WCCTAC

West Contra Costa Transportation Advisory Committee

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa County

AC Transit

BART

WestCAT

BOARD OF DIRECTORS
MEETING NOTICE AND AGENDA

DATE & TIME: **Friday, October 24, 2014, 8:00 a.m. – 10:00 a.m.**

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

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1. **Call to Order and Self-Introductions – Chair Janet Abelson**

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

CONSENT CALENDAR

3. **Minutes of September 26, 2014 Board Meeting.** *(Attachment; Recommended Action: APPROVE)*

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

5. **Financial Report for September 2014.** The report shows the Agency's revenues and expenses for September 2014. *(Attachment; Recommended Action: RECEIVE)*

6. **Payment of Invoices over $10,000.** None

7. **FY15 Master Cooperative Agreement No.15W.TDM with CCTA.** *(Attachment; Recommended Action: APPROVE)* The Agreement is for funding allocations from CCTA to WCCTAC for initiatives under the TDM Program.

REGULAR AGENDA ITEMS

8. **East Bay Regional Park District (EBRPD) Measure J Program 13 Application – West Contra Costa County Trail Rehabilitation Projects.**
As part of Measure J Program 13 *Pedestrian Bicycle and Trail Facilities (PBTF*), the EBRPD receives a guaranteed one-third of the revenues collected for the development and rehabilitation of paved regional trails. At the October TAC

meeting, EBRPD staff, Jim Townsend, explained how EBRPD plans to use these funds in West County. The TAC recommended supporting the projects proposed by EBRPD. Staff recommends that the Board approve the attached application for final approval by the CCTA Board. *(Jim Townsend - EBRPD staff; Attachment; Recommended Action: APPROVE)*

9. High Capacity Transit Investment Study.
The CCTA Board recently voted to contribute $300,000 to the Transit Study, bringing the total amount of available funding to $1,000,000. Staff and its transit operator partners have estimated the study cost at just under $1,200,000 and are working to secure additional funding from MTC to close the gap and to provide a contingency. Given uncertainty surrounding this funding, however, staff recommends that the Scope of Work be adjusted to fit the available funding, with some pieces of work being implemented only if more funding becomes available. Staff also recommends releasing the Request for Proposals (RFP) to begin the consultant selection process. (*John Nemeth; Attachment; Recommended Action: AUTHORIZE staff to release the RFP subject to scope adjustments)*

10. Contra Costa County Health Services Safe Routes to Schools (SRTS) Program
The local Safe Routes to School (SRTS) program in West County is funded by Caltrans through an OBAG grant for the next five years. These funds were awarded to the County Health Services Department to build on the program they started in 2009. Staff from the SRTS program will give a presentation to the Board on efforts to date and plans for upcoming years. *(Coire Reilly and Shannon Ladner-Beasley - Contra Costa County Health Services staff; PowerPoint Attachment; Recommended Action: RECEIVE)*

STANDING ITEMS

11. Other Information.

a. Letter to CCTA Executive Director with September 26, 2014 Summary of Board Actions
b. Acronym List

Board and Staff Comments.

a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
b. Report of CCTA Representatives (*Directors Abelson & Butt*)
c. Executive Director's Report

12. Other Business.

13. Adjourn. Next meeting is**: Friday, December 12 at *8:00 a.m.***
El Cerrito City Hall Council Chambers, located at 10890 San Pablo Avenue, El Cerrito

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

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West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes: September 26, 2014

Members Present: Janet Abelson, Chair (El Cerrito); Tom Butt, Vice-Chair (Richmond); Jael Myrick (Richmond); Sherry McCoy (Hercules); Joe Wallace (AC Transit); Cecilia Valdez (San Pablo); Zakhary Mallett (BART); Roy Swearingen, (Hercules); Maureen Powers (WestCAT)

Staff Present: John Nemeth; Joanna Pallock; Danelle Carey; Valerie Jenkins; Ben Reyes (Legal Counsel)

Location: ***El Cerrito City Hall Council Chambers***, at 10890 San Pablo Avenue, El Cerrito.

1. **Call to Order and Self-Introductions – Chair Janet Abelson**

2. **Public Comment.**

   a. *Deidre Heitman, BART staff,* announced that BART will be hosting "In Station" events at the El Cerrito Del Norte and Richmond Stations. The first event is on October 9 from 4-7 p.m. Topics of discussion will be station modernization and BART's long term vision. Public comments are welcome.

Consent Calendar

ACTION: *Director Mallett* moved to ADOPT the Consent Calendar. Seconded by *Director Wallace.* Passed unanimously.

3. **Minutes July 25, 2014 Board Meeting**
4. **Monthly Update on WCCTAC Activities**
5. **Financial Report for July and August 2014**
6. **Payment of Invoices over $10,000 (none)**

Regular Agenda Items

7. **I-80 Integrated Corridor Management (ICM) Project: a) Briefing, and b) Local Operations & Maintenance Agreements.**

DISCUSSION: *Dina El-Nakhal, Caltrans I-80 ICM Project Manager,* provided background information on the project, an update on its status, and an overview of planned public outreach activities.

Hisham Noeimi – CCTA staff, discussed the due date for local approval of the Operations & Maintenance agreements between CCTA and each jurisdiction.

Director McCoy sought clarification regarding the wording of the MOU that stated that the agencies would provide an invoice to CCTA to be paid directly by CCTA.

Hisham Noeimi stated that CCTA would pay the cities and the cities would pay the vendors. *Director McCoy* responded saying that the MOU states that CCTA would reimburse which implies that the cities are paying first.

Chair Abelson stated that the agreement with Randy Iwasaki was that the unpaid invoices would be forwarded to CCTA; however she stated that the MOU does not reflect that.

Hisham Noeimi stated that she was correct and that the MOU would be revised accordingly to reflect the change.

Director Swearingen asked if the intent from CCTA was to seek additional funds for O&M to extend beyond the 15 years currently secured.

Hisham Noeimi replied yes. CCTA is continuously looking for longer-term funding for operation and maintenance.

Vice-Chair Butt stated that he had never signed on to this project and felt that the money involved could have been better used on public transit as a way to get people out of their cars rather than keeping them on the freeway. He said people in Solano County will benefit more from this project than people in West County, even though West County will be paying the bill.

Director Swearingen asked if there would be a local capability to shut off the metering lights.

Hisham Noeimi replied yes. There will be a local capability to contact Caltrans about shutting them off. He explained that if traffic backed up, the dynamic metering can turn the signal green to get traffic to flow. If that fails, the City Manager can calls the Project Manager at the Traffic Control Center to ask them to shut off metering lights.

Director Mallett commented that as a resident of West County, he does not like metering lights, and agreed with Director Butt that the Solano County benefits more from this project than West County.

8. High Capacity Transit Investment Study

ACTION: *Vice-Chair Butt* moved to allocate $100,000 to the High Capacity Transit Investment Study; Seconded by *Director McCoy*; passed unanimously.

DISCUSSION: *ED Nemeth* provided an update on the Draft Scope of Work for the High Capacity Transit Investment Study, the status of the study's funding, the RFP process, and the organization and management proposed for the study. *ED Nemeth* also proposed allocating an additional $100,000 in Measure J 28b funds towards the study as a contingency as suggested by CCTA.

Vice-Chair Butt asked why ferry service was not mentioned in the scope. He argued that it should be since ferries interface with existing modes of transit.

Director McCoy agreed with *Vice-Chair Butt* that ferries should be included in the study with a caveat that the ferry study done by CCTA is dated since Hercules has changed its ferry site.

Director Wallace said that he is transit dependent and that there are many who rely on buses and BART rather than ferries. He argued that ferry services moved relatively few people and were expensive. He said the study should focus on getting people to and from work and other desired destinations.

Director Swearingen sought clarification on whether funds for this study were coming out of Measure J 28b.

ED Nemeth confirmed that yes, these are Measure J 28b funds.

Director Myrick asked how much money was left in the fund.

ED Nemeth stated that there is a little over $100,000 left as of the end of FY14. He explained that funds for the current fiscal year are still continuing to grow. As of the end of the first quarter, there will be another $60,000 and by the end of June 2015, there should be approximately $240,000 added to the 28b fund.

Director Myrick said that ferries were important and that this mode helps create more jobs in West County.

Director McCoy agreed with *Director Wallace* that the focus should be on getting people in West County to and from work and other destinations, but that ferries provide another useful option for commuters and should be included in the study.

9. TDM Program Update

DISCUSSION: *Danelle Carey*, WCCTAC staff, provided an overview of the recent Transportation Demand Management (TDM) activities for FY 14-15.

Chair Abelson asked if there could be a project to put bicycle racks all along San Pablo Avenue in West County. She mentioned that the City of El Cerrito has installed bicycle racks along San Pablo Avenue and, since then, have found that more people are biking. They also found that installing a few distributed racks works better than one large rack bay.

Danelle Carey replied that such a project could be considered as long as it fit into the funding criteria guidelines.

Chair Abelson asked if this was a project that the WCCTAC Board could spearhead.

Director Powers stated that she liked the idea of doing this type of project. She also stated that it could be inexpensive and would have an environmental benefit.

Director McCoy felt that it might be more cost effective to reach out to the cities to find out where they need racks. She stated that if you just install them anywhere you run the risk of some being used frequently and others not at all.

C*hair Abelson* concluded that the discussion of a potential bike rack project should be agendized and brought back at a later date.

STANDING ITEMS

10. Other Information.

a. Letter to CCTA Executive Director with July 27, 2014 Summary of Board Actions.
b. Acronym List.

Board and Staff Comments –

a. Danelle Carey, WCCTAC staff stated that the City of Richmond Commuter Local Benefits Ordinance workshop has been changed to October 17, 2014 from 1-3pm.

Director McCoy stated that the City of Hercules had a public workshop on the Countywide Transportation Plan (CTP) and that the turnout was very good. She was happy to see that CCTA was reaching out to the community and hoped that people will continue to participate.

Director Valdez mentioned that the City of San Pablo is hosting a series of films on healthy lifestyles. There will be one film per month.

b. *CCTA Report: Chair Abelson* stated that the CCTA workshops for the CTP were very successful. She appreciated the new approach to public outreach and participation.

c. *Executive Director's Report: ED Nemeth* thanked El Cerrito City Clerk, Cheryl Morse, for training WCCTAC staff on the process for setting up for Board meetings.

11. Other Business.

12. Adjourn

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TO: WCCTAC Board **DATE:** October 24, 2014

FR: John Nemeth, Executive Director

RE: **Monthly Update on WCCTAC Activities**

Advisory Committee:

Rumrill Boulevard Community Workshop

The first public workshop for the Rumrill Boulevard and 13th Street Corridor Mobility Plan was held at the Lao Family Center in San Pablo on October 9th. The consultant hired to facilitate the discussion, Paul Zykofsky from the Local Government Commission (LGC), asked the attendees to review possible pedestrian and bicycle improvements in the corridor in both San Pablo and Richmond. Traffic improvements were also discussed, with an emphasis on safety and access issues.

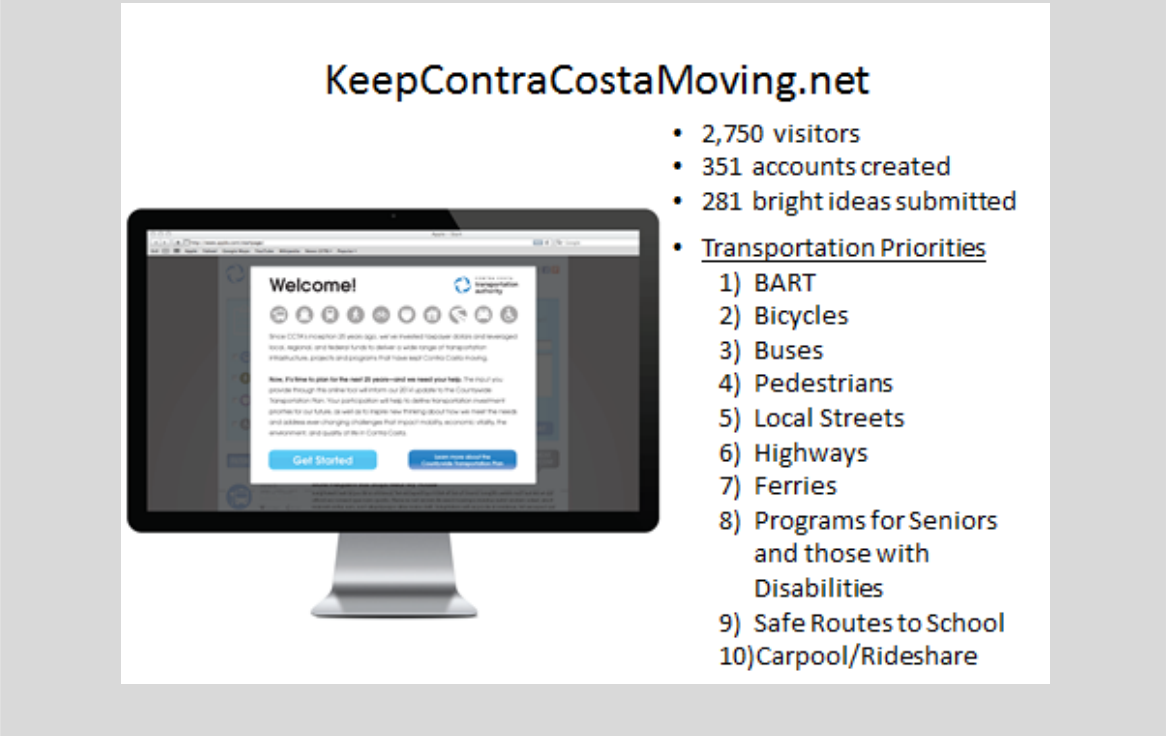
About 30 community members participated in this workshop. Among the attendees were Richmond Councilmember Corky Booze, San Pablo Vice-Mayor Kathy Chao Rothberg and San Pablo Councilmember Genoveva Garcia Calloway.

I- 80 Integrated Corridor Mobility (ICM) Project

Since the September WCCTAC Board meeting, Caltrans has been developing and refining outreach materials that are designed to inform general audiences. These communications materials will be posted on the new project website http://80smartcorridor.org/ which launched on September 25th and is being expanded to include FAQs, a web-friendly version of the project video, and a fact sheet in English and Spanish. It will also include new pages focusing on construction activities.

Upcoming outreach activities include the dissemination of "e-blasts" to elected officials, key stakeholders, and the media. The e-blasts will provide updates on gantry sign installation and other project elements. Caltrans will be updating its PowerPoint presentation and will schedule presentations for the San Pablo Merchants Association and other organizations in West County.

Countywide Transportation Plan (CTP) Update



CCTA lead two workshops in West County in September; a weekend daytime workshop in Richmond and a weekday evening workshop in Hercules. Over 40 people attended these meetings between the two locations. The largest numbers of people responding to questions about transportation needs in Contra Costa County have been doing so through the online internet survey and the telephone town hall meeting held last month. CCTA provided the slide above to give an overview of the feedback on priorities that they've received up to September 25th. Comments will be heard until November 3rd, 2014.

High Capacity Transit Investment Study

At its October 25th meeting, the CCTA Board voted to contribute $300,000 toward the High Capacity Transit Investment Study in West County. Combined with a $300,000 contribution from BART and a $400,000 from WCCTAC, this brings the total funds available to $1,000,000. Staff has developed a Request for Proposals (RFP) which is nearly ready for release. This topic is on the October WCCTAC Board agenda.

West County Application for Paratransit Funds under Caltrans 5310 Grant

Local paratransit staff in San Pablo, Richmond and El Cerrito, along with WCCTAC staff, met on October 9th to solidify the West County application for 5310 funds. The City of Richmond will be the lead applicant (only one agency can be listed on the application). The emphasis of the grant will be on expanding travel options for senior and disabled residents to include an enhanced volunteer driver program, possible shuttle service between West County and Martinez, and creating a Travel Ambassador program to educate and assist transit users and potential transit users. The grant is due on November 6th. Announcements of awards will be made by the end of the calendar year.

Transportation Demand Management (TDM):

Staff is wrapping up the "Pass 2 Class" Student Transit Ticket Program that ran from August 4th-October 6th. This pilot program, which was a partnership between WCCTAC/511 Contra Costa and WestCAT, was well received and resulted in 395 applications. To follow, staff will develop a survey instrument that will be emailed/mailed to all recipients at the end of the school year to determine if there was a mode shift in the student's commute to school. Staff are excited to receive the results and to gear up for the promotion of the program for next school year. The funding for the program was provided by the Bay Area Air Quality Transportation Fund for Clean Air (BAAQMD TFCA) and Contra Costa Transportation Authority (CCTA).

Bay Area Commuter Benefits Program

The Bay Air Area Air Quality Management District is providing a 30-day grace period for employers to register for the Bay Area Commuter Benefits Program. This means that employers have until October 31st to register, select a commuter benefit option, notify employees, and provide the benefit. As a part of our employer outreach efforts, staff will continue to provide consultations and the necessary tools to assist employers with the selection of their employee benefit option.

Staff is working to create a more efficient database for the Countywide Guaranteed Ride Home (GRH) Program which is managed by WCCTAC/511 Contra Costa. The objective of the database improvement is to keep track of registrations, renewals, reimbursement requests and our outreach activity. This system will also generate an auto email to new registrants providing them with information on how to properly use the program and also direct them to the 511 Contra Costa website for more information on programs and services. The implementation of the recently adopted Bay Area Commuter Benefits Program has resulted in increased registration in the GRH program.

Sub-regional Transportation Mitigation Development Funds (STMP):

Richmond BART Intermodal

In October 2014, WCCTAC contributed $1,860 in STMP funds to BART for work related to the redesign of the Richmond BART Station intermodal area. STMP payments for this phase of improvements are part of a 2010 cooperative funding agreement with BART (which was extended in 2013). WCCTAC committed up to $186,200 toward the implementation of this project.

WCCTAC Administration:

Project Manager Position

A total of 56 candidates, with a broad array of skills, applied for the available WCCTAC Project Manager position. Jamar Stamps from Contra Costa County and TRANSPLAN, and Yvetteh Ortiz from the City of El Cerrito, joined WCCTAC staff to interview the top candidates. The interview panel's consensus top ranked candidate was recently offered the position. Staff plans to introduce the newest member of WCCTAC at either the October or December Board meeting.

General Ledger

Budget Status

User: BradW
Printed: 10/16/2014 - 5:07 PM
Period: 1 to 3, 2015

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 770	WCCTAC Operations							
Dept 770-7700	WCCTAC Operations							
E01	Salary and Benefits							
770-7700-41000	Salary	241,780.00	39,826.72	39,826.72	201,953.28	0.00	201,953.28	83.53
770-7700-41001	Part Time Employees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770-7700-41002	Buy Back Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770-7700-41105	Workers Compensation	8,668.00	0.00	0.00	8,668.00	0.00	8,668.00	100.00
770-7700-41200	PERS Retirement	33,388.00	8,143.58	8,143.58	25,244.42	0.00	25,244.42	75.61
770-7700-41310	Medical Insurance	38,525.00	9,857.80	9,857.80	28,667.20	0.00	28,667.20	74.41
770-7700-41311	Medical/Dental Ins. Retirees	1,926.00	535.96	535.96	1,390.04	0.00	1,390.04	72.17
770-7700-41400	Dental	3,853.00	825.56	825.56	3,027.44	0.00	3,027.44	78.57
770-7700-41500	Vision	963.00	0.00	0.00	963.00	0.00	963.00	100.00
770-7700-41800	LTD Insurance	112.00	327.75	327.75	-215.75	0.00	-215.75	0.00
770-7700-41900	Medicare	3,291.00	593.29	593.29	2,697.71	0.00	2,697.71	81.97
770-7700-41902	FICA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770-7700-41903	Employee Assistance Program	1,284.00	18.60	18.60	1,265.40	0.00	1,265.40	98.55
770-7700-41904	Life Insurance	401.00	81.19	81.19	319.81	0.00	319.81	79.75
770-7700-41905	Benefits In Lieu	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770-7700-41906	Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770-7700-41911	Liability Insurance	3,724.00	7,447.84	7,447.84	-3,723.84	0.00	-3,723.84	0.00
770-7700-41912	Unemployment Insurance	0.00	1,470.00	1,470.00	-1,470.00	0.00	-1,470.00	0.00
770-7700-41999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E01 Sub Totals:	337,915.00	69,128.29	69,128.29	268,786.71	0.00	268,786.71	79.54
E03	Service and Supplies							
770-7700-42001	Communications	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770-7700-43500	Office Supplies	4,500.00	7,216.00	7,216.00	-2,716.00	0.00	-2,716.00	0.00
770-7700-43501	Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770-7700-43520	Copies/Printing/Shipping/Xerox	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
770-7700-43530	Office Furn & Equipmt <$5000	15,500.00	0.00	0.00	15,500.00	0.00	15,500.00	100.00
770-7700-43600	Professional Services	76,560.00	17,237.38	17,237.38	59,322.62	0.00	59,322.62	77.49
770-7700-43900	Rent/Building	12,954.00	4,284.24	4,284.24	8,669.76	0.00	8,669.76	66.93
770-7700-44000	Special Department Expenses	11,800.00	0.00	0.00	11,800.00	0.00	11,800.00	100.00
770-7700-44320	Travel/Training	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
	E03 Sub Totals:	130,314.00	28,737.62	28,737.62	101,576.38	0.00	101,576.38	77.95

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E09	Multi Dept. Expense Transfers							
770-7700-49001	Building Maintenance	0.00	105.00	105.00	-105.00	0.00	-105.00	0.00
	E09 Sub Totals:	0.00	105.00	105.00	-105.00	0.00	-105.00	0.00
	Expense Sub Totals:	468,229.00	97,970.91	97,970.91	370,258.09	0.00	370,258.09	79.08
	Dept 7700 Sub Totals:	468,229.00	97,970.91	97,970.91	370,258.09	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	468,229.00	97,970.91	97,970.91	370,258.09	0.00	370,258.09	79.08
	Fund 770 Sub Totals:	468,229.00	97,970.91	97,970.91	370,258.09	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 772	WCCTAC TDM							
Dept 772-7720	WCCTAC TDM							
E01	Salary and Benefits							
772-7720-41000	Salary	207,373.00	48,020.14	48,020.14	159,352.86	0.00	159,352.86	76.84
772-7720-41001	Part Time Employees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-41002	Buy Back Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-41105	Workers Compensation	4,936.00	0.00	0.00	4,936.00	0.00	4,936.00	100.00
772-7720-41200	PERS Retirement	41,374.00	9,640.30	9,640.30	31,733.70	0.00	31,733.70	76.70
772-7720-41310	Medical Insurance	45,729.00	13,870.31	13,870.31	31,858.69	0.00	31,858.69	69.67
772-7720-41400	Dental Insurance	4,283.00	1,175.80	1,175.80	3,107.20	0.00	3,107.20	72.55
772-7720-41500	Vision Care	1,089.00	0.00	0.00	1,089.00	0.00	1,089.00	100.00
772-7720-41800	LTD Insurance	1,016.00	279.63	279.63	736.37	0.00	736.37	72.48
772-7720-41900	Medicare	2,831.00	678.52	678.52	2,152.48	0.00	2,152.48	76.03
772-7720-41903	Employee Assistance Program	1,161.00	29.40	29.40	1,131.60	0.00	1,131.60	97.47
772-7720-41904	Life Insurance	436.00	69.41	69.41	366.59	0.00	366.59	84.08
772-7720-41905	Benefits in Lieu	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-41906	Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-41911	Liability Insurance	3,724.00	0.00	0.00	3,724.00	0.00	3,724.00	100.00
	E01 Sub Totals:	313,952.00	73,763.51	73,763.51	240,188.49	0.00	240,188.49	76.50
E03	Service and Supplies							
772-7720-42001	Communication	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-43300	Memberships/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-43500	Office Supplies	3,750.00	1,209.91	1,209.91	2,540.09	0.00	2,540.09	67.74
772-7720-43501	TDM Postage	0.00	782.87	782.87	-782.87	0.00	-782.87	0.00
772-7720-43502	TDM Postage	7,046.00	0.00	0.00	7,046.00	0.00	7,046.00	100.00
772-7720-43520	Copies/Printing/Shipping/Xerox	9,180.00	0.00	0.00	9,180.00	0.00	9,180.00	100.00
772-7720-43600	Professional Services	57,560.00	16,307.19	16,307.19	41,252.81	0.00	41,252.81	71.67
772-7720-43900	Rent/Building	12,954.00	4,199.39	4,199.39	8,754.61	0.00	8,754.61	67.58
772-7720-44000	Special Department Expenses	87,010.00	2,067.50	2,067.50	84,942.50	0.00	84,942.50	97.62
772-7720-44001	Public Information / Workshops	0.00	905.98	905.98	-905.98	0.00	-905.98	0.00
772-7720-44320	Travel/Training	3,000.00	74.55	74.55	2,925.45	0.00	2,925.45	97.52
	E03 Sub Totals:	180,500.00	25,547.39	25,547.39	154,952.61	0.00	154,952.61	85.85
E09	Multi Dept. Expense Transfers							
772-7720-49001	Building Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E09 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	494,452.00	99,310.90	99,310.90	395,141.10	0.00	395,141.10	79.91
	Dept 7720 Sub Totals:	494,452.00	99,310.90	99,310.90	395,141.10	0.00		
Dept 772-7730	STMP							
E01	Salary and Benefits							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
772-7730-41000	Salary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 7730 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	494,452.00	99,310.90	99,310.90	395,141.10	0.00	395,141.10	79.91
	Fund 772 Sub Totals:	494,452.00	99,310.90	99,310.90	395,141.10	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 773	STMP							
Dept 773-7730	STMP							
E01	Salary and Benefits							
773-7730-41000	Salary	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
773-7730-41001	Part Time Employees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
773-7730-41200	PERS Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
773-7730-41310	Medical Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
773-7730-41900	Medicare	0.00	0.00	0.00	0.00	0.00	0.00	0.00
773-7730-41902	FICA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E01 Sub Totals:	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
E03	Service and Supplies							
773-7730-43500	Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
773-7730-43600	Professional Services	124,795.00	7,313.12	7,313.12	117,481.88	0.00	117,481.88	94.14
773-7730-43900	Rent/Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
773-7730-44000	Special Department Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
773-7730-44320	Travel/Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E03 Sub Totals:	124,795.00	7,313.12	7,313.12	117,481.88	0.00	117,481.88	94.14
E09	Multi Dept. Expense Transfers							
773-7730-49001	Buliding Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E09 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	127,195.00	7,313.12	7,313.12	119,881.88	0.00	119,881.88	94.25
	Dept 7730 Sub Totals:	127,195.00	7,313.12	7,313.12	119,881.88	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	127,195.00	7,313.12	7,313.12	119,881.88	0.00	119,881.88	94.25
	Fund 773 Sub Totals:	127,195.00	7,313.12	7,313.12	119,881.88	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 774	WCCTAC Special Projects							
Dept 774-7740	WCCTAC Special Projects							
E01	Salary and Benefits							
774-7740-41000	Salary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774-7740-41200	PERS Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774-7740-41310	Medical Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774-7740-41800	LTD Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774-7740-41900	Medicare	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774-7740-41904	Life Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774-7740-41911	Liability insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E03	Service and Supplies							
774-7740-43500	Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774-7740-43600	Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774-7740-44000	Special Department Expense	122,318.00	0.00	0.00	122,318.00	0.00	122,318.00	100.00
774-7740-44320	Travel and Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E03 Sub Totals:	122,318.00	0.00	0.00	122,318.00	0.00	122,318.00	100.00
E09	Multi Dept. Expense Transfers							
774-7740-49001	Building Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E09 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	122,318.00	0.00	0.00	122,318.00	0.00	122,318.00	100.00
	Dept 7740 Sub Totals:	122,318.00	0.00	0.00	122,318.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	122,318.00	0.00	0.00	122,318.00	0.00	122,318.00	100.00
	Fund 774 Sub Totals:	122,318.00	0.00	0.00	122,318.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Totals:	1,212,194.00	204,594.93	204,594.93	1,007,599.07	0.00	1,007,599.07	83.12
	Report Totals:	1,212,194.00	204,594.93	204,594.93	1,007,599.07	0.00		

