



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
September 19, 2012**

TO: Mayor and City Council
FROM: Tim Tucker, City Engineer
SUBJECT: Pacheco Transit Hub Construction and Maintenance
DATE: September 13, 2012

RECOMMENDATION:

Adopt Resolutions authorizing City Manager execute:

1. Cooperative Agreement No. 4-2427 between the City of Martinez and the State of California acting through its Department of Transportation (CALTRANS) for construction of the Pacheco Transit Hub/Park and Ride.
2. Agreement between the City of Martinez and the State of California acting through its Department of Transportation (CALTRANS) for Maintenance of the Pacheco Transit Hub/Park and Ride lot at the State Route 680/State Route 24 Interchange.
3. An agreement for Civil Engineering Consultant Services for Right-of-way, Bid and Construction Support, with NV5 not to exceed \$70,000.

BACKGROUND:

County Connection proposes to reconstruct the existing park & ride facility located in the northwest area of the I-680/SR-4 interchange on Blum Road in Pacheco (unincorporated Contra Costa County). Improvements and upgrading of the existing park & ride will include expansion, repaving, restriping, facilities for bicycles, lighting, landscaping, and the construction of a bus transit transfer facility ("transit hub"). This project will comply with ADA requirements. City staff believes this is a worthwhile project that has the potential to provide exposure to the eastern central entrance to the City.

On October 19, 2011 staff presented Council a report on the Pacheco Transit Hub Project. At that time Council provided direction to staff to proceed as partners with Central Contra Costa Transit Authority (County Connection), Contra Costa Transportation Authority (CCTA) and Caltrans in the construct and maintenance of the Pacheco Transit Hub Project.

Approval of the plans and specification by Caltrans is imminent. Caltrans is requiring approval of a recently drafted Cooperative Agreement and Maintenance Agreement as a condition of approval of the plans. Time is of the essence to approve the agreements due to changing Caltrans Standard Specifications.

As mentioned in the previous report to Council, County Connection and CCTA staff is looking for the City of Martinez to provide bidding and Construction Management for the project. CCCTA has had some recent poor experience at DVC trying to manage a construction project. Their expertise is in operating transit facilities, not managing construction projects. City staff has managed many similar projects. The project is located near the central/eastern entrance to the City and is in an area the City hopes to annex in the future. The project budget would provide funding to the City's Construction Management and Engineering Divisions to perform this task along with funds for construction.

The second component of the project is the long term maintenance of the site. Caltrans has indicated they will withhold construction approval until a long term plan is developed. County Connection does not have maintenance staff to manage the parking lot. They do however have contacts for bus shelter maintenance. This maintenance is funded through CBS advertising placed at their shelters. CCTA has received pledges to fund \$25,000 annually in maintenance costs. It is anticipated these funds are sufficient cover the maintenance of the facility. City staff will utilize low cost labor provided through the County's Work Alternative program for litter pickup, the major maintenance item for the parking lot. In addition the City would sweep the parking lot once per month. Landscape maintenance will be contracted out or performed by City forces. Maintenance will also include parking lot lighting, pavement and other infrastructure.

Should it be found that additional maintenance funding is needed in the future Caltrans staff has indicated a willingness to shepherd approval of an air lease to institute a nominal (\$1/day) parking fee to fund any maintenance shortfalls. Caltrans has implemented similar air leases at other parking facilities for this same purpose.

Thirdly staff is requesting Council authorize a Consultant Services Agreement in the amount of \$70,000 with NV5 to provide right-of-way, bidding and limited construction services support. These funds are in the Project budget.

Lastly, CCCTA Board has committed to transferring the funding they have secured for the project to the City for construction and construction management. Staff will work with the City Attorney and CCCTA to draft a Joint Project Agreement regarding the use of funds for Council Approval prior to the award of a construction contract.

FISCAL IMPACT:

CCCTA has secured funding for the construction of the Pacheco Transit Hub. Maintenance funding is provided through CCTA and potentially parking fees.

Tentative Project Budget:

Available funds:	\$2,576,114
Construction estimate base bid	\$1,901,586
Construction contingency (10%)	\$190,000
Tenant relocation	\$100,000
Environmental	\$20,000

Consultant Services	\$70,000
Testing/Const. Mgmt./Inspection	\$294,528
TOTAL	\$2,576,114

ACTION:

Adopt resolutions authorizing City Manager to execute:

1. Cooperative Agreement No. 4-2427 between the City of Martinez and the State of California acting through its Department of Transportation (CALTRANS) for construction of the Pacheco Transit Hub/Park and Ride.
2. Agreement between the City of Martinez and the State of California acting through its Department of Transportation (CALTRANS) for Maintenance of the Pacheco Transit Hub/Park and Ride lot at the State Route 680/State Route 24 Interchange.
3. An agreement for Civil Engineering Consultant Services for Right-of-way, Bid and Construction Support, with NV5 not to exceed \$70,000.

Attachments:

Resolutions

Vicinity Map & Site Plan

Cooperative Agreement

Maintenance Agreement

APPROVED BY:


City Manager

RESOLUTION NO. -12

AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENT NO. 4-2427 BETWEEN THE CITY OF MARTINEZ AND THE STATE OF CALIFORNIA ACTING THROUGH ITS DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR CONSTRUCTION OF THE PACHECO TRANSIT HUB/PARK AND RIDE.

WHEREAS, the City Council of the City of Martinez is supportive of proving commute alternatives including bus and carpool; and

WHEREAS, use of bus and carpools can reduce traffic congestion; and

WHEREAS, use of bus and carpools can reduce vehicle emissions; and

WHEREAS, use of bus and carpools can reduce greenhouse gases; and

WHEREAS, bus service is critical for those not able to afford vehicle ownership; and

WHEREAS, the construction of the Pacheco Transit Hub (Project) will encourage carpools and facilitate the use of bus service to residents of Martinez and surrounding communities; and

WHEREAS, Central Contra Costa Transit Authority (County Connection) has secured funding to design, construct and manage the Project; and

WHEREAS, the County Connection Board has requested the City of Martinez advertise the project for bids and manage the construction; and

WHEREAS, the County Connection Board has approved the transfer of said funding to the City of Martinez for the construction and management of the Project; and

WHEREAS, Caltrans has approved the Project Plans and Specifications on the condition the City enter into a Cooperative Agreement which outlines the State and City responsibilities during the management of the Project.

NOW, THEREFORE, IT BE RESOLVED by the City Council of the City of Martinez authorizes the City Manager to execute Cooperative Agreement No. 4-2427 between the City of Martinez and the State of California acting through its Department of Transportation (CALTRANS) for the construction of the Pacheco Transit Hub/Park and Ride subject to City Attorney approval to form.

