



Local Programs Procedures

LPP 16-05 Office Bulletin Incorporation Phase 2

Original Signature By

Effective Date: October 2016

Approved: _____

Ray Zhang, Chief
Division of Local Assistance

The following Division of Local Assistance Office Bulletins (DLA-OB) have been incorporated into the *Local Assistance Procedures Manual (LAPM)* and incorporated into the *Local Assistance Program Guidelines (LAPG)*, in which the following Office Bulletins will be expired upon issuance of this LPP.

DLA-OB	TITLE
13-02	LAPM Chapter 6- Environmental Procedures
14-01	Environmental Procedures
14-03	Use of Toll Credits in Lieu of Non-Federal Share Match for Local Assistance Federal-Aid Highway Projects
14-04	Utility Clause Updated – Buy America
14-07	Environmental Procedures

Below is a summary of the significant revisions:

Chapter 3, Project Authorization	
3.1 Introduction Subtitle: Terms and Definitions	Added definition for Data Universal Numbering System (DUNS). Preliminary Engineering (PE) definition was rewritten to add clarity regarding PS&E completion and NEPA compliance
3.3 Request for Authorization Subtitle: Preliminary Engineering	Section was rewritten to add clarity regarding PS&E completion and R/W Activities
3.3 Request for Authorization Subtitle: Right of Way	Section was updated to add clarity pertaining to pre-acquisition R/W activities

3.3 Request for Authorization Subtitle: Right of Way Utility Relocations	Provided clarity to utility relocation necessary to complete NEPA and PS&E requirements, which may be authorized under Preliminary Engineering (PE)
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3.10 Toll Credit in Lieu of Non-Federal Match	Incorporated policy and procedures from OB 14-03, Use of Toll Credit in Lieu of non-Federal Share Match for Local Assistance Federal-Aid Highway Projects
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Chapter 3, Project Authorization (Exhibits)

3G	Exhibit 3-G was modified to include a Non-Infrastructure column, and a FHWA Specific Authorization to Relocate Utilities row
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3-L	Exhibit 3-L was re-formatted to remove the check boxes, in addition to placing the items in alphabetical order
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Chapter 5, Invoicing

5.4 Method of Reimbursement Subtitle: Alternative Construction Progress Payment Procedures	Sub-section “Alternative Construction Progress Payment Procedure” is no longer applicable and was deleted
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Chapter 6, Environmental Procedures

6.6 Step-By-Step Procedures Categorical Exclusion With No Technical Studies	Incorporated policy and procedures from OB 13-02, LAPM Chapter 6- Environmental
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Chapter 6, Environmental Procedures (Exhibits)

6-E	Exhibit 6-E (Categorical Exclusive Checklist) reflects DEA’s updated version of CE Checklist
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6-F	Exhibit 6-F: (Categorical Exemption/Categorical Exclusion Determination Form) reflects DEA’s updated version of Determination Checklist
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Chapter 12, Plans, Specifications, & Estimate (Exhibits)

12-D	Exhibit 12-D Item E “Proprietary Items” has been updated to provide the requirements of a Public Interest Findings, when less than three proprietary products or processes are called out in the projects plans or special provisions
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12-H	Exhibit 12-H incorporated table “List of Subcontractors” provided to the Bidder in order to track Name/Address, Contractors License Numbers, Description of Portion of Work, etc.
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Chapter 14, Utility Relocations (Exhibits)

14-G	“Buy America” and MAP-21 clauses have been added from OB 14-04
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14-I	“Buy America” and MAP-21 clauses have been added from OB 14-04
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LAPG Chapter 23, Local Agency STIP Projects

23.5 Planning, Programming and Monitoring Funds	Revised language within the section
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The LAPM can be found on the Division of Local Assistance website at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.

To receive notifications of updates, please subscribe to the DLA email list at <http://www.dot.ca.gov/hq/LocalPrograms/sub.htm>.

Comments and suggestions for improvement to LAPM publication may be submitted to Kamal Sah at kamal.sah@dot.ca.gov

Authorization to Proceed – Federal project funding eligibility approval for a particular phase of work by the Federal Highway Administration (FHWA).

Construction Engineering – Supervision and inspection of construction activities, additional staking functions considered necessary for effective control of the construction operations, testing materials incorporated into construction, checking shop drawing, and measurements needed for the preparation of pay estimates.

Delegated Project – A lower risk project not selected as High Profile project, for which Caltrans has authority for all aspects of a Federal-aid project except those activities which may not be delegated by federal law (requiring FHWA approval). Prior to September 2007 these projects were referred to as “State-Authorized” projects defined by set criteria (rather than risk) such as non-Interstate 3R projects, Interstate construction projects under \$1 million, non-NHS projects, etc. Over 99% of Local Assistance projects are delegated in which Caltrans or the local agency has approval authority for most project level activities.

Disadvantaged Business Enterprise (DBE) – A for-profit “small business concern” that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals. One or more such individuals must also control the management and daily business operations. These individuals must be citizens lawfully admitted permanent residents of the United States and (1) any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis, or (2) who are either African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka), Women, or any other group found to be socially and economically disadvantaged by the Small Business Administration (see CFR, Part 26).

Data Universal Numbering System (DUNS) Number – A unique, non-indicative 9-digit identifier required for all federal grant applicants by the U.S. Office of Management and Budget.

E-76 – Federal-aid program form titled Authorization to Proceed. It provides federal authorization to begin reimbursable work for a specific phase of work.

Encumbrance – The commitment of funds based on an agreement that permits Caltrans to reimburse eligible costs for an approved phase of a project.

Federal Fiscal Year – The accounting period for the federal budget. The Federal Fiscal Year (FFY) is from October 1 until September 30. The FFY is designated by the calendar year in which it ends. For example, FFY

06 runs from October 1, 2005, until September 30, 2006.

Finance Letter – Project funding summary document required by Local Programs Accounting. It is prepared by the administering agency and submitted to Caltrans as backup information for the federal-aid/state project agreement.

FSTIP – Federal Statewide Transportation Improvement Program, a four-year list of all state and local transportation projects proposed for federal surface transportation funding and/or are considered regionally significant. This is developed by Caltrans in cooperation with

MPOs/RTPAs and in consultation with local and other rural entities. The FSTIP, including FTIPs, requires FHWA/FTA approval.

FTIP – Federal Transportation Improvement Program, a four-year list of all transportation projects proposed for federal surface transportation funding within the planning area of one of the eighteen Metropolitan Planning Organizations (MPOs) in the state. These are only valid for reference when incorporated into the FSTIP and approved by FHWA/FTA (see Chapter 4 of the Caltrans Project Development Procedures Manual for more discussion).

High Profile – High Profile projects are high-risk projects for which the FHWA maintains project level approval for many project delivery activities. Prior to September 2007 these projects were referred to as FHWA “Full-Oversight” projects based on set criteria (rather than risk) such as Interstate construction over \$1 million, major Intelligent Transportation System, etc. Very few Local Assistance projects are High Profile projects.

LAPG – The *Local Assistance Program Guidelines* manual provides local project sponsors with a complete description of the federal and state programs available for financing local public transportation related facilities.

LAPM – The *Local Assistance Procedures Manual* describes the processes, procedures, documents, authorization, approvals and certifications, which are required in order to received federal-aid and/or state funds for many types of local transportation projects.

Local Agency – A city, county or other public entity.

Local Assistance Project – A local surface transportation project funded with federal and/or state funds for the operation, maintenance, and acquisition or development of facilities or land, provided the local entity retains ownership after completion of the project. Examples include:

- Project on Local Street with federal CMAQ funds
- Project on Local Street with RIP (STIP) funds

National Environmental Policy Act (NEPA) – Federal environmental law requiring federal agencies to consider the environmental impacts of their actions, evaluate least damaging alternatives and ensure decisions are made in the public’s best interest based on a balanced consideration of the need for safe and efficient transportation.

Obligation – The federal government’s legal commitment (promise) to pay or reimburse the states or other entities for the federal share of a project’s eligible costs.

Obligation Authority (OA) – Total amount of federal funds that may be obligated in a FFY.

Overall Work Plan (OWP) – The OWP is the MPO/RTPA’s transportation planning structure/plan for the state fiscal year, July 1 through June 30.

Preliminary Engineering (PE) – This phase includes all project initiation and development activities (including NEPA approval) undertaken through the completion of PS&E. It may include preliminary utility investigation and engineering work associated with utility relocation and pre-acquisition R/W activities such as estimating, title search and other studies necessary for project agreement approval and NEPA compliance.

recommended (see Chapter 7, “Field Reviews,” of the LAPM), and the California Transportation Commission (CTC) allocation(s) of STIP funds, if necessary.

If federally funded work is to be performed by a consultant or contractor, the local agency must have a Caltrans approved California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (Exhibit 9-A) and the approved Local Agency DBE Annual Submittal Form (Exhibit 9-B). The Local Agency DBE Annual Submittal Form is due to the DLAE by June 30 of each year for the following FFY. (See Chapter 9, “Civil Rights and Disadvantaged Business Enterprise,” of the LAPM.)

3.3 REQUEST FOR AUTHORIZATION

The project sponsor identified in the FTIP/FSTIP to receive the federal funds is responsible for requesting the federal Authorization to Proceed. The project sponsor must prepare and submit a Request for Authorization to Proceed package to the appropriate Caltrans District Local Assistance Office. The request package should include, as a minimum, the agency’s Request for Authorization to Proceed (see Exhibits 3-A, B, C, D, or Q), Request for Authorization to Proceed Data Sheets(s) (see Exhibit 3-E), Finance Letter and all required support documentations. The Caltrans District Local Assistance Office must submit to Caltrans Headquarters Division of Local Assistance (DLA), the Federal Project Log Sheet (Exhibit 3-G) with the appropriate documents attached.

If the Request for Authorization package is complete and all federal and state requirements have been satisfied, a minimum of three (3) weeks processing time should be allowed to receive federal Authorization to Proceed for Delegated projects. More time will be required for “High Profile” projects. Additional time may also be required near the beginning or end of the FFY.

If the Request for Authorization to Proceed package is incomplete, unacceptable or missing information that cannot be quickly obtained by FAX, telephone, e-mail, or other source, the package will be returned to the local agency for resubmittal.

Preliminary Engineering

Eligible preliminary engineering (PE) work includes location and environmental studies, NEPA approval (LAPM Chapter 6, “Environmental Procedures”), preliminary utility investigations and engineering work associated with utility relocation, final design (Plans, Specifications and Estimates, PS&E) and other related work including the cost of advertising leading to physical construction of a project. Preliminary R/W activities that may be considered eligible and authorized as part of PE include pre-acquisition activities such as estimating, title search and preliminary property map preparation and studies, as needed for NEPA compliance (see LAPM Chapter 13, “Right of Way”).

Only eligible work performed after the date of federal authorization is eligible for federal reimbursement. The preliminary studies portion of PE may be authorized prior to an optional or mandatory field review (see Chapter 7, “Field Reviews,” of the LAPM). This allows for the reimbursement of selecting consultants and other specialists who may be needed for field review. However, a completed Field Review form shall be submitted to Caltrans within four-

months from the initial PE authorization. Otherwise, the Authorization to Proceed will be canceled automatically.

Preliminary Engineering Phases Over Ten Years

Title 23 [CFR 630.112\(c\)\(2\)](#), as well as [USC Title 23, Section 102 \(b\)](#), requires the following for any federal-aid project: In the event that right-of-way acquisition for, or actual construction of, the road for which this Preliminary Engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the local agency will repay to the FHWA the sum or sums of federal funds paid to the transportation department under the terms of the agreement.

[FHWA Order 5020.1](#) published on April 26, 2011 provides policy direction on the repayment of federal-aid funds expended on Preliminary Engineering projects when reasonable progress has not been made toward R/W acquisition or construction. This directive also provides additional guidance clarifying when the FHWA can grant time extension.

