

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
FEHR & PEERS  
FOR  
CROSSTOWN CLASS IV CORRIDORS STUDY**

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 \_\_\_\_\_, 21\_\_ (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 November 30, 2022, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.
- 1.6 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.

- 1.7 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 \$349,248, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;

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

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

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

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

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

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

- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$\_\_\_\_\_. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. 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 **\$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 \$2,000,000 per occurrence 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 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

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

#### **4.4 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 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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

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

**4.6 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. Contractor 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 60 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.

Nevertheless, 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"). 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 derivative that includes any Third-party IP, or in the event that 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 other 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.

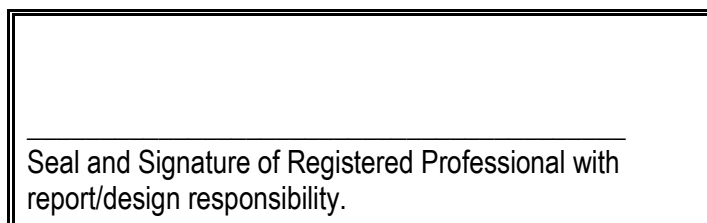
At City’s sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant’s economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to 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 Sheila Marquises ("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:  
Carrie Modi  
2201 Broadway, Suite 602  
Oakland, CA 94612  
c.modi@fehrandpeers.com

Any written notice to City shall be sent to:  
Sheila Marquises, Principal Engineer  
835 East 14th Street  
San Leandro, CA 94577  
[smarquises@sanleandro.org](mailto:smarquises@sanleandro.org)

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Sally Perez, Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577  
[sperez@sanleandro.org](mailto:sperez@sanleandro.org)

- 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> | COVID-19 Compliance Requirements              |

**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

FEHR & PEERS

\_\_\_\_\_  
Frances Robustelli, Interim City Manager

\_\_\_\_\_  
Rob Rees, Principal

Attest:

\_\_\_\_\_  
Consultant's DIR Registration Number  
(if applicable)

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

\_\_\_\_\_  
Susan Hsieh, Finance Director

\_\_\_\_\_  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

\_\_\_\_\_  
Keith R. Cooke, Director

## EXHIBIT A

### SCOPE OF SERVICES

#### Tasks and Deliverables

#### Task 1 Project Management

The Consultant shall provide proactive and timely communication with the project team to maintain the project budget and schedule.

##### Deliverables

- Kick-off meeting agenda, meeting notes, and data request
- Monthly video calls, including agenda and notes

#### Task 2 Outreach and Engagement

##### 2.1 Project Advisory Group Meetings

The Consultant will develop a Community Engagement Plan (CEP) in partnership with the City. The CEP will identify the goals of outreach for targeted populations and stakeholders and strategies tailored for encourage engagement.

The Consultant and the City will collaborate to develop a group of stakeholders for each corridor that have local understanding, represent diverse populations along the corridors, and are committed to improving traffic safety in San Leandro. The team will focus on seeking broad representation from communities identified as high need, with a focus on users of active transportation. Community members will be invited to join the Project Advisory Group (PAG) and serve as strategic advisors in advancing the Study. The PAG will be composed of local stakeholders, such as local school, business, residents, and advocates from each corridor. The PAG will be critical for providing both initial input on the project but also continuous feedback as the project progresses. The PAG will review project goals, the Community Engagement Plan, all public facing materials, and will serve as a sound boarding for materials that will eventually go to the broader public. A total of three PAG meetings will be facilitated for each corridor

##### Deliverables

- Draft Community Engagement Plan
- Final Community Engagement Plan
- Project Advisory Group member list, one per corridor
- Three (3) Advisory Group meetings per corridor
- Meeting materials: agendas, presentations, and notes

##### 2.2 Bicycle and Pedestrian Advisory Committee Meetings (BPAC)

The Consultant will attend a total of three (3) BPAC meetings throughout the life of the project and coordinate with the city regarding attendance. Bike East Bay will attend one BPAC meeting to lead a discussion of potential tactical urbanism projects on the corridors and engage BPAC members in opportunities to participate in their implementation.

