

AGENDA ITEM NO.

COUNCIL MEETING: 03/01/12

APPROVED BY



DEPARTMENT DIRECTOR

CITY MANAGER

March 1, 2012

FROM: PATRICK N. WIEMILLER, Director
Public Works Department

BY: SCOTT L. MOZIER, PE, City Engineer/Assistant Director
Public Works Department, Traffic and Engineering Services Division



SUBJECT: APPROVE A COST SHARING AGREEMENT IN THE AMOUNT OF \$17,876.82 WITH THE COUNTY OF FRESNO FOR THE INSTALLATION OF A LEFT TURN LANE AT THE INTERSECTION OF NORTH AVENUE AND MAPLE AVENUE (LOCATED IN COUNCIL DISTRICT 5)

RECOMMENDATION

Staff recommends that the City Council approve the cost sharing agreement with the County of Fresno, in substantially the form attached, for the installation of a left turn lane at the intersection of North Avenue and Maple Avenue being designed and constructed by the County of Fresno through a Federal Congestion Mitigation and Air Quality (CMAQ) Grant.

EXECUTIVE SUMMARY

The Congestion Mitigation and Air Quality (CMAQ) program provides funding for local and state governments to support transportation projects and programs that help improve air quality and reduce traffic congestion. The County was awarded \$118,406 of CMAQ funds through the Fresno Council of Governments (Fresno COG) to install a left turn lane in the east bound direction of North Avenue at the intersection of North Avenue and Maple Avenue. The intersection is 75% within the jurisdiction of the County of Fresno and 25% within the jurisdiction of the City of Fresno. The City's adopted budget includes the necessary amount of City matching funds for the joint project. Staff provided a letter of support to the County on the application, as the City and County have historically provided mutual support and cost-sharing agreements to maximize the number of grants in the Fresno area benefiting both City and County residents alike. Staff is recommending the Council approve the cost sharing agreement with the County of Fresno, in substantially the form attached, for the installation of a left turn lane at the intersection of North Avenue and Maple Avenue being designed and constructed by the County of Fresno through a CMAQ Grant.

BACKGROUND

A wide range of transportation projects and programs are eligible for CMAQ funds, including traffic flow improvements, bicycle and pedestrian pathways, and idle reduction technology, among others. The CMAQ program was established under the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, and reauthorized under the Transportation Equity Act for the 21st Century (TEA-2) in 1997. Since its inception, the CMAQ program has provided more than \$13 billion in funding for more than 16,000 projects across the country.

Each year, local agencies compete for CMAQ funds by submitting projects for review and analysis. The application for this left turn traffic lane at the intersection of North Avenue and Maple Avenue submitted by Fresno County and supported by the City of Fresno was approved in 2007 and accepted for grant funding. The ongoing City and County partnership maximizes the number of grants in the Fresno area benefiting both City and County residents alike.

The project will consist of the installation of a left turn traffic lane at the intersection of North Avenue and Maple Avenue.

The total cost of the project was estimated to be \$182,326 in 2007. The CMAQ Program grant will provide funds in the amount of \$118,406 or 65% of the expected total project cost. The City's 25% share of cost of the local match is \$17,876.82. Due to the highly competitive construction bidding this past year, staff considers any potential excess cost for Construction, Construction Engineering, or Preliminary Engineering highly unlikely. If the project experienced a cost overrun, the County would notify the City and staff would in turn need to return to Council to request an appropriation of funds to cover the City's share of the additional project cost. Staff would again emphasize the very low probability of requiring any additional City funds for the design and construction of this County project.

The agreement has been reviewed and approved by the City Attorney's Office as to form.

ENVIRONMENTAL FINDING

The County of Fresno has previously performed an environmental assessment of this project and by its Environmental Review No. 5719, dated February 9, 2007, has determined this project to be within the CEQA Guidelines Section 15301 Categorical Exemption for Existing Facilities and Section 15303 Categorical Exemption for New Construction, form attached.