* * * * *

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 19th day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

RESOLUTION NO. -12

AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT BETWEEN THE CITY OF MARTINEZ AND THE STATE OF CALIFORNIA ACTING THROUGH ITS DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR MAINTENANCE OF THE PACHECO TRANSIT HUB/PARK AND RIDE LOT AT THE STATE ROUTE 680/STATE ROUTE 24 INTERCHANGE.

WHEREAS, the City Council of the City of Martinez is supportive of proving commute alternatives including bus and carpool; and

WHEREAS, use of bus and carpools can reduce traffic congestion; and

WHEREAS, use of bus and carpools can reduce vehicle emissions; and

WHEREAS, use of bus and carpools can reduce greenhouse gases; and

WHEREAS, bus service is critical for those not able to afford vehicle ownership; and

WHEREAS, the construction of the Pacheco Transit Hub (Project) will encourage carpools and facilitate the use of bus service to residents of Martinez and surrounding communities; and

WHEREAS, Central Contra Costa Transit Authority (County Connection) has secured funding to design, construct and manage the construction of the Project; and

WHEREAS, the Project is on State owned land; and

WHEREAS, CALTRANS acting as agent for the State owned land will not allow the construction of the Project without assurance the Project will be maintained once built; and

WHEREAS, the members of the Contra Costa Transit Authority have pledged funds for maintenance of the Project once constructed; and

WHEREAS, County Connection does not have the capability to maintain such a facility; and

WHEREAS, the City of Martinez corporate limits is in the vicinity of the project; and

WHEREAS, the City of Martinez is familiar with parking lot and transit hub maintenance and has resources to maintain or to contract for the maintenance of the Project.

NOW, THEREFORE, IT BE RESOLVED by the City Council of the City of Martinez authorizes the City Manager to execute an agreement with Caltrans to maintain the Pacheco Transit Hub/Park and Ride Lot located at the State Route 680/State Route 4 Interchange subject to City Attorney approval to form.

* * * * *

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 19th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

RESOLUTION NO. -12

AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT FOR CIVIL ENGINEERING CONSULTANT SERVICES FOR RIGHT-OF-WAY, BID AND CONSTRUCTION SUPPORT, WITH NV5 NOT TO EXCEED \$70,000

WHEREAS, the City Council of the City of Martinez is supportive of proving commute alternatives including bus and carpool; and

WHEREAS, use of bus and carpools can reduce traffic congestion; and

WHEREAS, use of bus and carpools can reduce vehicle emissions; and

WHEREAS, use of bus and carpools can reduce greenhouse gases; and

WHEREAS, bus service is critical for those not able to afford vehicle ownership; and

WHEREAS, the construction of the Pacheco Transit Hub (Project) will encourage carpools and facilitate the use of bus service to residents of Martinez and surrounding communities; and

WHEREAS, Central Contra Costa Transit Authority (County Connection) has secured funding to design, construct and manage the Project; and

WHEREAS, the County Connection Board has requested the City of Martinez advertise the project for bids and manage the construction; and

WHEREAS, the City of Martinez is desirous to contract for Civil Engineering Services to assist in the managing of right-of-way services, bidding and construction oversight of the Project.

NOW, THEREFORE, IT BE RESOLVED by the City Council of the City of Martinez authorizes the City Manager to execute an agreement with NV5 for Civil Engineering Services subject to City Attorney approval to form.

* * * * *

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 19th day of September, 2012 by the following vote:

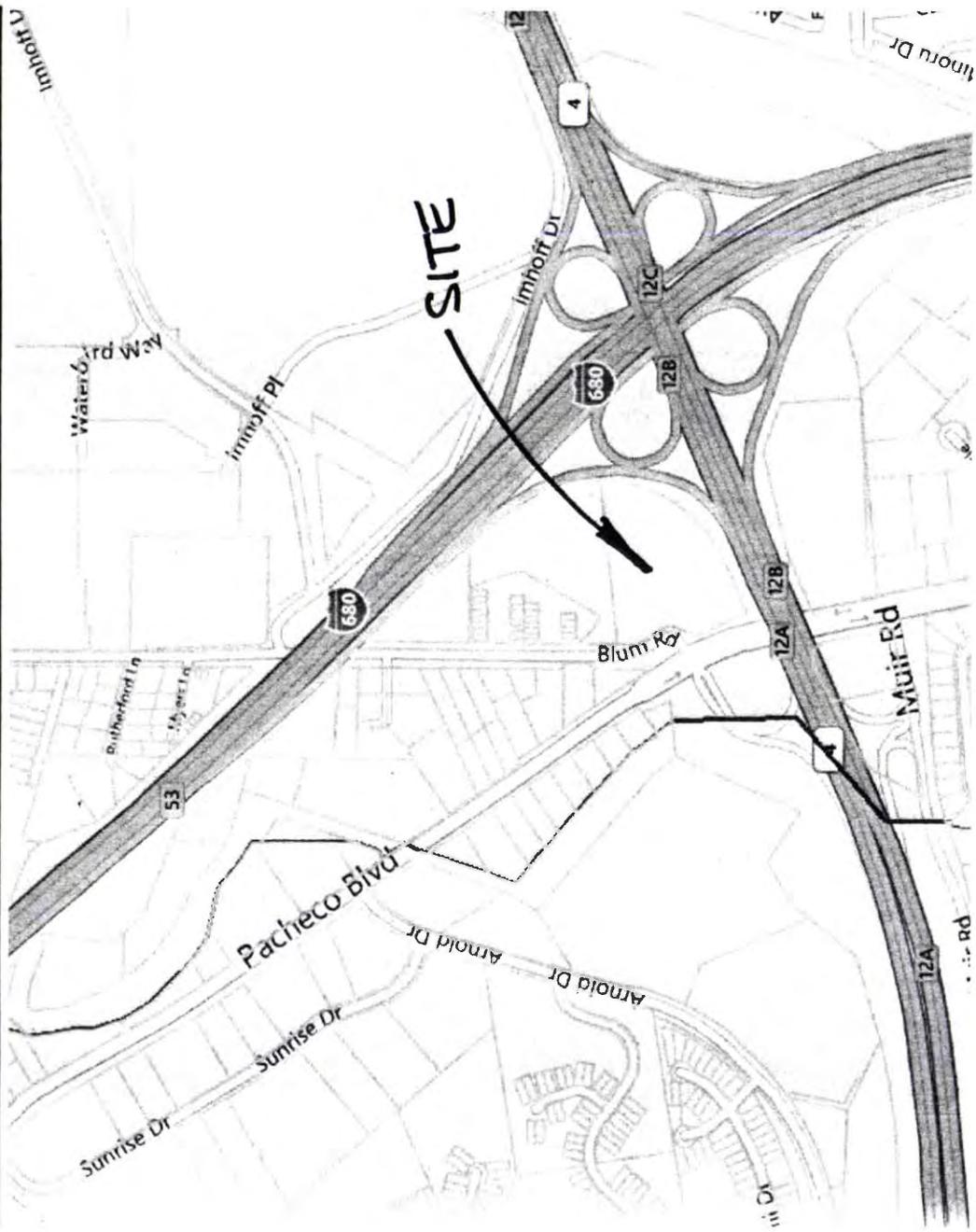
AYES:

NOES:

ABSENT:

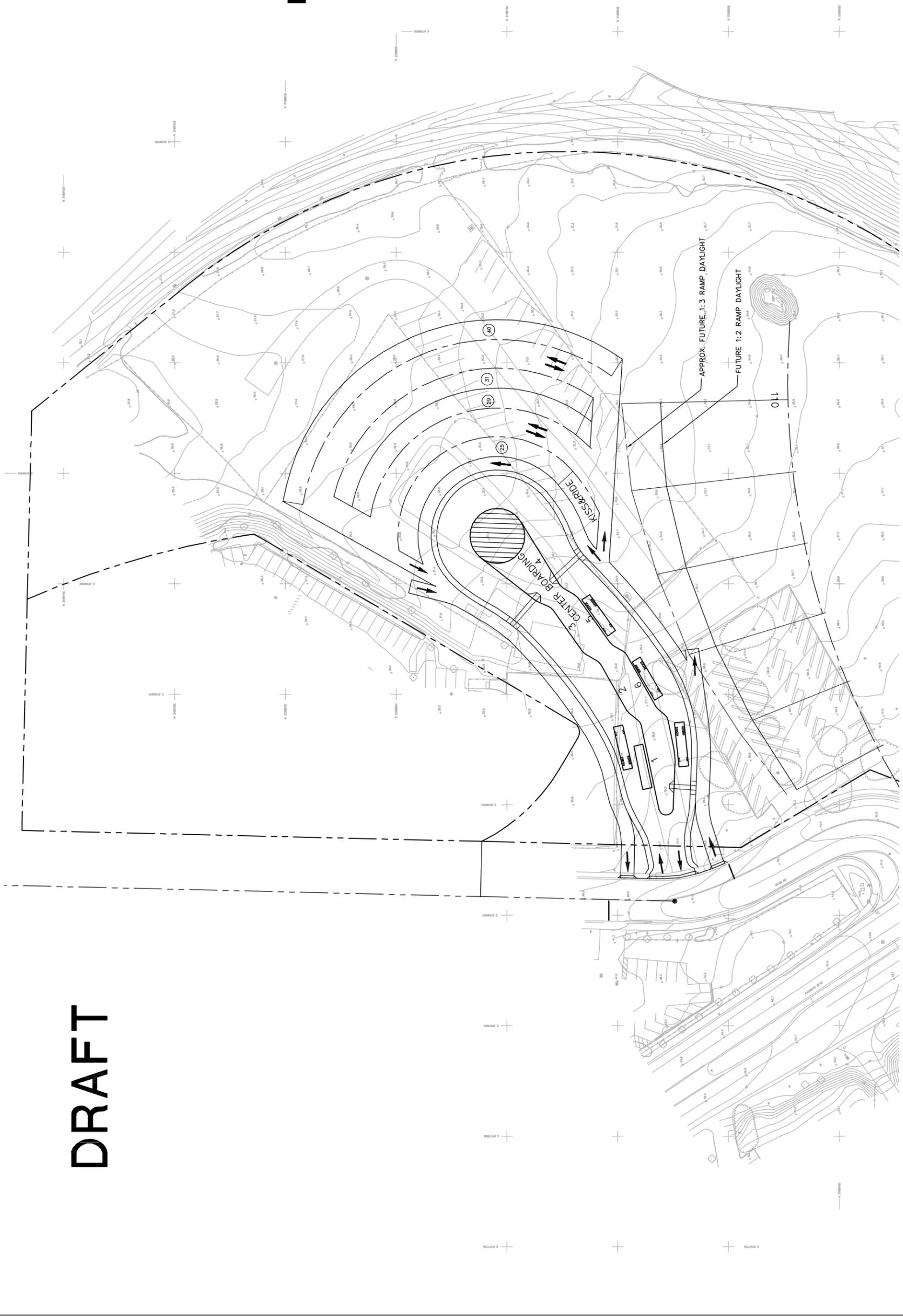
RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

CITY OF
MARTINEZ CommunityView™
CALIFORNIA



VICINITY MAP

DRAFT



DATE:	NONE	TIME:	NONE
SERVICE:	NONE	SERVICE:	NONE
PATH:	NONE	PATH:	NONE
DRAWING NAME:	NONE	DRAWING NAME:	NONE
PLOTTING VIEW:	NONE	PLOTTING VIEW:	NONE
DESIGNER:	NONE	PROJ. MGR.:	RL

NO.	BY	DATE	REVISIONS:

CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

NOTE
 BEYOND ENGINEERING
 7731 NORTH FIRST STREET, SUITE A, SAN JOSE, CA 95128
 408.982.7790 TEL. 408.982.0701 FAX WWW.BE.COM

PACHECO TRANSIT CENTER
 SITE LAYOUT - ALT. B
 PREPARED FOR: CONTRA COSTA COUNTY TRANSIT AUTHORITY
 DATE SUBMITTED: -

SHEET NUMBER	OF	SHEETS
SCALE	VERTICAL: 1" = 30' HORIZONTAL: 1" = 40'	
JOB NUMBER	WC5012600	

COOPERATIVE AGREEMENT

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

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

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within CITY's jurisdiction.
2. STATE has acquired certain lands and constructed certain improvements for SHS purposes described as the Interstate 680/State Route 4 (I-680/SR4) Interchange in Contra Costa County, herein referred to as "HIGHWAY-RIGHT-OF-WAY," a portion of which lands (the "LOT") is currently a park and ride facility and is presently not required for STATE's immediate SHS operational needs.
3. It is in the public interest to conserve energy, improve air quality, reduce congestion, lower transportation costs, reduce maintenance on existing highway facilities, decrease noise pollution, and cooperate in the joint use, protection, and maintenance of HIGHWAY-RIGHT-OF-WAY by ridesharing, including carpooling, vanpooling, and bus transit as an effective means for responding to such public goals.
4. It has been determined that the construction of a Transit Hub and expansion of the existing Park and Ride facility, referred to herein as "PROJECT," on LOT, would reduce motor vehicle congestion, improve SHS safety, and carry out the public interest.

