

1. **Contract Identification.**

Department: Conservation and Development

Subject: Olympic Corridor Trail Connector Study

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Alta Planning + Design, Inc

Capacity: Corporation

Address: 2560 9th Street Suite 212 Berkeley, CA 94710

3. **Term.** The effective date of this Contract is December 1, 2012. It terminates on December 31, 2014 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 185,915.00.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

N/A

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

California Government Code Section 31000

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chair/Designee	By _____ Deputy

CONTRACTOR

Name of business entity:	Name of business entity:
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number 49219

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____
(insert name and title of the officer), personally appeared _____
_____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED
COUNTY COUNSEL

By:  _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Revised 2008

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

☐ a. \$ monthly, or

☐ b. \$ per unit, as defined in the Service Plan, or

☐ c. \$ after completion of all obligations and conditions herein.

☒ d. Other: At the rates, and for the amounts, set forth in Exhibit A attached hereto and incorporated herein by reference.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

Exhibit A Fee Schedule

Alta Planning + Design																	DKS				Harrison			Env. Collab.	Task Hours	Task Budget
Principal/Manager		Project Manager		Senior Designer		Designer		Planner		GIS/Mapping		Transportation Engineer		Assistant Engineer		Principal Engineer		Senior Engineer		Civil Engineer		Civil Engineer				
Task	2012 Hourly Rate	\$185	\$105	\$125	\$95	\$85	\$70							\$240	\$135	\$100	\$155	\$180	\$155	\$100	\$125					
Task A: Project Initiation and Management																										
Task A.1 Project Start-Up Meeting, Project Management (8 month period)	17	40	12	20	8	40																		174	\$20,285	
Task A.2 Data Gathering and Review	12	20			8	8																		50	\$6,065	
Task A.3 Base Map Preparation	2	4	4		8	8																		43	\$4,810	
Task A.4 TAC Formation	2	2			4																			22	\$1,710	
Task A.5 TAC Meeting #1: Project Kickoff (same day as Task A.7)	1	4	4		4																			6	\$490	
Task A.6 Establish Trail Development Goals & Objectives	2	4	4		4																			19	\$2,490	
Task A.7 Initial Site Tour	4	4	4		4																			20	\$2,075	
Task B: Existing Conditions Analysis																										
Task B.1 Site Visit	15	43	18	66	24	72																		14	\$1,925	
Task B.2 Site Reconnaissance	4	8	4	8	8	8																		354	\$39,643	
Task B.3 Inventory of Engineering and Environmental Challenges	4	8	4	8	4	16																		12	\$8,403	
Task B.4 Biological Resources Assessment/Wetland Inventory	2	4	2	8	4	8																		62	\$6,660	
Task B.5 Potential Trail Segments & Connectivity	2	2			8	4																		42	\$4,920	
Task B.6 Existing Conditions Report	2	4	2	8	4	16																		40	\$4,250	
Task B.7 TAC Meeting #2: Existing Conditions	1	8	2	12	4	12																		36	\$3,260	
Task B.8 Stakeholder Committee Formation	1	4	4		4																			49	\$5,195	
Task B.9 Stakeholder Meeting #1: Existing Conditions	1	1	2	2		4																		19	\$2,390	
Task C: Trail Alignment Alternatives																										
Task C.1 Draft Trail Alternatives	10	36	18	44	22	32																		15	\$1,990	
Task C.2 Preliminary Feasibility Analysis	4	8	4	12	8	20																		284	\$33,645	
Task C.3 TAC Meeting #3: Alternatives Review	1	4	2	8	4	8																		17	\$490	
Task C.4 Community Workshop #1: Challenges, Opportunities, Alternatives	1	8	4	8	2	8																		40	\$4,250	
Task C.5 Evaluation of Alternatives	2	8	4	8	8	8																		36	\$3,260	
Task C.6 TAC Meeting #4: Alternatives Evaluation	1	4	2	8	4	4																		49	\$5,195	
Task D: Preferred Trail Alignment Concept Plan																										
Task D.1 Preferred Trail Alignment, Cross Sections and Intersection Treatments	16	62	27	76	34	106																		15	\$1,990	
Task D.2 Engineering Feasibility Analysis	4	16	8	20	8	40																		284	\$33,645	
Task D.3 Phasing and Preliminary Cost Estimate	2	8	2	8	4	12																		17	\$490	
Task D.4 Funding Opportunities	2	4	2	8	4	16																		40	\$4,250	
Task D.5 Maintenance Responsibilities/Cost Estimates	1	2	1	4	4	2																		36	\$3,260	
Task D.6 TAC Meeting #5: Preferred Trail Alignment	2	4	4	8	8	8																		49	\$5,195	
Task D.7 Stakeholder Committee Meeting #2	1	4	4		4	4																		17	\$490	
Task D.8 Community Workshop #2: Preferred Trail Alignment	1	8	4	8	2	8																		40	\$4,250	
Task D.9 Draft Trail Alignment Study	2	12	8	12	8	16																		68	\$7,120	
Task E: Final Trail Alignment Study																										
Task E.1 Presentations (assume up to 5 meetings)	7	18	9	13	4	13																		82	\$9,760	
Task E.2 Final Preferred Trail Alignment Study	5	10	5	5	5	5																		36	\$4,410	
Staff Hours																										
Reimbursable Expenses (Printing, Travel, Traffic Counts)	104	227	121	252	134	316																		46	\$5,330	
Project Total	\$19,240	\$23,835	\$15,125	\$23,940	\$11,390	\$22,120																		1365	\$180,395	
						\$1,200																		52	\$400	
						\$3,520																		400	\$4,000	
						\$3,150																		1365	\$180,395	
						\$6,240																		52	\$400	
						\$9,855																		400	\$4,000	
						\$3,150																		1365	\$180,395	
						\$6,240																		52	\$400	
						\$9,855																		400	\$4,000	
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						\$3,150																		1365	\$180,395	
						\$6,240																		52	\$400	
						\$9,855																		400	\$4,000	
						\$3,150																		1365	\$180,395	
						\$6,240																		52	\$400	
						\$9,855																		400	\$4,000	
						\$3,150																				

