

COOPERATIVE AGREEMENT

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

SACRAMENTO TRANSPORTATION
AUTHORITY, a public agency of the State of
California, referred to herein as "STA".

RECITALS

1. Under Streets and Highways Code Section 114 and 130, CALTRANS and STA are authorized to develop and implement a Freeway Service Patrol (FSP) in the county of Sacramento for the Interstate 50 Bridge Rehabilitation Project referred to as "PROJECT".
2. Under Streets and Highways Code Section 92, CALTRANS may do any act necessary, convenient or proper for the construction, improvement, maintenance or use of all highways under its jurisdiction, possession, or control.
3. Under Streets and Highways Code Section 114, CALTRANS and STA may enter into a Cooperative Agreement for maintenance of State highways within the county of Sacramento.
4. CALTRANS acknowledges the need to expeditiously remove disabled vehicles in an effort to relieve traffic congestion around PROJECT construction area, as depicted in the attached map (Exhibit A), attached to and made a part of this Agreement.
5. FSP will assist in transportation system management efforts by assisting and/or removal of freeway impediments during construction of PROJECT, in order to provide traffic congestion relief, and, all of which will have the added benefit of reducing accidents and improving air quality.
6. STA will implement FSP, during the term of PROJECT construction contract in order to minimize traffic impacts on both the PROJECT and surface streets in the area of PROJECT.
7. All services performed by STA pursuant to this Agreement are intended to be performed in accordance with all applicable STA, Federal, and State laws, ordinances, regulations, published manuals, polices, and procedures.

8. The parties mutually desire to cooperate in the implementation of FSP and define herein below the terms and conditions under which FSP is to be implemented and financed

SECTION I

CALTRANS AGREES:

1. To define or specify, in cooperation with STA, the State highway segments to be served by the FSP, level of service, as well as equipment, if any, that will be funded under the FSP.
2. At no cost to STA, to provide Independent Quality Assurance (IQA) activities of FSP work done by or behalf of STA.
3. To have a resident engineer (RE) available to determine FSP's level of service, either roaming or a response time within ten (10) minutes.
4. To reimburse STA for all allowable FSP service costs, including administrative costs of providing FSP tow services for PROJECT.
5. To deposit with STA, using State Highway Operation and Protection Program (SHOPP) funds, within thirty (30) days of receipt of STA's invoice, which invoice will be sent within thirty (30) days after execution of this Agreement, an initial deposit of \$5,000 toward the cost of FSP. Thereafter, to reimburse STA, within thirty (30) days after receipt of each monthly billing, for all approved actual expenses. The total amount payable by CALTRANS to STA under this Agreement shall not exceed \$425,000.

SECTION II

STA AGREES:

1. To provide FSP services in excess of those routinely provided for congestion relief in the Sacramento Metropolitan Area, pursuant to the Memorandum of Understanding between California Highway Patrol, STA, and CALTRANS.
2. To develop, at STA's expense, a written plan describing FSP to be provided in support of the Traffic Management Plan. Said plan will be submitted to CALTRANS for CALTRANS' concurrence prior to STA's bid advertising date for a FSP contract. FSP plan must be pre-approved by CALTRANS before any reimbursable services may commence.
3. To develop, advertise and award, the FSP contract(s) for jointly selected segments of PROJECT, using STA's standard contract process for competitively bid contracts.

4. To contract competitively for the necessary communications system and related equipment, which may include voice, data, and Automatic Vehicle Location (AVL) terminal and affiliated software.
5. To have PROJECT FSP contract(s) in place prior to January 15, 2014.
6. To be responsible to provide FSP during construction of PROJECT and maintain FSP to a level of service determined by CALTRANS' RE, either roaming or a response time within ten (10) minutes during rush hour traffic.
7. To submit an invoice to STATE, within thirty (30) days upon execution of this Agreement, in the amount of \$5,000. Said invoice represents CALTRANS' initial payment toward FSP's cost.
8. To thereafter submit monthly FSP operational contract invoices, from the contracted operators to CALTRANS for review and approval before payment by STA.
9. Upon completion of PROJECT and all work incidental thereto, to furnish CALTRANS with a detailed statement of the total direct costs to be borne by CALTRANS. In no event shall invoices totally more than the amount of \$425,000 be sent to CALTRANS, pursuant to this agreement. STA shall refund STATE (promptly after completion of STA's final accounting), any amount of CALTRANS' funds remaining, if any, after actual final costs to be borne by CALTRANS have been deducted.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. It is understood and agreed that CALTRANS and STA, including Subcontractors maintain Comprehensive General Liability Insurance (CGL) and Automobile Liability Insurance, including any other insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, agents, and employees. Evidence of Insurance, Certificates of Insurance or other similar documents shall not be required of either party under this Agreement, except as otherwise expressly required herein to be provided by STA regarding Worker's Compensation Insurance.
3. Pursuant to the authority contained in Section 591 of the Vehicle Code, the department has determined that within such areas as are within the limits of the project and are open

to public traffic, STA shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. STA shall take all necessary precautions for safe operations of the STA's equipment and the protection of the public from injury and damage from such property.

4. In the event FSP costs are anticipated to exceed \$425,000, STA may cease work, until additional funding is secured by CALTRANS. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal Amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
5. Each of the contracting parties shall be subject to examination and audit for a period of three (3) years after final payment under the contract in accordance with Government Code Section 10532. In addition, STA and STATE may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract.
6. The actual cost of the FSP referred to in this Agreement shall include all direct costs attributable to such work and applied in accordance with STATE's standard accounting procedures. Indirect costs (functional and administrative overhead assessment) are not included.
7. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
8. 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, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STA and/or its agents under this Agreement.
9. 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, to the extent permitted by law, will defend, indemnify and save harmless STA and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring

by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

10. In the event of any breach of this Agreement by either party, the other party may enforce this Agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to this Agreement, each party agrees to pay for their own attorneys' cost and expenses, without regard to who prevails.
11. A failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
12. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.
13. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal written amendment executed by parties to this Agreement hereto and no oral understanding or agreement not incorporated herein shall be binding.
14. This Agreement may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of terminating. In the event that CALTRANS terminates this Agreement, CALTRANS shall reimburse STA for all mutually agreed upon costs associated with this Agreement for services already performed. Unused and uncommitted funds shall be refunded to CALTRANS.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	SACRAMENTO TRANSPORTATION AUTHORITY
<p>By: _____ THOMAS L. BRANNON, Deputy District Director D3 Programming & Project Management</p> <p>Approved as to form and procedure: _____</p> <p>Attorney Department of Transportation</p> <p>Certified as to funds: _____</p> <p>District Project Control Officer</p> <p>Certified as to financial terms and policies: _____</p> <p>Accounting Administrator</p>	<p>By: _____</p> <p>Approved as to form and procedure: _____</p>