

**CONTRA COSTA COUNTY REDEVELOPMENT AGENCY
PROJECT AGREEMENT AND WORK PROGRAM**

Section I - AGREEMENT IDENTIFICATION

- | | | |
|----|-----------------------------|--|
| A. | Redevelopment Project Area: | Rodeo |
| B. | Contractor Name: | Contra Costa County |
| C. | Contractor Address: | Public Works Department 255 Glacier Drive Martinez, CA 94553 |
| D. | Contractor Contact: | Neil Leary |
| E. | Contractor Telephone: | 313-2278 |
| F. | Contractor Facsimile: | 313-2333 |
| G. | Agreement Subject: | Rodeo Downtown Infrastructure Program |
| H. | Contractor WO#: | WO# 4125 |

Section II - PARTIES

This Agreement is made and entered into as of this 12th day of April, 2011 by and between Contra Costa County through its Public Works Department ("Contractor") and the Contra Costa County Redevelopment Agency ("Agency").

Section III - CONTRACTOR'S OBLIGATION

Contractor shall provide those services and carry out that work as described herein and in accordance with the "Project Work Program" attached hereto as Exhibit A and incorporated herein by reference, subject to the terms and conditions contained herein.

Section IV - ALLOCATION PAYMENT LIMIT

Agency's total payments to Contractor under this Agreement are not to exceed \$11,443,705, described in "Cost Estimate" attached hereto as Exhibit E which is incorporated herein by reference, subject to the terms and conditions contained herein. Agency shall make payments to the Contractor described in "Payment Provisions" attached hereto as Exhibit B which are incorporated herein by reference, subject to the terms and conditions contained herein. Agency and Contractor's special provisions, if any, are described in "Exceptions" attached hereto as Exhibit F which are incorporated herein by reference, subject to the terms and conditions contained herein.

Section V - GENERAL CONDITIONS

This Agreement is subject to the "General Conditions" attached hereto as Exhibit C, and incorporated herein by reference.

Section VI - TERMS

The effective date of this Agreement is September 27, 2010 and it terminates July 10, 2041 unless terminated sooner as provided herein. There is no maintenance funding associated with this agreement.

Section VII - NOTICES

Any notice which may be required under this Agreement shall be in writing, shall be effective when received to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto:

Agency

Contra Costa County Redevelopment Agency
2530 Arnold Drive, Suite 190
Martinez, CA 94553
Attn: Steven Goetz, Redevelopment Director

Contractor

Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Julia R. Bueren, Director

AGENCY:

CONTRACTOR:

CONTRA COSTA COUNTY
REDEVELOPMENT AGENCY

CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT

By: _____

By: _____

Steven L. Goetz,
Redevelopment Director

Julia R. Bueren
Public Works Director

FORM APPROVED: County Counsel

EXHIBIT A

CONTRA COSTA COUNTY REDEVELOPMENT AGENCY
RODEO REDEVELOPMENT PROJECT AREA
PROJECT WORK PROGRAM

A. PROJECT DESCRIPTION, EXISTING CONDITIONS AND SCOPE OF WORK

A.1 PROJECT DESCRIPTION

The objective of the Rodeo Downtown Infrastructure Program (“Program”) is to identify and install infrastructure improvements that will help revitalize the downtown and waterfront area of Rodeo, including upgrading utilities, road and other infrastructure, urban design and streetscape improvements, and improvements associated with public/private partnership opportunities, such as the town center site.

The initial deliverable for the Program will include a comprehensive infrastructure study which will identify a phasing plan for the proposed infrastructure improvements, including cost estimates.

Following the submittal of the phasing plan, the Agency and Contractor will meet to agree on the scope of the first phase of the improvements. The budget and schedule for design and construction of the Phase 1 improvements will be revised at that time. Timing and budget for future phases will also be identified.

Infrastructure improvements identified and proposed as part of this Study may include missing or inadequate storm drainage facilities, utilities (sanitary sewer, water, and PG&E), insufficient streetlights, and lack of Americans with Disabilities Act (“ADA”) compliant curbs, gutters, and sidewalks.

A.2 EXISTING CONDITIONS

ROADWAYS

The Program area consists mainly of local roads between the Waterfront and 4th Street in Rodeo. These roads provide access to downtown Rodeo for the residents in the area, as well as access to the waterfront and arterial roadways such as Parker Avenue and San Pablo Avenue.

