

MEETING NOTICE AND AGENDA

DATE & TIME: October 28, 2022 • 8:00 AM – 10:00 AM

REMOTE ACCESS:

<https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJyd1BoYk0yYWVlZWVlWHZ4Zz09>

MEETING ID#: 732 105 8840

PASSWORD (if requested): WCCTAC2020

Shelter-In-Place Order and Teleconference

The Contra Costa County Health Officer issued an order directing residents to **shelter in place**, due to COVID-19. The order limits activity, travel, and business functions to only those that are essential.

Remote Participation Only

As a result of the COVID-19 public health emergency, including the County Health Officer and Governor’s directives for everyone to shelter in place, **there will be no physical location for the Board Meeting**. Board members will attend via teleconference and members of the public are invited to attend the meeting and **participate remotely**.

Pursuant to the Governor’s Executive Order N-29-20, Board members: Chris Kelley, Norma Martinez-Rubin, Rita Xavier, Tom Butt, Demnlus Johnson, Eduardo Martinez, Paul Fadelli, John Gioia, Jovanka Beckles, Maureen Powers, and Lateefah Simon may be attending this meeting via teleconference, as may WCCTAC Alternate Board Members. Any votes conducted during the teleconferencing session will be conducted by roll call.

The public may observe and address the WCCTAC Board in the following ways:

Remote Viewing/Listening

Webinar:

To observe the meeting by video conference, utilizing the Zoom platform, please click on this link (same link as shown above) to join the webinar at the noticed meeting time:
<https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJyd1BoYk0yYWVlZWVlWHZ4Zz09>

Phone:

Dial the following number, enter the participant PIN followed by # to confirm:

+1 669 900 6833

Meeting ID: 732 105 8840

Password: 066620

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa
County

AC Transit

BART

WestCAT

Public Comment via Teleconference

Members of the public may address the Board during the initial public comment portion of the meeting or during the comment period for agenda items.

Participants may use the chat function on Zoom or physically raise their hands to indicate if they wish to speak on a particular item.

Written Comment (accepted until the start of the meeting, unless otherwise noted on the meeting agenda). Public comments received by 5:00 p.m. on the evening before the Board meeting date will be provided to the WCCTAC Board and heard before Board action. Comments may be submitted by email to vjenkins@wcctac.org.

Comments may also be submitted via e-mail to vjenkins@wcctac.org at any time prior to closure of the public comment portion of the item(s) under consideration. All written comments will be included in the record.

Reading of Public Comments: WCCTAC staff will read aloud email comments received during the meeting that include the subject line "FOR THE RECORD" as well as the item number for comment, provided that the reading shall not exceed three (3) minutes, or such other time as the Board may provide.

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1. **Call to Order and Board Member Roll Call.** (*Demnlus Johnson III – Chair*)
 2. **Public Comment.** The public is welcome to address the Board on any item that is not listed on the agenda.

CONSENT CALENDAR

3. **Minutes of August 31, 2022 and September 23, 2022 Board Meetings.** (*Attachment; Recommended Action: Approve*).
4. **Monthly Update on WCCTAC Activities.** (*Attachment; Information only*).
5. **Financial Reports.** The reports show the Agency's revenues and expenses through September 2022. (*Attachment; Information only*).
6. **Payment of Invoices over \$10,000.** (*No attachment; Information only*).
7. **AB 361 Resolution to Continue Teleconferenced Meetings.** AB 361 allows the Board to continue meeting virtually during a State of Emergency upon the Board making certain findings that meeting in person would present imminent risks to the health or safety as attendees. Resolution No 22-23 provides the necessary findings for the Board of Directors and TAC to continue meeting virtually. (*Attachment; Recommended Action: Adopt Resolution 22-23*).

8. **Richmond Parkway Plan (Request for Proposals).** With support from Contra Costa County, the City of Richmond, and local community groups, WCCTAC applied for, and was awarded, \$562,650 in Caltrans Sustainable Communities Planning Grant funds to develop a Richmond Environmental Justice and Regional Mobility Plan. At its June 24, 2022 meeting, the WCCTAC Board approved Resolution 22-10 granting the WCCTAC Executive Director authority to execute a funding agreement with Caltrans. Consistent with that agreement, staff developed an RFP for consultant services to assist with the preparation of the plan. Staff is now seeking Board authorization to release the RFP and to use \$36,500 of Measure J, 28b funds for part of the local cash match. Staff plans to utilize staff hours to fulfill the remainder of the local match requirement. *(Attachment; Recommended Action: Authorize release of the RFP and the use of \$36,500 in Measure J, 28b funds to meet part of the grant’s local match requirement).*

REGULAR AGENDA ITEMS

9. **San Pablo Avenue Multi-modal Corridor Study, Phase 2 – Feedback from Councils and AC Transit Board.** This summer and fall, WCCTAC staff and its consultant presented information about the study to the El Cerrito, Richmond, and San Pablo City Councils as well as the AC Transit Board of Directors. WCCTAC staff will provide the Board with an overview of the feedback that was received. Staff plans to return again to the Board in January 2023 to discuss potential next steps. *(Leah Greenblat and John Nemeth, WCCTAC Staff; No Attachment; Recommended Action: Information only).*
10. **Travel Safe Richmond Overview.** Staff from the City of Richmond will provide a brief overview of Travel Safe Richmond. This effort aims to improve safety for all modes of transportation. It includes both a Local Roadway Safety Plan (LRSP) and a Bicycle and Pedestrian Action Plan. The former was recently completed. The latter will be presented to the Richmond City Council at an upcoming study session and a November community workshop. *(Patrick Phelan, Richmond Staff; No Attachment; Recommended Action: Information Only).*
11. **WCCTAC Board Member Compensation Discussion.** One of WCCTAC’s Directors requested a Board discussion regarding the potential for members to be compensated. Currently, WCCTAC’s Joint Powers Agreement states that members will “serve without compensation”. A change in practice would require a change to the Joint Powers Agreement. *(John Nemeth, WCCTAC Staff; No Attachment Recommended Action: Board Discussion).*

STANDING ITEMS

12. Board and Staff Comments.

- a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
- b. Report from CCTA Representatives (*Directors Kelley & Butt*)
- c. Executive Director's Report

13. General Information Items.

- a. Letter to CCTA Executive Director with September 23, 2022 Summary of Board Actions
- b. Acronym List

14. Adjourn. Next regular meeting is: December 9, 2022 @ 8:00 a.m. via Zoom

- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Valerie Jenkins at 510.210.5930 prior to the meeting.
- If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.
- Handouts provided at the meeting are available upon request and may also be viewed at WCCTAC's offices.
- Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
- A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

**West Contra Costa Transportation Advisory Committee
Board of Directors Special Meeting
Meeting Minutes: August 31, 2022**

MEMBERS PRESENT: Demnlus Johnson III, Chair (Richmond); Paul Fadelli, Vice-Chair (El Cerrito); Chris Kelley (Hercules); Norma Martinez-Rubin (Pinole); Rita Xavier (San Pablo), Jovanka Beckles (AC Transit), Chris Peeples (AC Transit alternate)

STAFF PRESENT: John Nemeth, Kris Kokotaylo (Legal Counsel)

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:00 am

Public Comment: None

REGULAR AGENDA ITEMS

ITEM/DISCUSSION	ACTION
Item #3 AB 361 Resolution to Conduct Teleconferenced Meetings.	Motion by Director Kelley , 2 nd by Director Xavier ; to approve Resolution 22-17 to continue to conduct teleconferenced meetings. Yes- D. Johnson III, P. Fadelli, N. Martinez-Rubin, R. Xavier, C. Kelley, J. Beckles No- None Abstention- None Motion passed

Meeting Adjourned: 8:05am

**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes: September 23, 2022**

MEMBERS PRESENT: Demnlus Johnson III, Chair (Richmond); Paul Fadelli, Vice-Chair (El Cerrito); Chris Kelley (Hercules); Norma Martinez-Rubin (Pinole); Rita Xavier (San Pablo); Jovanka Beckles (AC Transit); Eduardo Martinez (Richmond); Tom Butt (Richmond); Lateefah Simon (BART)

STAFF PRESENT: John Nemeth, Leah Greenblat, Joanna Pallock, Coire Reilly, Valerie Jenkins, Kris Kokotaylo (Legal Counsel)

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:01 am

Public Comment: Dave Campbell, Bike Eastbay, thanked the City of Richmond for building access connection for bikes to get on to the Ferry.

CONSENT CALENDAR

Motion by ***Director Simon***; seconded by ***Director Kelley***, to approve Consent Calendar.

Yes- P. Fadelli, N. Martinez-Rubin, R. Xavier, C. Kelley, C. Peoples, T. Butt, E. Martinez, J. Beckles

No- None

Abstentions- None

Motion passed unanimously

Item #3. *Approved* minutes of July 22, 2022, and August 31, 2022, Board Meetings.

Item #4. *Received* monthly update on WCCTAC activities.

Item #5. *Received* financial reports for August 2022.

Item #6. *Received* reporting of payment of invoices over \$10,000: \$14,000 for Clipper Cards for the TDM Try Transit Program.

Item #7. *Adopted* Resolution 22-18 to continue teleconferenced meetings under AB361.

REGULAR AGENDA ITEMS

ITEM/DISCUSSION	ACTION
<p>Item #8 Executive Director Compensation</p>	<p>Kris Kokotaylo, WCCTAC Counsel, provided information regarding the performance review of John Nemeth and the finding of the WCCTAC Board of recommending a one-step pay increase of (5%).</p> <p>Motion by Director Kelley to approve Resolution 22-19 for the recommended pay increase of 5% for the WCCTAC Executive Director; seconded by Director Xavier.</p> <p>Yes- P. Fadelli, N. Martinez-Rubin, R. Xavier, C. Kelley, C. Peoples, T. Butt, E. Martinez, J. Beckles, No- None Abstention- None Motion passed unanimously</p>
<p>Item #9 Amendments to Paid Holiday Schedule</p>	<p>John Nemeth, Executive Director of WCCTAC, recommended adding Juneteenth and a floating holiday to the WCCTAC paid holiday calendar, while removing Columbus Day and New Year’s Eve, based on a review of WCCTAC member agencies.</p> <p>Motion by Director Martinez; seconded by Director Martinez-Rubin, to approve Resolution 22-20, adding a floating holiday and removing Columbus Day and New Years’ Eve.</p> <p>Yes- P. Fadelli, N. Martinez-Rubin, R. Xavier, C. Kelley, C. Peoples, T. Butt, E. Martinez, J. Beckles, L. Simon, D. Johnson III No- None Abstention- None Motion passed unanimously</p>
<p>Item #10 Richmond Ferry Update</p>	<p>Information Only Thomas Hall, WETA, shared an update on the Richmond Ferry. He stated that weekend ridership has continued to be strong and weekday commuter ridership, is also increasing</p>

	<p>slowly. He noted that WETA will continue to do system wide marketing to encourage ridership.</p>
<p>Item #11 Local Match for I-80 / San Pablo Dam Road Interchange Grant Request</p>	<p>Hisham Noemi, CCTA, provided an update on Phase 2 of the San Pablo Dam Road Interchange project that has been in the works for 18 years. He stated that Phase 1 was completed in 2017 and that Caltrans has nominated the project for Senate Bill 1 funding under the Trade Corridor Enhancement Program. He shared many of the safety concerns at this interchange and said that the goal is to eliminate the safety issues and better manage future traffic volumes. The project includes new lanes and 7-foot sidewalks with shoulders, as well as replacement of an over crossing across Amador Street.</p> <p>Motion by Director Xavier; seconded by Director Kelley, to approve Resolution 22-21 to commit \$500,000 to the San Pablo Dam Road Interchange Grant project, as a local match using either Measure J 28b funds or STMP funds.</p> <p>Yes- P. Fadelli, N. Martinez-Rubin, R. Xavier, C. Kelley, C. Peoples, T. Butt, E. Martinez, J. Beckles, L. Simon, D. Johnson III No- None Abstention- None Motion passed unanimously</p>
<p>Item #12 Travel Training Program Update and Funding Allocation.</p>	<p>Joanna Pallock, WCCTAC Staff, updated the Board on the activities of the Travel Training Program since May. She relayed that Janet Bilbas will not be continuing with the program and thanked Janet for her leadership and dedication to her work. Staff also sought Board approval for the use of additional Measure J 28b funds to continue the program through June 2023. Finally, staff noted that Joanna Pallock’s work hours were proposed to increase from 25 to 37.5 to manage the Travel Training Program.</p> <p>Motion by Director Martinez, seconded by Director Martinez-Rubin, to approve Resolution 22-22, of the allocation of \$28,000 in Measure J</p>

	<p>28b funds to continue the Travel Training program through June 30, 2023.</p> <p>Yes- P. Fadelli, N. Martinez-Rubin, R. Xavier, C. Kelley, C. Peoples, T. Butt, E. Martinez, J. Beckles, D. Johnson III</p> <p>No- None</p> <p>Abstention- None</p> <p>Motion passed unanimously</p>
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Meeting Adjourned: 9:57am

TO: WCCTAC Board

DATE: October 28, 2022

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities

Promoting eBikes at the National Drive Electric Event in Richmond



WCCTAC's TDM Program Manager, Coire Reilly, tabled a booth at the city of Richmond's National Drive Electric Event in Richmond on September 28. The event showcased around a dozen local and national organizations that are embracing the switch to electric vehicles in different ways. There were booths for the Richmond's new bikeshare program (Leap), ebike prototypes, information on the Air District's electric vehicle rebate program, and many more. Members of the community were encouraged to bring their EVs to show off to the rest of the community.

Under the 511 Contra Costa banner, staff promoted our ebike rebate program, which provides \$150-300 rebates for Contra Costa residents to purchase ebikes. More information on the ebike rebate program can be found here: <https://511contracosta.org/biking/electric-bicycle-rebate/>

Update on the Student Bus Pass Program (SBPP) for Fall 2022

In July 2022, the WCCTAC Board expanded the Measure J Low Income Student Bus Pass Program to include middle schoolers in both public and charter schools. Staff anticipated that the total demand for passes, even with this expansion, would still not surpass the available Measure J resources.

