



Town of Moraga	Agenda Item
CONSENT	6.3

Meeting Date: September 13, 2023

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Shawn Knapp, Public Works Director / Town Engineer

Subject: Consider Resolution Approving Various Amendments to Fiscal Year 2023-2024 and 2024-2025 Funding an Increase of \$62,000 for the Moraga Road and Canyon Road Complete Streets Project (CIP No. 23-411) and Authorizing the Town Manager to Execute a Project Cooperative Agreement with Contra Costa Transportation Authority

Recommendation

Staff recommends that Town Council approve Resolution approving amendments to the Fiscal Year 2023-2024 and 2024-2025 budget to be used for project administrative, design, environmental, and right-of-way services, and authorizing the Town Manager to execute a Project Funding Agreement with Contra Costa Transportation Authority (CCTA) for the US Department of Transportation (USDOT) Safe Routes for All (SS4A) grant funded Moraga Road and Canyon Road (St. Mary's Road To Sanders Drive) Complete Streets project.

Background

The sections of the Moraga Road and Canyon Road (St. Mary's Road to Sanders Drive) have been identified for desired safety improvements by the community and Town Council, with a number of these improvement recommendations listed in the 2016 Moraga Walk and Bike Plan, 2022 Moraga Local Roadway Safety Plan, and draft 2023 CCTA Lamorinda Action Plan.

Call for SS4A Grant Funding Applications

In the summer of 2022, CCTA prepared an application in response to the USDOT's SS4A Discretionary Grant Program. CCTA selected five safety improvement projects distributed throughout the county to be included in the SS4A Grant Application. The five safety improvement projects were identified through CCTA's comprehensive safety planning efforts based on their anticipated impacts on: 1) safety; 2) equity engagement and collaboration; 3) effective practice and technology; and 4) climate change adaptation and sustainability with emphasis on areas with a high rate of crashes and located within Equity Priority Community (EPC); historically disadvantaged communities; and Priority Development Areas (PDA). The multi-agency collaborative grant application included

projects for East Bay Regional Park District (EBRPD), City of El Cerrito, City of Antioch, and the Town of Moraga.

In February of this year, CCTA was awarded \$28.9 million in USDOT's Safe Streets for All funding to deliver the proposed projects.

Discussion/Analysis

The Town's two grants funded the Smart Signals projects, which will upgrade traffic signals townwide with intelligent transportation systems such as: interconnected signal operations; CCTV cameras; video detection; emergency vehicle preemption; battery backup systems; and remote access for signal operations. The Smart Signal construction work will be coordinated, and their benefits will complement the safety improvements of the Moraga Road and Canyon Road (St. Mary's Road to Sanders Drive) Complete Streets project.

Project Funding Budget

In the original SS4A grant application, the project cost estimate was based on the Town staff managing the project as non-reimbursable. USDOT ruled that CCTA would need to be the lead sponsoring agency managing all the SS4A projects and that Caltrans would provide regulatory review of project submittals and approvals. This additional level of oversight has increased the project administration costs, so additional funding is needed.

On June 28, 2023, the Town Council approved a \$3,975,000 CIP project budget (composed of \$2,984,000 in SS4A and \$991,000 in Moraga local matching funds) for the Moraga and Canyon Road "Complete Streets" project. A revised project budget of \$4,057,000 is requested to cover CCTA management costs composed of a \$62,000 Town match, and increases have partially been offset by an additional \$20,000 in SS4A grant funds. The revised project budget is shown in the following table.

Project Phases	Total Project Cost	Town Funding Match	SS4A Grant Reimbursement¹
Moraga Project Administration	\$175,000	\$175,000 ²	\$0
CCTA Project Management	\$248,000	\$248,000 ³	\$0
Environmental, ROW, and Utilities	\$230,000	\$230,000	\$0
Engineering Design	\$400,000	\$400,000	\$0
Construction	\$2,620,000	\$0	\$2,620,000
Construction Management	\$384,000	\$0	\$384,000

¹ Each project phase that is "Federalized" requires additional oversight, review and approvals by Caltrans serving as the regulatory body for USDOT on this project. Federalization increases time to complete each phase of the project and increases the project costs. The USDOT is allowing CCTA to only Federalize the Construction and Construction Management phases and the other phases to serve as the Town's local project match. The SS4A grant will pay 100% of the costs for Construction and Construction Management phases, up to the maximum SS4A grant award of \$3,004,000.

² Town staff administration budget is estimated at \$35,000 annually over the 5 years of the project. Town staff time does not count for calculation of minimal 20% local grant match for this SS4A grant.

³ CCTA Project Management cost was an added project expense post the SS4A grant award. USDOT will allow the CCTA Project Management costs to be counted toward meeting the 20% local match.

Revised Project Total Budgets	\$4,057,000	\$1,053,000	\$3,004,000
Approved CIP Budget	\$3,975,000	\$991,000	\$2,984,000
Requested Budget Increase	\$82,000	\$62,000	\$20,000

Project Cooperative Agreement

CCTA will take the management lead in implementing all five SS4A grant projects, coordinating closely with each of the partner agencies. CCTA's role will include overall project and program management; coordination with USDOT; procuring and managing consultants and contractor services required to complete the Plans, Specifications and Estimate, Right of Way (ROW), and Environmental Permitting clearance; and the Construction phase of the projects. Moraga staff will participate in the procurement and selection processes for consultants and contractors, as well as the management of the delivery of various phases of the projects.

CCTA has requested that Moraga execute the attached Project Cooperative Agreement (Attachment B), specifying the roles, responsibilities, and costs for each agency in the delivery of the project.

Fiscal Impact

CCTA has reached an agreement with USDOT that the \$2,620,000 Construction and \$384,000 Construction Management/Inspection services will be 100% reimbursable, and the other project phases will serve as the Town's project matching funds. Staff is requesting funding from Fund 799 (LFFA) increase from \$34,000 to \$165,000 for FY 2023-24, and funding increase from \$75,000 to \$265,000 for FY 2024-25; and funding from Fund 212 (Garbage Vehicle Impact Fee) be \$100,000, and Fund 711 (Pavement Management Program) be \$240,000 for FY 2024-25. The project funding approved and proposed revisions are shown on the proposed CIP 23-411 project sheet (Attachment C and D):

CEQA

Approval of proposed amendments to FY 2023-24 and FY 2024-25 budget and seeking CCTA SS4A funding is not subject to review under the California Environmental Quality Act (CEQA) per Public Resources Code Section 21000, et seq. and CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including, Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a "project" that may cause a direct, or reasonably foreseeable indirect, physical change in the environment and if a "project," is exempt under the "common sense" exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment. The Town would undertake the necessary CEQA review for the construction of the Project, should it proceed.

Alternative(s)

1. Adopt the attached Resolution; or
2. Adopt the attached Resolution with modifications; or
3. Not adopt the attached Resolution and provide direction to staff.

