

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
FEHR & PEERS
FOR
BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE 2023**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Fehr & Peers ("Consultant") (together sometimes referred to as the "Parties") as of October 9, 2023 | 9:26:19 PM PDT, 2023 (the "Effective Date").

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in accordance with the care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances to that of Consultant under this Agreement.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its reasonable discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.
- 1.6 Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104

of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed One Hundred Seventy-Two Thousand Three Hundred and Seven Dollars and 00/100 cents (\$172,307.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

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

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services performed in accordance with this Agreement, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

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

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

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

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B and shall not exceed \$5,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work completed in accordance with this Agreement as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types, and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

- 4.1.1 General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory

Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

4.3 Professional Liability Insurance.

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

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

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

- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

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

4.4 Cyber Liability Insurance.

4.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, ~~claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations;~~ information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security. The policy shall provide coverage ~~for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:~~

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential City information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include ~~technology/professional liability including breach of contract,~~ privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensic analysis, credit protection

services, call center services, identity theft protection services, and crisis management/public relations services.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

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

4.4.4 Submittal Requirements. To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.5 All Policies Requirements.

4.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

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

Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.5.4 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.5.5 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Consultant shall comply with all requirements provided by City related to the PINS Advantage program.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3;

however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant

in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 14 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

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

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

Notwithstanding the foregoing, the provisions above in this subsection shall not apply to any ideas, inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, data, analyses, compilations, correlations, derivations, or other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its services under this Agreement ("Background IP"), or those owned by a third party and obtained by Consultant whether or not in connection of Consultant's performance of this Agreement ("Third-party IP"). Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all Background IP, including such Background IP that Consultant may employ in the performance of this

Agreement, or may incorporate into any part of the Work Product. Consultant grants the City an irrevocable, non-exclusive, transferable, royalty-free, license in perpetuity to use, reuse, modify, disclose, and create derivatives from, such Background IP, but only as an inseparable part of the Work Product. In the event the Work Product contains or incorporates any Third-party IP, or a compilation or derivation that includes any Third-party IP, or in the event any Third-party IP is needed by the City to reasonably enjoy and use the Work Product, Consultant shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third-party IP, including the right of the City to authorize contractors, consultants and others to do the same on the City's behalf, but only as an inseparable part of the Work Product.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 Contract Administration. This Agreement shall be administered by Nicole Castelino ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

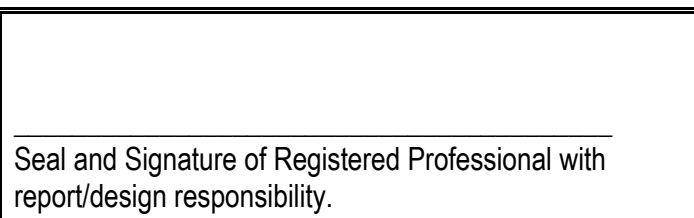
Susie Hufstader
2201 Broadway, Suite 602
Oakland, CA 94612
Phone: (510) 851-7703
Fax: (510) 253-0059
Email: S.Hufstader@fehrandpeers.com

Any written notice to City shall be sent to:

Nicole Castelino
City of San Leandro
835 E 14th Street
San Leandro, CA 94577
Phone: (510) 577-3429
Fax: (510) 577-3294
Email: nnoronha@sanleandro.org

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

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



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

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification
<u>Exhibit D</u>	California Labor Code Section 1720 Information

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF SAN LEANDRO

DocuSigned by:

Fran Robustelli

C063C023AF624E3

City Manager

Attest:

DocuSigned by:

Kelly Blaney

E21D2CCCC7E54D6

City Clerk

Approved as to Fiscal Authority: ☒

DocuSigned by:

[Signature]

A3B5825AD7A4495...

Finance Director

Account Number

Approved as to Form:

DocuSigned by:

Richard Pio Roda

7B41538F6D5F470...

