

ATTACHMENT L

COOPERATIVE AGREEMENT

This agreement, effective on August 21, 2008, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Joaquin Council of Governments, a Joint Powers Authority, referred to as SJCOG.

RECITALS

1. CALTRANS and SJCOG, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward widening of State Route 99 from four to six lanes between Arch Road and State Route 4, referred to as PROJECT.
3. PARTNERS will cooperate to complete the PS&E and R/W phases of PROJECT.
4. There are no prior PROJECT-related cooperative agreements.
5. Prior to this agreement, CALTRANS developed the Project Initiation Document.
6. CALTRANS prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is August 1, 2015.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

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

CEQA – The California Environmental Quality 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.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

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

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 MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

PS&E (Plans, Specifications, and Estimates) – The project component that includes the activities required to deliver the plans, specifications, and estimates for PROJECT.

R/W (Right of Way) – The project component that includes the activities required to deliver the right of way for PROJECT.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

9. CALTRANS is SPONSOR for 50% of all WORK.
10. SJCOG is SPONSOR for 50% of all WORK.
11. CALTRANS and SJCOG are FUNDING PARTNERS for this agreement. Their funding commitments are defined in the FUNDING SUMMARY.
12. CALTRANS is the CEQA lead agency for PROJECT.
13. FHWA is the NEPA lead agency for PROJECT.
14. CALTRANS is IMPLEMENTING AGENCY for PS&E and R/W.

SCOPE

Scope: General

15. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
16. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
17. 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.
18. SJCOG may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
19. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
20. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
21. PARTNERS will invite each other to participate in the selection of any consultants who participate in WORK.
22. PARTNERS 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 if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

23. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
24. IMPLEMENTING AGENCY will not change scope, cost, or schedule of WORK on any component without prior approval of PARTNERS.
25. CALTRANS will issue, upon proper application, at no cost, 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.

26. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.
27. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e).

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

28. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
29. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
30. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
31. If HM-1 is found outside 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. SJCOG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM-1 management activities are undertaken with minimum impact to PROJECT schedule.
32. 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 managing HM-2 MANAGEMENT ACTIVITIES.
33. 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.

34. PARTNERS will comply with all of the commitments and conditions set forth in the environmental permits, approvals, and agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
35. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written quarterly progress reports during the implementation of WORK in that component.
36. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
37. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
38. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
39. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years after the final federal voucher, whichever is later.
40. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and SJCOG will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

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 audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

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.

41. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
42. 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, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.

43. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
44. If WORK stops for any reason, PARTNERS are still obligated to implement all 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.
45. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Plans, Specifications, and Estimates (PS&E)

46. CALTRANS will ensure that the engineering firm preparing the plans, specifications, and estimates will not be employed by or under contract to the PROJECT construction contractor.

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

However, CALTRANS may retain the engineering firm during CONSTRUCTION to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.
47. CALTRANS will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. All utility facilities not relocated or removed in advance of construction will be identified on the plans, specifications, and estimate for PROJECT.
48. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside the commitments of this agreement.
49. CALTRANS will coordinate the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, Regional Water Quality Control Board 401 Permit and Other Permits.
50. CALTRANS will obtain the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, Regional Water Quality Control Board 401 Permit, and Other Permits.
51. CALTRANS will implement the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, Regional Water Quality Control Board 401 Permit, and Other Permits.

Scope: Right of Way (R/W)

52. CALTRANS will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents shall bear the professional seal, certificate number, registration classification,

expiration date of certificate, and signature of the responsible surveyor.

53. CALTRANS 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.
54. CALTRANS will provide CALTRANS-approved verification of its arrangements for the protection, relocation, or removal of all conflicting facilities and that such work will be completed prior to construction contract award or as otherwise stated in the PROJECT plans, specifications, and estimates. This verification must include references to all required SHS encroachment permits.
55. CALTRANS will utilize a qualified CALTRANS-approved public agency or consultant in all right of way activities. Right of way consultant contracts will be administered by a qualified right of way person.
56. CALTRANS will provide a Right of Way Certification to CALTRANS prior to PROJECT advertisement.

COST

Cost: General

57. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
58. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
59. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
60. Independent of PROJECT, all costs for MANAGEMENT ACTIVITIES related to HM-1 found 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.
61. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
62. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
63. The cost to comply with and implement the commitments set forth in the environmental documentation is WORK cost.
64. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
65. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.

66. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
67. Independent of WORK costs, SJCOG will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
68. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
69. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
70. 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.

