

TRANSPAC Transportation Partnership and Cooperation

Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and Contra Costa County
2300 Contra Costa Boulevard, Ste. 360 Pleasant Hill, CA 94523 (925) 969-0841 FAX (925) 969-9135

TRANSPAC TAC MEETING NOTICE AND AGENDA

THURSDAY, January 27, 2011

9:00 a.m. TO 11:30 a.m.

COMMUNITY ROOM

CITY OF PLEASANT HILL CITY HALL

100 GREGORY LANE

PLEASANT HILL

(925) 969-0841

1. Update on Contra Costa School-Based Programs presented by Corinne Dutra-Roberts, 511 Contra Costa staff

The presentation will focus on 511 Contra Costa school-based programs in Central and East County. The attached report also includes information on school based programs in the WCCTAC and SWAT areas.

Please note that 511 Contra Costa now has a middle school in each of the 5 cities of Central County on board with its comprehensive SchoolPool program which includes carpool ridematching, transit passes, bus etiquette, a bike/ped safety program and week-long bike/ped event to be held in the spring or fall of 2011 depending upon the school.

Attachment: Report on School-Based programs in Contra Costa

2. School Crossing Guards Discussion. At its December 10, 2010 meeting, TRANSPAC requested that the TAC continue to work on a draft contract for local jurisdiction optional use in seeking School Crossing Guard services. Please see the attached updated contract and bring any ideas for revisions.

Attachments: Updated draft contract

3. January 31, 2011 Briefing on the Sustainable Communities Strategy (SCS) process for TRANSPAC Jurisdictions

TAC Members: If possible, please bring any available information on the number of attendees expected from your jurisdiction.

On the advice of counsel, this meeting will be noticed as a TRANSPAC meeting rather than as a "special meeting" of each council. The purpose of the meeting is to provide a briefing to public officials in TRANSPAC jurisdictions on the SCS process. At some point, these jurisdictions will need to take some actions with respect to this issue. It is unknown at this time what those actions might be, so it is not possible to identify actions on an agenda now and no actions will be taken. At some future time, individual jurisdictions may need to agendaize this issue for consideration on their own agendas or a special joint meeting may need to be held pursuant to Government Code section 54954(b)(3) if all jurisdictions want to discuss some particular action.

Please note that there are exceptions to the definition of “meeting” in the Brown Act such that a majority may attend 1) a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public; or 2) an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency; or 3) an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency. (Govt. Code 54952.2) Since this is a meeting convened by TRANSPAC, City Councilmembers, County Supervisors and Planning Commissioners from Central County and other jurisdictions can attend as long as there is no discussion among themselves, other than as part of the scheduled meeting, of City/County business related to their own jurisdiction.

4. Additional Discussion of Measure J Paratransit Funding line 20a

TRANSPAC approved the TAC’s recommendation for allocation of FY 08-09 Measure J line 20a funds, “Additional Transportation for Seniors and People with Disabilities” to the City of Walnut Creek Senior Club Mini Bus program (\$9,144) and the City of Pleasant Hill Senior Van program (request for a not to exceed amount of \$56,000) for a total allocation of \$65,155. These allocations are currently expected to be considered for action at the February 2, 2011 CCTA Planning committee meeting and the February 16, 2011 CCTA full Board meeting.

Measure J funds are currently available as follows: \$5,275 remaining in FY 08-09; \$305,000 from FY 09-10 – a CCTA estimate based on anticipated sales tax revenues of \$61 million; \$311,000 for FY 10-11 a CCTA estimate for all programs for FY 10-11 based on \$62.2 million sales tax revenues. Total: \$621,275.

Are there any other Line 20a funding proposals that the TAC would like to consider at this time?

Action: As determined

5. Update on SR 4 Integrated Corridor Analysis [SR4 ICA] (formerly known as the SR 4 Corridor Management Plan) included in the WCCTAC, TRANSPAC and TRANSPLAN Action Plans. The TRANSPAC February 10 meeting agenda includes the appointment of at least two elected officials (and an alternate would be nice) from each RTPC to serve on the Policy Advisory Committee (PAC). This item was held over from December 9, 2010 TRANSPAC meeting. Two meetings are scheduled for the PAC (please see the attachments).

Attachments: SR 4 ICA Committee Structure description; Study “Milestones” and “Next Steps”.

