



# ***Joint Exercise of Powers Agency***

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

## **AGENDA Board of Directors**

**Thursday, August 8, 2024**

**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 962 0052 1926 Passcode: 280296

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

[Join Zoom Meeting Here](#)

Meeting ID: 962 0052 1926 Passcode: 280296

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](mailto: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.

The Board Chair may reduce the amount of time allotted to read or make comments 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. 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 may continue the meeting in person without remote access.

A break may be called at the discretion of the Board Chair.

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](mailto:Dale.Dennis@pw.cccounty.us), or by phone at (925) 595-4587.

### **Board of Directors:**

Lamar Thorpe, City of Antioch - Chair  
Joel Bryant, City of Brentwood - Vice Chair  
Aaron Meadows City of Oakley  
Diane Burgis, Contra Costa County

### **Authority Staff Office:**

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

**AGENDA**  
**August 8, 2024**

1. Call to Order

2. Public Comment

3. Consent

**A. APPROVE** minutes of the June 13, 2024, meeting (July 2024 meeting cancelled).

**B. APPROVE** and **AUTHORIZE** the Program Manager, or designee, to execute a Tenth Amendment to the PSA to do all of the following, among other changes: 1) reduce the Purchase Price to \$2,696,668.00 to reflect the current appraised value of the property; 2) extend the Due Diligence Period through February 14, 2025, to allow LRG to continue marketing the Property; and 3) clearly state that the \$158,000 LRG has deposited into Escrow to date is nonrefundable and will be paid to the Authority in the event the Agreement is terminated or expires before Closing; and **AUTHORIZE** the Program Manager, or designee, to negotiate non-substantive changes to the Tenth Amendment.

**C. RECEIVE** staff report from Stephen Kowalewski, Chief Deputy Director, Contra Costa County Public Works Department, regarding the Authority's contract with PDM Group, Inc., for Program Management Services.

4. Determination

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:**

Lamar Thorpe, City of Antioch - Chair  
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**STATE ROUTE 4 BYPASS AUTHORITY**  
**Antioch - Brentwood - Oakley and Contra Costa County**

JOINT EXERCISE OF POWERS AGENCY

June 13, 2024

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](mailto:Dale.Dennis@pw.cccounty.us).

Chair Lamar Thorpe called the meeting to order at 8:03 P.M.

**ROLL CALL**

PRESENT: Diane Burgis (Contra Costa County), Aaron Meadows (Oakley) and Chair Lamar Thorpe (Antioch)

ABSENT: Vice Chair Joel Bryant (Brentwood)

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**

The Board referred to the discussion during the meeting of the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) with respect to comments related to Item D and a more in-depth staff report about the contract and its history should be submitted to the Board at its next meeting.

On motion by Director Burgis, seconded by Director Meadows, the Authority APPROVED the Consent Items, and with respect to Item D, a more in-depth staff report be submitted to the Board at its next meeting.

- A. APPROVED minutes of the April 11, 2024 meeting (May 2024 meeting cancelled).
- B. APPROVED Fiscal Year 2023/24 End of Year Budget.

- C. APPROVED Fiscal Year 2024/25 Budget.
- D. APPROVED an amendment to the Consulting Services Agreement between the Authority and PDM Group Inc., to increase the payment limit by \$132,288, to a new payment limit of \$1,146,263, and to extend the termination date from June 30, 2024, to a new termination date of June 30, 2025, for continued Program Manager services, and AUTHORIZED the Secretary, or designee, to execute the amendment on behalf of the Authority.
- E. APPROVED amendments to Consulting Services Agreements with the following consultants and AUTHORIZED the Secretary, or designee, to execute the amendments on behalf of the Authority.
  - 1. Amendment for agreement with Anita L. Tucci-Smith – Minute Taking Services for the Authority, to increase the payment limit by \$5,000.00, to a revised payment limit of \$17,500.00, and extend the termination date from June 30, 2024, to a new termination date of June 30, 2025.
  - 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, 2024, to a new termination date of June 30, 2025, 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, 2024, to a new termination date of June 30, 2025, with no change in the payment limit.

The motion carried by the following vote:

AYES: Burgis, Meadows, Thorpe  
NOES: None  
ABSTAIN: None  
ABSENT: Bryant

Chair Thorpe adjourned into Closed Session at 8:05 P.M.