Policy

- Projects that reach the status of “PE over 10 years” are out of compliance with [23 CFR 630.112\(c\)\(2\)](#), as well as [Section 102 \(b\) of USC Title 23](#), unless the project has an approved time extension. All invoice requests for a project out of compliance will cease to be paid. The project will be reviewed for closure and repayment of federal funds.
- Projects that have not moved to either R/W or CON in 8 years, exceeded the 10-year deadline, or approved with a time extension, will be posted on the Division of Local Assistance (DLA) website:
http://www.dot.ca.gov/hq/LocalPrograms/pe_over_10yrs.html.
- For any project in the PE phase that is within two years of reaching the 10-year deadline, the local agency may either submit a Request for Authorization (E-76) for R/W or CON, request a time extension request, or withdraw the project. If the time extension is denied, the project will be closed and federal funds repaid.
- Local agencies must inform the District Local Assistance Engineer (DLAE) of projects that advance to the R/W or CON phase without the aid of federal funds to be closed and removed from the "PE over 10 years" list.

Local Agency (Agency)

- Monitor projects in the PE phase for compliance.
- Submit Request for Authorization (E-76) for R/W or CON funds, if PE phase is completed.
- Inform the DLAE when the project advances to R/W or CON phase using local or state funds only (No federal funds).
- Submit a time extension request if the PE phase cannot be completed before the 10-year deadline.

- Chronology of events leading to the delay (if litigation, supply a copy of the summary of the actual litigation documents filed with the acceptance date and stamp by the Court system)
- Updated schedule of future milestones (i.e., PE complete, NEPA approval, Final Design completion, construction award, etc.) helps demonstrate agency's commitment to completing the project
- Current Finance Letter Issued
- Prior FHWA decision letters on time extension request, if applicable

Provided by District DLAEs:

- Copy of pending E-76 requesting funds
- Copy of initial E-76 for project
- Current project programming (FTIP)
- HBP-Program Listings for FTIP/FSTIP (*compiled if Structures Project*)

Provided by PE>10 Projects Coordinator:

- FMIS printouts showing project authorizations, expenditures and balances

Intelligent Transportation Systems

For Intelligent Transportation Systems (ITS) projects, PE includes Systems Engineering, equipment, software development, and use of a Systems Manager or Systems Integrator (see Chapter 13 “Intelligent Transportation Systems (ITS) Program,” of the LAPG for details on Systems Engineering and the project development process for ITS projects).

The System Engineering analysis of High-Risk (formerly “Major”) ITS projects, as defined in Chapter 13 of the LAPG, must be approved by the FHWA prior to PE. The Systems Engineering Review Form (SERF) of High-Risk ITS projects must be approved by FHWA prior to or shortly after PE authorization. Development of the Systems Engineering Management Plan (SEMP) is contingent upon federal review comments and approval of the SERF. FHWA approval of the SEMP is required prior to proceeding to detailed component design.

Low-Risk (formerly “Minor”) ITS projects can undergo the traditional one PE phase authorization and will not require FHWA approval of the SERF and SEMP. However, the local agency still must complete the SERF as part of the Field Review Form.

Exempt ITS projects can undergo the traditional one PE phase authorization and will not require the SERF and SEMP.

Right of Way

Eligible Right of Way (R/W) work includes the preparation of R/W plans, making economic studies, other R/W related-preliminary work, appraisal for parcel acquisition, review of appraisals, payments for real property acquired, preparation for and trial of condemnation cases, management of properties acquired, furnishing of relocation assistance, and other related labor expenses (see 23 CFR 710 for details). This work is covered in the local agency's Request

for Authorization to Proceed with Right of Way (Exhibit 3-B of this chapter). **Only eligible work performed after federal Authorization to Proceed with R/W may receive federal reimbursement.**

As noted above, some pre-acquisition R/W activities and studies necessary for project agreement approval and completion of the NEPA process may be authorized as part of PE. However, an approved NEPA document is required prior to the majority of R/W activities (e.g., negotiating with property owners, acquisition and relocation assistance, see Chapter 13, “Right of Way,” of the LAPM). The request for R/W authorization must include an approved NEPA document and completed Field Review Form if not submitted previously.

Right of Way Utility Relocations

If federal reimbursement is sought for utility relocations (adjustments), all work must be performed in accordance with the FHWA’s “Alternate Procedure” 23 CFR 645.119 (e)(2). Refer to Chapter 14, “Utility Relocations,” of the LAPM for detailed information and procedures related to eligible costs, required federal actions (Authorization to Proceed [E-76], FHWA Specific Authorization to Relocate Utilities, and FHWA Approval of Utility Agreement[s]), sequence of activities, notifications, support documentation and federal reimbursement.

The DLAE must identify the name of the utility owner, type of facility, and estimated cost to relocate/adjust each utility in the “State Comments” section of the E-76.

Note: Investigative and preliminary utility engineering work associated with utility relocation necessary to complete NEPA and PS&E may be authorized under Preliminary Engineering.

Construction and Construction Engineering

Eligible construction costs include the actual cost to construct the highway itself, including its appurtenant facilities and any removal, adjustment or demolition of buildings or major obstruction, utility or railroad work that is a part of the physical construction of the project construction engineering, and administrative settlement of cost for contract claims.

Construction costs exclude costs of PE, R/W, and construction engineering.

Federal Authorization to Proceed with construction must be received prior to advertising.

Projects advertised for a construction contract prior to federal authorization are NOT eligible for federal reimbursement.

The request package for Authorization to Proceed with construction must include a Field Review form, a copy of the approved NEPA document (either a signed Categorical Exclusion, Finding of No Significant Impact [FONSI], or Record of Decision [ROD]), if not previously submitted, approved Right of Way Certification, project Finance Letter, engineer’s estimate, PS&E Certification (Exhibit 12-C), PS&E Checklist (Exhibit 12-D) and PS&E package.

For projects of \$100 million or more, but less than \$500 million, a Financial Plan must be prepared and submitted to the DLAE with the request for construction authorization. For major projects of \$500 million or more, a Financial Plan must be submitted prior to the request for construction authorization and submittal of a draft Project Management Plan is required prior to environmental approval. For major projects, the Final Project Management Plan is due 90

have their matching pro rata share available and are committed to providing it as applicable. The request must include the justification and a tapered match schedule.

The FHWA may approve cases where tapered match would:

- Expedite project completion.
- Reduce the project's overall cost.
- Provide incentive to attract additional nonfederal funds to the project.

3.9 FLEXIBLE MATCH

Federal flexible match provisions allow a wide variety of public and private contributions to be credited toward the nonfederal match for federal-aid projects. Eligible contributions include donations of public and private cash, R/W (Acquisition) and in certain cases, public and private materials or services rendered.

The use of flexible match also is subject to review and approval by both Caltrans (Office of Federal Resources) and the FHWA (California Division). The project sponsor must submit a written flexible match plan to the DLAE for review. The plan must specify the appraised value (fair market value) of donated property, materials, and/or services.

Eligibility of flexible match for credit against nonfederal match is subject to the following:

- **Cash** – Private, state, and local entity funds must be received during the period between project approval/authorization and submittal of the project final voucher.
- **Right of Way** – Private, state, local agency property may be donated any time during the project development process. The property must be appraised to determine the fair market value and must be included in the total project cost. The donation of the property shall not influence the NEPA process.
- **Materials** – Private and local entity donation of materials must be appraised to determine fair market value. Credit for state donated materials is not permitted.
- **Services** – State and local entity services may only be credited toward the nonfederal match for Transportation Enhancements (TE) projects. Private donation of services must be documented as to fair market value.

In addition to the referenced flexible match opportunities above, certain sources of federal grant funds may be eligible to match certain categories of highway projects. For more information refer to FHWA's "Innovative Finance Primer" Chapter 2 "Innovative Management of Federal Funds," located at: <http://www.fhwa.dot.gov/innovativefinance/ifp/innoman.htm>.

3.10 TOLL CREDIT IN LIEU OF NON-FEDERAL MATCH

Section 1508 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) as established under Section 120(i) of the Title 23 of the United States Code (USC) authorizes states to use certain toll revenue expenditures as a credit toward the non-federal matching share of programs

authorized by Title 23 (except for the Emergency Relief (ER) Program) and for transit programs authorized by Chapter 53 of Title 49 of the USC.

Federal-aid highway projects typically require the project sponsors to provide a certain percentage of non-federal funds as match to the federal funds. For example, Surface Transportation Program (STP) funded projects require a minimum of 11.47% of non-federal match funds. Through the use of toll credits, the non-federal share match requirement can be met by applying an equal amount of toll credits and therefore *allow a project to be funded at 100% federal* for federally participating costs. Toll credits can be used on all federal-aid highway funding programs EXCEPT for the ER Program.

Local agencies may now use other federal funding to replace the required local match for both On-System Local Highway Bridge Program (HBP) projects and Highway Safety Improvement Program (HSIP) projects. With this option toll credits can be applied to each federal funding component in the project to increase the federal reimbursement rate to 100%. Caltrans policies also limits the use of toll credits on HSIP and HBP. (The limit of toll credit use for On-System Local Highway Bridge Program (HBP) projects and Highway Safety Improvement Program (HSIP) projects is because all available funds have been fully programmed and there are more needs than funding capacity).

Two websites have been added to the policy to assist local agencies that wish to use toll credits for the federal Planning and Federal Transit Administration (FTA) funds:

- http://www.dot.ca.gov/hq/tpp/offices/orip/owp/index_files/Final_2011_RPH.pdf
- <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5311/transittollcreditsrev012611.pdf>

One of the conditions for FHWA's approval of the toll credits is that its use does not reduce the state's non-federal transportation capital expenditures. To conform to this policy, California must demonstrate continued efforts to maintain its non-federal transportation expenditures. Therefore, project sponsors that have savings of transportation dollars due to toll credit match of federal funds shall spend that savings on other transportation related projects.

In addition, it needs to be noted that the use of toll credits does not generate any additional federal funding. Its use is merely to meet the non-federal match requirement of the federal participating cost. The amount of toll credit available each year is limited by the amount of annual Federal Obligation Authority (OA).

Toll credits can be used in any phase of federal-aid projects (Preliminary Engineering, Right of Way, or Construction) as long as that phase of work has not been previously authorized. Caltrans policy does not allow the retroactive use of toll credits on a phase of work that has already received federal authorization. However, subsequent phases can be authorized to use toll credits.

In order to use toll credit, a project MUST meet the following requirements:

- The intended use of toll credits is explicitly expressed in the Request for Authorization (RFA) to proceed by marking the appropriate toll credit use area;
- Indicate the use of toll credits in the Remarks of the signed project Finance Letter;

- Be fully funded at the maximum allowable federal reimbursement rate, excluding federally non-participating costs;
- Programmed in the current Federal Statewide Transportation Improvement Program (FSTIP) as using toll credits;
- The project is funded with funds from one of the programs listed in Caltrans’ Statewide Toll Credit Use Policy.
- Project must meet the eligibility criteria for that particular funding being used on the project.

The following examples demonstrate how the use of toll credits is different than the normal federal/non-federal match funding.

Scenario A – Traditional Project Funding with Match

For a project with a total cost of \$120,000 including \$20,000 of federally non-participating costs (\$100,000 federally participating) using a federal reimbursement rate of 88.53%, the funding plan would normally be as indicated in the following Table 1.

Table 1 - Traditional Funding					
Prog Code	Total Cost	Participating Cost	Federal Funds	Non-Federal Funds	Toll Credit
M240	\$120,000	\$100,000	\$88,530	\$31,470	\$0

The federal fund amount required in this scenario is \$88,530 (88.53%) of the participating cost and the non-federal funding amount is equal to the non-participating amount \$20,000 plus the required \$11,470 (11.47%) non-federal match for a total amount of \$31,470.

Scenario B – Toll Credit Funding

When toll credit is being applied to the project, it will be used as a credit toward the non-federal share or \$11,470. Since toll credits are not federal funds, federal share must be increased to accommodate the reduction of Non-Federal funds resulting from the toll credit being used as indicated in the following Table 2.

