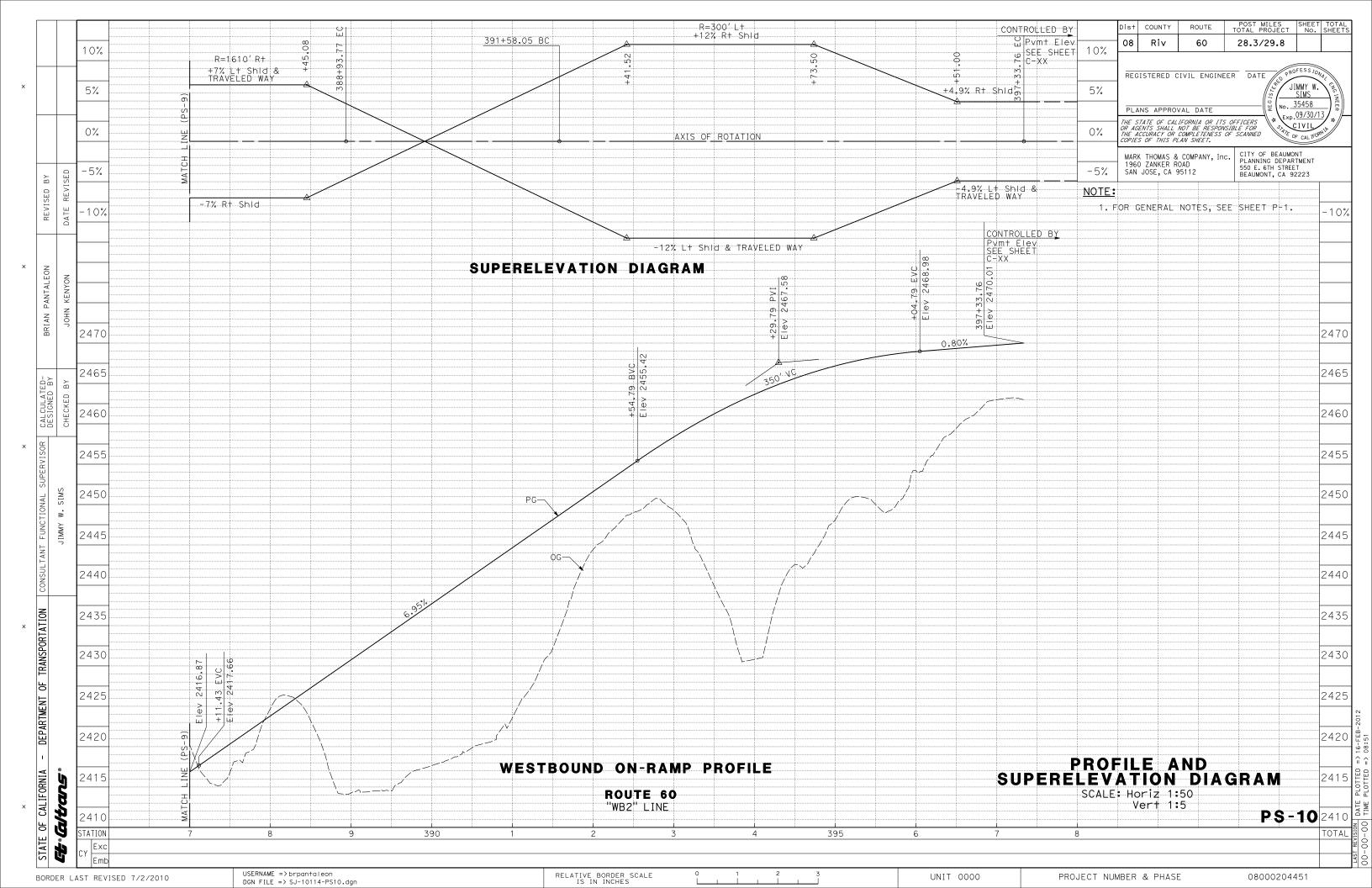


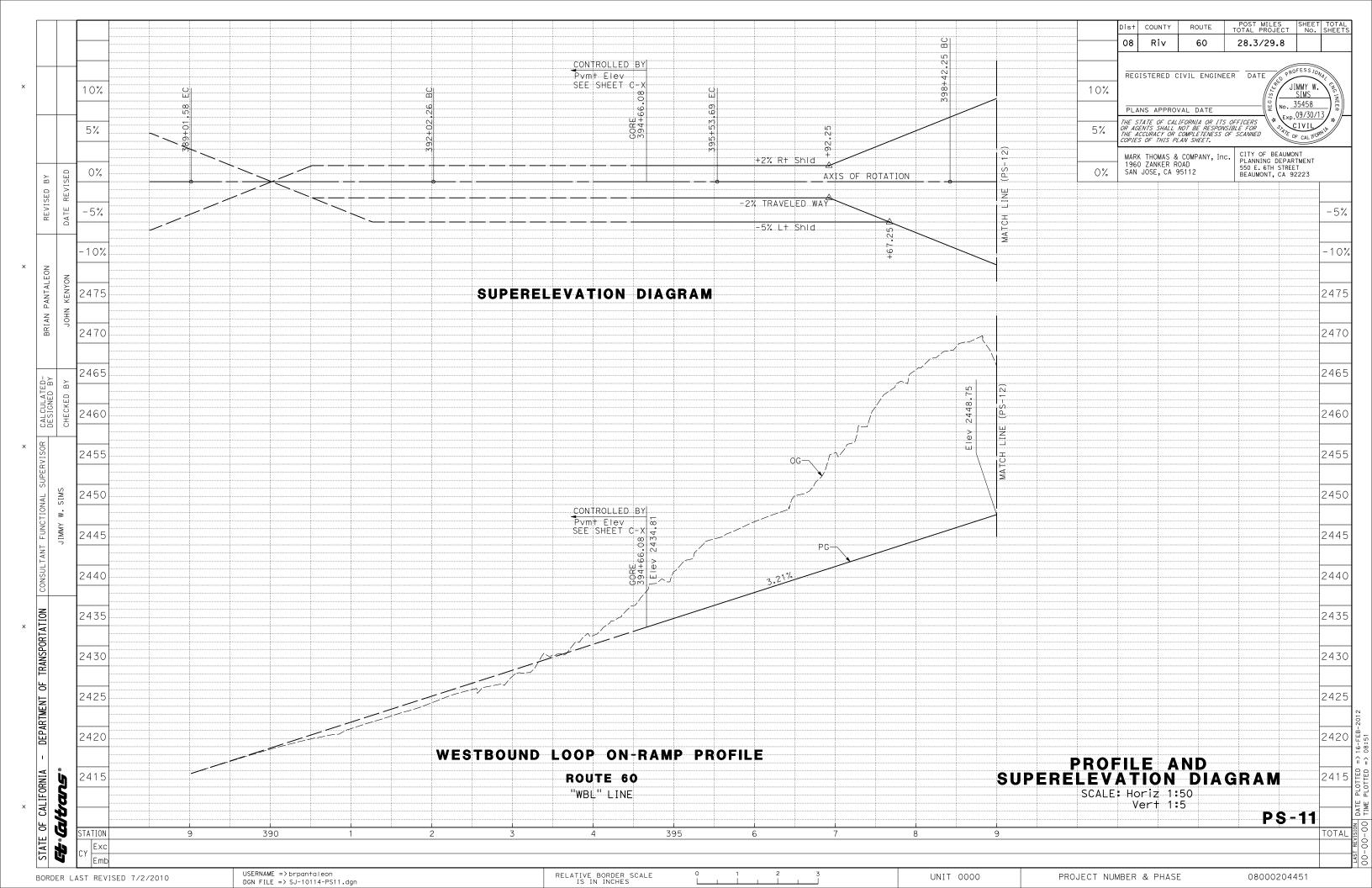


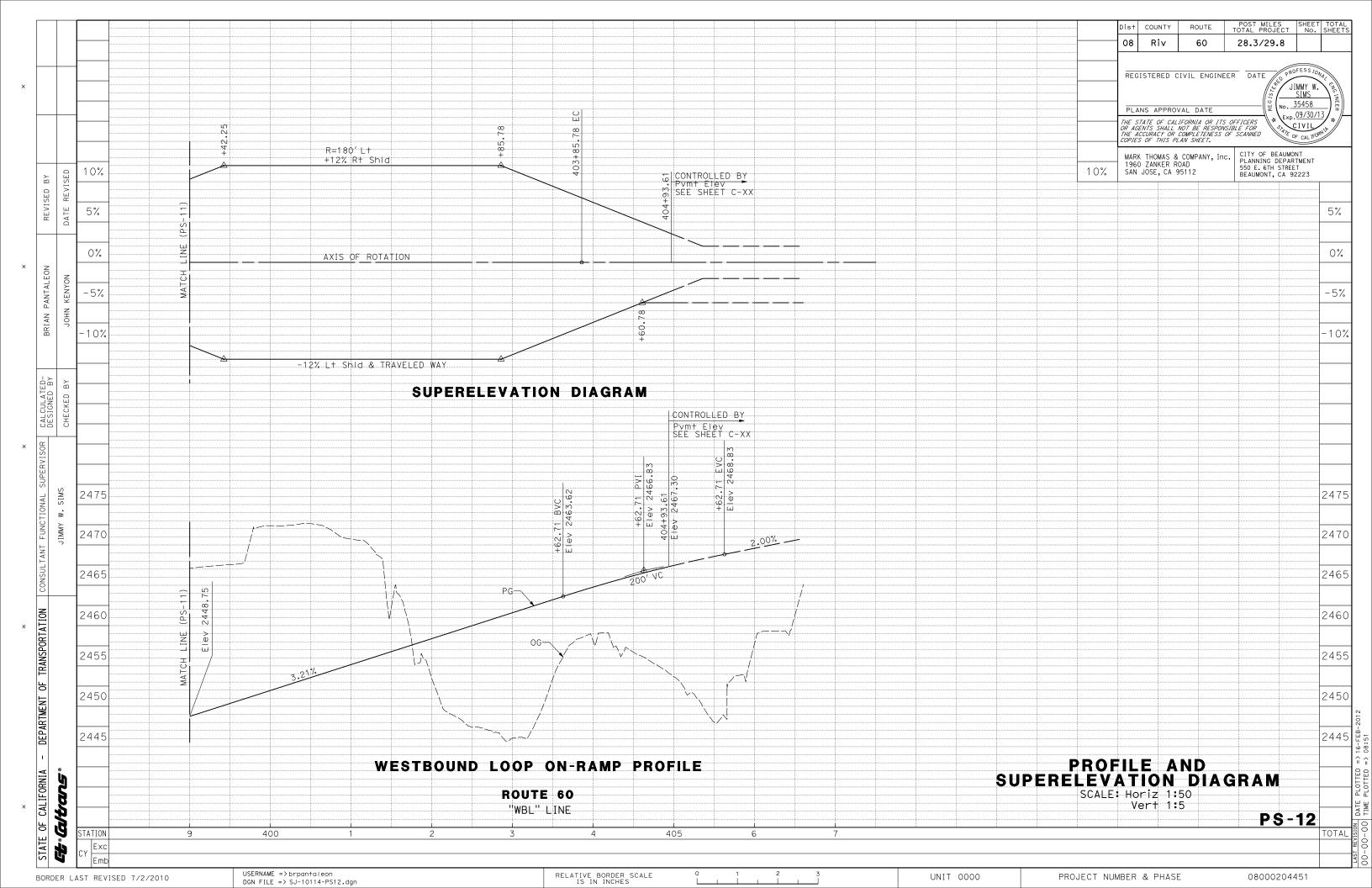


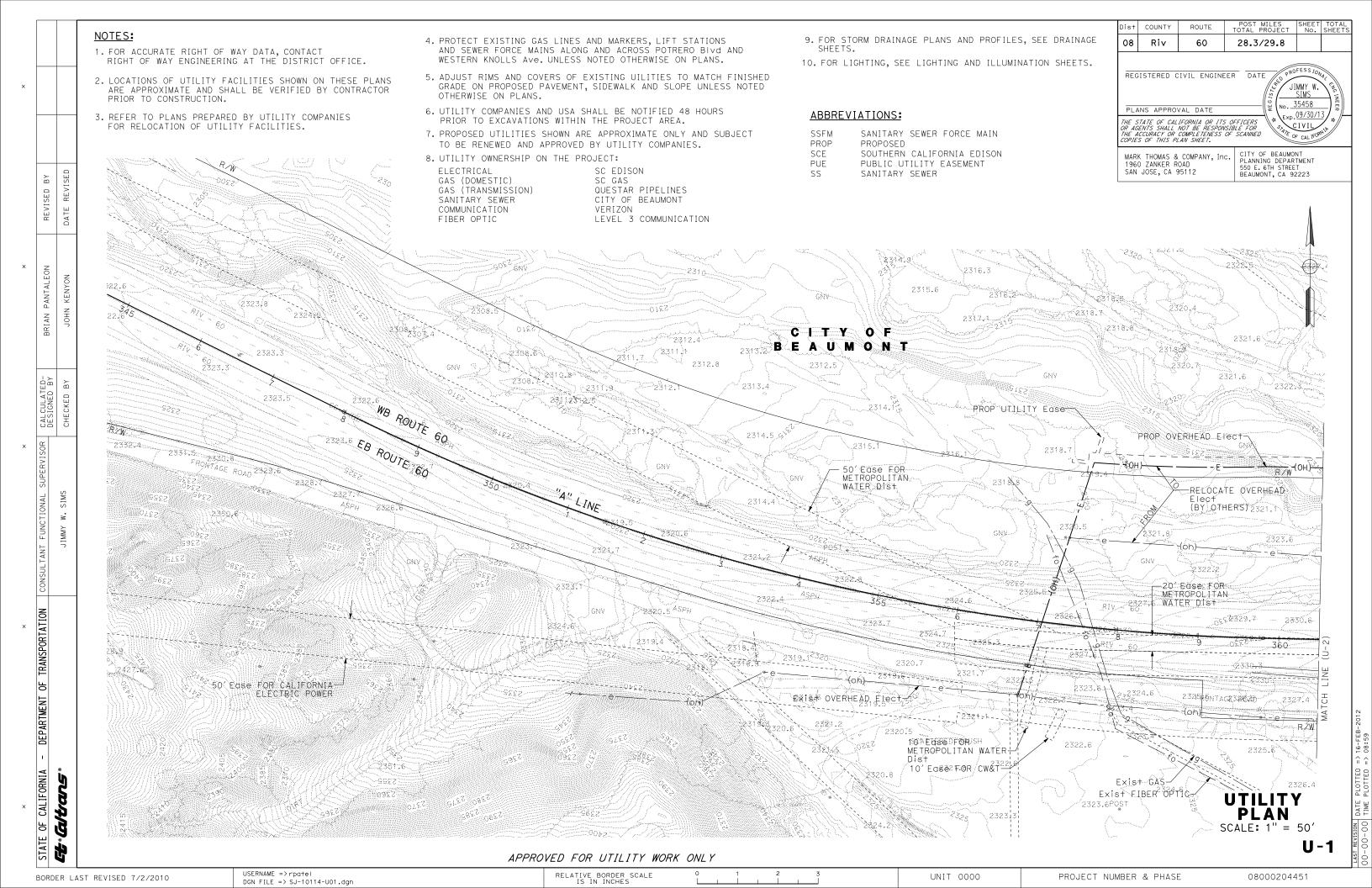


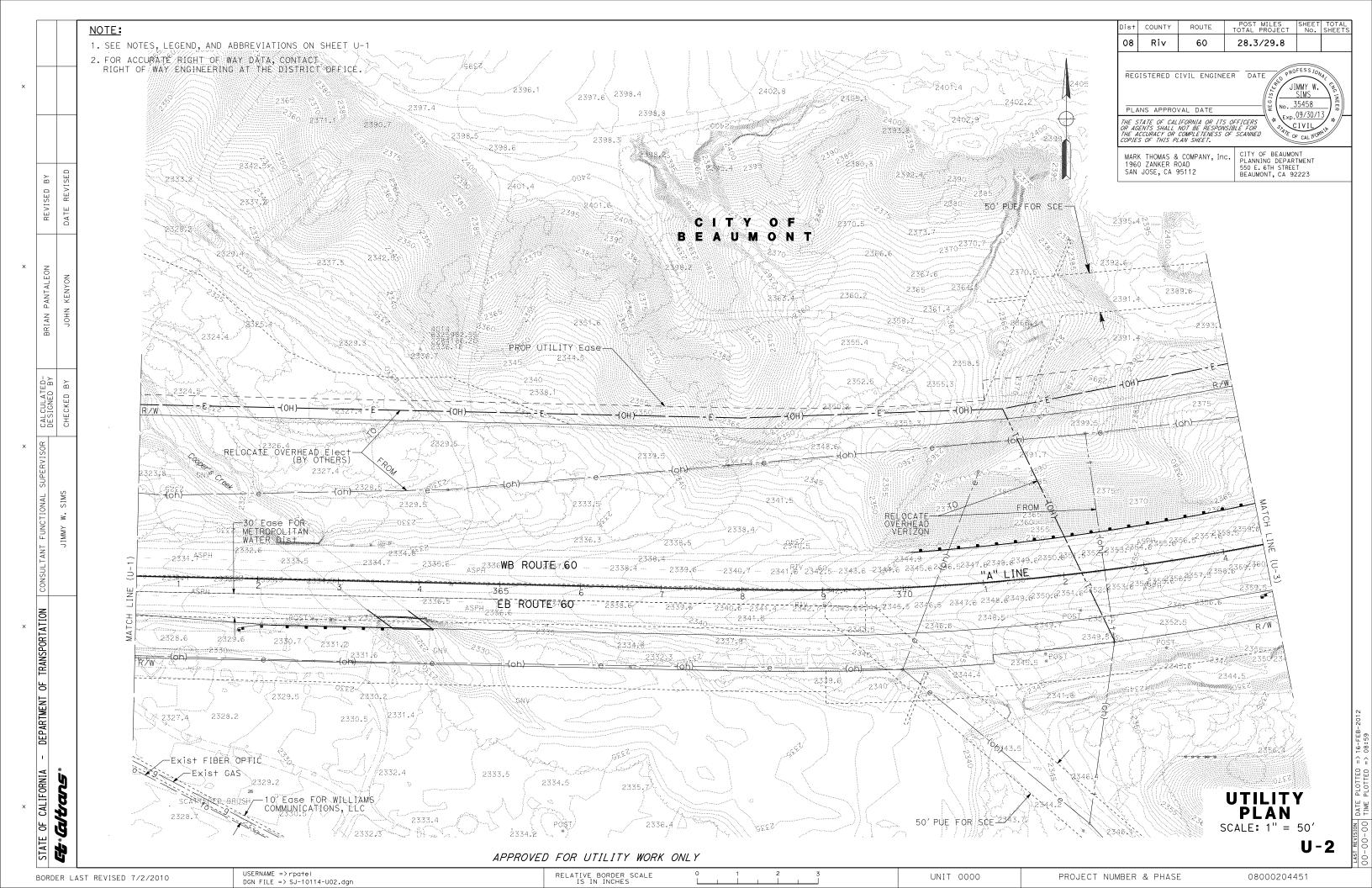


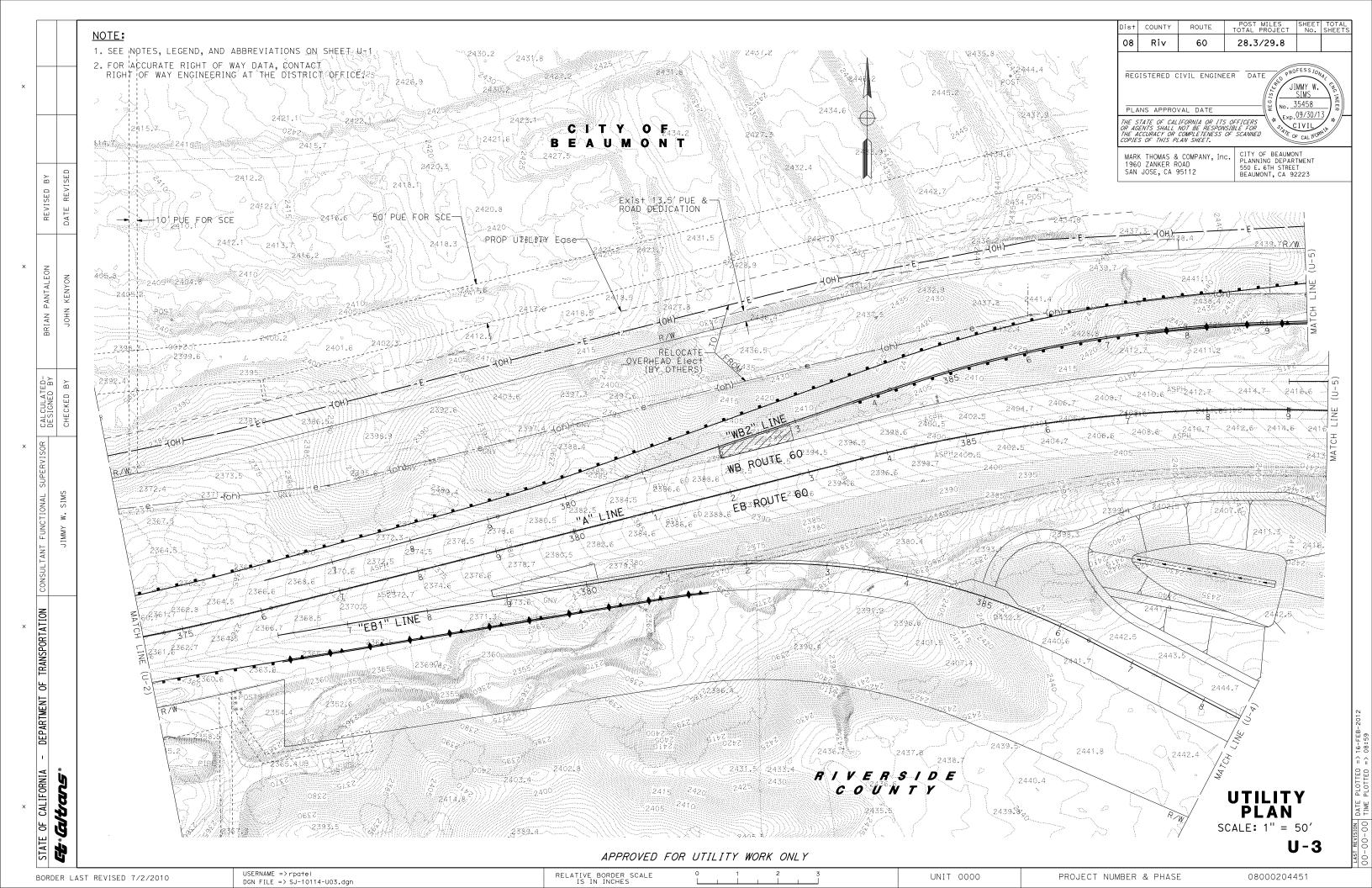


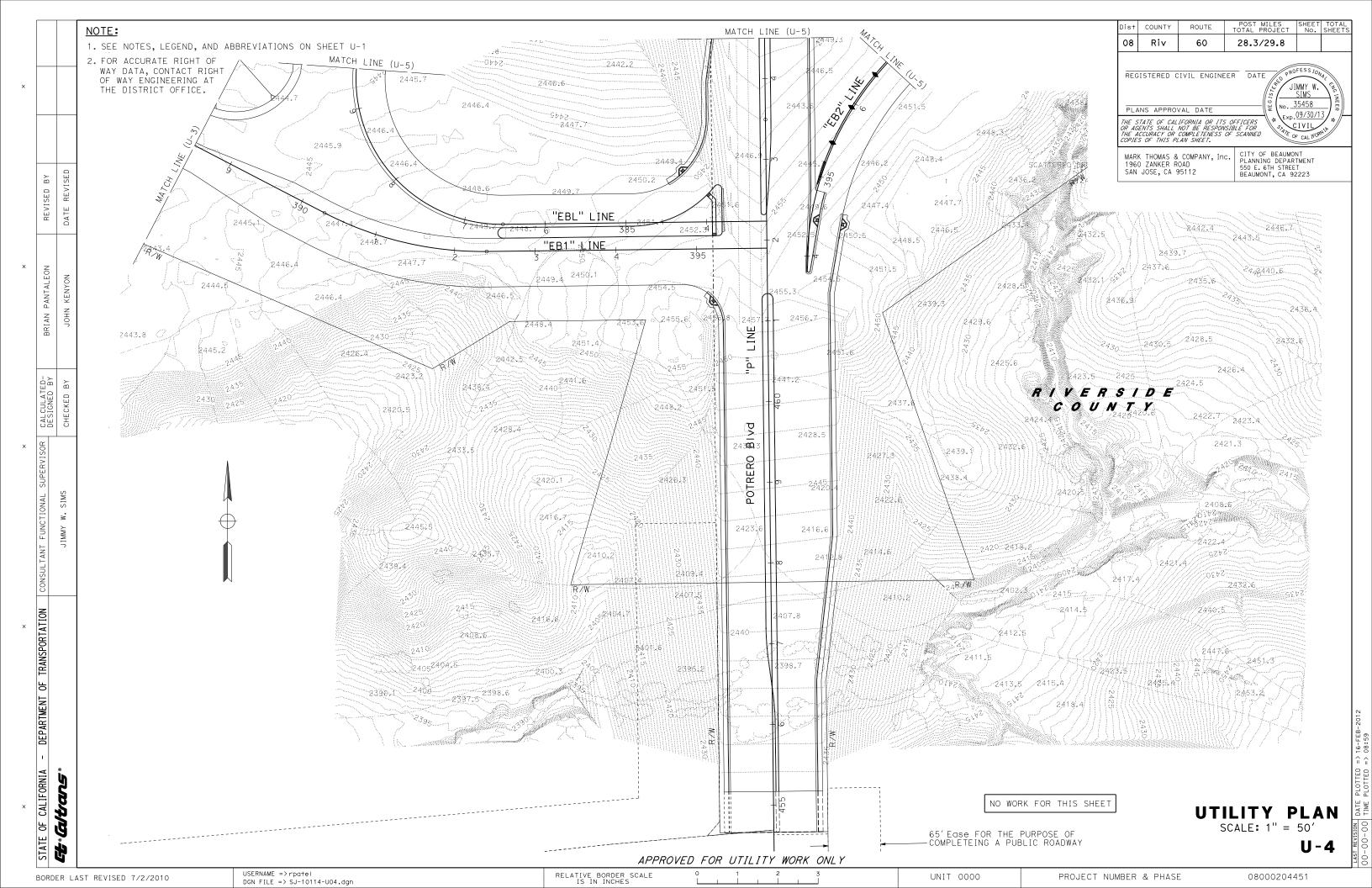


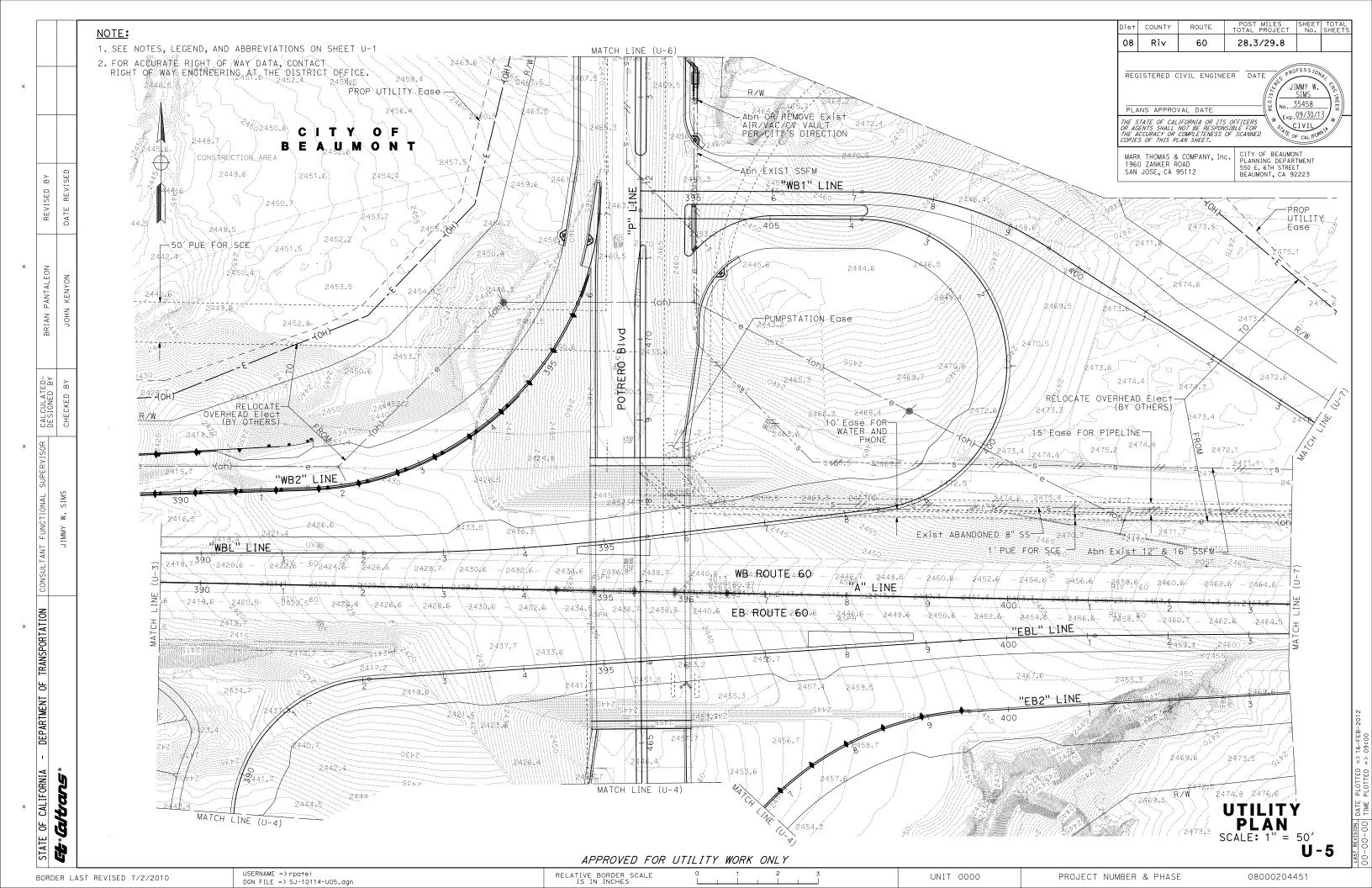




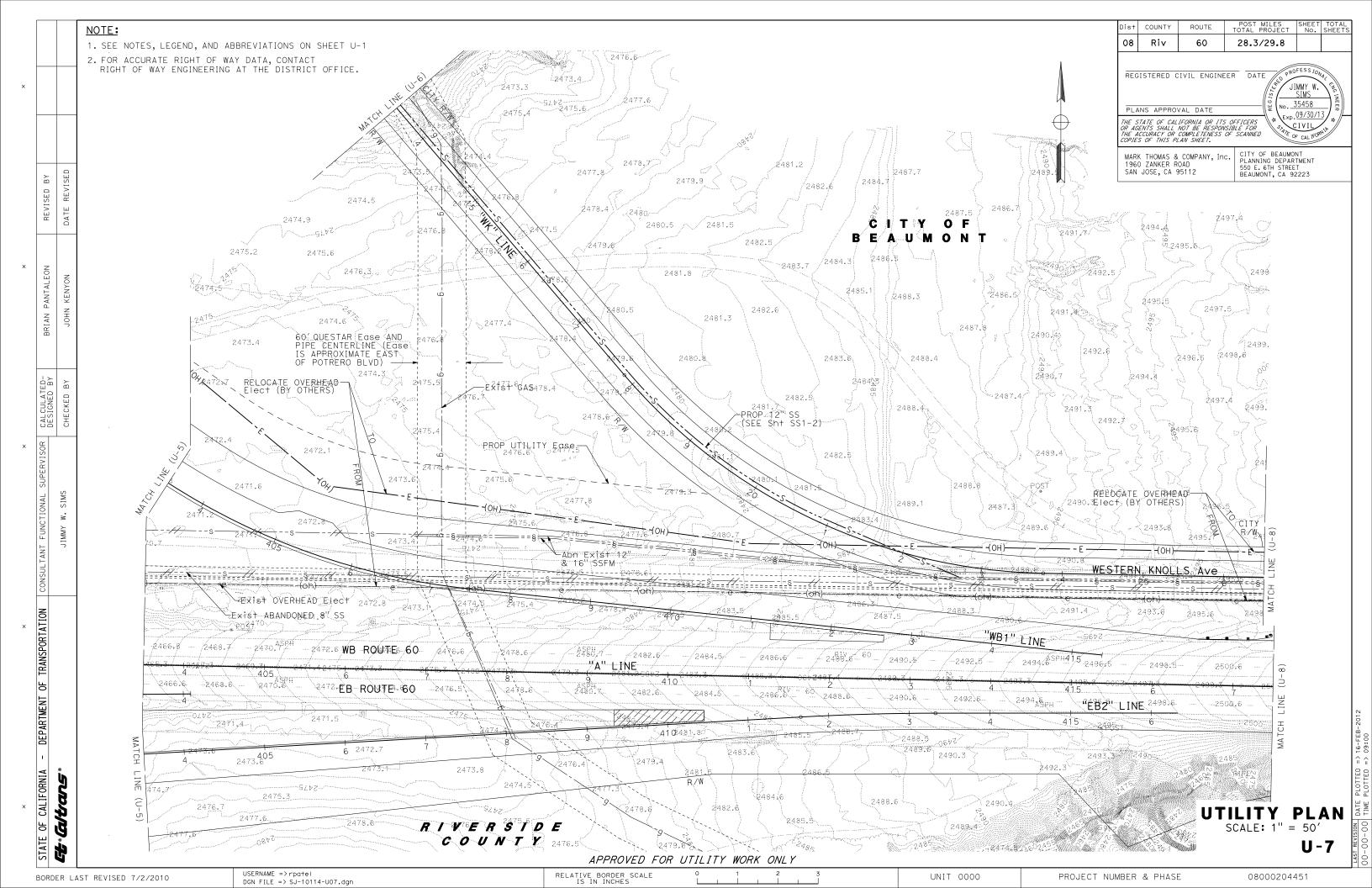


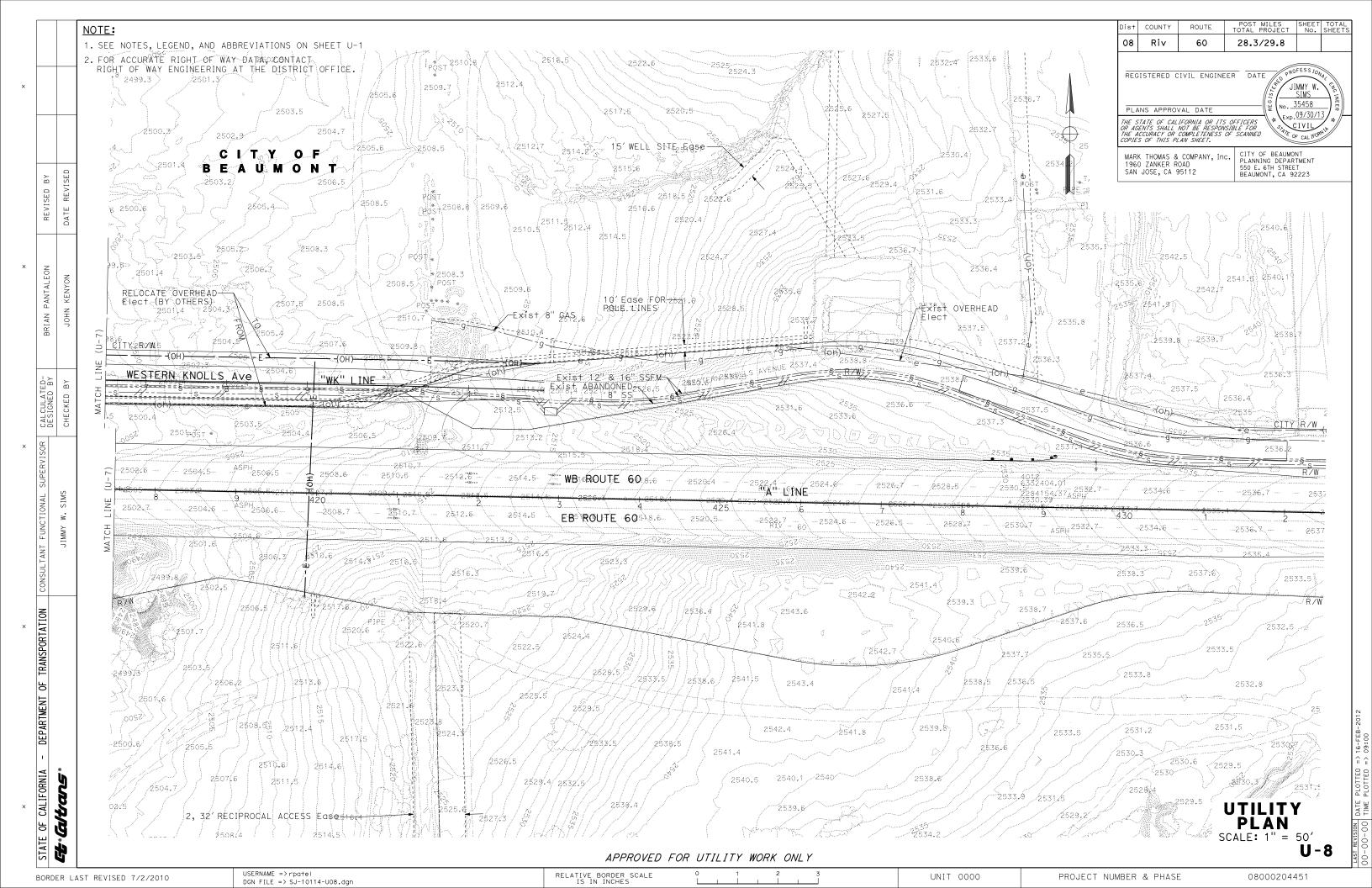










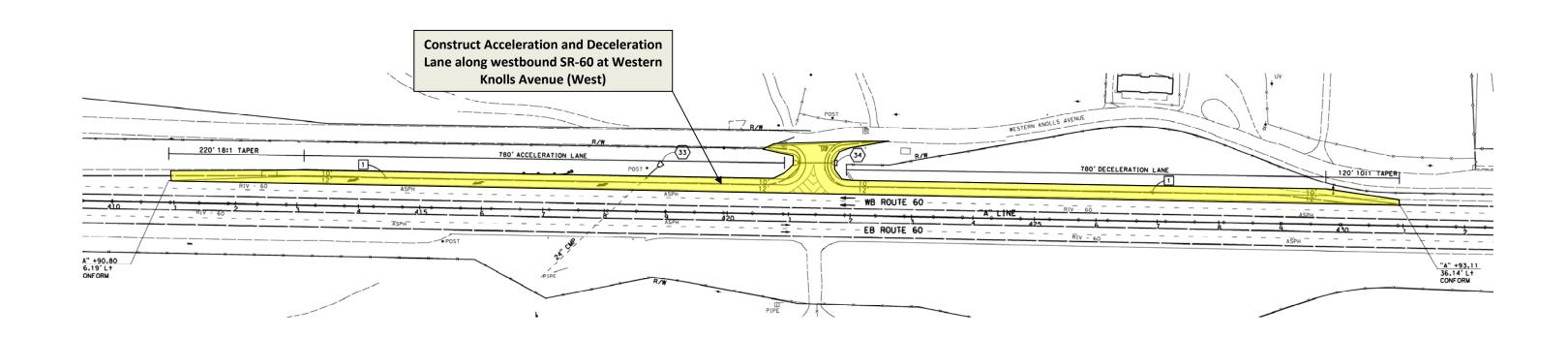


08-RIV-60-PM 28.03/30.42 EA 341400 PN 0800000612 RU 2232 Local Funds 800.100 February 2013

