



Joint Exercise of Powers Agency

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

AGENDA Board of Directors

Thursday, September 11, 2025

6:30 p.m.

Tri-Delta Transit Meeting Room
801 Wilbur Avenue
Antioch, California

This is an in-person meeting of the Board of Directors with the option for members of the public to appear in person or to participate via Zoom teleconference. Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in or log in to the meeting via Zoom.

To participate by phone, dial +1 669 444 9171 US.

The meeting ID is 978 3197 1433 Passcode: 660238

To participate online using Zoom, hold down CTRL + click the following:

[Join Zoom Meeting Here](#)

Meeting ID: 978 3197 1433 Passcode: 660238

If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

Public comments will generally be limited to two minutes. The Board Chair may reduce the amount of time allotted for each public comment at the beginning of each item or public comment period depending on the number of comments and the business of the day. Your patience is appreciated. A break may be called at the discretion of the Board Chair. At the discretion of the Board Chair, agenda items may be considered out of order.

In lieu of making public comments at the meeting, members of the public also may submit public comments before or during the meeting by emailing comments to Program Manager Dale Dennis at Dale.Dennis@pw.cccounty.us. If you have difficulty emailing a public comment, please contact Dale Dennis at (925) 595-4587.

All comments submitted by email to the above email address before the conclusion of the meeting will be included in the record of the meeting. When feasible, the Board Chair, or designated staff, also will read the comments into the record at the meeting, subject to a two-minute time limit per comment.

To obtain a copy of a staff report or other written materials related to an open session item on the agenda, please contact Dale Dennis by email to Dale.Dennis@pw.cccounty.us, or by phone at (925) 595-4587.

Board of Directors:

Susannah Meyer, City of Brentwood - Chair
Aaron Meadows City of Oakley Vice-Chair
Shanelle Scales-Preston, Contra Costa County
Ron Bernal, City of Antioch

Authority Staff Office:

Contra Costa County
255 Glacier Drive
Martinez, CA 94553
(925) 313-2000

AGENDA
September 11, 2025

1. Call to Order
2. Public Comment
3. Consent

A. APPROVE minutes of the June 2025 Board of Directors meeting (July and August meetings cancelled).

B. Vasco Road Safety Improvements – Phase 2 Project: Staff recommends the Board take the following actions:

- a. **ACCEPT** responsibility to be the Implementing Agency for the Vasco Road Safety Improvements – Phase 2 Project;
- b. **APPROVE** the Joint Exercise of Powers Agreement among Contra Costa County, the East Contra Costa Regional Fee and Financing Authority, and the State Route 4 Bypass Authority for the Vasco Road Safety Improvements – Phase 2 Project, substantially in the form attached, and **AUTHORIZE** the Secretary or designee to execute, on behalf of the Bypass Authority, the Agreement inclusive of any non-substantive changes that are negotiated by the Secretary or designee and do not result in any increased cost or liability to the Bypass Authority.
- c. **APPROVE** a contract with Mark Thomas & Company, Inc., in the amount not-to-exceed \$1,800,000 to provide design services for the Vasco Road Safety Improvements – Phase 2 Project during the period from September 11, 2025 through March 31, 2028 and **AUTHORIZE** the Secretary or designee to execute, on behalf of the Bypass Authority.
- d. **APPROVE** an amendment to the contract between the Bypass Authority and PDM Group, Inc. in the amount of \$289,000, effective September 11, 2025, to provide project management services for the Vasco Road Safety Improvements – Phase 2 Project through June 30, 2027 and **AUTHORIZE** the Secretary or designee to execute, on behalf of the Bypass Authority.

Board of Directors:

Susannah Meyer, City of Brentwood - Chair
Aaron Meadows, City of Oakley - Vice Chair
Shanelle Scales-Preston, Contra Costa County
Ron Bernal, City of Antioch

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4. Determination

A. Vasco Road Safety Improvements – Phase 2 Project: APPROVE Agreement No. 729 with the Contra Costa Transportation Authority (CCTA), effective September 17, 2025, authorizing CCTA to program \$4.883 million in Senate Bill 1 Formulaic Local Partnership Program Funds LPP-F funds to the Vasco Road Safety Improvements – Phase 2 Project, in exchange for return of regional transportation demand impact mitigation funds in the amount of \$4.395 million, for realized income in the amount of \$488,000, and **AUTHORIZE** the Secretary, or designee, to execute, on behalf of the Bypass Authority, the Agreement inclusive of any non-substantive changes negotiated by the Secretary or designee.

5. Boardmember Comments

6. Adjournment

The Authority will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact Staff at least 24 hours before the meeting, at (925) 595-4587. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the State Route 4 Bypass Authority to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at 255 Glacier Drive, Martinez, CA during normal business hours.

