## **TRANSPAC**

## Transportation Partnership and Cooperation Meeting Notice and Agenda

## THURSDAY, JUNE 14, 2018

9:00 A.M. to 11:00 A.M.

Pleasant Hill City Hall – Community Room 100 Gregory Lane, Pleasant Hill

TRANSPAC reserves the right to take formal action on any item included on this agenda, whether or not a form of resolution, motion, or other indication that action will be taken is included on the agenda or attachments thereto.

- 1. CONVENE MEETING / PLEDGE OF ALLEGIANCE / SELF-INTRODUCTIONS
- **PUBLIC COMMENT:** At this time, the public is welcome to address TRANSPAC on any item not on this agenda. Please complete a speaker card and hand it to a member of the staff. Please begin by stating your name and address and indicate whether you are speaking for yourself or an organization. Please keep your comments brief. In fairness to others, please avoid repeating comments.

#### **ACTION ITEMS**

- 3. CONSENT AGENDA

**ACTION RECOMMENDATION**: Approve minutes.

#### END CONSENT AGENDA

4. DRAFT TRANSPAC BUDGET AND WORKPLAN FOR 2018/2019. The TRANSPAC Joint Exercise of Powers Agreement (JPA) specifies that TRANSPAC shall adopt a budget that includes operational expenses and the proportional amount each agency will be required to pay. The TRANSPAC Board began reviewing the Draft FY 2018/2019 TRANSPAC Budget material at the April 12, 2018 meeting. The budget is proposed to include \$225,000 of revenue from membership dues and also identifies \$261,500 of funds carried over from FY 2017/2018. The membership contributions have not changed from the draft version of the budget discussed in April. This supports a \$486,500 budget, that includes the \$220,000 project reserve identified for the I-680/Monument Boulevard Bicycle and Pedestrian Improvement project approved by the TRANSPAC Board (November 2017). The TRANSPAC TAC is currently reviewing a draft scope of work detail for this project. The workplan has been amended (since April) to add the proposed joint meeting with TRANSPLAN to discuss the Concord Naval Weapons Station project.

Since the review of the draft budget and workplan material, staff has confirmed the fiscal administration costs provided by City of Pleasant Hill is accurate. Staff is also working to clarify any TRANSPAC financial liabilities and therefore has removed the statement in the April draft regarding that issue. Based on the discussion at the April Board meeting, staff is also proposing the extension of the Managing Director contract and the Secretary / Clerk of the Board contracts (consistent with the proposed budget) in the follow up items on this agenda. **Page 10** 

#### ACTION RECOMMENDATION: Approve the Budget and Workplan for FY 2018/2019.

#### Attachments:

- 2017/2018 TRANSPAC Budget
- Draft 2018/2019 TRANSPAC Budget
- Draft 2018/2019 TRANSPAC Workplan
- TRANSPAC 2017-2018 Budget Expenditure Status
- TRANSPAC MANAGING DIRECTOR CONTRACT AMENDMENT. The TRANSPAC Bylaws specify the Board shall appoint a Managing Director to administer the day-to-day activities of TRANSPAC and report to the Board. Gray Bowen Scott (GBS) was selected to perform the Managing Director duties in late 2016, through a procurement process. Consistent with the discussion of the Draft TRANSPAC Budget and Workplan for 2018/2019 in April 2018, it is proposed that TRANSPAC continue to utilize the services of GBS in FY 2018/2019. The scope of work of the time and materials contract is included in the attached material. The initial contract term was from November 2016 to June 2018 (20 months) with a value of \$238,259. The contract amendment would increase the value of the contract by \$135,000 to \$373,259 and extend the term by 12 months to June 2019. This amount is consistent with the Draft TRANSPAC budget for FY 2018/2019 material in the prior agenda item. The term of the contract would provide for the next evaluation process to occur in early 2019 concurrently with the annual budget process. Page 19

ACTION RECOMMENDATION: Approve a contract amendment with GBS to provide Managing Director services for TRANSPAC for the term of upcoming fiscal year July 1, 2018 to June 30, 2019 for a time and materials contract that is not to exceed an additional \$135,000 (and total amended contract value of \$373,259).

#### Attachments:

- TRANSPAC Managing Director Services Agreement
- TRANSPAC Contract Amendment No. 2
- 6. TRANSPAC SECRETARY / CLERK OF THE BOARD AGREEMENT AMENDMENT. The TRANSPAC Joint Exercise of Power Agreement (JPA) specifies that TRANSPAC shall designate a Secretary who shall prepare, distribute, and maintain minutes of the meeting of the TRANSPAC Board and committees. It is further specified that TRANSPAC can either designate someone or contract for such services. Anita L. Tucci-Smith (Anita L. Tucci-Smith, LLC) has been providing these services and assisting the Managing Director role for TRANSPAC. Anita L. Tucci-Smith, LLC continues to provide these services to TRANSPAC efficiently and effectively.

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Consistent with the discussion of the Draft TRANSPAC Budget and Workplan for 2018/2019 in April 2018, it is proposed that TRANSPAC continue to utilize the services of Anita L. Tucci-Smith, LLC in FY 2018/2019. The scope of work of the time and materials contract is included in the attached material. The initial contract term was from November 2016 to June 2018 (20 months) with a value of \$115,000. The contract amendment would increase the value of the contract by \$72,000 to \$187,000 and extend the term by 12 months to June 2019. This amount is consistent with the Draft TRANSPAC budget for FY 2018/2019 material in the prior agenda item. The term of the contract would be consistent with the term of the proposed Managing Director contract amendment and provide for the next evaluation process to occur in early 2019 concurrently with the annual budget process. Page 35

ACTION RECOMMENDATION: Authorize Managing Director to enter into a contract amendment with Anita L. Tucci-Smith, LLC to continue to provide Secretary/Clerk of the Board services for TRANSPAC for the term of upcoming fiscal year July 1, 2018 to June 30, 2019 for a time and materials contract not to exceed an additional \$72,000 (and total amended contract value of \$187,000).

#### Attachments:

- TRANSPAC Secretary/Clerk of the Board Letter Agreement
- TRANSPAC Contract Amendment No. 1

#### **INFORMATIONAL ITEMS**

- 7. BART STATION ACCESS DURING CONSTRUCTION OF THE WALNUT CREK TRANSIT VILLAGE PROJECT. The Walnut Creek BART station has ongoing construction activity for the Transit Village Project that impacts access. BART staff last provided an update at the December 2017 TRANSPAC Board meeting. BART staff will provide an update on the Walnut Creek Transit Village project. An update on the Concord Station project, also currently under construction, will be provided in July.
- **8. TRANSPAC CCTA REPRESENTATIVE REPORTS**. Reports on the June Planning Committee and Administration and Projects Committee.
- 9. CCTA EXECUTIVE DIRECTOR'S REPORT REGARDING AUTHORITY ACTIONS/DISCUSSION ITEMS & Page 43

Attachment: CCTA Executive Director Randell H. Iwasaki's Report dated May 16, 2018 for the May 16, 2018 Board Meeting.

- **10.** TAC ORAL REPORTS BY JURISDICTION: Reports from Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and Contra Costa County, if available. **Page 48** 
  - TRANSPAC Status Letter dated May 11, 2018
  - TRANSPLAN May 10, 2018 meeting cancelled
  - SWAT Meeting Summary dated May 10, 2018
  - WCCTAC Board Meeting Summary dated May 9, 2018

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- County Connection Fixed Route Monthly Report: <a href="https://countyconnection.com/wp-content/uploads/2018/05/7a-1.pdf">https://countyconnection.com/wp-content/uploads/2018/05/7a-1.pdf</a>
- County Connection Link Monthly Report: <a href="https://countyconnection.com/wp-content/uploads/2018/05/7b-1.pdf">https://countyconnection.com/wp-content/uploads/2018/05/7b-1.pdf</a>
- CCTA Project Status Report may be downloaded at: http://www.ccta.net/\_resources/detail/62/1
- The CCTA Board agenda for the June 20, 2018 meeting is not yet available.
- The CCTA Administration & Projects Committee (APC) meeting scheduled for June 7, 2018 may be downloaded at: (https://mailchi.mp/ccta/apc-meeting-june-7-2018?e=165eabfa65)
- The CCTA Planning Committee (PC) meeting for June 6, 2018 may be downloaded at: https://mailchi.mp/ccta/planning-committee-meeting-2108111?e=165eabfa65)
- The CCTA Calendar for May to August 2018, may be downloaded at: http://ccta.granicus.com/MetaViewer.php?view\_id=1&clip\_id=401&meta\_id=36698

#### 11. BOARDMEMBER COMMENTS

#### 12. MANAGING DIRECTOR'S REPORT

#### 13. ADJOURN / NEXT MEETING

The next meeting is scheduled for July 12, 2018 at 9:00 A.M. in the Community Room at Pleasant Hill City Hall unless otherwise determined.