SERVICE PLAN

I. Contractor's Obligations:

- A. Olympic Corridor Trail Connector Study Tasks.** Contractor shall provide assistance to the County's Department of Conservation & Development (DCD) with the development of the Olympic Corridor Trail Connector Study for an amount not to exceed \$185,915. Contractor shall perform tasks listed below:

Task A. Project Initiation

A.1 Project Start-Up Meeting and Finalize Scope of Services

Contractor's Key team members shall attend a kick-off meeting with County staff and key partners to:

- Review project objectives
- Establish communication channels and protocols
- Introduce key staff accessible to the Alta Team
- Confirm project area limits and focus
- Collect available data and published materials
- Review and list applicable design standards
- Review internal, Technical Advisory Committee, and stakeholder group working processes
- Discuss the workshop timing, publicity, and format
- Confirm or refine the project Scope of Services

Workshops will be designed to provide beneficial input to the Study and to build a sense of ownership and consensus of support. Contractor shall prepare press releases, presentation materials, and meeting notes; the County and/or partners will arrange meeting space. The specific materials for the workshops will be developed at each project stage to see that the process provides the most beneficial input to the project and builds a sense of ownership and consensus of support among the participants.

The budget for this task also includes time for project management over the anticipated eight-month Study. Project Manager Jennifer Donlon-Wyant, with oversight by Alta Principal Randy Anderson, shall communicate regularly with the County's Project Manager to administer the Project contract, coordinate Alta and subconsultant staff, and prepare and maintain project administration documents and communications. Contractor shall facilitate weekly check-in calls, and regular internal meetings, coordinated wherever possible with meetings or site visits for other project purposes.

Each Project submittal will be reviewed by Randy Anderson and other senior personnel not directly involved with the project to meet Contractor and the County's quality standards.