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ORIGINAL

MASTER COOPERATIVE AGREEMENT NO. 15W.TDM
BETWEEN
CONTRA COSTA TRANSPORTATION AUTHORITY
AND
THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

THIS MASTER COOPERATIVE AGREEMENT NO. 15W.TDM ("AGREEMENT") is made and entered into as of this 1st day of July, 2014, by and between the WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE hereinafter referred to as "SPONSOR," and the CONTRA COSTA TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY." SPONSOR and AUTHORITY are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Pursuant to the Measure C Sales Tax Renewal Ordinance (#88-01 as amended by #04-02), hereinafter referred to as Measure J, the AUTHORITY is authorized to expend funds for the provision and promotion of alternatives to commuting in single occupant vehicles, including carpools, vanpools and transit starting in 2009.

B. SPONSOR desires to implement one or more projects as described and attached to this AGREEMENT as EXHIBIT A, to reduce air pollution from motor vehicles and/or to relieve traffic congestion and /or to provide safe transportation for children, hereinafter referred to as "PROGRAM," eligible under:

- the Commute Alternatives Program category (Program 17) of Measure J; and/or
- The sub-regional West County Safe Transportation for Children: Low Income Student Bus Pass program category (Program 21b) of Measure J; and/or
- the Transportation Fund for Clean Air Program, hereinafter referred to as "TFCA," which is funded by the Bay Area Air Quality Management District, hereinafter referred to as "DISTRICT," pursuant to Health and Safety Code Section 44220 et seq.; and/or
- the Congestion Mitigation and Air Quality Program, hereinafter referred to "CMAQ," a federal grant program which is funded through the Metropolitan Transportation Commission as the Metropolitan Planning Organization for the region, hereinafter referred to as "MTC."

C. Pursuant to Measure J, AUTHORITY is committed to make available one percent (1%) of annual transportation sales tax revenues for programs or projects eligible under the Commute Alternatives program category. These funds, hereinafter referred to as "Measure J Commute Alternative Funds," may be made available to SPONSOR to help fund PROGRAM(s). Measure J Commute Alternative Funds are allocated on an annual basis by resolution of AUTHORITY.

AUTHORITY anticipates that SPONSOR will supplement Measure J Commute Alternative Funds with revenues from other eligible sources.

D. Pursuant to Measure J, AUTHORITY is committed to make available one half of one percent (.7%) of annual transportation sales tax revenues for programs or projects eligible under the West County Sub-Regional Safe Transportation for Children program category. These funds, hereinafter referred to as "Measure J Safe Transportation for Children", may be made available to SPONSOR to help fund PROGRAM(s). Measure J Safe Transportation for Children funds are allocated by resolution of AUTHORITY.

E. AUTHORITY has been designated by resolution adopted by Contra Costa County and a majority of the incorporated cities within Contra Costa County having a majority of the population within the incorporated portion of Contra Costa County as Program Manager for TFCA projects within the County. In accordance with Funding Agreement 15-CC ("FUNDING AGREEMENT") between DISTRICT and AUTHORITY, AUTHORITY has agreed to act as Program Manager for TFCA funds to be expended on projects within Contra Costa County. A copy of the FUNDING AGREEMENT is attached to this AGREEMENT as EXHIBIT B and incorporated by this reference.

F. In accordance with FUNDING AGREEMENT BETWEEN METROPOLITAN TRANSPORTATION COMMISSION AND CONTRA COSTA TRANSPORTATION AUTHORITY FOR PERFORMANCE OF REGIONAL RIDESHARE PROGRAM ACTIVITIES, hereinafter referred to as "FUNDING AGREEMENT WITH MTC" dated September 8, 2005, as amended, AUTHORITY has agreed to perform, itself or through its designee(s), specified transportation demand management activities in support of the Regional Rideshare Program, in consideration of which, AUTHORITY shall be reimbursed by MTC using CMAQ funds. A copy of the FUNDING AGREEMENT WITH MTC is attached to this AGREEMENT as EXHIBIT C and incorporated by this reference.

G. AUTHORITY approved Resolution 14-24-G on June 18, 2014 specifying funding to implement SPONSOR projects beginning in FY 2014-15.

Unless otherwise indicated herein, the term PROGRAM GRANT refers to Measure J Commute Alternative Funds, Measure J Safe Transportation for Children, TFCA funds and/or CMAQ funds.

NOW, THEREFORE, in consideration of the foregoing, the AUTHORITY and SPONSOR do hereby agree as follows:

SECTION I

SPONSOR AGREES:

1. Application of Funding.

For each PROGRAM approved and funded by AUTHORITY, to apply a PROGRAM GRANT received under this AGREEMENT to PROGRAM(s) in accordance with the terms and conditions specified in Funding Resolution No. 14-24-G approved by the AUTHORITY; and consistent with the information contained in the Project Worksheet attached to this AGREEMENT as EXHIBIT D and incorporated by this reference ("Sponsor Worksheets").

2. Invoices.

To provide invoices requesting reimbursement of eligible expenditures incurred in the form and detail as requested by AUTHORITY, along with supporting documentation as required by AUTHORITY. Invoices will be submitted monthly or bi-monthly at the discretion of SPONSOR.

3. Audit.

To maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. To allow AUTHORITY, DISTRICT, MTC or any independent auditor selected by any of these parties, to audit all expenditures relating to each PROGRAM funded through this AGREEMENT. For the duration of each PROGRAM, and for four (4) years following completion of the PROGRAM, or earlier discharge of the AGREEMENT, SPONSOR shall make available all records relating to expenses incurred in performance of this AGREEMENT.

4. Reporting.

To submit to AUTHORITY any quarterly, semi-annual and annual reports on each PROGRAM in the format and detail as required by AUTHORITY and specified in the FUNDING AGREEMENTS supporting PROGRAM(s), as applicable.

5. Management.

To provide overall management of PROGRAM(s) including responsibility for schedule, budget, and oversight of services performed by others and to be responsible for evaluation, selection, and management of consultants and contractors.

6. Copies.

To maintain sufficient records demonstrating SPONSOR's compliance with the terms of the Measure J Expenditure Plan and Strategic Plan, including amendments, and this AGREEMENT for a period of five (5) years from the date of this AGREEMENT and to allow the AUTHORITY and its duly authorized representatives, agents and consultants access such records and be audited. SPONSOR shall ensure that audit working papers are made available to the AUTHORITY or its designee upon request for a period of three

(3) years from the date the audit report is issued, unless extended in writing by the AUTHORITY.

7. Signage.

If PROJECT involves construction or capital acquisition, to install a sign approved by the AUTHORITY that identifies Measure J and AUTHORITY as a funding source, if applicable. If PROJECT involves the production of promotional materials, including but not limited to brochures, signage, displays, give-away items used in connection with promotional events, to include AUTHORITY's logo thereon. If TFCA funds are used for any project, SPONSOR shall also use the DISTRICT's logo in accordance with the FUNDING AGREEMENT.

8. Surplus Personal Property.

To comply with AUTHORITY's Policy on Disposition of Surplus Personal Property Acquired by a Project Sponsor or Recipient of Program Funds and No Longer Required for the Project or Program with respect to the disposal of any surplus property acquired in whole or part with Measure J Commute Alternative Funds. To the extent that surplus personal property has been purchased in whole or in part with TFCA funds, SPONSOR shall comply with the provisions of the FUNDING AGREEMENT with respect to that *pro rata* portion of the surplus personal property.

9. TFCA Funding Requirements

If PROGRAM involves TFCA funds, to comply with all relevant requirements of applicable law relating to the application and/or expenditure of those funds and to be bound by, and to include in any funding or other agreements which it may enter into with recipients of TFCA funds, all relevant requirements of the FUNDING AGREEMENT applicable to recipients of TFCA funds, including, without limitation, the requirements set forth in Section II, Paragraphs 7, 11, 12, 13, 15, 16, 17, 18, 19, 20 and 21 of the FUNDING AGREEMENT.

10. CMAQ Funding Requirements.

If PROGRAM involves CMAQ funds, to comply with all relevant requirements of applicable law relating to the application and/or expenditure of those funds and to be bound by, and to include in any funding or other agreements which it may enter into with recipients of CMAQ funds, all relevant requirements of FUNDING AGREEMENT WITH MTC, including amendments, applicable to recipients of TFCA funds and MOU regarding access to 511 Ridematch Tool Database (EXHIBIT C). The use of CMAQ funds in support of any project shall require expenditure of any funds within that project be subject to all federal requirements mandated in FUNDING AGREEMENT WITH MTC.

11. Compliance with Local, State and Federal Requirements

If PROGRAM requires SPONSOR to enter into a contract with a contractor and/or consultant, SPONSOR shall ensure that such contract complies with all applicable local, state and federal requirements and shall give all notices required by law. Additionally, any contractor and/or consultant is responsible for ensuring that subcontractors, at as many tiers of PROGRAM as required, perform in accordance with the terms, conditions and specifications of such contract, including local, state and/or federal requirements. Upon request of AUTHORITY and/or SPONSOR, any contractor and/or consultant shall provide evidence of the steps it has taken to ensure its compliance with the local, state and/or federal requirements, as well as the evidence of the subcontractor's compliance, at all tiers.

SECTION II

AUTHORITY AGREES:

1. Reimbursement

Consistent with the procedures specified in Section I, paragraph 2 above, to reimburse SPONSOR for eligible expenses incurred in conducting the PROGRAM up to the amounts stated in SECTION III, Paragraph 14 of this AGREEMENT.

2. Notice of Audit

To provide timely notice if an audit is to be conducted.

3. Compliance with Requirements Applicable to Program Manager

If PROGRAM involves TFCA funds, to comply with requirements of the FUNDING AGREEMENT applicable to Program Manager.

4. Compliance with Requirements Applicable to Recipient

If PROGRAM involves CMAQ funds, to comply with requirements of the FUNDING AGREEMENT WITH MTC applicable to RECIPIENT.

SECTION III

IT IS MUTUALLY AGREED:

1. Term

Qualified expenditures for PROGRAM(S) approved under this AGREEMENT shall be eligible for reimbursement from TFCA funds when incurred on or after the specified date

of signature by DISTRICT of the FUNDING AGREEMENT (EXHIBIT B) but not prior to July 1, 2014; for other funding sources when incurred on or after July 1, 2014.

TFCA funding expires August 31, 2016, hereinafter referred to as Termination Date. Termination Date may be extended only as provided for in FUNDING AGREEMENT and confirmed in writing by the AUTHORITY. Any appropriated but unexpended funds related to this AGREEMENT as of Termination Date shall revert to AUTHORITY and shall be available for other TFCA-eligible projects, or shall be refunded to DISTRICT by AUTHORITY in accordance with FUNDING AGREEMENT. To the extent there are insufficient funds available to reimburse SPONSOR for the full amount of TFCA funds appropriated herein, a *pro rata* portion of available TFCA Funds shall be distributed to SPONSOR.

Funds are expected to be expended by the Termination Date applicable to the expenditure of TFCA funds, as provided above. For purposes of Measure J funds, Termination Date may be extended if so requested in writing by SPONSOR and approved in writing by AUTHORITY. To the extent there are insufficient Measure J funds available to reimburse SPONSOR for the full amount appropriated herein, a *pro rata* portion of available Measure J funds shall be distributed to SPONSOR.

Requests for reimbursement of CMAQ eligible expenditures shall be made no more frequently than monthly. CMAQ funds must be expended during the 2014-15 fiscal year (July 1, 2014 through June 30, 2015). CMAQ funds not expended during the fiscal year will not be available in the following fiscal year.

This AGREEMENT will remain in effect until discharged or otherwise terminated as provided above or in Paragraph 2 below, except for the provisions relating to indemnity (SECTION III, 4), which shall survive termination of this AGREEMENT.

2. Discharge

This AGREEMENT shall be subject to discharge as follows:

a. This AGREEMENT may be canceled by a party for breach of any obligation, covenant, or condition hereof by the other party, upon written notice to the breaching party. With respect to any breach that is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party.

b. By mutual consent of both parties, this AGREEMENT may be terminated in writing at any time.

3. Cap on Aggregate Expenditures

In no event shall the portion of PROGRAM GRANT funded with Measure J funds, when aggregated with amounts of previously allocated Measure J, exceed the Measure J Expenditure Plan program category amount set forth in Recital C and/or D, nor shall the timing of payments to SPONSOR pursuant to this AGREEMENT, together with the timing of payments of Measure J funds pursuant to all previously approved PROGRAM GRANT(s), exceed the amount allocated for such period pursuant to AUTHORITY'S current Strategic Plan. Funds approved under the TFCA program by AUTHORITY as Program Manager for Contra Costa County or under the CMAQ program by AUTHORITY as delegatee of MTC included within such PROGRAM GRANT, or as a part of any previously approved PROGRAM GRANT, shall not be included in the calculations set forth in the preceding sentences.

4. Indemnity

It is understood and agreed that neither AUTHORITY, nor any officer, employee, agent or contractor thereof, shall be responsible for, and SPONSOR shall indemnify and hold AUTHORITY and its officers, employees, agents and contractors harmless from, any damage or liability occurring by reason of anything done or omitted to be done by SPONSOR, its officers, employees, consultants or contractors, under or in connection with the services, authority or jurisdiction of SPONSOR or delegated to SPONSOR under this AGREEMENT. Without limiting the generality of the foregoing, it is further specifically understood and agreed that, pursuant to California Government Code Section 895.4, SPONSOR shall fully indemnify and hold AUTHORITY and its officers, employees, agents and contractors harmless from any liability or damages imposed for injury as defined by California Government Code Section 810.8 occurring by reason of anything done or omitted to be done by SPONSOR, its officers, employees, agents or contractors under this AGREEMENT or in connection with any services, authority or jurisdiction of SPONSOR or delegated to SPONSOR under this AGREEMENT.

In addition, SPONSOR shall indemnify and hold harmless the DISTRICT, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of its performance of a project or operation or use of the equipment that is subject to the FUNDING AGREEMENT.

5. Notices

Any notice which may be required under this AGREEMENT shall be in writing, effective when received, and given by personal service, certified or registered mail (return receipt requested), or courier service to the addresses set forth below, or to such addresses which may be specified in writing by the parties hereto.

Notices to SPONSOR: Notices to AUTHORITY:

John Nemeth
WCCTAC
6333 Potrero Avenue
El Cerrito, CA 94530

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

With a copy to:
Danelle Carey
WCCTAC
6333 Potrero Avenue
El Cerrito, CA 94530

By executing this AGREEMENT, each of the parties acknowledges and agrees that the persons identified above, or any other person designated by either party to AGREEMENT by notice to the other party, is authorized to execute documents and to bind the party with respect to this AGREEMENT.

6. Additional Acts and Documents

Each party agrees to do all such things and take all such actions and to make, execute, and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent, and purpose of the AGREEMENT.

7. Counterparts:

This Agreement may be signed in counterparts, each of which shall constitute an original.

8. Amendment

SPONSOR may, at any time, request an amendment to the work scope or budget of any PROGRAM funded under this AGREEMENT with Measure J or CMAQ funds by submitting a revised EXHIBIT D, indicating the proposed amendment in redline/strikeout format, together with a signed transmittal letter indicating the reason for the proposed change. Submittal of these documents shall be construed as SPONSOR's consent to amend this AGREEMENT as specified. AUTHORITY will evaluate SPONSOR's request on the basis of consistency with applicable policies and, if approved, will convey notice of approval to SPONSOR in writing. Upon approval by AUTHORITY, this AGREEMENT will be considered amended per SPONSOR's request.

SPONSOR may, at any time, request an amendment to the work scope and budget of any PROGRAM funded under this AGREEMENT with TFCA funds by submitting a revised EXHIBIT D, indicating the proposed amendment in redline/strikeout format, together with a signed transmittal letter indicating the reason for the proposed change and a revised cost effectiveness worksheet, if necessary as determined by AUTHORITY. Submittal of these documents shall be construed as SPONSOR's consent to amend this

AGREEMENT as specified. AUTHORITY will convey SPONSOR's request, along with supporting documents to the DISTRICT for approval, if required. Upon approval by the DISTRICT, this AGREEMENT will be considered amended per SPONSOR's request.

This AGREEMENT may otherwise be amended by written amendment executed by the parties and shall not be changed, modified, or rescinded except as provided herein. Any attempt at oral modification of this AGREEMENT shall be void and of no effect.

9. Independent Agency

SPONSOR renders its services under this AGREEMENT as an independent agency. None of the SPONSOR's agents or employees shall be agents or employees of AUTHORITY.

10. Assignment

This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

11. Binding on Successors

This AGREEMENT shall be binding upon the successor(s), assignee(s), or transferee(s) of AUTHORITY or SPONSOR(s) as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.

12. Severability

Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect, provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

13. Limitation

All obligations of AUTHORITY under the terms of this AGREEMENT with respect to Measure J Commute Alternative funds are expressly subject to AUTHORITY's continued authorization to collect and expend the sales tax proceeds provided by Measure J. If for any reason AUTHORITY's right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, AUTHORITY shall promptly notify SPONSOR, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by mutual consent, provided that any future

obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of AUTHORITY to expend sales tax proceeds for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of AUTHORITY under all outstanding contracts, agreements and other obligations of AUTHORITY, of funds for such purposes.

All obligations of the AUTHORITY hereunder with respect to TFCA funds are expressly subject to and limited by the terms of FUNDING AGREEMENT and applicable provisions of state and federal law, including, but not limited to, provisions related to the AUTHORITY'S designation as Program Manager. In the event that AUTHORITY loses its designation as Program Manager or otherwise becomes ineligible to receive TFCA funds or if for any reason, such TFCA funds are no longer available to it, AUTHORITY's obligations hereunder shall be terminated without further obligation or liability to SPONSOR.

In addition, all obligations of the AUTHORITY hereunder with respect to CMAQ funds are expressly subject to and limited by the terms of FUNDING AGREEMENT WITH MTC and applicable provisions of state and federal law, including, but not limited to, provisions related to AUTHORITY's designation as implementing agency for specified portions of MTC's CMAQ program. In the event that AUTHORITY loses its designation or otherwise becomes ineligible to receive CMAQ funds or if for any reason, such CMAQ funds are no longer available to it, AUTHORITY's obligations hereunder shall be terminated without further obligation or liability to SPONSOR.

14. Total Cost

The total cost of this Agreement is **FOUR HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED FIFTY-ONE DOLLARS ($494,451)** from Resolution No. 14-24-G and will not exceed that amount unless amended in writing by all parties.

15. Attorney's Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

16. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. Integration

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year above written.

CONTRA COSTA TRANSPORTATION AUTHORITY

by: _____
Randell H. Iwasaki
Executive Director

ATTEST:

by: _____

APPROVED as to legal form.

By: _____
Malathy Subramanian,
Authority Counsel

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

by: _____
John Nemeth
Executive Director

ATTEST:

by: _____

APPROVED as to legal form.

by: _____
Benjamin D. Reyes

EXHIBIT A

Project Descriptions

15CC01
West Contra Costa County Emissions/Trip Reduction Program

The West Contra Costa Commute Incentive Program is managed by WCCTAC and promotes the use of commute alternatives to individuals who drive alone in the West Contra Costa region. TFCA funds will be used to implement ridematching, trip reduction and emissions reduction programs through outreach to employers, residents, municipalities and schools in West Contra Costa County.

West Contra Costa County Commute Trip Reduction Program:

511 Contra Costa staff will work with employers and the community to encourage clean trips in West Contra Costa County. In coordination with local transit agencies, the program provides information and incentives for transit and transportation services. Outreach will be conducted through community and employer events; outreach will include targeted mailings, and notice of promotions through City and County residential activities. Additionally, the 511 Contra Costa and 511.org websites will be used to inform West Contra Costa commuters of the programs and services available.

The FY 2014/15 Program activities include:

- Support/Assist SB 1339 and employer development of Commuter Benefits Programs (pre-tax benefits).
- Circulate commute promotions to decrease SOV and encourage alternative modes of transportation through incentives, commute challenges and on-site employer and community events.
- Incentives for participating worksites in the form of bicycle racks and lockers equipment at locations available to the public.
- Bike to Work Day, Encourage employer participation and interest in Bike to Work Day activities. Promote bicycle repair workshops and bicycle safety to increase bicycle ridership.
- Bucks for Bikes, encouraging increased bicycle commuting in West County through a bicycle incentive program.
- Promote Real-time ridesharing, including Carma. Assist in the marketing and outreach effort to increase the number of carpoolers in West Contra Costa County.
- Administer a countywide Guaranteed Ride Home Reimbursement Program to encourage the use of carpools, vanpools, transit, walking and biking.
- Work with municipalities to gauge interest in electronic charging infrastructure to promote electric vehicle use.

- Employee Transportation Survey, Assist with the drafting, implementing, data analysis and final report of the employee transportation survey (either hard copy or on-line).

- Assistance to Employers for Work Site Shuttle Services: Staff will provide assistance to local business to review options for "First-Mile"/"Last-Mile" shuttle services to the work location.

School Trip Reduction:

- Student Travel Program: 511 Contra Costa Staff will work with the West Contra Costa Unified and John Swett School Districts (as well as the local private and charter schools) to encourage congestion relief at schools by providing incentives to encourage parents to form or join carpools, reduce vehicle idle time and provide school-specific ridematching link for schools in the West Contra Costa region. Free public passes on West Cat and potentially AC Transit to ride the bus instead of parents driving them to school.

- College Transit Pass Program: 511 Contra Costa Staff will continue to coordinate with the Community College representatives and the local transit agencies to implement a program which encourages students to use a commute alternative to reach the Community College campus in West Contra Costa. The contribution of 511 Contra Costa will be incentive funds for programs.

