

**MASTER AGREEMENT FOR IMPROVEMENTS, OPERATIONS &
MAINTENANCE OF EXPRESSLANES ON I-10 AND 110**

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**MASTER AGREEMENT FOR IMPROVEMENTS, OPERATIONS, AND
MAINTENANCE OF EXPRESSLANES ON I-10 AND I-110**

This MASTER AGREEMENT, effective on _____, 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. CALTRANS and LACMTA individually referred to as PARTY and collectively referred to as PARTIES.

RECITALS

1. PARTIES, pursuant to the State Highway System per the California Streets and Highways Code sections 114, 130, 149.9 and Government Code 65086.5, are authorized to enter into this Master Agreement for Creation, Improvements, Operations, and Maintenance of ExpressLanes on Interstate 10 and Interstate 110 (collectively, EXPRESSLANES) referred to herein MASTER AGREEMENT.
2. CALTRANS and LACMTA, pursuant to California Streets and Highways Code sections 114, 130 and 149.9 which were introduced by Senate Bill 1422 and amended Assembly Bill 1381 (Perez) (August 31, 2009) and the Congestion Reduction Demonstration Agreement (April 25, 2009) entered into a Cooperative Agreement (07-4875) for the conversion of high occupancy vehicle (HOV) lanes to high occupancy toll (HOT) lanes on Interstate 10 between Alameda Street/Union Station and I-605 and Interstate 110 between 182nd Street/Artesia Transit Center and Adams Boulevard (collectively, EXPRESSLANES), and for the implementation of the congestion pricing ExpressLanes program for a demonstration period.
3. CALTRANS and LACMTA, pursuant to the above code sections, entered into an Operations and Maintenance Agreement (07-4990) on August 11, 2010, which has now expired upon completion of the demonstration period.
4. The Streets and Highways Code Section 149.9 authorizes LACMTA, with the consent of CALTRANS, to conduct, administer, and operate a value-pricing and transit development program involving high-occupancy toll (HOT) lanes on EXPRESSLANES (EXPRESSLANES PROGRAM) where LACMTA may direct and authorize the entry and use of the high-occupancy vehicle (HOV) lanes by single-occupant vehicles and those vehicles that do not meet minimum occupancy requirements, as defined by LACMTA and consented to by CALTRANS for a fee . CALTRANS shall not withhold its consent unreasonably.

5. The Streets and Highways Code (SHC) Section 149.9 requires additional agreements between LACMTA, CALTRANS, and the Department of the California Highway Patrol (CHP) that identify the respective obligations and liabilities of each party relating to the EXPRESSLANES PROGRAM and clear and concise procedures for law enforcement.
6. EXPRESSLANES utilizes dynamic value pricing and a toll collection system that consists of an Automatic Vehicle Identification System, Variable Toll Message Sign (VTMS) system, and computer systems that process and post transactions to FasTrak® customer accounts. FasTrak® is the physical tool to facilitate the operation of value pricing, which authorizes the entry and use of EXPRESSLANES by single-occupant vehicles, high-occupancy vehicles with a valid FasTrak account, or vehicles that do not meet the minimum HOV requirement in exchange for payment of a toll. All these systems, including the Violation Enforcement System that are required to operate the value pricing system and pursue violators in accordance with Sections 4770 et se. and 40050 et seq. of the Vehicle Code are together referred to as the SYSTEM which is owned and operated by LACMTA.
7. Under this MASTER AGREEMENT, PARTIES intend to define the terms and conditions under which the SYSTEM is to be operated, maintained, and implemented by LACMTA.
8. SHC Section 149.9 requires LACMTA to provide for reimbursement of CALTRANS, from revenues generated by the EXPRESSLANES PROGRAM or other funding sources that are not otherwise available to state agencies for transportation-related projects, for costs incurred in connection with the implementation or operation of the EXPRESSLANES PROGRAM, as well as maintenance of state highway system facilities in connection with the EXPRESSLANES PROGRAM.
9. Under this MASTER AGREEMENT, PARTIES intend to define the terms and conditions under which CALTRANS shall perform and LACMTA shall reimburse from toll revenues the regular and recurrent roadway maintenance and operations services as detailed in Exhibit A, including regular traffic operations services (ROADWAY OPERATIONS AND MAINTENANCE/ROADWAY O&M), on the EXPRESSLANES and State highway facilities along EXPRESSLANES.
10. SHC Section 149.9 requires LACMTA to provide for reimbursement of Caltrans from toll revenues of the costs incurred for the maintenance of state highway facilities in connection with the EXPRESSLANES PROGRAM. SHC Section 149.9 would require remaining revenues to be used for improvements within the corridor from which the revenue was generated. The projects on the EXPRESSLANES and State highway facilities along EXPRESSLANES are nominated by either CALTRANS or LACMTA, concurred by both PARTIES and hereinafter referred to as EXPRESSLANES IMPROVEMENTS.

11. SHC Section 149.9 requires the agreements to provide for reimbursement of CALTRANS from the toll revenues, for the costs of maintenance of state highway facilities in connection with the EXPRESSLANES PROGRAM and would require remaining revenues to be used for improvements to the transportation corridor from which the revenue was generated. Per LACMTA Board of Directors action dated October 22, 2015, LACMTA intends to reserve at least 20% of the remaining toll revenues of the EXPRESSLANES PROGRAM, after reserving funds for ROADWAY O&M and EXPRESSLANES IMPROVEMENTS. These projects are nominated by CALTRANS, concurred by LACMTA, hereinafter referred to as NON-EXPRESSLANES IMPROVEMENTS.
12. Under this MASTER AGREEMENT, PARTIES intend to define the terms and conditions under which EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS projects identified in Exhibits B & C respectively, are developed and implemented by CALTRANS and reimbursed by LACMTA using toll revenues of the EXPRESSLANES PROGRAM.
13. The intention of PARTIES in executing MASTER AGREEMENT is to define the terms and conditions under which projects identified in Exhibits B & C are developed, constructed and financed without executing separate cooperative agreements for each.
14. However, PARTIES may execute supplemental agreements (SUPPLEMENTAL AGREEMENTS) to define the responsibilities and obligations not addressed in the MASTER AGREEMENT, to develop, construct and finance specific projects identified in Exhibits B and C.
15. The following documents are attached to, and made an express part of this MASTER AGREEMENT herein:

