

ATTACHMENT A: AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Fehr & Peers with an address at 600 Wilshire Boulevard, Suite 1050, Los Angeles, CA 90017 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Mark Friedlander at phone number (805) 568-3576 is the representative of County and will administer this Agreement for and on behalf of County. Sarah Brandenburg at phone number (213) 261-3075 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Mark Friedlander
County of Santa Barbara
123 East Anapamu Street
Santa Barbara, CA 93101
(805) 568-3576
mkfriedlander@cosbpw.net

To Contractor: Sarah Brandenburg
Fehr & Peers
600 Wilshire Boulevard, Suite 1050
Los Angeles, CA 90017
(213) 261-3075
s.brandenberg@fehrandpeers.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. PERFORMANCE PERIOD

- A. Contractor shall commence performance on January 12, 2021 and end performance upon completion, but no later than December 31, 2023 unless otherwise directed by County or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to Contractor.

5. COMPENSATION OF CONTRACTOR

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be

made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Clause 2 "NOTICES" above following completion of the increments identified on Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a manner consistent with the standards normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other

intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement. However, notwithstanding anything to the contrary in this Agreement, Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Contractor prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that Contractor may employ in the performance of this Agreement, or may incorporate into any part of the Copyrightable Works and Inventions. Contractor grants County an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Copyrightable Works and Inventions. Third-party content that may be used or incorporated in the Copyrightable Works and Inventions shall not become the property of County. Contractor shall secure all licenses necessary for County to utilize Contractor's services and the Copyrightable Works and Inventions for their intended purposes.

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in Exhibit C attached hereto and

incorporated herein by reference.

16. NONDISCRIMINATION

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
- 1) **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 - 2) **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
 - 3) **For Cause**. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in Exhibit B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated,

which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. SUBCONTRACTORS

Contractor is authorized to subcontract with subcontractors identified in the Contractor's Proposal. Contractor shall be fully responsible for all services performed by its subcontractor. Contractor shall secure from its subcontractor all rights for County in this Agreement, including audit rights.

34. HANDLING OF PROPRIETARY INFORMATION

Contractor understands and agrees that certain materials which may be provided by County may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of Contractor working on the project who have a need to use the material.
- B. Upon conclusion of Contractor's work, Contractor shall return all copies of the material direct to party providing such material. Contractor shall contact County to obtain the name of the specific party authorized to receive the material.

35. IMMATERIAL CHANGES

Contractor and County agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total Agreement amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee, in writing, and will not constitute an amendment to the Agreement.

36. NEWS RELEASES/INTERVIEWS

Contractor agrees for itself, its agents, employees, and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the County Agency Contact Person. Contractor further agrees that all media requests for communication will be referred to County's responsible personnel.

CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

CONTRACTOR:

Sarah Brandenburg
Fehr & Peers
600 Wilshire Blvd, Suite 1050
Los Angeles, CA 91007

PW Contractor Registration Number: 1000011330
Business Type: Corporation
s.brandenberg@fehrandpeers.com
213-261-3075

By:  _____
Authorized Representative

Date: November 24, 2020

COUNTY SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

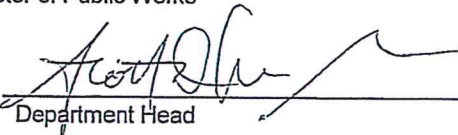
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Scott D. McGolpin
Director of Public Works

By: 
Department Head

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

By: Ray Aromatorio
Ray Aromatorio (Dec 17, 2020 12:07 EST)
Deputy

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: Juan Izquierdo
Juan Izquierdo (Dec 17, 2020 15:12 PST)
Deputy

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

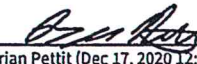
By: 
Brian Pettit (Dec 17, 2020 12:54 PST)
Deputy County Counsel

Exhibit A – Statement of Work



STATEMENT OF WORK

The Fehr & Peers team will deliver an Active Transportation Plan consistent with the scope of work and deliverables outlined in the RFP. We have not repeated the RFP scope of work here. The following work plan provides original language with detail on how our team proposes to carry out each of these tasks.

TASK 1 PROJECT INITIATION & COORDINATION

TASK 1.1 PROJECT MANAGEMENT

Fehr & Peers will set up recurring conference calls for the duration of the project using a web application that supports screen sharing. Early on, these meetings may be used for focused discussions on urgent topics such as data needs, goals and objectives, the composition of the Community Advisory Group(s) (CAG), upcoming outreach, etc. Other calls may be used simply for updates on progress. The calls will be bi-weekly for majority of the project schedule through the delivery of the administrative draft ATP (8.1). After that, we have assumed that coordination calls can be monthly, with additional communication on an as-needed basis. We will provide agendas in advance of each meeting and share meeting notes with participants immediately following each meeting.

TASK 1.2 PROJECT KICK-OFF MEETING WITH CALTRANS

Fehr & Peers will present an agenda and draft project management plan (PMP) at the kickoff meeting that will include contact information for all team members, a prioritized list of data needs, a sample invoice and progress report, the contract scope and schedule, and a detailed 3-month “look ahead.” The PMP will be revised and updated throughout the process as needed. In addition to receiving initial feedback on the contents of the project management plan, our other goals for the kickoff meeting will be to:

- establish communication protocols
- set the day and time for the recurring check-ins described in Task 1.1

- initial discussion of goals and objectives
- potential scenarios for the overall design and scheduling of the outreach program

TASK 1 DELIVERABLES

- Agendas and meeting notes for recurring calls
- Draft and revised Project Management Plans and Kickoff Meeting minutes

TASK 2 PUBLIC OUTREACH

TASK 2.1 PROJECT WEBPAGE AND INTERACTIVE MAP

A project webpage will be created for the Santa Barbara County Active Transportation Plan. The project webpage will include core project information regarding the plan, updates on upcoming meetings, status of the project, and draft materials. The project survey (2.5) will be housed on the Social Pinpoint platform provided by the OneClimate project. The project webpage will serve as an opportunity for continuous engagement from the public and a tool for obtaining feedback outside of community meetings. All webpage materials will be translated into English and Spanish. Ensuring access via both languages is an integral part of bringing multiple partners to the table. Mixtec language support will be provided via **Task 2.3**. Project webpage design will be done in a color scheme that is accessible to people with visual disabilities, such as color blindness and project materials will be readable by accessibility programs to accommodate people with blindness and low vision. Customized community engagement tools will be designed in collaboration with the County and maintained on the web platform.

TASK 2.2 COMMUNITY ADVISORY GROUP(S) (CAG) MEETINGS

Fehr & Peers will work with the County to identify critical stakeholders and community members/organizations that have historically been under-represented in the planning process as well as people who represent underserved communities from a cross section of the County. The team will focus on seeking broad representation from communities identified as very high and high need, with a focus on transit-dependent users of active transportation.

Fehr & Peers and Here LA will collaborate on the planning and facilitation of the CAG meetings. In our extensive work together, Here LA has regularly demonstrated their skill in crafting conversations with a wide range of stakeholders and are focused on having these conversations creatively. The style of each CAG meeting will vary depending on desired outcomes. For example, early on when focusing on identifying data sources and big picture project goals, we could host an interactive activity. If the CAG is to be held virtually, we can bring this creative engagement online, by using break-out rooms and interactive games to get people talking and interested. Later when we are focused on selecting, prioritizing, or fine-tuning recommendations, we could have the CAG work in smaller groups to delve more deeply into defined topics. For each session, we will produce high-quality visuals, maps, graphics, and aids to make the conversation fruitful and fun. Our materials will be friendly for audiences less familiar with planning topics, with a clear and simple visual communication style. While we will fine-tune the topics for each session, the goal of the CAG sessions may include:

- Session 1:** Introduce the project to the community and help people understand the role of the CAG, the goals of the project, and key definitions relating to Active Transportation. This session could take the form of a Learning Lab.
- Session 2:** Design the session around a fun visioning game and activity where CAG members set the goals and targets for the Plan.
- Session 3:** An in-depth, map-based session where CAG members identify opportunities for improved access, along with impediments

(whether physical, environmental, social, economic, or other) to access.