EXHIBIT B

Bay Area Air Quality Management District
Funding Agreement

ORIGINAL

FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
CONTRA COSTA TRANSPORTATION AUTHORITY

15-CC

This Funding Agreement (Agreement) is entered into between the Contra Costa Transportation Authority, hereinafter referred to as "County Program Manager," and the Bay Area Air Quality Management District, hereinafter referred to as "Air District," hereinafter referred to jointly as "Parties." This Agreement includes Attachment A, which specifies the funding allocated under this Agreement, and Attachment B, which pertains to insurance requirements.

SECTION I

RECITALS:

1) The Air District is authorized under California Health and Safety (Health & Safety) Code Sections 44223 and 44225 to levy a fee on motor vehicles registered within its jurisdiction ("Motor Vehicle Fees"), a portion of which the Air District receives and dedicates to its Transportation Fund for Clean Air (TFCA) program.

2) TFCA program monies may be allocated for projects to reduce air pollution from motor vehicles and to implement transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233, 40717, and 40919.

3) In accordance with Health and Safety Code Section 44241(d), the Air District allocates not less than forty (40) percent of the TFCA monies received to implement the TFCA County Program Manager program ("Program").

4) The Air District has been notified, in a communication dated September 16, 1992, that the County Program Manager is the duly authorized recipient of the proportionate share of Program monies for Contra Costa County, and has been so designated by resolution(s) adopted by the Contra Costa County Board of Supervisors and by the city councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The terms and conditions for the expenditure of the County's Program monies by the County Program Manager are set forth in the resolution(s).

5) On December 18, 2013, the Air District Board of Directors ("Board of Directors") approved the TFCA County Program Manager Fund Policies for Fiscal Year Ending 2015 ("Policies"). The Policies set forth requirements, including eligibility and cost-effectiveness requirements, for projects funded by TFCA funds in fiscal year ending (FYE) 2015. The Policies are incorporated as Appendix D and made a part of the "County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2015, December 18, 2013" ("Guidance"), and are incorporated herein and made a part hereof by this reference as if fully set forth herein.

6) On or about March 3, 2014, the County Program Manager submitted an Expenditure Plan Application to the Air District for its Contra Costa County TFCA Program ("Contra Costa County TFCA Program"), which specified interest income earned by the County Program

Manager and TFCA funds from previously funded TFCA projects available for reprogramming to other eligible TFCA projects.

7) On May 21, 2014, the Board of Directors approved an estimated allocation of FYE 2015 TFCA Program monies of $1,378,452 for Contra Costa County. On this same date, the Board of Directors approved an estimated total funding level for FYE 2015 for Contra Costa County to be administered by the County Program Manager (FYE 2015 TFCA funds), plus interest reported by the County Program Manager and any reprogramming of previous TFCA monies remaining from projects from previous fiscal years, of $1,414,860.56, which is covered under this Agreement ("TFCA Funds").

8) The Air District and the County Program Manager, pursuant to Health and Safety Code Section 44241, hereby enter into this funding agreement to implement the Program within Contra Costa County; to select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and comply with the Policies; and to oversee such funded projects to assure that they meet, and are implemented in accordance with, the Policies and the terms of this funding agreement ("Agreement"). This Agreement covers the funding allocation set forth in Paragraph 7 above.

SECTION II

COUNTY PROGRAM MANAGER AGREES:

1) To implement the FYE 2015 Program within Contra Costa County in accordance with this Agreement and the Policies.

2) To select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and that comply with the Policies and the terms of this Agreement ("Program Projects"). Recipients of TFCA Funds may include the County Program Manager, which undertakes its own County projects, and other entities ("Sub-awardees"). The County Program Manager shall designate the Program Projects as FYE 2015 Program Projects for administrative purposes.

3) Except in the case where the County Program Manager is the Sub-awardee, to enter into a binding agreement with each Sub-awardee that sets forth the maximum amount of TFCA Funds awarded for each Program Project, and requires each Sub-awardee to comply with the terms of this Agreement and the Policies and to implement the Program Projects as approved by the County Program Manager. The County Program Manager shall maintain copies of the County Program Manager's written agreements with Sub-awardees and any amendments thereto with Sub-awardees to carry out the Program Projects.

4) To encumber and expend all TFCA Funds within two (2) years of receipt of the first payment of the TFCA funds. The County Program Manager may extend this time limit to the last day of the Term of this Agreement if, consistent with the Policies:

   a) The County Program Manager approves an application to extend the time to implement a particular Program Project, which extended deadline will be later than two (2) years from the date the County Program Manager receives the first payment of TFCA funds, or

b) The County Program Manager finds, based on the Sub-awardee's application that despite significant progress on the particular Program Project, the Sub-awardee requires additional time to implement the Program Project.

5) To return to the Air District any TFCA Funds and associated interest unexpended as per Section II, Paragraph 4 unless either:

   a) The County Program Manager has approved an extension for a Sub-awardee to implement its Program Project(s) as per Section II, Paragraph 4, or

   b) The Air District and the County Program Manager have amended this Agreement to provide for further extensions of time to expend such funds.

6) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all TFCA Funds and to withdraw funds from this separate account only for the reimbursement of costs to implement Program Projects. Failure to comply with this paragraph shall constitute grounds for termination pursuant to Section IV, Paragraph 2 below.

7) To maintain, or cause to be maintained, adequate records to document and demonstrate to Air District staff and auditors the receipt, interest accrual, and expenditures of Air District funds to implement the Program.

8) To track and report to the Air District all interest accrued from TFCA Funds.

   a) The County Program Manager shall not use interest from TFCA Funds for administrative purposes.

   b) The County Program Manager's distribution of any interest funds shall be at the discretion of the County Program Manager, after consultation with the Air District and shall be in accordance with the Policies and applicable State law.

9) To track and report to the Air District any TFCA Funds and associated interest unencumbered at the time of completion or termination of a Program Project. The distribution of any such funds and associated interest shall be at the discretion of the County Program Manager, after consultation with the Air District.

10) To limit administrative costs to conduct the Program to no more than five percent (5%) of the FYE 2015 TFCA monies received by the County Program Manager.

11) To allow, and to require the Sub-awardees to allow, the Air District's staff, its authorized representatives, and its independent auditors, during the term of this Agreement and for three (3) years following completion of each Program Project, to conduct performance and financial audits of the County's Program and Program Projects and to inspect the Program Projects. During audits, the County Program Manager will make available to the Air District in a timely manner all records relating to the County Program Manager's implementation of the Program and of Sub-awardees' expenses and performance of their Program Projects. During inspections, the County Program Manager will provide, at the request of the Air District, access to inspect a Sub-awardee's Program Projects and related records.

12) To keep, and to require Sub-awardees to keep, all financial and Program Project implementation records necessary to demonstrate compliance with this Agreement and the Program. Such records include the reports and those records required to comply with Section II, Paragraphs 8, 9, 10, 11, 12, 15, and 21. Such records shall include documentation that

demonstrates significant progress made for those Program Projects seeking extensions to the completion date. The County Program Manager shall keep such documents in a central location for a period of five (5) years following completion of the projects and shall require each Sub-awardee to keep its necessary records at a central Sub-awardee location.

13) To maintain, and to require that each Sub-awardee maintain, employee time sheets documenting those hourly labor costs incurred in the implementation of this Agreement, including both administrative and Program Project implementation costs, or to establish an alternative method to document staff costs charged to the funded project.

14) To distribute TFCA Funds allocated to a Sub-awardee only as reimbursement for documented Program Project costs that are eligible and approvable under the Policies.

15) To prepare and submit reports to the Air District as follows:

   a) Semi-annual Funding Status Report: Beginning May 31, 2015, the County Program Manager shall submit a report on May 31 and October 31 of each year until all Program Projects are completed that specifies a) the Program Projects that have been cancelled, completed, and completed at a cost less than the allocation during the previous six-month period and if completed at a lesser cost, the amount of associated unexpended funds; and b) the Program Projects for which the County Program Manager has extended any deadlines and, for those projects, the revised completion date and documentation of the County Program Manager's certification that, pursuant to Health and Safety Code Section 44242(d), the Sub-awardee had made significant progress.

   b) Final Reports: Beginning May 31, 2015, the County Program Manager shall submit each May 31 and October 31, until all Program Projects are completed, a Final Report for each completed Program Project, which itemizes (a) the expenditure of the TFCA Funds, and (b) the results of the monitoring of the performance of each Program Project on Air District-approved report forms.

   c) Interim Project Reports: Beginning October 31, 2015, the County Program Manager shall submit each October 31 an Interim Project Report for each Program Project that has not been completed and which itemizes (a) the expenditure of the TFCA Funds, and (b) the status of each Program Project's implementation on Air District-approved report forms.

   d) If the due date for a report specified above falls on a weekend or on a State holiday, then that report is due on the following business day.

16) To acknowledge, and to require all Sub-awardees to acknowledge, the Air District as a Program Project's funding source during the implementation of a Program Project and to use the Air District's approved logo as specified below:

   a) The logo shall be used on signs posted at the site of any Program Project construction.

   b) The logo shall be displayed on any vehicles or equipment operated or obtained as part of a Program Project.

   c) The logo shall be used on any public information material relating to a Program Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps and other promotional materials.

d) The County Program Manager shall retain documentation, such as photographs of vehicles and copies of press releases, demonstrating that Air District logos are used and displayed as required.

17) To assure that all TFCA Funds received under this Agreement are expended only in accordance with all applicable provisions of law for projects that are implemented directly by the County Program Manager, and to require Sub-awardees to expend the funds only in accordance with all applicable provisions of law.

18) To return, and to require that Sub-awardees return, to the County Program Manager all TFCA Funds that are not expended in accordance with applicable provisions of law.

19) To return funds to the Air District, and require that Sub-awardees return their funds to the County Program Manager if a project is not maintained and/or operated throughout and until the conclusion of the Project Years of Effectiveness. The Project Years of Effectiveness is the default value stated in Appendix H of the Guidance for the applicable project type, unless a different value was approved and shown to yield a Project meeting the cost-effectiveness requirement in the Policies by the County Program Manager. The amount of funds returned to the County Program Manager shall be calculated on a prorated basis. Any such funds returned to the County Program Manager shall be reallocated to eligible TFCA Program Projects.

20) To obtain and maintain, and to require that each Sub-awardee obtain and maintain, throughout the Term of this Agreement, the insurance coverage specified in "Insurance Requirements," Attachment B, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements is a breach of this Agreement.

21) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 *et seq.*), to make available to the public and to require that Sub-awardees make available to the public any software, written documents, or other products developed with TFCA Funds.

SECTION III

AIR DISTRICT AGREES:

1) To pay the FYE 2015 TFCA monies, the amount of which is estimated on Attachment A, Summary Information, Line 1 and calculated as set forth in Section III, Paragraphs 1a and 1b below, for Program Projects that are consistent with the Policies and this Agreement, in two payments. Payments shall be made after this Agreement has been signed by both the County Program Manager and the Air District. Notwithstanding the above, the Air District is only obligated to pay that portion of the FYE 2015 TFCA monies that that constitutes that portion of the fees subvened by the California Department of Motor Vehicles ("DMV") for calendar year 2014 to the Air District for its allocation to the County Program Manager from the Program funds. To the extent the estimated FYE 2015 TFCA monies exceed the Motor Vehicle Fees that are received by the Air District and are available to the County Program Manager, the County Program Manager understands and agrees that the Air District will not

pay the difference between the Motor Vehicle Fees available and the estimated FYE 2015 TFCA monies.

a) To endeavor to forward the first payment within thirty (30) business days of the Air District receiving from the DMV all the revenues that comprise the payment. The first payment shall represent the County's proportionate share of the Program revenues generated from registration fees paid for motor vehicles that registered in Contra Costa County between January 1, 2014, and June 30, 2014, less Air District's administrative and audit costs.

b) To endeavor to forward the second payment within thirty (30) business days of the Air District receiving from the DMV all the revenues that comprise the payment. The second payment shall represent the County's proportionate share of the Program revenues generated from registration fees paid for motor vehicles that registered in Contra Costa County between July 1, 2014, and December 31, 2014, less Air District's administrative and audit costs.

2) To provide timely notice prior to conducting an audit.

3) To provide the County Program Manager, and any other requesting party, a copy of the fiscal and performance audits conducted pursuant to Section 44242 of the Health and Safety Code.

4) To provide the County Program Manager with all Air District-approved County Program Manager reporting forms required for the County Program Manager to submit pursuant to this Agreement, including the reports required pursuant to Section II, Paragraph 15 above.

5) To provide a copy of the Air District logo to the County Program Manager solely for use to fulfill the obligation under Section II.16 of this Agreement.

SECTION IV

IT IS MUTUALLY AGREED:

1) Term: The term of this Agreement shall be from the Effective Date of this Agreement until December 31, 2018) ("Term"), unless it is terminated or amended as provided for in Paragraphs 2 and 8 of this Section or elsewhere in this Agreement.

   If the County Program Manager seeks to extend the Term in order to provide a Sub-awardee additional time to complete its Program Project(s) beyond the two-year extension already provided by the County Program Manager, the County Program Manager shall submit that request to the Air District no later than 60 days prior to the end of the Term.

2) Termination: Either Party may terminate this Agreement at any time by giving written notice of termination to the other Party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination, unless the parties mutually agree to an earlier termination date. This Agreement shall also terminate at the end of the fiscal year during which the Contra Costa Transportation Authority loses its designation as County Program Manager for Contra Costa County.

3) Indemnity: The County Program Manager shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the County Program Manager of its duties under this Agreement and shall require Sub-awardees to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the project or operation or use of the equipment that is subject to this Agreement.

4) Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the addresses set forth below, or to such addresses which may be specified in writing to the Parties hereto.

Executive Director
Contra Costa Transportation Authority
2999 Oak Rd., Suite 100
Walnut Creek, CA 94597

Air Pollution Control Officer
Bay Area Air Quality Management District
939 Ellis Street
San Francisco, CA 94109

5) Program Liaison: Within thirty (30) days from the Effective Date of this Agreement, the County Program Manager shall notify the Air District of the County Program Manager's Program Liaison and of the Liaison's address, telephone number, and email address. The Program Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the contact for information about the Program and Program Projects. The County Program Manager shall notify the Air District of the change of Program Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of any change.

6) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

7) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the County Program Manager related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

8) Amendment: This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9) Independent Contractor: Neither the County Program Manager nor its officers, employees, agents, or representative shall be considered employees or agents of the Air District.

10) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

11) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

12) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.

13) Force Majeure: Neither the Air District nor the County Program Manager shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of this Agreement, or other causes, except financial that are beyond the reasonable control of the Air District or the County Program Manager.

14) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.

15) Effective Date: The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes the Agreement (the "Effective Date").

16) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both parties' respective successors and assigns. Such terms include, but may not be limited to, the auditing requirements set forth in Paragraph II, Paragraph 11.

IN WITNESS WHEREOF, the County Program Manager and the Air District have entered into this Agreement as of the date listed below.

FOR COUNTY PROGRAM MANAGER:

by: _____
Randell H. Iwasaki
Contra Costa Transportation Authority

FOR AIR DISTRICT:

by: _____ for Date: 1/25/2014
Jack P. Broadbent
Executive Officer/APCO
Bay Area Air Quality Management District

Approved as to legal form (optional):

by: _____
Contra Costa Transportation Authority

Approved as to legal form:

by: _____
Brian C. Bunger, District Counsel
Bay Area Air Quality Management District

SUMMARY INFORMATION

County Program Manager Agency Name: Contra Costa Transportation Authority

Address: 2999 Oak Rd., Suite 100, Walnut Creek, CA 94597

PART A: NEW TFCA FUNDS

1. Estimated FYE 2015 DMV revenues (based on projected CY2013 revenues): Line 1: $1,378,452.00
2. Difference between prior-year estimate and actual revenue: Line 2: $33,405.22
   a. Actual FYE 2013 DMV revenues (based on CY2012): $1,356,840.22
   b. Estimated FYE 2013 DMV revenues (based on CY2012): $1,323,435.00
   ('a' minus 'b' equals Line 2.)
3. Estimated New Allocation *(Sum of Lines 1 and 2)*: Line 3: $1,411,857.22
4. Interest income. List interest earned on TFCA funds in calendar year 2013. Line 4: $3,003.34
5. Estimated TFCA monies budgeted for administration:[1] Line 5: $70,592.86
   (Note: This amount may not exceed 5% of Line 3.)
6. **Total new TFCA funds available in FYE 2015 for projects and administration Line 6: $1,414,860.56**
   (Add Lines 3 and 4. These funds are subject to the six-month allocation deadline.)

PART B: TFCA FUNDS AVAILABLE FOR REPROGRAMMING

7. **Total amount from previously funded projects available for reprogramming to other projects.** *(Enter zero (0) if none.)* **Line 7:** $ .00

   (Note: Reprogrammed funds originating from pre-2006 projects are not subject to the six-month allocation deadline.)

PART C: TOTAL AVAILABLE TFCA FUNDS

8. **Total Available TFCA Funds** *(Sum of Lines 6 and 7)* **Line 8: $1,414,860.56**
9. Estimated Total TFCA funds available for projects *(Line 8 minus Line 5)* Line 9: $1,344,267.70

[1] The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, County Program Managers must limit their administrative costs to no more than 5% of the actual total revenue received from the Air District.

INSURANCE REQUIREMENTS

Verification of Coverage

The County Program Manager shall obtain and maintain certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require the County Program Manager to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Minimum Scope of Insurance

Throughout the Term as defined in Section IV of the Agreement, the County Program Manager shall obtain and maintain in full force and effect the Liability Insurance as set forth below, and shall require each Sub-awardee to obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

1. **Liability Insurance** with a limit of not less than $1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the County Program Manager and Sub-awardee, and to the operation of the vehicles, vessels, engines or equipment operated by the Sub-awardee.

2. **Property Insurance** in an amount of not less than the insurable value of Sub-awardee's vehicles, vessels, engines or equipment funded under the Agreement, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

EXHIBIT C

MTC (CMAQ) Funding Agreement

AMENDMENT NO. 3 TO FUNDING AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And CONTRA COSTA TRANSPORTATION AUTHORITY
For PERFORMANCE OF 511 REGIONAL RIDESHARING AND BICYCLING PROGRAM ACTIVITIES

THIS AMENDMENT, effective as of July 1, 2012 is Amendment No. 3 to the Agreement by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and the Contra Costa Transportation Authority ("CCTA" or "RECIPIENT"), dated September 8, 2005, and amended October 1, 2006 and July 1, 2011 (collectively, "Agreement").

NOW, THEREFORE, the parties agree to modify the subject Agreement as follows.

1. Article 2.0, TIME OF PERFORMANCE, is revised to extend the period of performance to June 30, 2016.

2 Article 3.0, FUNDING AND METHOD OF PAYMENT, is revised as follows:

a. Subarticle A, Compensation, is amended as follows:

Subject to annual federal appropriations and MTC's budget approval process, MTC agrees to provide RECIPIENT on a cost reimbursement basis, 88.53% of its project costs, or up to seven hundred seventy thousand dollars ($770,000) in CMAQ funds for the purpose of funding the Project described in Attachment A, Scope of Work, Revised July 1, 2012. This amount is broken down in the following not-to-exceed amounts for each fiscal year (FY): up to seventy thousand dollars ($70,000) in FY05-06; up to seventy thousand dollars ($70,000) in FY06-07; up to seventy thousand dollars ($70,000) in FY07-08; up to seventy thousand dollars ($70,000) in FY08-09; up to seventy thousand dollars ($70,000) in FY09-10; up to seventy thousand dollars ($70,000) in FY10-11; up to seventy thousand dollars ($70,000) in FY 11-12; up to seventy thousand dollars ($70,000) in FY 12-13; up to seventy thousand dollars ($70,000) in FY 13-14; up to seventy thousand dollars ($70,000) in FY14-15; and up to seventy thousand dollars ($70,000) in FY 15-16. RECIPIENT shall provide the remaining 11.47% of the project costs, and all staff support necessary to complete the Project.

b. Subarticle G, Maximum Payment, is amended to increase the maximum payment by $280,000 to seven hundred seventy thousand dollars ($770,000).

3. Attachment A, Scope of Work, Revised July 1, 2011 is deleted in its entirety and replaced with the attached Attachment A, Scope of Work, Revised July 1, 2012, attached hereto and incorporated herein by this reference.

4. Retention of Contract Provisions. Except as provided herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION COMMISSION

Ann Flemer for

Steve Heminger, Executive Director

CONTRA COSTA TRANSPORTATION AUTHORITY

Randell H. Iwasaki

Randell H. Iwasaki, Executive Director

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ATTACHMENT A
Scope Of Work
Revised July 1, 2012

FY 2012/13 – FY 2015/16

The CCTA shall act on behalf of and support the mission and goals of, the 511 Regional Ridesharing and Bicycling Program (RRBP) to perform the following tasks for Contra Costa County:

Employer Outreach

1. Comply with the definitions provided in Attachment A-2, Definitions.

2. Identify employers that do not have Transportation Demand Management (TDM) programs or are not aware of the services provided by the CCTA and/or the 511 Ridesharing & Bicycling Program. Introduce these employers to TDM.

3. Encourage and assist employers that do not have TDM programs to implement programs at their worksite(s).

4. Promote the 511 RideMatch service to employers. When promoting the 511 RideMatch service at tabling events, utilize the co-branded MatchList Request form, provided by MTC, to ensure the minimum required data is collected. Input completed MatchList Request forms into the RMS via CCTA's RMS Clean Interface.

5. Work with employers that may already have TDM programs and assist them to improve the quality and substance of the products and services they offer.

6. Work with employers to promote and provide the clean interface to the 511 RideMatch service on employer websites in order to maintain one regional ridematching database in the Bay Area and increase the number of people requesting matchlists from the regional database. Encourage and assist employers to utilize other 511 tools, services, incentives, and customized tools and services (e.g., 511 Transit Trip Planner Clean Interface).

7. Coordinate with other local TDM program providers and the RRBP contractor to ensure the same employers are not solicited multiple times and to facilitate contact with multi-site employers.

8. Work with the RRBP contractor and the RRBP TAC to implement employer outreach measurement strategies and consistently measure the outcomes of employer outreach efforts.

9. Coordinate with the RRBP contractor and the RRBP TAC to consistently assess the state of employer programs within the County and measure progress toward additional penetration into the employer market.

10. Maintain an employer outreach database that includes (as available) the name of the employer, its address, the number of employees employed by the employer at that location,

the employer worksite contact, incentives offered (if possible), and whether the employer is an "active" employer or a "maintenance" employer. Definitions of "active" and "maintenance" are provided in *Attachment A-2,* Definitions. Employers with multiple worksites (i.e., separate physical locations) in the County should each have a separate entry in the database. The database shall also include information about how and when the CCTA has contacted and worked with the employer (e.g., phone calls, on-site consultations, employer events, TDM plans, mailings).

11. Identify employers that are willing to receive news and offerings provided by the RRBP, 511, and other MTC policy initiatives or operational projects. Distribute news and offerings as requested by MTC's Ridesharing & Bicycling Program Manager to willing employers on behalf of MTC (e.g., forward e-newsletters, emails and/or letters, post information to program and/or social networking sites). These materials could include regional program information (e.g., 511, FasTrak®, Clipper®, FSP), regional promotions (e.g., Bike to Work Day), regional TDM marketing campaigns (e.g., Rideshare Rewards), etc. Upon request, make the employer outreach database available to MTC.

12. Coordinate with the RRBP contractor to develop any regional campaign, event, promotions, etc. that has an employer outreach element to ensure that the campaign will be implemented in Contra Costa County. Implement such activities and tailor activity materials provided by the RRBP contractor as necessary.

13. Coordinate with the RRBP contractor to ensure that all vanpools in the county are entered into the ridematching database. Invite 511 vanpool consultants to outreach events and/or provide vanpool leads generated from employer outreach activity to the RRBP contractor. Provide vanpool leads generated from employer outreach activity to the RRBP Contractor.

14. Implement the clean interface of the 511 RideMatch service on any website provided by the CCTA and/or 511 Contra Costa to promote employer TDM so that website visitors will have direct access to the regional ridematch tool.

Program Marketing Related to Employer Outreach

1. Comply with Attachment A-1, "RRBP Marketing & Customer Communications Requirements".

Program Planning

1. Ensure that work scope and funding arrangements between MTC and the CCTA are established.

2. Participate in RRBP Technical Advisory Committee (TAC) meetings and any relevant TAC Working Group meetings. These meetings shall serve as the forum for coordination with CMAs accepting delegation, the 511 Ridesharing & Bicycling Program contractor, and MTC's Rideshare & Bicycling Program Project Manager on:

    a. Provision of services in this Scope;

    b. RRBP contractor development of any materials that will be used for employer outreach;

c. RRBP contractor development of any regional events or campaigns involving work with employers;

d. Ensuring there is no duplication of service between the RRBP Program contractor and local program activities;

e. Performance reporting on services in this Scope; and

f. Establishment of annual performance measures, targets and measurement definitions.