PEDESTRIAN FACILITY INFRASTRUCTURE

The pedestrian facilities within the Program area are intermittent. Some areas, including along Parker Avenue, have ADA-compliant sidewalks and curb ramps; however, there are very few ADA-compliant sidewalks and curb ramps along the residential roadways.

ACCESS OVER THE RAILROAD TRACKS

There is currently no separate pedestrian access facility linking the residential and commercial areas south of the tracks to the marina and park north of the tracks. Pacific Avenue Bridge, which allows vehicular traffic to cross the tracks, is the only available access for pedestrians.

RAILROAD AVENUE ABANDONMENT

A portion of the 300 block of Railroad Avenue is adjacent to the future Rodeo Town Plaza site. It is expected that a portion of the right-of-way along Railroad Avenue will need to be abandoned to accommodate the Town Plaza project.

DRAINAGE INVENTORY

The Program area is within an unformed drainage area. The area between 4th Street and the railroad tracks generally drains to the east to Rodeo Creek via culverts within the public roads. Rodeo Creek within the Program area is an improved concrete channel that lies at the downstream end of a 10 square mile watershed.

RIGHT -OF-WAY

Records indicate existing right-of-way for the local roads within the Program area varies from 60 to 80 feet, with the majority having a 70-foot right-of-way. Right-of-way along Parker Avenue is 85 feet and along San Pablo Avenue is 70 feet. It is unknown at this time the extent of the need for additional land rights to support the installation of the Program improvements.

UTILITIES

Public Works has sent letters to various utility providers within the Program area requesting utility service maps.

STREET LIGHT INVENTORY

Several of the roadways within the Program area have existing street lights that are maintained by Lighting District L-100. Currently the majority of the street lights along the local roads are affixed to wooden utility poles, with the exception of Parker Avenue.

A.3 SCOPE OF WORK

A.3.a PLANNING PHASE

TASK 1: Project management

Coordinate project issues with the Redevelopment Agency. Includes monthly status update meetings.

TASK 2: General inventory of improvements within project area

Public Works staff will identify the current roadway pavement width, drainage, and street light facilities in the project area, summarizing existing infrastructure and conditions. Public Works will take an inventory of the street lights in the project area and indicate whether the light is attached to a utility post. Public Works will outreach to the Flood Control and Maintenance Divisions to determine if there have been flooding issues within the project area and document findings.

TASK 3: Research of existing and proposed development

Public Works staff will review the status of existing and proposed development in the area. This may include locating as-builts for existing improvements, reviewing documents related to proposed development within the project area and coordinating with various County agencies on current or future developments. Also includes identifying the steps required to abandon a portion of Railroad Avenue at the future Town Plaza and determining the current status of the Railroad Avenue right-of-way (fee title, easement, etc.).

TASK 4: Establish standards for proposed infrastructure

Public Works Staff will establish standards for proposed infrastructure improvements based on the County Standard Plans and the Caltrans Highway Design Manual. East Bay Regional Park District (EBRPD) is considering a new pedestrian bridge structure over the railroad tracks located generally west of the Pacific Avenue Bridge. Other options include adding pedestrian facilities to a reconstructed Pacific Avenue Bridge, possibly as part of a federal bridge replacement project. The study will discuss a pedestrian bridge across the Union Pacific tracks. Any coordination with EBRPD will be led by the Agency.

TASK 5: Coordinate with utilities

Public Works Staff will initiate contact with utilities in the area (sewer, water, gas, electric, cable, phone) to identify the existing infrastructure and their plans for improvements to existing utilities or installation of new facilities. The Program can provide for critical utility deficiencies if utilities are unable to fund the needed upgrades.

TASK 6: Identify necessary improvements to meet standards

Includes identifying improvements necessary to meet the established standards.

TASK 7: Prepare the Rodeo Infrastructure Study

Includes preparation of a Study which will provide detailed information outlining the work undertaken in the steps above and will present cost estimates for improvements by street. The study will also provide phasing options for proposed improvements and associated cost estimates. Includes meeting with the Agency to decide on the first phase of improvements. The Phase I improvements are expected to use the balance of the funds currently available.

A.3.b IMPLEMENTATION PHASE

The implementation scope provides a general overview of the anticipated services provided within each task. Modifications may be necessary after Phase I improvements are identified.

TASK 1: Design

Preparation of Plans, Specs and Estimate for the Phase I project; coordination with utilities; project management; coordination with Environmental and Real Property. Manage the Phase I project through the advertisement and award phases.

