



City of San Leandro

Meeting Date: November 2, 2015

Staff Report

File Number: 15-590

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.B.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Cynthia Battenberg
Community Development Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution Approving a Contractual Services Agreement with Stantec Consulting Services Inc. for the Preparation of the San Leandro Creek Trail Master Plan

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve 1) a contractual services agreement (CSA) with Stantec Consulting Services, Inc. for an amount not to exceed \$138,062 to prepare the San Leandro Creek Trail Master Plan and 2) a \$156,118 carryover of unallocated Caltrans grant funds from FY 2014-15 to FY 2015-16. Of the \$156,118, \$138,062 shall be allocated for the Stantec Consulting Services, Inc., agreement and the remaining \$18,056 shall be used for ongoing City staff grant administration costs.

BACKGROUND

The proposed San Leandro Creek Trail Master Plan Study (a feasibility study) is an effort to develop a plan, design concepts, and an implementation strategy for a multi-use trail and path along segments of the San Leandro Creek in the Cities of San Leandro and Oakland. This project will build on several years of preliminary outreach and analysis of the corridor in Oakland; over a decade's worth of effort by the Friends of San Leandro Creek to restore a thriving riparian corridor within Oakland and San Leandro; and many other efforts by a diverse group of stakeholders. The multi-use trail was initially envisioned in 2012 and soon after the San Leandro Creek Alliance began serving as the forum for ongoing meetings of project partners, including the cities of San Leandro and Oakland, BART, Alameda County Flood Control & Water Conservation District, East Bay Municipal Utility District, East Bay Regional Parks District, Friends of San Leandro Creek, the National Park Service, Merritt College, and Rails-to-Trails Conservancy.

In November 2013, the State of California Department of Transportation (Caltrans) announced the availability of transportation planning grant funds to support multi-modal transportation to improve mobility and accessibility for all people, with a focus on

sustainability. In February 2014, Rails-to-Trails Conservancy staff, on behalf of the San Leandro Creek Alliance, submitted a grant application to Caltrans for the San Leandro Creek Trail Master Plan. In July 2014, following the grant submittal, which identified the City of San Leandro as the lead agency, the City was awarded \$201,510 from the Caltrans State Highway Account - Partnership Planning for Sustainable Transportation grant program. In September 2014, the City Council authorized the City Manager to execute agreements with Caltrans, which allowed for the grant funds to be made available to the City. The grant funding is allocated to cover the cost of the consultant study and for project work by Rails-to-Trails Conservancy, City of Oakland, and City of San Leandro.

The grant allows for the development of the San Leandro Creek Trail Master Plan Study, design concepts, and implementation strategy for a multi-use trail along San Leandro Creek through the cities of San Leandro and Oakland. For context, approximately 2.1 miles of the creek are located in the City of San Leandro, 2.1 miles in the City of Oakland, and 1.8 miles runs along the border of the two cities.

The multi-use trail is intended to bring more awareness to the creek and to provide connections among certain segments of the creek. The approximately 2.1 miles of the San Leandro Creek that is located entirely within the City of San Leandro limits, including the three-quarter mile stretch of the creek from Root Park to the Southern Pacific Railroad, would be studied. In 2013 and 2014, the Creek Walk was a funding priority for City Council's federal lobbying efforts as it promotes healthy living, supports efforts to restore the flow of the creek, and reconnects the community with waterways.

Analysis

In August 2015, staff distributed a Request for Proposal (RFP) for the San Leandro Creek Trail Master Plan to eleven qualified consulting firms. The RFP was also posted on the City website. Seven consulting firms attended a pre-application meeting.

Four consulting firms submitted proposals by the September 4, 2015 deadline. Staff from the City of San Leandro's Community Development Department, along with staff from the City of Oakland, Caltrans, and Rails-to-Trails Conservancy carefully reviewed the proposals and interviewed two firms and their teams of sub-consultants. Upon completion of the interviews, the reviewers selected Stantec Consulting Services, Inc. as the best qualified firm for recommendation to the City Council. The consultant team consists of:

- Stantec Consulting Services, Inc. (lead consultant)
- Circlepoint (subconsultant)

Stantec Consulting Services, Inc. (Stantec) is a highly experienced professional consulting firm with extensive experience in planning, engineering, architecture, landscape architecture, environmental sciences and feasibility study preparation for recreational trails, bikeways, and multi-use trails. Stantec has partnered with Circlepoint, a firm that specializes in communication, facilitation, and public outreach. Both Stantec and Circlepoint will work closely with the Cities of San Leandro and Oakland, and the Rails-to-Trails Conservancy, throughout the feasibility study process.

