

**REPORT TO MAYOR AND CITY COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: February 24, 2015

**SUBJECT: ACCEPT A \$250,000 PRIORITY DEVELOPMENT AREA PLANNING GRANT FROM THE CONTRA COSTA TRANSPORTATION AUTHORITY (CCTA) FOR THE DOWNTOWN CORRIDORS PLAN; APPROVE A COOPERATIVE FUNDING AGREEMENT WITH CCTA TO ADMINISTER THE GRANT; AND CONFIRM STAFF'S SELECTION OF THE CONSULTANT FROM CCTA'S APPROVED LIST**

**Report in Brief**

The Contra Costa Transportation Authority (CCTA) approved a \$250,000 Priority Development Area (PDA) Planning Grant to the City of Concord to prepare the Downtown Corridors Plan. The Downtown Specific Plan, adopted in June 2014, identified a goal of enhanced multi-modal circulation between four key locations in Concord's downtown: the Downtown BART Station, Todos Santos Plaza, the Park and Shop Shopping Center, and Ellis Lake Park. The "green streets framework" described in the Specific Plan connects these four key locations, consisting of the critical street segments of Grant Street, Salvio Street, Ellis Street, and Laguna Street to Oak Street.

The purpose of the PDA Planning Grant request to prepare a Downtown Corridors Plan was to take the next step forward toward implementation of the Specific Plan. The Corridor Plan would prepare design development drawings to enhance three critical corridors of the "frame," connecting residents living in the PDA to transit, retail, and jobs and improving all circulation modes in the heart of the downtown Concord. The design development plans will be used to seek additional grant funding to construct the improvements. The City's acceptance of the grant and execution of the Cooperative Funding Agreement prepared by CCTA are requirements for the release of the grant funds and initiation of the project.

In order to remain timely on the project, CCTA has requested that the Community and Economic Development staff select a consulting team from a list of five consultants which have been established by CCTA through a separate Request for Qualifications (RFQ) process initiated on March 7, 2014. The RFQ required that firms responding have sufficient experience and comprehensive skills in transportation planning, design and analysis, land use and urban design, project implementation, environmental assessment, and community outreach. Staff is recommending the project consulting team of ARUP, based on the well received and responsive work product they have provided the City on other projects, including the Concord Reuse Project Area Plan and the Citywide Climate Action Plan.

Staff recommends that the City Council accept the \$250,000 grant from CCTA for the Downtown Corridors Plan; approve the Cooperative Funding Agreement with CCTA and authorize the City Manager to execute the Agreement and any related amendments; and confirm staff's selection of the consultant for the project from CCTA's approved list.

### **Background**

CCTA serves as the Congestion Management Agency for Contra Costa County and has assumed responsibility for certain planning and programming activities that support the Metropolitan Transportation Commission (MTC) work program, including the administration of the PDA Planning Grant Program in Contra Costa County. As part of its Resolution 4035, MTC allocated \$2.745 million to the CCTA to fund the PDA Planning Grant Program in Contra Costa County to support housing, jobs, intensified land use, promoting alternative modes of travel, and parking management. On June 3, 2014, the CCTA released a call for projects for the PDA Planning Grant.

On June 23, 2014, the City's planning division brought to the Housing and Economic Development Committee a report for consideration of a competitive grant request for submittal to CCTA. On July 8, 2014, the City Council adopted a resolution (Resolution No. 14-52) authorizing and supporting the submittal of a grant application to the CCTA, for the funding of planning activities under the PDA Planning Grant Program. On September 17, 2014, the CCTA Board approved a \$250,000 grant to the City of Concord for the Downtown Corridors Project. The project is intended as a follow up to the Downtown Specific Plan to implement circulation and development strategies that both strengthen the connection along Salvio Street between Park & Shop and Todos Santos Plaza and along Grant Street between Todos Santos Plaza and the BART Station. The project will focus on multi-modal circulation within the right-of-way designing a "green streets framework" that extends from the Downtown BART Station, north on Grant Street to Salvio Street, west on Salvio Street to Park and Shop, south along Fry Way and Ellis Street to Laguna Street and east on Laguna and Oak Streets back to the BART Station.