- Exhibit A – ROADWAY MAINTENANCE AND OPERATIONS - Service Plan and associated estimated unit costs for regular and recurring operations and maintenance improvements for EXPRESSLANES.
 - Exhibit B – EXPRESSLANES IMPROVEMENTS - List of projects and their corresponding project description, project component(s), planned completion date, estimated project costs, CEQA/NEPA lead agency, and effective date concurred to by LACMTA.
 - Exhibit C – NON-EXPRESSLANES IMPROVEMENTS - List of projects and their corresponding project description, project component(s), planned completion date, estimated project costs, CEQA/NEPA lead agency, and effective date concurred to by LACMTA.
 - Exhibit D – SAMPLE PROJECT DESCRIPTION
16. CALTRANS and LACMTA will jointly execute new Exhibits each time the funding or details of the maintenance, operations, and improvements effort change. The amendment of the Exhibits will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed amendment of Exhibit A supersedes any previous Exhibit A created for this MASTER AGREEMENT. The most current fully executed Exhibit B supersedes any previous Exhibit B created for this MASTER AGREEMENT. The most current fully executed Exhibit C supersedes any previous Exhibit C created for this MASTER AGREEMENT.

17. Upon execution of this MASTER AGREEMENT, Caltrans will be authorized to begin work on the – EXPRESSLANES IMPROVEMENTS and NON EXPRESSLANE listed on Exhibit B & C respectively where a Project Description, as defined below, is executed by the PARTIES. Where Caltrans implements the work, LACMTA shall reimburse Caltrans for the cost of such EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS up to the authorized amount listed on Exhibit B & C respectively. After execution of this MASTER AGREEMENT, the parties can add new projects to Exhibit B & C as follows: the party requesting to implement a new EXPRESSLANES IMPROVEMENTS and NON- EXPRESSLANES IMPROVEMENTS will complete a Project Description, as defined below, and submit to the other party for concurrence and signature. Once a project has a Project Description which is authorized and signed by both parties, then the implementing party will be authorized to begin work on the Project and where Caltrans implements the work, LACMTA shall reimburse Caltrans for the cost of such Approved EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS up to the authorized amount listed on the Project Description. Once a year, Exhibit B & C will be updated to add or revise all EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS with a Project Description that was agreed by both parties during the prior year. “Project Description” means a document, in the sample form attached as Exhibit D to this MASTER AGREEMENT, to be completed by the party nominating the project which will include a description of the proposed project, the scope of work, work schedule, funding plan and any other details necessary for the other party to agree upon the proposed project. Projects are subject to LACMTA Board concurrence. Once a Project Description is agreed and signed by both parties, the nominating party can begin implementing the project and if Caltrans is the nominating party, the project costs will be eligible for reimbursement under the Agreement.
18. Replacement of the Exhibits will not require an amendment to the body of this MASTER AGREEMENT unless the funding and effort responsibilities assigned to each of the parties in the MASTER AGREEMENT require it. Any reference to a particular Exhibit in the MASTER AGREEMENT is deemed to be a reference to the then current Exhibit.
19. For the purpose of this MASTER AGREEMENT, any project identified in Exhibit B and Exhibit C under this MASTER AGREEMENT will be referred to hereinafter as PROJECT. The descriptions shown in Exhibits B and C only serves to identify the PROJECT. The PROJECT scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual (PDPM).

20. All obligations and responsibilities covered in this MASTER AGREEMENT to complete the PROJECT COMPONENT(S) of projects identified in Exhibits B and C will be referred to hereinafter as WORK.

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, schedule, and potential funding sources.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT OF WAY Capital) and the cost of the staff work in support of the acquisition (RIGHT OF WAY Support).

CONSTRUCTION work includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION Capital) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION Support).

21. The term MASTER AGREEMENT includes this document, any attachments, exhibits, SUPPLEMENTAL AGREEMENTS and amendments.

This MASTER AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this MASTER AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this MASTER AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this MASTER AGREEMENT.

If any provisions in this MASTER 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 MASTER AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this MASTER AGREEMENT.

Except as otherwise provided in the MASTER AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this MASTER AGREEMENT.

PARTIES will review this MASTER AGREEMENT at least once every five (5) years and may revise it as necessary.

In order to terminate the MASTER AGREEMENT for each PROJECT identified in Exhibits B and C, PARTIES shall execute an individual PROJECT CLOSURE STATEMENT identifying the PROJECT that needs to be closed out.

The PROJECT CLOSURE STATEMENT will not be signed until there is a final disbursement of funds, all audit and reporting requirements are met, and the WORK for that PROJECT is completed. 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 or expire by the statute of limitations.

22. In this MASTER AGREEMENT, capitalized words represent defined terms, initialisms, or acronyms.
23. All sections of this MASTER AGREEMENT including Recitals and Responsibilities are legally enforceable.

PARTIES hereby set forth the terms, covenants, and conditions of this MASTER AGREEMENT.

