

MEETING NOTICE AND AGENDA

DATE & TIME: January 27, 2023 • 8:00 AM – 10:00 AM

REMOTE ACCESS:

<https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydlBoYk0yYWVlZWVlWHZ4Zz09>

MEETING ID#: 732 105 8840

PASSWORD (if requested): WCCTAC2020

Shelter-In-Place Order and Teleconference

The Contra Costa County Health Officer issued an order directing residents to **shelter in place**, due to COVID-19. The order limits activity, travel, and business functions to only those that are essential.

Remote Participation Only

As a result of the COVID-19 public health emergency, including the County Health Officer and Governor’s directives for everyone to shelter in place, **there will be no physical location for the Board Meeting**. Board members will attend via teleconference and members of the public are invited to attend the meeting and **participate remotely**.

Pursuant to the Governor’s Executive Order N-29-20, Board members: Dion Bailey, Anthony Tave, Rita Xavier, Paul Fadelli, John Gioia, Jovanka Beckles, Rebecca Saltzman, and appointees from the City of Richmond may be attending this meeting via teleconference, as may WCCTAC Alternate Board Members. Any votes conducted during the teleconferencing session will be conducted by roll call.

The public may observe and address the WCCTAC Board in the following ways:

Remote Viewing/Listening

Webinar:

To observe the meeting by video conference, utilizing the Zoom platform, please click on this link (same link as shown above) to join the webinar at the noticed meeting time: <https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydlBoYk0yYWVlZWVlWHZ4Zz09>

Phone:

Dial the following number, enter the participant PIN followed by # to confirm:

+1 669 900 6833

Meeting ID: 732 105 8840

Password: 066620

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa
County

AC Transit

BART

WestCAT

Public Comment via Teleconference

Members of the public may address the Board during the initial public comment portion of the meeting or during the comment period for agenda items.

Participants may use the chat function on Zoom or physically raise their hands to indicate if they wish to speak on a particular item.

Written Comment (accepted until the start of the meeting, unless otherwise noted on the meeting agenda). Public comments received by 5:00 p.m. on the evening before the Board meeting date will be provided to the WCCTAC Board and heard before Board action. Comments may be submitted by email to vjenkins@wcctac.org.

Comments may also be submitted via e-mail to vjenkins@wcctac.org at any time prior to closure of the public comment portion of the item(s) under consideration. All written comments will be included in the record.

Reading of Public Comments: WCCTAC staff will read aloud email comments received during the meeting that include the subject line "FOR THE RECORD" as well as the item number for comment, provided that the reading shall not exceed three (3) minutes, or such other time as the Board may provide.

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1. **Call to Order and Board Member Roll Call.** *(Paul Fadelli – Vice Chair)*
 2. **Public Comment.** The public is welcome to address the Board on any item that is not listed on the agenda.
 3. **Election of Officers:**
 - a. **CCTA Representative (odd-year term),**
 - b. **CCTA Alternate Representative,**
 - d. **WCCTAC Board Chair,**
 - e. **WCCTAC Vice-Chair.***(Attachment; Recommended Action: Elect board members to positions).*

CONSENT CALENDAR

4. **Minutes of December 9, 2023 Board Meetings.** *(Attachment; Recommended Action: Approve).*
5. **Monthly Update on WCCTAC Activities.** *(Attachment; Information only).*
6. **Financial Reports.** The reports show the Agency's revenues and expenses for December 2022. *(Attachment; Information only).*
7. **Payment of Invoices over \$10,000.** *(No attachment; Information only).*

8. **AB 361 Resolution to Continue Teleconferenced Meetings.** AB 361 allows the Board to continue meeting virtually during a State of Emergency upon the Board making certain findings that meeting in person would present imminent risks to the health or safety as attendees. Resolution No 23-01 provides the necessary findings for the Board of Directors and TAC to continue meeting virtually. *(Attachment; Recommended Action: Adopt Resolution 23-01).*
9. **Consultant Agreement for the Richmond Parkway Environmental Justice and Regional Mobility Plan.** Staff recommends that WCCTAC enter into an agreement with Fehr & Peers for consulting services. Resolution 2023-01 would authorize Executive Director to execute, any make any minor changes to finalize, the consultant agreement for a not to exceed amount of \$575,000. *(Attachments; Recommended Action: Adopt Resolution 23-02 authorizing the Executive Director to execute a contract, in a form approved by WCCTAC counsel, with Fehr & Peers for outreach, planning, and engineering services to develop the Richmond Parkway Environmental Justice and Regional Mobility Plan.).*

REGULAR AGENDA ITEMS

10. **San Pablo Ave. Multimodal Study, Phase 2: Wrap Up and Next Steps.** This study is nearing its conclusion and summary documents were prepared for Board review. Staff and consultant, Kimley-Horn will provide an overview of the study and review possible next steps. *(Leah Greenblat and John Nemeth, WCCTAC Staff; and Adam Dankberg, Kimley-Horn; Attachments; Recommended Action: 1.) Accept the work of Phase 2 of the San Pablo Ave. Multimodal Study as complete; 2.) Direct WCCTAC staff to pursue multimodal safety improvements, described as "Element 1" in the attached staff report; and 3.) Direct WCCTAC staff to pursue a "simple" demonstration project of a bus-only lane segment, contingent on local jurisdiction concurrence, as described as Element 2 in the attached staff report.).*
11. **WCCTAC Board Member Compensation Discussion.** A WCCTAC Director requested Board discussion of the potential for members to be compensated. The attached staff report provides some background information on the subject. *(John Nemeth, WCCTAC Staff; No Attachment Recommended Action: Board Discussion).*

STANDING ITEMS

12. **Board and Staff Comments.**
 - a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
 - b. Report from CCTA Representatives *(Directors Kelley & Butt)*
 - c. Executive Director's Report
13. **General Information Items.**

- a. Letter to CCTA Executive Director with December 9, 2022 Summary of Board Actions
- b. Acronym List

14. Adjourn. Next regular meeting is: February 24, 2023 @ 8:00 a.m. via Zoom

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

TO: WCCTAC Board

DATE: January 27, 2023

FR: John Nemeth, Executive Director

RE: Election of Officers

REQUESTED ACTION

Elect members to the following positions:

- a. CCTA (Odd Year) Representative
- b. CCTA Alternate,
- c. WCCTAC Board Chair, and
- d. WCCTAC Vice-Chair.

BACKGROUND AND DISCUSSION

a. CCTA Odd-Year Representative

Tom Butt was the previous “odd-year” representative to the CCTA but is no longer a WCCTAC Board member and must be replaced. The “odd-year” and “even-year” representatives serve staggered, two-year terms. The “odd-year” representative’s term will expire on January 31, 2025.

Chris Kelley was elected as WCCTAC’s “even-year” representative to the CCTA in January 2022. Her two-year term expires on January 31, 2024. Director Kelley was previously a regular WCCTAC Board member but was recently appointed to WCCTAC as the alternate Board member from the City of Hercules. WCCTAC’s governing documents, including its Joint Powers Agreement and its bylaws, do not preclude an alternate member of the WCCTAC Board from serving as a representative to CCTA. Additionally, the CCTA informed WCCTAC that its governing documents do not preclude an alternate member of an RTPC Board (like WCCTAC’s) from serving on the CCTA Board, either. Consequently, the “even-year” representative does not need to be replaced. The next election for this office will be in January 2024.

According to the WCCTAC Joint Exercise of Powers Agreement (JPA) Section 9 (A) (3) (c), only the Cities and County may vote for CCTA Representatives. There are six votes total with one each from: Hercules, Pinole, Richmond, San Pablo, El Cerrito, and Contra Costa County. Four votes are required for appointment.

The “odd-year” representative sits on the CCTA Administration & Projects Committee while the “even-year” representative sits on the CCTA Planning Committee. The “odd-

year” and “even-year” representatives are each other’s primary alternates for the Committees on which they sit.

b. CCTA Alternate

Paul Fadelli is currently the Alternate representative to the CCTA and was elected in January 2021. His term expires on January 31, 2023. The “odd-year” and “even-year” representatives are each other’s alternates for the Committees on which they sit.

As with the regular CCTA Representatives, only the Cities and County may vote for this officer. There are six votes total with one each from: Hercules, Pinole, Richmond, San Pablo, El Cerrito, and Contra Costa County. Four votes are required for appointment.

c. WCCTAC Board Chair

Demnlus Johnson III, elected in January 2022, was the most recent WCCTAC Board Chair but is no longer a member of the WCCTAC Board. The term for the Chair is one year. The term for the newly elected Chair will begin on February 1, 2023. All regular members may vote for the Board Chair and any regular member can serve.

d. WCCTAC Vice-Chair

Paul Fadelli is the current Vice-Chair and was elected in January 2022. The term for the Vice-Chair is one year and expires on January 31, 2023. The term for the newly elected Vice-Chair will begin on February 1, 2023. All regular members may vote for the Vice-Chair and any regular member can serve as Vice-Chair.

**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes December 9, 2022**

MEMBERS PRESENT: Demnlus Johnson III, Chair (Richmond); Paul Fadelli, Vice-Chair (El Cerrito); Rita Xavier (San Pablo); Chris Kelley (Hercules); Tom Butt (Richmond); Chris Peeples (AC Transit); Eduardo Martinez (Richmond)

STAFF PRESENT: John Nemeth, Joanna Pallock, Coire Reilly, Kris Kokotaylo (counsel)

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:00 am

Public Comment: n/a

CONSENT CALENDAR

Motion by ***Director Kelley***, seconded by ***Director Peeples***, motion passed unanimously.

Yes- **D. Johnson, P. Fadelli, R. Xavier, C. Kelley, T. Butt, C. Peeples, E. Martinez**

No- none

Abstention- none

Motion passed unanimously

Item #3. *Received:* Proclamation for Tom Butt

Item #4. *Received:* Proclamation for Janet Abelson

Item #5. *Approved:* Minutes of October 28, 2022 Board Meeting.