CITY agrees to fund one hundred percent (100%) of all PROJECT capital and support construction costs as shown in Exhibit A, attached to and made a part of this Agreement, except that the costs of STATE's Independent Quality Assurance (IQA) will be borne by STATE.

5. Prior to this Agreement, Central Contra Costa Transit Authority (CCCTA) had agreed to perform the project development and construction for PROJECT, under Cooperative Agreement executed by STATE and CCCTA on February 2, 2009, (District Agreement No. 4-2128). Project Approval and Environmental Documentation (PA&ED), Plans, Specifications and Estimates (PS&E) and Right of Way (R/W) activities for PROJECT were completed by CCCTA. CCCTA will not prepare the contract documents and advertise, award, and administer the construction contract for PROJECT. STATE has allowed the agreement 4-2128 to expire and will not be enforcing it.

6. CITY will prepare the contract documents and advertise, award, and administer the construction contract for PROJECT all hereinafter referred to as "WORK."
7. Portions of HIGHWAY-RIGHT-OF-WAY on which PROJECT is to be constructed, is currently being occupied by third parties in their capacity as lessees under the STATE. STATE is taking efforts to provide these lessees accommodation elsewhere.
8. STATE is the CEQA lead agency for PROJECT. CITY is the CEQA Responsible Agency for PROJECT.
9. STATE is the NEPA lead agency for PROJECT.
10. STATE signed and approved a Categorical Exemption/Categorical Exclusion Determination Form (CE) on May 6, 2008.
11. Because the project footprint is larger than the footprint studied in 2008, an environmental revalidation for PROJECT is now needed. STATE will perform the environmental revalidation (WBS 3.255.15), herein referred to as "STATE SERVICES." CITY will reimburse STATE for STATE SERVICES performed since August 8, 2012, plus any STATE SERVICES to be performed after the execution of this Agreement, entirely from CITY's Local Funds. The budget for STATE SERVICES is currently estimated as \$20,000.
12. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to WORK.
13. The parties now define hereinbelow the terms and conditions under which PROJECT is to be constructed, financed, owned, operated, and maintained.

SECTION I

CITY AGREES:

1. To fund one hundred percent (100%) of all capital and support costs as shown in Exhibit A, except STATE's IQA cost, for WORK required for satisfactory completion of PROJECT, including, but not limited to, State furnished materials (SFM), source inspection, and the cost of contract claims paid to the construction contractor, and the cost of STATE's defense of WORK related claims which may be filed by said contractor.
2. To provide STATE all information needed for STATE SERVICES, including, but not limited to: revision to PROJECT description, if any, since the time the ED was approved; maps showing the revised footprints of PROJECT, if applicable, and an updated screening memo for cultural resources; an updated endangered species list along with a no-effect determination documentation on the California Tiger salamander, and; any pertinent technical memos, studies and supporting documents that might facilitate performance of STATE SERVICES. CITY will reimburse STATE for STATE SERVICES performed since August 8, 2012, plus any STATE SERVICES to be performed after the execution of this Agreement, entirely from CITY's Local Funds. The budget for STATE SERVICES is currently estimated as \$20,000. CITY will pay STATE an initial deposit in the amount of \$10,000 for STATE SERVICES within thirty (30) days of the receipt of STATE's invoice. Thereafter, CITY will pay STATE the monthly invoices from STATE within thirty (30) days of the receipt of said invoices.
3. That HIGHWAY-RIGHT-OF-WAY on which PROJECT is to be constructed is currently being occupied by third parties in their capacity as lessees under the STATE. STATE will provide these lessees accommodation elsewhere. CITY agrees to pay the lessees directly for the relocation cost, currently estimated as \$100,000.

4. To not use STATE funds for any WORK costs, with the exception of Public Transportation Modernization Improvement and Service Enhancement Program grant funds already dedicated to PROJECT.
5. All WORK performed by CITY, or performed on CITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures and standards that STATE would normally follow as shown in Attachment 1, attached to and made a part of this Agreement. All such WORK shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of construction.
6. To permit STATE to monitor, participate, and oversee the selection of personnel who will provide construction engineering services for WORK. CITY agrees to consider any request by STATE to avoid a contract award or discontinue the contracted services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
7. To submit a written request for any SFM identified in the PROJECT PS&E a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within fifteen (15) days of receipt of STATE's billing, the actual cost invoiced for the requested SFM. CITY may take delivery of the SFM after STATE's receipt of CITY's payment and at the location directed by STATE.
8. CITY shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline.
9. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by CITY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards WORK will mandate the inclusion and enforcement of all applicable Federal labor mandates.
10. Construction by CITY of those portions of PROJECT which lie within the SHS right of way shall not commence until CITY's contract plans involving such work, the utility relocation plans, and the right of way certification have been reviewed and accepted by STATE and encroachment permits have been issued to CITY and CITY's contractor.
11. CITY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to CITY's construction contractor.
12. To require the construction contractor to furnish both a payment and a performance bond, naming CITY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any WORK. CITY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
13. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.

14. Contract administration procedures shall conform to STATE's Construction Manual Supplement for Local Agency Resident Engineer and Local Agency Structure Representative Guidelines, and the WORK encroachment permits.
15. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual Supplement for Local Agency Resident Engineer and Local Agency Structure Representative Guidelines.
16. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way, shall be determined in accordance with Federal and California laws and regulations and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

17. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
18. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at CITY's expense.
19. All WORK, except as set forth in this Agreement, is to be performed by CITY. Should CITY request that STATE perform any portion of PROJECT work not set forth in this Agreement, CITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
20. To furnish, at CITY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
21. As a WORK cost, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer including, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor.
22. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). CITY shall also submit corrected full-sized hardcopy structure plans.
23. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from the date of final payment under the PROJECT contract, all

records and accounts relating to PROJECT construction. CITY shall retain said records and accounts longer for such periods as are required in writing by STATE.

24. If CITY cannot complete WORK as originally scoped, scheduled, and estimated, CITY will, only with STATE's prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified WORK that will, at all times, provide a safe and operable SHS.
25. If CITY terminates the WORK prior to completion, STATE shall require CITY, at CITY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to STATE. If CITY fails to do so, STATE reserves the right to finish WORK or place PROJECT in a safe and operable condition and STATE will bill CITY for all actual expenses incurred and CITY agrees to pay said bill within thirty (30) days of receipt.
26. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, CITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. CITY will notify STATE within twenty-four (24) hours of any discovery. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.