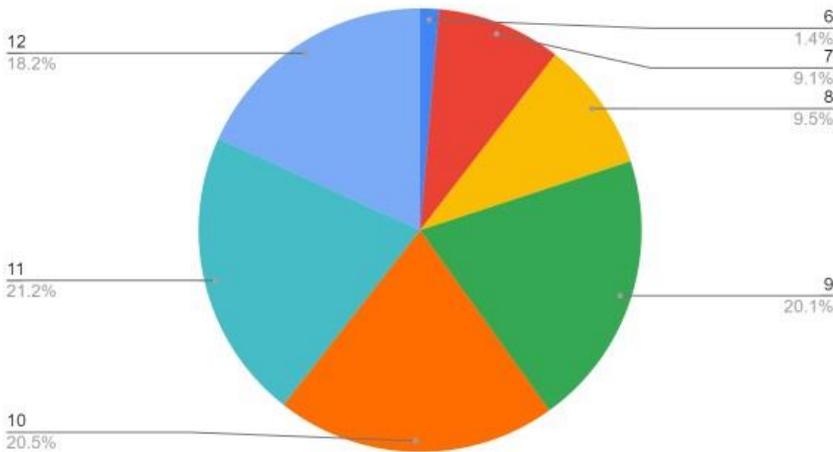
The Student Bus Pass Program was designed to cover the cost of approximately 2,100 bus passes per month during the school year. The participation rate before the pandemic was about 1,900 students per month. After a hiatus during the 2020-2021 school year, the program resumed last year and issued about 1,000 passes per month

This year, interest is starting to build again. The following pie chart shows total participation levels in high schools and middle schools for both charter and traditional District public schools, by grade for the month of October. The total was 1,377 up considerably from last year but still only about 72% of pre-pandemic levels. Middle school participation is about 20% of the total. The largest High Schools in the District (El Cerrito, De Anza, Pinole, Richmond and Kennedy) account for the lion’s share of participants.

Staff will continue to update the Board on the status of the program throughout the school year.

West Contra Costa Unified School District

COUNTA of WCCUSD Grade_Level



WCCUSD School	COUNTA of WCCUSD School
Betty Reid Soskins MS	30
DeAnza HS	251
DeJean MS	47
El Cerrito HS	213
Gateway	7
Helms MS	60
Hercules HS	40
Hercules MS	33
Kennedy HS	188
Korematsu MS	51
Middle College HS	73
Mira Vista K-8	3
Montalvin K-8	3
Peres K-8	2
Pinole MS	39
Pinole Valley HS	181
Richmond HS	120
Stewart K-8	6
Sylvester Greenwood	23
Verde K-8	1
Vista HS	6
Grand Total	1377

WCCTAC Meetings with New CCTA Director of Programs



CCTA recently hired Ying Smith as its new Director of Programs. Ying is replacing Peter Engel, who is retiring this December.

WCCTAC staff met with Ying multiple times in October to discuss Measure J-related program activities in West County. Executive Director Nemeth joined Ying and WETA staff to visit the Richmond Ferry and discuss service levels, operations, and Measure J funding details.

WCCTAC's TDM Program Manager, Coire Reilly, met with Ying as part of the periodic 511 Contra Costa meetings that coordinate WCCTAC's TDM program with other subregions.

Lastly, Executive Director Nemeth and Program Manager, Joanna Pallock, met with Ying to discuss West County paratransit services, travel training efforts, the Countywide Accessible Transportation Plan, and the new countywide Coordinated Entity (CE) that aims to improve senior and disabled transportation services. Staff looks forward to working with Ying on the full range of program involving CCTA, WCCTAC, and WCCTAC member agencies.

WestCAT Offering Free Fares in October

Every day throughout October, all rides will be free on WestCAT as a "thank you" to customers for their patience and understanding during these challenging past couple years. This promotion includes the Lynx, the commuter service that travels from the Hercules Transit Center to the Salesforce Transit Center in downtown San Francisco, and offers continuous weekday service from 5:00 a.m. until 9:20 p.m.

Although ridership on WestCAT routes has not returned to its pre-pandemic levels, the agency compares favorably to many of its transit peers. Express Service to Del Norte BART is at 58% of pre-Covid ridership, Lynx service is operating at 60%, and local service overall is at 72% of Pre Covid ridership.



The free fares in October are supported by grant funds from the state's Low Carbon Transit Operations Program (LCTOP). LCTOP provides public transportation operators with resources to reduce greenhouse gas emissions and improve mobility.

General Ledger

Monthly Budget Report

User: CeciliaN
 Printed: 10/21/2022 3:14:14 PM
 Period 01 - 03
 Fiscal Year 2023

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
0000	Non Departmental								
773-0000-34315	El Cerrito STMP Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
773-0000-34330	Richmond STMP Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
	Licenses and Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
772-0000-39906	Other Revenue	\$ -	\$ -	\$ -	\$ (48,180.97)	\$ 48,180.97	\$ -	\$ 48,180.97	0.00%
	Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ (48,180.97)	\$ 48,180.97	\$ -	\$ 48,180.97	0.00%
	Revenue	\$ -	\$ -	\$ -	\$ (48,180.97)	\$ 48,180.97	\$ -	\$ 48,180.97	0.00%
0000	Non Departmental								
7700	WCCTAC Operations								
770-7700-41000	Salary	\$ -	\$ -	\$ -	\$ 91,050.70	\$ (91,050.70)	\$ -	\$ (91,050.70)	0.00%
770-7700-41200	PERS Retirement	\$ -	\$ -	\$ -	\$ 58,094.80	\$ (58,094.80)	\$ -	\$ (58,094.80)	0.00%
770-7700-41310	Medical Insurance	\$ -	\$ -	\$ -	\$ 10,121.90	\$ (10,121.90)	\$ -	\$ (10,121.90)	0.00%
770-7700-41311	Retiree Healthcare	\$ -	\$ -	\$ -	\$ 542.47	\$ (542.47)	\$ -	\$ (542.47)	0.00%
770-7700-41400	Dental	\$ -	\$ -	\$ -	\$ 738.51	\$ (738.51)	\$ -	\$ (738.51)	0.00%
770-7700-41500	Flexible Spending Account	\$ -	\$ -	\$ -	\$ 135.00	\$ (135.00)	\$ -	\$ (135.00)	0.00%
770-7700-41800	LTD Insurance	\$ -	\$ -	\$ -	\$ 761.36	\$ (761.36)	\$ -	\$ (761.36)	0.00%
770-7700-41900	Medicare	\$ -	\$ -	\$ -	\$ 1,314.57	\$ (1,314.57)	\$ -	\$ (1,314.57)	0.00%
770-7700-41904	Life Insurance	\$ -	\$ -	\$ -	\$ 288.30	\$ (288.30)	\$ -	\$ (288.30)	0.00%
770-7700-41912	Unemployment Insurance	\$ -	\$ -	\$ -	\$ 119.00	\$ (119.00)	\$ -	\$ (119.00)	0.00%
	Salary and Benefits	\$ -	\$ -	\$ -	\$ 163,166.61	\$ (163,166.61)	\$ -	\$ (163,166.61)	0.00%
	Office Supplies	\$ -	\$ -	\$ -	\$ 1,133.88	\$ (1,133.88)	\$ -	\$ (1,133.88)	0.00%
	Postage	\$ -	\$ -	\$ -	\$ 988.50	\$ (988.50)	\$ -	\$ (988.50)	0.00%
	Copies/Printing/Shipping/Xerox	\$ -	\$ -	\$ -	\$ 702.38	\$ (702.38)	\$ -	\$ (702.38)	0.00%
	Professional Services	\$ -	\$ -	\$ -	\$ 11,339.36	\$ (11,339.36)	\$ -	\$ (11,339.36)	0.00%
	Rent/Building	\$ -	\$ -	\$ -	\$ 5,344.21	\$ (5,344.21)	\$ -	\$ (5,344.21)	0.00%
	Service and Supplies	\$ -	\$ -	\$ -	\$ 19,508.33	\$ (19,508.33)	\$ -	\$ (19,508.33)	0.00%
	Expense	\$ -	\$ -	\$ -	\$ 182,674.94	\$ (182,674.94)	\$ -	\$ (182,674.94)	0.00%
7700	WCCTAC Operations								
7720	WCCTAC TDM								
772-7720-41000	Salary	\$ -	\$ -	\$ -	\$ 41,950.12	\$ (41,950.12)	\$ -	\$ (41,950.12)	0.00%
772-7720-41200	PERS Retirement	\$ -	\$ -	\$ -	\$ 37,364.57	\$ (37,364.57)	\$ -	\$ (37,364.57)	0.00%
772-7720-41310	Medical Insurance	\$ -	\$ -	\$ -	\$ 6,714.88	\$ (6,714.88)	\$ -	\$ (6,714.88)	0.00%
772-7720-41400	Dental Insurance	\$ -	\$ -	\$ -	\$ 389.05	\$ (389.05)	\$ -	\$ (389.05)	0.00%

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
772-7720-41800	LTD Insurance	\$ -	\$ -	\$ -	\$ 258.98	\$ (258.98)	\$ -	\$ (258.98)	0.00%
772-7720-41900	Medicare	\$ -	\$ -	\$ -	\$ 607.63	\$ (607.63)	\$ -	\$ (607.63)	0.00%
772-7720-41904	Life Insurance	\$ -	\$ -	\$ -	\$ 69.78	\$ (69.78)	\$ -	\$ (69.78)	0.00%
772-7720-43500	Salary and Benefits	\$ -	\$ -	\$ -	\$ 87,355.01	\$ (87,355.01)	\$ -	\$ (87,355.01)	0.00%
772-7720-43501	Office Supplies	\$ -	\$ -	\$ -	\$ 1,160.36	\$ (1,160.36)	\$ -	\$ (1,160.36)	0.00%
772-7720-43520	TDM Postage	\$ -	\$ -	\$ -	\$ 1,849.90	\$ (1,849.90)	\$ -	\$ (1,849.90)	0.00%
772-7720-43600	Copies/Printing/Shipping/Xerox	\$ -	\$ -	\$ -	\$ 632.36	\$ (632.36)	\$ -	\$ (632.36)	0.00%
772-7720-43900	Professional Services	\$ -	\$ -	\$ -	\$ 9,530.54	\$ (9,530.54)	\$ -	\$ (9,530.54)	0.00%
772-7720-44000	Rent/Building	\$ -	\$ -	\$ -	\$ 5,344.24	\$ (5,344.24)	\$ -	\$ (5,344.24)	0.00%
772-7720-44320	Special Department Expenses	\$ -	\$ -	\$ -	\$ 76,459.19	\$ (76,459.19)	\$ 59,976.00	\$ (136,435.19)	0.00%
7730	Travel/Training Staff	\$ -	\$ -	\$ -	\$ 1,690.66	\$ (1,690.66)	\$ -	\$ (1,690.66)	0.00%
773-7730-44000	Service and Supplies	\$ -	\$ -	\$ -	\$ 96,667.25	\$ (96,667.25)	\$ 59,976.00	\$ (156,643.25)	0.00%
	Expense	\$ -	\$ -	\$ -	\$ 184,022.26	\$ (184,022.26)	\$ 59,976.00	\$ (243,998.26)	0.00%
7720	WCCTAC TDM	\$ -	\$ -	\$ -	\$ 184,022.26	\$ (184,022.26)	\$ 59,976.00	\$ (243,998.26)	0.00%
7730	STMP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
774-7740-43500	Special Department Expense	\$ -	\$ -	\$ -	\$ 300,794.42	\$ (300,794.42)	\$ -	\$ (300,794.42)	0.00%
774-7740-44000	Service and Supplies	\$ -	\$ -	\$ -	\$ 300,794.42	\$ (300,794.42)	\$ -	\$ (300,794.42)	0.00%
	Expense	\$ -	\$ -	\$ -	\$ 300,794.42	\$ (300,794.42)	\$ -	\$ (300,794.42)	0.00%
7730	STMP	\$ -	\$ -	\$ -	\$ 300,794.42	\$ (300,794.42)	\$ -	\$ (300,794.42)	0.00%
7740	WCCTAC Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
774-7740-43500	Office Supplies	\$ -	\$ -	\$ -	\$ 112.81	\$ (112.81)	\$ -	\$ (112.81)	0.00%
774-7740-44000	Special Department Expense	\$ -	\$ -	\$ -	\$ 2,127.60	\$ (2,127.60)	\$ -	\$ (2,127.60)	0.00%
	Service and Supplies	\$ -	\$ -	\$ -	\$ 2,240.41	\$ (2,240.41)	\$ -	\$ (2,240.41)	0.00%
	Expense	\$ -	\$ -	\$ -	\$ 2,240.41	\$ (2,240.41)	\$ -	\$ (2,240.41)	0.00%
7740	WCCTAC Special Projects	\$ -	\$ -	\$ -	\$ 2,240.41	\$ (2,240.41)	\$ -	\$ (2,240.41)	0.00%
Expense Total		\$ -	\$ -	\$ -	\$ 669,732.03	\$ (669,732.03)	\$ 59,976.00	\$ (729,708.03)	0.00%

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 22-23**

RESOLUTION FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE FOR THE 30 DAY PERIOD BEGINNING OCTOBER 28, 2022 PURSUANT TO AB 361

WHEREAS, the West Contra Costa Transportation Advisory Committee ("WCCTAC") is a joint exercise of powers authority formed pursuant to Government Code Section 6500, et. seq. by and between the City of El Cerrito, the City of Hercules, the City of Pinole, the City of Richmond, the City of San Pablo, Contra Costa County, Alameda-Contra Costa Transit District ("AC Transit"), San Francisco Bay Area Rapid Transit ("BART"), and West Contra Costa Transit Authority ("WestCAT"); and

WHEREAS, all WCCTAC meetings are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch WCCTAC's legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up virtual meetings for all WCCTAC Board meetings and meetings of all WCCTAC legislative bodies; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ends the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the WCCTAC Board make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, the WCCTAC Board of Directors previously made the finding that the presence of COVID-19 and the increase of cases due to the Delta variant would present

imminent risks to the health or safety of attendees at WCCTAC Board meetings and meetings of WCCTAC's other legislative bodies, including the Board and staff, should the Board hold and permit in person meetings; and

WHEREAS, AB 361 (2021) requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in WCCTAC's jurisdiction, specifically, Governor Newsom has declared a State of Emergency due to COVID-19; and

WHEREAS, since issuing Executive Order N-08-21, the highly contagious Delta and Omicron variants of COVID-19 have emerged, causing an increase in COVID-19 cases throughout the State and Contra Costa County; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household and the Contra Costa County Health Officer strongly recommends online meetings and distancing; and

WHEREAS, the highly contagious Omicron variant and sub-variants have resulted in the greatest nationwide infection rate since the beginning of the COVID-19 pandemic; and

WHEREAS, because of the rise in cases due to the Omicron variant and sub-variants of COVID-19, the WCCTAC Board of Directors are concerned about the health and safety of all individuals who intend to attend WCCTAC Board meetings and meetings of WCCTAC's other legislative bodies; and

WHEREAS, the WCCTAC Board of Directors hereby finds that the presence of COVID-19 and the increase of cases due to the Omicron variant and sub-variants would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should WCCTAC's legislative bodies hold in person meetings; and

WHEREAS, WCCTAC shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Contra Costa Transportation Advisory Committee as follows:

1. The above recitals are true and correct, and incorporated into this Resolution.
2. In compliance with AB 361 (2021), and in order to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the WCCTAC Board of Directors makes the following findings:

- a) The WCCTAC Board of Directors has considered the circumstances of the state of emergency; and
- b) The state of emergency, as declared by the Governor, continues to directly impact the ability of the WCCTAC Board of Directors and WCCTAC's legislative bodies, as well as staff and members of the public, from meeting safely in person; and
- c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19 and the Contra Costa County Health Officer strongly recommends online meetings and distancing. As a result of the presence of COVID-19 and the increase of cases due to the Delta and Omicron variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.

