



El Cerrito

MEETING NOTICE AND AGENDA

Hercules

DATE & TIME: Friday, March 27, 2015, 8:00 a.m. – 10:00 a.m.

LOCATION: City of El Cerrito, Council Chambers
10890 San Pablo Avenue (at Manila Ave)
El Cerrito, California (Accessible by AC Transit #72, #72M and #72R)

Pinole

1. Call to Order and Self-Introductions – Chair Sherry McCoy

Richmond

2. Public Comment. The public is welcome to address the Board on any item that is not listed on the agenda. *Please fill out a speaker card and hand it to staff.*

San Pablo

CONSENT CALENDAR

3. Minutes of January 23, 2015 Board Meeting. (Attachment; Recommended Action: APPROVE)

Contra Costa
County

4. Monthly Update on WCCTAC Activities. (Attachment; Recommended Action: RECEIVE)

5. Financial Reports for January and February 2015. The reports show the Agency’s revenues and expenses for January and February 2015. (Attachment; Recommended Action: RECEIVE)

AC Transit

6. Payment of Invoices over \$10,000. In accordance with the WCCTAC Joint Exercise of Powers Agreement, Section 12, paragraph (C), notice is hereby provided that the Executive Director authorized a payment to EMC Research for \$36,000 out of Measure J 28b funds, for public opinion research. (Attachment; Information)

BART

7. Safe Routes to School (SR2S) Technical Assistance Funds for WCCTAC Member Agencies. CCTA recently issued a memo stating that there is a small amount of funding available for Safe Routes to School technical assistance. Based on a formula of students and population, the amount available to West County is \$22,800. The WCCTAC-TAC supports allocating these funds to El Cerrito, San Pablo and the County in an effort to expand Safe Routes to School efforts at five different school sites. (Attachment; Recommended Action: APPROVE)

WestCAT

8. Appointment of Technical Coordinating Committee (TCC) Members.

CCTA requested that WCCTAC appoint members to the Technical Coordinating Committee (TCC) for the 2015-2017 term, by March 31, 2015. At its March 12, 2015 meeting, the WCCTAC-TAC selected the following representatives: Yvette Ortiz (El Cerrito), Barbara Hawkins (San Pablo), and Chad Smalley (Richmond), with Lori Reese-Brown (Richmond) serving as the alternate. (*Attachment; Recommended Action: APPROVE*)

REGULAR AGENDA ITEMS

9. Multi-Party Funding Agreement for High Capacity Transit Investment Study

Four transportation agencies, including WCCTAC, BART, CCTA and MTC, each pledged funds for a High Capacity Transit Investment Study in West Contra Costa County. This multi-party agreement formalizes those commitments and establishes agency responsibilities. Following approval by WCCTAC, the agreement will be considered by the three other parties. (*Leah Greenblat - WCCTAC Staff; Attachment; Recommended Action: APPROVE Resolution 15-01*)

10. Consultant Agreement with Parsons Brinckerhoff for High Capacity Transit Investment Study.

After releasing a Request for Proposals for a High Capacity Transit Investment Study in West County, as directed by the Board, WCCTAC received proposals from five separate teams. A selection panel, comprised of WCCTAC, transit operator member agencies, and CCTA staff, reviewed those proposals and invited three teams to interview. After the interview process, WCCTAC staff proceeded to negotiate a contract with the team ranked highest by the panel. The contract is attached. (*Leah Greenblat - WCCTAC Staff; Attachment; Recommended Action: APPROVE Resolution 15-02*)

11. Follow-up on the Five Year Review of the Measure J Student Bus Pass Program (SBPP).

At the January 23, 2015 Board meeting, staff provided a five-year review on the Student Bus Pass Program. The Board considered opportunities to expand the program and had a number of detailed questions for staff. At this meeting, staff will provide responses to Board queries and the Board will provide additional direction as needed (*Joanna Pallock - WCCTAC Staff, Marin Trujillo – WCCUSD staff; Attachment; Recommended Action: PROVIDE DIRECTION*)

12. TDM Program - Focused Bike Parking Installation on San Pablo Avenue.

At the October 24, 2014 Board meeting, staff provided an update on the TDM program, which included information about bike rack installation. The Board expressed an interest in making San Pablo Avenue a priority corridor for expanded bicycle parking. Staff will provide information about the current bicycle parking inventory on San Pablo Ave, opportunity areas for more bike racks, funding availability, and possible next steps. (*John Nemeth – WCCTAC Staff; Attachment; Recommended Action: PROVIDE DIRECTION*)

13. I-580 Access Improvement Project - Update

The I-580 Access Improvement Project will provide a third eastbound vehicular travel lane on the Richmond-San Rafael Bridge (RSR) as well as a bicycle and pedestrian path on the westbound portion of the bridge. In addition, the project includes a new Class 1 bicycle path that will link Marine Street in Richmond with Point Molate and the RSR Bridge. The Bay Area Toll Authority (BATA) has partnered with CCTA, the Marin Transportation Authority (TAM) and Caltrans to complete this project by 2018. A representative of BATA will provide information about the project. (*Chris Lillie – MTC/BATA; Attachment; RECEIVE - Information Only*)

STANDING ITEMS

14. General Information Items.

- a. Letter to CCTA Executive Director with January 23, 2015 Summary of Board Actions
- b. Acronym List

15. Board and Staff Comments.

- a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
- b. Report from CCTA Representatives (*Directors Abelson & Butt*)
- c. Update on CCTA's Transportation Expenditure Plan (TEP) Development Process and Consideration of the Appointment of an Advisory Ad-Hoc Subcommittee on the TEP
- d. Executive Director's Report

16. Other Business.

- 17. Adjourn.** Next meeting is: April 24, 2015 @ 8:00 a.m.
*El Cerrito City Hall Council Chambers, located at
10890 San Pablo Avenue, El Cerrito*

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

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**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes: January 23, 2015**

Members Present: Janet Abelson, Chair (El Cerrito); Tom Butt, Vice-Chair (Richmond); Sherry McCoy (Hercules); Joe Wallace (AC Transit); Zakhary Mallett (BART); Gayle McLaughlin (Richmond); Aleida Chavez (WestCAT); John Gioia (County)

Staff Present: John Nemeth; Joanna Pallock; Danelle Carey; Valerie Jenkins; Leah Greenblat; Ben Reyes-Legal Counsel

- 1. Call to Order and Self-Introductions – Chair Janet Abelson**
- 2. Public Comment. *None***
- 3. Elections: (a) CCTA Representative (odd-year term), (b) CCTA Alternate(s), (c) WCCTAC Chair, (d) WCCTAC Vice-Chair.**

ACTION: *Director Gioia* nominated *Vice-Chair Tom Butt* to serve as the CCTA odd-year Representative. *Director Wallace* seconded. Passed unanimously.

Director Gioia nominated *Director McCoy* to serve as the CCTA Alternate Representative. *Vice-Chair Butt* seconded. Passed unanimously.

Director Butt nominated *Director McCoy* to serve as WCCTAC's Chair for one year. *Director Wallace* seconded. Passed unanimously.

Director Wallace nominated *Chair Abelson* to serve as WCCTAC's Vice-Chair. *Director Chavez* seconded. Passed unanimously.

Consent Calendar

ACTION: *Vice-Chair Butt* moved to adopt the Consent Calendar. Seconded by *Director McCoy*. Passed unanimously.

- 4. Minutes of December 12, 2014 Board Meeting**
- 5. Monthly Update on WCCTAC Activities.**
- 6. Financial Report for December 2014**
- 7. Payment of Invoices over \$10,000**

Regular Agenda Items (*Items 9 and 10 were heard first and Item 8 was heard last on the agenda*).

8. **Richmond Ferry Project Funding**

ACTION:

Director Gioia moved to use Measure J, 22b funds for the Richmond Ferry and identify ways to expedite the project. Seconded by *Vice-Chair Butt*. Passed unanimously.

DISCUSSION:

ED Nemeth gave the background on funding for the Richmond Ferry project and asked *Mr. Kevin Connolly* from WETA to give additional information regarding boat type, land-side improvements, and ferry operations.

Director Gioia asked about the possibility of using alternative fuel vessels.

Mr. Connolly replied that WETA is exploring alternative fuel ferries but that the boats must meet regulatory requirements, which creates some limitations. In terms of performance, there have been pilot programs in Europe and elsewhere with other types of fuels but that they do not come close to the speed requirement to make this program work. He shared that they are very optimistic about "Sail Technology", which provides a power assist to the engine. They would like to explore carbon sails on vessels as part of the Richmond Ferry procurement.

Director Gioia stated that three years was a long time in terms of development of new technology. He stated that there might be an opportunity to explore newer technology that could be innovative from an air quality standpoint.

Mr. Connolly agreed with *Director Gioia* and repeated that WETA is very optimistic about the "sail technology". He noted, however, that the service does not start until 2018, the purchasing of the vessels starts in March of 2015 and it takes two years.

Vice-Chair Butt stated that he was concerned about the project schedule. He noted that 70 years ago there were 750 ships built at the same location, and wondered why it takes so long to build two ferries and a dock. *Director Butt* concluded stating that WETA should find a way to expedite the project.

Mr. Connolly responded by stating that the float construction for the dock takes a year and that currently the vessel procurement process takes two years. He further explained that they are not happy with the time frame either but that it has been their experience that procurement does indeed take two years. The boats are built in the United States to meet regulatory requirements.

Director Kinney asked if there were any used vessels available in the interim to speed up the start of operations.

Mr. Connolly stated that they currently have 11 active boats in the system. He explained that every boat is custom made and swapping boats to serve other locations is not often feasible.

ED Nemeth explained Measure J, Program 22 funding. *Director Gioia* gave additional background on Regional Measure 2 (bridge toll) funding. He recalled a provision in the measure that funds were to go toward a Berkeley ferry, but if it was not built, then the funds would go to Richmond. *ED Nemeth* concurred and stated that the Regional Measure 2 funding will go toward purchasing the vessels. *Director Gioia* asked how much money was available. *Mr. Connolly* stated that it was \$12 million.

Director Gioia sought clarification from *ED Nemeth* as to why the previous estimate of \$45 million in proceeds from Measure J, Program 22b is now higher. *ED Nemeth* stated that in the \$45M estimate was from the 2004 Expenditure Plan. However, the most recent estimates provided by the Authority forecast about \$61 million in revenues over the life of Measure J.

Director Gioia and commented that this is a funding category that the board would need to ensure continued or was enhanced in the future to keep the service going.

Director McCoy agreed that the project needs to start sooner. She said it appeared that the projected ferry costs had gone up so the subsidy required is higher. She asked WETA to comment.

Mr. Connolly referred to the CCTA Ferry Financial Feasibility Study. He explained that WETA did a trial run on vessels and discovered that the ability to go 35 knots per hour required higher-powered vessels. They had previously thought they could meet the competitive, 30-minute travel time goal using a 25 knot per hour vessels. He explained that in the Richmond channel, the boat had to slow down to 10 knots per hour and no wake was allowed. To make up the trip time between cities, faster boats are needed and these boats have somewhat different operating costs.

Director Mallett asked if there is a projected fare box recovery ratio. *Mr. Connolly* stated in the first year it is about 20% and it builds up to about 35% over the 10 years.

Director Mallett asked if it would be feasible during the mid-day ferry service to do a two-stop type of service between Vallejo and Richmond. *Mr. Connolly* replied that it is feasible but there are cost issues and serious time penalties for the Vallejo riders because of the slow speed going in and out of the channel. However, he said it is definitely an option in the future.

9. Progress Report: Five-Year Review of Measure J Student Bus Pass Program (SBPP)

ACTION: The Board directed staff to bring back this agenda item in order to:

1) allow WCCTAC and WCCUSD staff to answer questions raised, and 2) to consider the possibility of initiating a SBPP subcommittee. *Director Gioia* also asked staff to pursue possible Cap and Trade funds to expand the SBPP in the future.

DISCUSSION:

Joanna Pallock from WCCTAC staff and *Marin Trujillo* from WCCUSD gave a PowerPoint presentation on the Student Bus Pass Program (SBPP) efforts over the past five years.

Vice-Chair Butt asked what would be the approximate cost would be to serve all eligible students.

Marin Trujillo stated that an estimated 4,000 students are eligible but do receive passes right now. *Vice-Chair Butt* asked for the annual cost of the passes that are currently being distributed. *Marin* replied that the cost was approximately \$44,000 per month for 11 months.

Vice-Chair Butt recommended that WCCTAC work on offering all students passes, if they are eligible to receive passes. He stated that finding a solution to this problem should be a priority for the WCCTAC Board. *Chair Abelson* commented that the Board is looking into a Measure J sales tax renewal.

Vice-Chair Butt stated that this is not just a WCCTAC issue but it is an issue for the school districts, cities and everybody else. However, since WCCTAC is running the program, we should be trying to figure out a way to pull money together from other sources instead of waiting on the next transportation measure to pass.

Director Wallace expressed his belief that every child in West County, whether in middle school or high school, should have a free pass. He said that AC Transit had done its part by not raising fares in five or six years. He also expressed a desire for MTC to expand their network of bus pass vendors.

Director Gioia gave some background on the SBPP program for the Board. He explained that in 2002 there was a coalition that identified social service funding. The coalition went to MTC and received \$1 million to provide every student with free transit on AC Transit. The outcome of this effort was used to show that a program like this could be successful. When Measure J came up in 2004, the Board set aside funding for the current program.

Director Gioia suggested that efforts to explore MTC funding alternatives, negotiate lower rates with AC Transit , use “Cap and Trade ” funding are all ways that the Board may be able to increase funding to cover the unmet needs while trying to get more

funding through a future county half-cent sales tax measure. He also suggested front-loading the program to serve current demand.

Chair Abelson stated that the only problem with front-loading the program is that at some point in the future, there would not be funds for future students. *Director Gioia* agreed and stated that if future money from Measure J was used, there would need to be a new measure to make up for the current use of the program funds.

Chair Abelson stated that the student bus pass program was not just in the AC Transit service area, but it is also the WestCAT service area and that is where the problem lies.

Rob Thompson from WestCAT explained that with WestCAT's participation, a student can receive a free 20-ride pass and bring it into the WestCAT office to swap it for a monthly pass, but the student would need to add an additional \$20 of their own funds. He said that this is what many students do.

Chair Abelson asked if a student was eligible for a pass, could they come in and buy an instrument that would get them to school every day for free. *Mr. Thompson* replied no. *Chair Abelson* stated that is a real problem.

Director Gioia asked Rob Thompson whether WestCAT would need to put more buses in service if more students enrolled in the program. *Mr. Thompson* responded that WestCAT probably would have to add buses since current ridership for school trips is high.

Director Gioia asked whether these bus services were just regular fixed routes or extra routes on top of the fixed routes. *Mr. Thompson* stated that these are extra routes.

Chair Abelson stated that since some kids cross the service area boundary, they may need both an AC Transit pass and a WestCAT pass.

Mr. Trujillo stated this is correct and added that there are about 200 students within his program that are either homeless or foster kids. By law the homeless students are entitled to go to the school that they started at; so they buy additional passes through other funding sources for that purpose. *Director Wallace* responded a lot of the kids use passes for afterschool activities and/or work.

Director Kinney asked if there were limitations on the hours that the passes could be used. *Mr. Trujillo* stated that AC Transit's rules allow passes to be used for 31 days with no limitations on hours.

Director Kinney wanted to know if passes could be used for field trips.

Mr. Trujillo answered that legally a student is not required to front any money when field trips are sponsored.

Director Kinney asked if there was any way of tracking the use of passes in regards to students skipping school. *Mr. Trujillo* replied that this was a curiosity of the School District but that there was not a system for tracking where and when a student uses their pass.

Director McCoy sought clarification on the cost of a WestCAT pass. She wanted to know why a student could not get a WestCAT pass for the full month for \$20.

Mr. Trujillo explained that AC Transit has a Youth Pass that is a \$20 unlimited pass for 31 days. The students that apply for the program and need to use WestCAT are told that they can take their unused WestCAT ticket to the WestCAT offices, turn it in and pay an additional \$20 and in return receive a \$40 pass monthly pass.

Ms. Pallock stated that this was something that WCCTAC specifically negotiated for this program. It was WestCAT's offer to create a version of a youth pass.

Director McCoy asked for clarification on the 4,000 underserved students. How many are middle school students and how many are high school kids? She also wanted to know how much would it cost to add John Swett Unified.

Mr. Trujillo stated that he could not speak for John Swett Unified, since he was a representative of the WCCUSD. The 4,000 students in WCCUSD was an estimate. The waiting list has approximately 250 kids at the high school level. There is an additional 1,800-2,000 high school students who were eligible but did not apply. The remaining students are part of the free and reduced lunch program at the middle school level.