A.2 Data Gathering and Review

Contractor has already initiated a document library, GIS map, and assembly of other relevant background data from Contra Costa County, Flood Control District, Walnut Creek, Lafayette, and the East Bay Regional Parks District. Contractor shall ensure that its subcontractors ("DKS) AND (HEI) determine civil and traffic engineering data needs. Contractor and Environmental Collaborative ("EC") shall determine and pursue environmental data needs. Contractor shall summarize relevant planning policy documents pertaining to the overall Olympic Blvd. Corridor. A list of collected and desired data will be maintained and any additional data will be requested on a timely basis.

Contractor shall require HEI to request and assemble as-built roadway plans, record drawings, parcel maps, records of survey, parcel and subdivision maps, available utility maps and plans, and assessor's maps. Contractor, together with HEI, augment and

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correct the project GIS base maps to reflect the more detailed information collected.

Contractor shall require DKS to conduct daily AM and PM (including weekend) peak traffic counts at up to six intersections along Olympic Blvd. Contractor shall require DKS to perform peak hour turning movement counts. This work may be subcontracted to traffic counting vendor that is acceptable to County. Contractor may allow DKS to include video-taping to verify counts and make additional observations.

A.3 Base Map Preparation

Contractor shall develop a GIS base map, including the most detailed level maps feasible with the available data, including previously-identified alignment alternatives, topographic contours, hydrology, physical features (roads, structures, fences), digital aerial photography, and property and easement boundaries.

A.4 TAC Formation

Contractor shall support the County and partners in forming a Technical Advisory Committee ("TAC") to steer the Study and provide technical input. The TAC will be comprised of representatives from Contra Costa County (Districts II and IV), East Bay Regional Parks District, City of Lafayette, City of Walnut Creek, and the Contra Costa County Flood Control District. The TAC will meet at key decision points in the Project and will discuss data needs and work products. County will provide meeting logistics and a contact roster; Contractor shall prepare agendas and written summaries of TAC meetings.

A.5 TAC Meeting #1: Project Kickoff

The first TAC meeting will focus on review of relevant background and context and the draft study goals, objectives and criteria. Contractor shall take TAC members on an initial site tour (Task A.7) to identify key conditions and issues in the study area and to establish a shared understanding between the consultants, staff, and TAC members.

A.6 Establish Trail Development Goals & Objectives

Contractor shall work with the County and TAC to develop overall project goals and objectives and design/performance criteria to evaluate alignment alternatives. These will address standards and best practices for accommodating bicyclists and pedestrians and creating a low-stress facility (A path separated from the road way). Contractor shall prepare a vision statement for completed Project.

A.7 Initial Site Tour

Project staff, Contractor staff, and the TAC will travel the identified alignment options to observe conditions, issues and opportunities. The County and/or partners will provide a vehicle(s) if needed. Contractor shall develop a map and background information package for site tour participants. County, City, and EBRPD staff will provide background information on the locations visited during the tour.

Task A Deliverables:

- Final detailed Scope of Services, schedule, and outreach plan
- Comprehensive base map
- TAC Meeting #1/site tour notes
- Draft project goals, objectives, and criteria
- Monthly project schedule, task, and budget progress reports
- Weekly coordination calls or internal meetings with agendas and notes

Task B. Existing Conditions Analysis

B.1 Site Visit

Contractor shall conduct a field inventory of potential alignments, ground-truthing previously-identified alignments, and potentially additional options. Contractor shall compare field notes with maps, aerial photos, StreetView images, and record documents to ensure that the base map accurately reflects existing conditions. Information collected from other sources will be field checked and mapped during this process..

B.2 Site Reconnaissance

Initials: _____

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Contractor, together with HEI, shall: Conduct a field review of the Project and take measurements to characterize slopes, grades, and distances suitable for planning-level mapping of conditions; and prepare cross sections and cost estimates for alternative improvements along the Las Trampas Creek corridor, Olympic Boulevard, Boulevard Way, Newell Avenue, and other potential alignment alternatives. Contractor, together with HEI, shall use input from DKS and EC, to inventory engineering and environmental challenges, including utility conflicts, obstructions, traffic/circulation constraints, lack of available space/Right-Of-Way, and sensitive environmental resources.