#### Deliverables

- Consultant attendance at **three (3)** BPAC meetings

### 2.3 Stakeholder Interviews

The consultant will facilitate group and individual interviews to gather input from key stakeholders along the corridors. Interviewees will be finalized in consultation with City staff. The Consultant will facilitate up to ten (10) interviews with stakeholders via phone, virtually, in groups, or in person. It is anticipated that roughly five will occur during the existing conditions phase and roughly five will occur during the plan proposal phase.

#### Deliverables

- Stakeholder member list
- Ten (10) stakeholder meetings
- Stakeholder meeting memo

### 2.4 Student Ambassadors/Student Internship Program

The Consultant will collaborate with middle and high school students, the San Leandro Youth Advisory Commission, and PilotCity. Student Ambassadors will join the outreach team in two rounds to support engagement during their summer internship, aligning with the project schedule. In the first round, Student Ambassadors will be selected based on those who prepare the most innovative and creative community engagement proposal for the study. The top two strategies will be incorporated into our Community Engagement Plan and implemented upon consultation with the City. Student Ambassadors in 2021 will support pop-up mobile workshops, assist in spreading the word about the online outreach resources, and have an opportunity to co-lead stakeholder interviews with our team. In 2022, the Student Ambassador program will be designed to support the implementation of the two tactical urbanism pilots. In both phases, students will learn about the transportation planning process, active transportation treatments for safer streets, and community engagement. Utilizing a youth-led model, Student Ambassadors will develop outreach strategies tailored to their peers and local community. Student Ambassadors will be managed primarily by Bike East Bay with support from Fehr & Peers on internship curriculum and community engagement approach. Bike East Bay staff will supervise up to **four (4)** Student Ambassadors over two 6-week summer programs. As an optional add-on, Bike East Bay may continue working with two Student Ambassadors during the 2021-2022 school year for continued engagement with school communities.

#### Deliverables

- Student Ambassador List
- Photos/materials from events
- Meeting notes

### 2.5 Community Open Houses

The Consultant will prepare and facilitate two community open houses for each corridor (four open houses total) to engage the community in the development of the complete street design for Bancroft Avenue and Williams Street. The outreach and publication for these events will be highly publicized in at least three languages through multiple media (e.g., flyers, newspaper ad, social media, Next Door, SL Next, etc.). In addition to translating promotional and meeting materials, interpretation services (for Spanish and Chinese) will be available at these open houses. The City and Consultant team will also seek out and work with local community and advocacy groups to learn and help guide the outcomes of this process based on their everyday experiences along these corridors. The Consultant will also seek to utilize these groups' social media and networking capabilities to further expand the reach of this public engagement. To enhance public participation in the Open Houses, Bike East Bay will organize a community bike ride to each of the four Community Open Houses. Each ride will seek to attract at least 10 people with a goal of 50 people in total for four rides. Bike East Bay will design the routes, promote the rides, and plan with the project team the points of discussion along the way. Each ride will end at the Open House for participants to further engage with the project in a more informed and more exciting way. The open houses will follow the themes below:

Open House One will create a forum for Collaborating on Options. Feedback gathered from the public will be incorporated into the first set of streetscape. Multiple alternatives for each corridor will be introduced and discussed neighborhood-to-neighborhood with a focus on pros/cons and potential trade-offs and benefits. This will include understanding preferences and priorities about what the corridors should look like and how they should function.

Open House Two: These will showcase the preferred alternative and refine it through community input and discussion. The final concept design and study – which will incorporate the Open House 2 feedback - will be published on the project website and shared with the community.

#### Deliverables

- Two (2) open houses per corridor
- Summary Memo
- Contact List
- Translated Open House materials for each event
- Chinese and Spanish translation and interpretation at each event

#### 2.6 Mobile “Pop-Up” Workshops

The consultant and the city will host a total of four mobile workshops. The pop-up events will be hosted early in the study process, to gather feedback on the existing conditions and needs/desires of residents and stakeholders along the corridors. The input from these events will feed into the conceptual designs.

