



**REQUEST FOR PROPOSALS  
FOR  
PLANNING AND ENGINEERING SERVICES  
FOR THE  
WEST CONTRA COSTA COUNTY EXPRESS BUS IMPLEMENTATION PLAN  
WCCTAC RFP NO. R18-01**

April 6, 2018

The West Contra Costa Transportation Advisory Committee (WCCTAC) invites you to submit a proposal to provide planning and engineering services for the West Contra Costa County Express Bus Implementation Plan. The performance period is for an initial period of 22 months from June 2018 through April 2020.

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

This contract will be funded with Caltrans' Sustainable Communities Grant funds and Measure J and/or other local funds.

The RFP documents have been posted online at [http://www.wcctac.org/app\\_pages/view/72](http://www.wcctac.org/app_pages/view/72). To sign up for optional email notifications of important updates regarding this RFP only, please email [LGREENBLAT@wcctac.org](mailto:LGREENBLAT@wcctac.org). visit

**The Optional Pre-Proposal Meeting is scheduled for Monday, April 16, 2018, at 3:00 p.m. Pacific Time (PT); email [LGREENBLAT@wcctac.org](mailto:LGREENBLAT@wcctac.org) to register to attend.**

**Proposals are due on Monday, May 1, 2018, at Noon, PT.**

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

Sincerely,

A handwritten signature in blue ink that reads "John Nemeth". The signature is fluid and cursive, with the first name "John" and last name "Nemeth" clearly distinguishable.

John Nemeth  
Executive Director

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# **REQUEST FOR PROPOSALS**

**Issued by the**

**West Contra Costa Transportation Committee**

**for**

**Planning and Engineering Services**

**for the**

**West Contra Costa County Express Bus  
Implementation Plan**

**WCCTAC RFP No. R18-01**

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# INTRODUCTION

## Agency Backgrounds

While WCCTAC will serve as the lead agency, it has partnered with WestCAT and AC Transit to develop the Scope of Work. WCCTAC expects that WestCAT and AC Transit will be closely involved in the development of the Implementation Plan.

### *WCCTAC*

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

### *AC Transit and WestCAT*

WestCAT is a public transportation service in western Contra Costa County. It is a service of the Western Contra Costa Transit Authority. The Western Contra Costa County Transit (WestCAT) was established in August 1977 as a Joint Exercise of Powers Agreement between Contra Costa County and the cities of Hercules and Pinole. It was created with the purpose of owning, operating and administering a public transportation system serving the area between the Richmond/El Sobrante border to the west and the Al Zampa Memorial Bridge to the east. WestCAT is governed by a 7-member Board of Directors and supported by professional staff of seven. The two cities of Pinole and Hercules are each represented by two board members, while the unincorporated communities of Crockett, Rodeo, and Montalvin Manor each have one representative, appointed by the Contra Costa Board of Supervisors.

AC Transit is an Oakland-based public transit agency serving the western portions of Alameda and Contra Costa counties in the East Bay of the San Francisco Bay Area. AC Transit also operates "Transbay" routes across San Francisco Bay to San Francisco and selected areas in San Mateo and Santa Clara counties. AC Transit is constituted as a special district under California law. It is governed by seven elected members. It is not a part of or under the control of Alameda or Contra Costa counties or any local jurisdictions.

## Plan Funders

Funding for the plan's development comes from Caltrans via Additional Sustainable Communities Grants from Senate Bill 1 – The Road Repair and Accountability Act of 2017. Local matching funds are from Contra Costa County's Measure J's Transportation Sales Tax 28b fund and WCCTAC's in-kind contribution.

## SECTION I

### 1. GENERAL CONDITIONS

#### A. Cooperation

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

#### B. Examination of Proposal Documents

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

#### C. Governing Law

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

#### D. Levine Act – Government Code Section 84308

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

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

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

#### E. Limitations

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

#### **F. Public Records**

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

#### **G. Rights of WCCTAC**

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

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

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

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

#### **H. Withdrawal of Proposal Submittal**

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

#### **I. Work Scope Modifications**

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

#### **J. Conflict of Interest**

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

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

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

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

#### **K. Proposal/Bid Protest Procedure**

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

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

#### **L. Pre-Award/Post-Award Audit**

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



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

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

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

#### **M. Equal Employment Opportunity**

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

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

#### **N. Subconsultants**

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

## **O. Identification of Documents**

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

## **P. Public Contract Code**

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

## **2. CONTRACT REQUIREMENTS**

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

### **A. Exceptions to the WCCTAC Sample Professional Services Contract**

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

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

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

### **B. Invoicing Requirements**

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

### **C. Insurance Requirements**

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

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

## SECTION II

### 1. RFP INFORMATION

#### A. RFP Description

WCCTAC intends to retain a planning and engineering services consultant or consultant team to develop a practical and implementable express bus implementation plan for West Contra Costa County including existing and new and/or expanded service to Berkeley, Emeryville, Oakland and San Francisco. The planning effort will include extensive, creative and engaging public outreach. Consulting work will include refining travel markets, routes and stop locations; pedestrian and bicycle connectivity and gaps; identification of transit preferential/priority treatments; identification of capital investments; hours of operation and schedules; operating and maintenance costs; potential funding sources; marketing and branding; operational and management agreements. This plan will build off of existing transportation and land use planning efforts that have been completed in the corridor. The plan's development will need to be consistent with the scope of work and requirements set forth in WCCTAC's grant proposal and with the requirements of California Department of Transportation (Caltrans) Caltrans and CCTA, the primary funding agencies.

#### *Transportation Setting*

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

The primary vehicular route through this sub-region is Interstate 80 (I-80), which runs from the Carquinez Bridge to the Alameda County line and has long been documented as one of the most congested freeway corridor in the region. It is routinely congested during peak commute hours, often in both directions, with the southbound (also known as the westbound) direction being the peak commute direction in the morning and the northbound (also known as the eastbound) direction being the peak commute direction in the evening. Severe congestion is also present during off-peak hours and weekends. While some of the traffic originates or terminates in West Contra Costa, much of it is just passing through. Traffic congestion within the corridor not only restricts mobility for local residents, it also impacts goods movement and commercial enterprises. In addition, the high traffic volumes and congestion contribute to local pollution and greenhouse gas emissions.

San Pablo Avenue is a major arterial road that runs generally north-south parallel to I-80 and sometimes functions as an alternative to I-80. It links each jurisdiction in West Contra Costa and is a key commercial thoroughfare that serves as a kind of "Main Street" for the sub-region. It's also the most important corridor in the sub-area for inter-city travel.

#### *Transit in West Contra Costa*

Most of the population of West Contra Costa is in the AC Transit service area, including El Cerrito, Richmond, San Pablo and part of El Sobrante. AC Transit provides numerous local routes, express bus service to San Francisco, and “Rapid” bus service on San Pablo Avenue. San Pablo Avenue and McDonald Avenue (which links San Pablo Avenue to downtown Richmond) are the two main corridors in AC Transit service area in West Contra Costa.

The northern part of West Contra Costa is served by WestCAT, which provides local bus service in Crockett, Rodeo, Hercules, Pinole, and parts of El Sobrante. WestCAT also provides express bus service to the El Cerrito del Norte BART Station and to San Francisco.

