COOPERATIVE AGREEMENT
State Independent Quality Assurance (IQA)

This Agreement, effective on May 6, 2013, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

the Alameda-Contra Costa Transit District, a special transit district established pursuant to California Public Utilities Code sections 24501 et seq. referred to hereinafter as DISTRICT.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114.

2. For the purpose of this Agreement, DISTRICT desires to construct a Bus Rapid Transit (BRT) project which includes, but is not limited to, dedicated bus lanes, passenger platforms, ticket vending and validations systems, safety/security systems, public address and passenger information systems, landscaping, signals and lighting, crosswalk treatment and pedestrian warning signals, sidewalk and signage along State Route 185 (International Boulevard) from State Route 77 (42nd Avenue) in the city of Oakland to State Route 112 (Davis Street) then east to San Leandro Boulevard in the city of San Leandro. To the extent it lies within CALTRANS’ right of way of these State Routes it will hereinafter be referred to as PROJECT. A detailed description of the BRT Project, quoted from the federal Record of Decision, is included as Exhibit A, attached to and made a part of this Agreement. The alignment of the BRT PROJECT, to the extent that it lies within Caltrans’ right-of-way, is depicted in Exhibit B, attached to and made a part of this Agreement.

3. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.

4. This Agreement includes the following PROJECT COMPONENTS:
   - CONSTRUCTION SUPPORT
   - CONSTRUCTION CAPITAL

5. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
6. Prior to this Agreement:
   - On April 25, 2012, DISTRICT’s Board of Directors adopted Resolution No. 12-018 certifying the Final Environmental Impact Report (FEIR) for the East Bay Bus Rapid Transit Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the Project, and authorizing the filing of a Notice of Determination;
   - The Federal Transit Administration (FTA) issued a Record of Decision for the Project on June 8, 2012.
   - DISTRICT developed the Project Report (per Cooperative Agreement No. 04-2284) approved on September 26, 2012.

7. Prior to Construction:
   - DISTRICT will develop the Plans, Specifications and Estimate (per Cooperative Agreement No. 04-2284).
   - DISTRICT will develop the Right of Way Certification (per Cooperative Agreement No. 04-2284).

8. In this Agreement capitalized words represent defined terms and acronyms and are contained in DEFINITIONS located at page 12 of this agreement.

9. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

   RESPONSIBILITIES

10. DISTRICT is SPONSOR for 100% of PROJECT.

11. DISTRICT is the only FUNDING PARTNER for this Agreement.

12. DISTRICT is the IMPLEMENTING AGENCY for:
   - CONSTRUCTION SUPPORT
   - CONSTRUCTION CAPITAL

13. DISTRICT is the CEQA lead agency for PROJECT.

14. CALTRANS is the CEQA responsible agency for PROJECT.

15. FTA is the NEPA lead agency for PROJECT.

16. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right-of-way. CALTRANS will perform its QC/QAP process review for environmental documentation.
SCOPE

Scope: General

17. PARTNERS will perform all their OBLIGATIONS in accordance with applicable federal, California, and local laws, ordinances, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

18. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK meets SHS standards pursuant to applicable law.

19. DISTRICT will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

20. PARTNERS may invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

21. If WORK is done under contract (not completed by DISTRICT’s own employees) and is governed by the California Labor Code’s definition of “public works” (section 1720(a)), DISTRICT will conform to, and ensure that any contractors conform to sections 1720 – 1861 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations in performing that WORK.

22. CALTRANS will issue, at no cost, upon proper application, the encroachment permits required for WORK within SHS right of way.

   Contractors and/or agents, and utility owners will not perform activities within the SHS right-of-way for PROJECT without an encroachment permit issued in their name.

23. If DISTRICT discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and DISTRICT will notify CALTRANS within 24 hours of discovery. WORK may only resume after a qualified professional acceptable to PARTNERS has evaluated the nature and significance of the discovery and a plan is approved by the PARTNERS for its removal or protection. WORK may continue on other parts of the WORK site while the evaluation and plan takes place in the discovery area.

24. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

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.
25. If a 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 documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT. If a PARTNER wishes to oppose the release of alleged public information it will take on that responsibility and defend and pay the costs of the other PARTNER from any litigation arising therefrom.

26. If HM-1 or HM-2 is found during any PROJECT COMPONENT, DISTRICT will immediately notify CALTRANS.

27. 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.

28. 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. DISTRICT, 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.

29. 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.

30. 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.

31. 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.

32. Upon OBLIGATION COMPLETION, ownership and title to all materials and equipment constructed or installed for the operation and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS, except BRT facilities and appurtenances which will become the property of DISTRICT. Such DISTRICT BRT facilities will include, but are not limited to, passenger platforms, ticket vending and validations systems, safety/security systems, public address and passenger information systems, landscaping, signals and lighting, crosswalk treatment and pedestrian warning signals, and signage. CALTRANS will continue to own the right of way in the PROJECT area.

33. DISTRICT will be responsible for claims of any non-Agreement parties hired to do WORK on the PROJECT and may accept, reject, compromise, settle, or litigate such claims.

