

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF UNION CITY
AND
TOOLE DESIGN GROUP, LLC
BICYCLE AND PEDESTRIAN MASTER PLAN UPDATE,
CITY PROJECT NO. 17-30

This Agreement for consulting services is made by and between the City of Union City, a municipal corporation, ("City") and **Toole Design Group LLC**, a Maryland limited liability company, whose primary address is 8484 Georgia Ave, Suite 800, Silver Spring, MD 20910, with a Project Office address at 1635 Broadway, Suite 200, Oakland, CA 94612 ("Consultant"), (together referred to as the "Parties") as of October 22, 2019 (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, and incorporated herein, 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 March 31, 2021, 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 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 is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

1.5 Public Works Requirements. Because the services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit C. Consultant shall waive, indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **Three Hundred Thousand Dollars, (\$300,000)** 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;
- 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;

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

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

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

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

2.5 Hourly Fees. Unless the services provided are for a lump sum or flat fee, 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. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit C. Reimbursable expenses not listed in Exhibit C are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10. Business License. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Union City Municipal Code.

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 beginning any work under 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.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; 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
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage; . Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease 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. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim

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

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Union City, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. 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.

d. Each insurance policy required by this clause 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.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

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

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. 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 must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. 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 All Policies Requirements.

a. **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. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts

acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

b. **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.

c. **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).

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

4.4 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.

- A. Consultant shall, to the extent permitted by law, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards (collectively "City Indemnitees"), from all claims,

losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, to the extent arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages to the extent arising from the professionally negligent acts, errors or omissions of Consultant. Consultant has no obligation to pay for any of City Indemnitees defense related cost prior to a final determination of liability by either a Court of law or third party neutral, or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant, except as provided in Civil Code Section 2782.8(a) and (e).
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the active negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement.
- E. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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 Subparagraph 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 applicable to the performance of the work hereunder.

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 at least ten (10) business days' prior written notification to Consultant. Consultant may cancel this Agreement upon thirty (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 work product, including, but not limited to 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.

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 not be 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. Consultant's proprietary information, including without limitation, work papers, proprietary information, processes, methodologies, know-how and software ("Preexisting Consultant Data") previously belonging or licensed to Consultant and used to perform the Consultant Services shall remain the sole property of Consultant. To the extent the Consultant Services contain Preexisting Consultant Data, Consultant hereby grants to City a non-exclusive, non-transferable, non-assignable, royalty-free license to use such Preexisting Consultant Data solely for the purpose of completing and maintaining the project. Consultant shall not be held liable for its submitted information if it is altered, misused, and/or reused on another project without written consent.

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 Section 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 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

10.2.1 Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority.

10.2.2 If the dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any mediator, and shall bear their own attorney's fees for the mediation.

10.2.3 The alternative dispute resolution process in this section is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900, *et. seq.*

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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 Sections 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 twelve 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 Government Code § 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 Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 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.

10.10 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as Marilou Ayupan ("Contract Administrator"). All correspondence, invoices and project deliverables shall be directed to or through the Contract Administrator.

Marilou Ayupan, Interim Public Works Director
City of Union City
Public Works Department
34009 Alvarado-Niles Road
Union City, CA 94587

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

Brooke DuBose, Northern California Office Director
Toole Design Group, LLC
Project Office: 1635 Broadway, Suite 200
Oakland, CA 94612
Admin Address: 8484 Georgia Ave, Suite 800
Silver Spring, MD 20910

All other written notice to City shall be sent to:

Joan Malloy, City Manager

City of Union City

34009 Alvarado Niles Rd. with a copy to

Union City, CA 94587

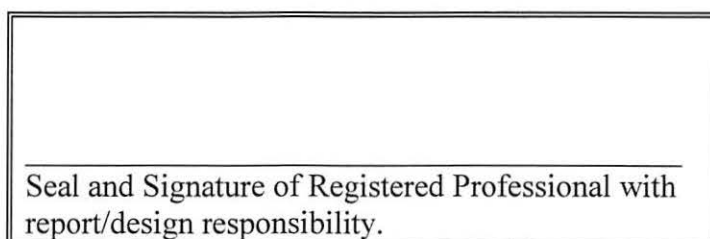
Kris Kokotaylo, City Attorney

City of Union City

34009 Alvarado Niles Rd.

Union City, CA 94587

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



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

Exhibit A Scope of Work and Project Schedule

Exhibit B Cost Proposal/Payment Schedule

Exhibit C Public Works Requirements


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

The Parties have executed this Agreement as of the Effective Date.

CITY OF UNION CITY

TOOLE DESIGN GROUP, LLC
A Maryland limited liability corporation

JOAN MALLOY, CITY MANAGER



~~JENNIFER TOOLE, PRESIDENT~~
Russell Eldridge, Executive Vice President

ATTEST:

ANNA M. BROWN, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO, CITY ATTORNEY

EXHIBIT A

SCOPE OF WORK

(Incl. Schedule)

EXHIBIT B

COST PROPOSAL/COMPENSATION SCHEDULE

EXHIBIT B

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS

PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

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

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on

consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Exhibit A.1. Union City Bicycle and Pedestrian Master Plan Update

SCOPE OF WORK

Last revised: October 18, 2019

Toole Design is pleased to present the following scope of work for the Union City Bicycle and Pedestrian Master Plan Update. Note that the specific work plan and deliverables for each task will be reviewed at the initiation of each task to confirm the goals and desired outcomes. One round of revisions is assumed for each deliverable, based on one set of consolidated comments, unless otherwise noted in this scope of work.

TASK 1: PROJECT MANAGEMENT

TASK 1.1: PROJECT INITIATION

A successful project begins with a shared understanding of project goals and desired outcomes. Toole Design will convene and facilitate a kickoff meeting with the City of Union City to review and confirm the project's scope of work, schedule, objectives, budget, and team roles. During this meeting, Toole Design will clarify the City's project management and administrative expectations for the project. Additionally, Toole Design anticipates discussing available background information and data that will be important to review and synthesize for project success. Following the kickoff meeting, Toole Design will revise and finalize the project scope and schedule and develop a data request memorandum.

TASK 1.2: ONGOING PROJECT MANAGEMENT

Toole Design's Project Manager, Megan Wooley-Ousdahl, AICP, will be the primary point of contact and will be responsible for the quality of every deliverable, the project budget, and schedule. Megan will schedule regular bi-weekly coordination calls to provide project updates, review ongoing work, and collaborate on upcoming tasks and deliverables. Megan will schedule in-person meetings in conjunction with project milestones and outreach events, or as other needs arise. She will be supported by Sara Rauwolf as Deputy Project Manager, who will be responsible for scheduling bi-weekly check-ins, providing agendas, and other duties, as needed.

