



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
March 6, 2013**

TO: Mayor and City Council
FROM: Tim Tucker, City Engineer
SUBJECT: Pacheco Transit Hub/Park and Ride Project
DATE: February 28, 2013

RECOMMENDATION:

1. Adopt resolution authorizing City Manager to execute and submit an allocation request to the Metropolitan Transportation Commission (MTC) for Regional Measure 2 funds in the amount of \$507,000 for the construction phase of the Pacheco Transit Hub/Park and Ride project.
2. Adopt resolution authorizing City Manager to execute an agreement for the transfer of project management responsibilities and funding for the Pacheco Transit Hub/Park and Ride project from the Central Contra Costa Transit Authority to the City of Martinez.

BACKGROUND:

On September 19, 2012 staff presented Council a report on the Pacheco Transit Hub/Park and Ride project. In response to the report, Council provided direction to staff to proceed as partners with Central Contra Costa Transit Authority (CCCTA) also known as County Connection, Contra Costa Transportation Authority (CCTA) and Caltrans in the construction and maintenance of the Pacheco Transit Hub/Park and Ride project.

The proposed project involves the reconstruction of 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.

Moreover, on October 19, 2012, the City Council authorized the City Manager to execute the following agreements:

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.

All of the above agreements have been executed, and City anticipates receiving approval of the plans and specifications for the construction of project improvements by Caltrans in the next few weeks.

FUNDING:

CCCTA has committed to transferring the funding that has been allocated to the project to the City for construction and construction management. A balance of \$507,000 of funds has been programmed for the project but needs the approval of an allocation request from MTC to secure the funds for construction. Attached are an Initial Project Report (IPR) and Total Project Funding Plan that will serve as the allocation request. MTC requires that this allocation request be accompanied with a resolution from the City Council authorizing its submittal.

The City Attorney and CCCTA are in the process of drafting an agreement for the transfer of project management responsibilities and funding necessary for the project to proceed. Attached is a resolution authorizing the City Manager to execute this agreement subject to approval by the City Attorney.

TRANSFER OF RESPONSIBILITIES:

The CCCTA and CCTA staff is looking to 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 budget would provide funding to the City's Construction Management and Engineering Divisions to perform this task.

LONG TERM MAINTENANCE:

In accordance with previous Council authorization, the City has executed an agreement with Caltrans for the maintenance of the project. 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.

FISCAL IMPACT:

CCCTA has secured funding for the construction of the Pacheco Transit Hub. Maintenance funding is provided through CCTA and potentially parking fees. The project is budgeted under Account No C6009.

PROJECT BUDGET:

Available funds:

Regional Measure 2 (RM2)	\$532,000 (allocated)
Regional Measure 2 (RM2)	\$507,000(in process)
PTMISEA bond*	\$703,318
Measure C	<u>\$857,878</u>
TOTAL	\$2,600,196

* Public Transportation Modernization, Improvement, and Service Enhancement Account

Estimated Costs:

Construction estimate	\$2,200,000
Tenant relocation	\$100,000
Environmental	\$20,000
Consultant Services	\$70,000
Testing/Const. Mgmt./Inspection	<u>\$210,196</u>
TOTAL	\$2,600,196

ACTION:

Motion adopting resolutions authorizing City Manager to execute:

1. Resolution authorizing City Manager to execute and submit an allocation request to the Metropolitan Transportation Commission (MTC) for Regional Measure 2 funds in the amount of \$507,000 for the construction phase of the Pacheco Transit Hub/Park and Ride project.
2. Resolution authorizing City Manager to execute an agreement for the transfer of project management responsibilities and funding for the Pacheco Transit Hub/Park and Ride project from the CCCTA to the City of Martinez.

