



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

November 2, 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 recommend the top-ranked proposer for approval or will invite short-listed proposers for an interview to select a recommended proposer for approval.

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". The signature is fluid and cursive, with the first name "John" and last name "Nemeth" clearly distinguishable.

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 approach to community development engages residents at the grassroots level and aims to ensure 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 and 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.

Available Funds

Community Based Organizations

The Caltrans grant places a strong emphasis on public outreach and community participation. WCCTAC's grant proposal involved a wide mix of community partners and stakeholders. WCCTAC envisioned a consultant team having a working relationship with Richmond's Community Housing Development Corporation (CHDC), with CHDC serving as a paid sub-consultant assisting with community outreach. Additional grant funds were envisioned to potentially reimburse Bike East Bay and/or Rich City Rides for work related to organizing a community bike ride to identify issues and to garner additional community input. Due to the wide interest in developing this plan, WCCTAC understands that other Community-Based Organizations (CBOs) could also have a paid role. When working with community groups, a lead consultant and the CBOs would need to follow Caltrans requirements such as paying hourly and directly linking payments to tasks. WCCTAC estimates that a total of approximately \$70,000 could go towards engaging CBOs in the development of this plan.

Traditional Consultant Services

Based on the grant funding available, WCCTAC anticipates that the budget for traditional consultant services would not exceed \$500,000 (plus the \$70,000 for CBO services noted above). Due to the unknown nature of the work and the potential for unforeseen extra services, WCCTAC has reserved an additional \$25,000 of the total available funds for contingency and extra services.

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 California Public Records 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.

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 and the Parkway itself. Congestion may worsen with planned residential and industrial development on the corridor. Congestion affects the neighborhoods bordering the Parkway through noise, air pollution and 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 and bicycle facilities. Contra Costa County and 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), and challenging crossings for pedestrians and drivers (wide roadway, 4-12 vehicle travel lanes) contributes to an excessive quantity of fatalities and collisions (TIMS: 184 reported collision, 11 fatalities; 1/1/2015-12/31/19) along the Parkway. The plan will review collisions and identify opportunities for reducing the number and 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 and 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, and 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 and 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, and 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 and roadways, a rail yard and 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 22-001.” 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.	Thursday, November 2, 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, **without 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.
- **Cost Proposal** (**sealed separately** from the technical proposal and labeled “Cost Proposal Attachment,” as identified in **Section II.2.E.5**): One (1) hardcopy of the complete cost proposal, along with electronic files of the complete proposal in XLS/XLSX **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, the USB flash drive, and a separate sealed cost proposal envelope, 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, 	

TABLE 2: PAGE LIMIT REQUIREMENTS	
<p>or elements of this project, on which the firm worked.</p> <ul style="list-style-type: none"> • 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)	✓
Required Forms and Certifications (Section II.2.H)	—
List of Potential Conflicts of Interest (Section I.1.J)	—
Resumes	<p>—</p> <p>Note: Resume shall not exceed 2 pages each.</p>

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, firm (prime proposer and all subconsultants) and personnel with job titles 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, for each firm and their personnel with job titles.

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 in one separately sealed envelope clearly labeled “Cost Proposal Attachment”:
 - 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 and administration costs are capped at 5%. Detail the types of non-labor expenses for which you would expect to be reimbursed and these 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 that the WCCTAC Board award to the highest ranked proposer 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, proposers 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. WCCTAC reserves the sole discretion to award to the selected proposer. If negotiations with the top-ranked proposer 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 CalEnviroScreen 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 WWCTAC 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