Action: As determined

6. Any other items for discussion

SCHOOL-BASED PROGRAMS IN CONTRA COSTA COUNTY

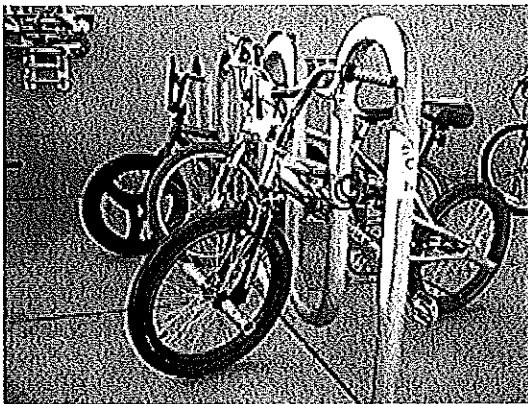
Since 1995, the Regional Transportation Planning Committees (RTPCs), by way of their respective Transportation Demand Management Programs (511 Contra Costa) have implemented school-based trip reduction programs throughout Contra Costa County. Many of these programs have been developed to address trip reduction goals set forth in the RTPC Action Plans, which are an important part of the overall Growth Management Program and Countywide Transportation Plan. The 511 Contra Costa-implemented programs, in addition to others described below, provide comprehensive school-based programs throughout Contra Costa.

Central and East County School Programs (TRANSPAC and TRANSPLAN areas)

All of the following Central/East programs are implemented by the TRANSPAC/TRANSPLAN 511 Contra Costa staff in cooperation with local schools and other agencies.

Bicycle/Skateboard Infrastructure Program

Various types of bicycle racks, fences and skateboard racks are offered to schools each year throughout Central and East County through this program. To date, ten schools have requested and received bike racks and skateboard racks. In addition, a wrought iron fence was installed at one middle school that was dealing with bicycle security issues. This added security dramatically increased bicycle use by students.



SchoolPool Transit Program

Free County Connection and Tri Delta bus passes are available to students in Central and East County at the beginning of each school

year. These passes are available to all elementary, middle and high school students, with the cooperation of school administrators in each school district, in order to encourage transit ridership and to reduce the number of cars transporting students to schools. Tickets are available on a one-time only basis for the school year. Over 18,000 passes have been distributed to students since 1998 when the program began. Bus etiquette information (provided by the transit agencies), as well as bus route maps and schedules for routes that serve each school are also provided to participants.

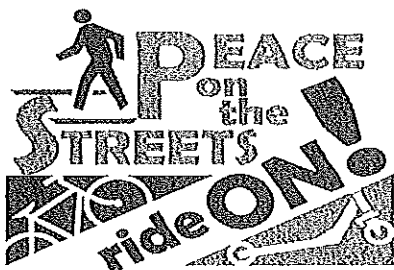


SchoolPool Carpool Ridematching Program

School-based carpool ridematching is available throughout Contra Costa County through the three 511 Contra Costa regional offices. This SchoolPool program provides school carpool ridematching for students in Central and East County in order to encourage and assist parents in forming carpools to transport their children to school. This program is available with the cooperation of school administrators at each school site and 511 Contra Costa staff is currently working with schools to post the carpool ridematching information on school websites for FY 2011/12.

Bicycle Safety Training

Bicycle Safety Training is currently offered to students at elementary and middle schools by way of either school assemblies, or through physical education classes. Bicycle/pedestrian safety materials are currently being developed by 511 Contra Costa staff in order to augment this hands-on training.



Peace on the Streets: Ride On! – A Week-long Bicycle/Pedestrian Safety Training Program

This safety training program is offered currently to several middle schools as a pilot program, with plans to expand the program to additional middle and elementary schools as funds become available. This week-long program includes participation and cooperation among the school districts, local school administrators, PTAs, student leadership, local police departments, local city staff and elected officials, John Muir Hospital staff, local businesses, East Bay Regional Park District, League of American Bicyclists, CCC Fire Protection District Emergency Services and others. The program includes: school site assessments; parent-faculty club safety education meetings; involvement of students in the development of safety videos and marketing materials; school-wide parent and student surveys; bicycle rodeos; a Challenge Day contest for those who bike, walk, carpool, or ride the bus that day; a bicycle/pedestrian safety assembly; and pre/post program participation counts to assess the success of the program. For those students who are not able to bike or walk to school on the Challenge day,

they will still be able to participate. If they are either carpooled to school, or if they take the bus that day, they will also be included in prize drawings so that no one feels left out of the event. The goal is to make the entire school community more aware of safety hazards, and to increase walking and bicycle ridership.

West County School Programs (WCCTAC area)

The following programs are implemented by the WCCTAC 511 Contra Costa staff and WCCTAC staff in cooperation with other agencies.

Student Transit Access

Free transit passes are provided during the summer months to students ages 8-17 to encourage the use of the local library system through a program implemented by WCCTAC's 511 Contra Costa staff.

SchoolPool

Site-specific trip reduction programs are developed for those schools which have been identified as locations where traffic calming, carpool ridematching, transit, bike and walking programs would be beneficial. SchoolPool carpool ridematching is also offered in West County through this program.

StreetSmarts/StreetWise Programs

WCCTAC implements the Contra Costa County "Street Smarts and Street Wise" programs in partnership with the Contra Costa Health Services Department in West County. In addition, WCCTAC coordinates with the John Swett and West Contra Costa Unified School Districts to provide transit passes to students who are eligible for the free and reduced lunch programs.