Attachments:

Resolutions

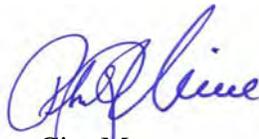
Map

Draft Agreement for Transfer of Project

Cooperative Agreement

Regional Measure 2 – IPR

APPROVED BY:


City Manager

RESOLUTION NO. -13

**AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT AN ALLOCATION
REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION (MTC)
FOR REGIONAL MEASURE 2 FUNDS IN THE AMOUNT OF \$507,000
FOR THE CONSTRUCTION PHASE OF THE PACHECO TRANSIT HUB/
PARK AND RIDE PROJECT**

WHEREAS, SB 916 (Chapter 715, Statutes 2004), commonly referred as Regional Measure 2, identified projects eligible to receive funding under the Regional Traffic Relief Plan; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 2 funds, pursuant to Streets and Highways Code Section 30914(c) and (d); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 funding; and

WHEREAS, allocations to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 2 Policy and Procedures; and

WHEREAS, CITY (City of Martinez) is an eligible sponsor of transportation project(s) in Regional Measure 2, Regional Traffic Relief Plan funds; and

WHEREAS, the Pacheco Transit Hub/Park and Ride Project is eligible for consideration in the Regional Traffic Relief Plan of Regional Measure 2, as identified in California Streets and Highways Code Section 30914(c) or (d); and

WHEREAS, the Regional Measure 2 allocation request, attached hereto in the Initial Project Report and incorporated herein as though set forth at length, lists the project, purpose, schedule, budget, expenditure and cash flow plan for which CITY is requesting that MTC allocate Regional Measure 2 funds.

NOW, THEREFORE, BE IT RESOLVED that CITY, and its agents shall comply with the provisions of the Metropolitan Transportation Commission's Regional Measure 2 Policy Guidance (MTC Resolution No. 3636); and

BE IT FURTHER RESOLVED that CITY certifies that the project is consistent with the Regional Transportation Plan (RTP); and

BE IT FURTHER RESOLVED that the year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project; and

BE IT FURTHER RESOLVED that the Regional Measure 2 phase or segment is fully funded, and results in an operable and useable segment; and

BE IT FURTHER RESOLVED that CITY approves the updated Initial Project Report, attached to this resolution; and

BE IT FURTHER RESOLVED that CITY approves the cash flow plan, attached to this resolution; and

BE IT FURTHER RESOLVED that CITY has reviewed the project needs and has adequate staffing resources to deliver and complete the project within the schedule set forth in the updated Initial Project Report, attached to this resolution; and

BE IT FURTHER RESOLVED that CITY is an eligible sponsor of projects in the Regional Measure 2 Regional Traffic Relief Plan, Capital Program, in accordance with California Streets and Highways Code 30914(c); and

BE IT FURTHER RESOLVED that CITY is authorized to submit an application for Regional Measure 2 funds for the Pacheco Transit Hub/Park and Ride project; and

BE IT FURTHER RESOLVED that CITY certifies that the projects and purposes for which RM2 funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 etseq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 etseq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et. seq. and the applicable regulations thereunder; and

BE IT FURTHER RESOLVED that there is no legal impediment to CITY making allocation requests for Regional Measure 2 funds; and

BE IT FURTHER RESOLVED that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of CITY to deliver such project; and

BE IT FURTHER RESOLVED that CITY indemnifies and holds harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of CITY, its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM2 funds. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM2 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages, and

BE IT FURTHER RESOLVED that CITY shall, if any revenues or profits from any non-governmental use of property (or project) that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs, otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC's percentage participation in the projects(s); and

BE IT FURTHER RESOLVED that assets purchased with RM2 funds including facilities and equipment shall be used for the public transportation uses intended, and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life, that the Metropolitan Transportation Commission (MTC) shall be entitled to a present day value refund or credit (at MTC's option) based on MTC's share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to MTC in the same proportion that Regional Measure 2 funds were originally used; and

BE IT FURTHER RESOLVED that CITY shall post on both ends of the construction site(s) at least two signs visible to the public stating that the Project is funded with Regional Measure 2 Toll Revenues; and

BE IT FURTHER RESOLVED that CITY authorizes its City Manager, or his designee, to execute and submit an allocation request for the construction phase with MTC for Regional Measure 2 funds in the amount of \$507,000, for the project, purposes and amounts included in the project application attached to this resolution; and

BE IT FURTHER RESOLVED that the City Manager, or his designee is hereby delegated the authority to make non-substantive changes or minor amendments to the IPR as he deems appropriate.

