

**STATE ROUTE 4
BYPASS AUTHORITY**

DATE: June 14, 2007

TO: Board of Directors

FROM: Dale Dennis, Program Manager



SUBJECT: Approve Cooperative Agreement with Contra Costa Transportation Authority for Measure J funds to construct State Route 4 Bypass projects

Recommendation: **APPROVE** Cooperative Agreement with the Contra Costa Transportation Authority (CCTA), which outlines the process to obtain Measure J funds to construct State Route 4 Bypass projects and **AUTHORIZE** the Secretary of his designee to sign the agreement.

Discussion

The attached agreement serves as a "master agreement" between the two agencies and outlines the method by which the Authority can request Measure J fund appropriations for Bypass projects from CCTA. Also attached are copies of funding resolutions already approved by CCTA for a total of \$12.581 million to accelerate the delivery of the following projects:

- 1. State Route 4 Bypass: Sand Creek Interchange Project, Phase 1 - \$8,598,000
- 2. State Route 4 Bypass: Widen to 4-lanes from Laurel Road to Sand Creek Road - \$3.983,000

DD:Nw
G:\TransEng\2007\SR4BP\Staff Reports\April-June 2007\dd StaffReportCCTA Coop for Segment 2 projects.doc

ACTION OF BOARD ON _____

APPROVED AS RECOMMENDED ___ **OTHER**___

VOTE OF DIRECTORS

_____ UNANIMOUS (ABSENT _____)
AYES: _____ **NOES:** _____
ABSENT: _____ **ABSTAIN:** _____

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

ATTESTED _____
Secretary to the Authority

ORIGINAL

MASTER COOPERATIVE AGREEMENT NO. 05E.01

**BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
THE SR4 BYPASS AUTHORITY**

This **AGREEMENT** is made and entered into on _____ 2007 by and between the SR4 Bypass Authority hereinafter referred to as "**BYPASS AUTHORITY**" and the **CONTRA COSTA TRANSPORTATION AUTHORITY** hereinafter referred to as "**AUTHORITY**".

RECITALS

1. **AUTHORITY** and **BYPASS AUTHORITY** pursuant to the Measure C Sales Tax Renewal Ordinance (# 88-01 as amended by # 04-02), hereinafter referred to as "MEASURE J", approved by the voters of Contra Costa County on November 2, 2004, hereby desire to enter into a Cooperative **AGREEMENT** to define a framework to enable the two parties to work cooperatively in developing transportation improvements on East County Corridors (Vasco Rd, SR4 Bypass, Byron Highway, and Non Freeway SR4) in Contra Costa County prior to April, 1, 2009, the commencement date of the extension of the sales tax pursuant to Measure J.

2. **BYPASS AUTHORITY** desires transportation improvements to East County Corridors, as described in Exhibit A to this **AGREEMENT**, hereinafter referred to as "**PROJECT**".

3. The **PROJECT** is eligible for funding under the "East County Corridors" project category in MEASURE J.

4. **AUTHORITY** plans to authorize specific funding amounts in one or more resolutions for purposes of accomplishing **PROJECT**, pursuant to specific request(s) for appropriation of funds by the **BYPASS AUTHORITY**. Each funding appropriation resolution will set forth additional conditions if any, purpose, and timing for release of identified funds to **BYPASS AUTHORITY** for **PROJECT**. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B (attached), which is hereby incorporated into this **AGREEMENT** and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current overall financial plan for the **PROJECT**.

