



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
December 1, 2010**

TO: Mayor and City Council

FROM: Tim Tucker, City Engineer

SUBJECT: Cooperative Agreement with Contra Costa Transportation Authority for a Scoping Study – Court Street Overcrossing

DATE: November 23, 2010

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute Cooperative Agreement No. 24C.04 between the City of Martinez and the Contra Costa Transportation Authority to complete a Scoping Study for the Court Street Overcrossing Project.

BACKGROUND:

The Court Street Overcrossing-Phase 1 project is included in the 2009 Measure J Strategic Plan. This project, if constructed, will provide a grade-separated crossing of the Union Pacific Railroad (UPRR) tracks, improving safety and reducing congestion for pedestrian and bicycle traffic accessing the Martinez Waterfront. Staff has completed preliminary studies and conceptual engineering and proposes moving this project forward.

Staff has developed a two-step process. The first step consists of the preparation of a Scoping Document to study potential alternatives, environmental constraints, traffic pattern implications and ultimately develop and refine the scope, schedule and cost of the project. The second proposed step is the preparation and processing of the environmental document along with the necessary preliminary engineering. The City estimates that this first step will cost \$200,000. These funds have been allocated by CCTA. If approved, staff will solicit for a consultant to prepare the Scoping Document through an Request For Proposal process.

FISCAL IMPACT:

None. CCTA has fully funded this project with Measure J funds.

ACTION:

Adopt resolution authorizing the City Manager to execute Cooperative Agreement No. 24C.04 between the City of Martinez and the Contra Costa Transportation Authority to complete a Scoping Study for the Court Street Overcrossing Project.

Attachments: Resolution; Agreement; Strategic Plan Fact Sheet

A handwritten signature in black ink, appearing to read "Phil Vucic". The signature is written in a cursive style with a large initial "P".

APPROVED BY: City Manager

RESOLUTION NO. -10

AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENT
NO. 24C.04 BETWEEN THE CITY OF MARTINEZ AND THE CONTRA COSTA
TRANSPORTATION AUTHORITY TO COMPLETE A SCOPING STUDY FOR THE
COURT STREET OVERCROSSING PROJECT

WHEREAS, the City Council of the City of Martinez is supportive of identifying alternative emergency vehicle, pedestrian and bicycle access to the Martinez Marina and East Bay Regional Park District Regional Shoreline Park for health and safety purposes; and

WHEREAS, the voters of Contra Costa County previously approved Measure J, a half cent sales tax to improve our roadway network and support alternative transit opportunities; and

WHEREAS, the Contra Costa Transportation Authority (Authority) among other things administers Measure J expenditures in accordance with their Strategic Plan; and

WHEREAS, the Authority has allocated \$200,000 funding for the Scoping Study for the Court Street Overcrossing Project, a project identified for funding in the Strategic Plan; and

WHEREAS, said project may be a much needed reliable emergency vehicle, pedestrian and bicycle access to the Martinez Marina; and

WHEREAS, the City must enter into a Master Cooperative Agreement with the Authority as a condition for receiving the \$200,000 Measure J allocation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Martinez authorizes the City Manager to execute Cooperative Agreement No. 24C.04 between the City of Martinez and the Contra Costa Transportation Authority to complete a Scoping Study for the Court Street Overcrossing Project.

* * * * *

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 1st day of December, 2010 by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

ORIGINAL

MASTER COOPERATIVE AGREEMENT NO. 24C.04

BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
THE CITY OF MARTINEZ

This **AGREEMENT** is made and entered into on _____ 2010 by and between the City of Martinez hereinafter referred to as "**CITY**" and the **CONTRA COSTA TRANSPORTATION AUTHORITY** hereinafter referred to as "**AUTHORITY**".