Board of Directors:

Susannah Meyer, City of Brentwood - Chair
Aaron Meadows, City of Oakley - Vice Chair
Shanelle Scales-Preston, Contra Costa County
Ron Bernal, City of Antioch

Authority Staff Office:

Contra Costa County
255 Glacier Drive
Martinez, CA 94553
(925) 313-2000

STATE ROUTE 4 BYPASS AUTHORITY
Antioch - Brentwood - Oakley and Contra Costa County

JOINT EXERCISE OF POWERS AGENCY

June 12, 2025

The regular meeting of the STATE ROUTE 4 BYPASS AUTHORITY was convened as an in-person meeting with the option for members of the public to appear in person or to participate via Zoom teleconference. Members of the public were permitted to participate in the meeting online, or by telephone, and in lieu of making public comments at the meeting, members of the public could submit public comments before or during the meeting through Dale.Dennis@pw.cccounty.us.

Chair Susannah Meyer called the meeting to order at 6:33 P.M.

ROLL CALL

PRESENT: Ron Bernal (Antioch), Shanelle Scales-Preston (Contra Costa County),
Chair Susannah Meyer (Brentwood)

ABSENT: Vice Chair Aaron Meadows (Oakley)

STAFF: Dale Dennis, Program Manager
Stephen Siptroth, Assistant County Counsel

PUBLIC COMMENT

No written comments were submitted, or oral comments made, by any member of the public.

CONSENT ITEMS

No written comments were submitted, or oral comments made, by any member of the public.

On motion by Director Scales-Preston, seconded by Director Bernal, the Authority APPROVED the Consent Items, as follows:

- A. APPROVED minutes of the March 2025 meeting (April and May 2025 meetings cancelled).
- B. APPROVED Fiscal Year 2024/25 End of the Year Budget.
- C. APPROVED Fiscal Year 2025/26 Budget.
- D. APPROVED Amendments to Consulting Services Agreement with the following consultants and AUTHORIZED the Secretary, or designee, to execute the amendments on behalf of the Authority.

1. Amendment to Agreement with Anita L. Tucci-Smith – Minute Taking Services for the Authority, to extend the termination date from June 30, 2025, to a new termination date of June 30, 2026, with no change in the payment limit.
 2. Amendment to Agreement with Mark Thomas and Company – Engineering Design Services for the former SR4 Bypass, to extend the termination date from June 30, 2025, to a new termination date of June 30, 2026, with no change in the payment limit.
 3. Amendment to Agreement with WSP USA, Inc. – Construction Management Support Services for the former SR4 Bypass, to extend the termination date from June 30, 2025, to a new termination date of June 30, 2026, with no change in the payment limit.
- E. APPROVED An Amendment to the Consulting Services Agreement between the Authority and PDM Group Inc., to increase the payment limit by \$124,748 and to extend the termination date from June 30, 2025, to a new termination date of June 30, 2026, for continued program management services, and AUTHORIZED the Secretary, or designee, to execute the Amendment on behalf of the Authority.

The motion carried by the following Roll Call vote:

AYES: Bernal, Scales-Preston, Meyer
NOES: None
ABSTAIN: None
ABSENT: Meadows

DETERMINATION

There were no Determination items.

BOARDMEMBER COMMENTS

There were no Boardmember comments.

ADJOURNMENT

Chair Meyer adjourned the meeting of the State Route 4 Bypass Authority at 6:35 P.M. to Thursday, July 10, 2025, at 6:30 P.M. or other day/time deemed appropriate.

Respectfully submitted,

Anita L. Tucci-Smith
Minutes Clerk

**STATE ROUTE 4
BYPASS AUTHORITY**

DATE: September 11, 2025

TO: Board of Directors

FROM: Dale Dennis, Program Manager *DD*

SUBJECT: Approve State Route 4 Bypass Authority Implementing the Vasco Road Safety Improvements – Phase 2 Project

Recommendation: Staff recommends the Board take the following actions:

1. **ACCEPT** responsibility to be the implementing agency for the Vasco Road Safety Improvements – Phase 2 Project;
2. **APPROVE** the Joint Exercise of Powers Agreement among Contra Costa County, the East Contra Costa Regional Fee and Financing Authority, and the State Route 4 Bypass Authority for the Vasco Road Safety Improvements – Phase 2 Project, substantially in the form attached, and **AUTHORIZE** the Secretary or designee to execute, on behalf of the Bypass Authority, the Agreement inclusive of any non-substantive changes that are negotiated by the Secretary or designee and do not result in any increased cost of liability to the Bypass Authority.
3. **APPROVE** a contract with Mark Thomas & Company, Inc. in the amount not-to-exceed \$1,800,000 to provide design services for the Vasco Road Safety Improvements – Phase 2 Project during the period from September 11, 2025 through March 31, 2028 and **AUTHORIZE** the Secretary or designee to execute, on behalf of the Bypass Authority.
4. **APPROVE** an amendment to the contract between the Bypass Authority and PDM Group, Inc. in the amount of \$289,000 to provide project management services for the Vasco Road Safety Improvements – Phase 2 Project through June 30, 2027 and **AUTHORIZE** the Secretary or designee to execute, on behalf of the Bypass Authority.

Discussion:

Contra Costa County (County) has requested the Bypass Authority be the Implementing Agency for the Vasco Road Safety Improvements – Phase 2 Project (Project).