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#### **TRANSPAC Meeting Summary Minutes**

MEETING DATE: May 10, 2018

MEMBERS PRESENT: Julie Pierce, Clayton (Chair/CCTA Representative); Sue Noack,

Pleasant Hill (Vice Chair); Kevin Wilk, Alternate for Loella Haskew, Walnut Creek (CCTA Representative); Karen Mitchoff, Contra Costa County; Carlyn Obringer, Concord;

and Mark Ross, Martinez

PLANNING COMMISSIONERS PRESENT: Peter Cloven, Clayton; John Mercurio, Concord; and Diana

Vavrek, Pleasant Hill

STAFF PRESENT: Ruby Horta, County Connection; Eric Hu, Pleasant Hill;

Abhishek Parikh, Concord; Robert Sarmiento, Contra Costa County; Andy Smith, Walnut Creek; Tim Tucker, Martinez;

and Matt Todd, TRANSPAC Managing Director

GUESTS/PRESENTERS: Brad Beck, Senior Transportation Planner, Contra Costa

Transportation Authority (CCTA); Ralph Dennis, Rossmoor;

and Jeff Matheson, Rossmoor

MINUTES PREPARED BY: Anita Tucci-Smith, TRANSPAC Clerk

#### 1. Convene Meeting/Pledge of Allegiance/Self Introductions

The meeting was convened at 9:00 A.M. by Chair Julie Pierce who led the Pledge of Allegiance; introductions followed.

#### 2. Public Comment

There were no comments from the public.

#### 3. Consent Agenda

- Minutes of the April 12, 2018 Meeting
- Acknowledgement of Additional Consulting Work Performed by Managing Director/
   GBS in the TRANSPAC Subregion

On motion by Director Noack, seconded by Director Obringer to adopt the Consent Calendar, as submitted. The motion was adopted by unanimous vote of the members present, unless otherwise noted.

#### **End of Consent Agenda**

4. Draft Measure J Line 20a Program of Projects (2018/2019 - 2019/2020). The Measure J Expenditure Plan includes program 15: Transportation for Seniors & People With Disabilities. The name generally self-describes the activities that the program funds. There is an additional program in Measure J, 20a: Additional Transportation Services for Seniors and People & Disabilities, which provides the TRANSPAC area an additional 0.5 percent (or about \$440,000 per year) for these types of services. TRANSPAC is responsible for recommendations on how the Line 20a funds are to be used. TRANSPAC approved a two-year program of projects in 2016 for the FY 2016/2017 and FY 2017/2018 period. Six sponsors have submitted a total of eight funding requests totaling about \$878,000 for the two-year period. The TRANSPAC Board released a Draft Program for comment on April 12, 2018, and requested the TRANSPAC TAC to review additional information. The TRANSPAC TAC reviewed additional information regarding the Golden Rain Foundation/Rossmoor (GRF) application for the On-Demand Micro Transit Pilot program. The TRANSPACT TAC reviewed the overall budget information for the GRF and the structure of how the organization collects revenue. There was discussion on the increase of the overall GRF budget, the line items in the budget, and it was noted that transportation had not been increased at the level of other line items. Aspects of this were discussed including how to review organizations that have multiple functions and the level of variances of support across functions/line item budgets. One proposal discussed included requiring that level of Line 20a funding awarded to GRF account for maintenance of effort for the GRF transportation budget line item (i.e. transportation funding should increase about 3.5 percent consistent with the overall budget increase since 2017). The GRF has provided additional information since the TRANSPAC TAC meeting regarding more definition for budget line items and examples of budget line item considerations (included in the agenda material). It was noted that this criteria had not been analyzed across all Line 20a applicants. The TRANSPAC TAC recommended a revision to the program, approving all the project applications. All the requests can be funded with the Line 20a funding projected to be received in the two-year period (i.e. no reserve funds are required). The TRANSPAC TAC also recommended that funding maintenance of effort be considered in the next Line 20a program project review process. The programming schedule calls for the approval of a final program in May 2018. With the approval of the program, staff will forward this information to the CCTA for final approval.

Mr. Todd highlighted the TRANSPAC Board's action last month releasing a draft program for public comment after spending some time to review the applications and the proposed use of funds. Eight requests for six applications had been submitted; of those eight, six were for operations and two for capital. All of the requests could be funded with the new funds projected over the next two years. Seven of the draft projects were recommended for funding and there was a request to get more information from the Golden Rain Foundation (GRF). Additional information including a budget had been provided by the GRF on how funds were collected, and for the On-Demand Micro Transit program, the proposal to purchase scheduling software and combine resources from a low-performing fixed-route line and two dial-a-ride services to provide the same amount of trips more efficiently using less resources. Much of the TAC discussion had focused on the funding given that the Rossmoor budget had an overall increase, although the transportation line item had not been increased at the same rate. It was recommended that all eight projects be funded but for TRANSPAC to consider the addition of a maintenance of effort category in the next round of applications.

On motion by Director Noack, seconded by Director Mitchoff to approve the Measure J Line 20a Program, as submitted, and forward the recommendation to the Contra Costa Transportation Authority Board of Directors for final approval. The motion was adopted by unanimous vote of the members present, unless otherwise noted.

Transportation Authority (CCTA) has released the draft 2018 Countywide Bicycle and Pedestrian Plan (CBPP) for public and agency review. The Draft 2018 CBPP reflects the many changes that have occurred since the last plan in 2009. Over those last nine years, new best practices for supporting walking and bicycling have been developed, local agencies have implemented new active transportation plans, and new funding sources for active transportation have been created. The CBPP outlines the Authority's proposed strategies, priorities and actions needed to support and encourage walking and bicycling in Contra Costa. The CCTA is requesting formal comments on the CBPP by May 25, 2018. CCTA staff will provide additional information on this item at the meeting.

Brad Beck presented the proposed 2018 Countywide Bicycle and Pedestrian Plan, an update from the 2009 Plan, and described the extensive public outreach that had included a website, an online survey, and an interactive map, where 358 comments had been collected. He highlighted the comments and recommendations for improvements, many of which had been focused on the I-680 corridor, particularly the need to get from one side of the corridor to the other. Other improvements were recommended to the system and to educate road users, bicyclists, and pedestrians, and to reduce traffic speeds when there were dangerous intersections and collisions, along with continual support for Safe Routes to School. He noted that the majority of collisions occurred on the major arterials. Meetings with the Regional Transportation Planning Committees (RTPCs) had included requests for corridor studies, best practices, supporting a way to incorporate bicycle and pedestrian improvements into the new California Environmental Quality Act (CEQA) requirements, supporting and identifying priorities, and figuring out ways to fund projects.

Mr. Beck identified the key updates in the plan; a better prioritization and defining pedestrian areas, best practices, updating the actions, Complete Streets corridor studies, the benefits of walking, and better defining pedestrian priority areas.

Mr. Beck referred to the concept of level of traffic stress which considered a number of factors having to do with vehicles and facilities along with the presence of bike lanes measured by most comfortable and less stressful to the most uncomfortable and most stressful for the bicycle and pedestrian trips. The focus in the plan was to get more facilities for bicycling. A Countywide Bikeway Network had been identified in all the countywide plans which showed that existing low stress bikeways were all trails. The Countywide Bikeway Network also showed the existing stressful facilities and identified the effort to reduce those areas of high stress. He described the ways being considered to create less stressful bikeways.

Mr. Beck reported that the bicycle projects requested in the CBPP had been estimated to cost \$1.4 billion, and funding sources such as RM3 and SB1 among others, were being sought to add to the \$172 million currently available, leaving a significant shortfall.

Mr. Beck identified the key actions involved in the CBPP, one of which anticipated the method of dealing with SB 743, which now required Vehicle Miles Traveled (VMT) as opposed to Level of Service (LOS) CEQA analysis, and noted that Complete Streets corridor studies would be a good way to get cooperation between jurisdictions. He added that several cities had their own Bike Plan, some of which had been funded by Measure J.