- Session 4:** Interactive review of recommended network and strategies, along with preliminary prioritization, using large-format prompts.
- Session 5:** Celebration of the draft plan, next steps, and identification of plan champions.

The sessions described above are intended to provide an example of how this series of meetings could be designed. Our team is open to other engagement strategies and looks forward to working with the County. For example, a geographically oriented rotation of four sessions could also be designed with a combined celebration/wrap up in Session 5.

TASK 2.3 COMMUNITY OPEN HOUSE/VIRTUAL TOWN HALL MEETINGS

Community Open Houses/Virtual Townhall Meetings will be organized by geography. Including all communities in the engagement process is crucial to developing a plan that is representative of the County. Our engagement approach focuses on five regions:

- Santa Maria Valley/Orcutt, Garey, Sisquoc
- Cuyama
- Los Alamos, Los Olivos, Santa Ynez
- Las Cruces, Gaviota, Capitan & northern coastal areas
- Eastern Goleta Valley, Montecito, Summerland & southern coastal areas

Each region will have an introductory community meeting that introduces the project, existing conditions, and request initial feedback from the public to “ground truth” the initial data assessment. These meetings will be an opportunity to learn if any corridors, areas, or communities are missing from the existing assessment. Feedback gathered at these meetings will be incorporated into the data analysis after discussion with the client. The Community Survey (2.5) will launch at the first meeting. The second phase of community meetings will focus on public review of the proposed Programs of Projects. Dependent upon public health guidelines, all meetings will be flexible to be held in-person or virtually. Community Partners like Mixteco Indigenous Community

Organizing Project (MICOP), can help promote meetings in the Santa Maria Valley region, where they specialize in serving and supporting the indigenous communities in the area.

Accessibility and equity will be a core component of all community meetings. Interpretation services will be available in Spanish and Mixtec when serving the indigenous Oaxacan population. Meetings will include visually accessible engagement materials and opportunity to call-in if internet access is limited. As vulnerable communities continue to be the most affected during COVID-19, it's vital that engagement approaches standardize accessibility and equity. Our team commits to instituting accessibility and equity into our community engagement process.

TASK 2.4 TARGETED OUTREACH

Here LA will assist the team's targeted outreach, by overseeing up to three creative outreach events or campaigns. Examples could include multilingual, arts-based installations that catch passers-by, a guerilla marketing effort, community photo project, story recording and storytelling project, an augmented reality tour of suggested improvements, or an educational blitz. Here LA has demonstrated their expertise for transforming outreach initiatives into creative and fun interactions, establishing an element of excitement. Here LA applies arts-based techniques to help communicate planning topics and facilitate community feedback for people of all ages. Our team will craft engagements that are fun, despite limitations associated with social distancing. The main goals will be to:

- Generate quantifiable feedback that directly informs the direction of the plan
- Facilitate meaningful, clear, and constructive conversations with those impacted directly
- Foster a positive atmosphere and open communication surrounding the project
- Include key populations into the formation of the plan, for example transit dependent populations, youth, the elderly, or from target neighborhoods

While the exact format and design of each engagement will be determined in collaboration with the County, three ideas are included below, for illustration purposes:

•**Stage 1: Early, Goal and Vision Setting.**

We have found at early stages in the planning process, it is critical to keep the engagement message or question simple to help set the project's overarching vision and goals. Here LA could distill the most important visioning question into an artistic 'question and answer' game. The question would be posed in large format, on vacant storefronts, or on fences where passers-by can see them. The graphics would drive people to the project website to take a survey that has an incentive for participation.

•**Stage 2: Raising Awareness.** An arts-based engagement could happen after initial data gathering and compilation. Here LA could craft a place-based community art project where stakeholders would send in an inspirational photo or quote relating to walking and biking in their neighborhood, street safety or street life. Our team would then transform these into sketches or drawings which could then be stenciled on select streets, with a project hashtag and probing project-related question. At this stage of the project, we could also prepare a temporary pedestrian signage program along key corridors, near key destinations, at important transit stops, or at collision hotspot locations, which includes project branding, educational stats, and information about the benefits of walking or bike safety rules, along with the project website.

•**Stage 3: Vetting and Prioritizing**

Recommendations. Here LA can craft a self-guided walking tour that community members would follow on their smartphones, with stops along the way to provide informational content, interactive questions, voting, and even augmented reality depictions of proposed solutions. We would be sure to prepare an analogue counterpart, to make it easy to participate for people without smartphones, for example via a postcard with map and hard copy survey, or temporary signs along the route, with a text-to-respond option.

TASK 2.5 COMMUNITY SURVEY

A countywide community survey will be developed to understand the needs and priorities for current bicyclists and pedestrians and barriers for those who do not currently use active transportation. The survey will provide insight into where people are biking and walking, where gaps exist in the current

active transportation system, and any concerns or suggestions for the existing networks.

The survey will be developed using Social Pinpoint and will launch at the first Community Open Houses/Virtual Townhall Meeting (2.3). Keeping the survey or other engagement options open throughout the project will support the creation of a continuous feedback loop with the public and project team so that the community isn't limited to giving feedback at public meetings. Given the constraints of virtual and in-person meetings due to COVID-19, providing a continuous feedback mechanism for the public will help gather more community perspectives. The survey will be available in English and Spanish. Survey respondents will be entered into a raffle to win a \$100 gift card (to be donated by the project team).

TASK 2.6 PUBLIC RELATIONS

Project Branding

Fehr & Peers' visual communications team has developed this proposal using Visual Identity Guidelines developed for the OneClimate project. Our teaming partner, Here LA, led the City of Santa Barbara Bicycle Master Plan and excels at developing original and creative approaches to branding each project they work on. Here LA will prepare a project brand and templates for the team to use that still follow OneClimate branding guidelines. Collateral templates will include: a presentation board; presentation slide; flyer; and social media post(s). We will also prepare two informational sheets or collateral in both English and Spanish. Here LA will focus on establishing an attractive and eye-catching brand, inspired by the identity of the local communities, findings from the initial data compilation, and/or discussions with key stakeholders. We will present up to three brand options for selection, and then develop the collateral and templates based on the chosen brand.

Messaging

Fehr & Peers will work with Here LA, the County, the CAG and directly with key stakeholders and partners to develop targeted messaging that will feel relevant and appropriate for each of the diverse communities we intend to serve with this plan.