The BART rail system partially serves West Contra Costa and terminates in central Richmond. There are three stations in West County (El Cerrito Plaza, El Cerrito Del Norte Station and Richmond, the lines terminus). Richmond is the last stop, but due to its proximity west of I-80, Del Norte functionally serves as the terminus station. As the functional terminus, the Del Norte station has the highest ridership of all BART Stations in Contra Costa County. Located close to I-80 and with a large parking area, the Del Norte Station captures some commuters traveling south in the AM. It is also serves as a hub for local and regional bus routes. Parking at the Del Norte Station fills daily and reaches capacity early in the morning.

Two freight railroads also traverse the West County sub-region: the Union Pacific (UP) line and the Burlington Northern Santa Fe (BNSF) line. The UP line hosts the Capital Corridor commuter rail service, which runs from Auburn to San Jose. At present, there is only one stop for this service in West Contra Costa, at the Richmond BART Station, although another stop is planned for Hercules. Finally, there is ferry service planned for the Richmond waterfront (Ford Peninsula) which is expected to be operational by 2017. Ferry service is also proposed in Hercules.

Across the Bay Area there are major investments being made in high capacity transit in numerous corridors. The potential benefit of improving high capacity transit in West Contra Costa include: greater mobility for local residents, mitigating future increased levels of congestion on the freeways, addressing air quality and other environmental concerns, catalyzing economic development, and meeting the objectives of local general plans and the regional Sustainable Communities Strategy. Improving high capacity transit is a goal in the West Contra Costa’s “Action Plan”, a policy document that is incorporated in the Countywide Transportation Plan.

### ***Project Limits***

The project is focused on providing express bus service to the communities of Hercules, Pinole, San Pablo, Richmond and unincorporated Contra Costa County with destinations in West Berkeley, Emeryville, Oakland/Jack London Square, and San Francisco.

### ***Past and On-going Planning***

Numerous recent studies and work have evaluated and made recommendations regarding West County Express Bus Service. These include:

- WCCTAC’s West County High Capacity Transit Study, May 2017

- CCTA's Express Bus Study Update, 2017
- MTC's Managed Lanes Implementation Plan, 2017
- WCCTAC's West County Action Plan for Routes of Regional Significance, December 2014
- Alameda CTC in partnership with WCCTAC and CCTA San Pablo Avenue Multi-modal Corridor Study, on-going
- Regional Measure 3 Expenditure Plan
- Numerous local bicycle/pedestrian plans, specific plans, and other plans identify potential for additional development and improved transportation options in the corridor.
- Alameda CTC and CCTA have each developed a PDA Investment and Growth Strategy that sets forth the planned development of each PDA along the San Pablo Avenue corridor.

### *Study Purpose*

This study seeks to build off the high-level planning done in the efforts noted above in order to advance the new and expanded express bus concepts and to prepare and finalize appropriate implementation documents. WCCTAC is embarking on this corridor study for several reasons:

- *Improve transit performance and increase ridership:* Despite its strongly transit-supportive land use, transit service in this corridor suffers delays and poor on-time performance due to severe traffic congestion on several key segments, including I-80 and near BART stations. In order to increase transit ridership in support of regional and local sustainability goals, local development plans, and growth in PDAs, improving transit performance of express bus service is critical.
- *Accommodate anticipated growth:* Improving the person throughput of major corridors like I-80 provides one of fastest ways of expanding the capacity of the transportation system. New housing and jobs anticipated to develop along the corridor may result in higher traffic volumes. At the same time, the feasibility of adding new lanes on I-80 is limited given the corridor's built-out nature and right-of-way constraints along much of the corridor. New capacity to accommodate growth must be gained through efficiency improvements within the existing right-of-way, and through development of more robust and effective non-auto options to enable more expedient reliable travel via all modes.
- *Provide Direct Service and Alternative Routing from BART and Existing Service:* No direct express bus service connects West County with employment centers in West Berkeley, Emeryville and Oakland/Jack London Square. That trip would require most transit users to make a "three-seat trip" by using multiple transit providers. The services being proposed would introduce new, direct services from Contra Costa to Alameda County or supplement existing service to San Francisco. Existing express bus service to San Francisco is at or nearing capacity and/or

may not be serving emerging employment centers in San Francisco. Prior travel market analysis showed a need for a high-capacity option serving areas where BART doesn't go.

- *Stakeholder buy-in.* In order to transition from high-level planning to an implementable express bus service plan, it is necessary to ensure that alternatives are consistent with how residents, employers, employees, and other stakeholders use the I-80 corridor (or wish to use the corridor) and to assess the acceptability of proposed modifications to the corridor.
- *Improve access to jobs.* The West County High Capacity Transit Study determined that there were unmet and underserved travel markets in West County. Using current transit options may not provide sufficient access to jobs for West County residents and employers. Implementing new and expanded express bus service should improve access to job centers.
- *Convenience and comfort.* To attract new transit riders, new and expanded express bus service should be designed to provide a comfortable and quality trip for all users.

#### **B. Scope of Work**

1. **Scope of Work, Deliverables, and Staffing** – The work to be performed under contract based on this RFP is described in **Appendix A** (Required Scope of Work, Deliverables, and Staffing) attached hereto and hereby incorporated herein.
2. **Period of Performance** – The period of performance for this contract will be for an initial period of 24 months, from approximately June 7, 2018 through April 30, 2020; however, all billable work must be completed by February 28, 2020.
3. **Type of Payment** – Compensation for this contract is anticipated to be based on a time and materials model but is subject to the terms and conditions established as a result of negotiations.

#### **C. Reference Materials**

Refer to **Appendix B** for reference materials (e.g., project reports, maps, diagrams, etc.).

#### **D. Sole Point of Contact**

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

**Contact Person:** Leah Greenblat, Project Manager

**Email:** [LGREENBLAT@wcctac.org](mailto:LGREENBLAT@wcctac.org)

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

#### **E. Pre-Proposal Meeting (Optional)**

An optional, but recommended, pre-proposal meeting will be held at the WCCTAC offices located at 6333 Potrero Ave, Suite 100, El Cerrito, California as indicated in **Table 1** (RFP Schedule).

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

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

#### **F. Addenda/Clarifications**

It is the proposer's responsibility to review all addenda issued and posted by WCCTAC at [http://www.wcctac.org/app\\_pages/view/72](http://www.wcctac.org/app_pages/view/72). Proposers may sign up for email notifications of important updates about this RFP, as well as register for the pre-proposal meeting, at [LGREENBLAT@wcctac.org](mailto:LGREENBLAT@wcctac.org).

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested by the questions submission deadline, in writing via email to the Sole Point of Contact (as identified in **Section II.1.D**) with subject line "Questions – WCCTAC RFP No. R18-01." Responses to questions submitted by the deadline that may have a material impact on the proposal will be posted at [http://www.wcctac.org/app\\_pages/view/72](http://www.wcctac.org/app_pages/view/72), as well as provided to firms registered to receive email notifications of important updates about this RFP.