RESPONSIBILITIES

OPERATIONS AND MAINTENANCE

24. LACMTA to implement the SYSTEM, that includes the implementation of the FasTrak® toll collection system and to administer a value pricing program, with concurrence from CALTRANS, for EXPRESSLANES at no cost to CALTRANS including: (a) operations and maintenance for any devices installed by LACMTA, or its authorized agent(s), exclusively needed for the Toll Collection System; (b) establishing value pricing program business rules and account policies, including setting the amount of the FasTrak® fees; (c) collecting fees from FasTrak® customers in accordance with the business rules and account policies; and (d) shall conform with applicable State and federal laws and policies.
25. CALTRANS shall perform and LACMTA shall reimburse from toll revenues of the EXPRESSLANES PROGRAM, as per the terms of this MASTER AGREEMENT, for ROADWAY O&M which includes regular and recurrent roadway maintenance and operation services as estimated in Exhibit A, including regular traffic operations services.
26. Exhibit A details the mutually agreed Estimated Annual Maintenance Cost and Workplan for the ROADWAY O&M activities described therein.
27. The details regarding the funding and distribution of effort for ROADWAY O&M have been identified in Exhibit A.
28. The funding provided in Exhibit A are just the estimates and if they are insufficient to complete ROADWAY O&M, CALTRANS will promptly notify LACMTA. PARTIES shall work together to identify and implement cost control measures.
29. CALTRANS shall schedule any ROADWAY O&M services to occur on Sunday mornings, except for safety related activities and traffic investigations that may require immediate services.
30. CALTRANS will invoice and LACMTA will reimburse quarterly for the actual costs of ROADWAY O&M.
31. CALTRANS to submit to LACMTA an updated Exhibit A for ROADWAY O&M proposed for the next fiscal year, on an annual basis at least one hundred (100) days prior to the start of each fiscal year.

32. LACMTA designates CALTRANS to provide EXPRESSLANES and ROADWAY Maintenance and operational activities. Operational activities are outlined in the Traffic Incident Management Plan (TIMP) including TIMP monthly coordination meetings, and LACMTA shall be billed and shall reimburse CALTRANS for actual costs.
33. It is mutually agreed the cost of Roadway Maintenance and Operation will be reimbursed at 100% of actual costs.
34. In the event of damage to or destruction of SYSTEM and Toll Collection System on the EXPRESSLANES, LACMTA shall have responsibility for repair and replacement.
35. If channelizers are employed in the operation of EXPRESSLANES, CALTRANS Maintenance will monitor the EXPRESSLANES and pick up loose/displaced channelizers from the roadway periodically. LACMTA shall pay for all material and labor, for the installation and replacement of channelizers on a continual basis by LACMTA's contractors.
36. It is mutually agreed that upgrades for amenities and services within the CALTRANS communications system, including but not limited to permanent power solutions, permanent HVAC solutions, and upgrade security access at the two communication hub buildings (Norwalk and San Gabriel Valley) are needed. Maintenance and any cost sharing responsibilities of the communications system will be detailed in a separate agreement.

EXPRESSLANES IMPROVEMENTS AND NON-EXPRESSLANES IMPROVEMENTS

Sponsorship

37. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this MASTER AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

38. LACMTA is the SPONSOR for the EXPRESSLANES IMPROVEMENTS.
39. CALTRANS is the SPONSOR for the NON-EXPRESSLANES IMPROVEMENTS.

Implementing Agency

- 40. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
- 41. CALTRANS is the IMPLEMENTING AGENCY for the WORK at LACMTA costs.
- 42. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT.

Funding

- 43. PARTIES will establish the “not to exceed” programed toll revenue funds to-fulfill for each PROJECT, as identified in Exhibits B and C under this MASTER AGREEMENT.
- 44. CALTRANS will not be reimbursed for costs beyond the funds obligated in the Exhibits of the MASTER AGREEMENT. Any funds expended by CALTRANS prior to the EFFECTIVE DATE as identified in Exhibits B and C of this MASTER AGREEMENT, except as provided for herein, shall not be reimbursed without prior written consent of LACMTA and shall be spent at CALTRANS’ own risk.
- 45. WORK costs, except those that are specifically identified to be excluded in this MASTER AGREEMENT, are to be paid from the funds obligated in Exhibits B and C under this MASTER AGREEMENT. Costs that are specifically excluded from the funds obligated in this MASTER AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this MASTER AGREEMENT.
- 46. If there are insufficient funds available in this MASTER AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, CALTRANS will fund these activities until such time as PARTIES amend this MASTER AGREEMENT. That CALTRANS may request reimbursement for these costs during the amendment process.
- 47. If there are insufficient funds in this MASTER AGREEMENT to implement the obligations and responsibilities of this MASTER AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this MASTER AGREEMENT.

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

ICRP Rate

48. 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 administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

CEQA/NEPA Lead Agency

49. It is the responsibility of the CEQA/NEPA lead agency to interpret and determine the applicability of the various laws and requirements associated with protection of the human and natural environment.
50. CALTRANS will serve as the NEPA lead agency in accordance with federal law and through consultation with any involved federal agency or with an agency which has been assigned NEPA lead agency status by a federal agency.
51. PARTIES will determine who will carry out CEQA lead agency responsibilities in accordance with the PARTIES standards and policies in effect at the time.
52. PARTIES will identify the CEQA and NEPA lead agency in appropriate Exhibits B or C in which the PROJECT is listed.

Project Initiation Document (PID)

53. CALTRANS is responsible for all PID WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under a SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.

Environmental Permits, Approvals and Agreements

54. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this MASTER AGREEMENT.
55. The required permits will be identified in the PROJECT environmental document.

56. Unless otherwise assigned in a SUPPLEMENTAL AGREEMENT, CALTRANS is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

Project Approval and Environmental Document (PA&ED)

57. CALTRANS is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under a SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.
58. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

59. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
60. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
61. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
62. The CEQA Lead Agency will attend all CEQA-related public meetings.

63. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency 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 public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least five (5) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

64. 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. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

65. Any PARTY involved in the preparation of NEPA documentation 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 CALTRANS Standard Environmental Reference.

66. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
67. CALTRANS will prepare, publicize, and circulate all NEPA-related public notices. CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
68. The NEPA Lead Agency will attend all NEPA-related public meetings.
69. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

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

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

70. CALTRANS is responsible for all PS&E WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under a SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.
71. If funding is not provided for RIGHT-OF-WAY components of PROJECT, then the PROJECT cannot be advertised and awarded for CONSTRUCTION since the completion of necessary RIGHT-OF-WAY activities is required to proceed with the CONSTRUCTION phase.
72. CALTRANS will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

73. CALTRANS will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
74. If the WORK identified in Exhibits B and C under this MASTER AGREEMENT does not include CONSTRUCTION component, then PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents "Ready to List" (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement.

LACMTA will ensure that any consultant involved in the preparation of the PS&E package will remain available to address all comments generated during the performance of the Final District PS&E Package and Contract Bid Documents "Ready to List" activities.

RIGHT-OF-WAY

75. CALTRANS is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under a SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.
76. If funding is not provided for PS&E component for PROJECT, then the PROJECT cannot be advertised and awarded for CONSTRUCTION without completing the necessary PS&E activities.
77. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.
78. CALTRANS will provide Right of Way Certification prior to PROJECT advertisement.
79. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
80. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

81. CALTRANS is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.
82. The PROJECT cannot be advertised and awarded for CONSTRUCTION without obtaining the physical and legal possession of the right-of-way and right-of-way certification has been issued by CALTRANS.
83. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
84. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days, CALTRANS will not award the construction contract.
85. CALTRANS will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$500,000.
86. Prior to CONSTRUCTION, CALTRANS and LACMTA will develop and execute a new or amended maintenance agreement if required in Exhibits B and C under this MASTER AGREEMENT.

87. Upon completion of WORK, ownership to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System right-of-way as part WORK become the property of CALTRANS. Any materials and equipment constructed or installed for the operations and/or maintenance of SYSTEM shall become the property of LACMTA.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the State Highway System right-of-way.

Schedule

88. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

89. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide (WSG) which defines WORK BREAKDOWN STRUCTURE (WBS) – WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail constituting each PROJECT COMPONENT.
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual

Qualifications

90. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
91. CALTRANS shall allocate to the maintenance services to be provided under this MASTER AGREEMENT, qualified staff and adequate equipment and shall deliver to LACMTA any information reasonably requested by LACMTA to verify that CALTRANS has sufficient equipment, personnel and other resources to satisfy its obligations hereunder. CALTRANS will staff a maintenance supervisor or equivalent designee to be responsible for coordinating Maintenance Services and assuring quality control, at no cost to LACMTA.

Encroachment Permits

92. CALTRANS will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

93. LACMTA and their contractors shall apply for necessary encroachment permits(s) for required toll collection system or vehicle enforcement system work within CALTRANS highway right-of-way, in accordance with CALTRANS's standard permit procedures. Permits will be issued at no charge to LACMTA, or its authorized agent(s), unless an inspection is required, then a fee will be charged based on job type, length of work, traffic closure, and so forth. STATE will endeavor to issue encroachment permits within 30 days following receipt of an acceptable application.
94. CALTRANS shall provide a qualified CALTRANS representative who shall have the authority to accept or reject work and materials, or to order any actions needed for public safety or the preservation of property, and to assure compliance with all the Encroachment Permit(s) issued to LACMTA and/or to LACMTA's authorized agent(s).

Protected Resources

95. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

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

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

97. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

98. OPERATIONAL DATA generated by CALTRANS and LACMTA, or its authorized agent(s), shall be made available upon request by either party to this MASTER AGREEMENT within thirty (30) days. LACMTA, or its authorized agent(s), will abide by the EXPRESSLANES Privacy Policy and all applicable laws to ensure that account holder personal information will not be disclosed.
- a. CALTRANS and LACMTA receive no warranty regarding provided data, whether express or implied, and all warranties of merchantability and fitness of provided data for any particular purpose are expressly disclaimed.
 - b. CALTRANS and LACMTA make no warranty that the data provided will be free of errors, and that the provided data is on and as is and with all faults basis.
 - c. CALTRANS and LACMTA will not license or distribute any shared data to any parties not included in this MASTER AGREEMENT, without the written consent of the other party, except for purposes of the National Evaluation required by USDOT.

Hazardous Materials

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

HM-2 is 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 the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

100. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
101. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
- CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this MASTER AGREEMENT.

102. For pre-CONSTRUCTION component, PARTIES agree to avoid any parcel(s) containing HM-1 within PROJECT limits and outside the existing State Highway System right-of-way. If such parcel(s) are deemed unavoidable in accordance with CALTRANS policy, LACMTA will notify the appropriate regulatory agency to report the presence of HM-1 to facilitate parcel remediation/cleanup. Responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. PARTIES will meet and discuss potential impacts to PROJECT cost, scope and schedule.
103. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right of way during the CONSTRUCTION component, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. CALTRANS will notify the appropriate regulatory agency to report the presence of HM-1. PARTIES will meet and discuss potential impacts to PROJECT cost, scope and schedule.
104. The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this MASTER AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
105. CALTRANS is responsible for HM-2 MANAGEMENT within the PROJECT limits.
106. 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.

Claims

107. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
108. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this MASTER AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

Accounting and Audits

109. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK 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.

110. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this MASTER AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

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

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and LACMTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

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

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

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this MASTER AGREEMENT.

112. On a fiscal year annual basis, LACMTA will provide CALTRANS with EXPRESSLANES revenue and expenditures reports. Standard reports will be developed by LACMTA or its authorized agent(s) to measure FasTrak® revenues and expenditures.

