



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
May 21, 2014**

TO: Mayor and City Council
FROM: Tim Tucker, City Engineer
SUBJECT: Cooperative Agreement Extension with Caltrans for Construction of the Marina Vista Pedestrian/Bicycle Improvement Mitigation Project.
DATE: May 15, 2015

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute a one year extension to Cooperative Agreement No. 4-2389 between the City of Martinez and the State of California acting through its Department of Transportation (CALTRANS) for use of Toll Bridge funds in the amount of \$300,000 for the Marina Vista Pedestrian/Bicycle Improvement Mitigation Project.

BACKGROUND:

In 2010 Caltrans completed the last phases of the new Martinez-Benicia Bridge project. The final phase included the construction of a two-way pedestrian and bicycle lane connecting Martinez and Benicia. The connection was constructed on the existing southbound bridge. San Francisco Bay Conservation and Development Commission (BCDC) conditioned Caltrans to construct certain bicycle improvements at the terminus of the bridge as mitigation for construction the new Northbound Bridge. Topography along with physical constraints such as protected waterways and the railroad tracks prevented Caltrans from fulfilling all of the conditions of approval. BCDC working with the cities of Martinez and Benicia and Caltrans approved alternate mitigation that would benefit bicyclist and pedestrians in the vicinity of the bridge. Caltrans agreed to fund projects developed and implemented by the two cities. The improvement for Martinez includes the installation of pedestrian and bicycle improvements from Shell Avenue to Mococo Road (1200 feet), including curb ramps, sidewalk, bike lanes, relocation of utilities, striping and other associated improvements. The total cost for design, construction, inspection and contingency is estimated to be \$300,000. Caltrans has agreed to fully fund this project. BCDC is required to review and approve the plans along with any significant changes to the plans. Staff has worked closely with BCDC on developing preliminary plans for the project from which the engineer's estimate was derived.

On April 4, 2012 the City Council approved Cooperative Agreement No. 4-2389 between the City of Martinez and the State of California (Caltrans). The agreement provides for Caltrans to transfer \$300,000 of Toll Bridge funds to the City of Martinez to construct the project.

The project includes the removal of un-used railroad spurs. The review and approval by the California Public Utilities Commission (CPUC) and Union Pacific has significantly delayed the design approval. More recently new staff at BCDC is requesting work not originally envisioned with the preliminary approvals. To fund these new improvements BCDC is working with the

Association of Bay Area Governments (ABAG) and Caltrans to identify additional funding. Caltrans is requesting the City approve a one year extension to the COOP Agreement to secure funding and BCDC approval. The City Attorney has reviewed the extension and has determined that Council approval is required.

FISCAL IMPACT:

No fiscal impact.

ACTION:

Adopt resolution authorizing the City Manager to execute a one year extension to Cooperative Agreement No. 4-2389 between the City of Martinez and the State of California acting through its Department of Transportation (CALTRANS) for use of Toll Bridge funds in the amount of \$300,000 for the Marina Vista Pedestrian/Bicycle Improvement Mitigation Project.

Attachments:

Resolution

COOP Agreement

COOP Amendment to Agreement

Marina Vista Vicinity Map

APPROVED BY:


Interim City Manager

RESOLUTION NO. -14

AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE YEAR EXTENSION TO MASTER COOPERATIVE AGREEMENT NO. 4-2389 BETWEEN THE CITY OF MARTINEZ AND THE STATE OF CALIFORNIA ACTING THROUGH ITS DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR USE OF TOLL BRIDGE FUNDS IN THE AMOUNT OF \$300,000 FOR THE MARINA VISTA PEDESTRIAN/BICYCLE IMPROVEMENT MITIGATION PROJECT

WHEREAS, the City Council of the City of Martinez is supportive of providing safe accessible facilities for pedestrians and bicyclists through the installation of sidewalks, curb ramps and bike lanes; and

WHEREAS, CALTRANS has recently constructed a pedestrian and bicycle trail as part of the Benicia - Martinez Bridge project; and

WHEREAS, CALTRANS is conditioned by the San Francisco Bay Conservation and Development Commission Conservation to fund the construction of additional pedestrian and bicycle mitigation; and

