



City of San Leandro

Meeting Date: November 7, 2016

Staff Report

File Number: 16-548

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.G.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution Approving a Consulting Services Agreement with Alta Planning + Design, Inc., for the Bicycle and Pedestrian Master Plan Update in the Amount of \$77,038.00 and Authorization for Cumulative Amendments of CSA up to 25% or \$19,259.50 of the Original Agreement and Appropriating \$40,000.00 of Measure B Bicycle and Pedestrian Funds for the Project, Project No. 141-36-351

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve and authorize the City Manager to execute a Consulting Services Agreement (CSA) with Alta Planning + Design, Inc. in the amount of \$77,038.00. The consultant will assist the City in updating the adopted Bicycle and Pedestrian Master Plan, consistent with the Transportation Element of the 2035 General Plan.

Staff recommends that the City Council authorize the City Manager to negotiate and approve amendments to the CSA up to 25% (\$19,259.50) of the agreement amount.

Staff also recommends an appropriation from Measure B Bicycle and Pedestrian funds of \$40,000.00 to supplement previously appropriated funds for Project 141-36-351 of \$70,000.00 to completely fund the work.

BACKGROUND

In 1997, the City adopted a Bikeway Plan as part of the Circulation Element of the City's General Plan. A Pedestrian Element was added to the Bikeway Plan update in 2004. This plan is now titled "Bicycle and Pedestrian Master Plan," which is discussed in the Transportation Element of the 2035 General Plan. The last update to the Bicycle and Pedestrian Master Plan was adopted by City Council in January 2011.

The Plan includes policies and programs that guide the planning and development of bikeways and pedestrian facilities throughout the City. The Plan also includes information

required by grant programs that contribute funding for bicycle and pedestrian improvements. Many grant programs, such as the State of California's Active Transportation Program (ATP), require that the City update its Plan every five years. Because the City's Plan was last updated in 2010, an update is needed.

The update of the Bicycle and Pedestrian Master Plan will be consistent with the City's 2035 General Plan and Complete Streets policy. The update will also satisfy the requirements set forth in the Alameda County Transportation Commission's "Bicycle Master Plan Guidelines" (January 2015), and the "Toolkit for Improving Walkability in Alameda County" (June 2009).

Analysis

Four consulting firms responded to the City's Request for Proposals (RFP). The RFP sought a qualified consultant that specializes in multi-modal mobility and pedestrian/bicycle planning. Alta Planning + Design, Inc., ranked highest based on responsiveness, approach, capacity, ability, experience and references.

The agreement with Alta Planning + Design, Inc. includes a budget of \$77,038.00. The budget includes \$69,998.00 for preparation of the Master Plan, \$3,930.00 for an online survey & analysis, and \$3,110.00 for a trails and bikeways user map. Staff recommends authorization for amendments in an amount not to exceed 25% (\$19,259.50).

Awarding the CSA will require an appropriation from Measure B Bicycle and Pedestrian funds of \$40,000.00 to provide a total of \$110,000.00 to complete the work. The total appropriation will fund the CSA cost (\$77,038.00) as well as staff time (\$13,702.50) and contingency for amendments to the CSA (\$19,259.50).

The Bicycle and Pedestrian Master Plan will be developed with the input of the City Council appointed Bicycle and Pedestrian Advisory Committee (BPAC). The BPAC's primary mission is to guide the development of the Bicycle and Pedestrian Master Plan. Additionally the Measure B and BB grant programs require that the Plan be developed with input from an advisory committee such as the BPAC.

To gather feedback from citizens, staff will invite the general public to participate in four scheduled BPAC meetings throughout the one-year plan update period. Alta Planning + Design, Inc. will also conduct an online survey to collect data on current bicycle and pedestrian behavior, perceptions, and needs. Outreach for plan input will be completed in multiple languages to ensure access and participation from all interested residents.

Current Agency Policies

2015 City Council Goal: Maintain and enhance San Leandro's infrastructure

Applicable General Plan Policies

Policy T-2.1 Complete Streets Serving All Users and Modes. Create and maintain "complete" streets that provide safe, comfortable, and convenient travel through a comprehensive, integrated transportation network that serves all users.

Policy T-2.2 Context Sensitive Design. Be sensitive to local conditions when planning and implementing street improvement projects. The City will work with residents, businesses, and other stakeholders to improve streets in a way that creates a stronger sense of place.

Policy T-3.1 Citywide Bikeway System. Develop and maintain a bikeway system that meets the need of both utilitarian and recreational users, reduces vehicle trips, and connect residential neighborhoods to employment and shopping areas, BART stations, schools, recreational facilities and other destinations throughout San Leandro and nearby communities.

Policy T-3.2 Funding. Maximize the City's eligibility for funding for bicycle and pedestrian improvements, and aggressively pursue such funding to complete desired projects.

Policy T-3.3 Designing for Multiple User Groups. Recognize the dual needs of experienced cyclists relying on bicycles for commute trips and daily travel and less experienced cyclists using bicycles principally for recreation. Where needed, develop facilities designed to serve each user group, with recreational routes primarily using low-volume streets and off street bike paths.

Policy T-3.5 Accommodation of Bicycles and Pedestrians. Require new development to incorporate design features that make walking, bicycling, and other forms of non-motorized transportation more convenient and attractive. Facilities for bicycles and pedestrians, including secured bicycle parking, clearly marked crosswalks, well-lit streets and sidewalks, landscaping, and street furniture should be provided within new employment areas, shopping destinations, multi-modal transportation facilities, and community facilities.

Policy T-3.6 Pedestrian Environment. Improve the walkability of all streets in San Leandro through the planning, implementing, and maintaining of pedestrian supportive infrastructure.

