

COOPERATIVE AGREEMENT

BETWEEN

**THE SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY**

AND

THE CITY OF SAN JOSÉ

FOR

**THE ALUM ROCK-SANTA CLARA
BUS RAPID TRANSIT (BRT) PROJECT**

OPERATION AND MAINTENANCE

IN

THE CITY OF SAN JOSÉ

November 6, 2018

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

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November 6, 2018

COOPERATIVE AGREEMENT BETWEEN THE SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY AND THE CITY OF SAN JOSÉ FOR THE ALUM
ROCK-SANTA CLARA BUS RAPID TRANSIT (BRT) PROJECT
OPERATION AND MAINTENANCE IN THE CITY OF SAN JOSÉ

WHEREAS, the Santa Clara Valley Transportation Authority (VTA) is a special district created pursuant to the California Public Utilities Code Sections 100,000 et seq.; and

WHEREAS, the City of San José (City) is a duly established municipal corporation organized and existing under the laws of the State of California; and

WHEREAS, VTA has completed the Alum Rock-Santa Clara (AR-SC) Bus Rapid Transit (BRT) Project; and

WHEREAS, VTA constructed the Project (defined below) in accordance with contract documents previously reviewed and approved by the Parties hereto.

WHEREAS, the City owns the land underlying the Project as well as the streets that were constructed as a part thereof; and

WHEREAS, the City and VTA will divide maintenance responsibility, and the Parties desire to define the maintenance responsibility for each facet of the Project between the City and VTA; and

WHEREAS, the Parties desire to set forth the principles, which will govern their cooperation during operation and maintenance of the Alum Rock-Santa Clara BRT system through the City;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and VTA, sometimes collectively referred to herein as the "Parties", have entered into this Cooperative Agreement (Agreement) effective on the date set forth on the signature page hereof and hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Bus Rapid Transit (BRT): Bus rapid transit service along portions of Santa Clara Street and Alum Rock Avenue shown in **Exhibit A**.

BRT Corridor: The 7.2 miles of roadway, commencing at the western terminus at Arena Station on Santa Clara Street to the Alum Rock Transit Center on Capitol Avenue, and continuing south on Capitol Expressway and terminates at the Eastridge Transit Center, which roadway is shown on **Exhibit A**.

Median Busway: The curbs, delineators and signage attached directly to the busway surface shown on **Exhibit B** as well as the pavement, pavement striping, markers, and special BRT signals.

BRT Station Operating Envelope: Land used for Station platforms, including concrete bus pads with curbs and Station median islands at King Road and Jackson Avenue. Station median islands include hardscape, delineators, markers, landscaping, and signage installed for BRT bus operations to deter vehicles away from median busway stations at roadway intersections.

Emergency Work: The remediation of an unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate attention.

Facility: Any physical structure, element or component constructed, installed or modified by the VTA's contractor(s) including, but not limited to: roadway, roadways, communications system, bike lanes, signals, lighting, sidewalks, passenger Stations, structures, sound walls, and landscaping.

Maintenance: Performance of repair, rehabilitation and cleaning operations to retain or return a facility to a safe and satisfactory condition, as close to "new" as possible and comparable to the condition of the facility at the time of its acceptance by VTA or City.

Project: The BRT-related improvements constructed by VTA within the BRT Corridor.

Station: The passenger loading facilities for the BRT system, including platforms, canopies, barriers and railings, pedestrian access walkways, special handicapped access facilities, functional and architectural features, storm drainage, water and lighting facilities and included landscaping. The boundaries of the Station shall also include the roadway barrier, if any, and shall extend up to the edge of the busway/ bus pad.

ARTICLE 2 - ACCEPTANCE OF PROJECT; WARRANTIES

Upon acceptance by City and VTA of the Project, VTA will have custody and control of all VTA-owned facilities and the City will have custody and control of all City-owned facilities. Upon acceptance of such facilities each party will become the sole beneficiary of all contractor-supplied warranties pertinent to such facilities. During the warranty period, VTA will enforce these warranties but City will be responsible for notifying VTA of the need for warranty work on those portions of the work which are City-owned. VTA will supply warranty information to City for City-owned facilities.