71. 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, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time are PARTNERS amend this agreement.

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

72. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
73. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
74. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: Plans, Specifications, and Estimates (PS&E)

75. FUNDING PARTNERS will share the cost of PS&E as shown on the FUNDING SUMMARY.
76. The following partners will submit invoices for PS&E:
 - CALTRANS will invoice SJCOG
77. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SJCOG for a \$0 initial deposit upon execution of this agreement.

Thereafter, CALTRANS will submit to SJCOG monthly invoices for estimated monthly costs based on the prior month's actual expenditures. Detailed supporting information will be provided within seven (7) working days of invoice.

SJCOG will electronically transfer (wire) funds to CALTRANS within three (3) to five (5) working days of receipt of invoice. SJCOG's transfer of funds will not be construed as acceptance of said charges.

If SJCOG does not transfer the money within three (3) to five (5) working days, CALTRANS may require SJCOG to make all subsequent payments as deposits in advance of WORK.

SJCOG will notify CALTRANS of a disputed invoice in writing no later than 30 days of receipt of the detailed supporting information.

Upon receipt of a claim, CALTRANS has seven (7) working days to contest said claim. Upon resolution, CALTRANS will make the appropriate credit or debit to SJCOG, reflected on the next invoice.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: Right of Way (R/W) Support

78. The cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way will be determined 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.
79. FUNDING PARTNERS will share the cost of R/W Support as shown on the FUNDING SUMMARY.
80. The following partners will submit invoices for R/W Support:
 - CALTRANS will invoice SJCOG
81. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SJCOG for a \$0 initial deposit upon execution of this agreement..

Thereafter, CALTRANS will submit to SJCOG monthly invoices for estimated monthly costs based on the prior month's actual expenditures. Detailed supporting information will be provided within seven (7) working days of invoice.

SJCOG will electronically transfer (wire) funds to CALTRANS within three (3) to five (5) working days of receipt of invoice. SJCOG's transfer of funds will not be construed as acceptance of said charges.

If SJCOG does not transfer the money within three (3) to five (5) working days, CALTRANS may require SJCOG to make all subsequent payments as deposits in advance of WORK.

SJCOG will notify CALTRANS of a disputed invoice in writing no later than 30 days of receipt of the detailed supporting information.

Upon receipt of a claim, CALTRANS has seven (7) working days to contest said claim. Upon resolution, CALTRANS will make the appropriate credit or debit to SJCOG, reflected

on the next invoice.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: Right of Way (R/W) Capital

82. FUNDING PARTNERS will share the cost of R/W Capital as shown on the FUNDING SUMMARY.
83. The following partners will submit invoices for R/W Capital:
 - CALTRANS will invoice SJCOG
84. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SJCOG for a \$0 initial deposit upon execution of this agreement.

Thereafter, CALTRANS will submit to SJCOG monthly invoices for estimated monthly costs based on the prior month's actual expenditures. Detailed supporting information will be provided within seven (7) working days of invoice.

SJCOG will electronically transfer (wire) funds to CALTRANS within three (3) to five (5) working days of receipt of invoice. SJCOG's transfer of funds will not be construed as acceptance of said charges.

If SJCOG does not transfer the money within three (3) to five (5) working days, CALTRANS may require SJCOG to make all subsequent payments as deposits in advance of WORK.

SJCOG will notify CALTRANS of a disputed invoice in writing no later than 30 days of receipt of the detailed supporting information.

Upon receipt of a claim, CALTRANS has seven (7) working days to contest said claim. Upon resolution, CALTRANS will make the appropriate credit or debit to SJCOG, reflected on the next invoice.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

SCHEDULE

85. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

86. This agreement will be understood 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 legal action arising from this agreement will be filed and maintained in the Superior

Court of the county in which the CALTRANS district office signatory to this agreement resides.

87. 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.
88. Any partner who performs IQA does so for their own benefit. Other partners or parties not signatory to this agreement cannot assign liability to that partner by reason of their IQA activities.
89. PARTNERS acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation); the governor's Executive Order 2007-S-02-07; the California Transportation Commission (CTC) program guidelines for the applicable program (CMIA, 99, etc.); and PROJECT scope, cost, schedule, and benefit baseline data agreement (BASELINE AGREEMENT). BASELINE AGREEMENT is attached and made a part of this agreement. PROJECT bond funds as identified in this agreement will not exceed funding stated in BASELINE AGREEMENT. Changes to PROJECT funding commitments will require an amendment to BASELINE AGREEMENT and this cooperative agreement.