TASK 2 DELIVERABLES

- Project Webpage and Interactive Map
- Community Advisory Group Meeting Summaries
- Visual Aids, Community Open House/Virtual Town Hall Summaries
- Targeted Outreach Summaries
- Survey and Results
- Marketing and Branding Materials and Social Media Presence

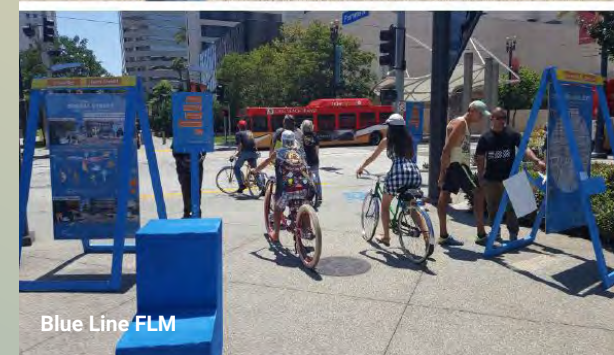
TASK 3 EXISTING CONDITIONS ANALYSIS

TASK 3.1 STATE, REGIONAL, AND LOCAL AGENCY PLAN/POLICY REVIEW

The Fehr & Peers team is already familiar with national and state best practices in active transportation planning and complete streets design and we will incorporate appropriate best practices into the ATP. In addition to the documents listed in the RFP, we will review and present relevant findings from documents such as the Master Circulation Plan, the Goleta Bicycle and Pedestrian Master Plan, and the Lompoc Streetscape Multimodal Improvement Plan to address appropriate connectivity between these jurisdictions and the County's active transportation network.

TASK 3.2 EXISTING AND PLANNED INFRASTRUCTURE/FACILITIES INVENTORY AND MAPPING

Fehr & Peers will review available georeferenced data provided by the County (Geocortex Database) and other agencies. We will then identify gaps in the data (if any) and recommend the best options to fill data needs. Options may include targeted data creation, field data collection (3.3), or alternative/proxy data sources that can satisfy the needs of a Countywide Active Transportation Plan.





Vision Zero DICE



TASK 3.3 AREA-SPECIFIC FIELD INVESTIGATIONS

Targeted field investigations will be scheduled based on initial feedback from public outreach (2) and our analysis of existing conditions (3). We have allocated budget for all team members to participate in the area-specific field investigations. We will also schedule these activities in collaboration with County staff and other stakeholders to encourage additional opportunities for collaboration and input. The mode of transport used for field investigations (walk, bike, windshield, drive + park) will vary based on the context and needs of each area and corridor.

Our team believes strongly that good planning cannot be done without spending a lot of time in the field. We anticipate using individual task budgets to conduct additional fieldwork as needed throughout the project, particularly during the development of recommendations (6). We also consider every in-person outreach activity as an opportunity to conduct additional fieldwork before and after each event.

TASK 3.4 COUNTYWIDE ORIGINS AND DESTINATIONS ANALYSIS AND MAPPING

Fehr & Peers will use a variety of both proprietary and publicly available datasets to better understand existing and potential future (latent) demand for bicycling and walking. We intend to collect or purchase most of this data early in the process so that it can be used to inform as many tasks as possible. The tools and data sources described below will be used for both the Existing Conditions (3) and the User Needs Assessment (4).

ACS - Journey to Work

The U.S. Census Bureau’s American Community Survey (ACS) commuter or “journey to work” data can provide a good sense of the levels of commuting by bicycle or on foot. We will map this data to better understand countywide trends.

Active Transportation Suitability

Fehr & Peers has developed a data layer for the entire United States that uses various socioeconomic data to estimate the suitability for local populations to use active transportation if adequate infrastructure was provided. This will be one of the various custom tools and data sources we will use to better understand current trends.

A suitability map can be found at [this link](#) and will be refined as additional local data is acquired.

Summary of Multi-Modal Data Sources and Analysis Tools

Data Source	Modes	Trip Types	Cost	Use and Limitations
ACS - Journey to Work	Bike, Ped	Commute	Free	Existing bike commute mode share.
Active Transportation Propensity	Bike, Ped generalized	All	Free	Estimates existing and latent demand for bicycling and walking.
All Transit	Transit	Commute	Free	Existing transit use and potential future demand
LEHD / LODES	All undifferentiated	Commute	Free	Provides origins and destinations for all workers. May not accurately represent farmworker travel.
Ridership Data	Transit Bus, Rail	All	Free	Data may be reported differently by different operators.
Strava Heatmap	Bike, Jog	Recreation/Fitness	Free	Highlights major recreational corridors. Limited utility for mode shift planning.
Streetlight	All	All	\$18,500	Can be used to estimate existing and latent/potential future demand.
Traffic Counts	Bike, Ped	All	Free	Reflects real existing demand. Limited coverage, if available.

AllTransit

Transit use has been considered a form of active transportation by some and is always a good proxy for pedestrian activity because a large proportion of transit users access stops on foot. We will generate and analyze the AllTransit raw data and fact sheets for each of the Census Designated Places in the county. Performance Scores for CDPs in Santa Barbara County range from 5.5 in Isla Vista to zero in Santa Ynez, Los Olivos and Cuyama.

Sample Areas	AllTransit™ Performance Score
Isla Vista	5.5
Summerland	4.3
Orcutt	2.9
Santa Ynez	0

LEHD / LODES

The Longitudinal Employer-Household Dynamics (LEHD) and the LEHD Origin and Destination Employment Statistics (LODES) data will be used to understand commute specific travel patterns for residents of unincorporated areas. While this data is free and easy to use, it does have limitations. For example, farmworkers' employment addresses will typically be listed as the business office of the farm owner rather than the fields they commute to on a daily basis. LEHD data shows that 6.6% of the employed residents of unincorporated Los Olivos work there too. Since the other common work destinations are beyond bicycling distance, it could be assumed that the absolute ceiling for bike commute mode share would be 6.6%.

Strava Global Heatmap

Due to budget limitations, we do not propose purchasing access to Strava's detailed origin and destination data sets. Instead, the recreational routing preferences identified during the public outreach process (2) will be cross checked against publicly available Strava Global Heatmap data to ensure we are not missing any critical recreational connections.

Streetlight (short trips)

We propose using a targeted origin and destination dataset from Streetlight that will identify all trips of a length (3 miles or less) that

could reasonably be made by walking or bicycling. An advantage of this dataset is that all trip types and broad cross section of travelers are captured. The cost for this data is shown as a direct cost under **Task 3.4** in the budget table.

Traffic Counts (existing)

Traffic counts are the only accurate reflection of real demand under current conditions. Due to budget limitations and abnormal travel patterns associated with COVID-19 restrictions on schools and businesses, we do not propose collecting fresh bicycle and pedestrian counts as part of this project but will request any existing traffic counts.

TASK 3.5 EXISTING INTERMODAL CONNECTIONS INVENTORY AND MAPPING

Fehr & Peers will map and analyze connectivity around major transit stations that are either in or adjacent to unincorporated areas. Accessibility to bus stops will be analyzed using the BetterBusBuffers methodology which combines typical network analysis with General Transit Feed Specification (GTFS) data on frequency. Based on stop level ridership data or agency input, we will inventory stop accessibility and support infrastructure at the 10 highest ridership (or otherwise most critical) bus stops.

