AGENDA ITEM

Resolution and Approval of Caltrans Cooperative Agreement for Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project

GENERAL MANAGER’S RECOMMENDATION

Adopt a Resolution approving the Caltrans Cooperative Agreement (Agreement) and authorizing the General Manager to enter into the Agreement for a not-to-exceed amount of $165,000 to fund Caltrans’ oversight of the development of a Project Initiation Document for the Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project.

SUMMARY

At the August 24, 2016 Board meeting (R-16-105) the Midpeninsula Board of Directors authorized the General Manager to enter into a Cooperative Agreement with Caltrans in a not-to-exceed amount of $165,000 to fund Caltrans’ oversight of the development of a Project Initiation Document for the Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project. As a result of that decision, the District has received two copies of the Agreement from Caltrans for signature. Following the August 24, 2016, Board approval, District staff learned that Caltrans requires a Board-adopted resolution approving the Agreement and authorizing its execution. As a result, the Board action recommended by the General Manager for November 9, 2016, is the formality of adopting the required resolution. The recommended resolution is provided as Attachment 1. The previously approved Cooperative Agreement and accompanying Board report from August 24, 2016, are provided as Attachments 2 and 3.

DISCUSSION

Both components of the Project (a designated wildlife crossing and a designated Bay Area Ridge Trail crossing) are proposed within the Right of Way of State Highway 17, requiring Caltrans oversight and approval. Preparing a Project Initiation Document (PID) is the first step in the Caltrans project review process. The District has requested that a PID document be developed for the project and has agreed to develop and fund the PID’s costs and fees, including costs to reimburse Caltrans. Payment of these costs by the project proponent is standard and required for a non-Caltrans initiated project. During the PID phase, Caltrans will oversee the development of a document that describes all aspects of the project and facilitates review of the Preliminary Alternatives to assist the District in selecting the Preferred Alternative(s). Once the PID phase is complete, preferred alternatives for the crossing structures will be selected and advanced to the next phases of the Caltrans project development process which entails preparation of more detailed design, engineering studies, and California Environmental Quality Act (CEQA), and if required, National Environmental Policy Act (NEPA) review.
FISCAL IMPACT

Adoption of the resolution approving the Caltrans Cooperative Agreement does not carry any additional fiscal impact to the Board’s agreement authorization on August 24, 2016. The Caltrans Cooperative Agreement for oversight of a consultant-prepared PID will cost a not-to-exceed amount of $165,000. This fiscal impact is described further in the August 24, 2016 Board Report provided as Attachment 2.

<table>
<thead>
<tr>
<th>MAA 20-001 Natural Resources Budget</th>
<th>FY 2017</th>
<th>FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spent to Date (as of 9/30/16)</td>
<td>$8,551</td>
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<tr>
<td>Caltrans Cooperative Agreement</td>
<td>$41,250</td>
<td>$123,750</td>
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<tr>
<td>*TrailPeople Contract</td>
<td>$177,397</td>
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<td><strong>Budget Remaining:</strong></td>
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<td>$43,102</td>
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*$77,348 expensed in FY 2016

Measure AA

This project will be eligible for MAA reimbursement. Portfolio 20--South Bay Foothills: Wildlife Passage and Ridge Trail Improvements as identified in the Measure AA Ordinance Expenditure Plan, which allocated $13,966,000 to the portfolio. The 5-year Measure AA Project List was approved by the Board on October 29, 2014 which included the Highway 17 Wildlife Passage as a priority. This project is identified as MAA 20-1 Wildlife Passage Improvements: Highway 17 and MAA 20-2 Bay Area Ridge Trail Crossing: Highway 17 in the Action Plan.

