

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 4600013326 / 353147-F	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Water Resources

CONTRACTOR NAME

County of Contra Costa

2. The term of this Agreement is:

START DATE

Upon approval of agreement by Department of General Services

THROUGH END DATE

December 31, 2028

3. The maximum amount of this Agreement is:

\$3,500,000.00 Three Million, Five Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
	Cooperative Agreement - Byron Highway Bridge (353147-F), Between DWR and County of Contra Costa	17
Exhibit A	Budget Detail and Payment Provision Public Entities - Payables (Rev. 2/13)	1
Exhibit B	Special Terms and Conditions for The Department of Water Resources - Local Public Entities (DWR 9546, Rev. 2/19)	2
Exhibit C	Project Location Map	1
Exhibit D	Byron Highway Bridge Replacement Proposed Alignment	4
Exhibit E	Allocation of Project Costs	1
Exhibit F	Apportionment of Local Share	1
Exhibit G	Access Area	1
Exhibit H	Director's Easement Deed	3
Exhibit I	New Permanent Easement	1
	Signature appear on page 17 of Cooperative Agreement	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STANDARD AGREEMENT

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AGREEMENT NUMBER 4600013326 / 353147-F	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY
Sacramento

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

**COOPERATIVE AGREEMENT
BYRON HIGHWAY BRIDGE
(353147-F)**

**BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
COUNTY OF CONTRA COSTA**

I. PARTIES

Effective on the ___ day of _____, 20__ (Effective Date), the State of California, Department of Water Resources (DWR), and the County of Contra Costa, a political subdivision of the State of California (County), mutually agree to the following conditions, responsibilities, and obligations relating to the proposed Byron Highway Bridge Replacement (Project). The County and DWR are sometimes referred to herein together as the "Parties," and each as a "Party." This Cooperative Agreement (Agreement) shall be designated as Agreement No. 353147-F.

II. RECITALS

- A. The Byron Highway Bridge, designated County Bridge No. 28C0121 (the "Bridge"), is located on Byron Highway (aka County Road J-4), in southeastern Contra Costa County, approximately 11.25 miles northwest of Tracy and approximately 3.75 miles southeast of Byron. Project Location Map is attached as Exhibit C.
- B. DWR and County have previously entered into agreements dated September 7, 1965, July 7, 1975, October 1, 1994, and December 5, 2013, which are identified by DWR and County as Agreement No. 353147, Agreement No. 353147-B, Agreement No. 353147-D, and Agreement No. 353147-E (together, the "Prior Agreements"), respectively, related to the common use and improvement of the Bridge and other matters.
- C. Several State of California, Department of Transportation (Caltrans) inspection reports over the years have identified this Bridge as structurally deficient. Temporary repairs have been made subsequent to the reports, to address those structural deficiencies and keep the Bridge open. Because the temporary repairs are short-term solutions and the Bridge is eligible for replacement under the federal Highway Bridge Program (HBP), DWR and the County plan to utilize HBP funds for replacement of the Bridge as a long-term solution.
- D. Project costs that meet the requirements of the HBP are termed federal "participating costs", as defined in the Caltrans Local Assistance Program Guidelines (LAPG), Section 6.1 ("Participating Costs"). The federal government is responsible for 88.53% of Participating Costs, and the local Project sponsors

are responsible for the remaining 11.47% of Participating Costs. This federal reimbursement rate was established by Caltrans. Project costs outside the scope of the HBP are not federally reimbursable and are referred to as federal "Non- Participating Costs". Therefore, the Project costs that are required to be paid by the local Project sponsors include 11.47% of Participating Costs, plus 100% of Non-Participating Costs (together, the "Local Share").

- E. The Project includes approximately 2,700 linear feet of newly constructed pavement on Byron Highway (approximately 40-foot paved width) and a new approximately 325 feet long bridge (approximately 43.5 feet width, including rails), as further shown in Exhibit D.
- F. In order to simplify Project-related billing and invoicing between DWR and County, both Parties desire for the Local Share to be apportioned between DWR and County on a percentage basis. Except where expressly stated otherwise in this Agreement, DWR will pay 74% of the Local Share, and the County will pay 26% of the Local Share. The allocation of Project Costs between Participating and Non-Participating Costs, and the allocation of the Local Share between County and DWR, are shown on Exhibit E, attached hereto and incorporated herein. The basis for the apportionment of the Local Share between County and DWR is more particularly shown on Exhibit F, attached hereto and incorporated herein.
- G. Under California Street and Highways Code Section 2413, funding for the HBP may be allocated to counties and cities. The County and DWR previously entered into the prior Agreements to define their roles and responsibilities with respect to the Bridge. The Parties have now determined that the County should be in responsible charge for the entire Project, including advertising, awarding and administering the construction contract. In response to Caltrans direction and based on current availability of DWR resources, the Parties desire to enter into this new Agreement to establish the Parties' new roles and responsibilities for the Project
- H. Under this Agreement, the County will apply for federal funding for this Project, and will take over the remaining project development tasks including: design, environmental clearance, right-of-way engineering and appraisal, land acquisition and utility relocations, advertisement, bidding and award of construction contract, and administration and inspection of the construction contract to keep the Project from becoming inactive. DWR will provide work completed up to the Effective Date of this Agreement that the County may use. DWR also will provide the County an easement or other property right, on DWR right-of-way, if needed by County for the new Bridge structure and temporary and permanent Bridge roadway approaches, and to allow the County to construct and perpetually maintain and operate the Bridge and the approaches. After the Project is completed, the County will own the new Bridge structure and all right-of-way

required for roadway approaches, as well as right-of-way that the County currently owns and maintains for the existing approaches.

- I. This Agreement contains the revised terms and conditions under which County and DWR will construct the Project, and describes the rights and responsibilities of the Parties.

III. DWR's RESPONSIBILITIES

DWR shall do all of the following:

- A. Provide the County with all Project-related preliminary engineering and design engineering completed by DWR as of the Effective Date, which includes but may not be limited to: survey controls and topography, geotechnical studies, hydraulic study, structural calculations, and details, as well as plans, specifications, and estimates.
- B. Provide the County right-of-way plans and documents, including plats and legal descriptions that DWR has prepared as of the Effective Date.
- C. Provide the County information on identified existing utilities and their locations, and DWR's determination of any necessary utility relocations identified as of the Effective Date. Provide the County copies of all correspondence initiated with existing utility owners.
- D. Provide the County copies of all environmental documentation completed as of the Effective Date. The County will be responsible for obtaining required permits not already obtained, and for complying with all applicable environmental laws and regulations for the Project. The documentation DWR shall provide the County under this section must include, but is not limited to, documents that comply with Caltrans policies and regulations of the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP), as applicable. Further, DWR shall provide the County all work completed on the Preliminary Environmental Study (PES) form in coordination with County and Caltrans as of the Effective Date.
- E. At its own discretion, DWR may review construction plans and specifications, to assist the County in ensuring that the work involving construction of the new Bridge structure and demolition of the existing bridge complies with all applicable requirements, including those pertaining to clearances, permits, design and construction standards, and access for work within DWR's right -of-way. Because this is a schedule critical project, DWR's review of the plans and specifications is limited to the following tasks and must be completed within the timeframes stated:

1. Bridge Type Selection Report: 4 weeks

2.	35% Design Plans:	4 weeks
3.	Draft Foundation Report	4 weeks
4.	65% Plans, specifications, and estimate:	4 weeks
5.	SWPPP	4 weeks
6.	95% PS&E	4 weeks

Failure of DWR to respond within the specified timeframe will indicate DWR's acceptance of County's position on these matters. The County will respond to and resolve DWR's review comments, if any, prior to the subsequent submittal. Upon completion of the 95% PS&E review, the County will proceed with finalizing the PS&E package and advertising for construction.