3. The WCCTAC Board of Directors and WCCTAC's legislative bodies may meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Demnlus Johnson III, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

TO: WCCTAC Board

DATE: October 28, 2022

FR: Leah Greenblat, Transportation Planning Manager

RE: Request for Proposals (RFP) for the Richmond Parkway Environmental Justice and Regional Mobility Plan and Use of Measure J, 28b funds for Local Cash Match

REQUESTED ACTIONS

1. Authorize WCCTAC staff to release a Request for Proposals (RFP) using the scope of work, as substantively presented, to develop the Richmond Parkway Environmental Justice and Regional Mobility Plan.
2. Authorize the WCCTAC staff to use approximately \$36,500 in Measure J, 28b funds for the required cash match to the Caltrans' Sustainable Communities grant.

BACKGROUND AND DISCUSSION

In April 2022, WCCTAC staff shared with the Board that its grant application was selected by the Caltrans Sustainable Communities Grant Program for funding. WCCTAC was awarded approximately \$562,650 to develop a Richmond Parkway Environmental Justice and Regional Mobility Plan to minimize the negative impacts of speeding, collisions, neighborhood cut-through truck traffic and localized pollution. The WCCTAC Board, at its June 2022 meeting, adopted Resolution 22-10 authorizing WCCTAC staff to work with Caltrans to develop a grant agreement.

WCCTAC staff has been working with Caltrans to complete the grant award process. The grant requires a local match of \$72,897 which may be a combination of cash and in-kind services. WCCTAC staff requests the Board's authorization to use approximately \$36,500 from Measure J, 28b funds for the cash requirement, as previously discussed. The remainder will be contributed in-kind with staff time.

All work on this Plan must be completed by February 2025. WCCTAC staff brought a draft RFP to the WCCTAC TAC for their input at the October TAC meeting. The TAC recommended that the WCCTAC Board authorize the release of the RFP document. Staff is now seeking that authorization. Non-substantive changes to the document may be required prior to release. Once a consultant is selected, WCCTAC staff will return seeking the Board's approval of the consulting agreement, likely in the spring of 2023.

ATTACHMENT:

A. Draft Final Request for Proposals with Scope of Work for the Richmond Parkway Environmental Justice and Regional Mobility Plan.



**REQUEST FOR PROPOSALS FOR
OUTREACH, PLANNING, AND ENGINEERING SERVICES FOR THE
RICHMOND PARKWAY ENVIRONMENTAL JUSTICE AND REGIONAL MOBILITY PLAN
WCCTAC RFP NO. R22-001**

October 21, 2022

The West Contra Costa Transportation Advisory Committee (WCCTAC) invites you to submit a proposal to provide outreach, planning and engineering services for the Richmond Parkway Environmental Justice and Regional Mobility Plan. The performance period of the grant is for a period of 28 months from November 2022 through February 2025 with anticipated contract commencement on February 1, 2023.

Responses should be submitted in accordance with the requirements and instructions set forth in the Request for Proposals (RFP). Proposals will be evaluated based on the criteria described in this RFP. Based on the initial scoring of the proposals, the Selection Review Panel will then select the top-ranked proposer or will invite short-listed proposers for an interview.

This contract will be funded via a Caltrans Sustainable Transportation Planning Grant and the required local matching funds. As such, all Caltrans contracting, funding and reporting requirements will apply.

The RFP documents have been posted online at www.wcctac.org. To sign up for optional email notifications of important updates regarding this RFP only, please send your name and email address to LGREENBLAT@wcctac.org.

The Optional Pre-Proposal Zoom Meeting is scheduled for Monday, November 14, 2022, at 3:00 p.m. Pacific Time (PT). To register for the zoom meeting, email LGREENBLAT@wcctac.org with the names and email addresses of potential attendees by 5:00 p.m. the day before the meeting.

Proposals are due on Wednesday, December 1, 2022, at Noon, Pacific Time.

Should you have any questions, please email Leah Greenblat, the Sole Point of Contact for this RFP, at LGREENBLAT@wcctac.org. Thank you for your interest.

Sincerely,

A handwritten signature in blue ink that reads "John Nemeth".

John Nemeth
Executive Director, WCCTAC

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REQUEST FOR PROPOSALS

Issued by the

West Contra Costa Transportation Committee

for

Outreach, Planning, and Engineering Services

for the

**Richmond Parkway Environmental Justice and
Regional Mobility Plan**

WCCTAC RFP No. R22-01

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INTRODUCTION

Agency Backgrounds

While WCCTAC will serve as the lead agency, it has partnered with the City of Richmond, Contra Costa County's Department of Conservation and Development and Richmond's Community Housing Development Corporation to develop the Scope of Work. WCCTAC expects that our partners will be closely involved in the development of the Plan.

WCCTAC

WCCTAC is one of four regional transportation-planning committees in Contra Costa County. It has been in existence since 1988 and formally became a Joint Powers Agency in 1990. WCCTAC is governed by a Board of Directors. The Board is comprised of elected representatives from five-member cities (El Cerrito, Hercules, Pinole, Richmond, and San Pablo), Contra Costa County, as well as three transit agencies: BART, AC Transit, and WestCAT. WCCTAC is charged with assessing the transportation needs of the West Contra Costa region, coordinating the actions of its members, and making policy and funding decisions regarding transportation issues.

Public Agency Partners:

The City of Richmond is the largest city in western Contra Costa County. The Public Works Department has a mission to provide quality public service and to ensure a higher quality of life for the City of Richmond and its residents. The city is led by the Richmond City Council which consists of six Councilmembers elected by District, and a directly elected Mayor. The Council appoints a City Manager to be responsible for carrying out the policies of the City Council and to manage the City's departments and program activities. The Mayor appoints three councilmembers to serve on the WCCTAC Board of Directors.

Contra Costa County is home to more than one million residents and was one of the original 27 counties established in California in 1850. Comprised of 19 cities and many established communities in the unincorporated area, it is the ninth most populous county in the state. Contra Costa is governed by a five-member Board of Supervisors elected to represent residents of the County. Portions of the planning area are located within unincorporated Contra Costa County and are located within Supervisory District 1. The County's Transportation Planning Section staff will serve as the liaison between the planning activities and the other County departments. The Contra Costa Board of Supervisors appoints one of its members to serve on the WCCTAC Board of Directors.

Community-based Organization Partner

The Richmond Community Housing Development Corporation provides a broad range of affordable housing opportunities and services to enable low/moderate income residents to gain better housing and financial stability. Their unique approach to community development engages residents at the grassroots level and ensures that the whole neighborhood benefits from the affordable housing and neighborhood services

provided. The CHDC has worked together with community leaders to make changes in neighborhoods, build coalitions and partnerships with organizations, individuals, and institutions. CHDC's focus is to expose residents to creating coalitions and partnerships that accomplish community goals.

Plan Funders

Funding for the plan's development comes from Caltrans via its Sustainable Communities Grants program. Local matching funds are from Contra Costa County's Measure J's Transportation Sales Tax 28b fund and WCCTAC's in-kind contribution.

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SECTION I

1. GENERAL CONDITIONS

A. Cooperation

After the contract award, the selected consultant shall carry out the instructions as received from WCCTAC and shall cooperate with WCCTAC staff and Commission members.

B. Examination of Proposal Documents

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in **Appendix A** (Required Scope of Work, Deliverables, and Staffing).

C. Governing Law

This RFP summarizes the applicable laws and governance; when in conflict, applicable State/Federal requirements shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

D. Levine Act – Government Code Section 84308

As part of the Fair Political Practices Act that applies to elected officials who serve on appointed bodies such as WCCTAC, the Levine Act prohibits any WCCTAC Directors or Alternates who have received more than \$250 within the previous twelve months from an applicant from participating in or influencing the decision on awarding a contract with the WCCTAC. The Levine Act also requires a Director or Alternate who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Directors are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the WCCTAC or for three months following the date of a final decision concerning the contract.

Applicants must disclose on the record any contribution of more than \$250 which they have made to any WCCTAC Director or Alternate within the twelve-month period preceding submission of their proposal. This duty applies to your company, any member of your team, any agents for you or other team members, and the major shareholders of any closed corporation, which are part of your team.

If you have made a contribution which needs to be disclosed, you must provide written notice of the date, amount and receipt of the contribution(s) to the WCCTAC's Executive Director. This information must be included in **Appendix E** (Levine Act Statement) in the submitted proposal.

E. Limitations

This RFP does not commit the WCCTAC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The WCCTAC reserves the right to award contracts to one or more proposers pursuant to this RFP. The WCCTAC also reserves the right to transfer certain services covered by this RFP in-house, to be performed by staff.

F. Public Records

The RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 et seq.) unless exempt by law. The proposal will remain confidential until the contract has been awarded. Each proposer should give specific attention to the identification of those portions of its proposal that it considers to be confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed by the WCCTAC under the Act. **Any language purporting to render the entire proposal or the cost proposal confidential or proprietary will be regarded as ineffective and will be deemed non-responsive.**

G. Rights of WCCTAC

This RFP does not commit WCCTAC to enter into a contract, nor does it obligate WCCTAC to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

The WCCTAC may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the work described in this RFP.

WCCTAC reserves the right to do each of the following, in any manner necessary to serve the best interests of WCCTAC and the citizens of West Contra Costa County:

1. Reject any or all proposal submittals
2. Issue one or more subsequent Requests for Qualifications and/or RFPs
3. Postpone opening for its own convenience
4. Remedy technical errors in the RFP process
5. Negotiate with any, all, or none of the proposers responding to this RFP
6. Waive informalities and irregularities in any proposal

H. Withdrawal of Proposal Submittal

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the Sole Point of Contact identified in **Section II.1.D** (Sole Point of Contact) a written request for withdrawal signed by, or on behalf of, the proposer's binding official as identified in the **Section II.2.B** (Letter of Transmittal) included within the proposal.

I. Work Scope Modifications

The WCCTAC reserves the right to request changes to the staffing and/or scope of work contained in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

J. Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of WCCTAC, or of a public body within West Contra Costa County or member or delegate to the Congress of

the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Proposers must provide a list of any potential conflicts of interest in working for the WCCTAC. This must include, but is not limited to, a list of your firm's clients who are cities in West Contra Costa County, the County of Contra Costa, and/or transit or transportation agencies that operate and/or have projects in West Contra Costa County, and a brief description of work for these clients. Identify any other clients that would pose a potential conflict of interest as well as a brief description of work you provide to these clients. This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.

Key team members may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at www.fppc.ca.gov/Form700.html.

K. Proposal/Bid Protest Procedure

A proposer who submits, or who plans to submit, a proposal, may protest pursuant to the protest procedures applicable to this RFP as follows:

1. Protests based on the content of the RFP shall be filed with the WCCTAC within five (5) calendar days after the RFP is first formally advertised. The WCCTAC shall issue a written decision on the protest prior to opening the proposals.
2. Any proposer may protest the recommended award and/or contract award by filing a protest with the WCCTAC within (5) calendar days after the determination of the top-ranked firm and/or contract award has been made available to the proposers.
3. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest. Protesters shall have an opportunity to appear and be heard before the Board of the WCCTAC prior to the opening of proposals in the case of protests based on the content of the RFP, or after determination of the top-ranked firm has been made available to the proposers in the case of protests based on denial of due process or fundamental unfairness.
4. If a bid protest is properly filed, WCCTAC staff (potentially including consultants to WCCTAC) will promptly initiate an investigation of the grounds of the bid protest. All proposers shall cooperate with any inquiries from WCCTAC staff and consultants relating to the bid protest.
5. At the conclusion of its investigation, WCCTAC staff shall submit a report (the Staff Report), including a recommendation regarding the disposition of the bid protest, to the protestor and to the WCCTAC Board. The protestor shall be given the opportunity to make a presentation to the Board or Chair and/or Vice-Chair of the Board, as appropriate, and the Board or Chair and/or Vice-Chair of the Board shall take final action on the bid protest.

L. Pre-Award/Post-Award Audit

The WCCTAC reserves the right to perform pre-award and/or post-award audits.

The proposer shall be aware that if a pre-award audit is to be performed, full cooperation with the auditors is to be expected. The pre-award audit recommendations shall be incorporated in the contract.