Stantec and Circlepoint will carry out most of the technical work for this project, which includes preparation of the draft and final reports, and assistance with 14 public meetings. The study is projected to take approximately 19 months and the anticipated completion date is May 2017. The deliverables from the consultants will include a public outreach engagement process (which includes 14 public meetings), maps, analysis, photo simulations, and plans developed through the extensive input process. Recommended trail segments (alignments) and sample trail sections alternatives will be identified and trail design standards will be provided. Near the completion of the project, the study, including technical recommendations and next steps, will be presented to the City Councils of Oakland and San Leandro.

Previous Action

- The City Council approved Resolution No. 2014-096 authorizing the City Manager to execute agreements that accept federal and/or state funding and obligates the City to provide matching funds for the San Leandro Creek Trail Master Plan project

Environmental Review

The CSA with Stantec Consulting Services, Inc. is a professional services contract and is exempt from CEQA per CEQA Guidelines, Article 19, Section 15306, as the feasibility study consists of Information Collection.

Public Outreach Effort

- Community Meeting held Thursday, October 29, 2015 at the Main Library from 6:30-8:00 p.m.

Legal Analysis

The City Attorney's Office reviewed and approved as to form the staff report and CSA.

Fiscal Impacts & Budget Authority

This contract award is for an amount not to exceed \$138,062 and will be funded by the Caltrans grant funding (Account number 150-41-211-5120). There is a balance of \$156,118 from the Caltrans grant that needs to be carried over into FY 2015-16. Upon City Council approval to carryover the \$156,118, \$138,062 shall be allocated for the Stantec Consulting Services, Inc., agreement and the remaining \$18,056 shall be used for ongoing City staff grant administration costs.

ATTACHMENT

Attachment to Resolution

- Contractual Services Agreement with Stantec Consulting Services Inc.

PREPARED BY: Anjana Mevani, Planner II, Community Development Department



City of San Leandro

Meeting Date: November 2, 2015

Resolution - Council

File Number: 15-591

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Cynthia Battenberg
Community Development Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Approving a Contractual Services Agreement with Stantec Consulting Services, Inc. for the Preparation of the San Leandro Creek Trail Master Plan (provides planning and professional services related to the development of a plan for an amount not to exceed \$138,062 paid with grant funds, Account Number 150-41-211-5120)

WHEREAS, an agreement between the City of San Leandro and Stantec Consulting Services, Inc., a copy of which is attached, has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement; and

WHEREAS, per Resolution No. 2014-096 the City of San Leandro will use some of the matching funds and Caltrans (State) grant funds to pay for the services.

WHEREAS, the budget appropriation for the \$201,510 State grant was posted in FY 2014-15 under project 150-41-211. The project had a remaining State grant budget balance of \$200,168, but only \$44,050 was requested to be carried over to FY 2015-16. That carryover was posted into 150-41-211-5120, but \$156,118 (of which \$138,062 shall be allocated to Stantec Consulting Services, Inc., and the remaining \$18,056 shall be used for ongoing City staff grant administration costs) was not carried over.

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

1) Approve said consulting services agreement with Stantec Consulting Services, Inc. for an amount not to exceed \$138,062, and authorize execution by the City Manager with any necessary amendments or edits, subject to approval as to form by the City Attorney.

2) Approve an additional \$156,118 carryover into 150-41-211-5120 for FY 2015-16.

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
STANTEC CONSULTING SERVICES INC.
FOR
SAN LEANDRO CREEK TRAIL MASTER PLAN

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Stantec Consulting Services, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of November 2, 2015 (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 October 31, 2017, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 City of San Leandro Living Wage Rates. This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.
- 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 Thirty Eight Thousand Sixty-two dollars (\$138,062), 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 performed to City's reasonable satisfaction.

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 \$5,425. 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. Consultant is entitled to apply for any tax credits applicable to or in relation to its services and shall be entitled to provide such information as may be required by the relevant tax authority to the authority.
- 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 to City's reasonable satisfaction as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

- 4.1 Workers' Compensation.

