

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Yugal K. Lall, City Engineer/ Public Works Director
Prepared by: Teddy Okoye, Assistant City Engineer

DATE: October 18, 2006 (CC Meeting of 11-01-06)

SUBJECT: Consider Resolution Approving a Cooperative Agreement between the City of Moorpark and the State of California, to Widen Los Angeles Avenue Between Moorpark Avenue and 500 Feet East of Spring Road (Project 8013; District Agreement No. 07-4683)



DISCUSSION

A. Background

1. In August 2000 the City Council approved the selection of a consultant (Boyle Engineering) to prepare the design for the subject project.
2. In May 2001 the City Council approved the conceptual design for the project.
3. In February 2003 Caltrans determined that it would be necessary for the City to seek and obtain approval of a Project Study Report [PSR] for the project. The design consultant was directed to prepare, submit and process the PSR. The PSR is expected to be completed by May 2007.
5. The planning consultant (Tetra Tech) is preparing the Initial Study and Mitigated Negative Declaration (IS/MND) for the project. When the final draft of the IS/MND is completed, it will be presented to the City Council for approval.

B. Project Location

Attached is a map showing the general location of the project, (Attachment 1).

C. Project Scope & Description

This project is consistent with, and is being constructed in order to partially implement the Circulation Element of the Moorpark General Plan. A description of the project scope is attached, (Attachment 2).

D. Resolution/Cooperative Agreement

Attached is a Resolution and Cooperative Agreement approving and authorizing the Mayor to sign the Agreement, (Attachment 3).

STAFF RECOMMENDATIONS

1. Authorize the Mayor to execute the Cooperative Agreement, subject to final language approval by City Manager and City Attorney.
2. Adopt Resolution No. 2006- ____.

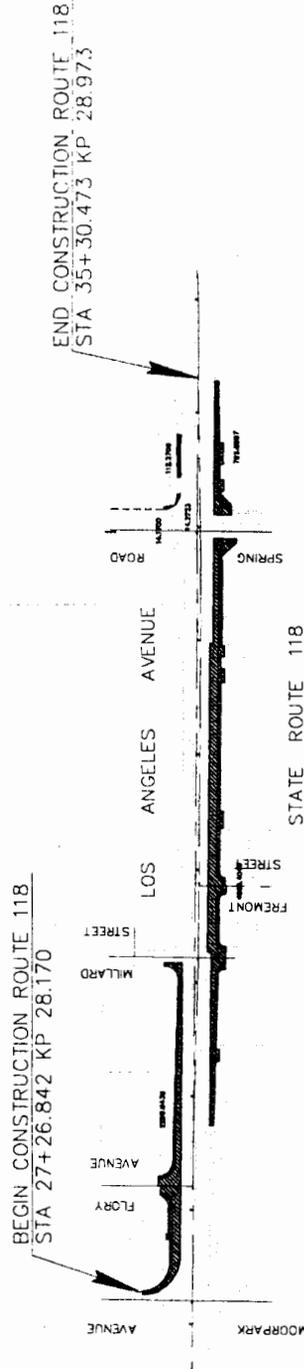
Attachments:

- 1 – Location Map
- 2 – Project Scope
- 3 – Resolution and Cooperative Agreement

THE CITY OF MOORPARK
 PROJECT PLANS FOR CONSTRUCTION ON
 STATE HIGHWAY
 IN VENTURA COUNTY
 IN MOORPARK ON ROUTE 118 FROM MOORPARK
 AVENUE TO 0.13 KM EAST OF SPRING ROAD



SCALE: 1:2000



DIST.	COUNTY	ROUTE	SECTION	SHEET NO.	TOTAL SHEETS
07	Ven	118	28.170 - 28.973	1	XX

DATE: Dec 11, 2006 3:56pm XREFS: 1000
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LOCATION MAP

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.



FOR REDUCED PLANS ORIGINAL SCALE IS IN MILLIMETERS
 0 20 40 60 80 100
 USERNAME: >>>
 DGN FILE: >>>
 EA 24150K
 CU

DESIGNER	DATE
PROJECT	NO.

