

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: December 9, 2014

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ALTA PLANNING + DESIGN, INC. IN AN AMOUNT NOT TO EXCEED \$212,000 TO PREPARE THE CITYWIDE BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO TRANSIT MASTER PLAN AND ACCEPT THE RECOMMENDATION OF THE INFRASTRUCTURE AND FRANCHISE COMMITTEE REGARDING THE COMPOSITION OF THE PLAN'S ADVISORY COMMITTEE

Report in Brief

The upcoming Bicycle, Pedestrian, and Safe Routes to Transit Master Plan project will develop policies and programs that promote safe alternative modes of transportation and help position the City to receive future funding for bicycle and pedestrian projects. In August, the City issued a Request for Proposals (RFP) to qualified consultants to assist with the preparation of the Master Plan. After reviewing four responses, Alta Planning + Design, Inc. was selected by staff as the preferred consultant. This report requests approval of an agreement with the Consultant in an amount not to exceed \$212,000 for the preparation of the Bicycle, Pedestrian and Safe Routes to Transit Master Plan and environmental documentation.

This report also requests approval of the recommendations of the Infrastructure & Franchise Committee (Helix/Hoffmeister) regarding the composition and tenure of the Plan Advisory Committee. On November 20, 2014, the Council Infrastructure and Franchise Committee met to discuss the composition of the Bicycle, Pedestrian, and Safe Routes to Transit Plan Advisory Committee (PAC). The Committee recommended that the PAC consist of a five member committee that serves for the duration of the plan preparation. Specifically, the Committee recommends that the PAC be comprised of one Council member, one Planning Commission member, one Parks, Recreation, and Open Space Committee (PROSC) member, and two at-large members, with two alternates. Chair Helix further recommended that Councilmember Hoffmeister serve as the Chair of the PAC.

Background

In December 2012, the City Council approved a General Plan Amendment to incorporate Complete Streets policies into the Transportation Element of the City's General Plan. The goal of Complete Streets policies is to plan and design the City's transportation system to meet the needs of all users: including pedestrians, bicyclists and public transit patrons, as well as motorists. After the City Council adopted Complete Streets policies, it was determined that the next step was to build upon those efforts and prepare a Bicycle and Pedestrian Master Plan.

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In June 2013, the Metropolitan Transportation Commission (MTC) awarded the City of Concord a Transportation Development Act (TDA) grant in the amount of \$100,000 for a Citywide Bicycle and Pedestrian Master Plan. An additional \$200,000 of grant funding was later secured with a second grant through the MTC's competitive Regional Measure 2 (RM-2) Safe Routes to Transit grant program, which was accepted by the Council on July 22, 2014. The City's proposal for the Safe Routes to Transit grant included a partnership with the Contra Costa County Health Services Department (CCHS) and Monument Impact organization to help lead the public outreach program which began over this past summer. In addition, students from Cal Poly University's Urban and Regional Planning Department were hired to conduct bicycle and pedestrian traffic counts, which were completed in May.

At the July 22, 2014 City Council meeting, staff also recommended the formation of an Ad Hoc Plan Advisory Committee (PAC) to assist with the direction of the plan. Several members of the public spoke in favor of formation of a permanent Bike and Pedestrian Committee at that meeting. The Council determined that the topic should be considered by the Infrastructure and Franchise Committee with a recommendation brought back to the Council for determination at a later date.

The Bicycle, Pedestrian and Safe Routes to Transit Master Plan work program includes the selection of a consultant to assist with the preparation of the plan. This task is identified and funded by the RM-2 grant and was identified in the work program reviewed by the City Council at their meeting on July 22, 2014. The consultant will provide specialized technical knowledge and experience to the planning process, assist with the public outreach program, conduct the environmental review, and prepare the plan.

City staff released a Request for Proposals (RFP) on August 7, 2014. A total of four firms responded to the RFP before the due date of September 11th. A selection panel comprised of four city staff members and a representative from Contra Costa County Health Services reviewed the four proposals and selected two firms to interview further on October 21st. The selection panel chose the consulting team led by Alta Planning + Design, Inc. (Alta), based upon the consultant's qualifications and experience, their responses to the interview questions, the composition of the team, and their direct experience with preparation of similar bicycle, pedestrian and safe routes to transit plans. Alta will be assisted by Kimley-Horn as a sub-consultant, an engineering firm with past experience working with City of Concord.

Discussion

Contract Award to Selected Consultant:

Staff seeks approval from the City Council to enter into a professional services agreement with Alta Planning + Design, Inc. Pursuant to the RM-2 grant funding requirements. Initiating a contract for services at this time will allow the firm to commence work in January, 2015.

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Alta Planning + Design completes the project team identified in the work program and grant proposal by providing the necessary technical expertise on transportation planning for bicycle and pedestrian infrastructure. Alta has an excellent reputation in the industry and was one of the first planning firms to specialize in bicycle and pedestrian transportation planning.

Although Alta will primarily have a technical role with the plan, they will also be providing limited assistance with the public outreach program. The Scope of Services (Exhibit A) calls for Alta to conduct a city-wide survey, host a bike and walking tour for the community and Advisory Committee, and attend a number of meetings and workshops. Alta will also be responsible for conducting the plan's environmental review, including preparing an Initial Study and the draft and final CEQA document for adoption with the plan.

The project's budget identifies a total of \$202,637 in costs broken down by tasks and hours. The proposed contract's maximum allows for a small contingency, up to \$212,000, in the event of additional hours needed for unforeseen environmental analysis or additional consultant work hours in excess of the budgeted allotment identified in Exhibit B. Funds have previously been allocated for the project's partners, as well as data collection work conducted by students from Cal Poly University to support the plan.

