



Public Works Agency
Alameda County

AGENDA ITEM NO. ____ April 25, 2017

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.acgov.org/pwa

April 11, 2017

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

SUBJECT: APPROVE AND EXECUTE THE CONTRACT AGREEMENT WITH FEHR & PEERS (PRINCIPAL: ROB REES, PE, TE; LOCATION: OAKLAND, CA) CONTRACT PROCUREMENT NO. 14672 FOR TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES IN SUPPORT OF ALAMEDA COUNTY SAFE ROUTES TO SCHOOL NON-INFRASTRUCTURE PROJECT FOR UNINCORPORATED AREAS

RECOMMENDATION:

Approve and execute the contract agreement with Fehr & Peers (Principal: Rob Rees; Location: Oakland; Procurement Contract No. 14672) for transportation planning and traffic engineering services in support of Alameda County Safe Routes to School Non-infrastructure Project for unincorporated areas for the term of February 15, 2017 through June 30, 2019, in the not-to exceed amount of \$660,000.

DISCUSSION/SUMMARY:

Your Board approved this contract on February 7, 2017. Due to a clerical error, the contract term was listed as February 15, 2017 through July 15, 2019 when the contract was approved. The contract term for this agreement is February 15, 2017 through June 30, 2019 as reflected in the contract.

The Alameda County Safe Routes to School Non-infrastructure Project will develop measures to reduce pedestrian and bicycle accidents in the vicinity of the schools. Specialized Professional Transportation Planning and Traffic Engineering consulting services are required to assist the Public Works Agency staff in delivering the Alameda County Safe Routes to School Non-infrastructure Project for unincorporated areas. Fehr & Peers was selected through a competitive process to provide multi-year professional transportation planning and traffic engineering consulting services to assist staff in delivery of Alameda County Safe Routes to School Non-infrastructure Project for unincorporated areas.

SELECTION CRITERIA/PROCESS:

A qualifications-based selection method was followed in accordance with Government Code Sections 4525-4529.5 for selecting professional engineering firms. In addition, firms were also required to either meet the

definition of a small, local, or emerging business (SLEB) or subcontract a minimum 20 percent of the estimated contract amount with a SLEB or SLEBs.

A Request for Proposals (RFP) was issued on October 7, 2016, and emailed to all consultants providing engineering consulting services identified in the County SLEB and the Public Works Agency databases. The RFP was also posted on the ACPWA's website for 45 days. A Preproposal Meeting was held on October 17, 2016. Seven (7) consulting firms attended. Four (4) consulting firms submitted responses to the RFP. Upon evaluation of the submittals, the four firms were invited to participate in oral interviews held on December 13, 2016, at the County's office. A selection committee of one County staff, one Alameda County Transportation Commission staff, and one City of San Leandro staff evaluated and rated the consultants' proposals and oral interviews. Evaluation criteria included relevant experience, qualifications, written proposal/oral presentation and interview, level of SLEB participation, and overall approach to services delivery.

The five shortlisted firms were ranked as follows:


RANK	FIRM NAME	LOCATION	POINTS	SLEB CERTIFIED	PARTICIPATING SLEBs (20%)
1.	Fehr & Peers	Oakland	247	NO	YES
2.	Alta Planning + Design	Oakland	242	NO	YES
3.	Toole Design Group	Berkeley	241	YES	YES
4.	TJKM	Pleasanton	208	YES	YES

Based on the RFP response and the oral interviews, the top ranked firm judged to best deliver the services required was selected to enter into contract negotiations with the County. Fehr & Peers (#02-89979) will satisfy the SLEB requirements by subcontracting at a minimum 20% of the contract amount under this agreement to Alameda County Certified SLEB.

FINANCING:

There is no impact on the County General Fund. Funding for the contracts is \$660,000, in Fund 21200, Organization 270401, Account 610261, (Professional and Specialized Services) Program 50600 and is included in the Fiscal Year 2016-17 Approved Budget.

Yours truly,


Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

DW/PK/dc

Attachment

C: County Counsel
Auditor-Controller
CAO

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 02/07/2017

Approved as Recommended ☒

Other ☐

Unanimous ☐ Chan: ☐ Haggerty: ☐ Miley: ☒ Valle: ☐ Carson: ☐ - ☐ 4

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-14672

Documents to be signed by Agency/Purchasing Agent:

File No. 29923

Item No. 34

Copies sent to:

Paul Keener to pick up (QIC 50501)

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Clerk of the Board
Board of Supervisors

By: _____

Deputy

A handwritten signature in blue ink, appearing to read 'A. P. King', is written over a horizontal line.

Professional Services Agreement
with
FEHR & PEERS
for the
TRANSPORTATION PLANNING AND TRAFFIC_ENGINEERING
SERVICES
FOR
ALAMEDA COUNTY SAFE ROUTES TO SCHOOL
NON-INFRASTRUCTURE PROJECT

Contract No. 14672

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County of Alameda**AGREEMENT BETWEEN****COUNTY OF ALAMEDA AND (CONSULTANT)**

This Agreement is made this 7TH of February, 2017, in the City of Oakland, State of California, by and between Fehr & Peers, 2201 Broadway, Oakland, CA 94612, hereinafter referred to as "Consultant" and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as "County."

AGREEMENT**1. Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices "A", "B", "C", "D", "E", and "F" attached hereto.
CONSULTANT	Fehr & Peers
COUNTY	County of Alameda
LOCAL AGENCY	County of Alameda
Project	The COUNTY's project – Alameda County Safe Routes to School Non-Infrastructure Project - as further described in Appendix "A", Scope of Services.
Services	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation, traffic engineering, transportation planning, traffic safety education, coordination and administrative services.
Subconsultants	Consultant's consultants, subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. The contract period will be from 15th, February, 2017 through 30th, June, 2019.

3. Services Consultant Agrees to Perform

- 3.1 Consultant shall perform all Services described in Appendix "A", "Services to be Provided by Consultant", attached hereto and incorporated by reference as though fully set forth herein.
- 3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix "A". Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless

an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County's agents or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control). If the period of excusable delay caused by an excusable event concurs with a Consultant- caused or other nonexcusable delay, County may (but shall not be required to) grant a time extension without compensation.

- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the County's satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of critical importance in the performance of this Agreement.

4. Compensation

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payments to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B".
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amount(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant's transmittal of all deliverables to County required by Appendix "A".
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated hereinabove.
- 4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused County monetary damages. Prior to exercising such right, County must demand and attend mediation pursuant to Section 27.3 of this Agreement, to be attended by County, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section, then County shall have satisfied its obligations under this Section.

5. Maximum Costs

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 County shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, County shall direct all communications to Consultant through Rob Rees, PE, Principal, 2201 Broadway, Suite 440, Oakland, CA 94612; and Consultant shall direct all communications to County through County Project Engineer.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with County's reasonable requests regarding assignment of personnel, but all personnel employed or contracted by Consultant, including those assigned at County's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it has reviewed Appendix "A", "Services to be Provided by Consultant", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix "B", Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has reasonable knowledge of all applicable building codes, laws, regulations and ordinances.
- 7.3 Consultant represents that it and its subconsultants have specialized professional expertise in engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of engineering practice observed by a specialist professional in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard at the time the services were performed.

- 7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), Consultant shall indemnify and hold harmless the County, its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, losses, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expenses, liabilities of every kind, nature and description (including, without limitation, incidental special and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise from, or are brought for, or on account of any loss of cost arising out of, pertaining to, relating to or resulting from Consultant's negligence, recklessness, or willful misconduct in connection with the performance of any work performed under this Contract by the Consultants as a design professional; provided that this duty shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct.
- 8.2 Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 8.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provision is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.
- 8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with County's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

9. Liability of County

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C",

Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.

- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented, or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above except to the extent caused by the sole negligence of willful misconduct of County.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes, and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

11. Insurance

- 11.1 Prior to execution of this Contract, Consultant shall furnish to County satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C "Insurance," which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, County may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse County for such expense).