WHEREAS, the City desirous of constructing pedestrian and bicycle facilities on Marina Vista in the vicinity of the Benicia - Martinez Bridge; and

WHEREAS, said projects will provide much needed safe and accessible pedestrian and bicycle access along Marina Vista; and

WHEREAS, Caltrans has agreed to provide \$300,000 of Toll Bridge money to fully fund the construction; and

WHEREAS, the City enter into a Cooperative Agreement with CALTRANS as a condition for receiving said funding; and

WHEREAS, a one year extension of the Agreement is required for the completion of the project.

NOW, THEREFORE, IT BE RESOLVED by the City Council of the City of Martinez authorizes the Interim City Manager to execute a one year extension to Cooperative Agreement No. 4-2389 between the City of Martinez and the State of California acting through its Department of Transportation (CALTRANS) for use of Toll Bridge funds in the amount of \$300,000 for the Marina Vista Pedestrian/Bicycle Improvement Mitigation Project subject to City Attorney approval.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 22nd day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

04-CC/Sol 680 (KP 12.2/14.3, 0 0/2.1)
Benicia-Martinez Bridge Public Access
Mitigation
EA: 04-006033
Project ID: 0400000003
District Agreement No. 4-2389

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE on _____, 2012,
is between the STATE OF CALIFORNIA, acting by and through its Department of
Transportation, referred to herein as "CALTRANS," and the

CITY OF MARTINEZ, referred to herein as
"MARTINEZ,"

RECITALS

1. CALTRANS and MARTINEZ, hereinafter referred to as "PARTIES," pursuant to Streets and Highways Code sections 114 and/or 130, are authorized to enter into this Agreement.
2. CALTRANS has constructed the Benicia-Martinez Bridge Seismic Safety Project, referred to herein as "PROJECT."
3. San Francisco Bay Conservation and Development Commission (BCDC) issued to CALTRANS Permit No. 17-99(M), (Issued on October 30, 2000, as amended through April 6, 2011), Amendment No. Five, referred to herein as "PERMIT" and incorporated herein by this reference. As mitigation for PROJECT, Special Condition B.6 on pages 7-8 of PERMIT requires the construction of public access improvements, referred to herein as "MITIGATION PROJECT" in the city of MARTINEZ.
4. MARTINEZ desires to assist CALTRANS by constructing MITIGATION PROJECT.
5. CALTRANS desires to transfer in lieu funds, which amounts to \$300,000 of Toll Bridge Seismic Account funds to MARTINEZ for the construction of MITIGATION PROJECT. CALTRANS will satisfy in full Special Condition B.6 of PERMIT by implementing MITIGATION PROJECT through this Agreement.
6. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to the MITIGATION PROJECT.
7. PARTIES now define herein below the terms and conditions under which this Agreement will be implemented.

SECTION I

MARTINEZ AGREES:

1. All work performed by MARTINEZ, or performed on MARTINEZ's behalf, shall be performed in accordance with all state and federal laws, regulations, policies, procedures, and standards.
2. To obtain any and all necessary property rights and/or rights of entry required prior to the implementation of MITIGATION PROJECT and for full compliance with any terms and conditions thereof. Said rights of entry shall also include rights for CALTRANS personnel.
3. To obtain any and all environmental approvals and/or resource agency agreements, approvals, and/or permits required prior to implementation of MITIGATION PROJECT and to fully comply with any terms and conditions thereof.
4. To use one hundred percent (100%) of CALTRANS' funds provided pursuant to this Agreement, in order to satisfy MARTINEZ's obligation and responsibilities set forth in this Agreement.
5. If work performed under this Agreement is done under contract (not completed by MARTINEZ's own employees) and is governed by the California Labor Code's definition of a "public work" (section 1720(a)(a)), MARTINEZ will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
6. MARTINEZ will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work."
7. To submit an initial invoice in the amount of \$50,000 to CALTRANS within thirty (30) days of execution of this Agreement and prior to commencement of any work performed by MARTINEZ. Said initial billing represents two months estimated costs of MITIGATION PROJECT implementation.

