

**JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND THE CITY OF PITTSBURG
FOR THE DELTA DE ANZA MULTIMODAL TRAIL SAFETY IMPROVEMENTS**

This JOINT EXERCISE OF POWERS AGREEMENT (“AGREEMENT”), dated as of the ___ day of _____, 2026 (“EFFECTIVE DATE”), is entered into by Contra Costa County, a political subdivision of the State of California (“COUNTY”), and the CITY OF PITTSBURG, California, a municipal corporation (“CITY”). COUNTY and CITY are sometimes referred to herein together as the “PARTIES,” and each as a “PARTY.”

RECITALS

- A. The Delta De Anza Multimodal Trail Safety Improvements (the “PROJECT”) is a project to implement a series of safety and operational enhancements to the Delta De Anza Trail within the communities of Bay Point and Pittsburg. Within these communities, 22 at-grade crossings exist on the Delta De Anza Trail. In coordination with Contra Costa County, East Bay Regional Park District, and East Bay Municipal Utility District (EBMUD), the City of Pittsburg will design and construct the following improvements: 1) Delta de Anza Trail Crossing Intersections – Install crosswalk enhancements that may include a combination of treatments such as raised crosswalks, rapid rectangular flashing beacons, high-visibility crosswalks, lighting, wayfinding signage, and green bike lanes; 2) Delta de Anza Trail Improvements – Install landscaping, lighting, trail pavement, fencing, and other improvements consistent with the City’s Living Green Gardens for sustainability, shown in location map in Exhibit A, attached hereto and incorporated herein by reference. The PROJECT will be scaled to remain within the approved budget as shown in Exhibit B. The PROJECT is located within unincorporated (Bay Point) Contra Costa County and incorporated City of Pittsburg.
- B. The CITY submitted a One Bay Area Grant (OBAG 3) application for the Project and was selected through a competitive process administered by Contra Costa Transportation Authority (CCTA) to receive \$4,427,000 in federal funding.
- C. COUNTY and CITY intend to define herein the understanding by which COUNTY and CITY are to implement the PROJECT phases described herein. This AGREEMENT describes how the PARTIES will exercise powers common to them within their respective jurisdictions to complete PROJECT-related preliminary design, detailed design, preliminary engineering, environmental clearance and any necessary right of way acquisition. As further described in this AGREEMENT, the PARTIES intend for PROJECT construction to occur after the PARTIES mutually agree to proceed to that PROJECT phase, following any required environmental review under the California Environmental Quality Act (“CEQA”).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CITY agree as follows:

1. PURPOSE. This AGREEMENT is entered into pursuant to Government Code section 6500, *et seq.*, Code of Civil Procedure section 1240.140, Streets and Highways Code sections 943 and 1810, and other applicable laws, to provide for the PARTIES' exercise of their shared powers for the purpose of completing the PROJECT within their respective jurisdictions. This AGREEMENT sets forth the PARTIES' obligations to complete activities and pay costs related to PROJECT-related design, environmental documentation and permitting, any necessary right of way acquisition, and construction within their jurisdictions. The estimated PROJECT costs, and approximate allocation of those costs between the PARTIES, are shown in Exhibit B attached hereto and incorporated herein by reference.
2. TERM; EXPIRATION. The term of this AGREEMENT begins on the EFFECTIVE DATE, and it expires upon the COUNTY's acceptance of the PROJECT as complete under Section 7, unless this AGREEMENT is terminated earlier in accordance with Section 3(g) or Section 12.
3. PRELIMINARY AND FINAL ENGINEERING; ENVIRONMENTAL REVIEW.
 - a. City's Obligations. CITY shall complete PROJECT preliminary and final design engineering, environmental processing and review, and right-of-way engineering.
 - b. CEQA. CITY shall act as the lead agency for the PROJECT for purposes of the California Environmental Quality Act ("CEQA"), and it shall complete all appropriate environmental review under CEQA, as determined by CITY, prior to advertising for bids for the PROJECT. COUNTY shall determine whether it meets the requirements of a responsible agency under CEQA, and, if such requirements are met, COUNTY shall appropriately participate during PROJECT CEQA environmental review in the capacity of a CEQA responsible agency.
 - c. Conceptual Designs. CITY shall provide 15% plans and estimate ("Conceptual Designs") to the COUNTY for review and comment before moving into subsequent phases of the project. If, upon review of the Conceptual Designs that the project is not economically feasible, COUNTY may terminate this AGREEMENT by providing written notice to the CITY. Otherwise, this AGREEMENT may only be terminated under Section 12 (Termination).
 - d. Project PS&E. CITY shall submit to COUNTY for review 35%, 65%, and 95% plans, specifications, and estimates (each "PS&E"). COUNTY shall review and comment on each CITY submittal within thirty (30) days of receipt of the submittal from the CITY.
 - e. Compliance with COUNTY Standards. For that portion of the PROJECT within COUNTY's jurisdiction, CITY shall perform all engineering and design work to the