Not allocating funding for the additional CCTA project administration services and other Town funding matches now shifted forward, and executing the proposed Cooperative Agreement would risk losing SS4A funding for the Project.

Next Steps

If the agreement is authorized, the Town will submit an executed Project Cooperative Agreement to CCTA. The final CCTA Board approval of the allocation of 2024 STIP funds will be considered at their next September 2023 meeting.

Report reviewed by: **Scott Mitnick, Town Manager**
 Denise Bazzano, Assistant Town Attorney

Attachment:

- A.** Resolution No. __ - 2023 Approving Amendments to the Fiscal Year 2023-2024 and Fiscal Year 2024-2025 Budget providing from Fund 799 (LFFA) increase from \$34,000 to \$165,000 for FY 2023-24; and funding increase from \$75,000 to \$265,000 for FY 2024-25; and funding from Fund 212 (Garbage Vehicle Impact Fee) be \$100,000 and Fund 711 (Pavement Management Program) be \$240,000 for FY 2024-25. Budget Appropriations for the Moraga Road And Canyon Road (St. Mary's Road To Sanders Drive) Complete Streets project (CIP 23-411) to be used for project administrative services, design, environmental and right-of-way services for FY 2023-24 to FY 2024-25; and authorize the Town Manager to execute a Project Cooperative Agreement No. 667 with Contra Costa Transportation Authority for the Town's Moraga Road and Canyon Road (St. Mary's Road to Sanders Drive) Complete Streets project (CIP 23-411)
- B.** Draft Project Cooperative Agreement No. 667 between Contra Costa Transportation Authority and the Town of Moraga for the Environmental Clearance, Plans, Specifications and Estimate (PS&E), Right-of-Way (Row), and Construction Phases for Moraga Road and Canyon Road Complete Streets Improvement Project
- C.** Approved Moraga and Canyon Road (St. Mary's – Sanders Drive) "Complete Streets" Project (CIP 23-411) - CIP project sheet
- D.** Requested Funding Revisions Moraga and Canyon Road (St. Mary's – Sanders Drive) "Complete Streets" Project (CIP 23-411) - CIP project sheet.
- E.** CCTA Moraga Road and Canyon Road "Complete Streets" Fact Sheet

ATTACHMENT A

Resolution __ - 2023 Authorizes the Town Manager to execute
Agreement No. 667 between Contra Costa Transportation
Authority and the Town of Moraga for the Exchange of State
Transportation Improvement Program Funds

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. ____-2023

APPROVING AMENDMENTS TO THE FISCAL YEAR 2023-2024 AND FISCAL YEAR 2024-2025 BUDGET PROVIDING FOR FUND 799 (LFFA) INCREASE FROM \$34,000 TO \$165,000 FOR FY 2023-24; AND FUNDING INCREASE FROM \$75,000 TO \$265,000 FOR FY 2024-25; AND FUNDING FROM FUND 212 (GARBAGE VEHICLE IMPACT FEE) BE \$100,000, AND FUND 711 (PAVEMENT MANAGEMENT PROGRAM) BE \$240,000 FOR FY 2024-25 BUDGET APPROPRIATIONS FOR THE MORAGA ROAD AND CANYON ROAD (ST. MARY'S ROAD TO SANDERS DRIVE) COMPLETE STREETS PROJECT (CIP 23-411) TO BE USED FOR PROJECT ADMINISTRATIVE, DESIGN, ENVIRONMENTAL AND RIGHT-OF-WAY SERVICES FOR FY 2023-24 AND FY 2024-25; AND AUTHORIZE THE TOWN MANAGER TO EXECUTE A PROJECT COOPERATIVE AGREEMENT NO. 667 WITH CONTRA COSTA TRANSPORTATION AUTHORITY FOR THE TOWN'S MORAGA ROAD AND CANYON ROAD (ST. MARY'S ROAD TO SANDERS DRIVE) COMPLETE STREETS PROJECT (CIP 23-411)

WHEREAS, the Contra Costa Transportation Authority (CCTA) has received grant funding from the US Department of Transportation (USDOT) for the Moraga Road and Canyon Road (St. Mary's Road to Sanders Drive) Complete Streets Project (CIP 23-411) (Project); and

WHEREAS, the USDOT has specified that CCTA as the project sponsor shall implement and manage the Project; and

WHEREAS, The Town of Moraga and CCTA mutually desire to cooperate in completing the Project; and

WHEREAS, The Project Cooperative Agreement will specify the terms and conditions under which the project will be implemented; and

WHEREAS, CCTA has negotiated with the USDOT for the Construction and Construction Management/Inspection project phases to be 100% reimbursable. The other project phases are to be paid by the Town and used as the Town's required project funding match. In order to continue working on the project, staff is requesting new project allocations for FY 2023-24 and FY 2024-25 budget for CIP Project No 23-411 from Fund 799 (LFFA) and Fund 711 (Pavement Management Program) and Fund 212 (Garbage Vehicle Impact Fees) funds.

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Moraga hereby finds that approval of proposed amendments to FY 2023-24 and FY 2024-25 budget and seeking CCTA SS4A Funding is not subject to review under the California Environmental Quality Act (CEQA) per Public Resources Code Section 21000, et seq. and CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including, Public

Resources Code section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment and if a “project,” is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment. The Town would undertake the necessary CEQA review for the construction of the Project, should it proceed.

BE IT FURTHER RESOLVED that the Town Council of the Town of Moraga:

- 1) Approving Amendments to the Fiscal Year 2023-2024 and Fiscal Year 2024-2025 Budget providing for Fund 799 (LFFA) increase from \$34,000 to \$165,000 for FY 2023-24 and funding increase from \$75,000 to \$265,000 for FY 2024-25; and funding from Fund 212 (Garbage Vehicle Impact Fee) be \$100,000, and Fund 711 (Pavement Management Program) be \$240,000 for FY 2024-25. Budget appropriations for the Moraga Road Canyon Road (St. Mary’s Road to Sanders Drive) Complete Streets Project (CIP 23-411) to be used for Project Administrative, Design, Environmental, and Right of Way services, as summarized in Exhibit A attached hereto.
- 2) Authorizes the Town Manager to Execute a Project Cooperative Agreement No. 667, with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the Agreements and any amendments to the Agreements consistent with this Resolution with Contra Costa Transportation Authority for The Town’s Moraga Road And Canyon Road (St. Mary’s Road To Sanders Drive) Complete Streets Project (CIP 23-411).