ARTICLE 3 – OPERATIONS

VTA will assure that all transit operations will comply with all applicable CPUC regulations and with specific operational features contained in the CPUC crossing applications which were reviewed and concurred in by the City. To the extent permitted by law, VTA will be responsible for assuring (i) predictable and consistent operating schedules; and (ii) the safety of passengers, pedestrians, vehicles and the system. City shall be fully responsible for maintaining transit signal priority in the BRT Corridor in accordance with **Exhibit D**, the Transit Signal Priority

Matrix. The City and VTA must collaborate on any pilot projects or permanent changes to BRT signal priority.

ARTICLE 4 - MAINTENANCE

Each Party will be liable for the costs of maintaining the items for which it is responsible as set forth in **Exhibit C** - "Division of Operations and Maintenance Responsibilities Matrix."

Notwithstanding the foregoing, either Party may, at the request of the other, perform certain Maintenance activities on behalf of the other Party. In addition, either Party may perform Emergency Maintenance (defined below) on behalf of the other; for purposes of this Agreement, "**Emergency Maintenance**" will be defined as Maintenance that responds to a condition that threatens imminent injury or death to persons or damage to property. In such situations, the Party performing the Emergency Maintenance will inform the other Party as soon as reasonably possible such maintenance activities.

Where any of the situations referenced in the preceding paragraph occur, costs incurred by the Party that performed the Maintenance on behalf of the other will be reimbursed (subject to appropriation) within 30 calendar days by the Party responsible for that item of Maintenance, pursuant to the division of responsibility specified in **Exhibit C**, provided that the performing Party shall give advance notice and obtain the concurrence in writing from the responsible Party. The Parties will only perform routine and ordinary Maintenance operations at such times as will not adversely impact the operations of the BRT, roadway, traffic intersections (both signalized and unsignalized), pedestrian and bicycle systems or access to adjacent properties. Wherever possible, the Parties shall give each other a minimum of three (3) days advance notice for the performance of routine or ordinary Maintenance activities if such activities might interfere or impact the operations or Maintenance activities of the other Party. The Parties will give each other a minimum of five (5) days advance notice when one party needs written approval to perform work and reimbursement is expected. Emergency Maintenance will be expeditiously performed as required. Permits may be required based on the nature of the work as further set forth in **Exhibit C**.

City acknowledges that, under the City Encroachment Permit, any party proposing to do construction work within the public right of way, is required to obtain, as necessary, all permits from VTA for any work that will impact BRT ("Bus Rapid Transit").

In the event of Emergency Maintenance after hours or during regular business hours, the City will notify the VTA Operations Control Center (OCC) at (408) 546-7688 immediately on the nature, location and duration of the work. VTA will notify the City's Emergency Dispatch Center at (408) 277-8956.

VTA shall work with the City cooperatively and provide permits as expeditiously as possible at no cost to the City for any routine maintenance, repair or rehabilitation work on any part of the original BRT construction, including fibers, signals, median islands, landscaping, etc. However,

permit fees will be assessed by VTA for any future capital improvements within the BRT envelope or impacting BRT operations.

Upon mutual written agreement, the City's Director of Transportation or his designee and VTA's General Manager (or his/her designee) may amend Exhibit C to alter the maintenance responsibilities of the Parties.

ARTICLE 5 – INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, City and VTA agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, council/board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Easement Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, council/board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other party under this Easement Agreement. The obligations set forth in this paragraph will survive termination and expiration of this Easement Agreement.

ARTICLE 6 – NOTICES

Except as otherwise specifically described herein, all communications with respect to this Agreement shall be given by first class mail to the Parties as follows, or to such other person or address as the Parties may designate in writing from time to time:

To VTA: Santa Clara Valley Transportation Authority
Inez Evans
Chief Operations Officer
3331 North First Street, Bldg B
San José, CA 95134-1906

To CITY: City of San José
Jim Ortbal, Director
Department of Transportation
200 E. Santa Clara St - Tower 8
San José, CA 95113

ARTICLE 7 – DISPUTES

If a question arises regarding interpretation of this Agreement or the performance, or the alleged failure to perform, of a Party, the Party raising the question or making the allegation shall give written notice thereof to the other Party. The Parties shall promptly meet and use their best efforts to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution may be pursued by mutual agreement. Each party shall bear their own costs in making use of alternative dispute resolution methods. It is the express intent of the Parties that litigation be avoided to the extent reasonably possible as a method of dispute resolution.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained therein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties relative thereto.