**CLOSED SESSION**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Government Code §54956.8

Property Assessor’s Parcel No. 019-110-074 (located at SR4 and Sand Creek Road)  
Agency Negotiator: Dale Dennis, Program Manager

Negotiating Parties: State Route 4 Bypass Authority & LRG Investors, LLC

Under Negotiation: Purchase price, property description, and purchase and option terms

Chair Thorpe reconvened from closed session at 8:22 P.M. and advised that there was nothing to report from closed session.

### **DETERMINATION**

There were no Determination items.

### **BOARDMEMBER COMMENTS**

There were no Boardmember comments.

### **ADJOURNMENT**

Chair Thorpe adjourned the meeting of the State Route 4 Bypass Authority at 8:23 P.M. to Thursday, August 8, 2024, 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:** August 8, 2024

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager



**SUBJECT:** State Route 4 Bypass Authority – State Route 4 Project (Formally State Route 4 Bypass). Brentwood Area. [SCH# 89032824, SCH# 1989032824] Project Number: 4660-6X4444

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**Recommendation:**

**APPROVE** and **AUTHORIZE** the Program Manager, or designee, to execute a Tenth Amendment to the PSA (attached) to do all of the following, among other changes: 1) reduce the Purchase Price to \$2,696,668.00 to reflect the current appraised value of the property; 2) extend the Due Diligence Period through February 14, 2025, to allow LRG to continue marketing the Property; and 3) provide that the \$158,000 LRG has deposited into Escrow to date is nonrefundable and will be paid to the Authority in the event the Agreement is terminated or expires before Closing; and **AUTHORIZE** the Program Manager, or designee, to negotiate non-substantive changes to the Tenth Amendment.

**Discussion:**

On June 11, 2020, the Authority and LRG Investors, LLC, entered into a purchase and sale agreement (“Agreement”) to sell, for \$3,596,779, an approximately 5.29-acre parcel of Authority-owned property, identified as APN 019-110-074, adjacent to State Route 4 Sand Creek Road, in Brentwood.

LRG’s efforts to market the Property have been ongoing for over four years. During that time, the commercial real estate market in the Brentwood area has changed, resulting in a decrease in the value of the Property. Additionally, a prospective tenant for a portion of the Property notified LRG that it was no longer interested in the Property.

LRG and the Authority desire to amend the Agreement to do all of the following, among other changes: 1) reduce the Purchase Price to \$2,696,668.00 to reflect the current appraised value

**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

of the property; 2) extend the Due Diligence Period through February 14, 2025, to allow LRG to continue marketing the Property; and 3) provide that the \$158,000 LRG has deposited into Escrow to date is nonrefundable and will be paid to the Authority in the event the Agreement is terminated or expires before Closing. Additionally, LRG will report to the Program Manager by January 14, 2025, regarding whether closing is expected to occur by February 14, 2025.

Staff recommends that the Board approve the tenth amendment to the Agreement for the above Property, substantially in the form attached. The Program Manager would be authorized to make non-substantive changes. Should any substantial changes be required to the seventh amendment to the Agreement, it will be brought back to the Board for approval.

**TENTH AMENDMENT TO THE  
PURCHASE AND SALE AGREEMENT BETWEEN  
THE STATE ROUTE 4 BYPASS AUTHORITY  
AND  
LRG INVESTORS, LLC**

Effective August 8, 2024, this Tenth Amendment (“Amendment”) to the Purchase and Sale Agreement between the State Route 4 Bypass Authority and LRG Investors, LLC, (“Agreement”) is entered into by and between the State Route 4 Bypass Authority, a joint exercise of powers agency (hereinafter “Authority”), and LRG Investors, LLC, a California limited liability company (hereinafter “LRG”). The Authority and LRG are sometimes referred to herein as the “Parties,” and each as a “Party.” Capitalized terms used but not defined in this Amendment are defined in the Agreement.

