

015446

04-District Office
TravInfo Operations Center
4-374-151160
District Agreement No. 4-1965-C

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON November 1, 2002, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

METROPOLITAN TRANSPORTATION COMMISSION,
acting as the Bay Area Metropolitan Planning
Organization, referred to herein as "MTC".

RECITALS

1. STATE and MTC, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to STATE facilities within the County of Alameda.
2. MTC desires to install improvements at STATE's District 4 office located at 111 Grand Avenue, Oakland, Alameda County, for the purpose of conducting MTC/TravInfo, a public traffic advisory operation, in joint partnership with the STATE's Transportation Management Center, referred to herein as "PROJECT", and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's quality assurance of PROJECT development and installation activities.
3. MTC desires to prepare the contract documents and advertise, award, and administer the PROJECT contract in order to bring about the earliest possible completion of PROJECT.
4. STATE is agreeable to MTC's proposal to prepare the contract documents and advertise, award, and administer the installation contract for PROJECT.
5. This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.
6. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, installed, financed, operated and maintained.

SECTION I

MTC AGREES:

1. To perform all necessary preliminary engineering, including, but not limited to, preparation of detailed Plans, Specifications, and Estimate (PS&E), and building utility identification and location, to perform all necessary engineering, and to perform all necessary deployment, operation, and maintenance for PROJECT and bear all actual costs thereof.

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2. To submit to STATE detailed PS&E for review and approval and to develop a maintenance plan to address STATE's concerns about ongoing maintenance of the PROJECT. The final PS&E for PROJECT shall be signed by a Civil Engineer registered in the State of California. All plans must be in compliance with STATE's current CADD Users Manual and STATE's current Drafting and Plans Manual. MTC will comply with the maintenance agreement and/or encroachment permits from STATE to maintain PROJECT.
3. Personnel who prepare the PS&E shall be made available to STATE, at no cost to STATE, through completion of PROJECT to discuss problems which may arise during installation and/or to make design revisions for contract change orders.
4. To not use STATE funds for any PROJECT capital and support costs.
5. To make written application to STATE for necessary encroachment permits authorizing entry onto STATE facilities to perform all investigative activities required for preparation of the PS&E and for the installation and maintenance of PROJECT.
6. To advertise, award and administer the PROJECT contract in accordance with MTC contracting requirements. Workers employed in the performance of a public work contracted for by MTC, and/or performed under encroachment permit, are covered by provisions of the Labor Code. MTC shall obtain applicable wage rates from the State Department of Industrial Relations and shall adhere to the applicable provisions of the State Labor Code. Violations shall be reported to the State Department of Industrial Relations.
7. To apply for necessary encroachment permits for required work on PROJECT within STATE facilities, in accordance with STATE's standard permit procedures, as more specifically defined in Articles 3, 4, and 5 of Section III of this Agreement. MTC acknowledges that any future ordered removal or relocation of PROJECT improvements shall be accomplished by MTC at MTC's sole cost.
8. In recognition that PROJECT work performed on STATE's property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, MTC agrees to require its contractor to furnish a payment bond naming MTC as obligee with that bond complying with the requirements set forth in Sections 3247 and 3248 of the Civil Code prior to performing any PROJECT work. MTC shall defend, indemnify and hold harmless STATE, its officers and employees from all claims by stop notice claimants related to the PROJECT under the payment bond.
9. To perform PROJECT in accordance with the PS&E of MTC to the satisfaction of STATE.
10. To furnish, at MTC's expense, and subject to the prior approval of STATE, a field site representative who is a licensed Architect in the State of California, to perform the functions of a Resident Architect. This Resident Architect shall be independent of the installation contractor.
11. To furnish, at MTC's expense, a "peer review" contractor for the purpose of reviewing PS&E prepared by MTC. Selection of this contractor will be made by STATE from a list

