

Cooperative Funding Agreement PDA.2.CCC
between
Contra Costa Transportation Authority and
Contra Costa County

This COOPERATIVE FUNDING AGREEMENT (this "AGREEMENT") is effective this 18th day of March 2014 (the "EFFECTIVE DATE") between CONTRA COSTA TRANSPORTATION AUTHORITY, a local transportation authority ("AUTHORITY") and CONTRA COSTA COUNTY, a political subdivision of the State of California ("SPONSOR"), each separately, a "PARTY".

RECITALS

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

- A. The Metropolitan Transportation Commission (MTC) is the designated Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Area region and is required to prepare and endorse a Transportation Improvement Program (TIP) which includes federal funds.
- B. MTC is the designated recipient for federal funding administered by the Federal Highway Administration (FHWA) assigned to the Metropolitan Planning Organization (MPO)/Regional Transportation Planning Agency (RTPA) of the San Francisco Bay Area for the programming of projects (regional federal funds).
- C. MTC Resolution 4035 adopted July 23, 2014 establishes the "Project Selection Policies and Programming" for projects to be funded with Cycle 2 Program regional federal funds and includes funding for the PDA Planning Grant Program designed to support planning for Priority Development Areas (PDAs) that will help provide

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housing, jobs and intensified land use, promote alternative modes of travel to the single occupancy vehicle, and manage parking demand.

D. AUTHORITY, which serves as the Congestion Management Agency for Contra Costa County, has assumed responsibility for certain planning and programming activities, work tasks and products that support MTC's Overall Work Program, including the administration of the PDA Planning Grant Program in Contra Costa County.

E. MTC authorized \$2.745 million in regional federal funds to AUTHORITY through the PDA Planning Grant Program to provide grants to local jurisdictions to support planning in their PDAs consistent with MTC Resolution 4035. Recipients of these funds must comply with the requirements of the federal aid process including the requirement to provide at least 11.47 percent of the full cost of the planning activity funded (the "local match").

F. In the process for implementing the PDA Planning Grant Program in Contra Costa County adopted by the AUTHORITY in December 2013, the AUTHORITY will be responsible for administering the grant funding and the contracts with the consultant teams providing planning support services. Local jurisdictions will be responsible for overseeing the planning projects and providing at least the 11.47 percent local match, all or a portion of which may be provided through the staff costs expended working on the planning activity.

G. In September 2014, AUTHORITY approved a list of five consultant teams with which it will contract to provide planning support services and ten planning projects to be funded through the PDA Planning Grant Program. The approved planning projects include the SPONSOR's San Pablo Avenue Complete Streets Project, the "PROJECT".

H. SPONSOR and AUTHORITY desire to work together to develop the PROJECT.

Section I

SPONSOR AGREES:

- A. To manage and direct the substantive work of the consultants assigned to the PROJECT including, but not limited to, providing necessary data and materials, reviewing and overseeing the revision of work products, and supporting public outreach efforts.
- B. To provide AUTHORITY and MTC with copies of reports and other documents developed as part of the PROJECT scope. These reports and documents shall carry the following notation on the front cover of title page:

"The preparation of this report has been financed through a grant from the U.S. Department of Transportation and the Federal Highway Administration. Content of this report does not necessarily reflect the official views or policy of the U.S. Department of Transportation."

MTC, AUTHORITY, and any federal agency providing funding under the terms of this Agreement, shall have the right to reproduce, publish, or otherwise use, or authorize others to use, the information developed from this PROJECT.

- C. To provide the required local match for the PDA Planning Grant Program funds. SPONSOR may satisfy this local match requirement by one or both of the following: SPONSOR staff time or direct reimbursement to the AUTHORITY. The value of SPONSOR staff time shall be the fully-loaded hourly rate of each staff person, comprised of base salary and benefits. A portion of AUTHORITY staff time spent on the PDA Planning will be used to offset a portion of this required local match.
- D. To document staff time and costs expended on the PROJECT in a form consistent with Exhibit B, or any revisions to Exhibit B needed to make it consistent with the Caltrans Local Assistance Procedures Manual, and to submit that documentation to CCTA within 20 days of the end of each fiscal year quarter during which the PROJECT is ongoing. In addition, SPONSOR agrees to provide AUTHORITY with monthly or

quarterly progress reports and financial information, as may be reasonably requested by AUTHORITY or MTC.

E. SPONSOR acknowledges that AUTHORITY may redirect funding for the PROJECT in the event that the PROJECT is delayed or fails to be completed. SPONSOR shall use its best efforts to notify AUTHORITY in writing in the event that it encounters difficulty that is expected to delay the timely performance of the PROJECT, and AUTHORITY agrees to cooperate with SPONSOR to work out a mutually satisfactory course of action with SPONSOR.

F. **RECORDS AND AUDITS:**

1. **RECORDS:** SPONSOR shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this Agreement for a minimum of three (3) years following completion or termination of PROJECT and, if any litigation, claim, negotiation, audit, or other action has commenced prior to the end of that three (3) year period, then until the completion of the action and any resolution of all issues which arise from it, or the end of the three (3) year period, whichever is later. SPONSOR shall maintain books and accounts in accordance with generally accepted accounting principles (GAAP), to enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 *et seq.*, when applicable, and other matters in connection with the performance of SPONSOR'S contracts with third parties pursuant to Government Code Section 8546.7, SPONSOR shall, and shall require its contractors and subcontractors, to maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and make the same available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment by AUTHORITY hereunder. AUTHORITY, MTC, the California State Auditor, the federal Department of Transportation (DOT), Federal Highway Administration (FHWA), Comptroller General of the United States or federal auditors shall have access to any books, records, and documents

that are pertinent to this AGREEMENT or the PROJECT for audits, examinations, excerpts, and transactions and copies thereof shall be furnished by SPONSOR if requested.