As an option, Bike East Bay will provide a minidemo bikeway as part of one or more mobile pop-up workshops, to draw attention to the pop-up and enhance the intuitive understanding of the purpose of the pop-up.

Deliverables

- Two pop-ups per corridor
- Event photos at each pop-up
- Event Materials at each pop-up
- Feedback and summary notes

2.7. Tactical Urbanism

The tactical urbanism pilots are anticipated to occur two thirds of the way through the study process and test out one segment of each corridor's preferred alignment. The Consultant team will handle logistics, implementation strategies, materials, and plans for the demonstrations. The Consultant team will work with Student Ambassadors and interested students and teachers to recruit volunteers to promote, stage, operate, and remove the tactical urbanism project on both Bancroft Avenue and Williams Street. Live demonstrations will use materials such as, paint, plastic, and other materials to transform the corridors into youth leaders' vision of a safer corridor. At minimum, each tactical urbanism pilot will include separated bikeways and enhanced pedestrian crossings with opportunity to incorporate other low-cost improvements based on what the team hears from the public during the community engagement. The community feedback will then be incorporated into future design revisions.

Deliverables

- Two tactical urbanism pilots per corridor
- Event photos at each pilot
- Event materials for each pilot
- Feedback and summary notes

2.8 Project Website with Interactive Web Map

The Consultant Team will develop a project website through an external provider which allows custom web-based mapping platforms and online surveying strategies that gather public comments or an external community engagement webservice provider. The project website will host up-to-date project information on project goals, scope, existing conditions, streetscape designs, and house community engagement updates, such as outcomes and feedback at meetings, and forthcoming meetings and opportunities for engagement. The project website will also serve as an opportunity for cyclical community engagement by allowing residents to share comments at specific point locations where they may have a concern or suggestion for improvement. Keeping the website up to date throughout the project will support the creation of a continuous feedback loop with the public and project team so that the community is not limited to giving feedback at public meetings.

## Deliverables

- Project website with interactive web tool to be used at 3 stages of the project

## Task 3

### **Streetscape Plan Alternatives**

#### 3.1 Data Collection and Existing Conditions

The consultant will collect and review relevant policies and planned projects for the project areas, including the city's General Plan – San Leandro 2035 (2016), Bicycle and Pedestrian Master Plan (2018), CPBST San Leandro Workshop Summary and Recommendations (2020), socio-economic and demographic data, parking data, traffic volumes, collisions data, public and private infrastructure standards, infrastructure master plans, aerial and mapping data, and other relevant studies and policies. The consulting team will review available collision and traffic volume data, as available, provided by the city, county, Caltrans, and Office of Traffic Safety to understand the context.

The Consultant will summarize socioeconomic and demographic data to understand who is living along each corridor and will culminate in a one-page infographic cut sheet for each corridor.

The Consultant will field review the City's on-street curb designation inventory provided in the Q&A and collect on street parking utilization data and loading behavior observations. Parking utilization data will be collected over a peak six-hour window, at a time selected in consultation with City staff. This baseline will help understand potential parking impacts on the corridor and shape the understanding of drivers' mobility needs. The loading behavior will help understand business, school, and park access needs (e.g., markets on Williams near Alvarado Street and the business district centered on Dutton Avenue). Understanding business access needs will help build trust with business stakeholders on the corridor. This will culminate in two maps with associated number of parking spaces: (1) curb designation map and (2) parking utilization and loading needs map.

The Consultant will collect up to 10 new intersection turning movement counts during the AM and PM (two-hour counts per each peak period) to support the traffic modeling. This scope language is covered under Task 2.2 include vehicle, bicycle, and pedestrian peak period volumes.

