

**AGREEMENT
BETWEEN
THE CITY OF SUNNYVALE
AND
THE CITY OF SANTA CLARA
FOR THE
PREVENTIVE MAINTENANCE OF VARIOUS BRIDGES PROJECT**

This Agreement (“Agreement”) is made and entered into on this 27th day of April, 2026, (“Effective Date”), is between the City of Sunnyvale, a California chartered municipal corporation, referred to herein as “SUNNYVALE”, and the City of Santa Clara, a California chartered municipal corporation, referred to herein as “SANTA CLARA”. SUNNYVALE and SANTA CLARA may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement”.

RECITALS

WHEREAS:

- A. On December 18, 2018, the Parties entered into an agreement entitled “Cooperative Agreement Between the City of Sunnyvale and the City of Santa Clara for the Maintenance of Shared Bridges” (“Bridge Maintenance Cooperative Agreement”) that set forth the terms and conditions of maintenance responsibilities for seven bridges within the jurisdictional boundaries (city limits) of both the City of Sunnyvale and the City of Santa Clara that the Parties considered bridges with shared maintenance responsibilities (“Shared Bridges”);
- B. The Parties agreed in the Bridge Maintenance Cooperative Agreement that repairs warranted by Bridge Inspection Reports from the California Department of Transportation (“Caltrans”) shall be completed through separate agreements between the Parties; agreed to seek grant funding from the Caltrans Bridge Preventive Maintenance Program (“Caltrans BPMP”); and agreed to agree on scope and budget and enter into agreements as necessary for maintenance items that require shared costs prior to the initiation of any work;
- C. In 2024, the Parties received Bridge Inspection Reports (“BIR”) from Caltrans, Office of Structure Maintenance & Investigations – North, that included work recommendations at the Shared Bridges;
- D. SUNNYVALE separately completed bridge inspections and a Bridge and Culvert Asset Management Plan in approximately 2016 and 2017 (“SUNNYVALE Inspections”) that included work recommendations at the Shared Bridges;
- E. The Caltrans BIR and SUNNYVALE Inspections at the Shared Bridges identified work recommendations considered to be of shared maintenance responsibility and costs and therefore require agreement by both Parties prior to the initiation of work;
- F. On or about June 2019, SUNNYVALE submitted a BPMP funding request to Caltrans to seek funding to address proposed work for three of the Shared Bridges referenced below based upon information available from the Caltrans BIR and SUNNYVALE Inspections at that time:
 - Bridge No. 37C0253: Tasman Drive at Calabazas Creek,

- Bridge No. 37C0249: Arques Avenue at Calabazas Creek, and
 - Bridge No. 37C0323: Kifer Road at Calabazas Creek;
- G. Caltrans subsequently notified SUNNYVALE in approximately 2022 that the BPMP funding request was approved by Caltrans and that funds were programmed into Caltrans' Highway Bridge Program ("HBP") as number PM00204 for federal fiscal year 2024-2025 for the design phase and beyond federal fiscal year 2027-2028 for the construction phase;
- H. The Parties contemplate the design and construction of a project to perform preventive maintenance and rehabilitation work at the three above-referenced Shared Bridges in consideration of the Caltrans BIR, the SUNNYVALE Inspections, and the Caltrans HPB funding;
- I. The Parties mutually desire to set forth the terms and conditions for the completion of the project, and its cost, to be accomplished within the scope of this Agreement.

AGREEMENT PROVISIONS

In consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, the Parties agree as follows:

1. PROJECT DESCRIPTION

The project to be performed under this Agreement consists of the design and construction of preventive maintenance and rehabilitation at the following three Shared Bridges ("PROJECT"):

1. Bridge No. 37C0253: Tasman Drive at Calabazas Creek;
2. Bridge No. 37C0249: Arques Avenue at Calabazas Creek; and
3. Bridge No. 37C0323: Kifer Road at Calabazas Creek (collectively, "PROJECT's Shared Bridges").

The PROJECT is further defined to include any and all activities necessary to provide the preventive maintenance and rehabilitation of the PROJECT's Shared Bridges as complete and usable facilities including, but not limited to, project delivery, administration, and management, project design and preparation of design and bid documents, agency approvals including any third party permits, funding administration and reporting, construction, construction administration, and project close-out. The PROJECT is further planned to be completed through the use of design professional services consultant contract(s) and public works construction contract(s).