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MORAGA this 13th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Renata M. Sos
Mayor

Yashin Abbas
Interim Town Clerk

Moraga and Canyon Road (St. Mary's - Sanders Drive) "Complete Streets"

Project No: 23-411

Category: Transportation

Project Location: Moraga Road and Canyon Road

Responsible Public Works Department:



Account Number & Status: 700-724-XXX-23

Project Objective: "Complete Streets" are designed to provide safety improvements for all ages of users and abilities, regardless of whether they are traveling as drivers, pedestrians, bicyclists, or public transportation riders. "Complete Streets" encompasses many approaches to planning, designing, and operating roadways and rights-of-way with all users in mind to make the transportation network safer and more efficient. This project addresses 2023 Town Goal #2,7.

Project Description: The Town created a conceptual plans for this corridor and was awarded Department of Transportation Safe Routes For All project grant to design and construct proposed safety improvements.

Basis for Schedule: Construction/design will commence when funding becomes available.

Basis for Cost: Based on preliminary engineering costs estimates.

Project Balance Note:

EXPENDITURES	(Thousands of Dollars)								PROJECT TOTAL
	Prior FY Actuals	FY 22/23 Expenses	FY 23/24 Carryover	2023-24	2024-25	2025-26	2026-27	2027-28	
071 - Administration - CCTA				50	50	50	50	48	248
071 - Administration - Moraga				35	35	35	35	35	175
072 - Construction						1,310	1,310		2,620
073 - Const Mgmt/Inspection						192	192		384
075 - Design				50	350				400
077 - Environmental				30	85				115
080 - Right-of-Way					85	30			115
EXPENDITURE TOTALS				165	605	1,617	1,587	83	4,057
FUNDING SOURCES									
-SS4A Grant						1,502	1,502		3,004
210-Measure J						115	85	83	283
212-Garbage Vehicle Impact Fees					100				100
711-Pavement Management Program					240				240
799-LFFA				165	265				430
FUNDING TOTALS				165	605	1,617	1,587	83	4,057

ATTACHMENT B

Draft Project Cooperative Agreement No. 667 between Contra Costa Transportation Authority and the Town of Moraga for the Environmental Clearance, Plans, Specifications and Estimate (PS&E), Right-of-Way (Row), and Construction Phases for Moraga Road and Canyon Road Complete Streets Improvement Project

COOPERATIVE AGREEMENT NO. 667

BETWEEN

CONTRA COSTA TRANSPORTATION AUTHORITY

AND

TOWN OF MORAGA

FOR

ENVIRONMENTAL CLEARANCE, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT MORAGA ROAD AND CANYON ROAD COMPLETE STREETS OF WAY (ROW), AND CONSTRUCTION PHASES FOR MORAGA ROAD AND CANYON ROAD COMPLETE STREETS IMPROVEMENT PROJECT

I. PARTIES

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) effective on [date], is made and entered into by and between the Contra Costa Transportation Authority (AUTHORITY) and the Town of Moraga (TOWN), (AUTHORITY and TOWN may be referred to herein as a “Party” and collectively “Parties”).

II. RECITALS

- A. WHEREAS, TOWN intends to build Complete Streets improvements along Moraga Road between St Mary's Road and Moraga Way, and Canyon Road between Moraga Way and Sanders Drive, in Downtown Moraga. The improvements consist of adding 1233 LF new sidewalks, replacing/repairing 1872 LF nonconforming sidewalks, installing 14 ADA-accessible curb ramps, 12 Solar-powered Rectangular Rapid Flash Beacons (RRFBs), intersection timing with leading pedestrian intervals, 4 median pedestrian crossing noses, 4600 LF enhanced Class II bike lanes with buffer zones, pavement renovation, 25 street trees along new sidewalk, 3 new bus stop shelters with people-friendly benches and solar-power-compacted garbage bins, speed feedback signs, and other necessary improvements. (PROJECT). A detailed description of the PROJECT is set forth in Attachment A; and
- B. WHEREAS, the PROJECT will be designed and constructed using design-bid-build procurement method; and
- C. WHEREAS, the TOWN has agreed to contribute funds toward the PROJECT and has allocated \$878,000 from TOWN’s local funds, to pay for the required match for the Federal funds and for costs incurred by AUTHORITY for Project Management, and all phases of project delivery including planning (including grant application and coordination with USDOT), completion of all necessary environmental review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA)

(collectively “Environmental Clearance”), preparation of plans, specifications and estimates (PS&E), right-of-way (ROW) and Construction of the PROJECT; and

- D. WHEREAS, the AUTHORITY has secured \$3,004,000 in United States Department of Transportation (USDOT) funding from the Safe Streets and Roads for All (SS4A) Discretionary Grant Program for the PROJECT; and
- E. WHEREAS, the Parties consider the PROJECT to be a high priority project of mutual interest and are willing to cooperate in the implementation of the PROJECT; and
- F. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the project development, ROW and construction phases of the PROJECT. ; and
- G. WHEREAS, the PROJECT is estimated to cost a total of \$3,882,000 as shown in ATTACHMENT B; and
- H. WHEREAS, the TOWN desires the AUTHORITY provide project planning, delivery services and program management services for all PROJECT activities including coordination with USDOT on funding requirements and execution of PROJECT agreement(s), procurement of required consultants and contractors to complete all activities described in ATTACHMENT B, and oversight of said work, to access SS4A funding in the amount of \$3,004,000, and understands it is the sole responsibility of TOWN to reimburse 100% of actual AUTHORITY costs associated with these activities; and
- I. WHEREAS, AUTHORITY will notify the TOWN once the AUTHORITY learns that costs will exceed estimated amount defined in Attachment B. Parties will negotiate increased TOWN funding or other funding sources, or options to down scope the PROJECT to meet available funding, and;
- J. WHEREAS, it is mutually understood that the PROJECT will likely proceed in phases including: (i) project planning, (ii) preliminary design and CEQA/NEPA Environmental Clearance, (iii) design (PS&E), ROW including utility relocations, and (iv) construction, construction management, and closeout. The work scope, budget and timelines of deliverables for each phase will be stipulated in individual task orders for each phase; The task order will define the advanced amount of funds required from the TOWN for the phase being delivered. The advanced amount is necessary to meet the match requirement by the federal grant, reduce PROJECT administrative burden, and minimize cashflow impacts on the AUTHORITY, per ATTACHMENT C.