Headings: The subject headings of the articles and paragraphs in this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

Severability: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

Construction and Interpretation of Agreement: This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

Term of Agreement: This Agreement shall be effective upon the date set forth on the signature page hereof and shall extend until terminated by mutual agreement of the parties. The Parties may at any time mutually agree to amend this Agreement in whole or in part.

IN WITNESS WHEREOF, City and VTA have entered into this Agreement as of the date last written below.

Santa Clara Valley Transportation Authority

City of San José

Nuria I. Fernandez
General Manager

Toni J. Taber, MMC
City Clerk

Date _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Victor Pappalardo
Senior Assistant Counsel

Jon Calegari
Deputy City Attorney

EXHIBITS

Exhibit "A"

Alum Rock Santa Clara BRT Corridor Map



VTA MAINTENANCE

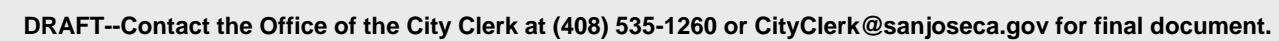
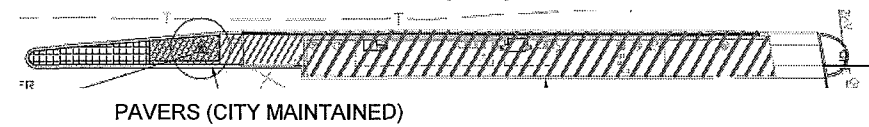
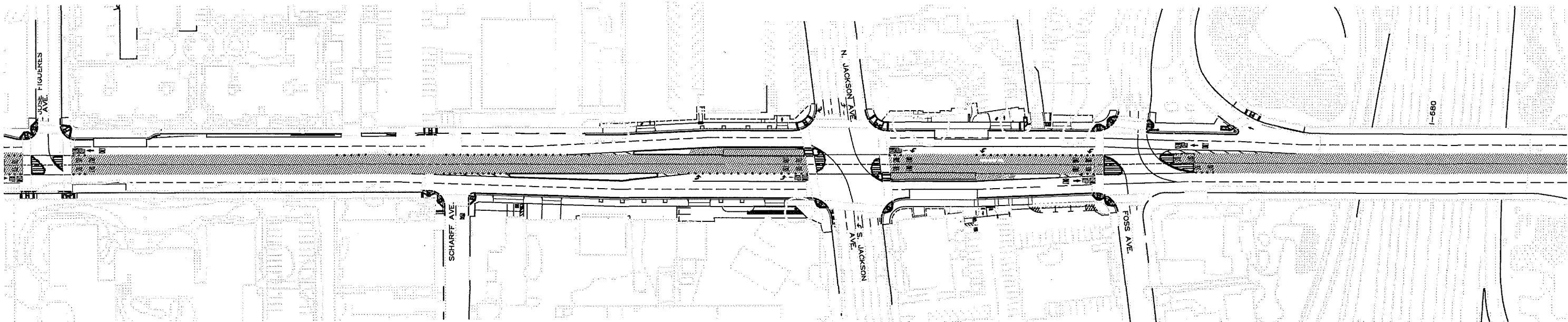


EXHIBIT "B" ALUM ROCK MEDIAN BUSWAY

 VTA MAINTENANCE



MEDIAN BUS STATION (EB)



PAVERS (CITY MAINTAINED)

MEDIAN BUS STATION (WB)



PAVERS (CITY MAINTAINED)