Southwest County School Programs (SWAT area)

The following programs are implemented by the SWAT 511 Contra Costa staff, City of San Ramon, Town of Danville and the Lamorinda School Bus Program staff in cooperation with other agencies.

Student Transit Ticket Program

The Student Transit Ticket Program is administered by San Ramon and SWAT 511 Contra Costa staff and provides two free 12-ride transit passes for County Connection to middle and high school students (elementary students may be included). Tickets are available on a one-time only basis for the school year.

Carpool to School Program

The SWAT 511 Contra Costa program offers carpool ridematching services for all schools in the San Ramon Valley and Lamorinda areas. There is also a high school carpool program which provides students with an added incentive to carpool to school. Each student who registers to Carpool to School and obtains a parking permit from the school receives a \$10 gas card. Participating students, along with their passengers, are then entered into a random drawing for a \$5.00 gift card.

TRAFFIX Program

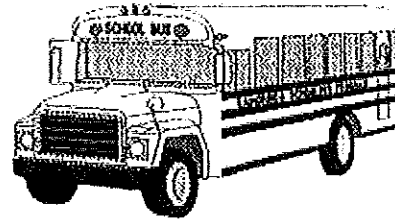
TRAFFIX is a unique partnership between the City of San Ramon, Town of Danville, San Ramon Valley Unified School District and Contra Costa County. The primary objective is to reduce traffic congestion in the most heavily congested corridors throughout the San Ramon Valley.

This program provides 16 buses, serving seven school sites and 1,300 students in the San Ramon Valley Unified School District, including Pine Valley and Los Cerros Middle Schools, and Country Club, Green Valley, Neil Armstrong,

Vista Grande and Walt Disney Elementary Schools.

Lamorinda School Bus Program

The Lamorinda School Bus Program (LSBP), is a consortium of three cities and four school districts in Lafayette, Moraga, and Orinda that provides school bus transportation. Twenty buses provide daily bus service to ten participating schools.



San Ramon Valley Street Smarts Program

San Ramon Valley Street Smarts is a collaborative, multi-agency effort between the City of San Ramon, Contra Costa County, San Ramon Valley Unified School District, the Town of Danville and community partners.

Street Smarts' mission is to change bicycle, pedestrian and driver behavior through education and encouragement programs. In 2009, the San Ramon Valley Street Smarts program received funding from a \$290,000 federal Safe Routes to School grant. The grant supports ongoing programs including the Annual Street Smarts Storybook Poster Contest (entering its seventh year) in which elementary school students draw traffic safety-themed illustrations that are incorporated into an eleven-page storybook; and the Annual Street Smarts "Be Reel!" Video Contest (entering its sixth year) where middle school students create 60-second public service announcement videos with pedestrian and bicycle safety themes.

Each year, the program also hosts over a dozen bicycle rodeos, delivers over fifteen 30-minute traffic safety assemblies using a robotic car and organizes the Walk/Bike Challenge program, where parents help their children log their trips walking and bicycling to school using an online tracking system. Additional projects under SRTS funding include development of a localized 15-Minute Traffic Safety Video and a poster campaign targeted at middle school students that feature high school athletes advocating for the use of bicycle helmets. Street Smarts also implements "It Happens," an interactive, web-based teen driving safety program and traffic safety messages to the general public.

Safe Routes to School Program

The San Ramon Safe Routes to School (SRTS) program is a collaborative effort between the San Ramon Transportation Division, the San Ramon Police Department, San Ramon Valley Unified School District and 11 elementary school sites. In place since 1994 and funded entirely by San Ramon, the program educates school site administrators, parents and children about bicycle safety, pedestrian awareness and traffic concerns. The program advocates walking and biking to school and each year San Ramon staff conducts observations to ensure all motorists, cyclists and pedestrians are obeying traffic laws. Observations focus on four key areas: 1) Site Conditions; 2) Driver Behavior; 3) Student Behavior; and 4) School Site Circulation. At the completion of annual observations, a final report is developed and presented to the City Council, School Site PTA's and the School District.

FOR DISCUSSION PURPOSES ONLY

Crossing Guard Services Contract - December 20, 2010

Note – hourly rate needs to be inserted or attached on signature page

XXXX means CITY/COUNTY OF standard Jurisdiction name/format

**NOTE THE BIDDER'S SECTION OF THIS DOCUMENT MAY BE
ELIMINATED AND THE REMINDER USED AS A CONTRACT AT EACH
JURISDICTION OPTION IN CONSULTATION WITH ITS COUNSEL**

CALIFORNIA

REQUEST FOR BIDS

CONTRACT TO PROVIDE CROSSING GUARD SERVICES

INSTRUCTIONS TO BIDDER

1. **General:** XXXX is seeking bids to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) for: **Crossing Guard Services**. All pricing is to be included in the bid. No charge shall be allowed for the preparation of a response to this solicitation document. The XXXX reserves the right to accept or reject proposals for each item separately and to waive any defects in the proposals submitted.