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

Attachment B – DRAFT Agreement

- A. To provide planning and program management services for all PROJECT activities including coordination with USDOT on funding requirements and execution of PROJECT agreement(s), procurement of required consultants and contractors to complete all activities described in ATTACHMENT B, and oversight of said work.
- B. To procure the services of a consultant team, in consultation with the Town, to prepare the environmental document (CEQA and NEPA), to develop 35%, 65%, 95%, and Final Plans, Specifications, & Estimates (PS&E), and to provide design support during construction, construction management, and closeout.
- C. To coordinate with TOWN for CEQA and NEPA approval of the environmental document, as required, and support the TOWN as the lead agency for both CEQA and NEPA, as applicable.
- D. To provide utility coordination services and work with the TOWN on required documents, utility relocations and agreements. Should there be ROW or easement acquisition, AUTHORITY will procure a consultant for right-of-way acquisition services. AUTHORITY will seek an amendment to cover the cost of these services.
- E. Left Blank Intentionally
- F. To designate a responsible staff member that will be AUTHORITY'S representative in attending all meetings between the parties or pertaining to the PROJECT, providing and receiving day-to-day communication.
- G. AUTHORITY Executive Director is authorized to act on behalf of AUTHORITY under this Agreement.
- H. To provide TOWN an opportunity to review and comment on, and approve the project delivery documents including procurement documents, environmental documents, PS&E (at the various stages of completion), construction bid and construction administration documents, project budget and consultant contracts and costs.
- I. To provide TOWN an opportunity to participate in consultant selection for service procured by AUTHORITY.
- J. To provide TOWN an opportunity to review and comment on all PROJECT agreements entered into by AUTHORITY and pertaining to TOWN.
- K. To include TOWN in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide TOWN with copies of PDT meeting minutes and action items.
- L. To provide no less than quarterly reports through the duration of the USDOT grant agreement performance period.

- M. Performance of services under these consultant and construction contracts shall be subject to the technical direction of the AUTHORITY's Executive Director, or designee, with input and consultation from TOWN.
- N. To facilitate and coordinate obtaining required agreements from USDOT including authorization for expenditure of funds, prior to advertising for professional or construction contracts for PROJECT.
- O. To seek reimbursement from USDOT on work performed on any phase of the PROJECT which will be funded by Federal sources as shown in ATTACHMENT C. The actual cost of a specific phase may ultimately vary from the estimates provided and the final reimbursement amount shall be adjusted based on the Federal funding agreements.
- P. To prepare and submit invoices to TOWN for expenditures related to planning activities incurred by AUTHORITY prior to execution of USDOT agreement.
- Q. To prepare and submit a Task Order to TOWN, for TOWN's review and approval, describing the work scope, budget and timelines of deliverables prior to initiation of Project Development, ROW, and Construction phases. The Task Order will define the amount of TOWN funding commitment that will be advanced to AUTHORITY for the phase being delivered.
- R. To provide TOWN an opportunity to review proposed contract change orders during construction which such approval shall be provided within two working days. Failure to respond within two working days constitutes a waiver of the right to object to the proposed change order.
- S. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of project management, Environmental Clearance, PS&E, ROW including utility relocations, construction, construction administration and closeout work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- T. To prepare a final accounting of expenditures, including a final invoice for the actual Project Management cost (AUTHORITY and Project Management Oversight staff), Environmental Clearance, PS&E, ROW, and construction costs expended for the PROJECT. The final accounting of expenditures and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work including resolution of any claims and shall be submitted to TOWN. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and USDOT requirements and for all PROJECT-specific and support activities, as approved by TOWN and described herein.

- U. To provide TOWN copies of approved contractor invoices and payment vouchers no less than twice annually until PROJECT completion, but not to exceed quarterly.
- V. To cooperate in having a PROJECT-specific audit of all PROJECT expenditures if requested by the TOWN. The audit is intended to justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement. The auditor shall be selected by TOWN.
- W. To reimburse TOWN for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due to TOWN within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the TOWN reserves the right to withhold future payments for the PROJECT due to AUTHORITY from any source under TOWN's control.
- X. To procure and maintain insurance coverage (or a program of self-insurance of equivalent character and coverage) of the types and in the amounts identified in ATTACHMENT D and name the TOWN as an additional insured for all work performed by AUTHORITY on TOWN's behalf. Further, AUTHORITY will ensure that all consultants and subconsultants hired to perform work on the PROJECT name the TOWN as an additional insured and procure and maintain insurance coverage of the types and in the amounts identified in ATTACHMENT D.
- Y. To attend TOWN Council, Committee, Commission, and public meetings to present design recommendations, PROJECT updates and other information, as needed provided sufficient notice is given.

IV. TOWN RESPONSIBILITIES

TOWN agrees:

- A. To jointly enter into utility agreements with Authority and any affected utilities if utility facilities need to be relocated or new service connections are required to facilitate the PROJECT, acknowledging that the PROJECT represents a "proper governmental use" of any public street affected by the PROJECT and thus utilities will be responsible for any relocation required on such street pursuant to the utilities' franchise agreements. To enter into any required maintenance agreements and prepare, acquire and execute any required easements for PROJECT prior to construction.
- B. To pay an advancement to AUTHORITY for estimated costs for each phase of the PROJECT as specified in Task Order submitted by AUTHORITY. The actual cost of a specific phase may ultimately vary from the estimates provided in ATTACHMENT B; however, under no circumstances is the total combined TOWN contribution to exceed \$1,007,000 without an amendment to this Agreement.

- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to TOWN when planning on conducting additional audits.
- D. To designate a responsible staff member that will be TOWN's representative in attending all meetings between the parties or pertaining to the PROJECT, receiving day-to-day communication and reviewing the PROJECT documents.
- E. To act as Lead Agency for purposes of CEQA/NEPA, as applicable.
- F. To review and provide comments on Environmental Clearance document, PS&E, construction bids, construction management contract and closeout documents within 30 days, or other durations as mutually agreed between Parties, of receiving the review request from AUTHORITY.
- G. TOWN Manager is authorized to act on behalf of TOWN, to the extent approved by TOWN Council, under this Agreement.
- H. Subject to applicable law and funding restrictions, TOWN has the ultimate authority to make final decisions on changes to the design and procurement methods.
- I. To formally accept the PROJECT through TOWN Council action following completion.
- J. To facilitate public meetings, meetings with the TOWN Council, Committees, Commissions and the public regarding the PROJECT.
- K. To secure funding and reimburse the AUTHORITY for cost increases on the PROJECT. Upon notification by the AUTHORITY of cost increases, TOWN will secure the funding or negotiate with AUTHORITY to reduce the scope if additional funding is not available.

V. MUTUAL RESPONSIBILITIES

The Parties agree:

A. Performance Period

a. This Agreement shall go into effect on (DATE) (the “Effective Date”). This Agreement shall end 12 months following acceptance of the PROJECT by the TOWN and reimbursement of all costs to AUTHORITY, unless extended by written amendment. See article H under Section V.

B. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT as of the Effective Date of this Agreement.

C. To abide by all Terms and Conditions contained in the Agreement between USDOT and AUTHORITY for the programming and authorization to expend funding from the fiscal year 2022 Safe Streets and Roads for All Grant program. (ATTACHMENT D).

D. In the event AUTHORITY determines cost for any PROJECT phase work may exceed the amounts identified in Attachment B of this Agreement, AUTHORITY shall inform TOWN of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to either modify the scope of the PROJECT or the amounts identified in this Agreement, or both. Under no circumstances is the total combined TOWN contribution to exceed \$878,000 without an amendment to this Agreement.

E. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement.

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

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

Attachment B – DRAFT Agreement

Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

- H. This Agreement shall end 12 months following acceptance of the PROJECT by the TOWN and reimbursement of all costs to AUTHORITY, unless extended by written amendment, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other non-cancellable obligations it may have incurred or the non-terminating Party may have incurred for the benefit of the terminating Party under the terms of the Agreement prior to termination.
- I. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- J. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- K. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County. All Parties agree to follow all local, state, and federal laws and ordinances with respect to the performance of this Agreement.
- L. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- M. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- N. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- O. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- P. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or

Attachment B – DRAFT Agreement

performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- Q. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs D and E of this Section.
- R. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- S. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/email stated below:

If to AUTHORITY: Tim Haile
Executive Director
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Telephone: 925-256-4735
Email: thaile@ccta.net

If to TOWN: Scott Mitnick
Town Manager
329 Rheem Boulevard
Moraga, CA 94556
Telephone: 925-888-7020
Email: smitnick@moraga.ca.us

- T. There are no third-party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.
- U. This Agreement, with its exhibits, represents the entire understanding of AUTHORITY and TOWN as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

SIGNATURES ON FOLLOWING PAGE:

**COOPERATIVE AGREEMENT NO. 667
BETWEEN
CONTRA COSTA TRANSPORTATION AUTHORITY
AND TOWN OF MORAGA**

**CONTRA COSTA TRANSPORTATION
AUTHORITY**

TOWN OF MORAGA

By: _____
Federal Glover
Chair

By: _____
Scot Mitnick
Town Manager

Date: _____

Attest: _____
Tarienne Grover
Clerk of the Board

By: _____
Fennemore Wendell
Authority Counsel

Date: _____

Attachment A

PROJECT DESCRIPTION & PROPOSED IMPROVEMENTS

The Moraga Road and Canyon Road Complete Streets Project will be implemented along Moraga Road between St Mary's Road and Moraga Way, and Canyon Road between Moraga Way and Sanders Drive, in Downtown Moraga. Based on conceptual plans, the project scope is expected to consist of adding 1233 LF new sidewalks, replacing/repairing 1872 LF nonconforming sidewalks, installing 14 ADA-accessible curb ramps, 12 Solar-powered Rectangular Rapid Flash Beacons (RRFBs), intersection timing with leading pedestrian intervals, 4 median pedestrian crossing noses, 4600 LF enhanced Class II bike lanes with buffer zones, pavement renovation, 25 street trees along new sidewalk, 3 new bus stop shelters with people-friendly benches and solar-power-compacted garbage bins, speed feedback signs, and other necessary improvements. The improvements will tie into previously constructed projects providing continuous safe routes for the residents of outlying rural areas connecting low-income residents to the schools and services within Moraga and provide improved access to active transportation modes.

(Independent Cost Estimate is attached as an Exhibit to the Project Description & Proposed Improvements)

Attachment B**PROJECT COST ESTIMATE**

ACTIVITIES	AMOUNT
CCTA Planning, Project Management and Procurements	\$248,000
Consultant Services for Environmental Clearance, PS&E, and Right of Way Engineering	\$ 515,000
Right-of-Way Acquisition/Utilities Relocation	\$115,000
CONSTRUCTION	2,620,000
CONSTRUCTION SUPPORT <i>(Including Construction Management, Design Support During Construction & Permit Fees)</i>	\$384,000
TOTAL PROJECT COST	\$ 3,882,000

Attachment C

PROJECT FUNDING TABLE

FUNDING SOURCE	AMOUNT
Local Funds	\$878,000
SS4A (Federal Funding)	\$3,004,000
Total	\$3,882,000

Attachment D

Insurance Requirements

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

a. Commercial General Liability

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

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

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

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

(1) Bodily Injury and Property Damage

(2) Personal Injury/Advertising Injury

(3) Premises/Operations Liability

(4) Products/Completed Operations Liability

(5) Aggregate Limits that Apply per Project

(6) Explosion, Collapse and Underground exclusion deleted

(7) Contractual Liability with respect to this Agreement

(8) Property Damage

(9) Independent Consultants Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

(i) [Contractor or Consultant] certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be

insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

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

d. Professional Liability (Errors and Omissions)

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

e. Pollution Liability [DELETE SECTION IF NOT APPLICABLE]

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

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

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

f. Minimum Policy Limits Required

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

Combined Single Limit

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

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

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

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

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

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

g. Evidence Required

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

h. Policy Provisions Required

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

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

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve [Contractor or

Consultant] from liability in excess of such coverage, nor shall it limit [Contractor or Consultant]'s indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

i. Qualifying Insurers

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

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

j. Additional Insurance Provisions

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

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

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

(iii) The Authority may require [Contractor or Consultant] to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

Indemnification

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

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

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

California Labor Code Requirements

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

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

Attachment E

CCTA/FHWA DRAFT AGREEMENT

DRAFT

Attachment B – DRAFT Agreement

- 1. Award No.**
- 2. Effective Date**
See No. 17 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
Contra Costa Transportation Authority
2999 Oak Road, Ste 100
Walnut Creek, CA 94597
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- Unique Entity Id.: XCKQJHZ2Y3R4
TIN No.: 94-3348123
- 6. Period of Performance**
Effective Date of Award –
- 7. Total Amount**
- | | |
|----------------------|---------------|
| Federal Share: | \$28,940,0010 |
| Recipient Share: | \$15,137,000 |
| Other Federal Funds: | \$918,000 |
| Other Funds: | \$2,000,000 |
| Total: | \$46,995,010 |
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. Procurement Request No.**
- 11. Federal Funds Obligated**
Phase 1: Preliminary Engineering \$0
- 12. Submit Payment Requests To**
See article 20.
- 13. Payment Office**
See article 20.
- 14. Accounting and Appropriations Data**
- 15. Description of Project**
Bicycle and Pedestrian Safety Improvements to Improve Equity Countywide in Contra Costa County

RECIPIENT

16. Signature of Person Authorized to Sign

Signature
Name:
Title: _____
Date

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature
Name:
Title: Agreement Officer _____
Date

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the Contra Costa Transportation Authority (the “**Recipient**)”].

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Bicycle and Pedestrian Safety Improvements to Improve Equity Countywide in Contra Costa County..

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated August 1, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the [FHWA] [USDOT] the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Bicycle and Pedestrian Safety Improvements to Improve Equity Countywide in Contra Costa County.

Application Date: 09/15/2022 Award Amount.