3. Implement efforts to jointly and consistently report program outcomes and ensure that results are not counted by multiple agencies.

4. Meet performance outcomes necessary to facilitate a successful TFCA regional fund application for the 511 RRBP, if filed (i.e., meet and, as necessary, exceed TFCA cost-per-ton effectiveness goals to allow continued TFCA funding for the RRBP Contractor).

5. Strive to achieve the annual performance targets established by MTC and the TAC under Task 2.f, provided by MTC prior to July 1st of each fiscal year. Report progress toward meeting the targets on a quarterly basis by the 10th of the month following the end of the quarter.

6. Meet annually with MTC's Executive Office to communicate annual program updates.

AMENDMENT NO. 2 TO FUNDING AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And CONTRA COSTA TRANSPORTATION AUTHORITY
For PERFORMANCE OF 511 REGIONAL RIDESHARING AND BICYCLING PROGRAM ACTIVITIES

THIS AGREEMENT, effective as of July 1, 2011 is Amendment No. 2 to the Agreement by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq*., and the Contra Costa Transportation Authority ("RECIPIENT"), dated September 8, 2005, and amended October 1, 2006.

NOW, THEREFORE, the parties agree to modify the subject Agreement as follows.

1. The Recitals are revised as follows:

WHEREAS, MTC manages the 511 Regional Ridesharing and Bicycling Program (RRBP) to facilitate the formation of carpools and vanpools, promote bicycling and provide transportation information in the Bay Area; and

WHEREAS, MTC is an eligible recipient of Congestion Mitigation and Air Quality (CMAQ) funds for the San Francisco Bay Region and has programmed CMAQ funds to support the RRBP; and

WHEREAS, RECIPIENT has agreed to perform local Transportation Demand Management (TDM) activities that support RRBP project goals, objectives and functions; and

WHEREAS, MTC has agreed to reimburse RECIPIENT for such TDM activities that are eligible for funding under the CMAQ program legislation and guidance;

2. Article 2.0, TIME OF PERFORMANCE, is revised to extend the period of performance to June 30, 2012.

3. Article 3.0, FUNDING AND METHOD OF PAYMENT, is revised as follows:

a. Subarticle A, <u>Compensation</u>, is amended as follows:

Subject to annual federal appropriations and MTC's budget approval process, MTC agrees to provide RECIPIENT on a cost reimbursement basis, 88.53% of its project costs, or up

to four hundred ninety thousand dollars ($490,0000) in CMAQ funds for the purpose of funding the Project described in *Attachment A*. This amount is broken down in the following not-to-exceed amounts for each fiscal year (FY): up to seventy thousand dollars ($70,000) in FY05-06; up to seventy thousand dollars ($70,000) in FY06-07; up to seventy thousand dollars ($70,000) in FY07-08; up to seventy thousand dollars ($70,000) in FY08-09; up to seventy thousand dollars ($70,000) in FY09-10; up to seventy thousand dollars ($70,000) in FY10-11; and up to seventy thousand dollars ($70,000) in FY 11-12. RECIPIENT shall provide the remaining 11.47% of the project costs, and all staff support necessary to complete the Project.

b. Subarticle C, Notice to Proceed, is amended as follows:

RECIPIENT shall not incur expenses for fiscal years to FY05-06 through FY 11-12 until MTC issues to RECIPIENT a written Notice to Proceed, based on receipt of a fully executed program supplement between MTC and the State of California, Department of Transportation authorizing expenditure of the funds. In the event MTC receives less CMAQ funding than anticipated for a given fiscal year, MTC will proportionately reduce RECIPIENT's compensation and shall, after consultation with the RECIPIENT, amend the Scope of Work, as necessary, to reflect the reduced level of funding.

c. Subarticle C, Quarterly Payments, is renamed Payments, and amended as follows:

Subject to Subarticle 3.A above, MTC agrees to make payments to RECIPIENT on an agreed upon schedule no less than annually and no more than monthly. RECIPIENT shall submit each invoice to MTC within thirty (30) working days after the end of each quarter for which payment is sought covering costs for the project activities accomplished through the end of such quarter, not covered by previously submitted invoices. Subject to Subarticle H, Maximum Payment, below, MTC will reimburse RECIPIENT for 88.53% of the project costs incurred over the quarter. Each invoice shall be in the form and detail described in Attachment B, Invoice Format, attached hereto and incorporated herein by this reference as though set forth in full, and shall be supported by the following information: (i) the supporting quarterly reporting statistics, as described in Attachment A, Scope of Work, Program Planning, Task 2.-e.,

and (ii) any supporting data in a form and detail required by MTC, including explanation of "good faith efforts" if applicable (See Section H, below, for a discussion of good faith efforts.)

d. Subarticle G, Maximum Payment, is amended to increase the maximum payment by $70,000 to four hundred ninety thousand dollars ($490,000).

4. Article 4, Compliance with Laws, is revised as follows:

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on RECIPIENT (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof. All RECIPIENT contractors shall agree to comply with 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. Additional requirements are attached hereto and incorporated herein by this reference as Attachment F, Fair Employment Practices Addendum and Attachment F-1, Non-discrimination Assurances.

5. Article 6, Retention of Records, is revised, in part, to add the following sentence at the beginning of the Article:

RECIPIENT agrees to establish and maintain an accounting system conforming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

6. Article 9.1, INTEREST OF THE RECIPIENT, is added as follows:

RECIPIENT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement. RECIPIENT further covenants that in the performance of the Agreement no person having any such interest shall be employed. RECIPIENT further certifies that neither it nor any person performing services herewith shall engage in any activity that conflicts with the goals and objectives of the Project activities.

RECIPIENT further certifies that it has made a complete disclosure to MTC of all facts of which it is or should be aware bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of RECIPIENT presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

7. Attachment A, Scope of Work, is deleted in its entirety and replaced with the attached Attachment A, Scope of Work, Revised July 1, 2011, attached hereto and incorporated herein by this reference.

8. Attachment A-1, RRP Marketing & Customer Communications Requirements, is deleted in its entirety and replaced with Attachment A-1, RRBP Marketing & Customer Communications Requirements, attached hereto and incorporated herein by this reference.

9. Attachment A-2, Definitions, is added as attached hereto and incorporated herein by this reference.

10. Attachment C, Quarterly Statistics Format, is deleted in its entirety.

11. Attachment G, Special Conditions Regarding Personally Identifiable Information, is added, as attached hereto and incorporated herein by this reference.

12. Retention of Contract Provisions. Except as provided herein, all other terms and conditions of the Agreement entered into as of September 8, 2005, as amended on October 1, 2006, remain unchanged and are herein incorporated by this reference as though set forth in full.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION COMMISSION

CONTRA COSTA TRANSPORTATION AUTHORITY

Andrew B. Fremier, Deputy Executive Director, Operations

Randell H. Iwasaki, Executive Director

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ATTACHMENT A
SCOPE OF WORK
FY 2011-12

Where text is revised, deleted text is shown in strike-through format; added text is *italicized.*

CCTA, through the 511 Contra Costa Program, shall act on behalf of, incorporate the identity of, and support the mission and goals of, the 511 Regional Ridesharing and Bicycling Program to perform the following tasks for Contra Costa County:

Employer Outreach

1. *Comply with the definitions provided in Attachment A-1, Definitions.*

2. Identify employers that do not have TDM programs or are not aware of the services provided by ~~the RRP Contractor and/or~~ 511 Contra Costa and/or the *511 Ridesharing & Bicycling program.* Introduce these employers to TDM.

3. Encourage and assist employers that do not have TDM programs to implement programs at their worksites, including use of the ~~RRP ridematching~~ *511 RideMatch* system (RMS).

4. Work with employers that may already have TDM programs and assist them to improve the quality and substance of the products and services they offer.

5. *Work with employers to promote and provide the clean interface to the 511 RideMatch tool on employer websites in order to maintain one regional ridematching database in the Bay Area and increase the number of people requesting matchlists from the regional database.*

6. Provide ongoing communications to *Contra Costa County* employers ~~with TDM programs and those without that are interested in hearing~~about ~~RRP and 511 Contra Costa~~ news and offerings *provided by the RRBP, 511, and other MTC policy initiatives or operational projects.*

7. Coordinate with local agency TDM program providers and the RR*B*P Contractor to ensure the same employers are not solicited multiple times and to facilitate contact with multi-site employers.

8. Work with the RR*B*P Contractor and the RR*B*P TAC to develop employer outreach measurement strategies and consistently measure the outcomes of employer outreach efforts.

9. Coordinate with the RR*B*P Contractor and the RR*B*P TAC to consistently assess the state of employer programs within Contra Costa County and measure progress toward additional penetration into the employer market.

10. Maintain an employer outreach database *that includes (as available) the name of the employer, its address, the number of employees employed by the employer at that location, the employer worksite contact, any benefits or programs offered by the employer, and whether the employer is an "active" employer or a "maintenance" employer. Definitions of "active" and "maintenance" are provided in Attachment A-1, Definitions. Employers with multiple worksites (i.e., separate physical locations) in the County should each have a separate entry in the database. The database shall also include information about how and*

when 511 Conra Costa has contacted and worked with the employer (e.g., phone calls, on-site consultations, employer events, TDM plans, mailings, etc.).

11. *Distribute communications and mailings requested by MTC's Ridesharing & Bicycling Program Project Manager, or designee, to employers in the 511 Contra Costa employer outreach database on behalf of MTC and/or TDM partners. These materials could include regional program information (e.g., 511, FasTrak®, Clipper®, FSP, etc), regional promotions (e.g., Bike to Work Day), regional TDM marketing campaigns (e.g., Rideshare Rewards), etc. Upon request, make the employer outreach database available to MTC.*

~~12. Distribute communications and mailings requested by MTC's Rideshare Program Project Manager, or designee, to employers in the Contra Costa County employer outreach database.~~

13. Coordinate with the RR*B*P Contractor to develop any regional campaign, event, promotions, etc. that has an employer outreach element to ensure that the campaign can be implemented in Contra Costa County. Implement such activities and tailor activity materials provided by the RR*B*P Contractor as necessary and feasible given program budgets.

14. Coordinate with the RR*B*P Contractor to ensure that all vanpools in Contra Costa County for which information is publicly available and for which the RR*B*P Contractor could provide service (e.g., find riders, provide start-up services, provide driver services) are entered into the ridematching database. *Provide vanpool leads generated from employer outreach activity to the* RR*B*P *Contractor.*

15. *Implement the clean interface of the 511 RideMatch system on any website provided by 511 Contra Costa or the CCTA to promote employer TDM so that website visitors will have direct access to the regional ridematch tool.*

Program Marketing Related to Employer Outreach

1. Comply with *Attachment A-~~1~~2*, "~~RRP~~*RRBP* Marketing & Customer Communications Requirements".

~~2. Work with the RRP TAC and MTC's Rideshare Program Project Manager to develop a uniform way to integrate other county program identities with 511 Contra Costa. (See Attachment A-1, "RRP Marketing & Customer Communications Requirements.")~~

Program Planning

1. Ensure that work *scope* and funding arrangements between MTC and the Contra Costa Transportation Authority are established.

2. Participate in RR*B*P TAC meetings and any relevant TAC Working Group meetings. These meetings shall serve as the forum for coordination with CMAs accepting delegation, the RR*B*P Contractor, and MTC's *511 Regional* Ridesharing *& Bicycling* Program Project Manager on:

    a. Provision of services in this Scope.

b. RR*B*P Contractor development of any materials that will be used for employer outreach;

c. RR*B*P Contractor development of any regional events or campaigns involving work with employers; ~~and~~

d. Ensuring there is no duplication of service between the RRBP Contractor and local program activities;

e. Performance reporting on services in this Scope.

f. Establishment of annual performance measures, targets and measurement definitions.

~~3. Participate with MTC's Rideshare Program Project Manager, or designee, the RRP Contractor, the Bay Area Air Quality Management District (BAAQMD), and other involved CMAs in the TFCA Joint Reporting Working Group to develop, refine and agree by consensus on a joint RRP Transportation Fund for Clean Air (TFCA) application and reporting process. Through consensus by the working group, update the process as needed over time.~~

~~4. Implement the application and reporting process that is collaboratively developed, and consensually agreed to, by members of the TFCA Joint Reporting Working Group. Implement the process according to the schedule consensually established by the TFCA Joint Reporting Working Group, including the official launch date and possible pilot. Implement applicable recommendations approved by TAC working groups.~~

~~5. As agreed upon by the TFCA Joint Reporting Working Group, include any of the following program activities if they are implemented by 511 Contra Costa in the joint TFCA application and reporting process: employer outreach, vanpool incentives, transit incentives, carpool incentives, matchlist processing, matchlist placement calls/follow-up activities, assistance, vanpool formation, provision of airport information, provision of general Transportation Demand Management information, carpool to transit, or guaranteed ride home program. Implement these programs as a partner of the RRP Contractor and other involved CMAs and report the results through the RRP Contractor for TFCA purposes. Allow additional program activities implemented by 511 Contra Costa that are not mentioned in the above list to be considered for inclusion as the joint reporting process is updated by the TFCA Joint Reporting Working Group as described above.~~

~~6. Through the TFCA Joint Reporting Working Group and the RRP TAC, coordinate program activities on an annual basis to ensure there is no duplication of service between the RRP Contractor and local program activities~~

~~7. Strive to meet performance outcomes necessary to facilitate a successful joint TFCA regional fund application (i.e., meet and, as necessary, exceed TFCA cost-per-ton effectiveness goals to allow continued TFCA funding for the RRP Contractor).~~

~~8. Monitor and report program performance, and coordinate with the RRP Contractor as necessary, and as consensually agreed upon by the TFCA Joint Working Group, to provide data on at least a quarterly basis to the RRP Contractor to complete joint TFCA applications and reports.~~

3. *Implement efforts to jointly and consistently report program outcomes and ensure that results are not counted by multiple agencies.*

4. Strive to achieve the annual performance targets established by MTC and the TAC under Task 2.~~ *ef,* and documented in the Annual Performance Targets Memo~~ provided by MTC prior to July 1st ~~of each fiscal year~~*2011*. Report progress toward meeting the targets on a quarterly basis by the 10th of the month following the end of the quarter.

ATTACHMENT A-1
RRBP Marketing & Customer Communications Requirements

Where text is revised, deleted text is shown in strike-through format; added text is *italicized.*

A. 511 Call-to-Action

1. Use of Logo and Tag Line

Space permitting, and as appropriate, notify employers/employees of the availability of 511 information on 511 Contra Costa's web site(s) and on printed materials (e.g., RideMatch List Request Forms, etc.).

When using the 511 logo or call to action, the 511 CONTRA COSTA shall follow MTC's guidelines ~~for using the 511 logo and tag line,~~ available at http://511.org/toolbox/default.asp. If the 511 logo or tag line changes, 511 Contra Costa will update the 511 logo or tag line the next time it revises its materials.

~~*A. Reference to 511*~~

~~The 511 Contra Costa website homepage will state that 511 Contra Costa is a partner agency of the 511 Program. The website will use the 511 logo and tag line to let visitors know that additional Bay Area regional transportation information can be accessed by calling 511 or going to 511.org. MTC will inform 511 Contra Costa if the 511 logo or tag line changes. 511 Contra Costa will update the 511 logo or tag line the next time it revises its website.~~

2. 511 Coordination

511 Contra Costa staff shall ensure that its marketing efforts, as they support the tasks in *Attachment A,* Scope of Work are coordinated with other 511 marketing efforts.

511CC shall include on its program website homepage a link to www.511.org and/or the 511.org Rideshare site and shall implement a clean interface of the regional ridematching system to allow website users to have direct access to the regional ridematching database.

When communicating with the media about activities that support the tasks in Attachment A, Scope of Work, 511 CC shall explain its role as a provider of *511 RRBP Services* ~~commute alternative~~ and 511 Travel Information services.

B. Process for Developing Marketing & Outreach Materials

The RR*B*P Contractor will develop regional marketing and outreach materials for regional campaigns. 511 Contra Costa will have the opportunity to review and provide feedback on these materials through the monthly RR*B*P TAC meetings and the Regional Marketing Working Group meetings. Once the materials are finalized, RRP Contractor will share electronic files with 511 Contra Costa, in a format that will allow 511 Contra Costa to make changes, including adding local program information. It is the responsibility of the Regional Marketing Working Group to collectively assure that materials will be provided to 511 Contra Costa with adequate time for local customization, printing, and distribution. 511 Contra Costa will be responsible for

printing and distribution costs, but MTC and the 511 RRBP Contractor will strive to develop most materials for electronic distribution.

MTC's Ridesharing *& Bicycling* Program Project Manager, or designee, has the option to review materials developed by 511 Contra Costa that are related to regional campaigns. MTC's Rideshare Program Project Manager's review is limited to ensuring appropriate use of the 511 Contra Costa logo and coordination with the regional campaign. The review process will be as follows:

1. When developing its own regional campaign outreach materials, 511 Contra Costa will develop and present creative concept/draft materials to MTC's Ridesharing *& Bicycling* Program Project Manager, or designee, for feedback.
2. MTC's Ridesharing *& Bicycling* Project Program Manager will inform the 511 Contra Costa Program Manager of MTC's intent to exercise its review option within five (5) business days upon receipt of materials from 511 Contra Costa. MTC's Rideshare *& Bicycle* Program Project Manager and the 511 Contra Costa Program Manager will agree upon a timeline for MTC's feedback submission.
3. The 511 Contra Costa Program Manager will incorporate feedback from MTC's Ridesharing *& Bicycling* Program Project Manager, or designee, whenever possible, in the final draft materials.
4. The 511 Contra Costa Program Manager will submit the final draft materials to MTC's Ridesharing *& Bicycling* Program Project Manager for final review.
5. MTC's Ridesharing *& Bicycling* Program Project Manager will provide final approval to the 511 Contra Costa Program Manager of all such products within five (5) business days of its receipt of final draft materials.

~~Notwithstanding anything to the contrary contained herein, all outreach materials provided to or communications with employers within Contra Costa County will be administered by the 511 Contra Costa staff. Employer databases and employer contact information established by 511 Contra Costa will not be used by or provided to any third parties, without the express consent of 511 Contra Costa; provided that 511 Contra Costa will provide access to such databases or contact information to MTC or RRP for the purposes of quarterly and annual reporting and any audits relating thereto.~~

ATTACHMENT A-2
Definitions

~~Definitions:~~

EMPLOYER
Any person or institution that hires employees or workers in Contra Costa County, regardless of the number of employees and regardless of whether it is part of the public, private or voluntary sector.

ACTIVE EMPLOYER
An employer or employer site that has received services from 511 Contra Costa or participated in a 511 Contra Costa program within the last two years. At a minimum, the employer's involvement includes:

- Hosting an on-site employee transportation event, **or**
- Requesting advice about TDM programs, **or**
- Requesting program information to distribute to employees and/or clients, **or**
- Being willing to distribute program information to employees and/or clients, **or**
- Implementing/offering another program activity specific to 511 Contra Costa, **and**
- Providing an "ETC-type" contact.

The amount of time and the duration needed to work with an active employer will vary with the level of activity requested by the employer. Active employers become maintenance employers if the ETC-type contact is lost or if the employer has not minimally participated in the last two years.

MAINTENANCE EMPLOYER
An employer or employer site in 511 Contra Costa's database that receives general employer mailings or e-mail updates from 511 Contra Costa on a periodic basis, but at least annually. Maintenance employer address information is current.

NEW EMPLOYER
New employers are not a separate category from active and maintenance employers. A new employer can be either a "new active employer" or a "new maintenance employer."

New Active Employer
An employer that is classified as an active employer for the first time during the fiscal year. A new active employer could be an employer that is solicited for the first time or a "maintenance employer" that takes advantage of one of 511 Contra Costa's programs for the first time.

New Maintenance Employer
An employer that is classified as a maintenance employer for the first time during the fiscal year. A new maintenance employer is an employer that is solicited for the first time but does not minimally participate in a 511 Contra Costa program.

NEW RIDEMATCH REGISTRANT OR NEW MATCHLIST REQUEST

A person who has entered the ridematching database within a designated period of time (e.g., within the last quarter) and for whom a ridematch list is generated. A person may be counted as a new ridematch registrant even if the person is in the database for only a short while (e.g., enters and deletes him/herself on the same day), as long as the person obtains a matchlist. The number of new ridematch registrants generated by 511 CONTRA COSTA is the number entering the database through 511 CONTRA COSTA's interface to the regional rideshare on-line matching database.

EVENT
Events are in-person outreach events attended by staff of the 511 CONTRA COSTA at which 511 CONTRA COSTA promotes the use of carpools, vanpools and other transportation alternatives directly to commuters. Events can be at an employer site or a community venue (e.g., farmer's market). Events can be organized by 511 CONTRA COSTA or by other entities (e.g., an employer, a community based organization).

VANPOOL LEAD
Vanpool leads generated by 511 CONTRA COSTA will be tracked by the 511 Rideshare Program. A lead is a person who is interested in becoming a vanpool driver or an employer that is interested in starting vanpools. Vanpool leads generated by 511 CONTRA COSTA include:

- Matchlist requests generated through 511 CONTRA COSTA's interface to the 511 RideMatch system that indicate vanpool driver interest,
- Matchlist requests generated through 511 CONTRA COSTA-conducted employer surveys that indicate vanpool driver interest,
- Contact made by 511 Rideshare Program representatives at 511 CONTRA COSTA outreach events, and
- Employer interest provided to the 511 Rideshare Program following employer consultations conducted by 511 CONTRA COSTA in Contra Costa County.

TOTAL EMPLOYER DATABASE SIZE
The employer database is an electronic repository of employer information maintained by 511 CONTRA COSTA about employers located in Contra Costa County and/or with need for information provided by the 511 CONTRA COSTA. The total employer database size is the number of active employers (see definition above) plus the number of maintenance employers that 511 CONTRA COSTA has in its employer database. A "maintenance employer" is an employer or employer site that receives general mailings or email updates designed for employers from 511 CONTRA COSTA at least annually, but does not meet the other requirements of being an "active employer". Maintenance employer information (e.g., address) must be kept current, even if an "ETC-type" contact is not available.

ATTACHMENT F
Fair Employment Practices Addendum

1. In the performance of this Agreement, 511 Contra Costa shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 511 Contra Costa shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. 511 Contra Costa shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. 511 Contra Costa, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the 511 Contra Costa'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. 511 Contra Costa shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. 511 Contra Costa shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which 511 Contra Costa was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that 511 Contra Costa has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by 511 Contra Costa and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to 511 Contra Costa, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure 511 Contra Costa's breach of this Agreement.

ATTACHMENT F-1

Nondiscrimination Assurances

511 Contra Costa HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which 511 Contra Costa receives federal financial assistance from the Federal Department of Transportation. 511 Contra Costa HEREBY GIVES ASSURANCE THAT 511 Contra Costa shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, 511 Contra Costa hereby gives the following specific assurances with respect to its federal-aid Program:

1. That 511 Contra Costa agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That 511 Contra Costa shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: 511 Contra Costa hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That 511 Contra Costa shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where 511 Contra Costa receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where 511 Contra Costa receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That 511 Contra Costa shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the 511 Contra Costa with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates 511 Contra Costa for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates 511 Contra Costa or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which 511 Contra Costa retains ownership or possession of the property.

9. That 511 Contra Costa shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that 511 Contra Costa, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That 511 Contra Costa agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. 511 Contra Costa shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. 511 Contra Costa shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of

Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to 511 Contra Costa by STATE, acting for the U.S. Department of Transportation, and is binding on 511 Contra Costa, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT F-1

During the performance of this Agreement, 511 Contra Costa, for itself, its assignees and successors in interest (hereinafter collectively referred to as 511 Contra Costa) agrees as follows:

(1) Compliance with Regulations: 511 Contra Costa shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: 511 Contra Costa, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. 511 Contra Costa shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by 511 Contra Costa for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by 511 Contra Costa of the 511 Contra Costa's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: 511 Contra Costa shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to 511 Contra Costa's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of 511 Contra Costa is in the exclusive possession of another who fails or refuses to furnish this information, 511 Contra Costa shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts 511 Contra Costa has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of 511 Contra Costa's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to 511 Contra Costa under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: 511 Contra Costa shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

511 Contra Costa shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event 511 Contra Costa becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, 511 Contra Costa may request STATE enter into such litigation to protect the interests of STATE, and, in addition, 511 Contra Costa may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT F-1

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that 511 Contra Costa shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the 511 Contra Costa all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto 511 Contra Costa and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on 511 Contra Costa, its successors arid assigns.