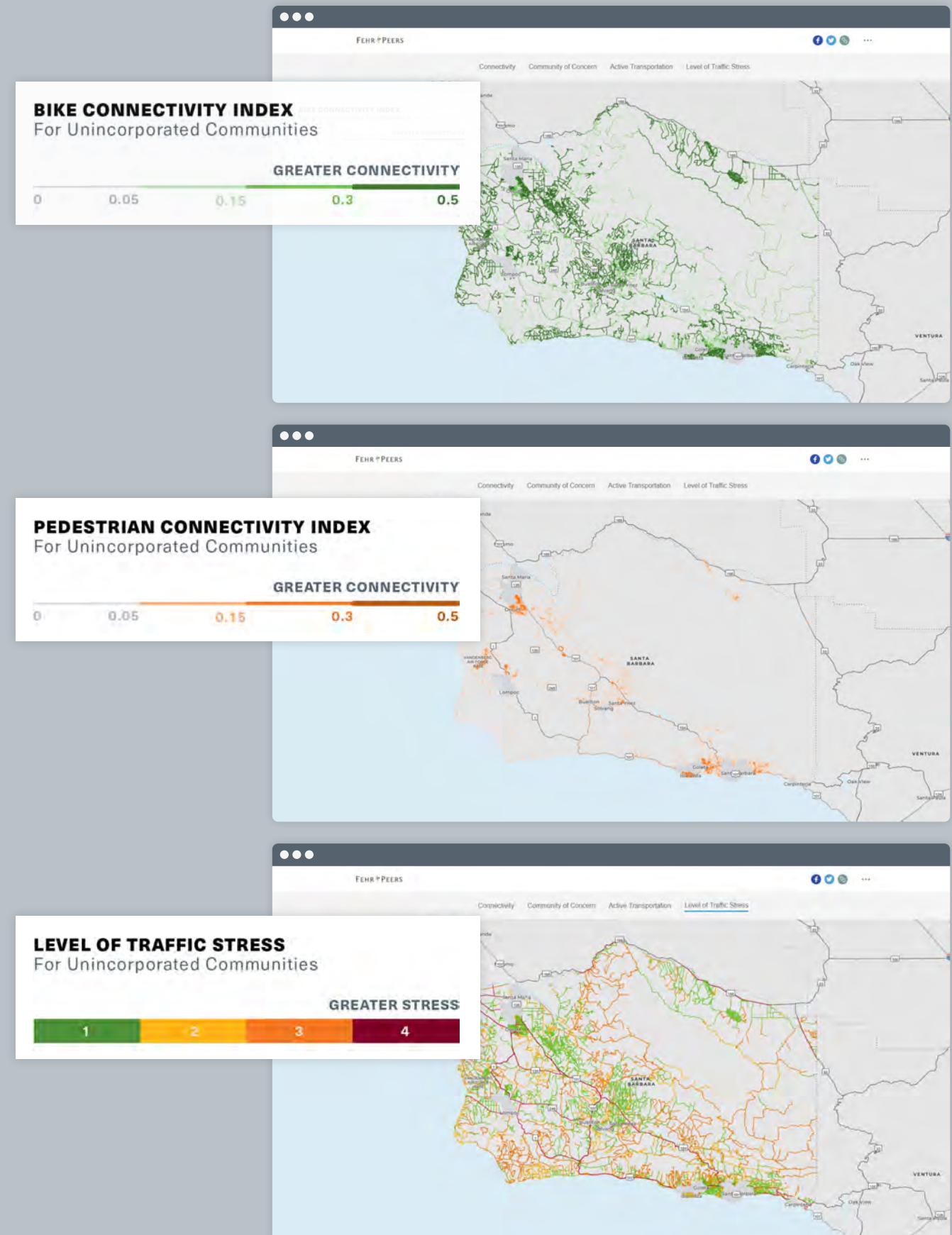
TASK 3.6 COLLISION AND SAFETY ANALYSIS AND MAPPING

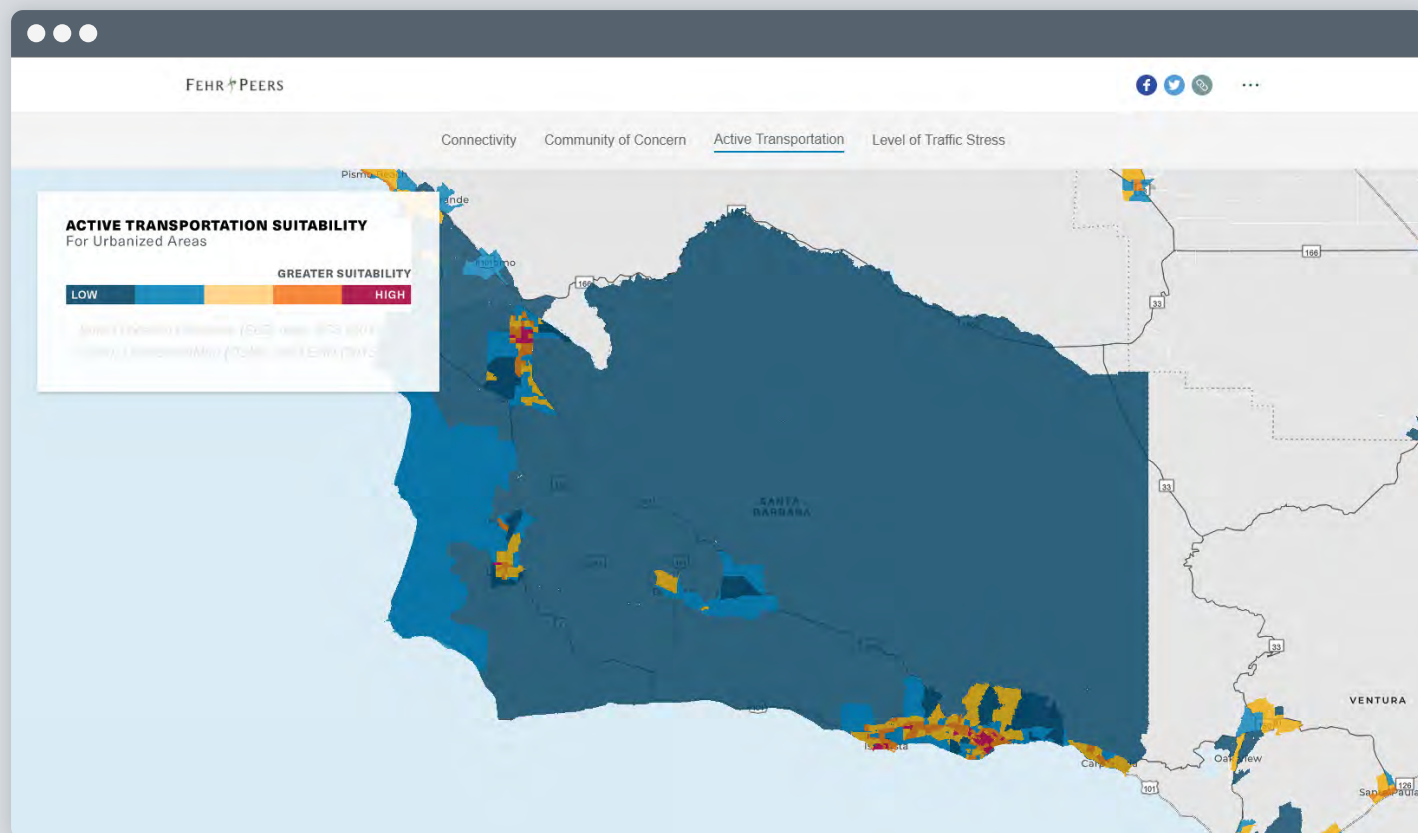
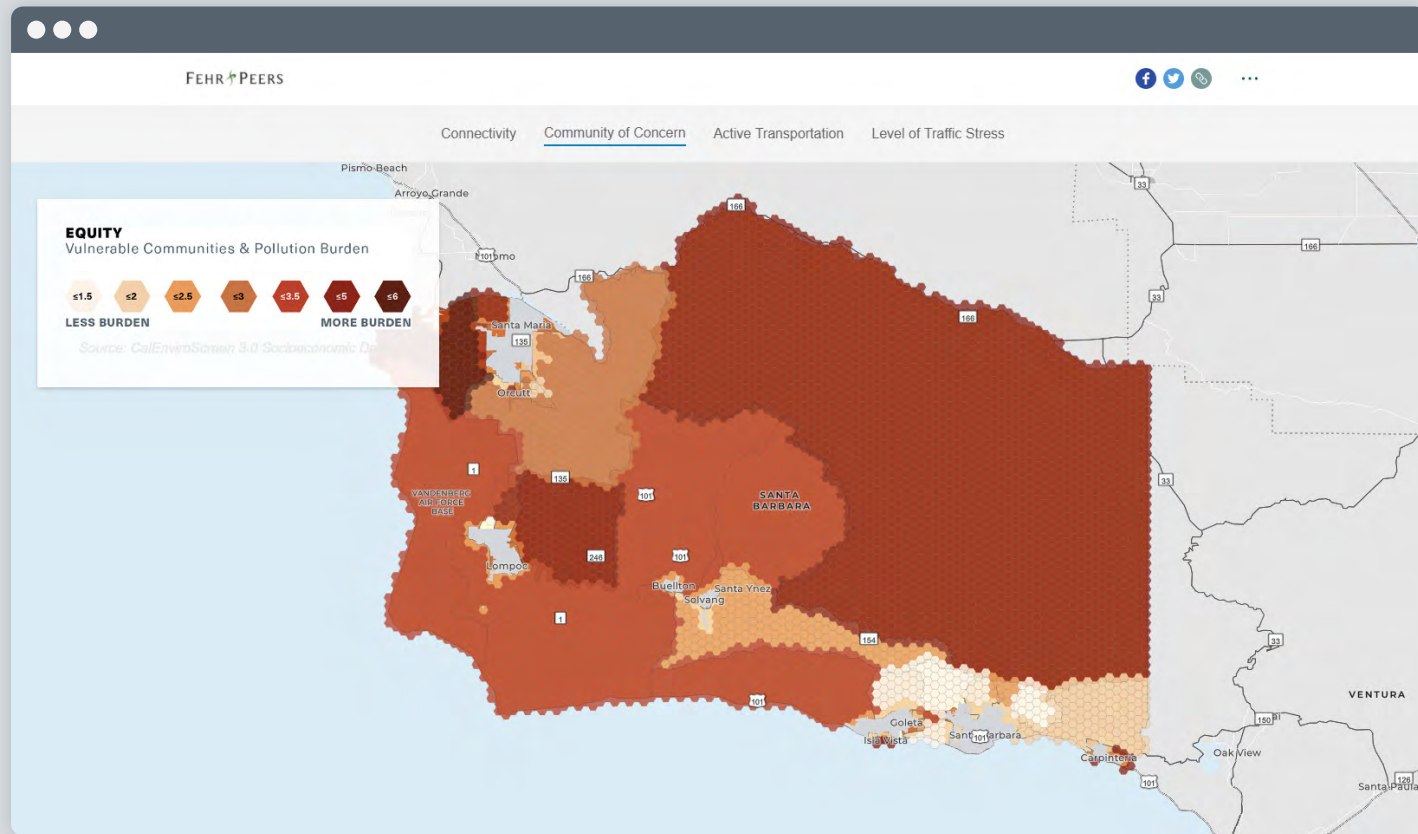
Fehr & Peers will prepare a dynamic web-based collision data dashboard using the most recent five years of data from the Statewide Integrated Traffic Records System (SWITRS) via the Transportation Injury Mapping System (TIMS). The data dashboard will be a useful tool for the consultant team, County staff, and stakeholders (as deemed appropriate) to explore collision data at various geographic levels quickly and easily. This data will be used to identify collision hotspots (4.2) and countermeasures to be developed into larger projects in **Task 6**.