- of qualified licensed electrical contractors provided by the Department of General Services/Division of State Architect.
12. To furnish, at MTC's expense, a licensed contractor for the purpose of inspecting PROJECT. Selection of this contractor will be made by STATE from a list of qualified licensed electrical contractors provided by the Department of General Services/Division of State Architect.
 13. To pay one hundred percent (100%) of the actual costs of all installation required for satisfactory completion of PROJECT, including changes pursuant to contract change orders concurred with by STATE's representative and any material furnished by STATE.
 14. To make payments to MTC's contractors using MTC's funds and pay all costs for required MTC staff services as described in this Section I. STATE's representative shall review all contract progress pay schedules. STATE does not assume responsibility for accuracy of itemization on progress pay schedules.
 15. Within sixty (60) days following the completion and acceptance of the PROJECT contract, to furnish STATE with a complete set of acceptable full-sized film positive reproducible "As-Built" plans and an electronic version of "As-Built" plans on a CD-ROM (MicroStation .dgn file Release 5.0 or later) complying with STATE's current CADD Users Manual and STATE's current Drafting and Plans Manual and a copy of all contract records.
 16. Upon completion of work under this Agreement, MTC will own and will assume operations and maintenance responsibilities and the expense thereof for removable fixtures installed as PROJECT improvements which are not incorporated into the building as referenced in Attachment A, attached to and made a part of this Agreement.
 17. If MTC terminates PROJECT prior to completion of the PROJECT, STATE may require MTC, at MTC's expense, to return STATE facilities to its original condition or to a condition of acceptable permanent operation. If MTC fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a condition of satisfactory permanent operation. STATE will bill MTC for all actual expenses incurred and MTC agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due MTC from the Highway User Tax Fund.
 18. To obtain, at MTC's expense, all necessary permits and/or agreements from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute part of the cost of PROJECT.
 19. STATE's quality assurance activities, referred to in Articles 1 and 3 of Section II of this Agreement, does not include performance of any engineering services required for PROJECT. These services are to be performed by MTC. If MTC requests STATE to perform any of these services, MTC shall reimburse STATE for such services. An amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.
 20. To indemnify, defend and hold STATE harmless from and against any and all direct and proximate claims, actions, damages, liability and expense (including reasonable

attorneys' fees, costs and disbursements) in connection with the loss of life, personal injury, and/or damage to property to the extent arising from or out of: (i) all claims relating to or caused by, the design, installation, operation, and maintenance of PROJECT, (ii) any occurrence in, upon, or on STATE facilities caused by the negligence or willful misconduct of MTC or its employees, agents, or contractors, (iii) any occurrence occasioned by the violation of any law, regulation, or ordinance by MTC or its agents, employees, or contractors, or (iv) by MTC's default under this Agreement. MTC agrees to assume responsibility for the design, installation, operation, and maintenance of PROJECT and assume responsibility for any damages that may result from the PROJECT. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any damage, injury, or death occurring before or after such expiration or termination.

21. To defend, indemnify and hold STATE harmless from any action or claim challenging MTC's use of STATE power, and any claims against STATE for electrical outage or interruption.
22. To comply with all the terms and conditions governing occupancy and use of STATE facilities as described in Attachment A, attached to and made a part of this Agreement.

SECTION II

STATE AGREES:

1. To provide, at no cost to MTC, quality assurance activities of all work on PROJECT done by MTC, including, but not limited to, all design and installation activities undertaken by MTC or its designee, to provide prompt reviews and approvals, as appropriate, of submittals by MTC, and to cooperate in timely processing of PROJECT.
2. Upon proper application by MTC, to issue, at no cost to MTC, an encroachment permit to MTC authorizing entry onto STATE facilities to perform survey and other investigative activities required for preparation of the PS&E. If MTC uses consultants rather than its own staff to perform required work, those consultants will also be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.
3. To issue at no cost (including construction inspection fees) to MTC and MTC's contractor, upon proper application by MTC and by MTC's contractor, the necessary encroachment permits for required work within STATE facilities, as more specifically defined herein.
4. To provide a contact person within STATE who will assist MTC in working with the various STATE departments that will be involved in PROJECT and, as a part of STATE's quality assurance activities, to provide a qualified representative of STATE during installation of PROJECT who shall have authority to accept or reject work and materials affecting the integrity of STATE's building or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the encroachment permit(s) issued to MTC and MTC's contractor.