The XXXX reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalance or conditional Bids, re-bid, and to reject the Bid of any Bidder if believes that it would not be in the best interest of the XXXX to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by XXXX. XXXX also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the work, to the fullest extent permitted by law.

2. **Subcontractors:** Submittal shall include a list of all subcontractors that bidder contemplates using for approval by the XXXX. Once approved, the list shall not be changed without prior written permission by the XXXX.
3. **Examination of Requirements:** Before submitting a bid, each bidder shall be held responsible for having examined the bid document and be fully informed of the conditions, requirements, and requirements of the work or materials to be furnished. Failure to do so will be at the bidder's own risk and relief on a plea of error cannot be secured.
4. **Questions, Interpretations, or Corrections of Bid Document:** Bidder shall notify the XXXX insert correct information Purchasing AgentXXX promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. Questions may be directed to XXXX insert Jurisdiction staffer, title and Phone No.XXXX.

All clarifications, corrections, or changes to the solicitation document will be made by Addendum only. Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any agreement documents. **XXXXVerify correct info for your jurisdictionXXXX** Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the bidder's sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum. **Delete following if not applicable Note: Due to budget constraints May 7, 2010 is a furlough day and XXXX offices will be closed.**

USE IF APPLICABLE Please note that the XXXX does not use any bidding service. It is the potential bidder's responsibility to contact the XXXX insert correct information XXXX ~~Purchasing Office~~ if a solicitation document was obtained through a bidding service. If wholly electronically available, solicitation documents and any addenda are posted on the XXXX's insert website address information. Otherwise the document(s) posted will provide direction on how to obtain the solicitation document and/or addenda.

5. **Prices, Notations, and Mistakes:** All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the bid. Prices shall be stated in units and bids made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the bid will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. .
6. **Terms of the Offer:** XXXX's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the XXXX . *Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.*
7. **Agency Compliance/License:** All equipment and materials shall comply with all federal, state, and local safety rules and regulations, including OSHA. All transactions related to this solicitation and any award/order resulting from it shall be governed by the laws of the State of California. The Contractor shall possess any appropriate valid license for the services designated herein at the time the bids are opened.
8. **Award:** The contract shall be awarded in accordance with XXXX's municipal codes, policies, and directives; and in a timely manner. Upon written notification of award, the successful bidder must provide insurance certificates, business license, and three copies of the contract within ten (10) XXXX name of Jurisdiction working days. Failure to provide the required documents within the time allowed may result in withdrawal of award.
9. **XXXXUse if applicable or Customize to JurisdictionXXXX Local Vendor Preference:** In accordance with Policy and Procedure No. 142, an advantage shall be extended to XXXX businesses in the form of a 5% price preference in the evaluation of submittals for the procurement of supplies, services, and equipment. Any respondents claiming this preference must provide XXXX Jurisdiction business license information at the time of the submittal.

10. **Insurance:** Successful bidder must comply with the XXXX Jurisdiction Insurance Requirements included in this solicitation document. Contractor will be required to provide Certificates of Insurance with separate endorsements naming the XXXX, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.

Types of insurance required:

1. Workers' Compensation
2. General Public Liability and Property Damage
3. Automobile and Property Damage

All insurers **MUST** be listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn during the project, work will be **stopped** until such time as the contractor furnishes new insurance from a Certified insurer.

11. **Business License:** The successful bidder will be required to obtain a XXXX business license and keep it current during the period of performance on the contract resulting from this solicitation. Questions regarding business licenses may be addressed to XXXX **suggest use title instead of name** XXXX Mike Snow, Finance Department, 925-671-3306.

12. **Payment Terms:** Upon receipt of a correct invoice and adequate documentation, the XXXX will issue payment within thirty (30) days. See also, Specifications, Item 5.

13. **Bid Forms:** Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include **two (2) complete copies**. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package. **XXXX This section may/should be customized for each jurisdiction. XXXX**

Please note that upon the opening of the submittals, all documents submitted in response to this solicitation document will become the property of the XXXX, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. All propriety information, as defined by the California Public Records Act, must be enclosed in a separate folder or envelope and marked trade secret and submitted with the rest of the proposal. The XXXX will not recognize submittals where all the information in the proposal is submitted as propriety information or a trade secret.

14. **Modifications and Withdrawal:** Bids may not be modified after submittal. Bidders may withdraw bids at any time before the bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such bid, is file with the XXXX prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

15. **Submittal Deadline:** Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include **two (2) complete copies**. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package.