2. **AUDITS:** SPONSOR will provide thorough and complete accounting for all funds expended in the performance of work related to the PROJECT to the degree necessary to permit regular examination by AUTHORITY, MTC, the California State Auditor, the Comptroller General of the United States or federal auditors and consistent with 49 Code of Federal Regulations, Part 18. SPONSOR shall permit authorized representatives of DOT, the Comptroller General of the United States, FHWA, MTC and AUTHORITY to inspect and audit all data and records relating to SPONSOR's performance under this AGREEMENT, including data and records pertaining to subcontracts. All accounting records, data, and supporting documentation will remain available for review and audit for a period of not less than three years after submission by MTC of the final expenditure report for federal contracts providing funds under this AGREEMENT. SPONSOR shall be responsible for meeting audit requirements of the "Single Audit Act of 1984", as implemented by OMB Circular A-133, and any revision or supplement thereto. SPONSOR shall annually submit to AUTHORITY and MTC one copy of its audit, completed in accordance with the above-described single audit requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period. If SPONSOR fails to comply with the above audit requirement, AUTHORITY is not required to provide any PDA Planning Grant funds under this AGREEMENT until such audit has been submitted.

Section II

AUTHORITY AGREES:

- A. To obtain authorization from Caltrans and FHWA to use the \$2.745 million in regional federal funds for the PDA Planning Grant Program in Contra Costa County.

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- B. To provide consultant planning support services for the PROJECT, consistent with the scope of work and milestone schedule in Exhibit A, attached hereto and incorporated herein.
- C. To offset a portion of the required local match using AUTHORITY staff time. The value of AUTHORITY staff time shall be the fully-loaded hourly rate of each staff person, comprised of base salary and benefits.
- D. To assist SPONSOR in delivering the PROJECT.
- E. To submit invoices for work on the PROJECT conducted by the consultant team and SPONSOR consistent with the requirements of Caltrans and FHWA.
- F. To provide forty-eight hours advance written notice of any audit to be conducted relating to this AGREEMENT.
- G. To comply with the requirements of the AGREEMENT that apply to the AUTHORITY.

Section III

THE PARTIES MUTUALLY AGREE:

- A. **TERM:** The Termination Date for this AGREEMENT shall be 36 months from the effective date of this AGREEMENT unless terminated in accordance with Section III.H below. The termination Date may be modified only if mutually agreed to in writing by both SPONSOR and AUTHORITY.
- B. **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.

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C. **AMENDMENT:** This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by the PARTIES hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

D. **ASSIGNMENT:** SPONSOR may not assign, transfer, hypothecate, or pledge this AGREEMENT to any other party.

E. **INDEMNITY:** It is mutually understood and agreed, relative to the reciprocal indemnification of AUTHORITY and SPONSOR:

1. SPONSOR shall indemnify, defend, and hold harmless AUTHORITY and AUTHORITY's Board, representatives, agents, officers, 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 SPONSOR, its officers, employees, agents, or subcontractors by reason of anything done or omitted to be done by SPONSOR under or in connection with any work, authority, or jurisdiction delegated to SPONSOR under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, SPONSOR shall fully indemnify and hold AUTHORITY harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8), or environmental obligations, or duties occurring by reason of anything done or omitted to be done, or imposed by obligation of law, or assumed by SPONSOR under this AGREEMENT, or in connection with any work, authority, or jurisdiction delegated to SPONSOR under this AGREEMENT.
2. AUTHORITY shall indemnify, defend, and hold harmless SPONSOR and SPONSOR's governing body, representatives, agents, officers, 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 AUTHORITY, its officers, employees, agents, or subcontractors or by reason of anything done or omitted to be done by AUTHORITY under or in connection

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with any work, authority, or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully indemnify and hold SPONSOR harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8), or environmental obligations, or duties occurring by reason of anything done or omitted to be done, or imposed by obligation of law, or assumed by AUTHORITY under this AGREEMENT, or in connection with any work, authority, or jurisdiction delegated to AUTHORITY under this AGREEMENT.

F. **COMPLIANCE WITH LAWS:** AUTHORITY and SPONSOR shall comply with all applicable federal and State laws and regulations regarding the work performed, and the reimbursements and funds requested or used under this AGREEMENT.