SS4A Grant Amount: \$28,940,010 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase and Scope of the Project	Phase of the SS4A Grant	Obligation Condition
Preliminary Engineering	\$0	
1) SF Bay Trail Gap Closure “Phase 1: Preliminary Engineering”	\$0	
2) Richmond Street Complete Streets Improvements “Phase 1: Preliminary Engineering”	\$0	
3) L Street Pathway to Transit “Phase 1: Preliminary Engineering”	\$0	
4) Moraga Road and Canyon Road Complete Streets “Phase 1: Preliminary Engineering”	\$0	
5) Antioch Bike Garden “Phase 1: Preliminary Engineering”		

Right of Way	\$0	
1) SF Bay Trail Gap Closure “Phase 2: Right of Way”	\$0	
2) Richmond Street Complete Streets Improvements “Phase 2: Right of Way”	\$0	
3) L Street Pathway to Transit “Phase 2: Right of Way”	\$0	
4) Moraga Road and Canyon Road Complete Streets “Phase 2: Right of Way”		
5) Antioch Bike Garden “Phase 2: Right of Way”		
Construction		<p>Construction Obligation Conditions</p> <p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient
1) SF Bay Trail Gap Closure “Phase 3: Construction”	\$925,000	
2) Richmond Street Complete Streets Improvements “Phase 3: Construction”	\$8,003,010	
3) L Street Pathway to Transit “Phase 3: Construction”	\$13,008,000	
4) Moraga Road and Canyon Road Complete Streets “Phase 3: Construction”	\$3,004,000	
5) Antioch Bike Garden “Phase 3: Construction”	\$4,000,000	

Obligation Condition Table		
Phase and Scope of the Project	Phase of the SS4A Grant	Obligation Condition
		<p>in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

2.2 Award Dates.

Period of Performance End Date: 03/2028

2.3 Budget Period

[**Alternative #2:** If funds are to be obligated in multiple project phases:]

SF Bay Trail Gap Closure, Phase 3 Budget Period End Date: 03/2027

Richmond Street Complete Streets Improvements, Phase 3 Budget Period End Date: 12/2026

L Street Pathway to Transit, Phase 3 Budget Period End Date: 09/2027

Moraga Road and Canyon Road Complete Streets, Phase 3 Budget Period End Date: 02/2028

Antioch Bike Garden, Phase 3 Budget Period End Date: 12/2026

2.4 Action Plan Grant or Implementation Grant Designation.

Designation: [Implementation]

2.5 Federal Award Identification Number.

XCKQJHZ2Y3R4

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project’s Statement of Work.

Contra Costa County will construct a suite of five projects in multiple locations to improve safety in areas within walking distance to schools, major transit stops, and locations with the largest concentration of pedestrian crashes. Improvements will include closing gaps in bicycle and pedestrian infrastructure along transit routes or to link to transit centers; enhancing bicycle and pedestrian signing and marking; installing loop detection upgrades for bicycles at traffic signals; modifying traffic signals to include leading pedestrian intervals; and installing bicycle lanes, ADA-compliant curb ramps, approximately 12 rectangular rapid-flashing beacons, and a bike garden to provide bicycle and pedestrian safety education to groups and individuals. These projects are also expected to increase equity and access to historically disadvantaged and neglected communities. The project will be completed in five projects as follows:

Project 1: SF Bay Trail Gap Closure

Project 2: Richmond Street Complete Streets Improvements

Project 3: L Street Pathway to Transit

Project 4: Moraga Road and Canyon Road Complete Streets

Project 5: Antioch Bike Garden

3.2 Project’s Estimated Schedule.

IMPLEMENTATION SCHEDULE INVOLVING CONSTRUCTION (Overall)

Milestone	Schedule Date
Planned NEPA Completion Date:	05/25 (L Street)
Planned Construction Start Date	04/25 SF Bay Trail

Milestone	Schedule Date
Planned Construction Substantial Completion and Open to Public Use Date:	02/28 (Moraga Road)

IMPLEMENTATION SCHEDULE INVOLVING CONSTRUCTION

SF Bay Trail Gap Closure

Milestone	Schedule Date
Planned NEPA Completion Date:	07/24
Planned Construction Start Date	04/25
Planned Construction Substantial Completion and Open to Public Use Date:	03/27

Richmond Street Complete Streets Improvements

Milestone	Schedule Date
Planned NEPA Completion Date:	09/24
Planned Construction Start Date	07/25
Planned Construction Substantial Completion and Open to Public Use Date:	12/26

L Street Pathway to Transit

Milestone	Schedule Date
Planned NEPA Completion Date:	05/25
Planned Construction Start Date	09/25
Planned Construction Substantial Completion and Open to Public Use Date:	09/27

Moraga Road and Canyon Road Complete Streets

Milestone	Schedule Date
Planned NEPA Completion Date:	02/25
Planned Construction Start Date	10/26
Planned Construction Substantial Completion and Open to Public Use Date:	02/28

Antioch Bike Garden

Milestone	Schedule Date
Planned NEPA Completion Date:	10/24
Planned Construction Start Date	05/25
Planned Construction Substantial Completion and Open to Public Use Date:	05/26

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$28,940,010
Other Federal Funds::	\$918,000
State Funds:	\$2,000,000
Local Funds:	\$15,137,000
In-Kind Match:	0.00
Other Funds:	0.00
Total Eligible Project Cost:	46,995,010

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$1,348,000	\$13,222,000	\$14,570,000
Construction	\$28,510,010	\$3,915,000	32,425,010
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$29,858,010	\$17,137,000	\$46,995,010

(c) Cost Classification Table -Implementation Grants Only

Drafting Instructions: Utilize the descriptions from the SF-424c (<https://www.grants.gov/forms/sf-424-family.html>) to determine what cost goes in each row.

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$1,562,000	\$0	\$1,562,000
Land, structures, rights-of-way, appraisals, etc.	\$2,875,000	\$0	\$2,875,000
Relocation expenses and payments			
Architectural and engineering fees	\$4,885,000	\$0	\$4,885,000
Other architectural and engineering fees	\$5,248,000	\$0	\$5,248,000
Project inspection fees			
Site work			
Demolition and removal			
Construction	\$32,425,010	\$0	\$32,425,010
Equipment			
Miscellaneous			
Contingency			
Project Total	\$46,995,010	\$0	\$46,995,010

[If no costs are anticipated in a category, remove the row from the table.]