1700071

A. General Project Scope

1. **Purpose:** The purpose of the project is to widen Los Angeles Avenue between Moorpark Avenue and approximately 500 feet east of Spring Road to accommodate six (6) lanes of traffic.
2. **Project Limits:** The limits of the project extend from Moorpark Avenue easterly to a point approximately five hundred feet (500') east of Spring Road. The total length of the project is approximately 2300 feet.
3. **Existing Right-of-Way and Travel Lanes:** The existing right-of-way width along this segment of street varies from eighty feet (80') to one hundred nine feet (109'). The street is striped for four (4) twelve feet (12') wide travel lanes, plus a fourteen feet (14') wide painted median (City has separate proposed project for constructing a raised median).
4. **Design Standard:** The design standard for Los Angeles Avenue calls for a curb-to-curb width of one hundred two feet (102') within a street right-of-way of one hundred eighteen feet (118'). Accordingly, the "half-street" dimensions require fifty-one feet (51') from the centerline to the curb face, within a "half street" right-of-way of fifty-nine feet (59').
5. **Project Objectives:** The object of the project is to construct full-width street improvements within the project area, generally described as follows:
 - one 14' painted median;
 - six-12' travel lanes;
 - two-8'emergency lanes (unpainted bicycle lanes);
 - two-8' sidewalk / parkways; and
 - a free right turn lane, westbound approaching Moorpark Avenue.

B. Shifted Centerline

Due to the existing improvements along the north side of the street just west of Spring Road (see below for details), the Conceptual Plan calls for an eleven feet (11') shift of the centerline to the south, between Spring Road and Millard Street. East of Spring Road and west of Millard Street there will be a tapered transition from the "shifted" centerline back to the existing centerline at the east and west project limits. The "shifted" centerline is necessary in order to provide for the required fifty-one feet (51') dimension between the centerline and the north curbface.

C. Project Constraints and Design Solutions

1. **North Side – West of Spring Road**

a) Constraints:

- Current half-street R-O-W width: fifty feet (50');
- Curb location: forty feet (40') from the center line;
- Existing Improvements:
 - Existing residential rear yards;
 - a ten feet (10') high block wall;
 - parkway landscaping; and
 - power poles.

b) Design Solution: Due to the high cost of right-of-way acquisition, and the removal and reconstruction of the existing improvements on the north side of the street just west of Spring Road, the Conceptual Plan calls for all required street widening in this area to occur on the south side of the street. To achieve the required street width, the centerline will be shifted to the south.

2. **South Side – East of Moorpark Avenue**

a) Constraints: The south side of the street just east of Moorpark Avenue has been improved to its full width (fifty-one feet [51'] from centerline to curb, within fifty-nine feet [59'] wide half-street right-of-way). There are substantial existing improvements in this area, generally summarized as follows:

- existing properties already developed for multi-family land use;
- decorative block walls and monument signs; and
- meandering sidewalks and parkway landscaping.

b) Design Solution: Due to the relative higher cost of right-of-way acquisition and reconstruction along the south side of the street in this area, the Conceptual Plan calls for the centerline to remain at its present location. Certain widening, relocation and improvement will be required along the north side of the street in this area.

D. Other Design Elements

1. **East-End Transition:** As mentioned above, the centerline will taper from the "shifted" centerline [eleven feet (11')] at the west side of Spring Road, back to the current centerline to the east. The length of this transition will be five hundred feet (500'). It will be necessary to acquire additional street right-of-way and reconstruct certain street and on-site improvements in this area [Chevron Station and Bank of America].

2. **West-End Transition:** At Millard Street the centerline will also transition from the "shifted" centerline back to the existing centerline to the west. Here too the length of the tapered transition will be approximately five hundred feet (500').
 - a) By recordation of the subdivision map, the new residential development northeast of Millard Street conveyed to the City additional street right-of-way in the tapered transition area, ranging from zero at the Millard Street to nine feet (9') wide at the west end of the transition.
 - b) The reconstruction of curb, gutter and sidewalks in this area has been deferred because of the need to relocate the power poles.
3. **North Side West of the Tapered Transition:** In order to achieve a fifty-nine feet (59') wide half-street west of the westerly transition, it will be necessary to acquire an additional nine feet (9') of street right-of-way and to reconstruct street improvements in this area.
4. **Power Poles & Underground Utilities:** The project will require the relocation of the power poles and certain modifications to some of the recently installed underground utility vaults.
5. **New Undergrounding Effort:** There is a new Underground Utility District proposed for Los Angeles Avenue between Shasta Avenue and Millard Street. The timely implementation of that district will result in the removal of the aforementioned "conflicting" power poles.
6. **Right-Turn Lane:** There will be an additional right-turn lane constructed west of Flory Avenue for westbound traffic turning north onto Moorpark Avenue.
7. **East-to-North Left-Turn Lane at Spring Road:** The existing double left-turn lane will be changed to a single left-turn lane.