Megan will conduct a regular review of project schedules, costs, and subcontractor performance and will make adjustments accordingly. In conjunction with Brooke DuBose, AICP, the project's Principal-in-Charge, Megan will also be responsible for the project's overall oversight, scheduling, reporting, record keeping, and quality assurance.

TASK 1 DELIVERABLES:

- Kickoff meeting agenda
- Data request memorandum
- Final scope and schedule
- Bi-weekly check-in meetings

TASK 2: PROJECT COMMUNICATION, COORDINATION, AND PUBLIC OUTREACH

A bicycle and pedestrian master plan (BPMP) that will set Union City on a path toward significant increases in walking and bicycling must be one that is aspirational yet grounded. It is critical that City staff, stakeholders, and the public are engaged in a manner that allows for their collective voice to be heard and reflected in the final plan. Toole Design has outlined an outreach and engagement process that reaches a broad range of community members. Toole Design will be supported by Winter Consulting, who will be the project lead for Task 2.

TASK 2.1: COMMUNITY ENGAGEMENT PLAN

The Toole Design Team will develop a comprehensive Community Engagement Plan that identifies target audiences and tailored engagement strategies to garner both valuable input and support for the BPMP. The goal is to develop and facilitate meaningful outreach activities that result in engagement with a broad range of people who live, work, play, and do business in Union City. The Plan will outline the activities, timing, purpose, potential location, and audiences for all engagement efforts. Toole Design proposes developing an evaluation plan to track progress and ensure that the team is engaging and capturing the diversity of the Union City community in the engagement efforts.

TASK 2.2: STAKEHOLDER MEETINGS

Stakeholder and focus group meetings allow the project team to more deeply engage with key community and agency stakeholders than other types of engagement. Focus groups can also be an effective way of gathering input from often under-represented groups in the planning process, or those who have specific concerns to be discussed. Example focus groups to engage with multiple parts of the community could include:

- **Services and Underrepresented Groups** - Union City Family Center, Decoto Neighborhood groups, and the Quarry Hills Neighborhood.
- **Jobs Access** - Union City Chamber of Commerce and representatives from major retail centers like Union Landing Shopping Center.
- **Transit and Access** - Union City Transit, Bay Area Rapid Transit District (BART), Bicycle and Pedestrian Advisory Committee, and Bike East Bay.
- **Schools and Safety** - New Haven Unified School District, Alameda County Safe Routes to Schools Program representatives, and the Union City Police Department.

The Toole Design Team will schedule in-person interviews with up to eight focus groups. These focus groups may include an introduction of the project, discussion of existing conditions, and the identification of potential opportunities and challenges. They will also yield input and key information from stakeholder representatives that will inform the BPMP update. For efficiency and cost savings, one and half hour interviews will be scheduled consecutively over a two to three-day period.

TASK 2.3: ACTION TEAM MEETINGS

Toole Design will facilitate meetings with an Action Team that the City will establish prior to the start of work. The Action Team could be comprised of City staff only or may include community stakeholders. The Toole Design Team proposes meeting with the Action Team three times throughout the course of the project to receive input on data gathered in each phase. The first meeting will focus on reviewing existing conditions, data, and goals and identifying key network connections. The second meeting will provide an opportunity to review the proposed network and project lists and to give input on project prioritization criteria. The third meeting will center on reviewing the priority projects and implementation strategy that will be presented in the Draft BPMP.

TASK 2.4: OUTREACH MEETING / POP-UPS

Community workshops have an important role to play in any planning process, and Toole Design will work with the City to determine when and where to hold community workshops that are engaging and meaningful, maximizing both turnout and the level of engagement. The Toole Design Team will hold four public meetings which may include neighborhood-based community outreach meetings or pop-up workshops, as described below. Two meetings will be held on the east side and two meetings will be held on the west side of the city.

NEIGHBORHOOD BASED COMMUNITY OUTREACH

Outreach meetings will be held at key points during the development of the BPMP. An initial outreach meeting will

be held to gather input on the existing bicycle and pedestrian experience in Union City, and a second meeting will be held to gather input on the proposed networks. The outreach meetings will include a brief presentation by the project team and include interactive activities to seek input and share information about proposed facilities and improvements.

POP-UP WORKSHOPS

The Toole Design Team will also build outreach activities into larger community events. Creating a fun, engaging pop-up event during community events such as the Union City Farmers Market at Old Alvarado Park, weekend sporting events at the Mark Green Sports Center, family activity centers like Pump It Up of Union City, and along regional trails, such as the Alameda Creek Regional Trail will help the team connect to many Union City residents. Alternatively, tacking on to existing city events like the Annual Sister Cities Festival or the Union Landing Restaurant Stroll offer a way to take advantage of larger advertised community events. The Toole Design Team will use pop-up input stations in conjunction with the existing conditions tasks to provide feedback on initial conditions, identify key destinations, discuss micromobility opportunities, and highlight new connections throughout the city. The Toole Design Team will develop activities and materials for two pop-up events.

TASK 2.5: COMMISSION / COMMITTEE AND CITY COUNCIL MEETINGS

Toole Design will assist the City's Project Manager in providing process updates and seeking feedback from the City's Commissions and Council. Toole Design will develop materials and participate in up to three Commission/Committee and City Council meetings, exact meetings to be determined.

TASK 2.6: ONLINE PUBLIC ENGAGEMENT

Online public engagement may take many forms in order to reach many people and different audiences. Toole Design has outlined a menu of options that could be woven into the BPMP planning process. Toole Design will work with City staff to determine which engagement tools should be used in this process.

PROJECT WEBSITE

Toole Design proposes using a variety of engaging web-based tools on a project webpage hosted on the City's website. The webpage will promote outreach and education materials, document public events, provide a review of deliverables, and detail ways to stay involved throughout the course of the project. Toole Design will provide initial webpage materials in an agreed upon format and provide updates at key project milestones. Alternatively, a standalone website can be developed using Squarespace for an additional cost.

INTERACTIVE WEB MAP

The key feature of the project webpage will be an interactive online map that supplements the on-the-ground, in-person engagement. Through the online map, participants can identify key walking and bicycling destinations, gaps in the existing networks, barriers such as challenging intersections or safety/comfort improvements to existing facilities. The online map allows users to drop "pins" and draw routes to help highlight potential improvement opportunities for providing connections between destinations along long-range routes and short trip connections within neighborhoods.