TASK 3 DELIVERABLES

- GIS maps and data layers for all subtasks
- State, Regional, Local Plan/Policy Review
- Field inventory
- Existing Conditions Technical Memorandum
- Expanded Existing Conditions Story Map

[LINK TO STORY MAP](#)





TASK 4 USER NEEDS ASSESSMENT

TASK 4.1 EXISTING AND FUTURE BICYCLE AND WALKING DEMANDS

We will estimate existing and future active transportation demand using select data sources described in the table “Summary of Multi-Modal Data Sources and Analysis Tools” (3.4). The existing and future demand estimates will be developed in a way that allows them to be used at the community level and at the project level for Caltrans ATP grant applications.

TASK 4.2 SAFETY NEEDS ANALYSIS

Data collected and analyzed in Task 3.6 will be used to identify the top collision locations.

TASK 4.3 USER NEEDS ASSESSMENT REPORT

The demand analysis (4.1) and top collision locations (4.2) will then be overlaid with other data (3) and public input (2) to provide a comprehensive assessment of where infrastructure improvements are most needed. Once complete, this User Needs Assessment Report will be used to roll up all identified needs into a series of focus areas that will include targeted complete streets corridors and spot improvement areas to be developed into projects in Task 6. These high need corridors and improvement areas will be added to our web based [Story Map](#) for reference and review by the project team, County staff and stakeholders.

TASK 4 DELIVERABLES

- GIS maps and data layers
- User Needs Assessment Report Memo
- Update Story Map with High Need Corridors and Improvement Areas

TASK 5 POLICY FRAMEWORK AND BEST PRACTICES

TASK 5.1 GOALS, OBJECTIVES, POLICIES, AND PERFORMANCE MEASURES

Goals and objectives will be established through discussions between the consultant team and County staff and based on input received from the CAG (Session 1) and other stakeholder input. Once the County is satisfied that the goals and objectives have been finalized, the project team will begin matching them with existing and recommended future policies to ensure that the goals and objectives are achieved.

Fehr & Peers will work with the County to ensure that goals and objectives are clear and measurable. We will then identify the specific performance metrics, data sources, and any necessary calculations or formula required to track progress.

AVOID PARALYSIS BY ANALYSIS

Many goals and objectives set by public agencies are intentionally “squishy” or unmeasurable. Another problem arises with expansive lists of detailed metrics to track progress. This leads to “paralysis by analysis” where the effort and cost of tracking progress becomes an obstacle to making progress. Fehr & Peers has helped various clients including SANDAG and LADOT find efficient ways to measure progress against ambitious goals and objectives.

TASK 5.2 BEST PRACTICES – ATP TOOLBOX

In the last decade we have seen significant advances in active transportation design guidance including the emergence of the National Association of City Transportation Officials (NACTO) and the introduction of new bikeway classifications and design treatments into more traditional design standards and manuals such as the California Highway Design Manual and

the California Manual on Uniform Traffic Control Devices. While the global ATP toolbox has grown exponentially, it is important to make sure that the treatments included are relevant and appropriate to the physical infrastructure, topography, land use patterns and demand levels. Fehr & Peers and Mark Thomas regularly work together to design and prepare construction documents for bicycle and pedestrian infrastructure. We are intimately familiar with all of the design guidance and will work together to develop a focused toolkit that identifies appropriate treatments and describes example locations where these treatments could be applied.

TASK 5 DELIVERABLES

- Goals, Objectives, Policies and Performance Measures
- ATP Toolbox

TASK 6 PROPOSED ACTIVE TRANSPORTATION NETWORK AND PROGRAM OF PROJECTS

The public input from **Task 2** and the focus areas identified in the Needs Assessment Report (4.3) will be the starting point for developing the active transportation network. Our team will work collaboratively to develop an integrated list of active transportation projects, developed using a complete streets approach to increase benefits for the community and diversify funding options. We anticipate that many projects will include elements that fall under two or more of the program categories described below. The Implementation Plan (7.3) will strategically group projects based on project type, primary funding source(s), prioritization (7.1), and grant funding schedules (phasing).