**Recitals**

- A. The Authority and LRG entered into the Agreement to set forth the terms on which the Authority would sell and LRG would purchase the Property, if LRG elected to purchase the Property following the Due Diligence Period. The Agreement has been amended on six prior occasions to allow LRG to extend the Due Diligence Period. (A seventh amendment addressed environmental conditions and site work.) Through various amendments to the Agreement, the Due Diligence Period has been extended through August 12, 2024.
- B. LRG’s efforts to market the Property have been ongoing for over four years. During that time, the commercial real estate market in the Brentwood area has changed, resulting in a decrease in the value of the Property. Additionally, a prospective tenant for a portion of the Property notified LRG that it was no longer interested in the Property.
- C. LRG and the Authority desire to amend the Agreement to do all of the following, among other changes: reduce the Purchase Price to reflect the current appraised value of the property; extend the Due Diligence Period through February 14, 2025, to allow LRG to continue marketing the Property; and provide that all deposits into Escrow are nonrefundable and will be paid to the Authority in the event the Agreement is terminated or expires before Closing.

**Amendment**

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree to amend the Agreement, as previously amended, as follows:

1. Final Payment. In the “Definitions” section of the Agreement, the definition for “Final Payment” is deleted and replaced with a new definition, to read:



“Final Payment” means the amount of \$2,696,668.00 (i.e., the Purchase Price of, minus the sum of all Money Deposits).”

2. Money Deposits. In the “Definitions” section of the Agreement, the definition of “Money Deposits” is deleted and replaced with a new definition, to read:

“Money Deposits” means the Initial Payment together with all Extension Deposits that LRG made into Escrow, which, together, total \$158,000.00.

3. Purchase Price. In the “Definitions” section of the Agreement, the definition of “Purchase Price” is deleted and replaced with a new definition, to read:

“Purchase Price” means the amount of \$2,854,668 that LRG will pay to purchase the Property under the terms of this Agreement. The Purchase Price is the sum of all Money Deposits, plus the Final Payment.

4. Term; Money Deposits Nonrefundable. Section 1.A. (Term) of the Agreement is deleted in its entirety and replaced with new Section 1.A., to read:

“A. Term; Effect of Termination or Expiration on Money Deposits. The term of this Agreement begins on the Effective Date. This Agreement expires at the end of the Due Diligence Period, unless this Agreement is sooner terminated under Section 1.B. However, if LRG delivers a Notice to Proceed to the Program Manager before the end of the Due Diligence Period under Section 1.C. or Section 5.A.3., this Agreement shall remain effective through the Closing and shall expire on the Closing Date. Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated or expires before Closing for any reason other than an Authority Default under Section 1.B.2.a., all Money Deposits shall be paid from Escrow to the Authority as liquidated damages for the inability to market or use the Property since June 11, 2020, the Effective Date of the Agreement. Otherwise, all Money Deposits shall be applied to the Purchase Price at Closing, or returned to LRG in the event of termination for Authority Default under Section 1.B.2.a. The payment of Money Deposits out of Escrow to the Authority upon the termination or expiration of this Agreement before Closing shall constitute a Surviving Obligation, and the Parties agree to cooperate to satisfy that obligation in the event this Agreement is terminated or expires before Closing.”

5. Default. The Sections 1.B.2.a. (For Authority’s Default) and 1.B.2.b. (For LRG’s Default) are deleted in their entirety and replaced with new Sections 1.B.2.a. and 1.B.2.b., to read:

“a. *For Authority’s Default*. Prior to Closing, LRG may terminate this Agreement for the Authority’s default or breach of its obligations under this Agreement in accordance with this Section 1.B.2.a. If LRG determines that the Authority is in breach or default of any of its obligations under this Agreement, LRG shall deliver a Default Notice to the Authority. If the Authority fails to cure the breach or default within the reasonable time specified in LRG’s Default Notice, and if the breach remains uncured, LRG, at its

discretion, may do either of the following: (i) terminate this Agreement by providing written notice of termination to the Program Manager; or (ii) within 30 days following the expiration of the time for the Authority to cure the default, LRG may seek the specific performance of this Agreement. Notwithstanding anything to the contrary herein, upon the termination of this Agreement under this Section 1.B.2.a., the Authority shall deliver the Money Deposits to LRG, and, except for this and other Surviving Obligations, neither Party shall have any further obligation to the other.

b. *For LRG's Default.* Prior to Closing, the Authority may terminate this Agreement for LRG's default or breach of its obligations under this Agreement in accordance with this Section 1.B.2.b. If the Program Manager determines that LRG is in breach or default of any of its obligations under this Agreement, the Program Manager shall deliver a Default Notice to LRG. If LRG fails to cure the breach within the reasonable time specified in the Authority's Default Notice, and if the breach remains uncured, the Authority may, at its discretion, terminate this Agreement by providing written notice of termination to LRG. Notwithstanding anything to the contrary herein, upon termination of the Agreement under this Section 1.B.2.b., the Authority shall retain all Money Deposits, and, except for this and other Surviving Obligations, neither Party shall have any obligation to the other."