Table 2 - Use Toll Credit					
Prog Code	Total Cost	Participating Cost	Federal Funds	Non-Federal Funds	Toll Credit
M240	\$120,000	\$100,000	\$100,000	\$20,000	\$11,470

The federal fund amount required is changed from \$88,530 (88.53%) to \$100,000, the total Participating Cost, and the non-federal funding amount is equal to the non-participating amount. This option is not applicable for Local HBP projects on the State Highway System and Highway Safety Improvement Program (HSIP) projects (see Scenario C below).

Scenario C – Toll Credit with Dual Federal Funding

This scenario is for an HSIP project using STP funds as a match. When other types of federal funding are being applied as a match to the project, each fund must be treated as a separate funding component with 100% federal funding and a corresponding toll credit. A toll credit value equal to the required non-federal match will be applied to each of the federal funding lines as indicated in Table 3.

Funding Line	Prog Code	Total Cost	Participating Cost	Federal Funds 1	Federal Funds 2	Toll Credit
1	MS30 (HSIP)	\$90,000	\$90,000	\$90,000	\$0	\$9,000
2	M240 (STP-Match)	\$10,000	\$10,000	\$0	\$10,000	\$1,147
	Total	\$100,000	\$100,000	\$90,000	\$10,000	\$10,147

For this example, the required non-federal match for HSIP funding line #1 is \$9,000 (10%). For funding line #2 the required match for STP funding is \$1,147 (11.47%). Therefore, the total amount of toll credit applied to this project is \$10,147. This option is applicable for On-System Local HBP projects and Highway Safety Improvement Program (HSIP) projects.

Local Agencies:

- Work with the respective Metropolitan Planning Organization (MPO) or RTPA to ensure the use of toll credit is appropriate and that such use is properly programmed in the MPO's Federal Transportation Improvement Program (FTIP), and subsequently in the Federal Statewide Transportation Improvement Program (FSTIP);
- Submit Request for Authorization (RFA) and Finance Letter indicating the use of toll credits for the project; Federal funds must equal 100% of the total participating costs. Include a comment in the "Remarks" section of the Finance letter for the use of toll credits; and
- After receiving Authorization to Proceed, an executed Program Supplemental Agreement (PSA), and a State approved Finance Letter. Invoices for eligible costs may be billed at 100% of the participating costs.

Assume a project need of \$100,000.

With funds that you can normally use toll credits with, you have the breakdown below:

	TOTAL	PARTICIPATING	FEDERAL 1	LOCAL	TOLL CREDIT
Traditional	\$100,000	\$100,000	\$88,530	\$11,470	\$ 0
Toll Credit	\$100,000	\$100,000	\$100,000	\$0	\$11,470 (\$100,000 x .1147)

Using On-System Bridge funds, you must have a second non-HBP source of federal funds to make it work:

	TOTAL	PARTICIPATING	Federal 1 ON SYS HBP	Federal 2 STP	LOCAL	TOLL CREDIT
Traditional	\$100,000	\$100,000	\$88,530	\$0	\$11,470	\$0

Toll Credit (HBP piece)	\$88,530	\$88,530	\$88,530	\$0	\$0	\$10,154 (\$88,530 x .1147)
Toll Credit (STP piece)	\$11,470	\$11,470	\$0	\$11,470	\$0	\$1,316 (\$11,470 x .1147)
TOTAL	\$100,000	\$100,000	\$88,530	\$11,470	\$0	\$11,470

If, for example, the second fund source is DEMO, it would breakdown like this:

	TOTAL	PARTICIPATING	Federal 1 ON SYS HBP	Federal 2 DEMO	LOCAL	TOLL CREDIT
Traditional	\$100,000	\$100,000	\$88,530	\$0	\$11,470	\$0

Toll Credit (HBP piece)	\$88,530	\$88,530	\$88,530	\$0	\$0	\$10,154 (\$88,530 x .1147)
Toll Cre (DEMO* piece)	\$11,470	\$11,470	\$0	\$11,470	\$0	\$2,294 (\$11,470 x .20)
TOTAL	\$100,000	\$100,000	\$88,530	\$11,470	\$0	\$12,448

*Note - Eligibility must be check when using DEMO or any other Federal funds in-lieu of the Local match.

Figure 3-6: Toll Credit Example

EXHIBIT 3-G FEDERAL PROJECT LOG SHEET

(For District use only)

TO: _____

Dist, Co, Rte, Agency: _____

HQ Area Engineer
Department of Transportation
Division of Local Assistance - MS 1
1120 N Street Sacramento, CA 95814

Fed. Aid Project No: _____

Advantage ID Number: _____

Date: _____

From: _____, DLAE, District No: _____ Signature: _____

By signing this form the DLAE (or designee) CERTIFIES that a complete and accurate package resides in the District files, has been reviewed, and meets the requirements for obligation of funds in accordance with the LAPM.

UNLESS ADDITIONAL ITEMS ARE REQUESTED BY HQ, PLEASE SUBMIT ONLY THE APPLICABLE DOCUMENTS LISTED BELOW. INCOMPLETE AUTHORIZATION/ADJUSTMENT PACKAGES WILL BE RETURNED TO THE DISTRICT.

	PE		R/W-UTILITY		CON & CE		NI		FTA TRANSFER	PROJECT COMPLETION
	Auth	Cost Adj	Auth	Cost Adj	Auth	Cost Adj	Auth	Cost Adj		
E-76/FADS Submittal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
FTIP/FSTIP Sheet:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Specific Program Sheets: Include applicable funding program sheets (e.g –Bridge database, approved HSIP list, ATP database/list, EPSP, Documentation , etc). For projects programmed in a lump sum listing in the FTIP, provide a copy of the lump sum documentation as well as back-up listing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Finance Letter (LAPM Ex. 3-O & LP2000)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Approved NEPA document and Re-Validation			<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			
RFA Data Sheets (LAPM Ex. 3-E) Include with Construction Requests if utilities are to be relocated			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
R/W Certification (LAPM Ex. 13-A or 13-B)					<input type="checkbox"/>					
FHWA Specific Authorization to Relocate Utilities (LAPM Ex. 14-C)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Preliminary Estimate (LAPM Ex. 12-A)					<input type="checkbox"/>					
Non-Infrastructure Work Plan (LAPM Ex. 3-R)							<input type="checkbox"/>	<input type="checkbox"/>		
Detail Estimate (LAPM Ex. 15-M)						<input type="checkbox"/>				
Emissions Benefits Calculation (CMAQ only) Send Emission Benefits Calculation if not already included in the FTIP documentation.	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			
Request for CSRA (LAPM Ex. 3-H): Request for Capital Subvention Reimbursement Allocation- required ONLY for local projects on State Highway System, administered by Caltrans, and ONLY for Capital phases of work (Utility Relocation, R/W acquisition, and Construction capital).			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
FTA Grant Application: -Copy of Grant application funding information for agencies using Section 5307 and 5336 procedures. - Caltrans Notification Letter (section 5311 & 5310 projects only).									<input type="checkbox"/>	
Public Interest Findings (LAPM Ex. 12-F) Required only for projects with PIF for Buy America or Force Account Work.	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			
Final Report of Expenditures (LAPM Ex. 17-A or 17-H)										<input type="checkbox"/>
Final Inspection Form (LAPM Ex. 17-B or 17-C)										<input type="checkbox"/>

Legend: = Required Document = Required if significantly changed, applicable to project, or not submitted previously

DISTRICT COMMENTS: _____

Distribution: 1. District File 2. HQ Area Engineer

EXHIBIT 3-L LOCAL ASSISTANCE PROJECT PREFIXES**Federal Program Prefixes**

BPMP	Bridge Preventive Maintenance Program
BRLO	Highway Bridge Program (HBP) - Off State Highway System
BRLS	HBP - State Highway System
CML	Congestion Mitigation & Air Quality Improvement Program
ER	Emergency Relief Program
HSIPL	Highway Safety Improvement Program (HSIP)
HRRRL	High Risk Rural Road Eligible Projects in HSIP
NBIL	National Bridge Inventory Local
NBISL	National Bridge Inspection System
SRTSL	Safe Routes to School (Infrastructure or Non-infrastructure; Federal USC Sec. 1404)
STPL	Surface Transportation Program

State Program Prefixes

ATPL	Active Transportation Program
FSPxx	Freeway Service Patrol (S/O)
PPMxx	STIP Funded Planning Programming and Monitoring (S/O)
RPL	STIP Regional Improvement Program (State-only)
RPSTPL	STIP Regional Improvement Program (Federalized)
SR2SL	State Safe Routes to School
SSARPL	Systemic Safety Analysis Report Program

Discretionary Program Prefixes

BDLxx	Bridge Discretionary
BDSLxx	Bridge Discretionary, Seismic
CASBLxx	California Scenic Byways
CBILxx	Coordinated Border Infrastructure
DEMxxL	Appropriations Act Funding
FBDLxx	Ferry Boat Discretionary
FLHLxx	Federal Lands Highways
FTA___	Federal Transit Administration Transfers (___: Fund Program)

FBDxx	Ferry Boat Discretionary
FLHxx	Federal Lands Highways
HPLUL	SAFETEA-LU High Priority
IBRCLxx	Innovative Bridge Research and Construction
IRLxx	Indian Roads
ITSLxx	Intelligent Transportation Systems
LTAPxx	Technical Deployment, local Technical Assistance Program
NCIPL	SAFETEA-LU National Corridors Infrastructure Improvement Program
NCPDLxx	National Corridor Planning and Development
PLHLxx	Public Lands Highways
PRNSL	SAFETEA-LU Projects of Regional and National Significance
RTLxx	Recreational Trails
TCSELxx	Transportation Community and System Preservation, Earmarked
TCSPLxx	Transportation Community and System Preservation, Competitive
TILUL	SAFETEA-LU Transportation Improvement
VPPLxx	Value Pricing Pilot Program

xx – Indicate second year of FFY of allocation (e.g. FY 2004/05 = 05)

Sub-Level Identifier “N” to prefix of projects on the National Highway System

Sub-Level Identifier “NI” to Prefix of Non-Infrastructure Projects

laws have been satisfied for all “No” answers (such as, identify the steps that were taken to determine a “No” response), and (3) specific information for all “Yes” and “To Be Determined” answers (such as, if question #.15 regarding Federally Listed Threatened and Endangered Species is checked “Yes,” identify the specific plant or animal species which was observed or which could potentially occur within the project).

6. LA signs PES Form and sends to DLAE with all supporting documentation
7. DLAE date stamps the PES form on day received and verifies that project is in the RTP and FSTIP, and that the scope of work is consistent with the project description in the FSTIP.
8. DLAE provides a review of the PES form and maps to ensure that the project description matches what is programmed and that the packet is complete and sufficient. If the packet is incomplete, the DLAE returns the packet to the LA or schedules a field review to assist them with completion of the PES form. DLAE invites the district SEP (or designee) and appropriate technical specialists (such as, biologist, hazardous waste coordinator, PQS, and so on forth) to the field review. For complex projects, the DLAE may also want to invite the HQ EC or the Local Assistance NEPA Assignment coordinator.
9. District SEP (or designee) requests the district PQS review the PES form and maps, and conduct Section 106 Screening. The district biologist reviews the PES form, maps and results of general reconnaissance surveys, and makes a “Finding of No Effect,” if applicable. District SEP identifies which district PQS, biologist, and other technical specialist will assist with reviewing the PES form.
10. District PQS reviews PES form, screens project under Section 106, completes questions #35 & #36 in Section A, and Sections B, C, D, indicates results of screening in Section G, signs the PES form and returns the signed PES form to the district SEP (or designee).
11. If the district SEP concurs with the recommended NEPA Class of Action and the recommended required technical studies, the district SEP signs the PES form.

6.6 STEP-BY-STEP PROCEDURES –CATEGORICAL EXCLUSION WITH NO TECHNICAL STUDIES

Are further technical studies required? If “Yes,” “GO TO STEP # 17. If “No,” GOTO STEP #12

12. The district SEP (or designee) completes the CE Checklist ([LAPM Exhibit 6-E](#)) and CE form ([LAPM, Exhibit 6-F](#)) and for [23 U.S.C. §326](#) CEs, ensures Caltrans makes the project–level conformity determination consistent with the guidance provided in Chapter 38 of the SER.