#### **G. RFP Schedule**

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

<b>TABLE 1: RFP SCHEDULE</b>	
<b>ACTIVITY</b>	<b>DATE/TIME</b>
<b>RFP issued.</b>	Friday, April 6, 2018
<b>Optional Pre-Proposal Meeting</b> held at WCCTAC offices. Please register at <a href="mailto:LGREENBLAT@wcctac.org">LGREENBLAT@wcctac.org</a> by 5:00 p.m. the day before the meeting.	Monday, April 16, 2018 3:00 p.m.
<b>Deadline for proposers to submit questions.</b> All questions must be directed by email to the Sole Point of Contact.	Wednesday, April 18, 2018 3:00 p.m.
<b>Final Addendum issued, if necessary.</b> Proposers may sign up for RFP email notifications at <a href="mailto:LGREENBLAT@wcctac.org">LGREENBLAT@wcctac.org</a> .	Friday, April 20, 2018 3:00 p.m.
<b>Proposal Due Date. LATE SUBMISSIONS WILL NOT BE ACCEPTED.</b>	Monday, May 1, 2018 Noon
<b>Anticipated Proposal Review.</b> Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	May 2-11, 2018
<b>Interviews, if necessary.</b>	Tuesday, May 16, 2018
<b>Anticipated Final Evaluation and Determination of Top-Ranked Firm.</b>	Thursday, May 18, 2018



TABLE 1: RFP SCHEDULE	
Anticipated WCCTAC Board Authorization for Executive Director to Negotiate and Execute Contract	Friday, May 25, 2018
Anticipated Contract Commencement.	Wednesday, June 7, 2018

## 2. PROPOSAL CONTENT AND FORMAT

### A. General Instructions

By the proposal due date, interested proposers shall submit:

- **Technical Proposal** (written proposal, **without cost proposal or cost elements**): six (6) hardcopies of the complete proposal, along with electronic files of the complete proposal in DOC/DOCX and PDF formats.
- **Cost Proposal** (sealed separately from the technical proposal and labeled “Cost Proposal Attachment,” as identified in **Section II.2.E.5**): One (1) hardcopy of the complete cost proposal, along with electronic files of the complete proposal in XLS/XLSX and PDF formats.

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

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

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

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

TABLE 2: PAGE LIMIT REQUIREMENTS	
SECTION OR CONTENT	INCLUDED IN PAGE LIMIT
Proposal Covers	—

<b>Letter of Transmittal (Section II.2.B)</b>	—
<b>Title Page (Section II.2.C)</b>	—
<b>Table of Contents (Section II.2.D)</b>	—
<b>Proposal Content (Section II.2.E)</b>	✓
<b>Cost Proposal (Section II.2.E.5)</b>	—
<b>List of Clients (Section II.2.F)</b>	—
<b>Qualifications and Reference Materials (Section II.2.F), including but not limited to:</b> <ul style="list-style-type: none"> <li>References related to previous projects similar to this project, or elements of this project, on which the firm worked.</li> <li>Reference for each subconsultant with a proposed budget over \$25,000.</li> <li>Summary of all contracts that members of your team (including subconsultants) have held with WCCTAC, WestCAT or AC Transit.</li> </ul>	✓
<b>List of Proposed Performance Measures (Section II.2.G)</b>	✓
<b>Required Forms and Certifications (Section II.2.H)</b>	—
<b>List of Potential Conflicts of Interest (Section I.1.J)</b>	—
<b>Resumes</b>	— Note: Resume shall not exceed 2 pages each.

**B. Letter of Transmittal**

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

**C. Title Page**

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

**D. Table of Contents**

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

**E. Proposal Content**

1. **Understanding the Required Scope of Work** – By presentation of a well-conceived work plan, this section of the proposal shall establish that the proposer understands WCCTAC’s objectives and work requirements and describe the proposer’s ability to satisfy those objectives and requirements. Additional items included that are not specifically requested in the RFP must be clearly described as “additional or optional tasks.”
  - a. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them.
  - b. Include a timetable for completing all work specified in Appendix A (Required Scope of Work, Deliverables and Staffing).
  - c. Identify any technical and procedural innovations that have been used successfully on other projects which may facilitate the performance of the services and which may not be specifically called out in this RFP.
  - d. Address risks and approach to controlling risks.
2. **Expertise and Approach** – This section should include a description of your team’s proposed approach to your assignment at WCCTAC, reflecting your understanding of WCCTAC’s needs, and detailing the expertise of the team, including all subconsultants, in specific areas of interest to WCCTAC.
  - a. Describe how your team’s expertise will be practically applied to fulfill the Scope of Work, including how the team will implement the contract, if awarded. This section may include key areas of consideration and the rationale for implementing the contract as proposed.
  - b. Identify how the team’s expertise and approach will add value to WCCTAC’s work. The key approach must include, at minimum, a one-page summary detailing the overall comprehensive approach for managing and implementing the full scope of work.
3. **Management Plan** – The proposal should describe your approach to client communications and coordination.
  - a. Describe methods of planning, scheduling, delivery of tasks, coordination meeting strategies and how the team will provide updated and accurate information to WCCTAC for the duration of the contract.
  - b. Describe how management of the team members and subconsultants will be handled as well as managing budgetary controls and avoiding exceeding resources allocated for specific tasks.
  - c. Describe how public outreach efforts will be coordinated and integrated into the process

and among the consultant team as well as inform the process.

4. **Staffing Plan and Availability** – Designate the Principal-in-Charge and the Project Manager who will serve as WCCTAC’s key contacts throughout the duration of the contract. The proposal should identify all key team members, describe their specific roles/responsibilities for this contract, and assurances as to their ability to provide the requested services in a responsive and timely manner. For firms with multiple offices, proposals must clarify which resources are available directly out of the local office. For all key team members, the proposal should include a brief resume describing similar contracts on which they have been involved and their role on that contract, their availability over the duration of this contract, and a description of the benefits the person brings to the team. Full resumes may be included in the proposal appendix. **Any substitution of key staff after submittal of the proposal or during the contract will require prior written approval from WCCTAC.**

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

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

5. **Cost Proposal** – Proposer shall submit, in hard copy and electronic copies (in Excel **and** PDF format), the following in one separately sealed envelope clearly labeled “Cost Proposal Attachment”:
  - a. The overall price and budget, showing the level of effort and cost breakdown by tasks identified in the scope.
  - b. Provide cost breakdown by subconsultants, if any, based on current certification at time of proposal submission.

The budget should include an estimate of hours for each task and for all team members, along

with their billing rates. **Billing rates must be broken down into direct salary, fringe, overhead, and profit rates, if any.** Note that the profit rate for this contract may not exceed 8% with a 3% allowed annual escalation rate. Detail the types of non-labor expenses for which you would expect to be reimbursed.

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

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

#### **F. References**

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

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

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

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

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

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

#### **G. Performance Measures**

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

Professional Services Contract.

