



**Request for Proposal (RFP) 17-1**

**for**

**Strategic Plan for the 511 Contra Costa Program**

**RESPONSES DUE:**  
**10/3/2017 by 3:00 p.m.**

Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

**Request for Proposal (RFP 17-1)**

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## **Section 1 – Introduction**

The Contra Costa Transportation Authority (Authority) is releasing this Request for Proposal (RFP) to interested consultant firms to prepare a Strategic Plan for the 511 Contra Costa Transportation Demand Management Program. In November 2004, Contra Costa voters approved Measure J, a 25-year extension of Measure C, the countywide ½ cent sales tax originally passed in 1988 (Measure C) to fund transportation improvements and growth management in Contra Costa. Both measures authorized the Authority to administer the tax, which will expire in 2034. The Authority is also the designated Congestion Management Agency (CMA) for Contra Costa. As the CMA, the Authority is involved in developing regional transportation and development policies and in setting priorities for federal and State funding.

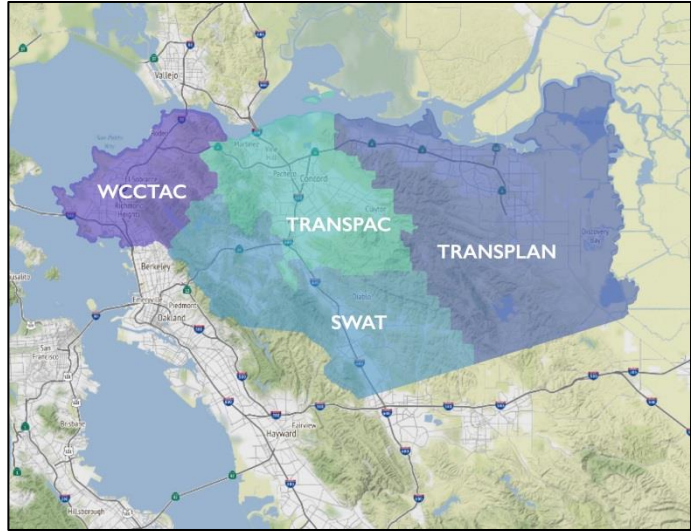
## **Section 2 – Background**

Since the 1980's, Contra Costa has been a leader in the development and implementation of Transportation Demand Management (TDM) programs. With the cities of Concord, San Ramon and Walnut Creek adopting local Trip Reduction Ordinances (TRO) in the early 1980's to reduce congestion brought on by major relocation of companies from San Francisco to the East Bay. Today the programs are known as "511 Contra Costa". The programs are implemented countywide and are primarily intended to reduce vehicle miles traveled (VMT) and greenhouse gas emissions (GHG) as part of the Contra Costa Growth Management Program, the Congestion Management Program and other legislative mandates (AB 32 and SB 375).

All 19 cities and the County are required to have a TDM ordinance or resolution which includes a commitment to promote alternatives to the single occupant vehicle to reduce VMT. With oversight from the Regional Transportation Planning Committees and the Contra Costa Transportation Authority, 511 Contra Costa has the responsibility to provide TDM programs on behalf of the twenty local jurisdictions.

Beginning with the Federal and California Clean Air Acts of 1990/1998; the 1990 Congestion Management legislation (Proposition 111); the Bay Area Air Quality Management District's (BAAQMD) Regulation 13, Rule 1 in 1992, and its rescission in 1995, TDM has flourished over the past two decades. VMT and GHG emission reduction statistics are exemplary in the 511 Contra Costa Programs.

The Contra Costa Transportation Authority (CCTA) is the oversight agency funding the 511 Contra Costa TDM programs. The TDM programs are first approved by the Regional Transportation Planning Committees (which include SWAT, TRANSPAC, TRANSPLAN, and WCCTAC). CCTA annually approves TDM funds from sources including: half-cent sales tax funds, BAAQMD's Transportation Fund for Clean Air (TFCA) and the Metropolitan Commission (TDM) and Air Quality (CMAQ) program funds.