Right of way purchased using bond funds will become the property of CALTRANS and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

90. Neither SJCOG 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 under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or arising under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless SJCOG 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 under this agreement.

91. 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 SJCOG under or in connection with any work, authority, or jurisdiction conferred upon SJCOG or arising under this agreement.

It is understood and agreed that SJCOG 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 SJCOG under this agreement.

92. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.

93. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
94. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
95. 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.
96. 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.
97. If any partner defaults in their agreement obligations, the non-defaulting partner(s) 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(s) may initiate dispute resolution.
98. 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 SJCOG will attempt to negotiate a resolution. If no resolution is reached, 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 WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

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.

Any civil complaints will be filed 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.

99. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
100. 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 those provisions will be automatically severed from this agreement.
101. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
102. 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.

103. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
104. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, 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.

105. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY, Baseline Agreement.
106. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

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. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Joy Pinne, Project Manager
1976 East Charter Way
Stockton, California 95205
Office Phone: (209) 948-7854
Mobile Phone: (209) 607-3208

The primary agreement contact person for SJCOG is:
Kevin Sheridan, Project Manager
555 East Weber Ave.
Stockton, California 95202
Office Phone: (209) 468-3913
Mobile Phone: (209) 403-4340

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: Kome Ajise
Kome Ajise
District Director

CERTIFIED AS TO FUNDS:

By: Anne Wells
Anne Wells
District Budgets Manager

SJCOG

By: Andrew T. Chesley
Andrew T. Chesley
Executive Director

APPROVED AS TO FORM AND
PROCEDURE

By: Steve Dial
Steve Dial
Deputy Executive Director / CFO

SCOPE SUMMARY

1	2	3	4	5	Description	CALTRANS	SJCOG	N/A
3					Plans, Specifications, and Estimates (PS&E) - 185, 230, 235, 240, 250, 255, 260, 265	X		
	185				Prepare Base Maps and Plan Sheets for PS&E Development	X		
	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		
		65			Permits During Plans, Specifications, and Estimates Development	X		X
			05		U.S. Army Corps of Engineers Permit (404)	X		
			10		U.S. Forest Service Permit(s)			X
			15		U.S. Coast Guard Permit			X
			20		Department of Fish and Game 1600 Agreement(s)	X		
			25		Coastal Zone Development Permit			X
			30		Local Agency Concurrence/Permit			X
			35		Waste Discharge (NPDES) Permit	X		
			40		U.S. Fish and Wildlife Service Approval			X
			45		Regional Water Quality Control Board 401 Permit	X		
			50		Updated Environmental Commitments Record			X
			95		Other Permits	X		
			70		Railroad Agreements	X		
			75		Agreement for Material Sites	X		
			80		Executed Maintenance Agreement	X		
			85		MOU From Tribal Employment Rights Office	X		
			90		NEPA Delegation	X		
			99		Other Draft Plans, Specifications, and Estimates Products	X		
	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste	X		
	240				Draft Structures Plans, Specifications, and Estimates	X		
	250				Final Structures Plans, Specifications, and Estimates Package	X		
	255				Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X		
	260				Contract Bid Documents Ready to List	X		
	265				Awarded and Approved Construction Contract			X

					Description	CA/M/MS/MS	MS/MS	NA
4					Right of Way (R/W) - 195, 200, 220, 225, 245, 300	X		
	195				Right of Way Property Management and Excess Land	X		
	200				Utility Relocation	X		
	220				Right of Way Engineering	X		
	225				Obtain Right of Way Interests for Project Right of Way Certification	X		
	245				Post Right of Way Certification Work	X		
	300				Final Right of Way Engineering	X		

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PS&E	R/W Capital	R/W Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
STATE	CALTRANS	Bond - State Route 99	\$0.00	\$37,300,000.00	\$0.00	\$0.00	\$37,300,000.00	\$37,300,000.00
STATE	SJCOG	STIP/RIP	\$0.00	\$11,500,000.00	\$0.00	\$0.00	\$11,500,000.00	\$11,500,000.00
LOCAL	SJCOG	Measure K	\$3,319,000.00	\$23,200,000.00	\$2,600,000.00	\$5,919,000.00	\$23,200,000.00	\$29,119,000.00
		Subtotals by Component	\$3,319,000.00	\$72,000,000.00	\$2,600,000.00	\$5,919,000.00	\$72,000,000.00	\$77,919,000.00