NOW, THEREFORE, in consideration of the foregoing, the **AUTHORITY** and **BYPASS AUTHORITY** do hereby agree as follows:

SECTION I

BYPASS AUTHORITY AGREES:

1. To submit the initial request for appropriation of funds to the **AUTHORITY** for specific components of the **PROJECT** detailing the project scope, schedule and proposed funding plan at least 60 days before the funds are needed.
2. To apply any funds received under this **AGREEMENT** to **PROJECT** consistent with the terms and conditions specified in the funding appropriation resolution approved by the **AUTHORITY**.
3. When commercial paper funds are used to advance the **PROJECT** prior to April 1, 2009, the **PROJECT**'s proportional cost of the borrowing, including but not limited to costs incurred by the **AUTHORITY** for bond counsel, underwriters, financial advisors, issuer counsel, letters of credit, interest, capitalized interest, marketing and remarketing fees, and travel and transportation costs incurred to obtain the financing shall be charged against the "East County Corridors" category of MEASURE J program starting in October 2009.
4. To allow the **AUTHORITY** to audit all expenditures relating to the **PROJECT** funded through this **AGREEMENT**. For the duration of the **PROJECT**, and for four (4) years following completion of the **PROJECT**, or earlier discharge of the **AGREEMENT**, **BYPASS AUTHORITY** will make available to the **AUTHORITY** all records relating to expenses incurred in performance of this **AGREEMENT**.
5. To provide invoices and progress reports consistent with Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all eligible expenses for which future reimbursement will be requested.
6. To prepare a report on an annual basis within ninety (90) days of the last day of the **AUTHORITY**'s fiscal year which itemizes (a) the expenditure of all funds for the **PROJECT**, and (b) progress to date in its implementation.
7. To comply with **AUTHORITY** Policy on the Management of Measure C Projects (Resolution 92-02-P) and all other applicable policies that the **AUTHORITY** may adopt in the future.
8. To be responsible for evaluation of prospective consultants and contractors retained by **BYPASS AUTHORITY** and subsequent award of work consistent with this **AGREEMENT** and any appropriation resolutions.
9. Upon request, to provide copies to the **AUTHORITY** of all executed contracts and other **PROJECT** documents between **BYPASS AUTHORITY** and consultants, contractors and others, involved in the **PROJECT**. Copies of such executed contracts shall be retained for four (4) years following completion of **PROJECT** or earlier discharge of the **AGREEMENT**.

10. To be responsible for the **PROJECT** financing and to provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of any appropriation resolution.

11. If the **PROJECT** involves construction, to install a sign approved by the **AUTHORITY** consistent with the specifications included in Exhibit D of this **AGREEMENT** (attached), that identifies the Contra Costa Transportation Authority as a funding source, no later than 30 days after the commencement of construction.

12. With respect to funding right-of-way, the **AUTHORITY's** bond indenture or other financing agreement may prevent deposit of financing proceeds into an escrow account, unless any interest earned on the escrow account is restricted so that it cannot exceed the yield on the **AUTHORITY's** bonds or notes. To the extent that **AUTHORITY**, pursuant to a request from **BYPASS AUTHORITY**, funds right-of-way escrows with financing proceeds, **AUTHORITY** will notify **BYPASS AUTHORITY**, and **BYPASS AUTHORITY** agrees to comply with any required restrictions on investment yield.

13. If the **PROJECT** involves right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to the **AUTHORITY** resulting from the sale of excess lands purchased in whole or in part with financing proceeds, in the same proportion to the net proceeds as the original contribution of such financing proceeds was to the purchase price of the original parcel.

SECTION II

AUTHORITY AGREES:

1. In response to the **BYPASS AUTHORITY** request for appropriation of funds, provided notice of cancellation or termination of the **AGREEMENT** pursuant to Section III, paragraph 2 hereof, has not been given, to consider Resolution(s) consistent with available funds and any relevant components of the *Strategic Plan* then in effect to finance specific work components for the **PROJECT**, setting forth the level of funding, purpose, timing, and scope of work to be performed by **BYPASS AUTHORITY** pursuant to this **AGREEMENT**. Such resolutions will be incorporated into Exhibit B (attached), and by this reference made a part hereof. If warranted, funding resolution(s) may authorize advances or wire transfers to **BYPASS AUTHORITY** to address anticipated cash flow needs.