- F. At its own discretion, DWR will provide oversight (including but not limited to participation in regular construction meetings, site visits, and inspections) of construction operations it deems necessary and appropriate during construction of the new Bridge structure and demolition of the existing bridge over DWR's State Water Project (SWP) facilities, within DWR's right-of-way, solely with regard to DWR's interest in such facilities.
- G. DWR shall coordinate and approve the schedule of any work that could impact operation of, or access to, DWR's SWP facilities.
- H. DWR shall direct all communications pertaining to Project field construction to County's Resident Engineer (RE). DWR shall not communicate directly with the County's contractor.
- I. DWR may request that the County's RE issue a Stop-Work Notice if a safety issue is observed and requires immediate corrective action, or immediate response.
- J. DWR shall provide all DWR Project review and oversight required under this Agreement at no cost to the County or to funds allocated for the Project. Unless approved in writing by the County, DWR shall not seek, and will not be entitled to, reimbursement from the County or Caltrans of any DWR Project-related costs incurred on or after the Effective Date of this Agreement.
- K. DWR shall attend a final Project walkthrough/inspection, and shall attend intermediate inspection events, as mutually agreed to by DWR and County 's RE.
- L. As part of construction of the new Bridge structure, DWR shall allow the County to demolish and remove the existing Bridge structure as part of Project and HBP funding.
- M. DWR shall reimburse the County 74% of the Local Share of all Project costs that the County incurs from Effective Date of Agreement, through the completion of the Project and any post-completion unresolved claims and/or litigation. Project costs include all costs incurred to complete the Project, including: design;

environmental clearance; right of way engineering, appraisal, and acquisition; utility relocation; construction advertisement and contract award; construction contracting; construction administration; and construction inspection. Right of way acquisition costs include but are not limited to costs of completing appraisals; appraisal reviews; negotiations; real property and title document preparation; costs to acquire the right of way; relocation assistance; experts' and attorneys' fees (in-house attorneys and outside counsel selected by County); all costs and fees incurred by County to prepare, manage, and litigate eminent domain proceedings, if any; and all damages, costs, attorneys' fees, and statutory interest awarded in any of those eminent domain proceedings. These reimbursement provisions are subject to DWR's approval rights set forth in Section IV, Paras. P and Q below.

N. The allocation of the Local Share between County and DWR is based on estimated Project costs shown on Exhibit E. The Parties agree that the actual cost of the Project may be higher or lower than the Project costs shown on Exhibit E. If actual Project costs exceed the figures shown in Exhibit E by more than 10%, the percentage may be revisited and adjusted only if both Parties agree and amend the Agreement; otherwise, Local Share costs will be allocated at the 74% DWR and 26% County as agreed. In addition to the allocation of Project-related costs incurred by the Parties following the Effective Date of this Agreement, within 60 days after the Effective Date, DWR shall reimburse the County \$115,000 for Project-related preliminary engineering and environmental clearance costs that the County incurred on and after September 1, 2018, and before the Effective Date, during which period of time this Agreement was the subject of negotiations between the Parties.

O. DWR Grants Access Rights and Easement

1. DWR hereby grants to the County, for use by the County, its officers, employees, contractors, and representatives, ("County Parties") irrevocable temporary possession and use for the identified Project ("Access Rights") of the areas shown in Exhibit G, attached hereto and incorporated herein (the "Access Areas"). The County Parties may occupy and use the Access Areas for all of the following Project-related purposes: (a) the removal of the old bridge structure; (b) the construction of the Project upon, in, over, and across the Access Areas; (c) the removal and reconstruction of portions of DWR operating roads upon, in, over, and across DWR's property, south of and adjacent to Byron Highway; (d) all pre-construction, construction, and post-construction activities, including but not limited to construction staging and storage of construction equipment and supplies; (e) utility relocation; and (f) any other reasonable and necessary purposes the County determines are related to the Project. DWR grants irrevocable temporary use of the Access Areas based on the following conditions:

a. The County will require County Parties to take reasonable precautions to avoid damage or injury to persons or property, and to protect persons and property.

- b. The County will require County Parties to notify DWR at least seven (7) days before any Project-related work first begins in the Access Areas. After that notification is given before work first begins in the Access Areas, the County Parties shall not be required to provide DWR any further notice with regards to access. The above notification shall be given verbally to the DWR Delta Field Division at (209) 833-2022 and at (209) 833-2180, as well as written notice, by email to: Byron_access@water.ca.gov.
 - c. The County will require the County Parties to provide to DWR weekly updates of construction schedule, and any planned and potential impact to DWR roads.
 - d. The County will require the County Parties to cooperate with DWR to ensure that DWR's ongoing operations and maintenance activities will not be disrupted during Project construction.
 - e. The County will require the County Parties to ensure DWR access to operating roads within the Access Areas will be maintained throughout Project. When DWR access roads are being relocated or reconstructed, County will provide alternative access during such times. County will make reconstruction of DWR roads a priority, to be completed as promptly as possible.
 - f. Following the completion of the Project, the County will require the County Parties to ensure that the Access Areas are restored as near as possible to the condition they were in before Project construction began.
2. Within 60 days after the County provides written notice to DWR that the County has accepted the Project work as complete, along with the acceptable legal description of easement language per DWR geodetic standards, DWR shall grant to the County a permanent easement ("New Permanent Easement"), substantially in the form attached hereto as Exhibit H, and incorporated herein. The County will provide descriptions and plats that describe the area generally shown in Exhibit I. Upon the recording of the New Permanent Easement instrument, the temporary construction Access Rights granted hereunder shall terminate. DWR hereby acknowledges that the consideration provided by the County under this Agreement constitutes just compensation for the Access Rights and the New Permanent Easement. DWR acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement, the County shall retain its existing property rights for roadway approaches to the existing bridge structure, to allow for any future expansion of Byron Highway, including the Bridge.
3. The County acknowledges and agrees that, after the new roadway approaches and new Bridge structure are constructed, the County may

expand the roadway approaches and Bridge only after obtaining: a) DWR's approval through DWR's encroachment permit process, and b) any necessary additional right of way required. Any such expansion must meet then-current DWR requirement, and California Code of Regulations, Title 23, Division 2, Chapter 6 Encroachments, Articles 1-10 (Regulations).

- P. DWR shall review and approve all utility relocations and the utility agreements identified as necessary for this Project by the County, for existing utilities within or crossing DWR right of way. Review will be completed, and a response sent within 60 days.
- Q. Amendment of all existing utility easements and encroachment permits within DWR right of way will be completed by DWR upon receipt of legal descriptions and surveys, pursuant to DWR geodetic standards, from the County.
- R. DWR shall provide the County a complete electronic file of all Project work that DWR has completed.