B.3 Inventory of Engineering Challenges

Following the completion of site reconnaissance and file review, Contractor, together with HEI, shall prepare an Inventory of Engineering Challenges Report that discusses the anticipated right-of-way impacts, utilities, terrain constraints, and biological constraints that may impact the grading and construction of the proposed trail alignments. Contractor shall summarize its findings in a report and illustrated by an "Opportunities and Challenges" map.

B.4 Biological Resources Assessment/Wetland Inventory

Contractor shall require EC to review existing information on biological resources in the Project study area vicinity, including environmental documentation for projects in and surrounding the study area; records on occurrences of special-status taxa and sensitive natural communities maintained by the California Natural Diversity Data Base; mapping prepared as part of the National Wetlands Inventory; and information on special-status species maintained by the California Native Plant Society, the Audubon Society, the California Department of Fish and Game, the US Fish and Wildlife Service, and National Marine Fisheries Service. Contractor shall require EC to informally consult with representatives of possible jurisdictional agencies, to obtain any Project site-specific information and clarify any concerns related to biological and wetland resources.

Contractor shall require EC to conduct a field reconnaissance survey of possible trail alignments to determine existing vegetation types and wildlife habitats, presence of any sensitive natural communities and potential jurisdictional wetlands, and the suitability to support special-status species. If avoidance of potential jurisdictional wetlands does not appear feasible, Contractor shall require EC to recommend formal wetland delineation.

B.5 Potential Trail Segments & Connectivity

Contractor shall prepare preliminary concepts and alternatives, focused on providing trail corridor connectivity for both commuter/experienced bicyclists, who tend to prefer direct on-street connections, as well as family or inexperienced bicyclists, who prefer off-street routes or alternatives with low traffic speeds and volumes. Contractor shall prepare alignments to seek to minimize impact on adjacent commercial or residential areas or riparian or other environmental resources. Contractor shall prepare alignments to achieve the latest standards and best current practices for separate or shared bicycle and pedestrian facilities, including safe road crossings, separation from traffic, and avoiding out-of-direction travel, while providing an efficient and enjoyable trail experience.

B.6 Existing Conditions Report

Contractor shall prepare an Existing Conditions Report that provides background information for previously-identified trail alignment alternatives and potential additional alignment options. This report shall be well-illustrated with maps and photos describing the relevant background, policies, conditions, issues, and potential fatal flaws in the Project area. This Report shall include detailed GIS analysis and display maps of opportunities and constraints. The Report shall be organized into chapters incorporating the previous work products for this Task B.

B.7 TAC Meeting #2: Existing Conditions

Contractor shall facilitate a second TAC meeting to review the draft Existing Conditions Report and for TAC members to provide feedback on the identified alternative alignments and issues.

B.8 Stakeholder Group Meeting

Contractor, together with the County and partners, shall solicit participants for a Project stakeholder group to advise the Study by identifying issues, providing local perspectives, and assisting with outreach efforts, and commenting on the Draft Existing Condition Report results. Members may include residents, property owners, and businesses within the Project study area, as well as representatives from the East Bay Bicycle Coalition and interested environmental groups. The County will be responsible for providing meeting facilities. Contractor shall prepare agendas and written summaries.

Initials: _____

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At the Existing Conditions phase of the project, the stakeholders group can either formally meet to review and provide input on the existing conditions and identified alternatives, or Contractor may work in informal settings to engage stakeholders online and at in-person meetings. Contractor shall work with the County and partners to determine the best use of this time to engage stakeholders prior to the community workshop.

Task B Deliverables:

- Working Paper #1: Existing Conditions Report
- TAC Meeting #2 notes
- Stakeholder Meeting #1 notes

Task C. Trail Alignment Alternatives

C.1 Draft Trail Alternatives

Contractor shall develop trail alignment alternatives based on a synthesis of previous planning efforts, existing conditions data, and fieldwork. Contractor shall consider options for low-stress facilities and ways of accommodating all mode conditions. Contractor's analysis shall consider previously-identified routes (Olympic Blvd, Boulevard Way, Newell Ave, and the Las Trampas Creek corridor) as well as additional alternatives, including on- or off-street alignments through publicly-owned right-of-way, such as Flood Control or Caltrans right-of-way.