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

SPONSOR:

Angela Villar
Associate Civil Engineer
255 Glacier Drive
Martinez CA 94553

AUTHORITY:

Brad Beck
Senior Transportation Planner
2999 Oak Road, Suite 100
Walnut Creek CA 94597

H. TERMINATION OR CANCELLATION:

1. By written mutual consent of both PARTIES, this AGREEMENT may be terminated at any time.
2. Either party may terminate this Agreement at any time for cause granted pursuant to the terms of this Agreement, or for cause granted by law, by giving written notice of termination to the other party. This written notice of termination shall specify the basis for cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Payment shall be made by the AUTHORITY to SPONSOR for all services rendered by SPONSOR to the PROJECT pursuant to this AGREEMENT through and including the termination date, subject to any expenditure limits applicable to this AGREEMENT.
3. This AGREEMENT may be canceled by a PARTY for breach of any obligation, covenant, or condition hereof by the other PARTY, upon written notice to the breaching PARTY. With respect to any breach that is reasonably capable of being cured, the non-breaching PARTY shall allow the breaching PARTY thirty (30) days from the date of the notice to initiate steps to cure the breach. If the non-breaching PARTY determines that the breaching PARTY is diligently pursuing a cure of the breach during that time, the non-breaching PARTY shall allow the breaching PARTY a reasonable time to cure, not to exceed an additional thirty (30) days from the date of the initial notice, unless a further extension is granted by the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of this Section, except that the canceling PARTY also retains any remedy for breach of the whole contract or any unperformed balance.

I. ENTIRE AGREEMENT: This AGREEMENT is the entire agreement among AUTHORITY and SPONSOR relating to the subject matter of this AGREEMENT. AUTHORITY and SPONSOR acknowledge they have not relied upon any promise,

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representation or warranty not expressly set forth in this AGREEMENT in executing this AGREEMENT.

- J. **SEVERABILITY:** Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the legal authority of the AUTHORITY or SPONSOR 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.
- K. **WAIVER:** No waiver by a PARTY of any default or breach of any covenant by the other PARTY shall be implied from any omission to take action on account of such default, if such default persists or is repeated; and no express waiver by a PARTY shall affect any default other than the default specified in such express waiver and then such waiver shall be operative only for the time and to the extent stated in such express waiver. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. No waiver of any provision under this AGREEMENT shall be effective unless in writing and signed by the waiving PARTY.
- L. **CONTROLLING LAW AND VENUE:** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California.
- M. **AUTHORITY:** All PARTIES executing this AGREEMENT represent and warrant that they are authorized to do so.
- N. **COUNTERPARTS:** This AGREEMENT may be executed in counterparts.
- O. **LIMITATIONS:** All obligations of AUTHORITY under the terms of this AGREEMENT are expressly subject to the AUTHORITY'S continued authorization to receive and expend the regional federal funds as the Congestion Management Agency within Contra Costa County. If, for any reason, the AUTHORITY'S right to receive and expend such federal funds is terminated or suspended, in whole or part, the AUTHORITY shall promptly notify SPONSOR, and the PARTIES shall consult on a

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course of action. If, after twenty five (25) working days, a course of action is not agreed upon by the PARTIES, this AGREEMENT shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the above notice shall be expressly limited by and subject to (i) the lawful ability of the AUTHORITY to expend regional federal funds for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of the AUTHORITY under all outstanding contracts, agreement to other obligations of the AUTHORITY, encumbering those funds.

P. **EXHIBITS:** EXHIBITS A through C are hereby incorporated by reference and made a part of this AGREEMENT. The exhibits are as follows: EXHIBIT A: Scope of Work; EXHIBIT B: Invoicing Procedure; EXHIBIT C: AUTHORITY boardletter approving PDA Planning Grant.

AUTHORITY

BY: _____
Julie Pierce
Chair

ATTEST:

BY: _____
Randell H. Iwasaki
Executive Director

APPROVED as to legal form:

BY: _____
Malathy Subramanian
Authority Counsel

SPONSOR

BY: _____
John Gioia
Chair, Board of Supervisors

ATTEST:

BY: _____
David J. Twa
Clerk of the Board

APPROVED as to legal form:

BY: _____
Sharon L. Anderson
County Counsel

Exhibit A

Scope of Work

The following work plan provides a detailed description of the activities that the Arup design team will perform to complete the San Pablo Avenue Complete Streets project. A fee estimate for each task is provided based on our current Federal Acquisition Regulations (FAR) hourly rates. The project's total budget of \$360,000 is the amount authorized under the original \$300,000 Priority Development Area (PDA) grant plus an additional \$60,000 from the West Contra County Transportation Advisory Committee (WCCTAC) community planning grant program.

This work plan reflects our best estimate for completing the tasks outlined by the County and to advance the design of a preferred alternative. However, there is uncertainty regarding the level of design development that can be achieved within the budget authorized by the grant. The work plan below ensures the level of effort required to reach consensus on a preferred alternative and to develop a physical project definition. After a preferred alternative is selected in Task 6 (Alternatives Development), we propose that the consultant team and County and CCTA staff evaluate the remaining budget to identify the appropriate level of design that can be achieved. We are confident we can achieve up to 60% design with this scope.

Task 1 Project Management

Task 1.1 Project Initiation Activities

The Arup team (see organizational structure diagram attached), which includes Eisen | Letunic (outreach), Vallier Design (landscape architecture), and Urban Planning Partners (environmental analysis), will coordinate with the County's project manager and with Contra Costa Transportation Authority (CCTA) staff to finalize the project work plan, schedule, task budgets, deliverables, project milestones, and meeting schedules. The Arup team will initiate startup activities, including scheduling a kick-off meeting,

affirming the project goals and objectives, confirming the extents of the study area, and identifying key stakeholders to begin the outreach process.

Task 1.2 Meetings

We anticipate attending regular coordination meetings either in-person or via conference call. Arup has budgeted time for up to ten (10) in-person project team meetings with County and CCTA staff. We anticipate that sub-consultants will attend the kick-off meeting and up to two additional project team meetings throughout the twelve-month schedule. The project team meetings in Task 1 do not include the public outreach and stakeholder meetings and workshops. These are scoped separately in Task 5.

