

WEST CONTRA COSTA TRANSPORTATION COMMISSION (WCCTC)*A Public Joint Powers Agency***RESPONSE TO WRITTEN QUESTIONS****Website Redesign and ADA / WCAG 2.1 AA Accessibility Compliance RFP**

Posted: September 11, 2026

Pursuant to Section 11 of the RFP, this document provides WCCTC's responses to all written questions received regarding the Website Redesign and ADA / WCAG 2.1 AA Accessibility Compliance RFP (issued August 24, 2026, as corrected). Questions have been consolidated by topic and are answered without attribution to any individual firm, consistent with WCCTC's commitment to ensuring all interested Proposers have equal access to the same information.

Two documents are attached to this response: Appendix A (a summary of findings from a 2025 automated accessibility scan of the website) and Appendix B (WCCTC's Standard Consulting Services Agreement). All proposal deadlines and other procurement dates remain unchanged. See Section 7.1 of the RFP.

A. Procurement Process and Schedule

Q1: Does the cover letter or itemized cost proposal count toward the 5–8 page limit in Section 8?

A: No. The cover letter and itemized cost proposal are excluded from the page limit, the same as resumes and sample work. The page limit applies only to the narrative sections: Firm Qualifications, Technical Approach, and Project Schedule.

Q2: Section 7.2 targets a 3–6 month project schedule following the October 30, 2026 Notice to Proceed. The outer end of that range (approximately 182 days) falls after the April 26, 2027 accessibility compliance deadline referenced in Section 2 (178 days from Notice to Proceed). How should proposers reconcile this?

A: Proposers should structure their proposed schedule to demonstrably meet the April 26, 2027 compliance date. A proposed timeline approaching the outer end of the 3–6 month range should explicitly explain how it still achieves compliance by that date. This is consistent with Section 2's existing statement that WCCTC does not intend to use a later deadline as a basis for delay.

Q3: Will the pruned content list (Section 4.0) be available at Notice to Proceed, or should proposers build in a discovery wait?

A: The content audit is complete. WCCTC's pruned content list, final site navigation structure, and document remediation list are finalized (see Section B below) and will be ready to provide to the selected Consultant at Notice to Proceed. Proposers do not need to build in a discovery wait for this.

Q4: How many design review rounds does WCCTC anticipate, and does design/content sign-off rest with staff only, or also with the Board or Technical Advisory Committee (TAC)?

A: Sign-off rests with WCCTC staff only. No Board or TAC review or approval is required as part of the design or content review cycle.

Q5: If the final pruned content list materially exceeds the quantities assumed in a proposal, will WCCTC permit the Consultant to adjust scope, schedule, and pricing through a written change order?

A: Yes, a written change-order mechanism is available if needed. However, WCCTC's content audit (see Section B) has already been completed specifically so that the scope provided to the Consultant fits within the \$22,000 budget. This mechanism is intended as a safety valve, not something expected to be regularly invoked.

Q6: Must proposers identify any requested exceptions to the Standard Consulting Services Agreement's terms (including insurance) in their proposal?

A: Yes. Any requested exception or deviation from the Agreement's standard terms should be identified within the proposal itself, not raised for the first time after selection.

B. Content, Migration, and Documents

Q7: Can WCCTC provide an estimated page/document count for the final migration set, and how many PDFs require remediation within base scope?

A: WCCTC's content audit is complete. Approximately 42–52 documents require remediation within the base \$22,000 scope: 7 substantial standalone documents (including the West County Map, Joint Powers Agreement, Board Policies and Procedures, Annual Salary Schedule, Annual Board Meeting Calendar, a current Action Plan, and the Richmond Parkway Transportation Plan) plus approximately 35–45 individual meeting agendas (2025–2026, agenda documents only, not full packets). WCCTC's full site navigation has also been finalized: seven top-level sections (About Us, Meetings, Plans and Studies, Programs, STMP, Funding, and Opportunities), each with defined sub-pages. A complete, finalized content list will be provided to the selected Consultant at Notice to Proceed.

Q8: Of the linked PDFs and other documents, will WCCTC identify which are priority/high-traffic for remediation, or should proposers propose that list themselves?

A: WCCTC identifies priority documents through its own content audit process. This is not a determination proposers need to make. The Consultant will receive a finalized, defined list at Notice to Proceed.