Item #6. *Received:* Monthly Update on WCCTAC Activities.

Item #7. *Received:* Financial Reports for October 2022.

Item #8. *Received:* Invoices over \$10,000 (none).

Item #9. *Approved:* Resolution 22-24 to Continue Teleconferenced Meetings.

Item #10. *Approved:* Proposed 2023 Board and TAC Meeting Calendar.

REGULAR AGENDA ITEMS

ITEM/DISCUSSION	ACTION
Item #11 Board Meeting Format for 2023	<i>Information Only</i> John Nemeth, WCCTAC Executive Director, explained that with the Covid State of Emergency ending in February 2023, the WCCTAC Board and TAC meetings would return to being in-person in March, barring any changes to the Brown Act. He also noted that, while hybrid meetings were possible in the El Cerrito City Council Chambers, they were not yet available to WCCTAC. The WCCTAC Board agreed to continue to hold the WCCTAC Board and TAC meetings remotely in January and February 2023, and then conduct in-person meetings beginning in March in the El Cerrito Chambers. The Board also concurred with staff’s recommendation to continues to explore the hybrid option with the City of El Cerrito.
Item #12 Take 10 Incentives	<i>Information Only</i> Coire Reilly, WCCTAC staff, shared information regarding the new transit incentive program-Take 10. It offers free rides on long distance bus rides to commuters for AC Transit, SolTrans, and WestCAT lines.
Item #13 Hercules Hub	<i>Information Only</i> Mike Roberts, City of Hercules staff, provided an update on the rebranded Hercules Hub, formerly know as the Hercules Regional Intermodal Transit Center. The presentation included background on the Refugio Creek restoration project, recent TOD real estate development projects in the area, bay trail information, and the status of railroad improvements in preparation for a new passenger station.

Meeting Adjourned: **9:28 am**

TO: WCCTAC Board

DATE: January 27, 2023

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities

West County Action Plan Update

In early January, the WCCTAC TAC gave its final input on the most recent draft of the West County Action Plan. This document is updated roughly every five years as required by the Measure J Growth Management Program. The Action Plans are intended to establish overall transportation goals, create a set of performance measures (now called Regional Transportation Objectives or RTOs), and establish a set of actions that will support achievement of the RTOs.

A separate Action Plan is prepared and adopted for each of the five subregions in Contra Costa. Each Regional Transportation Planning Committee (RTPC) creates the document, with assistance from a consulting firm selected by CCTA. The Action Plans from each RTPC will be combined to form the foundation of the Countywide Transportation Plan, which will be developed by CCTA later this year. The WCCTAC Board will review the draft West County Action Plan at its February WCCTAC Board meeting.



New WCCTAC Directors

WCCTAC will welcome several new Directors this year, including: Dion Bailey (Hercules), Anthony Tave (Pinole), and Rebecca Saltzman (BART). The City of Richmond will also likely appoint one or more new Directors to WCCTAC. Staff will provide new members with a binder of background information and briefing materials. Given the changes on the Board, staff will also send a new roster to all regular board members and alternates once the Board composition is fully established.

511 Contra Costa's Winter Walk Challenge



WCCTAC's TDM Program, 511 Contra Costa, is happy to announce the start of another year for the Winter Walk Challenge. With this program, participants sign up for weekly challenges to participate in a raffle for prizes. Each week, participants are given a challenge (e.g. find the tallest tree in your neighborhood or find a birdhouse) to include with a walk. Participants take pictures or selfies of the challenges and submit them to us. Each week we draw 10 raffle winners for \$20 Amazon gift card prizes. At the end of winter, a winner from each Contra Costa city will be selected to receive an iPad grand prize. The challenge runs through March.

Sign up for the Winter Walk Challenge here: <https://511contracosta.org/walk/winter-walk-challenge/>

The Coordinated Entity for Senior and Disabled Travel

In December, the CCTA Board approved the recommendations from the Accessible Transportation Strategic Plan (ATSP) Task Force to develop a set of programs aimed at providing senior and disabled residents in the County more and better mobility options. A key element of this effort is the formation of a *Coordinated Entity* (CE for short) that will develop a One Call, One Click Information Referral Center, assisting senior and less-abled riders with information and connections to mobility services. The CCTA is also developing short-term, small scale pilot projects, such as "one seat ride" paratransit service and means-based fare subsidies. WCCTAC Director Rita Xavier (San Pablo) serves as West County's representative on the Task Force. Staff has been closely following the Task Force discussions.



Bay Trail Damage in Pinole

The heavy rains in late December and early January impacted transportation infrastructure in many parts of the state, and damaged portions of highways, roads, trails, and sidewalks. A facility in West County that experienced notable damage was the portion of the Bay Trail in Pinole between Bayfront Park and Pinole Shores Park. The trail has been closed to the public by the East Bay Regional Parks District and blocked off until repairs can be made.

General Ledger Monthly Budget Report

User: AnnC
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 Period 06 - 06
 Fiscal Year 2023



Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
0000	Non Departmental								
773-0000-34310	CC County STMP Fees	0.00	0.00	0.00	-2,103,356.87	2,103,356.87	0.00	2,103,356.87	0.00
773-0000-34315	El Cerrito STMP Fees	0.00	0.00	0.00	-71,122.09	71,122.09	0.00	71,122.09	0.00
773-0000-34330	Richmond STMP Fees	0.00	0.00	0.00	-146,530.88	146,530.88	0.00	146,530.88	0.00
773-0000-34335	San Pablo STMP Fees	0.00	0.00	0.00	-279,889.70	279,889.70	0.00	279,889.70	0.00
	Licenses and Permits	0.00	0.00	0.00	-2,600,899.54	2,600,899.54	0.00	2,600,899.54	0.00
770-0000-36102	Interest	0.00	0.00	0.00	-17,635.34	17,635.34	0.00	17,635.34	0.00
	Use of Property and Money	0.00	0.00	0.00	-17,635.34	17,635.34	0.00	17,635.34	0.00
770-0000-34010	STMP Administration	0.00	0.00	0.00	-101,727.74	101,727.74	0.00	101,727.74	0.00
770-0000-34111	Member Contributions	0.00	0.00	0.00	-141,137.00	141,137.00	0.00	141,137.00	0.00
770-0000-39906	Other Revenue	0.00	0.00	0.00	-14,488.11	14,488.11	0.00	14,488.11	0.00
772-0000-39906	Other Revenue	0.00	0.00	0.00	-314,838.62	314,838.62	0.00	314,838.62	0.00
773-0000-34010	STMP Administration	0.00	0.00	0.00	101,727.74	-101,727.74	0.00	-101,727.74	0.00
774-0000-39906	Other Revenue	0.00	0.00	0.00	-2,209.40	2,209.40	0.00	2,209.40	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	-472,673.13	472,673.13	0.00	472,673.13	0.00
0000	Revenue	0.00	0.00	0.00	-3,091,208.01	3,091,208.01	0.00	3,091,208.01	0.00
	Non Departmental	0.00	0.00	0.00	-3,091,208.01	3,091,208.01	0.00	3,091,208.01	0.00
	Expense Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0

General Ledger Monthly Budget Report

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 Period 06 - 06
 Fiscal Year 2023



Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance Encumbered	Available	% Avail
7700	WCCTAC Operations							
770-7700-41000	Salary	0.00	0.00	0.00	202,365.48	-202,365.48	-202,365.48	0.00
770-7700-41200	PERS Retirement	0.00	0.00	0.00	73,338.87	-73,338.87	-73,338.87	0.00
770-7700-41310	Medical Insurance	0.00	0.00	0.00	30,176.36	-30,176.36	-30,176.36	0.00
770-7700-41311	Retiree Healthcare	0.00	0.00	0.00	909.71	-909.71	-909.71	0.00
770-7700-41400	Dental	0.00	0.00	0.00	1,851.16	-1,851.16	-1,851.16	0.00
770-7700-41500	Flexible Spending Account	0.00	0.00	0.00	-1,355.55	1,355.55	1,355.55	0.00
770-7700-41800	LTD Insurance	0.00	0.00	0.00	1,907.73	-1,907.73	-1,907.73	0.00
770-7700-41900	Medicare	0.00	0.00	0.00	12,153.33	-12,153.33	-12,153.33	0.00
770-7700-41901	Other Insurances	0.00	0.00	0.00	-368.10	368.10	368.10	0.00
770-7700-41904	Life Insurance	0.00	0.00	0.00	722.88	-722.88	-722.88	0.00
770-7700-41912	Unemployment Insurance	0.00	0.00	0.00	119.00	-119.00	-119.00	0.00
770-7700-43500	Salary and Benefits	0.00	0.00	0.00	321,820.87	-321,820.87	-321,820.87	0.00
770-7700-43501	Office Supplies	0.00	0.00	0.00	2,367.47	-2,367.47	-2,367.47	0.00
770-7700-43520	Postage	0.00	0.00	0.00	1,104.26	-1,104.26	-1,104.26	0.00
770-7700-43520	CopiesPrintingShippingXerox	0.00	0.00	0.00	1,158.41	-1,158.41	-1,158.41	0.00
770-7700-43600	Professional Services	0.00	0.00	0.00	37,362.53	-37,362.53	-37,362.53	0.00
770-7700-43900	RentBuilding	0.00	0.00	0.00	10,558.61	-10,558.61	-10,558.61	0.00
770-7700-44320	TravelTraining Staff	0.00	0.00	0.00	733.57	-733.57	-733.57	0.00
7700	Service and Supplies	0.00	0.00	0.00	53,284.85	-53,284.85	-53,284.85	0.00
7700	Expense	0.00	0.00	0.00	375,105.72	-375,105.72	-375,105.72	0.00
7720	WCCTAC Operations							
772-7720-41000	Salary	0.00	0.00	0.00	93,001.82	-93,001.82	-93,001.82	0.00
772-7720-41200	PERS Retirement	0.00	0.00	0.00	46,002.62	-46,002.62	-46,002.62	0.00
772-7720-41310	Medical Insurance	0.00	0.00	0.00	17,227.06	-17,227.06	-17,227.06	0.00
772-7720-41400	Dental Insurance	0.00	0.00	0.00	967.74	-967.74	-967.74	0.00
772-7720-41800	LTD Insurance	0.00	0.00	0.00	643.12	-643.12	-643.12	0.00
772-7720-41900	Medicare	0.00	0.00	0.00	8,122.11	-8,122.11	-8,122.11	0.00
772-7720-41901	Other Insurances	0.00	0.00	0.00	-368.10	368.10	368.10	0.00
772-7720-41904	Life Insurance	0.00	0.00	0.00	172.32	-172.32	-172.32	0.00
772-7720-43500	Salary and Benefits	0.00	0.00	0.00	165,768.69	-165,768.69	-165,768.69	0.00
772-7720-43501	Office Supplies	0.00	0.00	0.00	1,160.36	-1,160.36	-1,160.36	0.00
772-7720-43520	TDM Postage	0.00	0.00	0.00	1,849.90	-1,849.90	-1,849.90	0.00
772-7720-43520	CopiesPrintingShippingXerox	0.00	0.00	0.00	1,018.37	-1,018.37	-1,018.37	0.00