Recommendation on Bicycle, Pedestrian, and Safe Routes to Transit Plan Advisory Committee:

On Thursday, November 20, 2014, the Council Infrastructure and Franchise Committee (Helix/Hoffmeister) held a public meeting to discuss the composition and tenure of the Plan Advisory Committee (PAC) for the upcoming Bicycle, Pedestrian, and Safe Routes to Transit Plan. Twelve persons spoke at the Committee meeting, all of whom expressed their support and interest in the plan. The majority of those persons who spoke suggested that the PAC be expanded to include additional community stakeholders and interest groups. The City received a substantial number of letters prior to the meeting which were provided to the Committee members.

After considering all of the public comments presented at the meeting, the Infrastructure and Franchise Committee recommended that the PAC consist of a five member committee that serves for the duration of the plan development. The Committee recommended that the PAC be comprised of one Council member, one Planning Commission member, one Parks, Recreation, and Open Space Committee (PROSC) member, and two at-large members with two alternates. The Committee recommended this proposal be presented to the Council. Should Council endorse this approach staff will initiate a public recruitment for the at-large members and alternates; the Infrastructure and Franchise Committee will screen and interview the applicants and make recommendations of membership to the full Council. The City Council, Planning Commission, and PROSC would select their own representatives to serve on the PAC. Chair Helix further recommended that Councilmember Hoffmeister serve as the Council's representative to the PAC and act as the Chair of the PAC. Last, the Committee clarified to all interested parties that all of the meetings of the PAC will be advertised and open to the public.

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With Council's approval of the Infrastructure and Franchise Committee recommendation, staff will initiate a recruitment of interested persons for the two at-large and alternate positions to serve on the PAC. Staff will advertise the PAC recruitment and collect applications through January 9, 2015 (concurrent with the Boards and Commissions recruitments currently underway). A list of interested persons along with their qualifications will then be brought forward to the Infrastructure and Franchise Committee for their final selection in a timely manner.

Project Timeline:

With Council approval of a professional services contract, work will begin in January. The public outreach program being led by City staff and the partnership with CCHS and Monument Impact will continue throughout 2015 and into the first quarter of 2016. The following is an anticipated timeline for the project with upcoming milestones identified:

December, 2014:	Following Council approval, staff will initiate a recruitment of the at-large and alternate positions for the PAC through January 9, 2015.
January, 2015:	Consultant begins work on examining existing conditions. PAC members will be appointed by the Planning Commission, PROSC, and Infrastructure and Franchise Committee.
March, 2015:	A city-wide survey to evaluate community needs will be conducted to support the plan. The PAC begins meeting at regular intervals.
Second Quarter, 2016:	Estimated release of the final draft Master Plan and CEQA analysis for public comment.
Summer, 2016:	Estimated Planning Commission and Council consideration of Master Plan adoption.

Fiscal Impact

The Bicycle and Pedestrian Master Plan project is funded by previously allocated grants. The Regional Measure 2 (RM-2) funds provide \$200,000 of the project's funding, with the remainder comprising \$100,000 in TDA grant funds and City-matching Measure J funds (\$20,000) for a total of \$320,000. The selection of a consultant to assist with the preparation the plan is a requirement of the RM-2 grant. Required City matching funding will be provided by in-kind staff participation.

Public Contact

The City Council agenda was posted. The consultant, grant administrator, and interested parties were provided a copy of the report.

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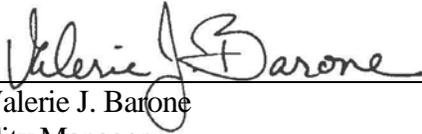
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Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement with Alta Planning + Design, Inc. in an amount not to exceed \$212,000 to support the preparation of the Bicycle, Pedestrian, and Safe Routes to Transit Plan and authorize the City Manager and City Attorney to make final revisions as needed, and execute the contract.

Staff further recommends that the City Council approve the recommendation of the Infrastructure & Franchise Committee regarding the composition of the a Plan Advisory Committee, comprised of one Council member, one Planning Commission member, one PROSC member, and two at-large members.



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Principal Planner

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Reviewed by: Victoria Walker,
Director of Community and
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Attachment 1: Professional Services Agreement with Alta Planning + Design, Inc. with
Exhibit A – Scope of Services and Exhibit B – Budget

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on December 9, 2014 between the City of
2 Concord ("CITY") and Alta Planning + Design, Inc., a California Corporation, 100 Webster Street,
3 Suite 300, Oakland, CA 94607 ("CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The CITY desires to contract with CONSULTANT to provide the professional services
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
9 parties herein contained, the parties hereto agree as follows:

10 1. **TERM.** This Agreement shall commence as of the Effective Date and expire on
11 December 31, 2016.

12 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
13 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail
14 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the
15 projects and undertakings contemplated by this Agreement.

16 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
17 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
18 B. However, shall in no event shall the amount CITY pays CONSULTANT exceed Two Hundred
19 and Twelve Thousand dollars (\$212,000.00) ("Cap") for the term of this Agreement. Any
20 Amendment to this Agreement that includes an increase to this compensation amount shall be made in
21 accordance with Section 5 below.

22 CONSULTANT may submit monthly statements for services rendered; all statements shall
23 include adequate documentation demonstrating work performed during the billing period. It is
24 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
25 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
26 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
27 time of payment.
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1 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
2 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
3 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
4 by the City Council. The CITY's authorized representative is Andrew J. Mogensen, AICP, Principal
5 Planner of the Community and Economic Development Department. The CONSULTANT's
6 authorized representative is Brett Hondorp, AICP, Principal-In-Charge.

7 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
8 subject to approval by both parties. If additional services are requested by CITY other than as
9 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
10 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
11 of an Amendment by authorized representatives of both parties setting forth the additional scope of
12 services to be performed, the performance time schedule, and the compensation for such services.

13 **A. Amendment for Additional Compensation.** CITY's Authorized
14 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
15 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
16 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
17 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
18 base contract amount, must be approved by City Council.