12. Suspension of Services

- 12.1 County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole

discretion. County shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time County believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

- 13.2 Consultant shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Consultant's right to proceed under the Agreement, for cause:

13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan acceptable to County to cure said breach, and then diligently commence and continue such cure according to the written plan); or

13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10-day period a written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)

- 13.3 In the event of termination by County as provided herein for cause:

13.3.1 County shall compensate Consultant for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Consultant shall deliver to County possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with

vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Consultant.

14. Termination of Agreement for Convenience

14.1 County may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Consultant shall:

14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;

14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

14.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;

14.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County.

14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under

- this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;
- 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
- 14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant's written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Section 14.3, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and County fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –
- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
- 14.5.2 When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.
- 14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.
- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under Section 14.5.

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- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by County to settle claims from Subconsultants.
- 14.8 In arriving at amount due Consultant under this Section there shall be deducted:
- 14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
- 14.8.2 Any substantiated claim which County may have against Consultant in connection with this Agreement, and
- 14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies at law.

15. Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
- 15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.

16. Proprietary or Confidential Information of County; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Consultant agrees to notify the County immediately in writing if it is

requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies, or representatives of public bodies, without County's prior written consent. Consultant shall have the right, however, without County's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

- 16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

17. Notice to the Parties

- 17.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing.

- 17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.

- 17.1.2 Refused, Unclaimed or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

- 17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To County:
Paul J. Keener
Senior Transportation Planner
Alameda County Public Works Agency
399 Elmhurst Street
Hayward, CA 94544

To Consultant:
Rob Rees, PE, TE, Principal
2201 Broadway, Suite 440
Oakland, CA 94612

- 17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18. Ownership of Results/Work for Hire

- 18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project. County shall indemnify, hold harmless and defend Consultant against any and all claims, liabilities, losses and costs arising from County's use of Consultant's documents on work for which Consultant is not retained.
- 18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to County. With the prior written approval of the County, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

19. Audit and Inspection Records

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.
- 19.2 Consultant agrees to maintain full and adequate records in accordance with County requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Consultant's activities under this Agreement. Consultant will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and

condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from County's offices at 399 Elmhurst Street, Hayward, California, Consultant shall, upon County's request and at Consultant's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay County its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section.

- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

20. Subcontracting/Assignment/ County Employees

- 20.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- 20.2 Consultant shall use the Subconsultants for the scopes of work listed in Appendix A attached hereto, and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.
- 20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

21. Intentionally Omitted.

22. Drug-Free Workplace Policy

- 22.1 Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on a County facility or work site. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents, or assigns shall be deemed a material breach of this Agreement.
- 22.2 If Consultant or any employee of Consultant is convicted of a criminal drug statute violation occurring at a County facility or work site, the Consultant within five days thereafter shall notify the head of the County department/agency for which the contract services are performed.

23. Compliance with Americans with Disabilities Act

- 23.1 Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement

regarding the ADA and any and all other applicable federal, state, and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

24. Debarment and Suspension Certification (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- 24.1 (a) By signing this agreement and Appendix D, Debarment and Suspension Certification, Consultant/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, and Executive Order 12549.
- (b) By signing this agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

25. Small Local and Emerging Business Participation:

- 25. Small Local and Emerging Business (SLEB) Participation:** Consultant shall subcontract with Safe Moves (15500 Erwin Street, #2451, Van Nuys, CA 91411, Principal, Pat Hines), Spokemore Consulting (734 Mandana Blvd, Oakland, CA 94610, Principal, Carol Levine), and Diablo Engineering Group (1300 Clay Street, Oakland, CA 94612, Principal, Jennifer Harmon), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- 25.1 SLEB subcontractor(s) is (are) independently owned and operated (*i.e.*, is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- 25.2. As is applicable, Consultant shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this Agreement.
- 25.3 Consultant shall not substitute or add any small and/or emerging local business(s) listed in this Agreement without prior written approval from the County. Requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County contract representative identified under Section 6.1 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- 25.4 All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation Compliance System. Consultant and Consultant's small and/or emerging local businesses participating subcontractors on the awarded contract are required to use the Elation web-based Compliance System as described in Appendix D (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and

trained as required to utilize the Elation Compliance System. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

- 25.5 County will be under no obligation to pay Consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.
- 25.6 For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via E-mail at ACSLEBcompliance@acgov.org.

26. First Source Program

- 26.1 For contracts over \$100,000, Consultant shall provide COUNTY ten (10) working days to refer to Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that Consultant has available during the contract term before advertising to the general public.

27. Disputes

- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County Engineer or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party, and a meeting between the County representative and principal of the Consultant shall then take place within five days of the request.
- 27.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.
- 27.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

28. Agreement Made in California; Venue

- 28.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.
- 28.2 The parties shall execute one original and three copies of this Agreement.

29. Compliance with Laws

- 29.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such

laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories, and/or verifications as requested by such authorities for security clearances or compliance.

- 29.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

30. Construction

- 30.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

31. Miscellaneous

- 31.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 31.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 31.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 31.4 If a death, serious personal injury or substantial property damage occurs in connection with Consultant's performance of this Agreement, Consultant shall immediately notify the Alameda County Risk Manager's Office by telephone. Consultant shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Consultant's sub-Consultant; if any; (3) name and address of Consultant's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- 31.5 Consultant further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

32. Entire Agreement; Modifications of Agreement

- 32.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute

- the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations, or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 32.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 32.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 32.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 32.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 32.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

33. Labor Code Requirements

- 33.1 The Consultant shall adhere to all appropriate provisions of the California Labor Code in particular with Division 2, Part 7, Chapter 1, Articles 1-3. Any approvals, by the County, will not relieve the Consultant from the observation and/or adherence to the provisions of the California Labor Code.
- 33.2 The Consultant and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.3 Copies of the prevailing rate of per diem wages are on file with the Contract Compliance Officer, County of Alameda, 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.4 The Consultant shall post, on the job site, a copy of the prevailing rates of per diem wages as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker needed to execute the contract.
- 33.5 Premium pay for Saturdays, Sundays, holidays and overtime shall be as determined by the Director of the Department of Industrial Relations, State of California for each craft, classification or type of worker required in the execution of the contract. Holidays for which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays recognized in the collective bargaining agreement on file with the Director of the Department of Industrial Relations, State of California, applicable to the particular craft, classification, or type of worker employed on the project.
- 33.6 Health and welfare, pension, vacation/holiday, apprenticeship or other training programs and any other employer payments required in the execution of the contract shall be as determined by the Director

- of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.7 Hours of work per day or week shall be as determined by the director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract. Eight hours labor constitutes a legal day's work.
- 33.8 Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of the Department of Industrial Relations, State of California.
- 33.9 The Consultant, or any subcontractor, shall comply with all provisions of Section 1777.5 of the Labor Code pertaining to the employment of apprentices on public works projects. The responsibility for compliance with all the provisions of said Section 1777.5 for apprenticeable occupations is vested with the Consultant. In the event the Consultant willfully fails to comply with Section 1777.5, said Consultant shall be denied the right to bid on any public works contract for a period of up to one year for the first violation and up to three years for the second or subsequent violation with the period running from the date the determination of non-compliance is made. The interpretation and enforcement of Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.
- 33.10 The Consultant shall comply with the Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Consultant shall forfeit, as a penalty, not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations, State of California, for such work or craft in which such worker is employed for any work done under the contract by the Consultant, or by any subcontractor, in violation of the provisions of the Labor Code, and, in particular, Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage rate, shall be paid to each worker by the Consultant.
- 33.11 Eight hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Sections 1810 to 1814 thereof, inclusive, except that work performed by employees of the Consultant in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one-and-one-half (1-1/2) times the basic rate of pay, as provided in Section 1815 of the Labor Code.
- 33.12 In accordance with Section 1776 of the Labor Code:
- 33.12.1 The Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, ethnic code, 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 by said Consultant or subcontractor in connection with the work.
- 33.12.2 The payroll records enumerated in Section 33.12.1 shall be certified, and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:
- 33.12.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