If WCCTAC permits the contract to be awarded based on a post-award audit requirement, the proposer shall agree to the following contract language below:

CONSULTANT acknowledges that this AGREEMENT and the cost proposal are subject to a post award audit. Based on any post award audit recommendations, the cost proposal and/or the total compensation figure shall be adjusted to conform to the audit recommendations. CONSULTANT acknowledges and agrees that individual cost items identified in the audit report may be incorporated into this AGREEMENT. Refusal by CONSULTANT to incorporate interim audit or post award recommendations will be considered a breach of the AGREEMENT and cause for termination of the AGREEMENT.

M. Equal Employment Opportunity

Proposer shall not discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State, or local laws. In the event of proposer non-compliance, WCCTAC may cancel, terminate, or suspend the contract in whole or in part. Proposer may also be declared ineligible for further contracts with WCCTAC.

Proposer and its subconsultants shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, national origin, or any other characteristic for which discrimination is prohibited by Federal, State, or local laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its subconsultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

N. Subconsultants

1. Nothing contained in this RFP and the resulting contract or otherwise, shall create any contractual relation between the WCCTAC and any subconsultants, and no subcontract shall relieve the proposer of his/her responsibilities and obligations hereunder. The proposer agrees to be as fully responsible to the WCCTAC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the proposer. The proposer's obligation to pay its subconsultants is an independent obligation from the WCCTAC's obligation to make payments to the proposer.
2. Any subcontract, in excess of \$25,000, entered into as a result of this RFP, shall contain all the provisions stipulated in this RFP and resulting contract to be applicable to subconsultants.
3. Proposer shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the proposer by the WCCTAC.
4. Any substitution of subconsultants must be approved in writing by the WCCTAC's Project Manager in advance of assigning work to a substitute subconsultant.

O. Identification of Documents

All reports and other documents completed as part of the resulting contract shall recognize the appropriate participating funds. Specific details will be provided to the successful bidder.

P. Public Contract Code

In accordance with Public Contract Code Section 10162, the proposer shall complete a Public Contract Code Statement and Questionnaire. See **Appendix G** (Public Contract Code).

2. CONTRACT REQUIREMENTS

The selected proposer will be required to sign WCCTAC's standard professional services contract, **Appendix C** (WCCTAC Sample Professional Services Contract). The work described in this Request for Proposals is subject to a Restricted Grant Agreement between Caltrans and WCCTAC that imposes certain requirements on any contract entered into between the selected proposer and WCCTAC. A copy of that Restricted Grant Agreement is also included in **Appendix C**. WCCTAC's standard professional services contract may be modified to include the provisions required by the Restricted Grant Agreement. Furthermore, WCCTAC reserves the right to substitute and/or modify the WCCTAC Sample Professional Services Contract prior to contract execution with acceptance by both parties.

A. Exceptions to the WCCTAC Sample Professional Services Contract

Proposers shall be prepared to accept the terms and conditions of a standard form contract included as **Appendix C** (WCCTAC Sample Professional Services Contract) hereto. Note that the Sample Professional Services Contract is subject to modification at any time prior to execution of the final contract. If a proposer desires to take exception to the contract, the proposer shall provide the following information as a section of the proposal identified as **Appendix D** (Exceptions to the WCCTAC Sample Professional Services Contract Form):

1. Proposer shall clearly identify each proposed change to the contract, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

Only exceptions that are included in the submitted proposals will be considered. No additional exceptions after proposal submissions will be considered during contract negotiations. Substantial exceptions to the contract may be determined by the WCCTAC, at its sole discretion, to be unacceptable and the WCCTAC will proceed with negotiations with the next highest ranked firm. See **Section II.3.F** (Award).

B. Invoicing Requirements

The selected proposer will be required to submit invoice forms as specified in the WCCTAC's standard professional services contract including any revisions and as required by Caltrans.

C. Insurance Requirements

The selected proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in **Appendix F** (Insurance Requirement Form). Proposer agrees

to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in **Appendix F**, within five (5) days of WCCTAC's notice to firm that it is the successful proposer. Requests for waivers to WCCTAC's insurance requirements should be submitted with the proposal using the form provided in **Appendix F**. WCCTAC will review any insurance exception requests from the selected proposer, and issue waivers at its discretion if the changes requested are determined to be acceptable. Compliance with all material insurance requirements will be assumed.

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SECTION II

1. RFP INFORMATION

A. RFP Description

WCCTAC intends to retain an outreach, planning, and engineering services consultant or consultant team to develop a practical and implementable Environmental Justice and Regional Mobility plan for the Richmond Parkway in Contra Costa California. The planning effort will develop strategies for minimizing negative impacts of speeding, collisions, neighborhood cut-through truck traffic and localized pollution. It will include extensive, creative, and engaging public outreach. Consulting work will expand upon prior community-focused processes to evaluate and make recommendations via a health equity lens for improving bicycle and pedestrian infrastructure, transportation safety, transit access, public health, and air quality. This plan will also build on existing transportation and land use planning efforts that have been completed in the corridor. The plan's development will need to be consistent with the scope of work and requirements set forth in WCCTAC's grant proposal and with the requirements of California Department of Transportation (Caltrans) Caltrans and CCTA, the primary funding agencies.

Transportation Setting

West Contra Costa County is a distinctive sub-region within the Bay Area set between the San Francisco and San Pablo Bays and the East Bay hills. It contains a small urban core in the City of Richmond, some relatively dense suburban neighborhoods built before World War II, as well as lower density suburban areas. While mainly residential with some commercial development, it is also home to some notable heavy industrial land uses.

The Richmond Parkway is a 9.5-mile, major arterial linking Interstate I-80 and I-580 (Richmond-San Rafael Bridge). It cuts through unincorporated Contra Costa County and the City of Richmond and serves the cities of San Pablo and Pinole, as well as the Port of Richmond. It is a major goods movement (truck and rail) and commuter corridor, a critical segment of the San Francisco Bay Trail and includes the Richmond Parkway Transit Center at its north end. New industrial and residential development is occurring and is planned along the Parkway.

The Parkway is routinely congested during peak commute hours, often in both directions, with congestion also occurring on the weekends depending on vehicle traffic on the adjoining freeways. Traffic congestion within the corridor not only restricts mobility for local residents, but it also impacts goods movement and commercial enterprises. In addition, the high traffic volumes (cars and trucks) and congestion contribute to local pollution and greenhouse gas emissions. Drivers on the Parkway frequently travel at high speeds which contribute to the Parkway's high number of collisions which often results in serious injuries and fatalities. For pedestrians and bicyclists, crossing the roadway and traveling along the roadway is frequently challenging and not pleasant. Nearby transit, parks, trails, community facilities, commercial businesses are difficult to safely access.

Transit in West Contra Costa

Most of the population of West Contra Costa is in the AC Transit service area, including El Cerrito, Richmond, San Pablo, and part of El Sobrante. AC Transit provides numerous local routes, express bus service to San Francisco via the Richmond Transit Center. Residents cite existing, limited local bus service within the planning area as an issue.

The northern part of West Contra Costa is served by WestCAT, which provides local bus service in Crockett, Rodeo, Hercules, Pinole, and parts of El Sobrante. WestCAT also provides express bus service using the Richmond Parkway Transit Center.

Heavy Rail in West Contra Costa

Two active freight railroads also parallel and traverse the Parkway: the Union Pacific (UP) line and the Burlington Northern Santa Fe (BNSF) line. The freight lines serve the Ports of Richmond and Oakland. The UP line hosts the Capital Corridor commuter rail service, which runs from Auburn to San Jose. At present, there is only one stop for this passenger service in West Contra Costa, at the Richmond BART Station.

Richmond Parkway

The Richmond Parkway routinely experiences traffic congestion. Changes to the Richmond-San Rafael Bridge moved a traffic bottleneck on EB I-580 to the Richmond Parkway interchange & the Parkway itself. Congestion may worsen with planned residential & industrial development on the corridor. Congestion affects the neighborhoods bordering the Parkway through noise, air pollution & the impacts from cut-through traffic.

Additionally, the Parkway was originally conceived as a regionally serving expressway and was not built to this Caltrans standard. As a result, the Parkway serves as a hybrid major arterial/neighborhood collector with inadequate pedestrian & bicycle facilities. Contra Costa County & the City of Richmond struggle to maintain a regional, multi-modal through-way that resembles a highway.

The mix of high speeds (posted speed limit varies from 40-50 MPH, 85% varies from 47-59 MPH), high vehicle volumes (max out at 41,100 vehicles/day), & challenging crossings for pedestrians & drivers (wide roadway, 4-12 vehicle travel lanes) contributes to an excessive quantity of fatalities & collisions (TIMS: 184 reported collision, 11 fatalities; 1/1/2015-12/31/19) along the Parkway. The plan will review collisions & identify opportunities for reducing the number & severity of collisions through future capital improvements.

The local community suffers a number of impacts from the facility without as much corresponding benefit. During the development of the recently completed, MTC-funded Richmond-Area Community-based Transportation Plan (CBTP), residents in the designated disadvantaged neighborhoods adjoining the Parkway cited cut-through traffic (both of trucks & other vehicles) as a

major concern. The Richmond Parkway experiences a significant amount of truck traffic. Analysis of the City of Richmond's 2016 traffic counts show truck volumes range from 8-10% along the Parkway while the 2016 Truck AADT figures taken from the Caltrans Traffic Census Program indicates lower percentages of truck traffic on other nearby regional routes (I-80: 3.20%-4%; Rte. 123: 1.51%-2.41%; and I-580: 6.14%).

Participants in the CBTP also noted that truck cut-throughs and large commercial trucks in the "flats" of Richmond create danger for other drivers and people walking or biking. Children walk in areas that are not safe for pedestrians due to commercial truck traffic, people speeding, and incomplete sidewalks. The CBTP calls for "pedestrian-safe commercial truck calming" in the area immediately east of the Parkway in the unincorporated area known as North Richmond. The plan will evaluate and develop proposals for reducing the number of trucks and other vehicles diverting from the Parkway and advances the community's recommendations by further developing projects to address their concerns.

Residents also cited a relative lack of transit service, lack of access to the transit that exists, & inadequate amenities. The community's Healthy Places Index score for active community, show that North Richmond workers walk, cycle, or take transit more often than 77.4% of California's other census tracts. North Richmond ranks lowest in CA for having access to an automobile, with 82.3% of other CA census tracts having higher percentages of access to a vehicle. Though officially part of a regional San Francisco Bay Trail network, the Parkway offers inadequate pedestrian & bike facilities despite its proximity to regional trail facilities such as the Richmond-San Rafael Bridge Path. Participants in CBTP outreach identified pedestrian access problems getting across the Richmond Parkway near Goodrick Ave. to Pt. Pinole Park.

The area suffers high rates of pollution, asthma, & emergency room visits. The surrounding area was designated by the state, though AB 617, as one of four special "CARE" areas for enhanced air quality monitoring in the state. The BAAQMD noted in its San Francisco Bay Area Community Health Protection Program: Improving Neighborhood Air Quality Final Submittal: Public Process for Determination of Recommended Communities, August 1, 2018, that the area includes a complex mix of emission sources, including high volume freeways & roadways, a rail yard & rail lines. The plan using a health equity lens will focus on decreasing the many negative impacts that the Parkway has on the adjacent neighborhoods and add features that benefit nearby residents. Specifically, the plan will develop strategies to improve traffic safety for all roadway users, increase the use of active transportation modes in the area, and reduce cut-thru traffic on nearby streets. The plan also advances the community's recommendations by developing projects to address their concerns.

Project Limits

The planning efforts focused on Richmond Parkway between I-80 and I-580. At its southern end, the Parkway includes two parallel segments, one running along Garrard and Canal Boulevards and the other on Castro Street.

Past and On-going Planning

Numerous recent studies and work have touched upon the planning area; these include:

- WCCTAC's Express Bus Implementation Plan (2020)
- WCCTAC's West County High-Capacity Transit Study, May 2017
- WCCTAC/CCTA's Draft West County Action Plan for Routes of Regional Significance, October 2022
- CCTA's Express Bus Study Update, 2017
- MTC/CCTA Richmond Area Community Based Transportation Plan
- MTC's I-80 Design Alternative Assessment
- MTC's Richmond-San Rafael Bridge Open Road Tolling and I-580 Westbound HOV Lane
- Contra Costa County's General Plan Update: Envision Contra Costa 2040
- City of Richmond's Bicycle Master Plan (2011)
- City of Richmond's Pedestrian Master Plan (2011)
- City of Richmond Hilltop Horizon Specific Plan – on-going
- BAAQMD's Richmond Area Community Emission Reduction Plan (CERP)- on-going

Study Purpose

This study seeks to build off the high-level planning done in the efforts noted above to advance new and expanded transportation improvements and to prepare and finalize appropriate implementation documents. WCCTAC has several objectives for this corridor study:

- Address locally identified transportation challenges faced by historically marginalized communities.
- Develop quality projects that provide inclusive transportation and recreation opportunities for people of all backgrounds, abilities, and ages to use and enjoy.
- Encourage greater use of active transportation modes, including transit, along the corridor.
- Increase access to regional trails and parks along the Richmond Parkway.
- Build community consensus around transportation plans for the Richmond Parkway.
- Reduce negative impacts of speeding, collisions, neighborhood cut-through traffic and localized pollution for the surrounding disadvantaged communities.
- Reduce the number and severity of collisions along the Richmond Parkway.
- Decrease the number of trucks and other vehicles diverting from the Richmond Parkway to neighborhood streets.
- Improve the quality of life for residents within the plan area by improving air quality; increasing the desirability of active transportation modes for trips and exercise; increasing access to higher-earning employment and educational opportunities.
- Improve conditions for all modes in the near, mid, and long-term within the plan area.
- Develop and coordinate transportation plans to guide future development of the area in

Contra Costa County, the City of Richmond, and other nearby jurisdictions.

B. Scope of Work

1. **Scope of Work, Deliverables, and Staffing** – The work to be performed under contract based on this RFP is described in **Appendix A** (Required Scope of Work, Deliverables, and Staffing) attached hereto and hereby incorporated herein.
2. **Period of Performance** – The period of performance for this contract will be for an initial period of 24 months, from approximately February 1, 2023, and all billable work must be completed by February 28, 2025.
3. **Type of Payment** – Compensation for this contract is anticipated to be based on a time and materials model but is subject to the terms and conditions established by negotiations.