Task 1.3 Project Management Support

Arup will lead the project management. We will also assist the County's project manager in coordinating with Caltrans and other state and regional agencies, transit operators, local stakeholders (including the Phillips 66 refinery) and bicycle/pedestrian advocacy organizations, utility providers, and the Rodeo Municipal Advisory Council (MAC).

Task 1.3 Deliverables:

1. A detailed work plan schedule with deliverables and key team meeting dates
2. A "fact sheet" that articulates the project goals, objectives, and study area. The fact sheet will be made available to stakeholders and the public.

Task 2 Data Collection and Base Mapping

Task 2.1 Review Available Plans and Data

Arup will obtain and review information on existing conditions, relevant transportation plans and policies, design standards, regulatory requirements, and unique opportunities and constraints. This task will include coordination with County staff to seek information on existing infrastructure and design standards and to confirm engineering

input and drawings required to support the project submissions. Information sought may be in the form of as-built drawings, GIS data, or reports.

Task 2.2 Utility Coordination

We will coordinate with utility providers (PG&E, EBMUD, etc.) and Phillips 66 early during the design process to understand the potential for impacting utility infrastructure along the corridor. Project costs can be significantly impacted by planned or unplanned utility relocations if the existing utilities are not considered fully during the early design stages. We believe it is vitally important to understand the potential design constraints as early as possible during the design process.

Task 2.3 Aerial Survey

Arup will contract with a surveying firm to obtain an aerial photogrammetric map of the corridor, which will be used to develop a topographic base map. We will obtain natural color, vertical, stereo aerial photography of the project area using a precision, calibrated, cartographic camera equipped with a six-inch focal length lens and forward motion compensation. The photography will be taken at an altitude of 1,000 feet above the mean elevation of the terrain.

Task 2.4 Base Mapping

From the aerial imagery, we will compile a digital planimetric map at a scale of 1" = 40' for the project area with one-foot contours. The aerial mapping will be done in California State Plan (NAD83 Zone 3) with a vertical datum of NAVD88. Break-lines and spot elevations will be digitized to create a digital terrain model (DTM). Contours at a one-foot interval will be generated from the DTM. Planimetric features—such as buildings, roads, fences, vegetation, trees, and the like—will also be generated.

The County will provide a Microstation file containing the assessor's parcel lines for the project study area. For the project alternatives, the right-of-way lines will need to be resolved. Arup will coordinate with the County's Survey Group to coordinate these efforts. Arup will also compile GIS data and develop mapping and visualization templates for the project.

Deliverables:

1. Aerial survey and base map
2. Engineering Existing Conditions memorandum (right-of-way constraints, grading, utilities, etc.)

Task 3 Public Outreach

Eisen | Letunic will lead the organization and scheduling of all public outreach activities with County staff and local stakeholder and community groups, with support from Arup and other members of the consultant team to prepare materials and staff the meetings. We have included in this scope and budget a total of ten (10) outreach meetings, which would include a combination of stakeholder meetings and community workshops.

Task 3.1 Stakeholder Meetings and Community Workshops

For the ten outreach meetings, we will coordinate with County staff to identify the appropriate stakeholders and the schedule of the meetings throughout the project schedule. We will utilize scheduled meetings with the Rodeo and Crockett Municipal Advisory Councils (MACs) and WCCTAC to communicate with both stakeholders and the public in a cost-effective way. We will schedule the majority of the stakeholder meetings early in the process to better understand the opportunities and constraints along the corridor. The stakeholder meetings could include (but are not limited to) the following: Phillips 66 Refinery; staff from other County departments and regional agencies such as the ABAG, Bay Trail, Caltrans, East Bay Regional Park District; bicycle and pedestrian advocacy groups such as Bike East Bay.

We anticipate using the MAC meetings as the primary forum for presenting the alternatives and receiving public input. However, we can schedule a stand-alone community workshop if necessary to be held in either Rodeo or Crockett. The community workshop would be held after the initial alternatives are developed in Task 5.

Task 3.2 Other Outreach

The team will develop four fact sheets, announcements, or update for the County website at key points throughout the project.

Task 4 Transportation Analysis

Arup will conduct a multi-modal transportation analysis for the study corridor that will focus on traffic operations, safety, heavy vehicle movements, and bicycle and pedestrian conditions. We will structure the transportation analysis so that it can easily be adapted for any level of environmental analysis pursuant to the California Environmental Quality Act (CEQA) in later stages of the project. The transportation analysis will develop along with various stages of the project. We anticipate doing a significant piece of work as soon as the project begins (e.g., traffic counts, existing conditions analysis, safety assessment, background traffic forecasting), and then folding this work into the alternatives analysis and the evaluation of the preferred alternative.

Task 4.1 Traffic Data Collection

Arup will contract with a data collection firm to collect peak period intersection counts for two periods on one mid-week day (Tuesday, Wednesday, or Thursday) and hourly machine tube counts with vehicle classifications (using FHWA's standard class types) for one seven day period to understand hourly volume profiles. We will coordinate with County staff, and potentially staff from the Phillips 66 refinery (based on early stakeholder outreach), to identify the peak periods for the intersection counts and if the turning movement counts should include vehicle classifications and pedestrian/bicycle flows. We anticipate the counts will occur during the morning (7-9 AM) and evening (4-6 PM) peak periods. However, we could substitute a mid-day or a "refinery peak" if necessary, as the refinery likely has shifts and peak activity that are outside of peak periods on typical streets. We would like to confirm this early in the process.