IV. COUNTY'S RESPONSIBILITIES

County shall do all of the following:

- A. On and after the Effective Date, the County shall act as the Project sponsor. As the Project sponsor, the County shall be in responsible charge of the Project, including solicitation, award and administration of a Project construction contract. The County shall take over the remaining Project development tasks, including design, environmental clearance, all permitting required, right of way engineering and appraisals, right of way acquisition, utility relocation, preparation of final contract plans and specifications, advertisement, bidding and award of a Project construction contract, and administration and inspection of Project construction contracts. Upon completion of the Project, the County will own, operate, and maintain the new Bridge structure.
- B. The County shall act as lead agency under the California Environmental Quality Act, and the County shall provide Project oversight.
- C. The County shall communicate with Caltrans and facilitate all necessary Caltrans and federal approvals for the Project.
- D. The County shall coordinate with Caltrans for approval of HBP Funds for Project funding, and assure compliance with all applicable laws regarding such funding prior to advertising of the construction contract.
- E. Based on information from DWR and information County develops following the Effective Date, the County shall identify existing utilities and their locations and determine any and all necessary utility relocations. Subject to the review and approval of DWR, the County shall coordinate utility relocation and prepare all

necessary utility agreements in accordance with Caltrans policies and procedures, including Caltrans Local Assistance Procedures Manual- Chapter 14 and Caltrans Right of Way Manual- Chapter 13.

- F. The County shall be responsible for acquiring any necessary third-party property interests for a new right of way for the relocated roadway and utilities, as needed and as mutually agreed between the County and DWR, including: appraisal of properties; preparing acquisition documents and offers; negotiating settlements, if possible; and preparing, managing, and litigating any eminent domain proceedings, if determined to be necessary by the County, and only if County's Board of Supervisors first approves a resolution of necessity, which shall be in the Board's sole discretion to approve.
- G. The County shall prepare all right of way documents, including all legal descriptions and surveys, pursuant to DWR geodetic standards, for relocated utilities and for the easements and property rights the County will require DWR to convey under this Agreement.
- H. The County shall provide all necessary construction engineering for the Project, including preparing contract documents in accordance with Caltrans policies and procedures, advertising, awarding, and administering the construction contract. The Counties activities under this section shall include but may not be limited to the following:
 - 1. Implementing County's Disadvantaged Business Enterprise (DBE) program and goals as necessary for Project to qualify for Federal funding.
 - 2. Providing a RE who shall be in charge of, and responsible for construction inspection and administration.
 - 3. Organizing and maintaining construction files, and providing DWR and Caltrans representative with access to those files, as needed.
 - 4. Reviewing and approving Contractor's submittals.
 - 5. Preparing pay estimates, change orders, and as-built drawings.
 - 6. Inspecting Project work and closing out the Project, including resolving any claims by the construction contractor.
 - 7. Providing both an electronic copy and one full size (24"x36") hard copy of as built drawings and all requested construction documents to DWR upon conclusion of the Project.
- I. The County shall be responsible for constructing the Project in accordance with Project plans and specifications, applicable laws, Caltrans policies and procedures, DWR policies, procedures and regulations, and any other requirements that are conditions of Project funding. If DWR determines that the County, or any of its contractors or subcontractors, is not constructing the Project in accordance with DWR policies, procedures and regulations, DWR will request the County to take reasonable corrective measures to ensure that construction complies with the requirements. Upon receipt of such a request by DWR, the County shall take all agreed upon measures as reasonably requested by DWR to

meet established DWR policies, procedures and regulations. DWR agrees that the County will maintain the proposed vertical clearance of the access road to the bridge as shown on the DWR plans (approximately 7.5 feet).

- J. The County shall include in its Project construction contract removal of existing piers (already in place for a future widening) to the approximate mudline, unless the County determines that the 'future' piers will be needed or used for the construction of the new Bridge structure.
- K. Following the construction of the new Bridge structure, the County shall demolish and remove the existing Bridge structure as part of Project and HBP funding. This shall include all elements of the structure including removal of support piers/piles and existing steel shoring, to at least as low as the mudline.
- L. The County shall certify to Caltrans that significant Project documents and various Project phases, including but not limited to environmental, right of way, design, and construction, are complete and done in accordance with Caltrans procedures for federally-funded projects.
- M. The County shall submit right-of-way certification to DWR for review, including supporting information and facts requested by DWR. Following DWR's review, the County shall submit right of way certification to Caltrans for approval.
- N. The County shall furnish DWR on a quarterly basis and again upon completion of the Project, timely and detailed invoices of Project expenditures for all phases of work in accordance with Caltrans policies and procedures, including, if requested by DWR, copies of documents such as contracts, warrants, and journal entries.
- O. The County shall promptly process all necessary Project documents and invoices and submit them to Caltrans for reimbursement on a quarterly basis. These documents will be used by the County to acquire federal funding reimbursement through Caltrans.
- P. The County shall notify DWR of its intent to issue a change order, and will provide copies of the change order and supporting documentation to DWR. Any change orders in excess of \$50,000 or extending the contract by more than 15 days, shall be approved by DWR in advance of work. The County shall have authority to make minor changes as needed during construction in response to field conditions. Response from DWR will be sent within 7 days or will be deemed to be accepted.
- Q. County shall promptly notify DWR of any Project-related potential claims during the Project and post-Project unresolved claims. Upon DWR request, County will provide DWR with any supporting documentation for such claims. In its sole discretion, after notification to County, DWR may elect to participate in County's processes or proceedings involving such potential claims and unresolved claims. Payment by County of potential claims or unresolved post-completion

claims by the construction contractor or other third parties, in excess of \$50,000, shall be subject to the approval of DWR.

- R. The County shall pay for 26% of the Local Share of all Project costs that the County incurs from Effective Date of Agreement through completion of Project. County shall pay for all Project-related local costs that County incurred prior to Effective Date of this Agreement and that are not covered under prior agreement (353147-E). Notwithstanding anything to the contrary in this Agreement, County shall pay for any Project upgrades or betterment not reimbursed by federal funds that the County adds to basic replacement (e.g., additional lanes, lighting, aesthetic treatments, etc...).
- S. Following construction of the new Bridge structure, the County shall be the sole owner of, and shall be solely responsible and liable for, the new Bridge structure, including all operation, maintenance and inspection responsibilities and costs required after Project construction. The County also will retain ownership of all easements and other property rights required for the new Bridge and the roadway approaches to the new Bridge structure, and it will also be responsible for operating and maintaining those roadway approaches in perpetuity.

V. INDEMNIFICATION AND INSURANCE

- A. Nothing contained in this Agreement shall be used by either Party for purposes of determining or establishing liability of either DWR or the County to each other or to third Parties for claims arising out of use of, or other events involving, the Bridge, including those claims, uses, and events that occurred prior to the Effective Date of this Agreement. Nothing in this Agreement is intended to affect the legal liability of either Party to third Parties by imposing any standard of care different from that normally imposed by law.
- B. Neither DWR, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority, or jurisdiction allocated to County by DWR under this Agreement for this Project. It is also understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully defend, indemnify, and hold harmless DWR, and its officers and employees, 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 County under or in connection with any work, authority, or jurisdiction allocated to County under this Agreement for this Project, to the extent not covered by the insurance and indemnification provided pursuant to Sections V.D.1, V.E, and V.F.
- C. Neither County, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DWR under or in connection with any work, authority, or jurisdiction allocated to

DWR under this Agreement for this Project. It is also understood and agreed that, pursuant to Government Code Section 895.4, DWR shall fully defend, indemnify and hold harmless County, and its officers and employees, 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 DWR under or in connection with any work, authority, or jurisdiction allocated to DWR under this Agreement for this Project, to the extent not covered by the insurance and indemnification provided pursuant to Sections V.D.1, V.E, and V.F.