## **H. Forms and Certifications**

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

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

## **3. PROPOSAL EVALUATION/CRITERIA**

### **A. Review for General Responsiveness**

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

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

### **B. Proposal Evaluation**

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

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

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

1. **Knowledge and Understanding** – Demonstrated understanding of the RFP objectives and work requirements. Methods of approach, work plan, and experience with similar

projects related to type of services. (40 points maximum)

2. **Management Approach and Staffing Plan** – Qualifications of project staff, particularly key personnel, especially the project manager, and key personnel's level of involvement in performing related work. (25 points maximum)
3. **Qualifications of the Proposer Firm** – Technical experience in performing work related to type of services; experience working with public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subconsultants; and assessments by client references. (25 points maximum)
4. **Capacity and Schedule** – Capacity and ability to provide quality personnel in a timeframe that meets the needs of WCCTAC. (10 points maximum)

**D. Proposer Interviews**

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

**E. Proposer Interview Criteria – 100 Points Possible**

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

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

**F. Award**

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

The Selection Review Panel will recommend award to the highest ranked respondents based on the final scoring from the Proposer Interview Criteria in **Section II.3.E** and will not

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

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## APPENDICES

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## A. Required Scope of Work, Deliverables, and Staffing

### SCOPE OF WORK: West Contra Costa Express Bus Implementation Plan

#### INTRODUCTION:

Express Bus service from the East Bay to San Francisco has long been a popular and effective mode of transit that complements BART's service. The recently completed West County High Capacity Transit Study (funded by WCCTAC, BART, CCTA, and MTC) determined that in addition to unmet demand to San Francisco, there is also a strong market and unmet need for Express Bus service *within* the East Bay, namely from West Contra Costa County to Alameda County job centers in Berkeley, Emeryville and Oakland. In fact, the Study concluded that expanded Express Bus service was one of the few transportation tools available to policy-makers to improve capacity in the short term in the heavily congested I-80 corridor.

The West Contra Costa Express Bus Implementation Plan will develop additional service to San Francisco from West Contra Costa County and lay the foundation for new and expanded express bus service within the East Bay. The timing of this Plan is critical. If approved by voters in 2018, Regional Measure 3 (RM3) will include \$25M for potential new bus services in the I-80 corridor. This Plan will define one of the services that will be eligible for that RM3 funding.

The planning area covers West Contra Costa (aka West County) and northern Alameda County. West County extends north to the Carquinez Bridge, west to the Bay, east to the foothills, and south to the Contra Costa-Alameda County lines. It includes the cities of El Cerrito, Richmond, San Pablo, Pinole and Hercules as well as significant portions of unincorporated Contra Costa County. In Alameda County, the planning area covers general employment areas in Berkeley, Emeryville and Oakland.

This new express bus service would expand transportation options for a diverse and disadvantaged part of the Bay Area and State. For example, many residents earn less than the State and County annual median income:

Average Median Income Comparison	
State of California	\$61,320
Contra Costa County	\$80,185
Unincorporated North Richmond	\$31,490
San Pablo	\$43,868
Richmond	\$54,857
Unincorporated Rodeo	\$64,089
Pinole	\$74,379

Educational attainment rates are lower than the State average for many West County communities.

High School or Higher Educational Attainment Comparison	
State of California	81.8%
San Pablo	63.7%
Unincorporated North Richmond	69.4%
Richmond	77.1%

Many residents in West County also have less access to vehicles in their household than the State and the County averages:

<b>Household with No Access to Vehicles Comparison</b>	
State of California	7.7%
Contra Costa County	5.9%
Unincorporated North Richmond	12.2%
San Pablo	11.3%
Richmond	10.5%
El Cerrito	7.3%
Pinole	7.2%

West Contra Costa County has a number of environmental justice issues. It has two interstate freeways, two busy freight rail lines, ports, refineries and a number of other industrial facilities. While all of this transportation and commercial infrastructure benefits the Bay Area it creates impacts for this sub-region. Impacts range from air quality, noise, and a lack of residential amenities. Unfortunately, West Contra Costa County hosts two of Contra Costa County's three highest-ranking census tracts (91-95 percentile) in CalEnviroScreen.

Key stakeholders include the WCCTAC member agencies, WestCAT, AC Transit, major employers primarily in Alameda County (U.C. Berkeley, Bayer Healthcare, Pixar, Oaks Card Club, etc.), local non-profit agencies that support equal employment opportunities for disadvantaged communities (various merchants associations, local workforce development boards, East Bay Economic Development Alliance, RichmondWorks, San Pablo Removing Barriers Job Readiness) and west Contra Costa community groups (neighborhood groups, religious organizations, etc.)

The scope of work shown below reflects the anticipated process and deliverables for the West Contra Costa Express Bus Implementation Plan. Much of the work will be conducted using specialized transportation and public outreach consultants. If, through the consultant proposal and selection process, there are efficiencies, creative outreach techniques, or modest scope changes proposed, the scope may be adjusted in consultation with Caltrans staff. WCCTAC and its partners do not anticipate any change in the requested grant funding amount.

#### **RESPONSIBLE PARTIES:**

The West Contra Costa Transportation Advisory Committee (WCCTAC) is a joint powers authority consisting of elected representatives from AC Transit, WestCAT, BART, El Cerrito, Richmond, San Pablo, Pinole, Hercules, and Contra Costa County. WCCTAC works on behalf of its member agencies to plan, advance, promote, and implement transportation improvements in or beneficial to West Contra Costa County. WCCTAC also serves as one of four regional transportation planning committees authorized by the Contra Costa Transportation Authority's Measure J half-cent sales tax measure.

While WCCTAC is listed as a sub-applicant, it will lead the project on behalf of and in close association with its grant study partners WestCAT and AC Transit. Additionally, WCCTAC will also coordinate with other West County jurisdictions as well as representatives from the cities of Berkeley, Emeryville and Oakland. WCCTAC recently served as the study-lead working with its member agencies on the West County High Capacity Transit Study. That study identified the proposed express bus service concept which is the focus of this grant application. The

proposed plan would be completed with the assistance of a consulting team, still to be selected through a competitive RFP process. WCCTAC anticipates the information and figures in this scope of work will not differ substantially and will not exceed the grant request amount.

#### **OVERALL PROJECT OBJECTIVES:**

- Develop a detailed plan for the implementation of additional express bus service to San Francisco and new intra-East Bay express bus service as identified in the recently approved West County High Capacity Transit Study.
- Seek meaningful community input to guide development of future express bus service in west Contra Costa County and northern Alameda County.
- Refine and/or develop express bus routes, bus stop locations, hours of operation and schedules for service between West Contra Costa, and San Francisco, Berkeley, Emeryville and Oakland/Jack London Square.
- Determine a branding scheme for the service and develop a marketing approach.
- Develop a memorandum of understanding for operating the new express bus service between West County and northern Alameda County.
- Identify all capital needs and estimate capital costs for the proposed service.
- Identify the operating and maintenance costs of the proposed service.
- Identify potential funding sources for capital, operating and maintenance costs
- Identify next steps needed to implement service.

#### **1. Project Initiation**

##### **Task 1.1: Administrative Kick-off Meeting with Caltrans**

- WCCTAC will hold a kick-off meeting with Caltrans staff, WestCAT staff, and AC Transit staff. The meeting purpose is review the scope, schedule and budget and to discuss administrative procedures and expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.
- Responsible Party: WCCTAC

##### **Task 1.2: Plan Management Coordination**

- Coordination between WCCTAC staff and the consultant will be conducted no less than monthly, or as needed, and will be conducted either face-to-face or via telephone. Caltrans, WestCAT and AC Transit staff will be invited to scheduled meetings and conference calls. These meetings and calls are to ensure good communication on upcoming tasks and to make sure the plan remains on time and within budget.
- Responsible Party: WCCTAC

##### **Task 1.3: RFP for Consultant Services**

- Develop and complete an RFP process in coordination with Caltrans, WestCAT and AC Transit staff for the selection of a consultant using the proper procurement procedures.
- Responsible Party: WCCTAC

##### **Task 1.4: Technical Advisory Committee**

- Establish a staff-level Technical Advisory Committee (TAC) to discuss, review, and provide feedback on technical aspects of the plan's development. The TAC will meet regularly to provide its guidance. It will include staff representatives from the following

jurisdictions and agencies: Hercules, Pinole, San Pablo, Richmond, El Cerrito, Contra Costa County, Berkeley, Emeryville, Oakland, AC Transit, WestCAT, BART, CCTA, ACTC and Caltrans.