Environmental Review

This project qualifies for a statutory exemption from the California Environmental Quality Act (CEQA) per California Public Resources Code Section 21083 and CEQA Guideline Section 15262 "Feasibility and Planning Studies".

Summary of Public Outreach Efforts

The planning of the Bicycle and Pedestrian Master Plan Update was presented to the general public through the BPAC meetings on November 17, 2015, and April 27, 2016.

Four meetings of the Council-Appointed BPAC will be conducted within the next twelve months to solicit input from the public. An online survey will also be conducted to collect data on current bicycle and pedestrian behaviors, perceptions, and needs.

Fiscal Impacts

The estimated cost of the CSA of \$77,038.00 includes the Bicycle and Pedestrian Master Plan Update, Online Survey & Analysis, and Trails and Bikeway User Map. If amendments to the agreement are needed, the total amount of the amendments will not exceed \$19,259.50.

Staff recommends the appropriation of Measure B Bicycle and Pedestrian funds of \$40,000.00 to supplement the \$70,000.00 of previously appropriated funds. The appropriation will fund the total CSA cost (\$77,038.00) as well as staff time (\$13,702.50) and contingency for amendments to the CSA (\$19,259.50).

Budget Authority

Current funding for the Bicycle and Pedestrian Master Plan Update is \$70,000.00 in account no. 141-36-351, appropriated in the 2016-17 budget.

Staff is requesting City Council approve an additional appropriation needed for this project of \$40,000.00 for account no. 141-36-351, in 2016-17 from fund balance.

ATTACHMENT(S)

- CSA - Alta Planning + Design, Inc.

PREPARED BY: Reh-Lin N. Chen, Senior Transportation Engineer, Engineering and Transportation Department

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
ALTA PLANNING + DESIGN, INC.
FOR
BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Alta Planning + Design, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2016 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A 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 June 30, 2018, the date of completion specified in Exhibit A, 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 the City'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 in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, 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 City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$77,038.00, 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 B, regarding the amount of

compensation, the Agreement shall prevail. City 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 City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City 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. City 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 City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City

shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 Final Payment.** City 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 City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City 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.** 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.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. 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 the City or Consultant terminates this Agreement pursuant to Section 8, the City 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.** The 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. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall

be in the sole discretion of City. In no event shall City 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 fully executing 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 City 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 the City. 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 City. **VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION.** Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000.00** per accident. In the alternative, 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. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

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, agendas, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$1,000,000.00** and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000.00** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** 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. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. 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.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000.00** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. 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 shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

- 4.4.1 **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.
- 4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 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 the City.
- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City 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.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

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 City. City 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 Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, 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 City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City 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 and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant’s failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 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 City is bound by the terms of such fiscal assistance program.

- 7.4 **Licenses and Permits.** Consultant represents and warrants to City 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 City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 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.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 14 days' written notice to City 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; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City 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 City 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 City 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, City's remedies shall include, but are not 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 City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City 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 the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, 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 the City 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 Subsection 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 the City. 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 City or as part of any audit of the City, 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 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.

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

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 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 the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 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 California Government Code Section 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 the City 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 California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 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.
- 10.9 Contract Administration.** This Agreement shall be administered by Reh-Lin N. Chen ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
Bret Hondorp, AICP
Vice President
Alta Planning + Design, Inc.
100 Webster Street, Suite 300
Oakland, CA 94607

Any written notice to City shall be sent to:
Reh-Lin N. Chen, Senior Transportation Engineer
Engineering & Transportation Department
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Technician
835 East 14th Street
San Leandro, CA 94577

- 10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

- 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.

- 10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

Alta Planning + Design, Inc.

Chris Zapata, City Manager

Brett Hondorp, Vice President

Attest:

N/A
Consultant's DIR Registration Number, if applicable

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

Account Number: 141-36-

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

Form 700 Not Required

Form 700 Required

Keith R. Cooke
Engineering & Transportation Director

1969630.2 (2015)

EXHIBIT A

SCOPE OF SERVICES

Alta Planning + Design, Inc. will conduct the following Tasks:

Task 1 - Project Management

1.1 – MANAGEMENT

Alta's Project Manager, Jeff Knowles, will be in regular contact with the City throughout the contract period. He will hold monthly scheduled progress meetings with the City (via conference calls) to keep the City informed of project efforts, seek input at important decision points, and ensure that the project remains on time and within budget. Regular communication will include email, telephone, and written communications.

Quality Assurance/Quality Control

Ensuring a quality product delivered to the City will be the responsibility of the Principal-in-Charge, Hugh Louch, whose primary role will be to ensure the integration of goals of the project and to verify the accuracy and consistency of project deliverables. Our team employs a three-tier quality control system that includes (1) an in-house editor who reviews all materials, (2) independent review by principals, and (3) in-house scheduling and management tools. Our QA/QC process will provide both plan verification and schedule compliance. All members of the project team have the authority to identify quality problems and initiate, recommend, provide, and verify the necessary solutions.

Project Schedule & Budget

Alta will prepare and maintain a project schedule throughout the life of the project. The Alta will review and update schedule will at set intervals such as progress meetings. Alta will oversee the budget expenditures and ensure the rate of labor hours matches with the status of work products. Alta's project manager will review budget of internal staff and subcontractor's.

1.2 - PROGRESS MEETINGS AND INVOICING

As part of the invoicing, Alta's project manager will facilitate monthly project status meetings (via phone conferences) with the City to discuss progress towards completion of project tasks, potential issues and challenges, and potential solutions to overcome those issues.