The reports shall be in a format approved by CALTRANS in conformance with USDOT Reporting Requirements and herein referred to as EXPRESSLANES Revenue and Expenditure Report.

Interruption of Work

- 113. If WORK stops for any reason, each PARTY will continue to implement the obligations of this MASTER AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.
- 114. Upon the termination of the EXPRESSLANES PROGRAM, CALTRANS shall use funds from revenues generated by EXPRESSLANES to restore EXPRESSLANES to conditions acceptable to CALTRANS, within eighteen (18) months after termination, unless otherwise modified by mutual agreement of both CALTRANS and LACMTA. In the event there are insufficient revenues, LACMTA, in cooperation with CALTRANS, shall secure funding from other sources.

Penalties, Judgments and Settlements

- 115. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this MASTER AGREEMENT.
- 116. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this MASTER AGREEMENT.
- 117. Fines, interest, or penalties against a PARTY will not be considered costs eligible for reimbursement from the PROJECT. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will be responsible to pay such costs and will indemnify and hold all other PARTIES harmless per the terms of this MASTER AGREEMENT.

Environmental Compliance

- 118. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this MASTER AGREEMENT to include completion of those additional tasks.

Lane Closures

- 119. Notwithstanding other provisions in this MASTER AGREEMENT, when necessary, CALTRANS may close EXPRESSLANES and/or open EXPRESSLANES to general-purpose traffic for incident management, or emergency response in accordance with established rules, guidelines and criteria in accordance with the approved Traffic Incident Management Plan (TIMP) developed for EXPRESSLANES. In such event, LACMTA shall adjust its VTMS signs upon receipt of the proper notification from CALTRANS to reflect the special operating configuration of the lanes.

120. CALTRANS may close EXPRESSLANES and/or open EXPRESSLANES to general-purpose traffic for construction purposes and maintenance purposes in accordance with terms of this MASTER AGREEMENT. In such event, CALTRANS shall notify LACMTA **two (2) weeks** in advance of such occurrences. In such event, LACMTA shall adjust its VTMS signs to reflect the special operating configuration of the lanes.
121. CALTRANS shall not close the EXPRESSLANES during peak hours without meeting and conferring with LACMTA prior thereto, and CALTRANS shall provide at least three (3) months prior written notice to LACMTA in the event any CALTRANS activity in a portion of the EXPRESSLANES CORRIDOR requires a partial or full closure of the EXPRESSLANES for longer than 24 hours, except as to those closures for incident management, or emergency response which are not anticipated by CALTRANS prior to the inception of the event causing such closure.

Operations of Toll Facility

122. LACMTA shall provide CALTRANS upon request with available operational data related to the Toll Facility, including, but not limited to; traffic volumes, occupancy data including average vehicle occupancy, and changeable message board data (“OPERATIONAL DATA”) for use in state-wide reports and engineering studies.

Public Safety and Policing

123. No Right to Toll Facility Customer Information. LACMTA shall not provide CALTRANS with any independent right to any personally identifiable information (PII) customer information regarding the use of toll facility other than general anonymized statistical data. ↘

Compliance with Laws

124. LACMTA shall follow all applicable traffic enforcement laws and regulations and both Parties shall comply with all applicable privacy laws with respect to customer information.

Airspace Reserve

125. Airspace over or under any portion of the Toll Facility is hereby expressly reserved to CALTRANS, with the exception of toll collection equipment, gantries and toll enforcement equipment, any ExpressLanes traffic control devices, ITS equipment, and sensors.

Communications

126. The term COMMUNICATIONS MATERIALS, as used herein, include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage.
127. CALTRANS shall coordinate with LACMTA regarding all COMMUNICATIONS MATERIALS proposed to be used by CALTRANS for advertising or public relations purposes prior to publication. CALTRANS shall not allow LACMTA related copy to be published in CALTRANS' advertisements and public relations programs without prior coordination with LACMTA.
128. CALTRANS shall ensure that all COMMUNICATIONS MATERIALS contain recognition of LACMTA's and Metro EXPRESSLANES PROGRAM contribution to ROADWAY O&M, EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS as more particularly set forth in the then current "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Project Manager.
129. In addition to complying with the above, CALTRANS shall:
 - a. include prominently/in the lead, at a minimum, recognition of Metro EXPRESSLANES PROGRAM contribution to the maintenance and projects on literature, marketing brochures, newsletters, invitations and other communication materials by including the phrase in the likes of "This project was partially funded by Metro EXPRESSLANES PROGRAM."
 - b. include in any Joint Agency press release, at a minimum, a recognition of Metro EXPRESSLANES PROGRAM contribution to the projects by including the phrase in the likes of "This project was funded by Metro EXPRESSLANES PROGRAM."
 - c. notify the LACMTA Project Manager of all planned press events, ribbon cuttings, groundbreakings, and all other public and/or press events related to the projects at a minimum thirty (30) days before such events take place to allow LACMTA to participate in such events, at LACMTA's sole discretion.
 - d. prominently display the following phrase on all signage for project structures, facilities, and construction sites: "This project made possible by Metro [Metro logo] and Metro EXPRESSLANES PROGRAM [Metro EXPRESSLANES PROGRAM logo]"
 - e. request the most current Metro logo and the most current Metro EXPRESSLANES PROGRAM logo from the LACMTA Project Manager when creating any and all communications materials containing the Metro logo and Metro EXPRESSLANES PROGRAM logo.

130. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.
131. CALTRANS shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce COMMUNICATIONS MATERIALS for public and external purposes will comply with the requirements contained in this Section.
132. The LACMTA Project Manager shall be responsible for monitoring CALTRANS compliance with the terms and conditions of this Section. CALTRANS failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

GENERAL CONDITIONS

Venue

133. PARTIES understand that this MASTER AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This MASTER AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this MASTER 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 MASTER AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

134. All CALTRANS' obligations under this MASTER 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.
135. All LACMTA's obligations under this MASTER AGREEMENT are subject to the approval of the allocations of resources to the EXPRESSLANES in the annual document that shows the EXPRESSLANES toll revenues, identifies the budget for the administration of the EXPRESSLANES PROGRAM and various maintenance and project expenses that are to be funded by EXPRESSLANES toll revenues including but not limited to ROADWAY O&M, EXPRESSLANES IMPROVEMENTS, and NON-EXPRESSLANES IMPROVEMENTS for the next fiscal year and the various projects to be implemented by CALTRANS and other local agencies within the corridor (EXPENDITURE PLAN) by the LACMTA Board of Directors.

136. CALTRANS retains the right to protect public safety, preserve property rights, and ensure that all projects on the State Highway System are in the best interest of the system, as determined by CALTRANS.

Indemnification

137. Neither CALTRANS nor any of their officers and employees, are 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 MASTER AGREEMENT. It is understood and agreed that LACMTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their 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 MASTER AGREEMENT.
138. Neither LACMTA nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this MASTER AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless LACMTA and all of their 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, its contractors, sub-contractors, and/or its agents under this MASTER AGREEMENT.

Non-parties

139. PARTIES do not intend this MASTER AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this MASTER AGREEMENT. PARTIES do not intend this MASTER AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
140. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this MASTER AGREEMENT without an amendment to this MASTER AGREEMENT.

Ambiguity and Performance

141. Both PARTIES have actively participated in the drafting of this MASTER AGREEMENT. Any ambiguity contained in this MASTER AGREEMENT will not be interpreted against either PARTY. The PARTIES waive the provisions of California Civil Code section 1654.

A waiver of a PARTY’s performance under this MASTER AGREEMENT will not constitute a continuous waiver of any other provision nor would it constitute a waiver of future performance.

142. 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.

Defaults

143. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

144. A default under this MASTER AGREEMENT is defined as any one or more of the following: (i) CALTRANS fails to comply with the terms and conditions contained herein; (ii) CALTRANS fails to perform satisfactorily or makes a material change, as determined by LACMTA as its sole discretion, to Exhibits B and C or the WORK scope without LACMTA’s prior written consent or approval as provided herein; or (iii) CALTRANS is consistently responsible for being behind schedule in meeting milestones or in delivering the WORK.

Dispute Resolution

145. PARTIES will first attempt to resolve MASTER AGREEMENT disputes at the PROJECT team level. On January 21, 2020, both PARTIES entered into a Partnering Agreement. PARTIES shall adhere to the conflict resolution process as outlined in the Partnering Agreement. If they cannot resolve the dispute themselves, the CALTRANS District 7 Director and the Chief Executive Officer of LACMTA or his designee will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this MASTER AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

146. The remedies described herein are non-exclusive. In addition to the above remedies specified herein, the parties shall each have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

Prevailing Wage

147. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY’s own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY’s employees is exempt from federal prevailing wage requirements.

INVOICE AND PAYMENT

148. LACMTA will pay invoiced amount within forty-five (45) calendar days of receipt of the invoice unless LACMTA is paying with Electronic Funds Transfer (EFT). When paying with EFT, LACMTA will pay the invoiced amount within thirty (30) business days of receipt of the invoice.
149. If LACMTA has received EFT certification from CALTRANS, then LACMTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
150. CALTRANS will invoice and LACMTA will reimburse monthly for actual costs of work performed in the EXPRESSLANES IMPROVEMENTS up to the amount against the respective WORK as shown in Exhibit B.

151. CALTRANS will invoice and LACMTA will reimburse monthly for actual costs of work performed in the NON-EXPRESSLANES IMPROVEMENTS up to the amount against the respective WORK, as shown in Exhibit C.
152. The toll revenue funds for each EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS shall be paid on a reimbursement basis, with all reporting, invoicing, auditing and general terms of funding under this agreement for WORK as follows:
- a. CALTRANS shall provide LACMTA with written notice when 25%, 50%, and 80% of the funds have been expended for EXPRESSLANES IMPROVEMENTS.
 - b. Reimbursement of WORK costs shall be paid on a monthly basis as follows: The amount of the payment by LACMTA is subject to the provisions herein below.
 - i. Any toll revenue funds expended by CALTRANS prior to the EFFECTIVE DATE identified in Exhibits B and C under this MASTER AGREEMENT for the specific WORK, except as provided for herein, shall not be reimbursed without the prior written consent of LACMTA.
 - ii. CALTRANS must demonstrate timely use of the toll revenue funds by:
 1. Meeting the most current approved planned completion date, agreed to by CALTRANS and LACMTA; and
 2. Submitting the MONTHLY EXPENSE/PROGRESS REPORT for each project using the format shown in REPORTING AND EXPENDITURE GUIDELINES (attached to MASTER AGREEMENT herein) within fifteen (15) days following the month for which the report is due. LACMTA will not reimburse CALTRANS until the completed required reports are received and approved.
 3. Begin expenditure of funds within one year of approval to avoid potential lapsing of funds.

SIGNATURES

PARTIES are authorized to enter into this MASTER AGREEMENT and have delegated to the undersigned the authority to execute this MASTER AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this MASTER AGREEMENT.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

Gloria Roberts
Acting D7 District Director

Stephanie N. Wiggins
Chief Executive Officer

VERIFICATION OF FUNDS AND
AUTHORITY:

APPROVED AS TO FORM:
Dawyn R. Harrison
County Counsel

Vickie Murphy District Budget Manager

APPROVED AS TO FORM AND
PROCEDURE:

By: Deputy

Meera Danday
Deputy Attorney

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

Darwin Salmos
HQ Accounting Supervisor

PROJECT CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this MASTER AGREEMENT and any amendments to this MASTER AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this MASTER AGREEMENT and any amendments to this MASTER AGREEMENT were completed?