C. Reference Materials

Refer to **Appendix B** for a list of reference materials (e.g., project reports, maps, diagrams, etc.) with links to many of these documents provided on the WCCTAC website.

D. Sole Point of Contact

The Sole Point of Contact for all purposes of this procurement in this section. Email inquiries, where permissible under the terms of this RFP, shall be directed to the Sole Point of Contact:

Contact Person: Leah Greenblat, Transportation Planning Manager

Email: LGREENBLAT@wcctac.org

Mailing Address: West Contra Costa Transportation Advisory Committee
6333 Potrero Avenue, Suite 100
El Cerrito, California 94530

E. Pre-Proposal Meeting (Optional)

An optional, but recommended, pre-proposal meeting will be held by WCCTAC via Zoom as indicated in **Table 1** (RFP Schedule).

Prospective proposers do not have to attend this pre-proposal meeting in order to submit a proposal to this RFP; however, attendance by potential proposers and subconsultants is highly recommended and strongly encouraged.

Consultants planning to attend are requested to register for the pre-proposal meeting by emailing their name, consulting firm, email address and number of representatives planning on attending to LGREENBLAT@wcctac.org by 5:00 p.m. the day prior to the pre-proposal meeting in order to receive the Zoom link.

F. Addenda/Clarifications

It is the proposer's responsibility to review all addenda issued and posted by WCCTAC at <http://www.wcctac.org>. Proposers may sign up for email notifications of important updates about

this RFP, as well as register for the pre-proposal meeting, at LGREENBLAT@wcctac.org.

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested by the questions submission deadline, in writing via email to the Sole Point of Contact (as identified in **Section II.1.D**) with subject line “Questions – WCCTAC RFP No. R18-01.” Responses to questions submitted by the deadline that may have a material impact on the proposal will be posted at <http://www.wcctac.org>, as well as provided to firms registered to receive email notifications of important updates about this RFP.

G. RFP Schedule

Any reference in this RFP to a specific time shall refer to Pacific Time. All dates and times are subject to change at the discretion of WCCTAC.

TABLE 1: RFP SCHEDULE	
ACTIVITY	DATE/TIME
RFP issued.	Friday, October 28, 2022
Optional Pre-Proposal Zoom Meeting held via Zoom. Please register at LGREENBLAT@wcctac.org by 5:00 p.m. the day before the meeting to receive the meeting link.	Monday, November 14, 2022, at 3:00 p.m.
Deadline for proposers to submit questions. All questions must be directed by email to the Sole Point of Contact.	Wednesday, November 16, 2022, at 3:00 p.m.
Final Addendum issued, if necessary. Proposers may sign up for RFP email notifications at LGREENBLAT@wcctac.org .	Friday, November 18, 2022 3:00 p.m.
Proposal Due Date. LATE SUBMISSIONS WILL NOT BE ACCEPTED.	Wednesday, December 1, 2022, at Noon
Anticipated Proposal Review. Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	December 2-22, 2022
Interviews, if necessary.	Tuesday, January 2, 2023
Anticipated Final Evaluation and Determination of Top-Ranked Firm.	Thursday, January 13, 2023
Anticipated WCCTAC Board Authorization for Executive Director to Negotiate and Execute Contract	Friday, January 27, 2023
Anticipated Contract Commencement.	Wednesday, February 1, 2023

2. PROPOSAL CONTENT AND FORMAT

A. General Instructions

By the proposal due date, interested proposers shall submit:

- **Technical Proposal** (written proposal, **with cost proposal or cost elements**): six (6) hardcopies of the complete proposal, along with electronic files of the complete proposal in DOC/DOCX and PDF formats.

Electronic copies should be submitted on a USB flash drive. Proposers who submit their proposals by mail should allow sufficient mailing and internal delivery time to ensure timely receipt by WCCTAC. Late submittals will not be accepted. Submissions transmitted by facsimile or email will not be accepted.

The original, all copies, and the USB flash drive must be submitted in a sealed envelope or container—stating, on the outside, the proposer’s name, address, telephone number; the RFP number and title; and proposal due date—and delivered to:

Leah Greenblat, Transportation Planning Manager
 West Contra Costa Transportation Advisory Committee
 6333 Potrero Avenue, Suite 100
 El Cerrito, California 94530

Proposals must be typed with a minimum 12-point font and submitted on 8½” x 11” paper with at least 1” margins, using a single method of fastening. The font requirement applies to all text except for charts, tables, and graphs; nevertheless, all charts, tables and graphs should be legible. When appropriate, double-sided printing is encouraged. Graphs, diagrams, or organizational charts could be shown on 11” x 17” paper. 11” x 17” paper will be counted as two pages per side or four pages if double-sided. Proposals shall not exceed 30 pages (15 if double-sided), excluding sections or content as indicated in Table 2: Page Limit Requirements. Proposal content and completeness are most important. Clarity, organization, and conciseness are essential and will be considered in assessing the proposer’s capabilities. Proposals should only contain relevant information pertaining to the response of this RFP; marketing materials should not be included, unless appropriate.

TABLE 2: PAGE LIMIT REQUIREMENTS	
SECTION OR CONTENT	INCLUDED IN PAGE LIMIT
Proposal Covers	–
Letter of Transmittal (Section II.2.B)	–
Title Page (Section II.2.C)	–
Table of Contents (Section II.2.D)	–
Proposal Content (Section II.2.E)	✓
Cost Proposal (Section II.2.E.5)	–
List of Clients (Section II.2.F)	–
Qualifications and Reference Materials (Section II.2.F), including but not limited to: <ul style="list-style-type: none"> • References related to previous projects similar to this project, or elements of this project, on which the firm worked. • Reference for each subconsultant with a proposed budget over \$25,000. • Summary of all contracts that members of your team (including subconsultants) have held with WCCTAC, WestCAT or AC Transit. 	✓
List of Proposed Performance Measures (Section II.2.G)	✓

TABLE 2: PAGE LIMIT REQUIREMENTS	
Required Forms and Certifications (Section II.2.H)	–
List of Potential Conflicts of Interest (Section I.1.J)	–
Resumes	– Note: Resume shall not exceed 2 pages each.

B. Letter of Transmittal

An official authorized to bind the proposer’s firm must sign the transmittal letter. The transmittal letter should identify the project team, including lead proposer and any subconsultants. The transmittal letter should also include the name, telephone number and email address of the primary contact person. The transmittal letter should include a statement that the proposal is a binding offer to contract with WCCTAC according to the requirements of this RFP for a period of one hundred twenty (120) days from the proposal due date for submission of proposals. Detail any proposed co-venture arrangements such as revenue/profit sharing or subconsultant participation.

C. Title Page

A title page that includes the RFP subject, the name of the proposer’s firm, local address, telephone, contact person (name, email, and phone numbers), and the date.

D. Table of Contents

Provide a table of contents that includes a clear identification of the material by section and page number.

E. Proposal Content

1. **Understanding the Required Scope of Work** – By presentation of a well-conceived work plan, this section of the proposal shall establish that the proposer understands WCCTAC’s objectives and work requirements and describe the proposer’s ability to satisfy those objectives and requirements. Additional items included that are not specifically requested in the RFP must be clearly described as “additional or optional tasks.”
 - a. Use the same task and sub-task numbering and naming format used in the provided scope of work. Deviations should be clearly noted and explained.
 - b. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them.
 - c. Include a timetable for completing all work specified in Appendix A (Required Scope of Work, Deliverables and Staffing).

- d. Identify any technical and procedural innovations that have been used successfully on other projects which may facilitate the performance of the services, and which may not be specifically called out in this RFP.
 - e. Address risks and approach to controlling risks.
2. **Expertise and Approach** – This section should include a description of your team’s proposed approach to your assignment at WCCTAC, reflecting your understanding of WCCTAC’s needs, and detailing the expertise of the team, including all subconsultants, in specific areas of interest to WCCTAC.
- a. Describe how your team’s expertise will be practically applied to fulfill the Scope of Work, including how the team will implement the contract, if awarded. This section may include key areas of consideration and the rationale for implementing the contract as proposed.
 - b. Identify how the team’s expertise and approach will add value to WCCTAC’s work. The key approach must include, at minimum, a one-page summary detailing the overall comprehensive approach for managing and implementing the full scope of work.
3. **Management Plan** – The proposal should describe your approach to client communications and coordination.
- a. Describe methods of planning, scheduling, delivery of tasks, coordination meeting strategies and how the team will provide updated and accurate information to WCCTAC for the duration of the contract.
 - b. Describe how management of the team members and subconsultants will be handled as well as managing budgetary controls and avoiding exceeding resources allocated for specific tasks.
 - c. Describe how public outreach efforts will be coordinated and integrated into the process and among the consultant team as well as inform the process.
4. **Staffing Plan and Availability** – Designate the Principal-in-Charge and the Project Manager who will serve as WCCTAC’s key contacts throughout the duration of the contract. The proposal should identify all key team members, describe their specific roles/responsibilities for this contract, and assurances as to their ability to provide the requested services in a responsive and timely manner. For firms with multiple offices, proposals must clarify which resources are available directly out of the local office. For all key team members, the proposal should include a brief resume describing similar contracts on which they have been involved and their role on that contract, their availability over the duration of this contract, and a description of the benefits the person brings to the team. Full resumes may be included in the proposal appendix. **Any substitution of key staff after submittal of the proposal or during the contract will require**

prior written approval from WCCTAC.

The proposal should also include a full description and time breakdown for each task contained in the Scope of Work, detailing your firm's ability to understand and provide services in an effective manner. A table of estimated hours by task and firm (prime proposer and all subconsultants) should be provided, including the percentage of the total contract hours that each firm will spend on the contract. Total estimated hours should be provided for each task and for each firm. See Cost Proposal paragraph below for additional information to include in the table.

Describe the qualifications and expertise of your proposed team, including all subconsultants, in providing services for clients comparable to WCCTAC. Include a brief description of each firm's size as well as the local organizational structure. List principals and partners and specify the location of the office that will serve WCCTAC's needs. Include a discussion of each team member's capacity and resources. Provide reference contact information. (See References section for required information to provide.) Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any services provided by the proposer or by its subconsultants where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last five years.

5. **Cost Proposal** – Proposer shall submit, in hard copy and electronic copies (in Excel **and** PDF format), the following:
 - a. The overall price and budget, showing the level of effort and cost breakdown by tasks identified in the scope. Provide cost breakdown by subconsultants, if any, based on current certification at time of proposal submission.
 - b. The cost proposal should include a table showing each task and subtask, each staff person and/or subconsultant and their title. For tasks, subtasks provide the corresponding number of hours. For staff/subconsultants provide their corresponding number of hours and their hourly rate. Subtotals should be provided showing the total number of hours by task, the total number of hours by task per staff person/subconsultant and the total number of hours by staff person/subconsultant.

The budget should include an estimate of hours for each task and for all team members, along with their billing rates. **Billing rates must be broken down into direct salary, fringe, and overhead.** Note that for this contract only a 3% allowed annual escalation rate is allowed. Detail the types of non-labor expenses for which you would expect to be reimbursed and this must be consistent with Caltrans' policies for its Sustainable Transportation Planning grants

The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal. The cost and method of compensation will be negotiated with the top-ranked proposer.

Additionally, prior to award of a contract, the successful proposer may be required to submit the firm's most recent complete financial statements, including footnotes and auditor's opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

F. References

Provide a maximum two-page resume for each key team member (including key personnel working for each subconsultant). Resumes may be provided in the appendix to the proposal and will not count toward the page-count limit.

Provide at least three (3) references related to previous projects similar to this project, or elements of this project, on which the firm worked. Include a brief project description, the project title, duration, budget, sponsoring agency, sponsor project manager, the specific work conducted, and roles played by individuals proposed for this contract. Include the name of the agency for which the work was performed, contact person name, email, telephone number, and year(s) that the work was done.

Provide a representative list of clients for whom the prime proposer has worked and name the specific work products produced. The client list will not be included in the page limit.

At least one (1) reference is required for each subconsultant with a proposed budget over \$25,000 total for this contract.

Provide a summary of all contracts that members of your team (including subconsultants) have held with WCCTAC in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

Qualifications and reference materials, excluding resumes, are included in the page limit.

G. Performance Measures

Provide a list of proposed performance measures, that could be used during the course of the contract, if selected, to evaluate deliverables and services performed. If selected, these will be negotiated with staff during contract negotiations and final performance measures will be incorporated into a Professional Services Contract.

H. Forms and Certifications

Proposers must provide, in their submittal, the following completed forms as required in the RFP Appendices:

TABLE 3: REQUIRED FORMS AND CERTIFICATIONS			
FORMS AND CERTIFICATIONS	SEPARATELY SEALED ENVELOPE	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUB-CONSULTANT
Appendix D – Exceptions to the WCCTAC Sample Professional Services Contract Form (if necessary)	–	✓	–
Appendix E – Levine Act	–	✓	✓
Appendix F – Insurance Requirement Form	–	✓	✓
Appendix G – Public Contract Code	–	✓	✓

3. **PROPOSAL EVALUATION/CRITERIA**

A. **Review for General Responsiveness**

WCCTAC staff, in consultation with the WCCTAC legal counsel, will conduct an initial review of the proposals for general responsiveness and compliance with requirements of this RFP. Proposals failing to satisfy the requirements in this RFP will not be considered.

Any proposal that does not include enough information to permit the evaluators to rate the proposals in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in **Section II.2** (Proposal Content and Format), may be considered complete and generally responsive if evaluation in every criterion is possible.

B. **Proposal Evaluation**

A Selection Review Panel, which may be comprised of staff from WCCTAC and representatives from outside agencies, will evaluate responsive proposals. The panel will then establish a short list of pre-qualified firms based on Proposal Criteria, and request to interview, if necessary.