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

Joint Exercise of Powers Agreement – Roles and Responsibilities

The attached Joint Exercise of Powers Agreement (Agreement) outlines the roles and responsibilities of all parties related to the Project. County is the Project Sponsor, the Bypass Authority is the Implementing Agency, and the East Contra Costa Regional Fee and Financing Authority is providing \$25M in funding for all phases of the Project, in accordance with the most recent ECCRFFA June 2025 Strategic Plan.

The Agreement includes a provision whereby the Bypass Authority will coordinate with the Metropolitan Transportation Commission to obtain a Regional Measure 3 (RM3) allocation in the amount of \$15M for Construction Phase of the Project. The Agreement also includes a process for County to concur that Project construction has been completed to the satisfaction of the County before the Project is accepted as complete. In addition, the Agreement includes a provision that ensures the contractor's warranty warrants the Project work to County, as well as to Bypass Authority. The Bypass Authority will be responsible for Project right-of-way acquisition, and the Agreement designates the Bypass Authority as the agency to exercise the power of eminent domain, if needed, for the Project. In the event the Project is completed before title to all property vests in County, the Bypass Authority will grant County a license or encroachment permit to allow County to maintain the project improvements until title passes to County. If any additional substantive changes affecting the Bypass Authority are required (i.e., changes that increase the cost or liability to the Bypass Authority), those will be brought back for ratification or approval. The Program Manager is authorized to make any other changes, such as non-substantive edits and clarifications of the Project phases or agency responsibilities. Staff is recommending the Bypass Authority approve the Agreement, substantially in the form attached.

Consultant Contracts for Design Services and Project Management Services

The Bypass Authority issued a Request for Proposals (RFP) for design services for the Project on August 7, 2025, with proposals due on September 2, 2025. Two proposals were received and interviews were held on Friday, September 5, 2025. The top-ranked firm is Mark Thomas & Company, Inc. Staff is recommending the Board approve a contract with Mark Thomas & Company, Inc. for a not-to-exceed amount of \$1,800,000 during the period from September 11, 2025 through March 31, 2028.

As the implementing agency, the Bypass Authority will need to provide project management services for the Project. As such, staff is recommending the Board approve a contract amendment with PDM Group Inc. in the amount of \$289,000 to provide project management services for the Project through June 30, 2027.

**JOINT EXERCISE OF POWERS AGREEMENT
BY AND AMONG
CONTRA COSTA COUNTY,
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY, AND
STATE ROUTE 4 BYPASS AUTHORITY,
FOR THE
VASCO ROAD SAFETY IMPROVEMENTS – PHASE 2 PROJECT**

Effective on _____, 2025 (“Effective Date”), this Joint Exercise of Powers Agreement (“Agreement”) is entered into by and among Contra Costa County, a political subdivision of the State of California (“COUNTY”), the East Contra Costa Regional Fee and Financing Authority, a joint exercise of powers agency (hereinafter referred to as “ECCRFFA”), and the State Route 4 Bypass Authority, a joint exercise of powers agency (hereinafter referred to as “SR4BA”). COUNTY, ECCRFFA, and SR4BA are sometimes referred to herein together as the “Parties,” and each as a “Party.”

1. Purpose: The Parties enter into this Agreement to exercise powers common to them with respect to the completion of the Vasco Road Safety Improvements – Phase 2 project (the “PROJECT”), pursuant to Government Code section 6500, et seq. The purpose of this Agreement is to specify the Parties that will be responsible for the design, project management, environmental clearance, utility relocation, right-of-way acquisition, construction management, construction, acceptance, and funding of the PROJECT. This Agreement also designates SR4BA as the Party to exercise the power of eminent domain within the Parties’ jurisdictions for the purpose of acquiring property and property rights necessary for the PROJECT, pursuant to Code of Civil Procedure section 1240.140.
2. Responsibilities of COUNTY, ECCRFFA, and SR4BA,:
 - A. COUNTY agrees:
 - 1) As the lead agency under the California Environmental Quality Act (“CEQA”), to complete any required subsequent or supplemental environmental review for the PROJECT, the reasonable cost of which will be reimbursed by SR4BA using ECCRFFA Funding following written demand for payment.
 - 2) To provide, at no cost, a designated representative to coordinate with ECCRFFA and SR4BA on all activities required to complete the PROJECT under this Agreement.
 - 3) To provide staff to review the PROJECT plans and specifications developed by the PROJECT design consultant, the reasonable cost of which will be reimbursed by SR4BA using ECCRFFA Funding following written demand for payment. COUNTY will cause its Board of Supervisors to consider approving the PROJECT final design plans and specifications for the PROJECT.