satisfaction of COUNTY, in accordance with COUNTY standards and requirements, and in accordance with all applicable State of California, Department of Transportation standard plans and specifications. COUNTY shall have approval authority over the PROJECT PS&E for that portion of the PROJECT within the COUNTY's jurisdiction.

- f. Discretionary Approvals. Neither COUNTY nor CITY will make any discretionary decision with respect to any portion of the PROJECT until after COUNTY's and CITY's respective legislative bodies have approved the PROJECT environmental document(s). CITY shall not solicit bids for PROJECT construction until after COUNTY's and CITY's legislative bodies approve the PROJECT PS&Es under Section 3(g).
- g. Approval of Final PS&Es. Before PROJECT construction begins: the final PS&E for the portion of the PROJECT in COUNTY's jurisdiction shall be approved by either COUNTY's Board of Supervisors, or by a COUNTY employee who is authorized to exercise discretionary authority to give such approval in conformity with COUNTY standards, as determined by COUNTY in its sole discretion; and the final PS&E for the portion of the PROJECT in CITY's jurisdiction shall be approved by either CITY's City Council, or by a CITY employee who is authorized to exercise discretionary authority to give such authority in conformity with CITY standards, as determined by CITY in its sole discretion.
- h. County's Ability to Terminate Before Right of Way Acquisition Begins. If, at any time before CITY commences any PROJECT Right of Way Activities (defined in Section 4(a), below), COUNTY determines that it does not have sufficient financial resources to proceed with the PROJECT, COUNTY may terminate this AGREEMENT by providing written notice to CITY. Otherwise, this AGREEMENT may only be terminated under Section 12 (Termination).

4. RIGHT-OF-WAY ACTIVITIES.

- a. Designation of Party to Perform Right of Way Activities. Pursuant to Code of Civil Procedure section 1240.140, CITY is hereby designated as the PARTY to acquire all property and property interests required for the PROJECT within the PARTIES' jurisdictions, by eminent domain or otherwise, by and through the CITY's City Council, CITY officials and departments, and CITY's attorneys, including outside counsel (collectively, "Right of Way Activities").
 - i. CITY shall perform all Right of Way Activities for the PROJECT, which may include but may not be limited to acquisition of right of way, slope easements, utility easement, license agreements, temporary construction easements, right of entry permits, storm drainage easements, drainage releases, relinquishment of abutter's rights, and floating easements for maintenance.
 - ii. CITY's City Council may consider adopting a resolution of necessity in accordance with all applicable legal requirements. CITY's City Council will exercise its independent discretion in determining whether to adopt any resolution of necessity.

Nothing in the AGREEMENT commits the City Council to adopting any resolution of necessity.

