

## COOPERATIVE AGREEMENT

This agreement, effective on May 3, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Solano Transportation Authority, a political subdivision of the State of California, referred to as STA.

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

## RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the PA&ED and PS&E components of PROJECT for Construction of Express Lanes on Interstate 80 from Red Top Road to Interstate 505 in the county of Solano.

For the purpose of this agreement, Construction of Express Lanes on Interstate 80 from Red Top Road to Interstate 505 in the county of Solano will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the PA&ED and PS&E components of PROJECT will be referred to as OBLIGATIONS.

3. Prior to this agreement, STA developed the Project Initiation Document. STA developed the Project Study Report/Project Development Support (Cooperative Agreement No. 4-2429), which was approved on April 4, 2012.
4. The estimated date for OBLIGATION COMPLETION is November 30, 2015.
5. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
6. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

## RESPONSIBILITIES

7. STA is SPONSOR for 100% of PROJECT.

8. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
9. STA may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
10. STA is the only FUNDING PARTNER for this agreement. STA's funding commitment is defined in the FUNDING SUMMARY.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. STA is IMPLEMENTING AGENCY for PA&ED and PS&E.

### SCOPE

#### **Scope: General**

14. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
15. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
16. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
17. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.
18. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
19. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
20. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
21. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

22. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
23. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

24. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
25. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
26. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
27. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. STA, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.
28. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
29. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
30. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.

31. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
32. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.  
  
CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
33. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
34. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
35. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.
36. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to federal and state funding types included in this agreement.

<b>Applicable Cost Principles and Administration Requirements</b>		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
<b>CFR (Code of Federal Regulations)</b>		
<b>OMB (Office of Management and Budget)</b>		
<b>Related URLs:</b>		
• Various OMB Circular:		<a href="http://www.whitehouse.gov/omb/grants_circulars">http://www.whitehouse.gov/omb/grants_circulars</a>
• Code of Federal Regulations:		<a href="http://www.gpoaccess.gov/CFR">http://www.gpoaccess.gov/CFR</a>

37. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.

38. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
39. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

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

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

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

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

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

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

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

42. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
43. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
44. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

**Scope: Environmental Permits, Approvals and Agreements**

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

<b>Environmental Permits</b>						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CALTRANS	STA	CALTRANS	CALTRANS/STA	CALTRANS	CALTRANS
401 RWQCB	CALTRANS	STA	CALTRANS	CALTRANS/STA	CALTRANS	CALTRANS
NPDES SWRCB	CALTRANS	STA	CALTRANS	CALTRANS/STA	CALTRANS	CALTRANS
1602 DFG	CALTRANS	STA	CALTRANS	CALTRANS/STA	CALTRANS	CALTRANS

**Scope: Project Approval and Environmental Document (PA&ED)**

46. CALTRANS is the CEQA lead agency for PROJECT. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
47. Any PARTNER involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at [www.dot.ca.gov/ser](http://www.dot.ca.gov/ser).
48. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT. CALTRANS will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
49. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm).
50. STA will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
51. STA will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
52. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.
53. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

54. STA will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.

55. STA will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. STA will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

56. The CEQA lead agency will attend all CEQA-related public meetings.

57. STA will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.

58. The NEPA lead agency will attend all NEPA-related public meetings.

59. STA will plan, schedule, prepare materials for, and host all NEPA-related public meetings. STA will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least 10 working days prior to the public meeting date.

60. If a PARTNER who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that PARTNER must clearly state its role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the appropriate lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

61. The PARTNER preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

**Scope: Plans, Specifications, and Estimate (PS&E)**

62. STA will ensure that the engineering firm preparing the plans, specifications, and estimate will not be employed by or under contract to the PROJECT construction contractor.

STA will not employ the engineering firm preparing the plans, specifications, and estimate for construction management of PROJECT.