RESOLUTION NO. 2006 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOORPARK AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF STREET IMPROVEMENTS ON LOS ANGELES AVENUE BETWEEN MOORPARK AVENUE AND 500 FEET EAST OF SPRING ROAD (PROJECT 8013; DISTRICT AGREEMENT NO. 07-4683)

WHEREAS, the Circulation Element of the Moorpark General Plan states that Los Angeles Avenue (State Route 118) shall have three (3) through travel lanes in each direction; and

WHEREAS, in order to meet this circulation objective of the City, it is necessary and appropriate to widen that portion of Los Angeles Avenue between Moorpark Avenue and a point approximately five hundred feet (500') east of Spring Road; and

WHEREAS, the City of Moorpark (herein the "City") has developed a conceptual design for a project to acquire additional rights-of-way and construct certain street improvements (herein the "Project") necessary to accomplish that objective; and

WHEREAS, it is the intent of the City to provide for the preparation of the final design plans and specifications, acquire the necessary rights-of-way and provide for the construction of the Project; and

WHEREAS, it is also the intent of the City to provide for the funding of the Project; and

WHEREAS, it is also the intent of the City to enter into a Cooperative Agreement with Caltrans pertaining to these matters; and

WHEREAS, Section 130 of Streets and Highways Code of the State of California authorizes the State to enter into such an agreement with the City for improvements to State Highways within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Cooperative Agreement No. 07-4683 between the City and Caltrans, for the construction and financing of the Project, is hereby approved by the City Council of the City of Moorpark.

SECTION 2: The Mayor is hereby authorized to execute said agreement on behalf of the City.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause a certified resolution to be filed in the book of original Resolutions.

PASSED AND ADOPTED this 1st day of November, 2006.

Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

07-VEN-118 PM 17.5/18.0 (KP 28.2/29.0)
State Route 118 widening from Moorpark
Avenue to Spring Road in the City of Moorpark
07186 - 24150K

District Agreement No. 07-4683

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 200__, is between the
STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to
herein as "STATE", and the

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

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of Moorpark.
2. CITY desires State highway improvements along State Route 118 (SR-118), also known as Los Angeles Avenue, by widening the existing facility from four (4) to six (6) lanes at various locations to meet its ultimate configuration from Moorpark Avenue to approximately 130 meters east of Spring Road, in the City of Moorpark, and constructing new traffic control signals at the intersection of SR-118 and Millard Street, referred to herein as "PROJECT", and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's quality assurance of environmental, design, right of way and construction activities.
3. CITY desires to prepare a combined Project Study Report/Project Report (PSR/PR), including all necessary environmental documentation (ED) and plans, specifications, and estimates (PS&E) for PROJECT and then to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
4. STATE is agreeable to CITY's proposal to prepare the PSR/PR, ED, PS&E and contract documents and advertise, award, and administer the construction contract for PROJECT.
5. This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.
6. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, constructed, financed and maintained.
7. This Agreement will define the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) lead and responsible agencies, and the roles and responsibilities of the CEQA and NEPA lead and responsible agencies regarding environmental documents, studies and reports and compliance with CEQA and NEPA.

SECTION I

CITY AGREES:

1. To fund one hundred percent (100%) of all preliminary, right of way, and design engineering costs, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract for PROJECT.
2. To have a combined PSR/PR, ED, and detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE's review and approval at appropriate stages of development. The PSR/PR, and the final plans and specifications for PROJECT shall be signed by a Civil Engineer registered in the State of California.
3. If private consultants are used to perform project development, each private consultant shall be required to maintain professional liability insurance through

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completion of PROJECT construction and resolution of all construction contract claims with a limit of combined personal injury and property damage liability of at least \$1,000,000 per occurrence. This professional liability policy will not be suspended, modified or terminated without at least thirty- (30) day's prior written notice to STATE.

4. To permit STATE to monitor and participate in the selection of personnel who will prepare the combined PSR/PR, conduct environmental studies, prepare the environmental document, obtain approval for PROJECT, prepare the PS&E, and provide the right of way engineering services, and to permit STATE to oversee the performance of right of way activities and implementation of any/all mitigation measures. 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, and failure to perform in accordance with the scope of work and/or other pertinent criteria.
5. Personnel who prepare the PS&E, right of way maps and the ED, shall be made available to STATE, at no cost to STATE, through completion of construction of PROJECT to discuss problems which may arise during construction and/or to make design revisions for contract change orders, and/or to discuss and resolve problems related to implementation of any/all requirements or stipulations identified in the ED.
6. To not use funds from STATE for any capital or support costs for PROJECT.
7. To make written application to STATE for necessary encroachment permits authorizing entry of CITY onto the State highway right of way to perform surveying and other investigative activities required for preparation of the PSR/PR, ED, and/or PS&E.
8. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way". All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
9. If any existing public and/or private facilities, including utilities, conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State highway and in accordance with CITY's policy for those facilities which are or will be located outside of the limits of the State highway. The total costs to PROJECT of such protection, relocation, or removal within the present or future State highway right of way shall be determined in accordance with STATE's policies and procedures.
10. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State highway encroachment permits.