- 4) To authorize SR4BA and its contractors to construct the PROJECT on right(s) of way held in COUNTY's name, subject to the terms of this Agreement. Within seven (7) days after SR4BA's PROJECT construction contractor submits an application for an encroachment permit, COUNTY will issue to SR4BA's PROJECT construction contractor, at no cost, a COUNTY encroachment permit authorizing entry and occupancy within the PROJECT right of way owned by the COUNTY.
- 5) To cooperate with SR4BA to identify any additional right(s)-of-way required for the PROJECT.
- 6) To award a PROJECT construction management contract and assign the contract to SR4BA within 10 days following contract award.
- 7) To appoint a representative with authority to approve any necessary changes or extra work related to the PROJECT. COUNTY shall require its designated representatives to respond to any request for approval of a proposed change order within seven (7) working days after SR4BA delivers a change order to COUNTY. If COUNTY's representative does not respond within that period, COUNTY shall be deemed to have approved the proposed change order. COUNTY's representative shall not unreasonably withhold approval of a PROJECT change order.
- 8) Before the PROJECT is accepted as complete, to cause the COUNTY Public Works Director, or designee, to (a) perform a joint final inspection of the PROJECT, and (b) subject to the requirements of Section 6.A. of this Agreement, issue a Concurrence Letter (defined in Section 6.A., below).
- 9) Beginning on the Recording Date (defined in Section 6.A, below) and continuing thereafter, to operate and maintain the PROJECT and all PROJECT right(s)-of-way.
- 10) Within 60 days following a request by SR4BA to transfer PROJECT right(s)-of-way to COUNTY, to accept PROJECT right(s)-of-way acquired in the SR4BA's name; and to accept all PROJECT right(s)-of-way conveyed directly to COUNTY as part of any terms of acquisition negotiated by SR4BA.

B. ECCRFFA agrees:

- 1) To provide regional transportation demand impact mitigation ("RTDIM") fee funding allocated to the PROJECT in the ECCRFFA June 2025 Strategic Plan, in the amount of \$25.0 million of the PROJECT costs ("ECCRFFA Funding") to be used for the following phases of the PROJECT: any subsequent environmental review, project management, design, utility relocation, right-of-way acquisition, construction management, and construction. If PROJECT costs exceed the Regional Measure 3 ("RM3") Funding ("RM3 Funding") and the ECCRFFA Funding, combined, any excess costs will be paid first from funding secured by any other Party

under Section 4.A., and second from ECCRFFA funds as the PROJECT is eligible for funding from ECCRFFA in 100% of its actual cost. Within 60 days following the Effective Date, the entire amount of the ECCRFFA Funding (\$25 million) will be transmitted to SR4BA.

- 2) To take further actions reasonably necessary to ensure the PROJECT is completed in accordance with this Agreement.

C. SR4BA agrees:

- 1) To accept ECCRFFA Funding and to use ECCRFFA Funding for the following phases of the PROJECT: any subsequent environmental review, project management, design, utility relocation, right-of-way acquisition, construction management, and construction. SR4BA will coordinate with the Metropolitan Transportation Commission ("MTC") to cause MTC to provide all RM3 Funding allocated to the PROJECT, in the amount of up to \$15.0 million. It is anticipated that the RM3 Funding will be requested and used for the costs incurred during the construction phase of the PROJECT.
- 2) To act as the fiscal agent for the PROJECT and to account for all PROJECT expenses and all uses of ECCRFFA Funding, RM3 Funding, and, if required, additional ECCRFFA funds or other funds, used to pay for PROJECT costs.
- 3) To accept an assignment of the PROJECT construction management contract from COUNTY, and, thereafter, to act as the agency responsible for managing the construction management of the PROJECT. The SR4BA Program Manager, or designee, is hereby authorized to execute the assignment on behalf of SR4BA. SR4BA shall allow the COUNTY Public Works Director, or designee, to review and comment on all PROJECT plans and specifications at each design milestone and prior to advertising the PROJECT for construction bids.
- 4) To act as the agency responsible for PROJECT right-of-way acquisition, utility relocation, construction management, and construction. Right-of-way acquisition includes all legal, engineering, appraisal, relocation assistance, and related services required by SR4BA to acquire PROJECT right-of-way, and all right-of-way required for any utility relocation, whether through negotiated purchase and sale or through eminent domain, as well as all payments for the fair market value of the property and property interests being acquired, including all judgments entered by the court and all settlements negotiated by SR4BA and other parties to any eminent domain action.
- 5) To acquire, in the name of the SR4BA right(s)-of-way required for the PROJECT, after consulting with the COUNTY regarding the right(s)-of-way required for the PROJECT. At SR4BA's discretion, temporary construction easements required for the PROJECT may remain in the name of SR4BA through the completion of the PROJECT. SR4BA may, in its discretion,

negotiate terms requiring any permanent easements or fee interests required for the PROJECT to be conveyed directly to COUNTY.

- 6) To contract directly with a design consultant firm for PROJECT design following any required solicitation.
- 7) Following the COUNTY Board of Supervisors' approval of the PROJECT design, to cause the SR4BA Board of Directors to approve the design and approve advertising for bids, and to approve the award of a PROJECT construction contract to the lowest responsible bidder, in accordance with all laws and policies applicable to SR4BA and COUNTY.
- 8) To prepare PROJECT change orders, and to consult with COUNTY's Public Works Director, or designee, on any necessary changes and extra work required to deliver the PROJECT.
- 9) To cause to be prepared as-built drawings and deliver the final as-built drawings to COUNTY after the PROJECT is accepted as complete.
- 10) If the PROJECT is accepted as complete prior to the vesting of title to all required PROJECT right(s)-of-way in the name of COUNTY (e.g., where there is an order of possession in a pending condemnation action the SR4BA files), to license the use of said right(s)-of-way to the COUNTY. Once title to the right(s)-of-way vests in SR4BA, the right(s)-of-way will be transferred to the COUNTY and the license will be terminated.