Alta will provide staff an agenda in advance of each meeting and meeting minutes after each conference call that include a list of action items for completion during the following month(s). This scope assumes thirteen (13) phone conference meetings for a total project duration of thirteen (13) months.

1.3 - KICK-OFF MEETING & DATA COLLECTION

Alta will hold a kick-off meeting with the City to:

- Review project purpose
- Review project scope of services
- Review project goals and objectives
- Review data request memorandum
- Collect available data and published materials
- Discuss project stakeholders
- Establish progress meeting schedule

- Establish communication and report protocol
- Establish invoicing protocol

In advance of the kick-off meeting, Alta will prepare the meeting agenda, an initial project schedule, and a data needs request memorandum that lists major items needed to advance the project, including planning and policy documents for review as well as GIS data. The City will schedule the kick-off meeting and secure a meeting location.

Within one week of the kick-off meeting, Alta will provide meeting minutes and a detailed project schedule. Alta will also revisit the scope of work after the kick-off meeting to consider potential cost-neutral adjustments to the staff hours and resources devoted to each task. If necessary, Alta will submit an amended scope of work to the City for approval before any additional tasks are initiated.

1.4 - COMMISSION, COMMITTEE, AND COUNCIL MEETINGS

Alta will attend and be available to answer questions at up to one (1) Planning Commission meeting, up to one (1) Facility & Transportation Committee meeting, and up to two (2) City Council meetings. Alta will prepare necessary accompanying materials ahead of the meetings - including agendas and PowerPoint presentations for the Bicycle and Pedestrian Master Plan Update portion of the meetings - and will provide meeting minutes on the sections of the meetings relevant to the Bicycle and Pedestrian Master Plan Update within the week following each meeting.

Task 1 Deliverables:

- Kick-off, Progress, Commission, Committee, and Council meeting agendas and meeting minutes within one week of the meeting
- Data needs request memorandum
- Amended scope of work and project schedule (if necessary)
- Monthly invoices
- Up to thirteen (13) Progress meetings
- One (1) Kick-off meeting
- One (1) Planning Commission meeting and any necessary materials such as a PowerPoint presentation
- One (1) Facility & Transportation Committee meeting and any necessary materials such as a PowerPoint presentation
- Up to two (2) City Council meetings and any necessary materials such as a PowerPoint presentation

Task 2 - Community Outreach

Alta believes in the importance of reaching a broad audience within the study area beyond the typical “strong and fearless” bicyclists, including people who bicycle or walk as a primary mode of transportation, who use bicycling and walking for exercise or recreation, or who would like to bicycle or walk more with their children and other family members.

In order to involve the broadest cross-section of the community as possible, Alta recommends using a stakeholder engagement strategy that makes participation easy and convenient, and that generates excitement about the possibilities for bicycling and walking within the study area. To that end, Alta develops and facilitates public outreach workshops that engage the community in a fun and collaborative manner, and Alta will maintain an active dialogue throughout the project process.

An online presence is a cost-effective way to promote the project and reach a wide audience. The City’s existing website can serve as a second avenue of public engagement, and complement the outreach

meetings. Alta will provide project deliverables to the City in PDF or other suitable file format as website content for the City to post online. Materials may include: plan process and schedule information, upcoming meeting notices, downloadable maps, display boards from the workshops, and draft and final deliverables.

2.1 - BPAC MEETINGS

Alta will attend and facilitate up to four (4) San Leandro Bicycle and Pedestrian Advisory Committee (BPAC) meetings, providing agendas ahead of each meeting, meeting minutes within the week following each meeting, and any necessary accompanying materials, such as a PowerPoint presentation, for each meeting. Alta will also provide meeting notices in formats appropriate for print and web publication to the City for distribution. Alta recommend reserving the first BPAC meeting to discuss the project scope and schedule, plus project goals and policies, in which the BPAC and the public can review the goals and policies discussed at the kick-off meeting and suggest edits. Alta recommends reserving the second BPAC meeting as a public workshop to discuss existing conditions and needs, at which Alta will organize multiple interactive stations to solicit feedback, including a kids' activity station to encourage entire families to attend. Alta recommends reserving the third BPAC meeting as a public workshop to review the list of proposed projects and their prioritization, and reserving and the fourth BPAC meeting as an opportunity to walk through the public review draft and solicit any remaining comments at the end of the proposed public review period.

2.2 - ONLINE SURVEY

Alta will develop an online survey to collect data on the communities' bicycle and pedestrian existing behavior, perceptions, and needs. The survey will help create a profile of how and where people currently bicycle and walk, provide insight into what location-specific barriers and issues are preventing them from bicycling and walking more, and identify how different facility types may help overcome those barriers and issues. Alta will provide one (1) draft survey to the City, and after receiving internally-consistent comments, will provide one (1) final survey that can be shared with the public. Alta recommends the survey be made available for approximately three (3) months at the start of the project. Alta will compile, analyze, and summarize survey results to be included in the Needs Analysis technical memorandum.

2.3 - TRAILS AND BIKEWAYS USER MAP

Using the data collected from optional Task 2.2 Online Survey, Alta will develop a user-friendly, easy to read map that will denote bikeway/trail suitability and route/trail numbers (if the numbering system remains in place), as well the location of bicycle support facilities, recreation facilities, activity centers, and bicycle repair shops for distribution to the public. On the reverse side of the map, Alta will lean on our in-house graphic design capabilities to build upon the City's 2010 bicycle map and safety brochure to create an up-to-date guide on bicycle safety, traffic laws, and other pertinent information to be determined through collaboration with City staff. Alta will provide the City with an administrative draft, and after receiving one set of internally-consistent comments, Alta will provide an updated, working group draft. Once the City returns a second set of internally-consistent comments, Alta will produce an updated, final draft of the trails and bikeways user map in a print-ready format.