2. To issue commercial paper or other type of debt financing mechanism if necessary to advance funding for **PROJECT**.

3. To transfer funds to **BYPASS AUTHORITY** for the purposes described in the relevant resolution subject to **BYPASS AUTHORITY's** compliance with, and in the manner specified in Exhibit C (attached).

4. To provide timely notice if an audit is to be conducted.

SECTION III

IT IS MUTUALLY AGREED:

1. Term: This **AGREEMENT** will remain in effect until discharged as provided in Paragraph 2 below or as a result of paragraph 11 below.

2. Discharge: This **AGREEMENT** shall be subject to discharge as follows:

a. Either party may terminate this **AGREEMENT** at any time for cause pursuant to a power created by the **AGREEMENT** or by law, other than for breach, by giving written notice of termination to the other party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination.

b. This **AGREEMENT** may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have 30 days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 3(a), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.

c. By mutual consent of both parties, this **AGREEMENT** may be terminated at any time.

d. In the event of termination, the **AUTHORITY** will recoup **PROJECT** expenditures and costs resulting from the termination of this **AGREEMENT** with interest from Measure J revenues earmarked for the "East County Corridors" category starting in October 2009, as outlined in Section I, paragraphs (3).

3. Indemnity: It is mutually understood and agreed, relative to the reciprocal indemnification of **AUTHORITY** and **BYPASS AUTHORITY**:

a. That neither **AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and **BYPASS AUTHORITY** shall fully indemnify and hold harmless **AUTHORITY** against any damage or liability occurring by reason of anything done or omitted to be done by **BYPASS AUTHORITY** under or in connection with any work, authority or jurisdiction delegated to **BYPASS AUTHORITY** under the **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code Section 895.4, **BYPASS AUTHORITY** shall fully indemnify and hold the **AUTHORITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **BYPASS AUTHORITY** under this **AGREEMENT** or in connection with any work, authority, or jurisdiction delegated to **BYPASS AUTHORITY** under this **AGREEMENT**.

b. That neither **BYPASS AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and **AUTHORITY** shall fully indemnify and hold harmless **BYPASS AUTHORITY** against any damage or liability occurring by reason of anything done or omitted to be done by **AUTHORITY** under or in connection with any work, authority or jurisdiction delegated to **AUTHORITY** under the **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code Section 895.4, **AUTHORITY** shall fully indemnify and hold the **BYPASS AUTHORITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **AUTHORITY** under this **AGREEMENT** or in connection with any work, authority, or jurisdiction delegated to **AUTHORITY** under this **AGREEMENT**.

4. **Notices:** Any notice which may be required under this **AGREEMENT** shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Dale Dennis, Program Manager
 SR4 Bypass Authority
 255 Glacier Drive
 Martinez, CA 94553

Robert K. McCleary
 Executive Director
 Contra Costa Transportation Authority
 3478 Buskirk Avenue, Suite 100
 Pleasant Hill, CA 94523

5. **Additional Acts and Documents:** Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the **AGREEMENT**.

6. **Integration:** This **AGREEMENT** represents the entire **AGREEMENT** of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7. **Amendment:** This **AGREEMENT** may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this **AGREEMENT** shall be void and of no effect.

8. **Independent Agency:** **AUTHORITY** renders its services under this **AGREEMENT** as an independent agency. None of the **AUTHORITY**'s agents or employees shall be agents or employees of the **BYPASS AUTHORITY**.

9. **Assignment:** The **AGREEMENT** may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

10. Binding on Successors, Etc.: This **AGREEMENT** shall be binding upon the successor(s), assignee(s) or transferee(s) of the **AUTHORITY** or **BYPASS AUTHORITY** as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this **AGREEMENT** other than as provided above.