Mr. Beck responded to comments with respect to the bike/pedestrian improvements proposed for Treat Boulevard, a bike connection through the I-680/SR-4 intersection east to west, and others, and spoke to the issues involved to provide the connections. He also responded to questions related to bike share issues and the problems with abandoned bikes or bikes left in inappropriate areas, as well as the issue of e-bikes. The CCTA was expected to approve the CBPP in July.

Director Noack recommended some coordination with school districts to be able to effectively provide Safe Routes to School improvements, particularly since 50 to 75 percent of kids did not attend neighborhood schools and did not live close enough to ride their bikes to school.

Chair Pierce shared some comments she had received today as part of Bike to Work Day, one of which related to bike theft or the theft of bike parts, and questioned whether or not there should be video surveillance as part of the bike improvements being considered for the BART stations. Others noted efforts undertaken to thwart theft, such as removing bike seats before securing the bikes.

The resulting discussion noted that the bike cages were more secure than the bike lockers and that bike parking inside the bike repair shop was available to offer better security. There were also comments expressing the need for better wayfinding at BART stations, although Mr. Beck stated that there were sign design guidelines at the development in Pleasant Hill, and while signs were limited, he had identified two signs directing attention to the recently opened bike station at Pleasant Hill BART.

**Quarterly Financial Report.** This report contains a summary of the amount of funds held, receipts and expenses of TRANSPAC for FY 2017/18 for the period ended March 31, 2018. The TRANSPAC Bylaws called for the reporting of this financial information on a quarterly basis. A summary of expenses relative to budget line items had also been included for information purposes.

Mr. Todd referred to the Quarterly Financial Report and identified the status of the budget at the end of March 31, 2018.

**7. TRANSPAC CCTA Representative Reports.** Reports on the May Planning Committee and Administration and Projects Committee.

Chair Pierce reported that the Planning Committee had been cancelled, although the Administration and Projects Committee (APC) had met, gone over budget items, received a Legislative Update, approved an increase to the construction allotment for the San Pablo Dam Road/I-80 Interchange Reconstruction project subject to approval by WCCTAC, and postponed the employee review for Randy Iwasaki until next week.

#### 8. CCTA Executive Director's Report Regarding Authority Actions/Discussion Items

CCTA Executive Director Randell H. Iwasaki's Report dated March 21, 2018 had been included in the Board packets.

#### 9. TAC Oral Reports by Jurisdiction

Ruby Horta advised that County Connection was evaluating an extensive service restructure proposal, including a restructure of fares, and would be making presentations to each of the jurisdictions.

#### 10. Boardmember Comments

There were no comments.

#### 11. Managing Director's Report

There was no report.

#### 12. Adjournment

The meeting was adjourned at 9:52 A.M. The next meeting of the Board is scheduled for June 14, 2018 at 9:00 A.M. in the City of Pleasant Hill Community Room, unless otherwise determined.

TRANSPAC 2017-2	018 BUDGET				
	EXPENDITU	RES			
	201	6-2017	20	017-2018	
Managing Director	\$	127,112	\$	135,000	
Admin Support Contract - Secretary / Clerk of the Board	\$	68,000	\$	65,000	
(includes printing, postage & supplies)	•	33,333		33,333	
Legal Services - expenses would be incurred on a time and			\$	5,000	
material basis					
Web Site - Maintain / Enhance			\$	5,000	
Audit Services			\$	8,000	
City of Martinez - Pacheco Transit Hub / Park & Ride Lot Maintenance			\$	10,000	
Operating Expenses	\$	2,250			
Subtotal	\$	197,362	\$	228,000	
Pleasant Hill City/Fiscal Administration	\$	2,856	\$	3,000	
Subtotal	\$	2,856	\$	3,000	
Costs subtotal	\$	200,218	\$	231,000	
OOSIS SUBIOUII	<b>~</b>	200,210		201,000	
Contingency	\$	4,004	\$	22,733	
Project Reserve - This line represents estimated carryover					
balance, to fund a plan/study to support future project					
development, funded with carryover balance funds.				000 000	
			\$	220,000	
Total	\$	204,222	\$	473,733	
	REVENUE	s			
2016-2017 2017-201		017-2018			
2047/2040 Marshar Arangy Contribution	\$	204,222		229,956	
2017/2018 Member Agency Contributions	Φ	204,222	\$		
Carryover Balance			ф	243,777	
Total	•	204 222	•	472 722	
I Utai	\$	204,222	\$	473,733	

	TRANSPAC 2017-	2018 BUDGET	•					
	TRANSPAC MEMBER AGENCY CONTRIBUTION	ALLOCATION FO	RMULA METHODOLO	OGY				
PART A	Each jurisdiction contributes 50% of the TRANSPAC Member Agency Contribution budget amount.	s based on an equal (	1/6) share of the annual	\$	114,978			
PART B	The remaining 50% share of the TRANSPAC Member Agency Contributions is cal Measure J "return to source" funds received by each jurisdiction.	culated on the most re	cent percentage of	\$	114,978			
	PART A ALLOCATION F	FORMULA FOR 20	17-2018 MEMBER AG BUDGET	ENCY CON	ITRIBUTION	REVENUE		
	50% SHARE OF ANNU							
	MEMBER AGENCY		PER JURISDICTION					
JURISDI	CTION CONTRIBUTION BUDG	ONTRIBUTION BUDGET			EQUALS (R)			
	PER JUNISDICTION	1				(N)		
CLAYTO	N 1/6				\$	19,163		
					·	,		
					\$	,		
CONCOR	RD 1/6				·	19,163		
CONCOR	RD 1/6  EZ 1/6				\$	19,163 19,163		
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CONCOR MARTINE PLEASA	RD 1/6  EZ 1/6  NT HILL 1/6				\$	5 19,163 5 19,163 6 19,163		
CLAYTO CONCOF MARTINE PLEASA WALNUT	RD 1/6  EZ 1/6  NT HILL 1/6				\$	19,163 19,163 19,163 19,163		

	TRANSPA	AC 2017-2	2018 BUDGET							
	ALL	OCATION F	ORMULA FOR 20	17-20	18 MEMBER AGEI BUDGET	NCY CON	NTRIBUTIO	N RE	VENUE	
PART B	М	EASURE J RTS \$s	MEASURE J RTS %		\$ FROM RTS				Total for	Total Budget
JURISDICTION	Allocation		- R	PART B		PART A		Jurisdiction		
CLAYTON	\$	250,627	5.62%	\$	6,465	\$	19,163	\$	25,628	
CONCORD	\$	1,555,798	34.91%	\$	40,134	\$	19,163	\$	59,297	
MARTINEZ	\$	546,650	12.26%	\$	14,102	\$	19,163	\$	33,265	
PLEASANT HILL	\$	559,668	12.56%	\$	14,437	\$	19,163	\$	33,600	
WALNUT CREEK	\$	922,886	20.71%	\$	23,807	\$	19,163	\$	42,970	
CONTRA COSTA COUNTY ^	\$	621,534	13.94%	\$	16,033	\$	19,163	\$	35,196	
TOTAL  Approximated at 259/ of allocation (\$2,496,127)	\$	4,457,163		\$	114,978	\$	114,978	\$	229,956	\$ 229,956
^Estimated at 25% of allocation (\$2,486,137)  Based on FY 2016-17 Measure J RTS Program \$s										

	EXPENDITURES			
	EXPENDITURES			
	2017-2018	2018-2019		
Managing Director (time and material based expenses)	\$ 135,000	\$ 135,000		
Admin Support Contract - Secretary / Clerk of the Board (includes printing, postage & supplies) (time and material based expenses)	\$ 65,000	\$ 72,000		
Legal Services - expenses would be incurred on a time and material basis	\$ 5,000	\$ 5,000		
Web Site - Maintain / Enhance (time and material based expenses)	\$ 5,000	\$ 10,000		
Audit Services	\$ 8,000	\$ 15,000		
City of Martinez - Pacheco Transit Hub / Park & Ride Lot Maintenance	\$ 10,000	\$ 10,000		
Subtotal	\$ 228,000	\$ 247,000		
Pleasant Hill City/Fiscal Administration	\$ 3,000	\$ 3,000		
Subtotal	\$ 3,000	\$ 3,000		
Costs subtotal	\$ 231,000	\$ 250,000		
Contingency	\$ 22,733	\$ 16,500		
Project Reserve - This line represents a cumulative carryover balance, to fund a plan/study to for project development. The Board approved I-680 / Monument Blvd. Bicycle and Pedestrian Improvement Project (Nov. 2017).	\$ 220,000	\$ 220,000		
Total	\$ 473,733	\$ 486,500		
	REVENUES			
	2017-2018	2018-2019		
2017/2018 Member Agency Contributions	\$ 229,956	\$ 225,000		
Carryover Balance	\$ 243,777	\$ 261,500		
Total	\$ 473,733	\$ 486,500		
NOTES:				
-TRANSPAC does not have any direct employees, with staff positions provided through contract				