34. If DISTRICT funds any part of OBLIGATIONS with state or federal funds administered by CALTRANS then the following will apply to all funding types included in this Agreement:
DISTRICT will maintain, and will ensure that any party hired by DISTRICT 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 billings.

DISTRICT will comply and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR Part 225 and federal administrative requirements outlined in 49 CFR Part 18.

Each PARTNER will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.

PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, FTA, and DISTRICT 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, upon reasonable notice (at least 24 hours), 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 calendar 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 mediation. Mediation will follow the process described in the General Conditions section of this Agreement. Costs and attorney’s fees of the dispute resolution process, including the costs of any mediator, shall be borne equally by the PARTNERS. Any costs resulting from the dispute resolution findings will be paid within 30 calendar days of the final audit or dispute resolution findings.

DISTRICT will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.

Any other party hired to participate in OBLIGATIONS will be subjected to a pre-award audit in accordance with the Local Assistance Procedures Manual.

35. If WORK stops for any reason, subject to CALTRANS’ HM-1 responsibilities in the existing SHS right of way, DISTRICT will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS. CALTRANS is responsible to have the work done efficiently but not to delay the project.
36. If WORK stops for any reason, DISTRICT 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 DISTRICT's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

37. DISTRICT will furnish CALTRANS with all relevant deliverables and history files within one hundred eighty (180) days following the completion of each PROJECT COMPONENT.

Scope: Environmental Permits, Approvals and Agreements

38. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

<table>
<thead>
<tr>
<th>ENVIRONMENTAL PERMITS</th>
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<tr>
<td>PERMIT</td>
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Scope: Plans, Specifications, and Estimate (PS&E)

There are no applicable articles in this section.

Scope: Construction

39. DISTRICT will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and DISTRICT will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, DISTRICT may retain such a firm during construction to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

40. DISTRICT will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and FTA Circular 4220.1F.

DISTRICT will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and DISTRICT verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, DISTRICT also accepts responsibility to administer the construction contract.
41. DISTRICT will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.

42. DISTRICT will provide a landscape architect who will be responsible for all landscaping activities within the SHS.

43. DISTRICT will require the construction contractor to furnish payment and performance bonds naming DISTRICT as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

44. DISTRICT will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. DISTRICT will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.

45. CALTRANS will make SFM available at a CALTRANS-designated location, within a reasonable distance from the project site, after DISTRICT requests SFM and pays CALTRANS’ invoice for estimated SFM cost.

46. DISTRICT will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to DISTRICT, without cost, upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor, without cost, upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met.

DISTRICT will provide, or cause to provide, source inspection services.

47. DISTRICT is responsible for maintenance of the SHS within PROJECT limits as part of the construction contract during the period of construction and until acceptance by CALTRANS and execution of a maintenance agreement between PARTNERS.

48. DISTRICT may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change DISTRICT’s responsibilities to complete the PROJECT.

49. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

50. Within one hundred eighty (180) days of the completion and acceptance of the PROJECT by DISTRICT, DISTRICT shall furnish CALTRANS with a complete set of “As-Built” plans (hard copy and electronic formats) in accordance with CALTRANS’ then current CADD
Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including land survey documents. These documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business & Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762, 8762.5 and 8771, shall contain the filing information provided by the county in which filed. DISTRICT shall also submit to CALTRANS any corrected full-sized hardcopy structure plans.

**COST**

**Cost: General**

51. If requested by DISTRICT, 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 to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

52. DISTRICT will pay invoices that it approves and finds satisfactory, within 30 calendar days of receipt of invoice.

53. If DISTRICT has received Electronic Funds Transfer (EFT) certification from CALTRANS, DISTRICT will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

54. All costs associated with completing the PROJECT, except where otherwise noted in this agreement, are the responsibility of DISTRICT including, but not limited to:
   - Public meetings.
   - Environmental commitments and compliance.
   - Obtaining, implementing and renewing resource agency permits.
   - Placement of the PROJECT right of way in a safe and operable condition.
   - HM MANAGEMENT ACTIVITIES related to HM-2.
   - Construction material source inspection.
   - Maintenance of the SHS within the PROJECT limits until PROJECT completion.

55. 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.

56. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

57. DISTRICT, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits by any DISTRICT PROJECT activity undertaken outside of the existing SHS right of way.
58. 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.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.

59. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

60. Relocation of CALTRANS-owned utilities. If relocation of CALTRANS-owned utilities is required for the construction of the PROJECT, DISTRICT agrees to design and construct any such relocations at no cost to CALTRANS. The design of all relocations of CALTRANS-owned utilities must be approved by CALTRANS. CALTRANS agrees to issue permits for the relocation at no cost to DISTRICT.

61. Relocation of other utilities. Relocation of utilities owned by other government agencies or public or private utility companies may be required for the construction of the PROJECT. CALTRANS agrees to exercise its authority and rights, to the extent provided for in Streets and Highways Code section 680, or as provided for in any property rights, permits, or licenses with the affected utility owner, by requiring the utility owner to design and relocate the utility as necessary for the construction of the PROJECT. In the event that the applicable utility owner is not required to bear the cost of relocation, DISTRICT will be solely responsible for all costs associated with the relocation required by the PROJECT.