With the passage of Measure C in 1988 and Measure J in 2004, the voters of Contra Costa County approved the county's half cent transportation sales tax and established a Growth Management Program (GMP). Through its countywide and sub-regional TDM programs, 511 Contra Costa provides essential support to Contra Costa jurisdictions in the following areas:

1. Compliance with the TDM ordinance requirements of the Measure J Growth Management Program Compliance Checklist;
2. Implementation of TDM measures in the sub-regional Action Plans;
3. Fulfillment of the TDM priorities of each of the Regional Transportation Planning Committee's (RTPC), including Countywide and local TDM ordinances;
4. Implementation of cost effective Bay Area Air Quality Management District (BAAQMD) TFCA programs to reduce Greenhouse Gas (GHG) emissions;
5. Support and implementation of the TDM elements of the Sustainable Community Strategies of SB 375; and
6. Support employers, with 50 or more employees, to comply with the Bay Area Commuter Benefit Program (SB 1339), by offering commute incentives through the 511 Contra Costa Programs.

Primary funding for the 511 Contra Costa TDM program is derived from Transportation Fund for Clean Air (TFCA) which is provided by the Bay Area Air Quality Management District (BAAQMD) Program Manager Funds and administered locally by the Contra Costa Transportation Authority (CCTA). In addition to these sources Measure J Commute Alternative funding is available to 511 Contra Costa to cover indirect costs

associated with programs funded with TFCA grant money, as well as local TDM projects, approved by the RTPCs.

### **Program Oversight**

The Authority retains program oversight for the Central and East County 511 Contra Costa Programs through contracting program delivery to its project management consultant, Stantec. The Authority contracts annually with two other entities to perform program delivery and oversight for the Southwest and West County 511 Contra Costa Programs. The two entities are:

- Southwest Area Transportation Committee (SWAT)/City of San Ramon in Southwest County
- West Contra Costa Transportation Advisory Committee (WCCTAC) in West County

These two entities, along with the Authority provide transportation demand management (TDM) services that cover the entire county. The Authority, SWAT, and WCCTAC are responsible for implementing the 511 Contra Costa TDM programs and coordinating efforts to share the workload of countywide programs. Each sub-region also undertakes programming that is unique to the challenges their constituents face.

### **Program Funding**

Funding for 511 Contra Costa comes from two main sources – the Bay Area Air Quality Management District Transportation Fund for Clean Air (TFCA), and Measure J Program 17 – Commute Alternative funds. This funding is allocated by a formula that gives equal weight to population and jobs within the four sub-regions of Contra Costa (Central, East, Southwest, and West).

The program funds are allocated annually and are based on revenue generated by the State's vehicle registration fees and by the local half-cent sales tax. The projected annual revenue is roughly \$2,000,000 annually for the entire program.

	WCCTAC	SWAT	CCTA / Stantec	
	West County	Southwest County	Central County	East County
Allocation percentage	22.7%	20.2%	32.4%	24.7%
TFCA	\$318,529	\$283,449	\$454,640	\$346,593
Measure J	\$158,900	\$141,400	\$226,800	\$172,900
<b>TOTAL</b>	<b>\$493,319</b>	<b>\$438,989</b>	<b>\$704,120</b>	<b>\$536,783</b>

The TFCA funds are used to provide the countywide commuter incentive programs (transit, vanpool, carpool, guaranteed ride home) and the employer outreach program funds.

<b>Countywide Programs</b>		
Implemented by WCCTAC	Implemented by SWAT	Implemented by CCTA/Stantec
Guaranteed Ride Home	Vanpool	Drive Less (Carpool, Vanpool, Transit, Bike, Walk)
<b>Sub-Regional Programs</b>		
Implemented by WCCTAC	Implemented by SWAT	Implemented by CCTA/Stantec
Try Transit	Lamorinda and TRAFFIX School Bus Program	Tri Delta Summer Youth Pass
Pass to Class Student Transit Ticket Program	Southwest Student Transit Ticket Program	SchoolPool Transit Ticket Program