C. **Proposal Criteria – 100 Points Possible**

The product of the selection process will be to award a contract with the top-ranked proposer, as recommended by the Selection Review Panel. The following criteria and point system will be used to evaluate the proposals:

1. **Knowledge and Understanding** – Demonstrated understanding of the RFP objectives and work requirements. Methods of approach, work plan, and experience with similar projects related to type of services. (40 points maximum)
2. **Management Approach and Staffing Plan** – Qualifications of project staff, particularly key personnel, especially the project manager, and key personnel’s level of involvement in performing related work, value and allocation of resources. (25 points maximum)
3. **Qualifications of the Proposer Firm** – Technical experience in performing work related to type of services; experience working with public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and

stability of proposed subconsultants; and assessments by client references. (25 points maximum)

4. **Capacity and Schedule** – Capacity and ability to provide quality personnel in a timeframe that meets the needs of WCCTAC. (10 points maximum)

D. Proposer Interviews

Based on the initial technical scoring of the proposals, WCCTAC, at its discretion, may select top-ranked or invite short-listed proposers for an interview. Final scoring to select the top-ranked proposer will be based on the interview criteria below and will not include the initial scoring of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, respondents will be ranked based on the scoring of the technical proposals. The Principal-in-Charge and key team members should plan to attend the interview.

E. Proposer Interview Criteria – 100 Points Possible

The interview, if applicable, will be evaluated by a Selection Review Panel using the following criteria and point system:

1. **Knowledge and Understanding** (35 points maximum) of the required services and scope of work.
2. **Management Approach and Staffing Plan** to performing scope of work efficiently and effectively. The ability and willingness to work within a managed contract budget, scope of work, and schedule of deliverables. (25 points maximum)
3. **Qualifications of the Proposer Firm** and ability of the consultant team and key staff in performing the scope of work. (20 points maximum)
4. **Effectiveness of Interview** – Overall interview discussions and presentation. (20 points maximum)

F. Award

The selection of the consultants shall be fair, open, and competitive using a qualifications-based selection process, and will be based on clearly stated objectives identified in this RFP and on demonstrated competence, professional qualifications, experience, and capabilities to perform the required scope of services identified in **Appendix A**. Proposals will be evaluated and scored for accuracy and completeness of submittal and against the qualifications and other requirements listed in this RFP.

The Selection Review Panel will recommend award to the highest ranked respondents based on the final scoring from the Proposer Interview Criteria in **Section II.3.E** and will not include the initial scoring of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, respondents will be ranked based on the scoring of the technical proposals. All finalists may be required to submit a revised cost proposal and/or technical or other revisions to their proposals as a result of negotiations with WCCTAC. If negotiations with the top-ranked respondent are ultimately unsuccessful, or if the proposer declines the work offered, then negotiations will proceed with the second highest ranked proposer from the proposal list, and so forth until a proposer is selected.

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APPENDICES

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A. Required Scope of Work, Deliverables, and Staffing

SCOPE OF WORK: Richmond Parkway Environmental Justice and Regional Mobility Plan

Introduction

Richmond Parkway is a 9.5-mile, major arterial linking Interstate 80 and Interstate 580 (Richmond- San Rafael Bridge). It cuts through unincorporated Contra Costa County and the City of Richmond and serves the cities of San Pablo and Pinole and the Port of Richmond. It is a major goods movement (truck and rail) and commuter corridor, a critical link in the San Francisco Bay Trail, and includes the Richmond Parkway Transit Center at its northern terminus. New industrial and residential development is planned along the Parkway.

MTC is currently working on an I-580 project to introduce HOV lanes and open road tolling, as part of its *Richmond-San Rafael Bridge Forward program*. This will supplement its recent introduction of a new peak-hour, eastbound vehicle lane and a two-way, pedestrian and bicycle pathway on the westbound deck of the bridge. That work will also evaluate impacts to the Richmond Parkway interchange of the new eastbound third lane on the Richmond-San Rafael Bridge. Simultaneously, MTC has begun the I-80 Design Alternatives Analysis which will study ways to increase HOV and transit use. Caltrans completed its *I-580 West Transportation Concept Report*, and the Bay Area Air Quality Management District has targeted the Richmond community for the state's Community Air Protection Program to develop a Community Air Monitoring Plan. Due to the Parkway's central Bay Area location, both Contra Costa County and the City of Richmond are experiencing an increased interest in industrial, warehousing, and residential development in the area. However, the corridor lacks a comprehensive and coordinated transportation plan that crosses jurisdictional and agency boundaries.

The core of the Plan Area includes North Richmond, an unincorporated portion of Contra Costa County that is surrounded by the City of Richmond. According to the County's November 2020 *Draft North Richmond Profile for its General Plan Update*: 22% of the residents identify as Black and 65% identify as Hispanic or Latino. The median age of North Richmond residents is 30 years old, whereas for the county as a whole it is 39 years old. Average life expectancy is 77 years old, four years less than the County average. Median household income is just over fifty thousand dollars whereas the County median is over \$88,000. According to the most recent draft of the Richmond-Area Community Based Transportation Plan, approximately 46% of residents live in poverty (defined here as below 200 percent of the federal poverty threshold). Based on a variety of factors, the Plan Area meets multiple disadvantaged community definitions; please refer to other responses to questions and attached maps and tables.

In response to comments on and actions in the recent Richmond-Area Community Based Transportation Plan, as well as the multiple poor CalEnvironScreen ratings, the Richmond Parkway Environmental Justice and Regional Mobility Plan will continue and expand the prior community-focused process to evaluate and make recommendations via a health equity lens for improving bicycle and pedestrian infrastructure, transportation safety, transit access, public health, and air quality. The plan will develop strategies for minimizing negative impacts of speeding, collisions, neighborhood cut-through truck traffic, and localized pollution for the surrounding disadvantaged communities.

Project Stakeholders

The West Contra Costa Transportation Advisory Committee (WCCTAC) will manage this effort with the assistance of a consultant team and our outreach partner, Richmond's Community Housing Development Corporation (CHDC), a community-based organization. CHDC has for twenty-five years worked together with community leaders to make changes in neighborhoods, build coalitions and partnerships with organizations, individuals, and institutions. Numerous other agencies, community groups, and residents are also interested in this Plan and the planning process will actively engage their participation.

Below is a summary of identified stakeholders for the project and their anticipated role.

Technical Advisors and Agencies will provide technical expertise and guidance on key project deliverables, as well as implementation strategies and project feasibility.

- California Department of Transportation (Caltrans)
- City of El Cerrito
- City of Richmond
- City of San Pablo
- City of Pinole
- City of Hercules
- Contra Costa County Health Services
- Contra Costa County Public Works
- Contra Costa County Conservation and Community Development
- Contra Costa Transportation Authority (CCTA)
- Alameda-Contra Costa Transit (AC Transit)
- Western Contra Costa Transit Authority (WestCAT)
- Bay Area Rapid Transit (BART)
- Bay Area Air Quality Management District (BAAQMD)
- East Bay Regional Park District (EBRPD)
- Metropolitan Transportation Commission (MTC) including the San Francisco Bay Trail Project

Community Partners will assist in the facilitation of community engagement. CHDC is the Plan's primary community partner and will assist with community engagement. This list is preliminary and will be finalized prior to start of the project.

- Trails for Richmond Action Committee (TRAC)
- Bike East Bay
- Rich City Rides
- Groundwork Richmond
- Healthy Richmond
- Men and Women of Valor
- Richmond Latinos Unidos

Community and Trade Stakeholders will provide input on the project and promote community outreach efforts. In addition to our Community Partners, additional stakeholders include:

- Urban Tilth
- Parchester Village, Hilltop District, Hilltop Village, Shields-Reid, Iron Triangle, Atchison Village, and Santa Fe Neighborhood Councils
- North Richmond Municipal Advisory Council
- Pogo Park

- Richmond Bicycle/Pedestrian Advisory Committee
- Council of Industries
- Port of Richmond
- Chevron Richmond Refinery
- Richmond Chamber of Commerce
- California Trucking Association
- Harbor Trucking Association
- Verde Elementary School
- Richmond Pacific Railroad Corporation (RRPC)
- Burlington Northern Santa Fee Railroad (BNSF)
- Confederated Villages of Lisjan (a group of seven Ohlone Tribes)

Overall Project Objectives

- Address locally identified transportation needs faced by historically marginalized communities.
- Develop quality projects that provide inclusive transportation and recreation opportunities for people of all backgrounds, abilities, and ages to use and enjoy.
- Build community consensus around transportations plans for the Richmond Parkway.
- Reduce negative impacts of speeding, collisions, neighborhood cut-through traffic and localized pollution for the surrounding disadvantaged communities.
- Encourage greater use of active transportation modes, including transit, along the corridor.
- Increase access to regional trails and parks along the Richmond Parkway.
- Improve conditions for all modes in the near, mid, and long-term within the plan area.
- Reduce the number and severity of collisions along the Richmond Parkway.
- Decrease the number of trucks and other vehicles diverting from the Richmond Parkway to neighborhood streets.
- Improve the quality of life for residents within the plan area by improving air quality; increasing the desirability of active transportation modes for trips and exercise; increasing access to higher-earning employment and educational opportunities.
- Develop and coordinate transportation plans to guide future development of the area in Contra Costa County, the City of Richmond, and other nearby jurisdictions.

Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

Task 01: Project Administration

WCCTAC will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Kickoff Meeting with Caltrans

WWCCTAC will facilitate a kickoff meeting with Caltrans staff to review project scope, schedule, and deliverables, as well as Caltrans protocols for reporting.

Invoicing and Quarterly Reports to Caltrans

WCCTAC's Transportation Planning Manager will serve as the primary contact for Caltrans and will provide consultant invoices and quarterly reports to Caltrans based on procedures and expectations established at project initiation. Quarterly reports will include a summary of project progress and grant/local match expenditures. WCCTAC will also provide all project deliverables as they are developed and keep Caltrans staff apprised of the project schedule.

Task Deliverables
Kick-off meeting with Caltrans - meeting notes, quarterly invoices, and progress reports.

Task 02: Consultant Procurement

WCCTAC will develop and advertise an RFP and select a qualified consultant firm/team through a competitive RFP process using proper procurement procedures. To efficiently utilize grant funds and meet schedule requirements, some of this work may occur prior to the grant's initiation in which case no grant funds would be used for that work, but all Caltrans requirements would be met. During initiation of the project, WCCTAC and Caltrans staff will confirm grant procedures and project administration, including invoicing and reporting, with the selected consultant firm/team (Consultant).

Task Deliverables
Request for Proposals (RFP), Consultant Interviews, Consultant Selection, Contract Executions, Amendments to Consulting Contract (as needed and authorized by Caltrans)

Task 1: Initiation and Technical Advisory Committee

The Consultant and WCCTAC will work cooperatively to effectively manage the project. The Consultant will be responsible for day-to-day project management and product delivery, while WCCTAC will provide technical and logistical assistance.

Kickoff Meeting with Consultant

WCCTAC staff will host a kickoff meeting with the project team and will notify Caltrans in advance of the upcoming meeting. The primary objectives will be to review scope, schedule, project goals, consistency with Caltrans' grant requirements, and key issues. The composition and role of the Technical Advisory Committee and Stakeholder Advisory Group will also be discussed.

Technical Advisory Committee Development and Meetings

WCCTAC's existing Technical Advisory Committee (TAC) will be engaged to review project deliverables and provide input on the community engagement strategy. The TAC currently includes representatives from the City of El Cerrito, City of Richmond, City of San Pablo, City of Pinole, City of Hercules, Contra Costa County, Alameda County Transit (AC Transit), Bay Area Rapid Transit (BART), and Western Contra Costa County Transit (WestCAT). Caltrans, as well as representatives from Contra Costa County Health Services, Public Works, and Conservation and Community Development departments; Bay Area Air Quality Management District (BAAQMD); Metropolitan Transportation Commission (MTC); Contra Costa Transportation Authority (CCTA); and East Bay Regional Park District (EBRPD) will be invited to attend meetings related to the

Richmond Parkway Environmental Justice and Regional Mobility Plan and be part of the project-specific TAC.

Representation on the TAC from various agencies and city departments will provide a forum for exchanging information and coordinating transportation, housing, and land use planning components from the array of representatives.

It is anticipated the Consultant will present all major deliverables to the TAC to provide guidance and recommendations. Presentations will primarily be at the regular TAC meetings, held on the second Thursday of each month; however, special meetings may be called if needed.

Task Deliverables
Committee Meeting List, Meeting Materials, Meeting Agendas and Notes

Task 2: Information Gathering and Analysis

The Consultant will develop a robust study to examine existing conditions and evaluate potential future scenarios. This task will form the foundation of the Richmond Parkway Environmental Justice and Regional Mobility Plan and provide the baseline for planning recommendations. This task will include ongoing project management by the Consultant and monthly check-ins with the Project Team during this phase of the project.

Existing and Future Conditions Analysis

The Consultant will gather necessary data and conduct preliminary studies to provide an overview of existing transportation and public health conditions in the Plan Area. This will include but will not be limited to the following sections. The approach and content of these studies is anticipated to be refined through discussions with the TAC:

- **Regional and Local Bike and Pedestrian Network Analysis** to compile the existing and planned routes of bicycle and pedestrian travel and identify deficiencies in bicycle and pedestrian facilities, including gaps in the bike network, substandard bike routes, lack of sidewalk, barriers to accessible travel, and lack of safe crossings. The study will document points of origin and destination for local community members from existing studies such as the Richmond CBTP as well as meetings with area stakeholders. Existing directional signage and striping of pedestrian and bicycle facilities will be reviewed to identify shortcomings that can be corrected.
- **Existing Travel Patterns and Goods Movement Study** will review existing traffic data and collect new data to determine the quantity and routes of goods movement through environmental justice neighborhoods. The study will identify current truck volumes on both the Richmond Parkway and adjacent roadways using “big data” sources such as INRIX, StreetLight, Airsage, and Teralytics. The study will also include identifying stakeholder groups affected by potential new goods movement policies, including truckers, local logistics and industrial companies, neighboring residents, and government agencies.
- **Public Health and Equity Impact Assessment** to evaluate health conditions in the residential communities adjacent to Richmond Parkway, particularly those health conditions that may be worsened by proximity to vehicular traffic including goods movement traffic. The study will utilize existing data related to air quality, noise, and asthma rates, including findings related to the AB 617 Richmond-San Pablo Community Air Monitoring Plan. The assessment will also utilize existing Census data to develop a

community profile of residents living in or near the Plan Area. This assessment will be presented to community members for comments and refined in response to comments received. In addition, the assessment will include a review of other recent goods movement and neighborhood impact studies such as the Northern California Mega-Region Goods Movement Study, the West Oakland Community Action Plan, the West Oakland Truck Management Plan, the San Francisco Bay Area Goods Movement Plan, and the North Alameda County Truck Access Management Plan.