After draft project recommendations are developed, Toole Design can load the proposed bikeway network and pedestrian projects into a second online web map for review by the public. This can also be used to verify if the team missed any critical facilities and to vote on priority improvements.

SOCIAL MEDIA PROMOTION

Toole Design will develop a social media and communication strategy to promote the project webpage, online

events, and upcoming in-person engagement opportunities. The forums will help inform the creation of the proposed network and identify community priorities. The Toole Design Team will provide messaging, images, and schedules for each social media platform at each of the major phases of the project for City staff to post on applicable platforms such as Facebook, Twitter, or NextDoor.

TASK 2 DELIVERABLES:

- Draft and final Community Engagement Plan
- Materials for and facilitation of eight (8) one and half hour stakeholder interviews
- Materials for and facilitation of two (2) pop-up public input events
- Materials for and facilitation of two (2) neighborhood-based outreach meetings
- Online engagement, such as webpage content, interactive web map, and/or social media blasts
- Materials for and attendance at three (3) Commission/ Committee/Council meetings
- Action Team Meetings (3)
- Draft and Final Public Participation Report

TASK 3: DATA COLLECTION AND REVIEW

The purpose of Task 3 will be to evaluate existing walking and bicycling conditions throughout the city. This review will include assessing infrastructure, identifying opportunities and constraints, establishing who is currently bicycling or walking, and identifying where residents or visitors want to ride or walk. This task will rely upon the data provided by the City as a part of the Task 1 data request and additional research conducted by the consultant team.

TASK 3.1: REVIEW OF PLANS AND POLICIES

Toole Design has found that the most effective way to develop an active transportation plan and attendant policies starts with a comprehensive review of existing plans with active transportation policies and guidance. Toole Design's review of existing plans and policies will include the 2012 Union City Bicycle and Pedestrian Master Plan, 2012 Complete Streets Policy, 2010 Climate Action Plan, DIPSA Specific Plan, and other plans, policies, and guidance, as applicable. Toole Design will also review current and recent planning efforts, including the 2040 General Plan Update, ongoing update to the Station District Specific Plan around the Union City BART Station, current Measure B and Measure BB projects, and other applicable ongoing efforts.

Once a list of current plans and policies has been compiled, Toole Design will compare current documented strategies with the University of California, Berkeley Tech Transfers' Guide for Conducting Bicycle and Pedestrian Safety Assessments policies and programs evaluation.

Toole Design will then hold a two-hour interview with City staff to discuss internal operations and policies regarding any remaining best practice categories. After the interview, Toole Design will benchmark the City's current practices and policies and identify where new policies, programs, and practices can be incorporated. This strategy will provide a consolidated list of priority strategies that Union City can focus on given the realities of limited staff and budget resources.

TASK 3.2: EVALUATION OF EXISTING CONDITIONS

For this task, Toole Design will assemble and analyze data about who is walking and bicycling today and why, and what groups might be underrepresented. The findings will be presented in a graphically rich format that communicates key stories that will inform the planning process.

Also, using available data from the 2012 Union City BPMP as a starting point, Toole Design will work with City staff to identify active transportation improvements that have been implemented or are funded since the previous plan was adopted. City staff will be asked to provide information on encouragement and enforcement efforts and funding levels that have supported active transportation in the past five years. Toole Design will also review recommendations from school safety assessments conducted for schools in the New Haven Unified School District as a part of the Alameda County Safe Routes to Schools Program. Toole Design will then conduct a one-day field visit for an on-the-ground understanding of the walking and bicycling experience in Union City.

Toole Design will load the updated the existing network files from the recently adopted Alameda Countywide Active Transportation Plan into an internal review web map where City staff can help quickly confirm that all existing facilities are appropriately shown. This will help create a streamlined approach to evaluating existing conditions, allowing Toole Design to focus on visually identifying critical gaps, barriers, high-stress facilities, and safety focus areas. These easy-to-understand outputs will then be used to gain insights from the public during community engagement activities.

Toole Design will also review larger data sources such as U.S. Census data, the California Household Travel Survey, and available transit stop data, which will provide information about bicycle and pedestrian mode share, trip length, trip duration, and possible origins and destinations.

TASK 3.3: EXISTING CONDITIONS SUMMARY REPORT

Toole Design will document the findings of this task in a succinct, easy-to-understand flipbook-style format with a heavy focus on visual and map-based products. This will help focus the team's efforts on storytelling and summarizing the key takeaways from this existing conditions evaluation component.

TASK 3 DELIVERABLES:

- Existing plans and policies review memorandum and benchmarking interview
- Existing and planned GIS layer with web map portal
- Draft and final Existing Conditions Summary Report

TASK 4: NEEDS AND DEMANDS ANALYSIS

This task will examine multiple data sources including origins and destinations, network gaps, bicycle level of traffic stress, collisions, and community input so the Toole Design Team can be responsive to these needs in the development of the recommended networks. The following analytical tools were developed since the adoption of the 2012 BPMP, and these tools are an efficient way to identify priority areas for investment that will yield the highest return on safety and utility.

TASK 4.1: COLLISION ANALYSIS

Toole Design will evaluate bicycle- and pedestrian-involved collision data from the most recent five-year period available from the Statewide Integrated Traffic Records System (SWITRS) and University of California Berkeley's Traffic Injury Mapping System (TIMS) to effectively map the injury and fatal crashes. To the extent possible with SWITRS data, Toole Design will also identify crash trends by participant, such as racial or age disparities. If desired, Toole Design can compare the collision data with potential exposure metrics from the demand analysis in Task 4.3 to identify potential High Injury Network or safety focus corridors.

TASK 4.2: BICYCLE NETWORK ANALYSIS

A Level of Traffic Stress (LTS) analysis of the city's existing roadway network will be conducted. Using the Bicycle

Network Analysis (BNA) tool that Toole Design developed with People for Bikes (peopleforbikes.org/bna), Toole Design will assess the existing connectivity of Union City's low-stress bicycling network. The first step of this analysis is determining the level of stress on streets in the city based on bicycle facility type, traffic speed and volume, and street configuration. This will also include an assessment of intersections that will be critical for understanding whether low-stress routes are connected or not. BNA results will show, on a Census block level, what parts of the city are well connected by a low-stress network. It will also allow Toole Design to calculate trip lengths between critical destinations, comparing the shortest path to the shortest, low-stress connection. Similarly, Toole Design can use the BNA results to evaluate the potential benefit, in terms of reduced travel time or distance, for specific projects that are recommended as part of the bike network. This benchmarking assessment will be one element of prioritizing projects based on their capacity to improve connectivity. Toole Design has the ability to tailor inputs based on locally available data and stated community preferences for connectivity. For example, in order to address equity as a critical part of community-serving planning and implementation, Toole Design can include analyses that focus on specifically how the low-stress bicycle network serves disadvantaged communities. This will look through multiple potential screening lenses, including median household income, CalEnviroScreen, and Communities of Concern.

