

Term Sheet
Master Agreement Administering Agency State Agreement for
State-Funded Transportation Projects Agreement No. 12-6071S21

The revised Master Agreement No. 12-6071S21 replaces the existing Master Agreement No. 12-6071F15 between the Orange County Transportation Authority (OCTA) and the California Department of Transportation (Caltrans) executed for state-funded projects.

1. OCTA agrees to comply with the terms and conditions of the agreement and all program supplements which it will execute through the Chief Executive Officer to receive payment.
2. OCTA agrees that work will be carried out consistent with the State's timely use of funds requirements and specific deadlines including those for allocation, contract award, project delivery, invoicing, final report, and close out and that it will follow California Transportation Commission and/or Caltrans guidelines.
3. OCTA agrees to comply with all relevant state laws including the California Environmental Quality Act.
4. OCTA agrees to following Caltrans' Highway Design Manual and American Association of State Highway and Transportation Officials design standards for off-system projects and applicable construction laws.
5. OCTA agrees that unless otherwise stated, OCTA shall advertise, award, and administer the project contracts. Contracts shall comply with state contracting requirements.
6. OCTA agrees to comply with the American with Disabilities Act of 1990 and Fair Employment Practices, and California Labor Code requirements.
7. OCTA agrees to maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by the projects, unless transferring the obligation or responsibility to another public entity.
8. OCTA agrees that state funds encumbered for a project are available for liquidation only for the limited period from beginning of the state fiscal year when those funds were appropriated in the state budget. Any funds not liquidated within these periods will be reverted unless a cooperative work agreement is submitted.
9. OCTA agrees that projects under this master agreement are subject to technical and financial audits.

10. OCTA confirms that its financial management conforms to Generally Accepted Accounting Principles.
11. OCTA agrees that OCTA shall make available for inspection by the State, California State Auditor, or duly authorized representative of the State or United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of the project. Materials shall be available during the entirety of the project period and for three years, or 35 years for Proposition 1B funds, from the date of final payment.
12. OCTA agrees to refund funds due if invoices did not provide adequate justification.
13. OCTA agrees that if failing to timely proceed with project work in accordance with the project-specific program supplement, the State reserves the right to terminate funding for the project upon 30-day written notice. OCTA will have the option to completely cure the manner within the 30-day period.
14. OCTA agrees that neither State, Caltrans, or any officer or employee thereof is responsible for injury, damage, or liability for work under or in connection to this agreement. OCTA shall fully defend, indemnify, and save harmless the State or Caltrans from all claims, suits or actions of every name, kind, and description brought forth under including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by State under this agreement.