FISCAL IMPACT

There will be no impact to the general Fund. The City's share of the project's local match is included in the adopted capitol budget for the Public Works Department.

PNW/SLM/DC/CMAQ
Apprv Cost Sharing Agrmt with Fr C o

Attachments: Cost Sharing Agreement with Fresno County
County Project Environmental Review No. ER 5719

1 **AGREEMENT**

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3 THIS AGREEMENT is made and entered into this _____ day of _____,
4 2012, by and between the County of Fresno, a political subdivision of the State of
5 California, hereinafter called "COUNTY," and the City of Fresno, a municipal
6 corporation, hereinafter called "CITY".

7 **RECITALS:**

8 WHEREAS, COUNTY is presently planning a project for improvement of the
9 North Avenue and Maple Avenue Intersection located on the COUNTY-CITY boundary
10 line, which intersection is owned and maintained seventy-five percent by COUNTY and
11 twenty-five percent by CITY; and,

12 WHEREAS, COUNTY and CITY, while maintaining their respective jurisdictions,
13 recognize that it will be of mutual benefit for both COUNTY and CITY to perform the
14 work under a single construction contract (hereinafter referred to as PROJECT); and,

15 WHEREAS Federal funding in the amounts of, \$13,200, \$3,806, and \$101,400 is
16 available for preliminary engineering, right-of-way, and construction, respectively.

17 NOW, THEREFORE, it is mutually agreed as follows:

18 1. The parties hereto agree that COUNTY shall perform and administer
19 PROJECT under a single contract construction contract, with CITY to make certain
20 contributions toward PROJECT, as specified hereinafter;

21 1. Upon the completion of PROJECT, ownership of the intersection shall be
22 shared according to the percentages stated hereinabove.

23 2. COUNTY shall provide preliminary engineering and project Administration
24 (hereinafter referred to as "PE"), which includes but is not limited to the following:

25 a. Environmental oversight to ensure PROJECT complies with the
26 California Environmental Quality Act.

27 b. Contract administration to advertise and award the construction
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1 contract, in accordance with all governing federal, state and local laws, and all
2 requirements of funding agencies, including, without limitation, any applicable prevailing
3 wage and competitive bidding requirements.

4 c. Preparation of plans, specifications and other contract documents,
5 either with its staff or via a consultant retained by COUNTY, necessary for the award
6 of the contract.

7 3. COUNTY shall provide construction engineering services (hereinafter
8 referred to as "CE"), which include but are not limited to the furnishing of all necessary
9 field engineering, construction observation and testing for performance of the contract
10 construction work. CITY may, at its option and expense, provide periodic inspection of
11 work within CITY's jurisdiction being performed by COUNTY.

12 4. It is understood that necessary changes during construction of the
13 PROJECT within City's jurisdiction shall be approved by the Director of Public Works
14 of CITY or his designee (hereinafter called "CITY DIRECTOR") and the Director of
15 Public Works and Planning of COUNTY or his designee (hereinafter referred to as
16 "COUNTY DIRECTOR").

17 5. Prior to advertising and bidding the PROJECT, COUNTY shall provide to
18 CITY, for CITY's review and approval, plans and specifications for PROJECT. The
19 insurance requirements listed in said specifications shall be based upon COUNTY's
20 standard boilerplate therefor, and shall require the construction contractor to name
21 CITY as an "additional insured." During construction and through PROJECT closeout,
22 all progress payments to the construction contractor shall be approved in writing by
23 the CITY DIRECTOR; provided however that an approval e-mail from the CITY
24 DIRECTOR shall be deemed sufficient.

25 6. CITY shall waive all associated fees for permits, plan checks and
26 inspections for PROJECT.

