

COOPERATIVE AGREEMENT NO. 07W.08
BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
CITY OF SAN PABLO

A. This Agreement is made and entered into on December 20, 2023 by and between the City of San Pablo hereinafter referred to as "**CITY**" and the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code Sections 180000 et seq. with its principal place of business at 2999 Oak Road, Suite 100, Walnut Creek, CA 94597 hereinafter referred to as "**AUTHORITY**", (**AUTHORITY** and **CITY** may be referred to herein as a "**Party**" and collectively "**Parties**").

RECITALS

1. **AUTHORITY** and **CITY** pursuant to the Measure C Sales Tax Renewal Ordinance (# 88-01 as amended by # 04-02), hereinafter referred to as "MEASURE J", approved by the voters of Contra Costa County on November 2, 2004, hereby desire to enter into Cooperative Agreement No. 07W.08 hereinafter referred to as "**AGREEMENT**" to define a framework to enable the **Parties** to work cooperatively in developing transportation improvements at the Interstate 80 (I-80) San Pablo Dam Road (SPDR) interchange in City of San Pablo.
2. **CITY** desires transportation improvements to the I-80 SPDR interchange in the City of San Pablo, as described in Attachment A to this **AGREEMENT**, hereinafter referred to as "**PROJECT**".
3. **PROJECT** is eligible for funding under the "I-80 Carpool Lane Extension and Interchange Improvements" project category in Measure J.
4. **PROJECT** is also eligible for funding under the Subregional Transportation Mitigation Fees Program for West County.
5. **AUTHORITY** secured Twenty-Three million, and Five-Hundred Thousand dollars (\$23.5 million) in State Funds and Five-Hundred Thousand dollars (\$500,000) in Measure J funds from Program 28 to complete the design and Right-of-Way (ROW) phases for the **PROJECT**.

NOW, THEREFORE, in consideration of the foregoing, the **AUTHORITY** and **CITY** do hereby agree as follows:

SECTION I

CITY AGREES:

1. To work collaboratively with **AUTHORITY** to implement the **PROJECT**.

2. To jointly enter into utility agreements with **AUTHORITY** and any affected utilities in the event utility facilities need to be relocated or new service connections are required to facilitate the **PROJECT**, acknowledging that the **PROJECT** represents a “proper governmental use” of any public street affected by the **PROJECT** requiring utilities to be responsible for any relocation required on such street pursuant to the utilities’ franchise agreements.

3. To enter into any required maintenance agreements for **PROJECT** prior to construction.

4. To designate a responsible staff member that will be **CITY’s** representative in attending all meetings between the **Parties** or pertaining to the **PROJECT**, receiving day-to-day communication and reviewing the **PROJECT** documents.

5. To provide timely reviews of consultant scope-of-work, technical studies, and draft documents.

6. The City Manager is authorized to act on behalf of **CITY** under this **AGREEMENT**.

7. To facilitate public meetings, meetings with the **CITY** Council, Committees, Commissions and the public regarding the **PROJECT**.

8. To assist **AUTHORITY** in securing funding for cost increases on the **PROJECT**.

SECTION II

AUTHORITY AGREES:

1. To oversee the environmental clearance revalidation, design, ROW acquisition, and construction, and closeout of the **PROJECT** consistent with Caltrans guidelines.

2. To provide utility coordination services and work with the **CITY** on required documents, utility relocations and agreements.

3. To designate a responsible staff member who will be **AUTHORITY’s** representative in attending all meetings between the **Parties** or pertaining to the **PROJECT**, providing and receiving day-to-day communication.

4. The **AUTHORITY** Executive Director is authorized to act on behalf of **AUTHORITY** for purposes of this **AGREEMENT**.

5. To provide **CITY** an opportunity to review project design plans at various stages of completion.

6. To provide **CITY** an opportunity to participate in consultant selection for services procured by **AUTHORITY**.

7. To provide **CITY** an opportunity to review and comment on **PROJECT** agreements entered into by **AUTHORITY** and pertaining to **CITY**.

8. To include **CITY** in Project Development Team (PDT) meetings and related communications on **PROJECT** progress as well as to provide **CITY** with copies of PDT meeting minutes and action items.