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

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

- 4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:
- a. Certificate of Liability Insurance in the amounts specified in the section; and
 - b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 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 affect this waiver of subrogation.
 - d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

4.3 Professional Liability Insurance.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

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

4.4.6 Subcontractors. Consultant shall require all its subcontractors to carry appropriate amounts of insurance for the services they are providing. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including

but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination. City may cancel this Agreement at any time and without cause upon thirty (30) days' prior written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

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

- 8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

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

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 et seq., the entire Agreement is void and Consultant will not be entitled to

any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 et seq., and, if applicable, will be disqualified from holding public office in the State of California.

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

10.9 Contract Administration. This Agreement shall be administered by Anjana Mevani, Planner II ("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:
Melissa Dugan, Senior Associate
Stantec Consulting Services Inc.
38 Technology Drive, Suite 100
Irvine, CA 92618-5312

Any written notice to City shall be sent to:
Anjana Mevani, Planner II
Community Development Department
835 East 14th Street
San Leandro, CA 94577

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.



report/design responsibility.

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF SAN LEANDRO

STANTEC CONSULTING SERVICES INC.

Chris Zapata, City Manager

Melissa Dugan, Senior Associate

Attest:

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

150-41-211-5120

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

X Form 700 Not Required

Form 700 Required

Cynthia Battenberg
Community Development Director

1969630.2 (2015)

EXHIBIT A
SCOPE OF SERVICES

Scope of Work

Task 0 – Project Management

A well-structured project management program is essential to all aspects of a successful project, including the quality of products, the maintenance of the agreed upon schedule, and in meeting City stated goals. Our project management framework provides a template for setting up a project specific program that will help ensure success.

Although not called for specifically in the RFP, this task will be started before any other tasks, and will continue through the life of the project. We will follow our project management procedures, as outlined in the following table:

Melissa Dugan, PTP, ENV SP, our project manager, will be the direct contact with the City throughout the project. Melissa is a proven strategist, problem-solver and negotiator, and she has an excellent record for leading multidisciplinary teams through this type of project on schedule and within budget. Melissa will be responsible for the delivery of the project, the schedule, and the specific tasks outlined below. **Rock Miller, PE, PTOE**, our Project Director, will provide project vision and technical direction. He will be responsible for making sure the project is completed correctly, in addition to bringing innovative and creative ideas to project challenges. Rock and Melissa will work together to proactively manage this project and actively resolve issues as they arise rather than waiting for the next scheduled meeting.

Melissa, Rock, and key team members will attend a project kick-off meeting with the City to discuss project details, establish goals, review project schedule, and coordinate efforts. We will assist the City in leading the meeting and will send the meeting notices and prepare the agenda, notes, and action items. We will agree on future status meetings, which are recommended to be held via conference call at least every other week and maybe weekly during periods of key project activity. This task also includes monthly progress reports, cost accounting and quality control and assurance.

Stantec project management framework		Stantec
Initiate	0	Prepare a proposal that includes a preliminary Project Plan . Conduct and document an independent review of the final proposal.
	1	Obtain written instructions to proceed and execute an approved task order. Obtain written subconsultant agreements (if applicable).
Plan	2	Prepare a Project Plan to an appropriate level of detail. Conduct and document an independent review .
	3	Establish a hard copy and electronic project record directories and file project records accordingly.
	4	Complete a Healthy, Safety, and Environmental risk management assessment and documentation for all projects involving field work.
Control	5	Monitor the PM dashboard system on a regular basis. Follow best practices for managing project financials .
	6	Obtain clients written approval on scope of services changes .
	7	Conduct and document a quality review of all project deliverables prior to issue.
	8	Conduct and document an independent review of all final deliverables prior to issue.
Closeout	9	Prepare record documents, close out the project financials and files .

Task 1 – Data Collection and Analysis

Task 1.1 – Data Collection

Our key staff and technical leads will participate in a full field survey to identify all key project issues. These field surveys will include walking and bicycling (not only drive-by) analysis, to provide a full understanding of the key issues, with a special emphasis on safety of all users.

In addition to the initial field visits, a full review of all relevant conditions will be studied. All existing trails, sidewalks and roadway crossings, along with any potential off-road facilities will be inventoried and documented.