D. The County shall ensure that the contract documents for the Project include provisions requiring the Contractor, and all subcontractors, to provide indemnity, warranties, bonds, and prevailing wages in the amounts and manner set forth below:

1. Indemnity. The County shall require its Contractor, its agents, and assigns to hold harmless, indemnify, protect, and defend DWR, its officers, employees, agents, and representatives from and against any and all liability, claims, actions, causes of action; and demands whatsoever against any of them, including related attorneys' fees, arising out of or connected with any injury or death of any person, or damage to property, or other liability of any nature arising out of or in any way connected with the Project. Further, the County shall require its Contractor to impose these same requirements on each subcontractor that the Contractor engages to perform Project-related work. Except as provided by Civil Code section 2782, the Contractor's and subcontractors' obligations under this section shall exist, unless the conduct of DWR, County or other indemnity amounts to intentional, willful or reckless misconduct.
2. Warranties. In addition to all warranties existing at law, the County shall require its Contractor to provide an express warranty for the benefit of DWR and County, for a one-year time period (hereinafter "Contractor's Warranty"), containing, at a minimum: the Contractor's guarantee that the work has been performed in accordance with the plans and specifications for the Project; and the Contractor's agreement to repair or replace all work that fails to conform to the plan and specifications, or proves to be defective in workmanship or materials during the stated time period.
3. Bonds. The County shall require its Contractor to present two good and sufficient surety bonds, one for payment and one for performance, each in an amount equal to 100 percent of the contract amount, issued by a surety admitted in the State of California, in a form satisfactory to DWR and the County, naming DWR and the County as obligees on the bonds.
4. Prevailing wage. The County shall comply with all laws relating to prevailing wages that apply to the County as an awarding body, and shall

ensure that the contract documents for the Project include provisions requiring the contractor to comply with all applicable laws relating to payment of prevailing wages for the Project work. Further, the County shall require its contractor to impose these same requirements on each subcontractor that the contractor engages to perform Project-related work.

- E. The County shall require its contractor, and each consultant that the County engages after the Effective Date to perform Project-related work, to name DWR, its officers, employees, agents, and representatives as additional insured on each policy of liability insurance and builder's risk insurance for the duration of the Project. Such insurance coverage shall be primary, and DWR will not be responsible for premiums, assessments, or other costs of insurance. Further, the County shall require its Contractor to impose these same requirements on each subcontractor that the Contractor engages to perform Project-related work.
- F. The County shall indemnify DWR for any claim by Caltrans or any other state or federal governmental entity that the Project is not constructed in accordance with the Project plans and specifications, Caltrans policies and procedures, or applicable law, and for any loss of Project funding resulting from such a claim.

VI. ACCOUNTABILITY

The County shall keep DWR fully and timely informed of progress on all phases of Project work. The County shall keep DWR informed of all interactions with Caltrans and status of Project documents and invoices, and reimbursement of Project funds.

VII. FEDERAL REIMBURSEMENT FUNDS

DWR has received all federal reimbursement funds it will receive, and DWR shall not seek any further federal reimbursement funds, unless approved by the County in writing. The County is responsible for requesting that Caltrans/FHWA fully participate in the Project in order to limit federally non-reimbursable expense. However, DWR and County mutually acknowledge that there is no guarantee that Caltrans/FHWA will agree to any of those request(s). For purposes of this Agreement, County's indirect staff labor charges shall be considered Non-Participating Costs.

VIII. OWNERSHIP AND MAINTENANCE

- A. The County shall accept the Contractor's work when it has been completed to the County's satisfaction, per State law and per contract documents.
- B. The County shall accept the Project work after the County determines, in its sole discretion, that the work has been properly completed to its satisfaction, and after DWR has accepted work within DWR right of way.

- C. Following the acceptance of the Project as complete by the County and DWR, the County shall own, and shall be solely responsible for operating and maintaining, the realigned roadway and the new Bridge structure.
- D. Following the acceptance of the Project by the County and DWR, the County shall retain ownership of existing easement rights. The County shall hold title to all real property interests acquired for the roadway realignment of the Project, including all property interests acquired outside of DWR's right of way.
- E. County shall control use and utilities allowed on the new bridge, but DWR shall continue to review and approve all third party utility crossing maintenance plans/outage requests along the new bridge , as they will be crossing DWR right of way. Future new crossing requests shall be reviewed and approved by DWR on that basis.
- F. Following the acceptance of the Project by the County and DWR, the County shall own and be responsible and liable for operating and maintaining all Project-related improvements, including but not limited to all of the following: all roadway elements, and the structural portions of the new Bridge, subject to the provision of the Contractor's Warranty, described in Section V.D.2, above; and all non-structural portions of the new Bridge, including roadway surface of deck, curbs, sidewalks, lighting facilities, guardrails, highway markings, and traffic signs, subject to the provision of the Contractor's Warranty, described in Section V.D.2., above. Effective upon the acceptance of the Project by County and DWR and to the extent permitted by law, County shall defend, indemnify, save and hold harmless DWR, its governing bodies, officers, agents, and employees against all claims, demands, damages, costs, expenses, or liability arising from or relating to the design and construction of the Project or from the operation or maintenance of the new Bridge, including its structural and non-structural portions and associated roadway elements.

IX. NOTICES

Upon execution of this Agreement, DWR and the County shall designate, in writing, and exchange information regarding, a contact person for this Project, identified by name, phone, address, and email address. Either Party may change its contact person upon written notice to the other Party. All correspondence regarding this Agreement shall be directed to those designated persons at the designated addresses and telephone numbers.

X. TERM OF AGREEMENT; AMENDMENT

- A. Term. This Agreement shall not become effective until approved by the State of California, by and through its Department of General Services and the Contra Costa County Board of Supervisors. Except as specified in Section XV.G., this Agreement shall terminate upon the completion of all Project-related activities - estimated to be December 31, 2028.

- B. Amendment. This Agreement may be amended only upon written consent of both Parties and the approval of the Contra Costa County Board of Supervisors, and the State of California, by and through its Department of General Services. Without limiting the foregoing:
1. The Parties acknowledge that the dollar figures representing Project costs and cost allocations in this Agreement are estimates and that actual Project costs and cost allocations may be higher or lower than the amounts stated in this Agreement. To the extent that Project cost allocations exceed the amounts specified in Exhibit E, Exhibit F, or elsewhere in this Agreement, the Parties agree that this Agreement may be amended to reflect the actual Project costs and cost allocations, provided that the Amendment is consistent with Sections II.F, III.M., III.N., IV.P., IV.R., IV.S., VIII.C., and VIII.F of this Agreement.
 2. The Parties further acknowledge that the estimated December 31, 2028 Agreement expiration date in Section X.A., and elsewhere in this Agreement, is an estimate, and it may take longer for the Parties to satisfy their obligations under this Agreement. The Parties may amend this Agreement to extend the estimated expiration date, if necessary, to allow additional time for satisfying the Parties obligations under this Agreement.