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
772-7720-43600	Professional Services	0.00	0.00	0.00	20,981.23	-20,981.23	0.00	-20,981.23	0.00
772-7720-43900	Rent/Building	0.00	0.00	0.00	10,558.67	-10,558.67	0.00	-10,558.67	0.00
772-7720-44000	Special Department Expenses	0.00	0.00	0.00	142,223.57	-142,223.57	0.00	-142,223.57	0.00
772-7720-44320	Travel/Training Staff	0.00	0.00	0.00	1,690.66	-1,690.66	0.00	-1,690.66	0.00
	Service and Supplies	0.00	0.00	0.00	179,482.76	-179,482.76	0.00	-179,482.76	0.00
	Expense	0.00	0.00	0.00	345,251.45	-345,251.45	0.00	-345,251.45	0.00
7720	WCCTAC TDM	0.00	0.00	0.00	345,251.45	-345,251.45	0.00	-345,251.45	0.00
7730	STMP								
773-7730-44000	Special Department Expense	0.00	0.00	0.00	406,540.35	-406,540.35	0.00	-406,540.35	0.00
	Service and Supplies	0.00	0.00	0.00	406,540.35	-406,540.35	0.00	-406,540.35	0.00
	Expense	0.00	0.00	0.00	406,540.35	-406,540.35	0.00	-406,540.35	0.00
7730	STMP	0.00	0.00	0.00	406,540.35	-406,540.35	0.00	-406,540.35	0.00
7740	WCCTAC Special Projects								
774-7740-43500	Office Supplies	0.00	0.00	0.00	112.81	-112.81	0.00	-112.81	0.00
774-7740-44000	Special Department Expense	0.00	0.00	0.00	2,126.86	-2,126.86	0.00	-2,126.86	0.00
774-7740-44320	Travel/Training Staff	0.00	0.00	0.00	6.00	-6.00	0.00	-6.00	0.00
	Service and Supplies	0.00	0.00	0.00	2,245.67	-2,245.67	0.00	-2,245.67	0.00
	Expense	0.00	0.00	0.00	2,245.67	-2,245.67	0.00	-2,245.67	0.00
7740	WCCTAC Special Projects	0.00	0.00	0.00	2,245.67	-2,245.67	0.00	-2,245.67	0.00
Expense Total		0.00	0.00	0.00	1,129,143.19	-1,129,143.19	0.00	-1,129,143.19	0

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 23-01**

RESOLUTION FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE FOR THE 30 DAY PERIOD BEGINNING JANUARY 27, 2023 PURSUANT TO AB 361

WHEREAS, the West Contra Costa Transportation Advisory Committee ("WCCTAC") is a joint exercise of powers authority formed pursuant to Government Code Section 6500, et. seq. by and between the City of El Cerrito, the City of Hercules, the City of Pinole, the City of Richmond, the City of San Pablo, Contra Costa County, Alameda-Contra Costa Transit District ("AC Transit"), San Francisco Bay Area Rapid Transit ("BART"), and West Contra Costa Transit Authority ("WestCAT"); and

WHEREAS, all WCCTAC meetings are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch WCCTAC's legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up virtual meetings for all WCCTAC Board meetings and meetings of all WCCTAC legislative bodies; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ends the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the WCCTAC Board make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, the WCCTAC Board of Directors previously made the finding that the presence of COVID-19 and the increase of cases due to the Delta variant would present

imminent risks to the health or safety of attendees at WCCTAC Board meetings and meetings of WCCTAC's other legislative bodies, including the Board and staff, should the Board hold and permit in person meetings; and

WHEREAS, AB 361 (2021) requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in WCCTAC's jurisdiction, specifically, Governor Newsom has declared a State of Emergency due to COVID-19; and

WHEREAS, since issuing Executive Order N-08-21, the highly contagious Delta and Omicron variants of COVID-19 have emerged, causing an increase in COVID-19 cases throughout the State and Contra Costa County; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household and the Contra Costa County Health Officer strongly recommends online meetings and distancing; and

WHEREAS, the highly contagious Omicron variant and sub-variants have resulted in the greatest nationwide infection rate since the beginning of the COVID-19 pandemic; and

WHEREAS, because of the rise in cases due to the Omicron variant and sub-variants of COVID-19, the WCCTAC Board of Directors are concerned about the health and safety of all individuals who intend to attend WCCTAC Board meetings and meetings of WCCTAC's other legislative bodies; and

WHEREAS, the WCCTAC Board of Directors hereby finds that the presence of COVID-19 and the increase of cases due to the Omicron variant and sub-variants would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should WCCTAC's legislative bodies hold in person meetings; and

WHEREAS, WCCTAC shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Contra Costa Transportation Advisory Committee as follows:

1. The above recitals are true and correct, and incorporated into this Resolution.
2. In compliance with AB 361 (2021), and in order to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the WCCTAC Board of Directors makes the following findings:

- a) The WCCTAC Board of Directors has considered the circumstances of the state of emergency; and
 - b) The state of emergency, as declared by the Governor, continues to directly impact the ability of the WCCTAC Board of Directors and WCCTAC’s legislative bodies, as well as staff and members of the public, from meeting safely in person; and
 - c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19 and the Contra Costa County Health Officer strongly recommends online meetings and distancing. As a result of the presence of COVID-19 and the increase of cases due to the Delta and Omicron variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.
3. The WCCTAC Board of Directors and WCCTAC’s legislative bodies may meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Paul Fadelli, Acting Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

TO: WCCTAC Board

DATE: January 27, 2023

FR: Leah Greenblat, Transportation Planning Manager

RE: Consultant Agreement for the Richmond Parkway Environmental Justice and Regional Mobility Plan

REQUESTED ACTION

Adopt Resolution 23-02 authorizing the WCCTAC Executive Director, or his designee, to execute a contract, in a form approved by WCCTAC counsel, with Fehr and Peers for outreach, planning, and engineering services to develop the Richmond Parkway Environmental Justice and Regional Mobility Plan.

BACKGROUND AND DISCUSSION

WCCTAC partnered with the City of Richmond, Contra Costa County, and the Community Housing Development Corporation (a community-based organization in Richmond who will assist with community outreach) to apply for a Caltrans Sustainable Communities Program grant. The successful application resulted in \$562,650 of grant funding to develop a transportation plan for the Richmond Parkway. The WCCTAC Board, at its October 28, 2022 meeting, authorized the use of \$72,897 of its Measure J 28b funds and in-kind staff time for the grant's required match. The WCCTAC Board also authorized the release of a Request for Proposal (RFP) for consultant services to prepare the plan.

WCCTAC staff released the RFP at the beginning of November and widely broadcast its availability. Proposals were due December 1, 2022. In response to the RFP, WCCTAC received three proposals. A review committee composed of staff from the partnering agencies evaluated all three of the proposals and invited two of the teams to be interviewed. The review committee ranked the Fehr and Peers consultant team proposal the highest and unanimously recommended that the WCCTAC Board engage the Fehr and Peers team for the work. WCCTAC staff began negotiating with Fehr and Peers to further refine their proposed scope of work based on feedback received from the review committee.

Staff is now seeking authorization, via Resolution 23-02, for the Executive Director, or his designee, to execute a consultant contract with Fehr and Peers in a form substantively similar to the materials included as part of the attached Draft Consultant Agreement. This authorization will permit staff to make any necessary minor refinements to the scope of work. The agreement before the WCCTAC Board is based on WCCTAC's standard agreement and was reviewed and approved as to content by WCCTAC's counsel, with a not-to-exceed amount of \$575,000. Based on the current schedule, this effort is expected to be completed in late 2024.

ATTACHMENTS:

- A. Resolution 23-02
- B. Draft Consultant Agreement with Fehr and Peers for the Richmond Parkway Environmental Justice and Regional Mobility Plan

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 23-02**

**AWARDING A CONSULTING SERVICES CONTRACT TO FEHR AND PEERS
AND AUTHORIZING THE WCCTAC EXECUTIVE DIRECTOR TO EXECUTE
THE CONTRACT IN A FORM APPROVED BY GENERAL COUNSEL, IN THE
AMOUNT NOT TO EXCEED \$575,000**

WHEREAS, the West Contra Costa Transportation Advisory Committee (“WCCTAC”) requires professional services of a qualified consultant to provide outreach, planning and engineering services to develop the Richmond Parkway Environmental Justice and Regional Mobility Plan. (“Project”), which is jointly funded by a Sustainable Transportation Planning Program grant from Caltrans, in the amount of five hundred sixty-two thousand, six hundred and fifty dollars (\$562,650), and WCCTAC, in the amount of seventy-two thousand, eight hundred and ninety seven dollars in Measure J, 28b local matching funds and in-kind staffing; and

WHEREAS, the WCCTAC Board has identified and approved the use of Measure J Program 28b funds to provide for a local cash match for the grant.