5. As compensation for PROJECT expenses provided by MTC, STATE agrees to provide, at no cost to MTC, the joint use of the designated MTC/TravInfo system installed at these STATE facilities for the term of this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the allocation of resources by the California Transportation Commission and the Department of Finance, and the prior consent and approval of the East Bay State Building Authority.
2. All obligations of MTC under the terms of this Agreement are subject to the availability of funding and any necessary approval by MTC's Commission.
3. Construction by MTC of improvements referred to herein which lie within or affect STATE facilities, shall not be commenced until MTC's original contract PS&E involving such work have been reviewed and accepted by signature of STATE's District Director of Transportation, or the District Director's delegated agent, and until an encroachment permit to MTC authorizing such work has been issued by STATE.
4. MTC shall obtain the aforesaid encroachment permit through the office of STATE's District Permit Engineer and MTC's application shall be accompanied by a minimum of four (40) sets of reduced plans of aforesaid STATE-accepted contract plans, and four (4) sets of specifications for PROJECT. Receipt by MTC of the approved encroachment permit shall constitute MTC's authorization from STATE to proceed with work to be performed by MTC or MTC's representatives within the proposed STATE facilities pursuant to work covered by this Agreement. MTC's authorization to proceed with said work shall be contingent upon MTC's compliance with all provisions set forth in this Agreement and said encroachment permit.
5. MTC's contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within STATE facilities. The application by MTC's contractor for said encroachment permit shall be made through the office of STATE's District Permit Engineer and shall include proof said contractor has a PROJECT payment surety bond.
6. MTC shall not advertise for PROJECT bids until after an encroachment permit has been issued to MTC by STATE.
7. MTC's contractor shall maintain in force, until completion and acceptance of the installation and construction contract for PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, which shall contain an additional insured endorsement naming the State of California, its officers, agents, and employees as additional named insureds. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to MTC's contractor.

8. During the installation of PROJECT, representatives of MTC and STATE will cooperate and consult, and all work pursuant to PROJECT shall be accomplished according to approved PS&E and STATE's applicable standards. STATE's representative shall verify satisfaction of these requirements. STATE's representative is authorized to enter the installation space for the purpose of monitoring and coordinating PROJECT activities.
9. Changes to the PS&E for PROJECT shall be implemented by contract change orders reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, changes authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans referred to in Article 15 of Section I of this Agreement.
10. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, installation, operation, or maintenance of STATE and MTC facilities and equipment different from the standard of care imposed by law.
11. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by MTC under or in connection with any work, authority or jurisdiction delegated to MTC under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, MTC shall fully defend, indemnify and save harmless STATE and all its officers, agents and employees from all claims, suits or actions of every name, kind and description brought for or on account of interference or injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MTC under or in connection with any work, authority or jurisdiction delegated to MTC under this Agreement.
12. Neither MTC nor any Commissioner, officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless MTC and all its Commissioners, officers, agents and employees from all claims, suits or actions of every name, kind and description brought for or on account of interference or injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
13. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
14. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. All notices and other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

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To: MTC

Attention: Michael Berman
Metropolitan Transportation Commission
101 - 8th Street
Oakland, CA 94607-4700

To: STATE

Attention: TravInfo Operations Project Manager
CA Dept. of Transportation, District 4
P.O. Box 23660
Oakland, CA 94623-0660

15. Those portions of this Agreement pertaining to the installation of PROJECT shall terminate upon completion and acceptance of the PROJECT contract by MTC with concurrence of STATE, or on July 1, 2007, whichever is earlier in time. However, the ownership, operation, maintenance, indemnity, and claims clauses shall remain in effect indefinitely unless or until mutually terminated by both parties. Within sixty (60) days of a joint agreed termination, MTC shall, at its own cost and expense, unless other terms are agreed upon at termination, remove the TravInfo equipment and operations from STATE facilities and shall restore and repair STATE facilities to the satisfaction of STATE.

STATE OF CALIFORNIA
Department of Transportation
JEFF MORALES
Director of Transportation

METROPOLITAN TRANSPORTATION
COMMISSION

By: *[Signature]*
~~Randy Iwasaki, Acting District 4 Director~~
BJAN SARTUP,

By: *[Signature]*
Steve Heminger, Executive Director
Deputy Director, Operations

Approved as to form and procedure:

Approved as to form:

[Signature]
Attorney
Department of Transportation

[Signature]
Attorney

Certified as to budgeting of funds:

~~Certified as to budgeting of funds:
I hereby certify upon my own personal
knowledge that budgeted funds are
available for the period and purpose of
payment to the construction contractor
and to qualified support staff.~~

[Signature]
District Budget Manager

~~_____
Fiscal Officer~~

Certified as to financial terms and
conditions:

[Signature]
Accounting Administrator

Attachment A**Terms and Conditions for Occupancy and Use of State Facilities**

1. In lieu of rent, STATE, acting at the direction of the East Bay State Building Authority, owner of the STATE facilities, hereby agrees to allow MTC use of STATE facilities, conditional upon MTC's compliance with the terms, agreements and conditions hereinafter set forth, comprising approximately 1,256 square feet of building space of those certain premises (Premises) situated at 111 Grand Avenue, Oakland, Alameda County.
2. The Premises shall be used by MTC during the term hereof for the purpose of conducting MTC/TRAVINFO, a public traffic advisory operation, in joint partnership with STATE's Transportation Management Center and with the consent and approval of the Premises Facilities Manager and such related uses that may be included in these activities, and for no other purpose whatsoever. Consent and approval for those directly related additional uses will not be unreasonably withheld by STATE. The MTC/TRAVINFO program conducted within the Premises will be the function and total responsibility of MTC. STATE will have no obligation to provide any program needs, including supplies and equipment, except as otherwise specified herein. MTC will obtain all appropriate licensing and permits.
3. Days and hours of operation shall be 24-hours, 7-days a week.
4. During the term of this Agreement, STATE shall furnish janitorial services, utilities, police security, contract building and grounds service, elevator maintenance, fire extinguisher maintenance, pest control, and recurring maintenance to the Premises occupied by MTC and to the "common" building areas during normal business hours (6:00AM to 6:00PM Monday through Friday excepting weekends and State holidays).
5. MTC agrees to adhere to and abide by the terms and conditions of the then published (and as amended) STATE Building Operational Security Plan & Procedures.
6. MTC further agrees to bear all expenses associated with MTC's use of STATE facilities after normal business hours, including, but not limited to, additional security officers, building engineers or janitors if required to support MTC's presence within the Premises.
7. MTC shall have the right, at its sole cost and expense, to make alterations as necessary in the Premises, but only after first discussing those proposed alterations and obtaining written consent of STATE.
8. It is agreed by both parties hereto that the already emplaced modular furniture, chairs and other furnishings (Furnishings) in the occupied space areas are to be inventoried by MTC upon occupying the Premises with that inventory verified by STATE. Said Furnishings are to remain the property of STATE while MTC shall have the right to use said Furnishings for the terms of this Agreement.

9. MTC agrees to and shall, at MTC's expense, restore damaged Furnishings to their present condition, ordinary wear and tear excepted, or replace any part thereof destroyed in whole or in part by MTC's negligent or willful acts, or the negligence or willful actions of their employees, agents, or visitors. MTC shall, at MTC's expense, after receiving written authorization from STATE, reconfigure said Furnishings using either a STATE approved contractor or an approved MTC vendor.
10. STATE will allow MTC to use common or exclusive areas such as the auditorium and teleconferencing rooms, subject to reasonable charges, time reservations and other rules and regulations, as STATE may determine.
11. The Premises and common areas of the building occupied by MTC will be used for office purposes necessary to support operation of the described MTC/TRAVINFO project and for no other purpose without the prior written consent of STATE.
12. MTC's placement of Furnishings when setting up file, mail, storage, or library rooms within the occupied space must be in conformance with the structural integrity of the building. The standard "live load" is eighty (80) pounds per square foot. Any exception to this live load floor capacity must be discussed with and approved in writing by STATE's District Facilities Manager.
13. STATE shall have the full power and right to determine and regulate the operations of MTC insofar as they affect the building operations, safety and effective use of STATE activities conducted at the same location. All employees of MTC and its contractors shall be subject to the rules and regulations of STATE as they relate to conduct on the STATE grounds and the general use of STATE facilities. MTC will conduct its operations in such a manner so as to minimize any interference with STATE activities.
14. MTC's Contractor shall furnish a Certificate of Insurance to STATE with amounts of commercial general liability insurance with personal injury coverage of not less than \$500,000 per person and \$1,000,000 for each occurrence, and property damage of at least \$1,000,000, or a combined single limit policy of not less than \$2,000,000.

The Certificate of Insurance will provide:

- a. that the insurer will not cancel the insurer's coverage without thirty (30) days prior written notice to STATE;
 - b. that STATE, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations of MTC under this Agreement are concerned; and
 - c. that STATE will not be responsible for any premiums or assessments on the policy.
15. MTC agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, MTC agrees to provide STATE, at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. In the event MTC fails to keep insurance coverage in effect at all times as

herein provided, STATE may, in addition to any other remedies it may have, terminate this Agreement immediately.