XI. AUDIT

To the extent permitted by law, the County agrees that DWR, the Department of General Services, the Bureau of State Audits, Caltrans, or their designated representatives ("auditors"), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. To the extent permitted by law, DWR agrees that the County or its designated representatives (also "auditors") shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The County and DWR agree to maintain such records for possible audit for a minimum of five (5) years after final payment under this Agreement, unless a longer period of records retention is mutually agreed to in writing by the Parties or required by State or federal law. The County and DWR will allow the auditor(s) access to such records during normal business hours and will allow interviews of any employees who might reasonably have information related to such records. Further, the County and DWR will include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.

XII. STANDARD CLAUSES

The Standard Clauses attached hereto as Exhibit A, Budget Detail and Payment Provision Public Entities, (Rev 10/13), Exhibit B, Special Terms and Conditions for Department of Water Resources, Local Public Entities – Payables (DWR 9546, Rev 2/19), are incorporated in and made a part of this Agreement by this reference.

XIII. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

XIV. ENTIRE AGREEMENT

This Agreement, together with all exhibits attached hereto, (standard clauses listed above, as well as Exhibit C (Project Location Map), Exhibit D (Proposed Alignment Map), Exhibit E (Allocation of Project Costs), Exhibit F (Apportionment of Local Share), Exhibit G (Access Area Map), Exhibit H (Form of Director's Easement Deed), and Exhibit I (New Permanent Easement Map), collectively contain the entire agreement between the Parties with respect to the subject matter of this Agreement. Except as expressly provided in Section XV, this Agreement supersedes any and all other Prior Agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the Parties with respect to the subject of this Agreement. The Parties acknowledge that no representations, inducements, promises, or statements, oral, or otherwise, related to the exchange have been made by any of the Parties, or by anyone acting on behalf of the Parties, that are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in this Agreement shall be valid or binding.

XV. MISCELLANEOUS PROVISIONS

- A. County hereby grants to the State, its contractors, agents and assigns, the right to enter upon County road right of way at such locations as may be necessary to perform any work to be accomplished for the construction, operation or maintenance of California Aqueduct.
- B. If at some future date County decides to make any other changes to said County roads which may affect California Aqueduct, it may do so at its own expense, provided it complies with the following:
 - 1. Except in cases of emergencies, County shall, sixty days prior to commencement of any work, give notice to State of its intention to perform any such work.
 - 2. Except in cases of emergencies, County shall submit plans and specifications to State for its review and approval at least sixty days prior to the commencement of the proposed work.
 - 3. Except in cases of emergencies, County shall perform all structural maintenance work at times approved by the State.
 - 4. Prior to commencement of any work in any area over which State has a property interest, County shall first secure an appropriate permit or agreement from State for the use and occupancy of said area.

- C. Under no circumstances shall County interfere with the operation of or damage the California Aqueduct without approval of the State.
- D. Nothing herein shall supersede or affect the validity of those certain deeds executed by DWR in favor of County and described as follows:
1. Director's Quitclaim Deed (No. 353147-A) dated November 25, 1974 (recorded June 20, 1975)
 2. Director's Easement Deed (No. 353147-C) dated November 26, 1974 (recorded June 20, 1975, as Document No. 54378 in Book 7544, Page 320 of the Official Records of Contra Costa County)
- E. Except as provided in this Agreement, nothing herein shall supersede or affect the validity of that recorded "Consent to Common Use Agreement" (No. 353147-B) dated July 7, 1975 (recorded August 19, 1975, as Document No. 75129 in Book 7595, Page 951 of the Official Records of Contra Costa County).
- F. The County will submit either this entire Agreement or a Memorandum of this Agreement to the Contra Costa County Clerk-Recorder for recording in the Official Records of Contra Costa County. The Clerk-Recorder will determine whether the Agreement or Memorandum of Agreement will be accepted for recording, and any decision to not accept the Agreement or Memorandum of Agreement for recording shall not affect the validity or enforceability of this Agreement, or the Parties obligations under this Agreement.
- G. The provisions of the following sections/paragraphs of this Agreement, including all rights, remedies and obligations therein, shall survive the stated expiration date of this Agreement:
- Section III, Paragraphs M, N and O
 - Section IV, Paragraphs Q and S
 - Section V
 - Section VIII, Paragraphs C through F
 - Section XI
 - Section XIII
 - Section XIV
 - Section XV

CONTRA COSTA COUNTY

**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

FORM APPROVED:
Sharon L. Anderson, County Counsel

By: _____
Deputy
County Counsel

Date: _____

By: _____
Kimberly Melikian
Assistant Chief Counsel, DWR

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Brian M. Balbas
Public Works Director

Date: _____

By: _____
David Duval, Chief
Division of Operations and Maintenance

Date: _____

By: _____
Jeanne Kuttel, Chief
Division of Engineering

Date: _____

APPROVED:

By: _____
Chair,
Board of Supervisors

By: _____
Ted Craddock
Deputy Director, DWR

Date: _____

ATTEST:

David Twa, Clerk
Board of Supervisors and
County Administrator

By: _____

Date: _____

**EXHIBIT A
BUDGET DETAIL AND PAYMENT PROVISIONS
PUBLIC ENTITIES**

A. INVOICING AND PAYMENT

Contractor shall submit three copies of the invoice to the State only after receiving written notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted no more often than monthly, in arrears, bearing the contract number.

Contractor must submit three copies of each invoice to the following address in order to expedite approval and payment:

DWR Accounting Office
Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Contractor shall also submit (either by regular mail or email) one additional copy of invoice to the Contract Manager:

Department of Water Resources
Division of Operations & Maintenance
Attn: Sheree Edwards
1416 9th Street, Room # 631-7
Sacramento, California 95814
or
sheree.edwards@water.ca.gov

Undisputed invoices shall be **paid** within 45 days of the date received by the DWR Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

If the State budgetary process does not appropriate sufficient funds to fully effectuate the Agreement, the Parties shall use their best efforts to reach a mutually-agreeable resolution to complete the Project as planned. If such efforts result in agreeable terms, this Agreement shall be amended to reflect such terms. The funding by DWR under this agreement for this Project is from the State Water Resources Development System and is under continuous appropriation.