11. Severability: Should any part of this **AGREEMENT** be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this **AGREEMENT** which shall continue in full force and effect; provided that, the remainder of this **AGREEMENT** can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

12. Counterparts: This **AGREEMENT** may be executed in counterparts.

13. Survival: The following provisions in **AGREEMENT** shall survive discharge.

a. As to **BYPASS AUTHORITY**:

Section I, paragraph 2 (obligation to apply funds to **PROJECT**)

Section I, paragraph 3 (obligation to reimburse financing costs))

Section I, paragraph 4 (obligation to allow audit and retain records)

Section I, paragraph 6 (for the year in which discharge occurs only, to prepare an annual report to the **AUTHORITY**)

Section I, paragraph 9 (obligation to provide copies)

Section I, paragraph 10 (obligation to continue to manage **PROJECT**)

Section I, paragraph 13 (obligation to reimburse funds on sale of excess land)

b. As to **AUTHORITY**:

Section II, paragraph 4 (obligation to provide notice of audit)

c. As to both parties:

Section III, paragraph 2a (obligation which survives termination)

Section III, paragraph 3 (indemnity obligations)

14. Limitation: All obligations of **AUTHORITY** under the terms of this **AGREEMENT** are expressly subject to the **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by **MEASURE C** and **MEASURE J**. If for any reason the **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the **AUTHORITY** shall promptly notify **BYPASS AUTHORITY**, and the parties shall consult on a course of action. If, after twenty five (25) working days, a course of action is not agreed upon by the parties, this **AGREEMENT** shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the **AUTHORITY** to expend sales tax proceeds for the purposes of the **AGREEMENT**; and (ii) the availability, taking into consideration all the obligations of the **AUTHORITY** under all outstanding contracts, agreements to other obligations of the **AUTHORITY**, of funds for such purposes.

SR4 BYPASS AUTHORITY

CONTRA COSTA TRANSPORTATION
AUTHORITY

by: _____
Secretary or Designee

by: Charlie Abrams
Charlie Abrams, Chair

ATTEST:

by: Robert K. McCleary
Robert K. McCleary
Executive Director

APPROVED as to legal form and content:
Silvano B. Marchesi
County Counsel

APPROVED as to form:

by: _____
David F. Schmidt
Deputy County Counsel

by: Shirley Taylor
Legal Counsel

COOPERATIVE AGREEMENT NO. 05E.01

between

Contra Costa Transportation Authority

and

SR4 Bypass Authority

EXHIBIT A

DESCRIPTION OF THE PROJECT

East County Corridors funding category in Measure J will provide funds to assist in the completion of capacity and safety enhancements to Vasco Road, the SR4 Bypass, Byron Highway, and the existing Route 4 through Brentwood, Oakley and unincorporated areas.

Potential improvements include:

- Vasco Road from SR4 Bypass to I-580 in Alameda County. Funds shall not be allocated for the construction of capacity enhancing projects outside the Contra Costa County Urban Limit Line. Funds may be used for safety and operational improvements, and potentially consider realignment where warranted.

- Widening and safety improvements (including safety-related capacity improvements) to the non-freeway portion of SR4 from Main Street in Oakley to the eastern edge of Discovery Bay.

- Completion of the SR4 Bypass project. The project includes the upgrade of Marsh Creek Road and interchanges at the following locations: SR4/SR4 Bypass/SR160; Laurel Road; Lone Tree Way; Sand Creek Road; Balfour Road; Marsh Creek Road; and Vasco Road at Walnut Blvd.

- Improvements to Byron Highway between Delta Road and northeast of the City of Brentwood, and the Contra Costa-Alameda County line.