19 Consultant's failure to secure CITY's written authorization for additional compensation or
20 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
21 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

22 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
23 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
24 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
25 have any control over the manner by which the CONSULTANT performs this Agreement and shall
26 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
27 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
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1 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
2 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
3 whatsoever, unless otherwise provided in this Agreement.

4 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
5 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
6 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
7 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
8 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
9 performed during non-standard business hours, such as in the evenings or on weekends.
10 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
11 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
12 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
13 all taxes, assessments and premiums under the federal Social Security Act, any applicable
14 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
15 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
16 reason of or in connection with the services to be performed by CONSULTANT.

17 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
18 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
19 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
20 and care that is required by current, good, and sound procedures and practices. CONSULTANT
21 further agrees that the services shall be in conformance with generally accepted professional standards
22 prevailing at the time work is performed.

23 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
24 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
25 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
26 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
27 representative as the person primarily responsible for the day-to-day performance of
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1 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
2 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
3 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
4 quality and timeliness of performance of the services, notwithstanding any permitted or approved
5 delegation hereunder.

6 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
7 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S
8 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
9 others except CITY on extensions of this project or on any other project. Any reuse without specific
10 written verification and adoption by CONSULTANT for the specific purposes intended will be at
11 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
12 attorney's fees arising out of such unauthorized reuse.

13 CONSULTANT'S records, plans, documents, calculations, and all other instruments of service
14 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
15 reserves the right to specify the file format that electronic document deliverables are presented to the
16 CITY.

17 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
18 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
19 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
20 other litigation expenses) arising out of the CONSULTANT'S negligent performance under the terms
21 of this Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to
22 demands, actions, losses, damages, injuries, and liability arising out of sole negligence or willful
23 misconduct on the part of CITY.

24 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
25 full force at all times during the term of this Agreement the following insurance:

26 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
27 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)
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1 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily
2 injury, personal injury, and property damage.

3 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
4 liability insurance covering all vehicles used in the performance of this Agreement providing a one
5 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
6 and property damage.

7 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
8 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
9 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
10 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made
11 annual aggregate basis or a combined single limit per occurrence basis.

12 **D. Compliance with State Workers' Compensation Requirements.**
13 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
14 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
15 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
16 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
17 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
18 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
19 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

20 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to
21 contain the following provisions:

22 **(1) Additional Insured.** CITY, its officers, agents, employees, and
23 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
24 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
25 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
26 or protection afforded to CITY, its officers, officials, employees, or volunteers.

27 Except for worker's compensation and professional liability insurance, the policies mentioned
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1 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
2 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
3 receives any notice of cancellation or nonrenewal from its insurer.

4 **(2) Primary Coverage.** CONSULTANT'S insurance coverage shall be
5 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
6 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
7 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
8 with it.

9 **(3) Reporting Provisions.** Any failure to comply with the reporting
10 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
11 employees, or volunteers.

12 **(4) Verification of Coverage.** CONSULTANT shall furnish CITY with
13 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
14 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
15 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
16 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
17 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
18 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
19 right to require complete certified copies of all required insurance policies at any time.

20 **12. TIME OF PERFORMANCE.** The time of performance of the services under this
21 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
22 shall be strictly construed. Either party shall be absolved from its obligations under this contract when
23 and to the extent that performance is delayed or prevented (and in the City of Concord's case when
24 and to the extent that its need for the articles, materials, or work to be supplied hereunder is reduced or
25 eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental
26 laws, orders, or regulations.

27 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
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1 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
2 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
3 performed and reimbursable expenses incurred prior to the suspension date. During the period of
4 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
5 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

6 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
7 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
8 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
9 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
10 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work
11 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall
12 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
13 for the services performed as of the effective date of the termination.

14 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
15 CONSULTANT agrees as follows:

16 **A. Equal Employment Opportunity.** In connection with the execution of this
17 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment
18 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited
19 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or
20 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
21 selection for training including apprenticeship.

22 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply
23 with all federal regulations relative to nondiscrimination in federally assisted programs.

24 **C. Solicitations for Subcontractors including Procurement of Materials and**
25 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
26 CONSULTANT for work to be performed under a subcontract including procurement of materials or
27 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
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1 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to
2 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

3 **16. CONFLICT OF INTEREST.**

4 A. CONSULTANT covenants and represents that neither it, nor any officer or
5 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
6 any manner with the interests of CITY or which would in any way hinder CONSULTANT's
7 performance of services under this Agreement. CONSULTANT further covenants that in the
8 performance of the Agreement, no person having any such interest shall be employed by it as an
9 officer, employee, agent or subcontractor without the express written consent of the CITY.
10 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
11 interest, with the interests of the CITY in the performance of this Agreement.

12 B. CONSULTANT is not a designated employee within the meaning of the
13 Political Reform Act because CONSULTANT:

14 (1) Will conduct research and arrive at conclusions with respect to its rendition
15 of information, advice, recommendation or counsel independent of the control and direction of the
16 CITY or of any CITY official, other than normal contract monitoring; and

17 (2) Possesses no authority with respect to any CITY decision beyond the
18 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

19 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
20 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
21 licenses, including a business license with the City of Concord, and permits for the conduct of its
22 business and the performance of the services.

23 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
24 with the laws of the State of California, excluding any choice of law rules which may direct the
25 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
26 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
27 County of Contra Costa, California.

1 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
2 condition contained in the Agreement, or any default in their performance of any obligations under the
3 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
4 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
5 constitute a continuing waiver of same.

6 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
7 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
8 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
9 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
10 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
11 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
12 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
13 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
14 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

15 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
16 incorporated herein by reference. The Agreement contains the entire agreement and understanding
17 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
18 contemporaneous agreements, commitments, representation, writings, and discussions between
19 CONSULTANT and CITY, whether oral or written.