27 7. Additional right-of-way is required for the construction of PROJECT.
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1 Both CITY and COUNTY shall acquire said right-of-way within their respective
2 jurisdictions in accordance with all applicable requirements, including requirements for
3 Federally-funded projects, at their own expense, subject to partial reimbursement
4 therefor as described hereinafter in this Article 7.

5 a. Total funding for right-of-way engineering and acquisition through
6 the CMAQ program is limited to eighty-eight point fifty-three percent (88.53%) of
7 eligible expenses incurred, and shall not exceed three thousand eight hundred six
8 dollars (\$3,806).

9 b. CITY shall be eligible for reimbursement for its acquisition of right
10 of way not to exceed the lesser of one thousand nine hundred three dollars (\$1,903)
11 and eighty-eight point fifty-three percent (88.53%) of eligible expenses incurred,
12 except as otherwise provided in accordance with Paragraph "d" of this Article 7, CITY
13 shall be solely responsible for payment of the required matching funds for its right-of-
14 way and shall also be responsible for payment of its right-of-way expenses in excess
15 of one thousand nine hundred three dollars (\$1,903) or any otherwise applicable
16 amount provided in Paragraph "d" in this Article 7.

17 c. COUNTY shall be eligible for reimbursement for its acquisition of
18 right of way not to exceed the lesser of one thousand, nine hundred and three dollars
19 (\$1,903) and eighty-eight point fifty-three percent (88.53%) of eligible expenses
20 incurred, except as otherwise provided in accordance with Paragraph "d" of this Article
21 7. COUNTY shall be solely responsible for payment of the required matching funds
22 for its right-of-way and shall also be responsible for payment of its right-of-way
23 expenses in excess of one thousand nine hundred three dollars (\$1,903) or any
24 otherwise applicable amount provided in Paragraph "d" in this Article 7.

25 d. In the event that either CITY or COUNTY does not require its
26 entire allocation for eligible right-of-way engineering and acquisition costs, the
27 allocations described in this Article 7, Paragraph b and Paragraph c , hereinabove,
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1 may be revised to reflect the actual need therefor upon mutual written consent of CITY
2 DIRECTOR and COUNTY DIRECTOR.

3 e. CITY shall invoice COUNTY for its right-of-way engineering and
4 acquisition costs and COUNTY shall pay such invoice and request reimbursement
5 therefor from the CMAQ program. All of CITY's right-of-way costs not reimbursed by
6 the CMAQ program will be added to the amount due to COUNTY from CITY on
7 COUNTY's final invoice to CITY for PROJECT.

8 8. Total funding available for the PE phase of PROJECT through the
9 CMAQ program is limited to eighty-eight point fifty-three percent (88.53%) of eligible
10 expenses incurred and shall not exceed thirteen thousand two hundred dollars
11 (\$13,200). CITY shall be responsible for payment of twenty-five percent (25%) of
12 COUNTY's actual PE costs which are not reimbursed by the CMAQ program;
13 provided, however, that CITY's payment for PE costs shall not exceed four hundred
14 twenty-seven dollars and fifty cents (\$427.50) unless otherwise approved in writing by
15 CITY DIRECTOR.

16 9. The estimated contract construction cost, including a 10% allowance for
17 contingencies, of PROJECT, is one hundred forty-one thousand eight hundred forty-
18 nine dollars and forty cents (\$141,849.40). For purposes of this AGREEMENT, it is
19 agreed that CE cost will be 15% of the actual contract construction cost. Thus, the
20 total estimated construction cost, including CE, is \$163,126.81.

21 10. Total funding available for the construction phase of PROJECT through
22 the CMAQ program, including contract construction cost, contingency, and CE, is
23 limited to eighty-eight point fifty-three percent (88.53%) of eligible expenses incurred
24 and shall not exceed one hundred one thousand four hundred dollars (\$101,400).