- **Safe Streets Assessment** to evaluate pedestrian and cyclist safety within the Plan Area. The study will examine existing collision data and conduct new traffic counts as needed to present a level of stress assessment for bicyclists and pedestrians, as well as a review of automobile and truck collision data and conditions to identify potential improvements. The study will examine the local streets being used by trucks diverting from the Richmond Parkway and critical connection routes for regional trails.
- **Transit Network Study** to compile existing and planned public transit routes, utilizing information from BART, AC Transit, and WestCAT and examine existing pedestrian and bicycle access to and facilities at existing stops.
- **Traffic Signal Timing, Phasing and Technology Study** to compile known information about traffic signals within the Plan Area. The study will provide an inventory of truck route and directional signage to identify how vehicles are being directed through the Plan Area.
- **Review of Future Trends** to understand the potential for growth in vehicle and goods movement use of the Richmond Parkway in the future. This review will assess the potential for change in vehicle and goods movement use of the parkway to determine the potential for impacts on the disadvantaged communities near the Parkway. This will be a high-level assessment using the Countywide Travel Demand model.

Other elements of the Review of Future Trends will include:

- Consideration of how future and planned industrial development will impact the community, and/or what can be done to mitigate this impact to ensure this plan increases the community's health, air quality, and resilience in the future.
- Consideration of the potential increase in cost of living and/or gentrification/displacement of existing community as a result of the plan's proposed projects and identify potential policy changes to prevent these unintended consequences.
- Consideration of how impacts of extreme heat, wildfire and wildfire smoke, poor air quality days, water management, etc. will impact this community and utility of planned infrastructure.

Opportunities and Challenges Analysis

Utilizing findings collected in earlier tasks, as well as input from the community described in Task 06, the Consultant will produce a map and summary report depicting opportunities and challenges within the Plan Area. This Analysis will place a focus on opportunities for improvements that will address environmental justice issues such as air quality, multi-modal access to employment, schools and recreation and other opportunities. This analysis will help determine the focus areas for the "Toolkit" developed in Task 07.

Task Deliverables
Existing and Future Conditions Analysis Report, Opportunities and Challenges Analysis Report

Task 3: Community Outreach and Participation

The Consultant and the project's Community Based Organization partner, Richmond's Community Housing Development Corporation (CHDC), will develop and manage a multilingual outreach program focused on using conventional and non-conventional outreach methods to ensure that broad members of the community are engaged throughout the process and that the Plan reflects community needs and values. Community outreach for the project is designed to engage members of the surrounding disadvantaged communities, while also incorporating the voices of trade groups that utilize the Parkway. Based on previous examples of successful outreach with the Plan Area, the outreach and participation plan will contain a mix of strategies with an emphasis on "going to" the community rather than having the community "come to us", as well as online engagement. The TAC and Stakeholder Advisory Group will serve as a resource to identify other community meetings that could also serve as a joint outreach opportunity. Caltrans will be notified and invited to all outreach events. Outreach materials will be published in English and Spanish, and the Consultant and/or CHDC will have Spanish translators available at engagement events.

Along with CHDC, outreach will include a diverse set of locally based organizations to develop interest in the project and gather input from all segments of the neighborhoods affected by the Parkway. These are anticipated to include Trails for Richmond Action Committee (TRAC), Rich City Rides, Bike East Bay, Groundwork Richmond, Men and Women of Valor, Richmond Latinos Unidos, and Healthy Richmond. CHDC and the Consultant will play an important role in facilitating and promoting engagement events with the assistance of these organizations. Outreach events will additionally be promoted and advertised with paid online ads, placing notices and articles in existing e-newsletters, as well as direct contact to local business, schools, and institutions.

As a first step in the Community Outreach process, the Consultant, CHDC and Community Partners will develop a **Public Engagement Plan** that details the proposed outreach approach and timeline. The Public Engagement Plan will target opportunities to reach traditionally under-represented communities such as, disabled, transit-dependent and immigrant communities. It is anticipated that the Public Engagement Plan and Project will include the following community outreach activities:

- **Project Website and Online Surveys.** Working with WCCTAC staff, the Consultant will develop a project website with project background and interactive updates. The website will be used to host interactive surveys at up to two (2) key points in the planning process, preliminarily anticipated to be during the Information Gathering Task (Task 05) and in the Preferred Solutions Development Task (Task 08). Sidewalk decals with web address and QR codes will be used to inform the public of the project website.
- **Stakeholder Advisory Outreach.** WCCTAC, CHDC and the Consultant will develop a Stakeholder Advisory Group consisting of representatives from stakeholder organizations and citizens active in the area, including but not limited to the project stakeholders listed above. A focus will be placed on ensuring a high level of involvement of stakeholders with an environmental justice focus.

The Stakeholder Advisory Group will review the Public Engagement Plan and provide input at key points during the planning process. Stakeholders will be engaged directly by the Consultant, CHDC, WCCTAC, or the Community Partners for initial input on the project. For input on the project deliverables, stakeholders will be engaged collectively.

Depending on health orders, meetings may be held in person or through an online interactive meeting. Follow up with individual stakeholder groups will be conducted, if necessary. The project assumes up to six (6) meetings with the Stakeholder Advisory Group.

- **Public Engagement Events.** Project information will be presented in formal presentations to gather input and feedback from community members. At least two (2) standalone workshops will be held for the project. Depending on health orders, these workshops may be held in person or online. These are anticipated to occur during the Information Gathering Task (Task 05) and in the Preferred Solutions Development Task (Task 08). Information from these workshops will additionally be presented at regularly scheduled meetings of the seven (7) Neighborhood Councils in or near the Plan Area. With CHDC, these workshops will focus on getting community input on major community concerns and prioritization for planning strategies.
- **Community “Pop-ups” and Plan Area Bike Tour.** The Consultant with CHDC will develop materials for community “Pop-ups” at existing community events and will attend at least six (6) events in and around the Plan Area. Pop-up materials will include informational materials as well as interactive activities or surveys. Specific events will be identified by stakeholders. In addition, Rich City Rides and Bike East Bay will lead a community bike ride through the Plan Area to gather input on community concerns as part of the Information Gathering Task (Task 05).
- **WCCTAC Board Meeting Updates.** WCCTAC staff and the Consultant will provide periodic updates to the WCCTAC Board of Directors during their publicly noticed meetings. These updates provide additional opportunities to receive feedback from members of the public and Board members.
- **Draft and Final Plan Engagement.** Upon completion of the Public Review Draft Plan described in Task 10, the draft will be posted online on the project website and all participants, advisory bodies, and Neighborhood Councils will be notified for community review of the plan. This will allow for additional comments before finalizing the Plan. The Final Plan will be presented to the WCCTAC Board, as well as Contra Costa County Board of Supervisors, the Contra Costa Transportation Authority Commissioners, and City Councils of the Cities of Richmond, San Pablo, and Pinole, if requested, (Task 11), which will be open to the public.

Midway through the project, WCCTAC, the Consultant and CHDC will hold a check in with the Community Partners and Stakeholder Advisory Group to evaluate the community outreach process and its effectiveness. Subsequent events or efforts will be adjusted as needed.

The Consultant, with CHDC, will compile a **Public Outreach Summary**, which will be included as an appendix to the Final draft of the Richmond Parkway Environmental Justice and Regional Mobility Plan.

Task Deliverables
Public Engagement Plan; Project Website and Survey Results; Compiled Summary of Stakeholder Engagement, Workshop Materials, Pop-up Materials, Public Outreach Summary

Task 4: Parkway Strategies Toolkit

It is anticipated that meeting the multi-faceted goals of the Richmond Parkway Environmental Justice and Regional Mobility Plan, including reducing community impacts from congestion, improving multimodal access, and mitigating negative impacts of truck traffic, will require a wide variety of actions, from street design and smart transportation technologies to policy and programmatic solutions.

The proposed Parkway Strategies Toolkit will compile a high-level summary of potential options. All options will be subject to a high-level analysis and evaluation, and highest priority options will be further developed in the Preferred Solutions task (Task 08).

This task will include ongoing project management by the Consultant and monthly check-ins with the Project Team during this phase of the project.

Parkway Strategies Toolkit

The Consultant with CHDC will develop a Toolkit of strategies to address the Opportunities and Challenges identified in Task 05, which will be informed by community input on existing issues and concerns as determined through the Community Outreach efforts described in Task 06. While the specific challenges addressed by the Toolkit will be determined during the planning process it is anticipated that the Toolkit will present a range of strategies for increasing multimodal access to transit, parks, and Regional Trails. Improving safety for residents near the parkway, managing existing and future traffic on the Parkway, shifting heavy trucks and freight out of residential areas, and reducing greenhouse gas emissions

As a means of evaluating the strategies presented in the Toolkit, the Consultant will work with WCCTAC, CHDC, TAC, and all relevant stakeholders to develop priorities for evaluating solutions. These evaluation criteria may include effectiveness in addressing environmental justice issues, general cost range, ability to address safety needs, or regulatory feasibility, among others. Using these criteria, the Consultant will develop an Evaluation Matrix to compare strategies and help community members and stakeholders select priorities. The Toolkit and the Draft Evaluation Matrix will be presented to the community in the engagement activities outlined in Task 05, including a project workshop, presentations to the Neighborhood Councils, and at community "pop up" events. The community and the TAC will assist in selecting strategies to further develop as Preferred Solutions (Task 08).

Task Deliverables
Parkway Strategies Toolkit Memo and Presentation

Task 5: Preferred Solutions

Based on feedback from the community and the TAC, the Consultant will prepare a more detailed study of the highest priority strategies from the Toolkit. While the total number of solutions will be determined by the study, it is anticipated that the Preferred Solutions will include up to ten (10) strategies, potentially ranging from plans for limiting truck access in residential neighborhoods to schematic designs of Parkway crossings. These solutions will be accompanied by 30% design plans or graphics, capital investment costs, and maintenance expenses, as well as future modeling to show potential impact of implementation.

This task will include ongoing project management by the Consultant and monthly check-ins with the Project Team during this phase of the project.

Draft Preferred Solutions

The Consultant will develop a draft version of the Preferred Solutions for presentation and discussion with the TAC and the Stakeholder Advisory Group. Discussions will focus on how to refine concepts for efficiency and feasibility, minimize costs, and most directly address community needs.

Final Preferred Solutions

The Consultant will revise the Draft Preferred Solutions based on feedback, in preparation for inclusion in the Draft Plan (Task 7).

Task Deliverables
Draft and Final Preferred Solutions

Task 6: Implementation and Financing Strategy

The Consultant will work with WCCTAC to develop an implementation strategy for the Preferred Solutions developed in Task 08 that highlights partnership opportunities and jurisdictional responsibility. The Consultant will develop an implementation timeline, grouping each solution into a short, middle, or long-term goal. If applicable, the implementation timeline will include phasing for projects that could be implemented over time.

The Consultant will additionally identify potential funding sources for implementing the Preferred Solutions based on the capital improvement and maintenance costs associated with each strategy. The Consultant will identify funding and financing strategies that include potential local, state, regional and federal funding mechanisms, and sources.

The Plan will include Next Steps for WCCTAC and its partners to advance the Plan's recommendations that highlights priorities and timing.

This task will include ongoing project management by the Consultant and monthly check-ins with the Project Team during this phase of the project.

Task Deliverables
Implementation and Financing Strategy

Task 7: Draft and Final Richmond Parkway Environmental Justice and Regional Mobility Plan

The Consultant will integrate deliverables from all previous tasks into an **Administrative Draft Plan** to be reviewed by the Project Team including WCCTAC staff, the TAC, and the Stakeholder Advisory Group. The Consultant will incorporate comments and revise the Administrative Draft to create a **Public Review Draft**. The Public Review Draft Plan will be presented online on the project website and all project participants, as well as the general public, will be encouraged to provide comments. Feedback will be incorporated into development of the **Final Richmond Parkway Environmental Justice and Regional Mobility Plan**.

The Plan is anticipated to include the following components:

- Introduction and Project Need Statement

- Existing Conditions, Opportunities and Challenges
- Analysis of Future Conditions
- Summary of Community Engagement Process
- Toolkit Summary and Evaluation Matrix
- Preferred Solutions
- Implementation, Financing Strategy, and Next Steps

This task will include ongoing project management by the Consultant and monthly check-ins with the Project Team during this phase of the project.

Task Deliverables

Administrative Draft, Public Review Draft, and Final Richmond Parkway Environmental Justice and Regional Mobility Plan
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Task 8: Plan Presentation

At a minimum, the Final Plan will be presented to the WCCTAC Board of Directors for its acceptance. As requested, the Plan may also be presented to the Contra Costa County Board of Supervisors, the Contra Costa Transportation Authority Commissioners, and City Councils of the Cities of Richmond, San Pablo, and Pinole. Caltrans will be notified of when the Final Plan is released.

Task Deliverables

Presentation Materials

B. Reference Materials

The following information, websites and documents related to this RFP are listed below and available on the web:

1. WCCTAC's Express Bus Implementation Plan (2020)
2. WCCTAC's West County High-Capacity Transit Study, May 2017
3. WCCTAC/CCTA's Draft West County Action Plan for Routes of Regional Significance, October 2022
4. CCTA's Express Bus Study Update, 2017
5. MTC/CCTA Richmond Area Community Based Transportation Plan
6. MTC's I-80 Design Alternative Assessment
7. MTC's Richmond-San Rafael Bridge Open Road Tolling and I-580 Westbound HOV Lane
8. Contra Costa County's General Plan Update: Envision Contra Costa 2040
9. City of Richmond's Bicycle Master Plan (2011)
10. City of Richmond's Pedestrian Master Plan (2011)
11. City of Richmond Hilltop Horizon Specific Plan – on-going
12. BAAQMD's Richmond Area Community Emission Reduction Plan (CERP)- on-going

C. WCCTAC Sample Professional Services Contract And Copy Of Restricted Grant Agreement Between Caltrans And WCCTAC

WCCTAC Sample Professional Services Contract

CONSULTING SERVICES AGREEMENT BETWEEN THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

AND

[NAME OF CONSULTANT]

This Agreement for consulting services is made by and between the between the West Contra Costa Transportation Advisory Committee, a Joint Powers Agency existing under the laws of the State of California, (“WCCTAC”) and _____, a _____ (corporation / limited liability company / sole proprietor), with offices located at _____, (“Consultant”), (together referred to as the “Parties”) as of _____, 20__ (the “Effective Date”).