	DRAFT T	RANSPAC 20	18-2019 BUD	GET				
	TRANSPAC MEMBER AGENCY	CONTRIBUTION	ALLOCATION FO	RMULA METHODO	LOGY			
PART A	Each jurisdiction contributes 50% of the TRANSPAC Membannual budget amount.	eer Agency Contributio	 ns based on an equal	(1/6) share of the	\$	112,500		
PART B	The remaining 50% share of the TRANSPAC Member Ager Measure J "return to source" funds received by each jurisdi		  lculated on the most r	recent percentage of	\$	112,500		
	PART A	ALLOCATION	N FORMULA FOR	MEMBER AGENCY	CONTRIB	UTION REV	ENUE B	UDGET
	51	0% SHARE OF ANNU	ΔΙ					
	<u> </u>	MEMBER AGENCY					PER JU	RISDICTION
JURISDI	CTION C	ONTRIBUTION BUDG	SET					QUALS
		PER JURISDICTION						(R)
CLAYTO	N	1/6					\$	18,750
		1/0					•	10.750
CONCOR	RD T	1/6					\$	18,750
MARTINE		1/6					\$	18,750
INIAL I IINE	<u></u>	1/0					φ	10,730
PLEASA	NT HILL	1/6					\$	18,750
							,	
WALNUT	CREEK	1/6					\$	18,750
· ·								
CONTRA	COSTA COUNTY	1/6	_				\$	18,750
TOTAL							\$	112,500

DF	RAFT TRAN	<b>SPAC 201</b>	8-2019 BU	DGET					
	A	LLOCATION	FORMULA FO	R MEMB	ER AGENCY CO	NTRIBU	TION REV	ENU	E BUDGET
PART B	MI	EASURE J	MEASURE J RTS %	FD	\$ OM DTS				Total for
JURISDICTION		RTS \$s Allocation		FROM RTS PART B		PART A			Jurisdiction
CLAYTON	\$	250,599	5.63%	\$	6,334	\$	18,750	\$	25,084
CONCORD	\$	1,541,746	34.64%	\$	38,968	\$	18,750	\$	57,718
MARTINEZ	\$	548,467	12.32%	\$	13,863	\$	18,750	\$	32,613
PLEASANT HILL	\$	561,660	12.62%	\$	14,196	\$	18,750	\$	32,946
WALNUT CREEK	\$	925,231	20.79%	\$	23,386	\$	18,750	\$	42,136
CONTRA COSTA COUNTY ^	\$	623,251	14.00%	\$	15,753	\$	18,750	\$	34,503
TOTAL	\$	4,450,954		\$	112,500	\$	112,500	\$	225,000
Estimated at 25% of allocation (\$2,493,002)									

#### **TRANSPAC**

## **DRAFT 2018 / 2019 WORK PLAN**

#### July, 2018

- Define and initiate an audit process
- Define and initiate a web site update process

#### August

No Meeting

#### September

- Receive Quarterly and Year End Financial Report
- Coordinate with TRANSPLAN for a joint meeting (Concord Naval Weapons Station Project)

#### October

 Initiate Study for the I-680 / Monument Blvd. Bicycle and Pedestrian Improvement Project (with identified budget carryover funds)

#### November

- Receive Quarterly Financial Report
- Approve 2019 Calendar Meeting Schedule

#### December

- Appointment of CCTA Representative
- Action Plan Update

## January, 2019

No Meeting

### February

- Election of Chair / Vice Chair
- Receive Quarterly Financial Report

#### March

- Appointment of CCTA TCC Representatives
- Conflict of Interest Form 700 Due

#### April

- Review Draft 2019/2020 Budget
- Review TRANSPAC Contracts

#### May

Receive Quarterly Financial Report

#### June

Approve 2019 / 2020 Budget

#### Other Potential Items

- Programming/Funding
  - Measure J Line 10 (BART Parking, Access, and Other Improvements)
  - o Measure J Line 19a (Additional Bus Service Enhancements)
  - o Measure J Line 20a (Additional Senior and Disabled Transportation)
  - o Regional Measure 3
  - o CCTA TEP
  - Identify Other Funding Opportunities
- Projects
  - o Concord Naval Weapon Station Project
  - o I-680 / SR 4 Interchange Improvements
    - Phase 3 SR 4 Widening Project
  - I-680 Express Lanes
  - o Quarterly (or semi annually) Project Presentations
- TRANSPAC Governance
  - o Review of Bylaws
  - Administrative Procedures
    - Procurement of Services
    - Invoice Approval

TRANSPA	C 2017-2018	BUDGET	Γ			
EXPE	NDITURES ST	TATUS				
	2		1	nvoices Through 5/31/18	%	NOTES
Managing Director	\$	135,000	\$	103,567	77%	-Includes April 2018
Admin Support Contract - Secretary / Clerk of the Board (includes printing, postage & supplies)	\$	65,000	\$	56,469	87%	-Includes April 2018
Legal Services - expenses would be incurred on a time and material basis	\$	5,000	\$	-	0%	
Web Site - Maintain / Enhance	\$	5,000	\$	1,651	33%	-Actual includes Feb. 2018
Audit Services	\$	8,000	\$	-	0%	
City of Martinez - Pacheco Transit Hub / Park & Ride Lot Maintenance	\$	10,000	\$	-	0%	
Subtotal	\$	228,000	\$	161,687	71%	
Pleasant Hill City/Fiscal Administration	\$	3,000	\$	2,856	95%	
Subtotal	\$	3,000	\$	2,856	95%	
Costs subtotal	\$	231,000	\$	164,543	71%	
Contingency	\$	22,733	\$	-	0%	
Project Reserve - This line represents estimated carryover balance, to fund a plan/study to support future project development, funded with carryover balance funds.	\$	220,000	\$	-	0%	
Total	\$	473,733	\$	164,543	35%	
	REVENU	ES				
	20	017-2018				
2017/2018 Member Agency Contributions	\$	229,956	\$	229,956	100%	
Carryover Balance	\$	243,777	\$	243,777	100%	
Interest		-,	\$	2,692		-About \$2,800 collected in 2016/17 -Reflects 1st and 2nd Quarter actu interest received
Total	\$	473,733	\$	476,425		

Page 1 of 1

## TRANSPAC PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of December 8, 2016 by and between the Central Contra Costa Transportation/Land Use Partnership ("TRANSPAC"), a joint powers authority organized and operating under the laws of the State of California, and William R. Gray and Company, doing business as Gray-Bowen-Scott, a California corporation with its principal place of business at 1676 North California Boulevard, Suite 400, Walnut Creek, CA 94596 (hereinafter referred to as "Consultant"). TRANSPAC and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### **RECITALS**

A. TRANSPAC is a public agency of the State of California and is in need of professional services for the following project:

Agency Management & Administration (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 TRANSPAC to retain Consultant to provide the services described herein.

#### **AGREEMENT**

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

#### 1. Services.

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

#### 2. Compensation.

- a. Subject to paragraph 2(b) below, TRANSPAC shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$125,000. This amount is to cover all printing and related costs, and TRANSPAC will <u>not</u> pay any additional fees for printing 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.

#### Additional Work.

If changes in the work seem merited by Consultant or TRANSPAC, 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 TRANSPAC by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement

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shall be prepared by TRANSPAC and executed by both Parties before performance of such services, or TRANSPAC 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. <u>Maintenance of Records</u>.

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 TRANSPAC.