Q9: Older meeting materials and other archival documents not selected for remediation — should these still be migrated, and how?

A: Yes. Documents not selected for remediation (including meeting packets from approximately 2014–2024, and several older standalone studies) will still be migrated, using a flat, dated archive of links rather than fully remediated, individually structured, or fully searchable records. This applies only to material outside the defined remediation scope. All retained content is migrated in some form.

Q10: Should the new website preserve structured, searchable Board/TAC meeting archives, or is a simpler approach acceptable?

A: Yes, with a tiered approach based on WCCTC's completed content audit. Meeting records from 2025 and 2026 will be structured, searchable records (date, time, location, status, and attached documents), with agendas remediated to WCAG 2.1 AA. Full packets in this window are not remediated. Meeting records from 2014–2024 will be migrated as a flat, dated archive of links, not individually structured or fully searchable. From the actual website launch date forward, all future meeting content — agendas and

full packets — will be produced accessible from creation via the new posting workflow described in Section 4.3, so no further backlog is created going forward.

Q11: Is the document-posting workflow required in Section 4.3 limited to PDFs, or should it cover other formats?

A: PDF is the primary format and the main focus of the accessible document-posting workflow, consistent with current practice. Support for uploading other file formats (e.g., Word, PowerPoint) is not a priority. For select simple or tabular content (for example, a salary schedule), WCCTC may prefer publishing directly as an accessible HTML page built into the site rather than as a PDF upload, where feasible. Proposers may address this as part of their technical approach.

Q12: Does WCCTC have existing branding assets (logo files, brand guidelines, color palette) available, or should visual identity be developed as part of the redesign?

A: WCCTC has existing brand assets available and will provide them to the selected Consultant. Light customization/adaptation of the existing brand to new templates is expected, consistent with Section 4.2. A full brand refresh from scratch is not required.

Q13: Beyond the contact/mail forms and social media links identified in Section 3, are there other third-party systems (calendars, databases, mapping tools, email/subscription platforms) that must integrate with the new website?

A: No additional third-party integrations are known beyond what is already described in Section 3.

Q14: What is driving this project, beyond the accessibility, site age, and proprietary CMS considerations already described in the RFP?

A: The drivers are as stated in Sections 1 and 2 of the RFP: ADA/WCAG 2.1 AA accessibility compliance, approximately ten years since the site's last substantial update, targeted navigation/organization improvements, and a general platform and design refresh. There are no additional undisclosed considerations.

Q15: How many forms exist on the current site, and are they built natively or through a third-party service?

A: This will be identified during the discovery phase described in Sections 4.0 and 4.1, in coordination with WCCTC staff, rather than provided in advance.

Q16: Does WCCTC require 301 redirects for all legacy page and document URLs, or only for a subset?

A: Redirects are required for all retained content identified through WCCTC's content audit, whether migrated as a structured record or as part of the flat archive described above — for example, a link to the current homepage should redirect to the new homepage. Content that has been retired and no longer exists does not require a redirect and may return a standard "page not found" result. Proposers should not assume a redirect to the homepage is expected for retired content.

C. Accessibility Scope and Testing

Q17: Is the accessibility target full WCAG 2.1 AA conformance across all content, including PDFs and third-party embeds, or the core site templates?

A: Core site templates target full WCAG 2.1 AA conformance (Section 4.2), and this applies to any third-party embeds if any are added as part of the redesign. WCCTC is not aware of any third-party embeds on the current site. For PDFs, the target applies to content retained through WCCTC's content audit and prioritized as described in Section B above. Older archival material is addressed through the documented exception process (Section 4.3).

Q18: What testing methodology and acceptance criteria will WCCTC use to determine WCAG 2.1 AA conformance, and is independent third-party validation required?

A: WCCTC's acceptance approach has four elements. First, content is pruned via WCCTC's content audit to the set that is actually migrated. Second, content outside the retained-and-remediated scope is addressed through the documented exception process rather than held to a conformance standard. Third, acceptance testing applies only to content, templates, and documents within the defined, remediated scope. Fourth, the Consultant is responsible for conducting and reporting this testing (Sections 4.1 and 4.4). WCCTC does not intend to engage a separate independent accessibility auditor. WCCTC's acceptance of the Consultant's conformance report constitutes acceptance for the defined scope.