WHEREAS, WCCTAC will to serve as the fiscal agent for the Project; and

WHEREAS, WCCTAC staff solicited qualifications for consulting services and evaluated and reviewed responses and proposals from several consulting firms or consultants; and

WHEREAS, in accordance with the California Government Code and other applicable laws, WCCTAC staff carefully reviewed the qualifications and proposals of Fehr and Peers and determined that Fehr and Peers possesses the necessary quality, fitness, capacity, experience and expertise to provide the services sought by WCCTAC; and

WHEREAS, WCCTAC staff negotiated an acceptable and fair price for the consultant’s services; and

WHEREAS, the award of a consulting services agreement is exempt from the California Environmental Quality Act (“CEQA”) in that it is not a discretionary project pursuant to Title 14, the California Code of Regulations (“CEQA Guidelines”), Section 15301.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby award a consulting services contract in an amount not to exceed \$575,000, conditioned upon Fehr and Peers timely executing a consulting services agreement, in a form approved by WCCTAC General Counsel, and submitting all required documents,

including but not limited to, all required exhibits, executed bonds (if applicable), certificates of insurance, and endorsements, in accordance with the consulting services agreement; and

2. The Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby direct the Executive Director or his designee to issue a notice of award to Fehr and Peers; and

3. The Executive Director (or his designee) is hereby authorized and directed, on behalf of the Board of Directors of the West Contra Costa Transportation Advisory Committee, to execute a consulting services agreement on behalf of the West Contra Costa Transportation Advisory Committee, in a form approved by the General Counsel, upon timely submission by Fehr and Peers of the signed agreement; and

4. The Executive Director (or his designee) is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the terms of the consulting services agreement and to administer the West Contra Costa Transportation Advisory Committee's obligations, responsibilities and duties to be performed under the agreement.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 27, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Paul Fadelli, Acting Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kris Kokotaylo, General Counsel

CONSULTING SERVICES AGREEMENT BETWEEN
THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
AND
FEHR AND PEERS

This Agreement for consulting services is made by and between the between the West Contra Costa Transportation Advisory Committee, a Joint Powers Agency existing under the laws of the State of California, (“WCCTAC”) and Fehr and Peers, a (corporation / limited liability company / sole proprietor), with offices located at 2201 Broadway, Suite 606, Oakland, CA 94612, (“Consultant”), (together referred to as the “Parties”) as of February 1, 2023 (the “Effective Date”).

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on February 28, 2025, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect WCCTAC’s right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances and consistent with requirements of the Sustainable Transportation Planning Grant Program.

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

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

1.5 [OPTIONAL] Public Works Requirements. Because the services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a

public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit C. Consultant shall waive, indemnify, hold harmless, and defend WCCTAC concerning any liability arising out of Labor Code Section 1720 *et seq.*

Section 2. COMPENSATION. WCCTAC hereby agrees to pay Consultant a sum not to exceed five hundred seventy-five thousand dollars, (\$575,000) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. WCCTAC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from WCCTAC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to WCCTAC in the manner specified herein.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At WCCTAC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- Any additional information required by Caltrans to process the invoice;
- The Consultant's signature;

2.2 Monthly Payment. WCCTAC shall make monthly payments once reimbursement is made to WCCTAC by Caltrans, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 90 days from the receipt of an invoice that complies with all of the requirements above and receipt of reimbursement payment from Caltrans to pay Consultant.

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

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

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

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

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

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

2.8 Payment upon Termination. In the event that WCCTAC or Consultant terminates this Agreement pursuant to Section 8, WCCTAC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

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

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

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

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

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

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$2,000,000 per occurrence; Bodily Injury and Property Damage \$4,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis

B	<p>Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</p>	<p>\$2,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage; Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.</p>
C	<p>Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</p>	<p>WC: Statutory Limits EL: \$200,000 per accident for bodily injury or disease Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against WCCTAC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement</p>
D	<p>Professional Liability/Errors & Omissions</p>	<p>\$2,000,000 per occurrence \$4,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$300,000 per claim</p>

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

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

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

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects WCCTAC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by WCCTAC, its

officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

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

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

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

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

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

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

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

4.3 All Policies Requirements.

a. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to WCCTAC. Acceptance of Consultant's insurance by WCCTAC shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Consultant. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of WCCTAC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend, and hold harmless WCCTAC and its officers, officials, employees, and authorized volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature to the extent arising out of or in connection with Consultant's negligence, recklessness, or willful misconduct in the performance of the Services.

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

made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. WCCTAC may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to WCCTAC and shall include in such notice the reasons for cancellation.

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

10.3 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state

courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

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

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

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

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

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

Consultant shall not employ any WCCTAC official in the work performed pursuant to this Agreement. No officer or employee of WCCTAC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of WCCTAC. If Consultant was an employee, agent, appointee, or official of WCCTAC in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse WCCTAC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.10 Contract Administration. This Agreement shall be administered by WCCTAC Executive Director, or his designee, identified as Leah Greenblat ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

10.10 Notices. Any written notice to Consultant shall be sent to:

Karina Schneider
Project Manager
Fehr and Peers
2201 Broadway, Suite 602
Oakland, CA 94612

Any written notice to WCCTAC shall be sent to:

John Nemeth,
Executive Director
WCCTAC
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a copy to

Kris Kokotaylo,
General Counsel
Meyers Nave
555 12th Street, Suite 1500
Oakland, CA 94607

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with
report/design responsibility.

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, ~~[[and] C [and D]]~~ **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represents the entire and integrated agreement between WCCTAC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services
Exhibit B Payment Schedule
Exhibit C Public Works Requirements **[DELETE IF NOT APPLICABLE]**
Exhibit [C or D] Expenses **[DELETE IF NOT APPLICABLE]**

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

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

WCCTAC

CONSULTANT

JOHN NEMETH, EXECUTIVE DIRECTOR

JULIE MORGAN, PRINCIPAL-IN-
CHARGE

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO, GENERAL COUNSEL

DRAFT

EXHIBIT A

SCOPE OF SERVICES

Scope of work and staff plan included on following pages.

DRAFT

Date: January 20, 2023
To: Leah Greenblat, WCCTAC
From: Karina Schneider and Carrie Modi, Fehr & Peers
Subject: **Proposal to Provide Support for Richmond Parkway Environmental Justice and Regional Mobility Plan**

OK-P22-1193

Dear Leah,

This letter presents our proposal to provide transportation planning/engineering services to support the Richmond Parkway Environmental Justice and Regional Mobility Plan. The detailed scope of work is described below.

Richmond Parkway Environmental Justice and Regional Mobility Plan Scope of Work

The Fehr & Peers team will deliver the following scope of work based on the fee and schedule noted in this contract. We will abide by all Caltrans Sustainable Transportation Grant rules and agreement requirements for the project.

Task 1. Initiation and Technical Advisory Committee

Kickoff Meeting with Consultant

Fehr & Peers will lead a kickoff meeting with the project team, including CHDC, to review scope, schedule, project goals, consistency with Caltrans' grant requirements, and discuss the composition and role of the TAC and Public Advisory Group.

Project Team Meetings

Fehr & Peers will manage the project and work cooperatively with WCCTAC to ensure alignment on strategy and direction. To successfully manage the project, we propose bi-weekly meetings over approximately 18 months.

Technical Advisory Committee (TAC) Development and Meetings

We understand that the technical advisory body for this project will include the standing WCCTAC TAC plus representatives from Caltrans, Contra Costa County Health Services, Public Works, and Conservation and Community Development departments; BAAQMD; MITC; CCTA; and EBRPD. Given the multidisciplinary and multiagency nature of this project, this feedback will be critical to steer the process and ultimately advance projects. Fehr & Peers will lead presentations to this group up to five (5) times during the project for input and guidance:

1. **Project Kick-Off.** Present project overview, TAC expectations, Task 2 analysis approach, and draft Public Advisory Group roster
2. **Existing and Future Opportunities and Challenges.** Present outcomes of Task 2 analysis and approach for Phase 1 Engagement

3. **Draft Strategies Toolkit.** Present input from Phase 1 Engagement, Draft Toolkit, and approach for Phase 2 Engagement
4. **Draft Preferred Solutions.** Present input from Phase 2 Engagement and Draft Preferred Solutions
5. **Implementation and Financing Strategy.** Present Draft Implementation and Financing Strategy

TASK DELIVERABLES

Kick-off Meeting and Summary; Meeting Agenda and Notes for 36 PM Meetings; TAC Meeting List; Meeting Agendas, Notes, and draft and final PowerPoint Presentations for up to Five (5) TAC Meetings (based on one round of consolidated comments)

Task 2. Information Gathering and Analysis

Fehr & Peers will develop a robust assessment of existing conditions and evaluate future trends with support from ESA. This assessment will feed into an overview of challenges and opportunities in the plan area. Fehr & Peers will package findings in a visual story-telling format that is less reliant on text and more accessible to a variety of audiences, such as community members and funding agencies.

Existing and Future Conditions Analysis

Fehr & Peers will gather necessary data and conduct preliminary studies to provide an overview of existing transportation and public health conditions in the plan area. The approach of these studies is anticipated to be refined through discussions with the TAC, but will likely include:

Regional and Local Bike and Pedestrian Network Analysis. Because previous planning processes have already engaged communities and established needs and priorities for biking and walking in the area, a thorough existing

plan review is a key starting point to establish trust and credibility with community members who have already invested their time and energy in previous planning processes.

Building off our recent work on the Contra Costa County Active Transportation Plan and forthcoming Richmond Bicycle and Pedestrian Action Plan, as well as the Richmond-Area CBTP, Fehr & Peers will review Richmond Parkway biking and walking issues in greater detail to identify constraints, infrastructure gaps, crosswalk assessments, wayfinding, bicycle network connections and intersection needs, ADA accessibility, access to community destinations like the Bay Trail, Parchester Village, and Pinole Point, and bicycle and pedestrian circulation patterns to form the basis of future recommendations. This will be summarized as a consolidated map and table of existing and planned bicycle and pedestrian facilities in the plan area.