The following table is provided to outline the Measure AA Portfolio budget, costs to date, and the fiscal implications related to the Highway 17 Wildlife Passage Structures & Bay Area Ridge Trail Crossing project:

<table>
<thead>
<tr>
<th>MAA 20 Portfolio Appropriation</th>
<th>$13,966,000</th>
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<tr>
<td>Life-to-Date Spent:</td>
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<tr>
<td>FY 2017 Highway 17 Wildlife Passage Structures &amp; Bay Area Ridge Trail Crossing Project:</td>
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<td>Balance Remaining (Proposed):</td>
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BOARD COMMITTEE REVIEW

The Project Alternatives were presented to the full Board on July 27, 2016. A Planning and Natural Resources Committee Meeting and Public Open House was held on August 2, 2016. The Open House was an opportunity for Committee members and the public to learn more about the Project, the Preliminary Alternatives Report, and to ask staff and the consultants questions to help them better understand the project. The Project will return to the Committee during the PID phase, currently scheduled for mid to late FY2016-17, for a full discussion of the alternatives and to decide what recommendations to forward to the full Board.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.
CEQA COMPLIANCE

Entering into Cooperative Agreement is not subject to the California Environmental Quality Act (CEQA) as executing the terms of the agreement does not commit either agency to implement a project, but only to study project alternatives and to ultimately select preferred alternatives. Whatever options are recommended as result of this Agreement will be subject to CEQA as the project progresses into the next phase, which will be covered under a separate agreement with Caltrans.

NEXT STEPS

Upon execution of the Cooperative Agreement, staff will meet with Caltrans and begin the process to complete the PID. Upon completion of the PID, preferred alternatives for the two crossing structures will be selected and advanced to the next phases of the Caltrans project development process which entails preparation of more detailed design, engineering studies, and environmental review.

Attachments
1. Resolution
2. Board Report (R-16-105) previously authorizing this agreement
3. Caltrans Cooperative Agreement signed by the General Manager

Responsible Department Head:
Kirk Lenington, Natural Resources Department

Prepared by:
Julie Andersen, Resource Specialist III, Natural Resources Department
RESOLUTION 16-__

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT UTHORIZING ENTERING INTO A COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR PREPARATION OF A PROJECT SCOPING REPORT FOR WILDLIFE AND RECREATIONAL TRAIL CROSSINGS ON HIGHWAY 17

BE IT RESOLVED that the Board of Directors of the Midpeninsula Regional Open Space District hereby;

1. ADOPTS the staff report and recommendations dated November 9, 2016.

2. AUTHORIZES entering into a Cooperative Agreement with the California Department of Transportation for preparation of a project scoping report for wildlife and recreational trail crossings on Highway 17.

3. AUTHORIZES the Executive Officer to do any and all acts necessary to carry out this resolution and any recommendations by the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on October 26, 2016, at a regular meeting thereof, by the following vote:

AYES: * * * * * * * * * * * * * * * * *
NOES: 
ABSTAIN: 
ABSENT: 

ATTEST: 

APPROVED: 

Secretary 
Board of Directors 

President 
Board of Directors 

APPROVED AS TO FORM:

General Counsel

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors.
of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.

_______________________________________
District Clerk
AGENDA ITEM

Caltrans Cooperative Agreement for Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project

GENERAL MANAGER’S RECOMMENDATION

Authorize the General Manager to enter into a Cooperative Agreement with Caltrans in a not-to-exceed amount of $165,000 to fund Caltrans’ oversight of the development of a Project Initiation Document for the Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project.

SUMMARY

The Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project (Project) was identified as a high priority during development of the District’s 2014 Vision Plan and funding for this project was included in the Measure AA Ordinance Expenditure Plan. In February of 2016, the District began a feasibility study for the Project to identify Preliminary Alternatives. A Preliminary Alternatives Report (Report) was completed in July 2016. The Report includes conceptual designs and rough order of magnitude costs for four project alternatives. Since January of 2015, District staff has met with Caltrans to discuss the overall project, review the study area, share information and to discuss roles and define the relationship for the project going forward. Caltrans has identified that entering into a Cooperative Agreement is warranted at this time to advance the Project within their agency.

