



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
April 1, 2015**

TO: Mayor and City Council
FROM: Tim Tucker, City Engineer
SUBJECT: Pacheco Boulevard Improvements Project: Blum Road to Morello Avenue
DATE: March 23, 2015

RECOMMENDATION:

Adopt resolution authorizing the City Manager to:

- A) Execute an agreement for consultant services with LCC, Inc. in the not to exceed amount of \$387,526, to perform an alignment study and alternative analysis; and
- B) Execute a Memorandum of Understanding (MOU) with Contra Costa County setting forth agency goals and expectations with respect to the implementation of the alignment study and alternative analysis, subject to approval of the City Attorney as to form.

BACKGROUND:

The Pacheco Boulevard Improvements Project, from Blum Road to Morello Avenue is programmed as Project Number 24003 in the 2013 Contra Costa Transportation Authority (CCTA) Measure J Strategic Plan. This project provides for an alternate route to I-680 enhancing circulation and redundant access. The next step in moving this project forward is to conduct an alignment study to refine the alignment and roadway section of the corridor.

DISCUSSION:

Over the past 30 to 40 years, precise alignment studies have been performed to initiate the improvement of the corridor to meet current and future traffic volumes and the needs of adjacent lands uses. This alignment study and alternative analysis will more specifically identify the necessary roadway improvements to accommodate current and future demands. The necessary roadway and related improvements to be considered include signalization, left turn lanes, sidewalks, landscaping, street lighting, utility relocation, tree/vegetation removal, grading and drainage, driveways, pavement striping and signage, pavement widening, utility relocation and/or undergrounding, bike lanes, and parking improvements.

The City and Contra Costa County have worked together to develop a scope of work and select a consultant team to perform the alignment study. As part of a competitive process, LCC, Inc. was selected as the most qualified to perform this work. This alignment study and alternative analysis will serve as the initial phase of the project and is scheduled to require approximately one year to complete. Subsequent phases will be developed as part of this initial phase, and are generally contemplated to include preliminary engineering and environmental clearance, followed by design engineering, right of way, and construction.

The City and County have also developed a draft Memorandum of Understanding that outlines the responsibilities of each agency in implementing this next step of moving this project forward. Both the County and City will serve as co-sponsors for the Measure C funds to be used for the study. Moreover, the City will serve as the implementing agency, and the County will work with the City in the review and approval of project deliverables. The authorization of executing the MOU is subject to approval by the City Attorney as to form.

FISCAL IMPACT:

The first phase of the project is fully funded with CCTA Measure C funds with a budget of \$450,000. This includes the alignment study and alternative analysis, as well as City and County staff work related to the design management and administration.

ACTION:

Adopt resolution authorizing the City Manager to:

- A) Execute an agreement for consultant services with LCC, Inc. in the not to exceed amount of \$387,526, to perform an alignment study and alternative analysis, and
- B) Execute a Memorandum of Understanding (MOU) with Contra Costa County setting forth agency goals and expectations with respect to the implementation of the alignment study and alternative analysis, subject to approval of the City Attorney as to form.

Attachments:

Project Location Map

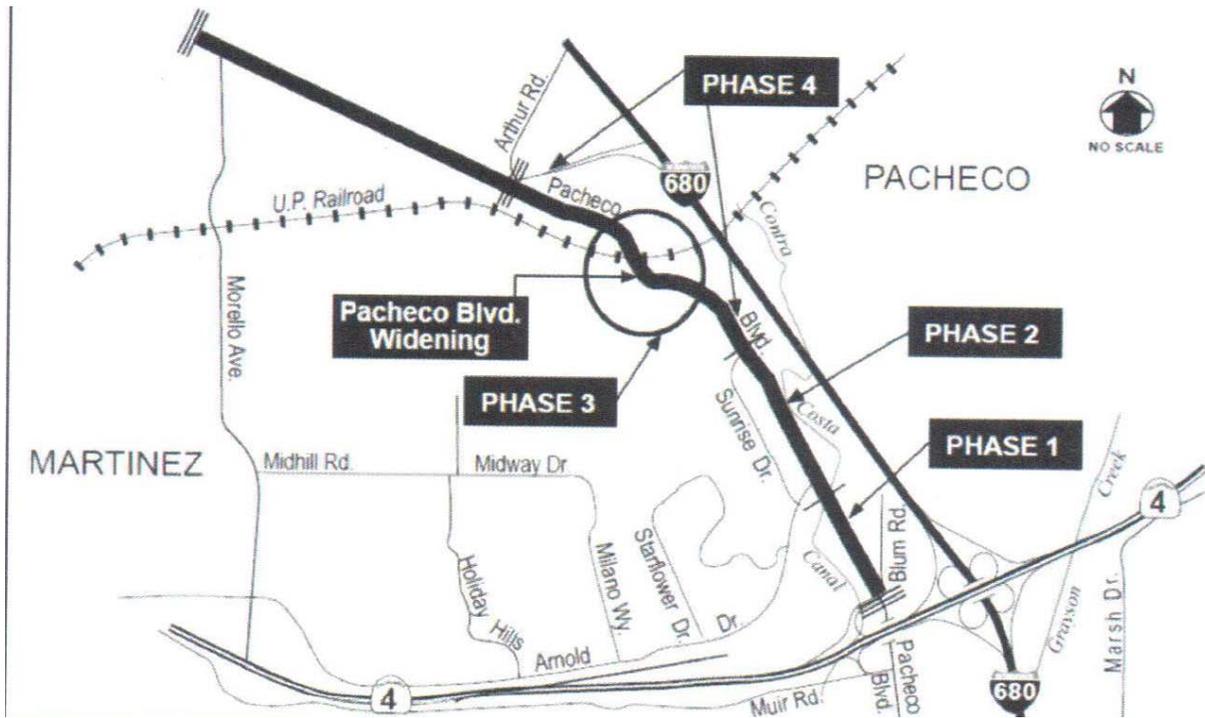
Resolution

LCC, Inc. Proposal to Prepare Alignment Study and Alternative Analysis

Draft MOU

APPROVED BY:


Acting City Manager



LOCATION MAP
PACHECO BOULEVARD IMPROVEMENTS, FROM BLUM ROAD TO MORELLO
AVENUE (CCTA PROJECT NO. 24003)

RESOLUTION AUTHORIZING THE CITY MANAGER TO 1) EXECUTE AN AGREEMENT FOR CONSULTANT SERVICES WITH LCC, INC. IN THE NOT TO EXCEED AMOUNT OF \$387,526, TO PERFORM AN ALIGNMENT STUDY AND ALTERNATIVE ANALYSIS, AND 2) EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH CONTRA COSTA COUNTY SETTING FORTH AGENCY GOALS AND EXPECTATIONS WITH RESPECT TO THE IMPLEMENTATION OF THE ALIGNMENT STUDY AND ALTERNATIVE ANALYSIS

WHEREAS, the Pacheco Boulevard Improvements Project, from Blum Road to Morello Avenue is programmed as Project Number 24003 in the 2013 Contra Costa Transportation Authority (CCTA) Measure J Strategic Plan; and

WHEREAS, this project provides for an alternate route to I-680 enhancing circulation and redundant access; and

WHEREAS, the next step in moving this project forward is to conduct an alignment study and alternative analysis to refine the alignment and roadway section of the corridor; and

WHEREAS, as part of a competitive process, LCC, Inc. was selected as the most qualified consultant to perform this work; and

WHEREAS, the project is fully funded with CCTA Measure C funds with a budget amount of \$450,000 to include the alignment study and alternative analysis, as well as City and County staff design management/administration; and

WHEREAS, the City and County have also developed a draft Memorandum of Understanding that outlines the responsibilities of each agency in implementing this next step in moving this project forward; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Martinez that the City Manager is authorized to execute an agreement for consultant services with LCC, Inc. in the not to exceed amount of \$387,526, to perform an alignment study and alternative analysis.