TASK 4.3: LATENT DEMAND ANALYSIS

Bicycle and pedestrian latent demand analysis has become a fundamental part of transportation planning practice as communities look to invest resources strategically for the best expected outcome. For this task, Toole Design will use an objective GIS-based tool to visualize areas that have intrinsic potential to attract varying levels of bicycling and walking activity. Inputs include supportive land uses, demographics, and socioeconomic factors, and the product will be an overall map of the areas with the highest potential existing and future demand. Toole Design will generate heat maps which will be used to identify key project locations and for the project prioritization and implementation schedule. This analysis will also include a qualitative overview of anticipated users and example bicyclist and pedestrian types.

TASK 4 DELIVERABLES:

- Collision analysis maps and tables/charts
- Bicycle Network Analysis maps showing Level of Traffic Stress
- Latent demand heat maps
- Draft and final Needs Analysis Memorandum, summarizing analysis of needs and highlighting untapped network opportunities

TASK 5: VISION AND GOALS

TASK 5.1: VISION STATEMENT

Toole Design will craft a proposed vision for active transportation in Union City based on the input received from the community and City staff during the community engagement activities. Once developed, Toole Design will ask for feedback to ensure the vision captures the community's hopes for the future of walking and bicycling in Union City. The result will be a vision that is aspirational, bold, and realistic and reflects the community's desires for active transportation.

TASK 5.2: GOALS, OBJECTIVES, AND ACTIONS

Toole Design will develop a succinct policy framework that mirrors the vision statement and the feedback heard during outreach and from City staff. This framework will help form the development of the proposed bicycle and pedestrian network and support programs. The goals will be tailored to Union City and may include themes such as

connectivity, safety, mode shift, and equity. Ultimately, the goals will be trackable, and it will be easy to identify how the goals relate to the 2040 General Plan Update, Climate Action Plan, and specific planning efforts. As a part of the actions, any recommendations for bicycle and pedestrian counts will be based on other existing programs, including MTC and Alameda CTC programs.

TASK 5 DELIVERABLES:

- Draft and final vision statement
- Draft and final policy framework

TASK 6: NETWORK AND FACILITY RECOMMENDATIONS

Toole Design will build upon the foundational elements from previous tasks to develop a connected, low- stress walking and bicycling network for Union City.

TASK 6.1: METHODOLOGY FOR RECOMMENDATIONS

Toole Design will work with the City to establish a framework for the new bicycle and pedestrian networks that balances multimodal tradeoffs and limitations. This framework could take multiple forms including, but not limited to: (1) connections to schools and major retail and transit destinations, (2) expansion of a connected trail network, (3) gap closure priority network, (4) addressing important safety issues, and (5) for the bicycle network, an All Ages and Abilities On-Street Network. As a first step, Toole Design will determine a methodology for identifying project recommendations for both pedestrian and bicycle infrastructure projects. This method will be summarized in an outline format with supporting graphics for client review before it is finalized.

TASK 6.2: BICYCLE NETWORK RECOMMENDATIONS

Using the method identified in Task 6.1, Toole Design will develop recommended bicycle projects that create a network to achieve Union City’s vision and goals for active transportation.

While Toole Design’s goal in creating bicycle networks is always a connected, low-stress system, Toole Design recognizes the benefit of interim, low-cost projects even though they may serve a smaller portion of the population. As such, Toole Design will identify both facility types that will enable the widest group of bicyclists to feel comfortable and shorter-term projects that face fewer implementation hurdles in terms of cost or community support.

TASK 6.3: PEDESTRIAN PROJECT RECOMMENDATIONS

For the pedestrian network, Toole Design will identify, or confirm from the prior BPMP, pedestrian districts and other area typologies (e.g., residential, commercial) where different design treatments should be applied. Pedestrian conditions are highly localized, and it will be important to develop guidance that makes sense for different areas of Union City, such as near the Station District, Union Landing Transit Center and Shopping Center, schools, parks, Communities of Concern, and other areas with high pedestrian activity. Toole Design will also take an in-depth look at the areas around the BART Station within the Station District and the Transit Center to ensure that pedestrians have easy and safe access to the transit hubs and nearby bus stops. Connections to the recreational areas, such as Bay Trail and Coyote Hill Park and Dry Creek Pioneer Park will also be a primary consideration. The design guidance developed in Task 9 is intended to be paired with these typologies to identify specific infrastructure projects. Priority connections for the network will include schools and transit hubs/lines. Toole Design will seek community input on other priority locations for improving bicycling and walking through the outreach during Task 2.

Pedestrian facility recommendations, especially those located at crossing locations, will be informed by guidance provided in the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations. This resource considers roadway characteristics such as speed limit, traffic volumes, and lane configurations to recommend appropriate crossing treatments (high-visibility crosswalk markings, beacon-enhanced crossings, curb extensions, etc.). Toole Design will also evaluate where freeway barriers and ramp re-configurations could be identified and incorporated with Toole Design's current work on the Caltrans District 4 Pedestrian Plan.

TASK 6 DELIVERABLES:

- Draft and final methodologies for selecting networks
- Draft bicycle project list and network map
- Draft pedestrian project list and network map

TASK 7: PROGRAM RECOMMENDATIONS

TASK 7.1: PROGRAM RECOMMENDATIONS

Toole Design has crafted support programs that guide and foster the development of walking and bicycling infrastructure and increased active transportation trips in cities throughout the Bay Area. For this task, Toole Design will partner with City staff to develop support program recommendations, based on the six "E's" of a bicycling community – engineering, education, encouragement, enforcement, equity, and evaluation and planning. Support program recommendations may include end-of-trip facilities, wayfinding, educational classes, and encouragement events such as Open Streets or the celebration of Park(ing) Day. This section will also include Safe Routes to Schools (SRTS) programs in the New Haven Unified School District. Toole Design will develop actionable programmatic recommendations and clearly identify how each program recommendation supports the BPMP vision and goals and are right-sized to the City's staffing and financial resources.

TASK 7.2: MICROMOBILITY RECOMMENDATIONS

For this task, Toole Design will apply develop Union City-specific guidance for evolving micromobility options. Toole Design will provide guidance to City staff on the variety of system and equipment types, including dockless e-bike and scooter vendors, and navigate diverse business models, funding structures, and contracting mechanisms to facilitate sound decisions in micromobility program management and evaluation. The final deliverable will be a technical memorandum outlining key recommendations.