TRANSLATION SERVICES (OPTIONAL)

If desired, Alta can provide Spanish translation services for documents for public review and can offer interpretation services at public meetings.

Task 2 Deliverables:

- Up to four (4) meeting notices (in a format suitable for print and web publication)
- Up to four (4) meeting agendas

- Up to four (4) meeting minutes within one week of the meeting
- Up to four (4) PowerPoint presentations
- Online survey
- Trails and Bikeways User Map

Task 3 - Vision & Goals

3.1 - LONG-TERM VISION

Communicating a cohesive long-term vision for bicycling and walking in San Leandro that highlights the City's growing population, high-quality of life, family-focus, and status as an emerging technology hub is essential for setting the stage for the plan update. This brief introductory statement will conform to the City of San Leandro General Plan and Complete Streets Policy. It will also draw upon ideas and information communicated in the kick-off and early BPAC meetings to present a big picture view of what a bicycle and pedestrian network that accommodates people of all ages and abilities will look like for the City of San Leandro and its residents.

3.2 - PROJECT SETTING

In conformance with the Alameda County Transportation Commission (ACTC) bicycle and master plan guidelines, Alta will summarize San Leandro's demographic and socioeconomic trends over the past decade, and map and highlight major activity centers - including medical centers, residential neighborhoods, parks, public buildings, schools, shopping centers, and major employment centers. Alta will use in-house Benefit Impact Model to estimate the number of existing bicycle and pedestrian trips in San Leandro (both in absolute numbers and as a percent of all trips), as well as create a baseline of greenhouse house emissions diverted by bicycle and pedestrian trips. By identifying areas in which there are a growing number of families, increasing number of jobs, and changing income levels, Alta will begin to identify areas where there is a growing potential for bicycle and pedestrian trips and where investments may be most cost-effective and beneficial.

3.3 - RELATIONSHIP TO OTHER PLANS

To create consistency between the plan update, neighboring jurisdictions, and other plans in the City of San Leandro, Alta will review a list of relevant planning documents (e.g., plans, policies, and studies) that may influence the project study area and will describe the relevant projects, policies, priorities, and/or funding included within them. The City will provide Alta with a list of relevant planning documents at the kick-off meeting and will provide a review copy if the document is not available electronically. Documents for review will include, but is not limited to, the following:

- San Leandro 2035 General Plan Addendum (under development)
- Bay Fair Transit-Oriented Development Specific Plan (under development)
- San Leandro Creek Trail Master Plan Study (under development)
- Complete Streets Policy of the City of San Leandro (2013)
- Alameda Countywide Pedestrian Plan (2012)
- Alameda Countywide Bicycle Plan (2012)
- City of San Leandro Bicycle and Pedestrian Master Plan (2010 Update)
- Regional Bicycle Plan for the San Francisco Bay Area (2009 Update)
- Downtown San Leandro Transit-Oriented Development Strategy (2007)
- Complete Street & Active Transportation Best Practices

3.4 - COMPLETE STREET & ACTIVE TRANSPORTATION BEST PRACTICES

The best way to succinctly demonstrate the potential for bicycling and walking in San Leandro is to visually display the range of facility types that can be implemented. Using images and descriptions from Alta's involvement in the creation of the NACTO Urban Bikeway Design Guide, as well as the NACTO Urban Street Design Guide, FHWA's Achieving Multimodal Networks, and other recent design guidelines, Alta will provide a review of best practices from California and around the country that are specifically applicable to San Leandro.

3.5 - CONFORMANCE WITH FUNDING REQUIREMENTS

Alta will prepare a table summarizing how the plan satisfies each of Caltrans' Active Transportation Program (ATP) requirements and ACTC Bicycle Master Plan Core Elements. This table will allow for a quick review of the plan's conformance to funding requirements, thus avoiding the need to search throughout the document for the various applicable sections. Alta will provide this table at the beginning of the document or as one of the appendices. Caltrans have approved all of Alta's bicycle and pedestrian plans in California, and Alta is expert at ensuring that each local agency qualifies for ATP and other funding.

3.6 - COMMUNITY INVOLVEMENT IN PLAN

Alta will summarize community involvement in the plan update, including the date, location, and times of the BPAC, Planning Commission, Facility & Transportation Committee, and City Council meetings, as well as the attendance and efforts to market the meeting. Alta will document specific feedback from the public identified in Task 5.

3.7 - RECENT PROJECT & PROGRAM EXPENDITURES

Documenting successful projects completed between the previous plan and current update can go a long way in inspiring enthusiasm among stakeholders. Alta will summarize annual bicycle and pedestrian expenditures in San Leandro and will illustrate recently completed projects per ATP requirements.

TASK 3.8 - GOALS & POLICIES

The Plan's goals, policies, and objectives will support the Plan's vision and set the foundation for project development, prioritization, and implementation. Based on feedback received at the Kick-off Meeting and the first BPAC meeting, Alta will update the list of goals, ensuring they match with citizens' needs, overarching City goals, and county and state guidelines. Each goal will be paired with a series of related policies or objectives by which to accomplish the goal.

This task will be summarized in an administrative draft technical memorandum. The City will provide one internally-consistent, consolidated list of edits, which will be incorporated into a working group draft memorandum. The City will review and approve one internally-consistent, consolidated list of edits from the working group, which will be incorporated into the final draft memorandum and compiled into the Initial Draft Bicycle and Pedestrian Master Plan, described in Task 8.