BE IT FURTHER RESOLVED that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the City application referenced herein.

* * * * *

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 6th day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

RESOLUTION NO. -13

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE TRANSFER OF PROJECT MANAGEMENT RESPONSIBILITIES AND FUNDING FOR THE PACHECO TRANSIT HUB/PARK AND RIDE PROJECT FROM THE CENTRAL CONTRA COSTA TRANSIT AUTHORITY TO THE CITY OF MARTINEZ

WHEREAS, the Pacheco Transit Hub Project ("Project") is a project to improve certain property owned by the State of California through its Department of Transportation ("Caltrans") near the Interstate 680/State Route 4 interchange in Contra Costa; and

WHEREAS, the Project consists of the design, construction, operation and maintenance of a transit hub and expanded park and ride facility to be used for ridesharing and bus transit, in order to reduce motor vehicle congestion, improve public safety and encourage use of public transit; and

WHEREAS, CCCTA, in partnership with the Contra Costa Transportation Authority ("CCTA"), TRANSPAC, and the City of Martinez was successful in securing funding from state and regional sources for the design and construction of the Project; and

WHEREAS, CCCTA engaged Nolte and Associates ("Nolte") to conduct environmental studies, design, and prepare construction documents for the Project; and

WHEREAS, Nolte has completed the final design for the Project; and

WHEREAS, by Resolution No. 2012-005, the CCCTA Board of Directors authorized and directed the transfer of grant funding and project management responsibilities for the Project to the CCTA or City upon completion of final design, with the understanding that CCCTA will have no further financial responsibility for the Project; and

WHEREAS, the City of Martinez is willing to assume responsibility for the Project, and has entered into Cooperative Agreement No. 04-2427 with Caltrans to prepare the bid documents, award the construction contract and administer the construction contract; and

WHEREAS, the parties desire to enter into an agreement for the transfer of grant funding and project management responsibilities to the City of Martinez upon the terms and conditions specified herein.

NOW, THEREFORE, BE IT RESOLVED that CITY authorizes its City Manager to execute an agreement for the transfer of project management responsibilities and funding for the Pacheco Transit Hub/Park and Ride 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 6th day of March, 2013 by the following vote:

