

COOPERATIVE AGREEMENT COVER SHEET

Work Description

IMPROVING ACCESS TO NB AND SB I-880 FROM THE POSEY TUBE VIA A RIGHT-TURN-ONLY LANE FROM THE POSEY TUBE TO 5TH STREET AND A NEW HORSESHOE CONNECTOR AT JACKSON STREET BELOW THE I-880 VIADUCT THAT WOULD CONNECT TO THE EXISTING NB I-880/JACKSON STREET ON-RAMP;
RECONSTRUCTION AND SHIFTING OF THE EXISTING WB I-980/JACKSON STREET OFF-RAMP TO THE SOUTH; TO MAKE PEDESTRIAN AND BIKE IMPROVEMENTS BOTH ON OAKLAND AND ALAMEDA SIDE

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Kenny Tsan, Project Manager
111 Grand Ave
Oakland, CA94612
Office Phone: 510-847-9565
Mobile Phone: 510-847-9565
Email: Kenny.Tsan@dot.ca.gov

ALAMEDA COUNTY TRANSPORTATION COMMISSION

Jhay Delos Reyes, Director of Project Delivery
1111 Broadway, Suite 800
Oakland, CA, 94607
Office Phone: 510-208-7400
Mobile Phone: 510-779-7891
Email: jdelosreyes@alamedactc.org

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from October 13, 2024, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Alameda County Transportation Commission, a California Joint Powers Authority, referred to hereinafter as ALAMEDA CTC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *improving* access to NB and SB I-880 from the Posey Tube via a right-turn-only lane from the Posey Tube to 5th Street and a new horseshoe connector at Jackson Street below the I-880 viaduct that would connect to the existing NB I-880/Jackson Street on-ramp; reconstruction and shifting of the existing WB I-980/Jackson Street off-ramp to the south; to make pedestrian and bike improvements both on Oakland and Alameda side, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- CONSTRUCTION

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

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

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

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

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

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

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS completed the Project Initiation Document (PID) on March 16, 2011.
 - CALTRANS approved the Environmental Impact Report (EIR) on August 20, 2021.
 - CALTRANS approved the Finding of No Significant Impact (FONSI) on August 20, 2021.
 - ALAMEDA CTC is developing the Plans, Specifications, and Estimate (PS&E) (Cooperative Agreement No. 04-2821).
 - ALAMEDA CTC is developing the Right-of-Way Certification (Cooperative Agreement No. 04-2821).
 - ALAMEDA CTC completed the Project Report on February 2, 2022 (Cooperative Agreement No. 04-2553).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

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

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.
9. ALAMEDA CTC is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CALTRANS is the CONSTRUCTION IMPLEMENTING AGENCY.

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

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CEQA/NEPA Lead Agency

17. CALTRANS is the CEQA Lead Agency for the PROJECT.
18. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
21. The PROJECT will not require environmental permits/approvals.

CONSTRUCTION

22. As the CONSTRUCTION IMPLEMENTING AGENCY, CALTRANS is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
23. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
24. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
25. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
26. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days, the IMPLEMENTING AGENCY will not award the construction contract.
27. ALAMEDA CTC will ensure all necessary maintenance agreements will be executed and/or amended between the local agency with land-use jurisdiction and CALTRANS.
28. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

Schedule

29. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
30. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions

Standards

31. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
 - CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Construction Manual

Qualifications

32. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Encroachment Permits

33. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

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

Disclosures

35. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code,

Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

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

36. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

37. HM-1 is 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 the PROJECT or not.

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

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

38. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify all other PARTIES.

39. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

40. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. ALAMEDA CTC, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

41. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

ALAMEDA CTC and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and ALAMEDA CTC each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. ALAMEDA CTC will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

42. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

43. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
44. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
45. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

46. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
47. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

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

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

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

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

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

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

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

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

49. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
50. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

51. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

52. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
53. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
54. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

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

Road Repair and Accountability Act of 2017 (SB 1)

56. In those instances where PARTIES have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTIES agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is attached to and made a part of this AGREEMENT, by reference.
57. Notwithstanding anything to the contrary in this AGREEMENT, PARTIES are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.
58. PARTIES will meet the requirements of The Road Repair and Accountability Act of 2017 (SB 1), Chapter 5, Statutes of 2017, California Transportation Commission (CTC) SB1 Accountability and Transparency Guidelines and the CTC's Local Partnership Program (LPP) guidelines.