511 Contra Costa, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that 511 Contra Costa shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become

the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT F-1

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by 511 Contra Costa, pursuant to the provisions of Assurance 7(a) of Attachment F-1.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, 511 Contra Costa shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, 511 Contra Costa shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of 511 Contra Costa and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT F-1

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the 511 Contra Costa, pursuant to the provisions of Assurance 7 (b) of Attachment F-1.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, 511 Contra Costa shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, 511 Contra Costa shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of 511 Contra Costa, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

ATTACHMENT G

Special Conditions Regarding Personally Identifiable Information:

511 CONTRA COSTA will have access to personally identifiable information ("PII") in connection with the performance of the Agreement. PII is any information that is collected or maintained by MTC or 511 CONTRA COSTA that identifies or describes a person or can be directly linked to a specific individual, including that individual's account. Examples of PII include name, address, zip code, email address, phone or fax number, signature, or travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:

1. Right to Audit
511 CONTRA COSTA shall permit MTC, the US DOT, FHWA, the Comptroller General of the United States, and/or the State of California, and their authorized representatives to audit and inspect: (i) 511 CONTRA COSTA's facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) 511 CONTRA COSTA's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying 511 CONTRA COSTA's compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data
All PII made available to 511 CONTRA COSTA in connection with this Agreement or any financial, statistical, technical or other data and information related to the 511 program that are designated confidential by MTC and made available to 511 CONTRA COSTA in order to carry out this contract, ("Confidential Information") shall be protected by 511 CONTRA COSTA from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to MTC. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement.

511 CONTRA COSTA agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data, including Confidential Information, which may be used, transmitted, or stored on such systems in the performance of this Agreement.

511 CONTRA COSTA agrees to retain PII for no longer than four and one-half years from the date that the registrant removes him/herself from the system or is automatically (based on inactivity) or manually (at the registrant's request or other reason) removed from the system. At the conclusion of this retention period, 511 CONTRA COSTA agrees to use Department of Defense ("DoD") approved software to wipe any disks containing PII. Hard drives and computers shall be reformatted and reimaged in an equivalently secure fashion. 511 CONTRA COSTA agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine.

3. Compliance with Statutes and Regulations
511 CONTRA COSTA agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et.seq.*). In addition, 511 CONTRA COSTA warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and MTC relating to information handling and confidentiality of data and agrees to indemnify MTC against any loss, cost, damage or liability by reason of 511 CONTRA COSTA's violation of this provision.

4. Contractors
MTC approval in writing is required prior to any disclosure by 511 CONTRA COSTA of Confidential Information to a contractor or prior to any work being done by a contractor that entails receipt of Confidential Information. Once approved, 511 CONTRA COSTA agrees to require such contractor to sign an agreement in substantially identical terms as this attachment, binding the contractor to comply with its provisions.

5. 511 CONTRA COSTA Guarantees
511 CONTRA COSTA shall not, except as authorized or required by its duties by law, reveal or divulge to any person or entity any Confidential Information which becomes known to it during the term of this Agreement.

511 CONTRA COSTA shall keep all Confidential Information entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to MTC.

511 CONTRA COSTA shall comply, and shall cause its employees, representatives, agents and contractors to comply, with such directions as MTC may make to ensure the safeguarding or confidentiality of all its resources.

If requested by MTC, 511 CONTRA COSTA shall sign an information security and confidentiality agreement provided by MTC and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with 511 CONTRA COSTA substantially the same in its terms.

6. Notice of Security Breach
511 CONTRA COSTA shall immediately notify MTC when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this section, immediately is defined as within two hours of discovery. The MTC contact for such notification is as follows:

Privacy Officer, privacyofficer@mtc.ca.gov, (510) 817-5700

AMENDMENT NO. 1 TO FUNDING AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And CONTRA COSTA TRANSPORTATION AUTHORITY
For PERFORMANCE OF REGIONAL RIDESHARE PROGRAM ACTIVITIES

THIS AGREEMENT, effective as of October 1, 2006 is Amendment No. 1 to the Agreement by and between the Metropolitan Transportation Commission ("MTC") and the Contra Costa Transportation Authority ("RECIPIENT"), dated September 8, 2005, which is herein incorporated as though set out in full.

NOW, THEREFORE, the parties agree to modify the subject Agreement as follows:

1. Article 3, Funding and Method of Payment, is revised, in part, as follows:

a. Subarticle D., Monthly Payments, is revised, in part, to change item (i) as follows: "(i) the supporting quarterly reporting statistics, annually developed by MTC and the TAC as described in *Attachment A, Scope of Work, Program Planning*, Task 2.e.

b. Subarticle H., Good Faith Efforts, is revised, in part, to change the first sentence as follows: "Notwithstanding the provisions of this Article 3, payment shall not be made until MTC has determined that RECIPIENT is on track to achieve, or is making a good-faith effort to achieve, the targets set annually by MTC and the TAC."

2. ATTACHMENT A: SCOPE OF WORK, is revised, in part, as follows:

A. Task 6 under "Employer Outreach" is revised as follows: "Work with the RRP Contractor and the RRP TAC to develop employer outreach measurement strategies and consistently measure the outcomes of employer outreach efforts."

B. Task 2 under "Program Planning" is revised, in part, to add an item e. as follows: "e. Establishment of annual performance measures, targets and measurement definitions."

C. Task 9 under "Program Planning" is revised as follows: "Strive to achieve the annual performance targets established by MTC and the TAC under Task 2.e and documented in the Annual Performance Targets Memo provided by MTC prior to July 1st of each fiscal year. Report progress toward meeting the targets on a quarterly basis by the 10th of the month following the end of the quarter."

MEMORANDUM OF UNDERSTANDING
between
METROPOLITAN TRANSPORTATION COMMISSION
and the
CONTRA COSTA COUNTY TRANSPORTATION AUTHORITY

This Memorandum of Understanding (MOU) is entered into January 19, 2007 by and between the Metropolitan Transportation Commission (hereinafter "MTC") and the Contra Costa County Transportation Authority (hereinafter "CMA").

RECITALS

WHEREAS, the 511 Ridematch Tool Database ("RMS Database") contains address and contact information for commuters interested in receiving matchlists from the 511 Regional Rideshare Program ("RRP"); and

WHEREAS, CMA operates a county-wide Transportation Demand Management (TDM) program which facilitates the formation of carpools and vanpools within its communities; and

WHEREAS, CMA operates a county-wide Transportation Demand Management (TDM) program to outreach to county employers to promote commuters' use of alternatives to the Single Occupant Vehicle; and

WHEREAS, CMA wishes to obtain access to the RMS Database to support its efforts; and

WHEREAS, MTC has delegated employer outreach in Contra Costa County from the Regional Rideshare Program to the CMA's county-wide Transportation Demand Management (TDM) program; and

WHEREAS, MTC wishes to grant CMA access to the RMS Database to support local and regional ride-sharing efforts, subject to CMA agreeing to comply with the restrictions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
MTC RESPONSIBILITIES

1. MTC agrees to grant CMA access to the RMS Database, subject to the conditions contained below in this MOU.

ARTICLE II
CMA RESPONSIBILITIES

1. CMA, through its countywide TDM program, may:

   - Add new registrants, update registrant information, delete registrants, and facilitate matches among commuters, but only to the extent that those registrants have a commute pattern that includes traveling to, from or through Contra Costa.

   - Make placement calls to commuters and respond to their requests as long as the commuters have a commute pattern that includes traveling to, from or through Contra Costa.

   - Utilize the database to generate statistics and reports for its internal use, and

   - Initiate contact (e.g., phone, mail, or email) with registrants registered in the RMS Database but only after first coordinating with the 511 RRP Contractor and receiving approval from the MTC RRP Program Manager or his/her designee.

2. CMA, through its countywide TDM program, shall:

   - Keep all personal information confidential. Personal information includes a registrant's name, address, telephone number, e-mail address, or other information that personally identifies a registrant. Personal information shall only be used by CMA for the purpose of performing the functions set out in this Article I. Other than disclosing a registrant's phone number(s) and email address(es) to other registrants in the RMS Database, personal information shall not be disclosed to third parties, except as required by law, ordered by a court of competent jurisdiction, or where the express written consent of the registrant has been obtained.

3. Prior to adding call-in registrants to the database, CMA, through its countywide TDM program, shall inform the registrant of the following conditions and receive his/her consent thereto:

   - The registrant may receive phone calls, e-mail, and/or postal mail from CMA's countywide TDM program and/or the 511 Regional Rideshare Program.
   - The registrant may be contacted by others registered in the ridematching database.
   - Information provided by the registrant is used for ridesharing purposes only.
   - Other registrants in the database will be able to view the registrant's phone number(s) and e-mail address(es) provided, and
   - Registrants in the database have not had background checks.

4. When creating or providing mail-in or fax-in database registration forms, CMA, through its countywide TDM program, shall ensure that the ridematching system privacy/liability statement is included on the form. The statement is available from the 511 RRP Contractor.

5. CMA, through its countywide TDM program, shall iterate the rules of conduct (stated above) for persons involved in the functions set out in this Article I with respect to personal information and instruct each such person with respect to such rules.

6. CMA, through its countywide TDM program, shall establish appropriate and reasonable administrative, technical and physical safeguards to ensure the security and confidentiality of records and to protect to the extent reasonable, against anticipated threats or hazards to their security or integrity, which could result in any injury.

ARTICLE III
GENERAL PROVISIONS

1. The term of the MOU shall be from the date first specified above, continuing indefinitely until terminated by either party. Either party may terminate this MOU at any time.

2. This MOU does not constitute an authorization for funding or project effort. All obligations of CMA and MTC under this MOU are subject to the appropriation of resources by their respective governing bodies.

3. This MOU may be amended from time to time with the written consent of the parties.

METROPOLITAN TRANSPORTATION COMMISSION

Steve Heminger, Executive Director

CONTRA COSTA COUNTY TRANSPORTATION AUTHORITY

Robert K. McCleary

Robert K. McCleary, Executive Director

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FUNDING AGREEMENT
BETWEEN METROPOLITAN TRANSPORTATION COMMISSION
AND CONTRA COSTA TRANSPORTATION AUTHORITY
FOR PERFORMANCE OF REGIONAL RIDESHARE PROGRAM ACTIVITIES

THIS AGREEMENT is made and entered into as of the 8th day of September, 2005, by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and the Contra Costa Transportation Authority (herein called "RECIPIENT").

W I T N E S S E T H

WHEREAS, MTC manages the Regional Rideshare Program (RRP) to facilitate the formation of carpools and vanpools in the Bay Area and provide transportation information; and

WHEREAS, MTC is an eligible recipient of Congestion Mitigation and Air Quality (CMAQ) funds for the San Francisco Bay Region and has programmed CMAQ funds to support the RRP; and

WHEREAS, RECIPIENT has agreed to perform local Transportation Demand Management (TDM) activities that support RRP project goals, objectives and functions; and

WHEREAS, MTC has agreed to reimburse RECIPIENT for such TDM activities that are eligible for funding under the CMAQ program legislation and guidance;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK

RECIPIENT agrees to perform, by itself or through its designee, 511 Contra Costa, the project activities described in *Attachment A*, Scope of Work, attached hereto and incorporated herein by this reference as though set forth in full. RECIPIENT agrees, in addition, to provide all necessary staff support to deliver the activities in *Attachment A*.

2. TIME OF PERFORMANCE

The activities funded by this Agreement shall commence on July 1, 2005 and RECIPIENT shall continue to perform them until July 30, 2011, unless earlier terminated as hereinafter provided.

3. FUNDING AND METHOD OF PAYMENT

A. Compensation. Subject to annual federal appropriations and MTC's budget approval process, MTC agrees to provide RECIPIENT on a cost reimbursement basis, 88.53% of its project costs, or up to four hundred twenty thousand dollars ($420,000) in CMAQ funds for the purpose of funding the project activities described in *Attachment A*. This amount is broken down in the following not-to-exceed amounts for each fiscal year (FY): up to seventy thousand dollars ($70,000) in FY05-06; up to seventy thousand dollars ($70,000) in FY06-07; up to seventy thousand dollars ($70,000) in FY07-08; up to seventy thousand dollars ($70,000) in FY08-09; up to seventy thousand dollars ($70,000) in FY09-10; and up to seventy thousand dollars ($70,000) in FY10-11. RECIPIENT shall provide the remaining 11.47% of the project costs, and all staff support necessary to complete the project activities.

B. Supplemental Funds. Should the project costs per year exceed seventy-nine thousand sixty-nine dollars ($79,069), comprised of the annual amounts of $70,000 in CMAQ funds and RECIPIENT's local match of 11.47% or nine thousand sixty-nine dollars ($9,069), RECIPIENT agrees to provide the balance of funding necessary to complete the project activities described in *Attachment A*.

C. Notice to Proceed. RECIPIENT shall not incur expenses for any fiscal year subsequent to FY05-06 until MTC issues to RECIPIENT a written Notice to Proceed, based on receipt of a fully executed program supplement between MTC and the State of California, Department of Transportation authorizing expenditure of the funds. In the event MTC receives less CMAQ funding than anticipated for a given fiscal year, MTC will notify RECIPIENT at its earliest possible opportunity. MTC will then proportionately reduce RECIPIENT's compensation and shall, after consultation with RECIPIENT, amend the Scope of Work, as necessary, to reflect the reduced level of funding. As an alternative, if the level of CMAQ funding declines, RECIPIENT may terminate this agreement effective July 1 without giving 90 days notice per Article 19 if less than 90 days remain between the date of the MTC's notice and the start of the next fiscal year.

D. Monthly Payments. Subject to Subarticle 3.A above, MTC agrees to make payments to RECIPIENT on a monthly basis. RECIPIENT shall submit each invoice to MTC within thirty (30) working days after the end of each month for which payment is sought covering costs for the project activities accomplished through the end of such month, not covered

by previously submitted invoices. Subject to Subarticle G, Maximum Payment, below, MTC will reimburse RECIPIENT for 88.53% of the project costs incurred over the month. Each invoice shall be in the form and detail described in *Attachment B*, Invoice Format, attached hereto and incorporated herein by this reference as though set forth in full, and shall be supported by the following information: (i) the supporting reporting statistics, as described in *Attachment A*, in the format included as *Attachment C*, Statistics Reporting Format, attached hereto and incorporated herein by this reference as though set forth in full and (ii) any supporting data in a form and detail required by MTC, including explanation of "good faith efforts" if applicable (See Section H, below, for a discussion of good faith efforts.)

E. Payment. Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager, and the subsequent receipt of project funds by MTC from the Federal Highway Administration. RECIPIENT should deliver or mail invoices to MTC, as follows:

Accounting Department
Metropolitan Transportation Commission
101 8th Street
Oakland, California 94607-4700

F. Funds not expended during the fiscal year shall not be available in the following fiscal year.

G. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total reimbursement to be paid under this Agreement exceed the sum of seventy thousand dollars ($70,000) per fiscal year for a total maximum payment of four hundred twenty thousand dollars ($420,000).

H. Good-Faith Efforts. Notwithstanding the provisions of this Article, payment shall not be made until MTC has reasonably determined that RECIPIENT is on track to achieve, or is making a good-faith effort to achieve, the targets described in *Attachment A*, Scope of Work. If MTC determines that RECIPIENT is not on track to achieve targets and is not making a good-faith effort to achieve targets, MTC shall promptly notify RECIPIENT of its findings. A description of what constitutes good-faith efforts is attached hereto and incorporated herein as *Attachment D*, Good Faith Efforts.

4. COMPLIANCE WITH LAWS

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. Circular 4220.1E of the Federal Transit Administration (FTA), 49 CFR Part 18, and the Federal Transit Administration Master Agreement (Form FTA MA(11), October 1, 2004) ("FTA-MTC Agreement") are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon MTC as "Recipient" are hereby imposed upon RECIPIENT, and those rights reserved by the U.S. Department of Transportation ("DOT"), FTA or Government (as defined in the FTA-MTC Agreement") are hereby reserved by MTC.

5. INDEMNIFICATION

RECIPIENT shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of RECIPIENT, its officers, directors, employees, agents, or contractors or any of them in connection with this Agreement.

MTC shall indemnify, defend, and hold harmless RECIPIENT, its officers, directors, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of MTC, its Commissioners, representatives, agents, employees, or contractors or any of them in connection with this Agreement.

6. RETENTION OF RECORDS

RECIPIENT agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to RECIPIENT or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles.

7. AUDITS

RECIPIENT agrees to grant MTC, or any agency that provides MTC with funds for the project activities, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to RECIPIENT's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the project activities are underway and for the retention period specified in Article 6.

RECIPIENT further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "subcontract" as used in this clause excludes agreements not exceeding $25,000.

8. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, RECIPIENT agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

9. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. Policy. It is the policy of MTC to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities. In connection with the performance of the Agreement, RECIPIENT will cooperate with MTC in meeting these commitments and objectives.

B. Obligation of Recipient. RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by RECIPIENT to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

10. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

11. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

RECIPIENT agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

12. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

RECIPIENT agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

13. RIGHTS IN DATA

The United States Department of Transportation reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under the Agreement, irrespective of whether a copyright has been obtained.

14. DEBARMENT

RECIPIENT certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

RECIPIENT shall require any contractor(s) with contracts over $25,000 to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency. A copy of the required certification is included as *Attachment E*, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, of this Agreement.

15. LOBBYING

RECIPIENT agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

16. STATE ENERGY CONSERVATION PLAN

RECIPIENT shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

17. CLEAN AIR AND WATER POLLUTION ACTS

RECIPIENT agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

18. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

19. TERMINATION

Either party may terminate this Agreement, in whole or in part, at any time upon ninety (90) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT will be entitled to payment of funds available to RECIPIENT under this Agreement that have been expended to date (including funds due for project activities performed by but not yet invoiced by RECIPIENT through such termination date). If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT will be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

20. SUBCONTRACTS

RECIPIENT must include provisions of this Agreement, as applicable, modified only to show the particular contractual relationship, in any third-party contracts funded by this Agreement.

21. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC:	Attention: Susan Heinrich-Beaty Metropolitan Transportation Commission 101—Eighth Street Oakland, CA 94607-4700
To RECIPIENT	Attention: Lynn Osborn 511 Contra Costa 1407 Oakland Blvd, Suite 100 Walnut Creek, CA 94596-4300

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION COMMISSION

Steve Heminger, Executive Director

CONTRA COSTA TRANSPORTATION AUTHORITY

Robert K. McCleary, Executive Director

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ATTACHMENT A
SCOPE OF WORK

CCTA, through the 511 Contra Costa Program, shall act on behalf of, incorporate the identity of, and support the mission and goals of, the Regional Rideshare Program to perform the following tasks for Contra Costa County:

Employer Outreach

1. Identify employers that do not have TDM programs or are not aware of the services provided by the RRP Contractor and/or 511 Contra Costa. Introduce these employers to TDM.

2. Encourage and assist employers that do not have TDM programs to implement programs at their worksites, including use of the RRP ridematching system (RMS).

3. Work with employers that may already have TDM programs and assist them to improve the quality and substance of the products and services they offer.

4. Provide ongoing communications to employers with TDM programs and those without that are interested in hearing about RRP and 511 Contra Costa news and offerings.

5. Coordinate with local agency TDM program providers and the RRP Contractor to ensure the same employers are not solicited multiple times and to facilitate contact with multi-site employers.

6. Coordinate with the RRP Contractor and RRP TAC to consistently track products and services or improvements that employers offer (i.e., "sales").

7. Coordinate with the RRP Contractor and the RRP TAC to consistently assess the state of employer programs within Contra Costa County and measure progress toward additional penetration into the employer market.

8. Maintain an employer outreach database.

9. Distribute communications and mailings requested by MTC's Rideshare Program Project Manager, or designee, to employers in the Contra Costa County employer outreach database.

10. Coordinate with the RRP Contractor to develop any regional campaign, event, promotions, etc. that has an employer outreach element to ensure that the campaign can be implemented in Contra Costa County. Implement such activities and tailor activity materials provided by the RRP Contractor as necessary and feasible given program budgets.

11. Coordinate with the RRP Contractor to ensure that all vanpools in Contra Costa County for which information is publicly available and for which the RRP Contractor could provide service (e.g., find riders, provide start-up services, provide driver services) are entered into the ridematching database.

Program Marketing Related to Employer Outreach

1. Comply with *AttachmentA-1*, "RRP Marketing & Customer Communications Requirements".

2. Work with the RRP TAC and MTC's Rideshare Program Project Manager to develop a uniform way to integrate other county program identities with 511 Contra Costa. (See *Attachment A-1*, "RRP Marketing & Customer Communications Requirements.")

Program Planning

1. Ensure that work and funding arrangements between MTC and the Contra Costa Transportation Authority are established.

2. Participate in RRP TAC meetings and any relevant TAC Working Group meetings. These meetings shall serve as the forum for coordination with CMAs accepting delegation, the RRP Contractor, and MTC's Rideshare Program Project Manager on:

    a. Provision of services in this Scope.

    b. RRP Contractor development of any materials that will be used for employer outreach;

    c. RRP Contractor development of any regional events or campaigns involving work with employers; and

    d. Performance reporting on services in this Scope.

3. Participate with MTC's Rideshare Program Project Manager, or designee, the RRP Contractor, the Bay Area Air Quality Management District (BAAQMD), and other involved CMAs in the TFCA Joint Reporting Working Group to develop, refine and agree by consensus on a joint RRP Transportation Fund for Clean Air (TFCA) application and reporting process. Through consensus by the working group, update the process as needed over time.

4. Implement the application and reporting process that is collaboratively developed, and consensually agreed to, by members of the TFCA Joint Reporting Working Group. Implement the process according to the schedule consensually established by the TFCA Joint Reporting Working Group, including the official launch date and possible pilot.

5. As agreed upon by the TFCA Joint Reporting Working Group, include any of the following program activities *if* they are implemented by 511 Contra Costa in the joint TFCA application and reporting process: employer outreach, vanpool incentives, transit incentives, carpool incentives, matchlist processing, matchlist placement calls/follow-up activities, assistance, vanpool formation, provision of airport information, provision of general Transportation Demand Management information, carpool to transit, or guaranteed ride home program. Implement these programs as a partner of the RRP Contractor and other involved CMAs and report the results through the RRP Contractor for TFCA purposes. Allow additional program activities implemented by 511 Contra Costa that are not mentioned in the above list to be considered for inclusion as the joint reporting process is updated by the TFCA Joint Reporting Working Group as described above.

6. Through the TFCA Joint Reporting Working Group and the RRP TAC, coordinate program activities on an annual basis to ensure there is no duplication of service between the RRP Contractor and local program activities

7. Strive to meet performance outcomes necessary to facilitate a successful joint TFCA regional fund application (i.e., meet and, as necessary, exceed TFCA cost-per-ton effectiveness goals to allow continued TFCA funding for the RRP Contractor).

8. Monitor and report program performance, and coordinate with the RRP Contractor as necessary, and as consensually agreed upon by the TFCA Joint Working Group, to provide data on at least a quarterly basis to the RRP Contractor to complete joint TFCA applications and reports.

9. At a frequency no less than quarterly, provide the following measurements using the format shown in *Attachment B*. Strive to achieve the annual targets established by MTC's Rideshare Program Project Manager and the TAC.

MEASUREMENT	FY05-06 511 CONTRA COSTA TARGET
# new employers during the year	133
# of active employers (average) during the year	100
# of maintenance employers (average) during the year	445

Definitions:

ACTIVE EMPLOYER
An employer or employer site that has received services from 511 Contra Costa or participated in a 511 Contra Costa program within the last two years. At a minimum, the employer's involvement includes:

- Hosting an on-site employee transportation event, **or**
- Requesting advice about TDM programs, **or**
- Requesting program information to distribute to employees and/or clients, **or**
- Being willing to distribute program information to employees and/or clients, **or**
- Implementing/offering another program activity specific to 511 Contra Costa, **and**
- Providing an "ETC-type" contact.

The amount of time and the duration needed to work with an active employer will vary with the level of activity requested by the employer. Active employers become maintenance employers if the ETC-type contact is lost or if the employer has not minimally participated in the last two years.

MAINTENANCE EMPLOYER

An employer or employer site in 511 Contra Costa's database that receives general employer mailings or e-mail updates from 511 Contra Costa on a periodic basis, but at least annually. Maintenance employer address information is current.

NEW EMPLOYER

New employers are not a separate category from active and maintenance employers. A new employer can be either a "new active employer" or a "new maintenance employer."

New Active Employer

An employer that is classified as an active employer for the first time during the fiscal year. A new active employer could be an employer that is solicited for the first time or a "maintenance employer" that takes advantage of one of 511 Contra Costa's programs for the first time.

New Maintenance Employer

An employer that is classified as a maintenance employer for the first time during the fiscal year. A new maintenance employer is an employer that is solicited for the first time but does not minimally participate in a 511 Contra Costa program.

10. Work with the RRP Contractor to develop a definition of employer "sales" made. Track the number of employer sales for possible inclusion as a future target.

