

SACRAMENTO TRANSPORTATION AUTHORITY  
NEW MEASURE A – Series 2009 Bonds  
CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT

**HIGHWAY 50 BUS/CARPOOL LANES**

This Contract is made as of October 8, 2009 by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called “Authority”, and the *California Department of Transportation*, hereinafter called “Caltrans.”

**THE PARTIES AGREE AS FOLLOWS:**

1. Purpose. The purpose of this Contract is to provide for the transfer by the Authority to Caltrans of sales tax revenue and/or transportation mitigation fee revenue (including both current revenues and proceeds of Authority financings) for the Capital Project described in Section 2, and to set forth Caltrans’ obligations with respect to the expenditure thereof.
  
2. Description of Capital Project. The Capital Project funded by this Contract is:  
  
Design, engineering, environmental clearance, Right-of-Way acquisition, and construction to ***add one westbound and one eastbound high occupancy vehicle lane in the existing median of U.S. 50 from Sunrise Boulevard to Watt Avenue.*** The project includes community enhancements along the affected corridor segment.
  
3. Definitions. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
  - a. “Act” means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
  
  - b. “Board” means the Governing Board of the Sacramento Transportation Authority”
  
  - c. “Measure A” or “New Measure A” or “Ordinance” means Sacramento Transportation Authority Ordinance No. STA 04-01.
  
4. Amount of Allocation and Period of Expenditure. The 2009 Measure A capital allocation plan provides the sum of \$31,008,476 of Measure A funds for expenditure on the Capital Project during FY 2010 and 2011 and includes \$18,423,000 in additional Authority funding commitments. Accumulated sum of \$49,431,476 shall be expended by Caltrans prior to October 1, 2011.

5. Compliance. The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Caltrans shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, and all other applicable contractual and legal requirements.

6. Entity Certifications

- a. Maintenance of Effort. Caltrans certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract with, the maintenance of effort requirements set forth in the Ordinance:
- b. Routine Accommodations of Bicycles and Pedestrians. Caltrans certifies that the Capital Project is designed to reasonably accommodate bicycle and pedestrian travel.
- c. Additional Certifications. Additional certifications applicable to this contract are:

NONE

7. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a progress payment basis. If Caltrans demonstrates a need for advance payments, the STA Executive Director may advance up to 10% of the total allocation after Caltrans commences work and begins incurring project expenses.
- b. Claims for payment shall be submitted no more often than monthly.
- c. All claims shall be approved by Caltrans' Project Manager prior to submission to Authority.

8. Reporting.

- a. Caltrans shall submit quarterly status reports in approved STA format. Information in the status report shall include:
  - Total anticipated project cost
  - Amount funded to date
  - Expenditures by quarter
  - Project implementation status
- b. Quarterly status reports will be due to the Senior Transportation Administrator 30 days after the end of each calendar quarter.

9. Audits.

- a. STA staff will review progress payment claims on a selected basis.
- b. Annual audits of the STA, as a whole, will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Caltrans' expenditures will also be audited.
- c. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board shall reallocate any funds so withheld for other Measure A capital projects.

10. Cost Variations. In the event the actual Measure A cost of the Capital Project is less than the allocation, the excess funds shall be retained by the Authority for reallocation in accordance with the Ordinance. First preference for reallocation shall be other Measure A capital projects being managed by Caltrans.

11. Designation of Project Manager. Caltrans shall designate a Project Manager who shall be the responsible representative of Caltrans to Authority staff in connection with administration of this Contract.

12. Signs. Caltrans shall post signs at the Capital Project site stating the project is funded with Measure A funds. The signs shall be substantially similar to the sample depicted in Attachment A.

13. Indemnity and Hold Harmless. Caltrans shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Caltrans whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
(Executive Director)

Date: \_\_\_\_\_

CALTRANS

By: \_\_\_\_\_  
(Authorized Officer's Signature)

\_\_\_\_\_  
(Officer's Printed Name)

\_\_\_\_\_  
(Officer's Title)