

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Chris Bazar  
Agency Director

AGENDA ITEM NO. \_\_\_\_\_ March 2, 2010

February 16, 2010

224  
West Winton Avenue  
Room 110

Hayward  
California  
94544-1215

phone  
510.670.5333  
fax  
510.670.6374

[www.acgov.org/cda](http://www.acgov.org/cda)

Honorable Board of Supervisors  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**SUBJECT: AUTHORIZE AND EXECUTE THE COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE EAST 14<sup>TH</sup> STREET / MISSION BOULEVARD STREETSCAPE AND UTILITY UNDERGROUNDING IMPROVEMENT PROJECT**

**RECOMMENDATION:**

Authorize and execute the attached Cooperative Agreement and Resolution between the County of Alameda and the California Department of Transportation for the East 14<sup>th</sup> Street / Mission Boulevard Streetscape Improvement and Utility Undergrounding Project (Principal: Helena (Lenka) Culik-Caro, Deputy District Director, Design; Location: Sacramento).

**DISCUSSION/SUMMARY:**

The Alameda County Redevelopment Agency (Agency) is responsible for the administration of the unincorporated portion of the Alameda County – City of San Leandro Redevelopment Project (the “Redevelopment Project”), which was adopted by the Board of Supervisors in 1993. The highest priority project identified for the Agency and approved by the Board of Supervisors in 2009 is the East 14<sup>th</sup> Street / Mission Boulevard Streetscape Improvement Project (the "Project"). The Project is located within California State Highway No. 185, and is under the jurisdiction of California Department of Transportation (Caltrans) for improvements and maintenance. The Agency has completed construction of phase I of the Project, which includes streetscape improvements and utility undergrounding along E. 14th Street from Thrush Avenue to 162nd Avenue.

In order to effectuate the completion of continued phases of the Project, the Agency desires to enter into a Cooperative Agreement (Agreement) with Caltrans. The Agreement outlines the responsibilities of both the Agency and Caltrans during the design and construction of improvements for the Project. The Agreement is required between Caltrans and any local jurisdiction that constructs improvements within a

Caltrans right-of-way. Additionally, Caltrans requires a Board approved Resolution to accompany the Agreement. As funding for streetscape improvements for phases II and III is secured, the Project will be brought back your Board for appropriate approval.

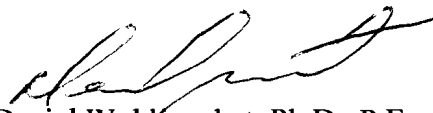
**FINANCING:**

There is no Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director  
Community Development Agency



Daniel Woldesenbet, Ph.D., P.E.,  
Director of Public Works

cc: Susan Muranishi, County Administrator  
Richard Winnie, County Counsel  
Patrick O'Connell, Auditor-Controller  
Louie Martirez, County Administrator's Office  
Brian Washington, Office of the County Counsel  
Audrey Beaman, Office of the County Counsel  
U.B. Singh, CDA Finance Director  
Eileen Dalton, Redevelopment Agency Director

---

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA  
AUTHORIZING EXECUTION OF THE COOPERATIVE AGREEMENT BETWEEN THE  
REDEVELOPMENT AGENCY OF THE COUNTY OF ALAMEDA AND THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION FOR THE EAST 14<sup>TH</sup> STREET / MISSION  
BOULEVARD STREETScape IMPROVEMENT AND UTILITY UNDERGROUNDING  
PROJECT**

---

**WHEREAS**, pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the Board of Supervisors of the County of Alameda has adopted, and the Redevelopment Agency of the County of Alameda (the "Agency") is responsible for implementing, the Redevelopment Plan for the Alameda County – City of San Leandro Redevelopment Project (the "Redevelopment Project"); and,

**WHEREAS**, the Redevelopment Project identifies the East 14<sup>th</sup> Street / Mission Boulevard Streetscape and Utility Undergrounding project (the "Streetscape Project") as the highest priority for the Redevelopment Project Area; and,

**WHEREAS**, the Board of Supervisors approved the Master Plan for the Project in September 2009; and,

**WHEREAS**, the Agency is proceeding with the Streetscape Project from approximately Thrush Avenue to Rufus Court in the unincorporated community of Ashland, having already completed phase I between Thrush Avenue and 162<sup>nd</sup> Avenue; and,