RECITALS

1. **AUTHORITY** and **CITY** pursuant to the Measure C Sales Tax Renewal Ordinance (# 88-01 as amended by # 04-02), hereinafter referred to as "**MEASURE J**", approved by the voters of Contra Costa County on November 2, 2004, hereby desire to enter into a Cooperative **AGREEMENT** to define a framework to enable the two parties to work cooperatively in developing transportation improvements on Major Streets in Contra Costa County.
2. **CITY** desires transportation improvements to Major Streets in the City of Martinez, as described in **Exhibit A** to this **AGREEMENT**, hereinafter referred to as "**PROJECT**".
3. The **PROJECT** is eligible for funding under the "Major Streets: Traffic Flow, Safety and Capacity Improvements" project category in **MEASURE J**.
4. **AUTHORITY** plans to authorize specific funding amounts in one or more resolutions for purposes of accomplishing **PROJECT**, pursuant to specific request(s) for appropriation of funds by the **CITY**. Each funding appropriation resolution will set forth additional conditions if any, purpose, and timing for release of identified funds to **CITY** for **PROJECT**. A chronological listing of appropriation resolutions will be included in and made a part of **Exhibit B** (attached), which is hereby incorporated into this **AGREEMENT** and made a part hereof. **Exhibit B** will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current overall financial plan for the **PROJECT**.

NOW, THEREFORE, in consideration of the foregoing, the **AUTHORITY** and **CITY** do hereby agree as follows:

SECTION I

CITY AGREES:

1. To submit the initial request for appropriation of funds to the **AUTHORITY** for specific components of the **PROJECT** detailing the project scope, schedule and proposed funding plan at least 60 days before the funds are needed.

2. To apply any funds received under this **AGREEMENT** to **PROJECT** consistent with the terms and conditions specified in the funding appropriation resolution approved by the **AUTHORITY**.
3. To allow the **AUTHORITY** to audit all expenditures relating to the **PROJECT** funded through this **AGREEMENT**. For the duration of the **PROJECT**, and for four (4) years following completion of the **PROJECT**, or earlier discharge of the **AGREEMENT**, **CITY** will make available to the **AUTHORITY** all records relating to expenses incurred in performance of this **AGREEMENT**.
4. To provide invoices and progress reports consistent with **Exhibit C**, along with the summary of expenditures to date, and to maintain strict accounting of all eligible expenses for which future reimbursement will be requested.
5. To prepare a report on an annual basis within ninety (90) days of the last day of the **AUTHORITY**'s fiscal year which itemizes (a) the expenditure of all funds for the **PROJECT**, and (b) progress to date in its implementation.
6. To comply with **AUTHORITY** Policy on the Implementation of **MEASURE J** Projects (Resolution 08-13-P) and all other applicable policies that the **AUTHORITY** may adopt in the future.
7. To be responsible for evaluation of prospective consultants and contractors retained by **CITY** and subsequent award of work consistent with this **AGREEMENT** and any appropriation resolutions.
8. Upon request, to provide copies to the **AUTHORITY** of all executed contracts and other **PROJECT** documents between **CITY** and consultants, contractors and others, involved in the **PROJECT**. Copies of such executed contracts shall be retained for four (4) years following completion of **PROJECT** or earlier discharge of the **AGREEMENT**.
9. To be responsible for the **PROJECT** financing and to provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of any appropriation resolution.
10. If the **PROJECT** involves construction, to install a sign approved by the **AUTHORITY** consistent with the specifications included in **Exhibit D** of this **AGREEMENT** (attached), that identifies the Contra Costa Transportation Authority as a funding source, no later than 30 days after the commencement of construction.
11. With respect to funding right-of-way, the **AUTHORITY**'s bond indenture or other financing agreement may prevent deposit of financing proceeds into an escrow account, unless any interest earned on the escrow account is restricted so that it cannot exceed the yield on the **AUTHORITY**'s bonds or notes. To the extent that **AUTHORITY**, pursuant to a request from **CITY**, funds right-of-way escrows with financing proceeds, **AUTHORITY** will notify **CITY**, and **CITY** agrees to comply with any required restrictions on investment yield.

12. If the **PROJECT** involves right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to the **AUTHORITY** resulting from the sale of excess lands purchased in whole or in part with financing proceeds, in the same proportion to the net proceeds as the original contribution of such financing proceeds was to the purchase price of the original parcel.