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11. CITY shall require any utility owner and/or its contractor performing the protection or relocation work within the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.
12. To acquire and furnish all necessary right of way and rights, if any, outside of the existing State highway right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's quality assurance to insure that the completed work is acceptable for incorporation into the State highway right of way.
13. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's Local Assistance Procedures Manual, Chapter 10, 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 are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by CITY, with STATE retaining full rights of review and audit.
14. To comply with the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 99-08-DWQ including State Water Resources Control Board (SWRCB) Resolution No. 2001-046, which added sampling and analysis requirements, and the NPDES Permit for the State of California Department of Transportation Properties, Facilities, and Activities, No. CAS000003, Order No. 99-06-DWQ issued by the State Water Resources Control Board, and any applicable future permits and orders. CITY shall prepare and submit the required information for notification to Region 4, Lahontan, and Regional Water Quality Control Board (RWQCB) with two (2) copies to the STATE Coordinator. RWQCB deems that coverage under NPDES permit shall be obtained by submitting a Notice of Intent (NOI) to RWQCB. Two (2) copies of the NOI shall be submitted to the State NPDES Coordinator a minimum of thirty (30) days prior to submission of an application for STATE issued Highway Encroachment Permit. CITY shall submit the Storm Water Pollution Prevention Plan or Water Pollution Control Program a minimum of twenty (20) days after award of PROJECT. CITY shall notify the STATE Coordinator of the pre-construction meeting so that Coordinator can invite the RWQCB to the pre-construction meeting in accordance with the NPDES Permit for the State of California, Department of Transportation Properties, Facilities, and Activities.
15. To certify legal and physical control of right of way and rights 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.
16. To deliver, at no cost to STATE, legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by CITY.
17. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that

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would impact PROJECT as part of the responsibility for the ED for PROJECT. If CITY encounters hazardous material or contamination within the existing State highway right of way during said investigation, CITY shall immediately notify STATE and responsible control agencies of such discovery.

18. To obtain, at CITY's expense all necessary permits and/or agreements from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute parts of the cost of PROJECT.
19. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
20. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, survey documents to be furnished are three sets of contract prints, with one set showing control, a complete photo index - two prints and a copy of the negative, and the original aerial photography negative.
21. To provide, at no cost to STATE, survey and mapping services necessary to perpetuate existing land net and alignment monumentation in accordance with Sections 8771 and 8765 of the Business and Professions Code; and to permanently monument the location of all roadway alignments, realignments, and right of way acquisitions. All of the above are to be shown on a Record of Survey filed with the Ventura County Surveyor. CITY shall deliver one copy of any field notes, filed Corner Records, and the Record of Survey required for execution of the above obligation, to STATE's District 07 Survey Branch.
22. To prepare Right of Way Engineering Hard Copies, Right of Way Appraisal Maps, Record of Surveys, and Right of Way Record Maps in accordance with the State of California Right of Way Manual, Chapter 6 - Right of Way Engineering, the State of California Plans Preparation Manual, the State of California Surveys Manual Chapter 10, applicable State laws, and other pertinent reference material and examples as provided by STATE.
23. To have all necessary Right of Way Maps and Documents used to acquire right of way by CITY prepared according to State standards and format 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".
24. To submit to STATE for review and acceptance all Right of Way Engineering Hard Copies and Right of Way Appraisal Maps with appurtenant back-up and reference data prior to preparation of legal descriptions and acquisition documents.
25. 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 and Records of Surveys.
26. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by CITY, and/or performed under

encroachment permit, are covered by provisions of the Labor Code in the same manner as are workers employed by STATE's contractors. CITY shall obtain applicable wage rates from the State Department of Industrial Relations and shall adhere to the applicable provisions of the State Labor Code. Violations shall be reported to the State Department of Industrial Relations. The contract shall also include the Federal DBE requirements as contained in Title 49 CFR, Part 26.