Bids must be submitted on the form and in the format provided. Submittals are opened publicly at the office of the XXXX Clerk, XXXXJurisdiction Address. Interested parties are invited to attend. A

tabulation of submittals will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. Request must be made to the XXXXInsert correct information Purchasing Office at 925-XXX-XXX (phone) or 925-XXX-XXXX (fax). Results will also be posted on the XXXX's website, insert website address for documents.XXXX

Bid submittals will be received until XXXXinsert date/timeXXXX as determined by www.time.gov. Late submittals will **not** be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late bids will **not** be accepted. It is the bidder's responsibility to see that their bids have sufficient time to be received by the XXXX or XXXX insert applicable information Clerk's OfficeXXXX before the submittal deadline. Bids are to be submitted in a sealed envelope to: XXXX Office of the XXXX, insert address XXXX Bidder assumes the burden of delivery. Submittals are to be submitted in a sealed envelope clearly marked:

**XXXXINSERT CORRECT INFORMATION "REQUEST FOR BID XXXX
ANNUAL CONTRACT TO PROVIDE CROSSING GUARD SERVICES**

DUE: XXXX DAY MONTH, DATE, YEAR, TIME A.M or PM "XXXX

GENERAL AND WORK CONDITIONS

The following conditions prevail:

1. **Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the XXXX, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the XXXX's inspection.
2. **Indemnification:** The Contractor shall indemnify, defend and hold harmless XXXX against and from any and all claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless XXXX against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
3. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the XXXX which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
4. **Contractor's Licensing Laws:** Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
5. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for XXXX Encroachment Permit and XXXX Building Permits.
6. **Hours of Work:** Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the XXXX insert correct amount **\$25** XXXX for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law. **Note: This is not a public work or prevailing wage contract.**
7. **Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, there is on file with the XXXX Clerk of the XXXX a copy of the prevailing rate of per diem wages to be paid by Contractor. **Note: This is not a prevailing wage contract.**
8. **Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the XXXX case when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.

9. **Default:** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the XXXX shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the XXXX shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the XXXX for all costs incurred by the XXXX in completing or procuring the completion of performance in excess of the contract price herein specified. The XXXX's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
10. **Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the XXXX from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
11. **Independent Contractor:** The Contractor is an independent contractor retained by the XXXX to perform the work described here. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the XXXX, are not and shall not be deemed to be employees of the XXXX. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The XXXX shall not, under any circumstances, be liable to Contractor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.
12. **Safety:** All equipment and materials shall comply with all Federal, State and local safety rules and regulation including OSHA.
13. **Assignment:** The XXXX is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of XXXX. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from XXXX.

XXXX INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Insurance - General

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the XXXX shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the warranty period specified in Section SP 2-03 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance as follows: A policy covering the full liability of the

contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of the State of California relating to Worker's Compensation and Insurance.

A policy of commercial liability insurance naming the XXXX, the XXXX Council/Board, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said XXXX and shall be delivered to the XXXX at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the XXXX. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said XXXX. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the XXXX may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the XXXX, its XXXX Council, officers, employees or agents (excluding agents who are design professionals).

B. Automobile and Liability Insurance

The Contractor shall furnish the XXXX a policy or certificate of liability insurance in which the XXXX, its officers, and agents, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the XXXX, its officers, and agents, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the XXXX.

The Contractor shall file with the XXXX a satisfactory "blanket coverage" policy of insurance. The policy shall insure the XXXX, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum limits:

Bodily Injury & Property Damage\$2,000,000 CSL

In those situations where the XXXX, its officers, and agents, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to XXXX shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide XXXX with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to XXXX a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

C. Worker's Compensation Insurance

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the XXXX Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The XXXX, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the XXXX shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

D. Qualifications of Insurer's

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

NOTE: 1. An additional insured endorsement bearing the designation CG D2 52 01 03 or endorsements containing language similar to that contained in said endorsement is not acceptable by the XXXX and will be rejected.

2. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the XXXX will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO)."

3. The Contractor's insurance is primary. Any XXXX insurance is to be considered excess.

SPECIFICATIONS/REQUIREMENTS

1. **Scope:** The successful vendor shall provide capable and reliable personnel to fill Crossing Guard requirements of the XXXX Police XXX(or other) XXX Department; provide a staff member to handle the Crossing Guard program for the XXXX.
2. **Locations:** The (insert jurisdiction) Crossing Guard locations and times for the 2010/2011 (OR OTHER YEAR) school year are as follows: **THIS SECTION SHOULD BE REVISED TO REFLECT JURISDICTION LOCATIONS AND HOURS**

<u>Locations</u>	<u>Hours (Maximum)</u>	<u>School</u>
Larkspur & Landana	3.0 Hrs.	Monte Gardens Elementary
Treat and San Simeon	3.0 Hrs.	Woodside Elementary
Oak Grove and Chalomar	3.0 Hrs.	Ygnacio Valley Elem.
Pine Hollow & Pennsylvania	3.0 Hrs.	Highlands Elementary
Olivera and Benton	3.0 Hrs.	Holbrook Elementary
Wren Avenue and Farm Bureau	3.0 Hrs.	Wren Avenue School
Oak Grove and Smith	3.0 Hrs.	St. Francis of Assisi
Greenbush & Thornwood	3.0 Hrs.	Mt. View Elementary
Detroit Avenue & Sunshine	3.0 Hrs.	Meadow Homes School
Pine Hollow and Mardon	3.0 Hrs.	Highlands Elementary
Babel at Joan Avenue	3.0 Hrs.	El Monte Elementary
Olivera Rd at Thunderbird	3.0 Hrs.	Glenbrook Intermediate

