



CONTRA COSTA
transportation
authority

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December 6, 2017

Jessica Dillingham
Real Estate Division
Contra Costa County
255 Glacier Drive
Martinez, CA 94553

Subject: Amendment No. 12 to Agreement No. 124 – State Route 4 (SR4) – Railroad Avenue to Loveridge Road (Project 1405) for Additional Right-of-Way (ROW) Services and Approval of Resolution 00-08-P (Rev 5)

Dear Ms. Jessica,

Enclosed please find two originals of Amendment No. 12 to Agreement No. 124 between the Contra Costa Transportation Authority and Contra Costa County. Please execute both original agreements, return one fully executed original to my attention and retain the second for your file.

Thank you for your cooperation in obtaining the necessary signatures, and for your assistance on this project.

Sincerely,

Christina Broadfoot
Projects Administrative Assistant



**Agreement No. 124
With
Contra Costa County
For
State Route 4 Widening Project – Railroad Avenue to Loveridge Road
Right-of-Way Services**

November 15, 2017

AMENDMENT No. 12

WHEREAS, the Contra Costa Transportation Authority and Contra Costa County Real Property Division entered in Agreement No. 124 on January 1, 2000 with a not to exceed amount of \$60,000 to prepare title reports for certain “advance acquisition” parcels; and

WHEREAS, Amendment No. 1 to Agreement No. 124 was approved on May 17, 2000 to amend the scope-of-services to include acquisition of the properties on Frontage Road, and accordingly increase the total compensation to \$550,000; and

WHEREAS, Amendment No. 2 to Agreement No. 124 was approved on April 18, 2001 to modify the geographic limits of the project corridor; and

WHEREAS, Amendment No. 3 to Agreement No. 124 was approved on May 16, 2001 to amend the scope-of-services to include (1) acquisition of all properties needed for the Railroad to Loveridge project, (2) demolition of the properties on Frontage Road, and to increase the total compensation to \$1,225,000; and

WHEREAS, Amendment No. 4 to Agreement No. 124 was approved on September 19, 2001 to correct the needed funding for the third amendment by increasing the total compensation to \$1,775,000; and

WHEREAS, Amendment No. 5 to Agreement No. 124 was approved on April 17, 2002 to include (1) demolition of all remaining properties acquired for the project, and (2) condemnation activities for certain parcels, and (3) to acknowledge an increase in the actual costs for Frontage Road demolition increasing the total compensation to \$4,070,500; and

WHEREAS, Amendment No. 6 to Agreement No. 124 was approved on May 21, 2003 to include condemnation activities, appraisal services and Right-of-Way (ROW) closeout activities increasing the total compensation to \$4,810,500; and

WHEREAS, Amendment No. 7 to Agreement No. 124 was approved on May 17, 2006 to include additional ROW closeout activities and acknowledge an increase in the actual costs of condemnation activities increasing the total compensation to \$4,960,500; and

WHEREAS, Amendment No. 8 to Agreement No. 124 was approved on May 19, 2010 to include additional Right-of-Way closeout activities increasing the total compensation to \$5,096,376; and

WHEREAS, Amendment No. 9 to Agreement No. 124 was approved on November 16, 2011 to include additional ROW closeout activities and management of excess project parcels increasing the total compensation to \$5,175,376; and

WHEREAS, Amendment No. 10 to Agreement No. 124 was approved on September 18, 2013 to include additional ROW closeout activities including managing the escrow up to the transfer of properties to California Department of Transportation (Caltrans) and management and sale of excess properties increasing the total compensation to \$5,235,376; and

WHEREAS, Amendment No. 11 to Agreement No. 124 was approved on March 16, 2016 to include additional ROW closeout activities including managing the escrow up to the transfer of properties to Caltrans and management and sale of excess properties increasing the total compensation to \$5,285,376; and

WHEREAS, the parties now wish to amend the scope-of-services to include additional ROW closeout activities, the sale and disposal of two excess project parcels, and attendance at project meetings if requested; now therefore be it

MUTUALLY AGREED:

- (1) That Article 3 of the agreement amends the scope-of-services to include additional ROW closeout activities, the sale and disposal of two excess project parcels, and attendance at project meetings if requested;
- (2) That Article 4 of the agreement is amended to increase the Base Work compensation by \$300,000 (which includes \$50,000 in contingency) for a new total agreement value of \$5,585,376; and
- (3) That all other items and conditions of the agreement shall remain in effect.

In witness whereof, the parties hereto have executed this Amendment No. 12 to Agreement No. 124 effective as of the 15th day of November 2017.

**COUNTY OF CONTRA COSTA
AUTHORITY**

Chair, Board of Supervisors

ATTEST: David Twa
Clerk of the Board of Supervisors
and County Administrator

By: _____
Deputy

Recommended to the County Board of
Supervisors for Approval:

By: _____
Principal Real Property Agent

By: _____
Public Works Director

Approved as to Form:
Sharon L. Anderson, County Counsel

By: _____
Deputy

CONTRA COSTA TRANSPORTATION

Tom Butt, Chair

ATTEST:

Tarienne Grover, Clerk of the Board

Approved as to Form:

Malathy Subramanian, Authority Counsel