- Responsible Party: Consultant and WCCTAC

#### **Task 1.5: Executive Leadership Team**

- Each agency participating on the TAC will designate an appropriate executive-level staff representative who may be called on to participate in an Executive Leadership Team, if necessary. Meetings of this body, or a subset of it, will only be called as necessary to ensure high-level buy-in and/or resolve conflicts if they arise.
- Responsible Party: Consultant and WCCTAC

#### **Task 1.6: Policy Advisory Coordination**

- Establish a policy advisory committee consisting of the WCCTAC Board of Directors, a Caltrans representative, and elected or appointed representatives from Emeryville, Berkeley, Oakland and San Francisco. Given that the study area does not correspond to just one jurisdictional boundary, meetings of this body will only be called as necessary to ensure high level buy-in and/or resolve conflicts if they arise.
- Responsible Party: Consultant and WCCTAC

<b>Task</b>	<b>Deliverable</b>
<i>1.1</i>	<i>Meeting Notes</i>
<i>1.2</i>	<i>Project Team Meeting Notes</i>
<i>1.3</i>	<i>Copy of RFP and Executed Consultant Contract</i>
<i>1.4</i>	<i>TAC Meeting Notes</i>
<i>1.5</i>	<i>Executive Leadership Team Meeting Notes, as needed.</i>
<i>1.6</i>	<i>Policy Advisory Committee Meeting Notes, as needed</i>

## **2. Public Outreach**

A major public outreach challenge is finding the potential transit riders to provide input on the express bus service. Aside from a small number of BART stations, there is currently no point-to-point transit service between West County and northern Alameda County in this underserved travel corridor. A significant amount of the outreach effort involves finding these potential transit riders at their places of employment and/or home neighborhoods to solicit their input. A key group we are seeking input from are those living in a disadvantaged community who may have fewer transportation options, lower-income, and more environmental, and health challenges. Based on WCCTAC's experience with the West County community, we understand that traditional meetings and workshops are not typically the best way of reaching residents including disadvantaged communities. WCCTAC had the most success using online formats and meeting residents at existing forums. This plan's outreach efforts are focused on bringing outreach tools to where people already are –whether it is online or in-person. The outreach efforts are particularly designed to reach members of disadvantaged communities where they

may live, work, travel, and socialize. To reach a broad audience, all public outreach information materials will be made available in both English and Spanish. In-person outreach efforts will utilize bilingual (Spanish) personnel or translation services. (From previous experience, WCCTAC has found a very, low utilization rate of outreach material in languages other than English and Spanish.)

The outreach will be conducted in three rounds. The first round will focus on soliciting ideas for the development of service details, while the second round will focus on the refinement and prioritization of proposed services. A third round provides an opportunity to close the loop and check back with the community.

#### **Task 2.1: Review Proposed Public Outreach Efforts and Adjust Plans as Needed**

- Review proposed outreach plans (see tasks below) with study team members and consultant. Adjust outreach efforts if changes can improve access or can result in higher quality input from members of the public, particularly from disadvantaged communities.
- Responsible Party: Consultant and WCCTAC staff

#### **Task 2.2: Development of Outreach Tools for Round 1**

- Develop a webpage on the WCCTAC website for all information related to this planning effort, including information about the planning process, summaries, links to key documents, listing of input opportunities, the plan schedule, etc. Share the travel market analysis and recommendations from recently completed West County High Capacity Transit Study.
- Develop engaging, online, interactive outreach content (such as online survey and interactive maps) to solicit input and feedback on proposed new service, possible stop locations, operating schedules, branding, marketing and fares. Also collect input on desired stop and transit service amenities, including parking needs and gaps in pedestrian and bicycle connections (relates to Tasks 3.2 thru 3.8).
- Develop paper equivalents to the online survey and interactive maps for residents without online access.
- Develop a bi-lingual postcard to announce upcoming community events and provide links to online forums.
- Purchase mailing list covering the West County residences in the vicinity of proposed service origin points and engage a mailing service.
- Develop social media messages to direct residents to online survey and interactive maps.
- Develop a press release to direct readers to online survey and interactive maps.
- Translate all outreach material into Spanish.
- Evaluate the media market for effectiveness in reaching community members via local neighborhood billboards, radio station announcements, articles in community papers and advertisements, and government agency's local access television stations.
- Develop outreach materials for selected media market(s).

- Facilitate placement of outreach materials by arranging placement of ads and announcements in selected media markets.
- Summarize input gathered so information may be utilized in developing a draft plan (relates to Task 3.9) shared with elected officials.
- Responsible Party: Consultant and WCCTAC staff

### **Task 2.3: Collect Community Input Round 1**

- Present outreach plans to the WCCTAC Board.
- Seek input via online survey and online, interactive maps from potential transit riders to guide development of routing and stop locations (relates to Task 3.2); obtain input on operating hours and schedules (relates to Task 3.6); and solicit opinions on branding, marketing and fare structure (relates to Task 3.8)
- Provide and/or post links, press releases and announcements of online survey and online, interactive maps to community groups, religious organizations, neighborhood associations, etc.
- Distribute and/or post links, press releases and announcements of online survey and online, interactive maps via social media and existing outreach methods used by study partners', and TAC members' agencies.
- Contact employers, employees, transportation management associations, business improvement districts in Berkeley, Emeryville and Oakland near proposed new express bus service to encourage input via survey and maps.
- Conduct onboard or transit station/stop passenger surveys to solicit input and feedback. This outreach may also occur at park and ride lots and casual carpool pick-up locations.
- Utilize neighborhood councils (such as the City of Richmond's) and religious organizations to solicit community input. Depending upon the group's preference, these outreach efforts could be via social media/online or in person distribution of survey and maps.
- Conduct focus group(s) with representatives from West County community groups such as neighborhood organizations, community groups, etc. to solicit detailed input on routes, stops and schedules to ensure residential access to these routes.
- Conduct focus group(s) with representatives from local organizations, agencies and employers which focus on increasing equal employment opportunity access to employment for disadvantaged communities, e.g. participants could come from U.C. Berkeley's Human Resources Department; East Bay Economic Development Alliance; City of Oakland Economic and Workforce Development Office; and Workforce Development Boards in Alameda County, Contra Costa County, Oakland and Richmond.
- Collect contact information from all outreach efforts so interested parties can continue to be engaged with planning process.
- Responsible Party: Consultant, WCCTAC staff and local agency staff.

