



**METROPOLITAN
TRANSPORTATION
COMMISSION**

Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
415.778.6700
www.mtc.ca.gov

September 12, 2017

Jake Mackenzie, Chair
Sonoma County and Cities

Scott Haggerty, Vice Chair
Alameda County

Alicia C. Aguirre
Cities of San Mateo County

Ton Azumbrado
U.S. Department of Housing
and Urban Development

Jeannie Bruins
Cities of Santa Clara County

Damon Connolly
Marin County and Cities

Dave Cortese
Santa Clara County

Carol Dutra-Vernaci
Cities of Alameda County

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Nick Josefowitz
San Francisco Mayor's Appointee

Jane Kim
City and County of San Francisco

Sam Liccardo
San Jose Mayor's Appointee

Alfredo Pedrosa
Napa County and Cities

Julie Pierce
Association of Bay Area Governments

Bijan Sartipi
California State
Transportation Agency

Libby Schaaf
Oakland Mayor's Appointee

Warren Slocum
San Mateo County

James P. Spering
Solano County and Cities

Amy R. Worth
Cities of Contra Costa County

Steve Heninger
Executive Director

Alix Beckelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Attention: Mr. Chris Lau
Contra Costa County
Public Works Dept.
255 Glacier Drive
Martinez, CA 94553-4825

RE: Letter Agreement Between MTC and Contra Costa County for Additional P-TAP Services

Dear Mr. Lau:

This letter serves as an agreement between the Metropolitan Transportation Commission (MTC) and Contra Costa County (CONTRA COSTA COUNTY) for completing the inspection of two hundred and thirty-two (232) Pavement Management Program (PMP) miles as part of the Pavement Management and Technical Assistance Program (P-TAP), as described below in the CONTRACT (the "Project"), at CONTRA COSTA COUNTY's request, and which CONTRA COSTA COUNTY will fund (the "Agreement").

Background

On February 9, 2017, MTC executed a contract with Harris & Associates (CONSULTANT) for the Pavement Management Technical Assistance Program (P-TAP) (CONTRACT), covering Fiscal Years 2016-2017 through 2017-2018, to provide PMP professional services to jurisdictions in the MTC region.

Upon final execution of this Agreement, MTC will amend the CONTRACT with the CONSULTANT to increase the CONTRACT amount by sixty-three thousand three hundred fifty dollars (\$63,350) for the Project, which CONTRA COSTA COUNTY shall fully fund. The Project is in addition to the project award approved by MTC at its January 8, 2014 Administration Committee meeting that recommended a P-TAP project award for the base scope of Pavement Management Systems (PMS) services of \$100,000 to inspect three hundred thirty-three (333) PMP miles for Contra Costa County.

Scope of Services

MTC shall direct CONSULTANT to complete the Project for Contra Costa County as indicated below. CONSULTANT will secure approval of the Work Scope, Schedule and Budget from Contra Costa County and submit to MTC for review. MTC will manage the Project as part of the CONTRACT and oversee CONSULTANT for this work. The Scope of Work for the Project includes the following tasks:

- Task 1: Workscope, Schedule and Budget (10% of budget)
Perform condition surveys on sample sections of 232 PMP miles of roads, update Contra Costa County's database with the collected data and calculate the Pavement Condition Index (PCI). Conduct QA/QC as outlined in the scope.
- Task 2: Condition Survey Data and System Updates (40% of budget)
CONSULTANT shall update the maintenance and rehabilitation decision trees, analyze the data, and make recommendations to Contra Costa County based on the analysis.
- Task 3: Prepare budget needs and scenarios. (20% of budget)
CONSULTANT shall generate a summary of the budget analysis, pavement network condition, assumptions, methodology and recommendations.
- Task 4: Finalize budget needs and scenarios (30% of budget)
CONSULTANT shall prepare a summary Final Budget Options Report.

Deliverable 1: Workscope, Schedule and Budget
Deliverable Due Date: August 1, 2017

Deliverable 2: Condition Survey Data and System Updates
Deliverable Due Date: October 1, 2017

Deliverable 3: Budget Options Report (BOR) - Draft Report
Deliverable Due Date: December 1, 2017

Deliverable 4: Budget Options Report (BOR) - Final Report
Deliverable Due Date: April 1, 2018

Cost, Invoicing and Obligation of Contra Costa County to MTC

The cost for the Scope of Work shall not exceed sixty-three thousand three hundred fifty dollars (\$63,350). CONTRA COSTA COUNTY shall submit payment in the amount of \$63,350 to MTC for direct charges for CONSULTANT's work as outlined in this Scope of Work.

CONTRA COSTA COUNTY will not reimburse MTC for any MTC project management and oversight costs of this Agreement, nor any MTC overhead costs.

Payments under this Agreement shall be made within 30 days of CONTRA COSTA COUNTY's receipt of MTC's invoice.

Insurance and Indemnification

CONTRA COSTA COUNTY is an additional insured under the CONTRACT. MTC will also direct the CONSULTANT to indemnify CONTRA COSTA COUNTY and their commissioners, directors, officers, agents, and employees with respect to the Project. CONTRA COSTA COUNTY shall indemnify and hold harmless MTC, its Commissioners, officers, agents, and employees from claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), arising out of the Project; and CONTRA

COSTA COUNTY agrees at its own cost, expense and risk to defend claims, actions, suits, or other legal proceedings brought or instituted against MTC, its Commissioners, officers, agents, and employees, or any of them, to the extent arising out of such claims, demands, suits, loss, damages, injury, and/or liability, and to pay and satisfy any resulting judgments; provided, however, that CONTRA COSTA COUNTY is not required to indemnify or defend MTC for the proportion of liability attributable to the negligence or willful misconduct of MTC, its commissioners, directors, officers, agents or employees.

Agreement Term

The Agreement will expire on April 30, 2018, unless it is amended by mutual agreement to extend the expiration date.

MTC Contact for this Agreement:

Christina Hohorst
Associate Planner/Analyst
MTC
101 8th Street
Oakland, CA 94607
Telephone: 510-817-5869

CONTRA COSTA COUNTY Contact for this Agreement:

Chris Lau
Contra Costa County
Public Works Dept.
255 Glacier Drive
Martinez, CA 94553-4825

If you agree, please sign both copies of this Agreement in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

Steve Heminger
Executive Director


Accepted and Agreed to this 13th day
of September, 2017



David Twa, County Administrator
Contra Costa County

SH:ch

Sharon L. Andersen, County Counsel
Contra Costa County

By: 
Deputy County Counsel
Eric Gelston