As part of the collaborative effort, the Contractor shall facilitate an early design meeting with staff from the County, cities (Lafayette and Walnut Creek), EBRPD and Flood Control District, and potentially Caltrans, to evaluate the findings, including physical conditions, and traffic data, and to solicit participants' perspectives of the merits and constraints of a variety of alternatives.

C.2 Preliminary Feasibility Analysis

Contractor shall perform an initial analysis of options that considers basic safety, environmental suitability or enhancement, implications for cost and feasibility of implementation, aesthetics, and functionality/connectivity. The analysis shall specifically focus on feasibility issues on all alignment alternatives, identifying any fatal flaws or issues that would lead to high construction costs or a long or uncertain implementation timeframe. As a result of this analysis, Contractor shall identify alternatives to be formally evaluated in Task C.5.

C.3 TAC Meeting #3: Alternatives Review

Contractor shall facilitate a third TAC meeting to review the identified draft trail alternatives and preliminary feasibility analysis. Participants will provide feedback on deliverables. Contractor shall update the deliverables to respond to or reflect those comments.

C.4 Community Workshop #1

Contractor shall facilitate a community workshop to outline the Study process and goals. Contractor shall present the methodology for evaluating alternatives, capturing stakeholder ideas and concerns about the alternatives and evaluation criteria. Depending on the meeting attendance level, Contractor may opt to break the attendees into smaller working groups and have citizens draw alignment options and present their thoughts.

Contractor shall prepare presentation materials, outreach materials, and meeting notes. The County will arrange meeting space.

C.5 Evaluation of Alternatives

Contractor shall further develop and screen alignment alternatives according to the draft evaluation criteria, to identify the relative benefits, costs, achievement of objectives, and adverse effects of each alternative. The draft criteria and specific evaluation format and process will be reviewed by the TAC, stakeholder group, and the public at Workshop #1 prior to Contractor completing the formal evaluation. Examples of likely evaluation criteria include:

- Bikeway and Community Connections: Consideration of alternatives that provide the most direct and convenient access to trails or bikeways, schools, parks, and commercial or employment areas.
- Safety: Based on conformance with state and federal standards, perception of trail user safety takes into account existing field conditions and design of major roadway crossings.

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- Environmental Impacts: Consider environmental impacts and opportunities through re-routing, native species revegetation, and best management practices for trail design.
- Cost: Order of Magnitude Cost estimation of alternatives, especially where crossing improvements, fencing, or other expensive infrastructure improvements are being considered.
- Multiple Users: Accommodate potential users, including both experienced utilitarian cyclists who prioritize direct connections, and inexperienced family cyclists who prefer low-street environments.

Contractor shall prepare a matrix that rates each alignment option or trail segment against the evaluations criteria. Contractor shall review and refine the conceptual improvements for each alignment option or trail segment. This will include the specific factors that are reflected in the ratings for each criterion.

C.6 TAC Meeting #4: Alternatives Evaluation

Contractor shall facilitate a fourth TAC meeting to discuss the draft alternatives evaluation. Contractor shall incorporate feedback from TAC members into a revised working paper.

Task C Deliverables:

- Working Paper #2: Alignment Options
- TAC Meeting #3 notes
- Community Workshop #1 materials
- TAC Meeting #4 notes

Task D. Preferred Trail Alignment Concept Plan

D.1 Preferred Trail Alignment, Cross Sections and Intersection Treatments

From the alternatives evaluation process, Contractor shall identify a preferred trail alignment, and a preferred short-term trail (7) option, as appropriate. Contractor shall develop alignment mapping sufficient detail to show opportunities and constraints, and to clarify the trail design and its relationship to conditions. Contractor shall prepare text, cross-sections, overall illustrative alignment plans, overview maps, and area-specific details as necessary to convey the preferred trail layout, key trail improvement concepts, and connections to key destinations and other bicycle and pedestrian facilities. In addition, Contractor shall develop four design visual simulations in Photoshop or SketchUp to illustrate the trail alignments. Contractor shall conform design elements to established State and Federal standards and guidelines.