25 11. In the event the low bid for PROJECT does not exceed the estimated
26 contract construction cost, including contingency, of one hundred forty-one thousand
27 eight hundred forty-nine dollars and forty cents (\$141,849.40) by more than twenty
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1 percent (20%), it is mutually agreed that the contract for the work shall be
2 recommended for award by COUNTY's Board of Supervisors and CITY shall be
3 responsible for payment of twenty-five (25%) of actual contract construction costs
4 including contingency, which are not reimbursed by the CMAQ program.

5 12. In the event the low bid for PROJECT exceeds the estimated contract
6 construction cost including contingency, of one hundred forty-one thousand eight
7 hundred forty-nine dollars and forty cents (\$141,849.40) by more than twenty percent
8 (20%), no contract shall be recommended for award, except upon the mutual written
9 recommendation of both CITY DIRECTOR and COUNTY DIRECTOR. If awarded,
10 CITY shall be responsible for payment of twenty-five percent (25%) of actual contract
11 construction costs including contingency, which are not reimbursed by the CMAQ
12 program.

13 13. In the event the low bid exceeds the estimated contract construction
14 cost, including contingency, of one hundred forty-one thousand eight hundred forty-
15 nine dollars and forty cents (\$141,849.40) by more than twenty percent (20%), and the
16 construction contract is not awarded, COUNTY DIRECTOR may elect to alter the
17 design of the PROJECT and re-advertise the PROJECT for bids.

18 14. Upon award of a construction contract for PROJECT and receipt of
19 invoice from COUNTY, CITY shall promptly pay to COUNTY ninety percent (90%) of
20 CITY's share, as described hereinabove in Article 10, 11, 11, and 12 (as applicable)
21 of estimated contract construction cost including contingency, based on the awarded
22 construction contract and ninety percent (90%) of CITY's share, as described
23 hereinabove in Articles 8 and 9, of PE and CE costs respectively.

24 15. After filing of the Notice of Completion for PROJECT by COUNTY and
25 upon receipt of an invoice therefor from COUNTY, CITY shall promptly pay to
26 COUNTY the remaining balance of CITY's share of actual contract construction costs.
27 For the purpose of this AGREEMENT it is mutually agreed between parties that actual
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1 contract construction costs shall mean the total amount of money paid to the
2 contractor and expended on force account (if any) at the completion and acceptance
3 of PROJECT by both parties, subject to adjustment arising from change orders
4 approved by the CITY DIRECTOR as provided herein. CITY shall also pay, in
5 accordance with invoice from COUNTY the remaining balance (if any) of CITY's share
6 of right-of-way PE and CE costs, subject to credit for any amounts owed by COUNTY
7 to CITY.

8 16. CITY agrees to indemnify, save, hold harmless and at COUNTY's
9 request, defend COUNTY, its officers, agents and employees from any and all costs
10 and expenses, damages, liabilities, claims, and losses occurring or resulting to any
11 person firm or corporation who may be injured or damaged by the performance or
12 failure to perform, by CITY, its officers agents, and employees, under the
13 AGREEMENT. This section shall survive expiration or termination of this
14 AGREEMENT.

15 17. COUNTY agrees to indemnify, save, hold harmless and at CITY's
16 request, defend CITY, its officers, agents and employees from any and all costs and
17 expenses, damages, liabilities, claims, and losses occurring or resulting to any person
18 firm or corporation who may be injured or damaged by the performance or failure to
19 perform, by COUNTY, its officers agents, and employees, under the AGREEMENT.
20 This section shall survive expiration or termination of this AGREEMENT.

21 18. Without limiting the right of either party to obtain indemnification from the
22 other party, it is understood that CITY and COUNTY shall each maintain, at their sole
23 expense, insurance policies or self-insurance programs including, but not limited to, an
24 insurance pooling arrangement and/or Joint Powers agreement to fund their
25 respective liabilities throughout the term of this AGREEMENT. Coverage shall be
26 provided for comprehensive general liability, automobile liability, professional liability,
27 and workers' compensation exposure. Evidence of Insurance, Certificates of
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1 Insurance or other similar documentation shall not be required of either party under
2 this AGREEMENT.