The preventative maintenance and rehabilitation to be performed at each of the PROJECT's Shared Bridges are further described as set forth in Exhibit A, "Scope of Work," attached to and incorporated into this Agreement by reference. The specific preventative maintenance and rehabilitation design and construction elements at each bridge is subject to change as further investigations and additional information may become available in the future, and such changes may be proposed as directed by either Party provided that changes are subject to mutual written consent of both Parties through an amendment to this Agreement and further subject to provisions for project costs as described elsewhere in this Agreement.

SUNNYVALE's BPMP funding request to Caltrans, and Caltrans' subsequent programming of BPMP funds, includes two additional bridges referenced below that are solely controlled by

SUNNYVALE with no maintenance responsibility or other involvement by SANTA CLARA (“SUNNYVALE Bridges”):

- Bridge No. 37C0058: Mathilda Avenue at Evelyn Avenue
- Bridge No. 37C0837: Lochinvar Avenue at Calabazas Creek

SUNNYVALE shall have exclusive responsibility for these SUNNYVALE Bridges, including costs. Both Parties acknowledge and agree that the design and construction of SUNNYVALE Bridges may be administered by SUNNYVALE within the same project or included within related consultant or construction contracts as the PROJECT’s Shared Bridges subject to the appropriate segregation of work for cost and accounting purposes between the PROJECT’s Shared Bridges and the SUNNYVALE Bridges described elsewhere in this Agreement.

2. PROJECT COSTS

- A. The cost estimate and funding assumptions for the PROJECT, prepared by SUNNYVALE, is attached hereto as Exhibit B and incorporated into this Agreement by reference.
- B. The PROJECT is planned to be primarily funded by the Highway Bridge Program (“HBP”) administered through Caltrans. Under the HBP program, the HBP funding pays for up to eighty percent (80%) of the project costs and at least twenty percent (20%) of the project costs are required to be paid by the local agency (e.g., reimbursement ratio of 80% federal / 20% local).
- C. The Parties recognize the twenty percent (20%) local agency requirement for the HBP funds; that there may be expenditures necessary for the PROJECT that are not eligible for HBP reimbursement; and that actual PROJECT costs are subject to increase and may exceed the HBP funding. The Parties agree to equally pay for (i.e., fifty percent [50%] each) the following costs of the for the PROJECT’s Shared Bridges:
1. Local agency portion of HBP funding ratio (e.g. 20%);
 2. Expenditures not eligible for HBP funds reimbursement; and
 3. Costs that exceed the HBP funds.

The above is subject to the provisions for the maximum total reimbursement amount made by SANTA CLARA to SUNNYVALE under this Agreement.

- D. The Parties agree that at any point in time following the Effective Date of this Agreement, should any estimated or actual costs become identified by either Party that exceed or may exceed the cost estimate and funding assumptions for the PROJECT described in this Agreement, that SUNNYVALE should submit a request for additional HBP funds to Caltrans prior to incurring any actual costs that exceed the cost estimate and funding assumptions described in this Agreement. If the PROJECT is programmed additional HBP funds by Caltrans, the Parties shall adjust the actual dollar amounts each Party is responsible for according to the methodology provided in this Agreement. In the event the PROJECT does not receive additional HBP funds, the Parties shall agree to equally pay for (i.e., fifty percent [50%] each) any costs that exceed or may exceed the cost estimate and funding assumptions for the PROJECT described herein.