BE IT FURTHER RESOLVED by the City Council of the City of Martinez that the City Manager is authorized to execute a Memorandum of Understanding (MOU) with Contra Costa County setting forth agency goals and expectations with respect to the implementation of the alignment study and alternative analysis, subject to approval of the City Attorney as to form.

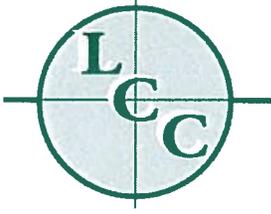
I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 1st day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ



PROPOSAL

to

CITY OF MARTINEZ

to prepare

**Alignment Study
& Alternatives Analysis**

for the

**Pacheco Boulevard Improvements
Blum Road to Morello Avenue
Contra Costa Transportation Authority Project #24003**

submitted by

**Leptien, Cronin, Cooper, Morris & Poore, Inc. dba
LCC
Civil Engineering - Land Surveying**

in association with

**Kimley-Horn and Associates, Inc.
Circlepoint
WRECO
Parikh Consultants, Inc.
PHA Transportation Consultants
Tetrattech**

March 2015

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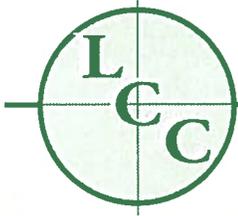
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Summary Fees by Consultant (Spreadsheet)

Estimate of Hours and Fees by Task (Spreadsheet)



LEPTIEN, CRONIN, COOPER, MORRIS & POORE, Inc.

Civil Engineering – Land Surveying

March 11, 2015

Principals

Randolph W. Leptien
Christine Leptien-Parks

Founded 1954

Guenter K. Leptien
1923-2000
Frank J. Cronin
1926-2003
Jasper Cooper
1926-2007

Former Principals

Albert A. Morris
John W. Poore, Sr.

Tim Tucker,
City Engineer
City of Martinez
525 Henrietta Street
Martinez, CA 94553

Re: Proposal to Prepare Alignment Study and Alternatives Analysis
Pacheco Boulevard Improvements, Blum Road to Morello Avenue
(Contra Costa Transportation Authority Project #24003)

Dear Mr. Tucker,

Leptien, Cronin, Cooper, Morris & Moore, Inc. (LCC) is very pleased to furnish the City of Martinez with this revised proposal to provide professional services for an Alignment Study and Alternatives Analysis for the referenced project.

The LCC team of consultants is the team that was selected by Contra Costa County in late 2011 to provide On Call Transportation Engineering Services. At your request, LCC will serve as the lead consultant. Our team members and respective areas of expertise are as follows:

- LCC – Civil Design, Land Surveying & Right of Way Engineering
- Kimley-Horn and Associates, Inc. - Traffic Analysis, Simulation and Preliminary Design
- Circlepoint – Preliminary Environmental Analysis and Public Outreach
- WRECO – Preliminary Flood Plain, Drainage and Water Quality
- Parikh Consultants, Inc. – Geotechnical Engineering and Hazardous Materials Assessment
- PHA Transportation Consultants – Traffic Volume Studies
- Tetrattech – Photogrammetry

Please feel free to contact me by email at randy.leptien@lcc-inc.com or by phone at (925) 228-4218 should you have any questions regarding the proposed scope of services, schedule or budgets for accomplishing this work.

We look forward to working with the City on this significant and exciting project.

Mailing Address:

LCC Inc.
930 Estudillo Street
Martinez, California
94553-1620
(925) 228-4218
Fax (925) 228-4638
www.lcc-inc.com

Sincerely,

LCC

Randolph W. Leptien
Principal

Enclosure

SECTION 1 – PROJECT TEAM

FIRMS, RESPONSIBILITIES & KEY PERSONEL

The project Team consists of a team of consultants that was pre-selected by Contra Costa County in late 2011 for On Call Transportation Engineering Services. Firms and respective areas of expertise are as follows:

- LCC – Civil Design, Land Surveying & Right of Way Engineering
- Kimley-Horn and Associates, Inc. - Traffic Analysis, Simulation and Preliminary Design, Preliminary Analysis of Railroad Crossing requirements
- Circlepoint – Preliminary Environmental Analysis Report and Public Outreach
- WRECO – Preliminary Flood Plain, Drainage and Water Quality
- Parikh Consultants, Inc. – Geotechnical Engineering
- PHA Transportation Consultants – Traffic Volume Studies
- Tetrattech – Photogrammetry

A description of the individuals to be assigned to the project and their respective responsibilities follows:

➤ **LCC**

Leptien, Cronin, Cooper, Morris & Poore, Inc. (LCC) will serve as the Team leader. Established in 1954, LCC has been a member of the Martinez business community for over 60 years. LCC specializes in the design of municipal streets and utilities in existing urban areas. The firm has had extensive experience with similar projects including the Phase I Alhambra Avenue Widening project in 1993 – 1997 and Phase II in 2003 – 2007 and the Park Plaza/Mt. Diablo Blvd. improvements in the City of Lafayette and the Pleasant Hill Road/Taylor Blvd. Intersection Improvements in the City of Pleasant Hill.

LCC will provide surveying, mapping, and preliminary roadway design services including drainage and utility relocation. LCC will directly provide and prepare in concert with Tetra Tech the project base mapping for the Alignment Study (AS). LCC will also directly prepare the right of way section of the AS. LCC will manage and coordinate the services of the other members of the Team and will schedule all meetings of the Team with the City and County.

Christine M. Leptien-Parks, P.E. & L.S. and principal of the firm since 2009 will lead the LCC team. Ms. Parks will directly oversee the surveying and mapping operations, design and right of way engineering. Ms. Parks, granddaughter of company founder has had extensive experience in the field and was the chief design engineer for the Alhambra Avenue Phase II, Taylor Boulevard and Mt. Diablo Boulevard Measure C projects

Mariam M. Virani, P.E. / Q.S.D. will serve as the chief design engineer for this project. Ms. Virani has over 10 year of street and utility design experience, all with LCC including several years processing grant funded projects with Caltrans.

Randolph W. Leptien, P.E. principal at LCC since 1983 will serve as the principal in charge and be the person responsible for committing the resources necessary for the timely delivery of the project deliverables by the Project Team. He will additionally review all deliverables for quality control and assurance. Upon request, Mr. Leptien will represent the Team at public meetings.

➤ **KIMLEY-HORN**

Kimley-Horn and Associates, Inc. (Kimley-Horn or K-HA) is a transportation engineering and planning firm with over 1,200 employees in 48 offices nationwide, including offices in Pleasanton, Oakland, and Sacramento.

Kimley-Horn will provide preliminary traffic analysis services including: data collection and

field review, baseline modeling, traffic analysis, signal system design and evaluation, signal interconnect design, signing, striping and highway lighting systems. Kimley-Horn will provide draft and final traffic reports for inclusion in the AS. Kimley-Horn will additionally provide a preliminary analysis of the requirements for the Railroad crossing in Segment 3 of the project. They will meet with the railroad owner to understand their standards and requirements. A summary memo documenting the design considerations will be prepared.