9. Performance of services under these consultant and construction contracts shall be subject to the technical direction of the **AUTHORITY's** Executive Director, or designee, with input and consultation from **CITY**.

10. To facilitate and coordinate obtaining required agreements from California Department of Transportation (Caltrans).

11. To seek reimbursement from Caltrans on work performed on any phase of the **PROJECT**, which will be funded by State and/or federal sources as shown in Attachment C.

12. To procure and maintain insurance coverage (or a program of self-insurance of equivalent character and coverage) of the types and in the amounts identified in Attachment D and name the **CITY** as an additional insured for all work performed by **AUTHORITY** on **CITY's** behalf. Further, **AUTHORITY** will ensure that all consultants and subconsultants hired to perform work on the **PROJECT** name the **CITY** as an additional insured and procure and maintain insurance coverage of the types and in the amounts identified in Attachment D.

13. To attend **CITY** Council, Committee, Commission, and public meetings to present design recommendations, **PROJECT** updates and other information, as needed provided sufficient notice is given.

SECTION III

IT IS MUTUALLY AGREED:

Parties agree:

1. Performance Period

- a. This **AGREEMENT** shall go into effect on _____ (the "Effective Date"). This **AGREEMENT** shall end 12 months following acceptance of the **PROJECT** by Caltrans and reimbursement of all costs to **AUTHORITY**, unless extended by written amendment,

subject to Section III (6) below.

2. To abide by all applicable federal, State, and local laws and regulations pertaining to **PROJECT** as of the Effective Date of this **AGREEMENT**.

3. In the event **AUTHORITY** determines cost for any **PROJECT** phase work may exceed the amounts identified in Attachment B of this **AGREEMENT**, **AUTHORITY** shall inform **CITY** of this determination and thereafter the **Parties** shall work together in an attempt to agree upon an amendment to either modify the scope of the **PROJECT** or the amounts identified in this **AGREEMENT**, or both.

4. Neither **AUTHORITY** nor any officer, director, employee, or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by **CITY** and under or in connection with any work, authority or jurisdiction delegated to **CITY** under this **AGREEMENT**. It is understood and agreed that, pursuant to Government Code Section 895.4, **CITY** shall fully defend, indemnify and save harmless **AUTHORITY**, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) to the extent occurring by reason of anything done or omitted to be done by **CITY** under or in connection with any work, authority or jurisdiction delegated to **CITY** under this **AGREEMENT**.

5. Neither **CITY** nor any officer, director, employee, or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by **AUTHORITY** and under or in connection with any work, authority or jurisdiction delegated to **AUTHORITY** under this **AGREEMENT**. It is understood and agreed that, pursuant to Government Code Section 895.4, **AUTHORITY** shall fully defend, indemnify and save harmless, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) to the extent occurring by reason of anything done or omitted to be done by **AUTHORITY** under or in connection with any work, authority or jurisdiction delegated to **AUTHORITY** under this **AGREEMENT**.

6. This **AGREEMENT** shall end 12 months following acceptance of the **PROJECT** by Caltrans and reimbursement of all costs to **AUTHORITY**, unless extended by written amendment, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any **Party** may terminate this **AGREEMENT** at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other **Parties**. In the event of a termination, the **Party** terminating this **AGREEMENT** shall be liable for any costs or other

non-cancellable obligations it may have incurred or the non-terminating **Party** may have incurred for the benefit of the terminating **Party** under the terms of the **AGREEMENT** prior to termination.

7. The Recitals to this **AGREEMENT** are true and correct and are incorporated into this **AGREEMENT**.

8. All signatories hereto warrant that they are duly authorized to execute this **AGREEMENT** on behalf of said **Parties** and that by executing this **AGREEMENT**, the **Parties** hereto are formally bound to this **AGREEMENT**.

9. Except on subjects preempted by federal law, this **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County. All **Parties** agree to follow all local, state, and federal laws and ordinances with respect to the performance of this **AGREEMENT**.