However, STA may retain the engineering firm during the construction PROJECT COMPONENT to check shop drawings, do soil foundation tests, test construction materials, construction surveys, and provide design/construction support.

63. STA will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. The plans, specifications, and estimate for PROJECT will identify all utility facilities not relocated or removed in advance of the construction PROJECT COMPONENT.
64. STA will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
65. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside of this agreement.

### COST

#### **Cost: General**

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

74. Independent of OBLIGATIONS COST, STA will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
75. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
76. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
77. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

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

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

78. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. Caltrans periodically adjusts the Program Functional Rate and the Administration Rate.
79. If CALTRANS reimburses STA for any costs later determined to be unallowable, STA will reimburse those funds.
80. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
81. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

82. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time are PARTNERS amend this agreement.

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

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

**Cost: Environmental Permits, Approvals and Agreements**

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

**Cost: Project Approval and Environmental Document (PA&ED)**

85. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is an OBLIGATIONS COST.
86. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is an OBLIGATIONS COST.

**Cost: Plans, Specifications, and Estimate (PS&E)**

87. STA will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

**SCHEDULE**

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

**GENERAL CONDITIONS**

89. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
90. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
91. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.

92. Neither STA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

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

93. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STA and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon STA under this agreement.

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

94. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

95. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

96. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

97. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

98. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

99. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

100. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of STA will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel

will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

101. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
102. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.
103. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
104. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
105. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
106. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

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

### **DEFINITIONS**

**CALTRANS** – The California Department of Transportation.

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

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

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

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

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

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

**FHWA** – Federal Highway Administration

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

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

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

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

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

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

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

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

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

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

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

**OBLIGATIONS** – All responsibilities included in this agreement.

**OBLIGATIONS COST** – See COST.

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

**PA&ED (Project Approval and Environmental Document)** – See PROJECT COMPONENT.

**PARTNER** – Any individual signatory party to this agreement.

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

**PROJECT** – The undertaking to Construct Express Lanes on Interstate 80 from Red Top Road to Interstate 505 in the county of Solano.

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

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.

- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT COST** – See COST.

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

**PS&E (Plans, Specifications, and Estimate)** – See PROJECT COMPONENT.

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

**R/W (Right of Way) SUPPORT** – See PROJECT COMPONENT.

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

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

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

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

**WORK** – All scope activities included in this agreement.

**CONTACT INFORMATION**

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

The primary agreement contact person for CALTRANS is:

Nicolas Endrawos, Project Manager

111 Grand Avenue

Oakland, California 94623

Office Phone: (510) 286-5123

The primary agreement contact person for STA is:

Janet Adams, Deputy Executive Director/Director of Projects

One Harbor Center, Suite 130

Suisun City, California 94585

Office Phone: (707) 424-6075

**SIGNATURES**

PARTNERS declare that:

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

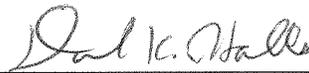
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SOLANO TRANSPORTATION AUTHORITY

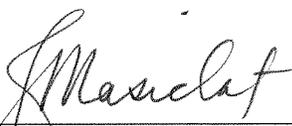
APPROVED

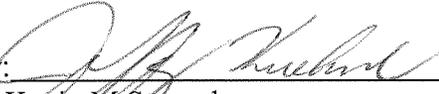
APPROVED

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

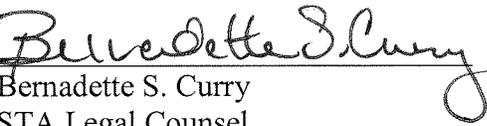
By:   
 Daryl K. Halls  
 Executive Director

CERTIFIED AS TO FUNDS:

By:   
 Johanna Masiclat  
 Clerk of the Board

By:   
 Kevin M Strough  
 District Budget Manager, Acting

APPROVED AS TO FORM AND PROCEDURE

By:   
 Bernadette S. Curry  
 STA Legal Counsel

## SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	STA	N/A
2	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X	
		05			Updated Project information		X	
		10			Engineering Studies		X	
		15			Draft Project Report		X	
		20			Engineering and Land Net Surveys		X	
		30			Environmental Study Request (ESR)		X	
		40			NEPA Delegation	X		
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X	
2	165				Perform Environmental Studies and Prepare Draft Environmental Document	X	X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document	X	X	
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
		25			Draft Environmental Document or Categorical Exemption/Exclusion	X	X	
		30			NEPA Delegation	X		
2	170				Permits, Agreements, and Route Adoptions during PA&ED component	X	X	
		05			Required permits		X	
		15			Railroad Agreements			X
		20			Freeway Agreements	X	X	
			05		Draft Freeway Agreement		X	
			10		Draft Freeway Agreement Review		X	
			15		Final Freeway Agreement	X	X	
			20		Executed Freeway Agreement	X	X	
			99		Other Freeway Agreement Products			X
		25			Agreement for Material Sites	X	X	
		30			Executed Maintenance Agreement	X	X	
		40			Route Adoptions			X
		45			MOU From Tribal Employment Rights Office (TERO)			X
		55			NEPA Delegation	X		
2	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification	X	X	
		05			DED Circulation	X	X	
		10			Public Hearing	X	X	
		15			Public Comment Responses and Correspondence	X	X	
		20			Project Preferred Alternative	X	X	
		25			NEPA Delegation	X		

	5	6	7	8	Description	CALTRANS	STA	N/A
2	180				Prepare and Approve Project Report and Final Environmental Document	X	X	
		05			Final Project Report	X	X	
			05		Updated Draft Project Report		X	
			10		Approved Project Report	X		
			15		Updated Storm Water Data Report		X	
			99		Other Project Report Products		X	
		10			Final Environmental Document	X	X	
			05		Approved Final Environmental Document	X		
			10		Public Distribution of Final Environmental Document and Respond To Comments	X	X	
			15		Final Right of Way Relocation Impact Document		X	
			99		Other Final Environmental Document Products		X	
		15			Completed Environmental Document	X	X	
			05		Record of Decision (NEPA)	X		
			10		Notice of Determination (CEQA)	X		
			20		Environmental Commitments Record		X	
			99		Other Completed Environmental Document Products		X	
		20			NEPA Delegation	X		
3	185				Prepare Base Maps and Plan Sheets for PS&E Development		X	
3	205				Permits, Agreements during PS&E Component	X	X	
		05			Required permits		X	
		15			Railroad Agreements		X	
		25			Agreement for Material Sites		X	
		30			Executed Maintenance Agreement	X	X	
		45			MOU From Tribal Employment Rights Office (TERO)		X	
		55			NEPA Delegation	X		
3	230				Prepare Draft Plans, Specifications, and Estimates	X	X	
		05			Draft Roadway Plans		X	
		10			Draft Highway Planting Plans		X	
		15			Draft Traffic Plans		X	
		20			Transportation Management Plan		X	
		25			Draft Utility Plans		X	
		30			Draft Drainage Plans		X	
		35			Draft Specifications		X	
		40			Draft Plans, Specifications, and Estimates Quantities and Estimates		X	
		55			Structures Draft Plans, Specifications, and Estimates Incorporation		X	
		60			Updated Project Information for Plans, Specifications, and Estimates Package		X	
		90			NEPA Delegation	X		
		99			Other Draft Plans, Specifications, and Estimates Products		X	