- E. SUNNYVALE, acting as the lead agency, shall inform SANTA CLARA of any changes to the estimated costs or actual costs throughout the duration of the PROJECT and this Agreement. Any costs that exceed SANTA CLARA's maximum total reimbursement amount as described in this Agreement requires a written amendment to this Agreement, and SUNNYVALE shall initiate any required amendment(s) prior to incurring any actual costs that exceed the maximum total reimbursement amount. Any costs incurred by SUNNYVALE that exceed SANTA CLARA's maximum total reimbursement amount prior to a written amendment to this Agreement and are not incurred for the sole benefit of SANTA CLARA are not eligible for reimbursement by SANTA CLARA to SUNNYVALE.
- F. Any and all costs related to SUNNYVALE Bridges shall be entirely borne by SUNNYVALE.
- G. SUNNYVALE, acting as the lead agency, shall pay all actual PROJECT costs as they are incurred and subsequently invoice SANTA CLARA for reimbursement for SANTA CLARA's portion of the PROJECT costs as described elsewhere in this Agreement. The maximum total reimbursement amount made by SANTA CLARA to SUNNYVALE under this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000.00)**. Should the SANTA CLARA amount exceed the aforementioned amount based upon estimated or actual costs, the Parties shall confer, and any agreement to increase the maximum total reimbursement amount shall be documented in writing by a written amendment to this Agreement prior to SUNNYVALE incurring such costs.
- H. A summary of the estimated costs for the PROJECT, which is more fully described in Exhibit B, is as follows:

COSTS:

Estimated Design Costs	\$93,500
Estimated Construction Costs	\$374,000
Estimated Construction Engineering Costs	\$56,100
Total	\$523,600

FUNDING (HBP: 80% federal / 20% local ratio):

HBP Reimbursement (80%)	\$418,880
Local Agency (20%)	\$104,720
Total	\$523,600

SUNNYVALE expected cost (50% of Local Agency)	\$52,360
SANTA CLARA expected cost (50% of Local Agency)	\$52,360
Total	\$104,720

Estimated Total Reimbursement Amount **\$52,360**
(SANTA CLARA TO REIMBURSE SUNNYVALE)

- I. All costs for third-party contracts or agreements, such as but not limited to consultant design, construction, and construction inspection and administration, shall be considered as included in the estimated costs.

- J. Personnel and administrative costs for each Party, including employee salaries, benefits, overhead, and other direct or indirect costs, shall be borne by each Party. SUNNYVALE shall not seek reimbursement of such costs from SANTA CLARA.
- K. The Parties agree to meet and confer if changes are required that affect the schedule and division or allocation of funding for the PROJECT which require an amendment(s) to this Agreement.

3. INVOICING TO SANTA CLARA

- A. SUNNYVALE shall submit one (1) final detailed invoice to SANTA CLARA with the total reimbursement amount requested from SANTA CLARA for SANTA CLARA's portion of the PROJECT costs, and with a final accounting of all project costs, within sixty (60) calendar days after both Parties accept the PROJECT as complete in writing, in accordance with the following:
1. The detailed invoice shall include:
 1. A summary of the amounts of actual costs paid for the design and construction of all PROJECT work based on the actual prices paid;
 2. Reimbursements received from Caltrans;
 3. A summary of the proportioned costs to SUNNYVALE and to SANTA CLARA;
 4. Segregation of costs between the PROJECT's Shared Bridges and SUNNYVALE Bridges, to the satisfaction of SANTA CLARA; and
 5. Backup detail of all costs, including but not limited to copies of invoices paid to consultants, contractors, or suppliers or other costs paid by SUNNYVALE.
 2. Notwithstanding any other provisions, the final detailed invoice shall occur no later than 180 calendar days following the completion of work as defined in California Civil Code section 9200 et seq.
 3. Notwithstanding any other provisions, if the payments made to the consultants or construction contractors involve potential claims, claims, or disputes, SUNNYVALE may provide a detailed invoice for those project costs not subject to potential claims, claims, or disputes, subsequently followed by an invoice for any claimed or disputed amounts once said claimed or disputed amounts are resolved.
- B. SANTA CLARA shall pay SUNNYVALE within sixty (60) days of receipt an invoice provided that the invoice is acceptable to and approved by SANTA CLARA for payment. The invoice shall be acceptable and approved by SANTA CLARA so long as it is in accordance with Section 3.A above. Should any portion of an invoice be disputed by SANTA CLARA, the invoice may be returned to SUNNYVALE for revision and resubmittal, and in such case SUNNYVALE shall resubmit the invoice within thirty (30) days of receipt of the returned invoice.
- C. In the event that the PROJECT or this Agreement is terminated prior to construction completion or acceptance, SUNNYVALE shall submit one (1) final invoice consistent with the provisions described herein and as described elsewhere in this Agreement.