City Attorney

Per Section 10.7: Form 700 Not Required

DocuSigned by:

Sheila Marquises

5DE577AFF411458

Engineering and Transportation Department Director

FEHR & PEERS

DocuSigned by:

Robert Rees

9D52002FDA8742E

Carrie Modi, Principal-in-Charge

Principal (C49620)

Consultant's DIR Registration Number
(if applicable)

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide to the City the following consulting services related to the Bicycle and Pedestrian Master Plan Update 2023 (the “Project”) as outlined in the submitted Proposal:

San Leandro is in an exciting moment for active transportation planning and implementation. With a new Vision Zero Policy, Local Roadway Safety Plan, the first separated bike lanes on the ground, and multiple innovative active transportation projects in the pipeline, San Leandro is emerging as a leader in building positive momentum for meaningful implementation of transportation policies. We understand that San Leandro is updating its Bicycle and Pedestrian Master Plan (BPMP or “Plan”) to support continued development of active transportation networks in the city. Leveraging our experience in San Leandro and national active transportation expertise, Fehr & Peers envisions three emphasis areas for this focused BPMP update:

Policy-Supported Vision: With clarity from recent San Leandro and regional policy actions, the City can make targeted updates to its bicycle and pedestrian networks and policies for consistency with Vision Zero/Safe System, all ages and abilities bikeways, and the Alameda CTC Countywide Bikeway Network. This will move the City’s safety, complete streets, and sustainability policies toward action and measurable change.

Work Plan for Safety: At its core, the BPMP is a work plan. With extensive outreach from the 2018 BPMP and a set of project recommendations on priority safety corridors in the LRSP, San Leandro is ready for a tight, efficient update that will set the team up for clear next steps toward project funding and implementation. With safety goals at the forefront, the update will create a roadmap for action toward a complete active transportation network.

Implementing Best Practice: San Leandro is hard at work delivering active transportation projects, and the BPMP will be a critical venue for standardizing and documenting

best practices to ensure clarity and consistency in implementation. The network recommendations and design guidelines will build off local, regional, and national best practices to develop concise, clear design practices for the San Leandro context.

We will deliver all required scope items included in the RFP, and the following work plan provides detail on how our team will carry out each of these tasks.



WILLIAMS STREET OUTREACH, SAN LEANDRO CROSSTOWN CORRIDORS STUDY (2022)

Task 1. Project Management

Great project management starts with proactive and timely communication. We have budgeted regular calls to keep the project moving and hold all parties involved accountable. Fehr & Peers is dedicated to high-quality work products, with all deliverables reviewed through the Project Manager and Principal-in-Charge.

Task 1.1. Kick-Off Meeting

At the project kick-off meeting, Fehr & Peers will create and maintain a shared folder for the core project team to access throughout the project, allowing for real time

EXHIBIT A

SCOPE OF SERVICES

updates to meeting notes, presentations, the project schedule, project deliverables, and background data. Throughout the project, Fehr & Peers will update the project schedule to reflect near-term priorities and upcoming milestones. It will reside in a shared, collaborate file for easy viewing and to ensure on-time project delivery. Fehr & Peers will convene and facilitate a kick-off meeting with the City of San Leandro to review project purpose, scope, and goals. At the kick-off, we will define administrative and project management expectations and confirm available data and background resource documents.

Task 1.2. Check-In Meetings

Fehr & Peers will lead regular check-in calls with the City of San Leandro. Calls will occur bi-weekly for the full duration of the project schedule through the delivery of the draft updated BPMP. We will use these calls to discuss and look ahead at deliverables, schedule, and budget. Fehr & Peers will host all meetings on Microsoft Teams and provide agendas at least 24 hours in advance of each meeting. Meeting agendas and notes will be available in the shared folder for review.