Thereafter, to prepare and submit to CALTRANS monthly billing statements for estimated expenditures one month in advance as development of MITIGATION PROJECT proceeds. All invoices shall be submitted to:

Department of Transportation
Division of Program/Project Management
Attention: Mo Pazooki, Project Manager
111 Grand Avenue
P.O. Box 23600
Oakland, CA 94623-0660

8. To use all of CALTRANS's funds, including any interest accrued thereon, on only those qualified activities that will satisfy MITIGATION PROJECT.
9. Upon completion of MITIGATION PROJECT and all work incidental thereto, to furnish CALTRANS with a detailed statement of MITIGATION PROJECT costs to be borne by CALTRANS. MARTINEZ thereafter, shall refund to CALTRANS, promptly after completion of MARTINEZ' final accounting of MITIGATION PROJECT costs, any amount of CALTRANS' deposits remaining after actual costs to be borne by CALTRANS have been deducted, or to bill CALTRANS for any additional amount required to complete CALTRANS' financial obligations pursuant to this Agreement.
10. Upon completion of activities accomplished with transferred funds, to provide CALTRANS an electronic or paper report describing the tasks accomplished. MARTINEZ will also provide CALTRANS copies of any reports that BCDC may require MARTINEZ to provide related to the expenditure of these transferred funds.
11. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and to make such materials available at the respective offices of CALTRANS at all reasonable times for three (3) years after the termination date of this Agreement. CALTRANS, the Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of MARTINEZ that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished when requested.

SECTION II

CALTRANS AGREES:

1. To provide MARTINEZ with a copy of PERMIT and to subsequently notify and provide copies of all subsequent amendments thereto, or correspondence, if any, which may affect MITIGATION PROJECT.
2. To deposit with MARTINEZ within thirty (30) days of receipt of signed invoice, the amount of \$50,000, which figure represents two months estimated cost of MITIGATION PROJECT. CALTRANS' total obligation to MARTINEZ for MITIGATION PROJECT costs shall not exceed the amount of \$300,000.

To deposit with MARTINEZ not later than ten (10) days preceding the beginning of each month, the estimated expenditures for that month, and to continue making such advance deposits on a monthly basis until completion of MITIGATION PROJECT or until April 1, 2014, whichever occurs first.
3. To provide MARTINEZ with full cost recovery under this agreement (including labor costs, employee benefits, other direct/indirect costs) incurred by MARTINEZ in performance of the work, not to exceed the amount of \$300,000.

SECTION III

IT IS MUTUALLY AGREED:

1. In compliance with SPECIAL CONDITION 6(c) of PERMIT, any MITIGATION PROJECT work not installed by MARTINEZ by April 1, 2014 shall be ineligible for further funds or payments. Any remaining funds shall be retained by CALTRANS and transferred to the California Coastal Conservancy under a separate agreement.
2. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
3. All applicable laws, rules and policies relating to the use of federal or state funds shall apply notwithstanding other provisions of this Agreement.
4. The party that discovers hazardous material (HM) will immediately notify the other PARTIES to this Agreement. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by MITIGATION PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by MITIGATION PROJECT. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
5. CALTRANS, independent of MITIGATION PROJECT, is responsible for any HM-1 found within existing State Highway System (SHS) right of way. CALTRANS will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to schedule and will pay, or cause to be paid, all costs associated with HM-1 management activities.
6. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. If HM-1 is found outside existing SHS right of way, under state and federal law responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. If HM-1 is found outside the existing SHS right of way, PARTIES will reassess the feasibility of MITIGATION PROJECT and mutually agree on a course of action prior to the commencement of any additional work.
7. MARTINEZ is responsible for the management of any HM-2 found within MITIGATION PROJECT limits. MARTINEZ may use up to 5% of the funds already obligated by CALTRANS under this agreement for the costs associated with HM-2 management activities. However, CALTRANS is not responsible to pay any additional money to MARTINEZ for these costs.
8. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or to affect the legal liability of

either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

9. Neither MARTINEZ nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless MARTINEZ and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.
10. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by MARTINEZ and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon MARTINEZ under this agreement. It is understood and agreed that MARTINEZ will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by MARTINEZ and/or its agents under this agreement.
11. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
12. This Agreement shall terminate upon the satisfaction of MITIGATION PROJECT or June 30, 2014, whichever comes first. However all indemnification, document retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