4. SUNNYVALE's OBLIGATIONS

SUNNYVALE agrees:

- A. To act as the lead agency to administer the design and construction of the PROJECT. This shall be further defined to include the preparation of plans, specifications, and cost estimates; administration of any and all processes required for the HBP funds and associated Caltrans local assistance processes; public notifications and public information; coordination with various agencies and entities; preparation of all necessary environmental reviews and documents; obtaining permits; procuring design professional services; obtaining bids for construction; awarding the construction contract; administering the construction contract; providing materials control and inspection services; making progress payments to design consultants and construction contractors; and project closeout including as-built records, construction records, and final reporting of expenditures.
- B. To pay its portion of the PROJECT costs for the PROJECT's Shared Bridges and one hundred percent (100%) of the costs for SUNNYVALE Bridges.
- C. To cause, and ensure, that design consultants and construction contractors to provide costs itemized per PROJECT location in order to clearly identify and allocate costs per location and between the PROJECT's Shared Bridges and SUNNYVALE bridges;
- D. To provide timely review of PROJECT documents during development of the PROJECT, as necessary. Timely review is considered to be within fifteen (15) business days from receipt of a document for review.
- E. To provide staffing adequate to support processes required to complete the PROJECT including right-of-way review, utilities review, permits, environmental review, and public information.
- F. To sign the PROJECT plans and specifications indicating that SUNNYVALE approves the documents for bidding.
- G. To sign any and all forms or documents required by Caltrans for the HBP funds and Caltrans local assistance process, including but not limited to environmental documentation, technical studies, and certifications.
- H. To invoice SANTA CLARA under the terms of this Agreement.
- I. To process requests for reimbursements to Caltrans for the HBP funds and account for project expenditures, and provide a copy to SANTA CLARA within ten (10) business days of submittal to Caltrans, and upon request.
- J. To revise the total PROJECT cost estimates periodically, and no less frequent than with the design milestone submittals of preliminary engineering (30%), 70%, 100% and Bid Set, and at construction bidding and award, or similar milestones, and submit revised cost estimates to SANTA CLARA within ten (10) business days following completion of any revised cost estimate.
- K. To manage and secure all approvals needed to proceed with the PROJECT and as required by the HBP funds.

- L. To coordinate with and request from Caltrans programming construction phase HBP funds early or earlier, as needed, if design is completed and there is a significant time gap, defined as a duration of more than one year, between completion of design and the federal fiscal year of construction funding.
- M. To invite SANTA CLARA to any meetings held with Caltrans pertaining to projects reviews, project approvals, or funding approvals, including but not limited to the following:
 - 1. Preliminary Engineering and Preliminary Environmental Study Field Review(s)
 - 2. Post-Construction Field Inspection (or Final Inspection)
- N. During the environmental review phase of the PROJECT, SUNNYVALE will prepare or cause to be prepared the appropriate technical studies necessary to develop the environmental document(s) needed to obtain all environmental clearances for the PROJECT. During the design phase of the PROJECT, SUNNYVALE will perform or cause to be performed, all necessary PROJECT design and right-of-way engineering, including permit acquisitions, preparation of Plans, Specifications, and Estimates (PS&E) consistent with SUNNYVALE practices, and Standard Specifications, Design Criteria, Standard Details and applicable requirements. All non-bridge construction within the City of Santa Clara shall be performed in accordance with SANTA CLARA practices, standards, design criteria, and Standard Details. In addition, SUNNYVALE will perform or cause to be performed all necessary survey work and document preparation for the right-of-way acquisition and relocation of any utilities related to the PROJECT. SUNNYVALE will perform all construction and procurement related activities.
- O. To cause, and ensure, that the City of Santa Clara, its City Council, commissions, officers, employees, volunteers, and agents are included as additional insureds in consultants' and construction contractors' insurance coverages.
- P. To provide SANTA CLARA with quarterly progress reports, and progress reports upon demand, commencing with the Effective Date of this Agreement and concluding with the completion of the project. The content of any progress report may be determined following the Effective Date of this Agreement upon mutual agreement by the Parties.
- Q. To provide SANTA CLARA with the following specific PROJECT documents or deliverables within ten (10) business days of SUNNYVALE's receipt or completion of any document or deliverable:
 - 1. All funds authorizations or amendments (E-76 or finance letters) provided to or received from Caltrans.
 - 2. Any documents required for receipt of HBP funds or associated Caltrans Local Assistance Process, including various documents as required by the Caltrans Local Assistance Procedures Manual.
 - 3. All necessary environmental and right-of-way documents.
 - 4. Plans, Specifications, & Estimate at 30%, 75%, 100% milestones (or similar intervals).
 - 5. Complete set of Award Contract documents (Bid Set) and as-awarded documents (Conform Set).