- iii. CITY shall be the PARTY responsible for conducting all public hearings to the end of adopting a resolution of necessity, and for taking all steps necessary to pursue to conclusion eminent domain proceedings as may be necessary to obtain property and property interests for or relating to the PROJECT, and, in connection therewith, for entering into any and all contracts to obtain performance of all legal (including outside counsel), engineering, appraisal, right-of-way, relocation assistance, expert valuation, and related services (also, collectively, "Right of Way Activities").
 - b. COUNTY's Acceptance of Project Right of Way. Within ninety (90) days after CITY acquires any property or property interests required for the portion of the PROJECT within COUNTY's jurisdiction, CITY shall transfer to COUNTY, and COUNTY shall accept from CITY, title to said property or property interests.
 - c. Survival. The obligations in this Section 4 shall survive the expiration or termination of this AGREEMENT.
5. PROJECT CONSTRUCTION. The PARTIES agree that CITY will not advertise the PROJECT to solicit bids until after both PARTIES' authorized representatives mutually agree in writing to proceed to PROJECT bidding ("Notice to Proceed to Bid"). Each PARTY shall require its authorized representative to not unreasonably withhold agreement to proceed to PROJECT bidding. Upon the execution of the Notice to Proceed to Bid by both PARTIES, the PARTIES' obligations under Section 5 become effective, as further described in this section.
 - a. CITY as Lead for Construction. CITY shall act as lead agency for the PROJECT for construction purposes, and it shall be responsible for the overall management, advertisement, and PROJECT construction contract ("PROJECT Construction Contract") award. CITY shall be responsible for all PROJECT-related contract administration for construction-related activities within the jurisdictional boundaries of the COUNTY and CITY, and for ensuring that the PROJECT is constructed in compliance with all applicable local, state, and federal laws applicable to COUNTY and CITY, including without limitation the applicable provisions of the California Public Contract Code and the California Labor Code.
 - b. Parties' Review of Bids and Financial Impacts. Within five (5) days after the PROJECT Construction Contract bid submission deadline, and before CITY considers awarding a PROJECT Construction Contract to the lowest responsible bidder, CITY will notify COUNTY regarding the amount of the bid from the apparent lowest responsive and responsible bidder and the anticipated amount of the COUNTY CONSTRUCTION COSTS (defined in Section 6(b)) that COUNTY would be required to pay under this AGREEMENT. If, within ten (10) days after receiving that information, COUNTY's authorized representative reasonably determines that COUNTY does not have sufficient available financial resources to fund the remaining COUNTY PRE-CONSTRUCTION

COSTS (defined in Section 6(a)) and the COUNTY CONSTRUCTION COSTS, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Sections 6(a) and 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period in which COUNTY will reimburse CITY for the difference between (a) the amount of remaining COUNTY PRE-CONSTRUCTION COSTS, plus the COUNTY CONSTRUCTION COSTS that the COUNTY is required to pay under this AGREEMENT, minus (b) COUNTY's then available financial resources for remaining COUNTY PRE-CONSTRUCTION COSTS and COUNTY CONSTRUCTION COSTS. Nothing in this AGREEMENT requires CITY's City Council to exercise its discretion in any particular way in response to, or after considering, PROJECT Construction Contract bids that CITY receives; and CITY reserves the right for its City Council to award a contract to the lowest responsive and responsible bidder, as determined by CITY, or to reject all bids received, or to take any other discretionary action authorized by law.

- c. Issuance of County Encroachment Permit. Upon request by CITY or its contractor, COUNTY shall issue an encroachment permit to CITY's contractor for all improvements constructed under the PROJECT within the jurisdictional boundaries of the COUNTY, at no fee to CITY or its contractor.
- d. County as Additional Insured. CITY shall require the PROJECT construction contractor to maintain, at a minimum, the policies of insurance, at the specified limits, set forth in Exhibit C, attached hereto. CITY shall require its PROJECT construction contractor to name the COUNTY, its elected officials, officers, directors, employees, agents, and representatives as additional insureds under each insurance policy. Following construction contract award and before construction of the PROJECT begins, the CITY shall provide the COUNTY, or the CITY shall require the PROJECT construction contractor to provide the COUNTY, a certificate of insurance that meets the requirements of this section.
- e. COUNTY as Additional Indemnitee. CITY shall require its PROJECT construction contractor to indemnify, defend, and hold harmless COUNTY to the same extent that the contractor is required to indemnify, defend, and hold harmless CITY.
- f. Bonds. CITY shall require its PROJECT construction contractor to obtain payment and performance bonds that name both COUNTY and CITY as obligees under the bonds.
- g. Warranty. CITY shall require its PROJECT construction contractor to guarantee to COUNTY and CITY, for a period of one (1) year following acceptance of the PROJECT by CITY under Section 7, that the PROJECT is constructed in accordance with the final and as-built PROJECT PS&E, is and will be free from defects, and will perform satisfactorily in accordance with COUNTY and CITY standards and requirements.
- h. Qualified Representatives. Each of COUNTY and CITY shall designate representatives for all construction-related communications between COUNTY and CITY during the PROJECT construction phase. For PROJECT features within COUNTY's jurisdiction, COUNTY may elect to authorize its qualified representative to have authority to accept or reject work or materials, or to order any actions needed for public safety or the preservation

of property, and to assure compliance with all provisions of the COUNTY's encroachment permit.

