



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 26, 2019

Subject: APPROVE Real Property Services Agreement between Contra Costa County and Solano Transportation Authority for the I-80/I-680/SR-12 Interchange – Constr

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute, on behalf of Contra Costa County (County), the Real Property Services Agreement (Agreement) with Solano Transportation Authority (STA), to provide right of way services to STA for the I-80/I-680/SR-12 Interchange – Construction Package 2 project, effective date of February 1, 2019 until terminated by either party, for payment of the County's costs to provide services in an amount not to exceed \$100,000. (Project No.:4500-6X5800)

FISCAL IMPACT:

100% Solano Transportation Authority Funds.

BACKGROUND:

STA is planning to proceed with its I-80/I-680/SR-12 Interchange – Construction Package 2 Project (Project) in Solano County. The Project is SB1 funded and in order to complete the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/26/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

ABSENT: Diane Burgis, District III Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 26, 2019

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Jessica Dillingham,
925-957-2453

cc:

Project, STA needs to acquire certain interests in real property. STA requires a variety of right-of-way services but has no right of way staff and desires to contract with the County

BACKGROUND: (CONT'D)

for these services.

Under the Agreement, Public Works Department Real Estate staff will perform various right-of-way services, including but not limited to right of way appraisal review; land rights document preparation; right of way acquisition; negotiations; right of way certification; supervision of independent contractors and other related work as required. STA will pay the County for those services based on the County's labor costs, up to the payment limit of the Agreement. The Agreement includes a mutual indemnification provision. Each party will be required to indemnify the other party for any claims that arise from the indemnifying party's acts, errors, or omissions in the performance of that party's obligations under the Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

STA will not be able to contract for the County's right of way services.

ATTACHMENTS

Real Estate Services Agreement