- 33.12.2.2 A certified copy of all payroll records enumerated in Section 33.12.1 shall be forwarded weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545, and shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations, State of California.
- 33.12.2.3 A certified copy of all payroll records enumerated in Section 33.12.1 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Consultant.
- 33.12.3 The Consultant shall file a certified copy of the records enumerated in Section 33.12.1 with the entity that requested such records within ten (10) days after receipt of a written request.
- 33.12.4 Any copy of records made available for inspection as copies and furnished upon request to the public or to any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the contract or performing the contract shall not be marked or obliterated.
- 33.12.5 The Consultant shall inform the County of the location of the records enumerated under Section 33.12.1 including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and/or address.
- 33.12.6 In the event of noncompliance with the requirements of said Section 1776 of the Labor Code, the Consultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with said Section. Should noncompliance still be evident after such ten-day period, the Consultant shall, as a penalty, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 33.12.7 The responsibility for compliance with Section 1776 of the Labor Code shall be a responsibility of the Consultant.
- 33.13 A certified copy of all payroll records enumerated in the above Section 33.12 shall be sent weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545.
 - 33.13.1 Certified weekly payrolls shall show the wages and benefits paid to each employee, the employee's job classification, sex and ethnic code. Payrolls will be submitted by the Consultant and each subcontractor via the Consultant.
 - 33.13.2 This provision applies to all classifications, including truckers.
- 33.14 Requests for information relating to labor compliance records, including certified payroll records enumerated in Section 33.12, shall be made through the Contract Compliance Officer at 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.15 Failure to file certified copies of the records enumerated in Section 33.12.1 with County representatives may result in conditioning amounts of any progress payment due.
- 33.16 The Consultant assures that he/she/it will comply with the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.


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- 33.16.1 The Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 33.16.2 Consultant shall, if requested to so do by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 33.16.3 If requested to do so by the County, Consultant shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 33.16.4 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 33.16.5 Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 33.16.6 The Consultant shall include the provisions set forth in Sections 33.16.1 through 33.16.5 in each of its subcontracts.
- 33.16.7 **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS POLICY FORM:** The Consultant must post the Equal Employment Opportunity Practices Provisions Policy in a conspicuous place at each construction site. A sample form shall be provided.
- 33.17 Non-compliance with the provisions of the Equal Employment Opportunity Practices policy is subject to the provisions outlined below.
- 33.17.1 If County finds that the Consultant has violated the Equal Employment Opportunity Practices Provisions policy, the Director of Public Works (or designee) shall hold a meeting with the Consultant for the purpose of determining whether the Consultant is out of compliance. If after the meeting the Consultant is found to be still out of compliance, the Consultant will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice to the Consultant. If the Board of Supervisors finds that there has been a violation, the County will notify the Consultant in writing of the sanctions to be imposed.
- 33.17.2 In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Consultant of the Equal Employment Opportunity Practices Provisions requirements of the contract, and such violation shall be subject to the sanctions provided herein.
- 33.18 A finding at the public hearing that there has been violation of the Equal Employment Opportunity Practices Provisions requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
- 33.18.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
- 33.18.2 Suspend the contract until such time as the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
- 33.18.3 Terminate the contract and collect appropriate damages from the Consultant.
- 33.18.4 Declare that the Consultant is a non-responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Consultant can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates shown below their respective authorized signatures.

FEHR & PEERS

COUNTY OF ALAMEDA COUNTY

By: 
SIGNATURE

By: 
PRESIDENT, BOARD OF SUPERVISORS
WILMA CHAN

Name: Marion Donnelly
(Printed)

Name: _____
(Printed)

Title: Chief Financial Officer

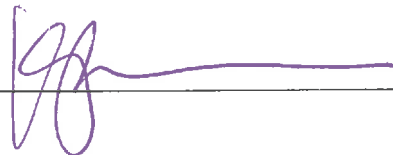
Date: 02/07/17

Date: January 26, 2017

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By signing above, signatory warrants and represents that he/she executed this agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted,

By: 

*** END OF STANDARD AGREEMENT ***

APPENDIX A

SERVICES TO BE PROVIDED BY CONSULTANT

1. This is an appendix attached to, and made a part of the Agreement dated 7th of February, 2017, between the County of Alameda ("County") and Fehr & Peers ("Consultant"), providing for professional services.

1.1 The County's Proposed Project – Alameda County Safe Routes to School Non-Infrastructure Project in Alameda County.

1.2 Consultant Team

Consultant's team consists of

FEHR & PEERS, 2201 BROADWAY, SUITE 440, OAKLAND, CA 94612,

SAFE MOVES, 15500 ERWIN STREET, #2451, VAN NUYS, CA 91411,

SPOKEMORE CONSULTING, 734 MANDANA BLVD, OAKLAND, CA 94610

DIABLO ENGINEERING GROUP, JENNIFER HARMON, PE, PRESIDENT, 1300 CLAY STREET, SUITE 600, OAKLAND CA 94612

Consultant shall provide civil engineering services, and is the prime consultant, with the other consultants serving as subconsultants.

1.3 Scope of Work

Refer to Appendix A, Exhibit A-1 attached hereto.

1.4 Consultant's Milestone Schedule and Deliverables

The Milestone Schedule shall be in accordance with Appendix A, Exhibit A-1 and attached hereto. The deliverables shall be as specified in Appendix A, Exhibit A-1 attached hereto.

1.5 Personnel and Subconsultants

Consultant shall use only the personnel and subconsultants identified herein.

2. General Requirements

2.1 General Criteria Governing Consultant's Service

2.1.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the County grants a written exemption to a specific standard or regulation.

2.1.2 Consultant shall review existing County data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site.

Consultant shall make an independent assessment of the accuracy of the information provided by the County concerning existing conditions (including, but not limited to, existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services. Consultant shall rely on the results of its own independent investigations and not on information provided by County. Consultant shall review supplied design information and advise County of its adequacy for Consultant's work and advise County of any further design or other services necessary to complete the Project.

- 2.1.3 Unless otherwise permitted in writing by County, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such evaluation in making its decision.

2.2 General Scope of Consultant's Services

- 2.2.1 Consultant's services shall include all professional services within the scope of Consultant's professional discipline (including Consultant's team's professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant's proposed scope of services annexed to this Appendix as its Exhibit A-1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services.
- 2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with County staff, with other governmental agencies, and with such other consultants as Consultant determines necessary, to the extent necessary for performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).
- 2.2.3 Consultant shall engage all appropriate specialty subconsultants as are necessary for proper completion of Consultant's Services in accordance with the scope of work specified herein and utilizing the consultants as specified in Exhibit A-1, at the sole expense of Consultant. Consultant's contracts with its subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with the subconsultant's scope of work. Consultant shall secure County's approval for any subconsultants not listed in this Appendix, Section 1.2. Consultant shall require each of its subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.4 Consultant shall provide County with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project, including but not limited to, all requirements imposed by the Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including, but not limited to, Title 24). Consultant may incorporate these

written evaluations into its deliverables as expository of the report and design solutions provided.

2.3 Coordination of Services with the Project, County's Consultant Team, and County Staff

2.3.1 Consultant shall fully coordinate its Services with the services of all engineering disciplines and subconsultants involved in completing the Project. For projects requiring the development of construction designs, the objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for balance of the Project, with consistency in engineering standards, any construction methods anticipated, construction details, materials specifications and approaches, to secure practical, consistent and economic design solutions. Consultant shall immediately advise County in writing if any County staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance. County will have responsibility to then enforce compliance.

2.3.2 Consultant shall provide appropriate safety training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate safety procedures for work in the Project area. Consultant shall require all personnel under Consultant's direction to wear safety equipment such as orange vests and appropriate shoes, ear, and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant's personnel.

2.4 Deliverables and Completion Dates Required Under this Agreement

Required deliverables are discussed herein, and in Consultant's proposed scope of work annexed as Exhibit A-1. Each deliverable shall be reviewed with representatives of the County. The County shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that County reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to County, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree with County's determination, Consultant shall make the changes requested by County under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge.)