The consultant will conduct (1) a proactive and (2) a reactive safety analysis on each corridor. The proactive approach will identify locations of existing active transportation countermeasures on the corridor (e.g., bike lanes, pedestrian scrambles, RRFBs) and identify similar locations where those safety countermeasures are not installed. This will include an inventory of existing controlled and uncontrolled crosswalks plus bikeways (based on the BPMP). This will help create an inventory of potential enhancement locations for biking and

walking infrastructure. The reactive analysis will examine hot spots from the last 10 years of available collision history using SWITRS. This will culminate in: (1) proactive safety assessment map, with a focus on existing safety countermeasures infrastructure, (2) a reactive safety assessment map, highlighting hot spot locations on the corridor, and (3) an infographic summary of SWITRS safety trends from the last 10 years of available data. This analysis will incorporate available ADT and speed data from the City from the last five years. This analysis will also use the available traffic count data to identify potential locations where conflicting auto turning movements along the Class IV separated bikeways are high and a protected turn may be needed for safety.

The Consultant will conduct a comfort analysis for people walking and biking using Streetscore+ tool. The method is similar to the bicycle level of traffic stress methodology and incorporates a similar methodology for pedestrians.

The Consultant will map locations of bus stops, basic information about the quality of each bus stop (e.g., lighting, shelter, place to rest, and crosswalk access), and can identify long queue length and intersection delay locations where the bus may be getting slowed down.

#### Deliverables

- Table of related policies and proposed project, one for each corridor
- One-page infographic cut sheet, one for each corridor
- Two maps with associated number of parking spaces: (1) curb designation (2) parking utilization and loading needs
- Draft and final existing conditions summary memo, incorporating the figures and analyses described above
- One meeting with City staff to discuss findings and/or comments

### 3.2 Streetscape Concept Design

Once a preferred alternative is selected, the Consultant team will take the cross-section and sample plan view layouts and extrapolate those to the rest of each corridor. The drawings will be produced at 1:50 scale in CAD and will identify: intersection improvements, modifications to curb designations or bus stop locations, bus stop designs, and layout of the preferred cross-section.

The streetscape concepts will incorporate Class IV separated bikeways with the additional mobility, pedestrian safety, and safe routes to school needs (consistent with the project goals) revealed through the existing conditions report (Task 2.1) with input from extensive community outreach and engagement activities. The colorized streetscape concepts will be reviewed and refined based on community feedback at PAG Meeting 3, BPAC Meeting 3, and Open House 2. The Consultant will review and provide input on civil engineering elements and prepare a conceptual cost estimate. These materials will be grant-ready, such that the City could upload these to a Caltrans ATP Cycle 6 application or Alameda CTC CIP application.

#### Deliverables

- Draft and final conceptual design plans in CAD and PDF at 1:50 scale, one per corridor
- Draft and final cost estimate, one per corridor

### 3.3 Traffic Modeling and Conceptual Design Alternatives

The Consultant will develop Synchro models for each corridor at up to 11 total study intersections during the AM and PM peak hours on a typical weekday. These models will be used to establish baseline conditions for traffic – and on Bancroft Avenue bus operations – and to evaluate the operational changes associated with the proposed Class IV separated bikeways in up to two plus project scenarios. The plus project scenarios will likely focus on modifications to lane configurations, potential safety countermeasures, and signal timing optimizations.

To supplement the intersection operations analysis, the Consultant will conduct field visits on the day of the traffic counts when school is in session. The Consultant will observe operations, including queuing at major driveways (e.g., at school sites) and other unsignalized locations.

The Consultant will work closely with the City to develop two (2) class IV separated bikeway concept alternatives for each corridor for a total of four (4) concept alternatives. Each alternative will include: a sample two-block illustrative plan showing signalized and unsignalized intersections, up to four (4) cross sections, and a photo simulation/rendering of the typical design.

#### Deliverables

- Draft and final traffic operations memo with technical appendices (for traffic counts and project scenarios), one per corridor
- Two (2) conceptual design alternatives, one per corridor
- Draft and final alternatives analysis memo, one per corridor

### 3.4 Draft Crosstown Class IV Corridors Study

The Consultant will determine a preferred design alternative for each corridor based on the discussion of preferred design alternatives in the first round of open houses. The Draft Crosstown Class IV Corridors Study will include all aspects of the process and study. The Study will be prepared to be presented for public comment and feedback from relevant committees and stakeholders.