- i. Project Change Orders. CITY shall administer all PROJECT change orders. For any PROJECT change order affecting portions of the PROJECT within COUNTY's jurisdiction, CITY's authorized representative will provide COUNTY's authorized representative a copy of the proposed change order; and COUNTY's authorized representative shall respond to the proposed change order within five (5) days after receiving the proposed change order from CITY. COUNTY shall require its authorized representative to not unreasonably withhold approval of any PROJECT change order affecting portions of the PROJECT within COUNTY's jurisdiction.
- j. Unanticipated Physical Conditions. Notwithstanding Section 5(i), if PROJECT changes in COUNTY's jurisdiction are required due to unanticipated physical conditions of property required for the PROJECT, and if those PROJECT changes would cause the COUNTY CONSTRUCTION COSTS to exceed the amount in Exhibit B, the PARTIES' authorized representatives shall meet and confer regarding proposed PROJECT changes within five (5) days after CITY notifies COUNTY about those PROJECT changes. If COUNTY's authorized representative reasonably determines that COUNTY does not have sufficient available financial resources to fund the increased costs associated with the proposed PROJECT changes, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Section 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period under which COUNTY will reimburse CITY for the increased costs attributable to the proposed PROJECT changes.
- k. Disputes with the Project Construction Contractor. In the event of a dispute between CITY and the CITY's PROJECT construction contractor that could increase the COUNTY CONSTRUCTION COSTS beyond those listed in Exhibit B, or that could expose COUNTY to other financial liability not included in Exhibit B, the PARTIES' authorized representatives shall negotiate in good faith in an effort to resolve the dispute to their reasonable satisfaction.

6. FINANCIAL RESPONSIBILITY, INVOICING, AND PAYMENT.

- a. Pre-Construction Costs. COUNTY shall pay CITY 11.47% of the actual costs for all pre-construction activities for that portion of the PROJECT within COUNTY's jurisdiction (collectively "COUNTY PRE-CONSTRUCTION COSTS"), provided that the COUNTY's PRE-CONSTRUCTION COSTS shall not exceed the lesser amount of either twenty-five percent (25%) of the COUNTY CONSTRUCTION COSTS defined in Section 6(b) or \$250,000. COUNTY PRE-CONSTRUCTION COSTS include all of preliminary and final engineering, including work to obtain environmental clearance and permits, and all Right of Way Activities, as applicable. The COUNTY PRE-CONSTRUCTION COSTS are estimated and shown in Exhibit B, under total design attached hereto.
- b. Construction Costs. COUNTY shall pay CITY 11.47% of the actual costs to construct and administer the construction of that portion of the PROJECT in COUNTY's jurisdiction

(“COUNTY CONSTRUCTION COSTS”). The COUNTY CONSTRUCTION COSTS are estimated and shown in Exhibit B (currently, line items for the “CON Phase”). Immediately after CITY’s award of the PROJECT Construction Contract, the PARTIES agree to replace Exhibit B with a new Exhibit B, in accordance with Section 6(d).

- c. Invoicing and Payment. CITY shall invoice COUNTY after the following events for all costs incurred by CITY: (a) approval of Final PS&Es as specified in Section 3(g); and (b) completion and acceptance as specified in Section 7. COUNTY shall pay the amount stated on an invoice within forty-five (45) days after receiving the invoice from CITY.
 - d. Updating Exhibit B. As of the EFFECTIVE DATE, Exhibit B includes the estimated cost of the PROJECT for both PARTIES. This amount represents the anticipated cost for budgeting purposes, but the amount may not represent the actual cost to complete the PROJECT. The PARTIES’ authorized representatives may agree to replace Exhibit B with a new Exhibit B whenever they deem necessary to update the PROJECT scope of work, cost estimates, and cost allocation shown in Exhibit B. The PARTIES agree that Exhibit B shall be replaced following the award of a PROJECT Construction Contract and after each PROJECT change order. Each new Exhibit B must be signed by authorized representatives of both PARTIES, which shall cause it to be incorporated into this AGREEMENT. The PARTIES acknowledge that a new Exhibit B may include new line items in addition to those referenced in Sections 6(a) and 6(b).
 - e. Survival. The obligations in this Section 6 shall survive the expiration or termination of this AGREEMENT.
7. COMPLETION & ACCEPTANCE. Upon completion of PROJECT construction, as determined by CITY, CITY and COUNTY representatives shall conduct a joint final inspection of the PROJECT prior to acceptance of improvements as complete. Following the joint final inspection THE CITY’s CITY COUNCIL shall consider accepting the PROJECT as complete. Within thirty (30) days after CITY accepts the PROJECT as complete, COUNTY shall cause its Board of Supervisors to consider accepting the portions of the PROJECT in the COUNTY as complete, which acceptance shall not be unreasonably withheld. After CITY accepts the PROJECT as complete, CITY shall provide COUNTY copies of all as-built drawings for the PROJECT improvements.
8. RELEASE OF WARRANTY. Prior to expiration of the one-year warranty period for the contractor’s warranty referenced in Section 5(g), COUNTY’s and CITY’s authorized representatives shall conduct a joint inspection of the PROJECT. The purpose of this joint inspection is to determine whether the PROJECT has performed during the one-year warranty period to COUNTY’s and CITY’s satisfaction. After this joint final inspection, COUNTY shall provide CITY written concurrence for a release of the warranty bond for the PROJECT, which concurrence shall not unreasonably be withheld. Upon receipt of COUNTY’s written concurrence, CITY may release the warranty bond for the PROJECT. The obligations in this Section 8 shall survive the expiration of this AGREEMENT.
9. OWNERSHIP AND MAINTENANCE; INDEMNITY.