PARTIES agree that contributed funds originating from the LPP can be expended on any item identified in the PROJECT phase that is funded with LPP. LPP Competitive Grant Program funds and funds in the initial cycle of the LPP Formulaic Program shall not supplant other committed funds and are not available to fund cost increases, except as noted in the CTC's LPP Guidelines Resolution G-18-30.

GENERAL CONDITIONS

59. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

60. PARTIES understand that this AGREEMENT is 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 PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

61. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

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

Non-parties

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

Ambiguity and Performance

66. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

67. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

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

Dispute Resolution

69. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Director of ALAMEDA CTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

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

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

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

70. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

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

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

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

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

FUNDING SUMMARY

FUNDING TABLE					
IMPLEMENTING AGENCY:			CALTRANS		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	ALAMEDA CTC	STIP/RIP	18,000,000	17,344,000	35,344,000
STATE	ALAMEDA CTC	SB1 LPP-C	0	25,000,000	25,000,000
STATE	ALAMEDA CTC	SB1 LPP-F	0	7,281,000	7,281,000
LOCAL	ALAMEDA CTC	Local	0	51,375,000	51,375,000
Totals			18,000,000	101,000,000	119,000,000

SPENDING TABLE					
	CONST. SUPPORT		CONST. CAPITAL		
Fund Type	CALTRANS	ALAMEDA CTC	CALTRANS	ALAMEDA CTC	Totals
STIP/RIP	18,000,000	0	17,344,000	0	35,344,000
SB1 LPP-C	0	0	25,000,000	0	25,000,000
SB1 LPP-F	0	0	7,281,000	0	7,281,000
Local	0	0	51,375,000	0	51,375,000
Totals	18,000,000	0	101,000,000	0	119,000,000

Funding

72. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

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

73. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

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

74. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

75. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.
76. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

77. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, ALAMEDA CTC will pay invoices within five (5) calendar days of receipt of invoice.
78. If ALAMEDA CTC has received EFT certification from CALTRANS then ALAMEDA CTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

79. CALTRANS will draw from state and federal funds that are provided by ALAMEDA CTC without invoicing ALAMEDA CTC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
80. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Construction Support

81. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

Construction Capital

82. CALTRANS will invoice ALAMEDA CTC for a \$750,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and ALAMEDA CTC will reimburse for actual costs incurred and paid.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION



Wajahat Nyaz
Deputy District Director – Design

ALAMEDA COUNTY TRANSPORTATION COMMISSION



Tess Lengyel (Sep 27, 2024 15:31 PDT)

Tess Lengyel
Executive Director

Verification of Funds and Authority:



Jeffrey Kuehnel
District Budget Manager

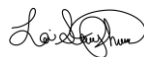
Recommended for approval:



Gary Huisingh (Sep 27, 2024 14:56 PDT)

Gary Huisingh
Deputy Executive Director of Projects

Certified as to financial terms and policies:



Lai Saephan
HQ Accounting Supervisor

Reviewed as to Budget/Financial Controls:



Patricia M Reavey (Sep 27, 2024 15:25 PDT)

Patricia Reavey
Deputy Executive Director of Finance and
Administration

Approved as to form and procedure:



Fennemore Wendel
Legal Counsel to Alameda CTC











Cooperative Agreement 04-2981 Execution Process

Final Audit Report

2024-10-13

Created:	2024-07-03
By:	Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyNKwFIVi4OQmwXHedWDxx5SICQuFvSzX