Q19: Can the 2025 automated accessibility scan referenced in Section 4.1 be shared with proposers?

A: Yes. Section 4.1 references an Appendix containing these findings. This Appendix was inadvertently not attached when the RFP was originally posted. It is attached to this response as Appendix A. WCCTC apologizes for the omission.

Q20: Should the new site's search function index PDF and other document content, or is webpage-content-only search sufficient?

A: A working search function covering webpage content is expected as part of the redesign. Beyond that, whether search should also index and return PDF document content specifically is desired, but is not a mandatory requirement, for the limited, in-scope/remediated document set described in Section B. It is not necessary for older, unremediated archival material. Proposers may propose their approach and associated cost for PDF-content indexing specifically. It is not a pass/fail requirement.

D. Platform, Hosting, and Technical

Q21: Is this project a redesign on the current platform/CMS, or is WCCTC open to a platform change? Is WordPress a requirement?

A: WCCTC has not predetermined the technical approach. Either a full rebuild on a new platform or a lean modernization of the existing platform is acceptable, consistent with Section 4. A modern, widely-adopted CMS with an established multi-vendor ecosystem (e.g., WordPress) is preferred, but this is a preference, not a requirement, and proposals are not excluded for proposing a different approach, provided the platform-independence discussion in Section 4 is addressed.

Q22: Should first-year hosting costs, or any theme/template/software licensing, be included within the \$22,000, or contracted separately?

A: Ongoing hosting and licensing costs are not included within the \$22,000 and are borne separately by WCCTC as a recurring operating cost, whether provided by the awarded Consultant or a third-party host. WCCTC is not requiring either approach specifically. The Consultant's work to set up and configure

hosting is part of the base scope. The recurring cost itself is not. WCCTC is not requiring specific numbers upfront, such as a guaranteed uptime percentage or a required backup schedule. Proposers should instead recommend a hosting approach that fits a small public agency and explain why it's a good fit.

Q23: Does WCCTC use a specific agenda/meeting management service (e.g., Granicus, Legistar, PrimeGov), or are agendas published as standard files?

A: No specific agenda management service is currently in use. Agendas and packets are produced and published as standard Word/PDF files.

Q24: Does WCCTC require multi-factor authentication (MFA), single sign-on (SSO), or other specific login security measures for CMS access?

A: No specific MFA or SSO requirement applies. WCCTC prioritizes a straightforward, low-friction login experience for staff over additional security steps.

Q25: Does WCCTC need distinct admin/editor/publisher user roles, or is shared access sufficient?

A: No tiered user roles are required. WCCTC's content-management team is small, and consistent, shared editor-level access is sufficient. No draft/approve publishing workflow is required.

E. Proposal Requirements, Team, and References

Q26: Must the two required references (Section 5) be from public agencies or municipalities specifically?

A: No. Government or nonprofit experience is noted in Section 5 as a preference ("ideally"), not a requirement. Comparable private-sector reference engagements are acceptable, provided the underlying work is genuinely comparable in subject matter (website development and accessibility-focused work).

Q27: As a newer business without completed client engagements, may portfolio work, code repositories, or case studies substitute for the 2-reference requirement in Section 5?

A: No. The 2-reference requirement stands as written and applies equally to all proposers. Portfolio or work-sample material does not substitute for verified client references. "Comparable" is read broadly with respect to the type of client, meaning references need not be from a public agency or a closely similar organization, but narrowly with respect to subject matter. Referenced engagements must be genuine website development and accessibility-focused work.

Q28: May a proposer use a qualified subcontractor for a portion of the required accessibility testing or other scope, while remaining responsible for the overall deliverable?

A: Yes. Subcontracting specific portions of the work to named team members or subcontractors is acceptable, provided the prime Consultant remains fully responsible for the overall deliverable and WCAG 2.1 AA conformance, and any subcontractor is named within the proposal.

Q29: Does WCCTC intend to award a single, non-severable contract covering Sections 4.1–4.4, or would a proposal splitting scope across multiple firms be considered responsive?