YES / NO

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 MASTER AGREEMENT?

YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this MASTER AGREEMENT.

SAMPLE PROJECT CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 07-5092 for PROJECT (EA XXXXX) and any amendments to the agreement. The final signature date on this document formally concludes responsibility for PROJECT under agreement 07-5092) except survival articles. All survival articles in agreement 07-5092 for PROJECT (EA XXXXX) will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

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

Name
District Director

Date

CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES

Name
District Budget Manager

Date

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Name
Chief Executive Officer

Date

REPORTING AND EXPENDITURE GUIDELINES

Reporting Procedures

1. The Monthly Expense & Progress Report documents all WORK related activities and expenditures in any month. CALTRANS shall diligently complete all information requested on the form. Clear and detailed explanation must be included where necessary to explain lack of activity, delays, and other special and/or out of ordinary circumstances.
2. Monthly Expense & Progress Reports are to be submitted to LACMTA by the 15th of each month.
3. Upon completion of the WORK, CALTRANS shall submit a final report that will include the WORK's final evaluation.
4. If no WORK activity has occurred during a particular quarter, CALTRANS will still submit the Monthly Progress Report documenting the reason for no activity. The report shall be sent to the LACMTA Executive Officer on the COVER SHEET of this MASTER AGREEMENT.

Expenditure Guidelines

5. Any activity or expense above and beyond the scope of work required to complete PROJECT COMPONENT as defined in the CALTRANS Workplan Standards Guide is considered ineligible.
6. Administrative cost (personnel, office supplies, and equipment) is defined as the on-going expense incurred by CALTRANS for the duration and direct benefit of the PROJECT. As a condition of eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting, and budgeting of the PROJECT. Additionally, expenses must be reasonable and appropriate to the activities related to the PROJECT.

Definitions

7. Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary (including the remediation of hazardous materials encountered in the course of Project completion), and consistent with established CALTRANS practices.

8. Excessive Cost: Any expense proven “excessive” by LACMTA staff will be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register OMB Circulars A-87 Cost principals for State and Local Governments, and A-122 Cost Principals for Non-Profit Organizations.
9. Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

SECTION II: MONTHLY EXPENSE REPORT

	Toll Revenue Funds \$	Total \$
This Month Expenditure - Caltrans		
This Month Expenditure - Consultants		
Total Funds Expended this Month (Caltrans and Consultants)		
Total Funds Expended to Date (Caltrans and Consultants)		
Total Project Budget		
Balance		

Percent of Project Completed	
-------------------------------------	--

SECTION III: QUARTERLY PROGRESS REPORT

Please note that letters or other forms of documentation may not be substituted for this form.

DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the MASTER AGREEMENT, with start and end dates. Calculate the total project duration. If start and/or end dates change from those stated in the MASTER AGREEMENT, indicate the new dates and re-calculate the project duration. **DO NOT CHANGE THE ORIGINAL MILESTONE START AND END DATES; EXCEPT** the original milestone date for Ready To List (RTL) may be revised after the completion of PA&ED; and, the original milestone date for Construction Contract Acceptance (CCA) may be revised after award of the construction contract.

Milestone	Original Schedule		Revised Schedule		Actual Schedule	
	Start Date Per Scope Of Work	End Date Per Scope Of Work	Start Date	End Date	Start Date	End Date
Total Project Duration (days)						
Project Delay (%) (If applicable)	a. $[(\text{Revised Duration} - \text{Original Duration}) / \text{Original Duration}] \times 100 = \text{_____}\%$ b. $[(\text{Actual Duration} - \text{Original Duration}) / \text{Original Duration}] \times 100 = \text{_____}\%$					

A. Based on the comparison of the original and actual project milestone schedules above, project

is (select only one):

- On schedule per original scope Up to 30% behind original schedule
 Between 31%-60% behind original schedule More than 60% behind original schedule

B. Was the project design started within 6 months of the date originally stated in the MASTER AGREEMENT?

- Yes No Not Applicable

C. Was a construction contract awarded within 9 months after completion of design?

- Yes No Not Applicable

D. If the project is 60%+ behind schedule, check one of the following reasons for the delay. Section 3 below should be used to provide more detail as needed.

- LACMTA-Requested Delay (attach documentation) Lawsuit or Litigation
 Other Agency Delay (attach documentation) Natural Disasters/Acts of God
 Other

Explain _____

1. STATUS REPORT

Describe tasks accomplished this quarter based on the approved schedule of deliverables.

2. PROBLEMS

Describe problem areas (this quarter only) and how they have been/will be resolved. Pay particular attention to schedule delays.

3. ACTION ITEMS FOR NEXT QUARTER

If project is delayed, include appropriate action items to get project back on schedule or to avoid further delays.