Ms. Pallock stated that money has been set aside for John Swett Unified but that they have not used it yet. John Swett Unified would not be dipping into the same pot as WCCUSD. She also noted that WCCTAC had a sub-committee in the past to discuss some of the issues raised and she asked if there was a desire to bring it back. *Chair Abelson* directed staff to put this discussion on the agenda for the next Board meeting and suggested the Board considers the sub-committee question.

Director McLaughlin asked if passes were ever issued to the middle schools. *Mr. Trujillo* replied that only if they are in a homeless program or under No Child Left Behind. *Director McLaughlin* asked again about the numbers. If there were 4,000 kids and 200 or so on the wait list, then that leaves about 3800 kids. *Mr. Trujillo* responded by saying that there were 4,000 middle school kids, plus an additional 1,800 from high school, in addition to the 200+ that are on the waiting list. He stated that these numbers were off the top of his head and that he would need more time to research it.

Director Gioia wanted clarification on what the cost would be for all qualified youth on an annual basis because some are in WestCAT area and some are in AC Transits area.

Director Gioia suggested that since attendance data is being used, it would be useful to track whether there was an increase in average daily attendance revenue. These results could make a case for the use of ADA money.

Director Mallett asked if the John Swett School District had just one fixed route or any special school service. *Director McCoy* pointed out the John Swett School District currently has an extensive yellow bus program that picks up students.

10. AC Transit Weekend Service Enhancement on San Pablo Avenue

ACTION: Information only.

DISCUSSION:

Director Wallace shared information from the recent AC Transit Public Hearing. He stated that the demand for weekend service is tremendous. Buses are packed to capacity. He reviewed the two options that staff gave the AC Transit Board. One option increased weekend service on the 72 and 72M. The other option would run the 72R on weekends. The board voted to run the 72R on weekends between 6:00 a.m. and 8:00 p.m. This new service will start on March 14, 2015

Director Wallace also thanked the individuals from West County that were in attendance and encouraged people to come to AC Transit hearings so their concerns can be heard.

Chair Abelson responded that the community as a whole has spoken a number of times at other hearings and meetings about the need for more weekend bus service.

Director Wallace added that there is a great need for bus service to the Social Services Office because many seniors cannot make it up the hill. He noted that AC Transit is currently working on this concern as well.

STANDING ITEMS

14. Other Information:

- a. Summary and Minutes Technical Advisory Committee meetings
- b. Acronym List

15. Board and Staff Comments: None

16. Other Business: None

17. Adjourn.

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TO: WCCTAC Board

DATE: March 27, 2015

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities - March

Advisory Committee:

Plan ACT Workshop in Richmond



On March 18th, AC Transit hosted a PlanACT workshop in Richmond. PlanACT is a multi-faceted study of AC Transit service, infrastructure, and policies intended to develop a vision for transit in the East Bay. One component of PlanACT is the Comprehensive Operations Analysis (COA), which is considering improvements to the frequency of existing service and the possible addition of new service in under-served areas. Members of the community were provided an opportunity to review possible network changes.

Another component of PlanACT is the Major Corridors Study. This examination of the nine busiest bus corridors aims to improve bus speed and reliability through certain investments. The investments could include a combination of improvements to the roadway, bus stops, and

traffic signals. Since the San Pablo Avenue corridor is one of the system's busiest corridor, WCCTAC staff is serving on the study's Technical Advisory Committee. To supplement the public input received at community workshops, AC Transit is also seeking input via online surveys:

COA Survey: <https://www.surveymonkey.com/s/COAround2>

Major Corridors Survey: <https://www.surveymonkey.com/s/KP7ZD9N>

Double Decker Buses Coming to West County?

From February 23 through March 15, AC Transit tested an 80-seat double decker bus on several East Bay routes to see if it would be a good vehicle to add to its fleet. Its staff is gathering information from riders, bus operators, and maintenance personnel and will report back to the AC Transit Board of Directors with findings and recommendations. If a decision is made to purchase double decker buses, they could be in service as early as 2017.



The double decker vehicle will also be tested on the WestCAT transbay Lynx line starting around March 30th and running for two weeks. See the WestCAT website for more information at www.westcat.org

Expanded Weekend AC Transit Bus Service on San Pablo Avenue

The San Pablo Rapid (72R) is now operating on the weekend. This expanded service began on March 14th to help alleviate the demand for weekend service on the 72 and 72M. Riders had expressed a desire for more frequent weekend service at numerous public hearings.

South Richmond Connectivity Plan Workshop



The City of Richmond held a community meeting on the South Richmond Transportation Connectivity Plan on March 18th at City Hall. The consultant team and the City staff have been working on this Plan, along with a separate South Richmond Specific Plan, to enhance the connection between South Richmond and the rest of the city and other nearby communities. Improved east/west transit service and pedestrian-friendly corridors are emphasized in the Plan. Other issues include improved truck routes and better bicycle access. One major consideration is the impact of UC Global Campus which at build out could bring 10,000 new jobs/students to the area. A final plan is expected in the summer of 2015.

Richmond Ferry Project

At the January 23rd Board meeting, WCCTAC authorized the use of Measure J 28b funds for Richmond ferry operations. The Board also endorsed language for an agreement between WETA and CCTA defining service and funding details. CCTA approved the agreement on February 18th. WETA recently approved the agreement on March 5th. On March, 17th the City of Alameda approved a lease for a WETA ferry maintenance facility that is critical for the Richmond ferry service. WETA is now working on vessel procurement, environmental clearance, and a lease agreement with the City of Richmond.

I-80 ICM Project – Public Outreach

Caltrans' public outreach consultant for the I-80 Integrated Corridor Mobility (ICM) project, Circlepoint, has been involved in the following activities:

- Providing an update (along with CCTA) about the ICM project to the Richmond Heights Neighborhood Council on March 2nd.
- Giving a presentation to the El Cerrito Rotary Club on March 12th.
- Informing Bay Area media outlets about the project, including the SF Chronicle and the Bay Area News Group (Contra Costa Times). KQED Radio aired a piece about the I-80 ICM on March 2nd, as part of a science segment.

Circlepoint also developed a communications “toolkit,” that included links to the new web-based video, FAQs, PowerPoint presentations, and other materials. These were emailed to elected officials and key stakeholders on March 6th.

CCTA Transportation Expenditure Plan

The countywide transportation planning process has determined that the resources available through Measure J and through other sources are not sufficient to maintain and improve the transportation system as desired over the long term. As a result, CCTA is giving consideration to a possible measure that could extend and/or enhance, the Measure J transportation sales tax. If the Authority decides to move forward with a new measure, it could come before voters in November 2016.

First Gathering of the West County Mobility Management Group

On March 5th, the three non-ADA paratransit operators from local cities, as well as the transit operators, CCTA staff, MTC staff, and two local non-profit mobility management service organizations met to talk about improved coordination and expansion of mobility management services in West County. This group plans to meet every other month.

Two new services are being brought to West County under MTC and Caltrans’ 5310 program. They include travel training for senior and disabled residents who can use fixed route public transit but are unfamiliar with bus services. The Center for Independent Living will assist new riders learn about where to catch a bus, how to pay their fare, where to sit and how to get assistance, if needed.

The other new service is a program to train qualified drivers to become volunteer drivers and provide residents a more personal trip (door thru door) to locations within and outside of West County (i.e. Martinez and Alameda County). The new program will focus on healthcare appointments. Staff will bring additional information to the Board about these new programs as it becomes available.

West County High Capacity Transit Investment Study

After releasing a request for proposals as directed by the Board, WCCTAC received five proposals, which were reviewed by a selection panel consisting of staff from WCCTAC, CCTA, BART, AC Transit, and WestCAT. The top three consultant teams, as ranked by the panel, were invited to participate in interviews on February 23rd. Following the interviews, the panel identified Parsons Brinckerhoff as its top-ranked team. WCCTAC staff worked with this consultant team to develop a contract for the Board’s consideration at the March 27th meeting.

On a parallel track, staff from the three funding agencies (CCTA, BART and MTC) developed a draft multi-party funding agreement also for the Board’s consideration at its March meeting. WCCTAC staff recently provided the TAC with an update on the study and sought input on the study’s draft schedule and organizational structure.

Transportation Demand Management (TDM):

Carma Carpooling

A new generation of real-time carpool technology will soon be introduced to West Contra Costa County. Carma, a company based in Ireland, introduced pilot services to the Bay Area in 2012 through a grant from the Metropolitan Transportation Commission’s Climate Grant Initiative.

Carma enables drivers with empty seats to safely match with people looking for a ride, all through a free smartphone app. Due to the pilot program’s success, the service is



now expanding to all nine counties in the Bay Area. Staff will begin promoting Carma Carpooling through employer outreach and work with large employers to introduce the technology. As the project progresses, staff will provide an update to the Board. To learn more about Carma visit the website at <https://carmacarpool.com>.

Subregional Traffic Mitigation Fee Program (STMP):

WCCTAC paid \$12,634.74 to East Bay Regional Park District for project development work for the BayTrail Gap Closure Project. With this payment, the District has reached the maximum funding available under the Cooperative Funding Agreement (\$500,000).

WCCTAC Administration:

Staff is still in the process of upgrading and developing a new website, but we now have a presence on Facebook. Like Us!

<https://www.facebook.com/pages/West-Contra-Costa-Transportation-Advisory-Committee/662586683852956?ref=hl>

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	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
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* Report Contains Filters

Multi Dept. Expense Transfers

49001. Building Maintenance	0	0	0	0	107	-107	0	-107	0
49004. Commun/Utilities/Network	0	0	0	0	132	-132	0	-132	0
Sub Total Multi Dept. Expense Transfers	0	0	0	0	239	-239	0	-239	

Salary and Benefits

41000. Salary	10,801	241,780	0	241,780	108,464	133,316	0	133,316	55
41105. Workers Compensation	0	8,668	0	8,668	0	8,668	0	8,668	100
41200. PERS Retirement	1,605	33,388	0	33,388	20,030	13,358	0	13,358	40
41310. Medical Insurance	0	38,525	0	38,525	23,744	14,781	0	14,781	38
41311. Health Insurance Retirees	485	1,926	0	1,926	1,825	101	0	101	5
41400. Dental Insurance	54	3,853	0	3,853	2,111	1,742	0	1,742	45
41500. Vision Care	0	963	0	963	1,700	-737	0	-737	0
41800. LTD Insurance	0	112	0	112	847	-735	0	-735	0
41900. Medicare	152	3,291	0	3,291	1,527	1,764	0	1,764	54
41903. Employee Assistance Program	0	1,284	0	1,284	19	1,265	0	1,265	99
41904. Life Insurance	0	401	0	401	208	193	0	193	48
41911. Liability Insurance	0	3,724	0	3,724	8,399	-4,675	0	-4,675	0
41912. Unemployment	0	0	0	0	1,470	-1,470	0	-1,470	0
Sub Total Salary and Benefits	13,098	337,915	0	337,915	170,344	167,571	0	167,571	

Service and Supplies

43500. Program Costs & Supplies	228	4,500	0	4,500	11,171	-6,671	0	-6,671	0
43501. Postage	0	0	0	0	269	-269	0	-269	0
43520. Copies/Printing/Shipping/Xerox	352	5,000	0	5,000	(831)	5,831	0	5,831	117
43530. Office Furn & Equip <\$5000	0	15,500	0	15,500	12,327	3,173	0	3,173	20
43600. Professional Services	2,217	76,560	0	76,560	36,627	39,933	0	39,933	52



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
<i>* Report Contains Filters</i>									
43900. Rent/Building	1,264	12,954	0	12,954	10,286	2,668	0	2,668	21
44000. Special Department Expenses	0	11,800	0	11,800	3,182	8,618	0	8,618	73
44320. Training/Travel Staff	612	4,000	0	4,000	2,092	1,908	0	1,908	48
Sub Total Service and Supplies	4,673	130,314	0	130,314	75,123	55,191	0	55,191	
Report Total :	17,771	468,229	0	468,229	245,707	222,522	0	222,522	

Selected Filters

GAAP Category

Include - Expenses



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
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* Report Contains Filters

Salary and Benefits

41000. Salary	8,102	207,373	0	207,373	112,652	94,721	0	94,721	46
41002. Overtime	0	0	0	0	166	-166	0	-166	0
41105. Workers Compensation	0	4,936	0	4,936	0	4,936	0	4,936	100
41200. PERS Retirement	1,639	41,374	0	41,374	22,763	18,611	0	18,611	45
41310. Medical Insurance	0	45,729	0	45,729	32,364	13,365	0	13,365	29
41400. Dental Insurance	0	4,283	0	4,283	2,754	1,529	0	1,529	36
41500. Vision Care	0	1,089	0	1,089	0	1,089	0	1,089	100
41800. LTD Insurance	0	1,016	0	1,016	652	364	0	364	36
41900. Medicare	114	2,831	0	2,831	1,589	1,242	0	1,242	44
41903. Employee Assistance Program	0	1,161	0	1,161	29	1,132	0	1,132	97
41904. Life Insurance	0	436	0	436	162	274	0	274	63
41911. Liability Insurance	0	3,724	0	3,724	951	2,773	0	2,773	74
Sub Total Salary and Benefits	9,855	313,952	0	313,952	174,083	139,869	0	139,869	

Service and Supplies

43300. Memberships/Subscriptions	0	0	0	0	66	-66	0	-66	0
43500. Program Costs & Supplies	0	3,750	0	3,750	1,607	2,143	0	2,143	57
43501. Postage	0	0	0	0	853	-853	0	-853	0
43502. TDM Postage	0	7,046	0	7,046	23	7,023	0	7,023	100
43520. Copies/Printing/Shipping/Xerox	352	9,180	0	9,180	1,169	8,011	0	8,011	87
43600. Professional Services	4,940	57,560	0	57,560	29,796	27,764	0	27,764	48
43900. Rent/Building	1,256	12,954	0	12,954	11,235	1,719	0	1,719	13
44000. Special Department Expenses	1,757	87,010	0	87,010	35,305	51,705	0	51,705	59
44001. Relocation Costs	0	0	0	0	906	-906	0	-906	0
44320. Training/Travel Staff	310	3,000	0	3,000	1,236	1,764	0	1,764	59



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
* Report Contains Filters									
Sub Total Service and Supplies	8,617	180,500	0	180,500	82,197	98,303	0	98,303	
Report Total :	18,472	494,452	0	494,452	256,280	238,172	0	238,172	

Selected Filters

GAAP Category

Include - Expenses



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
Salary and Benefits									
41000. Salary	0	2,400	0	2,400	0	2,400	0	2,400	100
Sub Total Salary and Benefits	0	2,400	0	2,400	0	2,400	0	2,400	
Service and Supplies									
43600. Professional Services	0	124,795	0	124,795	10,833	113,962	0	113,962	91
Sub Total Service and Supplies	0	124,795	0	124,795	10,833	113,962	0	113,962	
Report Total :	0	127,195	0	127,195	10,833	116,362	0	116,362	

* Report Contains Filters

Selected Filters

GAAP Category

Include - Expenses



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
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* Report Contains Filters

Service and Supplies

44000. Special Department Expenses	0	122,318	0	122,318	0	122,318	0	122,318	100
Sub Total Service and Supplies	0	122,318	0	122,318	0	122,318	0	122,318	
Report Total :	0	122,318	0	122,318	0	122,318	0	122,318	

Selected Filters

GAAP Category

Include - Expenses



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
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* Report Contains Filters

Multi Dept. Expense Transfers

49001. Building Maintenance	0	0	0	0	(132)	132	0	132	100
49004. Commun/Utilities/Network	0	0	0	0	132	-132	0	-132	0
Sub Total Multi Dept. Expense Transfers	0								

Salary and Benefits

41000. Salary	18,246	241,780	0	241,780	126,710	115,070	0	115,070	48
41105. Workers Compensation	0	8,668	0	8,668	951	7,717	0	7,717	89
41200. PERS Retirement	2,989	33,388	0	33,388	23,019	10,369	0	10,369	31
41310. Medical Insurance	4,299	38,525	0	38,525	28,044	10,481	0	10,481	27
41311. Health Insurance Retirees	277	1,926	0	1,926	2,102	-176	0	-176	0
41400. Dental Insurance	339	3,853	0	3,853	2,449	1,404	0	1,404	36
41500. Vision Care	0	963	0	963	1,970	-1,007	0	-1,007	0
41800. LTD Insurance	192	112	0	112	1,039	-927	0	-927	0
41900. Medicare	263	3,291	0	3,291	1,790	1,501	0	1,501	46
41903. Employee Assistance Program	0	1,284	0	1,284	19	1,265	0	1,265	99
41904. Life Insurance	46	401	0	401	254	147	0	147	37
41911. Liability Insurance	577	3,724	0	3,724	8,311	-4,587	0	-4,587	0
41912. Unemployment	1,258	0	0	0	2,728	-2,728	0	-2,728	0
Sub Total Salary and Benefits	28,486	337,915	0	337,915	199,385	138,530	0	138,530	