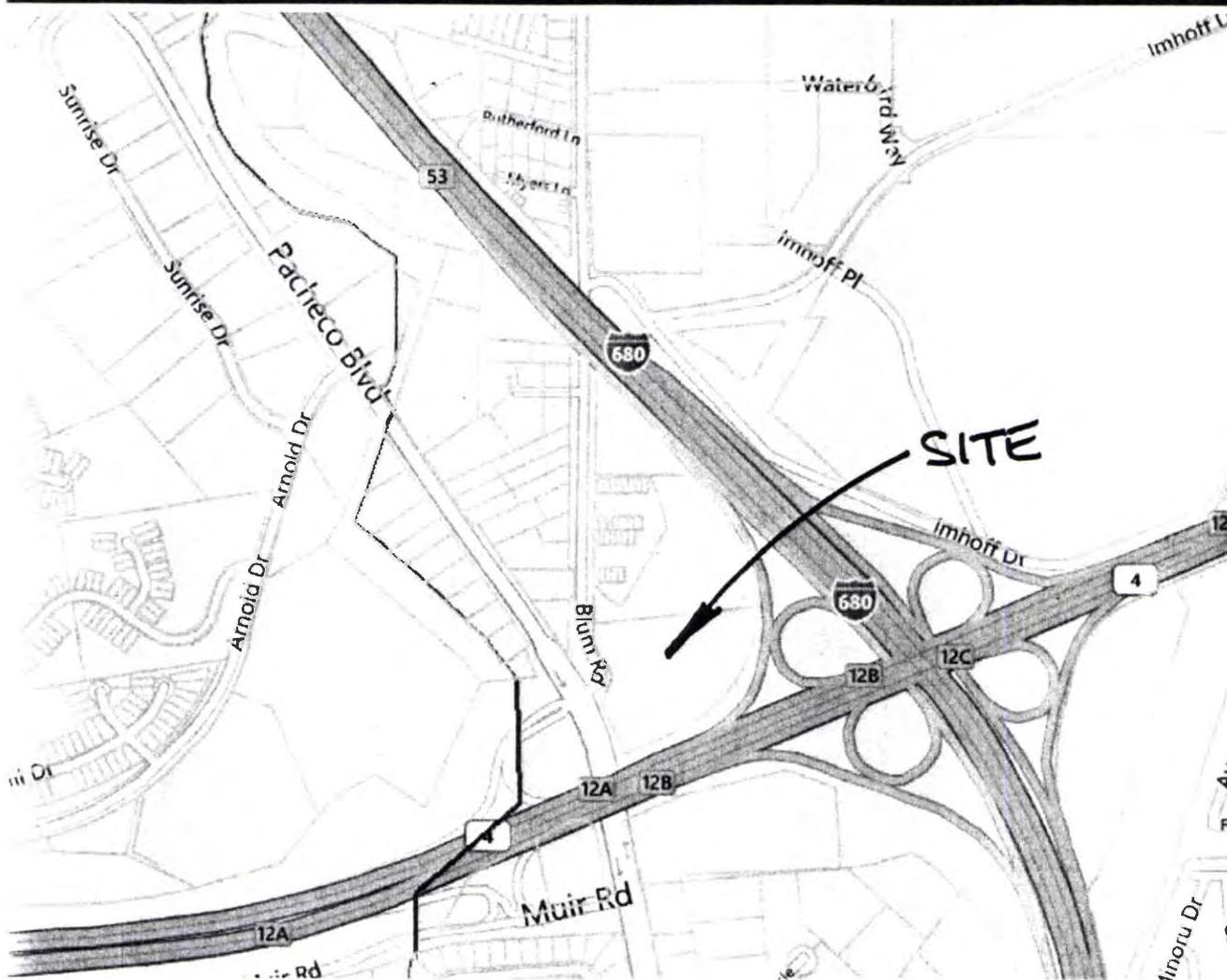
AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

CITY OF
MARTINEZ CommunityView™
CALIFORNIA



VICINITY MAP

**AGREEMENT FOR THE TRANSFER OF PROJECT MANAGEMENT RESPONSIBILITIES
AND FUNDING FOR THE PACHECO TRANSIT HUB PROJECT**

THIS AGREEMENT is entered into as of the ____ day of _____ 2013, by and between the **Central Contra Costa Transit Authority** ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 *et seq.*, and the **City of Martinez** ("City").

WHEREAS, the Pacheco Transit Hub Project ("Project") is a project to improve certain property owned by the State of California through its Department of Transportation ("Caltrans") near the Interstate 680/State Route 4 interchange in Contra Costa;

WHEREAS, the Project consists of the design, construction, operation and maintenance of a transit hub and expanded park and ride facility to be used for ridesharing and bus transit, in order to reduce motor vehicle congestion, improve public safety and encourage use of public transit;

WHEREAS, CCCTA, in partnership with the Contra Costa Transportation Authority ("CCTA"), TRANSPAC, and the City of Martinez was successful in securing funding from state and regional sources for the design and construction of the Project;

WHEREAS, CCCTA engaged Nolte and Associates ("Nolte") to conduct environmental studies, design, and prepare construction documents for the Project;

WHEREAS, Nolte has completed the final design for the Project;

WHEREAS, by Resolution No. 2012-005, the CCCTA Board of Directors authorized and directed the transfer of grant funding and project management responsibilities for the Project to the CCTA or City upon completion of final design, with the understanding that CCCTA will have no further financial responsibility for the Project;

WHEREAS, the City of Martinez is willing to assume responsibility for the Project, and has entered into Cooperative Agreement No. 04-2427 with Caltrans to prepare the bid documents, award the construction contract and administer the construction contract;

WHEREAS, the parties desire to enter into an agreement for the transfer of grant funding and project management responsibilities to the City of Martinez upon the terms and conditions specified herein.