Task 1.2 – Base Maps

Design files will be imported into a Geographic Information System (GIS), and all inventories and information will be included in the files. We will prepare base mapping for each of the project segments from GIS databases. Base drawings will be prepared at 1"=80' and will show the creek alignment. It extend to include any roadways that are likely to have on-street alternatives and may extend up to one-half mile beyond the project limits, if needed, to close approach lanes or shift traffic entering the project area. GIS information will be assembled from the cities to include parcel property lines; civic and commercial uses; and existing infrastructure, such as road and rail crossings. In addition, we will include from our field work above-ground utilities and structures, observed road and channel infrastructure, nearest practical crossings, signalized intersections, and existing landscape and vegetation features.

Task 1.3 – Existing Conditions Analysis

An existing conditions analysis will be compiled outlining all project information, including a vicinity map, existing alignment (location) map, missing segment map, and will discuss all of the existing conditions, with subsections all relevant technical information. The existing conditions report will be submitted to the City as a standalone document as a first deliverable.

Task 2 – Public Outreach and Technical Advisory Committee Meetings

Task 2.1 – Review of Existing Outreach

We understand that the groundwork has already been laid towards this planning effort, and that RTC will be playing a very large role in the outreach component. However, we will assist in both the required technical aspects and an advisory capacity—designed to build upon and refine the outreach efforts to date and to further define and leverage the resources and relationships forged by the Cities of San Leandro and Oakland, RTC, and the other partner agencies. First, we will discuss the outreach completed to date to accomplish the following:

- Further define the desired outcomes for outreach and communications
- Confirm an outreach timeline, target audiences, barriers, and opportunities for community and stakeholder engagement
- Existing resources that can be leveraged for maximizing community outreach and input in the trail's development

Task 2.2 – Prepare Updated Participation Plan

After complete review and strategizing with the cities, we will provide a four to five page written summary/matrix and Work Plan for Community Outreach for the project’s duration, including a projected timeline for workshops and focus groups, a compelling “Call to Action” to engage target audiences, and recommended (existing) communications tools for engaging them.

Circlepoint, our outreach experts, will lead our project team, including the City and partner agencies, to provide strategic support for planning the public workshops and focus groups, including a plan outlining the goals and objectives for each workshop and focus group, a strategy to maximize public participation, target audiences, and a timeline and format for each workshop. A logistics plan will also be provided by Circlepoint that can be tailored for each meeting, as well as facilitation guidelines for conducting the focus groups.

As a part of this task, our team will also include the following services: the design of meeting notification materials for production and distribution by the City and partner agencies and a one-page online survey in English, Spanish, and Chinese for hosting on the City’s website, as well as the websites and social media platforms of partner agencies. The partner agencies’ ability to provide translation services and other materials will be explored and leveraged.

As a part of the plan, responsibilities of each project partner will be clearly outlined.

Task 2.3 – Technical Information for Outreach

We will complete a Strengths, Weaknesses, Opportunities, and Challenges (SWOC) analysis to identify assets of the project alignment and the connectivity to their surrounding neighborhoods. This will include additional transportation hubs, parks and open space areas, businesses, schools, colleges and universities, major urban centers, and other community destinations within a reasonable cycling distance.

The SWOC analysis will be presented in a table/matrix format for easy evaluation and review, as well as in a mapping format that can be overlaid on the existing base mapping. This will serve to inform the public about the project and serve as the base for the interactive workshops.



Circlepoint will provide a strategic plan to build on existing work to maximize public participation and verify community consensus.

Task 2.4 – Citizens Advisory Committee Meetings

We will participate in four Citizen Advisory committee meetings, both to present information and to collect feedback. The Advisory committee is likely to include representatives from Caltrans, local agencies and key community stakeholders to identify important issues associated with the development of the Trail. Key community stakeholders will make sure that we include key groups along the corridor, such as the local schools or school districts, Airport Area Business Association, City County Neighborhood Initiative, Sobrante Park Home Improvement Association, Higher Ground Neighborhood Development Corporation, Communities for a Better Environment, Community Reform Church, and other community groups. We will also work with a selected tribal consultancy, as determined after the project has begun. We will provide services as determined in the plan created under task 2.2, including facilitating and coordinating, preparing/providing meeting materials, displays, PowerPoint presentations, and informational flyers for each meeting.