TASK 7 DELIVERABLES:

- Draft and final memorandum with policy and program recommendations
- Technical memorandum with key recommendations

TASK 8: PRIORITIZATION AND IMPLEMENTATION

Together with WRECO, the Toole Design Team will prioritize the recommended projects, develop cost estimates, and craft effective implementation strategies.

TASK 8.1: PROJECT PRIORITIZATION

The first step in the important process of prioritization is developing prioritization criteria. The criteria will be based on the BPMP's vision and goals developed in Task 4 to ensure that creating a safer, more attractive walking and bicycling environment in Union City becomes reality. The prioritization criteria will also be based on City staff, the Committee/Commission, and community input and will most likely focus on safety, connectivity, potential

demand, and equity.

Once prioritization criteria are established, criteria will be weighted and projects will be scored based on their ability to address each criterion. Projects will be grouped by implementation timeline, including short-term projects which may be key candidates for rapid implementation, and mid- and long-term projects which may require additional funding or design. Opportunities to align projects with initiatives such as the City's ADA upgrades, paving program, and sewer replacement will also be flagged.

TASK 8.2: COST ESTIMATES

This task, led by WRECO, will develop planning-level cost estimates for infrastructure projects based on recent Union City bids, neighboring city bids, and Caltrans Contract Cost Database District 4 bid prices. Program cost estimates will be based on information gleaned from the best practices review and the team's knowledge of level of the effort related to effective bicycle and pedestrian programs. The cost estimates will also include anticipated maintenance and staffing costs.

TASK 8.3: IMPLEMENTATION STRATEGY

Toole Design will develop an implementation strategy for the proposed projects, programs (including staffing needs), and potential policy considerations. This implementation strategy will identify potential phasing, funding opportunities, and key departments or agencies that will be responsible for advancing the recommendations. With input from the City, performance metrics will be developed as a means of tracking implementation over time (e.g., number of pedestrian programs implemented, lane-miles of bicycle infrastructure installed).

Toole Design will develop an implementation schedule that incorporates the results of the prioritization and cost estimation processes, with an eye towards projects that can be implemented quickly and cost-effectively. Large or complex projects will be broken into short-term and longer-term improvements to ensure they are not passed over while "low hanging fruit" small and simple projects are implemented. The implementation schedule will highlight various action items for successful project implementation and identify coordination that will be needed to achieve the recommendations. Potential constraints or implementation-related challenges that may arise will also be identified. The Toole Design Team will provide a list of projects for the first five years of BPMP implementation. This strategy will set the City on a path toward rapid transformation in key areas. Similarly, the schedule for program implementation will prioritize those that deliver the biggest "bang for the buck," either through City investment or private partnerships. This information can be presented to City staff and the BPAC for review and approval. As a part of the implementation strategy, Toole Design will advise City staff on whether a General Plan amendment will be required as part of the BPMP Update.

TASK 8.4: CONCEPT DESIGNS AND ALTERNATIVE CONCEPTS

For this task, Toole Design and WRECO will prepare conceptual designs for ten locations/segments that either pose significant barriers to walking and bicycling network connectivity or create safety hazards. Candidate locations could include key intersections, major streets, new connections to destinations or park, gaps in the network, or interchanges, such as the Alvarado-Niles/880 interchange. These locations will be selected based on the work performed in previous tasks. Concept designs will include alternatives, when applicable, to flesh out different treatment options and considerations. All work completed for this task will be tailored towards use in grant applications so that projects are funded and constructed in a timely manner. This means that concepts will provide information including, but not limited to: project descriptions, proposed cross-sections, cost estimates, equity variables.

TASK 8 DELIVERABLES:

- Prioritized bicycle and pedestrian project lists
- Draft implementation strategy, including cost estimates
- Up to (10) concept designs

TASK 9: DESIGN GUIDELINES AND STANDARDS

TASK 9.1. DESIGN GUIDELINES AND STANDARDS

Toole Design will work with the City to identify design standards or guidelines for treatments that support best practices in bicycle and pedestrian design. The design standards/guidelines will include guidance for proposed bikeway types and locations, street crossings, intersection designs, and other elements of the bicycle and pedestrian network. Bicycle and pedestrian facility recommendations will then be identified in accordance with the measures included in this document.

TASK 9 DELIVERABLES:

- Draft and final design standards and guidelines

TASK 10: PLAN DOCUMENTATION AND APPENDICES

The purpose of this task is to compile the findings from technical and outreach tasks into a concise, public-facing document that summarizes the work from Tasks 2-9, including recommendations for the bicycle and pedestrian networks, support programs, and implementation strategy.

TASK 10.1: ADMINISTRATIVE DRAFT PLAN

The Toole Design Team will assemble findings from the technical memoranda and other deliverables developed through previous tasks into a succinct Administrative Draft Bicycle and Pedestrian Master Plan Update. Toole Design will present the Administrative Draft in a Microsoft Word document to City staff for initial review. City staff will coordinate review by appropriate Departments or other stakeholders. Toole Design will then incorporate reconciled comments provided from City staff into the Word document. City staff will then have an additional opportunity to review the draft content and provide an additional round of edits, if necessary, prior to the document being laid out in Adobe InDesign for the Public Review Draft.

It is Toole Design's goals to make final BPMP documents as visually appealing and concise as possible. Therefore, the Administrative Draft Bicycle and Pedestrian Master Plan Update may be organized as follows:

- Table of Contents and Introduction
- Public Participation Overview (full report will be made an appendix)
- Vision and Goals
- Existing Conditions Overview (full report will be made into an appendix)
- Proposed Bicycle Network and Priority Projects
- Proposed Pedestrian Facilities and Priority Projects
- Support Programs and Policies
- Implementation Strategy and Funding Plan
- Appendix A. Full Prioritized Bicycle and Pedestrian Project Lists
- Appendix B. Existing Conditions Summary Report
- Appendix C. Public Participation Summary Report
- Appendix D. Cost Estimate Assumptions and Funding Sources Memorandum

TASK 10.2: PUBLIC REVIEW DRAFT PLAN

The Public Review Draft will be available for public review and comment on the City's website with the draft environmental clearance documentation from Task 11 for up to 30 days or as otherwise specified by City staff. At this stage, Toole Design will also present the Public Review Draft Plan at the BPAC, Planning Commission, and City Council meetings.