Task 1 Deliverables

- Agenda, facilitation, and notes for kick-off call and up to 32 bi-weekly check-in calls
- Updated schedule in a shared folder

Task 2. Community Outreach

Fehr & Peers has had the privilege to support the City of San Leandro on significant community outreach efforts in the past, most notably for the Crosstown Corridors study. We understand that the BPMP is building off extensive outreach done on previous plans and as a focused update will not be starting from square one on outreach. In addition to the required meetings (2.1), we have developed an optional set of supplemental outreach activities that would help build additional trust and

transparency. This optional outreach plan is structured around an interactive website with a simple, three-phase approach:

Phase 1 - Where We Are: In the first phase, outreach meetings and questions will align with technical tasks focused on existing plans, policies, and the state of the network. We will ask stakeholders to confirm Plan goals and policies, help identify key issues and opportunities in the active transportation network, and learn about what programs and resources San Leandrans are already using for active transportation.

Phase 2 - Where We're Going: In the second phase we will present draft updates to the bicycle and pedestrian network and related recommendations, asking: did we get it right? At this key juncture in the Plan process, outreach will focus on confirming that San Leandro's walking and biking vision is responsive to the community's needs and input.

Phase 3 - How We'll Get There: Aligned with the implementation and design guide technical tasks, this final phase of outreach will vet priority projects and share the City's next steps on implementation. With this transparency and feedback, the City will be ready to hit the ground running on implementation.

Task 2.1. Outreach Meetings

Fehr & Peers will attend, present, and facilitate discussion at up to four Bicycle and Pedestrian Advisory Committee (BPAC) meetings. Fehr & Peers staff will attend up to one meeting of the Planning Commission, one meeting of the City Council's Facility and Transportation Committee, and one City Council meeting to support answering questions. These meetings are assumed to be in person. Fehr & Peers will prepare four distinct PowerPoint presentations with the assumption that each will be used in multiple venues. Fehr & Peers will assemble the presentations for the BPAC and then revise or refine for each other group.

EXHIBIT A

SCOPE OF SERVICES

Meeting notes from the BPMP item at each meeting will be saved in the shared folder for review.

Task 2.2. ~~Optional Task:~~ Project Website

Because the community engagement effort for the BPMP is designed as a focused update, our approach will primarily seek to channel input to an online forum across all phases through an optional website task.

Fehr & Peers will develop a one-stop website and online engagement platform for using Social Pinpoint. The Social Pinpoint website platform accommodates mapping tools, surveys, and a user-friendly website experience all in one place, which is ideal for a multistage engagement effort. The engagement platform can be live for the duration of the project, so site visitors can review past input and easily follow the planning process. Fehr & Peers will use Social Pinpoint to develop a project webpage, interactive map, and online survey for public engagement. The survey questions will be developed in partnership with City of San Leandro staff and focus on soliciting clear feedback on existing pain points, modal priorities, and network challenges/opportunities. The interactive map will quickly and easily collect user feedback such as preferred routes, challenges to mobility, and safety concerns at site-specific points.

Social Pinpoint will allow us to update the survey with a proposed bicycle and pedestrian networks in the second phase and follow on with a survey on priority projects and implementation in the final phase. The City would lead noticing via official platforms with support from Fehr & Peers.

Task 2.3. ~~Optional Task:~~ Pop-Up Outreach

For the focused update, the optional outreach program would solicit most input via the website and online surveys. While this approach is efficient, there is some risk of “missing” people who may not be plugged in to City social media. To help spread the word, the pop-up

outreach events would get out into the community to notify residents about each phase of the survey as an in-person touch.

Fehr & Peers’ team will develop simple, concise, and visually engaging outreach materials for these events. Pop-up outreach materials for each phase of the project include one flyer, one board, and one paper survey. The flyers we create for pop-up outreach could also be reproduced and distributed to businesses, stakeholders, and community centers. The collateral for the pop-ups will provide a project description, schedule, and engaging, simple questions to prompt conversation while primarily driving traffic to the website for detailed input.