27. To apply for necessary encroachment permits for required construction work within the State highway right of way, in accordance with STATE's standard permit procedures, as more specifically defined in Section III, Articles 10, 11, 12, 13, and 14, of this Agreement.
28. In recognition that construction work for PROJECT done on STATE's property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, CITY agrees to require the construction contractor to furnish both a payment and performance bond, naming CITY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any construction work for PROJECT. CITY shall defend, indemnify, and hold harmless STATE and all its officers and employees from all claims by stop notice claimants related to the construction of PROJECT under the payment bond.
29. To construct PROJECT in accordance with plans and specifications of CITY to the satisfaction of and subject to the approval of STATE.
30. Contract Administration procedures shall conform to the requirements set forth in STATE's Construction Manual, Local Assistance Procedures Manual, and in the encroachment permit for the construction of PROJECT.
31. Construction within the existing or ultimate State highway right of way shall comply with the requirements in STATE's Standard Specifications and the Special Provisions for PROJECT and in conformance with methods and practices specified in STATE's Construction Manual.
32. All surveys shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
33. Material testing and quality control shall conform to STATE's Construction Manual and STATE's Material Testing Manual, and shall be performed, at CITY's expense, by a certified material-tester acceptable to STATE. Independent assurance testing, specialty testing and off-site source inspection and testing shall be performed by STATE, at no cost to CITY except as noted herein. CITY shall reimburse STATE for any additional travel expenses incurred by STATE for off-site inspection and testing performed by STATE, which is more than 300 airline miles from both Sacramento and Los Angeles. Approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.
34. To furnish, at CITY's expense and subject to the approval of STATE, a field site representative who is a licensed Civil Engineer in the State of California, to perform the functions of a Resident Engineer. If the plans and specifications for PROJECT were prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.

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35. To pay one hundred percent (100%) of the actual costs of construction required for satisfactory completion of PROJECT, including changes pursuant to contract change orders concurred with by STATE's representative and any material furnished by STATE.
36. To provide written notice to STATE requesting any "State-furnished materials" as shown on the plans for PROJECT and as provided in the Special Provisions for PROJECT. CITY shall deposit with STATE an amount representing the actual costs of said "State-furnished materials" within twenty (20) days of receipt of STATE's billing. Upon receipt by STATE of CITY's payment for said requested "State-furnished materials", those materials will be made available to CITY.
37. At CITY's expense, to furnish qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the plans and specifications. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the designer of PROJECT may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.
38. To make progress payments to the contractor and pay all costs for required staff services as described in Articles 34 and 37 of this Section I. STATE's representative shall review all contract progress pay schedules. STATE does not assume responsibility for accuracy of itemization on progress pay schedules.
39. Within sixty (60) days following the completion and acceptance of the construction contract for PROJECT, to furnish STATE with a complete set of acceptable full-sized film positive reproducible "As-Built" plans and all contract records, including survey documents, Records of Surveys, and microfilm copy of all structure plans.
40. Upon completion of work under this Agreement, CITY will assume maintenance and the expense thereof for any part of PROJECT located outside of the current State highway right of way until acceptance of any such part of PROJECT into the State highway system by STATE, approval by the Federal Highway Administration, if required, and conveyance of acceptable title to STATE.
41. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from the date of FHWA payment of final voucher, or four (4) years from the date of final payment under the contract, whichever is longer, all records and accounts relating to construction.
42. If CITY terminates PROJECT prior to completion of the construction contract for PROJECT, STATE may require CITY, at CITY's expense, to return the right of way to its original condition or to a condition of acceptable permanent operation. If CITY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a condition of satisfactory permanent operation. STATE will bill CITY for all actual expenses incurred and CITY agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionment due CITY from the Highway User Tax Fund.
43. If cultural, archaeological, paleontological or other protected materials are encountered during construction of PROJECT, CITY shall stop work in that area

until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a cost of PROJECT contemplated by this Agreement.

44. STATE's quality assurance activities referred to in Articles 1 and 2 of Section II of this Agreement do not include performance of any engineering services required for PROJECT other than STATE's performance of CEQA Lead Agency responsibilities. These services are to be performed by CITY. If CITY requests STATE to perform any of these services, CITY shall reimburse STATE for such services. An Amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.