Note: Clarifying guidance and additional constraints, which must be considered when determining the applicability of 23 CFR 771.1117 (c)(26), (c)(27) and (c)(28) on the CE Checklist, are provided in DEA’s Fact Sheet for the New Categorical Exclusion (CEs) under 23 CFR 771.117(c), CEs Moved FROM the “d list” TO the “c list”. (Effective November 5, 2014)

Does project meet the criteria for a CE? If “Yes,” “GO TO STEP # 13. If “No,” GO TO STEP #17

13. District SEP signs the CE form.
14. District SEP (or designee) forwards the signed PES form and signed CE form to the DLAE, and updates LP2000 as follows: On Project Environmental Milestones Screen: (1) enter date completed PES form was received by the DLAE and use comments field to note: a) if the LA submitted a complete and sufficient PES form

Exhibit 6-E Categorical Exclusion Checklist

Dist/Co/Rte/PM:	Fed. Aid No. (Local Project):	EA/Project No.:
SECTION A: TYPE OF CE: Use the information in this section to determine the applicable CE and corresponding activity for this project.		
<p>1. Project is a CE under CE Assignment 23 USC 326. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If "yes", check applicable activity in one of the three tables below (activity must be listed in 23 CFR 771.117 (c) or (d) list or included in activities listed in Appendix A of the CE Assignment MOU to be eligible for 23 USC 326).</i></p>		
Activity Listed in 23 CFR 771.117(c)		
1 <input type="checkbox"/>	Activities which do not involve or lead directly to construction such as planning and research activities; grants for training; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed; and Federal-aid system revisions which establish classes of highways on the Federal-aid highway system.	
2 <input type="checkbox"/>	Approval of utility installations along or across a transportation facility.	
3 <input type="checkbox"/>	Construction of bicycle and pedestrian lanes, paths, and facilities.	
4 <input type="checkbox"/>	Activities included in the State's <i>highway safety plan</i> under 23 U.S.C 402 .	
5 <input type="checkbox"/>	Transfer of Federal lands pursuant to 23 U.S.C 107(d) and/or 23 U.S.C 317 when the land transfer is in support of an action that is not otherwise subject to FHWA review under NEPA.	
6 <input type="checkbox"/>	The installation of noise barriers or alterations to existing publicly owned buildings to provide for noise reduction.	
7 <input type="checkbox"/>	Landscaping.	
8 <input type="checkbox"/>	Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where on substantial land acquisition or traffic disruption will occur.	
9 ¹	<p>The following actions for transportation facilities damaged by an incident resulting in an emergency declared by the Governor of the State and concurred in by the Secretary, or a disaster or emergency declared by the President pursuant to the Robert T. Stafford Act (42 U.S.C 5121):²</p> <p><input type="checkbox"/> (i) Emergency repairs under 23 U.S.C 125;</p> <p><input type="checkbox"/> (ii) The repair, reconstruction, restoration, retrofitting, or replacement of any road, highway, bridge, tunnel, or transit facility (such as a ferry dock or bus transfer station), including ancillary transportation facilities (such as pedestrian/bicycle paths and bike lanes), that is in operation or under construction when damaged and the action:</p> <p><input type="checkbox"/> (A) Occurs within the existing right-of-way and in a manner that substantially conforms to the preexisting design, function, and location as the original (which may include upgrades to meet existing codes and standards as well as upgrades warranted to address conditions that have changed since the original construction); and</p> <p><input type="checkbox"/> (B) Is commenced within a 2-year period beginning on the date of the declaration.</p>	
10 <input type="checkbox"/>	Acquisition of scenic easements.	
11 <input type="checkbox"/>	Determination of payback under 23 U.S.C 156 for property previously acquired with Federal-aid participation.	
12 <input type="checkbox"/>	Improvements to existing rest areas and truck weigh stations.	
13 <input type="checkbox"/>	Ridesharing activities.	
14 <input type="checkbox"/>	Bus and rail car rehabilitation.	
15 <input type="checkbox"/>	Alterations to facilities or vehicles in order to make them accessible for elderly and handicapped persons.	

16 <input type="checkbox"/>	Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.
17 <input type="checkbox"/>	The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.
18 <input type="checkbox"/>	Track and rail bed maintenance and improvements when carried out within the existing right-of-way.
19 <input type="checkbox"/>	Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

¹On the CE form, distinguish between c9i or c9ii

²Include copy of the emergency declaration in the file

Dist/Co/Rte/PM:	Fed. Aid No. (Local Project):	EA/Project No.:
20 <input type="checkbox"/>	Promulgation of rules, regulations, and directives.	
21 <input type="checkbox"/>	Deployment of electronics, photonics, communications, or information processing used singly or in combination, or as components of a fully integrated system, to improve the efficiency or safety of a surface transportation system or to enhance security or passenger convenience. Examples include, but are not limited to, traffic control and detector devices, lane management systems, electronic payment equipment, automatic vehicle locaters, automated passenger counters, computer-aided dispatching systems, radio communications systems, dynamic message signs, and security equipment including surveillance and detection cameras on roadways and in transit facilities and on buses.	
22 ³ <input type="checkbox"/>	Projects, as defined in 23 U.S.C. 101, that would take place entirely within the existing operational right-of-way. Existing operational right-of-way refers to right-of-way that has been disturbed for an existing transportation facility or is maintained for a transportation purpose. This area includes the features associated with the physical footprint of the transportation facility (including the roadway, bridges, interchanges, culverts, drainage, fixed guide ways, ⁴ mitigation areas, etc.) and other areas maintained for transportation purposes such as clear zone, traffic control signage, landscaping, any rest areas with direct access to a controlled access highway, areas maintained for safety and security of a transportation facility, parking facilities with direct access to an existing transportation facility, transit power substations, transit venting structures, and transit maintenance facilities. Portions of the right-of-way that have not been disturbed or that are not maintained for transportation purposes are not in the existing operational right-of-way.” Existing operational right-of-way also does not include areas outside those areas necessary for existing transportation facilities such as uneconomic remnants, excess right-of-way that is secured by a fence to prevent trespassing, <i>or that are acquired and held for a future transportation project</i> . A transportation facility must already exist at the time of the review of the proposed project being considered for the CE. This precludes the acquisition of right-of-way and the subsequent use of this CE to build within that right-of-way.	
23 ⁵ <input type="checkbox"/>	Federally-funded projects: Enter project cost \$ _____ and Federal funds \$ _____ <input type="checkbox"/> (i) That receive less than \$5,179,656.40 of Federal funds; or <input type="checkbox"/> (ii) With a total estimated cost of not more than \$31,077,938.40 and Federal funds comprising less than 15 percent of the total estimated project cost.	
24 <input type="checkbox"/>	Localized geotechnical and other investigation to provide information for preliminary design and for environmental analysis and permitting purposes, such as drilling test bores for soil sampling; archeological investigations for archeology resources assessment or similar survey; and wetland surveys.	
25 <input type="checkbox"/>	Environmental restoration and pollution abatement actions to minimize or mitigate the impacts of any existing transportation facility (including retrofitting and construction of storm water treatment systems to meet Federal and State requirements under sections 401 and 402 of the Federal Water Pollution Control Act (33 U.S.C. 1341; 1342) carried out to address water pollution or environmental degradation.	
26 <input type="checkbox"/>	Modernization of a highway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes (including parking, weaving, turning, and climbing lanes), if the action meets the constraints in paragraph (e) of this section [771.117(e)]. Note: In order to use this CE, certain constraints must be met. Complete Section A, Item 2 below.	

27	<input type="checkbox"/>	Highway safety or traffic operations improvement projects, including the installation of ramp metering control devices and lighting, if the project meets the constraints in paragraph (e) of this section [771.117(e)]. Note: In order to use this CE, certain constraints must be met. Complete Section A, Item 2 below.
28	<input type="checkbox"/>	Bridge rehabilitation, reconstruction, or replacement or the construction of grade separation to replace existing at-grade railroad crossings, if the actions meet the constraints in paragraph (e) of this section [771.117(e)]. Note: In order to use this CE, certain constraints must be met. Complete Section A, Item 2 below.
29	<input type="checkbox"/>	Purchase, construction, replacement, or rehabilitation of ferry vessels (including improvements to ferry vessel safety, navigation, and security systems) that would not require a change in the function of the ferry terminals and can be accommodated by existing facilities or by new facilities which themselves are within a CE.
30	<input type="checkbox"/>	Rehabilitation or reconstruction of existing ferry facilities that occupy substantially the same geographic footprint, do not result in a change in their functional use, and do not result in a substantial increase in the existing facility's capacity. Example actions include work on pedestrian and vehicle transfer structures and associated utilities, buildings, and terminals.
Activity Listed in Examples in 23 CFR 771.117(d)		
1		<i>Reserved.</i>
2		<i>Reserved.</i>
3		<i>Reserved.</i>
4	<input type="checkbox"/>	Transportation corridor fringe parking facilities.

³ In the CE form, identify in the project description that all work is within operation right-of-way.

⁴ "Fixed Guide way" means a public transportation facility using and occupying a separate right-of-way for the exclusive use of public transportation such as rail, a fixed catenary system (light rail, trolley, etc.) passenger ferry system, or for a bus rapid transit system.

⁵ On the CE form, distinguish between c23i or c23ii.

Dist/Co/Rte/PM:		Fed. Aid No. (Local Project):	EA/Project No.:
5	<input type="checkbox"/>	Construction of new truck weigh stations or rest areas.	
6	<input type="checkbox"/>	Approvals for disposal of excess right-of-way or for joint or limited use of right-of-way, where the proposed use does not have significant adverse impacts.	
7	<input type="checkbox"/>	Approvals for changes in access control.	
8	<input type="checkbox"/>	Construction of new bus storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle anticipated bus and support vehicle traffic.	
9	<input type="checkbox"/>	Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where only minor amounts of additional land are required and there is not a substantial increase in the number of users.	
10	<input type="checkbox"/>	Construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks and related street improvements) when located in a commercial area or other high activity center in which there is adequate street capacity for projected bus traffic.	
11	<input type="checkbox"/>	Construction of rail storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and where there is no significant noise impact on the surrounding community.	
12	<input type="checkbox"/>	<p>Acquisition of land for hardship or protective purposes. Hardship and protective buying will be permitted only for a particular parcel or a limited number of parcels. These types of land acquisition qualify for a CE only where the acquisition will not limit the evaluation of alternatives, including shifts in alignment for planned construction projects, which may be required in the NEPA process. No project development on such land may proceed until the NEPA process has been completed.</p> <p>(i) Hardship acquisition is early acquisition of property by the applicant at the property owner's request to alleviate particular hardship to the owner, in contrast to others, because of an inability to sell his property. This is justified when the property owner can document on the basis of health, safety or financial reasons that remaining in the property poses an undue hardship compared to others.</p>	

	(ii) Protective acquisition is done to prevent imminent development of a parcel which may be needed for a proposed transportation corridor or site. Documentation must clearly demonstrate that development of the land would preclude future transportation use and that such development is imminent. Advance acquisition is not permitted for the sole purpose of reducing the cost of property for a proposed project
13 <input type="checkbox"/>	Actions described in paragraphs (c)(26), (c)(27), and (c)(28) of this section that do not meet the constraints in paragraph (e) of this section.
Activity Listed in Appendix A of the CE Assignment MOU for State Assumption of Responsibilities for Categorical Exclusions	
1 <input type="checkbox"/>	Construction, modification, or repair of storm water treatment devices (e.g., detention basins, bios wales, media filters, infiltration basins), protection measures such as slope stabilization and other erosion control measures throughout California.
2 <input type="checkbox"/>	Replacement, modification, or repair of culverts or other drainage facilities.
3 <input type="checkbox"/>	Projects undertaken to assure the creation, maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife (e.g., revegetation of disturbed areas with native plant species; stream or river bank revegetation; construction of new, or maintenances of existing fish passage conveyances or structures; restoration or creation of wetlands).
4 <input type="checkbox"/>	Routine repair of facilities due to storm damage, including permanent repair, to return the facility to operational condition that meets current standards of design and public health and safety without expanding capacity (e.g., slide repairs, construction or repair of retaining walls).
5 <input type="checkbox"/>	Routine seismic retrofit of facilities to meet current seismic standards and public health and safety standards without expansion of capacity.
6 <input type="checkbox"/>	Air space leases that are subject to Subpart D, Part 710, title 23, Code of Federal Regulations.
7 <input type="checkbox"/>	Drilling of test bores/soil sampling to provide information for preliminary design and for environmental analyses and permitting purposes.