Task 2.5 – Community Workshops and Focus Groups

We will also participate in six public workshops and focus groups to present information and to collect feedback. We will work with the project team, as developed in the plan created under task 2.2, and provide services as determined, including facilitating and coordinating, preparing/providing meeting materials, displays, PowerPoint presentations, and informational flyers for each meeting. These workshops will include interactive planning and mapping exercises and will provide additional input to share the plan to meet the needs of the local users.

Task 3 – Plan Development

Task 3.1 – Draft Master Plan

We will prepare a Master Plan outlining the recommended alignment, with up to three alternatives, using the existing maintenance roads, new or existing off-street facilities, and/or on-street options parallel to the creek, along with the plan for implementation of the trail. The master plan will serve as a guide to construction of the trail, and will be broken down into easily-implementable steps. Our plan will include sections of the overall project, with a ranking and phasing of each project to application of design standards, development of capital and maintenance costs, funding, and a capital improvement plan. The report will be signed by Rock, a registered Civil and Traffic Engineer, licensed by the State of California.

Information to be included in the final master plan will include the following:

- Executive summary
- Project introduction
- Existing conditions for the trail and each identified segment as previously completed in task 1
- SWOC analysis for the trail and each identified segment as previously completed in task 2
- Recommended Alternative Alignments, including:
 - Up to eight sample trail sections
 - Up to eight photo-simulations reflecting sample trail conditions
- A preliminary engineering opinion of probable cost will be prepared for each of the alternatives and identified segments, based on the quantities derived from the proposed improvements

- Implementation plan for each identified segment
- Trail standards (design guidelines for off-street facilities)
- On-street design standards (for on-road alternatives)
- Intersection and roadway crossing standards (for areas where the trail must cross vehicular traffic). There are street crossings likely to be proposed along the proposed trail. Street crossings need to be carefully considered, due to potential conflicts with motor vehicles. Appropriate crossings will be recommended for each of the locations where the trail must cross traffic. This will include analyzing a variety of measures, from simple measures, such as crosswalks, to more elaborate options ranging from traffic signals to grade separated bridges. It will also include proposed traffic control concepts.
- Signage/wayfinding/placemaking: We will recommend the placemaking for the San Leandro Creek Trail; establishing a vision for the system will be the first step, incorporating the public input, the existing public art programs and schemes in the Cities, and the history, culture and ecology of San Leandro Creek. Then we will identify a formal system name, font, colors, recommendations for layout and usage, materials, and forms. The program will likely consider, at a minimum, welcome signs, identity signs, wayfinding maps, direction signs at decision points, confidence/mile markers, and paving markings; and a placement guidance plan will also be established.
- Environmental Opportunities: We will make sure to not harm the existing creek area, and will also indicate areas where the creek can be improved in the future. The San Leandro Creek Corridor has the potential to benefit the environment in a multitude of ways. The project will be planned and designed (and ultimately operated) in close coordination with the Alameda County Flood Control District, which has jurisdiction over most of the corridor. The needs for water quality enhancement, restoration, habitat protection, and open space preservation will be considered, while also meeting transportation needs.
- Funding and Implementation Plan: A plan for fundable, high-priority projects for the short term will be developed, along with an unconstrained implementation plan for the long term. Implementation through grant opportunities is typically recommended instead of using City General Fund revenues, where possible. We will include funding strategies and recommendations to guide implementation. This will include ongoing operations and a maintenance strategy

The preliminary draft plan will be submitted first to the City staff, and then to project partners as directed by City staff. Once revisions have been made, a formal draft will be submitted to key agencies and the public for formal review and comment.

Task 3.2 – Final Master Plan and Response to Comments

All comments will be clearly documented in a table, stating the comment, and location of the comment in the report and commenter. Revisions to the document will be made or where revisions are not feasible or possible, details explaining why will be provided. This provides an easy to read supplement to the final report and will provide reasoning back to the original commenter if we their desires were unable to be fully met.

A final report, incorporating all final revisions, will be prepared in PDF format. Up to five copies are also assumed to be needed. Additional printed copies can also be provided as negotiated.

The final document will be a graphically rich document that can be readily understood and appreciated by a wide variety of readers. The document and response table will also be valuable in providing consensus about the final recommendations.