SECTION II

STATE AGREES:

1. At no cost to CITY, to provide quality assurance activities of all work on PROJECT done by CITY, including, but not limited to, evaluation of all technical studies performed in conjunction with completion of ED, design, and all right of way activities including right of way engineering, undertaken by CITY or its designee, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of PROJECT.
2. At no cost to CITY, to provide quality assurance activities, including a qualified representative of STATE who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the encroachment permit(s) issued to CITY and CITY's contractor.
3. 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 authorizing entry onto the State highway right of way to perform survey and other investigative activities required for preparation of the PSR/PR, ED, and/or PS&E, and for construction work more specifically defined in Section III, Articles 10, 11, 12, 13, and 14, of this Agreement. If CITY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.
4. To provide, at CITY's expense, any "State-furnished materials" as shown on the plans for PROJECT and as provided in the Special Provisions for PROJECT. Within forty-five (45) days of receipt of CITY's request for "State-furnished materials" pursuant to Section I, Article 36, STATE will submit an invoice for the actual cost of said "State-Furnished materials". Upon subsequent receipt by STATE of CITY's payment for said requested "State-furnished materials". Those materials will be made available to CITY.

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 Authority, and the allocation of resources by the California Transportation Commission to STATE for the purpose of fulfilling STATE's obligations herein.
2. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of the Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by CITY's Director of Public Works or other official designated by CITY and STATE's District Director for District 07 and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
3. STATE will be the CEQA Lead Agency and CITY will be a CEQA Responsible Agency. The Federal Highway Administration (FHWA) will be the Federal Lead Agency for NEPA with STATE providing oversight for the NEPA process. CITY will assess impacts of PROJECT on the environment and prepare the ED, including the necessary investigative studies and environmental technical reports in order to meet the requirements of CEQA and NEPA. STATE's review, comment, and approval on investigative studies and technical environmental reports are required. The administrative draft, draft, administrative final, and final ED will require STATE's review, comment, and approval, as well as FHWA's review, comment, and approval prior to public availability. STATE will review and request approval of the environmental technical reports and ED by the FHWA. STATE and FHWA will be responsible for the public hearing process.
4. All administrative reports, studies, materials, documentation, including, but not limited to, all administrative drafts and administrative finals of the ED and PSR/PR, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). STATE and CITY agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees and agents whose work requires that access without the prior written approval of STATE and except as required or authorized by statute or pursuant to the terms of this Agreement.
5. If there is a legal challenge to the PROJECT's CEQA environmental documentation, including supporting technical studies, documentation, and if applicable, the mitigation, monitoring, or remedial actions which are required by the environmental documentation, PROJECT permits and/or agreements, all legal costs associated with those said legal challenges shall be a PROJECT cost.
6. If, during preliminary engineering, preparation of the PS&E, or PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with NEPA and/or CEQA, this Agreement will be amended to include completion of these additional tasks by CITY.
7. Upon approval, the combined PSR/PR for PROJECT will be made an express part of this Agreement.

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8. The basic design features (as defined in Attachment 3 of the Scope of Work) for PROJECT shall comply with those addressed in the approved PSR/PR, unless modified as required for environmental clearance and/or FHWA approval of PROJECT.
9. The design, right of way acquisition, and preparation of environmental documents for PROJECT shall be performed in accordance with STATE's standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be approved by STATE via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards". STATE shall consult with CITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
10. CITY shall be responsible for all changes in development and construction costs associated with modifications to the basic design features as described above, unless mutually agreed to the contrary by STATE and CITY in a subsequent amendment to this Agreement.
11. Construction by CITY of improvements referred to herein which lie within the State highway right of way or which affect STATE's facilities, shall not be commenced until CITY's original contract plans involving such work and plan for utility relocations have been reviewed and accepted by signature of STATE's District Director of Transportation, or the District Director's delegated agent, and until an encroachment permit to CITY authorizing such work has been issued by STATE.
12. CITY shall obtain aforesaid encroachment permit through the office of STATE's District Permit Engineer and CITY's application shall be accompanied by five (5) sets of reduced construction plans of aforesaid STATE- accepted contract plans, and five (5) sets of specifications for PROJECT. Receipt by CITY of the approved encroachment permit shall constitute CITY's authorization from STATE to proceed with work to be performed by CITY or CITY's representatives within the District proposed State highway right of way or which affects STATE's facilities, pursuant to work covered by this Agreement. CITY's authorization to proceed with said work shall be contingent upon CITY's compliance with all provisions set forth in this Agreement and said encroachment permit.
13. CITY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within the State highway right of way or which affects STATE's facilities. The application by CITY's construction contractor for said encroachment permit shall be made through the office of STATE's District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.
14. CITY shall provide a right of way certification prior to the granting of said encroachment permit by STATE, to certify that legal and physical control of rights of way were acquired in accordance with applicable State and Federal laws and regulations.
15. CITY shall not advertise for bids for the contract to construct PROJECT until after an encroachment permit has been issued to CITY by STATE.