Task 3 Deliverables:

- Vision and Goals Technical Memorandum (Administrative, Working Group, and Final Drafts)

Task 4 - Existing Conditions

Alta will illustrate and document existing bicycle and pedestrian conditions in San Leandro in compliance with ATP requirements. Using City provided data, Alta will map existing bicycle facilities and regional connections (along with highlighting the total miles of bikeways in San Leandro), support facilities (including

short-term bicycle parking, long-term bicycle parking, publicly available lockers, changing rooms, showers, bicycle skills parks, and bicycle repair shops), pedestrian facilities, and multimodal connections.

Alta will also provide a description of the existing programs (including Safe Routes to School, Safe Routes to Transit, enforcement and security, and employer incentives), and existing bicycle- and pedestrian-related data (including a summary of ACTC count data and trends, identification of planned count locations, and a description of how count trends can guide future investment in bicycle and pedestrian infrastructure). Additionally, Alta will work with the City and BPAC to evaluate the previously proposed bicycle route numbering system and provide a discussion about existing wayfinding in San Leandro.

This task will be summarized in an administrative draft technical memorandum. The City will provide one internally-consistent, consolidated list of edits, which will be incorporated into a working group draft memorandum. The City will review and approve one internally-consistent, consolidated list of edits from the working group, which will be incorporated into the final draft memorandum and compiled into the Initial Draft Bicycle and Pedestrian Master Plan, described in Task 8.

Task 4 Deliverables:

- Existing Conditions Technical Memorandum (Administrative, Working Group, and Final Drafts)

Task 5 - Needs Analysis

Identifying needs is a critical step in any bicycle and pedestrian master plan process. Needs are identified through a combination of public outreach, a review of land use patterns, transit and campus connectivity, and existing or potential safety issues. Optional analyses include a review of equity within the study area, a health profile of San Leandro residents, and a level of traffic stress analysis.

5.1 - LAND USE, TRANSIT, & CAMPUS CONNECTIVITY

Alta will map and conduct a thorough review of the following connectivity issues in San Leandro:

- Existing and planned land use
- Existing and planned transit routes
- Existing and planned large campus facilities, including schools and medical centers

This analysis will help ensure that proposed facilities are directed in coordination with the City's planned land use and development around multimodal corridors or near campuses.

5.2 - SAFETY ANALYSIS

Concern about safety is one of the most common reasons for not bicycling or walking. Alta will perform a detailed analysis of the most recently available five (5) years of collision data from the San Leandro Police or Engineering & Transportation Department (if available) or from the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS). Alta will produce a map of bicycle- and pedestrian-involved collisions, along with a summary of collision trends and contributing factors.

5.3 - PROGRAM AND POLICY NEEDS

Alta will build off of feedback from City staff and residents to identify programmatic and policy gaps in San Leandro. This analysis will focus on the five E's (engineering, education encouragement, enforcement, and evaluation) and will help isolate community needs not currently being met by existing programs and policies that are out of sync with the Plan's goals or resident behavior.

5.4 - COMMUNITY FEEDBACK

Alta will summarize and map community feedback from public meetings, survey, and other public outreach efforts. This summary will provide the foundation for proposed facilities in Task 6 and will help demonstrate

back to the public that their input was heard and influenced the planning process while allowing the public to see how their comments sit in relation to the rest of the community's concerns.

This task will be summarized in an administrative draft technical memorandum. The City will provide one internally-consistent, consolidated list of edits, which will be incorporated into a working group draft memorandum. The City will review and approve one internally-consistent, consolidated list of edits from the working group, which will be incorporated into the final draft memorandum and compiled into the Initial Draft Bicycle and Pedestrian Master Plan, described in Task 8.

ANALYSIS TOOLS (OPTIONAL)

The following optional analysis tasks can be provided for an additional fee.

Equity

Alta can identify the location of MTC's Communities of Concerns within the City of San Leandro and analyze if any disparity between the allocation of bicycle and pedestrian facilities or programs exists.

Health

Alta can examine available health data from the Alameda County Public Health Department and state sources to identify existing health challenges or concerns in San Leandro. This data will help identify opportunities to develop active transportation infrastructure and programs that may help improve health outcomes within San Leandro.

Level of Traffic Stress

Alta has developed a Level of Traffic Stress (LTS) analysis based on the method created by the Mineta Transportation Institute (MTI). This analysis incorporates data about bicycle infrastructure and roadway, intersection, and traffic characteristics to rate each street segment in a network across four levels.

Each block-length segment of the street network available to bicyclists will be assigned a stress level based on available data. Data inputs could include the number of traffic lanes, bicycle facilities, parking facilities, posted speed limit, and intersection treatments. This allows Alta to identify weak links in the City of San Leandro's bikeway network.

The classified roadways will be delivered as a data product and also mapped and summarized in the needs analysis technical memorandum.

Task 5 Deliverables:

- Needs Analysis Technical Memorandum (Administrative, Working Group, and Final Drafts)

Task 6 - Recommended Projects, Programs, & Policies

6.1 - PROPOSED FACILITIES

Based on the project vision, goals, and needs analysis, Alta will prepare a draft network of recommended active transportation projects, including maps and summaries of proposed bicycle facilities (including Class I through Class IV bikeway facilities), bicycle support facilities (including short- and long-term bicycle parking), pedestrian facilities (including sidewalks, enhanced crossings, pathways, intersections upgrades, signal timing modifications, lighting, and landscaping improvements), and multimodal connections to active transportation facilities. Alta will rely on the latest available guidance from Caltrans, FHWA, and NACTO to provide the City with cutting-edge facilities types that will invite more people to bicycle and walk and that will more safely accommodate these increasing volumes over time.