Task 4 - Plan Presentation

We will prepare a presentation in consultation with the project team for delivery to City Council of both the cities of San Leandro and Oakland. The presentation will summarize the trail master plan, including technical recommendations, and the next steps. We will prepare the PowerPoint presentation that is suitable for this venue, and prepare the draft staff report. These will be submitted to the City staff two weeks prior to the scheduled council meetings.

OC Loop Feasibility Report Agency Responses

Date	Page	Agency	Comment	Response
3-9-15	107 (103)	Paul, OCTA	Figure 7.15 and 7.16: add periods to end of captions	Captions are not complete sentences. Punctuation not provided.
2-20-15	108 (104)	Jeff Dickman, OC Public Works	Page 104, in the legend: replace "existing trail" with "existing Class I Bikeway" and "proposed trail" with "proposed Class I Bikeway, Class II Bike Lane or Class IV Cycle Track"	Trail changed to bikeway in legend but proposed facility types not differentiated (consistency with other figures).
2-20-15	108 (104)	Jeff Dickman, OC Public Works	Please add "existing riding and hiking trail" along Fairlynn Boulevard and along Esperanza Road but only within the unincorporated lands; add "proposed riding and hiking trail" along incorporated portion of Esperanza Road, along the Fairmont Connector and Fairmont Boulevard"	Added to text and to figure.
2-20-15	109 (105)	Yorba Linda, City of	Page 105 Fairmont Connector from Esperanza Road to Fairmont Boulevard: Review Fairmont Connector vehicle volume from 6,000 to 4,000 vehicles per day; revise vehicle volume source from 2008 to 2014	Revised per comments.
2-17-15	109 (105)	Yorba Linda, City of	Page 105 Fairmont Connector from Esperanza Road to Fairmont Boulevard: The parking on Fairmont is used by the residents of the adjacent condominium complex and not the Canyon Hills Friends Church	Revised per comments.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Schedule

The Caltrans grant indicated the final plan’s completion date as September 2016. Assuming an authorization in September 2015, that allows for less than 12 months. This is an achievable, albeit tight, deadline. We recently completed a safety study with Complete Street improvements that maintained an aggressive six-month schedule with outreach included. We also feel that committee meetings could potentially be moved from every other month

to monthly. However, creative public outreach can be time-consuming and we would be happy to extend the project schedule at the City’s direction. Our preliminary project schedule is shown below with a compressed outreach schedule and completion of the plan by September 2016. A more finalized project schedule will be created after the kick-off meeting and will be maintained throughout the life of the project.

Task	2015				2016											
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		Jan	July	Aug	Sep	Oct	Nov	
Task 0 – Project Management																
Task 1 – Data Collection and Analysis																
1.1 Data Collection																
1.2 Base Maps																
1.3 Existing Analysis																
Task 2 - Public Outreach and Committee Meetings																
2.1 Review of Existing Outreach																
2.2 Prepare Updated Plan																
2.3 Technical Information																
2.4/2.5 Workshops/Meetings																
Task 3 - Plan Development																
3.1 Draft Master Plan																
3.2 Final Master Plan																
Task 4 - Plan Presentation																
4.1 Preparation																
4.2 Presentation to Councils																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	

Schedule Notes:

- Task 1 will be ongoing management throughout the life of the project. The kickoff meeting will be scheduled immediately upon authorization
- Task 3 includes approximately 2-4 weeks time to allow review by stakeholders. It also includes time to respond to comments before finalization.