Detailed Project Summaries will be prepared for the top projects (7.1) with each including a general project description, a summary of benefits for grant applications (e.g., crash reduction factors for HSIP), detailed concept design, opportunities and constraints, itemized planning-level cost estimates, estimated demand, and other project-related statistics. Lower priority or longer-term projects will be included in each program.

TASK 6.1 PROPOSED BICYCLE PROGRAM OF PROJECTS

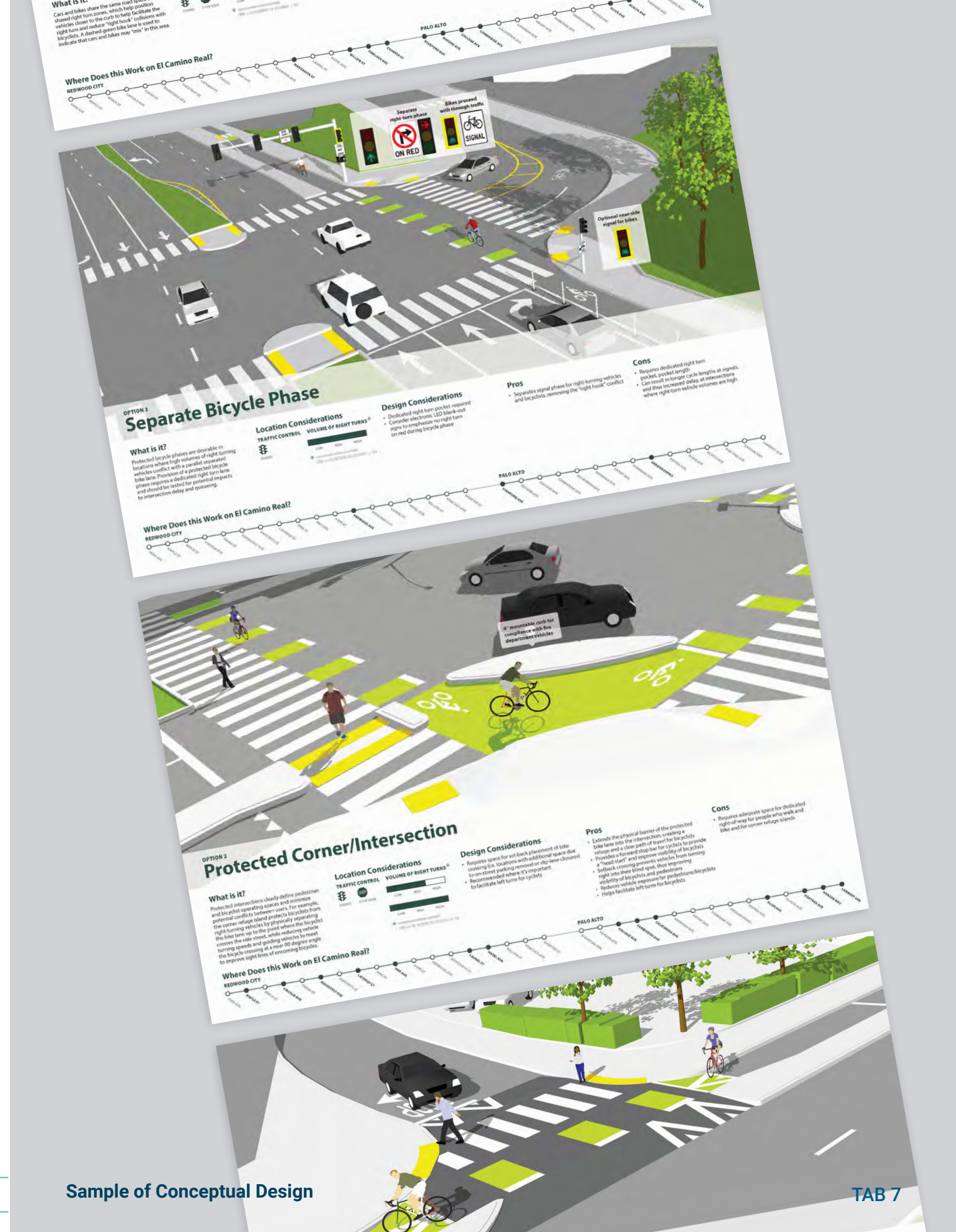
The bicycle program of projects may include gap closures and extensions of existing and planned facilities. There will be an emphasis on improvements that support commuting and improve the mobility and safety of populations with limited mobility options. Some projects may be focused on transit access and others may include safety improvements on rural roadways used by recreational cyclists. Wherever a bikeway corridor is studied, our multidisciplinary team will identify other improvements along that corridor that serve pedestrians, schoolchildren, and people with disabilities (6.2-6.4).

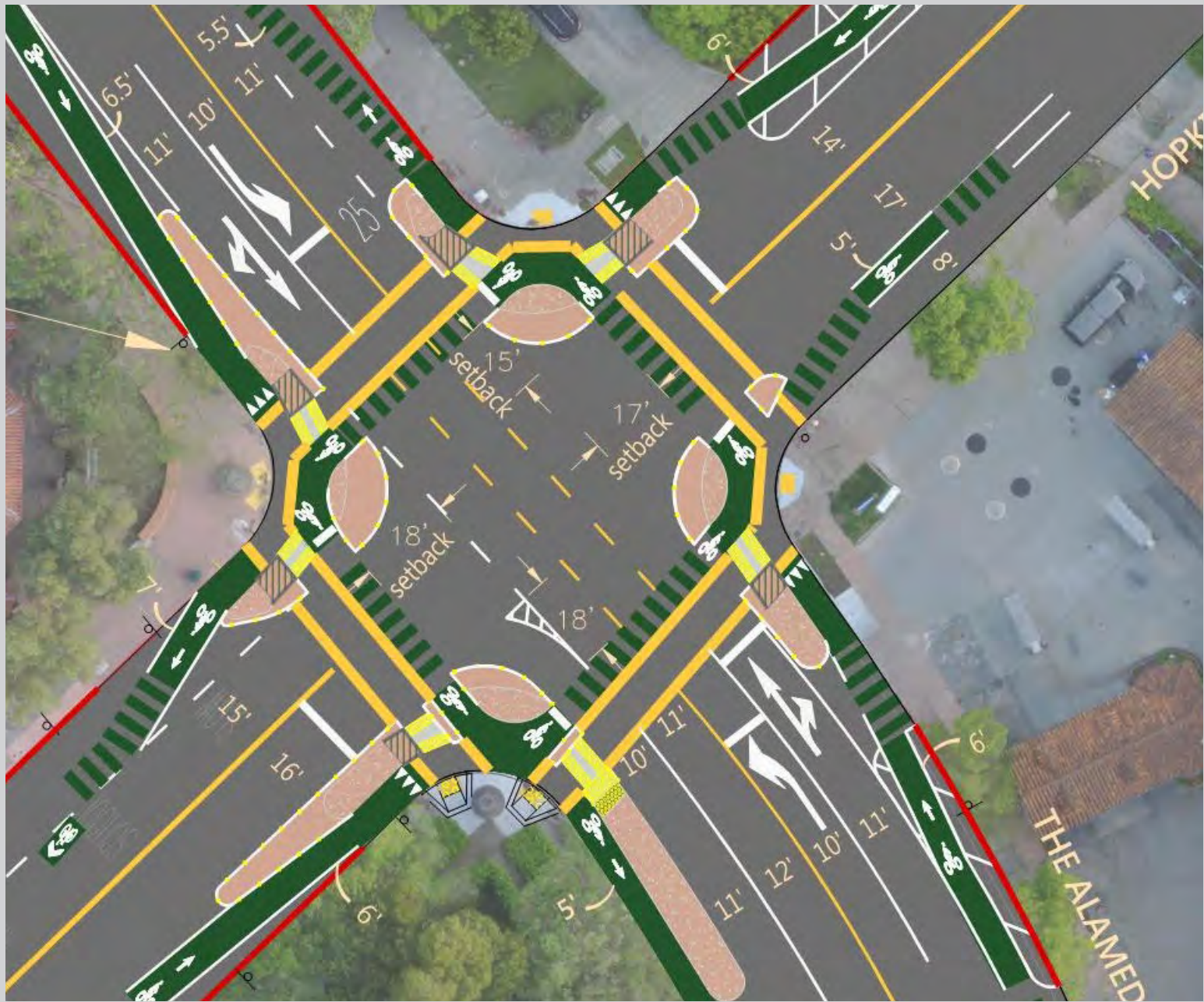
TASK 6.2 PROPOSED PEDESTRIAN PROGRAM OF PROJECTS