TASK 2: Environmental

Obtain environmental clearance; permitting. Agency to provide staff to prepare the CEQA document unless complicated environmental issue requires Public Works expertise.

TASK 3: Real Property

Real Property labor; temporary easements; land acquisition as needed to complete the Phase I project. This work includes the partial abandonment of the excess right-of-way along Railroad Avenue at the future Town Plaza project, as identified in the Planning Phase.

TASK 4: Surveys / Right-of-Way Engineering

Identify right-of-way needs for the Phase I project; provide legal descriptions and maps to assist in real property transactions.

TASK 5: Construction Engineering

Provide construction administration for the Phase I project through construction phase, including inspection.

B. PROJECT TIME SCHEDULE/DRAW SCHEDULE

Contractor shall undertake and complete the project according to the following schedule. Contractor shall obtain Agency's written approval prior to performing work earlier or later than set forth below. Contractor may not use funds allocated to a specific phase for any other purpose without the Agency's prior written approval. Any changes to the project schedule and/or draw schedule will be treated as an administrative amendment, in accordance with Section 8(b) of Exhibit C.

C. CONTRACTOR'S DETAILED EXPENDITURE SCHEDULE

Contractor: Contra Costa County Public Works Department

Phase 1 Budget Period: 7/1/10 - 6/30/12

Phase 2 Budget Period: 7/1/12- 7/10/41

| | (a) | (b) | (c) | (d) |
|------------------------|---------------------|--------------------|------------------|--------------|
| | Agency Funds-\$ | + Agency Funds -\$ | + Other Funds-\$ | = Total |
| Budget Item | (Non-Bond Proceeds) | (Bond Proceeds) | | |
| Phase 1 | | | | |
| Infrastructure Program | | \$4,700,000 | | \$4,700,000 |
| Phase 2 | | | | |
| Infrastructure Program | \$6,743,705 | | | \$6,743,705 |
| TOTAL | \$11,443,705 | | | \$11,443,705 |

Notes: (a) Items funded by Agency capital tax increment.

- (b) Items to be funded by Agency funds - Bond proceeds. This is the maximum contribution of Agency funds. Public Works Department shall seek non- Agency funds should any future cost increases occur as this project is completed.

D. PROGRAM MONITORING

Contractor shall report at least quarterly (or more frequently if requested by the Agency) to the Agency the status of funds expended, balances remaining, and a narrative of the project status relative to the stated Work Program, and budget schedule.

E. PERFORMANCE STANDARDS

The following performance standards will be applied in implementing the Work Program.

1. If Agency funds are used for construction, provide one (1) set of the bid documents to the Agency. Bid documents to include at a minimum plans, specifications, and quantity sheets. Upon award of the construction contract, Contractor shall provide one (1) copy of the executed construction contract and the bid schedule of the successful bidder complete with unit prices and total award amount.
2. Contractor shall, at a minimum, notify applicable minority owned business firms located in Contra Costa County of bid opportunities for Agency funded projects and maintain documentation of such efforts. A listing of minority owned businesses located in Contra Costa County and neighboring counties is available from the Agency.
3. Contractor shall notify applicable local employment and referral agencies in Contra Costa County of employment opportunities for Agency funded projects and maintain documentation of such efforts. The Board of Supervisors adopted, on April 3, 1984, an "Initial Resource" policy for employers to assure continuing employment opportunities to economically disadvantaged and unemployed residents of the County.
4. Contractor shall be responsible for evaluation of prospective consultants and contractors and subsequent award of work consistent with this Agreement.
5. Contractor shall be responsible for the project and shall provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of the budget herein.
6. If the Project involves construction, Contractor shall install a sign approved by the Agency, that identifies the Agency as a funding source, no later than 30 days after the commencement of construction. The Agency's role shall be acknowledged in any advertisements, brochures, or news releases to the media.
7. If the Project involves real property acquisition, Contractor shall follow the requirements of State law, and the Federal Uniform Acquisition and Relocation Assistance Act.
8. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.
9. Integration. The Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
10. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
12. Binding on Successors, Etc. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Agency. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.
13. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
14. Counterparts. This Agreement may be executed in counterparts.
15. Survival. The following provisions in this agreement shall survive discharge:
 - (a) Exhibit C, Paragraphs 3 and 4 (Records and Retention of Records);
 - (b) Exhibit B, Paragraphs 8 and 9 (Audits and Audit Exceptions).

