

COOPERATIVE AGREEMENT
State Independent Quality Assurance (IQA)

This Agreement, effective on June 12, 2014, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Los Angeles County Metropolitan Transportation Authority, a public corporation/entity, referred to hereinafter as LACMTA.

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 and 130.
2. For the purpose of this Agreement, the implementation of the SR-710 (North) Study will be referred to hereinafter as PROJECT.
3. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.
4. The Project under this Agreement is the same as the following PROJECT COMPONENTS:
 - Project Approval and Environmental Document (PA&ED)
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. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS developed the Tunnel Technical Studies (Cooperative Agreement No. 07-4835).
7. In this Agreement capitalized words represent defined terms and acronyms.
8. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. LACMTA is SPONSOR for 100% of PROJECT.

10. LACMTA is the only FUNDING PARTNER for this Agreement. LACMTA will fund work activities using local fund sources. -PARTNERS agree to amend this Agreement prior to the expenditure of state or federal funds.
11. LACMTA is the IMPLEMENTING AGENCY for:
 - Project Approval and Environmental Document (PA&ED)
12. LACMTA is responsible for all WORK except any other responsibilities specifically assigned to CALTRANS in this Agreement.
13. CALTRANS is the CEQA lead agency for PROJECT.
14. CALTRANS is the NEPA lead agency for PROJECT.
15. LACMTA will prepare the environmental documentation for the PROJECT.
16. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right-of-way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

SCOPE

General

17. LACMTA will perform all OBLIGATIONS in accordance with federal and California laws, 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 is in the best interest of the SHS.
19. LACMTA will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
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 activities within the SHS right-of-way without an encroachment permit issued in their name.
22. If LACMTA discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and LACMTA will notify CALTRANS 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 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.
24. 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.
25. If HM-1 or HM-2 is found during any PROJECT COMPONENT, LACMTA will immediately notify CALTRANS.
26. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, 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. LACMTA, 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. 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.
32. CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

33. LACMTA will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
34. If WORK stops for any reason, LACMTA will place PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
35. If WORK stops for any reason, LACMTA 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 LACMTA's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
36. LACMTA will furnish CALTRANS with all relevant deliverables and history files related to PROJECT facilities on the SHS within one hundred eighty (180) days following the completion of each PROJECT COMPONENT.

Environmental Permits, Approvals and Agreements

37. PARTNERS have determined that there are no environmental permits, approvals or agreements necessary for this phase of PROJECT. If PARTNERS later determine that an environmental permit, approval or agreement is necessary for this phase of PROJECT, PARTNERS will amend this Agreement to reflect the appropriate details.

Project Approval and Environmental Document (PA&ED)

California Environmental Quality Act (CEQA)

38. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
39. 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.
40. LACMTA will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
41. Any portion of the CEQA environmental documentation prepared by LACMTA, including any studies and reports, will be submitted to the CALTRANS for review, comment, and approval at appropriate stages of development prior to public availability.
42. LACMTA will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to CALTRANS for review, comment, and approval prior to publication and circulation.
43. LACMTA will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to CALTRANS for review, comment, and approval at least 10 working days prior to the public meeting date.
44. The CEQA lead agency will attend all CEQA-related public meetings.

National Environmental Policy Act (NEPA)

45. Pursuant to Chapter 3 of title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT and is responsible for NEPA compliance.
46. Any NEPA environmental documentation prepared by LACMTA will follow FHWA and CALTRANS 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) and the Standard Environmental Reference (SER available at <http://www.dot.ca.gov/ser/>).
47. LACMTA will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
48. NEPA environmental documentation prepared by LACMTA (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will be submitted to CALTRANS for review, comment, and approval prior to public availability.
49. LACMTA will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. LACMTA 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.
50. The NEPA lead agency will attend all NEPA-related public meetings.
51. If LACMTA holds a public meeting about PROJECT, LACMTA must clearly state its role in PROJECT and identify 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.

LACMTA 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 LACMTA 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.

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

52. Any PARTNER preparing 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.

COST

Cost: General

53. All costs associated with completing the PROJECT, except where otherwise noted in this agreement, are the responsibility of LACMTA including, but not limited to:
- Public meetings.
 - Environmental commitments and compliance.
 - Obtaining, implementing and renewing resource agency permits.
 - Preparing, publicizing, and circulating all CEQA and NEPA related public notices.
 - Planning, scheduling, and hosting all CEQA and NEPA related public hearings.
54. Legal challenges, awards, judgments, settlements, 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.
55. 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.
56. 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.
57. 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.
58. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

SCHEDULE

59. LACMTA will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

60. 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.
61. 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.
62. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
63. Neither LACMTA 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 LACMTA 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 and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
64. 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 LACMTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon LACMTA under this Agreement. It is understood and agreed that LACMTA, to the extent permitted by law, will 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 and assertions of liability occurring by reason of anything done or omitted to be done by LACMTA, its contractors, sub-contractors, and/or its agents under this Agreement.
65. 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.
66. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
67. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

68. 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.
69. 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.
70. 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.
71. 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 LACMTA 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.
72. 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 or in the Superior Court of the county in which PROJECT is physically located. 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.
73. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
74. 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.
75. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
76. 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.

77. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a) (1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 LACMTA must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. LACMTA agrees to include prevailing wage requirements in its contracts for public works. Work performed by its own forces is exempt from the Labor Code's Prevailing Wage requirements.

LACMTA shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY/COUNTY's contracts.

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

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 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.

CONSTRUCTION CAPITAL – 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.

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

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 the 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 to complete the PROJECT COMPONENTS in this Agreement.

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 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.
- **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.

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 efforts to complete the PROJECT COMPONENTS included in this Agreement as described by the activities in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects (previously known as the WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

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:

John K. Lee, Project Manager
100 South Main Street
Los Angeles, CA 90012

Office Phone: (213) 897-8623
Email: john_k_lee@dot.ca.gov

The primary Agreement contact person for LACMTA is:

Michelle Smith, Project Manager
One Gateway Plaza
Los Angeles, CA 90012

Office Phone: (213) 922-3057
Email: SmithMi@metro.net

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: Carrie L. Bowen
Carrie L. Bowen
District Director

CERTIFIED AS TO FUNDS:

By: Paul Kwong
Paul Kwong
District Budget Manager

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: Arthur T. Leahy
for Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: Joyce Chang
Joyce Chang
Deputy

CLOSURE STATEMENT INSTRUCTIONS

If the following questions are ALL answered "YES" then this form may be used to terminate this Agreement.

1. Did PARTNERS complete all scope, cost and schedule commitments included in this Agreement and any amendments to this Agreement?
2. Did CALTRANS accept and approve all final deliverables submitted by LACMTA?
3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this Agreement and any amendments to this Agreement were completed?
4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the Agreement?
5. Did PARTNERS complete and transmit all As-Builts and other required contract documents?

COOPERATIVE AGREEMENT CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 07-4997 and any amendments to this Agreement.

The final signature date on this document terminates Cooperative Agreement 07-4997 except survival articles.

All survival articles in Cooperative Agreement 07-4997 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LACMTA

By: _____

By: _____

Name:
District Director

Name:
Chief Executive Officer

Date: _____

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

By: _____

Name:
District Budget Manager