

El Cerrito

Hercules

**Response to Questions on RFP for STMP Update to Nexus Study and Strategic Plan
November 15, 2016**

Pinole

1. *Is there an existing Strategic Plan, and if so could that document be made available on the website? The Master Cooperative Agreement from 2006 makes reference to an upcoming Strategic Plan. Or, if there is no current Strategic Plan, is there a strategic plan from another jurisdiction that you think is a good example?*

Richmond

WCCTAC does not have an existing Strategic Expenditure Plan for its STMP. The Tri-Valley Transportation Council is in the process of developing an update to its Strategic Expenditure Plan. Information about TVTC's efforts were recently discussed at its October 17, 2016 Finance Committee meeting:

<http://www.tvtc-jpa.com/getattachment/632b1863-3c29-4e31-ae91-d51a9bf875d2/TVTC-Financial-Subcommittee-Meeting-on-October-17,.aspx>)

San Pablo

2. *Is there a report available about the amount of STMP revenue that has been generated since the last update in 2006, and what projects those funds have been used for?*

Contra Costa
County

A staff report for the WCCTAC Board's March 25, 2016 meeting contains a recent summary of the STMP program and funds it has generated:

<http://www.wcctac.org/files/managed/Document/334/03-25-2016%20Board%20Agenda%20and%20Packet.pdf>

AC Transit

3. *In the 2006 nexus study, the project list seemed to have been developed primarily through consultation between the WCCTAC TAC members. What role do you expect the TAC to have in identifying the project list this time?*

We anticipate the TAC will assist in identifying potential projects and cultivating the list.

BART

4. *How do you anticipate the STMP projects to be linked (if at all) to the West County Action Plan for Routes of Regional Significance?*

WestCAT

While we do not believe a link is legally required, ideally STMP projects would be consistent with priorities identified in the West County Action Plan.

5. *As a logistical question, the RFP says that the proposal package should have no more than 25 pages, excluding resumes and other supplemental information. Is that 25 single-sided or double-sided pages?*

Twenty-five pages is the page limit. Double-sided printing is encouraged to conserve resources.

6. *Regarding WCCTAC's sample standard agreement, Section 4.3.c Wasting Policies, can this section be modified since we've been told by our insurance brokers that all design professional liability policies are wasting policies and no alternative is commercially available? We would like to purpose the following change to Section 4.3: "Wasting Policies. ~~No~~ Except for the Professional Liability/Errors & Omissions described in Section 4.1.D., no policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense)."*

The above revision could be accommodated if the amount of insurance for the professional liability is doubled for the amounts per occurrence and in the aggregate.

7. *In WCCTAC's sample standard agreement, can the following revisions be made to the indemnification language: Section 5.: "INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably 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 negligent 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."*

WCCTAC can accept proposed revisions to the indemnification language as follows: "INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably 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 negligent or reckless performance of the Services, willful misconduct, 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."

8. Regarding Task 5, how many roadway and intersection analyses are anticipated?

We do not know at this time.

9. Would you advise that we include legal counsel on our team to help draft pertinent documents (e.g. new model ordinance) or will WCCTAC or local jurisdictions' legal counsel be available?

WCCTAC's legal counsel is provided by Meyers-Nave. WCCTAC's counsel will prepare pertinent draft documents, which will need to be reviewed by local jurisdictions' legal counsel. The consultant should adequately plan to coordinate with WCCTAC's legal counsel and to manage the iterative review process among the local jurisdictions.

10. *To what extent is the timeline for completion of "Task 6: Determination of Development Potential" dependent on the timing of the incorporation of the 2017 Projections into the CCTA travel demand model?*

The study will use whatever the latest available projections are available from the CCTA, which currently is 2013 Projections. According to CCTA staff, it is doubtful that 2017 Projections will be incorporated into the CCTA travel demand model in time for this study.

11. *Is there an existing WCCTAC strategic expenditure plan? If so, can you provide a link or the document?*

Please see the response to question #1.