2.5 Monthly Progress Update

With each request for payment, Consultant shall provide County with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant's percent complete for each phase of the work as outlined in the "Monthly Billing Breakdown" in accordance with Appendix B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, County, or any third party) of which Consultant becomes aware.

END OF APPENDIX A

Exhibit A-1

Scope of Work

Task 1 - Project Initiation: Planning Meeting Review

The Fehr & Peers team including Spokemore Consulting, Inc, Safe Moves, and Diablo Engineering will attend a start-up meeting in tandem with the Notice to Proceed, at which the County and Fehr & Peers will finalize the scope of work, project budget, schedule, and project management workflow. Fehr & Peers will complete Caltrans Exhibit 22-R ATP Non-Infrastructure Project Work Plan and submit to the County for review and then to Caltrans for approval. Caltrans Exhibit 22-R ATP Non-Infrastructure Project Work Plan is required and must be approved by Caltrans staff before proceeding with the project. Fehr & Peers will also create a project fact sheet that will be reviewed at this meeting to be able to include with future outreach and coordination efforts.

Deliverables:

- Signed Professional Services Agreement, including finalized Scope of Work, Project Budget, and Project Schedule
- Completed Caltrans Exhibit 22-R ATP Non-Infrastructure Project Work Plan (Staff Costs, Equipment, Supplies/Materials, Incentives, etc.)
- Kick-off meeting notes
- Project Fact Sheet

Task 2 – Project Coordination / Safe Routes to School Project

Fehr & Peers will develop a comprehensive Safe Routes to School (SRTS) Project to reduce school area pedestrian and bicycle injuries and fatalities which will include education, engineering, and enforcement strategies. Fehr & Peers and Spokemore will obtain appropriate authorization from the school districts and school principals to conduct traffic studies and programs on campuses, as necessary. Fehr & Peers, in combination with subconsultants as needed, will meet with the County on a monthly basis to coordinate projects or other items as needed.

Fehr & Peers and Spokemore will meet with the Technical Advisory Committee before key project milestones quarterly to gather input and coordinate implementation on the Safe Routes to School Project. The Technical Advisory Committee shall consist of representatives from the school districts, school staff, parents, Alameda County Health Department, Alameda County Sheriff's Department, California Highway Patrol, and the Alameda County Public Works Agency. Fehr & Peers will lead this task with assistance from Spokemore throughout the course of the project. Safe Moves will participate in meetings centered around feedback on education, encouragement, and enforcement topics. Fehr & Peers will prepare the agenda, and develop and make presentations and record meeting notes.

Deliverables:

- Monthly Progress reports (via email and included in monthly invoices)
- Preparation, documentation, and attendance at ten Technical Advisory Committee Meetings (10 one hour meetings), five community meetings (5 two-hour meetings, one per unincorporated community), eight school district meetings (8 one-hour meetings), 32 individual school site data collection visits (32 two-hour meetings)
- SRTS Program Presentations and meeting notes

Task 3 – Goals, Objectives, and Performance Measures

The County and the Fehr & Peers team will develop project goals, objectives, and performance measures for the SRTS Project with input from the Technical Advisory Committee. A visioning session will be held with the Technical Advisory Committee to ensure adequate input from across the County and help to provide prioritization criteria for ranking projects. The performance measures will be used to monitor and evaluate the effectiveness of the project. The goals, objectives, and performance measures will be summarized in a technical memorandum. We will revise the memorandum twice based on feedback from ACPWA and the Technical Advisory Committee.

Deliverable:

- Draft and final technical memorandum documenting project goals, objectives, prioritization criteria, and performance measures with input from the County staff, the Technical Advisory Committee, and other key stakeholders.

Task 4 – Data Collection

As a first step, Fehr & Peers will create a baseline assessment of the “on the ground” characteristics for each school site. This will be accomplished by coordinating the data collection prior to meeting with local school stakeholders. A local school point person will be identified during this task in conjunction with the data collection to review proposed data collection locations and benchmark existing SRTS programs. If any of the school sites are less engaged or do not have a clear champion/stakeholder, we will work with the County and School Districts to find additional contacts as necessary. Safe Moves will create a database with individual school profiles and contact information to create a streamlined system for communicating with school stakeholders and administration. This database will be used throughout the project and during the implementation of educational trainings and programs. The database will identify available local partners and existing organizations that can support the project.

Fehr & Peers will evaluate the existing conditions for each school site based on the data collection. This will include an overview of accessibility by travel mode, sidewalk inventories within 1/4-mile of the school sites, existing and proposed bicycle facilities within 2-miles of the school sites with Level of Traffic (LTS), additional observations of obstacles to biking and walking, crash histories, traffic volumes (e.g. vehicle, pedestrian, bicyclist, etc.). Based on the data collection, Fehr & Peers will create 32 individual existing conditions school site fact sheets as standalone documents and included in the final report. A summary

of the data collection methodology and results by school site will be incorporated into the Existing Conditions report.

Fehr & Peers will use advanced ArcGIS for Server capabilities to create an interactive webmap with a digital storyboard fact sheet for each school site within unincorporated Alameda County. The data collection results would also be interactive features available to be viewed in the webmap platform. This will help present the

Specifically, Fehr & Peers proposes to include the following data collection efforts for each of the 32 school sites:

Provide Data

Provide data that is requested in the Active Transportation Program, including individual school enrollment, school boundary map, percentage of students receiving Free or Reduced Cost Meal Program, health risk data, bike/walk percentage, mode share, bicycle and pedestrian accidents using TIMS data, and other metrics that are used in the CalEnviroScreen environmental justice mapping tool. This tool is used during the Caltrans ATP application process to assess communities of concerns. The County can streamline the ATP application process for each school by identifying potential levels of environmental, health, and socioeconomic disadvantages surrounding each school site.

Roadway Segment Counts

Two 24-hour roadway segment counts and up to three initial multi-modal intersection turning movement counts per school site are included. Supplemental counts of up to two additional intersections per school site are also included. Fehr & Peers will identify the initial count locations and send to the school point person and County for review.

Field Visit

- Conduct an initial field visit to identify the following infrastructure features:
- Existing bicycle facilities with Level of Traffic Stress (LTS) calculated for major facilities within 2-miles of each school site. Proposed bicycle facility information will be coordinated through County staff and available maps or GIS files.
- Existing sidewalk gaps and sidewalk widths
- Existing pedestrian crossing facility types including curb ramps and locations
- Existing intersection traffic controls and other traffic calming measures
- Posted speed limits
- Physical barriers and presence of ADA infrastructure

Document Review

Planned or recently completed bicycle and pedestrian projects.

In conjunction with Fehr & Peers, Safe Moves will lead the educational and program evaluation component of the data collection efforts. Safe Moves will ensure that the evaluation data collection methodologies used (surveys and tallies) are consistent with those approved by Caltrans and the National

Safe Routes to School Program Tracking System. Safe Moves has experience managing in-school walking and biking surveys and tallies for hundreds of California schools, and will draw upon their experience to complete evaluation activities efficiently, and clearly report results. Safe Moves has developed an effective methodology for evaluating the SRTS programs so we are well positioned to advise on how to best integrate the evaluation activities into other statewide and national efforts.

Safe Moves will use the standard Federal SRTS parent survey and student tally forms to gather baseline data that will serve to benchmark the success of SRTS programs. Safe Moves will distribute one hand tally per classroom for each round of surveying and will work with the schools to confirm that teachers understand how to administer the survey. Parent surveys will also provide important qualitative feedback on specific program components and their effectiveness. The parent survey will be provided in both English and Spanish with other languages provided if desired, and distributed to each school in the format required along with instructions. Safe Moves will distribute parent surveys, as well as provide an online survey input option.