CCTA has forwarded a Cooperative Funding Agreement for City approval that will allow CCTA to administer the contract with the consultant and the funding agreement with MTC, alleviating much of the administrative costs from the City. The PDA Planning Grant requires a City (11.47%) match (approx. \$28,675) which would be met in full with in-kind services provided through CCTA and City staff time used in overseeing the project. The Corridors Plan project is anticipated to be completed within a 12 month period from project initiation.

### **Discussion**

The proposed Corridor Plan is a complete streets project intended as a follow up to the Downtown Specific Plan (Specific Plan), to design the public right-of-way as highlighted in Chapter 3 of the Specific Plan. The proposed complete streets framework would connect existing parks and open spaces through a "green streets framework," that places an emphasis on pedestrian and bicycle circulation and improved landscaping to enhance connectivity and provide for better pedestrian and bicycle opportunities to link neighborhoods to shopping and employment areas.

The City's acceptance of the grant and execution of the proposed Cooperative Funding Agreement (**Attachment 1**) are CCTA requirements for release of the \$250,000 grant. The City Attorney's Office has reviewed the proposed Agreement which provides that the City will: 1) manage and direct the day-to-day work of the consultants, including providing necessary data and overseeing preparation and revision of work products; 2) provide deliverables determined in the Scope of Work to CCTA; 3) provide the required local match in staff time, recognizing that CCTA will offset a portion of the match with CCTA staff time; and 4) document staff time, as required by CCTA, and provide the documentation within 20 days of the end of each quarter. The Agreement also provides that CCTA will: 1) provide consultant planning support services consistent with the scope of work and schedule; 2) assist the City in delivering the project; and 3) submit invoices for project work prepared by the consultant and City, consistent with Caltrans and Federal Highway Administration (FHWA) requirements. Although the term of the Agreement is 36 months from the date of execution, staff anticipates a project timeline of 12-16 months. Staff recommends that the Council authorize the City Manager to execute the Cooperative Funding Agreement and any related amendments to the Agreement.

Lastly, CCTA has requested that the City select a consulting team for the project. CCTA prepared an approved consultant list based on a RFQ distributed in March 2014 for consultant teams interested in preparing a variety of planning studies for local agencies to support PDAs in Contra Costa County. CCTA received qualifications from 14 consultant teams and the City staff selected a team from the list. Staff recommends the selection of ARUP as the consultant team lead for work with the City on the Corridors Plan project, based on the positive experience and service the City has received from ARUP on other projects, their competence and extensive staff experience with this type of project, and their timeliness and quality of deliverables. ARUP's draft scope of work is attached (**Exhibit A to Attachment 1**).

CCTA has selected two contract planning managers who will be responsible for working with each of the ten local agency grant recipients (including Concord) to assist in contract negotiation, preparation of task orders, and to administer the financial aspect of the projects and preparation of invoicing to Caltrans. The City's share of the split for demonstration of in-kind (staff) services is anticipated to be approximately 38% (\$10,900) of the \$28,675 local match required, with the balance (62%) from CCTA administrative staff.

### **Fiscal Impact**

Following acceptance of the grant by the Council and full execution of the Cooperative Funding Agreement, CCTA will release the \$250,000 grant and the project can be initiated. The City's local match can be met fully through in-kind services and is expected to be approximately \$10,900 in staff time; therefore, no impact to the City's general fund will be incurred.

### **Public Contact**

Posting of the City Council Agenda.

**Recommendation for Action**

Staff requests that the City Council accept the \$250,000 PDA Planning grant from CCTA for preparation of the Downtown Corridors Plan; approve the Cooperative Funding Agreement with CCTA and authorize the City Manager to execute the agreement and any related amendments; and confirm staff's selection of the consultant for the project as ARUP from CCTA's approved list.

Prepared by: Joan Ryan, AICP  
Senior Planner-Housing  
[Joan.ryan@cityofconcord.org](mailto:Joan.ryan@cityofconcord.org)

Reviewed by: Laura Simpson  
Planning Manager  
[Laura.simpson@cityofconcord.org](mailto:Laura.simpson@cityofconcord.org)

Reviewed by: Victoria Walker  
Community & Econ. Development  
Manager  
[Victoria.walker@cityofconcord.org](mailto:Victoria.walker@cityofconcord.org)



---

Valerie J. Barone  
City Manager

[Valerie.Barone@ci.concord.ca.us](mailto:Valerie.Barone@ci.concord.ca.us)