We will include the following seven study intersections:

1. Parker Ave / 1st St
2. San Pablo Ave / Parker Ave

3. San Pablo Ave / Railroad Ave
4. San Pablo Ave / California St
5. San Pablo Ave / Refinery Rd
6. San Pablo Ave / A St
7. San Pablo Ave / Cummings Skyway
8. San Pablo Ave / Vista del Rio St
9. San Pablo Ave / I-80 Ramps
10. San Pablo Ave / Wanda St

We will collect the 24-hour tube counts at two locations around the Cummings Skyway:

1. San Pablo Ave between Cummings Skyway and Vista del Rio St
2. San Pablo Ave between Cummings Skyway and A St

Task 4.2 Transportation Assessment

Arup will complete a multimodal analysis of the corridor, with a focus on the analysis locations listed above. Arup will review land use plans and planned or proposed projects in the vicinity of the study area. We will develop traffic forecasts for the study area using the latest version of the CCTA regional travel demand model and information from the land use plans and pending projects. The analysis will include the following:

- A summary of the overall transportation context and how San Pablo Avenue functions between Rodeo and Crockett.
- Intersection level-of-service (LOS): Arup will perform a peak hour intersection vehicle LOS analysis using methodologies published in the 2000 or 2010 Highway Capacity Manual (Transportation Research Board, 2000/2010).
- Bicycle and Pedestrian assessment: these modes will be addressed by performing an inventory of existing facilities and documenting the following: the location of bike lanes, sidewalks, crosswalks and push buttons and the width and condition

of bike lanes and sidewalks; identify if there are gaps in the network; identify other impediments to cycling and walking.

- Accident analysis: we will download five years of vehicle incident records from the Statewide Integrated Traffic Records System (SWITRS) that is maintained by the California Highway Patrol (CHP). We will plot the accident history, calculate accident rates, and compare them to comparable state highways.
- Heavy Vehicle Movements: large trucks need to be accommodated on San Pablo Avenue, Cummings Skyway, and the entry points to the refinery facilities. We would like to understand heavy vehicle activity, driveway usage, and the swept path requirements for various vehicle types at key locations. We will use Microstation's AutoTURN software to test truck turning requirements at major intersections and driveways.
- During the alternatives evaluation in Tasks 4 and 6, we will update the transportation analysis to reflect how any physical changes to San Pablo Avenue will affect vehicle traffic, heavy vehicle turning movements, and safety.

The transportation analysis will first address existing and Future Year "No Build" conditions, to set a baseline for the alternatives analysis. We will update the transportation analysis as the project progresses from the alternatives analysis through the selection of a preferred alternative.

Deliverables:

1. Transportation Analysis memorandum for existing and Future Year "No Build" conditions. This memorandum will focus on traffic operations along San Pablo Avenue and will identify the number of travel lanes and turn pockets required along the study corridor. In particular, the analysis will address the feasibility of reducing the number of travel lanes from four to two between California Street and the Carquinez Bridge.
2. The Transportation Analysis memorandum will be updated to reflect the alternatives that are developed in the following tasks.

Task 5 Alternatives Development

Task 5.1 Develop Project Alternative Concepts

Arup will lead the development of up to three project alternatives. The alternatives will consist of a range of configurations, likely to include the following:

- Sidewalks or pedestrian paths with striped on-street bike lanes
- Exclusive one-way, two-way, or raised cycle tracks
- Shared-use path for cyclists and pedestrians.

These facilities could incorporate landscaped barriers, colored pavement materials, wayfinding and signage, and a variety of safety treatments and markings at key intersections and conflict points.

We will divide the corridor into segments to address site specific constraints and design issues. We anticipate using the following segments:

1. Pacific Avenue to Refinery Road: this project segment begins at Pacific Avenue in Rodeo (at the west edge of Lone Tree Point) and ends at Refinery Road at the main entrance to the Phillips 66 refinery. The starting point at Lone Tree Point should interface with the East Bay Regional Parks planned 10-ft wide Class I trail from Victoria by the Bay to Lone Tree Point. Class II bike lanes are provided on Parker Avenue south of San Pablo Avenue and on San Pablo Avenue to California Street. East of California Street the street cross-section changes from one lane each direction with the bike lanes to two-lanes in each direction with no bike lanes. At the Refinery Road intersection, each approach has channelized right-turn lanes.
2. Refinery Road to A Street: San Pablo Avenue along this segment travels through the refinery and up a steep grade (approximately 6 to 8% grade) to a local peak at the eastern end of the refinery property and then travels down to another low point at A Street. There are several truck entrances and

driveways along this segment, including an entrance at A Street that serves a petroleum terminal facility.

3. A Street to Vista Del Rio Drive: San Pablo Avenue begins to rise again east of A Street to Cummings Skyway, where it reaches another local peak east of Vista Del Rio Drive (a small local street south of San Pablo Avenue). Steep grades on San Pablo Avenue and steep hillsides on either side of the roadway present various challenges. The geometry and high number of truck movements at the San Pablo Avenue / Cummings Skyway intersection are also a major consideration in the design.
4. Vista Del Rio Drive to the Carquinez Bridge: this final segment to the shared use path on the Bridge is mostly rural with the best views of the Carquinez Strait. The grades on San Pablo Avenue are less steep along this segment. However, there are still steep hillsides on both sides of the road. The ramp terminal intersection serving the I-80 ramps at the base of Carquinez Bridge and the multiple driveways serving the Dead Fish restaurant pose design challenges.