Using our Streetscore+ tool, we will assess the pedestrian and bicycle level of traffic stress as a comfort metric. Variables include pedestrian and bicycle infrastructure data and basic roadway characteristics. This analysis will culminate in a level of traffic stress map.

Existing Travel Patterns and Goods

Movement Study. Fehr & Peers developed pre-pandemic AM and PM peak hour vehicle and truck traffic demand volumes and a 22-intersection SimTraffic model for the entire Richmond Parkway from I-580 to I-80, which we will use as the basis for this work. We'll update this data to current conditions by collecting new counts at up to five intersections in addition to up to 10 link segment counts for ADT, vehicle classification, and speeds. This will allow review of current truck volumes on both the Richmond Parkway and adjacent roadways to assess actual and

potential diversion for heavy trucks and passenger cars.

Count data will be supplemented with StreetLight (provided by CCTA) and Wejo data, which will provide information regarding travel patterns and link segment speeds. The findings of this analysis will be presented graphically, which will assist in identifying stakeholder groups affected by potential new goods movement policies, including neighboring residents, truckers, local logistics and industrial companies, and government agencies. This information will be used to refine the Task 3 stakeholder list.

Fehr & Peers will also leverage its previous work with Contra Costa County in the understanding of truck route sign information, truck volumes, and previously-implemented truck cut-through abatement policies and infrastructure improvements in the North Richmond area. The inventory of truck route and directional signage will identify how vehicles are being directed through the plan area and will shed light on how legal and illegal truck movements occur.

Public Health and Equity Impact Assessment. ESA will lead an evaluation of health conditions in the residential communities adjacent to Richmond Parkway, particularly health conditions that may be worsened by proximity to vehicular and goods movement. ESA will review relevant, existing literature and data relating to air quality, noise, and asthma rates to develop an assessment of community public health and equity conditions. ESA has a rich pool of sources to pull from, including publicly-available plans, programs, and data (e.g. AB 617 Richmond-San Pablo Community Air Monitoring Plan, CalEnviroScreen 4.0, and PHASoCal Healthy Places Index), as well as data gathered from

ESA's past and current projects in the region (e.g. City of Richmond Hilltop Horizon Specific Plan Existing Conditions and City of Richmond Climate Action Plan).

Fehr & Peers will support this review by developing a demographic profile of residents living in or near the plan area based on recent Census data, including race, income, and English proficiency. [MTC Equity Priority Communities](#) (EPCs) is a regionally adopted equity area definition and will also be used as a tool to identify areas with concentrations of low-income people and people of color, along with other equity-related factors like rent-burden and people with disabilities. We use EPCs as the equity-focused population throughout this proposal, though, it may be appropriate to consider other ways to define equity populations as they relate to funding opportunities, such as federal designations of [Areas of Persistent Poverty](#) and the [Climate and Economic Justice Screening Tool](#).

Given the particularly harmful impact of truck emissions and noise impacts in this area, Fehr & Peers will review best practice goods movement and neighborhood impact studies, including the Northern California Mega-Region Goods Movement Study, the West Oakland Community Action Plan, the West Oakland Truck Management Plan, the San Francisco Bay Area Goods Movement Plan, and the North Alameda County Truck Access Management Plan, to identify potential strategies to combat truck impacts near the Parkway.

Safe Streets Assessment. Nearly half of the Richmond Parkway is located on either the Contra Costa County or City of Richmond High Injury Network. Using the USDOT and Caltrans-endorsed Safe System approach, Fehr & Peers will conduct a data-driven safety assessment of the corridor. Using the last 10 years of

available SWTRS collision history, we will identify common characteristics for collisions resulting in severe injuries or fatalities. The safety analysis will identify common collision profiles that cross-tabulate multiple variables in addition to locating safety hot spots. This will be used as a basis for identifying appropriate systemic safety improvements in Task 5, including countermeasures to reduce speeding on the Parkway which we know accounts for a high share of KSI collisions. We will use this data along with speed and ADT to identify the appropriate level of bikeway separation based on the [FHWA Bikeway Facility Selection Guide](#) and safety countermeasures at intersections, consistent with [NCHRP 926 Guidance to Improve Pedestrian and Bicyclist Safety at Intersections](#).

Transit Network Study. Reliable, high-quality transit is a key travel demand management strategy for Richmond Parkway and an important service for communities along the corridor. Fehr & Peers will compile existing transit ridership and routing data to assess current transit service and demand in the area, as well as summarize planned transit improvements in recent plans (e.g. West Contra Costa County Express Bus Implementation Plan, the West County High Capacity Transit Study, and Link 21). We will also coordinate with AC Transit on their upcoming bus network redesign project. Finally, we will catalogue bus stop infrastructure along the Parkway, including pedestrian and bicycle access.

Traffic Signal Timing, Phasing and Technology Study. Fehr & Peers will compile known information about traffic signals and technologies within the plan area. This will include approaches to detection, controller and cabinet technology, and accommodation

of bicycles, pedestrians, and transit. Beyond these basic traffic signal characteristics, we will also examine the extent to which emerging technologies are applied within the area, such as Advanced Traffic Signal Performance Measures (ATSPM) or machine-learning systems to examine safety hot spots. Fehr & Peers is leading a traffic signal master plan for Louisville, Colorado benchmarking the city against best practices for traffic signal maintenance and operations—we propose a similar approach for this study. Fehr & Peers will also examine emerging technology applications similar to our approach on Fremont’s [Safe & Smart Corridor](#) which is currently under construction. This assessment will reveal the high-priority traffic signal-related actions available to achieve the mobility and safety objectives for the Parkway.

Review of Future Trends. Fehr & Peers will lead the review of future trends in the corridor with support from ESA. Fehr & Peers will assess the potential for growth in vehicle and goods movement on the Parkway given future development expectations using the CCTA Countywide Travel Demand Model (CCTA Model) and more in-depth data from CEQA studies recently completed by Fehr & Peers in the plan area, including the Truck Traffic Calming Assessment for the North Richmond Neighborhood. While the CCTA Model provides reasonable regional demand forecasts, it does not consider the most up-to-date future development plans along the Parkway, nor does it account for new Plan Bay Area 2050 (PBA2050) land use forecasts.

Fehr & Peers will leverage its work on the I-580 Open Road Tolling project and consider the effects of the PBA2050 land use forecasts on the plan area. Fehr & Peers will also use the truck trip generation estimates prepared for Contra Costa County for future development in

North Richmond to forecast where new truck trip generation will come from and their likely paths of travel to/from the Parkway and/or potential cut-through route usage. We will use outputs from the CCTAModel, with adjustments, along with the SimTraffic operations model from our CEQA studies to determine the potential for continuing and new cut-through traffic impacts to EPCs near the Parkway.

ESA will provide a high-level assessment of future trends relating to land uses with a focus on industrial uses, cost of living and gentrification/displacement, and relevant climate change impacts particularly as these trends relate to EPCs. ESA will utilize its existing data and findings from local and regional projects near the Richmond Parkway, including the City of Richmond Hilltop Horizon Specific Plan: Land Use Existing Conditions memorandum and the Alameda County Environmental Justice Element. As part of these projects, ESA has collected the most recent, available data and analyzed conditions that are relevant to the Richmond Parkway.

In reviewing planned and future land use changes, ESA will consider how industrial uses will impact the community, assess potential increases to cost of living and risk of gentrification and displacement as a result of proposed planning projects, and consider the social and environmental impacts of climate change to the community and community infrastructure. ESA will also assess climate change impacts of extreme heat, wildfire and wildfire smoke, air quality, and water management. Other local and regional plans, programs, and resources to utilize for this assessment will include the AB 617 Richmond-San Pablo's Community Air Monitoring Plan and Community Emission Reduction Plan, and

Envision Contra Costa 2040 (General Plan, Climate Action Plan).

Opportunities and Challenges Analysis

Utilizing findings collected in Existing and Future Conditions Analysis, Fehr & Peers will produce a map with callouts of opportunities and challenges within the plan area. This effort will place a focus on opportunities for improvements that will address environmental justice issues noted in previous studies, such as air quality and multimodal access to employment, schools, and recreation. We will refine the opportunities and challenges based on input from the community described in Task 3 and use this as the basis for determining the focus areas for the "Toolkit" in Task 4.

TASK DELIVERABLES

Draft and Final Existing and Future Conditions Analysis Visual Report (based on one round of consolidated comments), inclusive of all maps and analyses noted above; Draft and Final Opportunities and Challenges Analysis Visual Report (based on one round of consolidated comments)

Task 3. Community Outreach and Participation

Fehr & Peers will manage an equitable engagement program that deploys a combination of in-person and digital outreach methods. We will work in close collaboration with WCCTAC, CHDC, and the Public Advisory Group to develop a Public Engagement Plan that centers resident in EPCs along the corridor, in addition to outreach with key trade groups. Fehr & Peers will develop accessible and highly visual materials for up to six (6) pop-up events, two (2) workshops, three (3) website updates, and up to fourteen (14) neighborhood group meetings. Fehr & Peers

staff trained in transportation-related community engagement who are also native Spanish speakers will provide interpretation and translation services. We anticipate dividing the work into four phases.

Phase 0: Establish the Public Advisory Group and Public Engagement Plan

This Phase will consist of determining the Public Advisory Group roster, identifying Community Partners beyond CHDC, and developing the Public Engagement Plan (PEP) and project style guide. The Public Advisory Group will serve as community liaisons to (1) ensure that the PEP meets community needs and can be delivered successfully, (2) share information with community members, and (3) relay community feedback in Group meetings. The Public Advisory Group may meet up to six times, though we recommend up to four (4) 90-min meetings to reserve budget for public event coordination and graphics development. We will manage risk of having a large stakeholder group by identifying likely perspectives, delivering skilled facilitation, and utilizing breakout sessions when appropriate. While we will aim to have consistent membership, we recognize that as this project evolves, new participants may be added.