EXHIBIT B PAYMENT PROVISIONS

1. **Payment Basis.** Agency shall in no event pay to the Contractor a sum in excess of the total amount specified in the Payment Limit of this Agreement. Subject to the Payment Limit, it is the intent of the parties hereto that the total payment to Contractor for all services provided for Agency under this Agreement shall be only for costs that are allowable costs (see Paragraph 3 below) and are actually incurred in the performance of Contractor's obligations under this Agreement.
2. **Payment Amounts.** Subject to later adjustments in total payments in accordance with the below provisions for Cost Report and Settlement, Audits, and Audit Exceptions, and subject to the Payment Limit of this Agreement, Agency will pay Contractor an amount equal to Contractor's allowable costs that are actually incurred, but subject to "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program.
3. **Allowable Costs.** Contractor's allowable costs are only those which are determined in accordance with California Redevelopment Law (Health & Safety Code, Section 33000 et seq.) as may be revised and amended. All of the aforesaid documents are by this reference incorporated herein.
4. **Payment Demands.** Contractor shall submit a written request for payment to the Agency quarterly (or more frequently if requested by the Agency) in accordance with the above. Contractor requests shall be in the form of a memorandum describing the services performed, materials used, and the work order number/contract number, and such additional detail as necessary to support the request. Contractor shall defer billing for pre-construction engineering for 90 days after completion of this phase of the project. Contractor shall submit said memoranda for payment for services rendered no later than 90 days from the completion of the project. Contractor requests will be reviewed by the Agency for consistency with the Work Program and budget (Exhibit A). After approval by the Agency, the memorandum will be forwarded to the County Auditor's Office, authorizing payment to the Contractor.
5. **Right to Withhold.** Agency has the right to withhold payment to the Contractor by Agency notifying Contractor in writing if (a) the Contractor has failed to perform its duties under this Agreement, or has insufficiently documented same, or (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demands for payment.
6. **Payment Adjustments.** If any funds are expended by the Contractor in violation of any of the terms and conditions of this Agreement, Agency may make necessary adjustments in

payments to Contractor on account of such unauthorized or illegal expenditure. No such action taken by Agency shall entitle Contractor to reduce salaries, wages, or supportive services for any participant or to expend less during the effective period of this Agreement than those sums called for in the Project Work Program. Any such reduction in expenditures may be deemed sufficient cause for termination. Contractor shall reimburse Agency for any allocated monies which are expended in violation of this Agreement or used for unauthorized or illegal expenditures.

7. **Cost Report and Settlement.** No later than ninety (90) days following the termination of this Agreement, Contractor shall submit to Agency a cost report in the form required by Agency, showing the allowable costs that have actually been incurred by Contractor under this Agreement. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Agreement exceed the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above, Agency will remit any such excess amount to Contractor, but subject to Payment Limit of this Agreement. If said cost report shows that the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above exceed the allowable costs that have actually been incurred by Contractor under this Agreement, Contractor shall remit any such excess amount to Agency.
8. **Audits.** The records of the Contractor may be audited by the Agency, County or State government, in addition to any certified cost report or audit required by Paragraph 7 (Cost Report and Settlement). Any certified cost report or audit required by Paragraph 7 shall be submitted to Agency by Contractor within such period of time as may be expressed by applicable State law, regulations, policies or contracts, but, in no event later than 18 months from the termination date of this Agreement. If such audit(s) show that the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above exceed the allowable costs that have actually been incurred by Contractor under this Agreement, including any adjustments made pursuant to Paragraph 7 (Cost Report and Settlement) above, then Contractor agrees to pay to Agency within 30 days of demand by Agency any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Agreement exceed the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above, including any adjustments made pursuant to Paragraph 7 (Cost Report and Settlement) above, then Agency agrees to pay to Contractor any such excess amount, but subject to Payment Limit of this Agreement.
9. **Audit Exceptions.** In addition to its obligations under Paragraph 8 (Audits) above, Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate County, Agency or State agencies occurring as a result of its performance of this Agreement. Contractor also agrees to pay to the Agency within 30 days of demand by Agency the full amount of the Agency's liability, if any, to the State government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