#### 5. <u>Time of Performance; Term.</u>

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from TRANSPAC to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work. The term of this Agreement shall begin on November 21, 2016 and end June 30, 2018 (the "Initial Term"), unless terminated earlier as provided in the termination provisions herein. After the Initial Term, this Agreement shall automatically extend for additional one-year periods (each a "Renewal Term") subject to the terminations provisions herein.

#### 6. Delays in Performance.

- a. Neither TRANSPAC 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 TRANSPAC, 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 TRANSPAC, 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 TRANSPAC. No employee or agent of Consultant shall become an employee of TRANSPAC. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from TRANSPAC as herein provided.

11. <u>Insurance</u>. Consultant shall not commence work for TRANSPAC until it has provided evidence satisfactory to TRANSPAC 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. <u>Commercial General Liability</u>

- (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 TRANSPAC.
- (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 TRANSPAC, its officials, officers, employees, agents and TRANSPAC designated volunteers additional insured status using ISO endorsement form CG 20 10 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 TRANSPAC, and provided that such deductibles shall not apply to TRANSPAC 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 TRANSPAC.
- (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 TRANSPAC, its officials, officers, employees, agents and TRANSPAC designated volunteers additional insured status.
- (iv) Subject to written approval by TRANSPAC, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to TRANSPAC 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 TRANSPAC 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:

#### Combined Single Limit

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 TRANSPAC 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 TRANSPAC 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 TRANSPAC 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 TRANSPAC 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 TRANSPAC, 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 TRANSPAC, 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 TRANSPAC and shall not preclude TRANSPAC from taking such other actions available to TRANSPAC 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 TRANSPAC, 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 TRANSPAC, 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, TRANSPAC has the right but not the duty to obtain the insurance it deems necessary and any premium paid by TRANSPAC will be promptly reimbursed by Consultant or TRANSPAC will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, TRANSPAC may cancel this Agreement.

- (iii) TRANSPAC may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither TRANSPAC 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. <u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to TRANSPAC 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 TRANSPAC as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, TRANSPAC may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

#### 12. Indemnification.

- To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by TRANSPAC), indemnify and hold TRANSPAC, 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 TRANSPAC, its officials, officers, employees, agents or volunteers.
- b. Additional Indemnity Obligations. Consultant shall defend, with counsel of TRANSPAC'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 TRANSPAC, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against TRANSPAC, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse TRANSPAC for the cost of any settlement paid by TRANSPAC, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for TRANSPAC's attorney's fees and costs, including expert witness fees. Consultant shall reimburse TRANSPAC, 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 TRANSPAC, 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 TRANSPAC, 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, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
- 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. [RESERVED].

#### 16. 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.

#### 17 <u>Termination or Abandonment</u>

a. TRANSPAC 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, TRANSPAC 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. TRANSPAC shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination.

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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 TRANSPAC and Consultant of the portion of such task completed but not paid prior to said termination. TRANSPAC 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 TRANSPAC only in the event of substantial failure by TRANSPAC to perform in accordance with the terms of this Agreement through no fault of Consultant.
- 18 <u>Documents</u>. 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 TRANSPAC.

#### 19. Organization

Consultant shall assign Matthew Todd as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of TRANSPAC.

#### 20. <u>Limitation of Agreement</u>.

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

#### 21. 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:

TRANSPAC:

5904 Herriman Drive Clayton, CA 94517-1328

Attn: Anita Tucci-Smith, TRANSPAC Clerk

CONSULTANT:

William R. Gray and Company

DBA Gray-Bowen-Scott

1676 North California Boulevard, Suite 400

Walnut Creek, CA 94596

(925) 937-0980

Attention: Matt Todd

and shall be effective upon receipt thereof.

#### 22. Third Party Rights

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

#### 23. 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.

#### 24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of TRANSPAC 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 are 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.

#### 25. Severability

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

#### 26. 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 TRANSPAC. Any attempted assignment without such consent shall be invalid and void.

#### 27. Non-Waiver

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

#### 28. Time of Essence

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

#### 29. TRANSPAC's Right to Employ Other Consultants

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

#### 30. 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, TRANSPAC shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of TRANSPAC, during the term of his or her service with TRANSPAC, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

# SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN TRANSPAC AND WILLIAM R. GRAY AND COMPANY, DBA GRAY-BOWEN-SCOTT

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

TRANSPAC

William R. Gray and Company

By:

Ron Leone Chairman By:

Leo Scott President

Teresa Bower

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## EXHIBIT A

#### Scope of Services

#### TRANSPAC

#### **Agency Management & Administration**

Gray-Bowen-Scott (GBS) will provide Agency Management & Administration services for Transportation Partnership and Coordination (TRANSPAC), essentially providing the Executive Director staff for the organization. The scope of services is further detailed below by task.

#### 1. TRANSPAC

- a. Attend and facilitate TRANSPAC Board meetings
- b. Attend and facilitate TRANSPAC TAC meetings
- c. Board Member support including communication with TRANSPAC Board Members
- d. Attend other meetings representing TRANSPAC. Other meetings could include, but are not limited to:
  - i. CCTA Board
  - ii. CCTA Planning Committee
  - iii. CCTA Administration and Projects Committee
  - iv. CCTA Technical Coordinating Committee
  - v. Other meetings as required (such as MTC, ABAG, BAAQMD or other RTPC meetings in Contra Costa County)
- 2. TRANSPAC support includes preparation and/or analysis of material for the consideration of TRANSPAC, including but not limited to:
  - a. Annual Work Plan
  - b. Monthly Board Agenda and Staff Reports
  - c. Monthly TAC Agenda and Staff Reports
  - d. Meeting minutes
  - e. Monthly TRANSPAC summary to CCTA
  - f. Other tasks
    - i. Coordination with RTPCs/CCTA/Other Stakeholders
    - ii. Review of CEQA Docs. / Traffic Studies / Other Studies
- Other tasks of interest to TRANSPAC as required to be responded to, including funding opportunities, project specific efforts, or policy issues that may not occur on a regular basis.
  - a. 2016-17 OBAG 2/TLC/PBTL call for projects
  - b. Central County Action Plan Update
  - c. Other tasks as identified by TRANSPAC
- 4. TRANSPAC Administrative Duties
- 5. Other tasks as identified by TRANSPAC

#### EXHIBIT B

#### Schedule of Charges/Payments

CONSULTANT shall prepare invoices on a monthly basis for each complete calendar month. Invoices shall be submitted within fifteen (15) calendar days after month's end. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform TRANSPAC regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract. Costs shall be billed at the following rates:

#### FEE SCHEDULE

TEL SCHEDULE	Maximum Hourly Rate
Project Director/Senior Advisor	\$360
Principal/Executive Project Manager	\$314
Senior Project Manager	\$262
Project Manager	\$231
Senior Project Engineer/Program Manager	\$211
Associate Engineer/Assistant Project Manager	\$185
Program Manager	\$185
Program Administrator/Project Analyst	\$154
Project Administrator/Office Manager	\$113
Project Coordinator	\$97
Clerical/Reception	\$82
	1

Rates subject to change following the Initial Term of this Agreement. Any rate changes shall be agreed upon by Parties and memorialized in a written amendment to the Agreement. Expenses (mileage, parking, tolls, printing, out of area travel, conference calls, postage, express mail, delivery, authorized entertainment, etc.) will be billed at cost. Mileage will be billed at the standard IRS rate. In no event shall the total amount paid for services rendered and expenses incurred by Consultant under this Agreement exceed the sum of \$125,000. Consultant shall not assign this Agreement or subcontract any part of the Services without the prior written consent of TRANSPAC.

#### **TRANSPAC**

#### PROFESSIONAL SERVICES AGREEMENT

#### **AMENDMENT #2**

This Second Amendment to Agreement for Consulting Services is entered into on June \_\_\_\_\_, 2018 between the Central Contra Costa Transportation/Land Use Partnership ("TRANSPAC") and Gray-Bowen and Company, Inc., DBA Gray-Bowen-Scott, (Consultant).