Public Advisory Group Roster: CHDC and Fehr &Peers will convene a Public Advisory Group consisting of representatives from local organizations, resident leaders in EPCs, and representatives from relevant trade groups, such as the Harbor Trucking Association and Port of Richmond.

Community Partners: From this Advisory Group, Community Partners may be selected by the team to be more deeply involved in planning and executing community events. Community Partners may be offered payment to coordinate and/or lead up to two (2) public

events each in collaboration with Fehr &Peers and CHDC. We anticipate these Partners may include TRAC, Rich City Rides, Bike East Bay, Groundwork Richmond, Healthy Richmond, Men and Women of Valor, and Richmond Latinos Unidos. We have included a fee breakdown that distributes a large share of CBO payment to CHDC, however, we are flexible in redistributing this depending on CHDC and other CBO capacity.

Public Advisory Group Meeting #1: This meeting will provide an overview of the project and expectations for the Public Advisory Group members. Fehr &Peers with CHDC will present the Draft PEP that details the proposed approach and timeline for feedback. The draft PEP will include opportunities to reach traditionally under-represented communities such as disabled, transit-dependent, and immigrant communities. Fehr &Peers will also lead a discussion on environmental justice and mobility needs and concerns related to the corridor.

Public Engagement Plan: With input from the Public Advisory Group, Fehr &Peers and CHDC will finalize the PEP, which will be organized into three phases to parallel the flow of the technical tasks: (1) Identify Needs, (2) Explore Strategies, and (3) Refine Solutions. For phases with direct public engagement, Fehr &Peers will promote and advertise opportunities to participate with paid Facebook or similar online ads and will develop sidewalk decals with web address and QR codes to inform the public of the project website. Sidewalk decals may be replaced with front yard signs or signs on the edge of the public right-of-way to better reach people who are driving through the area. CHDC will support by placing notices and articles in existing e-newsletters and contacting local business, schools, and institutions.

WCCTAC Board Meeting #1: Fehr &Peers and WCCTAC staff will present a project overview and the draft Public Engagement Plan to inform the Board and solicit feedback.

Project Style Guide: Fehr &Peers will create a project style guide that will inform the design of all public-facing materials, including PowerPoints, boards, and handouts.

Phase 1: Identify Needs

This Phase will focus on confirming needs, opportunities, and challenges related to safety, access, mobility, and health along the corridor as identified in Task 2.

Three (3) Pop-Ups: To overcome the risk of receiving insufficient input from EPC communities, we will focus most of our resources on in-person engagement. We will collaborate with CHDC and Community Partners to deliver pop-up events at highly trafficked events or destinations, such as the Richmond Hilltop YMCA, Parchester Neighborhood Center, and/or La Pulga Flea Market. As Community Partners, Rich City Rides and Bike East Bay may also lead a community bike ride through the plan area to gather input on community concerns.

Three (3) Community Meetings: Fehr &Peers will present key findings from Task 2 and CHDC will facilitate a discussion or activity to gather feedback during three meetings, two of which would be virtual. These meetings may include Neighborhood Council meetings, workshops, or additional pop-ups. It is assumed that WCCTAC will cover the cost of reserving a venue as needed.

Digital Engagement #1: Fehr &Peers will develop an interactive webmap and survey to understand community needs and vision for the corridor.

WCCTAC Board Meeting #2: Fehr &Peers and WCCTAC staff will present the outcomes of Task 2 and Phase 1 engagement to inform the Board and solicit additional feedback.

Public Advisory Group Meeting #2: Fehr & Peers will present the outcomes of Phase 1 engagement, lead a discussion on planned Phase 2 engagement efforts to determine if adjustments need to be made, and facilitate a conversation on strategies to include in the Task 4 Strategies Toolkit.

Phase 2: Explore Strategies

This phase will focus on collecting feedback on the Toolkit and identifying community priorities for solutions. The public-facing version of the Toolkit will be highly visual and will incorporate infographics to relay the potential benefits and challenges of each option. Fehr &Peers will share the Toolkit on the website and host a survey to solicit feedback on preferred solutions.

Public Advisory Group Meeting #3: Fehr & Peers will present the Draft Toolkit and Draft Evaluation Framework for feedback.

Three (3) Pop-Up Events, Three (3) Community Meetings: Fehr &Peers and CHDC, with Community Partners, will plan and execute three (3) pop-up events and up to three (3) additional community meetings, such as Neighborhood Council Meetings, to solicit input on the Toolkit of strategies. Two of the three additional community meetings will be virtual.

Digital Engagement #2: Fehr &Peers will post the Toolkit on the project website accompanied by a short survey for public input.

WCCTAC Boarding Meeting #3: Fehr &Peers and WCCTAC staff will present the outcomes of

this engagement and solicit any final public feedback on the Toolkit.

Phase 3: Refine Solutions

This Phase is focused on accepting final comments on the Solutions and Draft Plan and summarizing the outreach and engagement completed for the project. The presentation of the Final Plan is under Task 8.

Public Advisory Group Meeting #4: Fehr & Peers will present the Draft Preferred Solutions in Task 5 for input.

Digital Engagement #3: Following an offline review of the Administrative Review Draft by WCCTAC staff, the TAC, and the Public Advisory Group, WCCTAC will post the Draft Public Review Plan on the project website and Fehr & Peers and CHDC will notify the public, including Neighborhood Councils, to solicit additional comments before finalizing the Plan.

Public Outreach Summary: Fehr & Peers and CHDC will compile a Public Outreach and Engagement Summary noting number of participants and key findings per each phase of engagement. Fehr & Peers will include this summary as an appendix to the Plan.

TASK DELIVERABLES

Draft and Final Engagement Plan (based on one round of consolidated comments); Three (3) Phases of Interactive Engagement (based on one round of consolidated comments on content) ; Agendas, Materials, and Staffing for three (3) WCCTAC Board Meetings, four (4) Public Advisory Group Meetings, Four (4) Virtual Community Meetings, Two (2) In-Person Community Meetings; Six (6) Pop-ups;; and Draft and Final Engagement Summary (to be completed in phases after Phase 1 and 2 of engagement; final based on one round of consolidated comments)

Task 4. Parkway Strategies Toolkit

Based on the needs identified in Phase 1 engagement, we will develop a robust understanding of mobility and access strategies that are responsive to the needs of adjacent EPC residents. Our approach to the Strategy Toolkit is both bottom-up and data-driven. Task 2 findings and community preferences will inform both the Evaluation Matrix and the key strategies to include in the Toolkit.

The Evaluation Matrix presents an opportunity for community accountability through clear communication of potential benefits and trade-offs in Phase 2 engagement. In this Task, we propose a qualitative evaluation of potential strategies that considers factors that are meaningful to the community and reflect implementation feasibility.

At a minimum, potential strategies must advance public health, access, and mobility. We expect this Toolkit to include, among other components:

- Multimodal street design improvements that support bicycle and pedestrian safety and enhance connections to the Bay Trail, Bay front parks, and other key destinations
- Signal technology applications to facilitate traffic flows along the Parkway
- Truck routing and residential traffic calming treatments to discourage trucks from cutting through EPC neighborhoods
- Transit service enhancements
- Policies and/or programs that prevent displacement

TASK DELIVERABLES

Draft and Final Evaluation Matrix (based on one round of consolidated comments); Draft and Final Parkway Strategies Toolkit (based on one round of consolidated comments)

Task 5. Preferred Solutions

Fehr &Peers will prepare a detailed study of the highest priority strategies from the Toolkit as identified through Task 4 evaluation and Phase 2 engagement. We will develop up to ten (10) 1-2 page cutsheets for priority projects, which will include an infographic of estimated impacts and planning-level costs, and up to two (2) additional graphics. Some strategies will need explanatory diagrams and maps, some may need cross-sections or photosimulations, and others may need 30% plans. We currently assume delivering one (1) mile of 30% plans at 40 scale.

Fehr &Peers, with support from ESA, will conduct high-level analysis and modeling to quantitatively estimate impacts to mobility, access, environmental justice, and public health. Using our SimTraffic model, Fehr & Peers will show potential future impacts of strategy implementation on VMT, heavy truck diversion, and GHG emissions. Fehr &Peers will also use its TravelAccess+ tool to estimate increase in accessibility to key destinations. ESA will deliver metrics as determined through community input—this may include the extent to which strategies will directly or indirectly create jobs, priority and vulnerable populations served, GHG emissions for non-transportation solutions, and urban greening benefits on air quality and extreme heat.

A critical part of this approach is working toward a reliable capital and maintenance cost estimate for WCCTAC to take forward for funding. NCE will cost estimate the priority projects and review concepts to identify potential cost risks and identify potential saving solutions.

Draft Preferred Solutions

Fehr &Peers will develop a draft version of the Preferred Solutions for presentation and discussion with the TAC and the Public Advisory Group during Phase 3 engagement. Discussions will focus on how to refine concepts for efficiency and feasibility, minimize costs, and most directly address community needs.

Final Preferred Solutions

Fehr &Peers will revise the Draft Preferred Solutions based on feedback, in preparation for inclusion in the Draft Plan (Task 7).

TASK DELIVERABLES

Draft and Final Preferred Solutions (based on one round of consolidated comments), including up to ten (10) 1-2 page cut sheets

Task 6. Implementation and Financing Strategy

Fehr &Peers will work with WCCTAC to develop an implementation strategy for the Task 5 Preferred Solutions that highlights partnership opportunities and jurisdictional responsibility. We will develop an implementation timeline, grouping each solution into a short, middle, or long-term goal. If applicable, the timeline will include project phasing.

Fehr &Peers will identify potential funding sources based on the capital improvement and maintenance costs associated with each strategy. The identification of funding sources will also consider the modeled benefits of the preferred solutions analyzed in Task 5 to target high-priority grant and other funding sources.

Our staff are currently developing a trackable database of local, state, regional, and federal funding opportunities for CCTA that will be used to advance this Task.