3 19. Neither party shall assign, transfer or sub-contract this AGREEMENT nor
4 their rights or duties under this AGREEMENT without the written consent of the other
5 party.

6 20. The provisions of this AGREEMENT are severable. The invalidity or
7 unenforceability of any one provision of this AGREEMENT shall not affect the other
8 provisions.

9 21. This AGREEMENT shall become effective immediately upon execution
10 hereof by all of the parties and shall remain in effect until December 31, 2016, unless
11 extended by mutual written concurrence of CITY DIRECTOR and COUNTY
12 DIRECTOR.

13 22. This AGREEMENT may be executed in one or more counterparts, each
14 of which when executed will be deemed to constitute one and the same instrument
15 and agreement.

16 23. Each party acknowledges that it has read and fully understands the
17 content of this AGREEMENT. This AGREEMENT represents the entire and integrated
18 agreement between the parties with respect to the subject matter hereof and
19 supersedes all prior negotiations, representations or agreements, either written or oral.

20 24. This AGREEMENT may be modified only by written instrument
21 executed by duly authorized representatives of both CITY and COUNTY. Except to
22 the limited extent provided in Article 7 above, any such modification shall require a
23 formal written amendment hereto, approved by each of the PARTIES in the same
24 procedural manner followed with respect to its initial approval of this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of
2 the day and year first herein above written.

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CITY OF FRESNO:

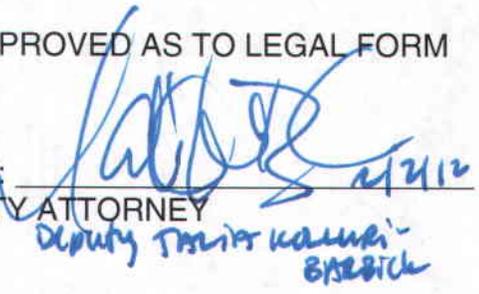
COUNTY OF FRESNO:

BY: _____
PATRICK WIEMILLER, DIRECTOR,
DEPARTMENT OF PUBLIC WORKS

BY: _____
PHIL LARSON, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM

REVIEWED AND RECOMMENDED FOR
APPROVAL

BY: 
CITY ATTORNEY
Deputy Travis Kauri-Barbich

BY: _____
ALAN WEAVER, DIRECTOR
DEPARTMENT OF PUBLIC WORKS AND
PLANNING

ATTEST: YVONNE SPENCE, CMC
CITY CLERK

APPROVED AS TO LEGAL FORM
KEVIN BRIGGS, COUNTY COUNSEL

BY: _____

BY: _____
DEPUTY

ATTEST: BERNICE E. SEIDEL,
CLERK, BOARD OF SUPERVISORS

APPROVED AS TO ACCOUNTING FORM

BY: _____
DEPUTY

BY: _____
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/TREASURER
TAX COLLECTOR



Inter Office Memo

DATE: February 9, 2007
TO: Mohammed Alimi, Design Division
FROM:  Bryan White, Development Services
Subject: ER 5719 – North/Maple Intersection Improvements
Unincorporated Area of Fresno County

PROJECT DESCRIPTION:

The proposed project would reconstruct and widen a portion of the intersection at North Avenue and Maple Avenue for a left-turn lane in the eastbound direction of North Avenue. Construction would include widening the north edge of the pavement 12 - 14 feet for approximately 700 feet to the west, and 300 feet to the east. There is utility relocation in the area of construction without the need for right-of-way acquisition. The surrounding land uses are heavy industrial with several undeveloped lots and a railroad crossing ¼-mile to the west.

Determination:

The proposed project is categorically exempt from the provisions of California Environmental Quality (CEQA) under Section 15301(c) Class 1 Existing Facilities and Section 15303 Class 3 New Construction.