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16. CITY's construction contractor shall maintain in force, until completion and acceptance of the construction contract for PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in accordance with Section 7-1.12 of STATE's Standard Specifications. Such policy shall contain an additional insured endorsement naming the State of California, its officers, agents, and employees as additional insureds. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE, which shall be delivered to STATE before the issuance of an encroachment permit to CITY's construction contractor.
17. Prior to award of the construction contract for PROJECT, CITY may terminate this Agreement by written notice.
18. During the construction of PROJECT, representatives of CITY and STATE will cooperate and consult with each other, and all work pursuant to PROJECT shall be accomplished according to the approved plans, specifications, and STATE's applicable standards and practices. Satisfaction of these requirements shall be verified by STATE's representative. STATE's representative is authorized to enter CITY's property during construction for the purpose of monitoring and coordinating construction activities.
19. Changes to the plans and specifications for PROJECT shall be implemented by contract change orders reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, changes authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans referred to in Article 39 of Section I of this Agreement.
20. CITY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through CITY's claim process. STATE's representative will be made available to CITY to provide advice and technical input in any claim process.
21. Any hazardous material or contamination of an HM-1 category found within the existing State highway right of way requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way requiring the same defined remedy or remedial action shall be the responsibility of CITY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If CITY decides to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right of way and CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If CITY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of CITY's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. CITY shall sign the HM-1 manifest and pay all costs for required

remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, CITY will have the option to either delay PROJECT until STATE is able to provide funding or CITY may proceed with the remedy or remedial action at CITY's expense without any subsequent reimbursement by STATE.

22. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State highway right of way shall be the responsibility of CITY, at CITY's expense, if CITY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. CITY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If CITY decides to not proceed with PROJECT, there will be no obligation to either CITY or STATE other than CITY's duty to cover and protect HM-2 material left in place.
23. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by CITY for PROJECT, CITY, as between CITY and STATE only, shall be responsible, at CITY's expense, for all required remedy or remedial action and/or protection and shall guarantee STATE that said new right of way is clean prior to transfer of title to STATE in accordance with Article 20 of Section I of this Agreement. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or CITY, as a last resort, shall sign the manifest.
24. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.
25. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by CITY on the State highway right of way shall be pre-approved by State and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
26. Pursuant to the authority contained in Section 591 of the Vehicle code, STATE has determined that within such areas as are within the limits of PROJECT and are open to public traffic, CITY shall comply with all of the requirements set for in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CITY shall take all necessary precautions for safe operation of CITY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by CITY, and for the protection of the traveling public from injury and damage from such vehicles or equipment.
27. Upon completion and acceptance of the construction contract for PROJECT by CITY to the satisfaction of STATE, CITY will operate and maintain PROJECT facilities at its own cost and expense until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate these new PROJECT facilities located on the State Highway.

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28. Operation and maintenance of traffic signals, signs, and safety lighting shall be shared in accordance with existing Maintenance Agreement #VEN-56-6039 entered into between STATE and CITY effective on March 1, 1987. The Exhibit A of said agreement will be amended to include this signal as a part of said Maintenance Agreement.
29. Upon completion of all work under this Agreement, ownership and title to materials, equipment, and appurtenances installed within the State highway right of way will automatically be vested in STATE, and materials, equipment, and appurtenances installed outside of the State highway right of way will automatically be vested in CITY. No further agreement will be necessary to transfer ownership as herein before stated.
30. Nothing in the provisions of this Agreement is intended to create duties or obligations to or right in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of State highways and public facilities different from the standard of care imposed by law.
31. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
32. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
33. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
34. Except as otherwise provided in Article 33 above, this Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT, or on July 30, 2009, whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, and claims clauses for PROJECT shall remain in effect until terminated or modified, in writing, by mutual agreement.

District Agreement No. 07-4683

STATE OF CALIFORNIA
Department of Transportation

CITY OF MOORPARK

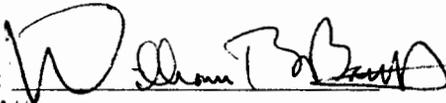
WILL KEMPTON
Director

By: _____
Douglas R. Failing
District 07 Director

By: _____
Patrick Hunter
Mayor

Approved as to Form and Procedure:

ATTEST:

By: 
Attorney
Department of Transportation

By: _____
City Clerk

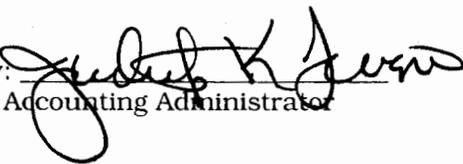
Certified as to Funds:

Certified as to Funds:

By: _____
District Budget Manager

By: _____
Johnny Ea
Finance Director

Certified as to Financial Terms and Conditions:

By: 
Accounting Administrator

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed widening of State Route 118 from Moorpark Avenue to Spring Road, in the City of Moorpark.