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

[Reserved]

4.2 Recipient Contact(s).

Timothy Haile
Executive Director
CCTA
2999 Oak Rd, Suite 100, Walnut Creek, CA 94597
925-256-47XX
thaile@ccta.net

4.3 Recipient Key Personnel.

Name	Title or Position
Hisham Noeimi	Director, Programming

Name	Title or Position
TBD	Senior Engineer
Sherri Sylva	Senior Accountant
Ivan Ramirez	Director, Construction

4.4 USDOT Project Contact(s).

[enter name]
 Safe Streets and Roads for All Program Manager
 Federal Highway Administration
 Office of Safety
 HSSA-1, Mail Stop: E71-117
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 [enter telephone]
 [enter email address]

and

[enter name]
 Agreement Officer (AO)
 Federal Highway Administration
 Office of Acquisition and Grants Management
 HCFA-33, Mail Stop E62-310
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 [enter telephone]
 [enter email address]

and

[enter name]
 Agreement Specialist (AS)
 Office of Acquisition and Grants Management
 HCFA-33, Mail Stop E62-204
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 [enter telephone]
 [enter email]

and

[enter name]
Agreement Officer's Representative (AOR)
[enter job title]
[enter office]
[enter address]
[enter telephone]
[email address]

and

[enter name]
[enter State] Division Office Point of Contact
[enter job title]
[enter address]
[enter telephone]
[email address]

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

Attachment B – DRAFT Agreement

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: [INSERT NAME]

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.5** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: The project consists of five (5) sets of improvements in Contra Costa County, California.

Baseline Measurement Date: 07/13/23

Baseline Report Date: 07/14/23

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Safety Performance [for Implementation Grants]	<p>Fatalities: Reported for year 2021 for each project location using California Statewide Integrated Traffic Records System (SWITRS) data processed by Transportation Injury Mapping System (TIMS).</p> <ol style="list-style-type: none"> 1. SF Bay Trail Gap Closure: 0 2. Richmond Street Complete Streets Improvements: 0 3. L Street Pathway to Transit: 0 4. Moraga Road and Canyon Road Complete Streets: 1 5. Antioch Bike Garden: 0 	Annually and at the end of the period of performance
Safety Performance [for Implementation Grants]	<p>Serious Injuries: Reported for year 2021 for each project location using SWITRS data processed by TIMS.</p> <ol style="list-style-type: none"> 1. SF Bay Trail Gap Closure: 0 2. Richmond Street Complete Streets Improvements: 1 3. L Street Pathway to Transit: 1 4. Moraga Road and Canyon Road Complete Streets: 0 5. Antioch Bike Garden: 0 	Annually and at the end of the period of performance

Measure	Category and Description	Measurement Frequency
<p>Safety Performance</p> <p>[for Implementation Grants]</p>	<p>Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved. Reported for year 2021 for each project location using SWITRS data processed by TIMS.</p> <ol style="list-style-type: none"> 1. SF Bay Trail Gap Closure <ol style="list-style-type: none"> a. Pedestrians:0 b. Bicyclists:0 c. Motorcyclist: 0 d. Passenger Vehicle Occupant:0 e. Commercial Vehicle Occupant:0 2. Richmond Street Complete Streets Improvements <ol style="list-style-type: none"> a. Pedestrians: 1 b. Bicyclists: 0 c. Motorcyclist: 0 d. Passenger Vehicle Occupant: 1 e. Commercial Vehicle Occupant: 0 3. L Street Pathway to Transit <ol style="list-style-type: none"> a. Pedestrians: 0 b. Bicyclists: 0 c. Motorcyclist: 0 d. Passenger Vehicle Occupant: 3 e. Commercial Vehicle Occupant: 0 4. Moraga Road and Canyon Road Complete Streets: <ol style="list-style-type: none"> a. Pedestrians: 0 b. Bicyclists: 1 c. Motorcyclist: 0 d. Passenger Vehicle Occupant: 1 e. Commercial Vehicle Occupant:0 5. Antioch Bike Garden: <ol style="list-style-type: none"> a. Pedestrians: 0 b. Bicyclists: 0 c. Motorcyclist: 1 d. Passenger Vehicle Occupant: 4 	<p>Annually and at the end of the period of performance</p>

Attachment B – DRAFT Agreement

Measure	Category and Description	Measurement Frequency
	Commercial Vehicle Occupant:0	
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Outcomes and Benefits [for Implementation Grants]	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	End of period of performance
Outcomes and Benefits [for Implementation Grants]	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	End of period of performance
Outcomes and Benefits [for Implementation Grants]	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: There are no changes in scope

Schedule:

The table below provides a summary comparison of the project Schedule.

All Projects	Date	
	Application	Section 3.2
Planning Complete	01/2023	12/2023
Environmental Complete	04/2023	05/2025
Design Start	01/2023	01/2024
Design Complete	12/2023	07/2026
Construction Begin	04/2024	04/2025
Construction Complete	03/2027	02/2028

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds	28,940,010.00	80%	28,940,010.00	61%
Other Federal Funds	0.00		918,000.00	2%
Non-Federal Funds	7,278,752.00	20%	17,137,000.00	36%
Total Future Eligible Project Costs	36,218,762.00		46,995,010.00	
Total Project Costs	36,218,762.00		46,995,010.00	

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The components selected for this project are with a 73-percent majority emphasis on equity prioritization to ensure fairness in mobility and accessibility to meet the needs of disadvantaged community members.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

Similar to the USDOT, California realizes the importance of addressing climate change and resiliency through a significant and sustained reduction in GHG emissions. Senate Bill 375 is the state's mandate to reduce transportation related GHG emissions through coordinated land use and transportation planning across cities and counties. Contra Costa is the only county in California that also mandates a Growth Management Program, and Action Plans to hold jurisdictions accountable based on annual performance metrics monitoring, before return-to-source sales tax revenue is awarded to local jurisdictions for local use, e.g., maintenance, repaving, or replacement. CCTA, Caltrans, and MTC include considerations of climate change and environmental justice in their respective long- and short-range planning and project delivery efforts. CCTA collaborates closely with underserved communities where the proposed improvements are located, especially in Martinez and Antioch where there are large industrial sectors, refineries, and freight corridors, near more affordable housing, to ensure that these initiatives reduce GHG emissions with the most effectiveness to those most in need. Program initiatives are coordinated with the findings, concerns, and priorities of these communities based on their Community-Based Transportation Plans (CBTPs); including associated environmental justice efforts.

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

x	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

CCTA and its project partners adopted California’s Local Program Procedures to provide equal opportunities for construction projects. The project will include contract language relating to equal employment opportunity and goal requirements of EO 11246 and will monitor the contract to ensure compliance with the requirements

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

The project will comply with 2 CFR 200.216 and will prohibit certain telecommunications and video surveillance services and equipment in the project by including these terms in the construction specifications.

ATTACHMENT C

Approved Moraga and Canyon Road (St. Mary's – Sanders Drive)
"Complete Streets" Project (CIP 23-411) - CIP project sheet

Moraga and Canyon Road (St. Mary's - Sanders Drive) "Complete Streets"

Project No: 23-411

Category: Transportation

Project Location: Moraga Road and Canyon Road

Responsible Public Works Department:



Account Number & Status: 700-724-XXX-23

Project Objective: "Complete Streets" are designed to provide safety improvements for all ages of users and abilities, regardless of whether they are traveling as drivers, pedestrians, bicyclists, or public transportation riders. "Complete Streets" encompasses many approaches to planning, designing, and operating roadways and rights-of-way with all users in mind to make the transportation network safer and more efficient. This project addresses 2023 Town Goal #2,7.