Arup will focus on the roadway geometry and the configuration of the shared use facilities, Vallier Design will consider C.3 stormwater treatments along the corridor (if required), and Eisen | Letunic will assess the bicycle and pedestrian elements of the alternatives.

Task 5.2 Conceptual Plans of Alternatives

Based on the early stakeholder outreach, the consultant team will refine the three alternatives and host an internal design charrette with County and CCTA staff. The consultant team will use this input to develop high-level conceptual plans for the three alternatives. The conceptual plans will reflect engineering design standards and basic right-of-way constraints, but will not represent detailed design. The alternatives will be shown in plan-view and will feature cross-sections at key locations along the corridor. Arup will explore the possibility of incorporating the alternative designs into a 3D view or a kmz file for importing into Google Earth.

Task 5.3 Develop Presentation Materials for Public Outreach

Arup and Eisen | Letunic will lead the development of public outreach materials for stakeholder and community workshops.

Deliverables:

1. Three alternative project concepts
2. Conceptual plans for three alternatives
3. Presentation materials for public outreach

Task 6 Alternatives Analysis

Task 6.1 Detailed Alternatives Evaluation and Selection of a Preferred Alternative

Arup and the consultant team will utilize a multi-criteria evaluation matrix to assess the three alternatives developed in Task 5. The matrix will consider a range of quantitative and qualitative performance measures including: the user benefits for cyclists and pedestrians, potential traffic and truck operational impacts, the effect on access and safety for all travel modes, right-of-way impacts, utility impacts, constructability, potential environmental impacts, and cost. Arup will update the Transportation Analysis memorandum to reflect any changes to the number of travel lanes or the configuration of intersections and will use the updated results as an input to the evaluation matrix. Arup will also develop planning level cost estimates for each alternative to use in the evaluation. Urban Planning Partners will provide a high-level review of potential environmental “red flags” for the evaluation matrix.

Based on the detailed alternatives analysis and the preliminary cost estimates, the County and the consultant team will recommend a preferred alternative to advance to detailed design.

Task 6.2 Preliminary Environmental Assessment

Urban Planning Partners will perform a preliminary environmental assessment of the preferred alternative to identify potential areas of focus under the California

Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). This preliminary assessment will consider the appropriate environmental documents (i.e., Mitigated Negative Declaration or Environmental Impact Report) and the environmental analyses that will need to be completed within the corridor during the next phase of the project.

Deliverables:

1. Detailed Alternatives Evaluation Matrix memorandum
2. Preliminary Environmental Assessment memorandum

Task 7 Feasibility Report

Arup and the consultant team will prepare a draft feasibility report that will incorporate all of the findings of the study through the alternatives analysis. We will submit the report to County and CCTA staff for review and comment. Based on the comments received, Arup will revise the report and submit a final version. We have budgeted up to three days of staff time to respond to comments and submit the final report.

Upon completion of the design development process, Arup and the consultant team will also develop additional visual materials based on the latest version of the design for the County to use on its website and in other grant applications or reports. Our Task 1.2 meeting budget includes the preparation and presentation of visuals at a meeting at the completion of the project.

Task 8 Design Development

The budget for the design development task assumes completing 35% design and we expect to complete the 60% design. However, to ensure that this level of design can be accomplished, the consultant team and County and CCTA staff will evaluate the remaining budget after the preferred alternative is selected in Task 6. Before starting the design, we will identify if there are any major elements that could potentially impact the budget and the 35% and 60% design milestones. The elements of the design that could increase the cost include changes outside of the public right-of-way, major utility relocations or hillside excavations, major retaining wall designs and geotechnical

engineering, design of traffic signals and elements required by the Americans with Disabilities Act (ADA), and enhanced lighting and other safety design features. If any of these considerations become a major priority for staff during the project study process, we will flag these issues, develop cost estimates, and identify ways for incorporating them into the design process.

We expect that the 35% design development of the preferred alternative will identify all of the basic design features such as right-of-way needs, utility relocation, cut/fill slopes, retaining wall locations, and drainage modifications. Our fee estimate assumes that all or most of the design work will occur within the public right-of-way and that the utility, stormwater/drainage and retaining wall work would be limited to identifying locations and potential conflicts with other elements. Further detailed design of these elements would occur in phases beyond the 35% design.

We can identify at the beginning of this task if we need to move budget around within our existing scope, or if we need to negotiate an add-services agreement. Any of these changes would increase the cost of design services going forward.

Optional Task 9 Design Services up to 100% Design

- This optional task provides an estimate of the level of effort required to achieve 100% design through construction administration. This design fee is subject to the same caveats and exclusions described above in Task 8. The fee will be higher if a large portion of the design occurs outside of the right-of-way and/or if the design requires major utility relocations, retaining wall design, geotechnical engineering, etc.