16. In the performance of this Agreement, MTC will not discriminate against any employee or application for employment because of race, color, creed, sex, national origin ancestry, age, handicap, or religion.* MTC will ensure that applicants for employment and employees are treated during employment without regard to race, color, creed, sex, national origin ancestry, age, handicap, or religion. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. MTC shall post in conspicuous places available to employees and applicants for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment Practices Section.

*See Government Code, Section 12920-12994 for further details.

Remedies for willful violations:

- a. STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in any action to which MTC was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that MTC has violated the Fair Employment Practices Act and has issued an order under the Government Code.
17. MTC shall make no repairs, changes, and/or alternations or post signs to the Premises without first obtaining the written consent of STATE. All normal maintenance and repairs for ordinary wear and tear to plumbing, electrical, and mechanical systems shall be the responsibility of STATE. STATE will determine what maintenance that is considered normal and minimum and will, therefore, be provided under the terms of this Agreement. The following repairs will be considered normal and minimum: plugged toilets and/or drains, minor plumbing repairs such as leaks, electrical repairs, not to include replacement of light bulbs, gas line repairs, and heating system repairs. Normal minimum maintenance of an emergency nature will be provided on normal State Business hours within twenty-four (24) hours of notification to the Facilities Manager's office. All other minimum maintenance will be provided within thirty (30) days. The repair or replacement of any damage beyond ordinary wear and tear to these systems and all other maintenance needs shall be the responsibility of MTC and shall be accomplished before termination of this Agreement.
18. No alternations to the Premises or construction of improvements thereon shall be permitted to begin until STATE (including General Services Buildings and Grounds Division) has approved the completed plans and specifications for said project, said plans to be prepared by an architect registered by the State of California.
19. Upon termination of this Agreement for any cause, MTC shall remove any and all equipment and improvements of MTC and restore the entire Premises to its condition prior to the commencement of PROJECT unless STATE, in writing, has approved any deviation from this requirement.

20. Telephone and/or data services and the cost thereof to the occupied Premises will be the sole responsibility of MTC.
21. During continuance in force of this Agreement, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives, or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for a survey or to perform other lawful STATE purpose.
22. MTC shall have a person readily available at all times when the facility is in use who has authority to make any and all decisions on behalf of MTC. A list of persons of authority shall be updated on a regular basis and this list shall be on file in STATE's Facilities Management Office for use in an emergency.
23. MTC understands and complies with the following:
 - a. No painting will be done without approval of STATE first obtained in writing including murals, graphics, etc.
 - b. No door lock changes shall be made without STATE approval first obtained in writing.
 - c. No pictures, bulletin boards, or blackboards shall be attached to walls without fasteners first approved by STATE.
 - d. No electrical plug-in appliances are to be used without STATE approval in writing. No direct wired units shall be installed without STATE approval first obtained in writing.
 - e. All water leaks and electrical power outages are to be reported immediately to STATE.
24. To the extent that MTC requests parking access for its employees and contractors, STATE will, within the constraints of its own needs for said space for STATE and STATE employee vehicles, determine that availability and the monthly rental rate for each space equivalent to available inside protected commercial parking spaces in that vicinity. MTC shall conform to all security and parking restrictions established by STATE for access to the Premises.

REQUEST FOR COMMITTEE APPROVAL

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Summary of Proposed Cooperative Agreement

Work Item No.: 1224
Agency: Caltrans
Work Project Title: TravInfo® Traveler Information Center Construction
Purpose of Project: Rebuild and expand TravInfo®'s traveler information center in the Caltrans facility.
Brief Scope of Work: Govern the construction and occupation of the traveler information center on the 7th floor of the Caltrans building in downtown Oakland.
Project Cost Not to Exceed: N/A
Funding Source: N/A
Fiscal Impact: MTC financial obligations under cooperative agreement already funded under PB Farradyne TravInfo® contract.
Motion by Committee: That the Executive Director or his designee is authorized to negotiate and enter into a Cooperative Agreement with Caltrans for the construction of the TravInfo® Traveler Information Center.

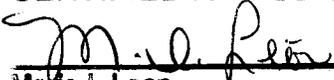
Administration
Committee:


John McLemore, Chair

Approved:

Date: November 13, 2002

CERTIFIED A TRUE COPY.


Maria Leon
Alternate Commission Secretary

11/25/02
Date