Dist/Co/Rte/PM:	Fed. Aid No. (Local Project):	EA/Project No.:
<p>2. This section must be completed in order to use a CE under 23 CFR 771.117(c)(26), (c)(27), or (c)(28). ONLY FILL OUT THIS SECTION IF YOU ARE USING A CE UNDER 23 CFR 771.117(c)(26), (c)(27), or (c)(28). If any of the answers are "Yes" the action MAY NOT be processed under 23 CFR 771.117(c)(26), (c)(27), or (c)(28), however, the project may qualify for a CE under 23 CFR 771.117(d)(13). These constraints are found in 23 CFR 771.117(e).</p> <p>Does the action include any of the following?</p> <p>A. <input type="checkbox"/> Yes <input type="checkbox"/> No: • An acquisition of more than a minor amount of right-of-way or that would result in any residential or nonresidential displacements</p> <p>B. <input type="checkbox"/> Yes <input type="checkbox"/> No: • A bridge permit from the U.S. Coast Guard; OR • An action that does not meet the terms and conditions of a U.S. Army Corps of Engineers nationwide or general permit under section 404 of the Clean Water Act (i.e., does the project require a Standard 404 permit [Individual Permit or Letter of Permission]?) AND/OR • A permit required under Section 10 of the Rivers and Harbors Act of 1899</p> <p>C. <input type="checkbox"/> Yes <input type="checkbox"/> No: • A finding of "adverse effect" to historic properties under the National Historic Preservation Act; OR • The use of a resource protected under 23 U.S.C. 138 or 49 U.S.C. 303 (section 4(f)) except for actions resulting in <i>de minimis</i> impacts; OR • A finding of "may affect, likely to adversely affect" threatened or endangered species or</p> <p>D. <input type="checkbox"/> Yes <input type="checkbox"/> No: • Construction of temporary access, or the closure of existing road, bridge, or ramps, that would result in major traffic disruptions</p> <p>E. <input type="checkbox"/> Yes <input type="checkbox"/> No: • Changes in access control</p> <p>F. <input type="checkbox"/> Yes <input type="checkbox"/> No: • A floodplain encroachment other than functionally dependent uses (e.g., bridges, wetlands) or actions that facilitate open space use (e.g., recreational trails, bicycle and pedestrian paths); OR • Construction activities in, across, or adjacent to a river component designated or proposed for inclusion in the National System of Wild and Scenic Rivers</p>		

3. Project is a CE for a highway project under NEPA Assignment 23 USC 327. Yes No
(Use only if project does not qualify under CE Assignment 23 USC 326 [activities not included in three previous lists above].)

4. Independent Utility and Logical Termini

- The project complies with NEPA requirements related to connected actions and segmentation (i.e. the project must have independent utility, connect logical termini when applicable, be usable and be a reasonable expenditure even if no additional transportation improvements in the area are made and not restrict further consideration of alternatives for other reasonably foreseeable transportation improvements). (FHWA Final Rule, "Background," *Federal Register* Vol. 79, No. 8, January 13, 2014.)

5. Categorical Exclusions Defined (23 CFR 771.117[a]).

FHWA regulation 23 CFR 771.117(a) defines categorical exclusions as actions which:

- do not induce significant impacts to planned growth or land use for the area;
- do not require the relocation of significant numbers of people;
- do not have a significant impact on any natural, cultural, recreational, historic or other resources;
- do not involve significant air, noise, or water quality impacts;
- do not have significant impacts on travel patterns; or do not otherwise, either individually or cumulatively, have any significant environmental impacts.

Checking this box certifies that project meets the above definition for a Categorical Exclusion.

6. Exceptions to Categorical Exclusions/Unusual Circumstances (23 CFR 771.117[b]).

FHWA regulation 23 CFR 771.117(b) provides that any action which normally would be classified as a CE but could involve *unusual circumstances* requires the Department to conduct appropriate environmental studies to determine if the CE classification is proper. Unusual circumstances include actions that involve:

- Significant environmental impacts;
- Substantial controversy on environmental grounds;
- Significant impact on properties protected by section 4(f) of the DOT Act or section 106 of the National Historic Preservation Act; or
- Inconsistencies with any Federal, State, or local law, requirement or administrative determination relating to the environmental aspects of the action.

All of the above unusual circumstances have been considered in conjunction with this project.

(Please select one.)

- Checking this box certifies that **none of the above conditions apply** and that the project qualifies for a Categorical Exclusion.
- Checking this box certifies that unusual circumstances **are involved**. However, the appropriate studies/analysis have been completed, and it has been determined that the CE classification is still appropriate.

SECTION B: Compliance with FHWA NEPA policy to complete all other applicable environmental requirements⁶ prior to making the NEPA determination:

During the environmental review process for which this CE was prepared, all applicable environmental requirements were evaluated. Outcomes for the following requirements are identified below and fully documented in the project file. [NOTE: EVERY SECTION BELOW MUST BE COMPLETED, DO NOT SKIP ANY SECTIONS.]

FSTIP

The project description on the Categorical Exemption/Categorical Exclusion Form matches the project description in the FSTIP and RTP, and the appropriate page of the FSTIP is in the project file.

Air Quality

[Air Quality Conformity Findings Checklist](#) has been completed and project meets all applicable AQ requirements.

For 23 USC 326 projects which require an air quality conformity determination (this will apply to certain projects under 23 CFR 771.117(c)(22) (c)(23), (c)26, (c)(27), and (c)(28)), list the date of the Caltrans conformity determination: _____

For 23 USC 327 projects, list date of FHWA concurrence on conformity determination: _____

Cultural Resources

Section 106 compliance is complete. Select appropriate finding:

Screened Undertaking No Historic Properties Affected No Adverse Effect with Standard Conditions

No Adverse Effect without Standard Conditions Adverse Effect/MOA

Noise

23 CFR 772

Is this a Type 1 project? Yes No (skip this section)

Future noise levels with project either approach or exceed NAC or result in a substantial increase.

If yes, Abatement is reasonable and feasible Abatement is not reasonable or feasible

Waters, Wetlands

- Section 404 of the Clean Water Act
Impacts to Waters of the U.S.: Yes No
If yes, approval anticipated:
 Nationwide Permit Individual Permit Regional General Permit Letter of Permission
- Wetland Protection (Executive Order #11990)
 No Wetland Impact
 Permanent Wetland Impact; Only Practicable Alternative Finding is included in a separate document in the project file
- Section 401 of the Clean Water Act
 Exemption Certification

Floodplains

Floodplains (Executive Order #11988)

No Floodplain Encroachment No Significant Encroachment Significant Encroachment

Coastal Zone

Coastal Zone Management Act of 1972

Not in Coastal Zone Qualifies for Exemptions Qualifies for Waiver Coastal Permit Required

Consistent with Federal State and Local Coastal Plans Federal Consistency

⁶ Please consult the SER for a complete list of applicable laws, statutes, regulations, and executive orders that must be considered before completing the CE.

Biology	
<ul style="list-style-type: none"> • USFWS <ul style="list-style-type: none"> <input type="checkbox"/> No Effect Section 7 (Federal Endangered Species Act) <i>Consultation with USFWS Findings (Effect determination):</i> <input type="checkbox"/> Not Likely to Adversely Affect with USFWS Concurrence. Date: _____ <input type="checkbox"/> Likely to Adversely Affect with Biological Opinion Date: _____ • NOAA Fisheries <ul style="list-style-type: none"> <input type="checkbox"/> No Effect Section 7 (Federal Endangered Species Act) <i>Consultation with NOAA Fisheries Findings (Effect determination):</i> <input type="checkbox"/> Not Likely to Adversely Affect with NOAA Fisheries Concurrence. Date: _____ <input type="checkbox"/> Likely to Adversely Affect with Biological Opinion Date: _____ • Essential Fish Habitat (Magnuson-Stevens Act) Findings (Effect determination): <ul style="list-style-type: none"> <input type="checkbox"/> Magnuson-Stevens Fishery Conservation and Management Act does not apply <input type="checkbox"/> No Adverse Effect <input type="checkbox"/> Adverse Effect and consultation with NOAA Fisheries 	
Section 4(f) Transportation Act (23 CFR 774)	
<p>Section 4(f) regulation was considered as a part of the review for this project and a determination was made:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Section 4(f) does not apply <i>(Project file includes documentation that property is not a Section 4(f) property, that project does not use a Section 4(f) property, or that the project meets the criteria for the temporary occupancy exception.)</i> <input type="checkbox"/> Section 4(f) applies <ul style="list-style-type: none"> <input type="checkbox"/> De Minimis <input type="checkbox"/> Programmatic: Type _____ (List one of the five appropriate categories as defined in 23 CFR 774.3) <input type="checkbox"/> Individual <input type="checkbox"/> Legal Sufficiency Review complete <input type="checkbox"/> HQ Coordinator Review Complete 	
Section 6(f) – Properties Acquired with Land and Water Conservation Fund grants	
<p>Was the above property purchased with grant funds from the Land and Water Conservation Fund?</p> <ul style="list-style-type: none"> <input type="checkbox"/> No, Section 6(f) does not apply. No additional documentation required. <input type="checkbox"/> Yes <input type="checkbox"/> Documentation of approval from National Park Service Director (through California State Parks) has been received for the conversion/and replacement of 6(f) property. 	
Coast Guard – Bridge Over Navigable Waters of the U.S.	
<ul style="list-style-type: none"> <input type="checkbox"/> Not applicable <input type="checkbox"/> 23 USC 144(c) USCG Bridge Permit Exception <input type="checkbox"/> 33 CFR 115.70 Advance Approval <input type="checkbox"/> USCG Bridge Permit 	
Relocation and Right of Way	
<ul style="list-style-type: none"> <input type="checkbox"/> No Relocations <input type="checkbox"/> Project involves _____ (#) relocations and will follow the provisions of the Uniform <input type="checkbox"/> Relocation Act. No right of way acquisitions or easements. <input type="checkbox"/> Project involves _____ (#) acquisitions and _____ (#) easements. 	
SECTION C: Certification	
<p>Based on the information obtained during environmental review process and included in this checklist, the project is determined to be a Categorical Exclusion pursuant to the National Environmental Policy Act and is in compliance with all other applicable environmental laws, regulations, and Executive Orders.</p>	
Prepared by (print name):	
Title:	
Signature:	Date:

Categorical Exemption/Categorical Exclusions Determination Form

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

Dist/Co/Rte. (or Local Agency)	P.M./P.M	EA/Project No.:	Federal-Aid Project No. (Local Agency) Project No.

Continued from page 1:

EXHIBIT 12-D PS&E CHECKLIST

Agency _____ Federal Project No. _____

This form is to be completed by the local agency and attached to the PS&E Certification. See Exhibit 12-E for instructions and the referenced attachments.

I. HIGHWAY SYSTEM AND FUNCTIONAL CLASSIFICATION (Check applicable box)

A. National Highway System

- On the National Highway System (NHS) Off the NHS

B. Functional Classification (Check as many as appropriate)

On the Federal-aid System

Off the Federal-aid System

- | | |
|---|--|
| <input type="checkbox"/> Principal Arterial - Fwy or Exprwy | <input type="checkbox"/> Rural Minor Collector |
| <input type="checkbox"/> Other Principal Arterial | <input type="checkbox"/> Local |
| <input type="checkbox"/> Minor Arterial | |
| <input type="checkbox"/> Major Collector | |
| <input type="checkbox"/> Urban Minor Collector | |

II. PROJECT SCOPE OF WORK (Check applicable box)

- PS&E is consistent with the scope of work identified in a scoping document or application.
- PS&E is consistent with the scope of work that was revised during a later phase of development and appropriate approvals were obtained.