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Project Funding. The funding that has been identified for the Project consists of the following:

A. CCTA Grant No. 09-01-P in the amount of \$857,878 (hereinafter referred to as "CCTA Grant");

B. RM-2 Allocation No. 103889036 in the amount of \$532,000 (hereinafter referred to as "RM-2 Allocation");

C. Public Transportation Modernization, Improvement and Service Enhancement Account bond proceeds for the Project, with a remaining balance of \$703,318 (hereinafter referred to as "PTMISEA Funds").

Of these amounts, the only funds that CCCTA controls are the PTMISEA bond proceeds which were disbursed to CCCTA by Caltrans as of July 29, 2009. CCCTA agrees to disburse these funds to City for eligible Project costs in accordance with the PTMISEA grant, up to the remaining balance of PTMISEA Funds. CCCTA disclaims any further interest in the CCTA Grant and RM-2 Allocation, and will cooperate with City in City's efforts to access such funds directly from CCTA and the Metropolitan Transportation Commission. Except as provided herein, CCCTA shall have no further financial responsibility for the Project, and City agrees to assume responsibility for obtaining all other funding necessary for the successful completion of the Project. As between CCCTA and City, any cost overruns for the Project shall be the responsibility of City.

2. Project Design. The environmental studies and final design for the Project as prepared by Nolte and Associates have been completed. Any further work requiring the services of Nolte, such as support services during bidding and construction, will be performed under separate agreement between Nolte and City. The parties acknowledge that CCCTA has no further responsibility with respect to the design, environmental studies, and implementation of the Project.

3. Project Management. City agrees to serve as the project manager for bidding and awarding the construction contract for the Project, managing the construction of the Project, and for managing the operation and maintenance of the facility upon completion. City agrees to undertake its responsibilities in a manner consistent with all applicable laws, statutes, ordinances, rules, regulations or requirements of federal, state or local government, and the terms and conditions of the funding grants for the Project. Among other requirements, City agrees to comply with applicable requirements of the California Public Contract Code and the California Labor Code, including competitive bidding requirements, contractor's licensing, prevailing wage provisions, and subletting and subcontracting requirements for public works. City will obtain all necessary permits for Project construction, including encroachment permits and other approvals from Caltrans.

4. Operation and Maintenance of the Project. It is anticipated that the parties will enter into a separate agreement delineating the terms and conditions for CCCTA's use of the Pacheco Hub transit facility upon its completion. Similarly, it is anticipated that City and Caltrans will enter into separate agreements delineating the terms and conditions for the construction, operation and maintenance of the facility.

5. Record Retention. City will retain intact and accessible all data, documents, reports, records, contracts and supporting materials relating to the Project. Upon request, City agrees to permit CCCTA to inspect all Project records necessary for documenting compliance with the terms and conditions for the PTMISEA Funds administered by CCCTA throughout Project construction and for four years thereafter.

6. Audit. City will provide thorough and complete accounting for all funds expended in the performance of the Project, to the extent that such funds are provided by CCCTA as set

forth in Section 1 of this Agreement. City shall be responsible for meeting audit requirements under state law, and shall make its annual audit available to CCCTA for inspection.

7. Project Reporting. City shall cooperate with CCCTA in all respects necessary to allow CCCTA to meet its reporting obligations relative to the funds expended in the performance of the Project. Specifically, City shall provide the following:

A. Narrative Progress Report. City shall prepare a narrative progress report covering accomplishments with each itemized invoice requesting reimbursement from PTMISEA Funds. The report shall contain a description of the work completed during the reporting period, tasks expected to be performed during the next period, and any explanations of problems or delays encountered or anticipated.