ATTACHMENT U INTERIM IMPROVEMENTS EXHIBIT



Limits of Interim
Improvements



ATTACHMENT U
INTERIM IMPROVEMENTS EXHIBIT

08-RIV-60-PM 28.03/30.42 EA 341400 PN 0800000612 RU 2232 Local Funds 800.100 February 2013

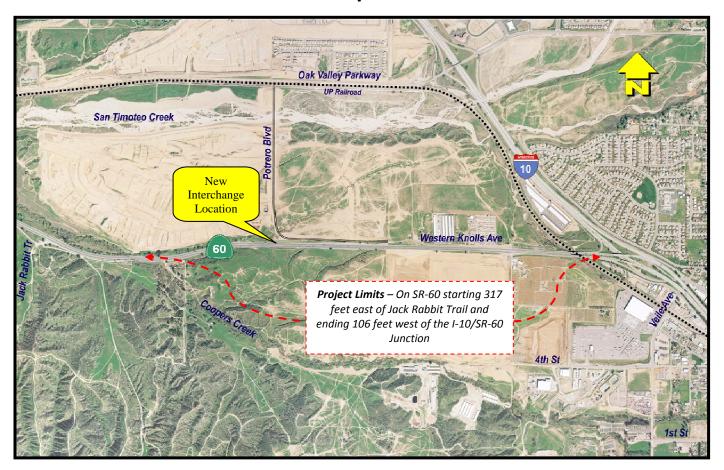
ATTACHMENT V

FINAL ENVIRONMENTAL DOCUMENT Cover Page Signed Title Page Signed FONSI Signed Mitigated Negative Declaration

State Route 60/Potrero Boulevard New Interchange Project

CITY OF BEAUMONT, RIVERSIDE COUNTY, CALIFORNIA DISTRICT 8 – RIV – 60 PM 28.03/30.42 EA 08-341400/PN 0800000612

Initial Study with Mitigated Negative Declaration/ Environmental Assessment with Finding of No Significant Impact