ATTACHMENT A-1
RRP Marketing & Customer Communications Requirements

A. Reference to 511

The 511 Contra Costa website homepage will state that 511 Contra Costa is a partner agency of the 511 Program. The website will use the 511 logo and tag line to let visitors know that additional Bay Area regional transportation information can be accessed by calling 511 or going to 511.org. MTC will inform 511 Contra Costa if the 511 logo or tag line changes. 511 Contra Costa will update the 511 logo or tag line the next time it revises its website.

2. 511 Coordination

511 Contra Costa staff shall ensure that its marketing efforts, as they support the tasks in *Attachment A,* Scope of Work are coordinated with other 511 marketing efforts.

When communicating with the media about activities that support the tasks in *Attachment A,* Scope of Work, 511 Contra Costa shall explain its role as a provider of commute alternative and 511 Travel Information services.

B. Process for Developing Marketing & Outreach Materials

The RRP Contractor will develop regional marketing and outreach materials for regional campaigns. 511 Contra Costa will have the opportunity to review and provide feedback on these materials through the monthly RRP TAC meetings and the Regional Marketing Working Group meetings. Once the materials are finalized, RRP Contractor will share electronic files with 511 Contra Costa, in a format that will allow 511 Contra Costa to make changes, including adding local program information. It is the responsibility of the Regional Marketing Working Group to collectively assure that materials will be provided to 511 Contra Costa with adequate time for local customization, printing, and distribution. 511 Contra Costa will be responsible for printing and distribution costs.

MTC's Rideshare Program Project Manager, or designee, has the option to review materials developed by 511 Contra Costa that are related to regional campaigns. MTC's Rideshare Program Project Manager's review is limited to ensuring appropriate use of the 511 Contra Costa logo and coordination with the regional campaign. The review process will be as follows:

1. When developing its own regional campaign outreach materials, 511 Contra Costa will develop and present creative concept/draft materials to MTC's Rideshare Program Project Manager, or designee, for feedback.
2. MTC's Rideshare Project Program Manager will inform the 511 Contra Costa Program Manager of MTC's intent to exercise its review option within five (5) business days upon receipt of materials from 511 Contra Costa. MTC's Rideshare Program Project Manager and the 511 Contra Costa Program Manager will agree upon a timeline for MTC's feedback submission.
3. The 511 Contra Costa Program Manager will incorporate feedback from MTC's Rideshare Program Project Manager, or designee, whenever possible, in the final draft materials.

4. The 511 Contra Costa Program Manager will submit the final draft materials to MTC's Rideshare Program Project Manager for final review.
5. MTC's Rideshare Program Project Manager will provide final approval to the 511 Contra Costa Program Manager of all such products within five (5) business days of its receipt of final draft materials (Step 4).

Notwithstanding anything to the contrary contained herein, all outreach materials provided to or communications with employers within Contra Costa County will be administered by the 511 Contra Costa staff. Employer databases and employer contact information established by 511 Contra Costa will not be used by or provided to any third parties, without the express consent of 511 Contra Costa; provided that 511 Contra Costa will provide access to such databases or contact information to MTC or RRP for the purposes of quarterly and annual reporting and any audits relating thereto.

ATTACHMENT B
Invoice Format

REGIONAL RIDESHARE PROGRAM SERVICES
CONTRA COSTA TRANSPORTATION AUTHORITY
_____, *FISCAL YEAR* _____

Total Value of Work Performed: _$_____
Invoiced Total (88.53%): _$_____

Employer Outreach & Services	Total Monthly Expenses
Total Direct Labor and Burden	**$0.00**
Direct Costs	**$0.00**
Total Invoice	**$0.00**

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ATTACHMENT C
Statistics Reporting Format

Contra Costa Transportation Authority RRP Activities

	July	*Aug*	*Sept*	**1st Quarter**	*Oct*	*Nov*	*Dec*	**2nd Quarter**	*Jan*	*Feb*	*Mar*	**3rd Quarter**	*Apr*	*May*	*Jun*	**4th Quarter**	**Total**	**Goal**	**%Goal**
New employers																		133	
Active employers																	N/A	N/A	N/A
Maintenance employers																	N/A	445	N/A

- CCTA shall provide quarterly reporting statistics by the 10th of the month following the end of the quarter (e.g., 1st quarter statistics (July – September) due October 10th), regardless when CCTA submits invoices.
- If submitting a monthly invoice for July, August, October, November, January, February, April or May, CCTA shall provide reporting statistics for that month. The monthly statistics are due at the time of the invoice (e.g., July invoice and July reporting statistics due August 30th).
- If submitting a monthly invoice for September, December, March, or June, CCTA is not required to include monthly statistics for the invoice month. The quarterly reporting statistics will satisfy the reporting requirements for these invoices.

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ATTACHMENT D

GOOD FAITH EFFORTS

To meet the requirements of this Agreement, the RECIPIENT must achieve, be on track to achieve, or make a good-faith effort to achieve, the targets described in *Attachment A*, Scope of Work. The RECIPIENT shall provide the following information to demonstrate that a good faith effort was made.

1. A log of employer contact and/or efforts to identify new employers demonstrating that staff made sufficient contacts such that targets could have been met barring other circumstances.

2. Documentation explaining why targets were not met and how the inability to meet targets was caused by factors out of the control of the project staff's efforts.

3. Any additional data to support a demonstration of good faith efforts.

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ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Third Party Contracts and Subcontracts over $25,000)

Instructions for Certification:

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below .**

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Date

_____
(signature of authorized official)

_____
(type/print name and title)

D. Task 10 under "Program Planning" is deleted.

3. ATTACHMENT C: STATISTICS FORMAT is deleted in its entirety.

4. Retention of Contract Provisions. Except as otherwise provided herein, all other terms and conditions of the agreement entered into as of September 8, 2005 remain unchanged and are herein incorporated by this reference as though set forth in full.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION COMMISSION

Steve Heminger, Executive Director

CONTRA COSTA TRANSPORTATION AUTHORITY

Robert K. McCleary, Executive Director

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EXHIBIT D

Sponsor Worksheets

West Contra Costa 2014-15 TDM Budget

PROJECT #	15CC01	15WMTC	15WMJ17	
Purchase Order #				
Expenditure category				
Salaries/Benefits (4100s)	$178,546.00	$15,890 $2,059	$113,732.00	MJ Match
Professional Services -43600	$32,780.00		$24,780.00	
Marketing/Workshops -44001				
Rent -43900			$12,954.00	
Transit Survey (44000 and 44001)				
Annual Sinking Fund -44000				
Incentives -44000	$84,510.00		$2,500.00	
Travel & Training -44320			$3,000.00	
Printing -43501	$5,190.00		$3,990.00	
Subscription/Dues -42001				
Postage -43502	$4,123.00		$2,923.00	
Liability Insurance 41911			$3,724.00	
Program Supplies -43500			$3,750.00	
Project Budget	**$305,149**	**$17,949**	**$171,353**	

TFCA	$305,149
CMAQ	$15,890
Measure J	$173,412

WCCTAC

West Contra Costa Transportation Advisory Committee

TO: WCCTAC Board **DATE:** October 24, 2014

FR: John Nemeth, Executive Director

RE: **East Bay Regional Park District (EBRPD) Measure J Program 13 – West Contra Costa County Trail Rehabilitation Projects**

REQUESTED ACTION
APPROVE the proposed EBRPD application for West Contra Costa County Trail Rehabilitation Projects.

BACKGROUND AND DISCUSSION
Under the Measure J Expenditure Plan, there is funding set aside *for Pedestrian, Bicycle and Trail Facilities* under Program 13. These funds amount to an estimated $30 million over the life of Measure J. A portion of these funds are competitive, while a third of these funds are non-competitive and dedicated to the East Bay Regional Park District (EBRPD) for the development and rehabilitation of paved regional trails. EBRPD has a policy of rotating the funds to each sub-region on an annual basis. WCCTAC receives their share every four years.

Proposed Trail Rehabilitation Projects
Attachment 9-1 is the proposed application by the EBRPD for the 2014 West Contra Costa County Trail Rehabilitation Projects. This application went before the TAC at the October 9th meeting and was recommended for Board approval. Mr. Jim Townsend, EBRPD staff, will provide an overview of how the District proposes to use these funds in West County.

The total amount of funding available is $365,000. The District is proposing to use all of these funds on four project to rehabilitate approximately 25,500 linear feet of trail. These four projects are:

1. SF Bay Trail, Pinole Creek to Hercules ITC – 2,400 linear feet
2. SF Bay Trail, Pinole Shores – 5,500 linear feet
3. Wildcat Creek Regional Trail- 6,000 linear feet
4. SF Bay Trail, Point Isabel Regional Shoreline - 11,500 linear feet

Next Steps
WCCTAC Board approval will allow the application to move forward to CCTA for final approval. Funds are projected to be available for trail rehabilitation in early 2015.

Attachments: EBRPD Measure J Program 13 Application Form

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CONTRA COSTA transportation authority

Application Form

Measure J Pedestrian, Bicycle and Trail Facilities (PBTF) Program Funds

1. PROJECT INFORMATION

Project Name ..... 2014 West Contra Costa County Trail Rehabilitation Projects

Project Location ..... SF Bay Trail and Wildcat Creek Regional Trail

Sponsor ..... East Bay Regional Park District

Implementing agency ..... {if different than sponsor}

Partner agencies ..... {list only those agencies whose role is essential in implementing the proposed project}

Contact for project... Jeff Rasmussen, Grants Manager, 510-544-2204

jrasmussen@ebparks.org

P.O. Box 5381, Oakland, CA 94605

2. FUNDING

In thousands of dollars, please provide the estimated cost of the proposed project, the amount of PBTF funds requested, and any other funds that have been committed to the project.

Source	*Amount*
Total project cost †	$365
Requested CC-TLC funds	$365
Other committed funding 1 ‡	$000
Other committed funding 2 ‡	$000
Unfunded balance	$000

† Minimum request is $50,000

‡ Add other committed funding sources as needed

3. POTENTIAL PHASING

The project is for the linear rehabilitation of regional trails. Project could be scaled back to almost any length. Although it would be best to scale it back to full sections between intersections.

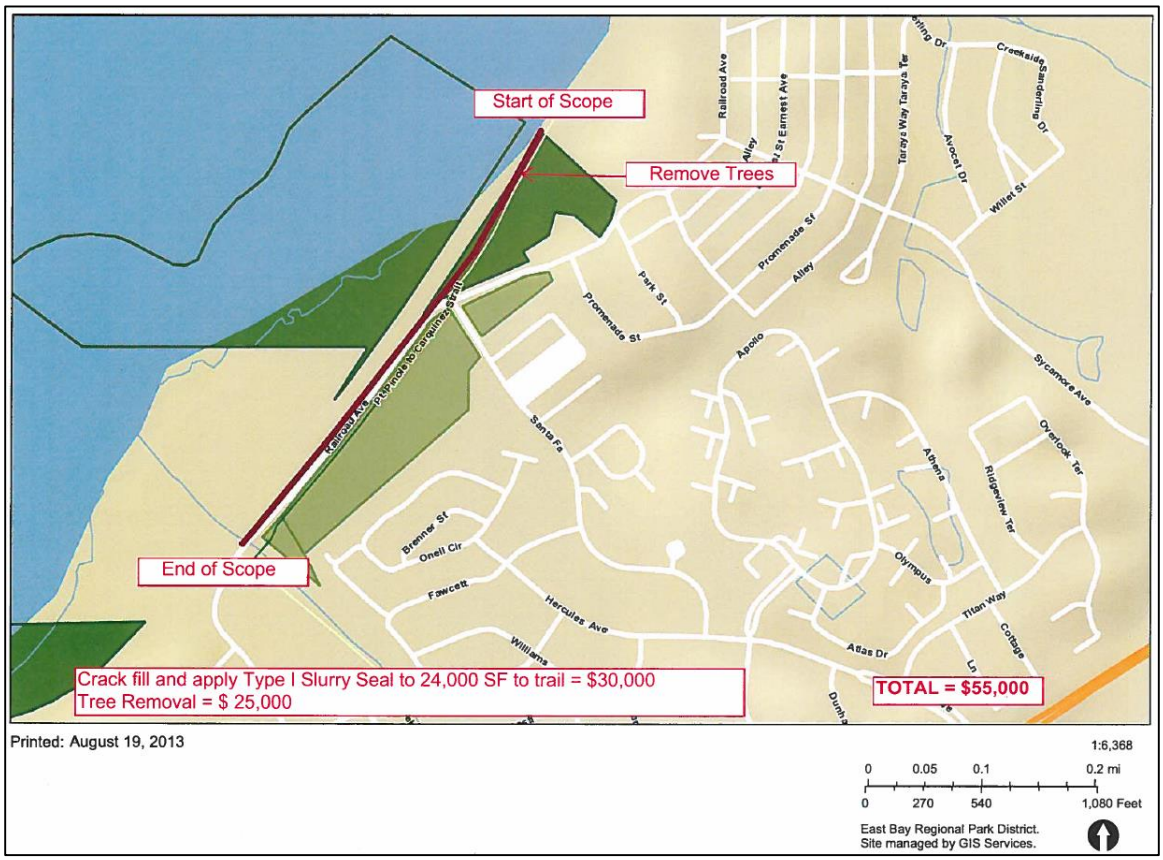
4. PROJECT DESCRIPTION

Rehabilitate approximately 25,500 linear feet of the regional trail at four parks in western Contra Costa County, see location map below. This includes sections of the San Francisco Bay Trail and other regional trails. Project includes full removal and replacement of some sections of the asphalt pavement. Most section will be crack sealed and sealed with a type I slurry seal.

Detailed Project Description:

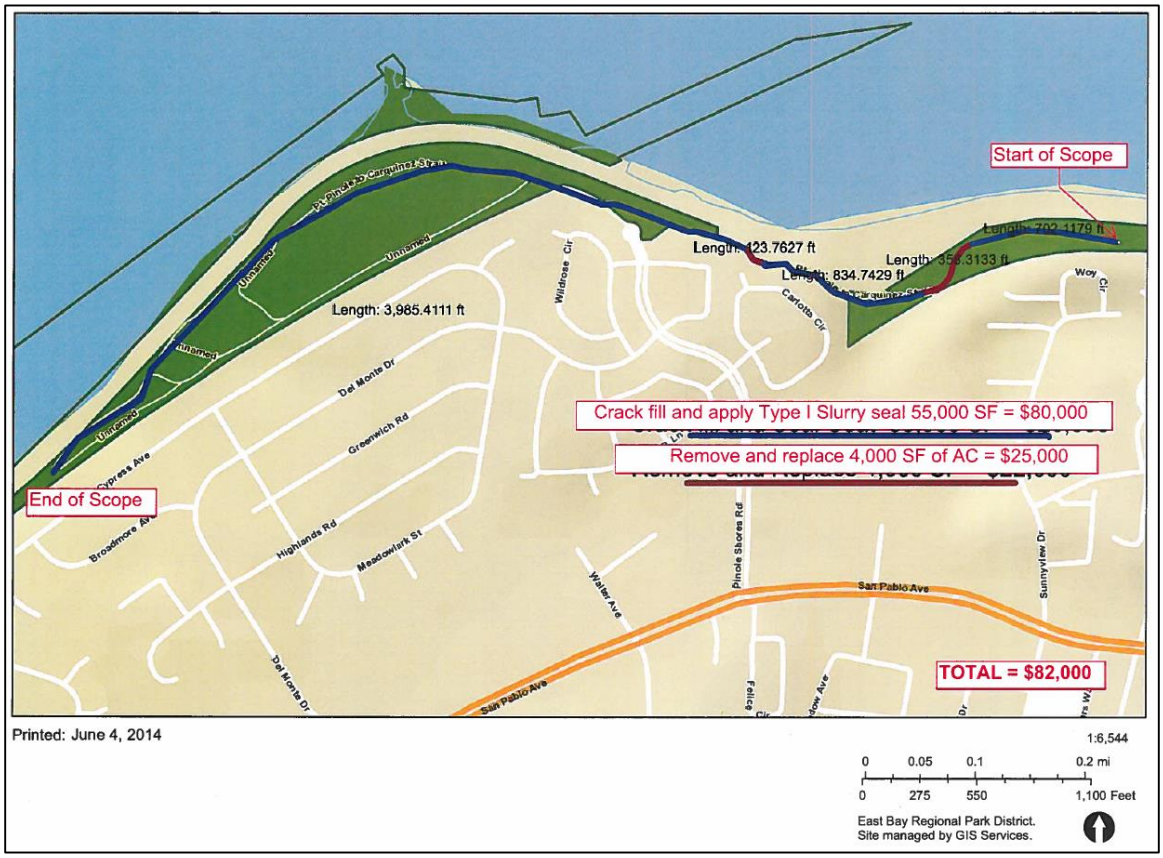
1. **SF Bay Trail, Pinole Creek to Hercules Intermodal Transit Center – 2,400 Linear Feet**

This project will crack seal and seal with a type I slurry seal the section of the SF Bay Trail between the bridge over Pinole Creek in Pinole to the location of the future Intermodal Transit Center in Hercules, approximately 24,000 square feet. Trees overhanging and surrounding the trail near the Hercules end will be removed.



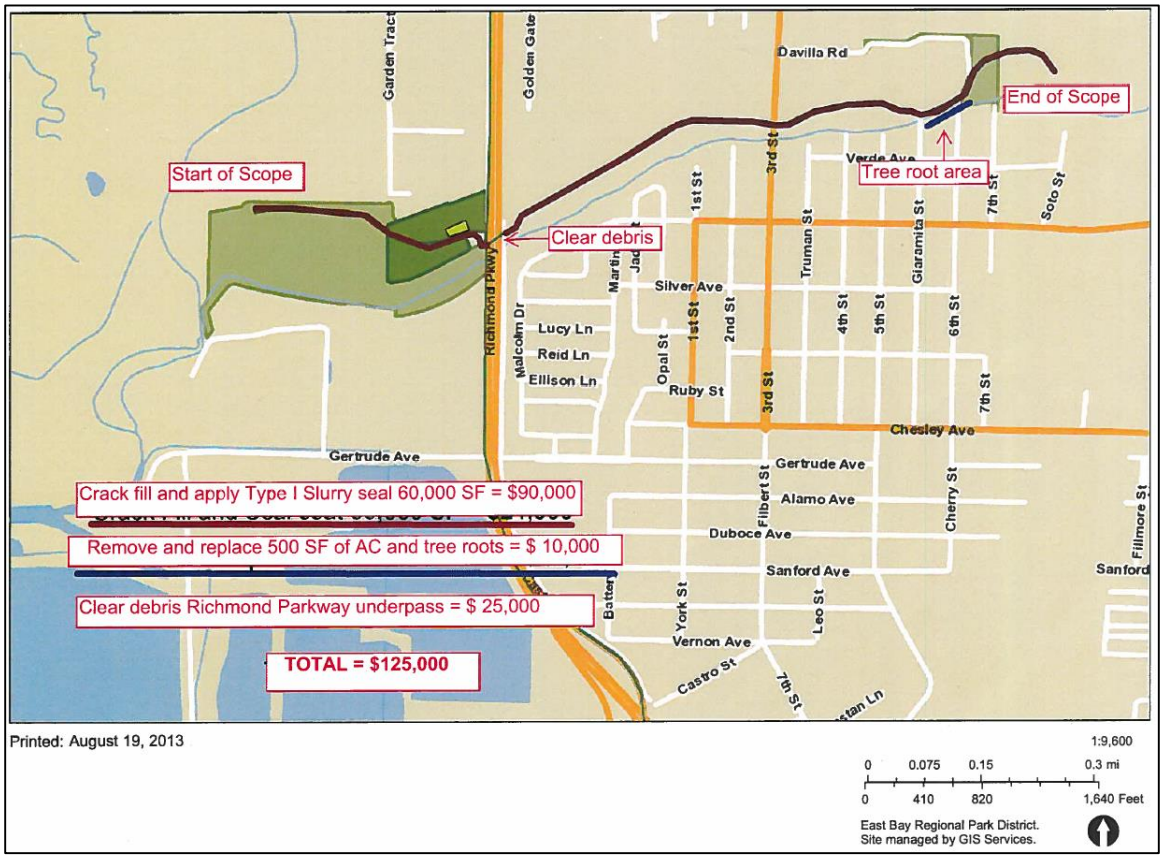
2. SF Bay Trail, Pinole Shores – 5,500 linear feet

This project will remove and replace 4,000 square feet of damaged asphalt then crack seal and seal with a type I slurry seal the entire trail, approximately 55,000 square feet.



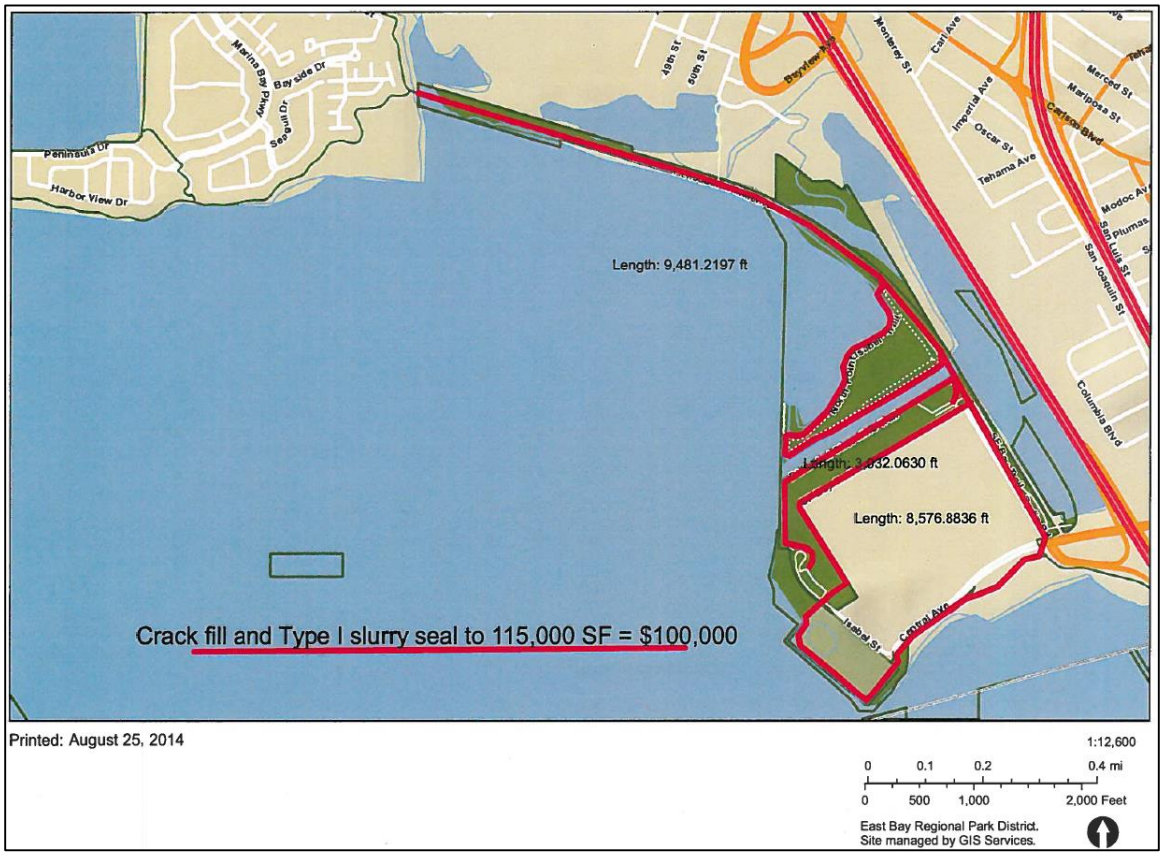
3. Wildcat Creek Regional Trail – 6,000 Linear Feet

This project will remove and replace 500 square feet of tree damaged asphalt then crack seal and seal with a type I slurry seal the entire trail, approximately 60,000 square feet. Finally, the project will remove silt from the Richmond Parkway undercrossing. The undercrossing built by the Army Corps of Engineers is filled with silt and impassible.



4. SF Bay Trail, Point Isabel Regional Shoreline – 11,500 Linear Feet

This project will crack seal and seal with a type I slurry seal the section of the SF Bay Trail all around Point Isabel Regional Shoreline. It includes the trail sections along Isabel Street, Central Avenue, Rydin Road and along the Hoffman Marsh in Richmond, approximately 115,000 square feet.



<u>Operation and Maintenance:</u> The project is operated the East Bay Regional Park District. These sections of trail are operated the staff centered out of the Miller Knox Regional Shoreline and Point Pinole Regional Shoreline offices in Richmond. The rehabilitation projects will extend the life of the trail and aid in their maintenance. The District will continue to maintain the trails using is trades crews centered at its Pacheco Corporation Yard. All of these crews are funded as part of the District's annual budget.

5. PROPOSED SCHEDULE

In the following table, enter the expected beginning and ending *month and year* for each of the phases listed. If the phase has been finished, enter "Completed" in the "To" column.