B. Financial report. City shall prepare a financial report covering the same reporting period specified in 7.A. above. The report shall include a balance sheet and a project expenditure statement.

8. Invoices. City shall prepare invoices for services performed and/or expenses incurred for which reimbursement is sought from CCCTA pursuant to Section 1 above. Such invoices shall be signed by an authorized representative of the City. Invoices shall be accompanied by supporting documentation, such as copies of contractor invoices and proof of payment.

9. Payment. CCCTA shall reimburse funds to City within thirty days of approval of invoices submitted. Payment shall be sent to City at the following address:

10. Indemnification. Neither CCCTA 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 under or in connection with the Project and this Agreement. It is understood and agreed that City shall fully defend, indemnify and save harmless CCCTA, its directors, officers, employees and agents from all claims, suits or actions of every name, kind and description, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by City under this agreement. 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 CCCTA under or in connection with the Project and this Agreement. It is understood and agreed that CCCTA shall fully defend indemnify and save harmless City, its officers, employees and agents from all claims suits or actions of every name, kind and description, including but not limited to tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CCCTA under this agreement.

11. Insurance. City and its contractors shall maintain in full force and effect for the duration of the Project a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the Central Contra Costa Transit Authority, its directors, officers, agents and employees as additional insureds, in an amount of \$1 million per occurrence and \$2 million annual aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to CCCTA that shall be delivered with a signed copy of this Agreement.

12. Amendments. Any changes to this Agreement shall be incorporated in written amendments. All amendments shall be executed by duly authorized representatives of the parties.

13. Notices: All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To City: Attention: _____
Address: _____
Tel: _____
Fax: _____
Email: _____

To CCCTA: Attention: _____
Address: _____
Tel: _____
Fax: _____
Email: _____

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties as of the date first above written.

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

CITY OF MARTINEZ

By: _____

By: _____

Its: _____

Its: _____

Approved as to form:

Approved as to form:

06.07.16-
03.03.00
✓06.07.01

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 29th day of November, 2012, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as "STATE," and the City of Martinez, hereinafter referred to as "CITY," and together referred to as "PARTIES."

A. RECITALS

1. CITY 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 CITY under an Encroachment Permit to be issued by STATE and under STATE Cooperative Agreement No. 4-2427 to be executed between STATE and CITY.
3. CITY shall operate and maintain FACILITY as provided hereinbelow.
4. The FACILITY 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 Contra Costa County and recently annexed by CITY.
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 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 CITY's maintenance of FACILITY except as provided under STATE Cooperative Agreement No. 4-2427. 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.
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 CITY under this Agreement are restricted to maintenance of FACILITY. Any other use or presence by CITY or CITY's authorized contractors will require that a separate encroachment permit be issued to that party from STATE.
4. 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 CITY's maintenance responsibilities assumed under this Agreement.
7. An encroachment permit from the STATE will be required for third parties if 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 CITY. The enforcement of parking regulations by uniformed governmental personnel shall not require an encroachment permit.
8. 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. 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 CITY should cease operations of the FACILITY for ridesharing, including carpooling, vanpooling, and bus transit, CITY shall, at STATE's written demand, remove all of, or designated portions of, CITY's improvements within LOT and will restore LOT to a standard acceptable to STATE at CITY's sole expense, and all rights of joint use permitted to CITY under this Agreement shall revert back to STATE.
11. While STATE will retain title to LOT, upon satisfactory completion of all work under STATE Cooperative Agreement No. 4-2427, ownership and title to all materials, equipment and appurtenances of installed FACILITY will automatically be vested in CITY.
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 CITY's joint use area; and (B) develop the airspace above the LOT joint use area in the future. CITY

agrees that the granting of this joint use herein shall not preclude the future development by STATE of multiple use(s) of 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

CITY shall be responsible for pavement maintenance, such as, pothole repair, sweeping, and debris removal of the paved surface when necessary. CITY shall also repave 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 the maintenance 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, including electrical energy costs, of FACILITY lighting and electrical installations. CITY will also control lighting illumination to meet or exceed STATE standards.