20 **22. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO**
21 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
22 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
23 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
24 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
25 of this provision shall be void. This Agreement is not intended and shall not be construed to create
26 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
27 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
28

1 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
2 to produce or account for more than one such counterpart.

3 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more
4 copies as of the date and year first written above.

5 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

7
8 By: 
9 Name: Brett Hondorp, AICP
10 Title: Principal-In-Charge
11 Address: 100 Webster Street, Suite 300
12 Oakland, CA 94607
13 Telephone: (510)540-5008

8 By: _____
9 Name: Valerie J. Barone
10 Title: City Manager
11 Address: 1950 Parkside Drive
12 Concord, CA 94519
13 Telephone: (925) 671-3150

14 APPROVED AS TO FORM:

ATTEST:

15 _____
16 City Attorney

15 _____
16 City Clerk

17 **FINANCE DIRECTOR'S CERTIFICATION:**

18 Concord, California

19 Date: _____, 2014

21 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
22 DURING THE CURRENT FISCAL YEAR TO PAY THE ANTICIPATED
23 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
24 THE SUM OF \$_____. Account Code_____.

25 _____
26 Finance Director's Signature

Exhibit A

Scope of Work

Task 1. Project Initiation and Management

Task 1.1. Project Kick-Off Meeting

The Alta Team will plan and facilitate a project kick-off meeting to clarify the project scope, background, and objectives. Recommended objectives for the kick-off meeting include:

- Introductions
- Establish communication channels and protocols
- Confirm or refine the scope of services
- Discuss project schedule
- Review project objectives
- Review available guidelines and other related materials

We anticipate that in addition to City staff attendance, Contra Costa County Health Services Department, and Monument Impact attend the meeting so we can effectively coordinate outreach strategies and roles.

Task Deliverables

- Project Kick-Off Meeting, Agenda and Notes

Task 1.2. Project Management

Communicate Effectively

Throughout the project, there will be ongoing coordination between the Alta Team and Concord City Staff. Alta Project Manager, Jennifer Donlon Wyant, will be in regular communication with the City Project Manager –including email, phone and written communications.

We propose to hold bi-weekly team call meetings to ensure the project stays on schedule, on budget and continues to meet City expectations. Alta will also be available for in person meetings. These meetings will include administrative topics and discussion of project deliverables including progress and initial project ideas.

In addition to the bi-weekly calls, Alta will provide monthly project status reports that will include:

- Task deliverable status, budget spent, budget remaining
- Schedule status
- Deliverables submitted
- Deliverables to be submitted in the next month

Quality Control

Alta employs a three-tier quality control program including a detailed review of deliverables by the Project Manager, company Principal, and a copy editor prior to sending to the client.

Task Deliverables

- Bi-weekly team calls
- Monthly project status updates

Task 2. Existing Environment

Task 2.1. Existing Documents and Conditions

Collect and Review Existing Plans, Policies, Programs, and Data

The foundation for a successful Plan will be a comprehensive understanding of existing conditions, review of planning documents, policies and data. The Alta Team will begin this task for a review of relevant documents and data that will include, but is not limited to:

- Concord 2030 General Plan
- Climate Action Plan (2013)
- Trails Master Plan (2002)
- Downtown Specific Plan (2014)
- Municipal Code
- SWITRS collision data
- Available SRTS data (parent surveys, student hand tallies)
- Public health statistics
- Bicycle and pedestrian field survey data (collected by Cal Poly SLO)
- Bicycle and Pedestrian inventory data
- Traffic study data and analyses
- Roadway characteristics (classifications and, if available, number of travel lanes, travel lane widths, speed limits)
- Population and building density data
- American Community Survey data

Alta will also collect information on existing bicycle and pedestrian related programs in the City. Programs such as education, encouragement, and enforcement programs may be led by independent organizations such as Contra Costa County Health Services, Mount Diablo School District and other schools, and neighborhood groups.

Review Facilities and Conditions

Upon review of the information gathered in Task 2.1, the Alta Team will conduct a field review to verify conditions documented through photos and field notes.

Task 2.2. Working Paper #1: Existing Conditions Analysis

The results of Tasks 2.1. will be documented in Working Paper #1: Administrative Draft Existing Conditions Analysis. Alta will revise the working paper based on a single set of consolidated internally consistent comments. We anticipate City review period to be approximately three (3) weeks. This revised working paper will be presented to the TAC at TAC Meeting #1.

Task Deliverables

- Working Paper #1: Administrative Draft Existing Conditions Analysis
- Working Paper #1: Draft Existing Conditions Analysis

Task 3. Public Outreach

Task 3.1. Outreach Strategy and Support

Alta will work with the City, Contra Costa County's Community Wellness and Prevention Program, and Monument Impact in an advisory role for outreach. We anticipate that we will contribute to developing an outreach strategy plan that will identify key stakeholder groups and organizations that should be kept informed of the project and identifying methods for delivering outreach.

Recommendations may include:

- Project website
- Social media such as: Facebook or Twitter
- Tabling at community events
- Outreach to schools, PTAs
- Concord Senior Center
- Community-wide meetings

The Alta Team assumes all outreach will be led and conducted by the Partnership. We anticipate Alta's project manager attendance at two (2) community-wide meetings, one (1) Planning Commission Meeting, and two (2) City Council meetings to provide technical support. Alta will work with the City and Partnership to prepare presentation materials for these meetings.

We suggest that focused outreach be conducted during the first initial months of the project in order to inform Task 2 Working Paper #1: Existing Conditions Analysis and Task 4 Working Paper #2: Needs Analysis. Another focused outreach effort should be conducted at the release of Task 7.3 Draft Bicycle, Pedestrian and Safe Routes to Transit Plan.