SECTION II

STATE AGREES:

1. At no cost to CITY, to provide IQA to assure that CITY's WORK is performed in full compliance with the approved PROJECT PS&E and in accordance with STATE's then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by CITY, to order any actions needed for public safety or the preservation of property on the SHS, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to CITY and CITY's contractor.
2. To make an effort to relocate the lessees who are currently occupying portions of HIGHWAY-RIGHT-OF-WAY on which PROJECT is to be constructed thus vacating the said lessees from LOT to enable construction and operation of PROJECT.
3. To provide STATE SERVICES to CITY at CITY's expense after receiving all necessary information from CITY pursuant to Section I, Article 2, of this Agreement and subject to terms and conditions stated therein.
4. STATE will invoice CITY, upon execution of this Agreement, for an initial deposit of \$10,000, which deposit represents two (2) months of estimated STATE SERVICES. Thereafter, STATE will submit to CITY monthly invoices for estimated monthly costs of STATE SERVICES based on the prior month's actual expenditures. After the parties agree that all STATE SERVICES have been rendered, STATE will submit a final accounting statement, based on which the parties will refund or invoice as necessary in order to satisfy the financial obligations pursuant to this Agreement.
5. To provide encroachment permits at no cost.
6. To provide, at CITY's cost, any SFM as shown on the PROJECT PS&E as determined by STATE to be appropriate and available during construction of PROJECT. Upon receipt of CITY's request for any such SFM, STATE will order those materials and STATE's Project Manager will have an invoice submitted to CITY for the costs of those materials. Upon receipt of those materials and CITY's payment, STATE will make those SFM available to CITY at a STATE designated site.

7. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.
8. Upon completion of WORK and all work incidental thereto, to furnish CITY with a detailed statement of the SFM costs to be borne by CITY. To thereafter refund to CITY, promptly after completion of STATE's final accounting of said WORK costs, any amount of CITY's deposits, remaining after actual SFM costs to be borne by CITY have been deducted or to bill CITY for any additional amount required for completing CITY's financial obligations assumed pursuant to this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE 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).
2. If STATE is unable to relocate the lessees even after reasonable effort, the parties will meet and reevaluate the feasibility of PROJECT which may result in the amendment or termination of this Agreement.
3. The cost of STATE SERVICES includes all direct and applicable indirect costs. STATE calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
4. The parties to this Agreement understand and agree that STATE's Independent Quality Assurance (IQA) is to ensure CITY's construction activities are in accordance with standards and procedures agreed to in this Agreement. IQA does not include any work necessary to actually develop or deliver construction activities, nor any validation to verify, nor rechecking work performed by CITY, nor providing guidance to CITY and no liability will be assignable to STATE, its officers and employees by CITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities.
5. STATE and CITY, as set forth in Exhibit B, attached hereto and incorporated herein, will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals. The cost to coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals is a WORK cost.
6. CITY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for PROJECT, unless otherwise set forth in Exhibit B. CITY will submit all said applications to STATE for review, comment and approval. CITY will submit the final applications to the appropriate regulatory agencies, unless otherwise set forth in Exhibit B. The costs to prepare, review, comment, and submit the application to the appropriate regulatory agency will be a WORK cost.
7. STATE and CITY will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each party's responsibilities in this Agreement.
8. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges will be a WORK cost.

9. STATE agrees to provide STATE SERVICES, as requested by CITY, for the environmental revalidation work required for PROJECT. The cost of STATE SERVICES will be borne entirely by CITY out of CITY's Local Funds and subject to terms and conditions stated in Section I, Article 2, of this Agreement. STATE will invoice, and CITY will pay STATE, in accordance with the terms and conditions stated in Section I, Article 3, and Section II, Article 4, of this Agreement.
10. If, during performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by CITY or STATE as a WORK cost. The CEQA Lead Agency and, if applicable, NEPA Lead Agency, shall review, comment and approve the additional environmental documentation.
11. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between the parties. Parties will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the work described herein this Agreement without the written consent of the party authorized to release them, unless required or authorized to do so by law.
12. During WORK, representatives of CITY and STATE will cooperate and consult with each other to assure that all WORK is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE representatives who are authorized to enter CITY's property during construction for the purpose of monitoring and coordinating construction activities.
13. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and agreed upon with STATE's representative(s). All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
14. CITY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through CITY's claims process. STATE's representative will be made available to CITY to provide advice and technical input in any claims process.
15. Construction contract claim(s) costs are WORK costs.
16. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with CITY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
17. The party that discovers HM will immediately notify the other party (ies) to this Agreement.
18. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

19. 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 PROJECT.
20. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.
21. STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. CITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and CITY will pay, or cause to be paid, all costs associated with HM-1 management activities.
22. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
23. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of a disposal facility.
24. STATE's acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
25. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the WORK areas open to public traffic. CITY shall take all necessary precautions for safe operation of CITY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by CITY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
26. Upon WORK completion and acceptance, subject to the approval of STATE the maintenance of Transit Hub and expanded Park and Ride facility will be that of the CITY and will be defined by the terms and conditions of a newly executed maintenance agreement.
27. While STATE will retain title to LOT, upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed on STATE's LOT for PROJECT will automatically be vested in CITY and no further agreement will be necessary to transfer ownership of those facilities to CITY.
28. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
29. Neither STATE 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 CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that, CITY, to the extent permitted by law, will defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, 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 CITY and/or its agents under this Agreement..

30. Neither CITY 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 STATE and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon STATE or under this Agreement. It is understood and agreed that, STATE, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, 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 STATE and/or its agents under this Agreement..
31. Prior to the commencement of any construction activity within the SHS right of way, either STATE or CITY may terminate this Agreement by written notice to the other party.
32. 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.
33. This Agreement will terminate upon completion of WORK and verification that all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by the parties verifying the completion of WORK. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTIES declare that:

1. Each party is an authorized legal entity under 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: _____
Helena (Lenka) Culik-Caro
Deputy District Director, Design

By: _____
Title

CERTIFIED AS TO FUNDS:

By: _____
Kevin M. Strough
District Budget Manager

Attest: _____

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney
Department of Transportation

By: _____
CITY Counsel

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By: _____
Accounting Administrator

EXHIBIT A
COST ESTIMATE

Item	STATE	CITY
Construction Capital	\$0	\$2,251,000
Construction Support	\$0	\$15,000
Source Inspection	\$0	\$310,000
Environmental Revalidation (Note 1)	\$0	\$20,000
Total	\$0	\$2,596,000

Notes:

- At CITY's request, and at CITY's expense, STATE has been performing STATE SERVICES (WBS 3.255.15) since August 8, 2012. STATE will continue to provide STATE SERVICES until the environmental revalidation work on PROJECT has been completed. CITY will reimburse STATE for STATE SERVICES performed to date, plus any STATE SERVICES after the execution of this Agreement, entirely from CITY's Local Funds.