Safe Moves will establish a program monitoring plan that documents the methodology for monitoring the effectiveness of local SRTS programs and infrastructure improvements. The monitoring plan will include information regarding how to distribute and collect results from the in-class and parent surveys. Safe Moves will also use information provided by Fehr & Peers to include documentation on the multi-modal count locations to allow local school or jurisdiction to compare future updated counts. Safe Moves will use this process during Task 7 to conduct up to two years of monitoring. After the completion of this project, individual schools may be able to use the program monitoring plan to continue to benchmark themselves annually using the tallies and parent surveys, should they choose to.

The Project will include project monitoring and data collection, as well as deliverables (shown below) that will contribute to the concurrent updating of the Alameda County Bicycle and Pedestrian Master Plan.

Deliverable:

- School Profiles and Contact Database
- Existing Conditions Report and Presentation (school information, traffic data, school access, circulation, etc.)
- Program Monitoring Plan
- 32 Safety Assessment/Walk Audit visits with stakeholders (32 two-hour meetings).

Task 5 – Identification of Problems and Issues

Fehr & Peers will utilize the walking audit methodology we developed in collaboration with the University of California, Berkeley's Tech Transfer in A Technical Guide for Conducting Pedestrian Safety Assessments for California Communities to conduct the walking safety audits at all 32 schools with local stakeholders with support from Spokemore. Fehr & Peers will adapt this methodology and incorporate best practices from the National Highway Transportation Safety Administration's Safe Routes to School Toolkit to create a custom toolkit of countermeasures that will be used throughout the project. This toolkit can be made available online and used as future problems may arise to assess appropriate countermeasures. We

propose to give each school a choice of a morning drop-off period audit or an afternoon school pick-up period audit when students are coming or going from each site. The walking audit locations will be directed by the results of the data collection efforts and by anecdotal observations by local school stakeholders provided in the webmaps. Each audit will evaluate the potential for safety improvements which may include traffic control countermeasures, geometric treatments, access & amenity enhancements, and on-site or off-site circulation modifications.

The results of each audit will be used to identify specific problems and issues at each school by examining the existing conditions, school site traffic safety assessment, community input, and parent surveys. The Fehr & Peers team will compile a list of problems and deficiencies for each school site which may include both programmatic and infrastructure elements. The Fehr & Peers team will establish a prioritized list of issues and prepare a map showing the critical locations per school site.

Deliverables:

- Safe Routes to School Countermeasures Toolkit
- Education and Enforcement Programs Benchmarking Survey and Summary
- Report on the identification of the problems and deficiencies at each school site with illustrative maps

Task 6 – Development of Recommended Safety Improvements

Based on the existing conditions report and safety audit findings, the Fehr & Peers team will identify and develop feasible recommendations for engineering, education, and enforcement. The recommendations will include lower cost, near-term and mid-term infrastructure improvements and programs that can be implemented in the 2017-18 and 2018-19 school calendar years. Fehr & Peers will also create a longer-term infrastructure strategy for implementing projects that may extend beyond the 2018-19 school year due to engineering or funding constraints. These recommendations will be based on the evaluation of the existing conditions, community input, and the data analysis. Fehr & Peers will work with Diablo Engineering to provide an appropriate list of near-term, mid-term, and long-term countermeasures to be implemented at each school with corresponding conceptual level cost estimates.

Safe Moves will provide near-, mid-, and long-term recommendations for educational and enforcement countermeasure programs. Safe Moves will create an Educational Action Plan that will reflect an equitable distribution of programming to all school sites. Safe Moves will address the diverse environments and geographic boundaries by presenting an educational program that addresses the priority problems at each school site. Safe Moves will work with local law enforcement to review collision/crash data and work to determine the best match of police resources and crossing guard allocation for the Safe Routes to School program. Safe Moves will work with the law enforcement officials and school officials to identify existing enforcement concerns related to Safe Routes to School and develop recommendations based on best practices from peer cities, tailored to common traffic and criminal violations that occur around these school areas, including monitoring pick-up and drop-off areas.

Safe Moves will develop school traffic safety resources to help schools implement activities and sustain the program to include both draft curriculum materials, training resources, and an online content strategy. The website could also be used to get additional public feedback on proposed countermeasure projects at each school through custom online surveys or to identify high-level prioritization criteria, should this be a priority identified in Task 3 by the County. Custom web-based surveys (Survey Monkey based) will be conducted to gather stakeholder feedback for each of the schools. This feedback will be summarized and included in the report.

Based on the findings from the existing conditions report and safety walking audits, Safe Moves will recommend traffic safety educational programs for each school. Each school will have a chance to review and prioritize the recommended programs after review by the County.

Safe Moves has proven experience leading Safe Routes to School traffic safety education programs which include, but are not limited to the following:

- Online Training Materials
- School Workshops Grades Kindergarten through 2
- School Workshops Grades 3-6
- School Workshops 7-12
- "Teacher's Safety Minute Lesson Plan"
- School Pedestrian and Bicycle Safety Rodeos
- Walking School Bus and Bicycle Trains
- "Walk & Bike to School Day" Events
- Parent Workshops
- Train the Trainer Program
- Helmet Fitting Clinics

The Fehr & Peers team will provide a draft Preliminary Improvement Plan (PIP) matrix per school site. The PIP will be used to refine the draft list of safety countermeasures with County staff and relevant stakeholders prior to finalizing a report. The PIP will also include recommended educational and enforcement programs per school site based on the Educational Action Plan. The countermeasures and programs will help to stimulate a reduction in biking and walking collisions and to promote biking and walking as viable modes to get to and from school. Countermeasures will be assessed within the ¼-mile walking radius of each school for pedestrian improvements and up to two-miles for bicycle facility improvements. GIS data will be used to help identify gaps in existing and future bicycle or pedestrian networks.

The Fehr & Peers team will conduct the following tasks mentioned in the RFP:

- Make recommendations to County and school administrators for school safety improvements that address concerns related to walking and bicycling to school.
- Develop short-, mid-, and long-term countermeasures for engineering, education, and enforcement programs in a consolidated Preliminary Improvement Plan.

- Consider various countermeasures to resolve various traffic safety issues. Countermeasures may include engineering, education and enforcement strategies as identified in the Safe Routes to School Toolkit.
- Develop education programs to improve traffic safety and awareness. Traffic safety curriculum and activities shall be developed for elementary schools, middle schools, and high schools.
- Establish enforcement programs reinforce legal and respectful walking, bicycling, and driving behaviors, and partner with law enforcement officials to improve traffic safety around schools.
- Provide clear and concise maps to identify and improve walking and biking routes to school.
- Identify partners and existing organizations to support Alameda County Safe Routes to School Project for Unincorporated Areas and related services.
- Develop school traffic safety resources to help schools implement activities and sustain the program.

Deliverables:

- Print and web-accessible preferred Walking & Biking Routes for each school
- Draft Educational Action Plan to include web strategy, social media strategy, training resources, and draft curriculum for identified programs to be incorporated into the Preliminary Improvement Plan
- Draft and Final SRTS Preliminary Improvement Plan with a matrix per school site to include both infrastructure and programmatic recommendations covering engineering, education, and enforcement issues at all 32 school sites
- Report and presentation on recommended short-term, med-term, and long-term safety countermeasures for each school site
- Custom Survey Monkey surveys per school site to prioritize selected projects and programs.

Task 7 – Implementation

Fehr & Peers will use the prioritization criteria established in Task 3 to develop a Countywide SRTS Implementation Plan. The implementation plan will modify and prioritize infrastructure and capital projects. Fehr & Peers will identify potential funding opportunities available to help implement the SRTS infrastructure improvements and additional education programs. Safe Moves will identify ways to consolidate training opportunities and larger workshop facilitations based on the results of the final Educational Action Plan. Safe Moves will prioritize the list of curriculum or resources to be developed for effective implementation either by local stakeholders, teachers, or Safe Moves staff. Safe Moves will work with the County and school administrations to identify the appropriate amount of educational programs to be implemented at each school site to ensure equitable distribution of resources through the unincorporated areas.

The Fehr & Peers team will then create a two-year schedule to accomplish implementation of both educational and capital improvements. The Fehr & Peers team will work with the County to identify feasible, cost-effective projects that could be implemented within the two-year period. The two-year schedule will include an associated funding strategy developed in collaboration with the County during the prioritization phase.