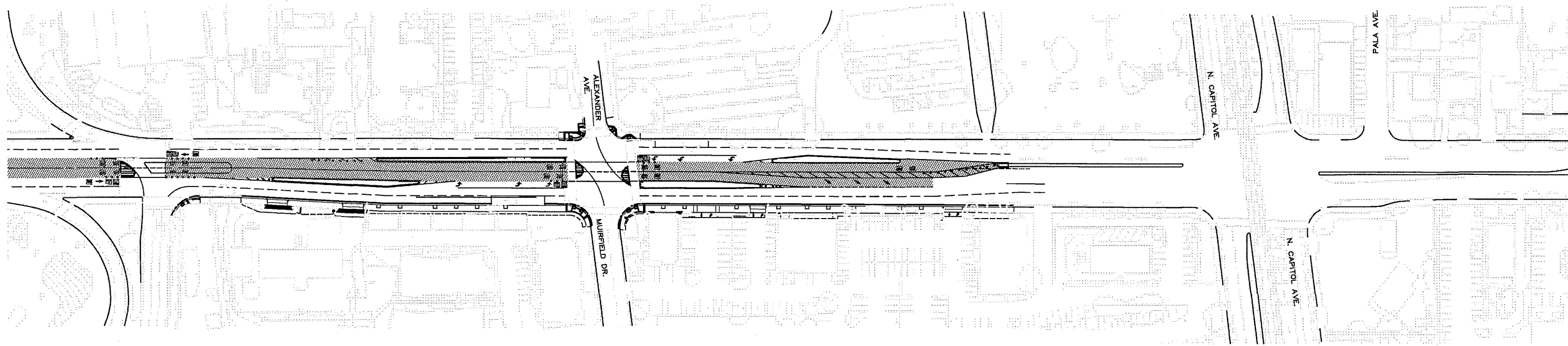


EXHIBIT “C” DIVISION OF O&M RESPONSIBILITIES MATRIX

EXHIBIT “C”
DIVISION OF OPERATIONS AND MAINTENANCE RESPONSIBILITIES MATRIX

CATEGORY	CITY	VTA
Traffic Signal System and Signs	<ul style="list-style-type: none"> • All components of the vehicular and pedestrian traffic signals and traffic signal signage within City rights-of-way including traffic signal heads, pedestrian crossing signal head, audible signal, masts arms, poles, vehicle detectors, internally illuminated street name signs, signal interconnect, emergency vehicle preemption, traffic signal controllers, power service, and associated conduits and cables. • All components of the traffic signal system directly related to BRT operations, including BRT signal heads, blankout signs (flashing no-left-turns), median nose pedestrian push buttons, transit signal priority, detectors and associated poles, conduit and cable located within the BRT dedicated Median Busway and Station Operating Envelope. • Furnish and install software updates to the transit signal priority detector central system. • Maintenance of City traffic signal facilities located within the BRT dedicated Median Busway and Station Operating Envelope shall conform to meet the requirements of the latest VTA Construction Access Permit. VTA shall work cooperatively with the City to issue the necessary permit(s). A separate Construction Access Permit shall not be required for routine City Maintenance. • In case of emergency, all repairs in all categories shall be made immediately. 	<ul style="list-style-type: none"> • BRT traffic signal signage within the BRT dedicated Median Busway and Station Operating Envelope. • Maintenance of VTA traffic signal facilities located within the City right-of-way, or the need to occupy any portion of the City right-of-way to include traffic lanes, sidewalks, etc., to perform such Maintenance activities, requires an encroachment permit from the City. City shall work cooperatively with VTA to issue the necessary permit(s). A separate encroachment Permit from the City shall not be required for routine VTA Maintenance.
Transit Signal Priority	<ul style="list-style-type: none"> • City & VTA will agree to the parameters of transit signal priority. See Exhibit E for description of operating parameters. 	<ul style="list-style-type: none"> • City & VTA will agree to the parameters of transit signal priority. See Exhibit E for description of operating parameters.

CATEGORY	CITY	VTA
Lighting	<ul style="list-style-type: none"> • All street lighting in City right-of-way . • All pedestrian lighting in City right-of-way, except on Station platforms. 	<ul style="list-style-type: none"> • All Station and pedestrian lighting at BRT Stations.
Fencing	<ul style="list-style-type: none"> • Fencing in City right-of-way and outside the BRT dedicated Median Busway and Station Operating Envelope. 	<ul style="list-style-type: none"> • All fencing, barriers, gates or screening within the BRT dedicated Median Busway and Station Operating Envelope including Transit Center areas.
Signs, Pavement and Curb Markings	<ul style="list-style-type: none"> • All signs, pavement markings and curb markings, striping legends, arrows and raised pavement markers on City streets and outside of the BRT dedicated median busway and station operating envelope. 	<ul style="list-style-type: none"> • All signs, pavement and curb markings, striping legends, arrows, and raised pavement markers within the BRT dedicated Median Busway, Station Operating Envelope and Transit Centers. This includes hardscape installed to deter vehicles away from busway Stations at intersections.
Roadway	<ul style="list-style-type: none"> • Pavement, roadway, curbs, and sidewalks in City right-of-way and outside of the BRT dedicated Median Busway and Station Operating Envelope. • Roadway approaches (pavement, striping, pavement delineators, etc.), and roadway appurtenances and highway guardrail located in City right of way and outside of the BRT dedicated Median Busway and Station Operating Envelope. • Median islands outside of stations. 	<ul style="list-style-type: none"> • All paved or concrete surfaces within the BRT dedicated Median Busway and Station Operating Envelope, including bus pads.
Landscaping	<ul style="list-style-type: none"> • All landscaping, irrigation (including controllers) and hardscape located within City right-of-way and outside the BRT dedicated Median Busway and Station Operating Envelope. 	<ul style="list-style-type: none"> • Landscape and irrigation within the BRT dedicated Median Busway and Station Operating Envelopes, in transit centers and in all other areas of VTA control. • Irrigation controllers that service VTA maintained landscaping.