The services of Kimley-Horn will be performed and directed by John Pulliam, PE and Daniel Carley, PE and Ben Huie for civil design, traffic signal, signs and striping and by Mike Mowery, PE for Traffic Studies, Analysis and Simulation. Sanjay Pandya, P.E. will assist with the railroad crossing analysis and cost estimate if required.

➤ **CIRCLEPOINT**

Circlepoint provides integrated consulting services in public involvement facilitation, mediation, community relations, communications, and environmental planning. Founded in 1987, the firm specializes in government agency coordination, public involvement, land use planning, and environmental processing.

Circlepoint will provide the preliminary environmental analysis. Circlepoint will conduct a preliminary analysis of potential environmental constraints that may affect the design, cost, schedule, and delivery of different alternatives, and discusses the scope of future environmental studies likely to be required for necessary to develop the most favorable alignment for each alternative. Circlepoint may, as an optional service, provide project outreach services. These services, if authorized will include preparation of a memo that will confirm the approach, activities, schedule, roles and responsibilities. When potential right-of-way impacts are determined, a property owner's meeting with outreach to provide owners with an opportunity to learn about the project, any possible impacts and the process will be

conducted. This will allow owners to ask questions of the project team and staff. A summary of issues discussed and key themes along with any action items will then be prepared.

Circlepoint will be represented by Scott Steinwert for environmental services and by Chris Colwick for community relations.

➤ **WRECO**

WRECO is a small and minority-owned engineering consulting firm that specializes in the areas of hydraulic engineering and hydrology, stormwater management, water resources, water and wastewater system planning and design, and coastal engineering. WRECO was founded in 1995 and incorporated in 1996 as a standard California corporation.

WRECO will prepare Technical Memorandums for preliminary floodplain, drainage, and water quality studies and Biological Resources.

The services of WRECO will be directed by Hanbin Liang, PE, principal.

➤ **PARIKH CONSULTANTS, INC.**

Parikh Consultants, Inc. (Parikh or PCI) is a geotechnical engineering firm with a broad spectrum of capabilities and special expertise that allows them to provide services in other fields of geoscience. The firm specializes in providing geotechnical, materials recommendation, and Phase 1 hazardous material investigation services on public works and transportation projects.

Parikh will provide geotechnical and geological observations and recommendations for the Phase 1 initial hazardous materials assessment.

The services of Parikh Consultants, Inc. will be directed by Gary Parikh, PE and principal.

➤ **PHA TRANSPORTATION
CONSULTANTS**

PHA Transportation Consultants (PHA) is a UDBE transportation/traffic consulting firm providing planning and engineering services to clients in both public and private sectors. The firm was founded in 1992.

PHA will provide traffic counts to Kimley-Horn for the traffic analysis and simulations to be prepared for this project.

The services of PHA will be performed under the direction of Pang Ho, Principal

SECTION 2 – PROJECT DESCRIPTION

PROJECT BACKGROUND

Pacheco Boulevard from Blum Road to Morello Avenue is part of a north-south arterial running parallel with 1-680. This corridor provides for an alternate route to 1-680 enhancing circulation and redundant access. Over the past 30 to 40 years, precise alignment studies have been performed to initiate the improvement of the corridor to meet current and future traffic volumes and adjacent land uses. Currently, the project is divided into four distinct segments:

- Segment 1 - Blum Road to South Martinez City limits
- Segment 2 - South Martinez City limits to North Martinez City limits
- Segment 3 - Improvements in the vicinity of the Burlington Northern Santa Fe Railroad tracks
- Segment 4 - North Martinez City limits to Morello Avenue

These segments (previously referred to as “Phases”) were based on the alignment studies to date. These prior studies contemplated that the project improvements for each segment would generally consist of street widening to include two lanes in each direction, a center median and/or two way left turn lane in each direction, and bicycle/pedestrian facilities.

SCOPE AND INTENT OF ALIGNMENT STUDY & ALTERNATIVES ANALYSIS

The scope of this new Alignment Study will involve using these previous studies and available traffic volume data as a starting point to develop alignment and street section alternatives that will improve the corridor and provide opportunities to meet future demands and accommodate all users. Preliminary environmental impacts will be considered with the evaluation of each alternative and documented within the study.

Although the project is described in four segments, the study will include the development of alternatives and recommendations for the implementation of projects that may deviate from the current project segmentation along with preliminary estimates of construction costs. Public outreach may be necessary and has been included as an optional task.

The intent of the study will be to identify the improvements and priorities within each segment along the project limits of Pacheco Boulevard, from Blum Road to Morello Avenue. The Study will further analyze the adequacy of the existing street section from Arthur Road to Morello Avenue.

The roadway and necessary related improvements to be considered will comply with "Complete Streets" policies and Clean Water C.3 requirements and will include but not be limited to signalization, left turn lane medians, sidewalks, landscaping, street lighting, utility relocation, sign relocation, tree/vegetation removal, grading and drainage, driveways, pavement striping and signage, pavement widening, and/or undergrounding, traffic signals, bike lanes, and parking improvements.

The scope of work will include developing alignment and street section alternatives that improve the corridor and provide opportunities to meet future demands and accommodate all users. Preliminary environmental impacts will be considered with the evaluation of each alternative and documented within the study. Public outreach may be necessary and has been included as an optional task.

The services of all sub-consultants have been incorporated into the overall scope of work for the project.

SECTION 3 – SCOPE OF SERVICES

OVERVIEW

LCC and its Team of consultants will prepare an Alignment Study and Alternatives Analysis (AS) for Segments 1 through 4 of the project study area. Each consultant will address the issues within their specific discipline as identified in Section 1. The services of each subconsultant have been folded into the overall scope of services described below. The designation “Team” has been used when three or more consultants will collaborate on a single task.

The LCC Team will perform the following Tasks and make the following deliverables:

TASK 1 - PROJECT INITIATION, MANAGEMENT & TEAM MEETINGS

1.1 Project Initiation (Team) - LCC will schedule a kick-off meeting with the representatives of the City and the County to discuss the project scope, schedule and key areas of concern. All members of the Team will attend. The Team will review the approach, activities, schedule, roles and responsibilities including any outreach to the public that may be required. LCC will prepare an agenda for the meeting and circulate meeting notes following the meeting.

- Deliverable: Meeting Agenda and Notes

1.2 Project Management (LCC) – LCC will manage and coordinate the efforts of the Team. LCC will submit all deliverables to the City/County and will be responsible for assuring that Project milestones are met and deliverables are made on schedule. LCC will submit progress reports with monthly applications for payment on behalf of the LCC will prepare and update as necessary the project Schedule. Updates to

the schedule will be submitted when necessary.

LCC will perform a review of each deliverable. All deliverables will undergo quality control reviews prior to submittal to the City and/ County.

In addition to the meetings with the City and County, LCC will schedule and hold Project Development Team (PDT) meetings every other month or more often as necessary to track the overall project progress and to facilitate the collaboration between disciplines and the City and County. Team will participate in those meetings via phone and in person, as needed.

- Deliverables: Monthly progress reports, initial schedule and schedule updates.

1.3 Meetings with Team and Agency Staff - In addition to the project kickoff meeting *the Team will attend up to three (3) additional meetings with Agency Staff.*

- Deliverables: Meeting Agendas and Notes

TASK 2 – SURVEYING & MAPPING

2.1 Research and Reconnaissance (Team)
Members of the team will gather right of way and utility mapping, subdivision and roadway improvement plans, traffic studies, drainage studies and improvement plans, flood plain analyses, prior railroad overpass studies, and obtain information from City, County Public Works, County Assessor and Caltrans.