Alta will prepare a recommended project list containing detailed information on project location/extent, existing corridor conditions, and other related information. The Plan may also include recommended future

feasibility studies. The best candidates for feasibility studies are proposed bicycle and pedestrian projects involving significant changes to the street right-of-way, impacts to motor vehicle parking, or reductions in Level of Service (LOS). Alta will work closely with the City to identify the types of bicycle and pedestrian improvements with which each City department are comfortable.

6.2 - PROPOSED PROGRAMS AND POLICIES

Becoming a truly bicycle- and pedestrian-friendly community requires a multi-faceted approach, including strategies beyond traditional engineering and infrastructure projects. By working directly with the public through education and encouragement/marketing programs, the City has the potential to raise awareness and acceptance of bicycling and walking as normal, healthy, fun parts of everyday life. Education activities include workshops, classes, and communication strategies that help residents understand how to bicycle, how bicycling and walking benefit them, and how to help all road users adjust to changes as more people are bicycling and walking. Encouragement and marketing activities include a variety of events, contests, and promotional activities intended to foster excitement about bicycling and walking in San Leandro. Alta is the only bicycle and pedestrian planning firm with a team dedicated specifically to planning and implementing education and encouragement/marketing programs, and Alta will build upon the existing programs noted in the Task 4 to identify potential programs and policies for the City of San Leandro.

Potential educational campaigns include:

- Media campaign for bicyclists and motorist behavior
- Expanded Safe Routes to School programs
- Earn-a-bike programs that teach adults and children how to repair bicycles while providing them with working bicycles
- Youth and adult bicycle skills training courses
- Senior citizen walking safety courses
- Classes, workshops, and rides aimed at women and families
- Safety education messages in City publications
- Helmet and bicycle light giveaway programs
- Education campaigns coordinated with bikeway implementation that teach all road users how to deal with new facility types

Potential encouragement/marketing programs may include:

- Open Streets events
- Bike Buddy programs
- Safe Routes for Seniors
- Women on Bikes
- Bicycle Benefits program
- Business/employer incentive programs
- School Bicycle Trains
- Bicycle Valet at major events

Recommended programs will include information about the program's purpose, likely lead and partner entities, relative cost, and links to model programs. Recommendations will be based both on results of the

previous tasks that identified problem areas plus experience gained in communities around the region and the country.

Alta will also work with the San Leandro Police Department staff to build upon current, documented enforcement practices, and will provide suggested enforcement activities that will help to improve safety of all road users. Enforcement activities can help identify areas where laws and ordinances should be changed to accordance with best practices; training or practices for law enforcement officials; community enforcement strategies (such as a hotline for identifying areas of chronic concern for traffic infractions); and public education about laws and responsibilities related to bicycling and walking. Examples include:

- Traffic safety diversion program (in lieu of fines)
- Legal training to inform bicyclists and motorists of the rights and obligations of each party
- A training video for police department use that covers bicycling issues
- Formation or expansion of a bicycle patrol unit
- Bicycle theft sting operations

This task will be summarized in an administrative draft technical memorandum. The City will provide one internally-consistent, consolidated list of edits, which will be incorporated into a working group draft memorandum. The City will review and approve one internally-consistent, consolidated list of edits from the working group, which will be incorporated into the final draft memorandum and compiled into the Initial Draft Bicycle and Pedestrian Master Plan, described in Task 8.

PERFORMANCE MEASURES, DATA COLLECTION PLAN, & IMPLEMENTATION SCORECARD (OPTIONAL)

Optionally, Alta will create a set of quantitative and qualitative performance measures that are designed to evaluate progress towards creating a bicycle- and pedestrian-friendly city in which there are an increasing number of people bicycling and walking, improvements to safety of all road users, and institutional adoption of recommendations from the plan update.

One specific section of the performance measures could be related to bicycle and pedestrian system usage, which historically has been collected through manual counts. Alta is currently researching the potential of alternative, more cost-effective count technology to supplement or replace manual counts and has identified the San Leandro BART Station and the Kaiser Medical Center as pilot count locations. Alta will combine our knowledge of best practice count methods through our development of the National Bicycle and Pedestrian Documentation Project along with localized knowledge gained through our count technology research to provide recommendations for a data collection plan that includes locations, rotation schedule, potential data collection technology, and extrapolation methods.

Another section of the performance measures could relate to the buildout of the proposed bikeways and walkways. Alta will work with the City to understand how data is currently tracked about facility location, type, and condition. Likewise, Alta will work with the client team to understand how information about collisions is tracked and recorded. Recommendations will be made about ways to improve these processes, if needed.

Once the performance measures have been finalized, Alta will create benchmarking recommendations in the form of an annual “scorecard” that will help the City to track the proposed performance measures and data collection plan. This optional task will provide a starting point for status reports to the San Leandro City Council, help focus grant application efforts, and lay the foundation for future plan updates.

Task 6 Deliverables:

- Recommended Projects, Programs, and Policies Technical Memorandum (Administrative, Working Group, and Final Drafts)

Task 7 - Implementation and Evaluation

7.1 - PLANNING-LEVEL COST ESTIMATES

ActiveWayz Engineering, with oversight by Alta, will provide planning-level cost estimates for each of the proposed projects. Alta will prepare a project database in Microsoft Excel listing detailed information on each proposed segment, existing facility type, and proposed facility type. Planning-level costs will be separated between land acquisition, site preparation, planning, design and engineering, construction, and environmental documentation/mitigation costs. Unit costs for design, construction, and environmental clearance of facilities will be based on costs for similar facilities in California and will be discussed with City staff to ensure the costs match recent bids in the Bay Area. Alta will also provide an updated discussion of maintenance costs by facility type.