EXHIBIT B

ENVIRONMENTAL PERMITS, APPROVALS, and AGREEMENTS							
REQUIRED PERMITS, APPROVALS & AGREEMENTS	N/A	COORDINATE	PREPARE APPLICATION	OBTAIN	IMPLEMENT	RENEW	AMEND
404 USACOE	X						
401 RWQCB	X						
NPDES SWRCB		STATE			CITY		
State Waste Discharge Requirements (Porter Cologne) RWQCB	X						
FESA Section 7 USFWS	X						
BO Section 7 USFWS	X						
FESA Section 7 NOAA/NMFS	X						
BO Section 7 NOAA/NMFS	X						
FESA Section 10 USFWS	X						
EFH - NOAA/NMFS	X						
Coastal Development Permit CCC	X						
Fed. Coastal Zone Mgt. Act - Consistency Determination CCC	X						
BCDC Permit	X						
Fed. Coastal Zone Mgt. Act - Consistency Determination BCDC	X						
1602 DFG	X						
2080.1 DFG	X						
2080(B) DFG	X						
Air Quality Permits	X						
Other (specify)	X						

ATTACHMENT 1 – SCOPE OF WORK

WBS Code	WBS Description	RESPONSIBILITY	
		STATE	CITY
3.255.15	ENVIRONMENTAL REEVALUATION	X	
5.270	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION		X
5.270.10	CONSTRUCTION STAKING PACKAGE AND CONTROL		X
5.270.10.10	CONSTRUCTION STAKING PACKAGE		X
5.270.10.20	PROJECT CONTROL FOR CONSTRUCTION		X
5.270.15	CONSTRUCTION STAKES		X
5.270.15.15	SLOPE STAKES		X
5.270.15.25	ROUGH GRADE STAKES		X
5.270.15.30	FINAL GRADE STAKES		X
5.270.15.35	DRAINAGE AND MINOR STRUCTURE STAKES		X
5.270.15.50	MISCELLANEOUS STAKES		X
5.270.15.55	PHOTOGRAMMETRIC PRODUCT FOR CONSTRUCTION		X
5.270.15.60	GROUND STAKES FOR MAJOR STRUCTURE		X
5.270.15.65	SUPERSTRUCTURE STAKES FOR MAJOR STRUCTURE		X
5.270.20	CONSTRUCTION ENGINEERING WORK		X
5.270.20.05	RESIDENT ENGINEER'S FILE REVIEW		X
5.270.20.10	PROJECT PLANS SPECIAL PROVISIONS AND ESTIMATE REVIEW		X
5.270.20.15	CONTRACT PAY QUANTITIES		X
5.270.20.20	LINES AND GRADES CONTROL		X
5.270.20.25	CONTRACTORS' FALSEWORK SUBMITTALS REVIEW		X
5.270.20.30	CONTRACTORS' TRENCHING AND SHORING SUBMITTALS REVIEW		X
5.270.20.35	SHOP PLANS REVIEW		X
5.270.20.40	COST REDUCTION INCENTIVE PROPOSALS [CRIPS] REVIEW		X
5.270.20.45	CONTRACTORS' WATER POLLUTION CONTROL PROGRAM REVIEW		X
5.270.20.50	TECHNICAL SUPPORT		X
5.270.20.99	OTHER CONSTRUCTION ENGINEERING WORK PRODUCTS		X
5.270.25	CONSTRUCTION CONTRACT ADMINISTRATION WORK		X
5.270.25.05	SECURED LEASE FOR RESIDENT ENGINEER OFFICE SPACE OR TRAILER		X
5.270.25.10	SET UP CONSTRUCTION PROJECT FILES		X
5.270.25.15	PRE-CONSTRUCTION MEETING		X
5.270.25.20	PROGRESS PAY ESTIMATES		X
5.270.25.25	WEEKLY STATEMENT OF WORKING DAYS		X
5.270.25.30	CONSTRUCTION PROJECT FILES AND GENERAL FIELD OFFICE CLERICAL WORK		X
5.270.25.35	LABOR COMPLIANCE ACTIVITIES		X
5.270.25.40	APPROVED SUBCONTRACTOR SUBSTITUTIONS		X
5.270.25.45	COORDINATION		X
5.270.25.50	CIVIL RIGHTS CONTRACT COMPLIANCE		X
5.270.25.99	OTHER CONSTRUCTION CONTRACT ADMINISTRATION WORK PRODUCTS		X