TASK 10.3: FINAL PLAN

Toole Design will revise the Public Review Draft to produce a Final Union City Bicycle and Pedestrian Master Plan based on City staff direction regarding community, Commission, and Committee comments. Toole Design will then provide a consolidated PDF document for City staff to post on the website. At this point, all data, files, and documentation used and created in the development of the BPMP will be provided to the City.

TASK 10 DELIVERABLES:

- Administrative Draft
- Public Review Draft
- Final Union City Bicycle and Pedestrian Master Plan

TASK 11 ENVIRONMENTAL REVIEW

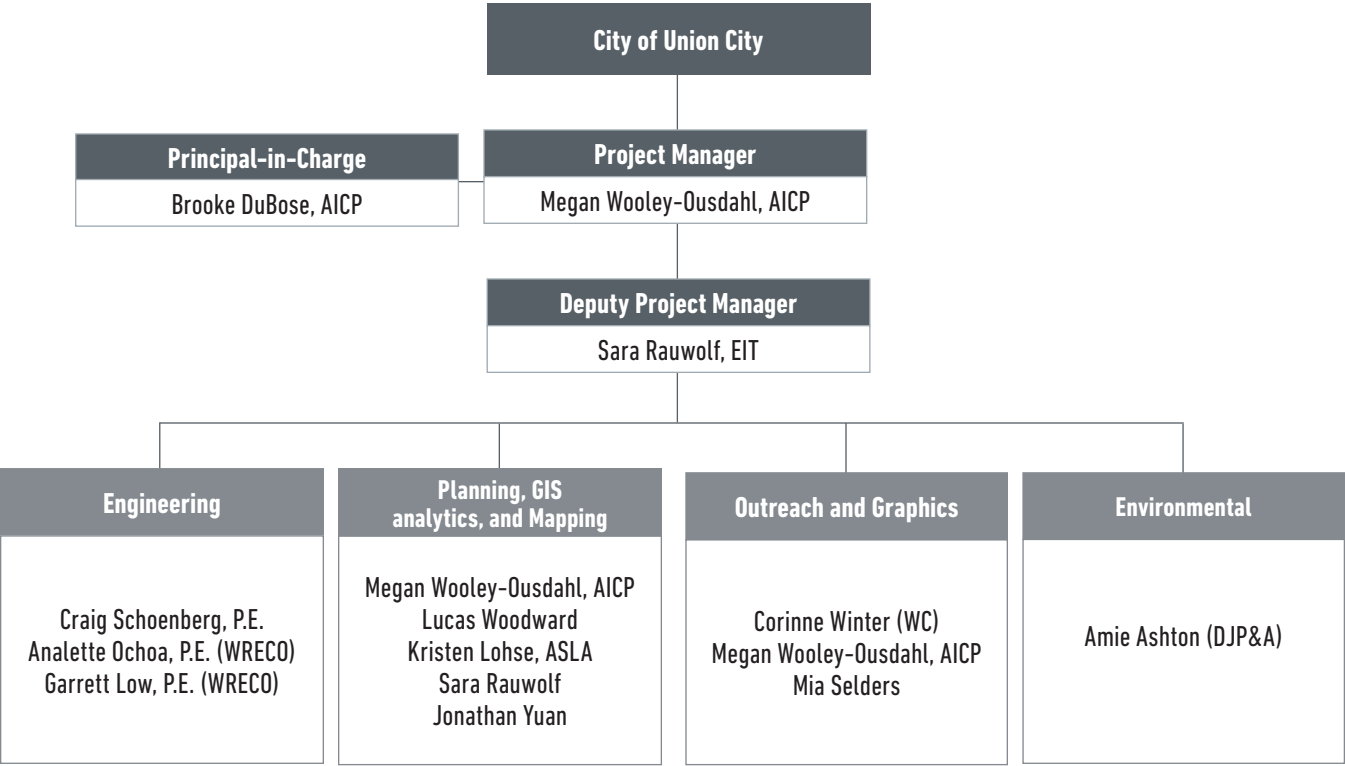
TASK 11.1. ENVIRONMENTAL DOCUMENTATION

Toole Design will be supported by David J. Powers & Associates (DJP&A) to prepare an environmental assessment that will be developed in compliance with the California Environmental Quality Act (CEQA). DJP&A will prepare the Environmental Document to provide the City of Union City's BPMP with full compliance under CEQA. The CEQA review will be completed and certified no later than December 2020 in parallel with plan adoption and Alameda CTC grant requirements. When appropriate, the environmental analysis completed for the previous 2012 Bicycle and Pedestrian Master Plan update and soon-to-be-adopted General Plan 2040 will be used as part of this process.

TASK 11 DELIVERABLES:

- Draft CEQA document for staff review
- Comment Matrix and Response to City staff comments (assumes one set of consolidated comments)
- Final CEQA document

EXHIBIT A.2: ORGANIZATIONAL CHART



ORGANIZATION CHART KEY	
WC	Winter Consulting
WRECO	WRECO
DJP&A	David J. Powers and Associates

M Meeting

[illegible]