It is assumed the Partnership will collect all public comments and provide to the Alta Team in a single set consolidated format, preferably in table or excel format.

Task Deliverables

- Contribution to an outreach strategy plan
- Alta's Project Manager attendance at up to two (2) community-wide meetings, one (1) Planning Commission Meeting, and two (2) City Council meetings

Task 3.2. Project Technical Advisory Committee Meetings

The Alta Team understands the importance of input from the Project Technical Advisory Committee (TAC). Alta and Kimley Horn staff will meet with the TAC up to eight (8) times over the course of the project to solicit feedback on deliverables. We anticipate the following meetings:

- TAC Meeting #1 – Review Working Paper #1: Draft Existing Conditions Analysis; Working Paper #2: Draft Needs Analysis; Review Best Practices Review Memo
- TAC Meeting #2 – Review Working Paper #3: Draft Goals, Policies, and Programs; Working Paper #4: Draft Project Evaluation Criteria
- TAC Meeting #3 – Review Working Paper #5: Draft Recommended Projects
- TAC Meeting #4 and #5– Review Working Paper #6: Draft Corridor Intersections Conceptual Design Plans
- TAC Meeting #6 – Review Administrative Draft Bicycle, Pedestrian and Safe Routes to Transit Plan
- TAC Meeting #7 – Review Public Comments on Draft Plan and Proposed Revisions Memo
- TAC Meeting #8 – As Needed

Our TAC meeting approach will ensure the team is informed on project progress and provide the opportunity for the TAC to provide valuable input on how the Plan progresses. TAC Meeting #8 is included as a placeholder in the event an additional meeting is needed.

Alta will prepare meeting notes for each meeting and provide to the City.

Task Deliverables

- Attendance at up to eight (8) TAC meetings, meeting notes

Task 3.3. Project Advisory Committee Meetings

Alta will meet with the Project Advisory Committee (PAC) up to five (5) times over the course of the project to solicit feedback on project progress. We anticipate the following meetings:

- PAC Meeting #1 – Discuss existing conditions and need analysis findings
- PAC Meeting #2 – Discuss Plan goals, policies and project evaluation criteria
- PAC Meeting #3 – Discuss recommendations development
- PAC Meeting #4 – Discuss Draft Plan
- PAC Meeting #5 – Discuss public comments on the Draft Plan

Task Deliverables

- Attendance at up to five (5) PAC meetings, meeting notes

Task 3.4. Bike and Walking Tour

An on-the-ground tour of the City of Concord focused on key areas of concern and exemplary areas will help the community, TAC and staff understand the concerns from the perspective of walking or bicycling. Alta has led many of these tours (San Mateo, Bakersfield, Vallejo, Lafayette, Walnut Creek) with outstanding results.

Alta will prepare will prepare a Tour Handbook that will include the route and considerations communicated with visually appealing and easy to read graphics. Alta will prepare summary tour notes.

Task Deliverables

- Bike and Walking Tour Handbook
- Bike and Walking Tour Summary Notes

Task 4. Needs Analysis

Task 4.1. Community Survey

In addition to the community outreach conducted by the Partnership, we will prepare a community survey to collect information from community members who do not attend other outreach meetings. We have found this to be a great method to reach a broader audience.

Alta will prepare a Draft Survey with questions designed to gather information on areas of need, preferences, and community vision. Alta will submit the Draft Survey for City and Partnership review (anticipated 2 week review period) and will revise based on a single set of consolidated internally consistent comments and prepare the final survey. We will post it on SurveyMonkey and share the link with the Partnership for distribution.

We will analyze survey results and include in Working Paper #2: Administrative Draft Needs Analysis.

Task Deliverables

- Draft Survey
- Final Survey

Task 4.2. Collision Analysis and Demand Modeling

Collision Analysis

The Statewide Integrated Traffic Records System (SWITRS) provides information on reported collisions. Using SWITRS data, Alta will conduct a collision analysis investigating:

- Collision locations
- Primary collision factor
- Violation category

- Movement before collision
- Time categories (typical peak times, school arrival/dismissal)
- Demographics

We will analyze the data and include in Working Paper #2: Administrative Draft Needs Analysis.

Demand Modeling

Alta will use our innovative GIS-based methodology known as the Bicycle & Pedestrian Suitability Index (B/PSI) to evaluate current and future biking and walking demand in Concord.

This analysis will quantify factors that impact walking and bicycling activity, locate network gaps as potential projects, and identify key pedestrian/bicycling areas based on demand and supply variables. The analysis combines metrics representative of where people live, work, play, access transit and access schools into a composite sketch of city-wide walkability and bikeability. This technique also assigns score to the roadway network based on available roadway characteristics data (i.e. speed limit, traffic volume, sidewalk/bikeway inventory, street lighting) and can therefore be used to identify and prioritize projects. The result is an overall index of areas with the demand, highest walking/biking potential. The premise is that the improvements in these areas will have the greatest benefits.

Task 4.3. Working Paper #2: Needs Analysis

Based on the above information and information collected in Tasks 4.1-4.3, Alta will identify opportunities and constraints for improving the walking environment. The results will be documented in Working Paper #2: Administrative Draft Needs Analysis. We anticipate City review period to be approximately three (3) weeks. Alta will revise the working paper based on a single set of consolidated internally consistent comments. This revised working paper will be presented to the TAC at TAC Meeting #2.

Task Deliverables

- Working Paper #2: Administrative Draft Needs Analysis
- Working Paper #2: Draft Needs Analysis

Task 5. Best Practice Review

Task 5.1. Best Practices Review

Alta will review regional bicycle, pedestrian, and safe routes to transit plans from other comparable cities to identify best practices. Alta will prepare a matrix presenting best practices from comparable plans, with an emphasis on cities with similar development densities, infrastructure and transit.