**Task 2.4: Development of Outreach Tools for Round 2**

- Update webpage to share results from various public outreach efforts (i.e. summary in Task 2.2) and present draft West Contra Costa Express Bus Implementation Plan
- Develop online survey and interactive maps for soliciting feedback on draft plan and its recommendations including proposed routing, stop locations, schedules, amenities, branding and marketing concepts, and fare structure.
- Prepare information for community members on the remaining process for plan development and potential next steps towards implementation.
- Develop online outreach material to gather feedback on draft plan and its recommendations (relates to Tasks 3.2 thru 3.8).
- Develop paper equivalents to the online survey and interactive maps for residents without online access.
- Develop social media messages to direct residents to online survey and interactive maps.
- Develop press releases to direct readers to online survey and interactive maps.
- Translate all outreach materials into Spanish.
- Evaluate the media market for effectiveness in reaching community members via local neighborhood billboards, radio station announcements, articles in community papers and advertisements, and government agency's local access television stations
- Develop outreach materials for selected media market.
- Facilitate placement of outreach materials by arranging placement of ads and announcements in selected media markets.
- Responsible Party: Consultant and WCCTAC staff

**Task 2.5: Collect Community Input, Round 2**

- Share draft West Contra Costa Express Bus Implementation Plan and its recommendations to seek input on draft final document (relates to Task 3.12) via online survey and interactive maps.
- Notify interested parties from prior outreach efforts to invite feedback on draft plan and its recommendations.
- Provide and/or post links, press releases and announcements to survey and announcements to community groups, religious organizations, neighborhood associations, etc.
- Distribute and/or post links, press releases and announcements via social media and existing outreach methods used by study partners and TAC members.



- Contact employers, employees, transportation management associations, business improvement districts in West Berkeley, Emeryville and Oakland near proposed new express bus service to garner input on the draft plan and its recommendations.
- Conduct onboard or transit station/stop passenger surveys to solicit feedback on draft plan and its recommendations. This outreach may also occur at park and ride lots and casual carpool pick-up locations.
- Continue to utilize neighborhood councils (such as the City of Richmond's) and religious organizations to solicit community input. Depending upon the group's preference, these outreach efforts could be via social media/online or in person distribution of surveys.
- Collect contact information from all outreach efforts so interested parties can continue to be engaged with study.
- Summarize feedback so information may be used to develop the draft final plan (relates to Task 3.12) and to share with elected officials.
- Responsible Party: Consultant, WCCTAC staff and local agency staff

#### **Task 2.6: Community Check Back, Round 3**

- Update study website page with the draft, final plan.
- Announce to outreach participants and stakeholders the availability online of the draft final plan and process for finalizing the document.
- Responsible Party: Consultant, WCCTAC staff and local agency staff

<b>Task</b>	<b>Deliverable</b>
2.1	<i>Meeting notes and updated outreach plan, if needed. Develop a component of the study schedule that fully integrates public outreach into the study process with sufficient time to prepare, review, print, distribute outreach materials and meaningfully incorporate input into the plan.</i>
2.2	<i>Webpage, online and paper equivalent of survey and interactive maps, bi-lingual postcard, West County mailing list, social media messages, press release, evaluation of media markets with list of targeted markets, and summary of outreach input collected.</i>
2.3	<i>Copy of outreach materials distributed, list of groups and employers contacted, summary notes from focus group(s) discussions and contact information for interested parties</i>
2.4	<i>Updated webpage, second survey and interactive maps with paper equivalents, online outreach material, press release, and if applicable outreach</i>

	<i>materials for various media markets and PowerPoint presentation.</i>
2.5	<i>Summary of public comments received from all rounds of public outreach efforts with information on how comments were addressed in the development of the final draft Express Bus Implementation Plan. Updated contact information list, and if applicable PowerPoint presentation.</i>
2.6	<i>Online notification to stakeholders of the final draft plan.</i>

### **3. Express Bus Implementation Plan**

For all subtasks, an overarching component is on-going consultation with the project team and TAC, as well as utilization of the community input received from Tasks 2.3, 2.5 and 2.6 to guide the plan's development.

#### **Task 3.1: Review Existing Travel Market Data and Recent Studies**

- Gather existing conditions and background data from the recently completed West Contra Costa High Capacity Transit Study, CCTA Countywide Express Bus Study, AC Transit and WestCAT studies and data, existing and planned land uses, population characteristics, travel projections.
- Responsible Party: Consultant and WCCTAC staff

#### **Task 3.2: Draft and Final Markets, Routes and Stop Locations**

- Identify transit markets (e.g. Pinole to Emeryville).
- Develop draft routes if possible to serve more than one market while maintaining a reasonable amount of travel time.
- Identify stop locations.
- Based on input received, revise and prepare final draft routes and stop locations.
- Responsible Party: Consultant and WCCTAC staff

#### **Task 3.3: Pedestrian and Bicycle Connectivity and Gaps**

- Review local bicycle and pedestrian plans.
- Identify and map gaps in pedestrian and bicycle connectivity that impact express bus utilization.
- Responsible Party: Consultant and WCCTAC staff

#### **Task 3.4: Identify Transit Preferential/Priority Treatments**

- Evaluate the street and freeway network to determine which and where transit preferential or priority treatments such as queue jumps, transit priority lanes and signals are needed.
- Responsible Party: Consultant and WCCTAC staff

#### **Task 3.5: Identify Capital Investments Needed to Support Service, Cost Estimates and Funding Sources**

- Determine the type, quantity, specifications and/or conceptual design of capital infrastructure required including buses, shelters, signage, passenger information notification systems, bus yard expansion, park and ride lot modification and/or expansion, and modifications to freeway interchanges and on/off ramps
- Develop cost estimates and timing of funds for identified capital investments
- Identify funding sources
- Responsible Party: Consultant and WCCTAC staff

**Task 3.6 Draft and Final Operating Hours, Schedules and Fares**

- With the input from stakeholders and the project team propose draft and draft final operating hours, schedules and fares for service.
- Responsible Party: Consultant and WCCTAC staff

**Task 3.7: Operating and Maintenance Costs and Potential Funding Sources**

- Review operating costs and maintenance schedules of transit operators.
- Determine a fare structure.
- Prepare estimates for operating costs and maintenance.
- Identify potential funding sources.
- Responsible Party: Consultant and WCCTAC staff

**Task 3.8: Marketing and Branding**

- Determine a branding strategy for the new and expanded service.
- Develop a marketing plan for the new and expanded transit service.
- Responsible Party: Consultant and WCCTAC staff

**Task 3.9: Conceptual Review Meeting with Caltrans**

- Meet with key Caltrans staff; present conceptual plans for elements within the state Right of Way and seek feedback.
- Responsible Party: Consultant and WCCTAC staff

**Task 3.10: Draft Plan with Implementation Steps**

- Based on input gathered during Tasks 2 and 3, prepare a draft West Contra Costa Express Bus Implementation Plan that specifies the proposed route and stop locations, service and stop characteristics, pedestrian and bicycle gaps in accessing transit stops, needed infrastructure improvements and costs, operating and maintenance costs, branding strategy and marketing plan, potential funding sources and identification of next steps to advance implementation of express bus service.
- As needed, identify phases for implementation, e.g. a route begins operation, establishes and grows the market, then requires additional vehicles and/or roadway improvements that speed up service.
- Responsible Party: Consultant and WCCTAC staff

**Task 3.11: Operational and Management Agreements**

- Work with study partners to determine operation and management parameters of future and existing service.
- Prepare a draft Memorandum of Understanding for consideration by study partners.
- Responsible Party: Consultant, WCCTAC, WestCAT, AC Transit

**Task 3.12: Presentation of Draft Plan to Review Bodies**

- Present administrative draft plan to study group for feedback.
- Present draft plan for feedback to WCCTAC, WestCAT and AC Transit and other bodies as requested such as potential funders, local city commissions and/or councils.
- Responsible Party: Consultant and WCCTAC staff