Prepared by the State of California Department of Transportation

The environmental review, consultation, and any other action required in accordance with applicable Federal laws for this project is being, or has been, carried out by Caltrans under its assumption of responsibility pursuant to 23 U.S.C. 327.



The project is on State Route 60 (SR-60) in the City of Beaumont, California (between Jack Rabbit Trail and the Interstate 10/SR-60 Junction) and includes construction of a new Potrero Boulevard Interchange in two (2) phases. Phase 1 includes a new 6-lane Potrero Boulevard overcrossing (3-lanes in each direction) with a temporary connection to Western Knolls Avenue. Phase 2 includes westbound and eastbound diagonal and loop entry ramps (2 lanes plus HOV lane); extended ramp acceleration/deceleration lanes; realignment of Western Knolls Avenue; and removal of Western Knolls Avenue connections to SR-60.

Initial Study with Mitigated Negative Declaration/ Environmental Assessment

Submitted Pursuant to (State) Division 13, California Public Resources Code (Federal) 42 USC 4332(2)(C)

The STATE OF CALIFORNIA Department of Transportation

Date of Approval

David Bricker

Deputy District Director

District 8 Division of Environmental Planning California Department of Transportation

CEQA/NEPA Lead Agency

The following persons may be contacted for additional information concerning this document:

Boniface Udotor Senior Environmental Planner, Branch Chief District 8, Division of Environmental Planning 464 West 4th Street, 6th Floor (MS 827) San Bernardino, California 92401-1400 (909) 888-2347 Rebecca Deming Planning Director City of Beaumont Planning Department 550 East 6th Street Beaumont, CA 92223 (951) 769-8518

CALIFORNIA DEPARTMENT OF TRANSPORTATION FINDING OF NO SIGNIFICANT IMPACT

For

State Route 60/Potrero Boulevard
New Interchange Project
City of Beaumont, Riverside County, California
District 8-RIV-60 PM 28.03/30.42

The California Department of Transportation (Caltrans) and the City of Beaumont, Riverside County has determined that the new Interchange (IC) project will have no significant impact on the human environment. This FONSI is based on the attached environmental assessment (EA) and other environmental and non-environmental documents which has been independently evaluated by Caltrans and determined to adequately and accurately discuss the need, environmental issues, and impacts of the proposed project and appropriate mitigation measures. It provides sufficient evidence and analysis for determining that an EIS is not required. Caltrans takes full responsibility for the accuracy, scope, and content of the attached environmental assessment.

The environmental review, consultation, and any other action required in accordance with applicable Federal laws for this project has been, carried-out by Caltrans under its assumption of responsibility pursuant to 23 U.S.C. 327.