Phase	*From*	*To*
Preliminary Design & Planning		Complete

Design		Complete
Environmental Clearance		Complete
Right-of-Way		Complete
Construction	January 2015	December 2015

6. ABILITY TO MEET CRITERIA

Describe how the proposed project would:

Safety: Address a documented or commonly recognized safety deficiency, especially conflicts with motor vehicles	Not Applicable
Range and number of users: Serve a wide range of users — children, transit riders, bicycle commuters, shoppers — and increase the number of pedestrians and bicyclists within the project area	Not Applicable
Countywide or regional significance: Implement a project in a pedestrian priority location, on the countywide bicycle network or on the regional bicycle network designated by MTC	Not Applicable
Destinations served: Be located near a larger number of destinations within normal walking and bicycling distance (one-half to three miles, respectively) of the project	Not Applicable
Latent demand: Be more likely to generate walking and bicycling trips given other characteristics of the project area — e.g., greater population and employment density, mix of land uses, percentage of zero-vehicle households and relative lack of car parking	Not Applicable
Improved connectivity: Eliminate gaps in existing pedestrian or bicycle facilities, remove barriers to access, and increase the directness or capacity of the bicycle/pedestrian network (including alternatives to trails that are closed overnight), especially where they facilitate connections to work, school or transit	Not Applicable

Feasibility: Be able to complete the project development process — design, environmental clearance, right-of-way purchase, and PS&E — and resolve any outstanding issues	Not Applicable
Local and policy support: Implement policies in local plans, integrate with other local efforts, and have support from the general public, the RTPCs and other relevant agencies	Not Applicable
Matching funds: Leverage funds from other sources that are or would be committed to the project	Not Applicable

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WCCTAC

West Contra Costa Transportation Advisory Committee

TO: WCCTAC Board **DATE:** October 24, 2014

FR: John Nemeth, Executive Director

RE: **High Capacity Transit Investment Study**

REQUESTED ACTION

Approve the Release of a Request for Proposals (RFP), subject to scope adjustments.

BACKGROUND AND DISCUSSION

At the September 2014 meeting, the WCCTAC Board reviewed a Scope of Work for a High Capacity Transit Investment Study in West Contra Costa. It also approved an additional $100,000 in Measure J 28b funds for the study, on top of a previous allocation of $300,000, bringing WCCTAC's total contribution to $400,000. Staff also noted that a Request for Proposals (RFP) would be brought to the October Board for review and approval.

Study Funding

At its most recent meeting on Oct 15th, the CCTA Board voted to contribute $300,000 to the Transit Study. When combined with the $300,000 already approved by BART, and the $400,000 being provided by WCCTAC, there is now $1,000,000 in secured funding.

The cost of the study was estimated by WCCTAC staff and its transit agency partners to be just under $1,200,000. To close this gap and to add a contingency, WCCTAC staff and its partners are seeking an additional $300,000 in funding from MTC. While there are some favorable indications that funding could be available, it's not assured. Moreover, even if funding is made available, the timing of a confirmed commitment from the Commission (MTC) is unknown and could take a number of weeks or months.

Next Steps

Given the recent momentum in study funding and broad support for the study's objectives, staff recommends the following course of action.

With Board concurrence, WCCTAC staff, its transit operator partners, and CCTA staff would make adjustments to the Scope of Work. These changes would fit the scope to the current available budget by identifying certain tasks or portions of tasks as optional and subject to funding availability. WCCTAC would then release the RFP for a fully funded project and begin the consultant selection process with its agency partners. The optional work would be included if sufficient funds become available from MTC or another source.

If the additional funds do not materialize, the consultant/s that are eventually selected may be able to recommend more efficient ways to work through certain tasks. As a result, they may be able to achieve more results than expected within the available budget.

Should the Board not concur with staff's recommendation, staff will delay the RFP release and provide an update on the status of MTC or other potential funding at the December 12th Board meeting.

Attachments: Draft RFP (includes Scope of Work)

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 8%.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: http://www.dot.ca.gov/hq/bep/.

1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
2. Click on Search for a DBE Firm link;
3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

West Contra Costa
Transportation Advisory Committee (WCCTAC)

A Public Joint Powers Agency

DRAFT REQUEST FOR PROPOSALS

DATE ISSUED: TBD

PREPARATION OF A
HIGH CAPACITY TRANSIT INVESTMENT STUDY
in WEST CONTRA COSTA COUNTY

PROPOSAL PACKAGES DUE: TBD

West Contra Costa Transportation Advisory Committee
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE (WCCTAC)
REQUEST FOR QUALIFICATIONS/PROPOSALS

TABLE OF CONTENTS

SECTION 1: BACKGROUND INFORMATION

Purpose of Study

Western Contra Costa County is a distinctive sub-region within the Bay Area, containing a mix of residential and heavy industrial land uses, and is home to some of the oldest communities in the region. From a transportation perspective, this sub-region is notable for its function as a primary gateway to the Bay Area, with Interstate 80 (I-80) and two major transcontinental railroads traversing the area.

The I-80 corridor, which includes both the I-80 freeway segment from the Carquinez Bridge to the Alameda County line and the surrounding communities, has long been regarded as the most congested freeway corridor in the region. Data collected from Bay Area freeways frequently report the I-80 freeway segment from Hercules to Berkeley as the highest ranked by delay due to congestion during peak periods. Residents, commuters, businesses and visitors routinely experience severe congestion on I-80 during weekday peak commute hours of 7:00-10:00 a.m. and 3:00-7:00 p.m., often in both directions. More recently, severe congestion has been experienced on weekends as well. This is particularly true on Sunday afternoons, especially westbound, as residents return to the Bay Area from weekend vacations or excursions east and north of the corridor.

Traffic congestion within the corridor not only restricts the flow of people corridor, it also impacts goods movement and commercial enterprise and slows the pace of economic development. In addition, the high level of congestion contributes to local air pollution and greenhouse gas emissions.

This study will evaluate the feasibility and effectiveness of improving high capacity transit service in the I-80 corridor, generally from the Alameda County line to the vicinity of the city of Hercules, connecting with the regional transportation system. "High capacity transit" means a system or network of systems that provide substantially higher levels of passenger capacity, speed and service frequency than community-based or local public bus services.

The study will evaluate multiple transit options including (but not limited to) freeway-based express bus, bus rapid transit, passenger ferries, BART, and improved standard gauge passenger rail service on the existing freight railroads. This corridor is constrained due to the hilly geography and the limited number of through arterials that are parallel to I-80. This corridor also has a large volume of traffic passing through the corridor. This is due to the large number of commuters from north and east of Contra Costa County, including Napa and Solano counties, and the Sacramento region.

The goal of creating a high capacity transit system is to move people through the corridor on public transit, and to reduce future increased levels of congestion on the freeways, provide more convenient access to the regional transportation network, promote the development of transit-oriented development, encourage desired economic development within the corridor and help to protect the environment and meet state and regional air quality and sustainability goals.

Project Partners

This study will be conducted under the auspices of the West Contra Costa Transportation Advisory Committee (WCCTAC), a public joint powers agency. Additional funds will be provided by the Bay Area Rapid Transit District (BART) and the Contra Costa Transportation Authority (CCTA) and possibly others. Other partners in the study are the Western Contra Costa Transit Authority (WestCAT), AC Transit, and local jurisdictions in West Contra Costa County.

WCCTAC Background

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.

SECTION 2: SCOPE OF WORK

1. **Final Scope**
   Develop a final scope, workplan and schedule for the study that delineates the roles, responsibilities, and deadlines for the consultant and each of its sub-consultants. This detailed workscope will also provide each agency with a list of the data and support needed to complete the study.
   Deliverable – Final scope, schedule, workplan, and list of data needs

2. **Goals and Objectives of Study**
   Develop a statement of goals and objectives to guide the study and to form the basis for an evaluation framework. The goals and objectives should address (at a minimum) the concepts listed below:
   - Understand travel markets and demand for high-capacity transit in the I-80 corridor as part of the larger regional transit network.
   - Understand current and future land uses in the corridor and beyond the corridor and linkages to transportation.
   - Define and evaluate multimodal high capacity transit options in the western Contra Costa corridor.
   - Understand costs and potential funding sources.
   - Establish a basis for further study of most promising alternatives.

   Deliverable – Technical Memorandum #1 – Goals and Objectives

3. **Purpose and Need for Project**
   Develop a statement of Purpose and Need for a potential project suitable for use in further study and in future environmental analysis. Some *examples* of potential statements of Purpose are listed below.
   - Link corridor more closely to the regional transit network and major destinations.
   - Link transportation and land use more closely in the corridor.
   - Support TOD development throughout corridor, especially in PDAs.
   - Provide alternative to congested highway corridor.

   Statements of Purpose should be supported by a statement of Need, with a demonstrated linkage. A draft statement should be prepared at the beginning of the study, and then finalized when the Final Report is completed.
   Deliverable – Technical Memorandum #2 – Purpose and Need

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

   4.1. Public Outreach Meetings
   Plan, prepare, setup and conduct up to six (6) public outreach meetings to familiarize members of the public with the study and the issues involved, and to receive public input

on the alternatives being considered. Meetings may include interactive choice exercises or surveys for the public, display boards, and other media. Consultant will extensively notice all public meetings, and document meeting outcomes with a summary of the meetings that includes photos of the meetings, results of any exercises, and comments from the meeting participants.
Note: All public meetings and workshops will be publicly noticed to maximize attendance. All public notices will be in five languages – English, Spanish, Chinese, Vietnamese and Korean. BART will supply translation services for all public notices. Translators and sign language interpreters will be available for all workshops, as requested, and will be supplied by BART.
Deliverable – Six (6) public outreach meetings, with summary reports on each meeting.

4.2. Print, social media and electronic outreach
Work with WCCTAC, BART and other key agency staff to prepare outreach materials for posting agencies' websites and dissemination through social media, and traditional print sources. Consultant will directly contact external media sources and charge print media costs as a direct cost.
Deliverable – Text, graphics, document preparation, file preparation and coordination with external media sources.

4.3. Technical Advisory Committee (TAC)
Form a Technical Advisory Committee (TAC) based on the WCCTAC TAC, but with additional invitees that may include MTC, Caltrans, Capitol Corridor, or other public or private stakeholders. Meetings will be held quarterly for the duration of the project, and a meeting summary will be documented.
Deliverable – Meeting Notes

4.4. Policy Advisory Committee (PAC)
WCCTAC will act as the Policy Advisory Committee (PAC) for the study. PAC Meetings will be held periodically for the duration of the project and can coincide with regular WCCTAC Board meetings. Meeting summaries will be documented.
Deliverable – Meeting Notes

5. Literature review
Perform a review of prior studies in the corridor relevant to the provision of high capacity transit in the corridor. This will include studies conducted by BART, AC Transit, WestCAT, Capitol Corridor, Contra Costa County, Caltrans, CCTA, local cities, and the Metropolitan Transportation Commission (MTC). Briefly summarize these prior studies, including relevant issues, potential alternatives developed, and outcomes. Provide information about what may have changed since these other studies were done, as well as information about how this current study will differ from previous efforts.
Deliverable – Technical Memorandum #3 – Literature Review

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

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

   Deliverable – Technical Memorandum #4 – Existing and Planned Transportation Network, including documentation of coordination with CMA for future modeling.

7. **Document Existing and Future Land Use Conditions**
   Document the existing and future land use conditions in the corridor consistent with Plan Bay Area. Prepare a detailed and accurate land use database that reconciles the projected growth by local jurisdictions and Association of Bay Area Governments (ABAG), such that a definition and evaluation of interim and long-term transit alternatives may be accomplished with an understanding of the likely demand for transit service.

   Delineate existing and proposed land use within the corridor at the TAZ level and identify the major land use activities beyond the corridor that may have impacts on the corridor's travel behavior. The consultant will verify the accuracy of the land use data at the TAZ level for use in projecting ridership using the travel model. Consultant will work with CCTA, the local CMA, to confirm that the CMA's travel model and the consultant are in agreement on the existing and future land use for modeling work.
   Deliverable – Technical Memorandum #5 – Existing and Future Land Use Conditions, including documentation of coordination with CMA for future modeling.

8. **Travel Markets**
   Understand and define the major travel markets in the corridor, including local, regional, and inter-regional. Assess the predominant travel flows associated with each of the identified travel markets, and assess the competitiveness of transit to serve each of the markets. In this task, it is important to document the context beyond the immediate corridor, such as flows through the corridor to and from Solano County, Alameda County, San Francisco, Sacramento, Marin County, and other points beyond.
   Deliverable – Technical Memorandum #6 – Travel Markets

9. **Conceptual Alternatives**

Define conceptual alternative corridors and modes/technologies for evaluation that address traveler needs within the corridor. Transit modes considered should be based on established technologies with reliable service records in regular operation in a similar corridor setting.

Propose a variety of methods to assess the alternatives.. Alternatives should consider differentiators such as 1) network structure, 2) system performance, and 3) customer experience. Alternatives should include the full range of investments needed to make a successful high-capacity transit system function effectively, including changes needed to local transit services, local circulation, parking, and other access modes. This task will include conceptual engineering of a limited degree; enough to establish basic feasibility for the modes and to develop preliminary cost estimates. Both interim and long-term alternatives may be defined as follows:

- **Network Structure** describes the kinds of connections that are made available by the transit system and can be defined by features such as:
  - Mode type or technology – primary candidates are:
    - Express bus
    - BRT
    - BART
    - Standard gauge rail (DMU, other)
  - (e.g., BART, express bus, bus rapid transit (BRT), etc.);
  - Alignment type (e.g., exclusive ROW, HOV lane, shared lane, etc.);
  - Alignment location – primary candidates in this corridor are:
    - I-80
    - San Pablo Avenue
    - Richmond Parkway
    - UP and BNSF corridors
  - Station locations;
  - Station parking capacities (if appropriate);
  - Intermodal connections and transfers;
  - Shuttle and collector service coverage;
  - Method of access for riders from surrounding drive-shed, such as Solano County riders;
  - Maintenance and storage locations.
- **System Performance** describes the amount of time it takes to move through the network and the capacity required.
  - Headway or frequency;
  - In-vehicle travel times;
  - Vehicle seating and standing capacity; and
  - Reliability.
- **Customer Experience** describes the critical features of the system that will influence a traveler's mode choice.
  - Walk/bike travel time to station and ease of access.

- Drive time to stations.
- Station design and amenities (e.g., exposure to the elements);
- Vehicle comfort;
- Boarding and alighting (crowd management);
- Perceived safety in vehicles, in stations, in parking lots, in route from home, etc;
- Fare payment method (e.g., automated ticket vending machines, electronic fare cards, ATM/credit card, etc.);
- Information (e.g., real time arrival information, signage); including ease-of-use (e.g., route planning, complexity of fare system);

Deliverable – Technical Memorandum #7 – Conceptual Alternatives

10. Evaluation Criteria

Develop an evaluation framework based on the study goals and objectives outlined in Task 2. The framework should include criteria, metrics for evaluation, and a process for conducting the evaluation. Criteria should be applicable to two levels of screening – preliminary screening in Task 11 and final screening in Task 16. Some *examples* of likely criteria include:

- Ridership
- Comparative performance
- Travel time
- Support for regional land use goals
- Impacts on local transit services (ridership, other)
- Impact on BART (state-of-good-repair and capacity)
- Impacts on VMT, Air Quality and greenhouses gases
- Cost metrics
- Cost per rider
- Subsidy per passenger
- Consistency with Res. 3434 and TOD Policy
- Consistency with BART System Expansion Policy (SEP)
- Consistency with FTA New Starts criteria

Weighting of criteria may be appropriate and should be considered.

Deliverable – Technical Memorandum #8 – Evaluation Criteria

11. Preliminary Evaluation and Screening

Conduct preliminary evaluation and alternatives screening to eliminate those alternatives that are either fatally flawed technically or fall outside of a defined performance envelope. This initial screening will narrow down the universe of alternatives to a feasible subset. This task will use a fatal flaw analysis to eliminate alternatives that would not deliver reasonable ridership or do so at much higher costs or environmental impact than other alternatives.

Deliverable – Technical Memorandum #9 – Preliminary Evaluation and Screening

12. Refine Final Alternatives

Using the results of the preliminary evaluation and screening process in Task 11, further develop and refine the final alternatives in preparation for further evaluation and more

detailed cost estimates. This task will involve additional conceptual engineering design or other relevant project development work. Refinements should include any changes needed to local transit services, local circulation, parking, and other access modes. Final alternatives should be described in a similar fashion as the conceptual alternatives in Task 9, using differentiators such as 1) network structure, 2) system performance, and 3) customer experience.
Deliverable – Technical Memorandum #10 – Final Alternatives

13. Ridership Modeling

Estimate current and projected ridership for 10 and 20 year horizons within the corridor and system-wide for the transit agencies involved (BART, WestCAT, AC Transit, Capitol Corridor) for the final alternatives listed in Task 12. Modeling should incorporate and be consistent with CCTA and MTC modeling, and incorporate a detailed representation of the transit network. Model should be calibrated to accurately represent existing transit ridership conditions, and should be sensitive to the impacts of transit service adjustments at a detailed level. Model should incorporate robust transit network connectivity and contain a calibrated nested logit mode choice formulation, to provide the ability to distinguish between rail and bus transit modes. It also should have the ability to assign the auto component of drive access transit trips to the road network, which is critical in studying local access trip impacts around rail stations. Model should also be able to accurately represent commute conditions from Solano County and beyond.
Deliverable – Technical Memorandum #12 – Ridership Modeling

14. Develop Conceptual Cost Estimates

This task will involve two levels of cost estimating.

14.1 Preliminary Screening Cost Estimates

Using costs for similar projects, preferably within the region, develop planning-level rough-order-of-magnitude capital and operating cost estimates for use in evaluation and screening in Task 11.
Deliverable – Technical Memorandum #13 – Preliminary Cost Estimates

14.2 Final Screening Cost Estimates

Using FTA Standard Cost Categories, estimate the capital, and annualized capital costs of all alternatives defined in Task 12 (Define Final Alternatives). Also estimate the annual operating cost using reliable benchmark methods (e.g., cost per revenue vehicle mile, hourly operating cost per vehicle, etc.) for all alternatives in Task 12.
Deliverable – Technical Memorandum #14 – Final Cost Estimates

15. Funding Options

Prepare a detailed and flexible funding plan for alternatives defined in Task 12. This should include the development of a financial model with cost parameters and a clearly defined risk analysis. The plan could include both traditional and innovative funding sources, and should provide information and real world example about how other transit capital projects were

funded in the Bay Area. The Plan should consider how projects peform using federal New Starts/Small Starts criteria.
Deliverable – Technical Memorandum #15– Funding Options

16. Conduct Final Alternatives Evaluation

Evaluate the short list of final alternatives in Task 12 using the evaluation criteria for the level of screening developed in Task 10. Provide an evaluation of all final alternatives against the criteria.
Deliverable – Technical Memorandum #16 – Definition of Final Alternatives

17. Identify issues for future environmental assessment (Optional Task)

Identify potential environmental fatal flaws or constraints that could significantly affect the feasibility or timing of a project, for the alternatives identified in Task 12. The purpose is to identify early in the planning process significant environmental constraints that should either be avoided due to their sensitive nature or will require significant lead time to evaluation, and develop appropriate mitigation measures. The approach to this assessment will focus on review of existing studies and information already available, and not original investigation.

Compile information for the following environmental topics to be used in the assessment, at a minimum:

- Circulation
- Land Use and Socioeconomics;
- Environmental Justice;
- Biological Resources;
- Noise;
- Air Quality;
- Cultural Resources;
- Water Quality;
- Geology;
- Parks and Recreational Areas; and
- Visual Resources.

Based on the gathered information, develop a preliminary environmental constraints map. The alternatives will then be evaluated with respect to the environmental constraints, and a summary of key environmental issues will be developed.
Deliverables – Technical Memorandum #17 – Identify Issues for Future Environmental Assessment, including preliminary environmental constraints map

18. Identify issues for future Title VI evaluation (Optional Task)

Identify potential future Title VI issues that could significantly affect the feasibility or timing of a project, for the alternatives identified in Task 12. The approach to this assessment will be through the use of census data and other demographic data available, and any issues identified during the public outreach, or though the TAC or PAC.

Deliverables – Technical Memorandum #18 – Identify Issues for Future Title VI Evaluation

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

20. **Develop work scope for next phase**
    Prepare a Scope of Work for subsequent analyses that gives the lead agencies, stakeholders, and potential consultants a clear and comprehensive understanding of the direction that the remaining analyses must take to move any recommended project forward into a subsequent CEQA and/or NEPA process.
    Deliverables – Technical Memorandum #20 – Work Scope for Next Phase

21. **Project Management (Agency) – Note that these tasks are to be provided as in-kind services by agency representatives.**

    21.1 Consultant selection
    Perform all tasks required to bring a consulting firm on board to complete the study. This will involve preparation and distribution of an RFP, the create of an evaluation committee, consultant interviews, and selection of a firm/team to perform the work.
    Deliverables – Scope of Work, RFP, Completed Work Plan/Contract

    21.2. Manage consultant contract
    Manage ongoing work of the project consultant, including regular meetings to monitor progress of the work, and monitoring the project budget.
    Deliverables – Monthly progress meetings

    21.3. Reporting and Invoicing
    Manage processing of regular progress reports, and regular invoicing and payment for the consultant.
    Deliverables – Monthly Progress Reports and Invoices

    21.4 Project Management Group (AC, BART, Cap Corr, WestCAT, WCCTAC)
    Coordinate regular meetings of the Project Management Group (SMG) to monitor the overall progress of the study.
    Deliverables – Monthly progress meetings

22. Project Management (Consultant)

22.1 Team Meetings

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

Deliverables – Monthly progress meetings

22.2 Project Management

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

Deliverables – Monthly invoices and progress reports

22.3 Board Reporting

Provide memorandums and other materials (PPT presentations, etc) updating project status for the various policy boards or subcommittees involved in the study**.**

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

SECTION 3: PROPOSAL PACKAGE SUBMITTAL REQUIREMENTS

1. *Proposal Package:* Submit four (4) copies of your proposal package along with one electronic copy in Microsoft Word or Adobe Acrobat. The electronic copy should be submitted on a CD-ROM or DVD disc. The proposal package should have no more than 25 pages. Resumes and other supplemental information are not counted in the page count and should be included in an appendix. Quality rather than quantity should be stressed.

2. *Transmittal Letter:* The proposal package shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed projects. The letter shall state that the cost proposal shall be valid for a 90-day period and should include the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with WCCTAC shall sign the cover letter.

3. *Project Understanding:* Describe your understanding of the scope of work and your general approach to meeting the task objectives outlined in this RFP. Discuss how the services will be performed and what deliverables will be submitted.

4. *Management Plan and Schedule:* This section shall provide the firm's/team's proposed management plan for providing the services, including the staff proposed for project. Develop a proposed schedule, identifying major project milestones and the anticipated duration for each major activity or deliverable. Specific hours or other cost information is not to be included.

5. *Qualifications and Experience:* Each package shall provide the qualifications and experience of the consultants. Please emphasize the specific service role provided as they relate to each project. Key team members are expected to be committed for the duration of each project. Replacement of key team members will not be permitted without prior consultation with and approval of TAM.

6. *Additional Relevant Information:* Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).

7. *References:* Please provide three references (including contact names and current phone numbers) that indicate the ability of your firm (team) to successfully manage these projects.

8. *Project Budget:* Compensation shall be administered based on an agreed **Not to Exceed Contract Amount.** Under separate cover and submitted in a sealed envelope, please provide one copy of cost information for project with estimated hours for all proposed staff and sub-consultant. Budget is to include all direct and indirect costs expected and any sub consultant mark-ups. Selected consultant and sub-consultants with expected billings over $25,000 may be asked to supply the most recent Indirect Cost Audit or provide Indirect Cost calculations. Selection will be based on qualifications of the project team.

9. *Professional Services Contract:* Indicate your willingness to accept the terms and conditions in attached sample consulting services agreement (Attachment B), including your ability to comply with WCCTAC's insurance requirements, or list those to which you take exception, and, as appropriate, provide proposed alternate wording. Note that it is not WCCTAC's intent to make substantial changes to attached sample contract. Work will be authorized on a Task Order Basis. Successful proposers may be asked to submit LAPM Exhibit 10-K before contract award. Closeout forms listed in Chapter 17 of the LAPM may be required from consultant before final voucher payment.

10. *Federal Forms:* Complete all required federal forms as included in Attachment A.

Proposal Package Submittal Procedure

The proposal packages shall be submitted in accordance with the following requirements:

1. The proposal packages shall be transmitted with a cover letter as described above.

2. The proposal packages shall be addressed to:

John Nemeth, Executive Director
West Contra Costa Transportation Advisory Committee (WCCTAC)
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

3. The proposal package shall be dispatched in order to be received at the above address no later than 5:00 p.m. on TBD. Late qualification packages will not be accepted and will be returned unopened.