III. TYPE OF CONSTRUCTION (Check applicable box)

- New or Reconstruction
- Resurfacing, Restoration and Rehabilitation (3R)
- Preventive Maintenance

IV. METHOD OF CONSTRUCTION

A. Contracting Method (Check appropriate box)

- Competitive bidding
- Other than competitive bidding. (If the contracting method is other than competitive bidding, check the appropriate box below).
- The project is “Delegated” (subject to minimal FHWA oversight). A Public Interest Finding has been submitted to the DLAE for approval and filed in the contract records justifying the method.
- The project is “High Profile” (subject to a higher degree of FHWA oversight). A Public Interest Finding justifying the method has been submitted and approved by Caltrans and FHWA.

B. Force Account (Day Labor) (Check appropriate box)

- The entire work will be constructed by contract as indicated above.
- Some work (incidental to the main purpose of the project) will be constructed by Force Account.

- A Public Interest Finding approved by the DLAE is on file in the contract records justifying the work.
- The entire project will be constructed by Force Account (Day Labor). (If the entire project will be constructed by Force Account check the appropriate box below).
- The project is "Delegated" (subject to minimal FHWA oversight). A Public Interest Finding has been submitted to the DLAE for approval and filed in the contract records justifying the method.
- The project is "High Profile" (subject to a higher degree of FHWA oversight). A Public Interest Finding justifying the method has been submitted and approved by Caltrans and FHWA.

V. ENVIRONMENTAL ANALYSIS (Check box if requirement is met)

- The PS&E is fully responsive to the necessary actions called for by the environmental document, permit conditions, and other agreements.

VI. VALUE ENGINEERING ANALYSIS (VA) (NHS projects only - Check appropriate box)

- VA has been performed on this project and a copy of the analysis has been submitted to the DLAE for forwarding to the Caltrans District Value Analysis Coordinator.
- The project is not a bridge project. VA has not been performed as the estimated total project cost is <\$50 million.
- The project is a bridge project. VA has not been performed as the total project cost is <\$40 million.

VII. GEOMETRIC DESIGN STANDARDS (Complete this section only if project changes existing geometrics)

- Current Caltrans Design Standards (on State Highway System)
- FHWA-adopted AASHTO Standards (Green Book)
- 3R Projects – Exhibit 11-A Geometric Design Standards for Local 3R Projects
- Local Agency Design Standards (non NHS only) approved Date:

VIII. BRIDGE DESIGN PROCEDURES

- All bridges have been designed in accordance with the current edition of the Caltrans Bridge Design Specifications Manual and the latest California Amendments to the AASHTO LRFD Bridge Design Specifications
- Not applicable (Bridge construction not included in the project).

IX. STANDARD PLANS

- Current Caltrans *Standard Plans*
- Standard Plans for Public Works Construction*
- Local Approved Standard Plans:

_____ Date signed (on behalf of the local agency) by a person in responsible charge and who is a registered professional engineer licensed to practice in the State of California.

X. PROJECT PLANS AND SPECIFICATIONS

- Cover sheet of plans and specifications signed and stamped on behalf of the local agency by the person in responsible charge, and who is a registered professional engineer licensed to practice in the State of California.
- Traffic Control Plans or reference to Standard Plan and Signs/Striping Plans included. (Note: Additionally, Traffic Management Plans are required to be on file for all reconstruction, rehabilitation, and other projects [including projects on the State Highway System not funded by the State], if significant traffic delays are anticipated and as a result from project activities).
- Erosion Control Plan.
- Americans with Disabilities Act (ADA) is being fully complied with including *Federal ADA Standards for Accessible Guidelines for Buildings and Facilities* (ADAAG), Title 24 of the California Code of Regulations and local codes.

XI. STANDARD SPECIFICATIONS USED

- Current Caltrans *Standard Specifications and Standard Special Provisions*
- Standard Specifications for Public Works Construction (Green Book)*
- Locally Approved Standard Specifications

XII. FEDERAL REQUIREMENTS

PAGE NO.*

A. Required Federal Contract Provisions (refer to Exhibit 12-G *Required Federal-aid Contract Language*).
**Note – Provide Contract page number. If Current Caltrans Standard Specifications are used, indicate “Caltrans Specs” in space provided.*

- 1. Disadvantaged Business Enterprise** or equivalent provisions are included..... _____
- 2. Bid Opening** or equivalent provisions are included..... _____
- 3. Bid Rigging** or equivalent procedures are included..... _____
- 4. Contract Award** or equivalent procedures are included..... _____
- 5. Contract License** or equivalent provisions are included..... _____
- 6. Changed Conditions** or equivalent provisions are included..... _____
- 7. Beginning of Work, Time of Completion and Liquidated Damages** or equivalent provisions are included..... _____
- 8. Buy America**
 - “Buy America” or equivalent provisions are included..... _____
 - A Buy America Waiver was approved by FHWA on _____, 2013.
- 9. Quality Assurance or equivalent provisions are included** _____
- 10. Prompt Payment of Funds Withheld from Subcontractors or equivalent provisions are included** _____
- 11. FHWA Form 1273 - An unmodified copy of FHWA Form 1273 *Required Contract Provisions Federal-aid Construction Contracts* (1273 Revised May 1, 2012) has been physically incorporated into the executed contract..... _____**
 - All sections of the FHWA Form 1273 apply to this project

- Section IV. Davis-Bacon and related Act Provisions** does not apply because the project is not on the Federal-aid System (roads classified as local roads or rural minor collectors) which are exempted, as specified in the special provision on page.....
- Section VI. Subletting or Assigning the Contract** does not apply since this project is off the NHS, as specified in the special provision on page.....
- 12. Female and Minority Goals or equivalent provisions are included...**
- 13. Federal Trainee Program**
 - Federal Trainee Program or equivalent provisions are included.....
The Trainee goal is _____
 - Federal Trainee goal and special provisions do not apply since the engineer’s estimate is under \$400,000 in each of the work categories specified in LAPM Chapter 12 “Federal Trainee Program” or the project has less than 100 working days.....
- 14. Title VI assurances are included.....**
- 15. Use of United States-Flag Vessels.....**

B. DBE Goal (Refer to Exhibit 12-E *PS&E Instruction Checklist*)

- Local Agency non-zero DBE goal percentage for this contract is: _____
- The DBE goal for this contract is zero percent because there are no subcontracting opportunities for DBE participation. Documentation verifying this determination is attached to this PS&E Checklist and is also on file with the local agency. (Refer to Exhibit 12-E, PS&E Checklist Instructions).
- This contract has no DBE goal because:
 - This is an emergency relief project
 - This contract is “nonprofit”
 - This contract uses Force Account
 - Other, specify: _____

Documentation verifying the above “no DBE goal” determination is attached to the PS&E Checklist and is also on file with the local agency. Refer to Exhibit 12-E *PS&E Checklist Instructions*.

C. Certifications/Disclosures (Refer to Exhibit 12-H *Sample Bid*)

- Equal Employment Opportunity Certification or equivalent
- Noncollusion Affidavit or equivalent.....
- Debarment and Suspension Certification or equivalent
- Nonlobbying Certification for Federal-aid Contracts.....
- Disclosure of Lobbying Activities

D. Other Required Forms (The following forms are applicable with the above required federal requirements (see Exhibit H *Sample Bid*):

- Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* or Equivalent.....
- Exhibit 15-H *DBE Information - Good Faith Efforts* (if DBE Goal not met).....

Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) include data for all subcontractors listed by the prime contractor.....

E. Federal Wage Rates

Federal wage rates are physically incorporated into this contract advertising package _____

Note: By checking the above box, the local agency is indicating that they are aware of the Federal-aid "10-day rule" requirement.

Federal Wage Rates are not physically incorporated in the contract advertising package but are referenced to an Internet web site address on page number _____ of the Special Provisions where the applicable Federal Wage Rates can be found. Revisions to the applicable Federal Wage Rates, up to 10 days before bid opening, shall be identified by the issuance of an addendum with the corresponding Internet web site address of where the revisions can be found. The final contract documents signed by the local agency and the contractor, will physically include the Federal Wage Rates, or Federal Wage Rates as revised by addendums, if any such addendums have been issued.

Federal Wage Rates are not required since this project is not located on a Federal-aid route.

F. Relations with Railroad

The required provisions are included _____

This project does not involve the use of railroad properties or adjustments to railroad facilities.

XIII. RESTRICTED CONTRACT PROVISIONS (CHECK APPROPRIATE BOX)

A. Indian Preferences

Not included

Included. The project is on or near the _____ Indian Reservation.

B. Bonding and Prequalification

Bonding or prequalification, if required, will not be used to restrict competition, prevent submission of a bid by, or prohibit consideration of a bid submitted by any responsible contractor, whether a resident or nonresident of the State of California.

C. Price Adjustment Clauses

Price adjustment clauses are not included.

Price adjustment clauses are included. The federal conditions restricting the use of these clauses have been met and are documented in the project files.

D. Warranty Clauses (Complete this section if project is on the NHS)

Warranty Clauses are not included

Warranty Clauses are included. Documentation of the required conditions on the use of these clauses is in the project files.

- E. Proprietary Items** (When less than three proprietary (brand name) products or processes are called out in the project plans or special provisions, a Public Interest Finding is required. In this case, check the second box below. The terms “or equal” or the term “or approved equal,” does not relieve the agency from this requirement.)

Proprietary Items are not included

Proprietary Items are included. A Public Interest Finding (certification if applicable) justifying the use has been approved and emailed to Proprietary.PIF@dot.ca.gov.

XIV. MATERIALS & EQUIPMENT

- A. Publicly Owned Equipment (for use by Contractor).**

Not included.

Included. A Public Interest Finding justifying this use is in project files and the project specifications meet the requirements for federal participation listed in Chapter 12.

- B. Equipment Purchases for Local Ownership**

Not included.

Included. Amount charged to construction engineering will be limited to amortized equipment cost (over its useful life) attributable to the time the equipment is used on the project.

- C. Convict Produced Materials**

Not included.

Included. The conditions placed on the use of these materials by the contractor meet federal requirements and are included in the contract specifications.

- D. Local Agency Furnished Materials** (Check appropriate box)

Local Agency Furnished Materials are not included.

Local Agency Furnished Materials have been acquired on the basis of competitive bidding.

A Public Interest Finding is on file in the contract records justifying another method of acquisition.

XV. PRELIMINARY ESTIMATE

Exhibit 12-A or equivalent has been completed and is attached.

The estimate is broken down into items sufficient in detail to provide an initial prediction of the financial obligation to be incurred by the local agency, State and FHWA and to permit an effective review and comparison of the bids received.

Non-participating items of work have been identified and segregated from the estimated cost of work eligible for Federal-aid.

The estimate has been segregated by fund types for use in preparing the “Request for Authorization for Construction” (Detail Record) and the Finance Letter.

XVI. Major Projects with Total Cost of \$100 Million to \$500 Million or more

The total cost of this project is Expected to be less than \$100 million. No financial or project management plans are required.

- This Project is expected to be \$100 million or more. A Financial Plan is required and has been prepared and submitted to the DLAE: Approval date : _____
- This project is expected to be \$500 million or more and:
- A Project Management Plan has been prepared and submitted to the DLAE.
Approval Date: _____
- An Annual Financial Plan has been prepared and submitted to the DLAE Approval Date _____

XVII. Local Agency Signature

This Federal Contract Provisions checklist has been prepared in accordance with Chapter 12 *Plans, Specifications & Estimate* of the Local Assistance Procedures Manual.