**WHEREAS**, the Streetscape Project consists of widened sidewalks, street trees, street lighting, traffic signal relocation, improved and landscaped median, intersection bulb-outs, benches, bollards, trash cans, banners, undergrounding of above ground utilities, and reconnection of utilities to properties; and,

**WHEREAS**, East 14<sup>th</sup> Street / Mission Boulevard is identified as California State Highway No. 185 and is under the jurisdiction of the California Department of Transportation ("Caltrans"); and,

**WHEREAS**, the Agency has received a federal grant to proceed with the design of the second phase of the Streetscape Project; and,

**WHEREAS**, in order to effectuate the completion of the Streetscape Project, the County desires to enter into a Cooperative Agreement with Caltrans for the Streetscape Project (the "Agreement"), a copy of which is on file with the County Clerk; and,

**WHEREAS**, the Agreement provides generally for:

1. The Agency to design and construct public improvements for the Streetscape Project; and,
2. Caltrans to oversee and approve proposed public improvements for the Streetscape Project.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby finds that the above Recitals are true and correct and have served, together with the Agreement, as the basis for the approvals set forth below.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon its passage and adoption.

**THE FOREGOING was PASSED and ADOPTED** by the following vote of the Alameda County Board of Supervisors this 2nd day of March, 2010.

**AYES:**

**NOES:**

**EXCUSED:**

\_\_\_\_\_  
President, Board of Supervisors

**ATTEST:**

Crystal K. Hishida Graff, Clerk  
Board of Supervisors

By: \_\_\_\_\_

Approved as to Form  
RICHARD E. WINNIE, County Counsel

By Quincy Braman

## **COOPERATIVE AGREEMENT**

This agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

COUNTY OF ALAMEDA, a political subdivision of the State of California, referred to as COUNTY.

### **RECITALS**

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward to construct new curb and gutter, raise medians widen sidewalks, utility undergrounding, landscaping and transit stop improvements in Alameda County on Route 185 from 159th Avenue to Rufus Court, referred to as PROJECT.
3. PARTNERS will cooperate to perform PA&ED, PS&E, R/W and construction phases.
4. This agreement supersedes the Cooperative Agreement dated March 12, 2002.
5. No PROJECT deliverables have been completed prior to this agreement.
6. The estimated date for COMPLETION OF WORK is December 31, 2012.
7. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

### **DEFINITIONS**

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA** – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**COMPLETION OF WORK** – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**CONSTRUCTION** – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

**FUNDING PARTNER** – A partner who commits a defined dollar amount to WORK.

**FUNDING SUMMARY** - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

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

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

**IQA** – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

**NEPA** – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**PA&ED (Project Approval and Environmental Document)** – The project component that includes the activities required to deliver the project approval and environmental documentation for PROJECT.

**PARTNERS** – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

**PS&E (Plans, Specifications, and Estimates)** – The project component that includes the activities required to deliver the plans, specifications, and estimates for PROJECT.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

**R/W (Right of Way)** – The project component that includes the activities required to deliver the right of way for PROJECT.

**SAFETEA-LU** – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

**SCOPE SUMMARY** – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov/hq/projmgmt/guidance.htm>.

**SHS** – State Highway System.

**SPONSOR(S)** – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

**STATE-FURNISHED MATERIAL** – Any materials or equipment supplied by CALTRANS.

**WORK** – All scope and cost commitments included in this agreement.

## **RESPONSIBILITIES**

8. COUNTY is SPONSOR for all WORK.

9. COUNTY is the only FUNDING PARTNER for this agreement. COUNTY's funding commitment is defined in the FUNDING SUMMARY.
10. COUNTY is IMPLEMENTING AGENCY for PA&ED, PS&E, R/W and CONSTRUCTION.

### SCOPE

#### **Scope: General**

11. All WORK will be performed in accordance with federal and California laws, regulations, and standards.  
  
All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
12. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
13. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
14. COUNTY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
15. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
16. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
17. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.
18. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).



PARTNERS will include wage requirements in all contracts for “public work” and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for “public work”.

19. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
20. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

21. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection. COUNTY will notify CALTRANS within twenty-four (24) hours of such discovery.
22. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

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

23. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
24. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
25. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.

26. COUNTY, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. COUNTY will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
27. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
28. 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.
29. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
30. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.
31. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
32. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
33. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
34. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
35. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and COUNTY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

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 audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

36. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
37. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
38. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
39. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
40. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

**Scope: Project Approval and Environmental Document (PA&ED)**

41. CALTRANS is the CEQA lead agency. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
42. All partners involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at [www.dot.ca.gov/ser](http://www.dot.ca.gov/ser).
43. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT and will assume responsibility for NEPA compliance and will

prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.