- a. County's Obligations. After COUNTY accepts the PROJECT as complete under Section 7, COUNTY shall own and maintain the portion of the PROJECT located in COUNTY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless CITY, its governing body, officers, agents, and employees, from and against all claims, demands, suits, costs, expenses and liability for any damages, injury, sickness, or death ("Liabilities") arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in COUNTY's jurisdictional boundaries.
- b. City's Obligations. After CITY accepts the PROJECT as complete under Section 7, CITY shall own and maintain the portion of the PROJECT located in CITY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless COUNTY, its governing body, officers, agents, and employees, from and against all Liabilities arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in the CITY's jurisdictional boundaries.
- c. Survival. The obligations in this Section 9 are in addition to the obligations in Section 10. If there is any conflict between a PARTY's obligations in this Section 9 and the PARTY's obligations in Section 10, the conflicting obligation in this Section 9 shall prevail and govern. The obligations in this Section 9 shall survive the expiration or termination of this AGREEMENT.

10. HOLD HARMLESS.

- a. Standard of Care. Nothing in this AGREEMENT is intended to affect the legal liability of any PARTY by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.
- b. City's Obligations. CITY shall defend, indemnify, and hold harmless COUNTY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of CITY's performance of its obligations under this AGREEMENT.
- c. County's Obligations. COUNTY shall defend, indemnify, and hold harmless CITY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of COUNTY's performance of its obligations under this AGREEMENT.
- d. Survival. The obligations of this Section 10 shall survive the termination or expiration of this AGREEMENT. If there is any conflict between a PARTY's obligations in this Section 10 and the PARTY's obligations in Section 9, the conflicting obligation in Section 9 shall prevail and govern.

11. MODIFICATION. This AGREEMENT may not be modified or amended except in a writing signed by all PARTIES hereto. However, the PARTIES' authorized representatives may modify this AGREEMENT by updating Exhibit B, as described in and pursuant to Section 6(d).
12. TERMINATION.
 - a. Termination for Cause. If either PARTY reasonably determines that the other PARTY (a) is unable to fulfill the terms of the AGREEMENT, (b) is violating or has violated any laws pertaining to the AGREEMENT or PROJECT, or (c) has failed to cooperate with the other PARTY in accordance with the terms of the AGREEMENT, the aggrieved PARTY shall give the other PARTY written notice specifying the reasons for that determination. Within 10 days thereafter, each PARTY's designated representative shall meet and cooperate in good faith to attempt to resolve the issue or issues specified in the notice. If the issue or issues cannot be resolved to the reasonable satisfaction of both PARTIES, the aggrieved PARTY may terminate this AGREEMENT immediately upon written notice to the other PARTY.
 - b. Termination upon Mutual Agreement. Except to the extent this AGREEMENT provides otherwise, the PARTIES may terminate this AGREEMENT by mutual written agreement.
 - c. County's Obligations. If this AGREEMENT is terminated, COUNTY shall pay CITY for costs incurred in connection with the PROJECT up to the date of termination, in accordance with Section 6.
13. NO THIRD-PARTY BENEFICIARIES. Nothing in this AGREEMENT, express or implied, is intended to confer on any person, other than the PARTIES and their successors and assigns, any rights or remedies by reason of this AGREEMENT.
14. AGREEMENT CONSTRUCTION. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but, rather, as if all PARTIES have prepared it. The PARTIES to this AGREEMENT and their attorneys have read and reviewed this AGREEMENT and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.
15. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding of the PARTIES relating to the subject matter of this AGREEMENT. No promise, representation, warranty or covenant not included in this AGREEMENT has been or is relied upon by any PARTY.
16. COUNTERPARTS. This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts

constituting but one and the same instrument. The execution of this AGREEMENT will not become effective until counterparts have been executed by both PARTIES. Faxed signatures on this AGREEMENT or any notice, consent, or amendment required under this AGREEMENT are binding.

17. NOTICES. All correspondence regarding this AGREEMENT, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one PARTY to the other:

COUNTY:

Warren Lai, Public Works Director
255 Glacier Drive
Martinez, CA 94553-4825
Fax: (925) 313-2333

CITY:

City Manager
65 Civic Ave
Pittsburg, CA 94565
Fax: (925) 252-4814

or to such other addresses as the COUNTY and CITY may respectively designate by written notice to the other PARTY. Notice shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5th) day after the postmark date if it is given by U.S. Mail.

18. GOVERNING LAW. This AGREEMENT will be governed and construed in accordance with California law.
19. WAIVER. A waiver or breach of any covenant or provision in this AGREEMENT will not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver will be valid unless in writing and executed by the waiving PARTY.
20. SEVERABILITY. If any term or provision of this AGREEMENT is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, this AGREEMENT shall be construed as not containing that term, and the remainder of this AGREEMENT shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the PARTIES' intent under this AGREEMENT.
21. ASSIGNMENT AND DELEGATION. This AGREEMENT, and any portion hereof, shall not be assigned or transferred, nor shall all or any part of a PARTY's duties be delegated, without the written consent of the other PARTY. Any attempt to assign or delegate this AGREEMENT or any part hereof without the prior written consent of the other PARTY shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.
22. FURTHER ASSURANCES. Whenever requested to do so by the other PARTY, each PARTY will execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all obligations, conveyances, transfers, and assignments under this

AGREEMENT, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this AGREEMENT.

23. COUNTERPARTS. This AGREEMENT may be executed in counterparts that, together, constitute one and the same instrument.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the PARTIES have each executed this AGREEMENT as of the EFFECTIVE DATE.

CONTRA COSTA COUNTY:

CITY OF PITTSBURG:

By: _____
Warren Lai
Public Works Director

By: _____
City Manager

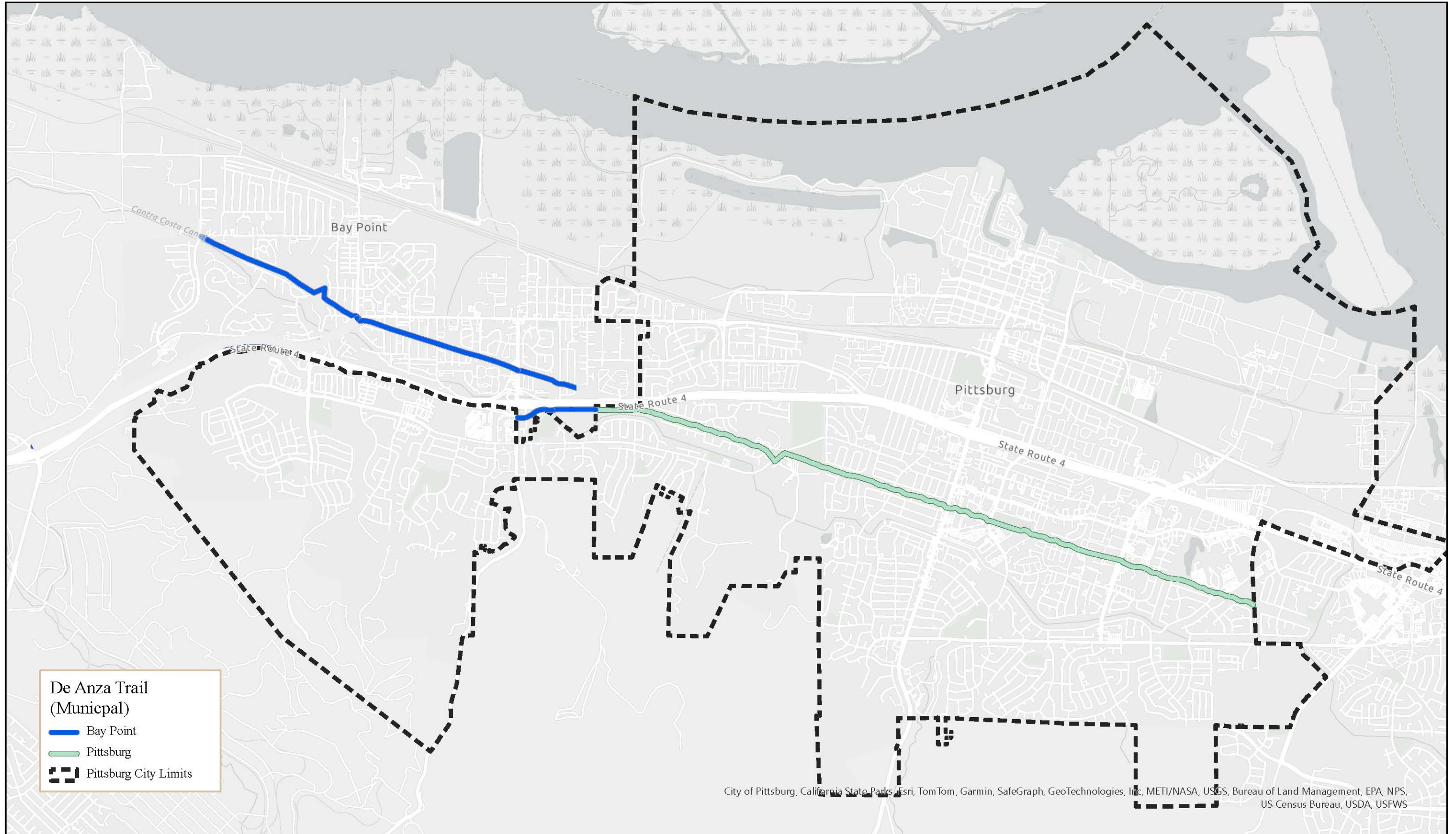
APPROVED AS TO FORM:
Thomas L. Geiger
County Counsel

APPROVED AS TO FORM:

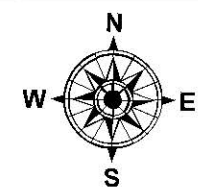
By: _____
County Counsel

By: _____
City Attorney

Exhibit "A"



City of Pittsburg, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS



Delta De Anza Trail Location Map



City of Pittsburg

Exhibit B

Project Name- Delta De Anza Multimodal Trail Safety Improvements

Project Phase	Proposed Cost	Pittsburg Portion	Pittsburg Contribution (11.47%)*	Bay Point (County) Portion	Bay Point(County) Contribution (11.47%)*
Design					
Phase 1 - Package A	\$ 151,000.00	\$ 54,360.00	\$ 6,235.09	\$ 96,640.00	\$11,085
Phase 2 - Package B	\$ 344,000.00	\$ 194,330	\$ 22,289.60	\$ 149,670	\$17,167
Total Design	\$ 495,000.00	\$ 248,689.52	\$ 28,524.69	\$ 246,310.48	\$ 28,251.81
Construction**					
Construction Contract(CON)	\$ 4,447,406.00	\$ 2,890,813.90	\$ 331,576.35	\$ 1,556,592	\$ 178,541
Construction Support(CE)	\$ 67,000.00	\$ 43,550.00	\$ 4,995.19	\$ 23,450	\$ 2,689.72
Total Construction	\$ 4,514,406.00	\$ 2,934,363.90	\$ 336,571.54	\$ 1,580,042	\$ 181,230.83
Total Anticipated Project Cost	\$ 5,009,406.00	\$ 3,183,053.42	\$ 365,096.23	\$ 1,826,352.58	\$ 209,482.64

* Federal Grant Reimbursement (88.53%) of Federal Participating Cost

** Cost to be Updated based on the 100% PS&E and after Bid Opening

Exhibit C
Excerpts from City's Standard Provision for Public Works Project

4.3 Insurance. No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder's Risk Insurance:* The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days advance written notice to City, unless due to non-payment of premiums, in which case ten days advance written notice must be made to City.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or equivalent form(s) approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon

request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.