3. Designation of Party to Exercise the Power of Eminent Domain. Pursuant to Code of Civil Procedure section 1240.140, the Parties hereby agree that SR4BA has, and shall continue to have, the authority relating to the PROJECT, to:

- A. Conduct all public hearings to the end of adopting a Resolution of Necessity, which shall be a discretionary decision for SR4BA's Board of Directors;
- B. Take whatever steps are necessary to initiate, conduct, and resolve or conclude such eminent domain proceedings as are necessary to obtain title to any and all real property interests that are required for the construction of the PROJECT, or otherwise necessary to protect or preserve the safety and usefulness of the PROJECT, or to mitigate the effects of the PROJECT, or as otherwise required to be acquired as a condition of any permit for the PROJECT; and
- C. In connection therewith, to enter into any and all contracts to obtain performance of all legal (including outside counsel), engineering, appraisal, right-of-way acquisition, relocation assistance, related services, and any required experts.

4. Funding and Financial Responsibility; Audit; Cooperation.

- A. Funding and Financial Responsibility. The PROJECT will be funded with the ECCRFFA Funding and RM3 Funding, and, if necessary, additional ECCRFFA or other funding required to complete the PROJECT. Provided, however, that if any Party is able to secure PROJECT funding from another source, such additional

PROJECT funding shall be used to reduce ECCRFFA's share of the cost to complete the PROJECT. SR4BA is designated as the fiscal agent for the PROJECT, will receive ECCRFFA Funding, and any additional ECCRFFA funds or other funds required to complete the PROJECT, will cooperate with MTC to obtain RM3 Funding to pay PROJECT expenses, and will be responsible for keeping all records related to the receipt and disbursement of funds required to complete the PROJECT.

- B. Audit. During the term of this Agreement and for a period of three (3) years following its expiration or termination (the "Audit Period"), each Party shall keep and maintain accurate financial accounts, in accordance with generally acceptable accounting principles, of all PROJECT-related costs. In order to make an audit, during the Audit Period each Party shall have the right of access to any books, documents, papers, and other records of all other Parties that are pertinent to the use of public funds for PROJECT-related costs. Within 10 days after a Party's written request to another Party, the receiving Party shall provide the requesting Party copies of accounting and financial records regarding the use of public funds for PROJECT-related costs, or shall make such records available for inspection and copying during the receiving Party's normal business hours, at the receiving Party's office or the office of its financial consultant. The requirements of this Section 4.B. shall survive for a period of three years following the expiration or termination of this Agreement.
- C. Cooperation. If any Party determines that additional activities are required beyond those contemplated in this Agreement, the Parties' authorized representatives will meet and confer to determine a course of action consistent with the purpose of this Agreement, which may require an amendment to this Agreement to memorialize the Parties' additional agreements and understandings. If any dispute arises under this Agreement, the Parties shall seek to resolve the dispute, first, informally through their authorized representatives, and, if not resolved, at mediation before an agreed upon mediator, the cost of which shall be paid by the Parties in equal shares.

5. Insurance and Hold Harmless:

- A. SR4BA shall require the PROJECT construction contractor to indemnify COUNTY and ECCRFFA, and their respective officers, employees, and agents, to the same extent as the construction contractor is required to indemnify SR4BA and its officers, employees, and agents.
- B. SR4BA shall require the PROJECT construction contractor to provide, for the benefit of SR4BA and COUNTY, a guarantee against defects in material and workmanship for a period of one year from the date the PROJECT is accepted as complete by COUNTY.
- C. SR4BA shall require the PROJECT construction contractor to provide a payment and performance bond, using standard COUNTY bond forms, guaranteeing 100% of the maximum construction contract price, and naming SR4BA and COUNTY as obligees under the bonds.

- D. SR4BA shall require the PROJECT construction contractor to maintain the following policies of insurance:
- 1) Workers' compensation insurance pursuant to state law.
 - 2) Commercial general liability insurance, including contractual liability (or blanket contractual) coverage, owners' and contractors' protective coverage, and broad form property damage coverage, per current Caltrans Standard Specifications at the time of bid. Said policy shall include a policy limit of \$5,000,000 individually and \$10,000,000 in the aggregate, and a waiver of subrogation for COUNTY, ECCRFFA, and SR4BA.
 - 3) Builders' risk insurance in an amount equal to the construction contract price, with a waiver of subrogation for COUNTY, ECCRFFA, and SR4BA.
 - 4) Except where already covered by the commercial general liability policy, vehicle liability insurance with a minimum combined single-limit coverage of \$1,000,000 per occurrence.
- SR4BA shall provide the other Parties certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage and requesting at least 30 days' advance written notice to SR4BA prior to policy lapse, cancellation, or material change in coverage. The above policies shall contain a provision that the policies are primary coverage to the full limits of the policies and that, if any additional insured has other insurance or self-insurance against a loss covered by any policy, the additional insured's insurance or self-insurance shall be excess insurance only.
- E. COUNTY shall defend, indemnify, save, and hold harmless ECCRFFA and SR4BA, and their governing bodies, officers, agents, and employees, from the proportion of any claims, demands, suits, costs, expenses (including attorney's fees and attorney's fee awards), and liabilities for any damages, injury, sickness, or death (collectively "Liabilities") that arise from the negligence or willful misconduct of the COUNTY, its officers, employees, or agents in the performance of COUNTY's obligations under this Agreement.
- F. ECCRFFA shall defend, indemnify, save, and hold harmless COUNTY and SR4BA, and their governing bodies, officers, agents, and employees, from the proportion of any Liabilities that arise from the negligence or willful misconduct of ECCRFFA, its officers, employees, or agents in the performance of ECCRFFA's obligations under this Agreement.
- G. SR4BA shall defend, indemnify, save, and hold harmless COUNTY and ECCRFFA, and their governing bodies, officers, agents, and employees, from the proportion of any Liabilities that arise from the negligence or willful misconduct of SR4BA, its officers, employees, or agents in the performance of SR4BA's obligations under this Agreement.
- H. Nothing in this Agreement is intended to affect any Party's legal liability to third parties by imposing any standard of care different from that normally imposed by law.