Safe Moves will then implement a series of three “train the trainer” day long workshops (approximately 30-50 people for each workshop). These sessions aim to educate teachers and key stakeholders on how to incorporate SRTS materials into curriculum and to review available opportunities for ways individual schools can spread awareness of SRTS resources. As the timeline for implementation spans a two-year period, Safe Moves has planned to implement one Pedestrian and Bicycle Safety Rodeo per school per year (or equivalent activity as recommended in the SRTS Implementation Plan) for a total of 64 school rodeo events. Safe Moves also proposes to facilitate 180 30-minute workshops over the course of two years that will be given at each school for each grade-level or mix of grade-levels. This equates to approximately one full day of workshops per school per year.

The Fehr & Peers team will develop a prioritized implementation plan that applies the countermeasures to address the problems and deficiencies identified in the Preliminary Improvement Plan using the following approaches:

- Review and analyze, modify, and prioritize countermeasures for each school
- Provide assistance with implementing the recommended countermeasures with the input from PWA, school district, public health, and law enforcement.
- Develop strategies to resolve issues that can be addressed through engineering, education, and enforcement.
- Prepare a two-year schedule for executing the engineering, education, and enforcement strategies at each of the schools.
- Work with the school staff to administer traffic safety education programs

Deliverables:

- Countywide SRTS Implementation Plan and Funding Report for unincorporated areas which provides the strategic vision for implementing the prioritized SRTS projects
- Conduct traffic safety education programs at 32 schools to include six (6) half-day train the trainer workshops, 64 Pedestrian and Bicycle Rodeo or equivalent events, and 180 30-minute workshops.

Task 8 – Program Monitoring, Evaluation, & Data Management

The Fehr & Peers team will monitor and evaluate progress and effectiveness of the SRTS program at each school by assessing how the objectives and projects identified in previous tasks are progressing. Safe Moves will help distribute tallies and parent surveys to compare results with the baseline number of students biking and walking to school as identified in Task 4. Safe Moves will lead the monitoring of progress over the life of the two-year project. This data collection effort will be coordinated with other data collection efforts occurring as part of the Bicycle and Pedestrian Plan Update.

Safe Moves will prepare a monthly report on school educational program implementation and a quarterly report on the implementation of engineering and enforcement projects. Each monthly, quarterly, and year-end reports will have Certification/Evaluation Forms for all deliverables. These form will include information on the date, time, location, presenters, and number of students with corresponding grade levels, and classes that participated in the programs. In addition to the program data, each school principal

or school contact will be asked to complete the portion of the form which provides feedback on the rodeo content, presentation delivery, printed material and effectiveness. The form will also allow for additional comments and/or suggestions.

Safe Moves will produce a summary report each year that displays evaluation results in a visual and graphical format. We will also provide a written report to provide to Caltrans as a grant progress report. In consultation with key school, transportation, and law enforcement professionals, community volunteers will be solicited to collect annual bicycle and pedestrian count data at key locations. Relative activity throughout the city, and over time, will be documented in the annual report.

At the end of each program year, we will provide an annual report summarizing the program activities including number of events (assemblies, workshops, Walk-to-School days, etc.), number of participants (schools, classes, students, parents), and results of the parent surveys and student tallies (including mode shift and behavior shift from the baseline). The annual report will include lessons learned and recommendations for modifications or changes to the program to make it more successful for the following year.

At the end of the two-year contract, Safe Moves and Fehr & Peers will prepare a Countywide SRTS Project Final Report which will evaluate the monitoring results of implementing the SRTS educational programs and summarize the implementation of infrastructure and capital improvements.

The Fehr & Peers team will conduct the following evaluations throughout the project:

- Pre-SRTS Program Report of Existing Conditions
- Monthly reports on school the implementation of school activities
- Quarterly reports on the implementation of engineering and enforcement projects
- Pre and Post-SRTS Program Student In-Class Travel Tallies to be conducted twice per school year.
- Pre and Post-SRTS Program Parent Surveys to be conducted annually, over a two-year period of time.
- Post-SRTS Program Report of Program Outcomes.

The Fehr & Peers team acknowledges that we will be responsible for printing, distribution, collection of data entry, analysis, and associated survey tasks. Safe Moves will be responsible for entering all survey results online at www.saferoutesdata.org and aggregating and analyzing all survey results from parents and subsequently uploading them to www.saferoutesdata.org. Standardized travel tally and parent survey forms will be used from the Safe Routes to School National website, <http://www.saferoutesinfo.org/data-central/data-collection-forms> and will be integrated in the data collection process.

Deliverables:

- Annual evaluations of Pre and Post-SRTS Program student in-class travel tallies;
- Annual Pre and Post-SRTS Program parent surveys;
- Post-Program report analyzing the results of the program, including count data;
- Countywide SRTS Project Final Report summarizing implementation and results

Task 9 – Development of GIS Data and Maps

The Fehr & Peers team will work with the County to gather available GIS data regarding available pedestrian facilities, existing and proposed bicycle facilities, and roadway characteristics such as volumes, speed, and collision data. Fehr & Peers will manage the available GIS files and supplement any data with field verifications during school site visits and safety walking audits. We also propose to use our ArcGIS for Server capabilities to create interactive webmaps for public input, stakeholder coordination and input, review of existing conditions, and review of proposed recommended safety improvements. We have detailed where the interactive webmaps will be used throughout the course of the project. We also proposed that one of our final deliverables in Task 6 will be to create webmaps for each school that would allow the public to view proposed improvements for each school. We could also create custom storyboards to interactively display information collected throughout the life of the project such as collisions, traffic volumes, preferred walking or biking routes, and more. The storyboards could also display key statistics during the monitoring stages to reinforce transparent reporting methods that would be available for public viewing.

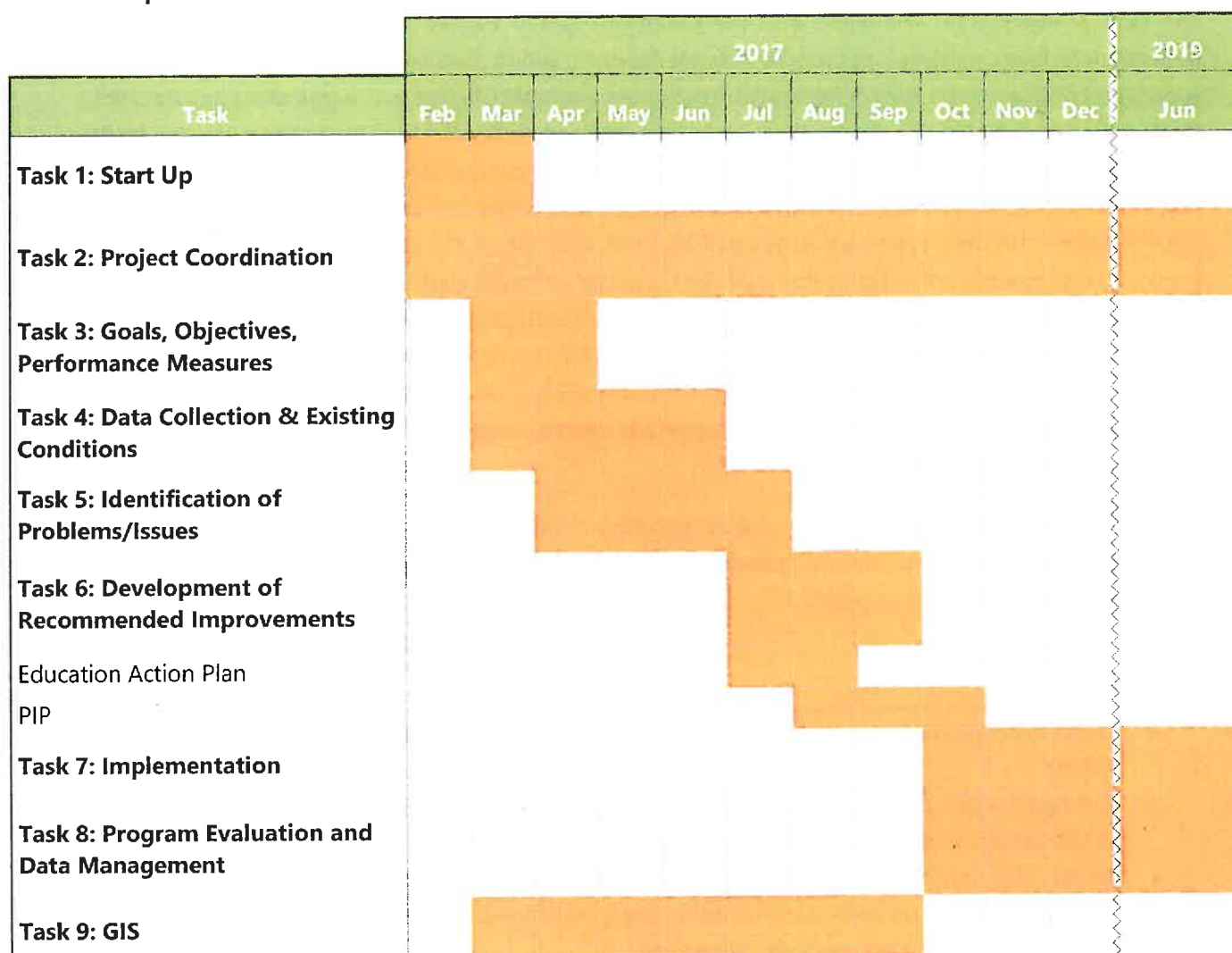
This data will be used throughout the process to systematically monitor and analyze conditions before, during, and after the project, and will provide for visualization of conditions for the Fehr & Peers team, County staff, and the public as needed.