**Cost: Construction Capital**

62. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

**SCHEDULE**

63. DISTRICT will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

64. 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 Alameda County.

65. 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.

66. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
67. Neither DISTRICT 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 (including payment of attorneys’ fees and costs), and save harmless DISTRICT its Board of Directors 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.

68. 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 DISTRICT and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon DISTRICT under this Agreement.

   It is understood and agreed that DISTRICT, to the extent permitted by law, will defend, indemnify (including payment of attorneys’ fees and costs), 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 DISTRICT and/or its agents under this Agreement.

69. 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.

70. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.

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

72. 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 any or all other articles or sections of this Agreement.

73. 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.

74. 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.
75. 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 General Manager of DISTRICT 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.

PARTNERS will file any civil complaints in the Superior Court of Alameda County. 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 except as limited by law.

76. If any provisions in this Agreement are found by a court of competent jurisdiction 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.

77. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.

78. 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.

79. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

80. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement.

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

BETTERMENTS - Any upgrade to an existing facility requested by CALTRANS, and agreed to by DISTRICT which will upgrade the service capacity, capability, appearance, efficiency or function of the existing CALTRANS facility, over that which was provided by the corresponding conflicting facility.

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

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

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.

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.

FTA – Federal Transit Administration

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

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 is 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) – This federal act 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.

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

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 PARTNER.

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

**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.

**QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM)** – Per NEPA assignment CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA statute and Guideline requirements.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

**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.

**SFM (State Furnished Material)** – Any materials or equipment supplied by CALTRANS.

**WORK** – All scope activities included in this Agreement.
CONTACT INFORMATION

The information provided below indicates the primary contact information 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:
Michael Nguyen, Project Manager
111 Grand Avenue
Oakland, CA 94623
Office Phone: (510) 286-5285
Email: michael_nguyen@dot.ca.gov

The primary Agreement contact person for DISTRICT is:
Mitra Moheb, Project Engineer
1600 Franklin Street
Oakland, CA 94612
Office Phone: (510) 891-5421
Email: mmoheb@actransit.org
PARTIES declare that:
1. Each party is an authorized legal entity under California state law.
2. Each party 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: [Signature]
Helena (Lenka) Culik-Caro
Deputy District Director, Design

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

By: [Signature]
David J. Armijo
General Manager

CERTIFIED AS TO FUNDS:

By: [Signature]
Kevin M. Strough
District Budget Manager

ATTEST:

By: [Signature]
Linda A. Nemeroff
District Secretary

APPROVED AS TO FORM:

By: [Signature]
Kenneth C. Scheidig
Interim General Counsel

State IQA Agreement 2012_08_15
Draft 1/3/2013
EXHIBIT A
Definition of the DOSL Project as described in the Federal Record of Decision
dated June 8 2012

The project would operate with transit priority at all signalized intersections, new passenger
stations, and a combination of mixed-flow and dedicated travel lanes throughout the alignment.
The project would also feature pedestrian amenities, landscape treatments, barrier-free, self-
service proof of payment fare collection, realtime bus arrival information, and low-floor, dual-
sided door buses.

The project would ultimately extend approximately 9.52 miles from Downtown Oakland to the
San Leandro BART Station. In downtown Oakland, at 20th Street, both eastbound and
westbound BRT operate in mixed-flow lanes between Telegraph and Broadway Avenues. At
Broadway, the alignment shifts south. Southbound and northbound BRT would operate in
mixed-flow lanes between 20th and 11th/12th Streets, with the exception of a northbound
dedicated center-running lane that provides a left-turn movement onto 20th Street for buses only.
11th and 12th Streets will operate as a one way pair with the eastbound movement on 11th Street
and the westbound movement on 12th Street. Each leg has a side-running dedicated BRT lane
from Broadway Avenue to Oak Street. Past Oak Street, the dedicated BRT lanes transition to
mixed flow lanes through the Lake Merritt area to 2nd Avenue. There would be a “bus only”
left-turn lane provided along westbound 12th Street for northbound BRT vehicles at the
intersection with 14th Street. The next segment of the route would begin at 1st Avenue, where
the southbound BRT would continue along East 12th Street and the northbound movement along
International Boulevard through 14th Avenue. Both would be accommodated in a combination
of dedicated and shared side-running BRT lanes.

With the next segment, the southbound alignment continues on East 12th street, then BRT turns
east, operating in a shared BRT lane along 14th Avenue and for one block south of the
intersection of 14th Avenue/International Boulevard. At 15th Avenue, both northbound and
southbound BRT operate in center-running dedicated BRT lanes. The route continues on
International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border. In San
Leandro, the alignment continues along Durant to Georgia Way in center-running dedicated
lanes. Beginning at Georgia Way, BRT will operate in mixed-flow lanes together with vehicular
traffic. This configuration will continue to Davis Street, where the alignment will shift west
along Davis and south again on San Leandro Boulevard, terminating at the San Leandro BART
station.