6. Joint Inspection, Acceptance, Maintenance & Operation, and Transfer:
- A. Joint Inspection and Acceptance. Upon completion of PROJECT construction, SR4BA's construction manager and COUNTY's Public Works Director, or designee, shall conduct a joint final inspection of the PROJECT to determine whether the PROJECT has been constructed in accordance with the PROJECT plans and specifications and approved PROJECT change orders to the reasonable satisfaction of SR4BA and COUNTY. If the COUNTY Public Works Director, or designee, determines that the PROJECT has been constructed in accordance with the PROJECT plans and specifications and any change orders: (1) within five days after the joint inspection, COUNTY's Public Works Director, or designee, shall provide SR4BA a letter concurring that the PROJECT has been so constructed ("Concurrence Letter"); (2) within 30 days after the date of the Concurrence Letter SR4BA's Board of Directors shall consider whether to accept the PROJECT as complete; and (3) after the PROJECT is accepted as complete, SR4BA shall cause a notice of completion to be recorded in the Official Records of the Contra Costa County Clerk-Recorder, the date of said recording being the "Recording Date." Within 5 days after the Recording Date, SR4BA will provide each other Party a copy of the recorded notice of completion.
- B. Maintenance & Operation. Effective upon the Recording Date, COUNTY shall be solely responsible for operating and maintaining the PROJECT and all PROJECT right(s)-of-way. From and after the Recording Date, COUNTY shall defend, indemnify, save, and hold harmless ECCRFFA and SR4BA, and their governing bodies, officers, agents, and employees, from any Liabilities that arise from the design, construction, operation, maintenance, or repair of the PROJECT, notwithstanding anything to the contrary in Section 5. The requirements of this Section 6.B. shall survive the termination or expiration of this Agreement.
7. Agreement Modification: This Agreement may only be amended in writing following the approval of the legislative bodies of all Parties hereto.
8. Accountability: As required by Government Code section 6505, all Parties to this Agreement shall provide strict accountability of all funds received for the PROJECT.
9. Agreement Expiration and Termination; Survival:
- A. The term of this Agreement begins on the Effective Date. This Agreement shall expire upon the last of the following to occur: (a) the Recording Date; (b) the date title to the last of all PROJECT right-of-way vests in COUNTY; (c) the date SR4BA is fully reimbursed for all PROJECT-related expenses SR4BA incurs under this Agreement.
- B. Any Party may terminate this Agreement for non-appropriation of funds at any time prior to SR4BA's award of a PROJECT construction contract by providing written notice of termination to all other Parties hereto. In the event of termination, costs incurred by SR4BA through the termination date will be paid using ECCRFFA Funding; and any remaining ECCRFFA Funding held by SR4BA will be returned to ECCRFFA.

- C. Notwithstanding the expiration or termination of this Agreement, the provisions of Sections 4.B., 5.E., 5.F., 5.G., 5.H., and 6.B. shall survive the expiration or termination of this Agreement.
10. Entire Agreement; Construction: This Agreement contains the entire understanding of the Parties relating to the subject of this Agreement. Any representation or promise of the Parties relating to the PROJECT shall not be enforceable unless it is contained in this Agreement or in a subsequent written modification of this Agreement executed on behalf of all Parties following the approval by the Parties' governing bodies. 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.
11. Notices: All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.
- A. A notice shall be sufficiently given for all purposes as follows:
- 1) When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
 - 2) When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery listed on the return receipt.
 - 3) When delivered by overnight delivery by a nationally-recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
 - 4) When personally delivered to the recipient, notice shall be deemed delivered on the date it is personally delivered.
- B. The place for delivery of all notices given under this Agreement shall be as follows:
- To COUNTY:
Contra Costa County Public Works Department
Attn: Steve Kowalewski, Chief Deputy Public Works Director
255 Glacier Drive
Martinez, CA 94553
- To ECCRFFA:
East Contra Costa Regional Fee and Finance Authority
Attn: Dale Dennis, Program Manager
255 Glacier Drive
Martinez, CA 94553

To SR4BA:
State Route 4 Bypass Authority
Attn: Dale Dennis, Program Manager
255 Glacier Drive
Martinez, CA 94553

Or to such other addresses as COUNTY, ECCRFFA, and SR4BA may respectively designate by written notice to the other Parties. Courtesy copies of any notices may be given by email, provided that the notice also is given in any manner authorized by this Section.