#### **RECITALS**

- A. TRANSPAC and Consultant entered into a Professional Services Agreement for Agency Management and Administration on December 8, 2016; and
- B. The Professional Services Agreement contained an initial not to exceed sum of \$125,000, the amount estimated to cover the cost of services for about a 12 month period.
- C. The TRANSPAC Board, on October 12, 2017, approved an additional \$113,259 to the contract to bring the total not to exceed value to \$238,259, the value projected to be required for the remaining Agency Management and Administration services to be provided through June 30, 2018; and
- D. Through the fiscal year 2018/2019 TRANSPAC Budget approval process, the TRANSPAC Board discussed the extension of the Managing Director services performed by Consultant; and
- E. The TRANSPAC Board, on June 14, 2018, approved an additional \$135,000 for the Agency Management and Administration and the extension of the contract to bring the total not to exceed value to \$373,259, the value projected to be required for the services to be provided through June 30, 2019; and
- F. The parties wish to amend the Agreement.

NOW, THEREFORE, TRANSPAC and Consultant agree as follows:

#### **MUTUALLY AGREED:**

1) Subsection b of Section 2 (Compensation) of the Agreement is amended to read:

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$373,259. This amount is to cover all printing and related costs, and TRANSPAC will <u>not</u> pay any additional fees for printing 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.

2) Section 5 (Time of Performance: Term) of the Agreement is amended to read:

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from TRANSPAC to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work. The term of this Agreement shall end June 30, 2019 unless terminated earlier as provided in the termination provisions herein. After the Initial Term (November 21, 2016 to June 30, 2018),

this Agreement shall automatically extend for additional one-year periods (each a "Renewal Term") subject to the terminations provisions herein.

3) Section 21 (Notice) of the Agreement is amended to indicate the address of the CONSULTANT to be:

1211 Newell Avenue, Suite 200 Walnut Creek, CA 94596

4) That all other items and conditions of the Agreement shall remain in effect.

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

TRANSP	PAC	William R. Gray and Company
Ву:	Julie Pierce Chairperson	By: Leo Scott President

March 9, 2017

Anita L. Tucci-Smith, LLC 5904 Herriman Drive Clayton, CA 94517

Dear Ms. Tucci-Smith:

#### Letter Agreement for Secretary /Clerk of the Board Services

This letter shall be our Agreement ("Letter Agreement") regarding the Secretary /Clerk of the Board services described below ("Services") to be provided by Anita L. Tucci-Smith, LLC ("Consultant") as an independent contractor to the Central Contra Costa Transportation/Land Use Partnership ("TRANSPAC"). Consultant is retained as independent contractor and is not an employee of TRANSPAC. TRANSPAC and Consultant are sometimes referred to herein as "Party" or "Parties."

The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and are incorporated herein by reference. Services and the term of this Agreement shall commence on November 21, 2016 and shall end on June 30, 2018, unless extended by TRANSPAC in writing.

Consultant shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a valid business license, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of \$ 75.00.

Consultant shall provide proof of business auto liability coverage with a minimum combine single limit of \$1,000,000 to TRANSPAC. TRANSPAC, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Consultant's policy of automobile liability insurance. If Consultant is an employer or otherwise hires one or more employees during the term of this Agreement, Consultant shall also provide proof of workers compensation coverage for such employees, which meets all requirements of State law, with endorsements and conditions required by TRANSPAC.

TRANSPAC may terminate this Letter Agreement at any time with or without cause. If TRANSPAC finds it necessary to terminate this Letter Agreement without cause before the expiration of the term of this Letter Agreement, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days' written notice to TRANSPAC only in the event of TRANSPAC's failure to perform in accordance with the terms of this Letter

March 9, 2017 Anita L. Tucci-Smith, LLC Page 2 of 6

Agreement through no fault of Consultant.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold TRANSPAC, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subconsultants, consultants or agents in connection with the performance of the Consultant's Services or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall survive expiration or termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by TRANSPAC, its officials, officers, employees, agents, or volunteers.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify TRANSPAC against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

This Letter 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 Letter Agreement, the action shall be brought in a state or federal court situated in Contra Costa County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against TRANSPAC.

Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of TRANSPAC. This Letter Agreement may not be modified or altered except in writing signed by both parties. There are no intended third party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter

March 9, 2017 Anita L. Tucci-Smith, LLC Page 3 of 6

Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

TRANSPAC

Anita Tucci-Smith Anita L. Tucci-Smith, LLC

Approved By:

Matt Todd

Managing Director

ma

Signature

March 8, 2017

Date

### **EXHIBIT "A"**

# **SCOPE OF SERVICES**

#### TRANSPAC

# Secretary /Clerk of the Board

Consultant will provide Secretary / Clerk of the Board services for Transportation Partnership and Coordination (TRANSPAC). The scope of services is further detailed below by task.

#### 1. TRANSPAC Board

- a. Attend meetings and record minutes
- b. Contact Board Members in advance of the meeting regarding attendance
- c. Provide support for the meeting including meeting location preparation and tear down and meeting materials (copies of agenda, name cards, sign in sheets, refreshments)
- d. Preparing draft agendas and agenda packets and other required tasks including:
  - i. Appointments,
  - ii. Minutes from the prior meeting(s), and
  - iii. Regular information from the CCTA in the form of the CCTA Executive Director's monthly report
  - iv. Executive Director's report to the RTPCs
  - v. Status and summary letters provided by the other RTPCs
  - vi. Updated web links to County Connection, the CCTA's Planning Committee and Administration & Projects Committee, and the CCTA's calendar.
- e. Prepare final agenda and packet incorporating input from Managing Director and:
  - i. Distribute material by mail and email
  - ii. Post to website

#### 2. TRANSPAC TAC

- a. Attend meetings and record minutes
- b. Contact Members in advance of the meeting regarding attendance
- Provide support for the meeting including meeting location preparation and tear down and meeting materials (copies of agenda, name cards, sign in sheets, refreshments)
- d. Preparing draft agendas and agenda packets and other required tasks including:
  - i. appointments.
  - ii. minutes from the prior meeting(s), and

- iii. regular information from the CCTA in the form of the CCTA Executive Director's monthly report
- iv. Executive Director's report to the RTPCs
- v. Status and summary letters provided by the other RTPCs
- vi. Updated web links to County Connection, the CCTA's Planning Committee and Administration & Projects Committee, and the CCTA's calendar.
- e. Prepare final agenda and packet incorporating input from Managing Director and:
  - i. Distribute material by mail and email
  - ii. Post to website

# 3. Admin Support

- a. Assist Managing Director with tasks to complete other TRANSPAC business
- b. Preparation of draft status letter of the TRANSPAC meeting to be submitted to the CCTA through Managing Director)
- c. Work required as part of the Action Plan updates
- d. Maintain contact list of TRANSPAC Officials, Planning Officials, TAC Staff, and other officials
- e. Maintain annual meeting schedule and manage the meeting room availability (Board and TAC Meetings)
- f. Routine website work including updating calendar and posting agenda material
- g. Maintain electronic file of all agenda packets, and all other TRANSPAC and TAC documents, as well as a chronological binder of the complete packets and any handouts at the meetings, and any prepared correspondence.
- h. Coordinate Form 700 Conflict of Interest submittals, including maintaining the files
- i. Research of prior TRANSPAC agenda items and actions as required
- j. Research for Public Records Act requests as required
- 4. Other tasks as identified by TRANSPAC

March 9, 2017 Anita L. Tucci-Smith, LLC Page 6 of 6

# EXHIBIT B

# Schedule of Charges/Payments

CONSULTANT shall prepare invoices on a monthly basis for each complete calendar month. Invoices shall be submitted within fifteen (15) calendar days after month's end. Consultant will inform TRANSPAC regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract. Costs shall be billed at the following rates:

FEE SCHEDULE

**Maximum Hourly Rate** 

Secretary / Clerk of the Board

\$75

Expenses (copying, printing, postage, express mail, delivery, supplies etc.) will be billed at cost. In no event shall the total amount paid for services rendered and expenses incurred by Consultant under this Agreement exceed the sum of \$115,000. Any rate changes shall be agreed upon by Parties and memorialized in a written amendment to the Agreement.

#### **TRANSPAC**

# AGREEMENT FOR SECRETARY/CLERK OF THE BOARD SERVICES

#### **AMENDMENT #1**

This First Amendment to Agreement for Secretary/Clerk of the Board Services (Professional Services) is entered into on June \_\_\_\_\_, 2018 between the Central Contra Costa Transportation/Land Use Partnership ("TRANSPAC") and Anita L. Tucci-Smith, LLC (Consultant).