<b>Sub-Regional Programs Continued</b>		
<b>Implemented by WCCTAC</b>	<b>Implemented by SWAT</b>	<b>Implemented by CCTA/Stantec</b>
BOGO SolTrans	High School Carpool to School Program	BOGO County Connection Tri Delta Transit FAST WestCAT
Bike Locker and Rack Program	Bike Locker and Rack Program	Bike Locker and Rack Program
Employer Outreach Program	Employer Outreach Program	Employer Outreach Program
College Transit	College Transit	Discover & Go
Electric Vehicle Charging Infrastructure	Electric Vehicle Charging Infrastructure	Electric Vehicle Charging Infrastructure
		Try Transit Promotion
		Summer Bike Challenge

### **Section 3 - Objectives**

The consultant’s objective will be to assist the Authority, SWAT and WCCTAC by developing a strategic plan for the 511 Contra Costa Program. The strategic plan will evaluate existing programs and services, the service delivery model, industry best practices, and emerging projects and programs from around the world. The consultant will consider emerging technologies and determine their applicability to Contra Costa County. Consultant will also consider and recommend ways in which 511 Contra Costa can engage these new technologies to better reach the residents and commuters of Contra Costa and reduce vehicle miles traveled. The plan will also consider recommendations regarding elimination of existing programs, addition of new programs, more efficient delivery of services and improved outreach techniques and marketing. The strategic plan will ensure the program continues to meet its goal to reduce greenhouse gas emissions and vehicle miles traveled by establishing a process

for performance monitoring using key performance indicators to ensure the programs continue to be cost effective.

Consultants responding to this RFP will be expected to be familiar with commute patterns and congestion issues on regional routes and highways throughout Contra Costa County. The plan will also make recommendations to address: employer based trip reduction strategies and outreach; community and stakeholder outreach (including specific effective outreach methods); both historical and emerging transportation demand management (TDM) programs and techniques; commute alternative programs; and emerging technology for TDM programs. Consultants should also be familiar with the diversity of the County and the mobility choice needs of each sub-region. Proposals should respond to the description of services described below in Section 4 and Attachment 1.

## **Section 4 – Description of Services**

- **Evaluate the Existing Projects and Programs for Meeting Program Objectives.** Using peer best practices, the consultant will identify transportation demand management projects and programs that have the greatest impact based on performance.
- The consultant will work with the Program Managers to evaluate the performance of the existing 511 Contra Costa projects and programs based on mutually agreed upon criteria. Current evaluation is based on BAAQMD's cost effectiveness requirements.
- **Develop a Community and Stakeholders Outreach Plan.** The current structure and implementation of programs has been in place for some time. The Consultant will engage local staff, the business community and stakeholders, to gather input and feedback on the current programs and whether or not to re-brand 511 Contra Costa.
- **Evaluate the current Organizational Structure for Managing the 511 Contra Costa TDM Program and Determine if Restructuring Would Be More Efficient and Effective.** 511 Contra Costa provides TDM services and support to



jurisdictions and residents who live and work in Contra Costa County. CCTA recently assumed program oversight and implementation of the Central and East County programs on behalf of TRANSPAC/TRANSPLAN In an effort to consider different program models; evaluating the current configuration for managing 511 Contra Costa would determine if restructuring improves program delivery and effectiveness. Additionally, the consultant will determine if re-branding is recommended for 511 Contra Costa (e.g. name and logo design).

- **Develop Recommendations for Technology and Future Innovation for the 511 Contra Costa Program.** The process by which the program markets itself will change significantly with implementation of new technologies and innovative opportunities.
- **Provide Recommendations for Most Effective Delivery Method of the TDM Strategy.** The current programs have been in operation for many years. In today's environment, there are emerging technologies and innovative transportation delivery options that could have a substantially positive effect on greater greenhouse gas reductions and vehicle miles traveled.
- **511 Contra Costa Strategic Plan Report.** Consultant shall prepare a draft report incorporating findings and comments from the previous technical memoranda developed within each task. The draft report shall be circulated to the Contra Costa Transportation Authority and the Regional Transportation Planning Committees for final comments. Any final comments shall be documented and incorporated into the final plan if appropriate more detailed scope of work is included in Attachment 1. Up to \$100,000 is available to complete the work described herein. Work shall be conducted on a task-order basis.