Attachment 1: Cooperative Funding Agreement with Draft Scope of Work

**Cooperative Funding Agreement PDA.6.CONC**  
**between**  
**Contra Costa Transportation Authority and**  
**the City of Concord**

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 the CITY OF CONCORD, a municipal corporation 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

Cooperative Agreement No. PDA.6.CONC between  
Contra Costa Transportation Authority and the City of Concord

---

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, and 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 to provide planning support services and ten planning projects to be funded through the PDA Planning Grant Program, including the Grant, Salvio, and Oak Street Corridor Plan, 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 final versions of reports and other documents developed as part of the PROJECT scope. These final 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; provided, however, that, such information is not intended nor represented to be suitable for reuse by others on extensions of this PROJECT or on any other project, and any reuse will be at user’s sole risk and without liability or legal exposure and expenses to SPONSOR, including attorney’s fees arising out of such unauthorized reuse.

C. To provide the required local match for the PDA Planning Grant Program funds in either staff time or direct reimbursement to the AUTHORITY. AUTHORITY will offset a portion of this required local match using AUTHORITY staff time.

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 submit to CCTA within 20 days of the end of each 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 the 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 been started prior to the end of such three (3) years, 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), 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 and its contractors and subcontractors (if any) shall each 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 this work 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 SPONSOR's data and records pertaining to subcontracts (if any). 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.
3. **NOTICE:** SPONSOR and its contractors and subcontractors (if any) shall be given forty-eight hours advance written notice of any inspection or audit. SPONSOR does not have access to, ownership of, or control of, any contractor or subcontractor data or records (including, but not limited to, books, documents, papers, accounting records, data, supporting documentation, evidence, materials, or other information).

## 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.
- B. To provide consultant planning support services for the PROJECT consistent with the scope of work and milestone schedule in Exhibit A.
- C. To offset a portion of the required local match using AUTHORITY staff time.
- 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 as set forth in Exhibit B.
- F. To provide timely notice of any audit to be conducted relating to this AGREEMENT.
- G. To comply with the requirements of the AGREEMENT as applicable to the AUTHORITY.

## Section III

### **THE PARTIES MUTUALLY AGREE:**

- A. **TERM:** The Termination Date for this AGREEMENT shall be 36 months from the date this AGREEMENT is executed unless terminated at such other time by the written consent of all the PARTIES hereto. 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.

C. **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.

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 or agents, or subcontractors or any of them 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 council, representatives, agents, officers and employees from and

Cooperative Agreement No. PDA.6.CONC between  
Contra Costa Transportation Authority and the City of Concord

---

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 or agents, or subcontractors or any of them by reason of anything done or omitted to be done by AUTHORITY under or in connection 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:

Laura Simpson  
Planning Manager  
1950 Parkside Drive  
Concord CA 94519

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 pursuant to a power created by the AGREEMENT or by law, otherwise than for breach, by giving written notice of termination to the other PARTY which shall specify both the 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 for all services rendered by SPONSOR to the PROJECT pursuant to this AGREEMENT up to the time of termination, 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 breaching PARTY shall have 30 days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues cure, such PARTY shall be allowed a reasonable time to cure, not to exceed 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.

Cooperative Agreement No. PDA.6.CONC between  
Contra Costa Transportation Authority and the City of Concord

---

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, 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 AUTHORITY of 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 shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers 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 and venue shall be in Contra Costa County.

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

Cooperative Agreement No. PDA.6.CONC between  
Contra Costa Transportation Authority and the City of Concord

---

receive and expend federal funds as the Congestion Management Agency for 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 SPONSORS, and the PARTIES shall consult on a 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 notice shall be expressly limited by and subject to (i) the lawful ability of the AUTHORITY to expend sales tax proceeds 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, of funds for such purposes.

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**

**SPONSOR**

BY: \_\_\_\_\_  
Julie Pierce  
Chair

BY: \_\_\_\_\_  
Timothy S. Grayson  
Mayor

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Randell H. Iwasaki  
Executive Director

BY: \_\_\_\_\_  
Joelle Fockler, CMC  
City Clerk

APPROVED as to legal form:

APPROVED as to legal form:

BY: \_\_\_\_\_  
Malathy Subramanian  
Authority Counsel

BY: \_\_\_\_\_  
Mark Coon  
City Attorney

## **Exhibit A**

### **Scope of Work**

The following work scope provides a description of the activities that will be performed to complete the Concord Corridors Plan conceptual design of Grant, Salvio, and Oak Streets. The City and consultants will use this summary to craft a more specific work scope for the project. The fee for the project is not to exceed the \$250,000 provided for in the Priority Development Area (PDA) planning grant.