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. MTC's Richmond-San Rafael Forward (Open Road Tolling and I-580 Westbound HOV Lane) <https://mtc.ca.gov/operations/programs-projects/forward-commute-initiatives/richmond-san-rafael-forward>
2. MTC's Bay Bridge Forward (I-80 Design Alternative Assessment) <https://mtc.ca.gov/operations/programs-projects/forward-commute-initiatives/bay-bridge-forward>
3. Richmond Community Housing Development Corporation (CHDC) Contact: Darrell Davis, 510-221-2573, ddavis@communityhdc.org <https://communityhdc.org/about-chdc/>
4. WCCTAC's Express Bus Implementation Plan (2020) https://www.wcctac.org/app_pages/view/672
5. WCCTAC's West County High-Capacity Transit Study, May 2017 https://www.wcctac.org/app_pages/view/473
6. WCCTAC/CCTA's Draft West County Action Plan for Routes of Regional Significance, October 2022 <https://ccta.net/planning/countywide-transportation-plan/>
7. CCTA's Express Bus Study Update, 2017 <https://ccta.net/wp-content/uploads/2018/10/54c19a419d047.pdf>
8. MTC/CCTA Richmond Area Community Based Transportation Plan https://ccta.net/active_studies/community-based-transportation-plan/
9. Contra Costa County's General Plan Update: Envision Contra Costa 2040 <https://envisioncontracosta2040.org/>
10. City of Richmond's Bicycle Master Plan (2011) <https://www.ci.richmond.ca.us/2739/Bicycle-Master-Plan>
11. City of Richmond's Pedestrian Master Plan (2011) <https://www.ci.richmond.ca.us/2738/Pedestrian-Plan>
12. City of Richmond Hilltop Horizon Specific Plan – on-going <https://hilltophorizon.com/#components>
13. BAAQMD's Richmond Area Community Emission Reduction Plan (CERP)- on-going <https://www.baaqmd.gov/community-health/community-health-protection-program/richmond-area-community-health-protection-program>
14. Trails for Richmond Action Committee (TRAC) <https://www.pointrichmond.com/bay-trail/>
15. West County Wastewater District, on-going planning studies Joe Neugebauer, Environmental Services Manager, (510) 837-6230, jneugebauer@wcwd.org <https://www.sfbayrestore.org/projects/north-richmond-shoreline-living-levee-project>
16. Additional documents are posted on the WCCTAC website: www.WCCTAC.org

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 cost. 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	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	\$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.
C	Workers’ Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	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
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim

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

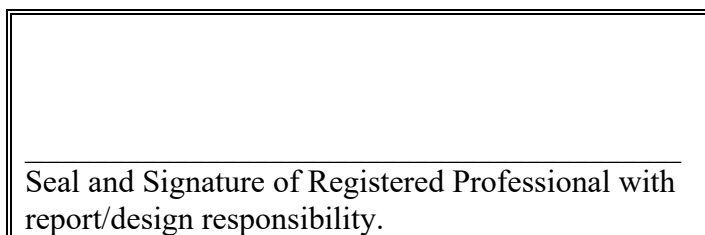
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

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.



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.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Payment Schedule
<u>Exhibit C</u>	Public Works Requirements [DELETE IF NOT APPLICABLE]
<u>Exhibit [C or D]</u>	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

.

EXHIBIT B

COMPENSATION SCHEDULE

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

Full document with attachments available on WCCTAC's website: www.wcctac.org

West Contra Costa Transportation Advisory Committee (WCCTAC)
Agreement Number 74A1366
Page 1 of 16

Sustainable Communities Grants (State-SB 1) Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and **WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE (WCCTAC)**, hereinafter referred to as **AGENCY**, will commence on **November 01, 2022**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed by **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2025**.

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Cost and Schedule
- III. Grant Application Guide

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

Section I

AGENCY Responsibility:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Responsibility:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

Parties' Mutual Responsibilities:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS'** budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III** which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, **Resolution (Attachment I)**, **Scope of Work and Cost and Schedule (Attachment II)**, and the applicable **Grant Application Guide (Attachment III)**, and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in **Richmond Parkway Environmental Justice and Regional Mobility Plan**, hereinafter "Project", subject to the terms and conditions of this RGA and the **Approved Project Grant Application (Scope of Work and Cost and Schedule)**, which are attached hereto as **Attachment II**.
5. The **Resolution** authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable **Grant Application Guide (Attachment III)**.