DISCUSSION

Both components of the Project (a designated wildlife crossing and a designated Bay Area Ridge Trail crossing) are proposed within the Right of Way of State Highway 17, requiring Caltrans oversight and approval. Preparing a Project Initiation Document (PID) is the first step in the Caltrans project review process. The District has requested that a PID document be developed for the project and has agreed to develop and fund the PID’s costs and fees, including costs to reimburse Caltrans. Payment of these costs by the project proponent is standard and required for a non-Caltrans initiated project. During the PID phase, Caltrans will oversee the development of a document that describes all aspects of the project and facilitates review of the Preliminary Alternatives to assist the District in selecting the Preferred Alternative(s). Once the PID phase is complete, preferred alternatives for the crossing structures will be selected and advanced to the next phases of the Caltrans project development process which entails preparation of more detailed design, engineering studies, and California Environmental Quality Act (CEQA), and if required, National Environmental Policy Act (NEPA) review.
FISCAL IMPACT

The Caltrans Cooperative Agreement for oversight of a consultant-prepared PID will cost a not-to-exceed amount of $165,000. This amount will be paid out of the FY2016-17 Natural Resources Department Budget allocation of $270,300 for the Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project. The PID development phase is the only phase which requires payment to Caltrans for oversight of a locally funded project.

The remaining budgeted amount of $105,300 will be used to fund a separate consultant contract to prepare the PID document. Current estimates for consultant preparation of the PID exceed this amount, but staff will be working to reduce these consultant costs in conjunction with Caltrans as one of the first tasks under an executed Cooperative Agreement. Final consultant costs will be brought to the Board either as an amendment to the existing consultant contract or authorization of a new contract to complete this work.

Measure AA

This project will be eligible for MAA reimbursement. Portfolio 20—South Bay Foothills: Wildlife Passage and Ridge Trail Improvements as identified in the Measure AA Ordinance Expenditure Plan, which allocated $13,966,000 to the portfolio. The 5-year Measure AA Project List was approved by the Board on October 29, 2014 which included the Highway 17 Wildlife Passage as a priority. This project is identified as MAA 20-1 Wildlife Passage Improvements: Highway 17 and MAA 20-2 Bay Area Ridge Trail Crossing: Highway 17 in the Action Plan.

BOARD COMMITTEE REVIEW

The Project Alternatives were presented to the full Board on July 27, 2016. A Planning and Natural Resources Committee Meeting and Public Open House was held on August 2, 2016. The Open House was an opportunity for Committee members and the public to learn more about the Project, the Preliminary Alternatives Report, and to ask staff and the consultants questions to help them better understand the project. The Project will return to the Committee during the PID phase, currently scheduled for mid to late FY2016-17, for a full discussion of the alternatives and to decide what recommendations to forward to the full Board.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

Entering into Cooperative Agreement is not subject to the California Environmental Quality Act (CEQA) as executing the terms of the agreement does not commit either agency to implement a project, but only to study project alternatives and to ultimately select preferred alternatives. Whatever options are recommended as result of this Agreement will be subject to CEQA as the project progresses into the next phase, which will be covered under a separate agreement with Caltrans.
NEXT STEPS

Upon execution of the Cooperative Agreement, staff will meet with Caltrans and begin the process to complete the PID. One of the first steps will be to meet with the current consultant team to refine their scope and fees required to complete the Caltrans PID. Once the consultant scope and costs are refined by the project team, staff anticipates returning to the Board to either amend the existing consultant contract or authorize a new contract to complete this work if costs cannot be contained with the existing consultant. Upon completion of the PID, preferred alternatives for the two crossing structures will be selected and advanced to the next phases of the Caltrans project development process which entails preparation of more detailed design, engineering studies, and environmental review.

Responsible Department Head:
Kirk Lenington, Natural Resources Department

Prepared by:
Julie Andersen, Resource Specialist III, Natural Resources Department
COOPERATIVE AGREEMENT
Project Study Report – Project Development Support (PSR-PDS)

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

Midpeninsula Regional Open Space District, a public corporation/entity, referred to hereinafter as MROSD.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.