A: WCCTC intends a single contract with one responsible Consultant covering all of Sections 4.1–4.4. Subcontracting specific work to named team members is acceptable (see above), but the award itself will not be split across multiple firms or evaluated as separate line items.

Q30: Is WCCTC open to proposals from smaller, independent firms or individual consultants, in addition to larger agencies?

A: Yes. Nothing in Section 5 sets a minimum firm size. Smaller and independent firms are welcome and are evaluated on the same criteria as any other proposer.

F. Language Access

Q31: Does the project require multilingual functionality or translated content for limited-English-proficiency (LEP) users?

A: WCCTC's approach for general site content will be a browser-based translation tool (such as Google Translate), rather than fully professionally translated site content. One exception: the fixed procedural portion of future meeting notices (e.g., how to join remotely, how to submit public comment, how to request an ADA accommodation) will be professionally translated once and reused as a template field within the structured meeting-record system described in Section B. This applies prospectively to future meetings only. Variable content, such as individual agenda items, remains covered by the translation tool.

G. Contract, Insurance, and Vendor Eligibility

Q32: Can WCCTC provide a copy of the Standard Consulting Services Agreement, including insurance requirements, before the proposal deadline?

A: Yes. WCCTC's Standard Consulting Services Agreement is attached to this response as Appendix B, including its insurance requirements (Commercial General Liability, Automobile Liability, Workers' Compensation/Employer's Liability, Professional Liability, and Cyber Liability, each with stated minimum limits). Certificates of insurance are required at contract execution/Notice to Proceed, not at the proposal stage. Section 8 asks only for a statement of willingness to accept the Agreement's terms.

Q33: Is WCCTC's Standard Consulting Services Agreement negotiable?

A: WCCTC generally uses its Standard Consulting Services Agreement as-is. Reasonable proposed modifications can be discussed as part of contract negotiation with the top-ranked firm following selection, consistent with Section 9.

Q34: May a firm incorporated or based outside the United States submit a proposal and perform the work remotely?

A: Yes. Proposers of any location are eligible to submit, provided they can satisfy the Standard Consulting Services Agreement's terms, including its insurance requirements (see Appendix B) and standard U.S. tax reporting. No separate registration, local-presence, or nationality-based restriction applies.

Q35: Is MIG (the current website platform vendor) eligible to submit a proposal on this RFP?

A: Yes. Nothing in the RFP excludes the incumbent vendor. MIG is eligible to submit on the same basis as any other firm and will be evaluated using the same Section 9 criteria.

Q36: Is there a defined period after launch during which the Consultant remains responsible for fixing issues and answering staff questions?

A: Yes. A 4-week post-launch stabilization period is included within the base \$22,000 budget. During this period, the Consultant remains responsible for addressing minor issues and staff questions arising from training, at no additional cost, consistent with the Standard Consulting Services Agreement's accessibility-compliance provisions. Ongoing support beyond this period is available only under the optional Section 4.5 add-on.

This response, along with Appendix A and Appendix B, is incorporated into and forms part of the RFP. All other terms, conditions, and requirements of the RFP remain in effect. Proposals remain due September 25, 2026 by 5:00 PM PT.

APPENDIX A

2025 Automated Accessibility Scan — Summary of Findings

Referenced in RFP Section 4.1 (“Review WCCTC’s existing accessibility findings... as a starting baseline”). This appendix summarizes the technical findings from an automated accessibility scan of westcontracostac.gov previously conducted by WCCTC’s current website vendor. It is provided as background only — it is not a comprehensive audit, and Proposers should treat it as a starting point to confirm and extend through the manual/assistive-technology spot-checks described in Section 4.1, not as a substitute for that work.

About This Scan

- The site was tested for WCAG 2.1 AA conformance using an automated accessibility testing tool. Automated testing does not test every page or instance of an issue — it identifies representative, site-wide patterns.
- The issues identified are primarily site-wide template issues and page-level content issues. Most reflect standards that postdate the site’s original launch.
- Missing alternative text (“alt text”) on images was identified as a widespread issue. Identifying which images are missing alt text is a reasonable starting-point task. Writing the actual alt text content is a separate task and should be accounted for in migration effort.