**Task 3.13: Prepare Draft Final West Contra Costa Express Bus Implementation Plan**

- Incorporate feedback received in prior task to develop a draft final plan.
- Present administrative draft Final plan to study group.
- Responsible Party: Consultant and WCCTAC staff

**Task 3.14: Presentation of Draft Final Plan**

- Review draft presentation with TAC.
- Present to and seek final acceptance of plan from WCCTAC, WestCAT, AC Transit, and other public agencies as requested.
- Responsible Party: Consultant and WCCTAC staff

<b>Task</b>	<b>Deliverable</b>
3.1	<i>Technical Memo</i>
3.2	<i>Technical Memo</i>
3.3	<i>Technical Memo</i>
3.4	<i>Technical Memo</i>
3.5	<i>Technical Memo</i>
3.6	<i>Technical Memo</i>
3.7	<i>Technical Memo</i>
3.8	<i>Branding Strategy and Marketing Plan</i>
3.9	<i>Meeting notes</i>
3.10	<i>Administrative Draft and Draft Plan and Implementation Steps</i>
3.11	<i>Memorandum of Understanding</i>
3.12	<i>PowerPoint Presentation; Meeting Summaries</i>

3.13	<i>Administrative Draft Final and Draft Final Plan</i>
3.14	<i>PowerPoint Presentation; Meeting Summaries</i>

#### 4. Fiscal Management

##### Task 4.1: Invoicing

- Prepare complete invoice packages consistent with Caltrans' requirements for WCCTAC review.
- Submit complete invoice packages to Caltrans district staff based on milestone completion-at least quarterly, but no more frequently than monthly.
- Responsible Party: Consultant and WCCTAC staff

##### Task 4.2: Quarterly Reports

- Prepare quarterly reports consistent with Caltrans' requirements for WCCTAC's review and to provide Caltrans district staff with a summary of project progress and grant/local match expenditures.
- Submit quarterly reports to Caltrans district staff.
- Responsible Party: Consultant and WCCTAC staff

Task	Deliverable
4.1	<i>Invoice Packages</i>
4.2	<i>Quarterly Reports</i>

## B. Reference Materials

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

1. [WCCTAC's West County High Capacity Transit Study](http://www.wcctac.org/app_pages/view/473), May 2017  
[http://www.wcctac.org/app\\_pages/view/473](http://www.wcctac.org/app_pages/view/473)
2. CCTA's Express Bus Study Update, 2017  
<http://ccta.net/> or contact Peter Engel [pengel@ccta.net](mailto:pengel@ccta.net)
3. MTC's Managed Lanes Implementation Plan, 2017  
<https://mtc.ca.gov/our-work/operate-coordinate/freeway-performance-initiative/managed-lanes-implementation-plan> or contact Toshi Shepard-Ohta [tshepard-ohta@bayareametro.gov](mailto:tshepard-ohta@bayareametro.gov)
4. WCCTAC's West County Action Plan for Routes of Regional Significance, December 2014  
<http://ccta.net/resources/detail/11/1>
5. ACTC in partnership with WCCTAC and CCTA San Pablo Avenue Multi-modal Corridor Study, on-going  
<https://www.alamedactc.org/sanpabloave>
6. Regional Measure 3 Expenditure Plan  
<https://mtc.ca.gov/our-work/advocate-lead/regional-measure-3>
7. Numerous local bicycle/pedestrian plans, specific plans, and other plans identify potential for additional development and improved transportation options in the corridor. These documents are available on each jurisdictions' website.
8. Alameda CTC and CCTA have each developed a PDA Investment and Growth Strategy that sets forth the planned development of each PDA along the San Pablo Avenue corridor.  
<http://ccta.net/resources/detail/49/1>  
[https://www.alamedactc.org/app\\_pages/view/10385](https://www.alamedactc.org/app_pages/view/10385)

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

### WCCTAC Sample Professional Services Contract

**CONSULTING SERVICES AGREEMENT BETWEEN**  
**THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE**  
**AND**  
**[NAME OF CONSULTANT]**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.3 All Policies Requirements.**

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

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

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

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

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

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

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

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

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

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

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

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

## **Section 6. STATUS OF CONSULTANT.**

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

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

## **Section 7.     LEGAL REQUIREMENTS.**

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

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

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

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

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

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

## **Section 8.     TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

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

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

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



## **Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

## **Section 10 MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

WCCTAC

CONSULTANT

\_\_\_\_\_  
JOHN NEMETH, EXECUTIVE DIRECTOR

\_\_\_\_\_  
[NAME / TITLE]

**APPROVED AS TO FORM:**

\_\_\_\_\_  
KRISTOPHER J. KOKOTAYLO, GENERAL COUNSEL

## EXHIBIT A

### SCOPE OF SERVICES

.

EXHIBIT B

COMPENSATION SCHEDULE

## EXHIBIT C

### PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS

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

##### HOURS OF WORK:

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

##### WAGES:

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

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

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.



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

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

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

EXHIBIT [C OR D]

REIMBURSABLE EXPENSES

2660944.1

**ADAPTATION GRANTS  
(STATE)**

**RESTRICTED GRANT  
AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the West Contra Costa Transportation Advisory Committee, hereinafter referred to as **AGENCY**, will commence on **April 16, 2018**, or approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2020**.

**RECITALS**

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

**SECTION I**

**AGENCY AGREES:**

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

**SECTION II**

**CALTRANS AGREES:**

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

**SECTION III**

**IT IS MUTUALLY AGREED:**

In consideration of the foregoing and the mutual promises of the parties

hereto, **AGENCY** and **CALTRANS** agree as follows:

1. Under this RGA, **CALTRANS** will convey State grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY**. The funds subject to this RGA must be (a) identified as available for a grant in **CALTRANS**' budget and (b) for the purpose of conducting transportation studies or planning or to a **CALTRANS** organization that is responsible for conducting transportation studies or planning.
2. Under this Restricted Grant, funds may be only used for the purpose set forth in this paragraph and funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the "**West Contra Costa Express Bus Implementation Plan**," hereinafter the Project, subject to the terms and conditions of this RGA. The Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with all applicable State and **AGENCY** laws, regulations, ordinances, policies and procedures and **CALTRANS** published manuals, including Grant Application Guide at: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>. In case of conflict between State and **AGENCY** laws, regulations, ordinances, policies or procedures, the order of precedence applicability of these laws shall be established by prevailing California laws and regulations; **CALTRANS** policies and procedures; ordinances; and, **AGENCY** policies and procedures. This RGA may not include any federal funds.

6. Project funding is as follows:

<b>FUND TITLE</b>	<b>FUND SOURCE</b>	<b>DOLLAR AMOUNT</b>
<b>RMRA</b>	<b>SB 1</b>	<b>\$639,456.00</b>
<b>LOCAL MATCH</b>	<b>Agency Provided</b>	<b>\$ 83,654.00</b>
<b>Total Project Costs</b>		<b>\$723,110.00</b>

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980), 74 Ops AG 10 (1991), and 88 Ops AG 56.]