Note: The XXXX may change, add or eliminate locations served as requirements are evaluated. Bids are to be based on an hourly rate charge for providing Crossing Guard service. Crossing guards are needed one hour in the morning and one hour in the afternoon at most locations with start / end times based on school hours. Maximum hours listed in the specifications reference the maximum hours that can be billed at each location depending on need and hours actually expended. Except as otherwise required by Industrial Welfare Commission Order 4-2001 or other applicable law, Contractor will be paid for actual hours worked at each location. There is no allowance for "minimum hours" and any request for payment in excess of two hours per day at any location must be justified in writing to the XXXX , and approved in advance by the XXXX . The exact beginning times for each location are to be determined by the XXXX and the Mt. Diablo School District based on the schedules of the schools served.

The XXXX reserves the right to increase or decrease the amount of any class or portion of work or to omit any portion(s) of the work as may be deemed advisable at the contract price. Price negotiations on the contract are optional if the amount of the work is different from the above estimates by 25% or greater.

3. Contract Services:

Services contracted will be as follows:

3.0 **Contract Service.** Provide capable and reliable personnel to fill Crossing Guard requirements as indicated above.

3.1 **Management.** Provide staff member to handle the Crossing Guard program for the XXXX. Each Crossing Guard hired will be able to contact the assigned staff person in case he/she cannot report for his/her assignment.

The staff member will then ensure, when a Crossing Guard is unable to report to his/her assigned location, that a backup Crossing Guard can be reached to report to the designated location at the required times agreed to with the XXXX 's Police Department.

3.2 **Recruiting.** The bidder shall have a recruiting plan that will assure a fully qualified backup Crossing Guard to be available for each Crossing Guard position designated by the XXXX Police (or insert other) Department.

3.3 **Employee Screening.** All applicants for Crossing Guard positions will be pre-screened to determine qualifications and suitability for employment. Applicants who are deemed acceptable will be fingerprinted at the Police (or other process) Police Department for a criminal history check. The cost for fingerprinting applicants is \$41.00. The Police (or other process) Department will waive the \$41.00 fingerprint live-scan fee for applicants who are applying for Crossing Guard assignments within the City limits of XXXX. The criminal history check is conducted by the State of California. The cost is approximately \$60 per person. These costs will be paid by the vendor. Those applicants not deemed acceptable by the XXXX 's Police Department will not be assigned as Crossing Guards.

3.4 **Training.** Bidder agrees to fully train each Crossing Guard prior to their being assigned to any duties. The XXXX Police (or other) Department will approve the training standards. All training will include instructions on how to hold the Crossing Guard stop sign and where to stand during the time children are crossing the roadway. Crossing Guards will be instructed on the wearing of a safety vest, and the proper method required to report any and all violations of the hand-held stop sign used to control the movement of vehicular traffic on the roadway to the XXXX Police (or other) Department.

3.5 **Clothing and Equipment.** The XXXX 's Police Department will provide a safety vest and Crossing Guard stop sign to be used by each Crossing Guard. In addition, Rain Gear will be provided for use as needed. These items will be furnished to the contractor for the sole use of those personnel serving as Crossing Guards for . The equipment shall be returned to the XXXX Police (or other) Department at the termination of this contract.

4. **Term and Termination of Agreement.** This agreement shall commence on the first day of September, 2010 and shall expire at the end of the school year in June, 2011. The agreement provides for up to two (2) one-year extensions at the same unit prices, at the option of the XXXX.

- 4.1 Termination of Agreement.** Either party shall have the right at any time to terminate this agreement by giving the other party 60 days prior written notice of intention to terminate.
- 4.2 Excuses for Non-Performance.** See XXXX General and Work Conditions (attached).
- 5. Payment and Records:** The XXXX will pay for the hourly services under this agreement in accordance with the agreed Crossing Guard locations to be worked. The XXXX will be billed the agreed hourly rate per hour for each hour worked.
- 5.1 Payroll Time Management and Legal Requirements.** The bidder will meet all state and federal requirements regarding payroll taxes, minimum wage, workers' compensation, and fair employment practices. The bidder specifically represents that all services under this proposal shall be available to all qualified persons regardless of age, sex, race, religion, national origin, or ethnic background.
- 5.2 Bi-Weekly Payment of Employees.** At the completion of each work week, bidder agrees to be responsible for time card preparation and review in order that each worker will receive their payroll check bi-weekly. Bidder will handle all payroll responsibilities.
- 6. Hourly Rate:** Bid submitted to the XXXX shall stipulate hourly rate bidder agrees to charge the XXXX. All costs, including all applicable taxes, shall be included in the hourly rate bid.
- 7. Equal Opportunity Clause of Executive Order:** The successful bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 8. References:** As part of the submittal, a minimum of two references are required. Each reference must be current, having been a client over the last two years, and of similar scope. Each reference must include the name of the company or organization, the name of a contact person, the address, telephone number, and fax number. The XXXX reserves the right to contact these references as part of the evaluation.