6. Record Drawings (As-Builts): one complete set of reproducible As-Builts plans in electronic format (Adobe PDF or equivalent).
- R. To provide SANTA CLARA the right to review and comment on each of the above-mentioned documents or deliverables for the PROJECT. SUNNYVALE shall take into consideration written comments from SANTA CLARA and resolve any SANTA CLARA comments or concerns to the satisfaction of SANTA CLARA. A period of not less than fifteen (15) business days shall be provided to SANTA CLARA for each document or deliverable.
- S. To process the PS&E (plans, specifications, and cost estimate) for the PROJECT, to facilitate delivery of the PROJECT, and to take the lead in coordinating all review and approval of any documents or plans needed to construct the PROJECT on a timely basis.
- T. To incorporate SANTA CLARA within SUNNYVALE'S project management process as an active participant, and to hold periodic meetings for assessing the progress of the development of the PROJECT and address issues as they arise.
- U. To use its best efforts to complete the design and construction of the PROJECT within deadlines associated with the HBP funds, or any extensions thereof.
- V. To obtain written acceptance of the construction work from SANTA CLARA prior to providing any project acceptance or notice of completion for any construction contract(s) for the PROJECT.
- W. To file a Notion of Completion for the construction contract only after SANTA CLARA's portion is accepted in writing by SANTA CLARA.
- X. To cause the construction contractor to provide a warranty period of at least one (1) year from the contract acceptance date by SUNNYVALE; to provide SANTA CLARA the beginning date and end date of the warranty period within ten (10) days of the commencement of the warranty period start date; to inspect the work prior to completion of the warranty period; and to provide SANTA CLARA thirty (30) calendar days advance notification prior to completion of the warranty period.

5. SANTA CLARA's OBLIGATIONS

SANTA CLARA agrees:

- A. To pay its portion of the PROJECT costs for the PROJECT's Shared Bridges.
- B. To provide timely response to SUNNYVALE for any requests including but not limited to requests for information, and review of documents, as necessary. Timely response is considered to be within fifteen (15) business days during the design phase and to be within ten (10) business days during the construction phase from SANTA CLARA's receipt of a request.
- C. To provide any material comments related to the PROJECT design or construction to SUNNYVALE in writing.

- D. To participate throughout the PROJECT's duration, and to provide necessary and appropriate coordination with departments within SANTA CLARA.
- E. To provide staffing adequate to support processes required to complete the project including right-of-way review, utilities review, permits, environmental review, and public information.
- F. To have an employee(s) authorized to sign on behalf of SANTA CLARA the PROJECT plans and specifications indicating that SANTA CLARA accepts the documents for bidding provided that the documents are in general compliance with SANTA CLARA's requirements and that the responsibility for the completeness and accuracy of the plans and specifications resides with SUNNYVALE and the engineer of record.