Site Template Issues

- The site’s menu/navigation markup uses non-standard list structure that does not conform to current accessibility standards.
- The site logo/home link is marked up using a heading tag in a way that conflicts with proper single-heading page structure.
- Text/background color contrast in the site’s menus does not meet accessibility contrast standards.
- Social media icons are missing alternative text.
- The page lacks a properly marked “main content” landmark region.
- Footer content lacks a properly marked landmark region.
- Heading order is inconsistent (e.g., multiple top-level headings per page, headings out of sequential order).
- The site’s logo colors may not meet accessibility contrast standards and would benefit from review.

Home Page Issues

- The homepage slideshow/carousel uses non-standard accessibility markup (an incorrect ARIA role, meaning the underlying code mislabels what type of element it is to assistive technology like screen readers).
- The slideshow does not pause on keyboard focus or mouse hover, which can create problems for users who need more time to read content.
- Slideshow navigation controls lack sufficient color contrast and visible focus indicators.

Content Page Issues

- Text/background color contrast problems exist on content pages.
- Content links lack sufficient contrast or another visual indicator (such as underlining) distinguishing them from surrounding text.
- Some images throughout the site are missing alternative text (see note above).
- Heading order is inconsistent on some content pages (e.g., heading levels skipped).
- Some pages are missing a top-level page heading.
- News and events pages would benefit from more modern accessibility markup (regions/roles).

**CONSULTING SERVICES AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION
ADVISORY COMMITTEE
AND
Consultant
FOR
[INSERT SCOPE OF SERVICES HERE]**

This Agreement for consulting services ("Agreement") is made by and between the West Contra Costa Transportation Advisory Committee, doing business as the West Contra Costa Transportation Commission ("WCCTAC" or "Committee") and , a limited liability company / sole proprietor), with offices located at [Consultant Address] ("Consultant"), (together referred to as the "Parties") as of [Effective Date] (the "Effective Date").

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the Agreement as follows:

Section 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Committee 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 [Insert End Date], 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 the Committee'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 and in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel consistent with Section 1.2 to perform services pursuant to this Agreement. In the event that Committee, 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 Committee of such desire of Committee, 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 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION.

Committee hereby agrees to pay Consultant a sum not to exceed [INSERT TOTAL COMPENSATION IN WORDS AND NUMBERS HERE] (\$Insert Dollar Amount Here) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed 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. Committee 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 Committee to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Committee in the manner specified herein. Except as specifically authorized by Committee in writing, Consultant shall not bill Committee for duplicate services performed by more than one person.

Consultant and Committee acknowledge and agree that compensation paid by Committee 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. Committee 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 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.;
- Project name & number if applicable;
- Per Item 1.1, Terms of Service expiration date;
- Purchase Order number to expedite payment;
- 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 Committee'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;
- 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. Committee shall make monthly payments, based on invoices received, for services satisfactorily performed. Committee 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. Committee 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 Committee of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. Committee shall pay for the services to be rendered by Consultant pursuant to this Agreement. Committee shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. Committee 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 Rate/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 cost proposal 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. No reimbursement for expenses is permitted under this Agreement.

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 the Committee or Consultant terminates this Agreement pursuant to Section 8, the Committee shall compensate the Consultant for all outstanding costs 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. The 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. Committee shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Committee shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with Committee employees and reviewing records and the information in possession of the Committee. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of Committee. In no event shall Committee 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 Committee 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 for the Committee. 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 to the Committee that such insurance is in effect. 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 Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	General \$2,000,000 per occurrence; Bodily Injury and Property Damage \$4,000,000 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	\$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

	transportation or hauling related activities	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 the Committee 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	\$2,000,000 per occurrence & \$4,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim.
E	Cyber Liability	Consultant shall maintain cyber liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall include but not be limited to claims involving security breach, system failure, social engineering, infringement of intellectual property, and alteration of electronic information..

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 officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the Committee, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Committee, its officers, officials, employees, or volunteers shall be excess of the 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 the Committee.

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 Committee, evidencing that all required insurance coverage is in effect. The Committee reserves the rights to require the 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 the Committee 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 the Committee. Acceptance of Consultant's insurance by Committee 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 the Consultant.

b. Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of Committee 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 the Committee, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Committee, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Committee 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 Committee may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Committee may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Committee 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 Committee, and hold harmless Committee 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 Committee.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the 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 the Committee, unless

this time has been extended by the Committee. 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 the Committee, may be retained by the Committee 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 Committee, Consultant shall indemnify, defend, and hold harmless Committee 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 Committee.