COOPERATIVE AGREEMENT NO. 05E.01
between
Contra Costa Transportation Authority
and
SR4 Bypass Authority

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Number	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
				0
TOTAL FUNDS APPROPRIATED				0

COOPERATIVE AGREEMENT NO. 05E.01
between
Contra Costa Transportation Authority
and
SR4 Bypass Authority

EXHIBIT C

Method of Payment

- 1. The **BYPASS AUTHORITY** will submit a monthly invoice to the **AUTHORITY** which includes all costs of the **PROJECT** for the stated time period.
- 2. The monthly invoice shall include the following;

A. BYPASS AUTHORITY expenses (if eligible)

- 1. A listing of staff time providing the name, number of hours worked and charge rate for each. Staff working on activities chargeable to more than one funding resolution (design versus environmental activities for example), should show the appropriate split in hours for each resolution.
- 2. An itemized list of all other direct costs with identification of the activity to which the expense is chargeable.

B. Consultant/contractor expenses

- 1. A listing of the prime consultant/contractor and any sub-consultant/sub-contractor labor costs, broken out by funding resolution.
- 2. An itemized list of all other non-labor costs with identification of the activity to which the expense is chargeable.
- 3. If the above two items are prepared by the **BYPASS AUTHORITY**, a copy of the consultants/contractor invoice should be attached as backup to the above information.

C. Certification

The following statement will be included "We hereby certify that the funds requested by PROPONENT NAME are to reimburse PROPONENT NAME for project costs already incurred and have not been included in a previous invoice request."

D. Invoice summary

The following page presents an example of the monthly summary report to be provided with each invoice. All of the information should be provided.

E. Progress Reports

The **BYPASS AUTHORITY** will submit a progress report that summarizes the activities covered by the invoice.

- 3. No detail of **BYPASS AUTHORITY** or consultant/contractor expenses will be required if total costs are less than \$1,000 for the month. The above mentioned detail will be required on the next invoice totaling more than \$1,000.
- 4. The **AUTHORITY** will process reimbursement to the **BYPASS AUTHORITY** within **thirty** working days after receipt by the **AUTHORITY** of a monthly invoice, containing all of the information required under item 2 above. The **AUTHORITY** reserves the right to adjust future reimbursements should subsequent review indicate that an invoice included ineligible costs. **AUTHORITY** may reimburse **BYPASS AUTHORITY** either by check, or at **AUTHORITY's** discretion, by wire transfer from its sales tax bond proceeds construction account.

Proponents Name

INVOICE SUMMARY

10-Oct-07

Project: 9866

Project Description

Period Covered (9/1/07 to 10/1/07)

Invoice Number: 62319

Resolution: 07-51-P

I. Proponent Expenditures - Direct Labor

Person	Position	Hours	Rate	Amount	Total
Smith, Mike	Senior Engineer	16.00	24.56	392.96	
Ross, John	Project Manager	3.5	29.58	103.53	
Total Direct Labor:					496.49
Overhead @ 35.00%					173.68
Total Direct Labor This Period					670.17

II. Proponent Expenditures - Direct Expenses

Vendor	Description	Total
Quick Copy	Reproduction	78.65
The Blueprint Shop	Blueprints	251.64
Total Direct Expenses		330.29

Total Direct Expenses by Proponent for Resolution 07-51-P

1,000.46

COOPERATIVE AGREEMENT NO. 05E.01
between
Contra Costa Transportation Authority
and
SR4 Bypass Authority

EXHIBIT D

Approved Signs for Construction Projects

The **BYPASS AUTHORITY** shall install signs consistent with the specifications detailed in Exhibit D-1 or Exhibit D-2, (attached), if **PROJECT** involves construction.