Deliverables:

- Data Collection: ArcGIS for Server Interactive Webmap Existing Conditions Map & Storyboard Fact Sheets
- For Task 5 – Identification of Problems & Issues: Customized interaction ArcGIS-based webmaps for stakeholder input for all 32 school sites
- All GIS data and maps collected/generated throughout the project will be in an electronic (geodatabase and/or desktop illustration program) format. The County will work with Fehr & Peers on the format accuracy and projection.

Task 10 – Contingency Support Services

In this task, the Fehr & Peers team will provide additional project support. This may include assistance with grant preparation, an interactive web map identifying recommended improvements, traffic studies, and/or safety education materials. We have budgeted 151 hours for this task. We will not proceed with this task without written approval from the County.

Proposed Schedule**Proposed Deliverables Schedule**

Task/Deliverable	Tentative Due Date
Task 1: Project Initiation: Planning Review Meeting	
Signed Professional Services Agreement, including finalized Scope of Work, Budget, and Project Schedule	February 14, 2017
Completed Caltrans Exhibit 22-R ATP Non-Infrastructure Work Plan (Staff Costs, Equipment, Supplies/Materials, Incentives, etc.)	February 28, 2017
Kick-off Meeting Notes	February 28, 2017
Project Fact Sheet	March 16, 2017
Task 2: Project Coordination	
Monthly progress reports (via email and included in monthly invoices)	On-going
Preparation, documentation and attendance at ten Technical Advisory Committee Meetings (10 one hour meetings), five community meetings (5 two-hour meetings, one per unincorporated community), and eight school district meetings (8 one-hour meetings).	On-going
On-going project team meetings with meeting notes and SRTS Program Presentations	On-going
Task 3: Goals, Objectives, Performance Measures	
Draft and final technical memorandum documenting project goals, objectives, prioritization criteria, and performance measures with input from County staff, the Technical Advisory Committee, and other key stakeholders.	April 28, 2017
Task 4: Data Collection & Existing Conditions	
32 individual school site data collection visits (32 two-hour visits) and identification/inventory of key infrastructure features listed in this section.	March 1-23, 2017
32 Safety Assessment Walking Audits with stakeholders (32 two-hour meetings)	April 10 - May 12, 2017
Existing bicycle facilities maps with Level of Traffic Stress (LTS) calculated for major facilities within 2-miles of each school site. Proposed bicycle facility information will be coordinated through County staff and use available maps or GIS files.	June 16, 2017
Existing sidewalk gaps and sidewalk widths	June 16, 2017
Existing pedestrian crossing facility types including curb ramps and locations	June 16, 2017

Task/Deliverable	Tentative Due Date
Existing intersection traffic controls and other traffic calming measures	June 16, 2017
Posted speed limits	June 16, 2017
Physical barriers and presence of ADA infrastructure	June 16, 2017
Roadway Segment Counts: Two 24-hour roadway segment counts and up to three initial multi-modal intersection turning movement counts per school. Up to two additional intersection counts are included per school to be identified after the walking audits.	June 16, 2017
32 individual school profiles and contact database	May 5, 2017
Existing Conditions Report and Presentation (school information, traffic data, school access, circulation, etc.)	June 30, 2017
Task 5: Identification of Problems/Issues	
Safe Routes to School Countermeasures Toolkit	May 26, 2017
Education and Enforcement Programs Benchmarking Survey and Summary	May 26, 2017
Report on the identification of the problems and deficiencies at each school site with illustrative maps	July 28, 2017
Task 6: Development of Recommended Improvements	
Print and web-accessible preferred Walking & Biking Routes for Each School	July 28, 2017
Draft Educational Action Plan to include web strategy, social media strategy, training resources, and draft curriculum for identified programs (to be incorporated into the Preliminary Improvement Plan)	July 28, 2017
Draft and Final SRTS Preliminary Improvement Plan with a matrix per school site to include both infrastructure and programmatic recommendations covering engineering, education, and enforcement issues at all 32 school sites.	September 15, 2017
Report and presentation on recommended short-term, med-term, and long-term safety countermeasures for each school site	September 29, 2017
Custom Survey Monkey surveys per school site to prioritize selected projects and programs	September 22, 2017
Task 7: Implementation	
Countywide SRTS Implementation Plan and Funding Report for unincorporated areas which provides the strategic vision for implementing the prioritized SRTS projects	October 27, 2017

Task/Deliverable	Tentative Due Date
Conduct traffic safety education programs at 32 schools to include six (6) half-day train the trainer workshops, 64 Pedestrian & Bicycle Rodeos or equivalent events, and 180 30-minute workshops.	On-going September 2017 to June 2017
Task 8: Program Evaluation and Data Management	
Annual evaluations of Pre and Post-SRTS Program student in-class travel tallies	On-going September 2017 to May 2019
Annual Pre and Post-SRTS Program parent surveys	On-going September 2017 to May 2019
Post-Program report analyzing the results of the program, including count data	On-going September 2017 to May 2019
Countywide SRTS Project Final Report summarizing implementation and results	June 28, 2019
Task 9: GIS	
Data Collection: Arc GIS for Server Interactive Webmap Existing Conditions & Storyboard Fact Sheets	June 16, 2017
For Task 5 – Identification of Problems & Issues: Customized interactive ArcGIS-based webmaps for stakeholder input for all 32 school sites	March 27, 2017
All GIS data and maps collected/generated throughout the project will be in an electronic (geodatabase and/or desktop illustration program) format. The County will work with Fehr & Peers on the format accuracy and projection.	June 28, 2019
Task 10: Contingency Support Services	
Up to 151 hours of project support assistance with grant preparation, special studies, and/or additional materials.	On-going as requested

APPENDIX B

PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of the Agreement dated 7th of February, 2017, between the County of Alameda ("County") and Fehr & Peers ("Consultant"), providing for professional services.

1. Amount of Compensation for Services of Consultant

- 1.1 The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed *Six hundred sixty thousand dollars* (\$660,000) referred to hereafter as the Not To Exceed Amount ("NTE"). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.
- 1.2 "Reimbursable Expenses" means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar. Normal travel expenses to and from the site are included in the base contract. Out-of-State travel in connection with the project shall be approved in advance by County.