## **Section 5 – RFP Submittal Requirements**

**General Note:** Proposals submitted to the Authority in response to this RFP will remain confidential until after the consultant selection process is completed. Once a consultant has been selected, and a recommendation is forwarded to the Authority's Planning Committee, proposal contents may be subject to the Public Records Act.

The proposal should be organized consistent with the requirements provided below. Any other information should be placed in a separate section in an appendix to the proposal.

1. **Cover Letter:** A cover letter describing the firm/team's interest and commitment to perform strategic planning, public opinion polling, focus group, stakeholder interviews, familiarity with Contra Costa County and the county's travel hotspots, community meetings and workshops and communication plans. The person authorized by the firm to negotiate a contract with the Authority shall sign the cover letter. The proposal shall be for a firm 90-day period.
2. **Firm/Team Organization:** Provide an organizational chart and describe the role that each firm and team member will play.
3. **Firm/Team Qualifications:** State the qualifications and experience of the individual members of the consultant team. Please emphasize the specific qualifications and experience with direct application to the services being requested by the Authority. Unless beyond the consultant's control, we expect the key team members designated in the firm/team's proposal to remain with the project. Approval to replace key team members of the project team is subject to advance notification and consultation with Authority staff.
4. **Approach:** Summarize the firm/team's approach to the work to be performed, demonstrating an understanding of the services to be provided. Identify any issues that need to be resolved and proposed solutions.
5. **Detailed Work Program:** A detailed work program for the services described herein. Include a matrix of the key team members, their overall availability, the percentage of time that they would dedicate to the project, and the number of hours they would expend on each major task. (Note: Supplemental cost information shall be submitted under separate cover at the time of the interview.)
6. **References:** Provide at least three references each (names, current phone numbers, and e-mails) from recent similar work for the Project Manager and key

team members. Include a brief description of the projects associated with the references.

7. **Additional Information:** Provide additional relevant information, including general firm qualifications, which may be helpful in the selection process (not to exceed 5 pages).

## **BUDGET**

The total budget to complete the work outlined in this scope is not-to-exceed \$100,000.

## **SUPPLEMENTAL QUESTIONNAIRE TO BE SUBMITTED PRIOR TO THE INTERVIEW**

Firms/teams tentatively selected for an interview may be asked to submit responses to a supplemental questionnaire that will be distributed separately following the receipt of proposals.

## **SUPPLEMENTAL COST INFORMATION TO BE SUBMITTED AT THE INTERVIEW**

Firms/teams selected for an interview shall submit the following in a sealed envelope at the time of the interview:

1. Proposed changes to terms and conditions of the standard Authority agreement (see Attachment 2); and
2. Consultant to provide a cost proposal by task detailing anticipated hours, hourly rate and costs for prime and subconsultants (if any). Consultant will also provide a detailed breakdown of any other fees or expenses, such as travel, printing, etc. Also include a total project cost.

## **SUBMITTAL PROCEDURE**

Please provide one electronic copy of your proposal to the Authority office by the deadline shown in Section 6 below (Note: No paper copies required). The entire proposal shall be printable in 12-point or larger type, and shall not exceed 35 pages,

including the additional information referred to above. The proposals should be submitted electronically to:

tgrover@ccta.net  
(925) 256-4722  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597  
Attn: Tarienne Grover, Clerk of the Board

Proposers will receive an e-mail confirmation of receipt. Late proposals will not be accepted.

Please direct any questions you may have to:

Tarienne Grover  
Clerk of the Board  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597  
(925) 256-4722  
tgrover@ccta.net

## **Section 6 – Selection of Consultant**

The proposals will be evaluated and scored (maximum of 100 points) using the following criteria:

1. Qualifications and specific experience of key project team members (20 points)
2. Relevant experience in implementing similar projects (20 points)
3. Understanding of the purpose of the project and the approach to be followed in performing the work (20 points)

4. Understanding of project requirements, including opportunities and constraints that could influence the Authority's success in achieving its objectives (16 points)
5. Ability to communicate and create inclusive programs/projects that address and understand the different demographics of Contra Costa County (such as communities of concern) (10 points)
6. References of previous clients on relevant projects (7 points)
7. Local Preference (see below) (7 points)

In the evaluation process, emphasis will be placed upon each firm/team's overall qualifications and demonstrated experience to perform the services and work described in this RFP, understanding and quality of response to the tasks in Section 3 and Attachment 1, and ability to accomplish the objectives delineated in Section 2.