PARTIES declare that:

1. Each PARTY is an authorized legal entity under federal law and/or California state law
2. Each PARTY has the authority to enter into this Agreement
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
Department of Transportation

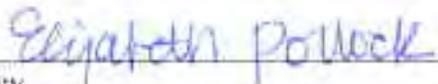
CITY OF MARTINEZ

By: _____
Deputy District Director

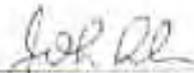
By:  _____
City Manager

Approved as to form and procedure:

Approved as to form:



Attorney
Department of Transportation



General Counsel / Asstnt City Attorney

Certified as to budgeting of funds:

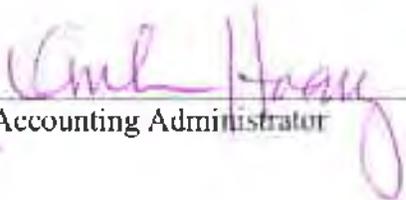
Certified as to funds:

District Budget Manager



Accounting Administrator

Certified as to financial terms and policies:



Accounting Administrator

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO AND EFFECTIVE ON _____, 2014, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the

CITY OF MARTINEZ, a body politic and a municipal corporation of the State of California, referred to herein as “MARTINEZ.”

RECITALS

1. The parties hereto entered into a Cooperative Agreement (District Agreement No 04-2389) on August 29, 2012, for mitigation for the now completed Benicia-Martinez Bridge Seismic Safety Project (PROJECT). The mitigation is in response to Bay Area Conservation and Development Commission’s (BCDC’s) Permit No. 17-99(M), Amendment No. 5 (PERMIT), issued to CALTRANS on October 30, 2000, and amended through April 6, 2011. Special Condition B.6 of PERMIT requires the construction of public access improvements, referred to herein as “MITIGATION PROJECT”, in the city of MARTINEZ. The Agreement was set to terminate on June 30, 2014.
2. Under the Agreement, MARTINEZ desires to assist CALTRANS by constructing MITIGATION PROJECT, in return for CALTRANS agreeing to transfer to MARTINEZ funds, amounting to \$300,000, out of Toll Bridge Seismic Account funds.
3. It has now been determined that close-out of MITIGATION PROJECT will not be completed by June 30, 2014, the termination date of the Agreement. The parties hereto now wish to enter into Amendment No. 1 to said Agreement (District Agreement No 04-2389-A1) to extend the Agreement for one year to allow sufficient time for completion of said close-out work.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 12 of Section III (titled It Is Mutually Agreed) of the Agreement is hereby revised in its entirety to read as follows:
 12. *This Agreement shall terminate upon satisfactory completion of MITIGATION PROJECT or June 30, 2015, whichever comes first. However, all indemnification, document retention, audit, claims,*

environmental, legal challenge, hazardous material, operation, maintenance and ownership Articles herein will remain in effect until terminated or modified in writing by mutual agreement.

- 2. As hereby amended, the terms and conditions of said Agreement (District Agreement No. 4-2389) shall remain in full force and effect.
- 3. This Amendment No. 1 to the Agreement is hereby deemed to be a part of District Agreement No. 4-2389.

STATE OF CALIFORNIA
Department of Transportation

CITY OF MARTINEZ

MALCOLM DOUGHERTY
Director

By: _____
Helena (Lenka) Culik-Caro
Deputy District Director

By: _____
City Manager

Certified as to funds:

Approved as to form:

Kevin M. Strough
District Budget Manager

General Counsel

Certified as to funds:

Accounting Administrator

NOTES:

- | | |
|--|-------------------------|
| ③. REMOVE ABANDONED SPUR TRACK. | ⑩. PATCH PAVING. |
| ④. RELOCATE 12" DIA. RAIL SIGNAL POLE. | ⑪. STRIPING |
| ⑤. RELOCATE STREET LIGHT POLE. | ⑬. TYPE I CURB & GUTTER |
| ⑥. RELOCATE 12" POWER POLE AND GUY. | ⑭. SIDEWALK (4' WIDE) |
| ⑦. REMOVE AND REPLACE FENCE. | ⑮. 2' RETAINING WALL. |
| ⑧. CURB RAMPS. | ⑯. RETAINING CURB |
| ⑨. RAISE UTILITY BOXES | ⑰. SIGNAGE. |



PROJECT LIMIT

PROJECT LIMIT



CITY OF MARTINEZ
MARINA VISTA PEDESTRIAN & BICYCLE IMPROVEMENTS



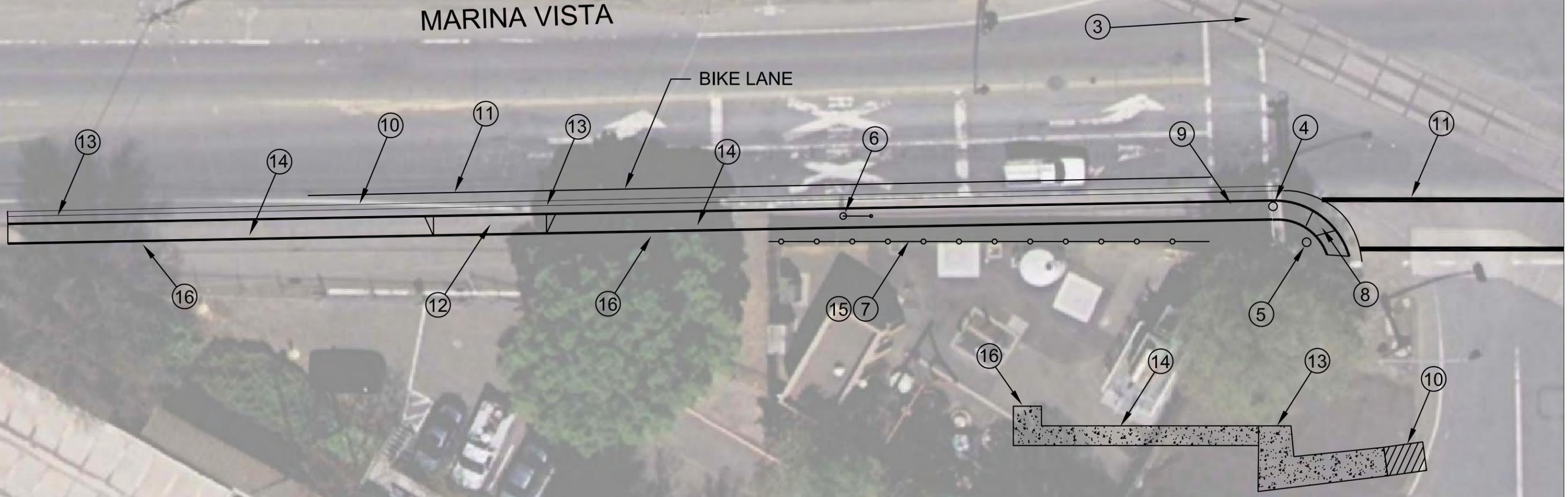
NOTES:

- ③ REMOVE ABANDONED SPUR TRACK.
- ④ RELOCATE 12" DIA. RAIL SIGNAL POLE.
- ⑤ RELOCATE STREET LIGHT POLE.
- ⑥ RELOCATE 12" POWER POLE AND GUY.
- ⑦ REMOVE AND REPLACE FENCE.
- ⑧ CURB RAMPS.
- ⑨ RAISE UTILITY BOXES
- ⑩ PATCH PAVING.
- ⑪ STRIPING
- ⑬ TYPE I CURB & GUTTER
- ⑭ SIDEWALK (4' WIDE)
- ⑮ 2' RETAINING WALL.
- ⑯ RETAINING CURB
- ⑰ SIGNAGE.

MOCOCO

MARINA VISTA

BIKE LANE



SIDEWALK DETAIL
NTS