#### **TASK 1: PROJECT INITIATION AND MANAGEMENT**

##### **Task 1.1: Project Kick-off**

The consultants will participate in a project kick-off meeting with City and Contra Costa Transportation Authority (CCTA) staff. At this meeting, the team and City will confirm project goals and objectives and identify key stakeholders for the outreach process.

##### **Task 1.2: Project Schedule, Updated Work Plan and Budget**

The consultants will coordinate with the City's project manager and with CCTA staff to finalize the project work plan, schedule, task budgets, deliverables, project milestones, and meeting schedules.

The consultants will prepare a request for data from the City, including: GIS background data; existing street and utility drawings/surveys; geotechnical reports; existing drainage and sewer reports; tree surveys; surveys and/or data relating to locations of contaminated soils, underground storage tanks, drinking water wells; project pipelines (Public Works, Engineering, Capital Improvements, etc.), and storm water (NPDES permit and non-compliance notice from the Regional Water Quality Board).

Where survey or geotechnical data are unavailable, the consultants will make assumptions using the best available technical information and document those assumptions.

### **Task 1.3: Project Management Calls**

The consultants will participate in periodic project management conference calls with the City over the expected 12-month project timeline.

#### *Task 1 Deliverables:*

Final Scope, Budget, Schedule and Data Requests

## **TASK 2: COMMUNITY OUTREACH AND COORDINATION**

The consultant and the City will jointly conduct an outreach program, with the intent of ensuring that the Corridors Plan is consistent with other ongoing and planned work and that the community has a chance to participate in the process. Outreach will include a Technical Advisory Committee, internal departments, and external stakeholders. The team will assist the City in preparing materials (such as meeting announcements, posters, and presentations) and attend the meetings described below. The City will be responsible for arranging the meeting logistics, inviting attendees, and publicizing the events.

### **Task 2.1: Technical Advisory Committee (TAC)**

The consultant and the project's primary contact in Planning will meet with representatives of the Public Works Department, Engineering Division, and Transportation Division, together forming the project TAC. The TAC will review progress and ensure compatibility with the departments' ongoing efforts. The City will identify a key point of contact in each department and arrange the meetings.

### **Task 2.2: External Coordination**

The consultants will attend, and prepare materials for meetings with external stakeholders including: Transit Agencies; Community Interest Groups; the Public, and City Boards and Commissions.

### **Task 2.3: Accessibility Issues**

With assistance from the City, the consultants will prepare materials and lead a meeting/focus group to discuss accessibility issues relevant to the Corridors Plan. The team will work with the City to identify the appropriate internal and/or external stakeholders to participate in this meeting.

#### *Task 2 Deliverables*

Meeting materials, Attend Meetings, Meeting summaries

## **TASK 3: EXISTING CONDITIONS**

### **Task 3.1: Review existing plans**

The consultants will review existing and ongoing projects and plans in the project area. The City will provide the consultants with current status of any ongoing planning or design efforts in the project area. Relevant plans include the General Plan, the Downtown Specific Plan, and various bike, traffic, sewer and drainage documents.

### **Task 3.2: Assess existing conditions, identify opportunities and constraints**

The consultants will gather and review information on existing conditions along the study corridors, and identify relevant opportunities and constraints. This will include site visits; coordination with City staff to seek information on existing infrastructure and design standards; ongoing design and planning work; utility information; and confirmation of engineering input and drawings required to support the project submissions. With input from the City the consultants will produce a brief memo and map highlighting opportunities and constraints

*Task 3 Deliverables*

Existing conditions/opportunities and constraints memo, and map and existing conditions photo board

**TASK 4: DESIGN GUIDELINES**

To assist the City in creating cohesive downtown streets and sidewalks, the consultants will produce design guidelines for streets, intersections, and landscaping that apply to the study corridors and are relevant for the larger downtown area. The guidelines will include illustrations and examples to clearly communicate design intent. They will also identify the situations to which they are applicable so they can be used beyond the study corridors and assist the City in completion of the green streets framework. The guidelines will reflect the content of the Downtown Specific Plan and related design work completed or underway for the downtown area.