2.2 Perform Photogrammetric Surveys (LCC & Tetrattech) – LCC will set photo control and forward to Tetrattech. Tetrattech will fly and obtain 1:2400 exposures and 1” = 20’, 200 foot wide mapping, including

digital orthophotos for the entire length of the AS.

2.3 Produce Plan Profile Sheets (LCC) –

LCC will review the topographic mapping strips, produce a title block for plan and profile sheets and report any corrections necessary to Tetratech.

2.4 Develop Title Sheet (LCC) –

LCC will produce a draft title sheet for the AS including vicinity map.

2.5 Compute Project Control (LCC) –

LCC will insert right of way and center line detail into mapping using old file data and adjust for any changes due to recent subdivision of adjacent properties.

2.6 Map Existing Underground Utilities –

LCC will obtain copies of the record location of existing underground utilities from the utility companies and indicate these locations on the topographic maps. LCC will not perform any additional investigations (such as potholing) to verify locations of utilities.

- *Deliverable: Hard copy and digital copy of 1"=20' scale topographic maps and orthophotos*

TASK 3 - TRAFFIC ANALYSIS AND PARKING INVENTORY

3.1 Traffic Data Collection and Field Review (Kimley-Horn) -

Under this task, the Team will summarize the “existing” conditions within the study corridor. This summary will be used for both the localized validation of the forecasting model and the calibration of the operational model(s). Kimley-Horn will utilize available information from the City, County, and Caltrans, and assume conditions for data that is either outdated or not available. Assumptions made by the Team will be

discussed with the City and County prior to inclusion in the traffic modeling and analysis.

The AM and PM peak periods will be studied for the traffic model. It is anticipated that up to five (5) study intersections will be studied, including the following intersections:

- ❖ Pacheco Boulevard/Blum Road (signalized)
- ❖ Pacheco Boulevard/Arnold Drive (unsignalized)
- ❖ Pacheco Boulevard/Arthur Road (signalized)
- ❖ Pacheco Boulevard/Camino Del Sol (signalized)
- ❖ Pacheco Boulevard/Morello Avenue (signalized)

The following four (4) roadway segments will be studied as well:

- ❖ Pacheco Boulevard between Blum Road and Arnold Drive
- ❖ Pacheco Boulevard between Arnold Drive and Arthur Road
- ❖ Pacheco Boulevard between Arthur Road and Camino Del Sol
- ❖ Pacheco Boulevard between Camino Del Sol and Morello Avenue

Since the availability and quality of the existing data is not known at the time of this proposal, we assume that the Team will need to conduct some data collection. We anticipate conducting traffic counts, and possibly truck classification counts, through PHA Transportation. PHA will conduct the traffic counts on a typical Tuesday, Wednesday, or Thursday, not on holiday or during abnormal weather conditions.

Kimley-Horn will conduct a field review of the study intersections and roadway segments. This field review entails collecting relevant geometric and operation data, observations of traffic conditions, and

inventory of pedestrian, bicycle, and transit facilities in the study area.

3.2 Baseline Traffic Modeling (Kimley-Horn) - Upon completion of the traffic data collection task, the compiled information will be used to create the baseline model of the study corridor. This baseline model will reflect the existing AM and PM peak hour conditions of the study corridor and will be used as a comparison for the proposed project alternatives.

3.3 Traffic Forecasting (Kimley-Horn) - Kimley-Horn will analyze future conditions (Year (2040) of the study corridor. The future conditions will be consistent with the future year model from the Contra Costa Transportation Authority (CCTA). The most recent CCTA Travel Demand Forecasting Model will be used to determine future traffic volumes for the study corridor. Kimley-Horn will work with CCTA to gather this information. Kimley-Horn will utilize the model plots available for the future conditions, no model adjustments or modifications are assumed in this scope. As an alternative, an annual growth rate can be determined and utilized to grow the existing volumes to future year volumes. The method of projecting future year volumes will be discussed and confirmed with the City and County before being used for analysis. This future baseline model will be used as a comparison for the proposed project alternatives.

3.4 Traffic Analysis (Kimley-Horn) - Kimley-Horn will conduct a traffic analysis for the AM and PM peak hours for the following scenarios to determine the proposed project's impacts:

- Existing
- Existing Plus Project
- Cumulative (2040) – Alternative 1 and 2
- Cumulative (2040) Plus Project – Alternative 1 and 2

For each scenario, the traffic analysis will evaluate intersection level of service (LOS), roadway LOS, intersection queuing, intersection signal warrants. Kimley-Horn will evaluate up to two (2) conceptual alternatives for each Segment to address the purpose and need statement. LOS calculations will utilize Highway Capacity Manual (HCM) 2010 methodology within Synchro software, consistent with the updated CCTA technical procedures. The analysis methodology will be confirmed with the City and CCTA before intersection analysis is completed. The intersection queuing will be analyzed using HCM methodology within Synchro software, which looks at the 95th percentile queuing. The Synchro model will be used to also develop intersection and corridor-wide measures of effectiveness and design parameters such as the number of lanes, delay, queuing and necessary turn lane lengths, signal phasing, and timing recommendations. The analysis will result in recommendations for proposed improvements including number of lanes, roadway width, intersection geometry, pedestrian and bicycle facilities, and future signal operations.

3.5 Parking Inventory and Analysis (Kimley-Horn) - Kimley-Horn will study existing parking conditions along the study corridor by taking inventory of the existing on-street parking supply and recording the observed parking demand. The existing parking supply will be estimated through review of aerial photography and in-person field observations. The number of existing designated (parking permitted within the paved area of the street) and undesignated (where parking currently occurs within the unpaved roadway shoulder) on-street parking spaces will be recorded. Parking occupancy spot surveys will be performed on a typical weekday to observe the existing on-street parking demand along the corridor during various times of day. Existing on-street parking supply and peak occupancy will be summarized by street

segment. Kimley-Horn will summarize the methodology and findings of the parking occupancy analysis in a brief draft technical memorandum. Parking inventory and occupancy totals will be summarized in a tabulated format. The parking data will be tallied for the corridor as a whole, as well as for each side of the street and for each street segment. Kimley-Horn will respond to one set of non-conflicting agency comments and produce a final parking technical memorandum. No more than 10 staff hours are assumed for revisions to the draft technical memorandum.

- *Deliverables: Draft and Final Parking Inventory and Analysis Technical Memorandum*

3.6 Not Used

3.7 Traffic Report – Kimley-Horn will prepare a Traffic report in two steps.

3.7.1 Draft Traffic Report - Kimley-Horn will prepare a Draft Traffic Report summarizing the study methodology, traffic analysis results, and recommendations. The report will include text, tables, and figures describing the process, assumptions, and results.

- *Deliverable: Draft Traffic Report*

3.7.2 Final Traffic Report - Based on one set of non-conflicting comments, Kimley-Horn will make revisions and submit the Final Traffic Report. It is assumed that up to 30 hours will be utilized to incorporate comments on the Draft into the Final Traffic Report.

- *Deliverable: Final Traffic Report*

TASK 4 – ALIGNMENT STUDY AND ALTERNATIVES

4.1 Concept Alternatives Development (Kimley-Horn and LCC) - After receiving concurrence from the County, City and

possibly others on the general scope of the AS, Kimley-Horn will develop up to two (2) conceptual alternatives for each Segment at 1" = 40' scale to address the purpose and need statement. We will prepare geometrics to a level sufficient to determine the feasibility of each alternative. This task will include coordination with the Railroad to understand their standards and requirements as necessary.