Service and Supplies

43500. Program Costs & Supplies	0	4,500	0	4,500	3,862	638	0	638	14
43501. Postage	0	0	0	0	156	-156	0	-156	0
43520. Copies/Printing/Shipping/Xerox	0	5,000	0	5,000	(467)	5,467	0	5,467	109
43530. Office Furn & Equip <\$5000	0	15,500	0	15,500	20,211	-4,711	0	-4,711	0
43600. Professional Services	3,350	76,560	0	76,560	37,349	39,211	0	39,211	51



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
* Report Contains Filters									
43900. Rent/Building	2,014	12,954	0	12,954	12,310	644	0	644	5
44000. Special Department Expenses	0	11,800	0	11,800	8,587	3,213	0	3,213	27
44320. Training/Travel Staff	47	4,000	0	4,000	1,828	2,172	0	2,172	54
Sub Total Service and Supplies	5,411	130,314	0	130,314	83,835	46,479	0	46,479	
Report Total :	33,897	468,229	0	468,229	283,221	185,008	0	185,008	

Selected Filters

GAAP Category

Include - Expenses



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
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* Report Contains Filters

Salary and Benefits

41000. Salary	16,341	207,373	0	207,373	128,707	78,666	0	78,666	38
41002. Overtime	187	0	0	0	353	-353	0	-353	0
41105. Workers Compensation	0	4,936	0	4,936	951	3,985	0	3,985	81
41200. PERS Retirement	3,336	41,374	0	41,374	26,099	15,275	0	15,275	37
41310. Medical Insurance	4,560	45,729	0	45,729	36,924	8,805	0	8,805	19
41400. Dental Insurance	403	4,283	0	4,283	3,157	1,126	0	1,126	26
41500. Vision Care	0	1,089	0	1,089	0	1,089	0	1,089	100
41800. LTD Insurance	93	1,016	0	1,016	746	270	0	270	27
41900. Medicare	234	2,831	0	2,831	1,824	1,007	0	1,007	36
41903. Employee Assistance Program	0	1,161	0	1,161	29	1,132	0	1,132	97
41904. Life Insurance	23	436	0	436	185	251	0	251	58
41911. Liability Insurance	577	3,724	0	3,724	863	2,861	0	2,861	77
Sub Total Salary and Benefits	25,755	313,952	0	313,952	199,839	114,113	0	114,113	

Service and Supplies

43500. Program Costs & Supplies	0	3,750	0	3,750	1,993	1,757	0	1,757	47
43502. TDM Postage	0	7,046	0	7,046	656	6,390	0	6,390	91
43520. Copies/Printing/Shipping/Xerox	0	9,180	0	9,180	1,952	7,228	0	7,228	79
43600. Professional Services	10,800	57,560	0	57,560	39,842	17,718	0	17,718	31
43900. Rent/Building	2,014	12,954	0	12,954	14,113	-1,159	0	-1,159	0
44000. Special Department Expenses	672	87,010	0	87,010	37,263	49,747	0	49,747	57
44320. Training/Travel Staff	93	3,000	0	3,000	2,260	740	0	740	25
Sub Total Service and Supplies	13,578	180,500	0	180,500	98,079	82,421	0	82,421	

Report Total :	39,334	494,452	0	494,452	297,918	196,534	0	196,534	
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	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
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* Report Contains Filters

Selected Filters

GAAP Category

Include - Expenses



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
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* Report Contains Filters

Salary and Benefits

41000. Salary	0	2,400	0	2,400	0	2,400	0	2,400	100
Sub Total Salary and Benefits	0	2,400	0	2,400	0	2,400	0	2,400	

Service and Supplies

43600. Professional Services	2,718	124,795	0	124,795	13,551	111,244	0	111,244	89
Sub Total Service and Supplies	2,718	124,795	0	124,795	13,551	111,244	0	111,244	

Report Total :	2,718	127,195	0	127,195	13,551	113,644	0	113,644	
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Selected Filters

GAAP Category

Include - Expenses



	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
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* Report Contains Filters

Service and Supplies

43600. Professional Services	105,771	0	0	0	106,462	-106,462	0	-106,462	0
44000. Special Department Expenses	0	122,318	0	122,318	0	122,318	0	122,318	100
Sub Total Service and Supplies	105,771	122,318	0	122,318	106,462	15,856	0	15,856	
Report Total :	105,771	122,318	0	122,318	106,462	15,856	0	15,856	

Selected Filters

GAAP Category

Include - Expenses



MARKET
& OPINION
RESEARCH
SERVICES

720 Third Avenue
Suite 1110
Seattle, WA 98104
206.652.2454

436 14th Street
Suite 820
Oakland, CA 94612
510.844.0680

88 E Broad Street
Suite 1270
Columbus, OH 43215
614.268.1660

610 SW Alder Street
Suite 521
Portland, OR 97205
503.444.6000

EMCresearch.com

Invoice

Bill to

West Contra Costa Trans. Advisory Comm.
Attn: Executive Director
13831 San Pablo Ave.
San Pablo, CA 94806

Date

1/29/2015

Invoice #

9172

Terms

Per contract

EMC Job#

15-5325

DESCRIPTION	AMOUNT
Quantitative Research WCCTAC Resident Survey - West Contra Costa County Residents	36,000.00

Initial 50% billing per contract terms

\$72,000 Total Fee
\$36,000 Current Invoice
\$36,000 Balance to be billed

Please remit payment to 436 14th Street, Suite 820, Oakland, CA 94612. Thank you!

Total

\$36,000.00

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TO: WCCTAC Board

DATE: March 27, 2015

FR: Joanna Pallock, Project Manager

RE: Safe Routes to School (SR2S) Technical Assistance Funds for WCCTAC Member Agencies

REQUESTED ACTION

Approve the Request for Safe Routes to School (SR2S) Technical Assistance Funds as recommended by the WCCTAC-TAC and WCCTAC staff.

BACKGROUND AND DISCUSSION

Over the past two years, CCTA has been working with a Safe Routes to School countywide task force to assess current efforts and future demand for SR2S projects. CCTA's consultant from Fehr and Peers, Julie Morgan, presented findings at the March 2014 WCCTAC Board meeting. As part of this same effort, a portion of the study funds were set aside for local agencies to receive technical assistance to help identify barriers to SR2S programs.

The types of technical assistance available are spelled out in the attached January 16, 2015 CCTA memo. Each RTPC has been allocated a share of the total \$120,000 available countywide for technical assistance. West County's portion is \$22,800.

The WCCTAC-TAC, which discussed this item at its February 12th and March 12th meetings, decided to fully fund El Cerrito's request since it was submitted prior the March TAC meeting. Given remaining interest from other jurisdictions, the TAC decided that WCCTAC staff could make a recommendation to the Board if it received additional requests and the amount requested exceeded the amount available.

Three jurisdictions ultimately submitted requests. Staff recommends the funds be allocated as follows:

City of El Cerrito

\$11,000 to provide a School Walk/Bike Map, develop a Safe Routes Concept Plan, and develop a School Area Traffic Control Plan for the under-construction Korematsu Middle School. This would fully fund El Cerrito's request.

City of San Pablo

\$8,000 to initiate a data collection effort, develop a School Walk/Bike Map, and develop a Safe Routes Concept Plan for Downer Elementary School located on 18th Street. This

would fund all of The City of San Pablo's request, with the exception of a proposed Concept Plan.

Contra Costa County

\$3,800 for data collection to help determine travel characteristics and typical modes of transportation being taken to school for John Swett High School, Willow High School and Carquinez Middle School. This would fully fund one of two projects requested by the County.

ATTACHMENTS:

CCTA Memo – Safe Routes to School Technical Assistance.



MEMORANDUM

Date January 16, 2015

To RTPC Managers

From Martin R. Engelmann, Deputy Executive Director, Planning

RE **Safe Routes to School Technical Assistance**

Over the past two years, the Authority has sponsored a comprehensive effort to understand current Safe Routes to School (SR2S) activities around Contra Costa and to evaluate the needs for future programs and capital improvements. Work products from this effort include a SR2S Resource Guide (available on the CCTA website) and a Safe Routes to School Needs Assessment Report (currently being finalized in response to comments from each RTPC).

The last phase of the SR2S effort is to provide direct technical support to local jurisdictions and public school districts in Contra Costa to help them identify barriers to walking and bicycling and/or to plan for specific SR2S improvements at individual school sites. Examples of the types of services that can be provided through this technical assistance program include:

- Conducting and documenting a walking and bicycling audit
- Developing concept plans for specific capital improvements (which may be identified through a walk/bike audit)
- Preparing a walk/bike route map
- Collecting data around a school (such as traffic volumes, speeds, pedestrian/bicycle volumes or routes, parent surveys regarding school travel, etc.) to better understand current travel and to plan for improvements
- Preparing a traffic control plan for a school area

The table below provides more detail on what could be covered in each of these activities, and includes approximate costs.

At this time, we are seeking only the general information requested below. A more detailed scope of work would be developed prior to commencement of services. Please note that grant-writing assistance is not an allowable use of these technical assistance funds, although the products of the services listed above are often important elements of successful grant applications.

Request for Prioritized List of Technical Assistance Needs

The current budget for this effort is relatively meager —\$120,000. The Authority will allocate these funds to the RTPCs based on school enrollment. We ask that each RTPC submit a prioritized list of SR2S technical assistance needs. Resources will be allocated to each project on the list in turn until that RTPC's allocation has been exhausted. The percentage of school enrollment and the allocation for each subarea is as follows: West – 19% or \$22,800, Central – 26 % or \$31,200, East – 31% or \$37,200, and SWAT – 24% or \$28,800. The prioritized list, however, does not need to be financially constrained as we are hopeful that additional funds may become available in upcoming funding cycles.

For each SR2S technical assistance project included on the list, please provide the following information:

1. Name and contact information of the requesting agency and the responsible individual.
2. Name of school to be addressed and contact information for school administrator.
3. Brief (no more than two paragraphs) description of the technical assistance being requested, why that assistance is needed, and what the desired outcome would be.
4. Desired schedule for the completion of the technical assistance project, and explanation of schedule constraints (if any).

Please submit the prioritized list from your RTPC by March 31, 2015 to Julie Morgan at j.morgan@fehrandpeers.com with a copy to Brad Beck at CCTA bbeck@ccta.net .

Sample Menu of Services for SR2S Technical Assistance Program

Walking and Bicycling Audit

- **Kick-off Meeting:** Attend a kick off meeting (conference call or in-person) with school staff/stakeholders to discuss known issues in advance of audit. School or school district would identify staff/stakeholders and arrange meeting and audit date.
- **Conduct Audit:** Lead a walking and bicycling audit during either the morning drop-off or afternoon pick-up period. Lead stakeholders on an assessment of the school area to observe drop-off/pick-up operations and walking and bicycling activity, note infrastructure deficiencies, and assess opportunities for safety and operational improvements. Following the audit convene inside the school to discuss potential improvements.
- **Prepare Summary Report:** Outline key issues and recommended infrastructure and programmatic improvements. Recommendations can be categorized as Short, Mid or Long-term, and the responsible agency identified. The Draft Report can be submitted electronically to the school/district and COE for review and comment.
- **Final Meeting:** Attend a final meeting with the school stakeholders/city staff to discuss recommendations and receive comments.
- **Final Report:** Incorporate comments received into Final Summary Report and improvement graphic. Submit electronic copy to school/district and COE.
- **Typical cost:** Approximately \$5,000

School Walk/Bike Route Map

- **Conduct Field Review:** Inventory existing traffic controls, crossing guard locations, sidewalks, crosswalks, bicycle facilities, pedestrian and bicycle access points.
- **Develop Draft Route Map:** Develop map in GIS showing preferred walking and bicycling routes (within 1-mile radius or school boundary area), crossing guard locations, traffic controls, and school access points.
- **Meeting to Review Draft Map:** Conduct meeting with stakeholders (to be identified by school representatives) to review and solicit comments on draft map.
- **Prepare Final Map:** Incorporate comments into final map and provide electronic copy for printing/distribution by the school and/or posting on school website.
- **Typical cost:** Approximately \$5,000 per school

<p>Safe Routes Concept Plan</p> <ul style="list-style-type: none">▪ Preparation of detailed engineering concept plan for SR2S-related infrastructure improvements. Includes background map, scaled concept drawing, planning-level cost estimate, and project description. These can be valuable to include in grant applications.▪ Typical cost: \$2,000 to \$3,000 per plan, depending upon scope of work
<p>Data Collection</p> <ul style="list-style-type: none">▪ Collection of data to better understand current travel characteristics around schools and support the determination of appropriate SR2S measures or strategies. This could include: counts of vehicle traffic, bicycles and pedestrians; traffic speed surveys using radar; parent surveys to determine typical mode of access to school; and other methods.▪ Typical cost: Depends upon scope of work
<p>School Area Traffic Control Plan</p> <ul style="list-style-type: none">▪ Development of school area traffic control plan, consistent with Chapter 7 of the California Manual on Traffic Control Devices. Includes plan preparation and illustration of existing and proposed school area signage and pavement markings.▪ Typical cost: \$3,000 to \$5,000 per plan, depending upon scope of work



TO: WCCTAC Board

DATE: March 27, 2015

FR: Leah Greenblat, Project Manager

RE: Appointment of Technical Coordinating Committee Members

REQUESTED ACTION

Appoint the four WCCTAC TAC members noted below to the CCTA's Technical Coordinating Committee.

BACKGROUND AND DISCUSSION

The Contra Costa Transportation Authority (CCTA) notified WCCTAC staff that the two-year terms of the current WCCTAC appointees to its Technical Coordinating Committee (TCC) will expire on March 31, 2015. The new appointments are for a two-year period ending March 31, 2017. The WCCTAC TAC met on March 12, 2015 and voted unanimously to recommend the following appointees for the new term:

- Yvetteh Ortiz (El Cerrito),
- Chad Smalley (Richmond),
- Barbara Hawkins (San Pablo),
- Lori Reese-Brown (Richmond), alternate

The CCTA staff also notified the WCCTAC staff that its Conflict of Interest Code requires that advisory committee members submit the Fair Political Practices Commission's Form 700 within 30 days of assuming office. WCCTAC staff will work with the CCTA and the TCC appointees to facilitate the submission of these forms.

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TO: WCCTAC Board **DATE:** March 27, 2015

FR: Leah Greenblat, Project Manager

RE: **Multi-Party Funding Agreement for High Capacity Transit Investment Study**

REQUESTED ACTION

Adopt Resolution No. 15-01 authorizing the WCCTAC Executive Director to execute a multi-party funding agreement in substantive form and to undertake such actions and to execute such amendments as may be necessary or desirable for the High Capacity Transit Investment Study with San Francisco Bay Area Rapid Transit (BART), Contra Costa Transportation Authority (CCTA) and the Metropolitan Transportation Commission (MTC).

BACKGROUND AND DISCUSSION

Previously, the WCCTAC Board agreed to participate in and undertake the project management of the High Capacity Transit Investment Study. Three agencies, in addition to WCCTAC, are contributing funds towards the study in the following amounts:

Agency	Funding Source	Amount
WCCTAC	Measure J, Fund 28b	\$300,000 plus \$100,000 for contingency
CCTA	STP	\$300,000
BART	General Operating	\$300,000
MTC	General Operating	\$100,000

The multi-party funding agreement under consideration is the mechanism for formalizing the process of receiving the funds. It also outlines each agency’s responsibilities through the course of the study. In addition to a financial contribution, the agreement also includes BART’s commitment to provide up to twenty hours per week for its staff to conduct BART planning analysis.

WCCTAC staff intends to use the funds for consultant services as discussed in the subsequent agenda item. In order to maintain sufficient cash flow throughout the study, BART has agreed to make quarterly advanced payments to WCCTAC. The remaining funders will contribute on a reimbursement basis. WCCTAC staff will draw down the funds in a manner proportional to each agencies’ financial contribution toward the study.