2. Monthly Billing Breakdown

- 2.1 County shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for County's approval prior to the first monthly invoice. The "Monthly Billing Breakdown" shall itemize separate categories for each consultant, each phase of work (Exhibit B-1, Project Tasks by Total Hours and Total Costs), percentage of work completed, along with the billing period defining the time line and cost for each category.

3. Methods of Payment to Consultant

- 3.1 Consultant shall submit monthly invoices in accordance with the approved "Monthly Billing Breakdown" specifying the percentage complete for each billing category and itemized reimbursable expenses supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings.

END OF APPENDIX B

EXHIBIT B-1**Alameda County Safe Routes to School Plan for Unincorporated Areas****Project Tasks by Total Hours and Total Costs**

Tasks	Fehr & Peers		Safe Moves		Diablo Engineering		Spokane Consulting		Total Labor Hours	Total Costs
	Labor Hours	Subtotal	Labor Hours	Subtotal	Labor Hours	Subtotal	Labor Hours	Subtotal		
Task 1 - Project Initiation: Planning Meeting Review	72	\$ 11,316	70	\$ 3,750	12	\$ 2,827	8	\$ 1,200	162	\$ 19,093.90
Task 2 - Project Coordination / Safe Routes to School Project	557	\$ 77,523	55	\$ 2,925	16	\$ 3,751	140	\$ 21,940	768	\$ 106,138.72
Task 3 - Goals, Objectives, and Performance Measures	52	\$ 6,255	0	\$ -	0	\$ -	20	\$ 3,000	72	\$ 9,255.42
Task 4 - Data Collection	516	\$ 113,237	510	\$ 24,375	0	\$ -	208	\$ 31,679	1234	\$ 169,291.43
Task 5 - Identification of Problems and Issues	444	\$ 54,924	100	\$ 5,100	16	\$ 3,751	140	\$ 21,000	700	\$ 84,774.84
Task 6 - Development of Recommended Safety Improvements	395	\$ 49,192	325	\$ 17,050	152	\$ 35,639	0	\$ -	872	\$ 101,880.19
Task 7 - Implementation	73	\$ 9,269	2108	\$ 81,210	0	\$ -	32	\$ 4,800	2213	\$ 95,279.04
Task 8 - Program Monitoring, Evaluation, & Data Management	18	\$ 1,998	605	\$ 27,075	0	\$ -	0	\$ -	623	\$ 29,073.10
Task 9 - Development of GIS Data and Maps	209	\$ 25,569	0	\$ -	0	\$ -	0	\$ -	209	\$ 25,569.10
Task 10 - Additional Project Support	151	\$ 19,644	0	\$ -	0	\$ -	0	\$ -	151	\$ 19,644.25
Total for all Tasks	2,487	\$368,928	3,773	\$161,485	196	\$45,969	548	\$83,618	7,004	\$660,000

Notes:

SLEB Percentage 20%

SLEB Total Hours 744

SLEB Total Fee \$129,587

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

All other direct and consultant expenses are billed with 10% handling fee

Other direct costs such as computer, communications, and reproduction charges are billed as a percentage of labor

Rates and staff are subject to change at any time, without notice, and within the total budget shown

APPENDIX C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	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	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E Endorsements and Conditions:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement 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.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

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EXHIBIT C-1



CERTIFICATE OF LIABILITY INSURANCE

FENR&PE-01

YUFHG

DATE (MM/DD/YYYY)
1/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67766 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588		CONTACT Gigi Yuen PHONE (A/C No. Ext.) (925) 660-3514 50008 FAX (A/C No.) E-MAIL Gigi.Yuen@ioausa.com															
INSURED Fehr & Peers 3600 Line Street, Suite 226 Riverside, CA 92501		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company of the Midwest</td> <td>37473</td> </tr> <tr> <td>INSURER C: Liberty Insurance Underwriters, Inc</td> <td>19917</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Hartford Insurance Company of the Midwest	37473	INSURER C: Liberty Insurance Underwriters, Inc	19917	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Liberty Insurance Underwriters, Inc	19917																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFFECT DATE	POLICY EXPIRATION DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	P5B0005683	12/06/2016	12/06/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		P5A0002276	12/06/2016	12/06/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		P5E0002889	12/06/2016	12/06/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in AK) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		57WEGZJ1989	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		AEXNYABEFJ2001	12/06/2016	12/06/2017	Per Claim \$ 3,000,000
C	Professional Liab		AEXNYABEFJ2001	12/06/2016	12/06/2017	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number/Name: WC17-3380.00 Alameda County Safe Routes to School

All Operations of the Named Insured, including the aforementioned project.

General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.

GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S):

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, employees, and authorized agents, volunteers, and representatives, as required per written contract.

CERTIFICATE HOLDER

CANCELLATION

Alameda County Public Works Agency 399 Elmhurst Street Hayward, CA 94544	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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APPENDIX D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
For Procurements Over \$25,000

The Consultant, under penalty of perjury, certifies that, except as noted below, Consultant, its Principals, and any named and unnamed subconsultants/subcontractors:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONSULTANT: Fehr & Peers

PRINCIPAL: Marion Donnelly TITLE: Chief Financial Officer

SIGNATURE:  DATE: January 26, 2017

END OF APPENDIX D

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APPENDIX E**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at:

http://www.elationsys.com/elationsys/support_1.htm

Or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

END OF APPENDIX E

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APPENDIX F: ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT VENDOR INFORMATION

ALCOLINK Vendor Number (if known): _____ SLEB Vendor Number: _____

Full Legal Name: Fehr & Peers DBA: _____

Type of Entity: ☐ Individual ☐ Sole Proprietor ☐ Partnership
☒ Corporation ☐ Tax-Exempted ☐ Government or Trust

Check the boxes that apply:

☐ Goods Only ☐ Goods & Services ☐ Rents/Leases ☐ Legal Services
☐ Rents/Leases paid to you as the agent ☐ Medical Services ☐ Non-Medical Services –
 Describe _____ ☒ Other Professional Services

Federal Tax ID Number (required): 68-0065540

P.O. Box/Street Address: 2201 Broadway, Suite 400
Oakland, CA 94612

Vendor Contact's Name: Fehr & Peers

Vendor Contact's Telephone: 510-834-3200 Fax: _____

Vendor Contact's E-mail address: r.rees@fehrandpeers.com

Please check all that apply:

LOC	<input checked="" type="checkbox"/>	Local Vendor (Holds business license within Alameda County)
SML	<input type="checkbox"/>	Small Business (as defined by Small Business Administration)
I	<input type="checkbox"/>	American Indian or Alaskan Native (>50%)
A	<input type="checkbox"/>	Asian (>50%)
B	<input type="checkbox"/>	Black or African American (>50%)
F	<input type="checkbox"/>	Filipino (>50%)
H	<input type="checkbox"/>	Hispanic or Latino (>50%)
N	<input type="checkbox"/>	Native Hawaiian or other Pacific Islander (>50%)
W	<input checked="" type="checkbox"/>	White (>50%)

Number of Entry Level Positions available through the life of the contract: 6

Number of other positions available through the life of the contract: 6

This information to be completed by County:

Contract # _____

Contract Amount: _____

Contract Term: _____

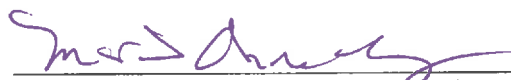
Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.acgov.org/auditor/sleb/>).

If compliance with the First Source Program will interfere with Vendor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor's ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

Fehr & Peers

(Company Name)



(Vendor Signature)

January 26, 2017

(Date)

(East Bay Works / One-Stop Representative
Signature)

(Date)

Justification of Non-Compliance:

APPENDIX G**IRAN CONTRACTING ACT COMPLIANCE CERTIFICATE**
(for contracts of \$1,000,000 or more)**COUNTY OF ALAMEDA****The Iran Contracting Act (ICA) of 2010**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

FIRM NAME: Fehr & Peers

PRINCIPAL: Marion Donnelly TITLE: Chief Financial Officer

SIGNATURE: Marion Donnelly DATE: January 26, 2017