6. OBLIGATIONS OF THE PARTIES

- A. If either Party requests improvements that are not eligible for HBP funds reimbursement and that are for the sole benefit of either Party, one hundred percent (100%) of these costs will be borne by the requesting Party.
- B. Within thirty (30) business days following the Effective Date of this Agreement, SUNNYVALE as the lead agency for the PROJECT shall schedule a meeting with SANTA CLARA to establish a Project Delivery Team consisting of SUNNYVALE and SANTA CLARA staff and in order to establish coordination and interaction practice between the Parties for use throughout PROJECT duration.
- C. In accomplishing SUNNYVALE obligations, SUNNYVALE may retain consultants and construction contractors to perform aspects of the PROJECT including, but necessarily limited to: preliminary engineering, environmental compliance, design, right-of-way engineering, construction, and project management for the PROJECT as SUNNYVALE determines to be necessary. SUNNYVALE agrees to coordinate and communicate with SANTA CLARA regarding consultant and contractor procurements, though approval by SANTA CLARA is not required.
- D. The Parties agree to coordinate during the completion of the preliminary design phase (e.g., 30% design) to confirm the preventive maintenance and rehabilitation treatment at each PROJECT's Shared Bridge prior to advancing work to a subsequent detailed design phase (e.g. design levels beyond 30% design). SUNNYVALE shall obtain written concurrence from SANTA CLARA regarding the preventive maintenance and rehabilitation treatments at each PROJECT's Shared Bridge prior to directing consultants to provide services beyond the preliminary design phase.
- E. The Parties acknowledge that SUNNYVALE is the California Environmental Quality Act ("CEQA") Lead Agency for the PROJECT and SANTA CLARA is a Responsible Agency, and SUNNYVALE's compliance with CEQA is a precondition to any construction of the PROJECT, including areas within the corporate boundary of SANTA CLARA.
- F. In the event that the PROJECT does not proceed, or the Agreement is terminated, or the PROJECT does not receive HBP funds, the Parties shall meet to determine further course of action.

- G. SANTA CLARA reserves the right to audit the expenses incurred in the performance of this Agreement. SUNNYVALE shall retain all records related to the PROJECT for three (3) years after the completion of the PROJECT. During this period, SUNNYVALE shall make these records available to SANTA CLARA or its agent for inspection within ten (10) business days from SANTA CLARA's request.
- H. The Parties acknowledge that PROJECT records, including construction engineering records, are subject review by Caltrans during the life of the PROJECT and up to three (3) years after final voucher, and SUNNYVALE shall bear complete responsibility for compliance with these provisions.
- I. The Parties will cooperate and/or provide access to consultants, agents, and contractors for the PROJECT in the jurisdictional boundaries of each Party. SUNNYVALE shall cause, and ensure, that the construction contractor obtains an encroachment permit from SANTA CLARA prior to performing work within SANTA CLARA's jurisdiction and SANTA CLARA shall provide such a permit at no cost. Minimum requirements for SANTA CLARA's review of the permit will be completed temporary traffic control plans and sufficient evidence of insurance compliance with SANTA CLARA's insurance requirements for encroachment permits.
- J. The City Engineer of SUNNYVALE or their designee is hereby made the representative of SUNNYVALE for all purposes under this AGREEMENT.
- K. SANTA CLARA hereby authorizes the positions of Public Works Director, Assistant Public Works Director-City Engineer, and Principal Engineer, or their designees, to represent SANTA CLARA for certain purposes under this Agreement that are within the authority and responsibility vested in those positions under SANTA CLARA's codes, policies, and procedures.

7. TERMINATION OF AGREEMENT AND PROJECT CANCELLATION

- A. Either Party may at any time terminate this Agreement for any reason by giving at least 30 calendar days' written notice of such termination to the other Party. The notice must identify the effective date of such termination and must be provided in accordance with the terms and conditions of this Agreement.
- B. Either Party may at any time cancel the PROJECT by giving at least 30 calendar days' written notice of such cancellation to the other Party. Notice must identify the effective date of such cancellation and must be provided in accordance with the terms and conditions of this Agreement.
- C. If a Party alleges material breach of this Agreement, it shall first provide written notice to the other Party specifying the breach. The other Party shall have fifteen (15) business days from receipt of such notice to cure. If the breach is not cured within that period, then the non-breaching Party may then issue a notice of termination pursuant to Section 7.A. above, which shall provide thirty (30) calendar days' notice prior to the effective date of termination.
- D. In the event of termination of this Agreement and/or cancellation of the PROJECT under this section, SUNNYVALE must submit a final invoice to SANTA CLARA within thirty (30) calendar days of the effective date of termination, and such invoice shall be limited to eligible

PROJECT costs pursuant to this Agreement incurred prior to the date of the notice of termination.

- E. Upon termination of this Agreement and/or cancellation of the PROJECT, each Party shall assist the other in arranging an orderly transfer and close-out of the PROJECT. As soon as possible following the notice of termination, SUNNYVALE shall deliver to SANTA CLARA all PROJECT information or materials that it has in its possession.