This summary will identify:

- Plan outline and content highlights
- Vision, goals, objectives and policies
- Approaches to improvements
- Criteria/performance measures used for project prioritization
- Methods established for maintaining priority project lists

Alta will summarize the findings in a Best Practices Memorandum. The results of this review and input from the TAC will inform Plan development. We anticipate City review period to be approximately two (2) weeks. Alta will revise based on a single set of consolidated internally consistent comments and provide the Final Best Practices Memorandum. We will present the Final Memorandum at TAC Meeting #3.

Task Deliverables

- Draft Best Practices Memorandum
- Final Best Practices Memorandum

Task 6. Draft Recommendations

Task 6.1. Working Paper #3: Goals, Policies, and Programs

The Plan's goals and policies will set the foundation for project development, prioritization and implementation. Based on review of existing goals, objectives and policies and the Best Practice review, Alta will develop the Draft Vision, Goals and Policies. A vision statement outline what the City wants to be. Goals are broad statements of what the City and its residents hope to achieve of time and that ultimately add up to the vision statement. Policies are specific actions that guide the City's programs, activities, and action to achieve the vision and goals.

Alta will also develop recommended programs to address identified needs and community interest. Programs that follow the E's: Education, Encouragement, Enforcement and Evaluation.

Alta will provide these recommendations in Working Paper #3: Administrative Draft Goals, Policies, and Programs. We anticipate City review period to be approximately three (3) weeks. Alta will revise the working paper based on a single set of consolidated internally consistent comments. This revised working paper, Draft Goals, Policies, and Programs, will be presented to the TAC at TAC Meeting #4.

Task Deliverables

- Working Paper #3: Administrative Draft Goals, Policies, and Programs
- Working Paper #3: Draft Goals, Policies, and Programs

Task 6.2. Working Paper #4: Project Evaluation Criteria

Alta will develop a mechanism for evaluating the performance of proposed projects using a series of criteria. Typical project evaluation criteria include:

- Safety: The project addresses safety concerns such as reported collisions.
- Estimated High Demand: The project is in a location of estimated high demand based on the B/PSI Index.
- Community Identified Improvement: The project is at a community identified challenge area.
- Connectivity: The project improves or provides a connection to a key destination.
- Transit Coordination: The project connects to transit.
- Feasibility: The project can be implemented within a one-to-five year time frame. Projects that require outside agency approval or significant funding will receive lower scores.

We will provide the proposed evaluation criteria in Working Paper #4: Administrative Draft Project Evaluation Criteria. We anticipate City review period to be approximately three (3) weeks. Alta will revise the working paper based on a single set of consolidated internally consistent comments. This revised working paper will be presented to the TAC at TAC Meeting #5.

Task Deliverables

- Working Paper #4: Administrative Draft Project Evaluation Criteria
- Working Paper #4: Draft Project Evaluation Criteria

Task 6.3. Working Paper #5: Recommended Projects

The Alta Team will work collaboratively to develop a comprehensive set of projects that include network and spot improvements. The recommendations will be based on selection criteria which will be informed by the vision, goals, and policies, community input, and anticipated demand. The selection criteria may include:

- Demonstrated Need (collisions, community identified)
- Roadway Type (arterial, collector, local)
- Connectivity (connection to key activity centers including BART, Downtown, the Iron Horse Trail)
- Overcomes barriers

The recommended projects will include:

- Network improvements
- Spot improvements
- Future Studies (signal timing, over/under crossings, trails, projects that will require further study)
- Future Projects (suggested routes to school maps, streetscape corridor plans, etc)

We will also identify the recommended corridors and intersections for conceptual design plans for development in Task 6.4. We anticipate corridors connecting to BART, Downtown, and the Iron Horse Trail will be included on the list of potential concept plans.

Alta will provide the recommended projects in Working Paper #5: Administrative Draft Recommended Projects. We anticipate City review period to be approximately three (3) weeks.

We will meet with City Staff in a working session format to review and discuss the recommendations. Based on the outcomes of the working session and a single set of consolidated internally consistent comments, we will revise the working paper. The revised working paper will be presented to the TAC at TAC Meeting #6.

Task Deliverables

- Working Paper #5: Administrative Draft Recommended Projects
- Working Session #1
- Working Paper #5: Draft Recommended Projects

Task 6.4. Working Paper #6: Corridor Intersections Conceptual Design Plans

Based on the results of Task 6.3, the Alta Team will develop Conceptual Design Plans for up to ten (10) priority corridors and intersection improvements. It is understood that fewer conceptual design plans may be produced if the corridors or project designs require significant investment. The Alta Team will work closely with City staff to reach consensus on the number of plans.

These projects will be designed to approximately a 35% concept plan level, including an engineer's estimate of probable cost. Physical roadway improvements will be prepared in AutoCAD based exclusively on aerial photography or available AutoCAD base mapping provided by City staff, and will show curb, gutter, pavement features, and other details necessary to visually describe the improvement and location. The City will provide available right-of-way (ROW) information for inclusion in these Conceptual Design Plans. Extensive field measurement or topographic survey will not be conducted as part of this task but rather existing AutoCAD information provided by the City, as noted above.

The Conceptual Design Plans will be conceptual in nature illustrating the approximate location and design of improvement features identified in the recommended project description. The ten priority projects may include roadway intersections, mid-block crossing locations, or roadway segments. No off-street pathways or trails are anticipated to be included as one of the conceptual design locations; however the crossing of these paths and trails on City roadways may be selected as one of the conceptual design locations. These off-street facilities tend to be more homogenous in their cross-section and variability than on-street or adjacent-to-street facilities.

Each conceptual design plan will include cross sections clearly outlining existing conditions, the estimated public ROW, and a cross section for each varying segment with the recommended geometrics for the travelled way. The Conceptual Design Plans are intended to assist the City in specifically identifying the location and approximate unit cost of final improvement features to be included in future grant funding applications. To aid in future grant funding application, additional detail will be added to these plans such as photographs of example installations or additional design details to permit for easier translation to future design documents.