Exhibit B..1 Cost Proposal

Last revised: October 18, 2019

Tasks	Billing rate	Toole Design Group, LLC									Winter Consulting			Wreco				Mark Thomas			David J Powers		
		Principal-in-Charge	Project Manager	Deputy PM/ Planner II/ Engineer II	Senior Engineer/ Planner	Trail Planning Lead	GIS Analyst / Planner/ Engineer	Designer	TDG Total Hours	TDG Total Fee	Public Outreach Lead	Winter Total Hours	Winter Total Fee	Civil Engineer	Civil Engineer	Wreco Total Hours	Wreco Total Fee	Engineer	Thomas Total Hours	Thomas Total Fee	Environmental Planner	Powers Total Hours	Powers Total Fee
		\$242	\$158	\$133	\$185	\$158	\$124	\$102			\$220			\$230	\$180			\$180			\$215		
Task 1: Project Management																							
Task 1.1: Project Initiation	TDG	4	4	6				14	\$2,398	4	4	\$880	4		4	\$920		0	\$0		0	\$0	
Task 1.2: Ongoing Project Management	TDG	8	40	20				68	\$10,916	12	12	\$2,640	8		8	\$1,840		0	\$0		0	\$0	
Task 1 Total		12	44	26	0	0	0	82	\$13,314	16	16	\$3,520	12	0	12	\$2,760		0	\$0	0	0	\$0	
Task 2: Project Communication, Coordination, and Public Outreach																							
Task 2.1: Community Engagement Plan	Winter	1	2	4				7	\$1,090	20	20	\$4,400			0	\$0		0	\$0		0	\$0	
Task 2.2: Stakeholder Meetings (8)	Winter	2	8	8				18	\$2,812	46	46	\$10,120			0	\$0		0	\$0		0	\$0	
Task 2.3: Action Team Meetings (3)	TDG		12	12			12	36	\$4,980		0	\$0			0	\$0		0	\$0		0	\$0	
Task 2.4: Outreach Meetings/Pop-Ups (4)	Winter		8	18			16	66	\$8,090	40	40	\$8,800			0	\$0		0	\$0		0	\$0	
Task 2.5: Commission/Committee/City Council Meetings (3)	TDG	1	10	6				22	\$3,130		0	\$0			0	\$0		0	\$0		0	\$0	
Task 2.6: Online Public Engagement	TDG	2	8	16			40	74	\$9,652		0	\$0			0	\$0		0	\$0		0	\$0	
Task 2 Total		6	48	64	0	0	68	37	223	\$29,754	106	106	\$23,320	0	0	0	\$0		0	\$0	0	0	\$0
Task 3: Data Collection and Review																							
Task 3.1: Review of Plans and Policies	TDG	1	4		1		20	26	\$3,539		0	\$0			0	\$0		0	\$0		0	\$0	
Task 3.2: Evaluation of Existing Conditions	TDG		8	8	4		38	66	\$8,596		0	\$0			0	\$0		0	\$0		0	\$0	
Task 3.3: Existing Conditions Summary Report	TDG	2	8	8	4		38	68	\$9,080		0	\$0			0	\$0		0	\$0		0	\$0	
Task 3 Total		3	20	16	9	0	96	160	\$21,215	0	0	\$0	0	0	0	\$0		0	\$0	0	0	\$0	
Task 4: Needs and Demand Analysis																							
Task 4.1: Collision Analysis	TDG	2	4		4		30	40	\$5,576		0	\$0			0	\$0		0	\$0		0	\$0	
Task 4.2: Bicycle Network Analysis	TDG	2	4		4		30	40	\$5,576		0	\$0			0	\$0		0	\$0		0	\$0	
Task 4.3: Latent Demand Analysis	TDG	2	4		4		30	40	\$5,576		0	\$0			0	\$0		0	\$0		0	\$0	
Task 4 Total		6	12	0	12	0	90	120	\$16,728	0	0	\$0	0	0	0	\$0		0	\$0	0	0	\$0	
Task 5: Vision and Goals																							
Task 5.1: Vision Statement	TDG		2	4			8	14	\$1,840		0	\$0			0	\$0		0	\$0		0	\$0	
Task 5.2: Goals, Objectives, and Actions	TDG	1	2	8	4	4	20	39	\$5,474		0	\$0			0	\$0		0	\$0		0	\$0	
Task 5 Total		1	4	12	4	4	28	53	\$7,314	0	0	\$0	0	0	0	\$0		0	\$0	0	0	\$0	
Task 6: Network and Facility Recommendations																							
Task 6.1: Methodology for Recommendations	TDG	1	4	8	4	1	10	28	\$4,076		0	\$0			0	\$0		0	\$0		0	\$0	
Task 6.2: Bicycle Network Recommendations	TDG	2	8	12	12	8	46	88	\$12,532		0	\$0			0	\$0		0	\$0		0	\$0	
Task 6.3: Pedestrian Project Recommendations	TDG	2	8	12	12	2	46	82	\$11,584		0	\$0			0	\$0		0	\$0		0	\$0	
Task 6 Total		5	20	32	28	11	102	198	\$28,192	0	0	\$0	0	0	0	\$0		0	\$0	0	0	\$0	
Task 7: Program Recommendations																							
Task 7.1: Program Recommendations	TDG	2	4	8	2	4	30	50	\$6,902		0	\$0			0	\$0		0	\$0		0	\$0	
Task 7.2: Micromobility Recommendations	TDG	1	4	8	2		10	25	\$3,548		0	\$0			0	\$0		0	\$0		0	\$0	
Task 7 Total		3	8	16	4	4	40	75	\$10,450	0	0	\$0	0	0	0	\$0		0	\$0	0	0	\$0	
Task 8: Prioritization and Implementation																							
Task 8.1: Project Prioritization	TDG	1	8	10	2	4	36	61	\$8,302		0	\$0			0	\$0		0	\$0		0	\$0	
Task 8.2: Cost Estimates	Wreco	1	2	4				7	\$1,090		0	\$0	8	40	48	\$9,040		0	\$0		0	\$0	
Task 8.3: Implementation Strategy	TDG	1	8	24	4			37	\$5,438		0	\$0			0	\$0		0	\$0		0	\$0	
Task 8.4: Concept Designs/Alternative Concepts	Wreco	1	6	10	10			27	\$4,370		0	\$0	16	100	116	\$21,680		0	\$0		0	\$0	
Task 8.5: Interchange Concept Design	Mark Thomas	1	2	8	10		8	35	\$5,076								112	112	\$20,160		0	\$0	
Task 8 Total		5	26	56	26	4	44	6	167	\$24,276	0	0	\$0	24	140	164	\$30,720	112	112	\$20,160	0	0	\$0
Task 9: Design Guidelines and Standards																							
Task 9.1: Design Guidelines and Standards	TDG	1	2	8	8	2	14	6	41	\$5,766		0	\$0			0	\$0		0	\$0		0	\$0
Task 9 Total		1	2	8	8	2	14	6	41	\$5,766	0	0	\$0	0	0	0	\$0		0	\$0	0	0	\$0
Task 10: Plan Documentation and Appendices																							
Task 10.1: Administrative Draft Plan	TDG	4	8	18	10	4	30	16	90	\$12,460	8	8	\$1,760			0	\$0		0	\$0		0	\$0
Task 10.2: Public Review Draft Plan	TDG	2	8	8	4		18	12	52	\$7,008		0	\$0			0	\$0		0	\$0		0	\$0
Task 10.3: Final Plan	TDG	2	4	8	2		16	8	40	\$5,350		0	\$0			0	\$0		0	\$0		0	\$0
Task 10 Total		8	20	34	16	4	64	36	182	\$24,818	8	8	\$1,760	0	0	0	\$0		0	\$0	0	0	\$0
Task 11: Environmental Review																							
Task 11.1: Environmental Documentation	TDG	1	2	2				5	\$824		0	\$0			0	\$0		0	\$0	94	94	\$20,210	
Task 11 Total		1	2	2	0	0	0	5	\$824	0	0	\$0	0	0	0	\$0		0	\$0	94	94	\$20,210	
Total Labor/Fee		51	206	266	107	29	546	101	1306	\$182,651	130	130	\$28,600	36	140	176	\$33,480	112	112	\$20,160	94	94	\$20,210
Direct Expenses										\$12,899			\$1,000				\$750						\$250

Toole Design Group escalation occurs In July or February.
Additional staff/positions may be added during performance.
Staff may change classifications/position.