ATTACHMENTS:

1. Resolution No. 15-01
2. Draft Multi-Party Funding Agreement for High Capacity Transit Investment Study

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**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 15-01**

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FUNDING AGREEMENT WITH THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, THE CONTRA COSTA TRANSPORTATION AUTHORITY, AND THE METROPOLITAN TRANSPORTATION COMMISSION IN CONNECTION WITH FUNDING THE WEST CONTRA COSTA HIGH CAPACITY TRANSIT INVESTMENT STUDY IN A FORM APPROVED BY GENERAL COUNSEL AND AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS OF MEASURE J FUND 28B FUNDS TOWARDS THE HIGH CAPACITY TRANSIT INVESTMENT STUDY OF WHICH ONE HUNDRED THOUSAND DOLLARS IS SET ASIDE AS A CONTINGENCY

WHEREAS, the San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code Section 28500 *et seq.* (“BART”), the Contra Costa Transportation Authority, a local transportation authority (“CCTA”), the Metropolitan Transportation Commission, a metropolitan transportation planning organization (“MTC”) and the West Contra Costa Transportation Advisory Committee, a joint powers agency (“WCCTAC”) desire to jointly fund and study high capacity transit options, generally within the I-80 corridor from the Alameda County line to the Carquinez Bridge in order to create a system or network of systems that provides a substantially higher level of passenger capacity, speed and service frequency than community-based or local public service (the “Study”); and

WHEREAS, WCCTAC has undertaken a procurement process and has engaged a qualified consultant team (“Consultant”) to conduct the Study; and

WHEREAS, the Study will analyze a variety of transit options including, but not limited to, BART, other passenger rail, express bus, bus rapid transit and ferry service including possible alignments and station sites and is expected to cost approximately one million dollars (\$1,000,000) and be completed within 12 to 16 months; and

WHEREAS, at its June 2014 meeting, the BART Board of Directors allocated three hundred thousand dollars (\$300,000) towards the Study. BART has also agreed to provide staff support for some aspects of the Study; and

WHEREAS, at its July 25, 2014 meeting, WCCTAC allocated three hundred thousand dollars (\$300,000) in Measure J Fund 28b funds towards the Study. At its September 26, 2014 meeting, WCCTAC allocated an additional one hundred thousand dollars (\$100,000) towards the Study to be used as a contingency fund; and

WHEREAS, at its October 15, 2014 meeting, CCTA approved three hundred thousand dollars (\$300,000) in federal Surface Transportation Program (“STP”) funds to be passed through from CCTA to WCCTAC towards the Study; and

WHEREAS, at its January 2015 meeting, MTC adopted a budget amendment allocating \$100,000 towards the Study; and

WHEREAS, the Study is fully funded with the committed funds from BART, CCTA, MTC, and WCCTAC and WCCTAC desires to conduct the Study and serve as its fiscal agent; and

WHEREAS, WCCTAC desires to enter into a Funding Agreement with BART, CCTA, and MTC to provide a procedure and set forth the conditions under which BART, CCTA, and MTC will pass through to WCCTAC funds for the Study.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Executive Director (or his designee) is hereby authorized and directed to enter into a Funding Agreement, in a form approved by the General Counsel, with BART, CCTA, and MTC to fund and coordinate the Study; and

2. The Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby authorize and direct the Executive Director (or his designee) to disburse Measure J Fund 28b funds pursuant to the Funding Agreement in an amount not to exceed three hundred thousand dollars (\$300,000) with an additional one hundred thousand dollars (\$100,000) to be used as a contingency fund; and

3. The Executive Director (or his designee) is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the terms of the Funding Agreement and to administer the West Contra Costa Transportation Advisory Committee's obligations, responsibilities and duties to be performed under the agreement.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on March 27, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Sherry McCoy, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Benjamin T. Reyes II, General Counsel

2417064.1

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**FUNDING AGREEMENT
BETWEEN
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT,
CONTRA COSTA TRANSPORTATION AUTHORITY,
METROPOLITAN TRANSPORTATION COMMISSION
AND
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE**
for the

WEST CONTRA COSTA COUNTY HIGH CAPACITY TRANSIT INVESTMENT STUDY

This Funding Agreement (hereinafter referred to as this “AGREEMENT”) is entered into this ____ day of _____, 2015, by and between the San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code Section 28500 et seq. (hereinafter referred to as “BART”), the Contra Costa Transportation Authority, a local transportation authority (hereinafter referred to as “CCTA”), the Metropolitan Transportation Commission, a metropolitan transportation planning organization (hereinafter referred to as “MTC”) and the West Contra Costa Transportation Advisory Committee, a joint powers agency (hereinafter referred to as “WCCTAC”), (collectively, the “PARTIES” and each separately, a “PARTY”) in connection with funding the West Contra Costa High Capacity Transit Investment Study (“STUDY”), evaluating high capacity transit service in the I-80 corridor in western Contra Costa County.

RECITALS

The PARTIES enter into this AGREEMENT on the basis of the following:

1. WCCTAC comprises the cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo, the county of Contra Costa, and the transportation agencies that serve the area, to wit, the Alameda Contra Costa Transit District (hereinafter referred to as “AC Transit”), the Western Contra Costa Transit Authority (hereinafter referred to as “WestCAT”) and BART, all of whom are contributing and voting members;
2. BART, WCCTAC, MTC and CCTA (collectively, the “FINANCIAL PARTNER AGENCIES” and each separately, a “FINANCIAL PARTNER AGENCY”) desire to jointly fund and study high capacity transit options, generally within the I-80 corridor from the Alameda County line to the Carquinez Bridge in order to create a system or network of systems that provides a substantially higher level of passenger capacity, speed and service frequency than community-based or local public service. AC Transit and WestCAT are non-funding

STUDY partners (collectively, the “STUDY PARTNER AGENCIES” and each separately, a “STUDY PARTNER AGENCY”).

3. WCCTAC has undertaken a procurement process and has engaged a qualified consultant team (herein referred to as CONSULTANT) to conduct the STUDY.
4. The STUDY will analyze a variety of transit options including, but not limited to, BART, other passenger rail, express bus, bus rapid transit and ferry service including possible alignments and station sites. The STUDY will evaluate the options based on potential ridership, cost, and other criteria.
5. The STUDY is expected to cost approximately one million dollars (\$1,000,000) and be completed within 12 to 16 months.
6. At its June 2014 meeting, the BART Board of Directors, as part of the adoption of its FY 2015 operating budget, allocated three hundred thousand dollars (\$300,000) towards the STUDY.
7. At its July 25, 2014 meeting, WCCTAC allocated three hundred thousand dollars (\$300,000) in Measure J Fund 28b funds towards the STUDY. At its September 26, 2014 meeting, WCCTAC allocated an additional one hundred thousand dollars (\$100,000) towards the STUDY to be used as a contingency fund.
8. At its October 15, 2014 meeting, CCTA approved three hundred thousand dollars (\$300,000) in federal Surface Transportation Program (“STP”) funds to be passed through from CCTA to WCCTAC towards the STUDY.
9. At its January, 2015 meeting, MTC adopted a budget amendment allocating \$100,000 towards the STUDY.
10. WCCTAC acknowledges that, with the committed funds from the FINANCIAL PARTNER AGENCIES, the STUDY is fully funded, and has agreed to conduct the STUDY and serve as its fiscal agent. WCCTAC’s formal initiation of the STUDY is contingent upon the full execution of this AGREEMENT.
11. BART has agreed to provide staff support for some aspects of the STUDY, as described in Section II.
12. The purpose of this AGREEMENT is to provide a procedure and set forth the conditions under which the FINANCIAL PARTNER AGENCIES will pass through to WCCTAC funds for the STUDY, in an amount not to exceed \$300,000 from BART, \$300,000 from CCTA and \$100,000 from MTC.

SECTION I

WCCTAC AGREEMENTS:

1. WCCTAC agrees to conduct the STUDY, as described in Exhibit A, Scope of Work, to evaluate the feasibility and effectiveness of implementing high capacity transit service improvements, generally within the I-80 corridor from the Alameda County line to the Carquinez Bridge. "High capacity transit" means a system or network of systems that provides a substantially higher level of passenger capacity, speed and service frequency than community-based or local public service. Exhibit A is hereby incorporated into this AGREEMENT and made a part hereof.
2. WCCTAC agrees to pay CONSULTANT an amount not to exceed \$1,100,000, including a \$100,000 contingency, for the STUDY as described in Exhibit A - Scope of Work, which is incorporated into this Agreement and made a part hereof.
3. Funding for STUDY shall be as follows:
 - a. WCCTAC agrees to apply up to \$400,000 of WCCTAC's Measure J Fund 28b funds to the STUDY, of which \$100,000 is set aside for contingency work.
 - b. FINANCIAL PARTNER AGENCIES agree to reimburse WCCTAC an amount not to exceed \$700,000 for the cost of the STUDY as follows: \$300,000 from BART; \$300,000 from CCTA, and \$100,000 from MTC.
4. WCCTAC agrees to follow all federal procurement requirements.
5. WCCTAC agrees to act as fiscal agent for the STUDY and also agrees to be responsible for the award of a contract to conduct the STUDY consistent with this AGREEMENT and WCCTAC policies.
6. If funding from any FINANCIAL PARTNER AGENCY is not forthcoming as anticipated, or falls short of the anticipated commitments, WCCTAC agrees to immediately notify all FINANCIAL PARTNER AGENCIES of these events. WCCTAC further agrees to work with the PARTIES on re-scoping the STUDY, if possible, to meet the desired objectives, or to seek additional funding. If it is no longer possible to complete the STUDY with the funds available and additional funds cannot be secured, WCCTAC agrees to terminate the STUDY and refund any unused funds to the PARTIES, in an amount proportionate to each PARTY'S contributions. WCCTAC acknowledges that if the committed funding is not forthcoming or falls short, or if the costs of the STUDY increase, the PARTIES are not

obligated to provide such funds to WCCTAC and are not liable to WCCTAC in any way for such funding.

7. WCCTAC acknowledges that the PARTIES shall be given at least two weeks to review and comment on all technical and planning documents for the STUDY including the draft and final reports. WCCTAC shall take all reasonable steps to address the PARTIES' comments and concerns.
8. WCCTAC shall appoint a Project Manager who shall oversee the STUDY, prepare progress reports, statements and invoices, and supervise all consultant work. In addition, said Project Manager shall be responsible for all administrative aspects of the STUDY, including setting and running meetings of the Study Management Group ("SMG"), which is composed of MTC, CCTA and WCCTAC staff, and the Technical Advisory Committee ("TAC"), pursuant to Exhibit A, paragraph 17.4, preparing materials for the policy committee, TAC and Study Management Group meetings and public outreach, and supervising the development and reproduction of a draft and final report of the STUDY.
9. WCCTAC agrees to provide the PARTIES with quarterly progress reports on the STUDY. The quarterly progress reports shall consist of a brief description of the work completed within the quarter, any outstanding impediments to completing the projects, and anticipated work to be completed in the next quarter. In addition, WCCTAC agrees to provide the PARTIES with an Itemized Expenditure Table, as shown in Exhibit B.1. Quarterly progress report and Itemized Expenditure Tables shall be sent to:

Ellen Smith, Acting Manager
Strategic and Policy Planning
San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 22nd Floor
Oakland, CA 94612

Peter Engel, Program Manager
Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

MTC Finance
101 8th Street
Oakland, CA 94607-4700

10. All work that WCCTAC performs, or causes to be performed, shall be done in accordance with the terms set forth in this AGREEMENT and all applicable laws, statutes,

ordinances, rules, regulations or requirements of the federal, state, or local governments, including all applicable procurement rules and regulations, which relate to or in any manner affect the performance of this AGREEMENT. These terms shall be included in all WCCTAC contracts issued for the work described in this AGREEMENT.

11. In implementing this AGREEMENT, WCCTAC shall comply with applicable federal and state civil rights requirements. If the work involves the use of federal Department of Transportation funds, such requirements include but are not limited to Title VI of the Civil Rights Act of 1964, 42. U.S.C. Section 2000d et seq., 49 U.S.C. Section 5332, 49 CFR 21, and any other applicable implementing regulations. If the work involves the use of state funds, civil rights requirements include but are not limited to Government Code Section 11135 and applicable implementing regulations. These terms shall be included in all WCCTAC contracts issued for the work described in this AGREEMENT.
12. No actions by WCCTAC's partner agencies, organizations, contractors, subcontractors, consultants, sub-consultants or agents shall relieve WCCTAC of its obligation to fully comply with this AGREEMENT. If any PARTY is not satisfied that WCCTAC has complied fully with the provisions of this AGREEMENT, the PARTY shall provide at least 10 days' written notice to WCCTAC of the exceptions the PARTY takes with WCCTAC's performance and provide WCCTAC with at least 30 days to correct or cure WCCTAC's performance. In the event WCCTAC fails to correct or cure said noted deficiencies, the PARTY may refuse to reimburse WCCTAC or require that WCCTAC reimburse the PARTY for funds already disbursed except for funds provided for services already rendered.
13. WCCTAC may enter into contracts with third parties for the completion of the STUDY. The PARTIES reserve the right to review said contracts, change orders or amendments thereto prior to execution. WCCTAC shall provide notice to the PARTIES of its intent to award any contracts, issue change orders and amendments and, to the extent the PARTIES wish to review said contracts, change orders and amendments, the PARTIES shall provide WCCTAC notice thereof. The PARTIES shall not be subject to any obligations or liabilities incurred by, or attributable to, contractors of WCCTAC or any other person not a party to this AGREEMENT in connection with the STUDY, notwithstanding the PARTIES' concurrence with any said actions. Nor shall the PARTIES' concurrence with any said actions relieve WCCTAC of liability to the PARTIES for any costs that are subsequently disallowed or determined by any audit to be unallowable.
14. WCCTAC shall allow the PARTIES' auditors, including FHWA, the State of California and their authorized representatives, access to all records, books, and documents, related to costs or performance under this AGREEMENT, beginning with execution of this AGREEMENT and extending to three years from the date of final closeout of all Work covered by this AGREEMENT. In addition, WCCTAC shall provide, upon request, copies of all source documents required to verify compliance with the requirements of this AGREEMENT, including but not limited to, approved cost allocation plans, written

progress reports, job cost ledgers, and time records. WCCTAC shall maintain all records related to the Work and its costs for three years from the date of final closeout of this STUDY. Furthermore, WCCTAC shall require each of its contractors and subcontractors to allow the PARTIES access to all books, records, and documents relative to all costs and performance under this AGREEMENT for the purpose of auditing, inspecting, and copying such books, records, and documents beginning with the execution of the contract or subcontract and extending for three years after final closeout. The contractors and subcontractors shall be required to maintain all records related to contract or subcontract costs and performance for three years following final payment under the contract or subcontract. These terms shall be included in all WCCTAC contracts issued for the work described in this AGREEMENT.

SECTION II

BART AGREEMENTS:

1. BART shall provide planning, engineering and other technical services necessary to evaluate various transit options, including BART and DMU rail services, in the I-80 corridor, and shall designate a Project Manager. BART staff time shall not exceed 20 hours per work week per staff assigned to the STUDY.
2. BART shall actively participate in the STUDY's Policy Advisory Committee ("PAC"), pursuant to Exhibit A, paragraph 17.3, TAC and SMG, and provide timely review of all materials supplied by consultants and WCCTAC.
3. BART agrees to disburse three hundred thousand dollars (\$300,000) to WCCTAC for the purpose of completing the STUDY as described in the Scope of Work, Exhibit A, as follows, notwithstanding Section III.5 below:
 - a. Within thirty (30) days of execution of this AGREEMENT by all PARTIES, BART shall make a payment of \$60,000, which is one-fifth of the amount to be paid by BART to WCCTAC under this AGREEMENT.
 - b. After its initial payment, BART shall make four quarterly payments in the amount of \$60,000 each, on July 1, 2015, October 1, 2015, January 1, 2016 and April 1, 2016.
 - c. If this AGREEMENT is terminated pursuant to Section III.2 below, WCCTAC shall reimburse BART for any advance payments, or portion thereof, for services that were not performed due to termination.

CCTA AGREEMENTS:

4. CCTA shall actively participate in the STUDY's PAC, TAC, and SMG, and provide timely review of all materials supplied by consultants and WCCTAC.
5. CCTA agrees to reimburse WCCTAC for up to three hundred thousand dollars (\$300,000) for the purpose of completing the STUDY as described in the Scope of Work, Exhibit A promptly, but in no event later than five (5) calendar days, upon receipt of supporting documentation and invoices including confirmation of consultant payment, on the condition that the cost of the STUDY is federally eligible under the rules governing the expenditure of federal STP fund.

MTC AGREEMENTS:

6. MTC agrees to reimburse WCCTAC for up to one hundred thousand dollars (\$100,000) for the purpose of completing the STUDY as described in the Scope of Work, Exhibit A upon receipt of supporting documentation and invoices.