Tasks	Task Description	Stantec Staff Hours											Subconsultant Lump Sum Fee	Reimbursable Budget and Other Direct Costs*	Subtotal Fee	
		Project Director, Senior Principal	PIC / Principal Engr.	Project Manager	Civil Engineer	Env. Compliance Specialist	Landscape Architect	Traffic Engineer	Scientist / Env. Designer	Planner / EIT Designer	Asst. Planner / Project Support	Admin./ Project Coordinator				Stantec Hours
		18 \$264	17 \$227	15 \$169	14 \$145	15 \$169	13 \$139	12 \$132	12 \$132	10 \$118	6 \$90	9 \$111				
0.0	PROJECT MANAGEMENT															
	0.1 Kick Off Meeting	4		6												
	0.2 Project Coordination	4	2	16								4				
	Subtotal															
1.0	DATA COLLECTION AND ANALYSIS															
	1.1 Data Collection	8	8	8				4		4	8					
	1.2 Base Maps	2	2	4				12		16	24					
	1.3 Existing Conditions Analysis	4	4	6	2	2	2	4	4	4	16					
	Subtotal															
2.0	PUBLIC OUTREACH AND COMMITTEE MEETINGS															
	2.1 Review of Existing Outreach	2		8										\$ 1,264.08	\$ 3,144	
	2.2 Prepare Updated Participation Plan	2		4										\$ 15,626.92	\$ 16,831	
	2.3 Technical Information for Outreach	2		8	2	2	2	2	4	4	24	4		\$ -	\$ 6,679	
	2.4 Citizens Advisory Committee Meetings (4)	16		24								16		\$ 1,671.12	\$ 12,527	
	2.5 Community Workshops and Focus Groups (6)	22		32								20		\$ 1,671.12	\$ 16,107	
	Subtotal													\$ 1,000.00	\$ 55,288	
3.0	PLAN DEVELOPMENT															
	3.1 Draft Master Plan	8	4	16	12	24	24	32	40	64	40	16	280	\$ 1,000.00	\$ 38,288	
	3.2 Final Master Plan and Response to Comments	6	4	8	2	2	2	4	4	16	24	8	80	\$ 1,600.00	\$ 12,342	
	Subtotal														\$ 50,630	
4.0	Plan Presentation															
	4.1 Presentation Preparation	2		4									6		\$ 1,204	
	4.2 Presentation to City Councils (2)	4		6										\$ 250.00	\$ 2,320	
	Subtotal														\$ 3,524	
	TOTAL HOURS AND NOT TO EXCEED COSTS	86	24	128	18	30	30	58	52	108	136	68	366	\$ 20,233.24	\$ 138,062	

Assumptions

ODCs assumes electronic submittals, with limited hard copies of draft and final reports only

Outreach includes \$5000 for a Best Practices Tribal Consultancy sub consultant

Outreach cost assumptions per Circlepoint detailed cost estimate

Scientist hours include billable/employee hours for Mike Vukman. In-Kind hours included as a part of the original grant will be tracked separately

Circlepoint Budget

Tasks	PM	Associate	Total Hours	Total Dollars	Expenses per Task	Total Cost per Task
	Rates \$ 183.92	\$ 94.60				
Task 2.1 Meeting and Review of Existing Outreach	4.00	4.00	8.00	\$ 1,114.08	\$ 150.00	\$ 1,264.08
Task 2.2 Summary/Work Plan for Community Outreach						
Task 2.2 Summary/Work Plan for Community Outreach	2.00	6.00	8.00	\$ 935.44		
2.2 Support three public workshops	4.00	32.00	36.00	\$ 3,762.88		
2.2 Meeting Notification Materials/templates	4.00	32.00	36.00	\$ 3,762.88		
2.2 Focus Group Facilitation Guidelines	1.00	8.00	9.00	\$ 940.72		
Subtotal Task 2.2 Summary/Work Plan for Community O	11.00	78.00	89.00	\$ 9,401.92	\$ 1,225.00	\$ 10,626.92
Task 2.4/2.5 Support TAC and CAC	12.00	12.00	24.00	\$ 3,342.24		\$ 3,342.24
Labor Subtotal	23.00	90.00	121.00	13,858.24		\$ 15,233.24

ODCs

Travel (Task 2.1)	\$ 150.00
Postage & Printing (Task 2.2)	\$ 100.00
Translation Services (Task 2.2)	\$ 1,000.00
10.0% Mark-Up on ODCs	\$ 125.00
Total ODCs	\$ 1,375.00
TOTAL	\$ 15,233.24

Assumptions

Circlepoint will work with the City and partner agencies to support the planning of 3 public workshops and 3 focus groups. Stantec will facilitate both the public workshops and the focus groups.

guidelines, and ppt template, if needed

Get to Work Meeting is 2 hours long

Assumes that printing and postage costs are covered inhouse by the cities of San Leandro and Oakland

Assumes translation in Spanish and Chinese for survey only; translation of other written materials, and interpretative services for public workshops and focus groups will be handled inhouse by the cities of San Leandro and Oakland

Assumes in person participation at 1 TAC and 1 CAC and subsequent participation by phone at 2 additional TAC and two additional CAC meetings, if needed; assumes each meeting is 2 hours long or less

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 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 active 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.