5.270.30	CONTRACT ITEM WORK INSPECTION		X
WBS Code	WBS Description	RESPONSIBILITY	
		STATE	CITY
5.270.30.05	PHOTOGRAPHED JOBSITE AND CONTRACTORS' OPERATIONS		X
5.270.30.10	INSPECTION OF CONTRACTORS' WORK FOR COMPLIANCE		X
5.270.30.15	CONTRACTORS' OPERATIONS RELATIVE TO SAFETY REQUIREMENTS DOCUMENTATION		X
5.270.30.20	DAILY DIARY OF CONTRACT OPERATIONS		X
5.270.30.25	PUNCH LIST		X
5.270.35	CONSTRUCTION MATERIAL SAMPLING AND TESTING		X
5.270.35.05	MATERIALS SAMPLING AND TESTING FOR QUALITY ASSURANCE		X
5.270.35.10	PLANT INSPECTION FOR QUALITY ASSURANCE		X
5.270.35.15	INDEPENDENT ASSURANCE SAMPLING AND TESTING		X
5.270.35.20	SOURCE INSPECTION		X
5.270.40	SAFETY AND MAINTENANCE REVIEWS		X
5.270.45	RELIEF FROM MAINTENANCE PROCESS		X
5.270.55	FINAL INSPECTION AND ACCEPTANCE RECOMMENDATION		X
5.270.60	PLANT ESTABLISHMENT ADMINISTRATION		X
5.270.65	TMP IMPLEMENTATION DURING CONSTRUCTION		X
5.270.70	UPDATED ENVIRONMENTAL COMMITMENTS RECORD		X
5.270.75	RESOURCE AGENCY PERMIT RENEWAL AND EXTENSION REQUESTS		X
5.270.80	LONG-TERM ENVIRONMENTAL MITIGATION/MITIGATION MONITORING DURING CONSTRUCTION CONTRACT		X
5.270.99	OTHER CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION		X
5.275	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION OF STRUCTURES WORK		X
5.275.10	OFFICE ADMINISTRATION WORK FOR STRUCTURES		X
5.275.20	FIELD ADMINISTRATION WORK FOR STRUCTURES		X
5.275.30	CONTRACT CHANGE ORDER INSPECTION FOR STRUCTURES WORK		X
5.275.40	SAFETY TASKS FOR STRUCTURES WORK		X
5.285	CONTRACT CHANGE ORDER ADMINISTRATION		X
5.285.05	CONTRACT CHANGE ORDER [CCO] PROCESS		X
5.285.05.05	NEED FOR CCO DETERMINATION		X
5.285.05.10	DRAFT CONTRACT CHANGE ORDER		X
5.285.05.15	CONTRACT CHANGE ORDER APPROVAL		X
5.285.05.20	PAYMENTS FOR CONTRACT CHANGE ORDER WORK		X
5.285.10	FUNCTIONAL SUPPORT		X
5.285.10.05	FIELD SURVEYS FOR CONTRACT CHANGE ORDER		X
5.285.10.10	STAKING FOR CONTRACT CHANGE ORDER		X
5.285.10.15	OTHER FUNCTIONAL SUPPORT		X
5.290	RESOLVE CONTRACT CLAIMS		X
5.290.05	ANALYSIS OF NOTICES OF POTENTIAL CLAIMS		X
5.290.10	SUPPORTING DOCUMENTATION AND RESPONSES TO NOTICES OF POTENTIAL CLAIMS		X
5.290.15	REVIEWED AND APPROVED CLAIM REPORT		X

5.290.20	DISTRICT CLAIM MEETING OR BOARD OF REVIEW		X
WBS Code	WBS Description	RESPONSIBILITY	
		STATE	CITY
5.290.25	ARBITRATION HEARING		X
5.290.30	NEGOTIATED CLAIM SETTLEMENT		X
5.290.35	TECHNICAL SUPPORT		X
5.295	ACCEPT CONTRACT/ PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT		X
5.295.05	PROCESSED ESTIMATE AFTER ACCEPTANCE		X
5.295.10	PROPOSED FINAL CONTRACT ESTIMATE		X
5.295.15	AS-BUILT PLANS		X
5.295.20	PROJECT HISTORY FILE		X
5.295.25	FINAL REPORT		X
5.295.30	PROCESSED FINAL ESTIMATE		X
5.295.35	CERTIFICATE OF ENVIRONMENTAL COMPLIANCE		X
5.295.40	LONG TERM ENVIRONMENTAL MITIGATION/MITIGATION MONITORING AFTER CONSTRUCTION CONTRACT ACCEPTANCE		X
5.295.45	POST-CONSTRUCTION TRAFFIC OPERATIONS ACTIVITIES		X
5.295.45.05	SPEED SURVEY RECORDS		X
5.295.45.05.05	SPEED SURVEY		X
5.295.45.05.10	SIGNED SPEED SURVEY		X
5.295.45.10	COMMISSION TMS ELEMENTS		X
5.295.99	OTHER ACCEPT CONTRACT/ PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT		X

AGREEMENT FOR MAINTENANCE OF THE PACHECO TRANSIT HUB/PARK AND RIDE LOT AT THE STATE ROUTE 680/ STATE ROUTE 4 INTERCHANGE

THIS AGREEMENT is made and entered into effective this _____ day of _____, 20____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as "STATE," and the Central Contra Costa Transit Authority(CCCTA), hereinafter referred to as "AUTHORITY," and the City of Martinez, hereinafter referred to as "CITY," and together referred to as "PARTIES."

A. RECITALS

1. AUTHORITY desires to construct a bus transit hub and park and ride facility, hereinafter referred to as "FACILITY," at the State Route 680/ State Route 4 interchange in Contra Costa County as shown on Exhibit A.
2. The FACILITY will be constructed by AUTHORITY under an Encroachment Permit to be issued by STATE and under STATE Cooperative Agreement No. 4-2128 executed between STATE and AUTHORITY, and made effective on February 2, 2009.
3. AUTHORITY shall operate FACILITY in accordance with said Cooperative Agreement and CITY shall maintain FACILITY as provided hereinbelow.
4. The FACILITY, which is within the AUTHORITY's service area, is located within the STATE's right of way, hereinafter referred to as "LOT," on the west side of the State Route 680/ State Route 4 interchange in unincorporated Contra Costa County.
5. PARTIES mutually desire to specify the respective FACILITY operating and maintenance responsibilities of the PARTIES, in particular the maintenance functions to be performed by AUTHORITY and CITY, and to specify the terms and conditions under which such work will be performed.

B. AGREEMENT

This Agreement shall supersede any previous Agreement relating to AUTHORITY's and CITY's maintenance of FACILITY except as provided under STATE Cooperative Agreement No. 4-2128. In consideration of the mutual covenants and promises herein contained, it is agreed:

1. CITY shall perform such maintenance work as is specifically delegated to CITY as hereinafter described under Section D. If CITY fails to perform such maintenance work, responsibility for performing such maintenance work shall rest with AUTHORITY. AUTHORITY and CITY will obtain and keep in force an encroachment permit from Contra Costa County.