FARMERS' MARKET POP-UP, SAN LEANDRO CROSSTOWN CORRIDORS STUDY (2022)

Task 2.4. ~~Optional Task:~~ Stakeholder Engagement Support

San Leandro has many community and institutional stakeholders interested in active transportation planning. School, business, faith community, and community organization leaders can serve as critical “megaphones” to help spread the word about online engagement.

EXHIBIT A

SCOPE OF SERVICES

Because establishing meaningful contact with stakeholders can sometimes take persistence, we propose to spend up to 6 hours per outreach phase supporting City staff in emailing and calling key stakeholders to help ensure that everyone is aware of and engaged in the BPMP process. With this support, the team will make sure that Plan approval is smooth without surprises and with robust input from key stakeholders.

Task 2 Deliverables

- Agenda, facilitation, and notes for up to four BPAC meetings
- Four draft and final PowerPoint presentations
- Summary of outreach for inclusion in the BPMP

~~Task 2 Optional Deliverables~~

- Website with survey and web map with three updates
- Draft and final itinerary and agenda for up to three pop-up events
- Three (3) four-hour pop-up events at local events or destinations, including staffing, photos, notes, and summary
- Up to 12 hours of stakeholder outreach on behalf of the City of San Leandro

Task 3. Bicycle and Pedestrian Master Plan Updates

Updating the BPMP will build upon the work that the City of San Leandro has already done to set a vision for active transportation. With a shared understanding of desired outcomes from existing City plans and policies, the community and project team have a strong basis for developing networks, projects, and programs for implementation.

Fehr & Peers is uniquely positioned to support a focused update. Our team has developed a set of graphics, base maps, and data sources for both Crosstown Corridors and

the LRSP that will be used to efficiently produce new maps and analyses for the BPMP update.

Task 3.1. Introduction, Vision, Goals, and Policies

Establishing a shared vision and set of corresponding goals is fundamental to a successful BPMP. Under this task, Fehr & Peers will update the plan's vision, goals, and policies and ensure they align with those of adopted citywide and countywide planning documents, including the Local Roadway Safety Plan (LRSP), Crosstown Corridors Study, Vision Zero Policy, Caltrans District 4 Bicycle and Pedestrian Plans, and the Alameda CTC Countywide Bikeways Network. This will include an update of the City's Complete Streets Policy.

The introductory chapter serves as an executive summary of what has changed since the last BPMP and frames policies and frameworks for the update. This summary will include regional planning and policy context such as regional designations for activity centers and their purpose, status on key metrics like equity, bicycle ridership, and safety, and the status of equivalent plans in neighboring jurisdictions. With this local and regional context, the introduction will propose a vision, goals, and policies that will set San Leandro up to develop a work plan for implementation.

These updates to the Plan will be presented in the first phase of outreach for BPAC and community stakeholder feedback.

Task 3.2. Bicycle Network Updates

The 2018 bicycle network recommendations already establish a strong foundation for the future. The current BPMP update will focus on reflecting progress on new bikeway projects, confirming and upgrading bikeway type recommendations using best practice, and responding to community feedback on the network.

Fehr & Peers will update the existing GIS database provided by the City to existing conditions, including

EXHIBIT A

SCOPE OF SERVICES

projects that have been completed since the previous iteration of the BPMP. Then, our team will update the recommended bikeway network.

The bicycle network updates task will include a set of five maps to support the City's work plan:

- Existing Bicycle Facilities
- Recommended Bicycle Facilities
- Bicycle Collisions
- All Ages and Abilities Bicycle Network
- Barriers and Gaps
- Existing and Recommended Bicycle Parking

The bicycle network chapter will include statistics and key takeaways from the bike network development, including estimated bicycle mode share, total mileage of bikeways by facility type, and recommendations for routing and wayfinding developed in coordination with City staff and the BPAC.



BICYCLE COLLISIONS MAP, SAN LEANDRO LRSP (2022)

Task 3.3. Pedestrian Network

Leveraging the focus on pedestrian improvement areas and key locations in the 2018 BPMP and the safety hot

spots identified in the LRSP, Fehr & Peers will review projects completed to date and update pedestrian recommendations in the Plan. With a focus on pedestrian demand, equity metrics, and safety need, our team will update mapped priorities and develop actionable recommendations to focus the City's work plan for the next five years.