Signature: _____ Date: _____

Title: _____

XVIII. CALTRANS ACCEPTANCE

Check appropriate acceptance statement:

- I have not personally inspected the subject project PS&E package, but I am aware of the scope of the project. I have reviewed this “PS&E CHECKLIST” and agree it is complete and appears to have been prepared in accordance Chapter 12 “Plans, Specifications & Estimate,” of the *Local Assistance Procedures Manual*.
- I have inspected the specifications portion of the subject project PS&E package and I am aware of the scope of the project. I have reviewed this “PS&E CHECKLIST” and agree it is complete and appears to have been prepared in accordance with Chapter 12 “Plans, Specifications & Estimate,” of the *Local Assistance Procedures Manual*. I have also verified that the indicated Required Federal Contract Provisions are included in the specifications.

Signature: _____ Date: _____

Title: _____

Distribution: 1) Original with PS&E Certification - DLAE
2) Original “Accepted” copy with PS&E Certification - DLAE file
3) One “Accepted” copy to be returned to Local Agency

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EXHIBIT 14-G UTILITY AGREEMENT CLAUSES

Use of these clauses will reduce errors and omissions as well as save preparation, review, and approval time as the clauses have been pre-reviewed and approved by Caltrans, as well as most major Utility Owners. The clauses are numbered for each section of the Utility Agreement. The Local Agency preparing the Utility Agreement will need to select the appropriate clause(s) for each section. Some of the clauses pertain to involvement with State Highway Right of Way; a careful analysis should be made to determine which clauses would be appropriate.

Section I. Work to be Done**I-1. Work Performed by Owner per Owner's Plan:**

“In accordance with Notice to Owner No. _____ dated _____, OWNER shall _____. All work shall be performed substantially in accordance with OWNER's Plan No. ____ dated _____, consisting of _____ sheets, a copy of which is on file in the Office of the LOCAL AGENCY at _____. Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.”

NOTE: Significant changes in previously approved plans and itemized estimates require a revised FHWA Specific Authorization.

I-2. Work Performed by Local Agency's Contractor per Local Agency's Plans:

“In accordance with Notice to Owner No. _____ dated _____, LOCAL AGENCY shall relocate OWNER's _____ as shown on LOCAL AGENCY's contract plans for the improvement of _____, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities.”

NOTE: Whenever liability is determined pursuant to Water Code Sections 7034 or 7035, Standard Clauses I-2, 3 or 4, may be modified by the deletion of the sentence: “Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facility.” (Also Clause V-10 will need to be added to the Utility Agreement.)

I-3. Work Performed by Local Agency's Contractor per Owner's Plan:

"In accordance with Notice to Owner No. _____, dated _____, LOCAL AGENCY shall relocate OWNER's _____ as shown on OWNER's Plan No. _____ dated _____, which plans are included in LOCAL AGENCY's Contract Plans for the improvement of _____ which, by this reference are made a part hereof.

Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's Plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work by LOCAL AGENCY's contractor during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities."

NOTE: See NOTE under Clause I-2.

I-4. Work Performed by Both Owner and Local Agency's Contractor per Owner's Plan:

"In accordance with Notice to Owner No. _____, dated _____, OWNER shall _____. All work shall be performed substantially in accordance with OWNER's Plan No. _____, dated _____, consisting of _____ sheets, a copy of which is on file in the Office of the LOCAL AGENCY at _____."

"Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner."

"It is mutually agreed that the LOCAL AGENCY will include the work of _____ as part of the LOCAL AGENCY's highway construction contract. OWNER shall have access to all phases of the work to be performed by the LOCAL AGENCY for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to LOCAL AGENCY ownership of the replaced facilities."

NOTE: See NOTE under Clause I-2.

Section II. Liability for WorkII-1. Local Agency's Expense - California Streets and Highways Code (S&HC), Section 702 or 703:

"The existing facilities are lawfully maintained in their present location and qualify for relocation at

LOCAL AGENCY's expense under the provisions of Section (702) or (703) of the Streets and Highways Code."

II-2. Local Agency's Expense - S&HC 704:

"This is a second or subsequent relocation of existing facilities within a period of ten years; therefore, relocation is at LOCAL AGENCY's expense under the provisions of Section 704 of the Streets and Highways Code."

II-3. Local Agency's Expense - Superior Rights:

"Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense."

II-4. Local Agency's Expense - Service Line on Private Property:

"The facilities are services installed and maintained on private property required for highway purposes and will be relocated at LOCAL AGENCY's expense."

II-5. Local Agency's Expense - Prescriptive Rights:

"The existing facilities are located in their present position pursuant to prescriptive rights prior and superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense."

II-6. Owner's Expense - Encroachment Permit:

"The existing facilities are located within the LOCAL AGENCY's right of way under permit and will be relocated at OWNER's expense under the provisions of Sections (673) and (680) of the Streets and Highways Code."

II-7. Owner's Expense - Trespass:

"The existing facilities are located within the LOCAL AGENCY's right of way in trespass and will be relocated at OWNER's expense."

II-8. Local Agency or Prorated Expense - Right of Way Contract:

"The existing facilities described in Section I above will be relocated (at LOCAL AGENCY's expense) (at _____% LOCAL AGENCY expense and _____% OWNER expense) as set forth in Right of Way Contract No. _____, dated _____."

II-9. Local Agency or Prorated Expense - Master Agreement:

"The existing facilities described in Section I above will be relocated (at LOCAL AGENCY's expense) (at _____% LOCAL AGENCY's expense and _____% OWNER's expense) in accordance with (Section _____ of the Master Agreement dated _____) (Sections _____ of the Master Agreement dated _____ in accordance with the following proration: _____)."

NOTE: Where liability for portions of the utility facility to be relocated will be based on different sections of the Master Agreement, the equation used to develop the overall percentage

of liability is to be included in the Agreement.

II-10. Prorated Expense - No Master Agreement:

“The existing facilities described in Section I above will be relocated at _____% LOCAL AGENCY’s expense and _____% OWNER’s expense in accordance with the following proration:
_____.”

NOTE: Insert the equation used to develop the overall percentage of liability for the relocation following the word “proration.”

II-11. Liability in Dispute - Deposit is not a Waiver of Rights:

“Ordered work described as _____ is in dispute under Section _____ of the Streets and Highways Code. In signing this AGREEMENT neither LOCAL AGENCY nor OWNER shall diminish their position nor waive any of their rights nor does either party accept liability for the disputed work. LOCAL AGENCY and OWNER reserve the right to have liability resolved by future negotiations or by an action in a court of competent jurisdiction.”

NOTE: The appropriate Payment for Work clause (IV-1, 2, 8 or 9) must also be modified by inclusion of “after final liability determination” and “immediately following 90 days.”

Section III. Performance of Work

III-1. Owner's Forces or Continuing Contractor Performs Work:

“OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.”

III-2. Owner Performs Work by Competitive Bid Process:

“OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.”

III-3. Local Agency's Contractor Performs All or Portion of Work:

“OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.”

III-4. Owner to Hire Consulting Engineer:

“Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, inspection, _____ (delete or add services as established by the Owner's Agreement with the consultant) are to be furnished by the consulting engineering firm of

_____ on a fee basis previously approved by LOCAL AGENCY. Cost principles for determining the reasonableness and allow ability of consultant costs shall be determined in accordance with 48 CFR, Chapter 1, Part 31.”

III-5. Owner and Local Agency's Contractor Performs Work:

“OWNER agrees to perform the herein described work, excepting that work being performed by the LOCAL AGENCY's highway contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.”

III-6. Prevailing Wages Requirements for Contracted Work:

“Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER’s contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.”

Section IV. Payment for Work

IV-1. Owner Operates Under PUC or FCC Rules:

“The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission (PUC) or Federal Communications Commission (FCC), whichever is applicable.”

“It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.”

NOTES:

(1) When a lump sum payment method is to be used, substitute Clause IV-8 or IV-9 as appropriate for Clause IV-1 or IV-2 and IV-3.

(2) See Clause IV-10 for work being done by Local Agency's contractor.

IV-2. Owner Does Not Operate Under PUC or FCC Rules:

“The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.”

“It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any

material or parts salvaged and retained or sold by OWNER.”

NOTES:

- (1) **Section 705 of the S&H Code states that publicly owned sewers on freeways do not need to give credits for accrued depreciation. In these cases the following words “... for all accrued depreciation on the replaced facilities and ...” shall be eliminated from the second paragraph above.**
- (2) **See Clause IV-1 for work done being done by Local Agency's contractor.**

IV-3. For All Owners - Progress/Final Bills:

“Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.”

“The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.”

“The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.”

“In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.”

“Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.”

NOTES:

- (1) **See NOTE under Clause IV-1.**
- (2) **Audit standards of 48 CFR, Part 31 have been accepted as Caltrans standard for all projects.**
- (3) **Under Clause IV-3, regarding the standard 180 days for Owner to submit a final bill, the Local Agency can negotiate a shorter time frame in which the Owner must submit their final bill.**

IV-4. Advance of Funds - Local Agency Liability:

“OWNER, at the present time, does not have sufficient funds available to proceed with the relocation of OWNER's facilities provided for herein. It is estimated that the cost of the work provided for by this Agreement and, as hereinafter set forth, is the sum of \$ _____ LOCAL AGENCY agrees to advance to OWNER the sum of \$ _____ provided hereinabove. Said sum of \$ _____ to apply to the cost of the work to be undertaken as will be deposited by the LOCAL AGENCY with OWNER within 45 days after execution of the Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance.”

“It is further agreed that upon receipt of the monies agreed upon to be advanced by LOCAL AGENCY herein, OWNER will deposit said monies in a separate interest-bearing account or trust fund in State or National Banks in California having the legal custody of said monies in accordance with and subject to the applicable provisions of Section 53630, et seq., of the Government Code, and all interest earned by said monies advanced by LOCAL AGENCY and deposited as provided for above shall be credited to LOCAL AGENCY.”

“In the event actual relocation costs as established herein are less than the sum of money advanced by LOCAL AGENCY to OWNER, OWNER hereby agrees to refund to LOCAL AGENCY the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to OWNER, in accordance with the provisions of this Agreement, LOCAL AGENCY will reimburse OWNER said excess costs upon receipt of five (5) copies of an itemized bill as set forth herein.”

NOTE: Generally, advance of funds should not exceed 90% of the Agreement amount due to possible credits for depreciation, salvage, etc. No funds should be advanced to cover owner initiated betterments.

IV-5. Loan of Funds - Owner Liability:

“OWNER recognizes its legal obligation to relocate its facility at its own cost, but at the present time does not have sufficient funds available to proceed with the relocation of OWNER's facilities provided for herein. It is estimated that the cost of the work provided for by this Agreement, and as hereinafter set forth, is the sum of \$ _____ LOCAL AGENCY agrees to advance to OWNER the sum of \$ _____, in accordance with Section 706 of the Streets and Highways Code, to apply to the cost of the work to be undertaken as provided hereinabove. Said sum of \$ _____ will be deposited by the LOCAL AGENCY with OWNER within 45 days after execution of the Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance. It is understood that OWNER shall pay interest upon receipt of said advance. The rate of interest shall be the rate of earnings of the California Surplus Money Investment Fund and computation shall be in accordance with Section 1268.350 of the Code of Civil Procedure.”

IV-6. Agreement for Identified Betterments:

“It is understood that the relocation as herein contemplated includes betterment to OWNER's facilities by reason of increased capacity in the estimated amount of \$ _____ (which represents _____ % of the estimate dated _____). Said _____ % shall be applied to the actual cost of work done) and OWNER shall credit the LOCAL AGENCY for the actual cost of said betterment; all of the accrued depreciation and the salvage value of any materials or parts salvaged and retained by OWNER.”

IV-7. Local Agency Performs Work - Owner Requested Betterments:

“The LOCAL AGENCY shall perform the work under Section I above at no expense to OWNER except as hereinafter provided.”

“It is understood that the relocation as herein contemplated includes betterment to OWNER's facilities by reason of increased capacity in the estimated amount of \$ _____, said amount to be deposited upon demand in the _____ Office of the LOCAL AGENCY prior to the time that the subject freeway/highway contract bid is opened by the LOCAL AGENCY. The final betterment payment shall be calculated based upon the actual quantities installed as determined by the LOCAL AGENCY's engineer and the current cost data as determined from the records of the OWNER. In addition, the OWNER shall credit the LOCAL AGENCY at the time of the final bill for all the accrued depreciation and the salvage value of any material or parts salvaged and retained by the OWNER.”