Many areas have very limited sidewalk coverage. This is typical of unincorporated areas in general and often appropriate given the low demand and community desires to maintain a more rural community character. The pedestrian program of projects will most likely focus on improving the quality and availability of sidewalks and street crossings along commercial corridors or other areas with significant crash histories and/or high pedestrian demand. Improvements are likely to be a combination of corridor and spot improvements. There will also be significant overlap between the pedestrian and the safe routes to school projects.

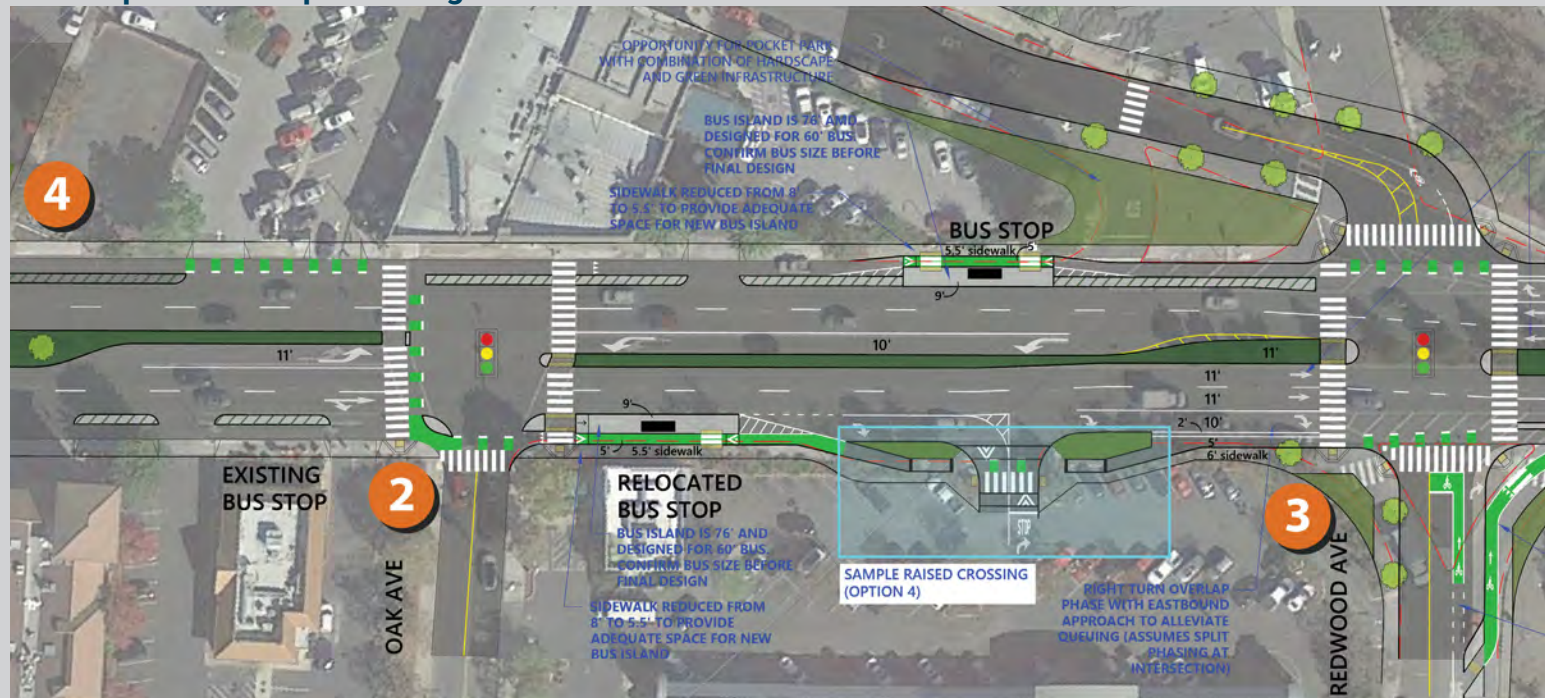
TASK 6.3 PROPOSED ADA PROGRAM OF PROJECTS

Our team will evaluate specific ADA ramp deficiencies that arise from the public outreach, data collection and needs assessment process. However, we expect many of the ADA-related curb ramp upgrades to be identified during the development of the bicycle, pedestrian and safe routes to school projects. For example, if our team identifies sidewalk obstructions, excessive cross slopes or other ADA deficiencies as we develop other projects, those improvements will be included in the conceptual design.





Sample of Conceptual Design



Sample of Conceptual Design

This page intentionally left blank

TASK 6.4 SAFE ROUTES TO SCHOOLS PROGRAM OF PROJECTS

We will evaluate active transportation access to public elementary schools (estimated at 53 schools) and provide recommendations for improving conditions for roadways directly serving each school. The recommendations will focus on bicycle and pedestrian improvements along the school frontage, block face, and key intersections serving each school. The recommendations will be centered upon direct access to each school and will be refined to match the scale of the local community. Many communities may prefer a more rural context, so recommendations will be limited and refined based on local community preferences on the degree of improvements.

Cost estimates will be developed for each location using typical unit rates for engineering design improvements. At up to ten prioritized schools, the cost estimates will be supplemented with an aerial-based layout plan to illustrate the concept and better determine potential right-of-way acquisition costs. The schools-related project summary sheets will be prepared to position the County for future funding or grant pursuits.

TASK 6 DELIVERABLES

- Program of Projects with Descriptions, Map, and GIS layers for all subtasks

TASK 7 PRIORITIZATION, FUNDING, AND IMPLEMENTATION PLAN

TASK 7.1 PROJECT PRIORITIZATION

Prioritization processes can be complex and require multiple iterations. The primary purpose of this task will be to identify the top projects that will be developed further in Task 6. We have experimented with various prioritization strategies including:

- **Grassroots** - community surveys and ranking exercises at public meetings
- **Quantitative** - complex algorithms using key variables to reflect project goals and objectives

- **Opportunistic** - based on funding availability, maintenance schedules or other planned projects
- **Political** - elected officials weigh in on the projects in their area and report back

We typically end up with a process that strategically blends the above strategies with other nuanced local considerations. Fortunately the previous work (**Tasks 2-4**) will already be in place to inform the grassroots and quantitative elements of the process, and we will work with the County to identify the top projects using this information. A significant amount of professional judgement will be required to prioritize projects in a way that will make sense to County leadership and the community. In the end, the prioritized list of projects must make intuitive sense and provide a good story for each of the most highly ranked projects.