10. The **Parties** agree that each **Party** and any authorized representative, designated in writing to the **Parties**, and upon reasonable notice, shall have the right during normal business hours to examine all **Parties'** financial books and records with respect to this **AGREEMENT**. The **Parties** agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this **AGREEMENT** terminates; or b) the date on which such book or record was created.

11. If any clause or provision of this **AGREEMENT** is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the **Parties** that the remainder of this **AGREEMENT** shall not be affected but shall remain in full force and effect.

12. This **AGREEMENT** cannot be amended or modified in any way except in writing, signed by all **Parties** hereto.

13. Neither this **AGREEMENT**, nor any of the **Parties'** rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either **Party** without the prior written consent of the other **Party** in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

14. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **Party** shall give the other **Party** any contractual rights by custom, estoppel, or otherwise.

15. In the event of litigation arising from this **AGREEMENT**, each **Party** to this **AGREEMENT** shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees related to paragraphs D and E of this Section.

16. This **AGREEMENT** may be signed in counterparts, each of which shall constitute an original. This **AGREEMENT** is effective and shall be dated on the date executed by **AUTHORITY**.

17. Any notice required, authorized, or permitted to be given hereunder or any other communications between the **Parties** provided for under the terms of this **AGREEMENT** shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant **Party** at the address/email stated below:

If to AUTHORITY: Timothy Haile, Executive Director
Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Telephone: (925) 256-4735
Email: thaile@ccta.net

If to CITY: XXXXXXXX, City Manager
City of San Pablo
XXXX San Pablo Avenue
San Pablo, CA 94XXX
(510) xxx-xxxx
Email: xxxxxxxx

18. There are no third-party beneficiaries, and this **AGREEMENT** is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

19. This **AGREEMENT**, with its exhibits, represents the entire understanding of **AUTHORITY** and **CITY** as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each **Party** acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This **AGREEMENT** may not be modified or altered except in writing signed by both **Parties** hereto. This is an integrated **AGREEMENT**.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR COOPERATIVE AGREEMENT NO. 07W.08
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND CITY OF SAN PABLO**

IN WITNESS WHEREOF, the **Parties** have entered into this Cooperative Agreement No. 07W.08 as of the 20th day of December 2023.

CONTRA COSTA TRANSPORTATION
AUTHORITY

CITY OF SAN PABLO

By: _____
Federal Glover
Chair

By: _____
[insert first last name]
Mayor

ATTEST:

By: _____
Tarienne Grover
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

By: _____
Fennemore Wendel
Authority Counsel

ATTACHMENT A

PROJECT DESCRIPTION

PROJECT will reconstruct the existing I-80 SPDR interchange and improve pedestrian and bicycle facilities across I-80. Specific improvements include the replacement of the existing I-80/SPDR overcrossing with a six-lane structure with wide sidewalks and shoulders, which will raise the vertical clearance of the substandard overcrossing and remove the existing bridge support walls that block outside freeway shoulders; reconstruct the on- and off-ramps to SPDR, construct a new connector road on the west side of I-80 to connect SPDR to McBryde Avenue with a new bridge over Wildcat Creek, and realign Amador Street.

ATTACHMENT B

PROJECT COST ESTIMATE

ACTIVITIES	AMOUNT*
Consultant Services for Environmental Clearance, PS&E, and ROW Engineering	\$5,000,000
ROW Acquisition/Utilities Relocation	\$19,000,000
CONSTRUCTION	\$80,000,000
CONSTRUCTION SUPPORT <i>(Including Construction Management, Design Support During Construction & Permit Fees)</i>	\$8,000,000
TOTAL PROJECT COST	\$112,000,000
*Amounts subject to change as the project design plans are finalized	

ATTACHMENT C

PROJECT FUNDING TABLE

FUNDING SOURCE	AMOUNT
Measure J (Program 28)	\$500,000
Senate Bill 1 – Trade Corridor Enhancement Program	\$19,700,000
State Transportation Improvement Program	\$3,800,000
To Be Determined*	\$88,000,000
Total	\$112,000,000

*Amount subject to change as the project design plans are finalized

ATTACHMENT D

INSURANCE REQUIREMENTS

[Contractor or Consultant] shall not commence work for the Authority until it has secured all insurance required under this Section and has provided evidence satisfactory to the Authority. In addition, [Contractor or Consultant] shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.

a. Commercial General Liability

(i) [Contractor or Consultant] shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(b) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give the Authority, its officials, officers, employees, agents and the Authority designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, [Contractor or Consultant] shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give the Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status.