Fehr & Peers will refresh the pedestrian network, pedestrian improvement areas, and key locations based on updated safety data, land use, engagement, and local knowledge.

The pedestrian network updates task will include a set of five maps to support the City's work plan:

- Existing Pedestrian Facilities
- Barriers and Gaps
- Pedestrian Improvement Areas & Locations
- Pedestrian Collisions
- Recommended Pedestrian Projects

Task 3.4. Safety, Education, Enforcement

The Safety, Education, and Enforcement chapter is a key component of the BPMP, complementing infrastructure recommendations with programs that support walking and biking in San Leandro.

Building off the extensive safety and collision analysis Fehr & Peers recently conducted for the LRSP, our team will update key safety statistics and trends using the last five years of available SWITRS data. We will work closely with City staff and technical stakeholders to reorient the programmatic aspects of the chapter to be consistent with the Safe System approach.

Task 3.5. Implementation

As a work plan for the next five years, the BPMP needs a clear roadmap for action toward implementation. To take the Plan beyond lines on a map, the projects need to be fundable and feasible. Fehr & Peers will update the BPMP

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EXHIBIT A

SCOPE OF SERVICES

Implementation chapter including prioritization, cost estimates, funding, and implementation strategies.

Prioritization processes can be complex and will require close collaboration with City staff to develop criteria and prioritization that will make sense to leadership and the community. Prioritization will be appropriately vetted and will likely include the bicycle and pedestrian network analysis, equity, collision data, and input from community engagement efforts. The resulting 5-year priority project list will form the basis of the City work plan and help inform what the City pursues for grant funding.

Task 3 Deliverables

- Draft and final Introduction, Vision, Goals, and Policies chapter
- Draft and final Bicycle Network chapter
- Draft and final Pedestrian Network chapter
- Draft and final Safety, Education, and Enforcement chapter
- Draft and final Implementation chapter

Task 4. Design Standards

Fehr & Peers will work with the City to produce updated design standards for typical bikeway and sidewalk treatments to be deployed throughout San Leandro. For this task, we assume a primarily technical audience while also acknowledging that design decisions should be clear and transparent for the public. For each design component, our team will develop a simple graphic indicating minimum and preferred dimensions or corresponding design considerations. The standards will align with the City's Complete Streets policies, and will reflect national best practice while fitting in with San Leandro's local context and experience.

The resulting technical memo will include a crosswalk policy, bike parking requirements, and references to national design guidance for complex conditions.

Task 4 Deliverables

- Draft and final technical memorandum design guidelines to be included as an appendix to the BPMP

Task 5. User Map

Our team is excited to support San Leandro in developing a user map for the public to support navigation of current bikeway facilities. This task will build off the mapping work from Task 3, reformatted and refined for route planning purposes, user experience, and legibility.

Fehr & Peers will work with City staff to establish a simple methodology to determine suitability rating of local trails and bikeways. We will focus on a user-friendly system to support route choice. This user map will also highlight popular recreational and activity centers, such as schools, parks, transit, and commercial districts. Input on needs from engagement will inform the educational collateral on the user map, which will include tips and rules for safe and comfortable biking through the City for users of all abilities.

Task 5 Deliverables

- Draft and final user map in a printable PDF format

Task 6. Plan Document

Fehr & Peers takes pride in providing high-quality documents that serve as a useful reference for ongoing implementation. With a significant amount of technical information, the BPMP document will concisely summarize and visually communicate the key take-aways, actions, and priorities within each chapter. Detailed analysis and previous deliverables will be included as appendices.

Our team will prepare the document in Microsoft Word using templates from Crosstown Corridors and the LRSP

EXHIBIT A**SCOPE OF SERVICES**

and deliver electronic drafts in PDF format. The proposed fee includes printing and binding for 30 copies of the final Plan.