The following support this determination:

- A Class 1 (c) projects consist of the operation, repair, maintenance or minor alteration of existing public facilities involving negligible or no expansion of use including existing highways, streets and sidewalks, gutters, bicycle and pedestrian trails except where such activity will involve removal of a scenic resource including a stand of trees, a rock outcropping or a historic building. A Class 3 consists of construction and location of limited number of new, small facilities or structures.
- Currently there exists a two-lane roadway (E. North Ave.) running east-west that intersects with a single-lane street (S. Maple Ave.) that extends north of E. North Ave., but does not extend south. There is a stop sign at S. Maple Ave., but no stop sign along E. North Ave. at this intersection. The proposed left-hand turn lane is intended to improve flow of eastbound traffic along E. North Ave., which would improve air quality by decreasing the amount of carbon monoxide and particulate matter emissions.
- The project site is not located within an area where endangered, threatened or listed plant and animal species have been observed existing according the California Natural Diversity Database. The site is located within a highly urbanized industrial area.

- The proposed project location is not found within FEMA flood zone A, does not cross any bridges or waterways, and will not affect bed, bank, or channel of any waterway.
- Scenic resources, including trees, rock outcroppings, or historical buildings, will not be removed or impacted as the proposed project is located in a highly urbanized industrialized area.
- The proposed project provides for improved traffic flow by adding a turn lane, but this does not constitute an increase in capacity.
- The proposed project will require utility relocation, but it will occur within the existing right-of-way and will not necessitate the acquisition of land, including any farmlands.
- In accordance with County regulations construction activity will be limited to the hours of 7:00 a.m. to 5:00 p.m. to reduce noise impacts to sensitive noise receivers.

Therefore, it can be determined that the project is not expected to have a significant impact on the environment and is exempt from the provisions of CEQA.

If you have any questions, please call me at 443-5347.

NOTICE OF EXEMPTION

TO: Office of Planning & Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: County of Fresno
Department of Public
Works and Planning
2220 Tulare Street
Fresno, CA 93721

County Clerk
County of Fresno
2221 Kern Street
Fresno, CA 93721

PROJECT TITLE: Environmental Review No. 5719-North/Maple Intersection Improvements
Unincorporated Area of Fresno, CA

PROJECT LOCATION - COUNTY: The proposed project site is located at the intersection of E North Ave and S Maple Ave. and will extend 700 feet to the west and 300 feet to the east. The proposed project site is located in an unincorporated area County of Fresno.

DESCRIPTION OF PROJECT: The proposed project would reconstruct and widen a portion of the intersection at North Avenue and Maple Avenue for a left-turn lane in the eastbound direction of North Avenue. Construction would include widening the north edge of the pavement 12 - 14 feet for approximately 700 feet to the west, and 300 feet to the east. There is utility relocation in the area of construction without the need for right-of-way acquisition. The surrounding land uses are heavy industrial with several undeveloped lots and a railroad crossing ¼-mile to the west.

NAME OF PUBLIC AGENCY APPROVING PROJECT: Fresno County Board of Supervisors.

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Fresno County Department of Public Works and Planning - Design Division. Contact: Fred Hickman, (559) 262-4128.

EXEMPT STATUS: Categorical Exemption -Section 15301, Class 1(c), Existing Facilities and Section 15303, Class 3 New Construction.

REASONS WHY THE PROJECT IS EXEMPT: The project meets the criteria for Section 15301, Class 1(c), Existing Facilities, and Section 15303, Class 3, New Construction of the California Environmental Quality Act (CEQA). The project will not involve the removal of a stand of trees, a rock outcropping or historical resources. It can be determined with certainty that the project will not result in a significant impact on the environment.