EXHIBIT C
GENERAL CONDITIONS

1. **Compliance with Law.** Contractor shall submit to and comply with all Federal, State and local laws and regulations applicable to public agencies with respect to its performance hereunder.
2. **Inspection.** Contractor's performance, place of business and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of the Agency, the County, and the State of California.
3. **Records.** Contractor shall keep and make available records for inspection by authorized representatives of the Agency, County, and the State of California during the Contractor's regular business hours pertaining to this Agreement and such additional records as may be required by the Agency.
4. **Retention of Records.** The Contractor and Agency agree to retain all documents pertaining to this Agreement for three years from the date the Board of Supervisors accepts the project as complete, except as follows:
 - (a) Records that are the subject of audit findings shall be retained for three years after such findings have been resolved.
 - (b) Records for any displaced persons shall be retained for three years after (s)he has received final payment.
5. **Termination.**
 - (a) Failure to Perform. In the event the Contractor fails to perform properly any of its obligations hereunder and such failure of performance is not cured by the Contractor within thirty (30) days after receipt of written notice from the Agency, the Agency may, in addition to any other remedies, complete the Contractor's obligations in any reasonable manner it chooses, take possession of any real or personal property associated with the project, and construct, operate or maintain the project as the Agency may deem necessary to fulfill requirements of the adopted Redevelopment Plan. The Contractor agrees to reimburse the Agency for any costs or expenses incurred by the Agency because of said failure to perform and also agrees to convey title to any real property acquired by Contractor with project funds should Agency request such title.
 - (b) Cessation of Funding. In the event the Agency funding for this Agreement ceases, this Agreement is terminated.
 - (c) Failure by the Contractor to perform properly any of its obligations under this Agreement may be cause for suspension of all obligations of the Agency there under.
 - (d) If termination of this Agreement is by mutual consent, the Agency and Contractor will bear a proportional share of all costs relative to the committed financing incurred prior to termination.
6. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Agreement including, but not limited to, monitoring, auditing, billing or regulatory changes, may be developed and set forth in written "Informal Agreement" entered between the Contractor and the Agency. Such "Informal Agreements" when entered shall not be modifications to this Agreement except to the extent that they further detail or clarify that which is already required hereunder.

Further, any "Informal Agreement" entered may not enlarge in any manner the scope of this Agreement, including any sums of money to be paid the Contractor as provided herein. "Informal Agreements" may be approved for, and executed on behalf of the Agency by the Agency Executive Director or his Designee.

8. Modifications and Amendments.

- (a) General Agreements. This Agreement may be modified or amended only by a written document executed by the Contractor and the Agency.
- (b) Administrative Amendments. Subject to the Payment Limit, only the Payment Provisions and the Project Work Program may be amended by a written administrative amendment executed by the Contractor and the Agency Executive Director or his Designee, provided that such administrative amendments may not materially change the Payment Provisions or the Project Work Program.
- (c) Extension of Term for Performance. Without requiring Contractor to provide consideration in addition to that supporting this Agreement, the Agency may grant Contractor an extension of time for performance, beyond that time specified above under Section VI - TERMS. Any such extension must be in writing and shall be at the sole discretion of the Agency.

9. Disputes. Disagreements between the Agency and Contractor concerning the meaning, requirements or performance of this Agreement shall be subject to final determination in writing by the Executive Director of the Agency.

10. Retained Powers. All powers not explicitly invested in the Contractor remain in the Agency.

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EXHIBIT E
COST ESTIMATE

Contra Costa County - Public Works Department

Project Name: Rodeo Downtown Infrastructure Program
 Project Location: Downtown Rodeo (Waterfront to 4th Street)
 Prepared by Jenna Caldwell, Transportation Division

| TASK | COST ESTIMATE |
|--|--------------------|
| Planning | \$180,000 |
| Project management | \$10,000 |
| General inventory of improvements within project area | \$21,000 |
| Research of existing and proposed development | \$35,000 |
| Establish standards for proposed infrastructure | \$18,000 |
| Coordinate with utilities | \$18,000 |
| Identify necessary improvements to meet standards | \$22,000 |
| Prepare the Rodeo Infrastructure Study | \$27,000 |
| Contingency (20%) | \$29,000 |
| Implementation of Phase 1 of Program | |
| Design | \$559,000 |
| Environmental | \$255,000 |
| Real Property | \$382,000 |
| Surveys / Right-of-Way Engineering | \$150,000 |
| Construction Engineering | \$382,000 |
| Contract Items | \$2,537,000 |
| Contingency (10% of Contract Items plus Construction Engineering) | \$255,000 |
| Total Budget for Phase I | \$4,700,000 |

Phase 2 Schedules and Cost Estimates to be determined. Total Budget for Phase II is \$16,760,000.