12. Governing Law. This Agreement will be governed and construed in accordance with California law.
13. No Third-Party Beneficiaries. Nothing in this Agreement express or implied confers on any person or entity other than the Parties any rights, benefits, or obligations under this Agreement.
14. 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.
15. 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.
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.

[Remainder of page left blank – signatures on next page.]

CONTRA COSTA COUNTY

By: _____
Warren Lai, Public Works Director

Approved as to form:
Thomas L. Geiger, County Counsel

Michael George
Deputy County Counsel

**EAST CONTRA COSTA REGIONAL FEE
AND FINANCING AUTHORITY**

By: _____
Secretary/Designee

Approved as to form:
Thomas L. Geiger, County Counsel

Stephen M. Siptroth
Assistant County Counsel

STATE ROUTE 4 BYPASS AUTHORITY

By: _____
Secretary/Designee

Approved as to form:
Thomas L. Geiger, County Counsel

Stephen M. Siptroth
Assistant County Counsel

**STATE ROUTE 4
BYPASS AUTHORITY**

DATE: September 11, 2025

TO: Board of Directors

FROM: Dale Dennis, Program Manager *DD*

SUBJECT: Approve Agreement with Contra Costa Transportation Authority for Programming Senate Bill 1 Formulaic Local Partnership Program Funds

Recommendation: **APPROVE** attached Agreement No. 729 with the Contra Costa Transportation Authority (CCTA), effective September 17, 2025, authorizing CCTA to program \$4.883 million in Senate Bill 1 Formulaic Local Partnership Program Funds LPP-F funds to the Vasco Road Safety Improvements – Phase 2 Project, in exchange for return of regional transportation demand impact mitigation funds in the amount of \$4.395 million, for realized income in the amount of \$488,000, and **AUTHORIZE** the Secretary or designee to execute, on behalf of the Bypass Authority, the Agreement inclusive of any non-substantive changes negotiated by the Secretary or designee.

Discussion:

The Contra Costa Transportation Authority (CCTA) has approached the Bypass Authority to program \$4.883 million in Senate Bill 1 Formulaic Local Partnership Program Funds (LPP-F) funds to Vasco Road Safety Improvements – Phase 2 Project (“Project”) as a loan or exchange. The Bypass Authority would be required to repay CCTA at a discount rate of 10%, or the amount of \$4.395 million, by December 31, 2027. Repayment would be made from ECCRFFA funds the Bypass Authority receives for the Project.

LPP-F and ECCRFFA funds can lawfully be programmed for and used for the Project. ECCRFFA and Bypass Authority benefit from the exchange or loan because they will realize income in the amount of approximately \$488,000 after repaying the loan, taking the 10% discount rate into account. CCTA benefits from the exchange or loan because it will receive \$4.395 million in restored funds, after taking the 10% discount into account, that would not have the restrictions associated with LPP-F funds. The LPP-F funding restrictions prevent CCTA from using LPP-F funds to address cost increases on ongoing projects or starting new projects that do not have the one-to-one required match, which limits the CCTA’s use of LPP-F funds.

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

The Bypass Authority will use the additional \$488,000 in realized income to offset ECCRFFA's funding obligations for the project. Under the agreement, CCTA will indemnify the Bypass Authority and ECCRFFA from any liabilities related to the use or exchange of LPP-F funds under the Agreement, and the Bypass Authority will indemnify CCTA from any liabilities that arise from the Project.

**AGREEMENT NO. 729
BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
STATE ROUTE 4 BYPASS AUTHORITY
FOR
PROGRAMMING OF LOCAL PARTNERSHIP PROGRAM FORMULAIC FUNDS**

This Agreement No. 729 (Agreement) is entered into on the 17th day of September 2025 between the Contra Costa Transportation Authority (Authority) and State Route 4 Bypass Authority ("Bypass Authority"). Authority and Bypass Authority may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

- (1) Parties are interested in programming the Authority's Senate Bill 1 (SB1) – Local Partnership Program Formulaic (LPP-F) funds to Vasco Road Safety Improvements – Phase 2 Project ("Project").
- (2) Authority receives SB1 – LPP-F funds each year for programming by the California Transportation Commission (CTC).
- (3) CTC guidelines for SB1 – LPP-F funds require one-to-one match and provide limited flexibility for the Authority to program funds for ongoing projects. However, these funds are eligible for programming to the Project. The Project also is eligible for 100% funding from the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) fee revenue, and from Regional Measure 3.
- (4) The Authority's share of SB1 – LPP-F funds in Fiscal Year (FY) 2025-26 and FY 2026-27 totals \$4.883 million.
- (5) Bypass Authority plans to fund Project with \$25 million in ECCRFFA funds and \$15 million in Regional Measure 3 funds in FY 2025-26 or FY 2026-27. The Bypass Authority will serve as the fiscal agent for the Project and will receive all funds for the Project, and pay all commitments of the Project.
- (6) The Authority wishes to program its share of SB1 – LPP-F funds to the Bypass Authority Project as a loan or exchange at a discount rate of 10%, in consideration Bypass Authority's repayment from ECCRFFA funds, to overcome LPP-F funds restrictions and

requirements. The Authority is prohibited from using LPP-F funds to address cost increases on ongoing projects or starting new projects that do not have the one-to-one required match, which limits the Authority's use of the funds. The funds restored by Bypass Authority, when received by Authority, will not include any such restriction, thereby providing a substantial benefit to the Authority in consideration for the 10% discount rate.