3/1/2013

Date

DAVID BRICKER

Deputy District Director

District 8 Division of Environmental Planning

California Department of Transportation

Mitigated Negative Declaration

Pursuant to: Division 13, Public Resources Code

Project Description

The City of Beaumont (City), in cooperation with the California Department of Transportation (Caltrans), proposes to construct a new full access interchange and bridge overcrossing on State Route 60 (SR-60) for Potrero Boulevard. The proposed project is located in the western end of the City within the San Gorgonio Pass area of Riverside County. SR-60 links the urban center of the City, located east of the project site, with the Cities of Riverside and Moreno Valley, as well as the major metropolitan areas of Orange and Los Angeles Counties located to the west. SR-60 also connects to Interstate 10 within the City, which provides linkage to the desert resort area of Palm Springs to the southeast, and the State of Arizona farther east.

The proposed project will be constructed in two (2) phases. Phase 1 would include construction of a new 6-lane bridge overcrossing at SR-60 (without access to SR-60); extension of 2-lanes of Potrero Boulevard; and a temporary connection to existing Western Knolls Avenue. Phase 2 would include completing the interchange by widening Potrero Boulevard to 6-lanes (3-lanes each direction); constructing westbound/eastbound exit and entry ramps; construction of westbound and eastbound loop entry ramps (2-lane entry ramps including HOV lane); extended ramp acceleration/deceleration lanes; realignment of Western Knolls Avenue; and removal of the Western Knolls Avenue connections to SR-60.

Determination

The Department has prepared an Initial Study for this project, and following public review, has determined from this study that the proposed project would not have a significant effect on the environment for the following reasons:

The proposed project would have no effect on:

- Wild and Scenic Rivers
- Timberlands
- Farmland/Agricultural Lands

- Parks and Recreational Facilities
- Bicycle and Pedestrian Facilities
- Growth

In addition, the proposed project would have no significant effect on:

- Cultural Resources
- Hydrology and Floodplains
- Utilities/Emergency Services

- Noise
- Water Quality and Storm Water Runoff
- Geology, Soils, and Seismicity

The proposed project would have no significantly adverse effect on Paleontological Resources or Biological Resources because the following mitigation measures would reduce potential effects to insignificance:

Paleontological Resources

- A qualified principal paleontologist, with a Master of Science (MS) or Doctor of Philosophy (PhD)
 degree in paleontology or geology; and who is familiar with paleontological procedures and
 techniques shall be retained to be present to consult with grading and excavation contractor(s) at
 pre-grading meetings.
- A qualified paleontologist shall monitor ground disturbing activities. In the event that paleontological resources are encountered during excavation activities, construction work in these areas would be halted or diverted to allow recovery of fossil remains in a timely manner. Project personnel shall not collect or move any paleontological material. Fill soils that may be used for construction purposes should not contain paleontological materials. The Lead Agency shall prepare a Paleontological Mitigation Report documenting monitoring efforts and any findings, which shall include recommendations for treatment.

Biological Resources

Southern Cottonwood-Willow Riparian Forest

 Compensatory mitigation for riparian communities shall be required for California Department of Fish and Game (CDFG) Section 1600 permitting, as well as required by the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

Wetlands and Other Waters

Purchase credits in the Santa Ana River Wetlands Mitigation Bank through Riverside County Park and Open Space District at a 3:1 ratio for impacts to 0.1040 acres of riparian habitat and 0.0075 acre of wetlands (i.e., acquire 0.3345 acres) to compensate for the permanent loss of habitat, and at a 2:1 ratio for impacts to 2.0530 acres of ephemeral streambed and associated habitat (i.e., 4.106 acres). Please note that the 2.0530 acres of streambed is inclusive of 0.3885 acres of non-wetland waters of the U.S. Thus, the total mitigation to purchase for impacts to 0.1040 acres of riparian habitat and 2.0530 acres of streambed is 4.4405 acres.

David Bricker

Deputy District Director

District 8 Division of Environmental Planning

California Department of Transportation

3/1/2013

Date

Attachment 2. Performance Metrics Form

Trade Corridor Enhancement Program

Existing Average Annual Vehicle Volume on Project Segment Existing Average Annual Truck Percent on Project Segment Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project Estimated Year 20 Average Annual Truck Percent on Project Segment with Project		2,301,209 7.99%												
								3,249,471						
								6.17%						
		Measure	Metric	Project Type	Build	Future No Build	Change	Increase/ Decrease						
		Congestion Reduction (Freight)	Change in Daily Vehicle Hours of Delay	All	20,285	21,762	-1,477	Decrease						
Change in Daily Truck Hours of Delay	All (except rail)		1,257.67	1,305.72	-48.05	Decrease								
(Optional) Person Hours of Travel Time Saved	All		155,675,972	168,395,232	-12,719,260	Decrease								
(Optional) Daily Truck Trips Due to Mode Shift	Rail, Sea Port													
	(Optional) Daily Truck Miles Travelled Due to Mode Shift	Rail, Sea Port												
	(Optional) Other Information	All												
Throughput (Freight)	Change in Truck Volume	Highway, road, and port projects only	200,512	192,442	8,070	Increase								

	Change in Rail Volume	Rail				
	(Optional) Change in Cargo Volume	Sea port, airport				
	(Optional) Other Information	All				
System Reliability (Freight)	Truck Travel Time Reliability Index ("No Build" Only) (Optional Metric)	National and State Highway System Only				
	(Optional) Other Information	All				
Velocity (Freight)	Travel time or total cargo transport time	All	6,715.6	6,895.1	-179.5	Decrease
	(Optional) Change in Average Peak Period Weekday Speed for Road Facility	Road				
	(Optional) Average Peak Period Weekday Speed for Rail Facility	Rail				
	(Optional) Other Information	All				
Air Quality	Particulate Matter (PM 10)	All	30.3	29.8	0.5	Increase
	Particulate Matter (PM 2.5)		28.8	28.4	0.5	Increase
	Carbon Oxide (CO2)		3,051,527	3,054,042	-2,515	Decrease
	Volatile Organic Compounds (VOC)		4,283.7	4,227.3	56.4	Increase
	Sulphur Oxides (SOx)		30.15	30.18	-0.03	Decrease
	Carbon Monoxide (CO)		48,600	48,172	427	Increase
	Nitrogen Oxides (NOx)		5,573.8	5,494.3	79.5	Increase
Safety	Number of Fatalities	Road and	0	0	0	

	Rate of Fatalities per 100 Million VMT	Land Port	0	0	0	
	Number of Serious Injuries		1.9	8.2	-6.3	Decrease
	Number of Serious Injuries per 100 Million VMT		0.57	0.98	-0.41	Decrease
	(Optional) Number of Non- Motorized Fatalities and Non- Motorized Serious Injuries					
	(Optional) Other Information	All				
Cost Effectiveness	Cost Benefit Ratio	All			3.41	
	(Optional) Other Information	All				
Economic Development	Jobs Created	All	625			
	(Optional) Other Information	All				