Section 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to WCCTAC the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect WCCTAC’s right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that WCCTAC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from WCCTAC of such desire of WCCTAC, reassign such person or persons.

1.4 Time is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

1.5 [OPTIONAL] Public Works Requirements. Because the services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit C. Consultant shall waive, indemnify, hold harmless, and defend WCCTAC concerning any liability arising out of Labor Code Section 1720 *et seq.*

Section 2. COMPENSATION. WCCTAC hereby agrees to pay Consultant a sum not to exceed [Spell out amount] _____, (\$ _____) notwithstanding any contrary indications that may be contained in Consultant’s proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. WCCTAC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from WCCTAC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to WCCTAC in the manner specified herein. Except as specifically authorized by WCCTAC in writing, Consultant shall not bill WCCTAC for duplicate services performed by more than one person.

Consultant and WCCTAC acknowledge and agree that compensation paid by WCCTAC to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. WCCTAC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At WCCTAC’s option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person

doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

2.2 Monthly Payment. WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. WCCTAC shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to WCCTAC of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. WCCTAC shall pay for the services to be rendered by Consultant pursuant to this Agreement. WCCTAC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. WCCTAC shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit C. Reimbursable expenses not listed in Exhibit C are not chargeable to WCCTAC. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by WCCTAC to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that WCCTAC or Consultant terminates this Agreement pursuant to Section 8, WCCTAC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of

the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. WCCTAC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

WCCTAC shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant’s use while consulting with WCCTAC employees and reviewing records and the information in possession of WCCTAC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of WCCTAC. In no event shall WCCTAC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to WCCTAC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to WCCTAC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to WCCTAC. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form

		CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis
B	<p>Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</p>	<p>\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage; Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.</p>
C	<p>Workers’ Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</p>	<p>WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against WCCTAC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement</p>
D	<p>Professional Liability/Errors & Omissions Includes endorsements of contractual liability</p>	<p>\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim</p>

4.2 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers’ Compensation and Employers Liability, shall be endorsed to name as additional insured: West Contra Costa Transportation Advisory Committee, its Board of Directors, and all WCCTAC officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects WCCTAC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by WCCTAC, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to WCCTAC.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to WCCTAC, evidencing that all required insurance coverage is in effect. WCCTAC reserves the rights to require Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to WCCTAC for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to WCCTAC. Acceptance of Consultant's insurance by WCCTAC shall not relieve or

decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Consultant. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of WCCTAC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of WCCTAC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WCCTAC, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to WCCTAC guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. **Wasting Policies.** No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

d. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4 Remedies. In addition to any other remedies WCCTAC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WCCTAC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies WCCTAC may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to WCCTAC, and hold harmless WCCTAC and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the Services or its failure to comply with any of its

obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC.

Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by WCCTAC, unless this time has been extended by WCCTAC. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by WCCTAC, may be retained by WCCTAC until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of WCCTAC, Consultant shall indemnify, defend, and hold harmless WCCTAC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of WCCTAC.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of WCCTAC. WCCTAC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise WCCTAC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other WCCTAC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by WCCTAC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of WCCTAC and entitlement to any contribution to be paid by WCCTAC for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as WCCTAC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of WCCTAC in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind WCCTAC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to WCCTAC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to WCCTAC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from WCCTAC.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. WCCTAC may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty

(30) days' written notice to WCCTAC and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; WCCTAC, however, may condition payment of such compensation upon Consultant delivering to WCCTAC any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or WCCTAC in connection with this Agreement.

8.2 Extension. WCCTAC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. WCCTAC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to WCCTAC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between WCCTAC and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, WCCTAC's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that WCCTAC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of WCCTAC. Consultant hereby agrees to deliver those documents to WCCTAC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for WCCTAC and are not necessarily suitable for any future or other use. WCCTAC and Consultant agree that, until final approval by WCCTAC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTAC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of WCCTAC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTAC or as part of any audit of WCCTAC, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, WCCTAC and Consultant agree to resolve the dispute in accordance with the following:

10.2.1 Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority.

10.2.2 If the dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any mediator, and shall bear their own attorney's fees for the mediation.

10.2.3 The alternative dispute resolution process in this section is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900, *et. seq.*

10.3 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.4 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.7 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.8 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of WCCTAC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any WCCTAC official in the work performed pursuant to this Agreement. No officer or employee of WCCTAC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of WCCTAC. If Consultant was an employee, agent, appointee, or official of WCCTAC in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is

made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse WCCTAC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.10 Contract Administration. This Agreement shall be administered by WCCTAC Executive Director, or his designee, identified as _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

10.10 Notices. Any written notice to Consultant shall be sent to:

[INSERT CONSULTANT CONTACT INFORMATION HERE]

Any written notice to WCCTAC shall be sent to:

John Nemeth,
Executive Director
WCCTAC

6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a copy to

Benjamin T. Reyes II,
General Counsel
Meyers Nave

555 12th Street, Suite 1500
Oakland, CA 94607

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.
--

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [[and]C [, and D]] [ENSURE THAT THE CORRECT EXHIBITS ARE LISTED] represents the entire and integrated agreement between WCCTAC

and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

- Exhibit A Scope of Services
- Exhibit B Payment Schedule
- Exhibit C Public Works Requirements **[DELETE IF NOT APPLICABLE]**
- Exhibit [C or D] Expenses **[DELETE IF NOT APPLICABLE]**

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

WCCTAC

CONSULTANT

JOHN NEMETH, EXECUTIVE DIRECTOR

[NAME / TITLE]

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO, GENERAL COUNSEL

EXHIBIT A

SCOPE OF SERVICES

DRAFT

EXHIBIT B

COMPENSATION SCHEDULE

DRAFT

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS

PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to WCCTAC \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, WCCTAC has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with WCCTAC and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous

record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT [C OR D]

REIMBURSABLE EXPENSES

2660944.1

Restricted Grant Agreement Between Caltrans and WCCTAC

West Contra Costa Transportation Advisory Committee

DRAFT

D. Exceptions to the WCCTAC Sample Professional Services Contract Form

Not applicable. The prime proposer has no requested changes.

Contract Reference (Section / Paragraph / etc.)	Relevant Provisions	Requested Action
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	

E. Levine Act Statement

*****PRIME PROPOSER AND SUBCONSULTANTS/SUBCONTRACTORS MUST SUBMIT A SIGNED LEVINE ACT STATEMENT*****

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

WCCTAC's Commissioners and their alternates as of the date of this RFP are as follows:

Jovanka Beckles/H.E. Christian Peeples (<i>AC Transit</i>)	Rita Xavier/ Abel Pineda (<i>City of San Pablo</i>)
John Gioia / Federal Glover (<i>Contra Costa County Board of Supervisors</i>)	Chris Kelly/Dion Bailey (<i>City of Hercules</i>)
Maureen Powers/Aleida Adrino-Chavez (<i>WestCAT</i>)	Tom Butt/ (<i>City of Richmond</i>)
Lateefa Simon/Mark Foley (<i>BART</i>)	Eduardo Martinez/ (<i>City of Richmond</i>)
Paul Fadelli/Gabriel Quinto (<i>City of El Cerrito</i>)	Demnlus Johnson III (<i>City of Richmond</i>)
Norma Martinez-Rubin/Devin Murphy (<i>City of Pinole</i>)	

1. **Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any WCCTAC Commissioners or alternate in the 12 months preceding the date of the issuance of this RFP?**

YES NO

If yes, please identify the Commissioner or alternate: _____

2. **Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any WCCTAC Commissioners or alternate in the three months following the award of the contract?**

YES NO

If yes, please identify the Commissioner or alternate: _____

Answering yes to either of the two questions above does not preclude WCCTAC from awarding a contract to your firm. It does, however, preclude the identified Commissioner or alternate from participating in the contract award process for this contract.

DATE

AUTHORIZED SIGNATURE

NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

F. Insurance Requirement Form

Part A:

Minimum Insurance Coverages – The selected consultant shall, at its own expense, obtain and maintain in effect at all times the type and amount of insurance set forth in WCCTAC’s Sample Professional Services Contract contained in Appendix C.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed in WCCTAC’ Sample Professional Services Contract, in the manner required by therein, except for such requirements identified in Part B.	
Authorized Signature	
Name and Title	
Company Name	
Date	

NOTE: If you are unable to satisfy the required minimum insurance coverages listed above in WCCTAC’ Sample Professional Services Contract, submit Part B to a request for exception to the appropriate insurance requirement(s) and submit with the proposal. If such objections are not brought to WCCTAC’s attention in a timely manner, compliance with the insurance requirements will be assumed.

Part B:

Insurance Exception Request – For any item not checked “Yes” in Part A, identify the specific insurance provision for which an exception is being sought and the requested revision(s) in the table below.

Insurance Provision	Insurance Exception

G. Public Contract Code

*****PRIME PROPOSER AND SUBCONSULTANTS/SUBCONTRACTORS MUST SUBMIT A SIGNED PUBLIC CONTRACT CODE STATEMENT*****

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that _____ the _____ proposer

has _____ not _____

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the proposer shall complete, under penalty of perjury, the following questionnaire:

Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the proposer, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the proposer within the immediately preceding two year period because of the proposer's failure to comply with an order of a federal court which orders the proposer to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required under Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

DATE

AUTHORIZED SIGNATURE

NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS



El Cerrito

Hercules

Pinole

September 23, 2022

Mr. Tim Haile, Executive Director
Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

RE: September 2022 WCCTAC Board Meeting Summary

Dear Tim:

The WCCTAC Board, at its meeting on September 23, 2022, took the following actions that may be of interest to CCTA:

1. Adopted Resolution 22-18 to continue teleconferenced meetings under AB361.
2. Adopted Resolution 22-19; a performance evaluation increase of (5%) for WCCTAC's Executive Director, John Nemeth.
3. Adopted Resolution 22-20, adding Juneteenth and a floating holiday to WCCTAC's holiday schedule, and removing Columbus Day and New Years' Eve.
4. Adopted Resolution 22-21, authorizing \$500,000 as a local match for Phase 2 of the I-80 / San Pablo Dam Road Interchange project.
5. Adopted Resolution 22-22, allocating \$28,000 in Measure J 28b funds, to continue the Travel Training program through June 30, 2023.

If you have any questions, feel free to contact me.

Sincerely,

John Nemeth
Executive Director

cc: Tarien Grover, CCTA

ACRONYM LIST. Below are acronyms frequently utilized in WCCTAC communications.

ABAG: Association of Bay Area Governments
ACTC: Alameda County Transportation Commission
ADA: Americans with Disabilities Act
APC: Administration and Projects Committee (CCTA)
ATP: Active Transportation Program
AV: Autonomous Vehicle
BAAQMD: Bay Area Air Quality Management District
BATA: Bay Area Toll Authority
BCDC: Bay Conservation and Development Commission
Caltrans: California Department of Transportation
CBTP: Community Based Transportation Plan
CCTA: Contra Costa Transportation Authority
CEQA: California Environmental Quality Act
CIL: Center for Independent Living
CMAAs: Congestion Management Agencies
CMAQ: Congestion Management and Air Quality
CMIA: Corridor Mobility Improvement Account (Prop 1B bond fund)
CMP: Congestion Management Program
CSMP: Corridor System Management Plan
CTC: California Transportation Commission
CTP: Contra Costa Countywide Comprehensive Transportation Plan
CTPL: Comprehensive Transportation Project List
DEIR: Draft Environmental Impact Report
EBRPD: East Bay Regional Park District
EIR: Environmental Impact Report
EIS: Environmental Impact Statement
EVP: Emergency Vehicle Preemption (traffic signals)
FHWA: Federal Highway Administration
FTA: Federal Transit Administration
FY: Fiscal Year
HOV: High Occupancy Vehicle Lane
ICM: Integrated Corridor Mobility
ITC or RITC: Hercules Intermodal Transit Center
ITS: Intelligent Transportations System
LOS: Level of Service (traffic)
MOU: Memorandum of Understanding
MPO: Metropolitan Planning Organization
MTC: Metropolitan Transportation Commission
MTSO: Multi-Modal Transportation Service Objective

NEPA: National Environmental Policy Act
O&M: Operations and Maintenance
OBAG: One Bay Area Grant
PAC: Policy Advisory Committee
PASS: Program for Arterial System Synchronization
PBTF: Pedestrian, Bicycle and Trail Facilities
PC: Planning Committee (CCTA)
PCC: Paratransit Coordinating Committee (CCTA)
PDA: Priority Development Areas
PSR: Project Study Report (Caltrans)
RHNA: Regional Housing Needs Allocation (ABAG)
RPTC: Richmond Parkway Transit Center
RTIP: Regional Transportation Improvement Program
RTP: Regional Transportation Plan
RTPC: Regional Transportation Planning Committee
SCS: Sustainable Communities Strategy
SHPO: State Historic and Preservation Office
SOV: Single Occupant Vehicle
STA: State Transit Assistance
STIP: State Transportation Improvement Program
STMP: Subregional Transportation Mitigation Plan
SWAT: Regional Transportation Planning Committee for Southwest County
TAC: Technical Advisory Committee
TCC: Technical Coordinating Committee (CCTA)
TDA: Transit Development Act funds
TDM: Transportation Demand Management
TFCA: Transportation Fund for Clean Air
TEP: Transportation Expenditure Plan
TLC: Transportation for Livable Communities
TOD: Transit Oriented Development
TRANSPAC: Regional Transportation Planning Committee for Central County
TRANSPLAN: Regional Transportation Planning Committee for East County
TSP: Transit Signal Priority (traffic signals and buses)
VMT: Vehicle Miles Traveled
WCCTAC: West County Costa Transportation Advisory Committee
WETA: Water Emergency Transportation Authority