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2010, between _____, (hereinafter referred to as "CONTRACTOR") and the XXXX, a municipal corporation, (hereinafter referred to as "XXXX").

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by XXXX, the Contractor agrees with the XXXX, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide in a good and substantial manner and to the satisfaction of the XXXX the following work: provide _____, in accordance with the XXXX Request for Bid (RFB No. _____) and the submittal dated _____, 2010 which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown in RFB No. _____ provided Contractor in connection with the work to be performed hereunder, which RFB No. _____ are hereby made a part of this contract.

2. The Contractor agrees to receive and accept _____ as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this agreement.

3. The XXXX hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this instrument and the bid or proposals of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

5. Time is of the essence to the terms of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract on the day and year first above written.

CONTRACTOR

XXXX, a municipal corporation

Signature

By: City Manager or Correct Title

Print or type name

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

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Guard DRAFT 12 27 2010.doc

XXXX ANNUAL CONTRACT TO PROVIDE CROSSING GUARD SERVICES
BID SUBMITTAL

INSERT JURISDICTION PROCEDURE AS NECESSARY

TO THE XXXX COUNCIL OF THE XXXX:

In compliance with the notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to complete CROSSING GUARD SERVICES, in accordance with the Specifications and XXXX General and Work Conditions therefore, and further agrees to enter into a Contract therefore, at the prices listed in the accompanying proposal. Prices are F.O.B. , California. All prices and fees, including all applicable sales taxes, are included.

1. **CROSSING GUARD SERVICES in accordance with the requirements of this solicitation document:**

Hourly Rate

Total

TOTAL HOURS: as appropriate to jurisdiction \$ _____ \$ _____

The total numbers of hours listed above is an estimate only for comparison of bids. The XXXX shall pay only for actual hours worked at the above unit price, as more fully described in "Specifications/Requirements", Item 2 (Page 8). (Verify page #s)

2. **Addenda Acknowledgement: The undersigned acknowledges the receipt of the following addenda (if any) to the bid document.**

Addendum No.

Date

Addendum No.

Date

3. **Firm Information: If the bidder is an individual, so state, if a firm or co-partnership, state the firm name and give the name of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and provide names of president, secretary, treasurer and manager thereof.**

Name of Bidder: _____

4. **Subcontractors:** In conformance with "Instructions to Bidders, Item 2.0, Subcontractors" of this solicitation document all persons submitting bids shall list the name and location of place of business of each subcontractors regardless of the character of the work. (Attach additional page(s), if necessary.)

Name

Address

Work to be Performed

- 1 _____
- 2 _____
- 3 _____

5. **References:** In accordance with "Specifications, Item 8. References" provide a minimum of two references.

6. **Local Vendor Preference:** Provide Business License number if claiming Local Vendor Preference as described in Policy and Procedure No. 142.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

JURISDICTION: _____ **STATE, ZIP CODE:** _____

PHONE NO: _____ **FAX NO.:** _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____

SR-4 Integrated Corridor Analysis (I-80 to SR-160) Committee Structure

Two committees have been proposed for the SR-4 Integrated Corridor Analysis. These committee structures are outlined below.

1. Corridor Technical Advisory Committee (C-TAC)

- **Committee Purpose:** To ensure full local participation in the preparation of the SR-4 Integrated Corridor Analysis.
- **Committee Composition:**
 - At least one transportation planner or engineer from each affected jurisdiction along the corridor:
 - Hercules
 - Martinez
 - Concord
 - Pittsburg
 - Antioch
 - Oakley
 - Brentwood
 - Representative from Contra Cost County
 - Staff member from the Contra Costa Transportation Authority (CCTA)
 - Staff member from Caltrans
 - Staff member from the Metropolitan Transportation Commission (MTC)
 - Representatives from the following Transit Agencies will be invited:
 - Bay Area Rapid Transit (BART)
 - Alameda-Contra Costa Transit (AC Transit)
 - Tri Delta Transit
 - County Connection
 - WestCAT

C-TAC Coordination Structure and Review

Coordination	Planned Date	Work Product	Planned Date	Review Cycles
Kick-off Meeting	11/10/2010	Kick-off meeting notes	11/18/2010	5 days
Draft Corridor Strategies Workshop	1/11/2011 2:00 P.M.	Technical memorandum	2/14/2011	5 days
Workshop to Review MTSOs and Potential Action Plan Amendments	4/5/2011 2:00 P.M.	Technical memorandum	5/13/2011	5 days
Workshop to Review Draft Plan	10/11/2011 2:00 P.M.	Draft Plan	1/3/2012	10 days