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, CITY or its approved contractor 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. CITY or its approved contractor may also provide and maintain electrical connections to these shelters for the purposes of providing lighting and/or transit information displays. CITY or its approved contractor 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

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

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 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 under this Agreement. It is understood and agreed that STATE and/or its agents shall fully defend, indemnify and save harmless CITY and all 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.
3. 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 and/or its agents shall fully defend, indemnify and save harmless STATE and all 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.
4. Prevailing Wage Requirements: Labor Code Compliance:
If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a) (1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance CITY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
5. Prevailing Wage Requirements in Subcontracts
CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

F. INSURANCE:

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 occurrence 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 STATE 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, CITY shall, at CITY'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.

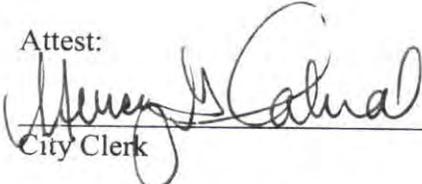
CITY OF MARTINEZ

By: 

City Manager

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

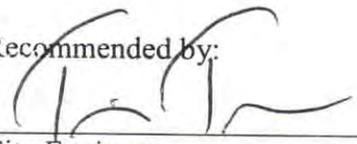
MALCOLM DOUGHERTY
Director

Attest:


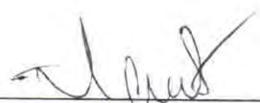
City Clerk

By:  11/29/12

NADER ESHGHIPOUR Date
Deputy District Director
Dist 4 Maintenance

Recommended by:


City Engineer



Attorney Department of Transportation

Regional Measure 2 Initial Project Report (IPR)

Project Title:

Pacheco Transit Hub

RM2 Project No.

17

Allocation History:

	MTC Approval Date	Amount	Phase
#1: 09388901	03/25/2009	50,000	IV
#2:103889036	07/22/2009	532,000	IV
#3			

Total: \$ 582,000

Current Allocation Request:

IPR Revision Date	Amount Being Requested	Phase Requested
03/06/13	507,000	V

Regional Measure 2 – INITIAL PROJECT REPORT

I. OVERALL PROJECT INFORMATION

A. Project Sponsor / Co-sponsor(s) / Implementing Agency

Central Contra Costa Transit Authority – Sponsor/Implementing agency. Responsibilities to be transferred to the City.

California Department of Transportation – District 4 – Co Sponsor

B. Project Purpose

To provide a location for staging and deploying express bus service in the I-680/SR 4 corridor for Contra Costa and Solano County bus operators.

To increase park-and-ride opportunities for carpooling.

C. Project Description (please provide details)

Project Graphics to be sent electronically with This Application

Attachment A – site plan overlaid onto aerial photograph

Construct six bay express bus hub and increase the size of an existing park and ride lot from 47 to about 115 spaces. The project will include paving, grading, sidewalks, curb, gutter, signage, bus bays, striping, utilities, landscaping, passenger shelters, bicycle racks, trash receptacles, closed circuit surveillance and in place wiring for future installation of real time transit information.

D. Impediments to Project Completion

Only impediment would be failure to obtain complete funding. At this time, funding appears to be complete. All impediments concerning property, design, and approvals have been addressed and overcome.

E. Operability

CCCTA has executed a Co Op Agreement with Caltrans to outline responsibilities for the project after completion. Since City will be maintaining the completed project, CCCTA will enter into an agreement with City to transfer project management responsibilities and funding to the City. The City will execute a Maintenance Agreement with Caltrans.

II. PROJECT PHASE DESCRIPTION and STATUS

F. Environmental –

Does NEPA Apply: Yes No

CEQA Clearance obtained (copy attached)

G. Design –

PSR/PR approved by Caltrans. Design is substantially complete.