Kimley-Horn will circulate the draft alternatives to project stakeholders for review and comment. Based on one set of non-conflicting comments, we will finalize the alternatives.

- *Deliverables: Draft and Final Conceptual Alternative Exhibits @ 1" = 40' scale*

4.2 Not Used

4.3 Utility Relocation Requirements Assessment – (Kimley-Horn)

Alternatives may require different levels of utility modification and/or relocation. These requirements will be analyzed for each alternative.

- *Deliverable: Identification of utility impacts on conceptual geometric exhibits and construction cost estimates*

4.4 Floodplains, Drainage and Water Quality Memorandum (WRECO) -

WRECO will research relevant data and perform a preliminary assessment of the Project area to identify potential floodplain, drainage, and water quality issues. WRECO will prepare a technical memorandum summarizing the results of the assessment and potential mitigation measures.

4.4.1 Data Review - WRECO will review available data, including previous studies, provided by the City and Project Team.

4.4.2 Field Reconnaissance - WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

4.4.3 Preliminary Floodplain and Drainage
WRECO will perform a preliminary floodplain risk assessment to evaluate the potential floodplain impacts from the proposed Project alternative alignments and general avoidance and mitigation measures. No detailed hydrologic and hydraulic analyses will be performed for this portion of the AS. Instead, WRECO will rely on the Federal Emergency Management Agency (FEMA) and other available information to perform our floodplain risk assessment. The key features to evaluate include the Vine Hill Creek crossing of Pacheco Boulevard and Contra Costa County's Flood Control's Drainage Area 57, Line B detention basin. WRECO will also conduct a general assessment of the existing drainage facilities and determine the general needs for drainage improvements.

4.4.4 Water Quality and C.3 Compliance
In order to provide the existing physical and regulatory environmental information for the water quality section of the AS, WRECO will research the following: 1) the current and upcoming laws that relate to water quality, 2) field surveys, 3) conditions of the watershed, existing drainage, and hydrology, 4) land use, geography, and topography of the area of the Project, 5) beneficial uses for all potentially affected waters, 6) water quality objectives for all potentially affected waters, 7) any monitoring data from other agencies, and 8) potential sources of pollutants.

For the proposed alternative alignments, WRECO will document the preliminary water quality assessment, needs for stormwater treatment best management practices (BMPs) and C.3 compliance, and general minimization measures to reduce

the adverse impacts to water quality in the technical memorandum.

- o Deliverables: Preliminary Floodplain, Drainage and Water Quality Study Technical Memorandum (Draft and Final in PDF)

4.5 Preliminary Biological Resources Memorandum (WRECO) - WRECO will perform a preliminary assessment of the Project area to identify potential biological resources, and prepare a brief memorandum summarizing the results of the assessment.

4.5.1 Special Status Species Research

WRECO will review available published biological information, including the California Natural Diversity Database (CNDDB), the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants, and the lists of special-status species that may occur in the Project area obtained from the U.S. Fish and Wildlife Service, and the California Department of Fish and Game.

4.5.2 Site Review for Biological Resources

Utilizing the above information, WRECO will conduct preliminary surveys of the proposed Project site area to determine the presence of suitable habitat for special status wildlife and plant species to determine the type of biological resources present and to photograph and document the types of vegetation, wildlife, and aquatic features currently on site.

- o Deliverables: Preliminary Biological Resources Technical Memorandum (Draft and Final in PDF)

4.6 Phase I Initial Site Assessment (Parikh Consultants Inc.) - Generally the ASTM recommends a 1.0 mile radius for the data search. However due to the linear nature of the project Parikh will conduct a corridor based study (with a 1-mile band on either side of the corridor). Based on this an Environmental Data Research (EDR) will be

ordered as a database study. The ISA study will be prepared to identify potential hazardous waste sites and evaluate environmental factors that may have impacted the soil groundwater quality within the project limits. The study will include data collection and documents research including historical land use based on study of aerial photographs and other relevant documents. The data research will be ordered from Environmental Data Research Inc. (EDR Inc.) for the proposed project. No field exploration and/or testing are included in this phase of the work.

Subsequently a Phase 2 investigation requiring field testing and analyses can be performed including laboratory tests and mitigation recommendations. This work is not included in the current scope.

- Deliverable: Phase I ISA Report

4.7 Preliminary Right of Way Report (LCC) – LCC will prepare a summary of the right of way requirements for the conceptual alignments studied.

4.7.1 Right of Way Drawings - Based upon the traffic and conceptual drawings LCC will prepare drawings with the conceptual designs incorporated into the topographic surveys and right of way mapping. These drawings will be used to develop the project right of way report.

4.7.2 Identification of Potential Right of Way requirements. – Based upon the recommended alignment for each alternative, LCC will prepare a summary of the parcels and areas of proposed acquisitions.

- Deliverables: 11 x 17 inch drawings and right of way report to be incorporated into the AS

4.8 Environmental Technical Memorandum (Circlepoint) - A technical memorandum will be prepared describing the key

environmental issues/constraints/potential regulatory permitting issues associated with each alternative. The memorandum will also delineate key environmental issues by project segment. The analysis will be based on preliminary design concepts provided by LCC. Specific activities to be conducted as part of the environmental evaluation will include the following:

4.8.1 Project Site Review by Circlepoint Staff - This task will involve a windshield survey of the project area and an on-the-ground survey of areas accessible by foot.

4.8.2 Land Use – Circlepoint will identify the existing and planned land uses and zoning in the project area and will determine if the build alternatives are consistent with state, regional, and local plans. While it is anticipated that the build alternatives will be consistent with existing land use plans, Circlepoint will identify any inconsistencies and/or required mitigation.

4.8.3 Cultural Resources – Circlepoint will conduct a search of the California Historical Resources Information System (CHRIS) to confirm the presence of known historical sites or structures and known archaeological sites in the project vicinity. During the site visit, Circlepoint staff will photograph any structures in the project area that appear to be older than 45 years of age.

4.8.4 Hydrology, Floodplain and Drainage – A separate technical memorandum addressing hydrological, floodplain and drainage issues will be prepared by WRECO.

4.8.5 Geology, Soils, Seismic and Topography – Circlepoint will review available environmental documents in the project vicinity, including the city General Plan to identify the general regional geology of the project area and determine if a subsequent geotechnical site characterization would be required.

4.8.6 Paleontology – Soil types in the project area will be reviewed to determine general sensitivity for the presence of paleontological resources. If soils indicate medium to high sensitivity, the memorandum will include a discussion of the scope and extent of additional paleontological studies and potential mitigations that may be required during the environmental review phase.

4.8.7 Hazardous Waste/Materials –Parhik will prepare an Initial Site Assessment for this phase of environmental documentation.

4.8.8 Noise and Vibration – Circlepoint will identify and map the location of any noise- and vibration-sensitive land uses (e.g. residences, community centers, schools, parks) in the project area that may be affected by construction or operation of the project. The memorandum will include discussion of the anticipated technical reports that would be required to evaluate and protect noise- and vibration-sensitive land uses as well as typical construction-period mitigation.

4.8.9 Biological Environment – WRECO will conduct preliminary surveys of the proposed Project site area to determine the presence of suitable habitat for special status wildlife and plant species to determine the type of biological resources present and to photograph and document the types of vegetation, wildlife, and aquatic features currently on site.

- Deliverables: Preliminary Biological Resources Technical Memorandum (Draft and Final in PDF)

Assumptions: One round of review of the environmental technical memorandum LCC and the County are included. Changes in alternatives, project limits or analysis of additional alternatives are not included.