44. All partners involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at [www.dot.ca.gov](http://www.dot.ca.gov) and the FHWA Environmental Guidebook available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm).
45. COUNTY will prepare the appropriate environmental documentation to meet CEQA requirements.
46. COUNTY will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
47. Any partner preparing any portion of the CEQA environmental 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.
48. Any partner preparing any portion of the NEPA environmental 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.
49. COUNTY will prepare, publicize and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.
50. COUNTY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. COUNTY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.  
  
CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
51. The CEQA lead agency will attend all CEQA-related public meetings.
52. COUNTY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.
53. The NEPA lead agency will attend all NEPA-related public meetings.

54. COUNTY will plan, schedule, prepare materials for, and host all NEPA-related public meetings. COUNTY will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least 10 working days prior to the public meeting date.
55. If a partner who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that partner must clearly state their role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

That partner will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If that partner makes any changes to the materials, that partner will allow the appropriate lead agency to review, comment on, and approve those changes three (3) 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. 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.

56. The partner preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.
57. COUNTY will coordinate the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, and Regional Water Quality Control Board 401 Permit.
58. COUNTY will obtain the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, and Regional Water Quality Control Board 401 Permit.

**Scope: Plans, Specifications, and Estimates (PS&E)**

59. COUNTY will ensure that the engineering firm preparing the plans, specifications, and estimates will not be employed by or under contract to the PROJECT construction contractor.

COUNTY will not employ the engineering firm preparing the plans, specifications, and estimates for construction management of PROJECT.

However, COUNTY may retain the engineering firm during CONSTRUCTION to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

60. COUNTY will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. All utility facilities not relocated or removed in advance of construction will be identified on the plans, specifications, and estimate for PROJECT.
61. COUNTY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
62. COUNTY will coordinate the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit and Regional Water Quality Control Board 401 Permit.
63. COUNTY will obtain the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, and Regional Water Quality Control Board 401 Permit.
64. COUNTY will implement the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, and Regional Water Quality Control Board 401 Permit.

**Scope: Right of Way (R/W)**

65. COUNTY will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
66. COUNTY will provide CALTRANS-approved verification of its arrangements for the protection, relocation, or removal of all conflicting facilities and that such work will be completed prior to construction contract award or as otherwise stated in the PROJECT plans, specifications, and estimates. This verification must include references to all required SHS encroachment permits.
67. COUNTY will utilize a qualified CALTRANS-approved public agency or consultant in all right of way activities. Right of way consultant contracts will be administered by a qualified right of way person.

68. COUNTY will provide a Right of Way Certification to CALTRANS prior to PROJECT advertisement.
69. The California Transportation Commission will hear the Resolutions of Necessity.

**Scope: CONSTRUCTION**

70. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

COUNTY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimates package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.

71. COUNTY will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
72. COUNTY will provide a landscape architect licensed in the State of California.
73. PARTNERS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000. All CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.
74. PARTNERS will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
75. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.
76. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee and to carry liability insurance in accordance with CALTRANS specifications.

77. COUNTY will submit a written request for any STATE-FURNISHED MATERIAL identified in the PROJECT plans, specifications, and estimates a minimum of 45 calendar days in advance of the need for such materials.
78. Upon receipt of payment, CALTRANS will make STATE-FURNISHED MATERIAL available at a CALTRANS-designated location.
79. COUNTY will coordinate the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, and Regional Water Quality Control Board 401 Permit.
80. COUNTY will obtain the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, and Regional Water Quality Control Board 401 Permit.
81. COUNTY will implement the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, and Regional Water Quality Control Board 401 Permit.
82. COUNTY will renew, extend, and/or amend all resource agency permits as necessary.
83. COUNTY will provide maintenance for those portions of the SHS within WORK limits until COMPLETION OF WORK, after which, maintenance will be handled through an existing maintenance agreement.

### COST

#### **Cost: General**

84. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
85. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
86. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
87. COUNTY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found outside of existing SHS right of way.



88. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
89. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
90. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
91. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
92. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
93. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
94. Independent of WORK costs, COUNTY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
95. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
96. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.
97. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
98. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

99. If there are insufficient funds in this agreement to implement 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, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time are PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

100. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
101. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
102. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

**Cost: Project Approval and Environmental Document (PA&ED)**

103. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is a WORK cost.
104. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is a WORK cost.
105. FUNDING PARTNERS will share the cost of PA&ED as shown on the FUNDING SUMMARY.
106. The following partners will submit invoices for PA&ED:
  - CALTRANS will invoice COUNTY.
107. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice COUNTY for a \$50,000 initial deposit upon execution of this agreement. This deposit represents two (2) months' estimated support costs.

Thereafter, CALTRANS will submit to COUNTY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

**Cost: Plans, Specifications, and Estimates (PS&E)**

108. The cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way will be determined 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.

**Cost: CONSTRUCTION Support**

109. The cost to maintain the SHS within WORK limits is a WORK cost until COMPLETION OF WORK, after which, the cost of maintenance will be handled through an existing maintenance agreement.
110. FUNDING PARTNERS will share the cost of CONSTRUCTION Support as shown on the FUNDING SUMMARY.
111. The following partners will submit invoices for CONSTRUCTION Support:
  - CALTRANS will invoice COUNTY
112. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice COUNTY for a \$50,000 initial deposit for Source Inspection 30 working days prior to the construction contract bid advertisement date.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all Source Inspection costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

**Cost: CONSTRUCTION Capital**

113. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice COUNTY for a deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents State Furnished Material costs.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

**SCHEDULE**

114. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

115. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in

the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.

116. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
117. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.
118. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

119. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this agreement.

It is understood and agreed that COUNTY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this agreement.

120. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
121. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
122. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
123. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section

of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

124. 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.
125. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
126. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

127. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
128. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
129. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
130. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.

131. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
132. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

133. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
134. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

### **CONTACT INFORMATION**

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Johne Y. Chang, Senior Transportation Engineer  
111 Grand Avenue, MS 9B, 11th Floor  
Oakland, California 94612  
Office Phone: (510) 286-5152  
Mobile Phone: (510) 290-7630  
Email: john\_chang@dot.ca.gov

The primary agreement contact person for COUNTY is:

Jaimie Benson, Redevelopment Manager  
224 West Winton Avenue, Suite 109  
Hayward, California 94544-1215  
Office Phone: (510) 670-6107  
Mobile Phone: (510) 461-0684  
Fax Number: 510-370-6105  
Email: jaimie.benson@acgov.org

**SIGNATURES**

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

ALAMEDA COUNTY BOARD OF  
SUPERVISORS

By: \_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director, Design

By: \_\_\_\_\_  
President of the Board

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM:  
RICHARD E. WINNIE, County Counsel

By: \_\_\_\_\_  
Cynthia Stratton  
District Budget Manager

By: \_\_\_\_\_  
Brian Washington

Date: \_\_\_\_\_

RICHARD E. WINNIE, County Counsel

By:   
Audrey Beaman

Date: \_\_\_\_\_

**SCOPE SUMMARY**

4	5	6	7	8	Description	CALTRANS	COUNTY	N/A
2					<b>Project Approval and Environmental Document (PA&amp;ED) - 160, 165, 175, 180, 205</b>	X	X	
	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X	
		05			Updated Project information		X	
		10			Engineering Studies		X	
		15			Draft Project Report		X	
		20			Engineering and Land Net Surveys		X	
		30			Environmental Study Request (ESR)		X	
		40			NEPA Delegation	X		
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X	
	165				Perform Environmental Studies and Prepare Draft Environmental Document	X	X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document		X	
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
			05		Archaeological Survey		X	
				05	Area of Potential Effects/Study Area Maps		X	
				10	Native American Consultation		X	
				15	Records and Literature Search		X	
				20	Field Survey		X	
				25	Archaeological Survey Report		X	
				99	Other Archaeological Survey Products		X	
			10		Extended Phase I Archaeological Studies		X	
				05	Native American Consultation		X	
				10	Extended Phase I Proposal		X	
				15	Extended Phase I Field Investigation		X	
				20	Extended Phase I Materials Analysis		X	
				25	Extended Phase I Report		X	
				99	Other Phase I Archaeological Study Products		X	
			15		Phase II Archaeological Studies		X	
				05	Native American Consultation		X	
				10	Phase II Proposal		X	
				15	Phase II Field Investigation		X	
				20	Phase II Materials Analysis		X	
				25	Phase II Report		X	
				99	Other Phase II Archaeological Study Products		X	
			20		Historical and Architectural Resource Studies		X	
				05	Preliminary Area of Potential Effects/Study Area Maps for Architecture		X	