CONTRA COSTA TRANSPORTATION AUTHORITY
RESOLUTION # 07-02-PJ

ORIGINAL

RE: APPROPRIATION OF FUNDS TO SAND CREEK INTERCHANGE (PHASE 1)
IN ACCORDANCE WITH COOPERATIVE AGREEMENT NO. 05E.01

WHEREAS, the Contra Costa Transportation Sales Tax Expenditure Plan and Ordinance 04-02 (hereinafter "Expenditure Plan") includes \$94,500,000 in 2004 dollars, for the EAST COUNTY CORRIDORS funding category; and

WHEREAS, the Contra Costa Transportation Authority (hereinafter "Authority") and the SR4 Bypass Authority have entered into Cooperative Agreement No. 05E.01 regarding the funding of projects eligible under EAST COUNTY CORRIDORS funding category; and

WHEREAS, the SR4 Bypass Authority has submitted a Request for Appropriation of Funds dated April 23, 2007, and an overall financial plan for the project pursuant to the above referenced Cooperative Agreement; and

WHEREAS, funds are included in the Authority's budget in item 9629; therefore be it

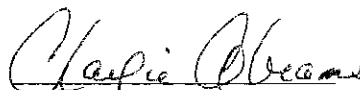
RESOLVED, (1) that the Authority finds the Request for Appropriation of Funds consistent with the Expenditure Plan and with Cooperative Agreement No. 05E.01;

(2) that the Authority appropriates \$4,500,000 to the SR4 Bypass Authority pursuant to the scope of work and conditions set forth in Attachment A of this RESOLUTION, which is incorporated herein as though set forth at length;

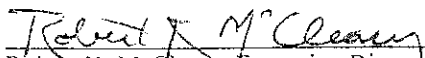
(3) that funds will be disbursed to the SR4 Bypass Authority in accordance with the provisions of Cooperative Agreement No. 05E.01 but not to exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the Measure J Strategic Plan as amended; and

(4) that this appropriation shall expire three years from authorization date; and

(5) that this RESOLUTION is incorporated into Exhibit A of Cooperative Agreement No. 05E.01, which is enclosed as Attachment B to this RESOLUTION.


Charlie Abrams, Chair

This RESOLUTION was entered into at a meeting of the Contra Costa Transportation Authority held May 16, 2007 in Pleasant Hill, California

Attest: 
Robert K. McCleary, Executive Director

Attachments: "A" - Scope of Work and Conditions
"B" - Updated Exhibit A of Coop. Agrmt. No. 05E.01

Date: May 16, 2007
Resolution: 07-02-PJ
Coop Agreement: 05E.01
Proponent: SR4 Bypass Authority
Amount: \$4,500,000

CONTRACOSTA TRANSPORTATION AUTHORITY
RESOLUTION # 07-02-PJ

Date: May 16, 2007
Amount of Funds: \$4,500,000
Appropriated to: SR4 Bypass Authority
Program Category: EAST COUNTY CORRIDORS
Specific Project: Sand Creek Interchange (Phase 1)
Appropriated For: Construction and Construction Management of Stage 1
Scope of Work:

Other Conditions: CCTA will charge cost of advancing the funds using commercial paper against the "East County Corridors" funding category. The appropriation is contingent upon the Authority successfully securing its commercial paper debt financing. Appropriation effective date is May 16, 2007, and also including the funding specified below into the first Measure J Strategic Plan.

Staff Comments:

Total funds proposed to be Programmed in the Measure J Strategic Plan:

Period	2004 Dollars	Escalated Dollars
FY 08	5,740,000	6,337,000
FY 09	1,978,000	2,260,000
FY 10	14,095,000	16,670,000
FY 11	14,299,000	17,503,000
FY 12		
FY 13		
FY 14		
FY 15		
FY 16-34		
Total	36,113,000	42,770,000

Total authorization to date:

Total funds appropriated to date under Cooperative Agreement # 05E.01 for the Sand Creek Interchange (Phase 1) are \$4,500,000.