SECTION III

IT IS MUTUALLY AGREED BY WCCTAC AND THE PARTNER AGENCIES:

1. Term: The term of this AGREEMENT will begin on the date on which it is fully executed, and remain in effect until June 30, 2017, unless earlier terminated pursuant to SECTION III, Paragraph 2.
2. Termination: This AGREEMENT shall be subject to termination as follows:
 - a. This AGREEMENT may be terminated by any PARTY for breach of any obligation, covenant or condition hereof, upon written notice to the breaching PARTY. With respect to any breach that is reasonably capable of being cured, the breaching PARTY shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues a cure, such PARTY shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the initial notice unless a further extension is granted in writing by the non-breaching PARTY.
 - b. In the event this AGREEMENT is terminated pursuant to this Section III, payment shall be made by the PARTIES to WCCTAC for all services rendered as described in the Scope of Work, Exhibit A, up to the time of termination, subject to the expenditure limits applicable to this AGREEMENT.

3. Indemnity: It is mutually understood and agreed, relative to mutual indemnification of WCCTAC and the other PARTIES:
 - a. Subject to the exception set forth in subsection b. below, each PARTY to this AGREEMENT (hereinafter "INDEMNIFYING PARTY") shall indemnify, defend and hold harmless the other PARTIES and their officers, agents, or employees against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorneys' fees, arising from or relating to any negligent or wrongful act or omission or violation of law of the INDEMNIFYING PARTY, its officers, agents, or employees, which occurs in connection with this AGREEMENT, but only in proportion to and to the extent of such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorneys' fees, arises from or relates to the negligent or wrongful act or omission or violation of law of the INDEMNIFYING PARTY, its officers, agents or employees.
 - b. None of the PARTIES to this AGREEMENT are being compensated for their staff time to be spent in connection with the STUDY. The PARTIES are willing to contribute such time in good faith, provided that they do not subject themselves to undue risk of liability. No PARTY shall be liable to any other PARTY for its activities in connection with this AGREEMENT, except for liability resulting from payments or non-payments, personal injury, property damage, or violation of laws, in which case the provisions of subsection a. above shall apply.
4. Notices: Any notice which may be required under the AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the PARTIES hereto.

BART:

Ellen Smith, Acting Manager
Strategic and Policy Planning
San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 22nd Floor
Oakland, CA 94612

CCTA:

Peter Engel, Program Manager
Contra Costa Transportation Authority

2999 Oak Road, Suite 100
Walnut Creek, CA 94597

MTC:

Kristen Carnarius
Metropolitan Transportation Commission
101 8th Street
Oakland, CA 94607-4700

WCCTAC:

John Nemeth, Executive Director
WCCTAC
6333 Potrero Ave, Suite 100
El Cerrito, CA 94530

5. Compensation.

a) Due to a pre-existing funding agreement between the CCTA and WCCTAC (Master Cooperative Agreement No. 28W.02), the CCTA's STP funds and WCCTAC's Measure J 28b funds must be paid on a reimbursement basis.

b) WCCTAC will provide quarterly statements to BART within 30 days after the end of each quarter and monthly invoices to CCTA and MTC which will include the proportional invoicing of each FINANCIAL PARTNER AGENCY, and monthly invoices to CCTA which will include: (i) a summary of work performed; (ii) the identity of personnel who performed the work; (iii) the specific tasks for which the work was performed; (iv) the number of staff hours involved in performing the work for each specified task and the date on which such hours were worked; (v) the hourly rate of pay for each staff person; (vi) a copy of any consultant invoice for which reimbursement is requested, with confirmation of invoice payment; (vii) the total amount for which reimbursement is being requested; and (viii) a Budget Status Summary Report.

c) Exhibit B.2 attached hereto and incorporated herein by reference sets forth the procedure for invoice and statement submittal.

d) CCTA's project manager will review the invoices and approve them for payment or, if additional documentation or information is required or there are questions regarding an invoice, the project manager will contact such FINANCIAL PARTNER AGENCY regarding such additional documentation, information or questions.

6. Changes to Compensation.

- a) If CALTRANS reduces the compensation rate at which it will reimburse CCTA, or changes the requirements CCTA must meet in order to receive reimbursement from CALTRANS, CCTA reserves the right to revise this AGREEMENT in accordance with any such changes and CCTA and the other FINANCIAL PARTNER AGENCIES agree to amend this AGREEMENT to reflect any such changed requirements. Any revisions will be made in consultation with CCTA and the other FINANCIAL PARTNER AGENCIES and pursuant to SECTION III, Paragraph 9, of this AGREEMENT.

7. Draw Down Schedule.

WCCTAC desires to pay the STUDY consultant team with funds from the FINANCIAL PARTNER AGENCIES in proportion to their financial contribution towards the STUDY. For each invoice submitted by the STUDY's consultant, WCCTAC will remit payment using each FINANCIAL PARTNER AGENCIES' proportional contribution toward the estimated cost of the STUDY.

Agency	Contribution	Proportion of Invoice
BART	\$300,000	30%
CCTA (STP)	\$300,000	30%
MTC	\$100,000	10%
WCCTAC (Fund 28b)	\$300,000 (Plus optional \$100,000 contingency)	30%
Total	\$1,000,000 + contingency	100%

8. STUDY PARTNER AGENCIES' Responsibilities

FINANCIAL PARTNER AGENCIES' staff will work cooperatively with the other PARTIES and the STUDY's consultant to perform planning related tasks, including, but not necessarily limited to, the following work:

- a) provide data on adopted or pending development plans and policy documents including general plans, specific plans, strategic plans, short range transit plans ("SRTPs") transportation improvement plans, other infrastructure plans and projects, major development plans, property ownership, and other background data that pertain to the respective FINANCIAL PARTNER AGENCY;
- b) provide technical input and review on potential travel forecasting models and related analysis for use in the STUDY, including both land use data and roadway data that are input into the forecasting models;
- c) provide technical input and review of potential route alignments (specific paths) that high capacity transit could take;
- d) assist in developing the method of analysis of the routes;
- e) provide input on potential strategies to fund the construction of high capacity transit,
- f) assist in the development of an online survey and other methods of public outreach that will be used in the STUDY;

- g) identify potential stakeholders within their jurisdiction for inclusion in the public outreach element of the STUDY;
 - h) advise FINANCIAL PARTNER AGENCY'S elected officials on the foregoing items and related matters;
 - i) meeting attendance; and
 - j) advise the other PARTIES on other technical aspects of the STUDY as needed (the foregoing items and other related tasks being referred to herein, as "PROJECT SUPPORT").
9. Additional Acts and Documents: Each PARTY agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provision, intent and purpose of this AGREEMENT.
10. Amendment: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all PARTIES, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.
11. Independent Agency: Due to its unique role in the study, BART will be providing staff time beyond routine participation. As such, BART renders its services under this AGREEMENT as an independent agency. None of BART's agents or employees shall be agents or employees of WCCTAC.
12. Assignment: Except as expressly provided herein, this AGREEMENT and the obligation of any party hereunder, may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
13. Severability: Should any part of this AGREEMENT be declared unconstitutional, illegal, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect. Provided that, the remainder of this AGREEMENT can, absent the excised portion, reasonably be interpreted to give effect to the intentions of the parties.
14. Controlling Law and Venue. This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
15. The parties hereto recognize and agree that separate counterpart signature pages may be used to execute this AGREEMENT, but that all such pages constitute one and the same AGREEMENT.

Signatures appear on following pages.

<p><u>WCCTAC:</u></p> <p><u>WEST CONTRA COSTRA TRANSPORTATION ADVISORY COMMITTEE</u></p> <p>By: _____ Name: <u>John Nemeth</u> Title: <u>Executive Director</u> Date: _____</p> <p><u>Approved as to Form</u></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><u>BART:</u></p> <p><u>SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT</u></p> <p>By: _____ Name: <u>Grace Crunican</u> Title: <u>General Manager</u> Date: _____</p> <p><u>Approved as to Form:</u></p> <p>By: _____ Name: <u>Esther Low</u> Title: <u>BART Attorney</u> Date: _____</p>
<p><u>CCTA:</u></p> <p><u>CONTRA COSTA TRANSPORTATION AUTHORITY</u></p> <p>By: _____ Name: <u>Randell H. Iwasaki</u> Title: <u>Executive Director</u> Date: _____</p> <p><u>Approved as to Form</u></p> <p>By: <u>Best Best & Krieger LLP</u> Name: <u>Mala Subramian</u> Title: <u>Authority Council</u> Date: _____</p>	<p><u>MTC:</u></p> <p><u>METROPOLITAN TRANSPORTATION COMMISSION</u></p> <p>By: _____ Name: <u>Steve Heminger</u> Title: <u>Executive Director</u> Date: _____</p> <p><u>Approved as to Form:</u></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>

EXHIBIT A

SCOPE OF WORK

(As Defined in Request for Proposals)

1. Final Scope

Collaboratively develop a final scope, budget by task, work plan, and schedule for the STUDY that also delineates the roles and responsibilities of the prime consultant, its sub-consultants, and other STUDY participants. Provide key agencies with a list of data and information that will be needed to complete the STUDY.

Deliverable – Final scope, budget by tasks, schedule, work plan, and list of data needs.

2. Goals and Objectives of STUDY

The basic purpose of the STUDY is to:

- Understanding travel markets and demand for high-capacity transit in the corridor as part of the larger regional transit network.
- Define and evaluate multimodal high capacity transit options in the West Contra Costa corridor.
- Understand costs and potential funding sources for these options.

Consultant will develop goals and objectives that any specific transit improvements would be intended to achieve. This will help to guide the STUDY and to form the basis of an evaluation framework

Deliverable – Technical Memorandum #1 – Goals and Objectives of STUDY.

3. Public Participation

Conduct public participation (ongoing throughout STUDY) to receive input from a variety of sources and to inform the public about the STUDY.

3.1. Public Outreach Efforts

Plan, prepare, conduct public outreach to familiarize members of the public with the STUDY and the issues involved, and to receive public input from a diverse array of stakeholders on the alternatives being considered. This effort can use a range of public outreach tools, including: public meetings and workshops, open houses, website information, mailings, social media, online advertising, interactive online tools or other approaches. Public meetings should be held in various cities in the sub-region, rather than all being held in the same location.

The consultant will be responsible for the maintenance of online outreach tools through the duration of the STUDY. They will also directly contact external media sources and charge print media costs as a direct cost. The consultant should work with WCCTAC and its transit main STUDY partners (AC Transit, BART and WestCAT) in the preparation and dissemination of public materials. The consultant will extensively notice all public meetings, and document meeting outcomes with summaries that includes photos, results of any exercises, and comments from the meeting participants.

Note: All public meetings and workshops will be publicly noticed to maximize attendance. All public notices will be in five languages – English, Spanish, Chinese, Vietnamese and Korean. BART will supply translation services for all public notices. Translators and sign language interpreters will be available for all workshops, as requested, and will be supplied by BART.

Deliverable – Drafts and final drafts of public information to be disseminated, such as: meeting announcements, workshop materials, website information, advertisements, and any other relevant materials. Management of outreach effort along with staffing and facilitation of public meetings. Summary reports on each public meeting.

4. Summary and Evaluation of Prior Studies

Perform a review of on-going and prior studies in the corridor relevant to the provision of high capacity transit. This can include studies conducted by AC Transit, BART, WestCAT, Caltrans, Capitol Corridor, Contra Costa County, local cities, CCTA, and the Metropolitan Transportation Commission (MTC). This review should include at least:

- AC Transit’s ongoing Major Corridors Study
- AC Transit’s ongoing Comprehensive Operations Analysis
- BART’s 1983 West Contra Costa Extension Study
- BART’s 1992 West Contra Costa Extension Alignment Study
- BART’s 2003 Contra Costa-Solano Rail Feasibility Study
- BART’s 2014 Vision Plan
- Capital Corridor’s 2014 Business Plan
- CCTA’s 2014 Ferry Feasibility Study
- CCTA’s 2001 / 2015 Express Bus Studies
- MTC’s 1996 I-80 Corridor Study
- MTC’s 2007 Regional Rail Plan
- WestCAT 2013 Short Range Transit Plan
- WCCTAC’s 1999 Additional West County Train Station Site Evaluation

Briefly summarize these prior studies, including relevant issues, alternatives developed, and outcomes. Provide information about what may have changed since the completion of these studies, as well as information about how this current STUDY will differ from previous efforts.

Deliverable – Technical Memorandum #2 – Summary and Evaluation of Prior Studies

5. Existing and Planned Transportation Network

Document the existing and planned transportation network in the corridor, including bus, rail (passenger and freight), and roadways. This should include a database of existing transit services, facilities (such as major stations/stops) and planned improvements. The consultant will collect specific data on existing and projected transit operations, such as peak-hour and off-peak service characteristics, ridership, fleet sizes, system capacities, existing and potential properties and facilities, existing and potential transit hubs, and park-and-ride locations. Consultant will also collect specific data on existing and planned road network for I-80 and for any major arterials likely to be considered as potential routes for high capacity transit, including peak and off-peak traffic volumes, number of lanes, average speeds and travel times, and HOV facilities. Consultant should also collect information on West County rail facilities, including: right-of-way dimensions, track classifications, current and forecasted freight and passenger volumes and line capacities.

Consultant will work with CCTA, the local CMA, and/or MTC, to confirm that the CMA's travel model and the consultant are in agreement on the existing and planned transportation network for the future modeling work.

Deliverable – Technical Memorandum #3 – Existing and Planned Transportation Network, including documentation of coordination with CMA for future modeling.

6. Document Existing and Future Land Use Conditions

Document the existing and future land-use conditions in the corridor consistent with Plan Bay Area. Delineate existing and proposed land use within the corridor at the TAZ level and identify the major land use activities beyond the corridor that may have impacts on the corridor's travel behavior. The consultant will verify the accuracy of the land use data at the TAZ level for use in projecting ridership using the travel model. Consultant will work with MTC and CCTA (the local CMA) to confirm that the CMA's travel model and the consultant's understanding are in agreement on the existing and future land-use for modeling work.

Deliverable – Technical Memorandum #4 – Existing and Future Land Use Conditions, including documentation of coordination with CMA for future modeling.

7. Travel Markets

Understand and define the major travel markets in the corridor, including local, regional, and inter-regional. This should include trips to, from, within and through West Contra Costa. Assess the predominant travel flows associated with each of the identified travel markets, and assess the competitiveness of transit to serve each of the markets. In this task, it is important to document the context beyond the immediate corridor, such as flows through the corridor to and from Solano County, Alameda County, San Francisco,

Sacramento, Marin County, and other points beyond. New data gathering methods such as information captured from mobile devices should be considered.

Deliverable – Technical Memorandum #5 – Travel Markets

8. Conceptual Alternatives

Define conceptual transit improvement alternatives in the corridor that meet that purpose and goals of STUDY as outlined in Task 2. Transit modes considered should be based on established technologies with reliable service records in regular operation in a similar corridor setting. Both interim and longer-term alternatives should be considered.

Alternatives should consider elements such as network structure and system performance and contain the full range of investments needed to make a successful high-capacity transit service function effectively, including changes needed to local transit services, local circulation, parking, and other access modes. This task will include conceptual engineering of a very limited degree in order to establish basic feasibility for the alternatives and to develop preliminary cost estimates.

The STUDY can consider a variety of transit modes or technologies. Some primary candidates include:

- Freeway-based Express bus
- Arterial-Based Bus Rapid Transit / Light Rail
- BART Extensions
- Commuter rail
- Ferry

The STUDY should examine a variety of alignments as appropriate for the particular transit service. Some primary candidates in this corridor include:

- Interstate 80
- San Pablo Avenue
- Richmond Parkway
- UP and BNSF rail corridors

The STUDY should consider station or stop locations for each alternative and related issues such as:

- Station parking capacities (if appropriate);
- Intermodal connections and transfers;
- Quality of walk and bike access
- Access potential for riders from the regional drive-shed, such as Solano County riders;
- Consistency with land use and economic development objectives

Lastly, the STUDY should also consider operating characteristics, including frequencies, run times, vehicles types, and capacity requirements. This should also include an understanding of maintenance and vehicle storage location requirements.