- (7) The Authority and Bypass Authority desire to proceed with the agreement immediately to maximize the benefits to both Parties.

Now, therefore, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

SECTION I

AUTHORITY AGREES:

- (1) To perform such actions necessary to program and allocate \$4.883 million of the Authority's SB1 – LPP-F funds share to the Project.
- (2) To reimburse Bypass Authority invoices, up to a total of \$4.883 million, incurred for the construction of the Project. Authority will reimburse each Bypass Authority reimbursement request within 60 days following receipt of an invoice from Bypass Authority documenting eligible Project costs.
- (3) To seek reimbursement from the California Department of Transportation for expenses incurred by Bypass Authority on Project, not to exceed \$4.883 million.
- (4) To deposit \$4.395 million in repayments by Bypass Authority in the Authority's Fund Exchange Reserve.
- (5) To indemnify, defend and hold harmless Bypass Authority and the East Contra Costa Regional Fee and Financing Authority, and their member agencies, officers, employees, agents, and representatives from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith) that arise from or are connected with any Authority's programing, use, or misuse of LPP-F funds for the Project, or the loaning of such funds to the Bypass Authority, under the terms of this Agreement. The requirements of this Section shall survive the termination or expiration of this Agreement.

SECTION II

BYPASS AUTHORITY AGREES:

- (1) After receiving reimbursements from Authority totaling \$4.883 million under Section I(2), to repay the Authority \$4.395 million no later than December 31, 2027. Reimbursement will be made from ECCRFFA funding allocated to the Bypass Authority for the Project.
- (2) To indemnify, defend and hold harmless the Authority, its Commissioners, directors, officers, representatives, agents, employees, contractors and volunteers from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of Bypass Authority, its officers, employees or agents, or subcontractors or any of them in connection with the construction of the Project under this Agreement, or with the use or misuse of ECCRFFA funds under this Agreement. The requirements of this section shall survive the termination or expiration of this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

- (1) The term of this Agreement shall commence on **November 1, 2025**. This Agreement shall terminate when Bypass Authority repays Authority in the amount of \$4.395 million..
- (2) For purposes of an audit, each Party will make available to the other Party all records related to all funding programmed and used for the Project under this Agreement. The requirements of this section shall survive for a period of three years following the later of (a) the termination of this Agreement, or (b) the completion of the Project, which shall be the date the Project notice of completion is recorded.
- (3) This Agreement shall bind and benefit the Parties hereto and their heirs, successors, and permitted assigns.
- (4) The Parties agree 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.

- (5) 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.
- (6) All required or permitted payments, reports, demands and notices may be sent by regular mail or electronic mail. Notices that are mailed by regular mail shall be deemed delivered two business days after deposited in the mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Notices delivered by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return electronic mail or other written acknowledgment of receipt); provided that, if such notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient. Unless and until notified otherwise in writing, a Party shall send or deliver all such communications relating to this Agreement to the following addresses:

AUTHORITY:

Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Attn: Hisham Noeimi, Director, Programming

Bypass Authority:

SR4 Bypass Authority
255 Glacier Drive
Martinez, CA 94553
Attn: Dale Dennis

- (7) This Agreement is the entire agreement between the Parties relating to the subject matter of this Agreement. The Parties acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this Agreement in executing this Agreement.
- (8) Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of the Parties to enter into or carry out, such decision 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.
- (9) No waiver by either Party of any default or breach of any covenant by the other Party shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than

the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this Agreement shall be effective unless in writing and signed by the waiving Party.

- (10) The laws of the State of California shall govern all questions with respect to the construction of this Agreement and the rights and liability of the Parties.
- (11) The Parties represent and warrant that they are authorized to execute this Agreement.
- (12) This Agreement may be executed in counterparts.

[Signatures on Next Page]

**SIGNATURE PAGE FOR FUND EXCHANGE AGREEMENT NO. 729
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND SR4 BYPASS AUTHORITY**

IN WITNESS WHEREOF, the Parties have entered into this Agreement No. 729 as of the 17th day of September 2025.

CONTRA COSTA TRANSPORTATION
AUTHORITY

STATE ROUTE 4 BYPASS AUTHORITY

By: _____
Aaron Meadows
Chair

By: _____
Dale Dennis
Program Manager

ATTEST:

By: _____
Tarienne Grover
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

Thomas L. Geiger, County Counsel

By: _____
Fennemore Law
Authority Counsel

By: _____
Stephen M. Siptroth
Assistant County Counsel