SECTION II

AUTHORITY AGREES:

1. In response to the **CITY** request for appropriation of funds, provided notice of cancellation or termination of the **AGREEMENT** pursuant to Section III, paragraph 2 hereof, has not been given, to consider Resolution(s) consistent with available funds and any relevant components of the *Strategic Plan* then in effect to finance specific work components for the **PROJECT**, setting forth the level of funding, purpose, timing, and scope of work to be performed by **CITY** pursuant to this **AGREEMENT**. Such resolutions will be incorporated into **Exhibit B** (attached), and by this reference made a part hereof. If warranted, funding resolution(s) may authorize advances or wire transfers to **CITY** to address anticipated cash flow needs.

2. To transfer funds to **CITY** for the purposes described in the relevant resolution subject to **CITY**'s compliance with, and in the manner specified in **Exhibit C** (attached).

3. To provide timely notice if an audit is to be conducted.

SECTION III

IT IS MUTUALLY AGREED:

1. Term: This **AGREEMENT** will remain in effect until discharged as provided in Paragraph 2 below or as a result of paragraph 11 below.

2. Discharge: This **AGREEMENT** shall be subject to discharge as follows:

a. Either party may terminate this **AGREEMENT** at any time for cause pursuant to a power created by the **AGREEMENT** or by law, other than for breach, by giving written notice of termination to the other party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination.

b. This **AGREEMENT** may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have 30 days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On

cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 3(a), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.

c. By mutual consent of both parties, this **AGREEMENT** may be terminated at any time.

3. **Indemnity:** It is mutually understood and agreed, relative to the reciprocal indemnification of **AUTHORITY** and **CITY**:

a. That neither **AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and **CITY** shall fully indemnify and hold harmless **AUTHORITY** against any damage or liability occurring by reason of anything done or omitted to be done by **CITY** under or in connection with any work, authority or jurisdiction delegated to **CITY** under the **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code Section 895.4, **CITY** shall fully indemnify and hold the **AUTHORITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **CITY** under this **AGREEMENT** or in connection with any work, authority, or jurisdiction delegated to **CITY** under this **AGREEMENT**.

b. That neither **CITY**, nor any officer or employee thereof, shall be responsible for, and **AUTHORITY** shall fully indemnify and hold harmless **CITY** against any damage or liability occurring by reason of anything done or omitted to be done by **AUTHORITY** under or in connection with any work, authority or jurisdiction delegated to **AUTHORITY** under the **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code Section 895.4, **AUTHORITY** shall fully indemnify and hold the **CITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **AUTHORITY** under this **AGREEMENT** or in connection with any work, authority, or jurisdiction delegated to **AUTHORITY** under this **AGREEMENT**.

4. **Notices:** Any notice which may be required under this **AGREEMENT** shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Philip Vince
City Manager
City of Martinez
525 Henrietta Street
Martinez, CA 94553

Randell H. Iwasaki
Executive Director
Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

5. Additional Acts and Documents: Each party agrees 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**.

6. Integration: This **AGREEMENT** represents the entire **AGREEMENT** of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7. Amendment: 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.

8. Independent Agency: **AUTHORITY** renders its services under this **AGREEMENT** as an independent agency. None of the **AUTHORITY**'s agents or employees shall be agents or employees of the **CITY**.

9. Assignment: The **AGREEMENT** may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

10. Binding on Successors, Etc.: This **AGREEMENT** shall be binding upon the successor(s), assignee(s) or transferee(s) of the **AUTHORITY** or **CITY** as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this **AGREEMENT** other than as provided above.

11. Severability: Should any part of this **AGREEMENT** be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination 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.