2. CITY shall maintain, at CITY's expense, the entire shaded area as shown in Exhibit A, attached to and made a part of this Agreement.
3. Rights granted to AUTHORITY and CITY under this Agreement are restricted to maintenance of FACILITY. Any other use or presence by AUTHORITY and CITY or the AUTHORITY's and CITY's authorized contractors will require that a separate encroachment permit be issued to that party from STATE.
4. AUTHORITY and CITY shall not, at any time, use or permit the public to use FACILITY in any manner that will interfere with or impair the primary use of FACILITY as a park and ride lot.
5. STATE reserves its right to use those FACILITY areas within STATE's right of way for future construction, reconstruction, expansion, modification, or maintenance purposes without restriction or reimbursement to any party should FACILITY be reconfigured or closed.
6. STATE reserves the option to inspect, at random, all areas of FACILITY to assure conformance with this Agreement. Such inspection does not preempt or modify the AUTHORITY's and CITY's maintenance responsibilities assumed under this Agreement.
7. An encroachment permit from the STATE will be required for third parties if AUTHORITY or CITY contracts out the FACILITY maintenance to a contractor. Said contractor(s) shall be subject to the same inspections and responsibilities as specified herein for work performed directly by AUTHORITY or CITY. The enforcement of parking regulations by uniformed governmental personnel shall not require an encroachment permit.
8. AUTHORITY or CITY shall not erect signs of any kind within the joint use areas, except such signs as may be necessary or appropriate in connection with the operation of the FACILITY or that are required by law. Such signs shall not be attached to or painted on any STATE freeway structures or facilities except by prior written consent of STATE.
9. AUTHORITY or CITY shall erect only those highway signs on the State Highway System (SHS) right of way directing users to the FACILITY as are preapproved in writing by STATE.
10. Should STATE require all or a portion of the FACILITY for future SHS needs or if AUTHORITY should cease operations of the FACILITY for ridesharing, including carpooling, vanpooling, and bus transit, AUTHORITY shall, at STATE's written demand, remove all of, or designated portions of, AUTHORITY's improvements within LOT and will restore LOT to a standard acceptable to STATE at AUTHORITY's sole expense and all rights of joint use permitted to AUTHORITY and CITY under this Agreement shall revert back to STATE.

11. While STATE will retain title to LOT, upon satisfactory completion of all work under the Cooperative Agreement, ownership and title to all materials, equipment and appurtenances of installed FACILITY will automatically be vested in AUTHORITY.
12. Pursuant to Streets and Highways Code sections 670 et seq., STATE reserves the unlimited right to (A) implement transverse crossings of its SHS, including AUTHORITY's joint use area; and (B) develop the airspace above the LOT joint use area in the future. AUTHORITY agrees that the granting of this joint use herein shall not preclude the future development by STATE of multiple use(s) of STATE's LOT and adjacent properties on which or near the FACILITY is located.

C. MAINTENANCE DEFINED

Maintenance is defined in Section 27 of the Streets and Highway Code.

D. MAINTENANCE FUNCTIONS

The maintenance functions that are delegated to CITY, at CITY's sole expense, are as follows:

1. PAVEMENT MAINTENANCE

This maintenance includes minor pavement maintenance such as pothole repair, sweeping, and debris removal of the paved surface when necessary. It shall also include repaving of the LOT surface when the overall pavement condition deteriorates to an unacceptable level.

2. LITTER AND GRAFFITI

CITY shall be responsible for maintaining the entire shaded area as shown in Exhibit A in a condition free of litter, debris (including all broken glass) and graffiti.

3. SIGNS

CITY shall be responsible for maintaining and the installation of signage necessary for the direction and operation of FACILITY, including, but not limited to, the posting of parking regulations.

4. STRIPING

CITY shall install and maintain all striping and pavement markings required for the direction and operation of FACILITY traffic.

5. LIGHTING

CITY shall be responsible for the replacement of damaged or malfunctioning electrical installations required for public safety. CITY will maintain and pay 100% of maintenance and operations costs. CITY will also control lighting illumination to meet or exceed STATE standards and shall pay for 100% of the electrical energy costs at FACILITY.

6. SAFETY DEVICES

CITY shall be responsible for the maintenance, repair, replacement and cleaning of safety devices (located within FACILITY), including gates, fences, guardrails and markers.

7. LANDSCAPING AND GARBAGE COLLECTION

CITY shall be responsible for all landscaping, irrigation, and garbage collection services at FACILITY.

8. DRAINAGE FACILITIES

CITY shall be responsible for the maintenance, repair, replacement and cleaning of drainage facilities (located within the entire shaded area as shown in Exhibit A), including drainage structures and waterways, bioswales, and storm drainage grates.

9. BUS SHELTERS AND BENCHES

In accordance with Article B(3) of this Agreement, AUTHORITY or CITY or either of their approved contractors may install bus shelters and benches in the bus waiting area of the FACILITY for use by its passengers, and shall maintain these shelters and the surrounding areas in a neat and clean condition. AUTHORITY or CITY or either of their approved contractors may also provide and maintain electrical connections to these shelters for the purposes of providing lighting and/or transit information displays. AUTHORITY or CITY or either of their approved contractors shall arrange and pay for any necessary electrical permits from the appropriate utilities. Any advertising display panels located on the bus shelters shall be oriented such that they are not visible from any federal-aid interstate highway, in accordance with state and federal regulations.

10. PARKING REGULATIONS AND ENFORCEMENT METHODS

AUTHORITY and CITY shall allow use of FACILITY as a park-and ride lot for carpoolers and transit patrons.

AUTHORITY and CITY shall develop, and obtain STATE approval on, a set of parking regulations for the FACILITY, which shall be enforceable per the California Vehicle Code by authorized personnel of any governmental body with legal jurisdiction over the FACILITY.

E. LEGAL RESPONSIBILITIES

1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance and operation of State highways or the FACILITY different from the standard of care imposed by law.

2. Neither CITY nor AUTHORITY nor any officer or employee thereof are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this agreement.

It is understood and agreed that STATE and/or its agents will fully defend, indemnify, and save harmless CITY and AUTHORITY and all of their 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 STATE and/or its agents under this agreement.

3. Neither STATE nor AUTHORITY 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 CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY or arising under this agreement.

It is understood and agreed that CITY and/or its agents will fully defend, indemnify, and save harmless STATE and AUTHORITY 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 CITY and/or its agents under this agreement.

4. Neither STATE nor CITY 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 AUTHORITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this agreement.

It is understood and agreed that AUTHORITY and/or its agents will fully defend, indemnify, and save harmless STATE and CITY 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 AUTHORITY and/or its agents under this agreement.

F. INSURANCE:

AUTHORITY and CITY, and their contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

G. EFFECTIVE DATE AND RIGHT TO TERMINATE

This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause. Upon termination of this Agreement, AUTHORITY shall, at AUTHORITY's expense and to the extent practicable, return FACILITY to a condition substantially equivalent to the condition existing prior to the execution of this Agreement, or to a condition acceptable to STATE.

The parties are empowered by Street and Highways Code section 114 & 130 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CENTRAL CONTRA COSTA
TRANSIT AUTHORITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Chair, Board of Directors

CINDY MCKIM
Director of Transportation

Attest:

AUTHORITY Secretary

By _____
NADER ESHGHIPOUR Date
Deputy District Director
Dist 4 Maintenance

Approved as to form:

AUTHORITY Attorney

Attorney Department of Transportation

CITY OF MARTINEZ

By: _____
Mayor

Attest:

City Clerk

Approved as to form:

City Attorney