IV-8. Lump Sum/Flat Sum Billing Agreements (Excluding SBC):

“Upon completion of the work, and within 90 days after receipt of OWNER's bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, LOCAL AGENCY will pay OWNER the lump sum amount of \$ _____. The above lump sum amount has been agreed upon between the LOCAL AGENCY and the OWNER and includes any credits due the LOCAL AGENCY for betterment, depreciation and salvage.”

NOTE: For lump sum amounts in excess of \$25,000, the following clause should be added.

“LOCAL AGENCY and OWNER further agree that for lump sum payments in excess of \$25,000 the LOCAL AGENCY shall have the option of performing an informal audit of OWNER's detailed records from which the billing is compiled. The purpose of LOCAL AGENCY's audit shall be to establish the continued acceptability of using lump sum payments for high cost relocations and shall not in any way affect the amount or acceptability of the lump sum amount herein agreed to. OWNER shall keep supporting detailed records available for LOCAL AGENCY review for a period of one year following OWNER's submittal of final bill.”

IV-9. Lump - Sum/Flat Sum SBC Billing Agreements:

“Upon completion of the potholing and relocation work, and within 90 days after receipt of OWNER's bill in quintuplicate, signed by a responsible official of OWNER's organization, and prepared on OWNER's letterhead; LOCAL AGENCY will pay OWNER the lump sum amount of \$ _____. The above lump sum amount for the physical relocation work has been agreed upon between the LOCAL AGENCY and the OWNER and includes any credits due the LOCAL AGENCY for betterment, depreciation, and salvage.”

“In addition to the amount specified above, the LOCAL AGENCY will pay the OWNER an additional amount of \$ _____ for each pothole location requested by the LOCAL AGENCY in order to determine the location of the OWNER's facilities. It is estimated that _____ pothole locations will be required. The final cost for potholing will be the lump sum amount of \$ _____ per pothole location times the actual number of pothole locations.”

NOTE: For lump sum amounts in excess of \$25,000, the following clause should be added.

“LOCAL AGENCY and OWNER further agree that for lump sum payments in excess of \$25,000 the LOCAL AGENCY shall have the option of performing an informal audit of OWNER's detailed records from which the billing is compiled. The purpose of LOCAL AGENCY's audit shall be to

establish the continued acceptability of using lump sum payments for high cost relocations and shall not in any way affect the amount or acceptability of the lump sum amount herein agreed to. OWNER shall keep supporting detailed records available for LOCAL AGENCY review for a period of one year following OWNER's submittal of final bill."

IV-10. Local Agency's Contractor Performs Portion of Work-Owner Liability:

NOTE: Insert the following Clause after Clause IV-1 or IV-2.

"The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$ _____."

"In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein."

Section V. General Conditions

V-1. Local Agency Liable for Review and Design Costs, and Project Cancellation Procedure Clause:

"All costs accrued by OWNER as a result of LOCAL AGENCY's request of ___(date)___ to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement."

"If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement."

V-2. For All Owners - Notice of Completion:

"OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein."

V-3. Owner to Acquire New Rights of Way:

"Total consideration for rights of way to be acquired by OWNER for this relocation shall not exceed (e.g. \$2,500) unless prior approval is given by the LOCAL AGENCY. Said property shall be appraised and acquired in accordance with lawful acquisition procedures."

NOTE: A reasonable easement cost limitation should be stated to preclude excessive acquisition cost.

V-4. Local Agency to Provide New Rights of Way Over State Lands:

"Such Easement Deeds as deemed necessary by the LOCAL AGENCY will be delivered to OWNER conveying new rights of way for portions of the facilities relocated under this Agreement over

available LOCAL AGENCY owned property outside the limits of the highway right of way.”

“LOCAL AGENCY's liability for the new rights of way will be at the proration shown for the relocation work involved under this Agreement.”

NOTE: New rights of way means a right of way described in the same language as found in the OWNER's document by which it acquired, or held, its original right of way.

V-5. Local Agency to Provide New Rights of Way Over Private Lands:

“LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.”

NOTE: New rights of way means a right of way described in the same language as found in the OWNER's document by which it acquired, or held, its original right of way. In those cases where the OWNER requests acquisition be made in their name, it will be permissible to negotiate or condemn in their name; provided the OWNER has the power to condemn and the Local Agency has OWNER's consent for condemnation on OWNER's behalf. The above paragraph should be revised accordingly.

V-6. Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA) to be issued:

“Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on LOCAL AGENCY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.”

V-7. Master Agreement Specifies Equal Replacement Rights:

“Upon completion of the work to be done by LOCAL AGENCY in accordance with the above-mentioned plans and specifications, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location.

V-8. Federal Aid Clause - No Master Contract:

“It is understood that said highway is a federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.”

V-8a. Federal Aid Clause - No Master Contract and NEPA document on project:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.”

“In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.”

V-9. Federal Aid Clause - Master Contract:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the State and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the FHWA, shall govern in lieu of the requirements of said 23 CFR Part 645.”

NOTE: The FHWA allows liability to be determined in accordance with the terms of Master Agreements in lieu of otherwise applicable S&H Code sections.

V-9a. Federal Aid Clause - Master Contract and NEPA document on project:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1 Part 645 is hereby incorporated into this Agreement by reference: provided, however, that the provisions of any agreements entered into between the State and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the FHWA, shall govern in lieu of the requirements of said 23 CFR 645.

“In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in MAP-21, section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.”

V-10. Facilities Replaced per Liability Determination Under Water Code Sections 7034 & 7035:

“In as much as Water Code Sections (7034) and (7035) require LOCAL AGENCY to be responsible for the structural maintenance of the conduit portion of OWNER's facilities, which transports water under the highway at Engineer's Station, _____, LOCAL AGENCY will repair or replace the conduit portion of OWNER's facilities, which lies within the LOCAL AGENCY highway right of way when such becomes necessary unless such repair or replacement is made necessary by negligent or wrongful acts of the OWNER, its agents, contractors or employees; provided that the OWNER shall keep the conduit clean and free from obstruction, debris, and other substances so as to ensure the free passage of water in said conduit. In no event shall LOCAL AGENCY be liable for any betterment, change, or alteration in said facility made by or at the request of the OWNER for its benefit.”

NOTE: See NOTE under Clause I-2 and Section 13.11.05.01 of the ROW Manual.

V-11a. Utility Owner Self Certification Method:

“Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.”

NOTE:

- i. Utility Owner will source materials that comply with BA requirements.**
- ii. Utility Owner will certify compliance via a contract provision in the Utility Agreement above.**
- iii. Utility Owner will not be required to provide copies of supplier certifications or other utility owner-signed certifications as part of this Agreement or with the final invoice.**

V-11b. Vendor/Manufacturer Certification Method:

“Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).”

“All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to Caltrans or FHWA upon request.”

“One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.”

V-12. Utility Agreement not subject to BA:

“State represents and warrants that this Utility Agreement is not subject to 23 CFR 635.510, the BA provisions.”

EXHIBIT 14-I LOCAL AGENCY/UTILITY OWNER SPECIAL AGREEMENT

Date: _____
_____ - _____ - _____ PM _____ / _____
Project Number: _____
Federal Aid No.: _____

LOCAL AGENCY/UTILITY OWNER SPECIAL AGREEMENT NO. _____

The (Name of local agency) proposes to (project description) _____ on _____ Street, in
_____ City/Town, _____ County, California.

And: Local Agency is the Utility Owner of said utility facilities

(Name of Local Agency/Utility Owner) Hereinafter called "Local Agency/Utility Owner" owns and maintains (impacted facilities) facilities; within the limits of the LOCAL AGENCY's project that requires relocation and/or adjustment to accommodate LOCAL AGENCY's project.

WHEREAS, the LOCAL AGENCY has an approved federal aid project; and,

WHEREAS, the Local Agency/Utility Owner, owns and operates utility facilities requiring relocation/adjustment to accommodate LOCAL AGENCY's project; and,

WHEREAS, in accordance with Notice to Owner No. _____ dated _____ LOCAL AGENCY shall relocate/adjust Local Agency/Utility Owner's _____ as shown on LOCAL AGENCY's contract plans for the improvement of, _____ which by this reference are made a part hereof; and,

WHEREAS, the Local Agency/Utility Owner's existing facilities are located in their present position pursuant to superior rights (Implied Secondary Easement), said facilities shall be relocated/adjusted at the LOCAL AGENCY's project expense.

(INSERT APPROPRIATE "BUY AMERICA" AND CERTIFICATION CLAUSES from EXHIBIT 14-G)

NOW, THEREFORE, it is agreed as follows:

1. The LOCAL AGENCY agrees to perform the herein described work using its highway contractor, who will provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion.
2. Pursuant to Public Works Case No. 2001- 059 determination by the California Department of Industrial Relations dated October 25, 2002; work performed by Local Agency's contractor is a public work under the definition of Labor Code section 1720(a) and is therefore subject to prevailing wage requirements. Local agency shall verify compliance with this requirement in the administration of its contract referenced above.

3. The proposed relocation/adjustment of utility facilities to be performed by the highway contractor is approved. Payment for the Utility Relocation/adjustment will be vouchered through the construction program; therefore, the authorization date for this work will be the date that FHWA approves the construction project.

4. The estimated cost to the LOCAL AGENCY is \$ _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, _____.

LOCAL AGENCY

LOCAL AGENCY/UTILITY OWNER

By _____
Name/Title Date

By _____
Name/Title Date

APPROVAL RECOMMENDED

By _____
Utility Coordinator Date

By _____
Utility Coordinator Date

Local grant projects must also meet the requirements of the California Environmental Quality Act (CEQA). The local agency is the lead agency under CEQA and provides CEQA approvals and clearances. Caltrans is only involved in the review of local agency CEQA documents which impact a state route through the Intergovernmental Review (IGR) planning process

23.5 PLANNING, PROGRAMMING, AND MONITORING (PPM) FUNDS

This section provides information for PPM funds. General information for all project types can be found in Sections 23.3 of this chapter.

Section 14527 of the Government Code, and the *CTC STIP Guidelines*, allow the programming of STIP funds by a region for project planning, programming and monitoring activities by the transportation planning agency. Programming of these funds comes from county shares and can be programmed for each year of the STIP. Agencies will receive state-only funding for eligible PPM activities. Caltrans has prepared standard agreements for the distribution of these funds. Each agency receiving PPM funds is required to prepare a PPM work plan to be included as part of the standard agreement. Agencies are required to submit a final report of expenditures within 60 days of completion of the PPM work plan.

Planning agencies shall request allocations and agreements for the upcoming year as they near completion of PPM expenditures for the current year.

23.6 RSTP/CMAQ MATCH RESERVES

This section provides information for match reserves. General information for all project types can be found in Sections 23.3 of this chapter.

The *CTC STIP Guidelines* allow the programming by a region of a reserve of state funds in the STIP to provide matching funds for federal RSTP and CMAQ funds. These state-only funds are programmed from the regions' county shares for each year of the STIP. The reserves of state matching funds are available for any eligible federal RSTP and CMAQ projects that are also permissible under Article XIX of the California Constitution. The state-match amount must also be less than or equal to the required minimum non federal-match of federal participating costs, except when rounded to the nearest thousand.

Caltrans will prepare an allocation document each time match funds are approved for a project and forward copies to the appropriate regional planning agency. Because of the impact that the timely use of funds provisions have on county share balances, copies of allocation approval documentation will be provided to the responsible RTPA. The RTPAs will be responsible for monitoring the allocation of the reserves each year to ensure that all reserves programmed have been allocated before the end of the fiscal year.

23.7 RIDESHARE PROJECTS

This section provides information for rideshare projects. General information for all project types can be found in Sections 23.3 of this chapter.

The *CTC STIP Guidelines* allow the programming of noncapital expenditures for transportation demand management projects that are a cost-effective substitute for capital expenditures.