8. TERM OF AGREEMENT

Unless otherwise modified by a written amendment to this Agreement, or unless terminated pursuant to Section 7 above, the term of this Agreement shall commence on the Effective Date and continue through the later of either:

- A. Completion of any and all warranty periods associated with construction of the PROJECT; or
- B. Completion of the PROJECT which is further defined as twelve (12) months following the later of:
1. The acceptance date of the construction contract by SUNNYVALE, or
 2. The acceptance date of the construction work by SANTA CLARA; or
 3. The recording date of a Notice of Completion with the Santa Clara County Clerk-Recorder recorded by SUNNYVALE.

9. OWNERSHIP AND MAINTENANCE

- A. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed as a part of the PROJECT within the City limits of SUNNYVALE will automatically be vested in SUNNYVALE, and all materials, equipment and appurtenances installed as a part of the PROJECT within the city limits of SANTA CLARA will be vested in SANTA CLARA, and no further agreement will be necessary to transfer ownership. This provision shall not apply to utilities, drainage systems, or traffic signal equipment which may be property of one Party but physically located within the jurisdiction of the other Party.
- B. This Agreement does not change any authority or responsibility between SUNNYVALE and SANTA CLARA with regard to maintenance, operation or further repair responsibility.

10. HOLD HARMLESS/INDEMNIFICATION

In lieu of Government Code Section 895.6 which might be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred shall not be shared pro rata but instead the Parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify, defend and hold the other party, its officers, employees and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this AGREEMENT. Neither party, nor any officers, employees or agents, under or in connection with any work, authority or jurisdiction are delegated to such other party under this AGREEMENT.

11. NOTICES

Any notice required to be given by either party, or which either party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, or by electronic mail with return receipt, addressed as follows:

To SUNNYVALE:

Public Works Director
City of Sunnyvale, Public Works Department
456 W Olive Avenue
Sunnyvale, CA 94086
and by e-mail at pubworks@sunnyvale.ca.gov

To SANTA CLARA:

Craig Mobeck, Director of Public Works
City of Santa Clara, Public Works Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at cmobeck@santaclaraca.gov; engineering@santaclaraca.gov; and
manager@santaclaraca.gov;

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12. INTERPRETATION, GOVERNING LAW AND VENUE

- A. If a question arises regarding interpretation of this AGREEMENT or its performance, or the alleged failure of a party to perform, the party raising the question or making the allegation shall give written notice thereof to the other party. The parties shall promptly meet in an effort to resolve the issues. If the parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the express intent of the parties that litigation be avoided as a method of dispute resolution.
- B. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

13. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the Parties pertaining to the subject matter contained therein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties relative thereto.

14. WAIVER

The failure of either Party to insist upon the strict performance of any of the terms, covenant and conditions of this AGREEMENT shall not be deemed a waiver of their right to require strict performance of all of the terms, covenants, and conditions thereafter.

15. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

16. AMENDMENTS

- A. This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.
- B. Future amendments to this AGREEMENT shall be processed by written mutual agreement of the Parties. Mutual consent shall be reached through negotiations. Notice to amend this AGREEMENT shall be provided sixty (60) calendar days prior to the desired effective date of such amendment.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

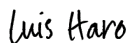
SIGNATURES ON FOLLOWING PAGE.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 04/22/2026

Signed by:

9A3F262D267E4C2...
GLEN R. GOOGINS
City Attorney

DocuSigned by:

315080330DBD42D...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
manager@santaclaraca.gov

“SANTA CLARA”

CITY OF SUNNYVALE, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 04/27/2026

DocuSigned by:

97D6B71E6A274E3...
REBECCA MOON
City Attorney

Signed by:

A38667B67C1D420...
TIM KIRBY
City Manager
City of Sunnyvale
456 W. Olive Ave.
Sunnyvale, CA 94086
Telephone: (408) 730-7415
TKirby@sunnyvale.ca.gov

“SUNNYVALE”

EXHIBIT “A”

SCOPE OF WORK

GENERAL:

The work shall consist of bridge preventative maintenance and rehabilitation to perform recommended work identified at PROJECT’s Shared Bridges, as identified in the Summary of Work Recommendations table that follows.