			10	Historic Resources Evaluation Report - Archaeology		X	
			15	Historic Resource Evaluation Report - Architecture (HRER)		X	
			20	Bridge Evaluation		X	
			99	Other Historical and Architectural Resource Study Products		X	
		25		Cultural Resource Compliance Consultation Documents		X	
			05	Final Area of Potential Effects/Study Area Maps		X	
			10	PRC 5024.5 Consultation		X	
			15	Historic Property Survey Report/Historic Resources Compliance Report		X	
			20	Finding of Effect		X	
			25	Archaeological Data Recovery Plan/Treatment Plan		X	
			30	Memorandum of Agreement		X	
			99	Other Cultural Resources Compliance Consultation Products		X	
		25		Draft Environmental Document or Categorical Exemption/Exclusion	X		
			10	Section 4(F) Evaluation	X		
			20	Environmental Quality Control and Other Reviews	X		
			25	Approval to Circulate Resolution	X		
			30	Environmental Coordination	X		
			99	Other Draft Environmental Document Products	X		
		30		NEPA Delegation	X		
		45		Required Permits During PA&ED Development		X	
		50		Permits During PA&ED Development	X	X	X
			05	U.S. Army Corps of Engineers Permit (404)		X	
			10	U.S. Forest Service Permit(s)			X
			15	U.S. Coast Guard Permit			X
			20	Department of Fish and Game 1600 Agreement(s)		X	
			25	Coastal Zone Development Permit			X
			30	Local Agency Concurrence/Permit			X
			35	Waste Discharge (NPDES) Permit		X	
			40	U.S. Fish and Wildlife Service Approval			X
			45	Regional Water Quality Control Board 401 Permit		X	
			50	Updated Environmental Commitments Record			X
			55	NEPA Delegation	X		
			95	Other Permits			X
	175			Circulate Draft Environmental Document and Select Preferred Project Alternative Identification		X	
	180			Prepare and Approve Project Report and Final Environmental Document	X	X	
		05		Final Project Report	X	X	
			05	Updated Draft Project Report		X	
			10	Approved Project Report	X		
			15	Updated Storm Water Data Report		X	
			99	Other Project Report Products		X	
		10		Final Environmental Document	X	X	
			05	Approved Final Environmental Document	X		
			25	Statement of Overriding Considerations	X		
			30	CEQA Certification	X		
			40	Section 106 Consultation and MOA	X		
			45	Section 7 Consultation	X		

			50	Final Section 4(F) Statement	X		
			55	Floodplain Only Practicable Alternative Finding	X		
			60	Wetlands Only Practicable Alternative Finding	X		
			65	Section 404 Compliance	X		
			70	Mitigation Measures	X		
			10	Public Distribution of Final Environmental Document and Respond To Comments		X	
			15	Final Right of Way Relocation Impact Document		X	
			99	Other Final Environmental Document Products		X	
		15		Completed Environmental Document	X	X	
			05	Record of Decision (NEPA)	X		
			10	Notice of Determination (CEQA)	X		
			20	Environmental Commitments Record		X	
			99	Other Completed Environmental Document Products		X	
		20		NEPA Delegation	X		
	205			Obtain Permits, Agreements, and Route Adoptions		X	
<b>3</b>				<b>Plans, Specifications, and Estimates (PS&amp;E) - 185, 230, 235, 240, 250, 255, 260, 265</b>		X	
	185			Prepare Base Maps and Plan Sheets for PS&E Development		X	
	230			Prepare Draft Plans, Specifications, and Estimates		X	X
		05		Draft Roadway Plans		X	
		10		Draft Highway Planting Plans		X	
		15		Draft Traffic Plans		X	
		20		Transportation Management Plan		X	
		25		Draft Utility Plans		X	
		30		Draft Drainage Plans		X	
		35		Draft Specifications		X	
		40		Draft Plans, Specifications, and Estimates Quantities and Estimates		X	
		55		Structures Draft Plans, Specifications, and Estimates Incorporation		X	
		60		Updated Project Information for Plans, Specifications, and Estimates Package		X	
		65		Permits During Plans, Specifications, and Estimates Development		X	X
			05	U.S. Army Corps of Engineers Permit (404)		X	
			10	U.S. Forest Service Permit(s)			X
			15	U.S. Coast Guard Permit			X
			20	Department of Fish and Game 1600 Agreement(s)		X	
			25	Coastal Zone Development Permit			X
			30	Local Agency Concurrence/Permit			X
			35	Waste Discharge (NPDES) Permit		X	
			40	U.S. Fish and Wildlife Service Approval			X
			45	Regional Water Quality Control Board 401 Permit		X	
			50	Updated Environmental Commitments Record			X
			95	Other Permits			X
		70		Railroad Agreements		X	
		75		Agreement for Material Sites		X	
		80		Executed Maintenance Agreement		X	
		85		MOU From Tribal Employment Rights Office		X	
		90		NEPA Delegation	X		
		99		Other Draft Plans, Specifications, and Estimates Products		X	