Contract # 4600013326

Agreement # 353147-F

Exhibit B

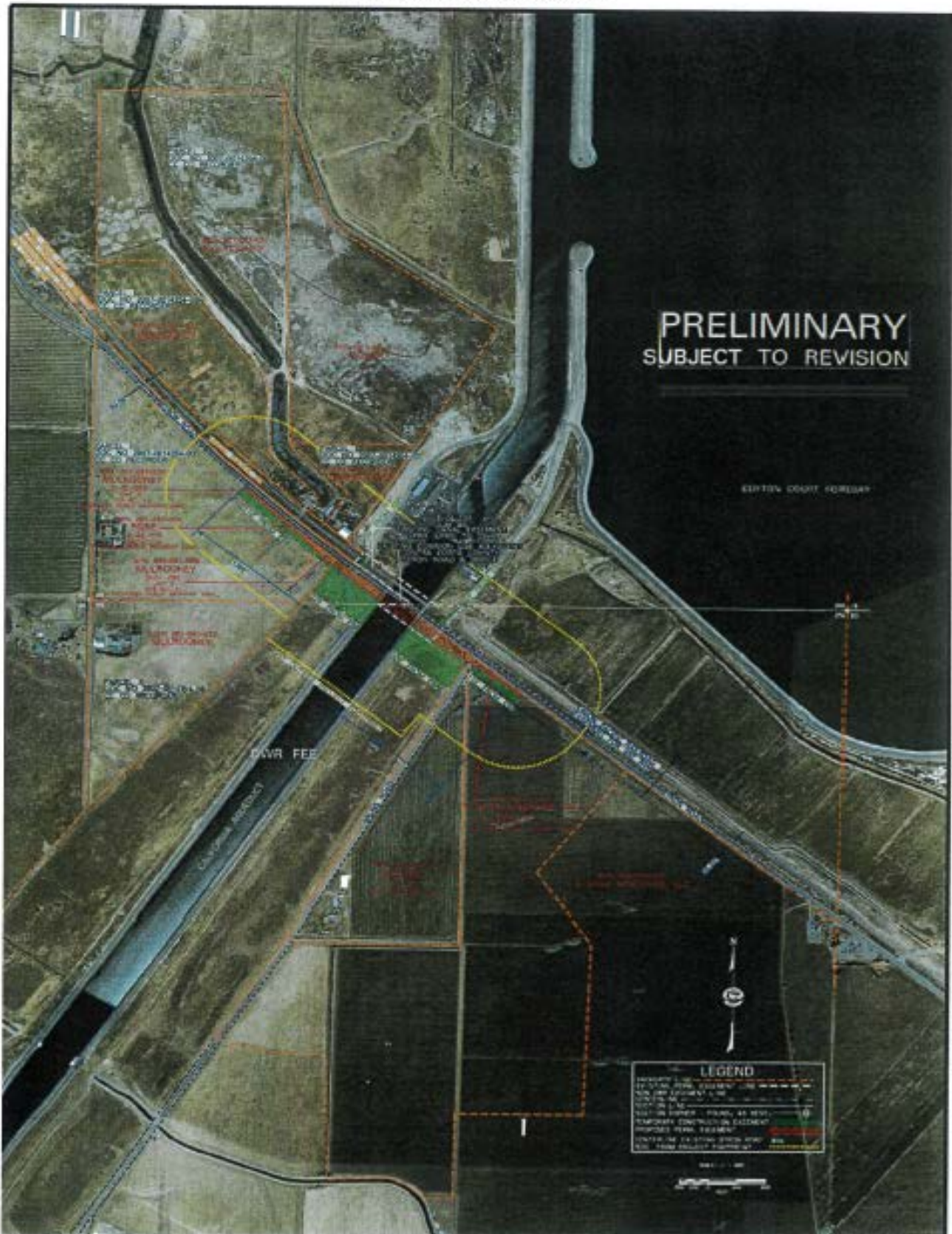
Page 1 of 2

**EXHIBIT B—Special Terms and Conditions for
Department of Water Resources
(Local Public Entities - Payables)**

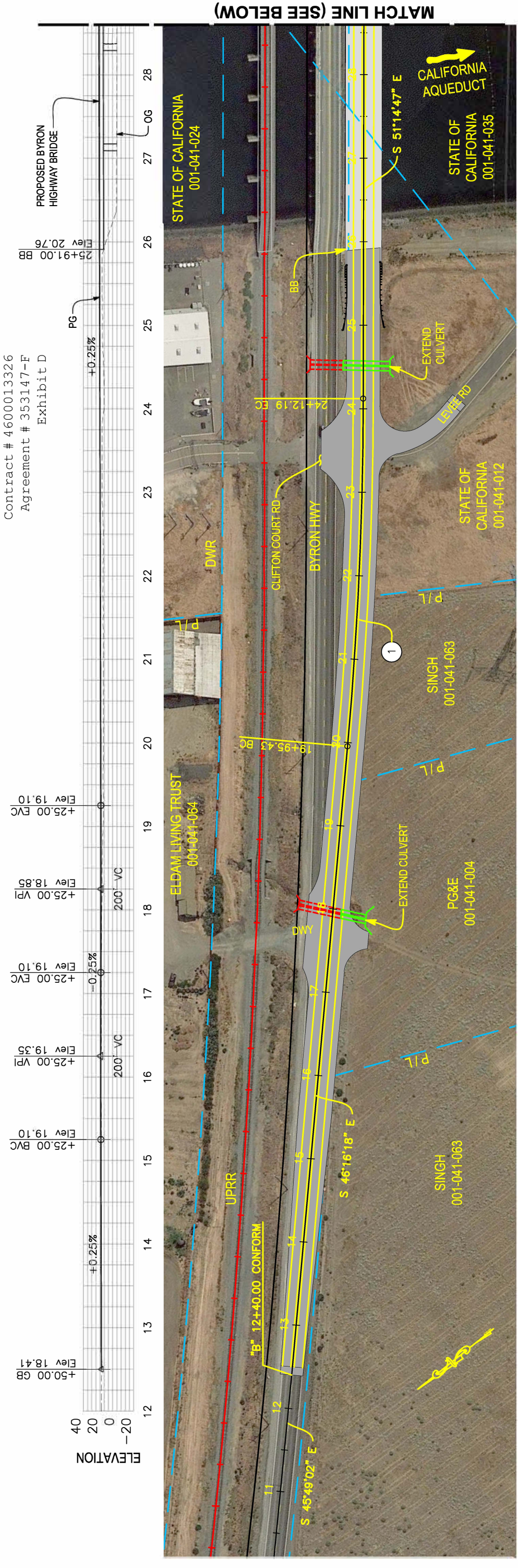
1. **RESOLUTION OF DISPUTES:** In the event of a dispute, County shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and County shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and County are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.
2. **AGENCY LIABILITY:** The County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
3. **POTENTIAL CONTRACTORS AND SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any County contractors and subcontractors, and no such contract or subcontract shall relieve the County of its responsibilities and obligations hereunder. The County agrees to be as fully responsible to the State for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the County. The County's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the County. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any of County's contractors or subcontractors.
4. **SUBCONTRACTING:** County hereby certifies the following:
 - a. that it has hired the engineering and design firm, Drake Haglan and Associates, pursuant to the provisions set forth in Government Code §§ 4525 et seq.;
 - b. that any architectural or engineering firm it seeks to hire for the Project in the future will be done pursuant to the provisions of Government Code §§ 4525 et seq. and that it will notify DWR in advance of its intent to do so;
 - c. that for any other contractor or consultant that County may seek to hire for the Project, it will notify DWR in advance of its intent to do so; and
 - d. that it will contract for the construction of the project pursuant to the public works procurement process applicable to the County, including competitive bidding, as set forth in Public Contract Code §§ 22000 et seq. and other applicable laws.
5. **COMPUTER SOFTWARE:** For contracts in which software usage is an essential element of performance under this Agreement, the County certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

6. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.
7. COUNTY COOPERATION DURING INVESTIGATION: County agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word “cooperate” includes but is not limited to, in a timely manner, making County staff available for interview and County records and documents available for review.
8. CONFLICT OF INTEREST: County shall comply with, and shall ensure that its contractors and subcontractors comply with, all applicable conflict of interest laws, including but not limited to, Government Code Section 1090 and the California Political Reform Act (Government Code Sections 81000 et seq.).