Deliverable – Technical Memorandum #6 – Conceptual Alternatives

9. Evaluation Criteria

Develop an evaluation framework based on the STUDY goals and objectives outlined in Task 2. The framework should include criteria, metrics for evaluation, and a process for conducting the evaluation. Criteria should be applicable to two levels of screening – preliminary screening in Task 10 and final evaluation in Task 15. Weighting of criteria may be appropriate and should be considered. Some *examples* of likely criteria include:

- Ridership
- Travel time
- Service Reliability
- Customer experience (safety, comfort, ease of access, etc.)
- Support for local and regional land use and planning goals
- Impacts on local transit services (ridership, other)
- Impact on BART or other service (state-of-good-repair and capacity)
- Impacts on VMT, Air Quality and greenhouses gases
- Capital and Operating Costs
- Cost metrics (e.g. cost per rider, subsidy per passenger mile)
- Consistency with Res. 3434 and TOD Policy
- Consistency with BART System Expansion Policy (SEP)
- Consistency with FTA New Starts criteria

Deliverable – Technical Memorandum #7 – Evaluation Criteria

10. Preliminary Evaluation and Screening

Conduct preliminary evaluation and alternatives screening to eliminate those alternatives that are either fatally flawed technically or fall outside of a defined performance envelope. This initial screening may identify the most promising alternative within each mode group.

Deliverable – Technical Memorandum #8 – Preliminary Evaluation and Screening

11. Refine Final Alternatives

Using the results of the preliminary evaluation and screening process in Task 9, further develop and refine the final alternatives in preparation for more evaluation and more detailed cost estimates. This task will involve additional conceptual engineering design or other relevant project development work. Refinements should include any changes needed to local transit services, local circulation, parking, and other access modes. Final alternatives should be developed and described in more detail than the conceptual alternatives.

Deliverable – Technical Memorandum #9 – Final Alternatives

12. Ridership Modeling

Estimate, for a base year and a 20 year horizon, current and projected ridership within the corridor and system-wide for the transit options in the final alternatives identified in Task 11. Modeling should incorporate and be consistent with CCTA and MTC modeling work, and incorporate a detailed representation of the transit network. The model should be calibrated to accurately represent existing transit ridership conditions, and should be sensitive to the impacts of transit service adjustments at a detailed level. The model should incorporate robust transit network connectivity and contain a calibrated nested logit mode choice formulation to provide the ability to distinguish between ferry, rail and bus transit modes. It also should have the ability to assign the auto component of drive access transit trips to the road network, which is critical in studying local access trip impacts around rail stations. The model should also accurately be able to represent commute conditions from Solano County and beyond.

Deliverable – Technical Memorandum #10 – Ridership Modeling

13. Develop Conceptual Cost Estimates

This task will involve two levels of cost estimating.

13.1 Preliminary Screening Cost Estimates

Using costs for similar projects, preferably within the region, develop planning-level rough-order-of-magnitude capital and operating cost estimates for use in evaluation and screening of conceptual alternatives identified in Task 8.

Deliverable – Technical Memorandum #11 – Preliminary Cost Estimates

13.2 Final Screening Cost Estimates

Using FTA Standard Cost Categories, estimate the capital, and annualized capital costs of all alternatives defined in Task 11. Also estimate the annual operating cost using reliable benchmark methods (e.g., cost per revenue vehicle mile, hourly operating cost per vehicle, etc.)

Deliverable – Technical Memorandum #12 – Final Cost Estimates

14. Funding Options

Prepare a detailed and flexible funding plan for the Final Alternatives. This should include the development of a financial model with cost parameters and a clearly defined risk analysis. The plan could include both traditional and innovative funding sources, and should provide information and real world example about how other transit capital projects were funded in the Bay Area. The Plan should consider how projects perform using federal New Starts/Small Starts criteria.

Deliverable – Technical Memorandum #13 – Funding Options

15. Conduct Final Alternatives Evaluation

Evaluate the short list of final alternatives from Task 11 using the evaluation criteria for the level of screening developed in Task 10. Provide an evaluation of all final alternatives against the criteria.

Deliverable – Technical Memorandum #14 – Definition of Final Alternatives

16. Produce draft and final report

Prepare a Draft Final Report and a subsequent Final Report that present concise, readable results that are graphically engaging, reflective of the technical findings, and reflective of the results of the public outreach and the TAC and PAC processes. The majority of the work for this task will be completed as part of earlier Technical Memoranda. The bulk of this task will be compiling and selecting relevant information from those prior documents to create a brief, graphically sophisticated final report that engages the reader.

Deliverables – Draft Final Report and Final Report

17. Project Management (Consultant)

17.1 Team Meetings

An initial project team meeting, including both key agency staff and consultants, will be held to refine the work program and schedule and to clarify responsibilities. Additionally, monthly meetings of the project team will be held. These meetings may take the form of conference calls.

Deliverables – Monthly progress meetings

17.2 Project Management

Regular project management duties, including issuing monthly invoices and progress updates.

Deliverables – Monthly invoices and progress updates

17.3 Policy Advisory Committee (PAC)

WCCTAC will act as the Policy Advisory Committee (PAC) for the STUDY. PAC Meetings will be held periodically for the duration of the project and can coincide with regular WCCTAC Board meetings. The consultant will provide memorandums and other materials (PPT presentations, etc.) for these meetings. The consultant will also provide status reports as required for other policy boards involved in the STUDY. Meeting summaries will be documented.

Deliverable – Memoranda and other supporting material (graphics, boards, PPTs, etc.) for policy board meetings.

17.4 Technical Advisory Committee (TAC)

Form a Technical Advisory Committee (TAC) based on the WCCTAC TAC, but with additional invitees that may include MTC, Caltrans, CCTA, Capitol Corridor, or other public or private stakeholders. Meetings will be held as needed for the duration of the project, and a meeting summary will be documented. Consultant will provide draft memoranda and other materials (PPT presentations, etc.) updating project status for the TAC's review prior to presenting it to various policy boards or subcommittees involved in the STUDY.

Deliverable – Meeting Notes. Draft memoranda and other supporting material (graphics, boards, PPTs, etc.) for TAC to review prior to policy board meetings.

EXHIBIT B.2

PROCEDURE FOR INVOICES and STATEMENTS PREPARED BY WCCTAC FOR SUBMITTAL TO FINANCIAL PARTNER AGENCIES

1. WCCTAC shall prepare and submit statements or invoices to FINANCIAL PARTNER AGENCIES on a quarterly basis (January-March, April-June, etc.) within 60 calendar days of the close of each quarter;
2. Each invoice or statement shall include a cover letter signed by WCCTAC's authorized representative that includes the following:
 - reference to this AGREEMENT, including Cooperative Agreement number;
 - a sequential billing number (1, 2, 3, ...etc.)
 - the quarterly period for which the invoice applies;
 - a summary of work performed
3. Attached to the cover letter shall be a table indicating the identity of personnel who performed the work, the direct hourly rate of pay for each staff person (excluding all overhead), the number of hours worked, and the total cost of staff time,
4. The invoice and statement shall include an Expenditure Summary Report, including the following:
 - 4.1 Total Budget
 - 4.3 Previous Expenditures
 - 4.4 Expenditures This Period
 - 4.5 Reimbursement Requested
 - 4.6 Expenditures to Date (including this Invoice)
 - 4.7 Budget Remaining
5. The FINANCIAL PARTNER AGENCIES shall review invoices and authorize payment promptly.



TO: WCCTAC Board

DATE: March 27, 2015

FR: Leah Greenblat, Project Manager

RE: Consultant Agreement with Parsons Brinckerhoff for High Capacity Transit Investment Study

REQUESTED ACTION

Adopt Resolution No. 15-02 authorizing the WCCTAC Executive Director to sign a consulting agreement for the High Capacity Transit Investment Study with Parsons Brinckerhoff in an amount not to exceed \$1,000,000.

BACKGROUND AND DISCUSSION

At its December 12, 2015 meeting, the WCCTAC Board authorized the release of a Request for Proposals (RFP) for the preparation of a High Capacity Transit Investment Study in West Contra Costa County. WCCTAC issued the RFP on December 18, 2014 and proposals were due January 30, 2015.

In response to the RFP, WCCTAC received five separate proposals. A review panel composed of representatives from BART, AC Transit, WestCAT, CCTA, and WCCTAC reviewed and ranked all five of the proposals. There was a notable gap in the scores between the top three and the bottom two proposals. With the consent of the review panel, WCCTAC staff invited the top three consultant teams to interview on February 17 before members of the review panel. Following the three interviews, the panel ranked the interviewed consultant teams in the following order:

1. Parsons-Brinckerhoff (PB)
2. CDM Smith
3. Cambridge Systematics

The review panel ranked PB highest due to a combination of factors including its team's demonstrated experience, qualifications, and management of similar past projects and its clear understanding of the proposed study's task.

WCCTAC staff subsequently entered into contract negotiations with PB. The agreement before the WCCTAC Board is based on WCCTAC's standard agreement and was reviewed and approved as to content by WCCTAC's counsel.

ATTACHMENTS:

1. Resolution No. 15-02
2. Draft Consultant Agreement with Parsons-Brinckerhoff for High Capacity Transit Study

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**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 15-02**

**AWARDING A CONSULTING SERVICES CONTRACT TO PARSONS
BRINCKERHOFF AND AUTHORIZING THE WCCTAC EXECUTIVE
DIRECTOR TO EXECUTE THE CONTRACT IN A FORM APPROVED BY
GENERAL COUNSEL, IN THE AMOUNT NOT TO EXCEED ONE MILLION
AND ONE HUNDRED THOUSAND DOLLARS (\$1,100,000)**

WHEREAS, the West Contra Costa Transportation Advisory Committee (“WCCTAC”) requires professional services of a qualified consultant to evaluate options, feasibility and effectiveness of high capacity transit between generally the Contra Costa-Alameda County line and the Carquinez Bridge for the High Capacity Transit Investment Study (“Project”), which is jointly funded by the San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to Public Utilities Code Section 28500 *et seq.* (“BART”), in the amount of three hundred thousand dollars (\$300,000), the Contra Costa Transportation Authority, a local transportation authority (“CTTA”), in the amount of three hundred thousand dollars (\$300,000) the Metropolitan Transportation Commission, a metropolitan transportation planning organization (“MTC”), in the amount of one hundred thousand dollars (\$100,000) and WCCTAC, in the amount of three hundred thousand dollars (\$300,000) with an additional one hundred thousand dollars (\$100,000) in contingency funds; and

WHEREAS, WCCTAC will to serve as the fiscal agent for the Project; and

WHEREAS, WCCTAC staff solicited qualifications for consulting services and evaluated and reviewed responses and proposals from several consulting firms or consultants; and

WHEREAS, in accordance with the California Government Code and other applicable laws, WCCTAC staff carefully reviewed the qualifications and proposals of Parsons Brinckerhoff and determined that Parsons Brinckerhoff possesses the necessary quality, fitness, capacity, experience and expertise to provide the services sought by WCCTAC; and

WHEREAS, WCCTAC staff negotiated an acceptable and fair price for the consultant’s services; and

WHEREAS, the award of a consulting services agreement is exempt from the California Environmental Quality Act (“CEQA”) in that it is not a discretionary project pursuant to Title 14, the California Code of Regulations (“CEQA Guidelines”), Section 15301.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby award a consulting services contract in an amount not to exceed \$1,100,000, conditioned upon Parsons Brinckerhoff timely executing a consulting services

agreement, in a form approved by WCCTAC General Counsel, and submitting all required documents, including but not limited to, all required exhibits, executed bonds (if applicable), certificates of insurance, and endorsements, in accordance with the consulting services agreement; and

2. The Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby direct the Executive Director or his designee to issue a notice of award to Parsons Brinckerhoff; and

3. The Executive Director (or his designee) is hereby authorized and directed, on behalf of the Board of Directors of the West Contra Costa Transportation Advisory Committee, to execute a consulting services agreement on behalf of the West Contra Costa Transportation Advisory Committee, in a form approved by the General Counsel, upon timely submission by Parsons Brinckerhoff of the signed agreement; and

4. The Executive Director (or his designee) is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the terms of the consulting services agreement and to administer the West Contra Costa Transportation Advisory Committee's obligations, responsibilities and duties to be performed under the agreement.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on March 27, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Sherry McCoy, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Benjamin T. Reyes II, General Counsel
2417061.1

CONSULTING SERVICES AGREEMENT BETWEEN
THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
AND
PARSONS BRINCKERHOFF

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 _Parsons Brinckerhoff, Inc., a New York Corporation, with offices located at 425 Market Street, 17th Floor, _San Francisco, CA 94105, ("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 _June 30, 2016, 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 nine hundred, ninety-nine thousand, eight hundred and twenty dollars, (\$999,820) 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;
- Invoices from sub-consultants and proof of direct costs such as parking, tools, travel, etc.
- The Consultant's signature;

2.2 Payment. WCCTAC shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 45 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 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 for a task unless Consultant receives prior written approval from the Contract Administrator. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above 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.

2.4 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.

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

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

2.7 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.

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

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

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

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

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

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

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

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

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

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

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

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

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. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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 Alameda 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 Leah Greenblat ("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:

Rebecca Kohlstrand
Project Manager
Parsons Brinckerhoff
425 Market Street, 17th Floor
San Francisco, CA 94105

Any written notice to WCCTAC shall be sent to:

John Nemeth,
Executive Director
WCCTAC

6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a copy to

Benjamin T. Reyes II,
General Counsel
Meyers Nave

555 12th Street, Suite 1500
Oakland, CA 94607

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

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

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

- Exhibit A Scope of Services
- Exhibit B Payment Schedule
- Exhibit C Federal Requirements

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

Ken Jong, San Francisco Area Manager

APPROVED AS TO FORM:

BENJAMIN T. REYES II, General Counsel

EXHIBIT A

SCOPE OF SERVICES

1. Final Scope

Collaboratively develop a final scope, budget by task, work plan, and schedule for the study that also delineates the roles and responsibilities of the prime consultant, its sub-consultants, and other study participants. Provide key agencies with a list of data and information that will be needed to complete the study.

Deliverable – Final scope, budget by tasks, schedule, work plan, and list of data needs.

2. Goals and Objectives of Study

The basic purpose of the study is to:

- Understanding travel markets and demand for high-capacity transit in the corridor as part of the larger regional transit network.
- Define and evaluate multimodal high capacity transit options in the West Contra Costa corridor.
- Understand costs and potential funding sources for these options.

Consultant will develop goals and objectives that any specific transit improvements would be intended to achieve. This will help to guide the study and to form the basis of an evaluation framework

Deliverable – Technical Memorandum #1 – Goals and Objectives of Study.

3. Public Participation

Conduct public participation (ongoing throughout study) to receive input from a variety of sources and to inform the public about the study.

3.1. Public Outreach Efforts

Plan, prepare, conduct public outreach to familiarize members of the public with the study and the issues involved, and to receive public input from a diverse array of stakeholders on the alternatives being considered. This effort can use a range of public outreach tools, including: public meetings and workshops, open houses, website information, mailings, social media, online advertising, interactive online tools or other approaches. Public meetings should be held in various cities in the sub-region, rather than all being held in the same location.

The consultant will be responsible for the maintenance of online outreach tools through the duration of the study. They will also directly contact external media sources and charge print media costs as a direct cost. The consultant should work with WCCTAC and its transit main study partners (AC Transit, BART and WestCAT) in the preparation and dissemination

of public materials. The consultant will extensively notice all public meetings, and document meeting outcomes with summaries that includes photos, results of any exercises, and comments from the meeting participants.

Note: All public meetings and workshops will be publicly noticed to maximize attendance. All public notices will be in five languages – English, Spanish, Chinese, Vietnamese and Korean. BART will supply translation services for all public notices. Translators and sign language interpreters will be available for all workshops, as requested, and will be supplied by BART.

Deliverable – Drafts and final drafts of public information to be disseminated, such as: meeting announcements, workshop materials, website information, advertisements, and any other relevant materials. Management of outreach effort along with staffing and facilitation of public meetings. Summary reports on each public meeting.

4. Summary and Evaluation of Prior Studies

Perform a review of on-going and prior studies in the corridor relevant to the provision of high capacity transit. This can include studies conducted by AC Transit, BART, WestCAT, Caltrans, Capitol Corridor, Contra Costa County, local cities, CCTA, and the Metropolitan Transportation Commission (MTC). This review should include at least:

- AC Transit’s ongoing Major Corridors Study
- AC Transit’s ongoing Comprehensive Operations Analysis
- BART’s 1983 West Contra Costa Extension Study
- BART’s 1992 West Contra Costa Extension Alignment Study
- BART’s 2003 Contra Costa-Solano Rail Feasibility Study
- BART’s 2014 Vision Plan
- Capital Corridor’s 2014 Business Plan
- CCTA’s 2014 Ferry Feasibility Study
- CCTA’s 2001 / 2015 Express Bus Studies
- MTC’s 1996 I-80 Corridor Study
- MTC’s 2007 Regional Rail Plan
- WestCAT 2013 Short Range Transit Plan
- WCCTAC’s 1999 Additional West County Train Station Site Evaluation

Briefly summarize these prior studies, including relevant issues, alternatives developed, and outcomes. Provide information about what may have changed since the completion of these studies, as well as information about how this current study will differ from previous efforts.