**Task 4.1 Streetscape and intersection guidelines**

Incorporating planned and ongoing design work in the Downtown Area, including the street types and cross sections in the Complete Streets Plan and the Downtown Specific Plan, the consultants will create illustrated street and intersection design guidelines that specify the configuration of elements in both the “traveled way” (the curb-to-curb area, including auto and bicycle travel lanes, parking, and crossings) and the “street side” (the pedestrian realm from curb-to-building).

**Task 4.2 LID drainage/Stormwater guidelines**

The consultants will produce illustrated design guidelines for storm water management using a Low Impact Development (LID) design framework. The guidelines will identify appropriate stormwater best management practices (BMPs) for each street section type, based on available space and previously identified constraints such as soil information and drainage.

#### **Task 4.3 Pop-up/temporary uses and parklet guidelines**

The consultants will review best practices in temporary uses in the public realm, such as pop-ups and parklets, and compile guidelines for their design and implementation. These will consider issues such as street conditions, size specifications, applications and permitting procedures, and responsibility for maintenance.

#### **Task 4.4 Accessibility guidelines**

The consultants will prepare guidelines for accessible design for pedestrian facilities in the public right-of-way, addressing topics such as sidewalks and obstructions, street crossings, curb ramps, pedestrian signals and signs, and street furniture.

#### *Task 4 Deliverables*

Streetscape and intersection guidelines, LID drainage/stormwater guidelines, pop-up/temporary uses and parklet guidelines and accessibility guidelines

### **TASK 5: CONCEPTUAL DESIGN DEVELOPMENT**

The consultants will develop conceptual designs for the three corridors, following the design guidelines set forth in Task 4, including conceptual engineering, urban, and landscape design. The high-level conceptual designs will reflect engineering design standards and basic right-of-way constraints, but will not represent detailed design. The designs will be shown in plan view and will include street cross sections at key locations along each corridor. Rough order of magnitude costs for the conceptual designs will be provided. The Consultants will ensure that the designs will integrate the LID drainage and stormwater BMPs guidelines established in Task 4. In addition, designs will include conceptual grading and curb reconfiguration plans as needed per drainage and landscape plans.

The consultants will also summarize any necessary changes to utility infrastructure, street lighting, and traffic signals resulting from the conceptual design, depending on the availability of data.

*Task 5 Deliverables*

Conceptual designs for each of the three corridors. Corridor cross-sections, LID/stormwater management section detail diagrams and utility infrastructure, lighting, and traffic signal changes.

## **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 close 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 and during the period covered by the invoice that SPONSOR will use for its required local match, and
    6. Cumulative local match provided to date
  
  - B. A table summarizing staff costs incurred that includes:

Cooperative Agreement No. PDA.6.CONC between  
Contra Costa Transportation Authority and the City of Concord

---

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
  5. Sum of costs for all employees during the period covered
- C. A detailed listing of each day an 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 1, 2 and 3 in an alternative format with prior approval of AUTHORITY

**Planning Committee STAFF REPORT**

**Meeting Date:** September 3, 2014

<b>Subject</b>	<b>Approval of Recommended PDA Planning Grant Program</b>
<b>Summary of Issues</b>	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.
<b>Recommendations</b>	Staff recommends approval of recommended PDA Planning Grants and list of on-call consultant teams.
<b>Financial Implications</b>	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.
<b>Options</b>	The Planning Committee could reject or revise the recommendations.
<b>Attachments (See PC packet dated 9/3/14)</b>	<ul style="list-style-type: none"> <li>A. Recommended Consultant Teams</li> <li>B. Summary of Recommended Planning Grants</li> <li>C. Schedule for PDA Planning Grants</li> </ul>
<b>Changes from Committee</b>	<i>None</i>

**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
- BMS Group
- Community Design & Architecture Inc.
- Dyett & Bhatia
- Kittelson & Associates
- MIG
- Opticos Design
- Perkins + Will
- Placeworks
- PMC
- Raimi + Associates
- Stantec
- TJKM Transportation
- 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.

<b>Project</b>	<b>Applicant</b>	<b>Request</b>	<b>Local Match Required*</b>
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
<b>Totals</b>		<b>\$2,716,000</b>	<b>\$357,000</b>

\* 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.