#### Deliverables

- Administrative draft of Crosstown Class IV Corridor Study
- Public draft of Crosstown Class IV Corridor Study

### 3.5 Final Crosstown Class IV Corridors Study



Based on comments received at presentation to policymakers and during the public comment period, the Consultant will finalize the draft Plan document based on one consolidated set of comments. The Consultant shall provide one electronic pdf file and five (5) bound hard copies.

**Deliverables**

- Final Crosstown Class IV Corridor Study in electronic format
- Five (5) bound hard copies of Final Study

**3.6 BART-Area Access Studies**

The Consultant will develop recommendations to integrate the Crosstown Class IV Corridors with San Leandro's existing and future walking and biking network, serving both BART station areas. This will be summarized on a map-based figure for each station area and a corresponding table of projects.

**Williams Street to San Leandro BART and Downtown San Leandro:** This will include connections to BART via Alvarado Street and San Leandro Boulevard. We will use the 2020 BART Walk and Bicycle Network Gap Study as springboard as well as recommendations from the East Bay Greenway PS&E and San Leandro Complete Streets Safety Assessment. This could include consideration of Williams Street east of San Leandro Boulevard to connect to downtown San Leandro and the Bancroft Avenue corridor.

**Bancroft Avenue to Bayfair BART:** This will focus on connections via Hesperian Boulevard, where Class IV separated bikeways are proposed to connect with Bay Fair BART. This will consider the recommendations from the ongoing E. 14th/Mission Boulevard Multimodal Corridor Study led by Alameda CTC. It will employ the recommendations of the 2018 Bay Fair TOD Specific Plan as a springboard and gather additional input through the Task 1 Community Engagement. The focus will be on safe biking and walking connections to BART.

**Deliverables**

- Draft and final map and table of recommendations connecting the project extents to each BART Station.

**3.7 Present to Policy Makers**

The Consultant will attend and present the draft and final Crosstown Class IV Corridors Study at up to four (4) commission/committee or council meetings. Feedback from these meetings will be incorporated into the final Study. The Consultant will prepare up to two PowerPoint presentations and deliver the presentations at up to four (4) meetings.

**Deliverables**

- Two (2) PowerPoint presentations (one for the working sessions, one for the final meeting)

- Attendance and presentation at up to four (4) Committee/Commission or Council meetings

## Project Schedule

| TASK                                                    | 2021 |     |     |     |     |      |     |     |     |     | 2022 |     |     |     |     |     |     |      |     |     |  |
|---------------------------------------------------------|------|-----|-----|-----|-----|------|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|------|-----|-----|--|
|                                                         | Apr  | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | Jan | Feb  | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov |  |
| Task 1 Project Management                               |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| Task 2 Outreach and Engagement                          |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 2.1 Project Advisory Group Meetings                     |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 2.2 Bicycle and Pedestrian Advisory Committee Meetings  |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 2.3 Stakeholder Interviews                              |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 2.4 Student Ambassador Program                          |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 2.5 Community Open Houses                               |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 2.6 Mobile "Pop-up" Workshops                           |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 2.7 Tactical Urbanism                                   |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 2.8 Project Website with Interactive Web Map            |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| Task 3 Streetscape Plan Alternatives                    |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 3.1 Data Collection and Existing Conditions             |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 3.2 Streetscape Concept Design                          |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 3.3 Traffic Modeling and Conceptual Design Alternatives |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 3.4 Draft Crosstown Class IV Corridors Study            |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 3.5 Final Crosstown Class IV Corridors Study            |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 3.6 BART -Area Access Studies                           |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |
| 3.7 Present to Policy Makers                            |      |     |     |     |     |      |     |     |     |     |      |     |     |     |     |     |     |      |     |     |  |