Contractor shall require DKS to review the site conditions and available traffic data for all roadways crossing the trail alignment, and provide crossing concepts for treatments of each trail and roadway intersection. Contractor shall require that the concepts be based upon treatments that have been successfully implemented along other completed trail projects, and may include consideration of routing the trail under an existing bridge, construction of a new over or undercrossing, or construction of at-grade crossing enhancements.

Contractor shall require Environmental Collaborative to identify required permits from regulatory agencies for each trail alternative based on engineering options. Contractor shall require EC to summarize environmental issues for each trail segment alignment and likely regulatory requirements and mitigation implications identified.

D.2 Engineering Feasibility Analysis

Contractor shall require DKS to conduct a traffic analysis using Synchro software, to assess the potential impact of trail alignment alternatives at up to six key intersections along the corridor.

For the significant changes to the infrastructure, such as widening of a bridge or unusual trail connection to the street that may entail some conceptual engineering, Contractor shall require DKS to provide static visual simulation, in JPG format for incorporation into the report document or for enlargement and printing for presentation purposes. Contractor shall require DKS to prepare the results of the traffic analysis in a narrative format for inclusion into the overall Study.

D.3 Phasing and Preliminary Cost Estimate

Contractor shall recommend a strategy for phasing the implementation of the Project. Each phase will be selected to target anticipated funding availability and build support for future phases. The plan will be based on input from the County, agency

Initials: _____
 Contractor County Dept.

partners, and the community and will consider accommodating pedestrians and both experienced and inexperienced bicyclists in short and long term solutions. Contractor shall prepare a phasing map to illustrate the recommended alignment and trailhead location, along with notes or colors identifying the recommended sequence of implementation.

Contrator, together with DKS, and HEI shall provide a detailed cost estimate for each phase, separated between land cost (if any), planning, environmental documentation, design and engineering, construction, and environmental mitigation costs (if any). These cost estimates shall be based on the latest unit costs experienced by the local County and City Public Works and Parks and Recreation Departments along with the most recent figures from comparable communities in Northern California.

D.4 Funding Opportunities

Contractor shall identify potential funding sources and associated funding application criteria and standards. Contractor shall compare costs of the phased improvements with funding needs, so that long term programming for local matching funds can be accomplished. Identification of funding opportunities shall begin early in the Project process. Contractor shall collaborate with TAC members to match potential funding sources with Project phases and trail elements.

D.5 Maintenance Responsibilities/Cost Estimates

Contractor shall outline maintenance and management tasks and responsibilities (including insurance requirements) for management and maintenance of the trail, and the associated costs, to be allocated among the County, Cities of Lafayette and Walnut Creek, EBRPD, Flood Control District, and other potential partners.

D.6 TAC meeting #5: Preferred Trail Alignment

Contractor shall facilitate a TAC meeting to present the draft preferred trail alignment report. Contractor shall prepare meeting notes and revise the draft for public presentation in response to one consolidated set of comments and direction from County staff.

D.7 Stakeholder Group Meeting #2

Contractor shall solicit input from stakeholders on the draft preferred trail alignment report, either through a formal meeting or by informally engaging with stakeholder groups. Contractor shall work with the County and project partners to determine the best use of this time to engage stakeholders prior to the community workshop.

D.8 Community Workshop #2: Preferred Trail Alignment

Contractor shall outreach to entities and persons, as well as other entities and partners, on the public contact list generated through Workshop #1 and will develop updated outreach materials. Contractor shall notify the county where materials will be posted in advance of the workshop. The County will arrange meeting space; Alta shall prepare a workshop agenda and a Powerpoint presentation.

County staff and Contractor will present the array of trail options developed and evaluated and the criteria and process used to select and develop the preferred alignment. The preferred alignment will be described in concept drawings of design elements, maps, and site plans that Contractor shall prepare. The meeting shall include breakout groups and a facilitated comment period similar to Workshop #1, to actively involve participants in reviewing the alternatives.