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive State and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable State and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds					

\$562,650.00	\$72,897.00	\$0	\$72,897.00	11.47%	\$635,547.00
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No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

9. Notification of Parties

- a. AGENCY's Project Manager for Project is Leah Greenblat, lgreenblat@wcctac.org , (510) 210-5935.
- b. AGENCY's Financial Manager for the Project is N/A.
- c. CALTRANS' Contract Manager is Jacob Buffenbarger, Jacob.Buffenbarger@dot.ca.gov, (510) 853-4919. "Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

West Contra Costa Transportation Advisory Committee (WCCTAC)

Attention: Leah Greenblat, Transportation Planning Manager

Phone Number: (510) 210-5935

Email: lgreenblat@wcctac.org

6333 Potrero Ave., Suite 100
 El Cerrito, CA 94530

California Department of Transportation

D4/ DOTP Planning

Attention: Jacob Buffenbarger, Contract Manager

Phone Number: (510) 853-4919

Email: Jacob.Buffenbarger@dot.ca.gov

111 Grand Avenue,
 Oakland, CA 94612

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **November 01, 2022**, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by the CALTRANS Contract Manager, and will expire on **February 28, 2025**.
- b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by CALTRANS Contract Manager.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified during the period of performance by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by AGENCY to CALTRANS no less than 90 days prior to the expiration of this RGA.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$562,650.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate, and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

- a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with **PROJECT** work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for **PROJECT** costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and,

including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 18d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
Also see website for summary of travel reimbursement rules.
- e. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Cost and Schedule in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for the grant amount is not allowed.
- f. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.
- g. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
- h. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- i. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to

make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.
- b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7**, it is grounds for contract termination as identified in **Section III, Paragraph 13**.

17. Quarterly Progress Reporting

AGENCY shall submit written progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be

agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

21. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless, **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, contractors, subrecipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a

requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the

CALTRANS Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.
- c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:
 - 1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
 - 2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
 - 3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.
 - 4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

15. Third-Party Contracts

- a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this Paragraph 25, Third Party Contracts:

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code)
- 2) State Contracting Manual (SCM), Chapter 5
- 3) Local Assistance Procedures Manual (LAPM)Chapter 10

- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(f)(4), above.**
- e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15d, above.**

26. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free Policy Statement; and
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

28. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards

include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

30. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

31. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

32. Project Close Out/Final Product

- a. **AGENCY** will provide an electronic version, preferable ADA accessible, of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

33. Ownership of Proprietary Property

- a. Definitions
 - 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
 - 2) **Work Product**: All deliverables created or produced from **Work** under this RGA, including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
 - 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor, and/or subrecipient, and/or the **AGENCY's**

contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. Ownership of Work Product and Rights

- 1) Copyright Ownership of Work Product: Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the **Work Product** was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a **Work Product** created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) Vesting of Copyright Ownership: **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each **Work Product** automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. Inventions

- 1) Vesting of Patent Ownership: **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon,

through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.

- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

I. Additional Provisions

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "Pre-existing Works") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Subrecipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. Ownership of Data

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

34. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

35. Executive Order N-6-22 – Russia Sanctions




On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Section IV

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**WEST CONTRA
COSTA TRANSPORTATION ADVISORY
COMMITTEE (WCCTAC)**

By:  <small>Kathleen Stone-takai (Oct 18, 2022 12:33 PST)</small>	By: 
Printed Name: Kathleen Stone-takai	Printed Name: Kristopher Kokotaylo
Title: Contract Officer	Title: Legal Counsel
Date: 10/18/2022	Date: 09/23/2022
	By: 
	Printed Name: John Nemeth
	Title: Executive Director
	Date: 09/23/2022
	By:
	Printed Name:
	Title:
	Date:

El Cerrito



Hercules

D. Exceptions to the WCCTAC Sample Professional Services Contract Form

Pinole

☐ Not applicable. The prime proposer has no requested changes.

Richmond

Contract Reference (Section / Paragraph / etc.)	Relevant Provisions	Requested Action
	1.	
	2.	
San Pablo	3.	
	4.	
	5.	
Contra Costa County	6.	
	7.	
	8.	
AC Transit	9.	
	10.	

BART

WestCAT

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

2945918.1