	235			Mitigate Environmental Impacts and Clean Up Hazardous Waste		X	
	240			Draft Structures Plans, Specifications, and Estimates		X	
	250			Final Structures Plans, Specifications, and Estimates Package		X	
	255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package		X	
	260			Contract Bid Documents Ready to List		X	
	265			Awarded and Approved Construction Contract		X	
		50		Contract Ready for Advertising		X	
		55		Advertised Contract		X	
		60		Bids Opened		X	
		65		Contract Award		X	
		70		Executed and Approved Contract		X	
		75		Independent Assurance		X	
<b>4</b>				<b>Right of Way (R/W) - 195, 200, 220, 225, 245, 300</b>	<b>X</b>	<b>X</b>	
	195			Right of Way Property Management and Excess Land			X
	200			Utility Relocation		X	
	220			Right of Way Engineering		X	
	225			Obtain Right of Way Interests for Project Right of Way Certification		X	
		50		Parcel and Project Documentation		X	
		55		Right of Way Interests		X	
	245			Post Right of Way Certification Work		X	
	300			Final Right of Way Engineering		X	
<b>5</b>				<b>Construction (CON) – 270,285, 290, 295</b>	<b>X</b>	<b>X</b>	
	270			Construction Engineering and General Contract Administration	X	X	
		10		Construction Staking Package and Control		X	
		15		Construction Stakes		X	
		20		Construction Engineering Work		X	
		25		Construction Contract Administration Work		X	
			05	Secured Lease for Resident Engineer Office Space or Trailer		X	
			10	Set Up Construction Project Files		X	
			15	Pre-Construction Meeting		X	
			20	Progress Pay Estimates		X	
			25	Weekly Statement of Working Days		X	
			30	Construction Project Files and General Field Office Clerical Work		X	
			35	Labor Compliance Activities		X	
			40	Approved Subcontractor Substitutions		X	
			45	Coordination		X	
			50	Civil Rights Contract Compliance		X	
			99	Other Construction Contract Administration Products		X	
		30		Contract Item Work Inspection		X	
		35		Construction Material Sampling and Testing	X	X	
			20	Source Inspection	X		
		40		Safety and Maintenance Reviews		X	
		45		Relief From Maintenance Process		X	
		55		Final Inspection and Acceptance Recommendation		X	
		60		Plant Establishment Administration		X	
		65		Transportation Management Plan Implementation During Construction		X	

		75		Resource Agency Permit Renewal and Extension Requests		X	
		80		Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99		Other Construction Engineering and General Contract Administration		X	
	285			Contract Change Order Administration		X	
	290			Resolve Contract Claims		X	
	295			Accept Contract, Prepare Final Construction Estimate, and Final Report		X	

**FUNDING SUMMARY**

Funding Source	Funding Partner	Funding Type	PA&ED	PS&E	R/W Capital	R/W Support	CON Capital	CON Support
FEDERAL	COUNTY	Demo	\$0.00	\$548,000.00	\$0.00	\$0.00	\$0.00	\$0.00
LOCAL	COUNTY	Local Demo matching	\$150,000.00	\$419,000.00	\$50,000.00	\$5,000.00	\$10,000,000.00	\$2,000,000.00
		Subtotals by Component	\$150,000.00	\$967,000.00	\$50,000.00	\$5,000.00	\$10,000,000.00	\$2,000,000.00

Funding Source	Funding Partner	Funding Type	Subtotal Support	Subtotal Capital	Subtotal Funds Type
FEDERAL	COUNTY	Demo	\$548,000.00	\$0.00	\$548,000.00
LOCAL	COUNTY	Local	\$2,574,000.00	\$10,050,000.00	\$12,624,000.00
		Subtotals by Component	\$3,122,000.00	\$10,050,000.00	\$13,172,000.00