12. Counterparts: This **AGREEMENT** may be executed in counterparts.

13. Survival: The following provisions in **AGREEMENT** shall survive discharge.

a. As to **CITY**:

Section I, paragraph 2 (obligation to apply funds to **PROJECT**)

Section I, paragraph 3 (obligation to allow audit and retain records)

Section I, paragraph 5 (for the year in which discharge occurs only, to prepare an annual report to the **AUTHORITY**)

Section I, paragraph 8 (obligation to provide copies)

Section I, paragraph 9 (obligation to continue to manage **PROJECT**)

Section I, paragraph 12 (obligation to reimburse funds on sale of excess land)

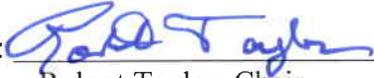
- b. As to **AUTHORITY**:
Section II, paragraph 3 (obligation to provide notice of audit)
- c. As to both parties:
Section III, paragraph 2a (obligation which survives termination)
Section III, paragraph 3 (indemnity obligations)

14. Limitation: All obligations of **AUTHORITY** under the terms of this **AGREEMENT** are expressly subject to the **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by **MEASURE C and MEASURE J**. If for any reason the **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the **AUTHORITY** shall promptly notify **CITY**, and the parties shall consult on a course of action. If, after twenty five (25) working days, a course of action is not agreed upon by the parties, this **AGREEMENT** shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the **AUTHORITY** to expend sales tax proceeds for the purposes of the **AGREEMENT**; and (ii) the availability, taking into consideration all the obligations of the **AUTHORITY** under all outstanding contracts, agreements to other obligations of the **AUTHORITY**, of funds for such purposes.

CITY OF MARTINEZ

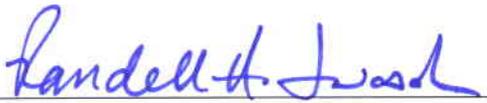
**CONTRA COSTA TRANSPORTATION
AUTHORITY**

By: _____
Philip Vince, City Manager

By: 
Robert Taylor, Chair

ATTEST:

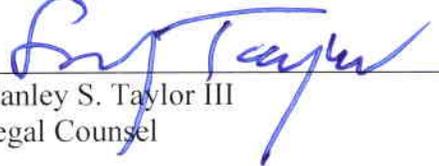
By: _____
Richard G. Hernandez, City Clerk

By: 
Randell H. Iwasaki, Executive Director

APPROVED as to legal form and content:

APPROVED as to form:

By: _____
City Attorney

By: 
Stanley S. Taylor III
Legal Counsel

COOPERATIVE AGREEMENT NO. 24C.04

between

Contra Costa Transportation Authority

and

City of Martinez

EXHIBIT A

DESCRIPTION OF THE PROJECT

Major Streets: Traffic Flow, Safety and Capacity Improvements funding category in Measure J will provide funds to assist the City of Martinez with the completion of projects within the City of Martinez.

Potential improvements include:

- 1) Court Street Overcrossing – Phase 1: Construct a 19-foot wide bicycle, pedestrian, and emergency vehicle overcrossing to span Joe DiMaggio Drive, the four tracks of the Union Pacific Railroad and Marina Vista to connect North Court Street, within the Martinez Waterfront Park, with Court Street at Escobar Street.

COOPERATIVE AGREEMENT NO. 24C.04

between

Contra Costa Transportation Authority

and

City of Martinez

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Number	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
				0
			TOTAL FUNDS APPROPRIATED	0

COOPERATIVE AGREEMENT NO. 24C.04

between

Contra Costa Transportation Authority

and

City of Martinez

EXHIBIT C

Method of Payment

1. The **CITY** will submit a monthly invoice to the **AUTHORITY** which includes all costs of the **PROJECT** for the stated time period.

2. The monthly invoice shall include the following:

A. CITY expenses (if eligible)

1. A listing of staff time providing the name, number of hours worked and charge rate for each. The allowable overhead City Staff charge may not exceed 50%. Staff working on activities chargeable to more than one funding resolution (design versus environmental activities for example), should show the appropriate split in hours for each resolution.

2. An itemized list of all other direct costs with identification of the activity to which the expense is chargeable.

B. Consultant/contractor expenses

1. A listing of the prime consultant/contractor and any sub-consultant/sub-contractor labor costs, broken out by funding resolution.