#### **LOCAL PREFERENCE**

CCTA encourages local firms to participate. A firm is considered "local" if it has maintained a local working office within Contra Costa County for at least six months prior to the date of this RFP. Work that is performed outside of Contra Costa County by a local firm does not qualify as local work. The work performed by consultants selected through this RFP process will be locally funded, and therefore, local preference points will be awarded for this evaluation. All prime consultants are required to report on local firm usage during the term of each contract.

Percent, if any, of the proposed consultant team that is considered a "Local Business". Under CCTA policies, a local preference will be used in the scoring of each proposal using the following basis:

- 0 points – if less than 24% of the dollar value of services to be rendered will be performed by a local firm;
- 3 points – if between 25% and 49% of the dollar value of services to be rendered will be performed by a local firm;

- 5 points – if between 50% and 69% of the dollar value of services to be rendered will be performed by a local firm; and
- 7 points – if 70% or more of the dollar value of services to be rendered will be performed by a local firm.

A review panel of TDM staff will develop a short list of recommended firms. Based on that initial review selected firms/teams will be invited to an interview. The Project Manager and key team members should attend the interview. The panel will rank the firms and recommend approval of the ranking to the Authority, as well as provide any additional direction it deems appropriate for the negotiations.

Once the top firm/team has been selected, staff will start contract negotiations with that firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract with the Authority staff. The Authority will ultimately approve the negotiated contract, although work may be initiated with a Notice to Proceed (NTP) prior to formal Authority approval.

All Proposers should be aware of the insurance requirements for contract award. The Certificate of Insurance must be provided by the successful Proposer prior to contract award. A contract may not be awarded if insurance requirements are not met.

The Authority reserves the right to:

- Disqualify any and all proposals that are not submitted in accordance with the required format described in this RFP
- Reject any and all proposals submitted
- Request additional information
- Issue Addenda to this RFP
- Award all or part of the work contemplated in this RFP
- Remedy errors in the RFP

- Cancel the entire RFP
- Issue a subsequent RFP
- Approve or reject the use of a particular subcontractor/supplier
- Negotiate with any, all, or none of the Proposers. If CCTA is unable to negotiate final contract Terms and Conditions that are acceptable to CCTA, CCTA reserves the right to award the contract to another Proposer
- Accept other than the lowest priced proposal
- Award a contract without interviews, discussions, or negotiations
- Award a contract to one or more Proposer

The Authority does not reimburse for the cost of proposal preparation, even in the event of RFP cancellation.

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP unless such concerns or objections are identified in the proposal. The successful Proposer will be required to sign the Authority's standard Professional Services Agreement, which is attached hereto and made a part of this RFP by this reference, in order to receive the contract award. Proposers must identify in their proposal any concerns or objections they would have with any of the Agreement's terms and conditions if selected for contract award. Proposers shall propose alternative language for consideration in their proposal. Any concerns with or objections to the RFP or Agreement that are not raised in the proposal are deemed waived. If the Authority is unable to negotiate Agreement terms and conditions that are acceptable to the Authority, the Authority reserves the right to award the contract to another Proposer.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by the Authority and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either the Authority and the successful

proposer have completed negotiations and entered into an Agreement or the Authority has rejected all proposals. All correspondence with the Authority including responses to this RFP will become the exclusive property of the Authority and will become public records under the California Public Records Act. Furthermore, the Authority will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Authority is not in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the Authority will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

## **Section 7 – Selection Process Dates**

August 25, 2017	Notification to firms to submit proposals, and publication of the RFP on the Authority website
September 8, 2017	Pre-bid Conference 10 am – 11 am Diablo Conference Room Contra Costa Transportation Authority 2999 Oak Rd., Suite 100 Walnut Creek, CA 94597

\*Call-in information can be provided by request. There is limited availability.