4	5	6	7	8	Description	CALTRANS	STA	N/A
3	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste	X	X	
		05			Environmental Mitigation		X	
		10			Detailed Site Investigation for Hazardous Waste		X	
		15			Hazardous Waste Management Plan		X	
		20			Hazardous Waste Plans, Specifications, and Estimates		X	
		25			Hazardous Waste Clean-Up		X	
		30			Hazardous Substances Disclosure Document (HSDD)		X	
		35			Long Term Mitigation Monitoring		X	
		40			Updated Environmental Commitments Record		X	
		45			NEPA Delegation	X		
3	240				Draft Structures Plans, Specifications, and Estimates		X	
3	250				FINAL STRUCTURES PS&E PACKAGE		X	
3	255				Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X	X	
		05			Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package		X	
		10			Updated Plans, Specifications, and Estimates Package		X	
		15			Environmental Re-Evaluation	X	X	
		20			Final District Plans, Specifications, and Estimates Package		X	
		25			Geotechnical Information Handout		X	
		30			Materials Information Handout		X	
		35			Construction Staking Package and Control		X	
		40			Resident Engineer's Pending File		X	
		45			NEPA Delegation	X		
		50			Secured Lease for Resident Engineer Office Space or Trailer			X
		55			Contractor Outreach			X
		65			Right of Way Certification Document		X	
		70			Right of Way Engineering Products		X	
		75			Upgraded/Updated Right of Way Certification Document		X	
		95			Right of Way Certification Activity		X	
3	260				Contract Bid Documents Ready to List	X		
3	265				Awarded and Approved Construction Contract			X

### FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	PS&E	Subtotal Support	Subtotal Funds Type
LOCAL	STA	Local	\$16,400,000	\$5,745,000	\$22,145,000	\$22,145,000
		Subtotals by Component	\$16,400,000	\$5,745,000	\$22,145,000	\$22,145,000

**SOLANO TRANSPORTATION AUTHORITY  
RESOLUTION No. 2007-10**

**RESOLUTION OF THE SOLANO TRANSPORTATION AUTHORITY  
AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN  
AGREEMENTS/DOCUMENTS WITH OR FOR THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE  
FEDERAL HIGHWAY ADMINISTRATION  
TO RECEIVE FUNDING AND TO DELIVER TRANSPORTATION PROJECTS**

**WHEREAS**, the Solano Transportation Authority is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation (CALTRANS) and the Federal Highway Administration (FHWA); and

**WHEREAS**, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, need to be executed with CALTRANS or FHWA before such funds could be claimed; and

**WHEREAS**, the Solano Transportation Authority, pursuant to Streets and Highways Code Section 114 is authorized to enter into Cooperative Agreements for implementing the delivery of proposed improvements to State highways within the County of Solano; and

**WHEREAS**, various Cooperative Agreements need to be executed and Right-of-Way Certifications signed for implementing the delivery of said proposed improvements to State Highways within the County of Solano; and

**WHEREAS**, the Solano Transportation Authority wishes to delegate authorization to execute these agreements/documents and any amendments thereto to the Executive Director or the Acting Executive Director following Project approval by the STA Board whether through project-specific action of the Board or through approval of the STA Budget which Budget includes projects and their funding.

**NOW, THEREFORE BE IT RESOLVED** that the Executive Director or Acting Executive Director be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, Cooperative Agreements, Right-of-Way Certifications and any amendments thereto with or for CALTRANS or FHWA following approval by the STA Board through either project-specific action of the Board or approval of the STA Budget which Budget includes or references projects and their funding.

**I HEREBY CERTIFY** that the foregoing resolution was introduced and passed at a regular meeting of the Board of the Solano Transportation Authority, held on the 10<sup>th</sup> day October, 2007, by the following vote:

Ayes: 8  
No's: 0  
Absent: 0  
Abstain: 0

Attest by: J Masclat  
Johanna Masclat  
Clerk of the Board

Anthony Intintoli  
Anthony Intintoli, Chair  
Solano Transportation Authority

I, Daryl K. Halls, the Solano Transportation Authority Executive Director, do hereby certify that the above and foregoing resolution was introduced, passed, and adopted by said Authority at a regular meeting thereof held this the day of October 10, 2007.

Daryl K. Halls  
Daryl K. Halls, Executive Director  
Solano Transportation Authority