Exhibit B

Invoicing Procedures

PROCEDURE FOR INVOICES PREPARED BY SPONSOR FOR SUBMITTAL TO AUTHORITY:

- I. SPONSOR shall prepare and submit invoices to AUTHORITY on a quarterly basis (January-March, April-June, etc.) within 20 calendar days of the end of each quarter;
- II. Each invoice shall include
 - A. A cover letter signed by the SPONSOR's authorized representative that includes the following:
 1. The quarterly period for which the invoice applies
 2. A sequential billing number (1, 2, 3,...etc.)
 3. Reference to this AGREEMENT, including this Cooperative Agreement number
 4. A summary of progress on the PROJECT during the period covered by the invoice
 5. A summary of costs incurred by SPONSOR staff during the period covered by the invoice that SPONSOR will use for its required local match, and
 6. SPONSOR's cumulative local match provided under this AGREEMENT through and including the current invoice.

Cooperative Agreement No. PDA.2.CCC between
Contra Costa Transportation Authority and Contra Costa County

- B. A table summarizing SPONSOR's staff costs incurred that includes:
1. Name and title of each staff person
 2. Total hours worked during the period covered
 3. Hourly rate, which is comprised of the base salary plus benefits for that employee
 4. Total cost for each employee during the period covered by the invoice
 5. Sum of costs for all employees during the period covered by the invoice
- C. A detailed listing of each day a SPONSOR's employee worked on PROJECT during the period covered and the number of hours that employee worked on that day and the total number of hours that employee worked on PROJECT during the period covered
- D. SPONSOR may provide the information outlined in Items A, B and C in an alternative format with prior approval of AUTHORITY

Planning Committee **STAFF REPORT**

Meeting Date: September 3, 2014

Subject	Approval of Recommended PDA Planning Grant Program
Summary of Issues	MTC gave the Congestion Management Agencies, including the Authority, the responsibility for carrying out part of the Priority Development Area (PDA) Planning Grant Program. It allocated \$2.745 million to the Authority for PDA planning grants in Contra Costa. To implement the program, the Authority released a request for qualifications in March for on-call consultant teams to support the planning grants and a call for projects in June for the planning grants themselves. Working with review committees made up of local staff, Authority staff has developed a recommended list of consultant teams and planning grants.
Recommendations	Staff recommends approval of recommended PDA Planning Grants and list of on-call consultant teams.
Financial Implications	MTC allocated \$2.745 million in federal STP funds for PDA Planning Grants in Contra Costa. These funds will require a local match of \$357,000. This match can be provided through in-kind services.
Options	The Planning Committee could reject or revise the recommendations.
Attachments (See PC packet dated 9/3/14)	<ul style="list-style-type: none"> A. Recommended Consultant Teams B. Summary of Recommended Planning Grants C. Schedule for PDA Planning Grants
Changes from Committee	None

Background

As part of its Resolution 4035, MTC allocated \$2.745 million to the Authority to fund the PDA Planning Grant Program in Contra Costa. According to Resolution 2035, “[g]rants will be made to jurisdictions to provide support in planning for PDAs in areas such as providing housing, jobs, intensified land use, promoting alternative modes of travel to the single occupancy vehicle, and parking management.”

The Authority's Initial PDA Strategy included the criteria and process for implementing the program in Contra Costa. This process included the following steps:

1. Establish a list of consultant teams with the capacity to provide eligible planning services and enter into contracts with them.
2. Select projects to receive planning grants and enter into agreements with project sponsors to spell out responsibilities, including provision of local match.
3. Work with project sponsors to select consultant teams to prepare the planning studies and develop a detailed scope and schedule for each.
4. For each planning study approve task orders outlining the detailed scopes and schedules.
5. Working with project sponsors and consultants, support the development of the planning studies.

Recommended List of Consultant Teams

On March 7, 2014, the Authority released a Request for Qualifications (RFQ) No. 14-1 for consultant teams interested in preparing a variety of planning studies for local agencies that would support the development of Priority Development Areas, or PDAs, in Contra Costa.

The RFQ required that firms or teams responding have sufficient experience and comprehensive skills in:

- Transportation planning, design and analysis
- Land use and urban design
- Developer financing, residential and commercial market assessment, project implementation, and economic revitalization
- Environmental assessment, and
- Community outreach.

In response, the Authority received qualifications from 14 consultant teams:

- | | |
|--|--------------------------------|
| ▪ ARUP | ▪ Perkins + Will |
| ▪ BMS Group | ▪ Placeworks |
| ▪ Community Design & Architecture Inc. | ▪ PMC |
| ▪ Dyett & Bhatia | ▪ Raimi + Associates |
| ▪ Kittelson & Associates | ▪ Stantec |
| ▪ MIG | ▪ TJKM Transportation |
| ▪ Opticos Design | ▪ Wallace Roberts & Todd (WRT) |

The qualifications were reviewed by a committee made up of local staff familiar with land use and transportation planning, especially in PDAs or infill areas, and Authority staff. (The committee was made up of Leigha Schmidt, City of Pittsburg; Carol Johnson, City of Concord; Debbie Chamberlain, City of San Ramon; Yvetteh Ortiz, City of El Cerrito; and Brad Beck, Authority staff.) After reviewing the submitted qualifications, the committee selected six teams to interview. As a result of the interviews, the committee recommended the following five teams to provide consultant support for the PDA planning studies:

1. ARUP
2. Opticos Design
3. Perkins + Will
4. Raimi + Associates
5. Wallace Roberts & Todd (WRT)

The review committee recommended ARUP, Perkins + Will and WRT as the three firms that most clearly met the scoring criteria and would be able to provide the services most likely to be needed for the planning activities selected for funding. The review committee also agreed that both Raimi and Opticos had experience and skills that might also be useful for local agencies: Raimi has a focus on health and design that is an increasingly important concern in planning, while Opticos has the greatest experience in form-based codes which could also be useful to a local agency. A full list of the teams, including proposed subconsultants, is included in Attachment A.