1. CITY and STATE concur that the proposal is a Category 4B as defined in STATE's Project Development Procedures Manual.
2. CITY will submit drafts of environmental technical reports and individual sections of the draft environmental documents to STATE, as they are developed, for review and approval. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by CITY. Existing traffic data shall be furnished by CITY.
3. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising of PROJECT.
4. The existing freeway agreement need not be revised.
5. All phases of PROJECT, from inception through construction, whether done by CITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
6. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and CITY's staff.

**ATTACHMENT 1
PLANNING PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
1. ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
Establish Project Development Team (PDT)	X	X
Approve PDT	X	
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Reports		X
Review and Approve Environmental Studies and Reports	X	
Prepare and Submit Draft Environmental Document (DED)		X
Review DED in District	X	
2. PROJECT GEOMETRICS DEVELOPMENT		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Review and Approve Project Geometrics and Operational Analysis	X	
3. PROJECT APPROVAL		
Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Approve Project Report	X	

ATTACHMENT 2
DESIGN PHASE ACTIVITIES

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
1. PRELIMINARY COORDINATION		
Request 1 - Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion	X	X
2. ENGINEERING STUDIES AND REPORTS		
Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type Selection	X	

RESPONSIBILITY
STATE CITY

PROJECT ACTIVITY

3. R/W ACQUISITION & UTILITIES

Request Utility Verification		X
Request Preliminary Utility Relocation Plans from Utilities		X
Prepare R/W Requirements		X
Prepare R/W and Utility Relocation Cost Estimates		X
Submit R/W Requirements & Utility Relocation Plans for Review		X
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans		X
Check Utility Relocation Plans		X
Submit Utility Relocation Plans for Approval		X
Approve Utility Relocation Plans	X	
Submit Final R/W Requirements for Review & Approval		X
Fence and Excess Land Review	X	
R/W Layout Review	X	
Approve R/W Requirements	X	
Obtain Title Reports		X
Complete Appraisals		X
Review and Approve Appraisals for Setting Just Compensation		X
Prepare Acquisition Documents		X
Acquire R/W		X
Open escrows and Make Payments		X
Obtain Resolution of Necessity		X
Perform Eminent Domain Proceedings		X
Provide Displacee Relocation Services		X
Prepare Relocation Payment Valuations		X
Provide Displacee Relocation Payments		X
Perform Property Management Activities		X
Perform R/W Clearance Activities		X
Prepare and Submit Certification of R/W		X
Review and Approve Certification of R/W	X	
Transfer R/W to STATE		X
Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	CITY
4. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES		
Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications		X
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X

ATTACHMENT 3
DEFINITIONS

Basic Design Features - A general description of the facility:

1) Design Speeds:

Design Speed of State Highway	SR-118: 70 km/h
Design Speed Local roads	Moorpark Ave: 50 km/h
	Spring Road: 65 km/h
	Millard, Flory, Fremont: 40 km/h

2) Number of Thru Lanes:

SR-118:	6 (3 each dir.)
Moorpark Ave:	2 (1 each dir.)
Spring Road:	4 (2 each dir.)
Flory Ave:	2 (1 each dir.)
Millard St:	2 (1 each dir.)
Fremont St:	2 (1 each dir.)

- None of the facilities have auxiliary lanes and there are no interchanges or separations within the project limits.

3) Widths of Thru Lanes, Medians, and Shoulders:

SR-118: Inside Lanes = 3.6m
Outside Lanes = 6.2m (with 2.4m Shoulder)
Painted Median = 4.2m

Moorpark Ave: Lane Width = 6.0m (with 2.4m Shoulder)
No median

Spring Road: Inside Lanes = 3.6m
Outside Lanes = 6.0m (with 2.4m Shoulder)
Median = 3.6m

Flory and Millard: Lane Width = 6.0m (with 2.4m Shoulder)
No median

Fremont (Private Road): Lane Width = 4.8m
No median

4) There are no special features except for a TMP, which has been included in the PSR/PR.

5) Mandatory and Advisory Design Standards: at this time the PSR/PR met all design standards (i.e., there are no design exceptions).