October 3, 2017	Proposals are due by e-mail or delivered by DVD/CD or USB drive at the offices of the Contra Costa Transportation Authority, 2999 Oak Road, Ste. 100, Walnut Creek, CA 94597. (Note: No paper copies required) by 3:00 p.m. local time. Late submittals will not be accepted
Week of October 16, 2017 ( <i>tentative</i> )	Interviews by Review Panel
Wednesday, November 1, 2017	The Authority Planning Committee approves the recommended firm/team
Week of November 6, 2017 ( <i>tentative</i> )	Staff begins negotiations with top-ranked firm.
November 15, 2017	Authority board approves selection of consultant and issues notice to proceed
December 20, 2017	Authority Board approves contract

The above scheduled dates are tentative and the Authority retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind the Authority to award a contract for the professional services described herein and the Authority retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

## ATTACHMENT 1

### Strategic Plan for the 511 Contra Costa Program

#### Scope of Work

##### General Note:

- 1) All deliverables shall be prepared in *preliminary draft form* for review by CCTA staff, then *draft form* for review by the appropriate standing committee, then *final form* for public release; and
- 2) The Authority reserves the right to modify this scope of work, based on its review of the proposals received and negotiations with the consultant selected to accomplish the effort.

##### ***Task 1 – Finalize Scope of Work and Budget based on Negotiation and Proposal of Selected Consultant***

***Task 2 – Review and Evaluate Existing 511 Contra Costa Programs.*** The strategic plan will evaluate existing services with respect to delivery of TDM related strategies in the sub-regional Action Plans and TFCA policies and requirements. Review and evaluate the delivery of the programs and projects with respect to sub-regional and countywide needs to determine the most cost effective approach.

***Task 3 – Review of Outreach and Marketing.*** Consultant will review existing outreach and marketing and make recommendations regarding its effectiveness for possible improvements including but not limited to the brand, outreach, performance indicators, stakeholder involvement, website, and social media. Consultant will make recommendations on the most cost effective methods for outreach and marketing.

***Task 4 – Document Emerging TDM Programs Globally and Industry Best Practices that could be Effective in Contra Costa.*** The consultant will document industry best practices, emerging projects and programs from around the world and their

applicability in Contra Costa and ways in which 511 Contra Costa could engage new technologies and leverage funds from private sector stakeholders.

*Task 5 – Recommendations for Ongoing Programs.* Based on Tasks 2 and 3, consultant will provide recommendations for programs and projects (both current and new) that should continue. For the recommended programs, the consultant will provide appropriate performance indicators and monitoring plans to ensure the programs are achieving the desired results. Consultant shall also recommend delivery models that will be the most cost effective. The consultant will also develop recommendations for how the costs of the countywide programs and services are to be shared countywide.

*Task 6 – Final Draft Report*

*Task 7 – Presentations to Sub-Regional Transportation Planning Committees and CCTA*

*Task 8 – Develop Final Report*

ATTACHMENT 2

**CONTRA COSTA TRANSPORTATION AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of December 20, 2017 by and between the Contra Costa Transportation Authority, a local transportation authority organized and operating under the laws of the State of California with its principal place of business at 2999 Oak Road, Suite 100, Walnut Creek, CA 94597 ("Authority"), and {INSERT CONSULTANT}, operating with its principal place of business at {INSERT CONSULTANT ADDRESS} (hereinafter referred to as "Consultant"). Authority and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. Authority is a local transportation authority and is in need of professional services for the following project:

Strategic Plan for the 511 Contra Costa Program (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Authority to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Authority with the services described in the Scope of Work attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the Authority shall pay for such services in accordance with the Schedule of Charges set Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of One Hundred Thousand Dollars (\$100,000) without the prior written approval of the Authority. This amount shall cover all travel, printing and related costs, and the Authority will not pay any additional fees for such expenses. Periodic payments shall be made within 30 days of receipt of an invoice

which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Authority, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Authority and executed by both Parties before performance of such services, or the Authority will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Authority.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Authority to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within 24 months. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Authority, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of Authority. No employee or agent of Consultant shall become an employee of Authority. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Authority as herein provided.