#### **RECITALS**

- A. TRANSPAC and Consultant entered into a Professional Services Agreement for Secretary/Clerk of the Board on March 8, 2017; and
- B. The Agreement for Professional Services contained an initial not to exceed sum of \$115,000 for the period through June 30, 2018.
- C. Through the fiscal year 2018/2019 TRANSPAC Budget approval process, the TRANSPAC Board discussed the extension of the Secretary/Clerk of the Board services performed by Consultant; and
- D. The TRANSPAC Board, on June 14, 2018, approved an additional \$72,000 for Professional Services and the extension of the contract to bring the total not to exceed value to \$187,000, the value projected to be required for the Secretary/Clerk of the Board services to be provided through June 30, 2019; and
- E. The parties wish to amend the Agreement.

NOW, THEREFORE, TRANSPAC and Consultant agree as follows:

#### **MUTUALLY AGREED:**

1) Exhibit B – Schedule of Charges/Payments of the Agreement is amended to read:

In no event shall the total amount paid for services rendered and expenses incurred by Consultant under this Agreement exceed the sum of \$187,000.

2) Paragraph 2 of the Agreement is amended to read:

The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and are incorporated herein by reference. Services and the term of this Agreement shall commence on November 21, 2016 and shall end on June 30, 2019, unless extended by TRANSPAC in writing.

3) That all other items and conditions of the Agreement shall remain in effect.

#### [SIGNATURES ON FOLLOWING PAGE]

### SIGNATURE PAGE FOR AGREEMENT

# **BETWEEN TRANSPAC**

# AND ANITA L. TUCCI-SMITH, LLC

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

TRANS	PAC	Anita L. Tucci-Smith, LLC
Ву:	Matt Todd Managing Director	By: Anita L. Tucci-Smith



# EXECUTIVE DIRECTOR'S REPORT May 16, 2018

PMA Meeting: April 12, 2018

Brian Kelleher and I attended the PMA meeting to present the CMA budget and get their approval for the local match. Brian did a great job of explaining the past few allocations and how they were expended and the needed match for this year's program. It was a unanimous vote to approve the match dollars.

Iteris: April 12, 2018

I met with Pete Costello from Iteris. He has a proposal to place static sponsor signs on the support structures for changeable message signs along major arterials to generate revenue. While I was at Caltrans, we proposed to FHWA to allow Caltrans to advertise on the changeable message signs. This proposal was denied. I wanted to see the approval letter from the FHWA. He has not gotten that far in the process.

#### Recolte Energy: April 12, 2018

Peter Engel and I met with Gopal Shanker. He is the President of Recolte Energy based in Napa, California. He is working on an electric vehicle (EV) transformation initiative for Napa County. He attended RMS 2018 and was intrigued by our efforts to place an EV support network in Contra Costa.

East Bay Economic Development Alliance (EBEDA) Annual Legislative Meeting: April 12, 2018 I was asked to attend the EBEDA's Annual Legislative meeting because we were the recipient of their Catalyst award and the attendees wanted to know more about GoMentum Station. It was well attended with many elected officials from Contra Costa. The meeting was held at the Oracle Arena in Oakland.

BYU Student: April 13, 2018

Nate Lant listened to a podcast that was made while we were at the TRB annual meeting this year. The information resonated with him so he reached out and we had a nice conference call at 7 am. He wanted to know more about the business and structural organization of CCTA that enables us to innovate.

#### AV Visioning Session IX: April 13, 2018

We are part of the California Department of Motor Vehicles visioning sessions. The California Highway Patrol (CHP), Caltrans, California Office of Traffic Safety (OTS), CALSTA and Department of Motor Vehicles (DMV) have been meeting to discuss how to deal with autonomous vehicle technology. We are part of the group and have been giving GoMentum station updates. At this meeting, Jack Hall gave the group an update.

#### WTS Leadership Class: April 13, 2018

I was asked to participate on a three-person panel to discuss our leadership journey and answer questions from the moderator and students. The students are from both the public and private sector. Stephanie Hu was a participant in the leadership class.

# Fireside Chat: April 16, 2018

Linsey Willis, Martin Engelmann, Tim Haile and I met with the Hercules City Manager and his team to discuss legislation, project delivery, and planning issues. It provided an opportunity for them to ask a number of questions. These meetings are also designed to introduce new members of the executive staff at CCTA to the City and Town managers and their staff.

#### Brazilian Delegation: April 17, 2018

We hosted a delegation from Brazil to talk about our Redefining Mobility program. The delegation was from both the public and private sector. They were interested in our express lane project, the SAV pilot project and our innovative construction program.

#### Group 9 Media Story: April 18, 2018

I was interviewed for a documentary on the progression of the autonomous vehicle technology for Group 9 media. They were looking for someone that would be able to talk about the history of this technology.

#### Fireside Chat: April 19, 2018

Linsey Willis, Martin Engelmann, Tim Haile and I met with the Pittsburg Community Development Director and members of the engineering and planning teams to discuss legislation, project delivery, and planning issues. It provided an opportunity for them to ask a number of questions. These meetings are also designed to introduce new members of the executive staff at CCTA to the city and town managers and their staff.

#### Elix Wireless: April 19, 2018

I met with the team at Elix Wireless. They want to test their prototype magnetic EV charging system. They believe their technology will reduce the need for fixed charging stations in the future.

#### Asian Pacific State Employee Association (APSEA): April 19, 2018

I was invited to participate in the APSEA's annual scholarship dinner. At the dinner, many scholarships were handed out to deserving students. I used to attend the event each year while working for Caltrans.

### Assembly Member Jim Frazier: April 23, 2018

I met with Assembly Member Frazier to talk about advanced technology being tested at GoMentum Station and other technologies to make our transportation safer and more efficient.

Verizon: April 23, 2018

Matt Kelly and I met with Balaji Sundaram and Jimmy Kim from Verizon to talk about their smart city program. They have over 110 million accounts and have access to a lot of data points. They could give us origin, destination and travel times on local arterials. This information has not been readily available. If accurate, we could give predictive travel times on local roads without deploying sensors, etc.

#### Balfour Partnering Meeting: April 24, 2018

Ivan and I participated in the partnering meeting with our consultants and contractor. The project is making good progress with little changes so far. The recent rains have slowed the contractor, but we are looking for opportunities to accelerate the construction to finish the project this year. One idea that was brought up was a weekend closure of the Balfour interchange. This will allow the contractor full access to the interchange to complete work that normally will take weeks to finish. Overall, this project is a great example of partnering and how it is supposed to work.

# Fireside Chat: April 24, 2018

Linsey Willis, Martin Engelmann, Tim Haile and I met with the San Ramon City Manager and his team to discuss legislation, project delivery, and planning issues. It provided an opportunity for them to ask a number of questions. These meetings are also designed to introduce new members of the executive staff at CCTA to the City and Town managers and their staff.

# Kelley University Student: April 25, 2018

Roy Chowdhury has read a number of our press releases and wanted to talk tech. He is an engineer that is getting his MBA. We had a nice conversation about the AV space at 7 am.

#### I-680 HOV and Express Lane Pre-bid Conference: April 25, 2018

We hosted a pre-bid conference in our boardroom. The pre-bid meeting is held during the advertisement period for our projects and is designed to answer questions from the prospective bidders. This meeting was taped and will be placed on our website for those contractors that couldn't attend the meeting in person.

#### Mobility Matters: April 25, 2018

Peter Engel and I met with Elaine Welch. She had a number of thoughts and questions after attending the RMS 2018. She was amazed at the progress of deploying MaaS projects in Europe. We are going to reengage the Mobility Management team to see where we are with respect to deployment of parts of the Mobility Management plan that was developed a few years ago.

#### Fireside Chat: April 16, 2018

Linsey Willis, Martin Engelmann, Tim Haile and I met with the San Pablo City Manager and his team to discuss legislation, project delivery, and planning issues. It provided an opportunity for them to ask a number of questions. These meetings are also designed to introduce new members of the executive staff at CCTA to the City and Town managers and their staff.

#### 2017 Excellence in Transportation Award: April 30, 2018

Susan Miller, Hisham Noeimi, Stephanie Hu and Christina Broadfoot attended the Caltrans District 4 Branch Chief Meeting to accept the 2017 Excellence in Transportation Award for the State Route 4 East Widening Project.