TASK DELIVERABLES

Draft and Final Implementation and Financing Strategy (based on one round of consolidated comments)

Task 7. Draft and Final Richmond Parkway Environmental Justice and Regional Mobility Plan

Fehr & Peers will integrate deliverables from all previous tasks into an Administrative Draft Plan to be reviewed by the Project Team including WCCTAC staff, the TAC, and the Public Advisory Group. The Administrative Draft Plan will reflect the project's visual style and lean on photos and graphics to be easy to follow and accessible to the public. We have done this successfully for peer agency Plans, including the [Alameda CTC 2020 Countywide Transportation Plan](#).

Fehr & Peers will incorporate comments and revise the Administrative Draft to create a Public Review Draft, which we will post on the website for public comments. We will incorporate feedback into development of the Final Plan. To advance the work, we propose the following Plan outline:

0. Executive Summary
1. Introduction
2. Existing and Future Challenges and Opportunities
3. What We Heard
4. Evaluation Framework and Strategy Toolkit
5. Preferred Solutions
6. Implementation, Financing Strategy, and Next Steps

TASK DELIVERABLES

Draft and Final Outline (based on one round of consolidated comments); Administrative Draft (based on one round of consolidated WCCTAC comments); Public Review Draft (based on one round of consolidated comments); and Final Plan (based on one round of consolidated comments)

Task 8. Plan Presentation

Fehr & Peers will present the Final Plan to the WCCTAC Board of Directors for its acceptance and up to three (3) additional agencies.

TASK DELIVERABLES

Draft and Final Presentation Materials (based on one round of consolidated comments)

EXHIBIT B

COMPENSATION SCHEDULE

Compensation schedule to be included in future draft.

DRAFT

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS

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

HOURS OF WORK:

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

WAGES:

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

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

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

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

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

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

EXHIBIT [C OR D]

REIMBURSABLE EXPENSES

2660944.1

To be incorporated as needed in future draft.

DRAFT

TO: WCCTAC Board

MEETING DATE: January 27, 2023

FR: Leah Greenblat, Transportation Planning Manager

RE: San Pablo Ave. Multimodal Study, Phase 2: Wrap Up and Next Steps

REQUESTED ACTION

1. Accept the work of Phase 2 of the San Pablo Ave. Multimodal Study as complete;
2. Direct WCCTAC staff to pursue multimodal safety improvements, described below as “Element 1”;
3. Direct WCCTAC staff to pursue a “simple” demonstration project of a bus-only lane segment, contingent on local jurisdiction concurrence, described below as Element 2.

BACKGROUND AND DISCUSSION

In 2017, WCCTAC and CCTA were invited to join the Alameda County Transportation Commission (ACTC) as partners in a study of San Pablo Avenue (SPA) from its origin in downtown Oakland to Hilltop Mall in Richmond. The study sought to coordinate transportation planning effort across jurisdictions with a focus on improving transit, active transportation, and safety. ACTC took the lead managing the first phase of the work, with WCCTAC, CCTA, and ACTC all contributing funding. Phase 1 included extensive public outreach efforts.

At the conclusion of Phase 1, ACTC was prepared to advance certain improvements, including a bus-only lane demonstration project. WCCTAC and its member agencies, however, sought additional research before determining what next steps might be pursued. The Alameda and Contra Costa counties’ segments of the roadway differ substantially, particularly in right-of-way (ROW) width. Whereas Alameda County’s ROW width is relatively consistent, in Contra Costa County (CCC) the curb-to-curb width varies from 70-96 feet, which means that the possibility of accommodating a variety of infrastructure types varies tremendously. Phase 2 of the study in CCC was managed by WCCTAC, funded by the CCTA and WCCTAC, and used the same consultant as ACTC and the same consultant used in Phase 1.

In CCC, the focus of Phase 2 has been on conducting technical analysis to respond to questions not fully addressed in Phase 1 due to the unique characteristics of CCC. Throughout the Phase 2 process, WCCTAC staff and the project’s consultant have presented analysis and sought feedback from the WCCTAC TAC and Board. An Executive Summary PowerPoint presentation of this work is included as part of the summary attachment. The consultant also prepared a Technical Materials Summary, also included in the attachment, which goes into greater detail of the Phase 2 study’s

findings. Following completion of the technical analysis, this information was shared with the city councils of El Cerrito, Richmond, and San Pablo as well as the AC Transit Board of Directors, and the East Richmond Neighborhood Council. Following the meeting presentations, WCCTAC received correspondence, attached, from the City of San Pablo and Steve Price of El Cerrito Strollers and Rollers.

Generally, the feedback received from all parties combined was supportive of making San Pablo Avenue safer and more multi-modal. There was near universal support for pedestrian safety improvements and small-scale “spot” improvements for transit. There were mixed opinions about advancing a bus-only lane project, but generally more interest than not. Lastly, some jurisdictions recommended additional public outreach for potential future work, particularly for larger or more complex projects.

WCCTAC staff, and its consultant, prepared possible next steps which the WCCTAC TAC helped shape for the Board’s consideration. Staff and the TAC recommend that the Board support two distinct project elements as next steps. These recommendations will be presented and discussed in greater detail at the January 2023 WCCTAC Board meeting, and are summarized below:

Element 1: Implement a package of multi-modal safety improvements (identified in Appendix D of the Technical Materials Summary)

- CCTA and WCCTAC partner to pursue funding for design
- WCCTAC request that CCTA serve as design lead
- Local jurisdictions would partner for design review and establish maintenance commitment
- Additional outreach during design to confirm project details.
- Following design, position project for capital grant opportunities
- If supported by Board, incorporate into latest draft of Action Plan

There are several benefits to pursuing Element 1 as proposed. First, it relieves local jurisdictions of the burden of securing funding, leading design work, managing outreach, and leading implementation, yet allows them to retain input and decision-making on projects. Additionally, improvements would be designed with consistency along the corridor and could be grouped to allow for a more efficient delivery with economies of scale.

Element 2: Advance a near-term demonstration project on a portion of the corridor with side-running bus lanes

- Contingent on local jurisdiction support
 - Initial interest by El Cerrito and Richmond at a staff level
 - Begin with 1-to-2-mile segment – consider Cutting to Solano (outside of Caltrans jurisdiction)
- Contingent on support and coordination with AC Transit on potential corresponding operational changes

- Recommend a simple, quick-build demonstration rather than a full bus rapid transit service to establish proof of concept in the relative near-term.
- Could include bike facilities where they fit and/or when local jurisdiction and community support prioritize over on-street parking
- The *demonstration project*, should include evaluation after implementation
- Identify a project management lead, which could be CCTA or AC Transit
- CCTA, WCCTAC, and AC Transit partner to identify funding
- Next steps would be seeking funding and outreach as part of concept design development
- If supported by Board, incorporate into latest draft of Action Plan

WCCTAC staff recommends pursuing the safety improvement in Element 1 which includes a series of relatively small improvement projects that benefit pedestrians, bicycles, vehicles, and transit. Additionally, staff recommends a “simple” demonstration scope for Element 2 so that a proof of concept can be established and evaluated, without the risks, cost, and long implementation timeframe for a more complex project. Even a “simple” demonstration project, intended to be implemented relatively soon, will require considerable effort to secure funding, prepare a design, conduct public outreach, and implement. The “simple” demonstration project approach would also be more consistent with the desire we heard from some members of the public to implement transit improvements sooner rather than later.

ATTACHMENTS:

- A. Executive Summary Materials (included separately in the WCCTAC website)
- B. Correspondence Received

From: [Steve Price](#)
To: [Leah Greenblat](#)
Subject: San Pablo Avenue Multimodal Corridor Study
Date: Wednesday, January 11, 2023 4:03:58 PM
Attachments: [logo_05_300px.jpg](#)

Dear WCCTAC,

I've reviewed the latest draft of the San Pablo Avenue Multimodal Corridor Study. I appreciate it as full of valuable information to guide local discussions about the Avenue's future. I am concerned that the study continues to maintain that future bicycling infrastructure on the Avenue will produce a "high level of stress" experience. The proposition is that providing bicycle routes on parallel street will be lower stress, yet the routes proposed will not solve the problem of stress.

Through El Cerrito and Richmond a lot of blocks are long: in Richmond north of I-80, 600 - 900 feet long; in El Cerrito, 700 - 800 feet long. How will riding on the Ohlone Greenway spare you from stressful bicycling on San Pablo Avenue when the blocks that bicycle riders access are that long? Is the study suggesting that bicycle riders ride on the sidewalks?

In addition, the area is plagued with intersections that don't go across San Pablo Avenue—t-intersections. Most intersections are like that in El Cerrito/Richmond Annex and many are found north of I-80 on the Avenue. It makes no sense to expect Richmond Annex people—who don't have a long parallel route on their side of the Avenue—to bicycle on the Avenue to get to another t-intersection to access the Ohlone Greenway. This will not be a low stress path to retail and services that they should be able to access directly by bicycling on the Avenue.

To test actual stress levels, the study needs user testing, that is imagining users coming from specific locations accessing nearby specific Avenue locations. Most of those locations tested should be local destinations that people need to get to on a regular basis: grocery stores, drug stores, hair-cutting salons, and the like. I don't imagine that bike lanes on San Pablo Avenue will be used for long distance bicycle travel to go to other cities. We're not talking about recreational bicycling, we're talking about bicycling for daily living. If bicycle riders want to go the distance, then the alternate routes the study suggests can play a role.

Finally, the curb cuts that produce potential hazardous conflicts between cars and bikes will go away as mixed-use infill development occurs on the Avenue. This study needs to acknowledge that conditions vary from city to city and even block to block, and that the passage of time will produce significant changes to the corridor. I realize that later in the document, bike lanes are shown in avenue designs. I feel that the preface remarks about stress should not be given such emphasis and certainty. Some locations will certainly be more stressful, but blanket analysis is not helpful.