2. MROSD desires that a project initiation document (PID) be developed for constructing one wildlife crossing and one recreational trail crossing of Highway 17 within the State Highway System (SHS), referred to herein as PROJECT.

3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.

4. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.

5. MROSD is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID’s costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.

6. CALTRANS will review and approve the PID prepared by MROSD; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps, will actively participate in the project delivery team (PDT) meetings, and will complete any work elements identified in the SCOPE SUMMARY of this Agreement. All CALTRANS’ activities will be done as reimbursed work PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.
7. MROSD will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of MROSD by a Civil Engineer registered in the State of California.

8. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement. MROSD will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with “N/A” on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the Workplan Standards Guide for the Delivery of Capital Projects available at www.dot.ca.gov/hq/projmgmt/guidance.htm.

9. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.

10. CALTRANS will complete a review of the draft PID and provide its comments to MROSD within sixty (60) calendar days from the date CALTRANS receives the draft PID from MROSD. MROSD will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by MROSD, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from MROSD.

11. After MROSD revises the PID to address all of CALTRANS’ comments and submits a revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS receives the revised draft PID from MROSD. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, MROSD will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after MROSD provides the required data.
12. CALTRANS will perform its review and approval in accordance with the provisions of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that quality control/quality assurance (QC/QA) meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by MROSD under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.

13. PID preparation, except as set forth in this Agreement, is to be performed by MROSD. Should MROSD request CALTRANS to perform any portion of PID preparation work except as otherwise set forth in this Agreement, MROSD shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.

**INVOICE AND PAYMENT**

14. MROSD agrees to pay CALTRANS, an amount not to exceed $165,000.

15. CALTRANS will draw from state and federal funds that are provided by MROSD without invoicing MROSD when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.

16. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.

17. CALTRANS will invoice MROSD for a $30,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.

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

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

20. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then MROSD will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
21. If MROSD has received Electronic Funds Transfer (EFT) certification from CALTRANS then MROSD will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

22. If CALTRANS reimburses MROSD for any costs later determined to be unallowable, MROSD will reimburse those funds.

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

**GENERAL CONDITIONS**

24. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

25. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within PROJECT limits, PARTNER will notify CALTRANS within 24 hours of discovery.

26. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

27. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of MROSD in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

28. CALTRANS’ acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS’ policy.

29. CALTRANS’ obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
30. Neither MROSD 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, its contractors, sub-contractors, 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, to the extent permitted by law, will defend, indemnify, and save harmless MROSD 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 and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.

31. 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 MROSD, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon MROSD under this Agreement. It is understood and agreed that MROSD, to the extent permitted by law, will 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 and assertions of liability occurring by reason of anything done or omitted to be done by MROSD, its contractors, sub-contractors, and/or its agents under this Agreement.

32. If work is done under contract (not completed by MROSD’s own employees) and is governed by the California Labor Code’s definitions of a “public works” (section 1720(a)), MROSD 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.

33. This Agreement is intended to be PARTNERS’ final expression and supersedes all prior oral understanding pertaining to PROJECT.

34. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.
DEFINITIONS

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 parties.

SCOPE SUMMARY – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements 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.
CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:
Dina El-Tawansy, Regional Project Manager
111 Grand Avenue
Oakland, CA 94612

Office Phone: (510) 286-7236
Email: dina.el-tawansy@dot.ca.gov

The primary Agreement contact person for MROSD is:
Julie Andersen, Resource specialist III
330 Distel Circle
Los Altos, CA 94022

Office Phone: (650) 691-1200
Email: jandersen@openspace.org
SIGNATURES

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

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

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT

By: Stephan E. Abbors
General Manager

Certified as to funds:

By: Jeffrey Armstrong
District Budget Manager

Attest:

By: Jennifer Woodworth
District Clerk

Approved as to form and procedure:

By: Sheryl Schaffner
General Counsel
## SCOPE SUMMARY

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<tr>
<th>WORK ELEMENT</th>
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<th>MROSD</th>
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