2. An itemized list of all other non-labor costs with identification of the activity to which the expense is chargeable.

3. If the above two items are prepared by the **CITY**, a copy of the consultants/contractor invoice should be attached as backup to the above information.

C. Certification

The following statement will be included "We hereby certify that the funds requested by City of Martinez are to reimburse City of Martinez for project costs already incurred and have not been included in a previous invoice request."

D. Invoice summary

The following page presents an example of the monthly summary report to be provided with each invoice. All of the information should be provided.

E. Progress Reports

The **CITY** will submit a progress report that summarizes the activities covered by the invoice.

3. No detail of **CITY** or consultant/contractor expenses will be required if total costs are less than \$1,000 for the month. The above mentioned detail will be required on the next invoice totaling more than \$1,000.

4. The **AUTHORITY** will process reimbursement to the **CITY** within **thirty** working days after receipt by the **AUTHORITY** of a monthly invoice, containing all of the information required under item 2 above. The **AUTHORITY** reserves the right to adjust future reimbursements should subsequent review indicate that an invoice included ineligible costs. **AUTHORITY** may reimburse **CITY** either by check, or at **AUTHORITY's** discretion, by wire transfer from its sales tax bond proceeds construction account.

10-Oct-07

INVOICE SUMMARY

Proponents Name

Project: 9848

Project Description

Period Covered (9/1/07 to 10/1/07)

Invoice Number: 62319

Resolution: 07-51-P

I. Proponent Expenditures - Direct Labor

Person	Position	Hours	Rate	Amount	Total
Smith, Mike	Senior Engineer	16.00	24.56	392.96	
Ross, John	Project Manager	3.5	29.58	103.53	
Total Direct Labor:				496.49	
Overhead @ 35.00%				173.68	
Total Direct Labor This Period				670.17	

II. Proponent Expenditures - Direct Expenses

Vendor	Description	Total
Quick Copy	Reproduction	78.65
The Blueprint Shop	Blueprints	251.64
Total Direct Expenses		330.29