LEAD AGENCY CONTACT PERSON: Bryan White TELEPHONE: (559) 443-5347

If filed by the applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: M. News. Christ Mann Date: Feb. 9, 2007 Title: Senior Planner

Signed by Lead Agency
 Signed by Applicant

Date received for filing at OPR:

NEPA/CEQA RE-VALIDATION FORM

DIST./CO./RTE.	06/FRE
PM/PM	
E.A. or Fed-Aid Project No.	CML-5942 (150)
Other Project No. (specify)	
PROJECT TITLE	North/Maple Intersection Improvements
ENVIRONMENTAL APPROVAL TYPE	PCE
DATE APPROVED	11/6/2006
REASON FOR CONSULTATION (23 CFR 771.129)	<p>Check reason for consultation:</p> <input checked="" type="checkbox"/> Project proceeding to next major federal approval <input type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements <input type="checkbox"/> 3-year timeline (EIS only)
DESCRIPTION OF CHANGED CONDITIONS	Briefly describe the changed conditions or new information on page 2. Append continuation sheet(s) as necessary. Include a revised Environmental Commitments Record (ECR) when applicable.

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: [Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.]

- The original environmental document or CE remains valid. No further documentation will be prepared.
- The original environmental document or CE is in need of updating; further documentation has been prepared and is included on the continuation sheet(s) or is attached.
 Yes Additional public review is warranted (23 CFR 771.111(h)(3))
- The original document or CE is no longer valid.
 Yes Additional public review is warranted (23 CFR 771.111(h)(3))
 Yes Supplemental environmental document is needed.
 Yes New environmental document is needed. (If "Yes," specify type: _____)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

Kelly Hobbs
 Signature: Environmental Branch Chief

7/2/2010
 Date

[Signature]
 Signature: Project Manager/DLAE

7/2/10
 Date

CEQA CONCLUSION : (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (Check ONE of the four statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- Original document remains valid. No further documentation is necessary.
- Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be prepared and is included on the continuation sheets or will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162) (Specify type of subsequent document, e.g., Subsequent FEIR.)

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

Signature: Environmental Branch Chief

Date

Signature: Project Manager

Date

NEPA/CEQA RE-VALIDATION FORM

DIST./CO./RTE.	06/FRE
PM/PM	
E.A. or Fed-Aid Project No.	CML-5942 (150)
Other Project No. (specify)	
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DESCRIPTION OF CHANGED CONDITIONS	Briefly describe the changed conditions or new information on page 2. Append continuation sheet(s) as necessary. Include a revised Environmental Commitments Record (ECR) when applicable.

NEPA CONCLUSION - VALIDITY

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- The original environmental document or CE is in need of updating; further documentation has been prepared and is included on the continuation sheet(s) or is attached.
 Yes Additional public review is warranted (23 CFR 771.111(h)(3))
- The original document or CE is no longer valid.
 Yes Additional public review is warranted (23 CFR 771.111(h)(3))
 Yes Supplemental environmental document is needed.
 Yes New environmental document is needed. (If "Yes," specify type: _____)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

Kelly Hobbs
 Signature: Environmental Branch Chief

7/2/2010
 Date

[Signature]
 Signature: Project Manager/DLAE

7/2/10
 Date

CEQA CONCLUSION : (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (Check ONE of the four statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- Original document remains valid. No further documentation is necessary.
- Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be prepared and is included on the continuation sheets or will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162) (Specify type of subsequent document, e.g., Subsequent FEIR.)

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

Signature: Environmental Branch Chief

Date

Signature: Project Manager

Date

**NEPA/CEQA RE-VALIDATION FORM
CONTINUATION SHEET(S)**

Address only substantial changes or substantial new information since approval of the original document and only those areas that are applicable. Use the list below as section headings as they apply to the project change(s). Use as much or as little space as needed to adequately address the project change(s) and the associated impacts, minimization, avoidance and/or mitigation measures, if any.

Changes in project design, e.g., substantial scope change; a new alternative; change in project alignment

N/A

Changes in environmental setting, e.g., new development affecting traffic or air quality;

Air conformity received via interagency consultation.

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

N/A

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

N/A

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

N/A

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

N/A