D.9 Draft Trail Alignment Study

Contractor shall prepare a preliminary Olympic Corridor Trail Connector Study that incorporates previous Project deliverables and alignment and design recommendations. Based on feedback from the TAC, stakeholders, and Public Workshop, and direction from County, Contractor shall develop a clear, concise report with high-quality map graphics and supporting text, matrices, cross sections, and diagrams, to convey the complete trail concept and detailed elements. This report will be the Draft Final Trail Alignment Study Report

Task D Deliverables:

- Working Paper # 3: Preferred Trail Alignment
- TAC Meeting #5 notes
- Stakeholder Committee Meeting #2 notes
- Community Workshop #2 materials
- Draft Trail Alignment Study

Initials: _____

Contractor

County Dept.

Task E. Final Trail Alignment Study

E.1 Presentations

Contractor shall present the draft final Trail Alignment Study Report to community groups/commissions, City Councils, and County's Board of Supervisors for review and approval of a preferred trail route plan and Study report.

Contractor shall attend and present at a total of five (5) meetings for this purpose. Contractor shall track comments on the draft Study. If the Study requires revisions before, it will be approved by TAC, then any revisions shall be under an amendment to this contract and finalize in Task E.2, based on collective comments.

Contractor shall update the website, send emails to the contact list, and arrange for posting of printed notices of the hearings for interested parties and stakeholders.

E.2 Final Preferred Trail Alignment Study

Based on the collective comments from the review bodies, TAC, Stakeholder Committee Meeting #2, and consolidated, internally-consistent set of directions from City staff, Contractor shall prepare the final version of the Trail Connector Study. Contractor shall provide this study to County.

Task E Deliverables:

- Presentations
- Final Preferred Trail Alignment Study (anticipated elements):
 - Introduction: Study goals, objectives, process and results summary
 - Existing Conditions, Challenges and Opportunities
 - Identification and Evaluation of Preliminary Alternatives
 - Preferred Alternatives – Short-Term and Long-Term (detailed conceptual plans, cross-sections, details)
 - Project Phasing and Costs
 - Funding Sources and Strategy
 - Maintenance and Operation, with tasks, responsibilities, and costs

The final products will be provided as a consolidated pdf report master, as organized ArcGIS shapefiles, and as native Word, Excel, or other digital file formats as applicable.

B. Procedure for Providing Services. The following shall apply to all tasks listed in Section I.A..

1. Deliverables and Invoicing. Contractor shall provide DCD's Director, or designee, each report or other deliverable that is specified in the Project Proposal, as approved by County. All deliverables shall be in the format specified in the attached "Consultants/Contract Data Requirements." Contractor shall submit invoices for services provided under this Contract, as required by the Payment Provisions of this Contract. Each invoice shall itemize, by program area and task, the number of hours of work performed, and all related charges, for that invoice period. Project Proposals that have been approved by the DCD Director, or designee, will be maintained on file in the office of the department of Conservation and Development, 30 Muir Road, Martinez, California.
2. Contractor shall Prepare reports and documents in a manner consistent with the "Consultants/Contract Data Requirements", which are attached and incorporated herein by reference, unless otherwise authorized in writing by the DCD Director or Designee.

II. County's Obligations:

Subject to the payment limit of \$185,915 County will pay Contractor for services rendered under the contract on a time and materials basis pursuant to the Payment Provisions of this Contract.

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SPECIAL CONDITIONS

1. **Indemnification.** Paragraph 18 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

18. Indemnification. Contractor shall defend, indemnify, save, protect and hold harmless County, its governing body, officers, employees, representatives and agents ("Indemnitees") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively "Liability") arising directly or indirectly from, or connected with the services provided hereunder, caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any person under its direction or control and will make good to and reimburse Indemnitees for any expenditures, including reasonable attorney's fees, the Indemnitees may make by reason of such matters and, if requested by any of the Indemnitees, will defend them in any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor will only be required to indemnify Indemnitees for the proportion of Liability determined to be attributable to the negligence or willful misconduct of the Contractor, its officers, employees, agents, contractors, subcontractors or any person under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.

Initials:

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GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

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GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. Termination and Cancellation.

a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality**. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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