11. Insurance. Consultant shall not commence work for the Authority until it has provided evidence satisfactory to the Authority it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status.

(iv) Subject to written approval by the Authority, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Authority as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Authority and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.



(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Authority or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby

waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(iii) The Authority may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement

providing the exact same coverage. If requested by Consultant, Authority may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the Authority), indemnify and hold the Authority, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of Authority's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Authority for the cost of any settlement paid by the Authority, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Authority's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the Authority, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, officers, employees, agents and volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such

Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

16. Termination or Abandonment

a. Authority has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Authority shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Authority shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Authority and Consultant of the portion of such task completed but not paid prior to said termination. Authority shall not be liable for any costs other than the charges or portions thereof which are specified

herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Authority only in the event of substantial failure by Authority to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Authority.

18. Organization  
Consultant shall assign {INSERT PROJECT MANAGER} as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.

19. Limitation of Agreement.  
This Agreement is limited to and includes only the work included in the Project described above.

20. Notice  
Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

AUTHORITY:	CONSULTANT:
Contra Costa Transportation Authority	{INSERT CONSULTANT INFORMATION}
2999 Oak Road, Suite 100	
Walnut Creek, CA 94597	
Attn: Peter Engel	

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Authority and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which is not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Authority. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. Authority's Right to Employ Other Consultants

Authority reserves its right to employ other consultants, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Authority, during the term of his or her service with Authority, shall have any

direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY**

**AND {INSERT CONSULTANT}.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CONTRA COSTA TRANSPORTATION  
AUTHORITY

{INSERT CONSULTANT}

By: \_\_\_\_\_  
Tom Butt  
Board Chair

By: \_\_\_\_\_  
Its: President

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Authority Counsel



## EXHIBIT A

### Strategic Plan for the 511 Contra Costa Program

#### Scope of Work

##### General Note:

- 1) All deliverables shall be prepared in *preliminary draft form* for review by CCTA staff, then *draft form* for review by the appropriate standing committee, then *final form* for public release; and
- 2) The Authority reserves the right to modify this scope of work, based on its review of the proposals received and negotiations with the consultant selected to accomplish the effort.

##### ***Task 1 – Finalize Scope of Work and Budget based on Negotiation and Proposal of Selected Consultant***

***Task 2 – Review and Evaluate Existing 511 Contra Costa Programs.*** The strategic plan will evaluate existing services with respect to delivery of TDM related strategies in the sub-regional Action Plans and TFCA policies and requirements. Review and evaluate the delivery of the programs and projects with respect to sub-regional and countywide needs to determine the most cost effective approach.

***Task 3 – Review of Outreach and Marketing.*** Consultant will review existing outreach and marketing and make recommendations regarding its effectiveness for possible improvements including but not limited to the brand, outreach, performance indicators, stakeholder involvement, website, and social media. Consultant will make recommendations on the most cost effective methods for outreach and marketing.

***Task 4 – Document Emerging TDM Programs Globally and Industry Best Practices that could be Effective in Contra Costa.*** The consultant will document industry best practices, emerging projects and programs from around the world and their applicability in Contra Costa and ways in which 511 Contra Costa could engage new technologies and leverage funds from private sector stakeholders.

**Task 5 – Recommendations for Ongoing Programs.** Based on Tasks 2 and 3, consultant will provide recommendations for programs and projects (both current and new) that should continue. For the recommended programs, the consultant will provide appropriate performance indicators and monitoring plans to ensure the programs are achieving the desired results. Consultant shall also recommend delivery models that will be the most cost effective. The consultant will also develop recommendations for how the costs of the countywide programs and services are to be shared countywide.

**Task 6 – Final Draft Report**

**Task 7 – Presentations to Sub-Regional Transportation Planning Committees and CCTA**

**Task 8 – Develop Final Report**

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice Authority on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Authority regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Consultant to provide a cost proposal by task detailing anticipated hours, hourly rate and costs for prime and subconsultants (if any). Consultant will also provide a detailed breakdown of any other fees or expenses, such as travel, printing, etc. Also include a total project cost.