Total Team Labor \$285,101
Total Team Direct Expenses \$14,899
Total Team Labor and Direct Expenses \$300,000

EXHIBIT B.2: RATE SCHEDULE

Classification	Fully Loaded Max Rate Rounded (For Classification)
Planning Lead II	\$242
Engineering Lead I	\$216
Senior Planner	\$185
Project Planner	\$158
Engineer II	\$133
GIS Analyst	\$124
Engineer	\$106
Planner	\$105
Graphic Designer	\$102
Administration	\$81

Additional staff/positions may be added during performance

Staff may change classification/position

LBE AND SLBE REQUIREMENTS

Toole Design meets the requirements for the Local Business Contract Equity Program as outlined in the Request for Proposals. A breakdown of the certified Local Business Entities (LBE), showing 70% participation, and Small Local Business Entities (SLBE), showing 30% participation are detailed in the table below. Certification letters for our subconsultants Winter Consulting, WRECO, and David J. Powers & Associates are also included on the following pages

Firm	LBE	SLBE	Total Labor and Direct Expenses	Percentage of Total Contract
Toole Design	✓		\$195,550	65.2%
Winter Consulting	✓	✓	\$29,600	9.9%
WRECO	✓	✓	\$34,230	11.4%
David J. Powers & Associates	✓	✓	\$20,460	6.8%
Mark Thomas			\$20,160	6.7%
TOTAL			\$300,000	100.0%

Total Contract Percentage LBE / SLBE	
% LBE	93.3%
% SLBE	34.8%



September 3, 2019

Ms. Corinne Winter
Winter Consulting Group, LLC
2625 Alcatraz Ave., #291
Berkeley, CA 94705

**RE: Alameda County Transportation Commission Local Business Contract Equity Program
Certification #WIN20190903-03**

Dear Ms. Winter:

CONGRATULATIONS! After careful review of your application, we have determined that your company meets the criteria under the Alameda County Transportation Commission (Alameda CTC) Local Business Contract Equity (LBCE) Program. Your firm is now certified with Alameda CTC and is eligible to meet LBCE Program participation goals subject to the terms and conditions identified below:

Certification Number:	#WIN20190903-03
Certification Category:	<input checked="" type="checkbox"/> Local Business Enterprise <input checked="" type="checkbox"/> Small Local Business Enterprise <input checked="" type="checkbox"/> Very Small Local Business Enterprise
Issue Date:	September 03, 2019
Expiration Date:	September 30, 2021

You must promptly notify Alameda CTC of any change in circumstances affecting your company's ability to meet size, certification status, ownership, or control requirements, or any material change in the information provided in your application form, within the two-year certification period. Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Should you have any questions or require additional information, please feel free to contact the Contract Equity Team at (510) 208-7460 or via email at Certification@AlamedaCTC.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seung Cho".

Seung Cho
Director of Procurement and Information Technology



Commission Chair
Councilmember At-Large
Rebecca Kaplan, City of Oakland

Commission Vice Chair
Supervisor Richard Valle, District 2

AC Transit
Director Elsa Ortiz

Alameda County
Supervisor Scott Haggerty, District 1
Supervisor Wilma Chan, District 3
Supervisor Nate Miley, District 4
Supervisor Keith Carson, District 5

BART
Director Rebecca Saltzman

City of Alameda
Mayor Trish Spencer

City of Albany
Councilmember Peter Maass

City of Berkeley
Councilmember Kriss Worthington

City of Dublin
Mayor David Haubert

City of Emeryville
Vice Mayor John Bauters

City of Fremont
Mayor Lily Mei

City of Hayward
Mayor Barbara Halliday

City of Livermore
Mayor John Marchand

City of Newark
Councilmember Luis Freitas

City of Oakland
Councilmember Dan Kalb

City of Piedmont
Councilmember Bob McBain

City of Pleasanton
Mayor Jerry Thorne

City of San Leandro
Mayor Pauline Cutter

City of Union City
Mayor Carol Dutra-Vernaci

Executive Director
Arthur L. Dao

December 19, 2017

Han-Bin Liang
WRECO
1000 Broadway, Suite 475
Oakland, CA 94607

RE: CERTIFICATION WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION

Dear Mr. Liang:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local and Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification is effective as of **December 19, 2017**, and will expire **December 31, 2019**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seung Cho". The signature is fluid and stylized, with a large, sweeping "S" and a cursive "C".

Seung Cho
Director of Budgets and Administration



Commission Chair
Councilmember At-Large
Rebecca Kaplan, City of Oakland

Commission Vice Chair
Supervisor Richard Valle, District 2

AC Transit
Director Elsa Ortiz

Alameda County
Supervisor Scott Haggerty, District 1
Supervisor Wilma Chan, District 3
Supervisor Nate Miley, District 4
Supervisor Keith Carson, District 5

BART
Director Rebecca Saltzman

City of Alameda
Mayor Trish Spencer

City of Albany
Councilmember Peter Maass

City of Berkeley
Councilmember Kriss Worthington

City of Dublin
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Mayor Lily Mei

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Councilmember Bob McBain

City of Pleasanton
Mayor Jerry Thorne

City of San Leandro
Mayor Pauline Cutter

City of Union City
Mayor Carol Dutra-Vernaci

Executive Director
Arthur L. Dao

December 19, 2017

Akoni Daniels
David J. Powers & Associates, Inc.
1611 Telegraph Avenue, Suite 1002
Oakland, CA 94612

RE: CERTIFICATION WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION

Dear Mr. Daniels:

CONGRATULATIONS! After careful review of your application we have determined that your company meets the criteria for certification as a **Local and Small Local Business Enterprise**. Your firm is now registered with the Commission and will be eligible to meet participation goals.

Your certification is effective as of **December 19, 2017**, and will expire **December 31, 2019**. You must notify the Alameda CTC if changes occur in the location or ownership of your business within the two year certification period. The Alameda CTC reserves the right to request additional information and to conduct an on-site visit for the purpose of verifying information contained in your application during the certification term.

Please feel free to contact the Certification Coordinator should you have any questions or require additional information. She can be reached at (510) 208-7466, or via email at Certification@AlamedaCTC.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seung Cho".

Seung Cho
Director of Budgets and Administration