4.9 Construction Cost Estimates (LCC & Kimley-Horn) - During the development of the conceptual alternatives, each alternative, as determined with input from the stakeholders, will have a Construction Cost Estimate prepared to aid in comparison with the other alternatives. These estimates will be prepared at a level that is in line with the level of conceptual design. (A maximum of 8 estimates will be prepared).

- Deliverables: Draft and Final Construction Cost Estimates incorporated into the AS

4.10 Assemble, Summarize and Submit AS (LCC) – LCC will assemble the documents developed by the team.

4.10.1 Draft AS - LCC will assemble and submit a Draft AS to the City / County for review and comment.

- Deliverables: Four (4) bound hard copies and a PDF

4.10.2 Final AS – LCC will incorporate the comments of the City / County and assemble the final AS and submit to the City.

- Deliverables: Four (4) bound hard copies and a PDF copy.

TASK 5– PUBLIC INVOLVEMENT

5.1 Not Used

5.2 Not Used

5.3 Community Meeting (Circlepoint) - Many community members are familiar with the community-meeting format for learning about infrastructure projects and sharing their feedback. For this project, a community meeting may not be necessary, but we are including one as an optional or contingency task. The meeting would provide another way for the community

and public at large to learn and provide input on the project. If desired, we recommend it occur earlier rather than later in the process to provide the team with ample opportunity to consider and respond to community issues and interests. Circlepoint would prepare the notice, meeting materials, staff and document the meeting. The City and County will prepare and distribute the meeting invitations and reserve the meeting venue, while the technical team will provide drawings, maps and graphics to support the desired content.

- Deliverables:
 - Meeting notice
 - Meeting materials
 - Project Team Attendance and documentation

***TASK 6 – MISCELLANEOUS SERVICES
(OPTIONAL) - Additional Alternative Studies,
Meetings and Coordination***

Upon written request the Team will provide additional services including studies, attendance at meetings and coordination.

SECTION 4 – SCHEDULE

OVERVIEW

It is estimated that the AS (Tasks 1 through 4) will take approximately eight (8) months to prepare. The schedule for developing the Alignment Study and the Conceptual Alternatives is dependent in part upon the review by staff and the subsequent reviews by the City, County, CCTA and Caltrans. Two reviews of two weeks each have been included. It has been assumed that these reviews will be performed concurrently by the agencies. Task 5 for Public Involvement will require an additional two (2) months.

BARCHART

A proposed bar chart schedule to develop the Alignment Study and Alternatives Analysis is attached.

Pacheco Boulevard, Blum Road to Morello Avenue (CCTA Project No. 24003)
 Alignment Study Alternatives Analysis
 PROJECT DESIGN SCHEDULE

		Week	34	35	36	37	38	39	40	41	42	43	44	45				
		Month	December			January					February							
No	Task																	
TASK 1 PROJECT INITIATION, MANAGEMENT & MEETINGS																		
1	Project Initiation & Kickoff Meeting																	
2	Project Management (LCC) 16 hours per month*8 mos.																	
3	Additional Meetings with Agencies (Team) Assumes 3																	
TASK 2 - SURVEYING & MAPPING																		
1	Research and Reconnaissance (LCC)																	
2	Perform Photogrammetric Surveys (LCC & Tetrattech)																	
3	Produce Plan Profile Sheets (LCC)																	
4	Develop Title Sheet (LCC)																	
5	Compute Project Control (LCC)																	
6	Map existing underground utilities																	
TASK 3-TRAFFIC ANALYSIS & PARKING INVENTORY																		
1	Traffic Data Collection and Field Review (Kimley-Horn)																	
2	Baseline Traffic Modeling (Kimley-Horn)																	
3	Traffic Forecasting (Kimley-Horn)																	
4	Traffic Analysis (Kimley-Horn)																	
5	Parking Inventory & Analysis (Kimley-Horn)																	
6	Coordination with Caltrans (by County)																	
7	Traffic Report																	
TASK 4 ALIGNMENT STUDY & ALTERNATIVES																		
1	Concept Alternatives Development (Kimley-Horn & LCC)																	
2	Not Used																	
3	Utility Relocation Requirements (Kimley-Horn)				x	x												
4	Floodplains, Drainage & Water Quality Memo (WRECO)				x	x												
5	Preliminary Biological Resources Memo (WRECO)				x	x												
6	Phase I Initial Site Assessment - No Field Tests (Parikh)				x	x												
7	Preliminary Right of Way Report (LCC)				x	x												
8	Environmental Technical Memorandum (Circlepoint)				x	x												
9	Preliminary Construction Cost Estimates (Kimley-LCC)				x	x												
10	Assemble, Summarize and Submit AS (LCC)				x	x												
Agency Review																		
			x	x														
TASK 5 - PUBLIC INVOLVEMENT																		
1	Not Used																	
2	Not Used																	
3	Community Meeting						x	x	x	x	x	x	x	x	x	x		

SECTION 5 –FEE FOR SERVICES

not exceed the respective subtotals indicated above.

OVERVIEW

LCC and its design Team propose to provide the scope of services described in Section 3, in accordance with the Schedule outlined in Section 4 for a total fee as follows:

Alignment Study & Alternatives Analysis
(Tasks 1 through 5)

Subtotal Tasks 1- 5: \$ 349,393

Miscellaneous Services (Optional)
(Task 6)

Subtotal Task 6: \$38,133

Total Tasks 1 - 6: \$387,526

ASSUMPTION FOR OPTIONAL TASK 6

Task 6 provides an allowance for miscellaneous services to be determined by the City and County. The amount of this optional Task assumes a 10% increase of the basic services provided under Tasks 1 through 5 plus an allowance for direct expenses and subconsultant markup.

The services to be performed are limited by the conditions included under the various tasks described in Section 3.

ESTIMATE OF FEE BY TASK

Two spreadsheets showing the estimated level of effort and estimate of cost for each task to be performed are attached. The first is a summary of the total fees by task for each consultant. The second spreadsheet includes a breakdown of the cost by consultant for each task and subtask. The line items indicated for each subtask are furnished in order to provide the City and County with a reasonable basis for the fee. The individual estimates are not intended to be considered as line item maximums and the actual cost to perform each subtask may be higher or lower depending upon the actual scope of services performed. The total amount of the fee for services for Tasks 1 through 5 (the Alignment Study and Alternatives Analysis) and Task 6 (Miscellaneous Services), however, will

**Alignment Study and Alternatives Analysis
Pacheco Boulevard Improvements, Blum Road to Morello Avenue**

SUMMARY OF FEES BY CONSULTANT

	FEE						
	LCC	K-HA	CRCPT	WRECO	PCI	TT	TOTAL
<i>TASK 1 PROJECT INITIATION, MANAGEMENT & MEETINGS</i>							
Total Task 1	\$29,134	\$4,120	\$1,903	\$2,060	\$2,100	\$0	\$39,318
<i>TASK 2 - SURVEYING & MAPPING</i>							
Total Task 2	\$33,913	\$0	\$0	\$0	\$0	\$15,755	\$49,668
<i>TASK 3-TRAFFIC ANALYSIS & PARKING INVENTORY</i>							
Total Task 3	\$8,327	\$59,235	\$0	\$0	\$0	\$0	\$67,562
<i>TASK 4 ALIGNMENT STUDY & ALTERNATIVES</i>							
Total Task 4	\$57,447	\$54,645	\$17,708	\$20,060	\$18,350	\$0	\$168,210
<i>TASK 5 - PUBLIC INVOLVEMENT</i>							
Total Task 5	\$6,064	\$4,460	\$10,616	\$2,100	\$1,394	\$0	\$24,634
Subtotal Tasks 1 through 5	\$134,885	\$122,460	\$30,228	\$24,220	\$21,844	\$15,755	\$349,393
<i>TASK 6 (OPTIONAL) - MISCELLANEOUS SERVICES</i>							
Total (Optional) Task 6	\$16,039	\$12,613	\$3,114	\$2,495	\$2,250	\$1,623	\$38,133
Total Including Optional Task 6	\$150,924	\$135,073	\$33,342	\$26,715	\$24,094	\$17,378	\$387,526