## Australian Road Research Board (ARRB): May 1, 2018

I provided the keynote speech at the 28<sup>th</sup> ARRB annual meeting. I also participated on a panel of transportation leaders assuming it was 2032 and talking about how the AV technology has changed the lives of the citizens in Australia. It was a lot of fun to hypothesize about the future. Between those two sessions, I walked to the Australian Broadcasting Corporation to provide a radio interview with Future Tense Producer Antony Funnell. He asked a lot of questions about AV technology, test beds, regulatory environment, and the future impacts of AV technology. I was told that a lot of parliament members listen to his radio show.

#### World Road Association (PIARC): May 2, 2018

I was one of the keynote speakers that kicked off the 8<sup>th</sup> Symposium on Pavement Surface Characteristics (SURF). The conference was sponsored by PIARC and the International Road Federation. I gave a speech on CCTA's construction innovations, quiet pavement and GoMentum Station. I used to be a member of PIARC for two 3-year terms when I worked for Caltrans.

#### California Office Traffic and Safety (OTS): May 2, 2018

Tim Haile and Linsey Willis hosted Randy Weissman, Chief Deputy Operations, and Mike McGowan, Deputy Director, of the California OTS to discuss marketing, education, and outreach for autonomous and connected vehicles including an overview of our Redefining Mobility program. The visit concluded with a tour of GoMentum Station.

#### Cal Poly Industrial Advisory Board (IAB): May 4, 2018

I am a member of the IAB for Cal Poly's schools of environmental and civil engineering. The IAB has two meetings per year. We work with Dr. Chadwell to help craft strategic direction for the schools. Dr. Chadwell is the chair of the school of environmental and civil engineering. The two main themes of this meeting were: what's new and what's next and what is the big idea of today.

#### Bob Murdoch: May 7, 2018

I had a 7 am discussion with Public Works Director Bob Murdoch about the future of autonomous vehicles and how it will affect the City of Elk Grove. He was referred to me by the Vice Mayor of Elk Grove. I met the Vice Mayor at the APSEA Scholarship Awards Banquet.

# **ITS Canada:** May 7, 2018

I gave the Director General of ITS Canada a tour of GoMentum Station and a presentation on Redefining Mobility.

# PLTW East Bay Engineering Pathway Dinner & Dialogue: May 7, 2018

Linsey Willis and I gave a presentation to various East Bay Middle School teachers representing schools that are associated with the Project Lead the Way (PLTW). The goal of the program is to engage students and get them excited about Science Technology Engineering and Math or STEM. In this case, get them interested in being engineers. We have a proposal to create a PLTW STEM

program for girls. Chevron is interested in partnering with us. We presented a shorten version of our innovation program. Two teachers from Concord High School shadowed Jack Hall for a day. One of the teachers was at the event and said he still talks about what he learned. Five of the teachers attended our Redefining Mobility Summit and were impressed by the Summit.

# ITS California Conference: May 8, 2018

I participated on the closing panel at the ITS California conference. The theme of the conference was "Preparing California for Autonomous Vehicles." Our panel's focus area was AV deployment experience and was represented by speakers from Navya, RTC Southern Nevada and CCTA.

Staff Out-of-State Travel:

Ivan Ramirez attended the Managing the Design Process conference in Nashville, TN from March 28-30, 2018 for a total amount of \$2,434.16. Brian Kelleher attended the Tyler Annual Conference in Boston, MA from April 22-25, 2018 for a total amount of \$2,739.20.

#### **TRANSPAC**

# **Transportation Partnership and Cooperation**

Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and Contra Costa County
1211 Newell Avenue, Suite 200
Walnut Creek, CA 94596
(925) 937-0980

May 11, 2018

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

Re: Status Letter for TRANSPAC Meeting – May 10, 2018

Dear Mr. Iwasaki:

At its regular meeting on May 10, 2018, the TRANSPAC Board of Directors took the following actions that may be of interest to the Transportation Authority:

- 1. Recommended Line 20a (Additional Transportation Services for Seniors and People with Disabilities) Allocations for 2018-2019/2019–2020 and forwarded the recommendation to the CCTA Board of Directors for final approval.
- 2. Reviewed Draft of the 2018 Countywide Bicycle and Pedestrian Plan presented by Brad Beck, CCTA Senior Transportation Planner.
- Received Quarterly Financial Report from TRANSPAC Managing Director.

TRANSPAC hopes that this information is useful to you.

Sincerely,

Matthew Todd

TRANSPAC Managing Director

mus- Tork

cc: TRANSPAC Representatives; TRANSPAC TAC and staff

Martin Engelmann, Hisham Noeimi, Brad Beck (CCTA)

Jamar I. Stamps, TRANSPLAN; Diane Burgis, Chair, TRANSPLAN

Lisa Bobadilla, SWAT; Dave Trotter, Chair, SWAT

John Nemeth, WCCTAC; Cecilia Valdez, Chair, WCCTAC

Tarienne Grover, CCTA

June Catalano, Diane Bentley (City of Pleasant Hill)



# SWAT

Danville • Lafayette • Moraga • Orinda • San Ramon & the County of Contra Costa

May 10, 2018

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

RE:

SWAT/Meeting Summary Report for May 2018

Dear Mr. I vasaki:

The Southwest Area Transportation Committee ("SWAT") met on Monday, May 7, 2018. The following is a summary of the meeting and action items:

- Clarification to the February 2018 meeting summary: At the February 2018 meeting, SWAT appointed Candace Andersen, Contra Costa County to the Innovate 680 Policy Advisory Committee. The SWAT meeting minutes for February reflect the appointment of Supervisor Andersen to the Committee, however, the SWAT meeting summary did not accurately reflect the appointment.
- 2. Approved the Fiscal Year (FY) 2018-2019 SWAT TDM Programs and Budget.
- 3. Approved the FY 2018-2019 SWAT Administrative Services Memorandum of Understanding (MOU) with the City of San Ramon.
- 4. Received I-680 Contra Costa Express Lanes Performance Plan by Metropolitan Transportation Commission (MTC). SWAT requested MTC provide stakeholders and SWAT with status update following another 6 months' worth of data. In addition, SWAT requested data related to the origin/destination of Flex Pass users.
- 5. Received the Draft Countywide Bicycle and Pedestrian Plan status update. SWAT directed SWAT TAC to develop comments and/or recommendations and forward to CCTA for consideration.

Please contact me at (925) 973-2651, or email at <a href="mailto:lbobadilla@sanramon.ca.gov">lbobadilla@sanramon.ca.gov</a>, if you should have any questions.

All the best,

Lisa Bobadilla

**SWAT Administrator** 

Cc: Hisham Noeimi, CCTA; SWAT; SWAT TAC; Anita Tucci-Smith, TRANSPAC; John Nemeth, WCCTAC; Jamar Stamps, TRANSPLAN

I Cerrito



Hercules

May 9, 2018

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

**Pinole** 

RE: April WCCTAC Board Meeting Summary

Dear Randy:

ichmond

The WCCTAC Board, at its meeting on April 27, 2018, took the following actions that may be of interest to CCTA:

an Pablo

ntra Costa

County

C Transit

- 1. Authorized WCCTAC Staff to send a comment letter to CCTA regarding the Countywide Bicycle and Pedestrian Plan.
- 2. Authorized the release of a Request for Proposals (RFP) for an Express Bus Implementation Plan, funded through an SB1 grant.
- 3. Approved the use of \$46,827 in Measure J 28b funds for use as a local match for the Express Implementation Plan.
- 4. Authorized staff to send a letter supporting WCCTAC's application for a Program for Arterial System Synchronization (PASS) grant.
- 5. Approved Resolution 18-03 which continues support for a dedicated Bicycle and Pedestrian path on the upper deck of the Richmond-San Rafael Bridge.
- 6. Approved the WCCTAC Draft Fiscal Year 19 Budget, Work Program and Dues, to be released to member agencies for review.
- 7. Approved the use of \$100,000 in Measure J 28b funds, to enhance outreach and travel training for disabled and senior residents in West County.
- 8. Received information from WCCTAC staff regarding Bike to Work Day 2018.

Please let me know if you have any follow-up questions.

ohn Nemeth

BART

Sincerely,

**NestCAT** 

John Nemeth **Executive Director** 

cc: Tarienne Grover, CCTA; John Cunningham, TRANSPAC; Jamar Stamps, TRANSPLAN; Lisa Bobadilla, SWAT

> May 16, 2018 Authority Handout Packet 6.4-1