"Cooperative Agreement 04-2981 Execution Process" History

-  Document created by Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)
2024-07-03 - 9:39:51 PM GMT - IP address: 149.136.25.247
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2024-07-03 - 9:43:08 PM GMT
-  Email viewed by Rajesh Verma (rajesh.verma@dot.ca.gov)
2024-07-08 - 3:13:12 PM GMT - IP address: 67.188.218.237
-  Document approved by Rajesh Verma (rajesh.verma@dot.ca.gov)
Approval Date: 2024-07-08 - 3:14:23 PM GMT - Time Source: server- IP address: 67.188.218.237
-  Document emailed to Jeffrey Kuehnel (jeffrey.kuehnel@dot.ca.gov) for signature
2024-07-08 - 3:14:27 PM GMT
-  Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov) added alternate signer Sunthari Pongpairoj (Sunthari.Pongpairoj@dot.ca.gov). The original signer Jeffrey Kuehnel (jeffrey.kuehnel@dot.ca.gov) can still sign.
2024-07-17 - 3:54:30 PM GMT - IP address: 149.136.25.244
-  Document emailed to Sunthari Pongpairoj (Sunthari.Pongpairoj@dot.ca.gov) for signature
2024-07-17 - 3:54:31 PM GMT
-  Document e-signed by Sunthari Pongpairoj (Sunthari.Pongpairoj@dot.ca.gov)
Signature Date: 2024-07-17 - 6:35:44 PM GMT - Time Source: server- IP address: 149.136.25.245
-  Document emailed to Linda Duong (linda.duong@dot.ca.gov) for approval
2024-07-17 - 6:35:46 PM GMT
-  Email viewed by Linda Duong (linda.duong@dot.ca.gov)
2024-07-18 - 3:46:08 PM GMT - IP address: 149.136.17.253





Document approved by Linda Duong (linda.duong@dot.ca.gov)

Approval Date: 2024-07-18 - 4:55:21 PM GMT - Time Source: server- IP address: 149.136.17.253



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2024-07-18 - 4:55:24 PM GMT



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2024-07-22 - 10:05:32 PM GMT- IP address: 149.136.17.247



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Signature Date: 2024-07-22 - 10:05:41 PM GMT - Time Source: server- IP address: 149.136.17.247



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2024-07-22 - 10:05:44 PM GMT



Email viewed by Rajesh Verma (rajesh.verma@dot.ca.gov)

2024-07-22 - 10:24:46 PM GMT- IP address: 149.136.25.252



Document approved by Rajesh Verma (rajesh.verma@dot.ca.gov)

Approval Date: 2024-07-22 - 10:25:04 PM GMT - Time Source: server- IP address: 149.136.25.252



Document emailed to jdelosreyes@alamedactc.org for approval

2024-07-22 - 10:25:07 PM GMT



Email viewed by jdelosreyes@alamedactc.org

2024-07-22 - 10:30:49 PM GMT- IP address: 65.123.3.162



Email viewed by jdelosreyes@alamedactc.org

2024-07-30 - 4:41:39 PM GMT- IP address: 65.123.3.162



New document URL requested by jdelosreyes@alamedactc.org

2024-09-18 - 5:55:47 PM GMT- IP address: 20.171.83.139



Email viewed by jdelosreyes@alamedactc.org

2024-09-18 - 5:57:56 PM GMT- IP address: 20.171.83.139



New document URL requested by jdelosreyes@alamedactc.org

2024-09-26 - 11:57:47 PM GMT- IP address: 20.171.83.139



Email viewed by jdelosreyes@alamedactc.org

2024-09-26 - 11:58:12 PM GMT- IP address: 136.0.36.231



Signer jdelosreyes@alamedactc.org entered name at signing as Jhay Delos Reyes

2024-09-26 - 11:58:44 PM GMT- IP address: 20.171.83.139




Document approved by Jhay Delos Reyes (jdelosreyes@alamedactc.org)

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 Document emailed to nparish@fennemorelaw.com for signature


2024-09-26 - 11:58:49 PM GMT

 Email viewed by nparish@fennemorelaw.com

2024-09-27 - 2:04:44 AM GMT - IP address: 188.212.141.194

 Signer nparish@fennemorelaw.com entered name at signing as Neal A. Parish


2024-09-27 - 2:13:43 AM GMT - IP address: 74.206.99.126

 Document e-signed by Neal A. Parish (nparish@fennemorelaw.com)


Signature Date: 2024-09-27 - 2:13:45 AM GMT - Time Source: server- IP address: 74.206.99.126