In addition to the conceptual design, a further quantitative evaluation may be conducted for the high priority recommended projects to support Task 8 Environmental Review. It is anticipated that City staff will provide or help provide the following data:

In general, projects will be evaluated based on the Draft Project evaluation Criteria outlined in Task 6.2. This evaluation will also include the evaluation of the selection of up to ten (10) high priority recommended projects to be further evaluated quantitatively for Environmental Review. It is anticipated that City staff will provide or help provide the following data:

- CORRIDOR AND TURNING MOVEMENT VOLUME COUNTS – Mechanical tube and peak hour turning movement counts will be reviewed on the subject locations to determine typical traffic patterns and volume levels.
- SPEED SURVEYS – Speed studies of critical speed (85%) and peak speed will be reviewed by our team to quantify the degree of speeding. Since it is recognize that drivers are more prone to speed during times such as in the morning when they are rushing to work and school, speed data will be noted by time of day to the extent that data is available. We will be looking to see if 85% of the vehicles are traveling more than 5 mph over the posted speed, as well as determining the fastest observed speed.

If some traffic data is unavailable or outdated, we will coordinate with City staff to collect supplemental data to assure that the project dataset is complete and current. Supplemental data may include additional traffic counts or speed surveys. A set fee of up to \$4,000 has been allocated to collect supplemental data.

Based on the data available and/or collected, the high priority corridors will be evaluated to determine if CEQA-level significance thresholds are exceeded with the implementation of the project. This evaluation will be based on an Existing and Existing + Project scenario. No future travel demand forecast modeling will be completed for this task. It is anticipated that the results of this evaluation will include intersection and/or segment level of service findings. These results will be included in the deliverables set forth in Task 8, Environmental Review. No separate deliverable is included for the LOS evaluation.

We will provide the conceptual design plans in Working Paper #6: Administrative Draft Corridor Intersections Conceptual Design Plans. We anticipate City review period to be approximately three (3) weeks.

We will meet with City Staff in a working session format to review and discuss the recommendations. Based on the outcomes of the working session and a single set of consolidated internally consistent comments, we will revise the working paper. The revised working paper will be presented to the TAC at TAC Meeting #7.

Task Deliverables:

- Working Paper #6: Administrative Draft Corridor Intersections Conceptual Design Plans (1"-40' scale, 11"x17" design plans in electronic format and 5 sets of a hardcopy format 11x17) and an opinion of probable construction cost (electronic copy in Microsoft excel)
- Working Session #2
- Working Paper #6: Draft Corridor Intersections Conceptual Design Plans (1"-40' scale, 11"x17" design plans in electronic format and 5 sets of a hardcopy format) and an opinion of probable construction cost (electronic copy in Microsoft excel)

Task 7. Bicycle, Pedestrian and Safe Routes to Transit Plan

Task 7.1. Initial Draft Bicycle, Pedestrian and Safe Routes to Transit Plan

Based on the feedback from the TAC and comments received from the community, the Alta Team revise the working papers below into the Initial Draft Bicycle, Pedestrian and Safe Routes to Transit Plan:

- Working Paper #1: Draft Existing Conditions Analysis
- Working Paper #2: Draft Needs Analysis
- Working Paper #3: Draft Goals, Policies, and Programs
- Working Paper #4: Draft Project Evaluation Criteria
- Working Paper #5: Draft Recommended Projects
- Working Paper #6: Draft Corridor Intersections Conceptual Design Plans

In addition to the elements listed above, we will include the following chapters:

- Implementation: Prioritized Projects, Funding Opportunities
- Bikeway Design Guidelines
- Pedestrian Facility Design Guidelines

Alta will provide the Initial Draft Bicycle, Pedestrian and Safe Routes to Transit Plan to the City for review. We anticipate City review period to be approximately three (3) weeks.

Task Deliverables

- Initial Draft Bicycle, Pedestrian and Safe Routes to Transit Plan
 - Word and PDF format

Task 7.2. Administrative Draft Bicycle, Pedestrian and Safe Routes to Transit Plan

Alta will revise the Initial Plan based on a single set of consolidated internally consistent comments and provide the Administrative Draft Bicycle, Pedestrian and Safe Routes to Transit Plan. Alta will provide the Administrative Draft Plan in Word and PDF format (both in tracked changes and presentation format).

Alta will present the Administrative Draft Plan at either a TAC or PAC meeting for review and comment. We anticipate City review period to be approximately three (3) weeks.

Task Deliverables

- Administrative Draft Bicycle, Pedestrian and Safe Routes to Transit Plan
 - Word and PDF format
 - Word and PDF format tracked changes redline

Task 7.3. Draft Bicycle, Pedestrian and Safe Routes to Transit Plan

Alta will revise the Administrative Draft Plan based on TAC or PAC Meeting Notes and a single set of consolidated internally consistent comments and provide the Draft Bicycle, Pedestrian and Safe Routes to Transit Plan. Alta will provide the Draft Plan in Word and PDF format (both in tracked changes and presentation format) as well as 31 hard copies.

It is anticipated this Draft Plan will be presented to the community, commissions and City Council for review and comment. We anticipate review period to be approximately two and a half months.

Task Deliverables

- Draft Bicycle, Pedestrian and Safe Routes to Transit Plan
 - Word and PDF format
 - Word and PDF format tracked changes redline
- Hard copies (30 in loose-leaf binder and 1 unbound for a total of 31 hard copies)

Task 7.4. Final Bicycle, Pedestrian and Safe Routes to Transit Plan

Alta will revise the Draft Plan based on comments received and prepared a Final Bicycle, Pedestrian and Safe Routes to Transit Plan. It is assumed the Partnership will provide Alta with a single set of consolidated community comments.