Recommended List of Planning Grants

The Authority released a call for projects for the PDA Planning Grants on June 3, 2014. In response, the Authority received ten applications as shown in the following table. A summary of the proposed scopes of work for the proposed planning studies is included in Attachment B.

The \$2.716 million requested is \$29,000 less than the \$2.745 million available for the grants, which means that the Authority could fund all ten of the applications. Because there is sufficient funding available to approve all ten applications, the committee reviewed the applications only for their eligibility for the program. The committee, made up of local and Authority staff, agreed that nine of the applications were clearly eligible for the program funding. They did, however, have questions about the scope of the Sustainable Communities Strategy (SCS) by Strengthening Public Health Plan proposed by the City of San Pablo that they felt needed to be clarified before approving its request. The reviewers were unsure what the "branding" task involved and whether it was an eligible component of the program. Authority staff is working with the City of San Pablo to clarify the scope and project purpose.

Project	Applicant	Request	Local Match Required*
City of Oakley Downtown PDA Market Study	Oakley	\$100,000	\$13,000
San Pablo Avenue Complete Streets	Contra Costa County	\$300,000	\$39,000
PDA Market and Fiscal Analysis	Martinez	\$200,000	\$26,000
Moraga Center Specific Plan Implementation Strategy	Moraga	\$150,000	\$20,000
SCS by Strengthening Public Health Plan	San Pablo	\$149,000	\$20,000
Grant, Salvio, and Oak Street Corridor Plan	Concord	\$250,000	\$33,000
Downtown Congestion Study for Implementing Lafayette's PDA	Lafayette	\$450,000	\$59,000
El Cerrito San Pablo Ave PDA Implementation Plan	El Cerrito	\$317,000	\$42,000
San Ramon IRH Trail Bike/Ped Overcrossings Bollinger Canyon & Crow Canyon Rd – Environmental Clearance	San Ramon	\$150,000	\$20,000
North Downtown Specific Plan	Walnut Creek	\$650,000	\$85,000
Totals		\$2,716,000	\$357,000

* To receive federal funds, sponsors must provide local match of 11.47 percent. This match can be provided through either staff time or direct financial contributions. The Authority will provide the majority of this match through the funding of the PDA Planning Grant contract managers and assume the remainder would be provided through local staff time.

Procurement of Contract Planning Manager Consultant Support

Due to the number of meetings and workload involved in overseeing and participating in ten planning studies, it was necessary to procure additional consultant support services to help implement the PDA Planning Grant Program. In March, the Authority approved agreements with two contract planning managers — Paul Fassinger of CTP Consulting and Paul Krupka of Krupka Consulting — to provide this support. The total cost for the two contracts is \$220,000, to be funded through Measure J Regional Planning (Org. OCP-18A).

The contract planning managers will be responsible for working with project sponsors to match the consultant teams to the planning studies; to develop the scopes of work and budgets for the studies; to assist with contract negotiation and preparation, to prepare memoranda of understanding (MOUs) and task orders for the studies; to facilitate the studies themselves; and to prepare the invoicing to Caltrans.

Providing Local Match

As noted above, to receive federal funds through the PDA Planning Grant program, sponsors must provide a local match of 11.47 percent of the total cost of the planning project. In practice, this means that the Authority will receive 88.53 percent back in federal funds of the

total amount invoiced. The \$2.745 million in federal STP funds allocated for the PDA Planning Grants program will require a local match of \$357,000.

In the Authority's agreement with FHWA, some or all of the local match can be provided through in-kind staff or consultant services funded with non-federal funds. The Authority also may apply the \$220,000 in Measure J funds for the contract planning managers overseeing implementation of the PDA Planning Grant program to provide part of the required match. Project sponsors may use their staff time — if properly documented and invoiced in a timely manner — to provide the remaining local match required.

Assigning Consultant Resources and Developing Scopes of Work

Once the Authority approves the list of consultant teams and planning grants, the Authority's PDA planning managers would work with project sponsors to select the "best fit" to assign consultant teams to planning studies. Authority staff would then work with the consultant teams to refine the consultant scopes of work and determine the final budgets for each study.

This process will likely be iterative, with considerable back and forth between the various parties involved. At present, the grant requests are \$29,000 below the total available in grant funding. The Authority intends to use these remaining funds as a contingency to allow for potential changes in scope or schedule.

Authority staff will begin the process of matching consultants and planning studies, setting budgets and scopes, and developing the consultant contracts and sponsor MOUs in September/October. We expect this process to take six to eight weeks with Authority approval of contracts and MOUs in December.

TCC Review

At its meeting on August 21, 2014, the TCC recommended approval of the proposed PDA planning grants and the proposed list of consultant teams. Committee members had a number of questions on the process for matching sponsor projects to consultant teams. One TCC member recommended that Authority staff send the qualifications for each team to the sponsors. Staff agrees that this would be an appropriate first step.

A representative from the Building Industries Association noted its opposition to using federal transportation funds for land use planning. Authority staff noted that MTC created the program as a key strategy in *Plan Bay Area* for encouraging development in PDAs and achieving required greenhouse gas emissions reduction goals.

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