**8. Notification of Parties**

- a. **AGENCY's** Project Manager for PROJECT is Leah Greenblat.
- b. **CALTRANS'** Contract Manager is Jerry Cheung. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**West Contra Costa Transportation Advisory Committee**

Attention: Leah Greenblat, Project Manager  
Phone Number: (510) 210-5935  
6333 Potrero Ave  
El Cerrito, CA 94530

**California Department of Transportation**

District 4/Planning  
Attention: Jerry Cheung, Contract Manager  
Phone Number: (510) 286-5562  
Email: [jerry.cheung@dot.ca.gov](mailto:jerry.cheung@dot.ca.gov)  
111 Grand Avenue  
Oakland, CA 94612

**9. Period of Performance**

- a. Reimbursable work under this RGA shall begin no earlier than on **April 16, 2018**, contingent upon the approval by **CALTRANS** and receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2020**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS'** Contract Manager.

**10. Changes in Terms/Amendments**

This RGA may only be amended or modified by mutual written agreement of the parties.

**11. Cost Limitation**

- a. The total amount reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$639,456.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that

**CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established hereinabove.

## **12. Termination**

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **AGENCY** fails to proceed with PROJECT work in accordance with the terms of this RGA.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. **AGENCY** has sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period may result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

## **13. Budget Contingency Clause**

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

## **14. Payment and Invoicing**

- a. The method of payment for this RGA will be based on actual allowable costs. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III – Cost Principles, Item 16.d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III – Cost Limitations, Item 11.a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel and

other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in the performance of the Project work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bu1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm)

Also see website for summary of travel reimbursement rules.

- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS'** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS'** Contract Manager at the following address, as stated in **Section III – Notification of Parties, Item 8.c**.
- e. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of project work
  - 3) Locations of project work
  - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
  - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS'** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be

grounds for termination of this RGA for material breach per **Section III – Termination, Item 12.**

- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

## **15. Local Match Funds**

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. Local cash and in-kind match requirements can be found at:  
<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>, Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

## **16. Cost Principles**

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq.,



shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

## **17. Americans with Disabilities Act**

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

## **18. Indemnification**

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY**, its officers,

employees, agents, or subcontractors shall fully defend, indemnify and save harmless **CALTRANS** and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or subcontractors under this RGA.

**19. Nondiscrimination Clause (2 CCR 11105 Clause b)**

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

## **20. Retention of Records/Audits**

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- b. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to GC Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- c. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other **AGENCY** of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- e. Any contract with a consultant or sub-recipient entered into as a result of this Agreement shall contain all the provisions of this article.

## **21. Disputes**

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **CALTRANS** Contract Officer shall be the **CALTRANS**'s final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

## **22. Third-Party Contracts**

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by **CALTRANS** Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the **AGENCY** obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found and the following link: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.
- c. Any subcontract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY**'s sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.

- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** sub- recipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III, Item 14e.4, above**.
- f. Any subcontract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III, Item 14c, above**.

### **23. Drug-Free Workplace Certification**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's Drug-Free policy statement.
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

## **24. Relationship of Parties**

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

## **25. State-Owned Data**

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information

Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

- b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

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

In addition to and not a limitation of the **AGENCY'S** indemnification obligations contained elsewhere in this Agreement, the **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY'S** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY'S** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

**27. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if **AGENCY** generates four (4) cubic yards of organic waste per week the **AGENCY** shall arrange for organic waste recycling services. "Organic waste" means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in food.

The **AGENCY** shall take at least one of the following actions:

- 1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
- 2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.
- 3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

**28. Project Close Out/Final Product**

- a. **AGENCY** will provide two (2) copies and two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

**29. OWNERSHIP OF PROPRIETARY PROPERTY**

a. **Definitions**

- 1) **Work:** The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product:** All deliverables created or produced from Work under this Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Contractor or jointly with the Contractor's Subcontractor and/or the Contractor's Subcontractor's employee's with one or more employees of the Department of Transportation (herein after referred to as "the Department"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Ownership of work product:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees or by any of the Contractor's Subcontractor's employees under



this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Contractor's Subcontractor for the Department. The Department shall own all United States and international copyrights in the Work Product.

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

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

c. **INVENTIONS**

- 1) **Vesting of patent rights**: The Contractor, its employees and any Contractor's Subcontractor hereby agrees to assign to the Department, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain the Department's property regardless of whether such protection is sought. The Contractor, its employees and Contractor's Subcontractor shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically pointing out features or concepts that the Contractor, its employees and Contractor's Subcontractor believes to be new or different. The Contractor, its employees and Contractor's Subcontractor shall, upon the Department's request and at the Department's expense, cause patent applications to be filed thereon, through solicitors designated by the Department, and shall sign all such applications over to the Department, its

successors, and assigns. The Contractor, its employees and Contractor's Subcontractor shall give the Department and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as the Department may consider necessary or appropriate to carry out the intent on this Agreement.

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

d. **ADDITIONAL PROVISIONS**

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

the Contractor, who shall provide it to the Department's Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor in writing, Contractor will then immediately notify the Department in writing.

e. **OWNERSHIP OF DATA**

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

**SECTION IV**

**ATTACHMENTS:**

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

- I. **AGENCY** Resolution
- II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION**

**WEST CONTRA COSTA  
TRANSPORTATION ADVISORY  
COMMITTEE**

By:

By: 

Printed Name:

Printed Name: John Nemeth

Title: Contract Officer

Title: Executive Director

Date:

Date: April 3, 2018

By:

Printed Name:

Title:

Date:

By:

Printed Name:

Title:

Date:

El Cerrito



Hercules

## D. Exceptions to the WCCTAC Sample Professional Services Contract Form

Pinole

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

Richmond

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

BART

WestCAT

## E. Levine Act Statement

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

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

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

Joe Wallace/H.E. Christian Peebles ( <i>AC Transit</i> )	Cecilia Valdez/ Arturo Cruz ( <i>City of San Pablo</i> )
John Gioia / Federal Glover ( <i>Contra Costa County Board of Supervisors</i> )	Chris Kelly/Myrna de Vera ( <i>City of Hercules</i> )
Maureen Powers/Aleida Adrino-Chavez ( <i>WestCAT</i> )	Tom Butt/ ( <i>City of Richmond</i> )
Lateefa Simon/Joel Keller ( <i>BART</i> )	Ada Recinos/ ( <i>City of Richmond</i> )
Janet Abelson/Gabriel Quinto ( <i>City of El Cerrito</i> )	Eduardo Martinez/ ( <i>City of Richmond</i> )
Ben Choi ( <i>City of Richmond</i> )	Roy Swearingen/Tim Banuelos ( <i>City of Pinole</i> )

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

\_\_\_ YES \_\_\_ NO

If yes, please identify the Commissioner or alternate: \_\_\_\_\_

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

\_\_\_ YES \_\_\_ NO

If yes, please identify the Commissioner or alternate: \_\_\_\_\_

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY ADDRESS

## F. Insurance Requirement Form

### Part A:

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

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

Authorized Signature	
Name and Title	
Company Name	
Date	

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

**Part B:**

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

Insurance Provision	Insurance Exception



## **G. Public Contract Code**

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

### **Public Contract Code Section 10285.1 Statement**

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

**has \_\_\_\_\_ not \_\_\_\_\_**

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

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

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### **Public Contract Code Section 10162 Questionnaire**

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

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

**Yes \_\_\_\_\_ No \_\_\_\_\_**

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

### Public Contract Code 10232 Statement

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

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

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

---

DATE

---

AUTHORIZED SIGNATURE

---

NAME AND TITLE

---

COMPANY NAME

---

COMPANY ADDRESS

2945918.1