CATEGORY	CITY	VTA
BRT Stations	<ul style="list-style-type: none"> Grated line drains at the 17th and 24th street BRT Stations (both EB and WB). Provide water service for platform maintenance at WB Arena Station (from Arena) and EB City Hall Station (from City Hall) See Exhibit F for areas of responsibility for curbside stations. 	<ul style="list-style-type: none"> All BRT Stations and all related appurtenances. BRT Station facilities including, but not limited to, signs, bus pads, shelters, lighting, benches and trash containers. Advertising panels. See Exhibit F for areas of responsibility for curbside stations.

CATEGORY	CITY	VTA
Inter-Station Communications	<ul style="list-style-type: none"> • City shall be responsible for damage to the inter-station communication system outside the dedicated Median Busway and Station Operating Envelope caused by or arising out of the actions or omissions of City or its contractors or representatives. • Communication damages caused by the City or its contractors or representatives that affect VTA operations shall be repaired by City. The damaged communications shall be temporarily, repaired within six (6) hours (if damage occurred during business working hours between 8 am and 5 pm), and eight (8) hours (if damage occurred during non-business working hours) of the damage occurrence to restore full communications. If the end equipment is not communicating after the temporary repair has been completed, then the temporary repair shall be re-done within one (1) hour after being notified of the temporary repair failure. City shall use its reasonable efforts and ensures that those efforts and priorities meet VTA expectations and complete the repairs within thirty (30) days after the acceptance of the temporary repair. The permanent repair shall be performed at a time not to disrupt system operations and repairs shall not exceed four (4) hours in duration within a 24 hour period. All fixes shall be done in a professional manner which includes providing log files, test records, and OTDR test results to VTA. • Seven (7) days prior to performing any permanent work, notice shall be given to VTA. 	<ul style="list-style-type: none"> • BRT inter-station communication system elements within City right-of-way, including conduits, pullboxes and cables. • A utility encroachment permit, and any other required permit, shall be secured by VTA for Maintenance and repair of BRT inter-station communication system elements within City right-of-way. • Be responsible for repair costs of all BRT inter-station communication system elements within City right-of-way damaged by unknown parties. • Be responsible for relocation costs of all BRT inter-station communication system elements within City right-of-way required due to Maintenance/repair work of pavement, City utilities, sidewalk, curb, and gutter. • Communication damages caused by VTA or its contractors or representatives that affect City operations shall be repaired by VTA.

CATEGORY	CITY	VTA
Artwork	<ul style="list-style-type: none"> • All artwork and aesthetic design enhancements within the City right-of-way and outside the BRT dedicated Median Busway and Station Operating Envelope. 	<p>All Project artwork and aesthetic design enhancements designed and constructed through the Project within the BRT dedicated Median Busway and Station Operating Envelope.</p>
Utilities	<ul style="list-style-type: none"> • City – owned storm drain, sanitary sewer, water distribution, and electrical systems. • Maintenance or repair of such utilities located under the BRT dedicated Median Busway and Station Operating Envelope must be coordinated with VTA. • Maintenance on utilities under the BRT dedicated Median Busway and Station Operating Envelope including sanitary and storm shall require encroachment permit from VTA. • City will provide water service for platform Maintenance at the following locations: <ul style="list-style-type: none"> o Westbound Arena Station Platform (water from San Jose Arena) 	<ul style="list-style-type: none"> • All BRT Station drainage facilities up to and including connections at City manholes or catch basins. • All utilities related to and/or benefiting the BRT Station operations (e.g., Station platform electrical).
Structures	<ul style="list-style-type: none"> • Structures supporting City Facilities. 	<ul style="list-style-type: none"> • All BRT stations and all related appurtenances. • Bus stop facilities including, but not limited to, signs, bus pads, shelters, lighting, benches and trash containers. • Advertising panels within Station platforms. • Any BRT-related structures and any retaining walls supporting VTA facilities, including barriers and screening, including graffiti removal.