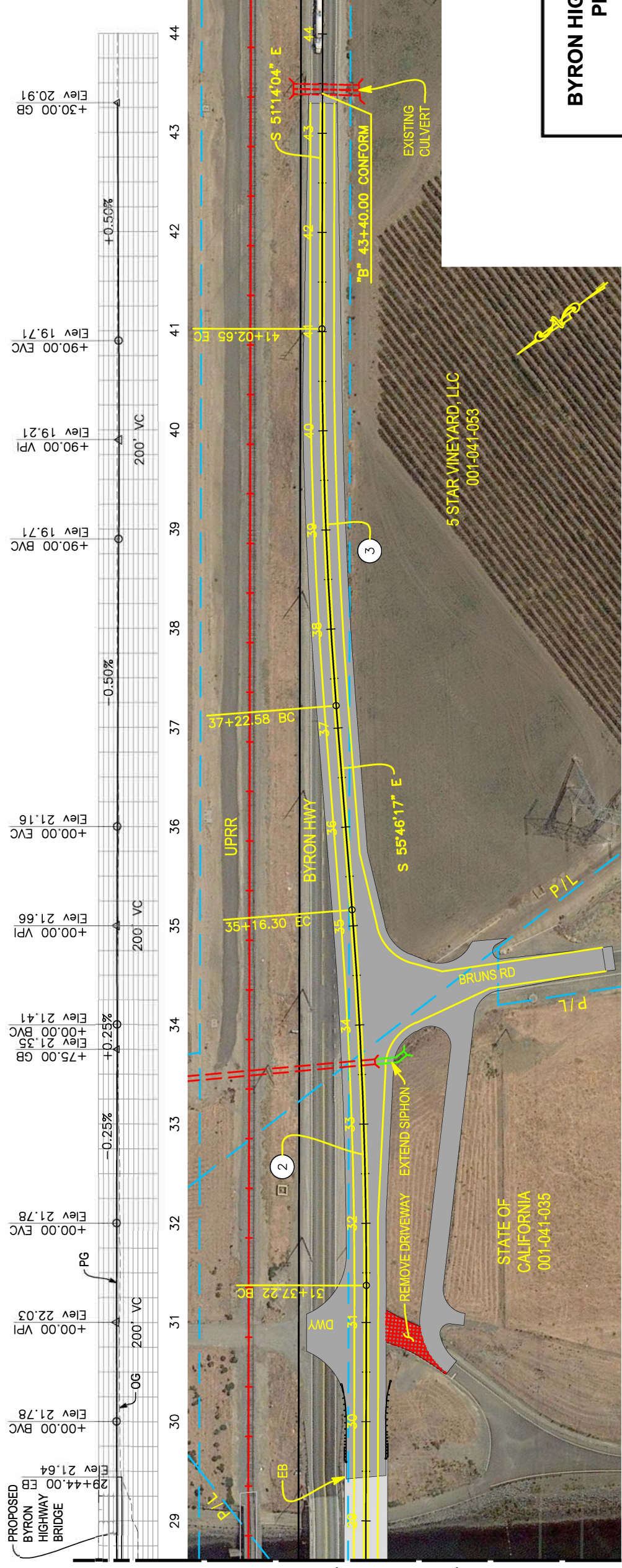
EXHIBIT C PROJECT LOCATION MAP



Contract # 4600013326
 Agreement # 353147-F
 Exhibit D



MATCH LINE (SEE BELOW)



MATCH LINE (SEE ABOVE)

CURVE DATA					
No.	R	Δ	T	L	
1	4800'	4°58'29"	208.51'	416.76'	
2	4800'	4°31'30"	189.64'	379.08'	
3	4800'	4°32'12"	190.13'	380.07'	

EXHIBIT D

**BYRON HIGHWAY BRIDGE REPLACEMENT
 PROPOSED ALIGNMENT**

EXHIBIT E
ALLOCATION OF PROJECT COSTS

Byron Highway Bridge Replacement - Estimate of Costs

	Estimated Costs	Fed Share *	DWR Share **	County Share ***
I. Preliminary Engineering (PE)				
1. Participating PE	\$2,200,000	\$1,947,660	\$186,732	\$65,608
2. Non Participating PE	\$500,000	\$0	\$370,000	\$130,000
II. Right of Way (RW)				
1. Participating RW	\$200,000	\$177,060	\$16,976	\$5,964
2. Non-participating RW	\$100,000	\$0	\$74,000	\$26,000
III. Construction (Contract + Contingency) (includes utility relocation)				
1. Participating contract costs	\$13,930,000	\$12,332,229	\$1,182,351	\$415,420
2. Non-participating contract costs	\$750,000	\$0	\$555,000	\$195,000
IV. Construction Engineering (CE)				
1. Participating CE	\$1,835,000	\$1,624,526	\$155,751	\$54,723
2. Non-participating CE	\$150,000	\$0	\$111,000	\$39,000
Totals	\$19,665,000	\$16,081,475	\$2,651,809	\$931,717

Notes:

* Fed Share: 88.53% of participating costs.

** DWR Share: splits local share with County at 74% DWR to 26% County split; 74% of non-participating costs.

***County share: splits local share with DWR at 74% DWR to 26% County split; 26% of non-participating costs.

Local Share: 11.47% of participating costs; 100% of non-participating costs.

Non- Participating costs are not eligible for federal reimbursement and include the County's non-participating overhead labor costs and a portion of utility relocations assumed to be non-participating.

**EXHIBIT F
 APPORTIONMENT OF LOCAL SHARE**

<u>Name</u>	Totals Used			
	<u>Bridge</u>	<u>Roadway</u>	<u>Utility</u>	<u>Totals</u>
Construct	\$7,380,000	\$0	\$0	\$7,380,000
Bridge Removal	\$350,000	\$0	\$0	\$350,000
Approach Roadway	\$0	\$2,710,000	\$0	\$2,710,000
Utility Relocation	\$0	\$0	\$565,000	\$565,000
Mobilization	\$860,000	\$305,000	\$62,000	\$1,227,000
Contingencies	\$1,720,000	\$605,000	\$123,000	\$2,448,000
Total	\$10,310,000	\$3,620,000	\$750,000	\$14,680,000





Byron Highway Bridge Replacement

Bridge vs. Approach Roadway Costs

<u>Item</u>	<u>Estimated Cost</u>	<u>% of total</u>	} Used as Local Share Apportionment
1. Bridge	\$7,730,000	74%	
2. Approach Roadway	\$2,710,000	26%	
Total	\$10,440,000		



LEGEND:

-  Access Area
-  Existing State of California Easement Agreement No. 63640 Bk 4925 Pg 618
-  Existing County Road Easement Bk 51 Deeds Pg 348
-  Existing Area of Common Use Agreement No. 353147-B Bk 7595 Pg 951