## EXHIBIT B COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

The budget (excluding reimbursables) for each phase of work is as follows:

|                                                         |                  |
|---------------------------------------------------------|------------------|
| Task 1 - Project Management                             |                  |
| 1.1 Project Management                                  | \$10,076         |
| Task 2 - Outreach and Engagement                        |                  |
| 2.1 Project Advisory Group Meetings                     | \$15,530         |
| 2.2 Bicycle and Pedestrian Advisory Committee Meetings  | \$4,281          |
| 2.3 Stakeholder Interviews                              | \$11,480         |
| 2.4 Student Ambassadors/Student Internship Program      | \$16,677         |
| 2.4.1 OPTIONAL School Year Ambassadors                  |                  |
| 2.5 Community Open Houses                               | \$37,645         |
| 2.6 Mobile "Pop-Up" Workshops                           | \$10,816         |
| 2.7 Tactical Urbanism                                   | \$69,476         |
| 2.8 Project Website with Interactive Web Map            | \$17,000         |
| Task 3 - Streetscape Plan Alternatives                  |                  |
| 3.1 Data Collection and Existing Conditions             | \$27,665         |
| 3.2 Streetscape Concept Design                          | \$34,165         |
| 3.3 Traffic Modeling and Conceptual Design Alternatives | \$52,922         |
| 3.4 Draft Crosstown Class IV Corridors Study            | \$21,305         |
| 3.5 Final Crosstown Class IV Corridors Study            | \$11,810         |
| 3.6 BART-Area Access Studies                            | \$5,470          |
| 3.7 Present to Policy Makers                            | \$2,930          |
| <b>Total for all Tasks</b>                              | <b>\$349,248</b> |



2020-2021

(July 2020 through June 2021)

**Hourly Billing Rates**

| <b>Classification</b>         | <b>Hourly Rate</b>  |
|-------------------------------|---------------------|
| Principal                     | \$180.00 - \$350.00 |
| Senior Associate              | \$185.00 - \$340.00 |
| Associate                     | \$170.00 - \$245.00 |
| Senior Engineer/Planner       | \$135.00 - \$215.00 |
| Engineer/Planner              | \$115.00 - \$165.00 |
| Senior Engineering Technician | \$145.00 - \$195.00 |
| Senior Project Accountant     | \$160.00 - \$165.00 |
| Senior Project Coordinator    | \$120.00 - \$165.00 |
| Project Coordinator           | \$85.00 - \$150.00  |
| Technician                    | \$115.00 - \$160.00 |
| Intern                        | \$90.00 - \$115.00  |

- *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 (56 cents per mile as of Jan 2021).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

*Fehr & Peers reserves the right to change these rates at any time with or without advance notice.*

## Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2021\*

### HOURLY CHARGE RATE RANGES

#### Engineering Services

|                         |               |
|-------------------------|---------------|
| Intern                  | \$48 - \$85   |
| Technician              | \$78 - \$128  |
| Design Engineer I       | \$97 - \$138  |
| Sr. Technician          | \$116 - \$163 |
| Design Engineer III     | \$125 - \$162 |
| Project Engineer        | \$147 - \$180 |
| Sr. Project Engineer    | \$164 - \$213 |
| Sr. Technical Engineer  | \$164 - \$213 |
| Project Manager         | \$194 - \$243 |
| Technical Lead          | \$194 - \$243 |
| Sr. Project Manager     | \$221 - \$314 |
| Sr. Technical Lead      | \$221 - \$314 |
| Engineering Manager     | \$286 - \$352 |
| Practice Area Leader    | \$286 - \$352 |
| Sr. Engineering Manager | \$320 - \$430 |
| Principal               | \$404 - \$480 |

#### Construction Management Services

|                              |       |
|------------------------------|-------|
| Office Technician            | \$80  |
| Office Engineer              | \$150 |
| ** Asst. Resident Engineer   | \$200 |
| ** Inspector - CM            | \$200 |
| Project Manager - CM         | \$250 |
| RE/Structural Representative | \$250 |
| Sr. Project Manager - CM     | \$260 |
| Division Manager - CM        | \$310 |
| Sr. Division/Area Manager    | \$355 |