Task Deliverables

- Final Bicycle, Pedestrian and Safe Routes to Transit Plan
 - Word and PDF format
 - Word and PDF format tracked changes redline
- Hard copies (30 bound copies and 1 unbound for a total of 31 hard copies)

Task 8. Environmental Review

Task 8.1. Environmental Review

It is assumed for this project, the required environmental documentation will include an Initial Study and a Negative Declaration or Mitigated Negative Declaration. Alta will develop a project description and complete an Initial Study and Negative Declaration (or Mitigated Negative Declaration) for the Regional Bicycle, Pedestrian and Safe Routes to School Plan. The project description will be based on the recommended bikeways, pedestrian improvements, and support facilities. The Initial Study and Negative Declaration will identify CEQA topics for which there are no impacts and, if identified, identify topics where required identified potential impacts and relevant standard mitigation measures. The study will present required analysis and provide narrative to support the impact conclusions drawn.

Detailed traffic analysis and level of service (LOS) calculations beyond those completed as part of Task 6.4 are not included in this scope of work. Alta will provide a general assessment of the proposed facility consistency with the current General Plan Circulation Element.

Alta will provide a Draft Initial Study and Negative Declaration (or Mitigated Negative Declaration) for City review. We anticipate City review period to be approximately three (3) weeks.

We will revise on a single set of consolidated internally consistent comments and provide the Initial Study and Negative Declaration (or Mitigated Negative Declaration) for City to notice and distribute.

The City of Concord will be responsible for circulation and posting of any environmental documentation and determination as well as paying for CEQA document posting fees. Alta will prepare a response to comments (if any).

This scope of work assumes an Initial Study and Negative Declaration will be sufficient. Should a more detailed environmental analysis be required, Alta will develop a scope of services and cost based on the expected level of required analysis.

Task Deliverables

- Draft Initial Study and Negative Declaration (or Mitigated Negative Declaration)
- Initial Study and Negative Declaration (or Mitigated Negative Declaration)

Exhibit B

Budget

TASK DESCRIPTION	Alta Planning - Design										Kimley-Horn					
	Individual in Charge	Project Manager	Project Advisor	Planner	GIS Analyst	Designer	Env. Planner	Ecological Production	Engineer	Design Engineer	Operations Evaluation	Analyst III	Analyst I	Task Hours	Expenses and Travel	Task Budget
	\$185	\$138	\$165	\$65	\$92	\$92	\$100	\$55	\$195	\$170	\$225	\$125	\$115			
Task 1. Project Initiation and Management																
Task 1.1. Project Kick-Off Meeting	4	6		4					4					92	\$100	\$14,020
Task 1.2. Project Management	4	54							16					74	\$11,312	\$11,312
Task 2. Existing Environment																
Task 2.1. Collect and Review Existing Plans, Policies, and Data	1	16	6	32	10									65	\$50	\$6,433
Task 2.2. Review Facilities, Programs and Conditions	1	6		16					8	8				39	\$4,973	\$4,973
Task 3. Public Outreach																
Task 3.1. Outreach Strategy and Support	1	34		40										75	\$1,000	\$8,477
Task 3.2. Project Technical Advisory Committee Meetings	4	32	8	16					12					72	\$9,856	\$9,856
Task 3.3. Advisory Committee Meetings	2	26		12					8					48	\$6,298	\$6,298
Task 3.4. Bike and Walking Tours		8		20					4					32	\$100	\$3,284
Task 4. Needs Analysis																
Task 4.1. Community Survey	1	6		20										113	\$40	\$10,209
Task 4.2. Collision Analysis	1	6		16	48									27	\$40	\$2,353
Task 4.3. Demand Modeling	1	4		10										71	\$6,469	\$6,469
Task 5. Best Practice Review																
Task 5.1. Best Practices Review	1	8	6	20					4		2			15	\$1,387	\$1,387
Task 6. Draft Recommendations																
Task 6.1. Draft Goals, Policies, and Programs	1	8	2	16										41	\$0	\$4,809
Task 6.2. Draft Project Evaluation Criteria	1	8	2	16										41	\$4,809	\$4,809
Task 6.3. Recommended Projects	6	24	12	44	32	60								632	\$4,300	\$80,596
Task 6.4. Corridors and Intersections Conceptual Design Plans	6	24	12	16										27	\$2,659	\$2,659
Task 7. Bicycle, Pedestrian and Safe Routes to Transit Plan																
Task 7.1. Initial Draft Bicycle, Pedestrian and Safe Routes to Transit Plan	2	16	4	40	20	20			4	2				108	\$10,638	\$10,638
Task 7.2. Admin Draft Bicycle, Pedestrian and Safe Routes to Transit Plan	2	16	3	32	16	16		20	4					109	\$9,977	\$9,977
Task 7.3. Draft Bicycle, Pedestrian and Safe Routes to Transit Plan	2	16	2	30	14	14		20	2					100	\$4,500	\$13,424
Task 7.4. Final Bicycle, Pedestrian and Safe Routes to Transit Plan	2	16	2	30	12	12		20	2					96	\$4,500	\$13,056
Task 8. Environmental Review																
Task 8.1. Environmental Review	1	4		10										67	\$0	\$6,587
Total Staff Hours	44	338	59	440	152	122	52	60	106	50	6	80	180	490		
Total Budget	\$8,140	\$46,644	\$9,735	\$28,600	\$13,984	\$11,224	\$5,200	\$3,300	\$20,670	\$8,500	\$1,350	\$10,000	\$20,700	\$14,590	\$202,637	\$202,637

* These are fully burdened rates that include salary, benefits, firm overhead charges, administrative fees and profit. Alta's overhead rate is 156.9%. Rates subject to change annually.