Resolution adopted: May 16, 2007

Resolution revised:

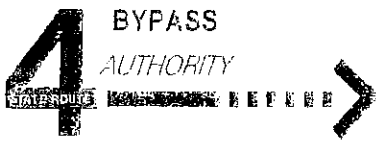
Date: May 16, 2007
Resolution: 07-02-PJ
Coop Agreement: 05E.01
Proponent: SR4 Bypass Authority
Amount: \$4,500,000

COOPERATIVE AGREEMENT NO. 05E.01
between
the Contra Costa Transportation Authority
and
SR4 Bypass Authority

EXHIBIT A

Chronological Listing of Fund Appropriation Resolutions

Project Number	Resolution Number	Date	Funds Appropriated	Cumulative Total
5003	07-02-PJ	5/16/2007	4,500,000	4,500,000
			TOTAL FUNDS APPROPRIATED:	4,500,000



Joint Exercise of Powers Agency^{L110}

City of Antioch City of Brentwood City of Oakley County of Contra Costa

April 23, 2007

Hisham Noeimi
Senior Engineer
Contra Costa Transportation Authority
3478 Buskirk Avenue, Suite 100
Pleasant Hill, CA 94523

L. Dennis

RE: Appropriation Request for the SR4 Bypass: Sand Creek Interchange Project – Phase 1

Dear Mr. Noeimi,

As we have discussed, the SR4 Bypass Authority is in the process of delivering the SR4 Bypass: Sand Creek Interchange Project, which is being implemented in two phases. In addition, the Sand Creek Interchange – Phase 1 project is being delivered in two stages. In order to continue an expedited delivery, the Bypass Authority hereby requests an appropriation of \$8.598 million of advanced Measure J funds for construction for Stage 1 and design and right-of-way acquisition for Stage 2. The appropriation request is shown in detail by phase in the table below and a project fact sheet has been attached that shows the entire scope, schedule and budget for the project.

Sand Creek Interchange – Phase 1	Appropriation Amount	Schedule	
		Start	Finish
Construction – Stage 1	\$ 4.0 M	7/07	12/07
Construction Mgmt – Stage 1	\$ 0.5 M	7/07	12/07
Design – Stage 2	\$ 3.598 M	7/07	6/09
Right-of-Way Acquisition – Stage 2	\$ 0.5 M	7/07	6/09
Total Amount	\$ 8.598 M		

} #07-02-PJ

We look forward to working with you to process our appropriation request to deliver this critical project. If you have any questions, please contact me at 686-0619.

Sincerely,

Dale Dennis
Program Manager

DD:rw:lr
G:\TransEng\2007\SR4BP\Correspondence\SCR4 IC CCTA Appl Req doc
cc: M. Shiu, Secretary
Wanda Quevor, Accounting
C Raynolds, Accounting

Board of Directors:
Donald P. Freitas, Chair
Robert Taylor, Vice Chair
Brad Nix
Mary N. Piepho

Authority Staff Office:
Contra Costa County
255 Glacier Drive
Martinez, CA 94553
(925) 686-0619



Project Name: SR4 Bypass (BP): Sand Creek Road Interchange – Phase 1

Project Sponsor: SR 4 BYPASS AUTHORITY

Project Type:

- Transit
- Highway
- Local Street
- Major Arterial
- Bike/Ped
- Other

Project Scope: Sand Creek Interchange – Phase 1: SR4 Bypass will cross over Sand Creek Road with a single bridge w/loop for WB Sand Creek Road to EB BP & Diamond ramps in all quadrants with the exception of the southwest quadrant (which will be constructed as part of Phase 2). Phase 1 will be constructed in two stages. Stage 1 will lower the existing Sand Creek Intersection by approximately 5’.

Need/Purpose: Provide relief for traffic congestion. Traffic studies show that once Segment 1 of the Bypass opens, significant traffic congestion will occur at the Sand Creek intersection, resulting in major delays and significant diversionary traffic.

Current Status: Environmental document has been completed. Currently preparing Project Report and environmental addendum. Stage 1 design is complete and Stage 1 is scheduled for construction summer 2007.

Issues: None at this time.

Possible Segmentation: N/A

Project Support/Opposition: Great project support. It will be critical to construct this interchange in the near future. The at-grade intersection will experience significant traffic congestion once Segment 1 of the Bypass is completed.