Sincerely,

Steve Price



From: [Sarah Kolarik](#)
To: [Leah Greenblat](#)
Cc: [Dankberg, Adam](#); [Allan Panganiban](#)
Subject: City of San Pablo Staff Comments on the WCCTAC Multimodal Corridor Study
Date: Tuesday, October 18, 2022 8:57:29 AM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)
[EXH A - WCCTAC SPA Multimodal Corridor Study - Staff Recommendations.pdf](#)

Good morning Leah,

Last night San Pablo City Council formally authorized our staff recommendations (attached) for the WCCTAC San Pablo Avenue Multimodal Corridor Study.

Let me know if you have any follow-up questions.

Best,

Sarah Kolarik

She/her/hers

Environmental Program Analyst

“Teamwork San Pablo – 2022 Year of Solidarity”



Public Works Department
510.215.3060 | Main
510.215.3068 | Direct
1000 Gateway Avenue, San Pablo, CA 94806
Email: SarahK@sanpabloca.gov
Website: www.sanpabloca.gov

City Hall Front Counter Hours:

Monday thru Thursday – 11:00am to 4:00pm (*closed Fridays)

Please see website <https://www.sanpabloca.gov/> for other department hours.

COVID-19 Alert:

Please check the City’s website for the most current information about City operations, department hours and links to resources for staying safe during the pandemic.

<https://www.sanpabloca.gov/2676/CORONAVIRUS-COVID-19-INFORMATION>



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Exhibit A

WCCTAC San Pablo Avenue Multimodal Corridor Study:

City of San Pablo (City) Recommendations

Overall:

- City should participate in design review of any improvements that are pursued on San Pablo Avenue.
- City does not commit financial or staff resources for project management, design or construction at this time.

Pedestrian Improvements:

- WCCTAC should proceed with the design of pedestrian safety improvements. City should be part of design review.

Bicycle Improvements:

- WCCTAC should proceed with the design of bicycle safety improvements. City should be part of design review.
- Bus improvements should be designed to be compatible with existing and planned bicycle lanes in San Pablo, as identified in the *Bicycle and Pedestrian Corridor Study* (Resolution 2022-030)

Bus Spot Improvements:

- WCCTAC/AC Transit should proceed with design of transit “spot” improvements (e.g., transit signal priority, queue jumps, level boarding, etc.).
- WCCTAC/AC Transit or other regional entity should identify who can maintain new facilities. The City has a small maintenance crew and cannot commit to maintaining new facilities or infrastructure.
- While improving frequency, reliability and travel time are important for creating a desirable transit system with increased ridership, the City would want to see other transit amenity improvements before implementation of this larger infrastructure project (e.g., wifi on all buses, not just Transbay) to support increased ridership.

Bus-Only Lane:

- If the cities of Richmond and El Cerrito want to continue to study the possibility of a dedicated bus-only lane on San Pablo Avenue, then the City will participate in these efforts.
- Much more outreach needs to be conducted in San Pablo (especially in-person outreach, not just online). Past outreach efforts received very little engagement from San Pablo. Since we are a hard-to-reach community, a lot more effort needs to go into engaging with our residents, businesses, etc. All outreach conducted in San Pablo should be bilingual (English/Spanish). The City has heard some strong opposition to a bus-only lane from San Pablo residents. At this point, City staff do not know how widespread that feeling is across San Pablo, or how perceptions of a bus-only lane could change with additional outreach and education. City staff would help craft an outreach plan, but cannot commit to staff assistance with outreach at this time.

- WCCTAC/AC Transit or other regional entity should identify who can maintain new facilities. The City has a small maintenance crew and cannot commit to maintaining new facilities or infrastructure.
- Future design work should consider:
 - **Loading zones:** A lot of business loading/unloading currently takes place on San Pablo Ave in San Pablo. Future design work needs to address where business loading zones would be located and how they would function, especially since many of the side-streets in San Pablo are narrow and may not easily accommodate the larger trucks that are used for deliveries.
 - **Truck Route:** San Pablo Ave is a designated truck route. Will there be any specific accommodations for oversized transport with respect to the bus lane? There could be operational concerns if the remaining vehicle lane needs to have a width reduction to under 11'.
 - **Parking:** Specifics around parking loss should be identified and communicated to the business community.
 - **Utility conflicts:** Identifying where improvements (e.g., concrete bus boarding islands, concrete bus pads) conflict with utilities (e.g., EBMUD) will be important during design. While improvements may not directly conflict with utilities, past experience has found that utilities do not like having concrete infrastructure on top of their lines.
 - **Caltrans I-80 Integrated Corridor Mobility (ICM):** Based on Kimley-Horn's analysis, a bus-only lane would increase diversion to I-80. Given this diversion, what would be the impacts of a bus-only lane on the I-80 ICM (and vice versa)? How would Caltrans need to be involved?

Center vs. Side-Running Bus-Only Lane:

- San Pablo does not have a grid street system along San Pablo Avenue. Any future consideration of a center-running bus only-lane needs to conduct an extensive analysis of the impacts of closing the non-signalized left turns in San Pablo (e.g., how many vehicles would be impacted, is existing usage for residents or for cut through traffic, how far out of their way would residential vehicles have to travel, etc.).

TO: WCCTAC Board

DATE: January 27, 2023

FR: John Nemeth, Executive Director

RE: WCCTAC Board Member Compensation Discussion

REQUESTED ACTION

Staff recommends that the Board discuss the subject of Board Member compensation and provide direction as needed.

BACKGROUND AND DISCUSSION

WCCTAC's Joint Exercise of Powers Agreement (JPA) states that "Each member and alternate shall serve without compensation". The JPA can be amended to allow for compensation, but amendments require approval by "no less than two-thirds of all member agencies", which translates to 8 of 11 member agencies. Many transportation authorities, transit agencies, and special districts in the Bay Area provide meeting stipends to Board members. For example, the Contra Costa Transportation Authority provides its Board members with \$100 per meeting. However, none of the Regional Transportation Planning Committees (RTPCs) in Contra Costa County, like WCCTAC, currently provide stipends.



El Cerrito

Hercules

December 9, 2022

Pinole

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

RE: December 2022 WCCTAC Board Meeting Summary

Richmond

Dear Tim:

The WCCTAC Board, at its meeting on December 9, 2022, took the following actions that may be of interest to CCTA:

San Pablo

1. Adopted Resolution 22-24 to continue teleconferenced meetings under AB361.
2. Approved WCCTAC Board and TAC meeting calendar for 2023.

If you have any questions, feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "John Nemeth". The signature is written in a cursive, flowing style.

John Nemeth
Executive Director

Contra Costa
County

AC Transit

cc: Tarien Grover, CCTA

BART

WestCAT

ACRONYM LIST. Below are acronyms frequently utilized in WCCTAC communications.

ABAG: Association of Bay Area Governments
ACTC: Alameda County Transportation Commission
ADA: Americans with Disabilities Act
APC: Administration and Projects Committee (CCTA)
ATP: Active Transportation Program
AV: Autonomous Vehicle
BAAQMD: Bay Area Air Quality Management District
BATA: Bay Area Toll Authority
BCDC: Bay Conservation and Development Commission
Caltrans: California Department of Transportation
CBTP: Community Based Transportation Plan
CCTA: Contra Costa Transportation Authority
CEQA: California Environmental Quality Act
CIL: Center for Independent Living
CMAAs: Congestion Management Agencies
CMAQ: Congestion Management and Air Quality
CMIA: Corridor Mobility Improvement Account (Prop 1B bond fund)
CMP: Congestion Management Program
CSMP: Corridor System Management Plan
CTC: California Transportation Commission
CTP: Contra Costa Countywide Comprehensive Transportation Plan
CTPL: Comprehensive Transportation Project List
DEIR: Draft Environmental Impact Report
EBRPD: East Bay Regional Park District
EIR: Environmental Impact Report
EIS: Environmental Impact Statement
EVP: Emergency Vehicle Preemption (traffic signals)
FHWA: Federal Highway Administration
FTA: Federal Transit Administration
FY: Fiscal Year
HOV: High Occupancy Vehicle Lane
ICM: Integrated Corridor Mobility
ITC or RITC: Hercules Intermodal Transit Center
ITS: Intelligent Transportations System
LOS: Level of Service (traffic)
MOU: Memorandum of Understanding
MPO: Metropolitan Planning Organization
MTC: Metropolitan Transportation Commission
MTSO: Multi-Modal Transportation Service Objective

NEPA: National Environmental Policy Act
O&M: Operations and Maintenance
OBAG: One Bay Area Grant
PAC: Policy Advisory Committee
PASS: Program for Arterial System Synchronization
PBTF: Pedestrian, Bicycle and Trail Facilities
PC: Planning Committee (CCTA)
PCC: Paratransit Coordinating Committee (CCTA)
PDA: Priority Development Areas
PSR: Project Study Report (Caltrans)
RHNA: Regional Housing Needs Allocation (ABAG)
RPTC: Richmond Parkway Transit Center
RTIP: Regional Transportation Improvement Program
RTP: Regional Transportation Plan
RTPC: Regional Transportation Planning Committee
SCS: Sustainable Communities Strategy
SHPO: State Historic and Preservation Office
SOV: Single Occupant Vehicle
STA: State Transit Assistance
STIP: State Transportation Improvement Program
STMP: Subregional Transportation Mitigation Plan
SWAT: Regional Transportation Planning Committee for Southwest County
TAC: Technical Advisory Committee
TCC: Technical Coordinating Committee (CCTA)
TDA: Transit Development Act funds
TDM: Transportation Demand Management
TFCA: Transportation Fund for Clean Air
TEP: Transportation Expenditure Plan
TLC: Transportation for Livable Communities
TOD: Transit Oriented Development
TRANSPAC: Regional Transportation Planning Committee for Central County
TRANSPLAN: Regional Transportation Planning Committee for East County
TSP: Transit Signal Priority (traffic signals and buses)
VMT: Vehicle Miles Traveled
WCCTAC: West County Costa Transportation Advisory Committee
WETA: Water Emergency Transportation Authority