4. Questions pertaining to this RFP, the Scope of Work, or the cost proposal should be directed in writing via email to:

John Nemeth
jnemeth@wcctac.org

WCCTAC will make every effort to provide individual responses to all written questions submitted and will not respond to questions posed by any means other than e-mail. Responses to technical questions may take up to two working days and all responses (with questions) will be posted on WCCTAC's website: www.wcctac.org.

SECTION 4: METHOD/CRITERIA FOR SELECTION

The following criteria will be used to evaluate qualification packages and to select a consultant team:

1. Demonstrated ability on past projects to managing project scope, schedule and budget to deliver projects expeditiously;
2. Qualifications and experience of the firm(s), the designated project manager and key staff in similar undertakings;
3. Demonstrated experience with transit corridor studies, particularly those involving BART technology, standard gauge rail, and BRT/express buses.

A panel will evaluate qualification statements and develop a ranking of the most qualified consultants. The panel will include representatives from local transit operators, WCCTAC and CCTA. Members of the panel will not be revealed prior to interviews. Interviews will be conducted with the most qualified teams. The Project Manager and key team members are expected to attend the interview. In lieu of interviews, WCCTAC may request supplemental information and/or clarifications to the qualification/proposal package.

The evaluation panel will select a qualified proposal and will submit the proposal to the full WCCTAC Board of Directors for award of a consulting services agreement. The award of the agreement shall be subject to negotiation of all business terms by the WCCTAC executive director and legal review and approval by WCCTAC legal counsel. The decision of the WCCTAC Board shall be final.

SECTION 5: SELECTION PROCESS DATES

RFP release: TBD
Pre-proposal conference: TBD
Final day for Submittal of Questions: TBD
Proposal Packages due: TBD
Proposal Package Evaluation: TBD
Interviews: TBD
Finalize Contracts: TBD
WCCTAC Board Contract Approval and Notice to Proceed: TBD

SECTION 6: PRE-AWARD AUDIT

All consultants and sub-consultants shall be subject to any of the audits listed in Chapter 10 of Caltrans LAPM or in the AASHTO Accounting Guidelines before or after award. All projects may be subject to a pre, concurrent or post award audit.

SECTION 7: GENERAL TERMS AND CONDITIONS:

1. Conflicts of Interest. The proposer shall disclose any currently known or potential conflicts of interest with WCCTAC, BART, CCTA or the Metropolitan Transportation Commission. The proposers signature affixed to and dated on the cover letter shall constitute a certification, under penalty of perjury under the laws of the State of California, that the proposer declares that the proposer is not currently, and will not during the performance of any services for WCCTAC participate in any other work involving a third party with interests currently in conflict or likely to be in conflict with WCCTAC's interests without WCCTAC's approval.

2. Amendments to RFP. WCCTAC reserves the right to amend or cancel this RFP by addendum before the final submittal due date. Revisions to the RFP shall be posted on the WCCTAC web page at least three full business days prior to the deadline for submittal of responses. It is the responsibility of each proposer to check the Web site for any revisions related to this RFP. The proposers shall each confirm in the transmittal letter of its response the receipt of all addenda issued to this RFP.

3. Non-commitment of WCCTAC. This RFP does not commit WCCTAC to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services. WCCTAC reserves the right to reject any or all proposals, including without limitation, the right to reject any or all non-conforming, non-responsive, unbalanced, conditional proposals, or any proposal that WCCTAC believes would not be in the best interest of WCCTAC to award. WCCTAC also reserves the right to waive any inconsequential deviation

not involving price, time or scope of work of the proposals. Any discrepancies between written words and figures or words and numerals will be resolved in favor of the figures or numerals.

4. Confidentiality. Before award of the contract, all responses to this RFP will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all responses) all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the responses confidential will be regarded as non-effective and will be disregarded.

5. Non-Discrimination and DBE Requirements Pursuant to 49 CFR §26.13, the "Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as WCCTAC deems appropriate."

WCCTAC implements the DBE policy in accordance with DOT regulations, and an 8% DBE participation goal has been established for this contract.

6. Communications regarding Proposals. All questions about the meaning or intent of the request for proposal are to be directed in writing by e-mail to the Executive Director of WCCTAC. Do not send communications to the WCCTAC Board Members. Interpretations or clarifications considered necessary by WCCTAC in response to any questions shall be issued in writing by Addenda to all proposers. Verbal representations and interpretations are non-binding and have no legal effect. *Ex parte* communications with WCCTAC Board Members shall be the basis for disqualification of a proposal from consideration.

<u>Attachments:</u>

A: Federal Forms
B: Sample WCCTAC Consulting Services Agreement

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ATTACHMENT A

Required Federal Forms

Forms to be Submitted with the Proposal

10-F: Certification of Consultant, Commissions & Fees

10-O1: Consultant Proposal DBE Commitment

15-H: Good Faith Efforts

12-G: Debarment and Suspension Certification

10-P: Nonlobbying Certification for Federal-Aid Contracts

10-Q: Disclosure of Lobbying Activities ***(Complete & submit if applicable)***

Forms to be Submitted for Contract Award

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

10-O2: Consultant Contract DBE Information

Form to be Submitted at Contract Completion

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

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

CERTIFICATION OF CONSULTANT

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

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with procuring or carrying out this agreement.

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

_____ _____
(Date) (Signature)

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

EXHIBIT 10-O1 Consultant Proposal DBE Commitment

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

Consultant to Complete this Section

1. Local Agency Name: _____

2. Project Location: _____

3. Project Description: _____

4. Consultant Name: _____

5. Contract DBE Goal %: _____

DBE Commitment Information

6. Description of Services to be Provided	**7.** DBE Firm Contact Information	**8.** DBE Cert. Number	**9.** DBE %

Local Agency to Complete this Section

10. Total % Claimed _____%

16. Local Agency Contract Number: _____

17. Federal-aid Project Number: _____

18. Proposed Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

_____

19. Local Agency Representative Name (Print)

_____ _____

20. Local Agency Representative Signature 21. Date

_____ _____

22. Local Agency Representative Title 23. (Area Code) Tel. No.

_____

11. Preparer's Signature

_____

12. Preparer's Name (Print)

_____

13. Preparer's Title

_____ _____

14. Date **15.** (Area Code) Tel. No.

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

The Consultant shall:

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

LOCAL AGENCY SECTION:

The Local Agency representative shall:

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

Exhibit 15-H DBE Information —Good Faith Efforts

DBE Information - Good Faith Efforts

Federal-aid Project No. _____ Proposal Due Date _____

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

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

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

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

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

Publications	Dates of Advertisement

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

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

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

Items of Work	*Bidder Normally Performs Item (Y/N)*	*Breakdown of Items*	*Amount ($)*	*Percentage Of Contract*

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

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

Name of Agency/Organization	Method/Date of Contact	Results

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

_____

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Exhibit 12-G Debarment and Suspension Certification (Prime)

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

_____ _____

(Date) (Signature)

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

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

_____ _____

(Date) (Signature)

Estimated contract value over $25,000

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

NONLOBBYING CERTIFICATION

FOR FEDERAL-AID CONTRACTS

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

(l) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

_____

Signature - Authorized Representative

Exhibit 10-Q Disclosure of Lobbying Activities[1]

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

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier_____, if known
Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:
CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ _____ ☐ Actual ☐ Planned

12. Type of Payment (check all that apply)
☐ a. retainer
☐ a. one-time fee
☐ a. commission
☐ a. contingent fee
☐ a. deferred
☐ a. other, specify: _____

13. Form of Payment (check all that apply)
☐ a. cash
☐ a. in-kind, specify: Nature: _____
Value: _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 04-28-06

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

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

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

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: _____

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

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

Contract Number: _____ Project Number: _____

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E contracts:

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

Certification of Direct Costs:

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

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.

3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

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

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

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

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

_____ $_____
_____ $_____
_____ $_____
_____ $_____
_____ $_____

* Consultant Certification Signature: _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Contact Information:

Email: _____

Phone number: _____

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

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

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

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

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

Consultant to Complete this Section

1. Local Agency Name: _____

2. Project Location: _____

3. Project Description: _____

4. Total Contract Award Amount: $_____

5. Consultant Name: _____

6. Contract DBE Goal %: _____

7. Total Dollar Amount for all Subcontractors: _____

8. Total Number of all Subcontractors: _____

Award DBE/DBE Information

9. Description of Services to be Provided	**10.** DBE / DBE Firm Contact Information	**11.** DBE Cert. Number	**12.** DBE Dollar Amount

13. Total Dollars Claimed	$_____
14. Total %Claimed	_____%

Local Agency to Complete this Section

20. Local Agency Contract Number: _____

21. Federal-aid Project Number: _____

22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

_____

23. Local Agency Representative Name (Print)

_____ _____

24. Local Agency Representative Signature **25.** Date

_____ _____

26. Local Agency Representative Title **27.** (Area Code) Tel. No.

_____

15. Preparer's Signature

_____

16. Preparer's Name (Print)

_____

17. Preparer's Title

_____ _____

18. Date **19.** (Area Code) Tel. No.

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

_____ _____ _____

28. DLAE Name (Print) **29.** DLAE Signature **30.** Date

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

INSTRUCTIONS – CONSULTANT CONTRACT AWARD DBE INFORMATION

CONSULTANT SECTION

The Consultant shall:

1. **Local Agency Name –** Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for <u>all</u> Subconsultants –** Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **<u>not</u>** include the prime consultant information in this count.
8. **Total number of <u>all</u> Subconsultants –** Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **<u>not</u>** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as Subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed –** Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed –** Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature –** The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print) –** Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

LOCAL AGENCY SECTION:

The Local Agency representative shall:

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

CALTRANS SECTION:

Caltrans District Local Assistance Engineer (DLAE) shall:

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NUMBER	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT
		$

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
				$	$	$	$	$	$		
			TOTAL	$	$	$	$	$	$		

ORIGINAL COMMITMENT

$ _____

UDBE

BA - Black American
APA - Asian-Pacific Islander
NA - Native American
W - Woman

List all First Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

COPY DISTRIBUTION - Caltrans contracts: **Original** - District Construction; **Copy** - Business Enterprise Program; **Copy** - Contractor; **Copy** - Resident Engineer

COPY DISTRIBUTION - Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditures); **Copy** - District Local Assistance Engineer; **Copy** - Local Agency file

ATTACHMENT B

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.

COVERAGE	TYPE OF INSURANCE	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence; Bodily Injury and Property Damage $2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage; Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against WCCTAC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim

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

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

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

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

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

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

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

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

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

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

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

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

4.3 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to WCCTAC. Acceptance of Consultant's insurance by WCCTAC shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Consultant. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to WCCTAC, and hold harmless WCCTAC and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC.

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

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

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such

duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any

subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** WCCTAC may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to WCCTAC and shall include in such notice the reasons for cancellation.

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of WCCTAC. Consultant hereby agrees to deliver those documents to WCCTAC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above,

prepared pursuant to this Agreement are prepared specifically for WCCTAC and are not necessarily suitable for any future or other use. WCCTAC and Consultant agree that, until final approval by WCCTAC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

agent, appointee, or official of WCCTAC. If Consultant was an employee, agent, appointee, or official of WCCTAC in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse WCCTAC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.10 Contract Administration. This Agreement shall be administered by WCCTAC Executive Director, or his designee, identified as _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

10.10 Notices. Any written notice to Consultant shall be sent to:

[INSERT CONSULTANT CONTACT INFORMATION HERE]

Any written notice to WCCTAC shall be sent to:

John Nemeth, Executive Director WCCTAC 6333 Potrero Avenue, Suite 100 El Cerrito, CA 94530	with a copy to	Benjamin T. Reyes II, General Counsel Meyers Nave 555 12th Street, Suite 1500 Oakland, CA 94607

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

_____

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

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

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

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

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

WCCTAC	CONSULTANT
_____	_____
JOHN NEMETH, EXECUTIVE DIRECTOR	[NAME / TITLE]

APPROVED AS TO FORM:

_____

BENJAMIN T. REYES II, General Counsel

EXHIBIT A

SCOPE OF SERVICES

.

EXHIBIT B

COMPENSATION SCHEDULE

EXHIBIT C

PROVISIONS REQUIRED FOR FEDERALLY-FUNDED CONTRACTS

1. COST PRINCIPLES

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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

2. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to

incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

3. CONTINGENT FEE

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

4. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

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

5. STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

5.1 Subconsultants

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.

B. Any subcontract in excess of $25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.

D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

5.2 Disadvantaged Business Enterprise (DBE) Participation

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

B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.

D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

5.3 Performance of DBE Consultant and other DBE Subconsultants/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in

order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

5.4 Prompt Payment of Funds Withheld to Subconsultants

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

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

5.5. DBE Records

A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants,” CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant’s authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

5.6. DBE Certification and Decertification Status

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

6. NON-DISCRIMINATION

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

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

7. SUBCONTRACTING

A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

8. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and

made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

9. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

10. EVALUATION OF CONSULTANT

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

11. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment

rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

12. CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

14. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in

connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

15. OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

West Contra Costa Safe Routes to School Program

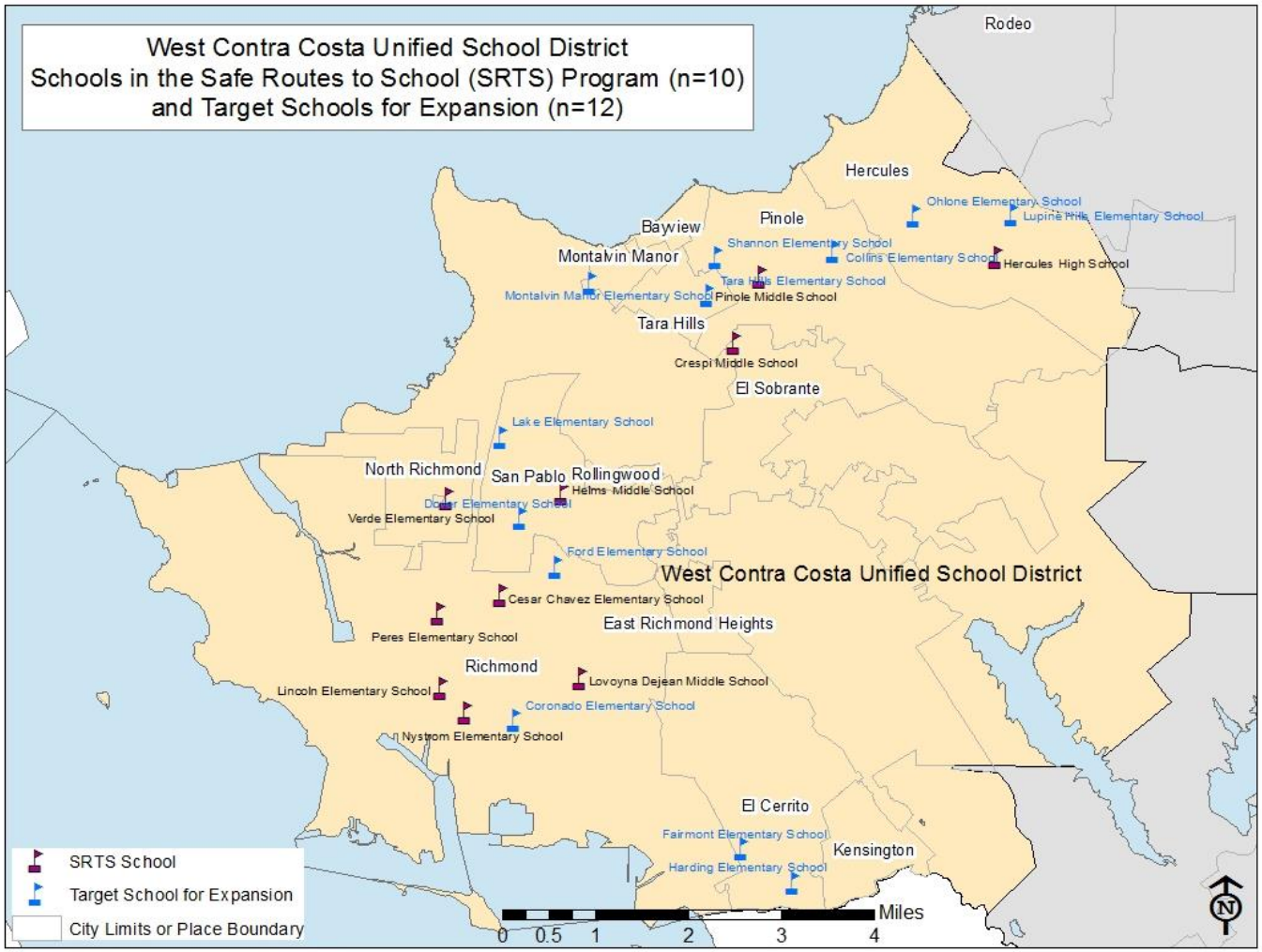
Coire Reilly
Manager, Injury Prevention

Shannon Ladner-Beasley
Senior Health Education Specialist

History

- Since 2009
- Caltrans Funded
- Historically large Richmond Elementary Focus
- New funding through 2019 – includes all West County cities and regular updates to WCCTAC TAC

Target Schools



Target Schools

Richmond:

- Peres Elementary School
- Nystrom Elementary School
- Lincoln Elementary School
- Chavez Elementary School
- Ford Elementary School
- Stege Elementary School

San Pablo:

- Lake Elementary School
- Downer Elementary School

Hercules

- Lupine Hills Elementary School
- Ohlone Elementary School

El Cerrito:

- Fairmont Elementary School
- Harding Elementary School

Pinole:

- Collins Elementary School
- Shannon Elementary School

Unincorporated:

- Montalvin Manor Elementary School
- Tara Hills Elementary School
- Verde Elementary School

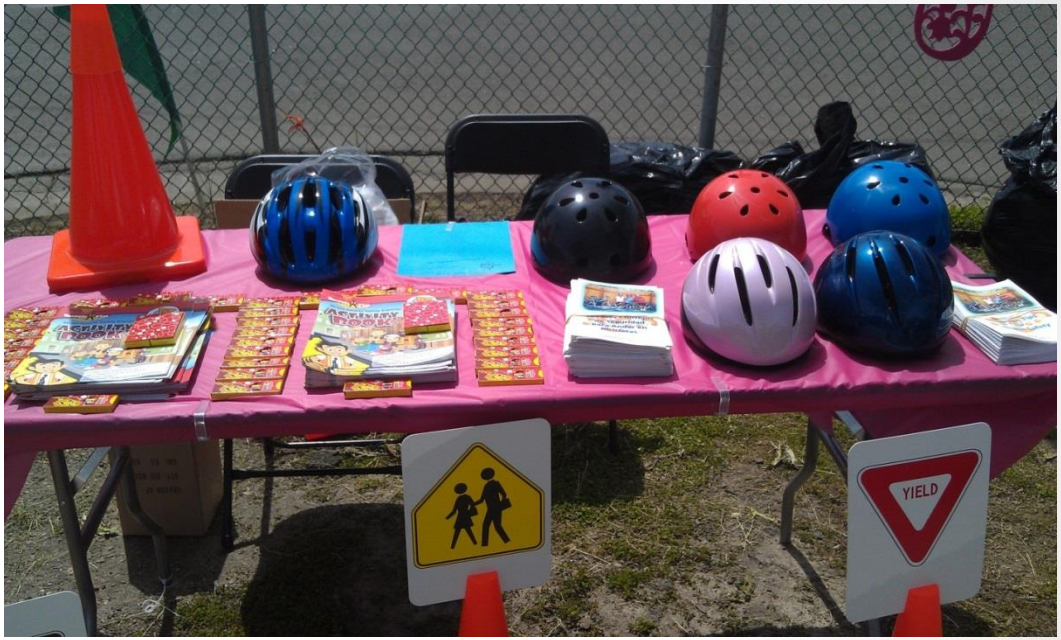
Leadership Classes

Walking School Busses

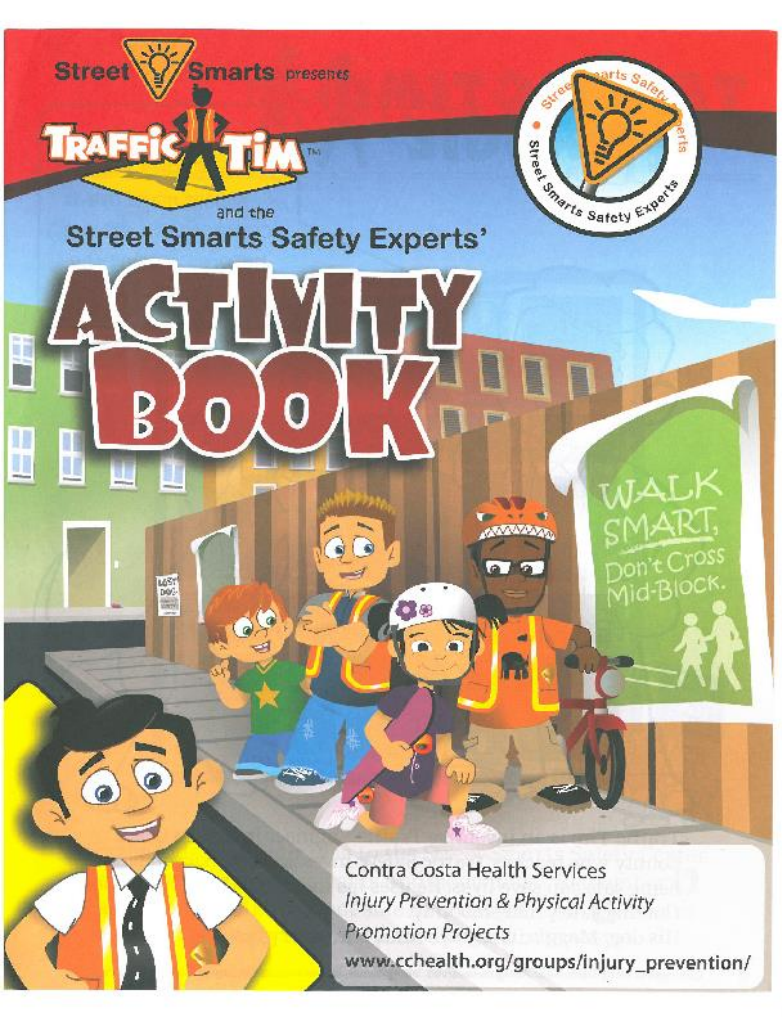
Traffic Safety Information Classes

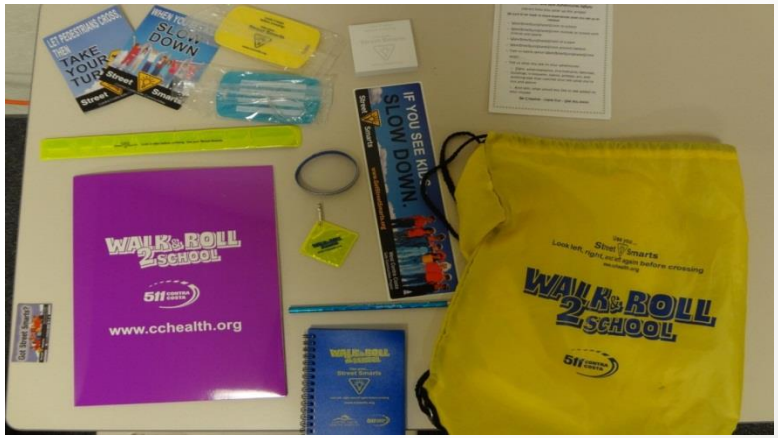
Community Physical Activity Events

Bicycle Helmet Giveaway



Street Smarts





Bicycle Safety Training

Thank You

Coire Reilly
(925) 313-6252
coire.reilly@hsd.cccounty.us

Shannon Ladner-Beasley
(925) 313-6813
shannon.ladner-beasley@hsd.cccounty.us

WCCTAC

West Contra Costa Transportation Advisory Committee

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa County

AC Transit

BART

WestCAT

September 30, 2014

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

RE: WCCTAC Board Meeting Summary

Dear Randy:

The WCCTAC Board at its July 25th meeting took the following actions that may be of interest to CCTA:

1. Amended an existing Service Agreement contract with the City of San Pablo to remove IT services. This change reflects the move from office space in San Pablo City Hall to new office space at 6333 Potrero Ave in El Cerrito.

2. Approved an agreement with EMC Research to conduct public opinion research in West County to supplement survey work conducted by the Authority earlier this year. The survey work will occur sometime after the elections in November.

3. Approved Measure J 28b funds to be distributed on a one-time-basis to six local WCCTAC jurisdictions based on a formula of the percentage of dues share for non-transit agencies; the Board also approved the set aside of $300,000 for a High Occupancy Transit Study, with the potential for an additional $100,000 to be determined later.

4. Agreed to two September public workshops in West County for the Countywide Transportation Plan (CTP) outreach process, as offered by CCTA staff. One workshop is proposed for Richmond and the other for Pinole or Hercules.

Sincerely,

John Nemeth

John Nemeth
Executive Director

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

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WCCTAC

West Contra Costa Transportation Advisory Committee

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

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

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