The Parties agree that the services of a design professional consultant will be retained during the design phase of the PROJECT and the resultant services may include confirming or updating the proposed work recommendations to be performed at each PROJECT’s Shared Bridge based upon the consultant’s professional experience and qualifications.

WORK RECOMMENDATIONS:

The table that follows is a summary of information contained in Caltrans Bridge Inspection Reports prior to and after the 2019 BPMP funding application, and information contained from SUNNYVALE’s 2016-2017 inspections. The column entitled Sunnyvale and Santa Clara Agreed Work constitutes the scope of work anticipated by both Parties for the purposes of this Agreement.

Summary of Work Recommendations

PROJECT’s Shared Bridge	Caltrans BIR (Through 2019)	Caltrans BIR (2019 to Present)	SUNNYVALE Inspections <i>“Summary of Possible Structure Repair & Maintenance to be Considered”</i>	SUNNYVALE AND SANTA CLARA AGREED WORK
37C0253: Tasman Drive at Calabazas Creek	04/24/2012: Remove the current AC deck overlay and place a polyester concrete overlay on the deck.	Inspection Date April 13, 2024: 04/24/2012: Remove the current AC deck overlay and place a minimum 1 inch polyester concrete overlay on the deck. 04/13/2024: Repair the left metal rail that has a broken	1. Apply methacrylate to downstream roadway deck. 2. Remove AC and apply matching thickness of Polyester Concrete Overlay to upstream roadway deck surface. 3. Repair detached hand	A. Remove AC Overlay and Place Polyester Concrete on Both Upstream and Downstream Decks. B. Repair metal rail and apply galvanizing paint to handrails. Any work related to the

Summary of Work Recommendations

PROJECT's Shared Bridge	Caltrans BIR (Through 2019)	Caltrans BIR (2019 to Present)	SUNNYVALE Inspections <i>“Summary of Possible Structure Repair & Maintenance to be Considered”</i>	SUNNYVALE AND SANTA CLARA AGREED WORK
		connection in Span 2.	rail joint and clean and paint hand rail spot rust. 4. Remove loose concrete and repairs spall in soffit.	Light Rail Structure is considered responsibility of Valley Transportation Authority and is excluded.
37C0249: Arques Avenue at Calabazas Creek	-	Inspection Date April 13, 2024: 04/13/24: Patch the spalls in the concrete girders.	-	1. Patch spalls in concrete girders.
37C0323: Kifer Road at Calabazas Creek	04/05/2016: Treat the deck with methacrylate resin.	Inspection Date April 13, 2024: 04/05/2016: Treat the deck and approach slabs with methacrylate resin.	1. Seal longitudinal reflective cracks using methacrylate 2. Epoxy inject horizontal crack in east abutment. 3. Paint areas on hand rails with starting rust	1. Treat the deck with methacrylate resin. 2. Apply galvanizing paint to handrails.

EXHIBIT “B” COST AND FUNDING ASSUMPTIONS

City of Sunnyvale, Department of Public Works
Preventive Maintenance for Various Bridges - BPMP-5213(077)

Contacts

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Project Estimate

Project Location	Design (PE)	Construction (CON)	Project Mangement (CE)	Total
1 - Tasman @ Calabazas	\$ 51,050	\$ 204,200	\$ 30,630	\$ 285,880
2 - Arques @ Calabazas	\$ 15,925	\$ 63,700	\$ 9,555	\$ 89,180
3 - Kifer @ Calabazas	\$ 26,525	\$ 106,100	\$ 15,915	\$ 148,540
4 - Mathilda @ Evelyn	\$ 450,875	\$ 1,803,500	\$ 270,525	\$ 2,524,900
5- Lochinvar @ Calabazas	\$ 13,250	\$ 53,000	\$ 7,950	\$ 74,200
			Total:	\$ 3,122,700

Total of Cost Shared Bridges (#1~3)	\$ 93,500	\$ 374,000	\$ 56,100
80% Federal Share	\$ 74,800	\$ 299,200	\$ 44,880
20% Local Share	\$ 18,700	\$ 74,800	\$ 11,220
Local share for each agency at each phase	\$ 9,350	\$ 37,400	\$ 5,610

Local Share Total

	Bridges #1~#3
Sunnyvale:	\$ 52,360
Santa Clara:	\$ 52,360