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 Committee. Committee 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 Committee shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Committee, 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 Committee, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Committee and entitlement to any contribution to be paid by Committee for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as Committee may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Committee in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Committee 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 including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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 Committee is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to Committee 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 Committee 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.

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. Committee 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 Committee 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; Committee, however, may condition payment of such compensation upon Consultant delivering to Committee 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 the Committee in connection with this Agreement.

8.2 Extension. Committee 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. Consultant understands and agrees that, if Committee grants such an extension, Committee shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement.

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

8.4 Assignment and Subcontracting. Committee 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 Committee 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 Committee 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, Committee'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 Committee would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.6.5 No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy permitted by law. Neither the failure nor any delay on the part of the Committee to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Committee of any such right or remedy preclude any other or further exercise of any such right or remedy.

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 the Committee. Consultant hereby agrees to deliver those documents to the Committee 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 the Committee and are not necessarily suitable for any future or other use. Committee and Consultant agree that, until final approval by Committee, 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 the Committee 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 the Committee. 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 Committee or as part of any audit of the Committee, for a period of 3 years after final payment under the Agreement.

9.4 Proprietary Information. Committee and Consultant acknowledge and agree that Committee may receive confidential information from Consultant that is proprietary to Consultant and may contain trade secrets, work processes, or other business information (collectively, "Proprietary Information"). Consultant shall clearly identify such Proprietary Information when provided to Committee and shall mark Proprietary Information when provided to Committee in writing. Committee shall not keep or store Consultant's written Proprietary Information as part of its regular retention of records and shall dispose of Consultant's Proprietary Information after review and upon reasonable request by Consultant, unless otherwise prohibited by state or federal law or rules of court.

Notwithstanding any other provision of this Agreement, neither party is required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Parties agree that any information disclosed by a party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other party that have a need to know in order to administer and enforce this Agreement. For purposes of this subsection, the terms "proprietary or confidential" include but are not limited to, information relating to a party's corporate structure and affiliates, marketing plans, financial information, trade secrets, work processes, or other information that is reasonably determined by a party to be competitively sensitive. A party may make proprietary or confidential information available for inspection but not copying or removal by the other party's representatives. This subsection, shall not prohibit the disclosure of any documents otherwise required to be disclosed pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq.

Section 10 DIGITAL ACCESSIBILITY COMPLIANCE.

Consultant shall ensure that any digital content produced, developed, posted, or maintained under this Agreement—including but not limited to websites, web pages, digital documents

(PDFs, Word, presentations), social media content, multimedia, and other electronic communications—that is viewable by or made available to the public is fully compliant with all applicable accessibility requirements.

At a minimum, such content shall conform to the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, or the most current version adopted by federal or State of California law, including requirements applicable to public sector entities.

Vendor shall be responsible for:

- Designing and delivering accessible digital content from the outset;
- Remediating, at no additional cost to the Committee, any accessibility deficiencies identified during the term of this Agreement;
- Cooperating with the Committee in responding to accessibility complaints or audits related to Vendor-produced content.
- Failure to comply with this provision shall constitute a material breach of this Agreement.

Section 11 MISCELLANEOUS PROVISIONS.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed paper materials on paper containing a minimum of 30% post-consumer recycled content when they are available in the marketplace at equal or less cost than virgin paper and are equal in performance to virgin paper.

11.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of Committee or whose business, regardless of location,

11.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between Committee and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A

Scope of Services

Exhibit B

Cost Proposal

11.13 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.

11.14 Conflicts or Inconsistency. In interpreting this Agreement and resolving conflicts, errors, or discrepancies, the order of precedence shall be as follows:

1. This Agreement
2. The ordinances, resolutions, and policies of the Committee
3. The Consultant's proposal

SIGNATURES ON THE FOLLOWING PAGE

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

WCCTAC

Consultant

JOHN NEMETH
EXECUTIVE DIRECTOR

Name: [Insert Name Here]
Title: [Insert Title Here]

ATTEST:

Name
Title

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
LEGAL COUNSEL

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

COMPENSATION SCHEDULE