(iv) The business automobile liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

c. Workers' Compensation/Employer's Liability

(i) [Contractor or Consultant] certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent [Contractor or Consultant] has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, [Contractor or Consultant] shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. [Contractor or Consultant] shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement [Contractor or Consultant] shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Authority and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of [Contractor or Consultant]. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Pollution Liability [DELETE SECTION IF NOT APPLICABLE]

(i) Pollution Liability is required should any of the Services involve pollutants or hazardous materials. Liability coverage shall include coverage for the environmental risks associated with the Project and expenses related to such, including bodily injury, property damage, on and off site clean-up, transporting, carrying or storing pollutants, and coverage for non-owned disposal sites.

(ii) The policy shall give the Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status.

(iii) The pollution liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability \$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage

Automobile Liability \$1,000,000 combined single limit

Employer's Liability \$1,000,000 per occurrence

Professional Liability \$3,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, [Contractor or Consultant] shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) [Contractor or Consultant] shall provide the Authority at least thirty (30) calendar days prior written notice of cancellation of any policy required by this Agreement, except that [Contractor or Consultant] shall provide at least ten (10) calendar days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, [Contractor or Consultant] shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) calendar days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy, Automobile Liability Policy and Pollution Liability Policy shall each contain a provision stating that [Contractor or Consultant]'s policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Authority or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. [Contractor or Consultant] shall maintain such coverage continuously for a period of at least three (3) years after the completion of the work under this Agreement. [Contractor or Consultant] shall purchase a one (1) year extended reporting period

- b) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow [Contractor or Consultant] or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. [Contractor or Consultant] hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve [Contractor or Consultant] from liability in excess of such coverage, nor shall it limit [Contractor or Consultant]'s indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by [Contractor or Consultant], and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by [Contractor or Consultant] pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance

it deems necessary and any premium paid by the Authority will be promptly reimbursed by [Contractor or Consultant] or the Authority will withhold amounts sufficient to pay premium from [Contractor or Consultant] payments. In the alternative, the Authority may cancel this Agreement.

(iii) The Authority may require [Contractor or Consultant] to provide complete copies of all

insurance policies in effect for the duration of the Project.

(iv) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

k. Subconsultant Insurance Requirements [Contractor or Consultant] shall not allow any subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subconsultants shall be endorsed to name the Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by [Contractor or Consultant], the Authority may approve in writing different scopes or minimum limits of insurance for particular subconsultants.

Indemnification

a. To the fullest extent permitted by law, [Contractor or Consultant] shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of [Contractor or Consultant], its officials, officers, employees, subconsultants or agents in connection with the performance of [Contractor or Consultant]'s Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by [Contractor or Consultant], the Authority, its officials, officers, employees, agents, or volunteers.

b. If [Contractor or Consultant]'s obligation to defend, indemnify, and/or hold harmless arises out of [Contractor or Consultant]'s performance of "design professional" services (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, [Contractor or

Consultant]'s indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of [Contractor or Consultant], and upon [Contractor or Consultant] obtaining a final adjudication by a court of competent jurisdiction, [Contractor or Consultant]'s liability for such claim, including the cost to defend, shall not exceed [Contractor or Consultant]'s proportionate percentage of fault.