7.2 - PROJECT PRIORITIZATION & BIKE/PED COORDINATION

Using the 2010 Plan prioritization criteria (connection to activity centers, accessibility, safety, connectivity, transit access, walkability, and funding and implementation), Alta will re-prioritize the proposed bicycle and pedestrian projects. Alta will work with the City to sort the prioritized projects into three categories: near-term, medium-term, and long-term priorities. Additionally, Alta will work with the City to develop secondary high-priority project list and update the five-year expenditure plan that puts forward a strategy for use of Measure B and BB sales tax revenue, including the use of these funds as a match for state and federal grants.

Alta will provide up to three priority project sheets that include the information required for grant applications. These sheets provide a tool to help San Leandro quickly implement projects by readying the City to apply for state and federal grants. Alta will use high quality photos and design guideline graphics to describe and articulate project intent.

This task will take place after projects have been prioritized through the planning process but before completion of the final plan.

7.3 - POTENTIAL FUNDING SOURCES

Alta has helped communities around the country apply for and win over \$200 million in bicycle and pedestrian funding. Alta are familiar with virtually all California and federal sources for active transportation funding, including the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and the One Bay Area Grant (OBAG) program. Alta will identify potential major funding sources that will help supplement Measure B and BB funds, along with their associated criteria and application requirements.

PROJECT CONCEPTUAL DESIGN (OPTIONAL)

Alta understands the importance of balancing the need to provide detail about proposed projects and limitations associated with the CEQA/NEPA review process. Optionally, Alta will provide high-level conceptual design for up to ten (10) projects, including a map of the project location, existing and proposed cross-sections, description of existing conditions, and description of proposed facilities.

DESIGN GUIDELINES (OPTIONAL)

Alta will update the design guidelines to reflect changes in best practices and in coordination with the City's Complete Streets policies. The update will include, but is not limited to, the following:

- Bikeway, trail, and sidewalk recommended widths
- Bikeway and trail intersection guidance
- Bicycle detection recommendations
- Striping and signing recommendations
- Bicycle parking recommendations by land use type
- Pedestrian improvement standards, accessibility issues, and crosswalk Prioritization Policy
- Creek Trail standards

This task will be summarized in an administrative draft technical memorandum. The City will provide one internally-consistent, consolidated list of edits, which will be incorporated into a working group draft memorandum. The City will review and approve one internally-consistent, consolidated list of edits from the working group, which will be incorporated into the final draft memorandum and compiled into the Initial Draft Bicycle and Pedestrian Master Plan, described in Task 8.

Task 7 Deliverables:

- Implementation and Evaluation Memorandum (Administrative, Working Group, and Final Drafts)
- Three (3) Priority Project Sheets

Task 8 - Plan Delivery

8.1 - DRAFT PLAN UPDATE

Alta will compile the content developed and reviewed by the City in Tasks 1 through 7 and prepare a draft version of the Bicycle and Pedestrian Master Plan by adding new content and updating relevant sections of the 2010 Bicycle and Pedestrian Master Plan where appropriate. Alta will ensure the update is consistent with project goals, ACTC Bicycle Master Plan Guidelines, Caltrans Active Transportation Program guidelines, the City of San Leandro General Plan, and the City’s Complete Streets Policy. Our proposed approach includes four (4) iterations of the Bicycle and Pedestrian Master Plan:

- Initial Draft
- Administrative Draft
- Public Review Draft
- Adopted or Final Draft

The initial draft will be based on all previously submitted maps and technical memorandums, incorporating city comments received to date. Alta will distribute the initial draft to the City electronically, which will include a high-level executive summary of the plan update. Following submittal of one round of internally-consistent comments by the City, Alta will update the draft and distribute an administrative draft electronically to the City, which will be responsible for sharing the draft to other stakeholders as appropriate. Following a second round of internally-consistent comments, Alta will update the draft and distribute a public review draft in electronic and hard copy formats. Alta recommends that the public be afforded an opportunity to review and comment on this draft and suggest that the document be publicized on the City website, SanLeandroNext.com, and other City communication channels. After receiving a final round of internally-consistent comments from the City, including comments from City Council, Alta will distribute an adopted or final version draft in electronic and hard copy formats. The hard copy format for the public review and adopted/final drafts will consist of 30 printed copies in a loose-leaf binder and one reproduction copy.

Task 8 Deliverables:

- Initial Draft (Word and PDF formats)
- Administrative Draft (Word and PDF Formats)
- Public Review Draft (Word, PDF, and hard copy formats)
- Adopted or Final Draft (Word, PDF, and hard copy formats)