6. Due Diligence Period Extension. Section 5.E. (Due Diligence Period; Extensions) of the Agreement is deleted in its entirety and replaced with the following new sentence, to read:

"E. Due Diligence Period; Deposits. As partial consideration for all Money Deposits made as of August 8, 2024, becoming nonrefundable, the Due Diligence Period shall expire on February 14, 2025. By January 15, 2025, LRG shall notify the Authority's Program Manager (email notice is permitted) regarding whether LRG anticipates proceeding to Closing on the Property by February 14, 2025.

7. LRG's Representations and Warranties. Section 7.B. (LRG's Representations and Warranties) is amended to add the following new sentence as the last sentence of that section, to read:

"LRG's obligations under this Section shall constitute Surviving Obligations and shall remain enforceable following the expiration or termination of this Agreement."

8. Condemnation. The third sentence of Section 11 (Condemnation) is deleted in its entirety and replaced with the following new sentence, to read:

"If LRG chooses to proceed under clause (a), this Agreement shall be deemed terminated upon the date LRG's notice is given, and all Money Deposits shall be retained by the Authority."

9. Liquidated Damages. Section 12 (Money Deposits as Liquidated Damages) is deleted in its entirety and replaced with new Section 12, to read:


**“12. Money Deposits as Liquidated Damages.** TO THE EXTENT THAT THE MONEY DEPOSITS ARE NONREFUNDABLE UNDER THIS AGREEMENT, THE AUTHORITY SHALL RETAIN ALL MONEY DEPOSITS, AND ALL INTEREST AS MAY ACCRUE THEREON, AS LIQUIDATED DAMAGES FROM ITS INABILITY TO USE THE PROPERTY AND TO MARKET AND SEEK TO SELL, LEASE, OR RENT THE PROPERTY DURING THE TERM OF THIS AGREEMENT, WHICH COMMENCED JUNE 11, 2020. THE PARTIES HAVE AGREED THAT THE AUTHORITY’S ACTUAL DAMAGES RELATED TO ITS INABILITY TO MARKET AND SEEK TO SELL, LEASE, OR RENT THE PROPERTY, AND/OR THE AUTHORITY’S ACTUAL DAMAGES RELATED TO ITS INABILITY TO USE THE PROPERTY, DURING THE TERM OF THIS AGREEMENT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE MONEY DEPOSITS, TOGETHER WITH ALL INTEREST AS MAY ACCRUE THEREON, HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES’ REASONABLE ESTIMATE OF THE AUTHORITY’S DAMAGES FOR (A) THE VALUE OF DAMAGES TO THE AUTHORITY ARISING FROM THE AUTHORITY’S INABILITY TO MARKET AND SEEK TO SELL, LEASE, OR RENT THE PROPERTY TO ANOTHER PARTY DURING THE TERM OF THIS AGREEMENT, AND/OR (B) THE VALUE OF DAMAGES TO THE AUTHORITY ARISING FROM ITS INABILITY TO USE THE PROPERTY DURING THE TERM OF THIS AGREEMENT, WHICH COMMENCED JUNE 11, 2020. PAYMENT OF THE MONEY DEPOSITS TO THE AUTHORITY AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA LAW, BUT, INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE AUTHORITY PURSUANT TO CALIFORNIA LAW FOR THOSE DAMAGES SPECIFIED IN THIS SECTION 12. LRG AND LRG PARTIES SHALL HAVE NO FURTHER LIABILITY FOR ANY DAMAGES UNDER THE TERMS OF THIS AGREEMENT, EXCEPTING ONLY DAMAGES, LIABILITIES, OR OBLIGATIONS THAT ARISE UNDER THE FOLLOWING SECTIONS OF THE AGREEMENT: (1) DAMAGES SPECIFIED IN THIS SECTION 12; (2) LRG’S OBLIGATIONS TO REPAIR ANY DAMAGE UNDER SECTION 5.A.4.; (3) ANY CLAIMS COVERED BY LRG’S INSURANCE POLICIES LISTED IN SECTION 5.C.; (4) LRG’S OBLIGATIONS TO INDEMNIFY AUTHORITY PARTIES UNDER SECTION 5.D.; AND (5) LRG’S OBLIGATION TO INDEMNIFY THE AUTHORITY PARTIES UNDER SECTION 7.B.”