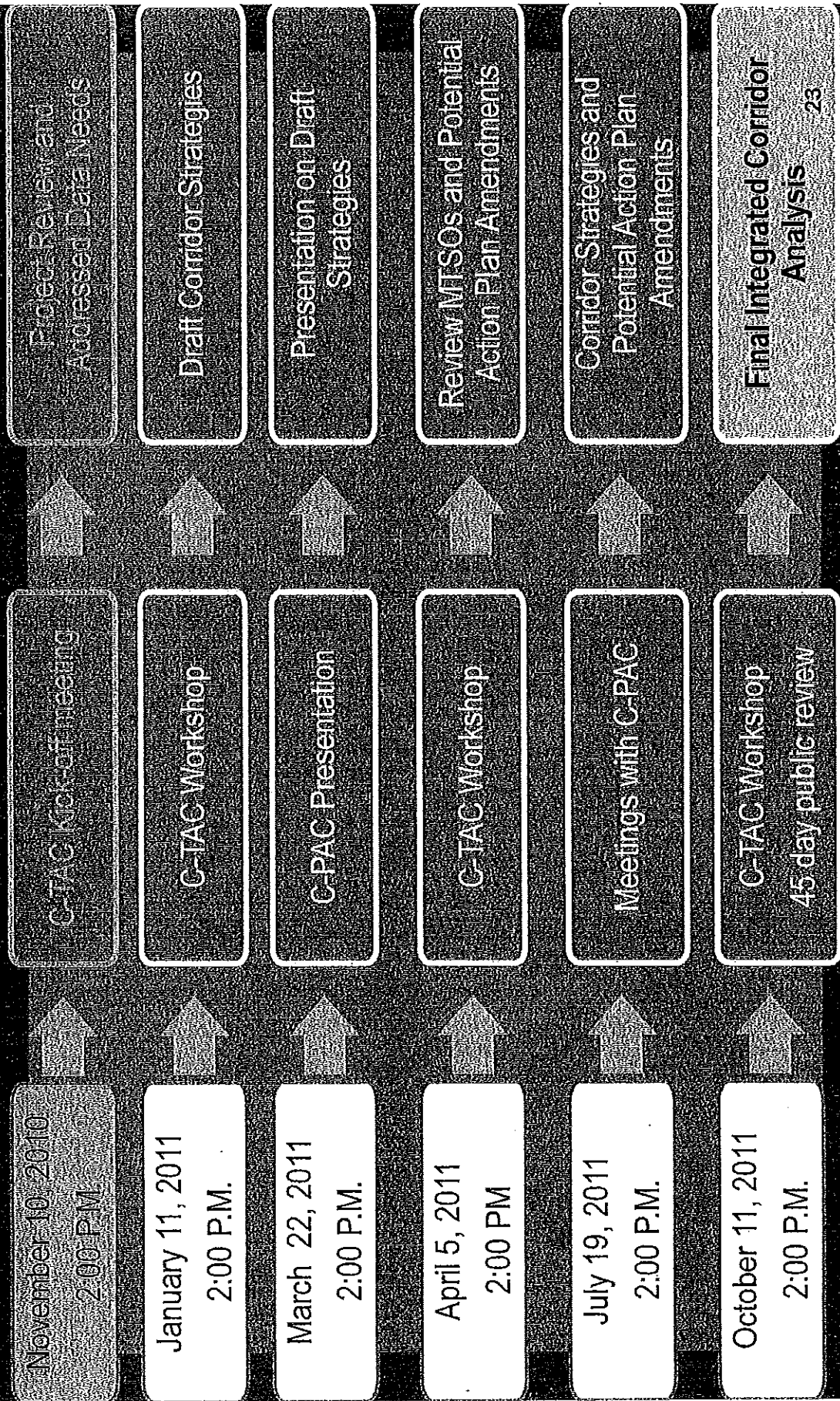
2. Corridor Policy Advisory Committee (C-PAC)

- **Committee Purpose:** To ensure full local participation of the three Regional Transportation Planning Committees (RTPCs) in the decisions made regarding the SR-4 Integrated Corridor Analysis.
- **Committee Composition:**
 - RTPCs will be asked to appoint at least two elected officials from each of the three RTPCs:
 - West Contra Costa Transportation Advisory Committee (WCCTAC)
 - Transportation Partnership and Cooperation Committee (TRANSPAC)
 - Transportation Planning Committee (TRANSPLAN)

C-PAC Coordination Structure and Review

Coordination	Planned Date	Work Product	Planned Date	Review Cycles
C-PAC Presentation on Draft Strategies	3/22/2011 2:00 P.M.	Meeting notes	3/28/2011	5 days
Presentation of Corridor Strategies and Potential Action Plan Amendments	7/19/2011 2:00 P.M.	Technical Memorandum	7/19/2011	5 days

Milestones



Next Steps

- C-PAC Meeting on March 22, 2011 at 2:00 P.M.
 - Agenda items:
 - Review of existing studies
 - Proposed strategies
- C-TAC meeting on April 5, 2011 at 2:00 P.M.
 - Agenda items:
 - Options for modifying existing MTSOs
 - Proposed MTSOs