California Labor Code Requirements

a. [Contractor or Consultant] is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (Prevailing Wage Laws). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, [Contractor or Consultant] agrees to fully comply with such Prevailing Wage Laws. [Contractor or Consultant] shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon [Contractor or Consultant] and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, [Contractor or Consultant] and all subconsultants performing such Services must be registered with the Department of Industrial Relations (DIR). [Contractor or Consultant] shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be [Contractor or Consultant]’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

Administration and Projects Committee **STAFF REPORT**

Meeting Date: December 07, 2023

Subject	Interstate 80/San Pablo Dam Road Interchange, Phase 2 (Project 7002) (Project) – Authorization to Execute Cooperative Agreement No. 07W.08 with the City of San Pablo (City)
Summary of Issues	<p>In June 2023, the Authority was awarded \$19.7 million in Senate Bill 1 (SB1) – Trade Corridor Enhancement Program (TCEP) grant funds to complete the design and Right-of-Way (ROW) phases of the Project. The Authority also secured another \$3.8 million in State Transportation Improvement Program (STIP) and \$500,000 in West County's Measure J Program 28b funds for the Project.</p> <p>In June 2006, the Authority entered into Cooperative Agreement No. 07W.01 with the City for implementation of Phase 1 of the Project. A new cooperative agreement is needed to outline the roles and responsibilities of each agency for the implementation of Phase 2 of the Project.</p>
Recommendations	Staff seeks authorization for the Chair to execute Cooperative Agreement No. 07W.08 with the City to outline the roles and responsibilities for Phase 2 of the Project, and to allow the Executive Director or designee to make any non-substantive changes to the language.
Staff Contact	Hisham Noeimi
Financial Implications	N/A
Options	The Authority Board could elect to not approve this agreement at this time. However, this will likely delay the

Attachments (See APC Packet dated 12/7/23)	project delivery schedule. A. Draft Cooperative Agreement No 07W.08
Changes from Committee	<i>None</i>

Background

Work on the Project started in 2007 following the passage of Measure J. The Project was environmentally cleared in February 2010 and the design phase started in 2011. In April 2011, the Authority Board approved Agreement No. 316 with URS (now AECOM) to provide engineering support services.

In 2013, due to the Project size and available funding, the Project was split into two (2) phases following the advancement of the design for the entire Project to the 65% Plans, Specifications, and Estimate stage. AECOM completed the design plans for Phase 1 in late 2014 and Phase 1 construction was subsequently completed in 2018 at a total cost of \$42.5 million.

The following improvements were completed as part of Phase 1:

- Relocation of the El Portal Drive on-ramp to the north of Westbound (WB) I-80.
- Extension of the auxiliary lane along WB I-80, between the SPDR off-ramp and El Portal Drive on-ramp.
- Reconstruction of the Riverside Avenue pedestrian overcrossing.

Phase 2 is currently estimated to cost \$112 million and will provide the following improvements:

- Reconstruct the on- and off-ramps to SPDR.
- Replace the existing SPDR overcrossing with a six-lane structure that will include wide sidewalks and a Class IV bike lane. The new structure will provide standard vertical clearance and standard shoulders on I-80.
- Construct a one-way access road west of I-80 and close the existing McBryde WB I-80 off-ramp.

- Realign Amador Street and add sidewalks where currently missing.

In summary, the Project will replace outdated infrastructure resulting in improved safety, traffic operations, and accessibility for alternate modes of transportation. An animation of the proposed improvements can be found on the Authority's [website](#).

Project Funding

In June 2023, the Authority was awarded \$19.7 million in SB1-TCEP grant funds to complete the design and ROW phases for Phase 2 of the Project. The Authority also secured another \$3.8 million in STIP funds, and \$500,000 in West County Measure J Program 28b funds for the Project. Subsequently, the California Transportation Commission approved the allocation of \$23.5 million in TCEP and STIP funds for the Project. In addition, the Authority Board approved Cooperative Agreement No. 90.70.03 with the California Department of Transportation to allow for the reimbursement of the TCEP and STIP funds.

In June 2006, the Authority entered into Cooperative Agreement No. 07W.01 with the City for the implementation of Phase 1 of the Project. The cooperative agreement was amended multiple times over the years as the Project details were developed. A new cooperative agreement is needed to outline the roles and responsibilities of each agency for the implementation of Phase 2 of the Project.

Staff seeks authorization for the Chair to execute Cooperative Agreement No. 07W.08 with the City to outline the roles and responsibilities for Phase 2 of the Project, and to allow the Executive Director or designee to make any non-substantive changes to the language.