Except as expressly modified by this Amendment, the Agreement, as previously amended, remains unchanged and in full force and effect. The Parties have executed this Amendment as of the date first written above. This Amendment 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 intentionally left blank. Signatures on next page(s).]

**STATE ROUTE 4 BYPASS AUTHORITY      LRG INVESTORS, LLC**

By: \_\_\_\_\_  
Program Manager

By:  \_\_\_\_\_  
Its: Ryan Nickelson, Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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**STATE ROUTE 4  
BYPASS AUTHORITY**

**DATE:** August 8, 2024

**TO:** Board of Directors



**FROM:** Stephen Kowalewski, Contra Costa County Chief Deputy Public Works Director

**SUBJECT:** RECEIVE staff report from Stephen Kowalewski, Chief Deputy Director, Contra Costa County Public Works Department, regarding the Authority's contract with PDM Group, Inc., for SR4BA Program Management services.

**Recommendation:** RECEIVE staff report from Stephen Kowalewski, Chief Deputy Director, Contra Costa County Public Works Department, regarding the Authority's contract with PDM Group, Inc., for SR4BA Program Management services.

**Discussion:**

In June, the Board approved an amendment to the Consulting Services Agreement for PDM Group, Inc., to provide continued Program Management services for SR4BA through FY2024-25, but directed County staff to provide a staff report to the Board at its next meeting regarding the length of the contract and its history. The purpose of this staff report is to provide the Board the information requested.

Contract History. The Authority entered into the current contract with PDM Group Inc. effective March 19, 2013. Subsequently, amendments were approved and executed with PDM Group Inc. as follows: July 1, 2014; July 1, 2015; September 8, 2016; April 12, 2018; February 13, 2020; March 11, 2021; and June 8, 2023. These amendments provided for continued Program Manager services through Fiscal Year 2023-24, and the last amendment approved in June extends the contract through FY 2024-25.

Contract Approval Process. Prior to each Amendment, the following process is implemented. PDM submits a scope of services and proposed rate sheet. The Secretary Designee from Contra Costa County Public Works reaches out to each Public Works Director from each member agency and provides a copy of the scope of services and rate sheet. Each member agency is asked to review the information and to forward any issues with the amendment. Each member agency is asked to check with their elected representative on the Board if there are any concerns with the proposed amendment. (The Public Works Directors and elected representatives do not communicate among

**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

themselves.) Finally, staff adds the item to the agenda for consideration by the ECCRFFA and SR4BA Boards.

**Contractor Services.** Under the contract, Program Manager Services are provided by Dale Dennis. Historically, staff support was provided by County staff, primarily Nancy Wein, through June 2022. In June 2022, Nancy Wein retired from the County and joined PDM Group, Inc. For FY 2022-23, PDM Group Inc. provided Program Management Services, with Dale Dennis serving as the Program Manager and Nancy Wein providing staff support. This continued in FY2023-24. For FY 2024-25, PDM Group Inc. will continue to provide Program Management Services, with Dale Dennis serving as the Program Manager and Nancy Wein continuing to provide staff support. Attached is the Scope of Services and Fee Proposal for the June 2024 Amendment.