CATEGORY	CITY	VTA
Electrical Service	<ul style="list-style-type: none"> Electrical equipment including service cabinets (and all internal components), conductors, wires and pull boxes from City Facility equipment (street lights, traffic signals, City irrigation controllers) to the PG&E box. 	<ul style="list-style-type: none"> Electric service cabinets for VTA Facilities. Electrical conductors, wires and pull boxes from VTA Facility equipment (Stations and VTA irrigation controllers) to the PG&E box.

Alum Rock Santa Clara BRT Transit Signal Priority Exhibit "D"

Operating Plan for Transit Signal Priority with Coordinated Traffic Signal Operations: Alum Rock-Santa Clara Bus Rapid Transit (BRT) Project

Operating Scenario		Alum Rock-Santa Clara BRT Project – Transit Signal Priority (TSP) Operating Plan.
Type of TSP		Early green or green extension or phase rotation. Pre-emption (skipping of phases) shall not be provided to BRT vehicles.
TSP Vehicles		All VTA buses shall have the ability to request TSP along Santa Clara Street and Alum Rock Avenue.
TSP Technology		GPS based software and hardware shall provide data to TSP software and signal controller hardware.
Providing TSP		TSP shall be provided when requested by a VTA bus, subject to the lockout parameters described below.
Intersection with TSP		All intersections along Santa Clara Street and Alum Rock Avenue shall provide TSP.
Emergency Vehicle Preemption		Emergency vehicle preemption shall take precedence over TSP.
TSP Lockout		TSP shall be locked out for one cycle following any emergency vehicle preemption or a priority call. Under all other conditions no lockout shall occur.
TSP Phases		TSP shall be provided to the east/west through movements.
Behind Schedule Buses		TSP shall be provided to all VTA buses, independent of schedule adherence.
TSP Green Time		Initial signal timing shall be based on KHA corridor timing study of December 2017. The maximum amount of time for TSP at any given intersection is the sum of available green time for each phase conflicting with the BRT priority phase. The available green time for any phase is the sum of minimum green or pedestrian phase (whichever is longer), yellow phase, and red phase subtracted from the optimized phase length.
Time of Day Operations	AM & PM Peak Periods	Maximum possible TSP green time shall be provided at all City of San Jose intersections. At the I 680 ramp terminal intersections (operated by Caltrans) the maximum possible TSP green time shall also be provided, but may be reduced to prevent off-ramp queues from extending to the freeway mainline
	Off-Peak	Maximum possible level of TSP shall be provided.
Operator Controlled TSP		Operator or manual operation of TSP is not permitted
Review of TSP Settings		TSP operations shall be reviewed twice per, generally every January and July. Reviews will consist of checking operating conditions versus the operating plan, reviewing public and bus driver comments, and adjusting TSP settings to conform to current operating conditions. An outcome of the meeting will be to document TSP changes that will be made to the following intersections (see attached). No adjustments to TSP system settings shall outside of these meetings or without prior VTA approval.

Updated: September 18, 2017

**Alum Rock Santa Clara
BRT Transit Signal Priority
Exhibit "D"**

List of TSP Intersections

1. Santa Clara Street/13th Street
2. Santa Clara Street/15th Street
3. Santa Clara Street/17th Street
4. Santa Clara Street/19th Street
5. Santa Clara Street/21st Street
6. Santa Clara Street/24th Street
7. Santa Clara Street/26th Street
8. Santa Clara Street/28th Street
9. Alum Rock Avenue/33rd Street
10. Alum Rock Avenue/34th Street
11. Alum Rock Avenue/King Road
12. Alum Rock Avenue/Eastgate Avenue (HAWK)
13. Alum Rock Avenue/McCreery Avenue
14. Alum Rock Avenue/Sunset Avenue
15. Alum Rock Avenue/Jose Figueres Avenue
16. Alum Rock Avenue/Sharff Avenue (HAWK)
17. Alum Rock Avenue/Jackson Avenue
18. Alum Rock Avenue/I-680 SB Ramp-Foss Avenue
19. Alum Rock Avenue/I-680 NB Ramp
20. Alum Rock Avenue/Alexander Avenue-Muirfield Drive
21. Alum Rock Avenue/Capitol Avenue