Task 6 Deliverables

- Draft, administrative draft, public draft, and final draft Bicycle and Pedestrian Master Plan

Proposed Project Schedule

	Oct	Nov	Dec	Jan-24	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1															
Task 2															
Task 3															
Task 4															
Task 5															
Task 6															

Level of Effort

The estimated level of effort by staff for each task is shown in the fee proposal, which can be found in the **Fee Proposal**.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

San Leandro Bicycle and Pedestrian Master Plan Update
July 10, 2023

Fee Schedule



2023-2024

(July 2023 through June 2024)

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$250.00 - \$395.00
Senior Associate	\$215.00 - \$310.00
Associate	\$185.00 - \$275.00
Senior Engineer/Planner	\$160.00 - \$235.00
Engineer/Planner	\$135.00 - \$185.00
Senior Engineering Technician	\$150.00 - \$225.00
Senior Project Accountant	\$170.00 - \$210.00
Senior Project Coordinator	\$130.00 - \$190.00
Project Coordinator	\$115.00 - \$175.00
Technician	\$130.00 - \$170.00
Intern	\$100.00 - \$135.00

- Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.
- Personal auto mileage is reimbursed at the then current IRS approved rate (65.5 cents per mile as of Jan 2023).
- Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Fee Proposal for San Leandro Bicycle and Pedestrian Master Plan Update

Tasks	Fehr & Peers (Prime)					Labor Hours	Direct Costs	Total	Total Hours	Total Costs
	Susie Hufstader, Project Manager	Carrie Modi, Principal-in-Charge	Graci Diaz, Project Planner/Engineer	Amy Deng, Graphics/GIS	Project Coordinator					
	\$200	\$280	\$170	\$165	\$155					
Task 1 - Project Management and Meetings										
1.1 Kickoff	4	2	1		1	8	\$84	\$1,769	8	\$1,769
1.2 Check-Ins	32	5			5	42	\$429	\$9,004	42	\$9,004
Task 2 - Community Outreach										
2.1 Outreach Meetings	40	4	32	4	10	90	\$529	\$17,299	90	\$17,299
2.2 Optional Website	10	4			2	16	\$1,179	\$4,609	16	\$4,609
2.3 Optional Pop-Up Outreach	12	4	48	24	11	99	\$929	\$18,274	99	\$18,274
2.4 Optional Stakeholder Engagement Support	9	4	9		3	25	\$246	\$5,161	25	\$5,161
Task 3 - Plan Updates										
3.1 Introduction, Vision, Goals, and Policies	8	2	28		5	43	\$385	\$8,080	43	\$8,080
3.2 Bicycle Network	16	2	24	48	11	101	\$873	\$18,338	101	\$18,338
3.3 Pedestrian Network	8	2	24	40	9	83	\$712	\$14,947	83	\$14,947
3.4 Safety, Education, Enforcement	4	1	24	8	5	42	\$363	\$7,618	42	\$7,618
3.5 Implementation	8	2	56	16	10	92	\$794	\$16,664	92	\$16,664
Task 4 - Design Standards										
4.0 Design Standards	24	4	48	72	19	167	\$1,445	\$30,350	167	\$30,350
Task 5 - User Map										
5.0 User Map	6	2	8	36	7	59	\$507	\$10,652	59	\$10,652
Task 6 - Plan Document										
6.0 Plan Document	6	2	16	8	12	44	\$1,883	\$9,543	44	\$9,543
Total Before Optional Tasks	166	32	261	232	96	787	\$ 9,182	\$ 148,872	787	\$144,263
Total with Optional Tasks	187	40	318	256	110	911	\$10,357	\$172,307	911	\$172,307

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

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

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

EXHIBIT C

INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its officials, employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected and appointed officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*****HOURS OF WORK:**

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

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:
 - 1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

EXHIBIT D**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.**

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.
- The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.
- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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