**Review of Hourly Rates.** While this contract is for specialized services and does not need to be awarded to the lowest-cost service provider, County staff actively review rates charged by PDM Group, Inc. and compare them to known rates charged by firms, like Mark Thomas, Fehr & Peers, WSP, other Consultants, and the County, which have professionals with qualifications similar to those of the PDM Group, Inc. professionals. The hourly rates charged by PDM Group, Inc. fall within the ranges of hourly charge rates for other firms, consultants, and the County. Historically, PDM Group Inc. used County support staff at a fully burdened rate (base/overhead/benefits) of \$368.55 (recent rate). The arrangement to have PDM Group Inc. provide support staff services resulted from lack of County staffing resources to perform the services and a competitive rate in comparison to County fully-burdened rates. Rates are also provided to all member agency Public Works Directors to review and approve for reasonableness prior to contracts appearing before the ECCRFFA and SR4BA Boards. See rate comparison table below.

<b>Firm/Consultant</b>	<b>Position</b>	<b>Rate</b>
ECCRFFA/SR4BA	Program Manager	\$300.00/hr
	Senior Civil Engineer	\$248.00/hr
County	Division Manager	\$449.33/hr
	Senior Civil Engineer	\$368.55/hr
Firm 1	Principal	\$280-\$400
	Senior Engineer/Planner	\$180-\$235
Firm 2	Division Manager	\$290-420
	Senior Project Engineer	\$210-\$300
Firm 3	Construction Manager	\$428.62
	Lead Civil Engineer	\$260.13
Consultant 1	Project Manager	\$330.39
Consultant 2	Project Manager	\$309.00
Consultant 3	Project Manager	\$308.34

**Staff Report Language.** Typically for contract amendments, it is common practice in staff reports to identify the amount of the current amendment and the total authorized amount from original approval of the contract. The large dollar amount in the recent amendment was the total authorized amount since March 19, 2013, when the contract was first entered into.

## APPENDIX A

### **Program Management Services for the SR4 Bypass Authority (SR4BA) Scope of Services**

**OBJECTIVE:** PDM Group Inc. will be providing Program Management Services for the State Route 4 Bypass Authority (SR4BA). Dale Dennis will hold the position of Program Manager and Nancy Wein will provide support. The Program Manager has overall responsibility for the day-to-day administrative operations of the SR4BA and will serve as the Project Manager for the SR4BA scope of work for SR4 Bypass related projects, including the SR4 Balfour Road Interchange Project, the Mokelumne Bicycle/Pedestrian Overcrossing Project and sale of the Sand Creek Road excess parcel.

#### **Typical duties and responsibilities include:**

- Interface with the SR4BA Board of Directors;
- Staff the SR4BA Board Meetings and be responsible for preparation of Agenda Packets for the monthly meetings;
- Prepare annual budgets and schedules for SR4BA activities;
- Develop, manage and oversee the ongoing operation and maintenance of the SR4BA website;
- Interviewing and selecting consultants and contractors as required for implementation of SR4BA activities;
- Manage consultant contracts as appropriate and process contract amendments and invoices, etc.;
- Ensure change orders, payment requests and reports are handled according to JEPA policies and procedures;
- Ensure that contractual obligations, budgets and policies related SR4BA policies are met;
- Prepare and present written and oral reports related to SR4BA project activities;

#### **Project related responsibilities include:**

- The SR4BA is working in partnership with CCTA and Caltrans to deliver the SR4 Balfour Road Interchange project, including leading the effort to acquire and transfer the right-of-way required for the project (Project is in the closeout phase).
- Coordination with CCWD related to the delivery of the SR4 Balfour Road Interchange and the Los Vaqueros Pipeline (LVP).
- Sale of excess parcel on Sand Creek Road;
- The SR4BA is working in partnership with CCTA to deliver the Mokelumne Trail Overcrossing project, including leading the effort to acquire and transfer the right-of-way required for the project (Project is in the closeout phase).

#### **Staff Assistance:**

- Staff assistance would be provided by Contra Costa County Public Works and Lucy Owens.

**Program Manager and Support Services  
for the  
State Route 4 Bypass Authority (SR4BA)**

**Period: June 13, 2024 through June 30, 2025**

		FY 24/25	FY 24/25	
<b>Staff</b>	<b>Average Hours/Week</b>	<b>Hours/Year</b>	<b>Charge Rates</b>	<b>Amount</b>
Dale Dennis	6	312	\$ 300	\$ 93,600
Nancy Wein	3	156	\$ 248	\$ 38,688
<b>Total</b>				\$ 132,288

Note: Rates are increased by 3% each year.