ALIGNMENT STUDY AND ALTERNATIVES ANALYSIS FOR PACHECO BOULEVARD IMPROVEMENTS
Blum Road to Morello Avenue

ESTIMATE OF HOURS AND FEES BY TASK

Subtask		ESTIMATED HOURS						ESTIMATED FEE							
		LCC	K-HA	CRCPT	WRECO	PCI	TT	TOTAL	LCC	K-HA	CRCPT	WRECO	PCI	TT	TOTAL
Subtask	TASK 1 PROJECT INITIATION, MANAGEMENT & MEETINGS														
1.1	Project Initiation & Kickoff Meeting	8	6	3	3	3		23	\$1,377	\$1,200	\$600	\$600	\$600		\$4,377
1.2	Project Management (LCC) 15 hours per month*8 mos.	120						120	\$22,680						\$22,680
1.3	Additional Meetings with Agencies (Team) Assumes 3	20	18	11	9	11		69	\$3,240	\$2,920	\$1,303	\$1,460	\$1,500		\$10,423
	Subtotal	148	24	14	12	14	0	212	\$27,297	\$4,120	\$1,903	\$2,060	\$2,100	\$0	\$37,480
	Estimated Direct Expense								\$819						\$819
	Subconsultant Markup@10%								\$1,018						\$1,018
	Total Task 1	148	24	14	12	14	0	212	\$29,134	\$4,120	\$1,903	\$2,060	\$2,100	\$0	\$39,318
Subtask	TASK 2 - SURVEYING & MAPPING														
2.1	Research and Reconnaissance (LCC)	20						20	\$3,184						\$3,184
2.2	Perform Photogrammetric Surveys (LCC & Tetratex)	24					105	129	\$5,224				\$15,755		\$20,979
2.3	Produce Plan Profile Sheets (LCC)	48						48	\$5,024						\$5,024
2.4	Develop Title Sheet (LCC)	8						8	\$916						\$916
2.5	Compute Project Control (LCC)	64						64	\$11,344						\$11,344
2.6	Map existing underground utilities	56						56	\$5,704						\$5,704
	Subtotal	220	0	0	0	0	105	325	\$31,396	\$0	\$0	\$0	\$0	\$15,755	\$47,151
	Estimated Direct Expense								\$942						\$942
	Subconsultant Markup@10%								\$1,576						\$1,576
	Total Task 2	220	0	0	0	0	105	325	\$33,913	\$0	\$0	\$0	\$0	\$15,755	\$49,668
Subtask	TASK 3-TRAFFIC ANALYSIS & PARKING INVENTORY														
3.1.	Traffic Data Collection and Field Review (Kimley-Horn)	8	57					65	\$1,332	\$8,820					\$10,152
3.2.	Baseline Traffic Modeling (Kimley-Horn)	0	30					30	\$0	\$3,910					\$3,910
3.3.	Traffic Forecasting (Kimley-Horn)	0	20					20	\$0	\$2,705					\$2,705
3.4.	Traffic Analysis (Kimley-Horn)	0	113					113	\$0	\$14,385					\$14,385
3.5.	Parking Inventory & Analysis (Kimley-Horn)	0	63					63	\$0	\$8,450					\$8,450
3.6.	Not Used	0	0					0	\$0	\$0					\$0
3.7.	Traffic Report	8	125					133	\$1,332	\$17,565					\$18,897
	Subtotal	16	408	0	0	0	0	424	\$2,664	\$55,835	\$0	\$0	\$0	\$0	\$58,499
	Estimated Direct Expense								\$80						\$80
	Direct K-HA Expense Traffic Counts by PHA									\$3,400					\$3,400
	Subconsultant Markup@10%								\$5,584						\$5,584
	Total Task 3	16	408	0	0	0	0	424	\$8,327	\$59,235	\$0	\$0	\$0	\$0	\$67,562
Subtask	TASK 4 ALIGNMENT STUDY & ALTERNATIVES														
4.1	Concept Alternatives Development (Kimley-Horn & LCC)	64	274					338	\$10,656	\$40,510					\$51,166
4.2	Not Used	0	0					0	\$0	\$0					\$0
4.3	Utility Relocation Requirements (Kimley-Horn)	0	33					33	\$0	\$4,505					\$4,505
4.4	Floodplains, Drainage & Water Quality Memo (WRECO)	0			106			106	\$0			\$12,610			\$12,610
4.5	Preliminary Biological Resources Memo (WRECO)	0			66			66	\$0			\$7,250			\$7,250
4.6	Phase I Initial Site Assessment - No Field Tests (Parikh)	0				152		152	\$0				\$16,690		\$16,690
4.7	Preliminary Right of Way Report (LCC)	104						104	\$15,504						\$15,504
4.8	Environmental Technical Memorandum (Circlepoint)	0		139				139	\$0		\$12,708				\$12,708
4.9	Preliminary Construction Cost Estimates (Kimley-LCC)	32	54					86	\$5,328	\$7,630					\$12,958

ALIGNMENT STUDY AND ALTERNATIVES ANALYSIS FOR PACHECO BOULEVARD IMPROVEMENTS
Blum Road to Morello Avenue

ESTIMATE OF HOURS AND FEES BY TASK

		ESTIMATED HOURS						ESTIMATED FEE							
		LCC	K-HA	CRCPT	WRECO	PCI	TT	TOTAL	LCC	K-HA	CRCPT	WRECO	PCI	TT	TOTAL
4.10	<i>Assemble, Summarize and Submit AS (LCC)</i>	96						96	\$14,392						\$14,392
	Subtotal	296	361	139	172	152	0	1120	\$45,880	\$52,645	\$12,708	\$19,860	\$16,690	\$0	\$147,784
	<i>Estimated Direct Expense</i>								\$1,376	\$2,000		\$200	\$1,660		\$5,236
	<i>Direct Expense Circlepoint Cultural Resources</i>										\$5,000				\$5,000
	<i>Subconsultant Markup@10%</i>								\$10,190						\$10,190
	Total Task 4	296	361	139	172	152	0	1120	\$57,447	\$54,645	\$17,708	\$20,060	\$18,350	\$0	\$168,210
Subtask	TASK 5 - PUBLIC INVOLVEMENT														
5.1.	<i>Not Used</i>	0		0				0	\$0		\$0				\$0
5.2.	<i>Not Used</i>	0		0				0	\$0		\$0				\$0
5.3	<i>Community Meeting</i>	28	28	108	16	8		188	\$4,084	\$4,460	\$10,616	\$2,100	\$1,394		\$22,654
	Subtotal	28	28	108	16	8	0	188	\$4,084	\$4,460	\$10,616	\$2,100	\$1,394	\$0	\$22,654
	<i>Estimated Direct Expense</i>								\$123						\$123
	<i>Subconsultant Markup@10%</i>								\$1,857						\$1,857
	Total Task 5	28	28	108	16	8	0	188	\$6,064	\$4,460	\$10,616	\$2,100	\$1,394	\$0	\$24,634
	Total Tasks 1 through 5	708	821	261	200	174	105	2,269.0	\$ 134,885	\$ 122,460	\$ 30,228	\$ 24,220	\$ 21,844	\$ 15,755	\$ 349,393
	TASK 6 (OPTIONAL) - MISCELLANEOUS SERVICES														
	<i>Additional Studies, Meetings and Coordination upon request @ 10%</i>	71	82	26	20	17	11	227	\$13,489	\$12,246	\$3,023	\$2,422	\$2,184	\$1,576	\$34,940
	<i>Estimated Direct Expense @3%</i>								\$405	\$367	\$91	\$73	\$66	\$47	\$1,048
	<i>Subconsultant Markup@10%</i>								\$2,145						\$2,145
	Total (Optional) Task 6	71	82	26	20	17	11	227	\$16,039	\$12,613	\$3,114	\$2,495	\$2,250	\$1,623	\$38,133
	Total Including Optional Task 6	779	903	287	220	191	116	2,496.0	\$150,924	\$135,073	\$33,342	\$26,715	\$24,094	\$17,378	\$387,526