Total Direct Expenses by Proponent for Resolution 07-51-P

1,000.46

COOPERATIVE AGREEMENT NO. 24C.04

between

Contra Costa Transportation Authority

and

City of Martinez

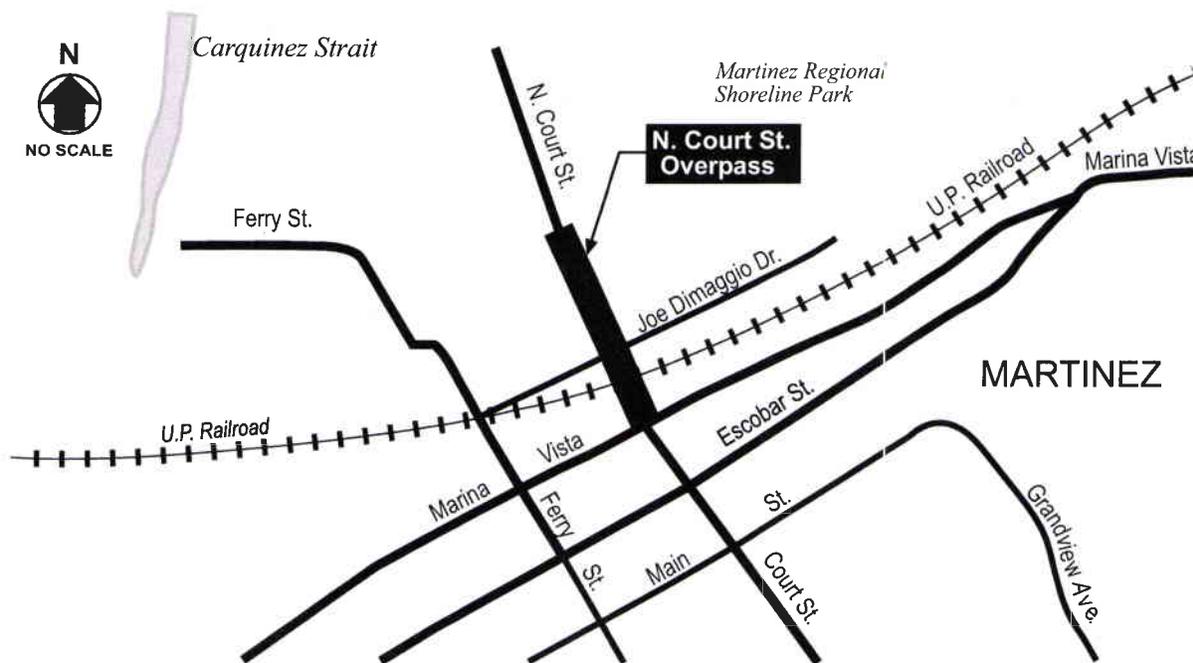
EXHIBIT D

Approved Signs for Construction Projects

The **CITY** shall install signs consistent with the specifications detailed in Exhibit D-1 or Exhibit D-2, (attached), if **PROJECT** involves construction.



Court Street Overcrossing – Phase 1



Project Number

24005

Project Sponsor

City of Martinez

Project Type

Transit

Highway

 Local Streets

Major Arterial

 Bike/Pedestrian

Other

Project Scope

Construct a 19-foot wide bicycle, pedestrian, and emergency vehicle overcrossing to span Joe DiMaggio Drive, the four tracks of the Union Pacific Railroad and Marina Vista to connect North Court Street, within the Martinez Waterfront Park, with Court Street at Escobar Street. Design the elevated structure to touchdown approximately 540 feet north, paralleling North Court Street. Add needed pavement transitions from the overcrossing to North Court Street and the existing pathways in the East Bay Regional Park.

Funding Sources (\$ in million)

Total	20.2
Measure J Transportation Sales Tax ¹	10.2
Other (TBD)	10.0

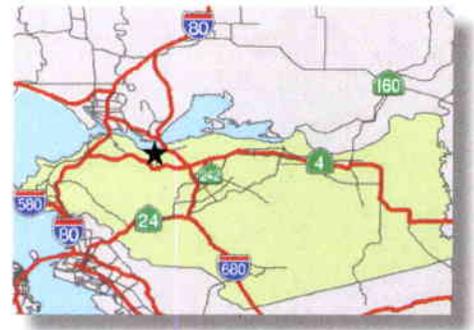
¹Measure J funds shown in escalated dollars. Actual commitment is in 2004 dollars as shown in Appendix A.

Court Street Overcrossing – Phase 1 (cont.)

Need/Purpose

The construction of this overcrossing provides a grade-separated crossing of the Union Pacific Railroad, improving safety and reducing congestion for pedestrian and bicycle traffic accessing the Martinez Waterfront. Current access to both the Park (Martinez Waterfront and Martinez Regional Shoreline) and the future Ferry Terminal is from Ferry Street, which crosses over the railroad at a gated at-grade crossing. Heavy train activity, consisting of mainline passenger, mainline freight and Ozol switching yard access leads to significant delay and congestion along Ferry Street. This facility also provides for an unobstructed emergency vehicle access linking downtown Martinez to the Park and future Ferry Terminal, and also functions as part of the San Francisco Bay Trail.

Project Location



Possible Segmentation

This project is considered the first phase of a two phase project. The second phase includes a parallel 28-foot wide two lane overcrossing that would carry vehicular traffic over Marina Vista, the Union Pacific Railroad and Joe DiMaggio Drive.

Issues

Negotiations with the East Bay Regional Park District will be necessary to determine mitigation and restoration activities for Waterfront Park.

Access to existing parking lots will need to be coordinated with the East Bay Regional Park District.

Approvals/permits will be required from PG&E, the California Public Utilities Commission (CPUC) and the Union Pacific Railroad (UPRR) for the relocation of a 60KV Overhead Transmission Line

Current Status

Conceptual engineering has been completed.

Project Schedule