 Document emailed to ghusingh@alamedactc.org for signature

2024-09-27 - 2:13:48 AM GMT

 Email viewed by ghusingh@alamedactc.org

2024-09-27 - 4:43:05 PM GMT - IP address: 172.226.212.3

 Signer ghusingh@alamedactc.org entered name at signing as Gary Husingh

2024-09-27 - 9:56:13 PM GMT - IP address: 20.171.83.139

 Document e-signed by Gary Husingh (ghusingh@alamedactc.org)

Signature Date: 2024-09-27 - 9:56:15 PM GMT - Time Source: server- IP address: 20.171.83.139

 Document emailed to preavey@alamedactc.org for signature

2024-09-27 - 9:56:18 PM GMT

 Email viewed by preavey@alamedactc.org

2024-09-27 - 10:06:39 PM GMT - IP address: 94.176.58.231

 Signer preavey@alamedactc.org entered name at signing as Patricia M Reavey

2024-09-27 - 10:25:09 PM GMT - IP address: 20.171.83.139

 Document e-signed by Patricia M Reavey (preavey@alamedactc.org)


Signature Date: 2024-09-27 - 10:25:11 PM GMT - Time Source: server- IP address: 20.171.83.139

 Document emailed to tlengyel@alamedactc.org for signature

2024-09-27 - 10:25:14 PM GMT

 Email viewed by tlengyel@alamedactc.org

2024-09-27 - 10:30:04 PM GMT - IP address: 162.43.250.235

 Signer tlengyel@alamedactc.org entered name at signing as Tess Lengyel
















2024-09-27 - 10:31:19 PM GMT - IP address: 20.171.83.139

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-  Document emailed to Rajesh Verma (rajesh.verma@dot.ca.gov) for approval
2024-09-27 - 10:31:24 PM GMT
-  Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov) added alternate approver Valerie Ruggeberg (valerie.ruggeberg@dot.ca.gov). The original approver Rajesh Verma (rajesh.verma@dot.ca.gov) can still approve.
2024-09-30 - 3:57:05 PM GMT - IP address: 149.136.25.246
-  Document emailed to Valerie Ruggeberg (valerie.ruggeberg@dot.ca.gov) for approval
2024-09-30 - 3:57:05 PM GMT
-  Document approved by Rajesh Verma (rajesh.verma@dot.ca.gov)
Approval Date: 2024-09-30 - 4:09:44 PM GMT - Time Source: server- IP address: 149.136.25.248
-  Document emailed to Kenny Tsan (kenny.tsan@dot.ca.gov) for approval
2024-09-30 - 4:09:48 PM GMT
-  Email viewed by Kenny Tsan (kenny.tsan@dot.ca.gov)
2024-09-30 - 5:23:58 PM GMT - IP address: 149.136.25.244
-  Document approved by Kenny Tsan (kenny.tsan@dot.ca.gov)
Approval Date: 2024-09-30 - 5:24:08 PM GMT - Time Source: server- IP address: 149.136.25.244
-  Document emailed to mort.azimi@dot.ca.gov for approval
2024-09-30 - 5:24:11 PM GMT
-  Email sent to mort.azimi@dot.ca.gov bounced and could not be delivered
2024-09-30 - 5:27:55 PM GMT
-  Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov) replaced approver mort.azimi@dot.ca.gov with Morteza Azimi (morteza.azimi@dot.ca.gov)
2024-10-08 - 3:24:01 PM GMT - IP address: 149.136.25.252
-  Document emailed to Morteza Azimi (morteza.azimi@dot.ca.gov) for approval
2024-10-08 - 3:24:01 PM GMT
-  Email sent to mort.azimi@dot.ca.gov bounced and could not be delivered
2024-10-08 - 3:28:50 PM GMT
-  Email viewed by Morteza Azimi (morteza.azimi@dot.ca.gov)
2024-10-09 - 5:37:52 AM GMT - IP address: 172.226.212.13
-  Document approved by Morteza Azimi (morteza.azimi@dot.ca.gov)
Approval Date: 2024-10-09 - 9:02:46 PM GMT - Time Source: server- IP address: 149.136.25.246
-  Document emailed to Wajahat Nyaz (wajahat.nyaz@dot.ca.gov) for signature
2024-10-09 - 9:02:48 PM GMT





Document e-signed by Wajahat Nyaz (wajahat.nyaz@dot.ca.gov)

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Agreement completed.

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