**MEMORANDUM OF UNDERSTANDING
BETWEEN CONTRA COSTA COUNTY AND CITY OF MARTINEZ
FOR THE PACHECO BOULEVARD IMPROVEMENTS PROJECT
FROM BLUM ROAD TO MORELLO AVENUE
(ALIGNMENT STUDY)**

This MEMORANDUM OF UNDERSTANDING, dated _____ day of _____, 2015 (this “MOU”), is entered into by Contra Costa County, a political subdivision of the State of California (“COUNTY”) and the City of Martinez, California (“CITY”).

RECITALS

- A. The Pacheco Boulevard Improvements Project, from Blum Road to Morello Avenue (PROJECT), is a project to realign and widen Pacheco Boulevard within unincorporated Contra Costa County and the City of Martinez from Blum Road to Morello Avenue.
- B. COUNTY and CITY general plans both reflect ultimate four lane configurations along Pacheco Boulevard (ROADWAY), within the PROJECT limits.
- C. The COUNTY and CITY have reviewed the alignment and width of the ROADWAY within the PROJECT limits and recommends an alignment study to more specifically define the potential PROJECT improvements.
- D. The COUNTY and the CITY agree that this alignment study for the PROJECT will include topographic mapping, traffic analysis, and alternative analysis with environmental considerations.
- E. The parties intend to define herein the understanding by which COUNTY and CITY are to implement the alignment study.
- F. The sole funding for the alignment study is Contra Costa Transportation Authority (CCTA) Measure C funds. CITY and COUNTY will develop a program budget for project funding purposes. Based on a program budget that is mutually agreeable to both parties, COUNTY will request appropriation of Measure C funds from the Contra Costa Transportation Authority (CCTA) to conduct an alignment study for the PROJECT and assign CITY as co-sponsor for the Measure C funds to be used for the study.
- G. The CITY will serve as the implementing agency, and the COUNTY will assist the CITY in the review and approval of the study deliverables.

UNDERSTANDING

Now, therefore, it is hereby acknowledged, CITY and COUNTY agree as follows:

1. **PURPOSE.** The Purpose of this MOU is to set forth the parties' goals and expectations with respect to implementing the alignment study phase of the PROJECT. This MOU shall only be construed to create the specific rights and obligation set forth herein, and is not intended, and shall not be construed, to create any rights or obligations beyond those that do not otherwise exist under the law.
2. **ALIGNMENT STUDY AND ALTERNATIVES.** CITY will complete a traffic analysis, an alignment study and develop alternatives identifying environmental considerations for each segment for the PROJECT within the COUNTY and the CITY. The alignment study will include design level mapping for the PROJECT and will determine alternative horizontal and vertical ROADWAY alignments, along with right-of-way requirements, and develop planning level cost estimates. All work within the jurisdictional boundaries of COUNTY shall be performed to the satisfaction of COUNTY, in accordance with COUNTY standards and requirements. All work within the jurisdictional boundaries of CITY shall be performed to the satisfaction of CITY, in accordance with CITY standards and requirements.
3. **INVOICING AND PAYMENT.** COUNTY will invoice CITY no less than quarterly for reimbursement of COUNTY'S costs incurred in assisting the CITY in the review and approval of project deliverables. CITY shall submit said COUNTY costs along with its own costs to CCTA for reimbursement on a quarterly basis. CITY will reimburse COUNTY no less than 30 days after payment of said costs are received from CCTA. CITY shall only reimburse COUNTY if payment for COUNTY costs is received from CCTA.
4. **FUTURE PROJECT PHASES.** CITY and COUNTY may agree to seek funding for future PROJECT phases, including, but not limited to environmental clearance, preliminary engineering, right-of-way, and construction phases. If the CITY and COUNTY decide to proceed with future PROJECT phases using Measure J funds, CITY and COUNTY shall enter into a subsequent agreement or MOU, as mutually agreed upon by both parties. Nothing in this MOU commits either County or CITY to seek funding for future PROJECT phases or to construct PROJECT improvements.
5. **HOLD HARMLESS.**
 - (a) Nothing in this MOU is intended to affect the legal liability of any party by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.
 - (b) CITY shall defend, hold harmless, and indemnify COUNTY, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of CITY's performance of this MOU, except for liability arising out of the sole negligence or willful misconduct of COUNTY, or its officers, agents or employees.

(c) COUNTY shall defend, hold harmless, and indemnify CITY, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of COUNTY's performance of this MOU, except for liability arising out of the sole negligence or willful misconduct of CITY, or its officers, agents or employees.

6. TERM OF MOU. This MOU will expire upon the completion of the tasks set forth in Sections 2 and 3 of this MOU. In the event that CCTA discontinues reimbursement for PROJECT costs, CITY and/or COUNTY may terminate this MOU and work on PROJECT.
7. MOU MODIFICATION. This MOU shall be subject to modification only with the written consent of the legislative bodies of each party hereto.
8. ACCOUNTABILITY. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements. In accordance with Section 3 of this MOU, reporting shall consist of 1) COUNTY shall provide invoice reimbursement requests to the CITY, and 2) CITY shall provide COUNTY copies of reimbursement requests submitted to CCTA.
9. USE OF FUNDS. Funds contributed for the project shall be used solely for the PROJECT, and in accordance with the referenced CCTA Cooperative Agreement and funding appropriation.
10. MOU CONSTRUCTION. The section headings and captions of this MOU are, and the arrangement of this instrument is, for the sole convenience of the parties to this MOU. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this MOU.
11. ENTIRE MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.
12. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this MOU will not become effective until counterparts have been executed by both parties. Faxed signatures on this MOU or any notice, consent or amendment required under this MOU are binding.
13. NOTICES. All correspondence regarding this MOU, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one party to the other:

COUNTY:
Julia R. Bueren, Public Works Director
255 Glacier Drive
Martinez, CA 94553

CITY:
Tim Tucker, City Engineer
525 Henrietta Street
Martinez, CA 94553

14. GOVERNING LAW; VENUE. This MOU will be governed and construed in accordance with California law. The venue of any litigation arising out of this MOU will be Contra Costa County.

IN WITNESS WHEREOF, the parties have each executed this MOU as of the date first set forth above.

CONTRA COSTA COUNTY:

CITY OF MARTINEZ:

By: _____
Julia R. Bueren, Public Works Director

By: _____
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
City Attorney