Project Schedule

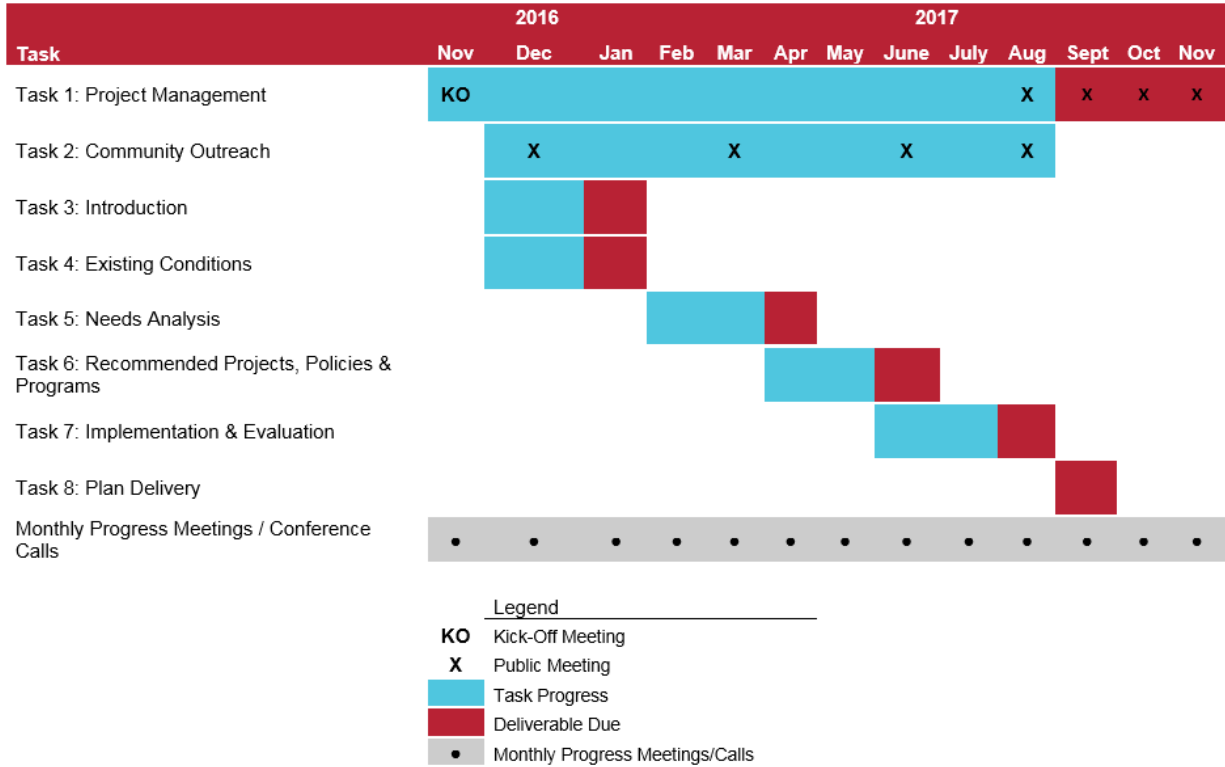


EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Alta Planning + Design Inc. and ActiveWayz will bill individuals according to their 2016 standard fully loaded billing rates consistent with the labor categories specified in Table below. The charges per hour shown are effective through December 31, 2016 and subject to revision annually thereafter.

ALTA PLANNING + DESIGN, INC. RATES BY TITLE

Labor Category	Rate	General Classifications
Labor Category 1a	\$295	Senior Principal
Labor Category 1b	\$250	Principal
Labor Category 1c	\$225	Principal
Labor Category 2	\$200	Principal
Labor Category 3	\$190	Principal, Senior Associate
Labor Category 4	\$175	Principal, Senior Associate
Labor Category 5	\$165	Principal, Senior Associate
Labor Category 6	\$160	Principal, Senior Associate
Labor Category 7	\$155	Principal, Senior Associate
Labor Category 8	\$148	Senior Associate, Associate
Labor Category 9	\$140	Senior Associate, Associate
Labor Category 10	\$135	Senior Associate, Associate
Labor Category 11	\$130	Associate, Senior
Labor Category 12	\$125	Associate, Senior
Labor Category 13	\$115	Associate, Senior
Labor Category 14	\$105	Senior, Level I
Labor Category 15	\$98	Senior, Level I
Labor Category 16	\$90	Level I, Level II
Labor Category 17	\$80	Level I, Level II
Labor Category 18	\$68	Administration
Labor Category 19	\$62	Intern

Mileage will be charged at the IRS standard rate.

ACTIVEWAYZ ENGINEERING RATE BY TITLE

Title	Billing Rate
Principal Engineer	\$135

The total cost of the project will not exceed \$77,038.00, including \$2,000 of reimbursable expenses for travel, workshops supplies, and online survey costs.

EXHIBIT C

INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the active negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement.



City of San Leandro

Meeting Date: November 7, 2016

Resolution - Council

File Number: 16-550 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Approving a Consulting Services Agreement with Alta Planning + Design, Inc., in the amount of \$77,038.00 for the Bicycle and Pedestrian Master Plan Update and Authorization for Cumulative Amendments to the CSA up to 25% or \$19,259.50 of the Original Agreement and Appropriating \$40,000.00 of Measure B Bicycle and Pedestrian Funds for the Project, Project No. 2017.0630

WHEREAS, the City adopted a Bicycle and Pedestrian Master Plan in January, 2011; and

WHEREAS, said Plan must be updated every four to five years in order for the City to retain eligibility for various grant funding programs; and

WHEREAS, proposals were sought from consultants who specialize in bicycle/pedestrian planning to assist the City with the Plan update; and

WHEREAS, after reviewing proposals from four consultants, staff recommends that Alta Planning + Design, Inc. should be retained for professional and technical planning services for the Plan update in the amount of \$77,038.00; and

WHEREAS, staff recommends the City Council authorize the City Manager to negotiate and approve amendments to the CSA up to 25% or \$19,259.50; and

WHEREAS, a Consulting Services Agreement between the City and Alta Planning + Design, Inc., a copy of which is attached, is presented to this City Council; and

WHEREAS, awarding an agreement will require a funding appropriation from Measure B Bicycle and Pedestrian Funds in the amount of \$40,000.00 to supplement previously appropriated funds for account no. 141-36-351; and

WHEREAS, the City Council is familiar with the contents of the agreement; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That funds in the amount of \$40,000 from Measure B Bicycle and Pedestrian funds are appropriated to account no. 141-36-351; and

That said agreement is hereby approved and execution by the City Manager is hereby authorized; and

That the City Manager or his designee is authorized to negotiate and approve cumulative amendments to said agreement up to a maximum of \$19,259.50, which is 25% of the original agreement amount of \$77,038.00.