Deliverable – Technical Memorandum #2 – Summary and Evaluation of Prior Studies

5. Existing and Planned Transportation Network

Document the existing and planned transportation network in the corridor, including bus, rail (passenger and freight), and roadways. This should include a database of existing transit services, facilities (such as major stations/stops) and planned improvements. The consultant will collect specific data on existing and projected transit operations, such as peak-hour and off-peak service characteristics, ridership, fleet sizes, system capacities, existing and potential properties and facilities, existing and potential transit hubs, and park-and-ride locations. Consultant will also collect specific data on existing and planned road network for I-80 and for any major arterials likely to be considered as potential routes for high capacity transit, including peak and off-peak traffic volumes, number of lanes, average speeds and travel times, and HOV facilities. Consultant should also collect information on West County rail facilities, including: right-of-way dimensions, track classifications, current and forecasted freight and passenger volumes and line capacities.

Consultant will work with CCTA, the local CMA, and/or MTC, to confirm that the CMA's travel model and the consultant are in agreement on the existing and planned transportation network for the future modeling work.

Deliverable – Technical Memorandum #3 – Existing and Planned Transportation Network, including documentation of coordination with CMA for future modeling.

6. Document Existing and Future Land Use Conditions

Document the existing and future land-use conditions in the corridor consistent with Plan Bay Area. Delineate existing and proposed land use within the corridor at the TAZ level and identify the major land use activities beyond the corridor that may have impacts on the corridor's travel behavior. The consultant will verify the accuracy of the land use data at the TAZ level for use in projecting ridership using the travel model. Consultant will work with MTC and CCTA (the local CMA) to confirm that the CMA's travel model and the consultant's understanding are in agreement on the existing and future land-use for modeling work.

Deliverable – Technical Memorandum #4 – Existing and Future Land Use Conditions, including documentation of coordination with CMA for future modeling.

7. Travel Markets

Understand and define the major travel markets in the corridor, including local, regional, and inter-regional. This should include trips to, from, within and through West Contra Costa. Assess the predominant travel flows associated with each of the identified travel markets, and assess the competitiveness of transit to serve each of the markets. In this task, it is important to document the context beyond the immediate corridor, such as flows through the corridor to and from Solano County, Alameda County, San Francisco, Sacramento, Marin County, and other points beyond. New data gathering methods such as information captured from mobile devices should be considered.

Deliverable – Technical Memorandum #5 – Travel Markets

8. Conceptual Alternatives

Define conceptual transit improvement alternatives in the corridor that meet that purpose and goals of study as outlined in Task 2. Transit modes considered should be based on established technologies with reliable service records in regular operation in a similar corridor setting. Both interim and longer-term alternatives should be considered.

Alternatives should consider elements such as network structure and system performance and contain the full range of investments needed to make a successful high-capacity transit service function effectively, including changes needed to local transit services, local circulation, parking, and other access modes. This task will include conceptual engineering of a very limited degree in order to establish basic feasibility for the alternatives and to develop preliminary cost estimates.

The study can consider a variety of transit modes or technologies. Some primary candidates include:

- Freeway-based Express bus
- Arterial-Based Bus Rapid Transit / Light Rail
- BART Extensions
- Commuter rail
- Ferry

The study should examine a variety of alignments as appropriate for the particular transit service. Some primary candidates in this corridor include:

- Interstate 80
- San Pablo Avenue
- Richmond Parkway
- UP and BNSF rail corridors

The study should consider station or stop locations for each alternative and related issues such as:

- Station parking capacities (if appropriate);
- Intermodal connections and transfers;
- Quality of walk and bike access
- Access potential for riders from the regional drive-shed, such as Solano County riders;
- Consistency with land use and economic development objectives

Lastly, the study should also consider operating characteristics, including frequencies, run times, vehicles types, and capacity requirements. This should also include an understanding of maintenance and vehicle storage location requirements

Deliverable – Technical Memorandum #6 – Conceptual Alternatives

9. Evaluation Criteria

Develop an evaluation framework based on the study goals and objectives outlined in Task 2. The framework should include criteria, metrics for evaluation, and a process for conducting the evaluation. Criteria should be applicable to two levels of screening – preliminary screening in Task 10 and final evaluation in Task 15. Weighting of criteria may be appropriate and should be considered. Some *examples* of likely criteria include:

- Ridership
- Travel time
- Service Reliability
- Customer experience (safety, comfort, ease of access, etc.)
- Support for local and regional land use and planning goals
- Impacts on local transit services (ridership, other)
- Impact on BART or other service (state-of-good-repair and capacity)
- Impacts on VMT, Air Quality and greenhouses gases
- Capital and Operating Costs
- Cost metrics (e.g. cost per rider, subsidy per passenger mile)
- Consistency with Res. 3434 and TOD Policy
- Consistency with BART System Expansion Policy (SEP)
- Consistency with FTA New Starts criteria

Deliverable – Technical Memorandum #7 – Evaluation Criteria

10. Preliminary Evaluation and Screening

Conduct preliminary evaluation and alternatives screening to eliminate those alternatives that are either fatally flawed technically or fall outside of a defined performance envelope. This initial screening may identify the most promising alternative within each mode group.

Deliverable – Technical Memorandum #8 – Preliminary Evaluation and Screening

11. Refine Final Alternatives

Using the results of the preliminary evaluation and screening process in Task 9, further develop and refine the final alternatives in preparation for more evaluation and more detailed cost estimates. This task will involve additional conceptual engineering design or other relevant project development work. Refinements should include any changes needed to local transit services, local circulation, parking, and other access modes. Final alternatives should be developed and described in more detail than the conceptual alternatives.

Deliverable – Technical Memorandum #9 – Final Alternatives

12. Ridership Modeling

Estimate, for a base year and a 20 year horizon, current and projected ridership within the corridor and system-wide for the transit options in the final alternatives identified in Task 11. Modeling should incorporate and be consistent with CCTA and MTC modeling work, and incorporate a detailed representation of the transit network. The model should be calibrated to accurately represent existing transit ridership conditions, and should be

sensitive to the impacts of transit service adjustments at a detailed level. The model should incorporate robust transit network connectivity and contain a calibrated nested logit mode choice formulation to provide the ability to distinguish between ferry, rail and bus transit modes. It also should have the ability to assign the auto component of drive access transit trips to the road network, which is critical in studying local access trip impacts around rail stations. The model should also accurately be able to represent commute conditions from Solano County and beyond.

Deliverable – Technical Memorandum #10 – Ridership Modeling

13. Develop Conceptual Cost Estimates

This task will involve two levels of cost estimating.

13.1 Preliminary Screening Cost Estimates

Using costs for similar projects, preferably within the region, develop planning-level rough-order-of-magnitude capital and operating cost estimates for use in evaluation and screening of conceptual alternatives identified in Task 8.

Deliverable – Technical Memorandum #11 – Preliminary Cost Estimates

13.2 Final Screening Cost Estimates

Using FTA Standard Cost Categories, estimate the capital, and annualized capital costs of all alternatives defined in Task 11. Also estimate the annual operating cost using reliable benchmark methods (e.g., cost per revenue vehicle mile, hourly operating cost per vehicle, etc.)

Deliverable – Technical Memorandum #12 – Final Cost Estimates

14. Funding Options

Prepare a detailed and flexible funding plan for the Final Alternatives. This should include the development of a financial model with cost parameters and a clearly defined risk analysis. The plan could include both traditional and innovative funding sources, and should provide information and real world example about how other transit capital projects were funded in the Bay Area. The Plan should consider how projects perform using federal New Starts/Small Starts criteria.

Deliverable – Technical Memorandum #13 – Funding Options

15. Conduct Final Alternatives Evaluation

Evaluate the short list of final alternatives from Task 11 using the evaluation criteria for the level of screening developed in Task 10. Provide an evaluation of all final alternatives against the criteria.

Deliverable – Technical Memorandum #14 – Definition of Final Alternatives

16. Produce draft and final report

Prepare a Draft Final Report and a subsequent Final Report that present concise, readable results that are graphically engaging, reflective of the technical findings, and reflective of

the results of the public outreach and the TAC and PAC processes. The majority of the work for this task will be completed as part of earlier Technical Memoranda. The bulk of this task will be compiling and selecting relevant information from those prior documents to create a brief, graphically sophisticated final report that engages the reader.

Deliverables – Draft Final Report and Final Report

17. Project Management (Consultant)

17.1 Team Meetings

An initial project team meeting, including both key agency staff and consultants, will be held to refine the work program and schedule and to clarify responsibilities. Additionally, monthly meetings of the project team will be held. These meetings may take the form of conference calls.

Deliverables – Monthly progress meetings

17.2 Project Management

Regular project management duties, including issuing monthly invoices and progress updates.

Deliverables – Monthly invoices and progress updates

17.3 Policy Advisory Committee (PAC)

WCCTAC will act as the Policy Advisory Committee (PAC) for the study. PAC Meetings will be held periodically for the duration of the project and can coincide with regular WCCTAC Board meetings. The consultant will provide memorandums and other materials (PPT presentations, etc.) for these meetings. The consultant will also provide status reports as required for other policy boards involved in the study. Meeting summaries will be documented.

Deliverable – Memoranda and other supporting material (graphics, boards, PPTs, etc.) for policy board meetings.

17.4 Technical Advisory Committee (TAC)

Form a Technical Advisory Committee (TAC) based on the WCCTAC TAC, but with additional invitees that may include MTC, Caltrans, CCTA, Capitol Corridor, or other public or private stakeholders. Meetings will be held as needed for the duration of the project, and a meeting summary will be documented. Consultant will provide draft memoranda and other materials (PPT presentations, etc.) updating project status for the TAC's review prior to presenting it to various policy boards or subcommittees involved in the study.

Deliverable – Meeting Notes. Draft memoranda and other supporting material (graphics, boards, PPTs, etc.) for TAC to review prior to policy board meetings.

EXHIBIT B

COMPENSATION SCHEDULE

Name	Direct Salary Rate thru 7/31/16	Overhead Including FCC	Fee on Direct Salary/OH Less FCC	Bill Rate thru 07/31/2016
PARSONS BRINCKERHOFF				
Paul Arnold	\$78.27	157.30%	10.00%	\$221.52
Ryan Avery	\$47.75	157.30%	10.00%	\$135.13
James Bourgart	\$116.35	157.30%	10.00%	\$329.28
Don Emerson	\$114.32	157.30%	10.00%	\$323.52
John Fisher	\$98.72	157.30%	10.00%	\$279.38
Andrea Glerum	\$97.74	157.30%	10.00%	\$276.60
Lauren Isaac	\$78.75	157.30%	10.00%	\$222.85
Rebecca Kohlstrand	\$105.44	157.30%	10.00%	\$298.41
Tony Mendoza	\$77.96	157.30%	10.00%	\$220.62
Tam Tran	\$57.00	157.30%	10.00%	\$161.31
Gregory Schwartzkopf	\$36.01	157.30%	10.00%	\$101.91
Luis Arciniega	\$35.43	157.30%	10.00%	\$100.26
Paul McCauley	\$98.82	157.30%	10.00%	\$279.67
John Lowery	\$43.52	157.30%	10.00%	\$123.17
Nate Macek	\$74.40	157.30%	10.00%	\$210.54
Alana Callagy	\$45.64	157.30%	10.00%	\$129.16
Pamela Kwan	\$66.54	157.30%	10.00%	\$188.30
Albert Cheung	\$38.15	157.30%	10.00%	\$107.96
Amanda Vandergrift	\$33.59	157.30%	10.00%	\$95.05
Salvador Montes	\$29.32	157.30%	10.00%	\$82.97
CIRCLEPOINT				
Scott Steinwert	\$90.03	189.00%	10.00%	\$286.21
Ivy Morrison	\$53.54	189.00%	10.00%	\$170.08
Jonathan Bair	\$35.62	189.00%	10.00%	\$113.16
Amy Huang	\$27.54	189.00%	10.00%	\$87.48
Tracy Cook	\$28.02	189.00%	10.00%	\$89.01
Amie Krager	\$29.02	189.00%	10.00%	\$92.19
Kirk Nelson	\$35.71	189.00%	10.00%	\$113.45
ECONOMIC & PLANNING SYSTEMS				
Walter Kieser	\$108.47	230.00%	10.00%	\$393.76
Darin Smith	\$71.50	230.00%	10.00%	\$259.55
Edward Sullivan	\$56.09	230.00%	10.00%	\$203.60
Nerissa De Jesus	\$35.91	230.00%	10.00%	\$130.35
KIMLEY-HORN				
Jeffrey Allen	\$80.21	194.16%	10%	\$259.48
Randy Durrenberger	\$77.24	194.16%	10%	\$249.88
Adam Dankberg	\$51.66	194.16%	10%	\$167.12
John Morris	\$79.72	194.16%	10%	\$257.90
Luke Schwartz	\$42.82	194.16%	10%	\$138.52
Zach Miller	\$36.66	194.16%	10%	\$118.59
Tyler Shaffer	\$36.41	194.16%	10%	\$117.79
Admin Support	\$30.70	194.16%	10%	\$99.32
KITTLESON & ASSOCIATES INC.				
Damian Stefanakis	63.59	205.17%	10%	\$213.38
Mike Aronson	61.51	205.17%	10%	\$206.48
Lilian Tsang	46.43	205.17%	10%	\$155.85
Daphne Dethier	33.67	205.17%	10%	\$113.01
Laurence Lewis	58.23	205.17%	10%	\$195.46
Darryl Depencier	38.91	205.17%	10%	\$130.60
Jon Somerville	31.52	205.17%	10%	\$105.80
Andi Hawley	24.20	205.17%	10%	\$81.24
RL BANKS				
Charles Banks	61.77	284.18%	10%	\$261.03
Ken Withers	61.77	284.18%	10%	\$261.03
Tom Messer	53.27	284.18%	10%	\$225.14
John McLaughlin	53.27	284.18%	10%	\$225.14
Davidson Ward	36.07	284.18%	10%	\$152.44
Lorraine Hart	12.10	284.18%	10%	\$51.12
VALLIER DESIGN ASSOCIATES				
Marcia Vallier	48.61	154.00%	10%	\$135.81
Alan Wolken	51.17	154.00%	10%	\$142.96
Nick Burke	30.96	154.00%	10%	\$86.49
Christine Metzger	25.58	154.00%	10%	\$71.48
Christina Jirachachavalwong	33.46	154.00%	10%	\$93.50
M LEE CORPORATION				
Martin Lee	81.87	136.00%	10%	\$212.53
Jim Burmann	73.68	136.00%	10%	\$191.27
Asia Kan	61.40	136.00%	10%	\$159.39
Franklin Lee	56.28	136.00%	10%	\$146.11

EXHIBIT C

PROVISIONS REQUIRED FOR FEDERALLY-FUNDED CONTRACTS

1. ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by WCCTAC, WCCTAC will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a WCCTAC Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both WCCTAC and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by WCCTAC, and notification to proceed has been issued by WCCTAC'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to WCCTAC and signed by an authorized representative of WCCTAC. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by WCCTAC.

- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by WCCTAC'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due WCCTAC that include any equipment purchased under the provisions of Article 17 Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to WCCTAC's Contract Administrator at the following address:

John Nemeth, Executive Director
WCCTAC
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by WCCTAC for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by WCCTAC for all Task Orders resulting from this contract shall not exceed \$ 1,100,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

2. COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to WCCTAC.

3. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by WCCTAC'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by WCCTAC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by WCCTAC will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA'S workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by WCCTAC contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by WCCTAC at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

4. CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, WCCTAC has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by WCCTAC and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting WCCTAC's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

6. STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

6.1 Subconsultants

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency 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 Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by WCCTAC's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- D. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- E. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

6.2 Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the WCCTAC deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the WCCTAC and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting WCCTAC consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

6.3 Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry

practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

6.4 Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

6.5 DBE Records

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6.6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

7. NON-DISCRIMINATION

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

8. SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by WCCTAC'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by WCCTAC's Contract Administrator prior to the start of work by the subconsultant.

9. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to WCCTAC's operations, which are designated confidential by WCCTAC and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by WCCTAC relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or WCCTAC's actions on the same, except to WCCTAC's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by WCCTAC, and receipt of WCCTAC'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

10. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT 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 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

11. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by WCCTAC. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

12. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to WCCTAC.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

13. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with WCCTAC that may have an impact upon the outcome of this contract, or any ensuing WCCTAC construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing WCCTAC construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

14. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any WCCTAC employee. For breach or violation of this warranty, WCCTAC shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

15. PROHIBITION OF EXPENDING WCCTAC STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or WCCTAC appropriated funds have been paid, or will be paid by- or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any

federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

16. OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in WCCTAC; and no further agreement will be necessary to transfer ownership to WCCTAC. CONSULTANT shall furnish WCCTAC all necessary copies of data needed to complete the review and approval process.
- B. 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 construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by WCCTAC of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by WCCTAC of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. WCCTAC may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

17. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by WCCTAC's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by WCCTAC's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, WCCTAC shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit WCCTAC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established WCCTAC procedures; and credit WCCTAC in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by WCCTAC and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by WCCTAC." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

18. STATE PREVAILING WAGE RATES

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

EXHIBIT D

REQUIRED FEDERAL FORMS

Forms to be Submitted with the Proposal

- 10-F: Certification of Consultant, Commissions & Fees
- 10-O1: Consultant Proposal DBE Commitment
- 15-H: Good Faith Efforts
- 12-G: Debarment and Suspension Certification
- 10-P: Nonlobbying Certification for Federal-Aid Contracts
- 10-Q: Disclosure of Lobbying Activities *(Complete & submit if applicable)*

Forms to be Submitted for Contract Award

- 10-K: Consultant Certification of Contract Costs and Financial Management System
- 10-O2: Consultant Contract DBE Information

Form to be Submitted at Contract Completion

- 17-F: Final Report – Utilization of Disadvantaged Business Enterprises

Exhibit 10-F, Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____,
and duly authorized representative of the firm of _____, whose address
is _____ and that, except as
hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

Distribution: 1) Local Agency Project File (original & Contract)
2) DLAE (copy)

EXHIBIT 10-O1 Consultant Proposal DBE Commitment

(Inclusive of all DBEs at time of proposal. Please refer to instructions on next page.)

Consultant to Complete this Section			
1. Local Agency Name:	_____		
2. Project Location:	_____		
3. Project Description:	_____		
4. Consultant Name:	_____		
5. Contract DBE Goal %:	_____		
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number:	_____		
17. Federal-aid Project Number:	_____		
18. Proposed Contract Execution Date:	_____		
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature	
_____		_____	
19. Local Agency Representative Name (Print)		12. Preparer's Name (Print)	
_____		_____	
20. Local Agency Representative Signature	21. Date	13. Preparer's Title	
_____	_____	_____	
22. Local Agency Representative Title	14. Date 15. (Area Code) Tel. No.		
_____	_____		
23. (Area Code) Tel. No.	_____		

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant’s firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant’s name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item “6. Contract DBE Goal”, a Good Faith Effort (GFE) is required.
11. **Preparer’s Signature** – The person completing this section of the form for the consultant’s firm must sign their name.
12. **Preparer’s Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer’s Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

LOCAL AGENCY SECTION:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Exhibit 15-H DBE Information — Good Faith Efforts
DBE Information - Good Faith Efforts

Federal-aid Project No. _____ Proposal Due Date _____

The West Contra Costa Transportation Advisory Committee established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
.....
.....
.....
.....
.....

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
.....
.....
.....
.....
.....

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<i>Items of Work</i>	<i>Bidder Normally Performs Item (Y/N)</i>	<i>Breakdown of Items</i>	<i>Amount (\$)</i>	<i>Percentage Of Contract</i>
.....				
.....				
.....				
.....				

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
.....
.....
.....

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Exhibit 12-G Debarment and Suspension Certification (Prime)

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

(Date) _____
(Signature)

Exhibit 12-G Debarment and Suspension Certification (Subconsultants*)

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The prospective lower tier participant certifies to the best of its knowledge and belief , that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

(Date) _____
(Signature)

**Estimated contract value over \$25,000*

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

NONLOBBYING CERTIFICATION

FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this bid or proposal to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signature - Authorized Representative

Exhibit 10-Q Disclosure of Lobbying Activities¹

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year quarter</p> <p>date of last report</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier , if known</p> <p>Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>12. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> a. one-time fee</p> <p><input type="checkbox"/> a. commission</p> <p><input type="checkbox"/> a. contingent fee</p> <p><input type="checkbox"/> a. deferred</p> <p><input type="checkbox"/> a. other, specify:</p>	
<p>13. Form of Payment (check all that apply)</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> a. in-kind, specify: Nature: Value:</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No.: Date:</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Standard Form LLL Rev. 04-28-06

¹ *Submit this form only if required under paragraph (2) of the Nonlobbying Certification.*

Instructions for Completion of SF-LII, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10.
 - a. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
 - b. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number. Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$_____ and the number of States in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Contact Information:

Email: _____

Phone number: _____

Date of Certification (mm/dd/yyyy): _____

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.*

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

- Distribution:** 1) Original to Caltrans Audits and Investigations
 2) Retained in Local Agency Project Files

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

(Inclusive of all DBEs at contract award. Please refer to instructions on next page.)

Consultant to Complete this Section			
1. Local Agency Name:	_____		
2. Project Location:	_____		
3. Project Description:	_____		
4. Total Contract Award Amount:	\$ _____		
5. Consultant Name:	_____		
6. Contract DBE Goal %:	_____		
7. Total Dollar Amount for <u>all</u> Subcontractors:	_____		
8. Total Number of <u>all</u> Subcontractors:	_____		
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE / DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ _____
20. Local Agency Contract Number:	_____		14. Total %Claimed
21. Federal-aid Project Number:	_____		
22. Contract Execution Date:	_____		_____ %
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		_____	
23. Local Agency Representative Name (Print)		15. Preparer's Signature	
24. Local Agency Representative Signature	25. Date	16. Preparer's Name (Print)	
26. Local Agency Representative Title	27. (Area Code) Tel. No.	17. Preparer's Title	
Caltrans to Complete this Section		18. Date	19. (Area Code) Tel. No.
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		_____	
28. DLAE Name (Print)	29. DLAE Signature	30. Date	

- Distribution:**
- (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 - (2) Copy – Include in award package sent to Caltrans DLAE
 - (3) Original – Local agency files

INSTRUCTIONS – CONSULTANT CONTRACT AWARD DBE INFORMATION

CONSULTANT SECTION

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all Subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as Subconsultants on the Exhibit 10-01 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

LOCAL AGENCY SECTION:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

CALTRANS SECTION:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

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TO: WCCTAC Board

DATE: March 27, 2015

FR: Joanna Pallock, Project Manager

RE: Follow-Up on the Five Year Review of Measure J Student Bus Pass Program (SBPP)

REQUESTED ACTION

Receive follow-up information from staff and provide additional direction to staff as needed.

BACKGROUND AND DISCUSSION

At the January, 23 2015 Board meeting WCCTAC and WCCUSD staff, responsible for the administration of the Student Bus Pass Program (SBPP) under Measure J, presented a five year overview of the program’s impacts and challenges.

The WCCTAC Board had numerous questions about the program and suggestions on ways to enhance it. There were discussions about: the number of students being served today, the number of eligible students at the middle and high school level, the role of the Clipper card in the program, the details of WestCAT’s fare structure, opportunities to include the John Swett School District, opportunities to include all students, and potential funding sources.

At the March 27, 2015 Board meeting, Joanna Pallock of WCCTAC staff and Marin Trujillo, Community Engagement Coordinator of the West Contra Costa Unified School District (WCCUSD), will provide a follow-up PowerPoint presentation to last month’s discussion.

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TO: WCCTAC Board

DATE: March 27, 2015

FR: John Nemeth, Executive Director

RE: TDM Program – Focused Bike Parking Installation on San Pablo Avenue

REQUESTED ACTION

Provide direction to staff on whether the Transportation Demand Management (TDM) program should prioritize the installation of bicycle racks on San Pablo Avenue, in partnership with local jurisdictions and local businesses.

BACKGROUND AND DISCUSSION

Under the TDM Commute Incentive Program, both Measure J and TFCA funds are available for the procurement of bicycle lockers and racks to support and encourage bicycle use to employment sites, retail centers, schools, colleges, and public buildings. Last year, WCCTAC installed (16) bicycle racks at Contra Costa College. This information was included in a general TDM Program update presentation to the Board at the October 23, 2014 meeting. The Board inquired about the possibility of bicycle rack installation along San Pablo Avenue, in a distributed way, using TDM or other funds. Staff agreed to return to the Board with more information about this possibility.

At the February 12th TAC meeting, staff discussed the subject of bicycle racks on San Pablo Avenue, including: existing inventories, opportunity areas, current plans and to install more racks, and funding sources. WCCTAC staff then conducted a field survey from El Cerrito to Crockett to understand what bicycle parking currently exists and which areas have the best potential for new racks. On March 12, 2015, the findings were discussed with the WCCTAC TAC.

Some stretches of San Pablo Avenue are not ideal locations for bike racks given adjacent land uses and the lack of commercial activity along the street. There are other parts of San Pablo Avenue, however, that are very suitable and could benefit from the installation of additional racks. WCCTAC's TDM Program has the ability to use TDM funds to both purchase racks and to contract for installation, so that racks could be installed at no cost to cities. Implementing a number of racks across more than one jurisdiction as part of a single effort could be more cost effective than implementing racks in a more piecemeal manner.

If the Board concurs, WCCTAC staff could work with staff from all five cities and the County to identify precise locations for new racks, with a focus on San Pablo Avenue. As a part of that process, WCCTAC could also do outreach to adjacent local businesses to

ensure that there are no objections to proposed rack locations. In the current fiscal year (FY15), there is about \$25,000 available for this purpose. That is enough funding to purchase and install about 40-100 racks, depending upon the style of the rack selected (which could vary by jurisdiction). If unused, these funds will roll into the next fiscal year. There will be additional funds available after July, in the next fiscal year (FY16) for bike parking expansion.



Project Overview

The Project will reduce congestion on the Richmond-San Rafael (RSR) Bridge by converting the existing shoulder on eastbound I-580 to a 3rd travel lane between Sir Francis Drake Boulevard (Marin County) and Marine Street (Contra Costa County).

To allow for the 3rd eastbound travel lane and maintain bicycle access to Point Molate, the Project will upgrade the current bicycle access that relies on the I-580 shoulder with a separate bicycle/ pedestrian path on the north side of I-580 adjacent to westbound traffic.

The Project will also install a movable concrete barrier system on the upper deck of the Richmond San Rafael Bridge to convert the existing freeway shoulder to a barrier separated path for bicycles and pedestrians.

3rd Eastbound Lane on I-580 Freeway

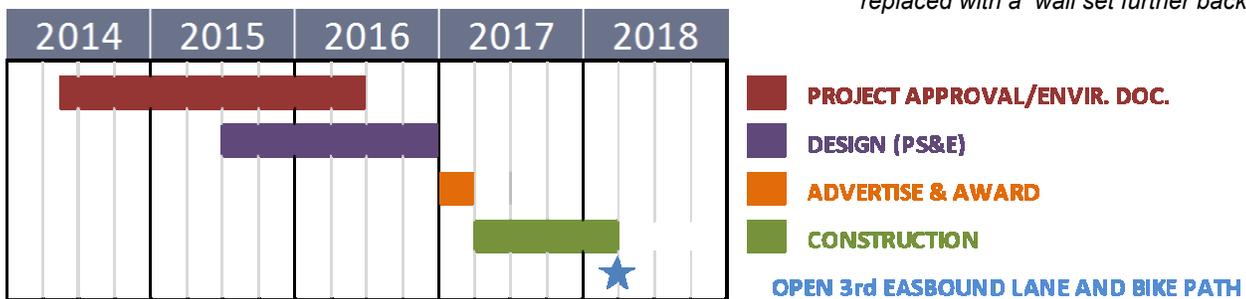
Converting the existing freeway shoulder into a 3rd eastbound travel lane will reduce congestion currently experienced during peak commute hours by creating an additional general purpose lane. The third lane will require the reconstruction of some components of the freeway to accommodate the additional traffic. These include:

- Reconstruction of Main Street On-Ramp and with a retaining wall to improve the traffic merge with the new 3rd lane .
- Replace pavement structural section on bridge approach to accommodate traffic loads.
- Reconstruct retaining wall in Richmond to achieve a safe sight distance for vehicles traveling in the new eastbound lane.
- Provide a barrier separated bicycle and pedestrian access to Point Molate.

Bicycle-Pedestrian Path across RSR Bridge

To complete the path across San Francisco Bay, the westbound shoulder on the RSR Bridge will be converted into a movable barrier separated bicycle-pedestrian path. The movable barrier will allow Caltrans and BATA to complete bridge maintenance activities during short duration closures of the path. These closures will typically occur at night. The path will be 10 ft wide and will comply with standards outlined by the Americans with Disabilities Act.

Project Schedule (January 2015)



Project Benefits

- Reduces traffic congestion in eastbound direction of I-580 in Marin County
- Provides bicycle and pedestrian access between Contra Costa and Marin Counties

Cost Estimate (January 2015)

Cost Estimate by major project element	
3rd I-580 Eastbound Lane	\$30 M
RSR Bridge—Bicycle Pedestrian Path	\$29 M
Contingency	\$15 M
Total	\$74 M



Above: Eastbound I-580 requires widening in Contra Costa County to accommodate the 3rd eastbound lane. The retaining wall shown must be removed and replaced with a wall set further back from I-580.

For more information visit www.mtc.ca.gov or contact MTC Public Information at (510) 817-5757.

I-580 Access Improvement Project

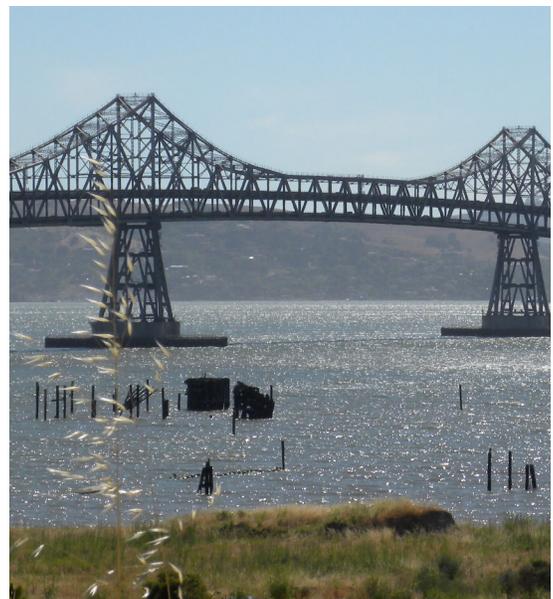


Going Green! Connecting Marin County and Contra Costa County for Bicyclists and Pedestrians

For the first time ever the Richmond-San Rafael Bridge will connect the Bay Trail between Contra Costa and Marin Counties for bicyclists and pedestrians. Adding another link to the future 500-mile bicycle and hiking network benefits residents in both counties. The proposed path will begin in Richmond at Marine St and continue adjacent to westbound 580 to Main Street in San Rafael. A mix of permanent and moveable barriers will separate bicyclists from vehicle traffic.



Above: A rendering shows the proposed 10-foot bi-directional bicycle-pedestrian path on the upper deck of the Richmond San Rafael Bridge. Path users will be separated from traffic by a movable concrete barrier system similar to the one installed on the Golden Gate Bridge in January 2015.



WCCTAC

West Contra Costa Transportation Advisory Committee

El Cerrito

January 28, 2015

Hercules

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

Pinole

RE: WCCTAC Board Meeting Summary

Dear Randy:

Richmond

The WCCTAC Board, at its January 23, 2015 meeting, took the following actions that may be of interest to CCTA:

San Pablo

1. Appointed CCTA representatives and elected a WCCTAC Board Chair and Vice Chair. Director Tom Butt (Richmond) will remain the odd year appointment for CCTA representative, with Sherry McCoy (Hercules) continuing to serve as the Alternate. Sherry McCoy will also be the new WCCTAC Chair, with Director Abelson moving to the Vice Chair position.

Contra Costa
County

2. Approved the use of Measure J 22b funding for Richmond ferry operations and also approved terms to serve as the basis for an agreement between CCTA and WETA.

AC Transit

3. Heard five year progress report on the West County Student Bus Pass Program. Board asked staff to prepare a future update and pursue options for adding more students to the program.

BART

Sincerely,



WestCAT

John Nemeth
Executive Director

cc: Danice Rosenbohm, CCTA; Lynn Overcashier, TRANSPAC; Jamar Stamps, Robert Sarmiento, TRANSPLAN; Andy Dillard, SWAT



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

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

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