EXHIBIT A

Estimated Maintenance Annual Budget

Category/Family	Frequency	Maintenance Activities for ExpressLanes	Caltrans Effort		Unit Costs
			Estimated Hours/Year	Estimated Costs	Hourly/Rate
Work for Others A Family		Flexible Pavement	100	\$15,000	\$150
Routine Inspection (multi-purpose inspection) Complaint Investigation Pothole patching Crack Sealing	Weekly As Needed As Needed As Needed				
Work for Others B Family		Rigid Pavement	100	\$15,000	\$150
Routine Inspection (multi-purpose inspection) Complaint Investigation	Weekly As Needed				
Work for Others C Family		Ditches, Channels, Drainage	720	\$76,000	\$106

Routine Inspection Complaint Investigation Drainage Clean-out Fence/ Glare Screen	Weekly As Needed As Needed As Needed				
Work for Others D Family		Sweeping, Litter and Graffiti Removal	1400	\$125,000	\$89
Routine Inspection Debris/Litter/Graffiti Complaint Investigation Debris/Litter/Graffiti Removal Roadway Sweeping Illegal Sign Removal Roadway debris clearing after incident	Weekly As Needed As Needed Monthly As Needed As Needed				
Work for Others E Family		Landscaping	860	\$76,000	\$88
Restore shoulder landscaping	As Needed				
Work for Others F Family		Storm Water Management Program	50	\$9,000	\$180
Storm water drainage inspection Storm water drain cleaning	As Needed As Needed				
Work for Others H Family		Bridge	2000	\$129,000	\$65

Structural Inspection	As Needed				
Structural Repair	As Needed				
Paint Inspection	As Needed				
Paint Repair	As Needed				
Deck Spall Repair	As Needed				
Joint Seals Cleaning/ Repair	As Needed				
Work for Others K Family		Signals and Lightings	650	\$219,000	\$337
Routine Highway Lighting Inspection (at night)	Weekly				
Lighting Complaint Investigation	As Needed				
Highway Lighting Repairs	As Needed				
Loop Detectors – Existing	As Needed				
Work for Others M Family		Striping and Signs	4150	\$356,000	\$86
Routine Inspection	Weekly				
Spot Re-striping of EXPRESSLANES	As Needed				
Routine Sign Panel and Structure Inspection	Weekly				
Sign Panel/Structure Complaint Investigation	As Needed				
Sign Panel/Structure Repair/Replacement (includes New Panels on Existing Sign Structures)	As Needed				
Guardrail Complaint Investigation	Weekly				
Guardrail Repair/Replacement	As Needed				
Routine Barrier Inspection	As Needed				
Barrier Complaint Investigation	As Needed				
Barrier Repair/Replacement	As Needed				

Stencils Repair/ Replacement Raised/Pavement Markers Crash Cushions (Attenuators)					
Work for Others S Family		Storm Patrol, Flood Control	24	\$5,000	\$208
		Meetings: One meeting per month plus additional as-needed, average of 2 Caltrans Division of Maintenance staff participating, each 3 hrs. per meeting: 2x3x12=72 hrs. per year)	72	\$15,000	TBD
		Other Future Needs to Be Determined (TBD)			
		Emergency Response*		TBD	
		On-Call Maintenance		TBD	

		Permanent Repair		TBD	
		Reporting		TBD	
		Annual hours/ Without “Other Future Needs (TBD)”	10,386		
		Estimated Total Annual Cost Without” Other Future Needs (TBD)”		\$1,040,000	
		Yearly Escalation Percentage 5%			

EXHIBIT B

EXPRESSLANES IMPROVEMENTS

Date:

Page 1

EA PPNO CO-Route PM SPONSOR ¹ IMPLEMENTING AGENCY ²	Description	Project Component(s) - Planned Completion Date	Total Estimated Cost (x\$1000)	CEQA/ NEPA Lead Agency ³	Maintenance Agreement Required (1. Not Needed 2. New 3. Amend)	Total Toll Revenues ⁴ Programmed (x\$1000)	Date Project Added, Amended, or Supplemented	Effective Date	Separate Agreement Required (Y/N)

1. LACMTA must be the SPONSOR.
 2. CALTRANS must be the IMPLEMENTING AGENCY.
 3. CALTRANS must be the CEQA/NEPA Lead Agency.
 4. Only Net Toll Revenue funds can be used.
 If any of the above following conditions are not true, then a separate cooperative agreement must be executed to initiate work.

EXHIBIT C

NON-EXPRESSLANES IMPROVEMENTS

Date:

Page 1

EA PPNO CO-Route PM SPONSOR ¹ IMPLEMENTING AGENCY ²	Description	Project Component(s) - Planned Completion Date	Total Estimated Cost (x\$1000)	CEQA/ NEPA Lead Agency ³	Maintenance Agreement Required (1. Not Needed 2. New 3. Amend)	Total Toll Revenues ⁴ Programmed (x\$1000)	Date Project Added, Amended, or Supplemented	Effective Date	Separate Agreement Required (Y/N)

1. CALTRANS must be the SPONSOR.
 2. CALTRANS must be the IMPLEMENTING AGENCY.
 3. CALTRANS must be the CEQA/NEPA Lead Agency.
 4. Only Net Toll Revenue funds can be used.
 If any of the above following conditions are not true, then a separate cooperative agreement must be executed to initiate work.

Work Schedule:
[Separate box] Special Conditions:

Eligible Funds Expenditure Start Date: _____

By signing below, CALTRANS understands and agrees: (i) this Project Description is being issued as contemplated by that certain Agreement for Improvements, Operations and Maintenance on ExpressLanes entered into by the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the State of California, acting by and through its Department of Transportation (“CALTRANS”) as of _____ (“MASTER AGREEMENT FOR IMPROVEMENTS, OPERATIONS & MAINTENANCE OF EXPRESSLANES on I-10 AND 110”), and (ii) the Project described herein shall be subject to all applicable terms and conditions of the Master Agreement, including without limitation, invoicing, reimbursement, audit, indemnity and insurance, which are hereby incorporated by reference as if fully set forth herein. Further, CALTRANS acknowledges and agrees it is aware of the terms and conditions contained in the Master Agreement and agrees to abide by the terms and conditions contained therein and that all references to “**PROJECTS**” therein shall mean the Project as defined in this Project Description. All terms not defined herein shall have the meaning set forth in the Master Agreement.

Signatures

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____

By: _____