#### District Management Services

|                             |               |
|-----------------------------|---------------|
| ** Inspector - Apprentice   | \$65 - \$100  |
| ** Inspector                | \$97 - \$135  |
| ** Sr. Inspector            | \$123 - \$156 |
| Assistant Sanitary Engineer | \$142 - \$171 |
| Associate Sanitary Engineer | \$155 - \$206 |
| Sanitary Project Engineer   | \$160 - \$220 |
| Operations Manager          | \$221 - \$314 |
| Deputy District Manager     | \$275 - \$338 |
| District Manager-Engineer   | \$307 - \$359 |

#### Grant Writing Services

|                        |       |
|------------------------|-------|
| Funding Specialist     | \$150 |
| Sr. Funding Specialist | \$250 |

#### Survey Services

|                         |               |
|-------------------------|---------------|
| Survey Intern           | \$56 - \$103  |
| Survey Technician       | \$85 - \$137  |
| Sr. Survey Technician   | \$95 - \$170  |
| Surveyor                | \$118 - \$145 |
| Sr. Surveyor            | \$130 - \$187 |
| Lead Survey Technician  | \$153 - \$183 |
| Project Surveyor        | \$161 - \$197 |
| Sr. Project Surveyor    | \$183 - \$216 |
| Survey Manager          | \$195 - \$248 |
| Sr. Survey Manager      | \$217 - \$289 |
| Survey Division Manager | \$274 - \$348 |
| ** Single Chief         | \$152 - \$172 |
| ** Single Instrumentman | \$142 - \$150 |
| ** Single Chainman      | \$133 - \$140 |
| ** Apprentice           | \$66 - \$145  |
| ** 1 Person Field Crew  | \$152 - \$192 |
| ** 2 Person Field Crew  | \$265 - \$345 |
| ** 3 Person Field Crew  | \$351 - \$482 |
| Drone Pilot             | \$210         |

#### Project Support/Coordination Services

|                         |               |
|-------------------------|---------------|
| Project Assistant       | \$65 - \$99   |
| Technical Writer        | \$65 - \$103  |
| Sr. Project Assistant   | \$90 - \$124  |
| Project Coordinator     | \$90 - \$128  |
| Graphic Designer        | \$100 - \$131 |
| Sr. Technical Writer    | \$94 - \$149  |
| Project Accountant      | \$103 - \$142 |
| Sr. Project Coordinator | \$116 - \$160 |
| Sr. Graphic Designer    | \$120 - \$167 |
| Sr. Project Accountant  | \$129 - \$174 |
| Sr. Graphic Manager     | \$152 - \$178 |

#### Urban Planning/Landscape Architecture Services

|                           |               |
|---------------------------|---------------|
| Landscape Intern          | \$48 - \$85   |
| Landscape Designer        | \$81 - \$160  |
| Landscape Architect       | \$113 - \$203 |
| LAUD Division Manager     | \$233 - \$284 |
| LAUD Project Manager      | \$184 - \$217 |
| Sr. LAUD Project Manager  | \$197 - \$256 |
| Sr. LAUD Division Manager | \$259 - \$302 |

#### Special Services

|                      |       |
|----------------------|-------|
| Expert Witness       | \$420 |
| Strategic Consulting | \$420 |

**Note: Additional Promotional Steps Exist within Various Rate Categories**

### OTHER DIRECT COSTS

Reimbursables including, but not limited to:

|                                         |              |                         |              |
|-----------------------------------------|--------------|-------------------------|--------------|
| Reproductions, Delivery and Filing Fees | Cost Plus 5% | Outside Consultant Fees | Cost Plus 5% |
| Mileage                                 | Per IRS Rate | Survey Field Expenses   | Cost Plus 5% |

\*Rates subject to escalation with new hourly rate schedule as of July 1, 2021

\*\*These charge rates are subject to Prevailing Wage laws and Union contract.

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## **EXHIBIT C INDEMNIFICATION**

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's negligent performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

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**

### **COVID-19 Compliance Requirements**

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious, and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Consultant shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City. Consultant agrees that when entering any City buildings, Consultant will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Consultant shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Consultant shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.