Regional Measure 2 – INITIAL PROJECT REPORT

H. Right-of-Way Activities / Acquisition –

Caltrans Right-of-Way. Co Op Agreement signed. No R-O-W acquisition costs.

I. Construction / Vehicle Acquisition –

Not yet

III. PROJECT BUDGET

J. Project Budget (Escalated to year of expenditure)

Phase	Total Amount - Escalated - (Thousands)
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	\$92,922
Design - Plans, Specifications and Estimates (PS&E)	\$73,820
Right-of-Way Activities /Acquisition (R/W)	
Construction / Rolling Stock Acquisition (CON)	\$2,639,000
Total Project Budget (in thousands)	\$2,805,742

K. Project Budget (De-escalated to current year)

Phase	Total Amount - De-escalated - (Thousands)
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	\$62,000
Design - Plans, Specifications and Estimates (PS&E)	\$115,000
Right-of-Way Activities /Acquisition (R/W)	
Construction / Rolling Stock Acquisition (CON)	\$1,854,922
Total Project Budget (in thousands)	\$2,031,922

Regional Measure 2 – INITIAL PROJECT REPORT

IV. OVERALL PROJECT SCHEDULE

Phase-Milestone	Planned (Update as needed)	
	Start Date	Completion Date
Environmental Document	05/07	09/07
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)	03/07	10/07
Final Design - Plans, Specs. & Estimates (PS&E)	7/08	02/13
Right-of-Way Activities /Acquisition (R/W)		
Construction (Begin – Open for Use) / Acquisition / Operating Service (CON)	09/13	5/14

V. ALLOCATION REQUEST INFORMATION

L. Detailed Description of Allocation Request

These funds will be combined with Prop 1B Bond funds and local funds to complete the construction of the Pacheco Transit Center . This work includes grading, paving, curb and gutter, sidewalks, passenger loading areas, striping, passenger shelters and site furnishings (trash receptacles, bike racks, information displays), security cameras, landscaping, irrigation, and all other work to complete the project.

Amount being requested (in escalated dollars)	\$507,000
Project Phase being requested	V - \$507,000
Are there other fund sources involved in this phase?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date of anticipated Implementing Agency Board approval the RM2 IPR Resolution for the allocation being requested	March 2013
Month/year being requested for MTC Commission approval of allocation	April 2013

M. Status of Previous Allocations (if any)

**\$ 50,000 – Amended into design contract.
\$532,000 - Partial allocation for construction.**

N. Workplan

Workplan in Alternate Format Enclosed

TASK NO	Description	Deliverables	Completion Date
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Regional Measure 2 – INITIAL PROJECT REPORT

1	Final PS&E	Plans, Specs, Bid Pkg	March 2013
2	Project out to bid	Bids from contractors	June 2013
3	Construction Begins	Award of Bid, Hire Construction Mgmt	September 2013
4	Construction Complete	Project Open	April 2014

O. Impediments to Allocation Implementation

None

VI. RM-2 FUNDING INFORMATION

P. RM-2 Funding Expenditures for funds being allocated

The companion Microsoft Excel Project Funding Spreadsheet to this IPR is included

Next Anticipated RM-2 Funding Allocation Request:

VII. GOVERNING BOARD ACTION

Check the box that applies:

Governing Board Resolution attached

Governing Board Resolution to be provided on or before:

VIII. CONTACT / PREPARATION INFORMATION

Contact for Applicant's Agency

Name: Joe Enke
Phone: (925) 372-3524
Title: Senior Civil Engineer
E-mail: jenke@cityofmartinez.org
Address: 525 Herietta Street, Martinez, CA 94553

Information on Person Preparing IPR ; SAME AS ABOVE

Name:
Phone:
Title:
E-mail:
Address:

Applicant Agency's Accounting Contact

Name: Cathy Spinella
Phone: (925)372-3579
Title: Finance Manager
E-mail: cspinella@cityofmartinez.org
Address: 525 Henrietta Street, Martinez, CA 94553

Revised IPR 120905.doc