Project Description: The Town created a conceptual plans for this corridor and was awarded Department of Transportation Safe Routes For All project grant to design and construct proposed safety improvements.

Basis for Schedule: Construction/design will commence when funding becomes available.

Basis for Cost: Based on preliminary engineering costs estimates.

Project Balance Note:

EXPENDITURES	(Thousands of Dollars)								PROJECT TOTAL
	Prior FY Actuals	FY 22/23 Expenses	FY 23/24 Carryover	2023-24	2024-25	2025-26	2026-27	2027-28	
071 - Administration				34	75	50	50	30	239
072 - Construction						1,310	1,310		2,620
073 - Const Mgmt/Inspection						188	188		376
075 - Design					400				400
076 - Engineering				50	140				190
077 - Environmental					35				35
080 - Right-of-Way					85	30			115
EXPENDITURE TOTALS				84	735	1,578	1,548	30	3,975
FUNDING SOURCES									
-SS4A Grant				50	660	1,152	1,122		2,984
210-Measure J						248	50	30	328
213-Measure K									0
799-LFFA				34	75	178	376		663
FUNDING TOTALS				84	735	1,578	1,548	30	3,975

ATTACHMENT D

Requested Funding Revisions Moraga and Canyon Road (St.
Mary's – Sanders Drive) "Complete Streets" Project (CIP 23-411)
- CIP project sheet.

Moraga and Canyon Road (St. Mary's - Sanders Drive) "Complete Streets"**Project No:** 23-411**Category:** Transportation**Project Location:** Moraga Road and Canyon Road**Responsible Public Works Department:****Account Number & Status:** 700-724-XXX-23

Project Objective: "Complete Streets" are designed to provide safety improvements for all ages of users and abilities, regardless of whether they are traveling as drivers, pedestrians, bicyclists, or public transportation riders. "Complete Streets" encompasses many approaches to planning, designing, and operating roadways and rights-of-way with all users in mind to make the transportation network safer and more efficient. This project addresses 2023 Town Goal #2,7.

Project Description: The Town created a conceptual plans for this corridor and was awarded Department of Transportation Safe Routes For All project grant to design and construct proposed safety improvements.

Basis for Schedule: Construction/design will commence when funding becomes available.

Basis for Cost: Based on preliminary engineering costs estimates.

Project Balance Note:

EXPENDITURES	(Thousands of Dollars)								PROJECT TOTAL
	Prior FY Actuals	FY 22/23 Expenses	FY 23/24 Carryover	2023-24	2024-25	2025-26	2026-27	2027-28	
071 - Administration - CCTA				50	50	50	50	48	248
071 - Administration - Moraga				35	35	35	35	35	175
072 - Construction						1,310	1,310		2,620
073 - Const Mgmt/Inspection						192	192		384
075 - Design				50	350				400
077 - Environmental				30	85				115
080 - Right-of-Way					85	30			115
EXPENDITURE TOTALS				165	605	1,617	1,587	83	4,057
FUNDING SOURCES									
-SS4A Grant						1,502	1,502		3,004
210-Measure J						115	85	83	283
212-Garbage Vehicle Impact Fees					100				100
711-Pavement Management Program					240				240
799-LFFA				165	265				430
FUNDING TOTALS				165	605	1,617	1,587	83	4,057

ATTACHMENT E

CCTA Moraga Road and Canyon Road “Complete Streets” Fact
Sheet

Attachment E – Project Fact Sheet

Project Name: Moraga Road and Canyon Road Complete Streets (Project 31005)
Implementing Agency: Contra Costa Transportation Authority (CCTA)
Sponsoring Agency: Town of Moraga

Scope

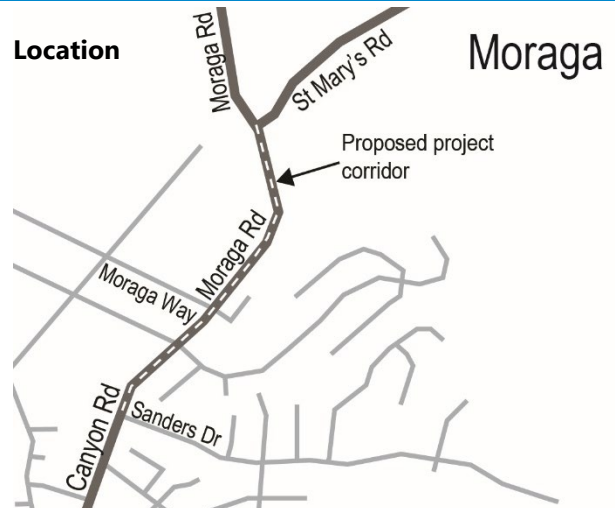
The Moraga Road and Canyon Road Complete Streets Project will be implemented along Moraga Road between St Mary's Road and Moraga Way, and Canyon Road between Moraga Way and Sanders Drive, within the PDA in Downtown Moraga. Based on conceptual plans, the project scope is currently estimated to add 1233 LF new sidewalks, replacing/repairing 1872 LF nonconforming sidewalks, installing 14 ADA-accessible curb ramps, 12 Solar-powered Rectangular Rapid Flash Beacons (RRFBs), intersection timing with leading pedestrian intervals, 4 median pedestrian crossing noses, 4600 LF enhanced Class II bike lanes with buffer zones, pavement renovation, 25 street trees along new sidewalk, 3 new bus stop shelters with people-friendly benches and solar-power-compacted garbage bins, speed feedback signs, and other necessary improvements. The improvements will tie into previously constructed and future projects providing continuous safe routes for the residents of outlying rural areas connecting low-income residents to the schools and services within Moraga and provide improved access to active transportation modes.

Status

- Conceptual cost estimate was developed by consultant.
- Environmental Clearance, Design and Right of Way phases have not started.
- Tentative construction schedule has been set.
- All work is expected to be completed within R/W.

Risk Elements

- Coordination with PG&E will be required to move Guy Wires for poles. Need to determine if utility poles need to be moved away from the sidewalks.



Schedule

	<i>Start Date</i>	<i>End Date</i>
Planning	01/23	09/23
Environmental Clearance	09/23	02/25
Design	09/23	07/26
Right-of-Way and Utilities	10/25	10/26
Construction	10/26	02/28
Post Construction	--	--

Estimated Cost by Project Phase (\$ 000s)

CCTA Project Management	248
Environmental Clearance	115
Design	400
Right-of-Way and Utilities	115
Construction	2,620
Construction Management	384
Total	\$3,882

Funding Sources (\$ 000s)

Local (Measure J/LFFA)	878
SS4A Federal Funds	3,004
Total	\$3,882