**BYRON HIGHWAY BRIDGE REPLACEMENT
 EXHIBIT G - ACCESS AREA**

Recorded at the request of:
Contra Costa County

EXHIBIT H

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn:

WHEN RECORDED MAIL TO:
DEPARTMENT OF WATER RESOURCES
Division of Engineering
Real Estate Branch
1416 9th Street, Room 425
Sacramento, CA 95814

Project: Byron Highway Bridge Replacement
Parcel No.: _____

DIRECTOR'S EASEMENT DEED

The STATE OF CALIFORNIA, acting by and through its Department of Water Resources, GRANTS to CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called the "GRANTEE", a NONEXCLUSIVE EASEMENT for the purposes of constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using a bridge and roadway for public roadway purposes and incidents thereto and all necessary appurtenances thereto including culverts, ditches, basins and roadway embankments, all hereinafter referred to collectively as "structures" ;

TOGETHER with the right of ingress and egress from said right of way and the right at all times to enter, in, over and upon said right of way and every part thereof and also to use said right of way for all purposes connected with the constructing, reconstructing, replacing, removing, repairing, maintaining, operating, and using of said structures in, under, along, and across that certain real property in the County of Contra Costa, State of California, described as follows:

LEGAL DESCRIPTION INSERTED HERE.

(Legal descriptions must be to DWR geodetic standards)

(Including signature and Seal of Licensed Surveyor - licensed in State of California)

(in the event of any discrepancy between the above identification and the real property described herein, the real property described will control.)

PROVIDED, HOWEVER, that this grant of easement by State is made under and subject to the following reservations, exceptions, limitations, covenants, and conditions which the Grantee by the acceptance of said easement consents to and accepts:

1. This grant is subject to all valid and existing contracts, leases, licenses, easements, encumbrances, and claims of title which may affect said property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.
2. The Grantee agrees to save harmless and indemnify the State, its officers, agents, and employees, from any and all claims, demands, losses, costs, expenses, damages, and liabilities (collectively "Liabilities") which may be suffered or incurred by the State, its officers, agents, and employees caused by, arising out of, or in any way connected with the use by Grantee of said real property or the exercise of said easement, except to the extent that a court determines any Liabilities arise out of or are connected with the negligent or willful misconduct of the State, its officers, agents, and employees
3. State expressly reserves the right to the use of said real property, in any manner, provided such use does not unreasonably interfere with the use of the easement herein granted.
4. No alteration of the easement or construction of facilities or improvements thereon shall be allowed without prior written approval by the State. The easement area and any and all facilities or improvements approved by State and constructed by Grantee thereon shall be maintained by Grantee.

Subject to special assessment, if any, restrictions, reservations, and easements of record.

The Director of Water Resources has determined that the said right was acquired for State water development uses or purposes and the rights herein granted are not inconsistent with the State's water development uses or purposes.

The conveyance is executed pursuant to the authority vested in the Director of Water Resources by law.

Dated _____, 20____.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

KARLA A. NEMETH
DIRECTOR OF WATER RESOURCES

By _____
Jeanne M. Kuttel, Chief
Division of Engineering

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

SS

County of _____

On _____, 20 ____ , before me, _____

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

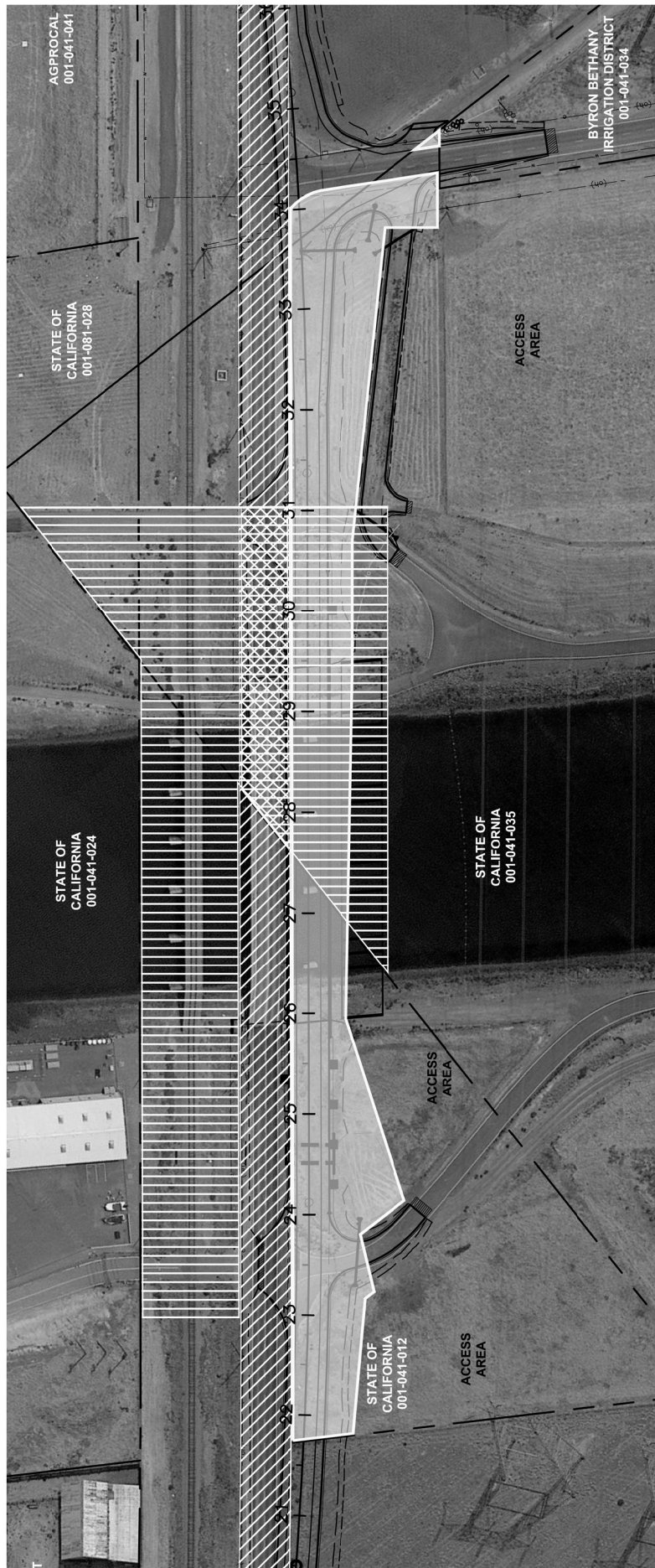
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal





[SEAL]

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

Contract # 4600013326
 Agreement # 353147-F
 Exhibit I



LEGEND:

-  New Permanent Easement
-  Existing State of California Easement Agreement No. 63640 Bk 4925 Pg 618
-  Existing County Road Easement Bk 51 Deeds Pg 348
-  Existing Area of Common Use Agreement No. 353147-B Bk 7595 Pg 951

dh drake haglan
 AND ASSOCIATES
 11060 White Rock Road, Suite 200
 Rancho Cordova, CA 95670

**BYRON HIGHWAY BRIDGE REPLACEMENT
 EXHIBIT I - NEW PERMANENT EASEMENT**

DATE: 11/19/2019
 SCALE: 1"=160'