TASK 7.2 FUNDING SOURCES AND STRATEGIES

We will work with the County to identify past expenditures for bicycle and pedestrian facilities improvements within the past five years. Maintenance and operations costs will be developed for recommend project improvements for better understanding of ongoing financial needs beyond the initial capital costs. A matrix of funding sources and applicability by type and project phase will be developed for use by the County to advance projects and bring the planning efforts to implementation. Funding sources will be provided based on our expertise in strategically helping local agencies position for regional, state, and federal funding sources based on key design parameters, socioeconomic data, and collision history.

TASK 7.3 IMPLEMENTATION PLAN

The inputs to the implementation plan will be the prioritized project list (**7.1**) and the funding sources and strategies memo (**7.2**). The output will be a project phasing schedule that groups projects into near-term (0-5 years) and long term (5-20 years) projects. An intermediate (5-10 year) cycle could also be added if desired. Each project will have the primary funding source identified based on how competitive that

project (or individual elements of the project) will be with respect to available grant programs. In some cases, more than one grant funding source may be identified. For example, if a bikeway corridor project also includes pedestrian and ADA improvements at intersections with significant collision history, we will fund as many safety improvements as possible at those intersections with HSIP funding while keeping the benefit/cost ratio competitive. The remaining project elements would be submitted for the next ATP cycle at a lower (more competitive) cost.

TASK 7 DELIVERABLES

- Prioritized Project List
- Funding Sources and Strategies Memorandum
- Implementation Plan

TASK 8 DRAFT ATP

TASK 8.1 ADMINISTRATIVE DRAFT ATP

Fehr & Peers will deliver an Administrative Draft ATP that incorporates key elements of all work products for internal review and comment. Detailed analysis and previous deliverables will be included as appendices.

TASK 8.2 DRAFT ATP

All input from the County will be incorporated into the draft ATP which will be available for public review. A brief Executive Summary or Project Fact Sheet can be produced and translated into Spanish upon request. Translation of the full document into Spanish can also be provided using contingency funds, if needed.

TASK 8 DELIVERABLES

- Administrative Draft ATP
- Draft ATP

TASK 9 PUBLIC REVIEW, FINAL ATP, AND DECISION-MAKER HEARINGS

TASK 9.1 PUBLIC HEARINGS

Fehr & Peers will assist the County with

preparation of high-quality, visually appealing presentation materials, and attend public hearings.

TASK 9.2 FINAL ATP

Fehr & Peers takes pride in providing high quality documents that serve as a useful reference for ongoing implementation. The Final ATP will incorporate changes necessary based on input received during the public hearings.

TASK 9.3 DECISION-MAKER HEARINGS

The Fehr & Peers Project Manager will present the Final ATP to decision makers and the public.

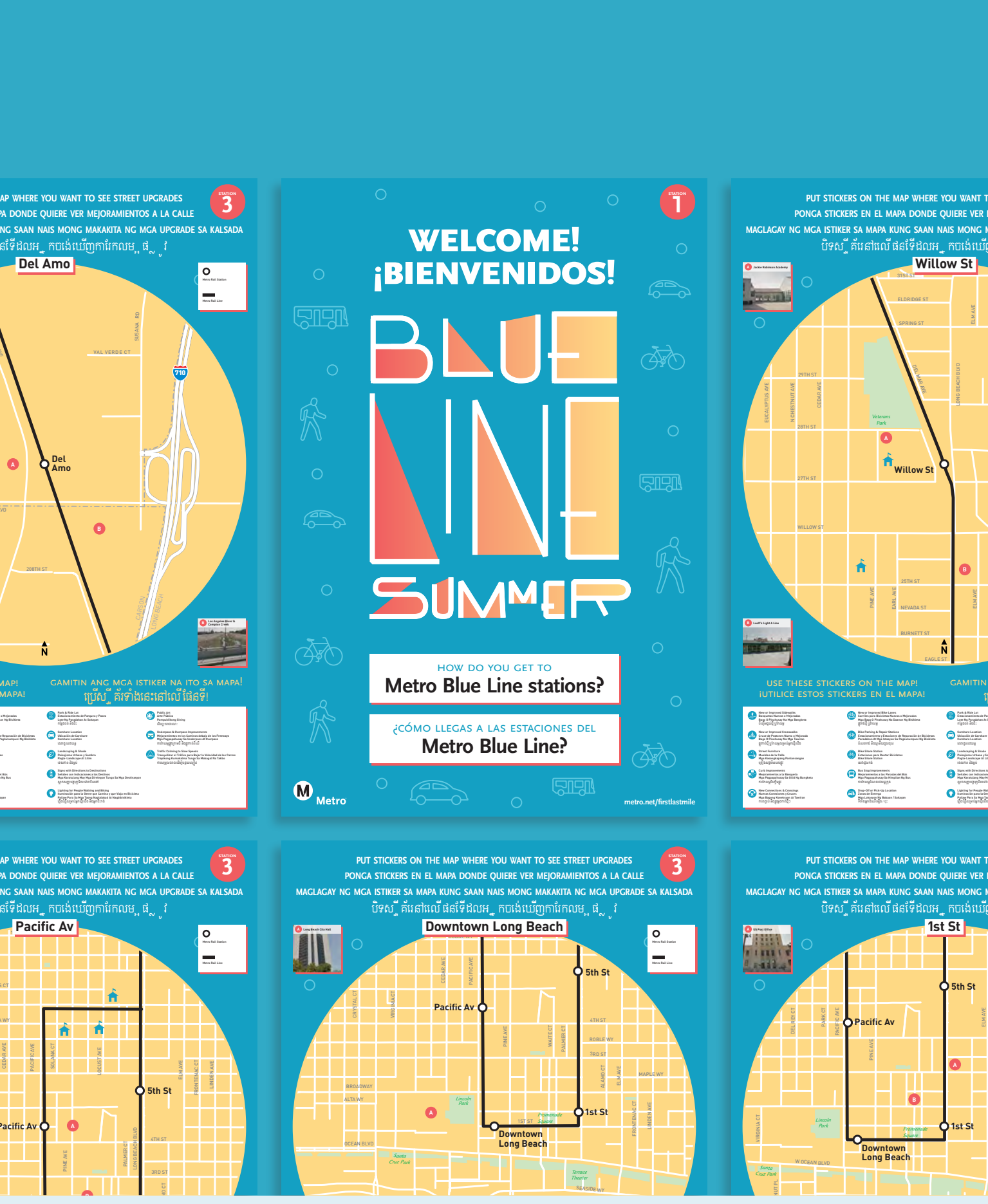
TASK 9 DELIVERABLES

- Attendance at public hearings
- Final ATP
- Participation in decision-maker hearings

COST CONTROL AND BUDGETING METHODOLOGY

Execution of a project within the budget and schedule is directly linked to great project management. We have invested time and resources into a project management system, VantagePoint, which provides immediate access to critical information such as current labor hours, accounts receivable, vendor payments, direct and indirect job costs, and many other items. At a very quick glance, our project managers can determine how much budget remains on each task (and direct costs) for a project, and which staff members have been billing to it.

Each Fehr & Peers office has a designated Operations Manager, a senior-level administrator that helps project managers allocate staff resources week-to-week, review contracting issues, set expectations for project needs for a three-month look-ahead, complete timely invoicing and billing, follow up on client satisfaction, and other needs. This series of checks and reviews has helped us meet or exceed our client's expectations on over 98% of our projects in 2019.



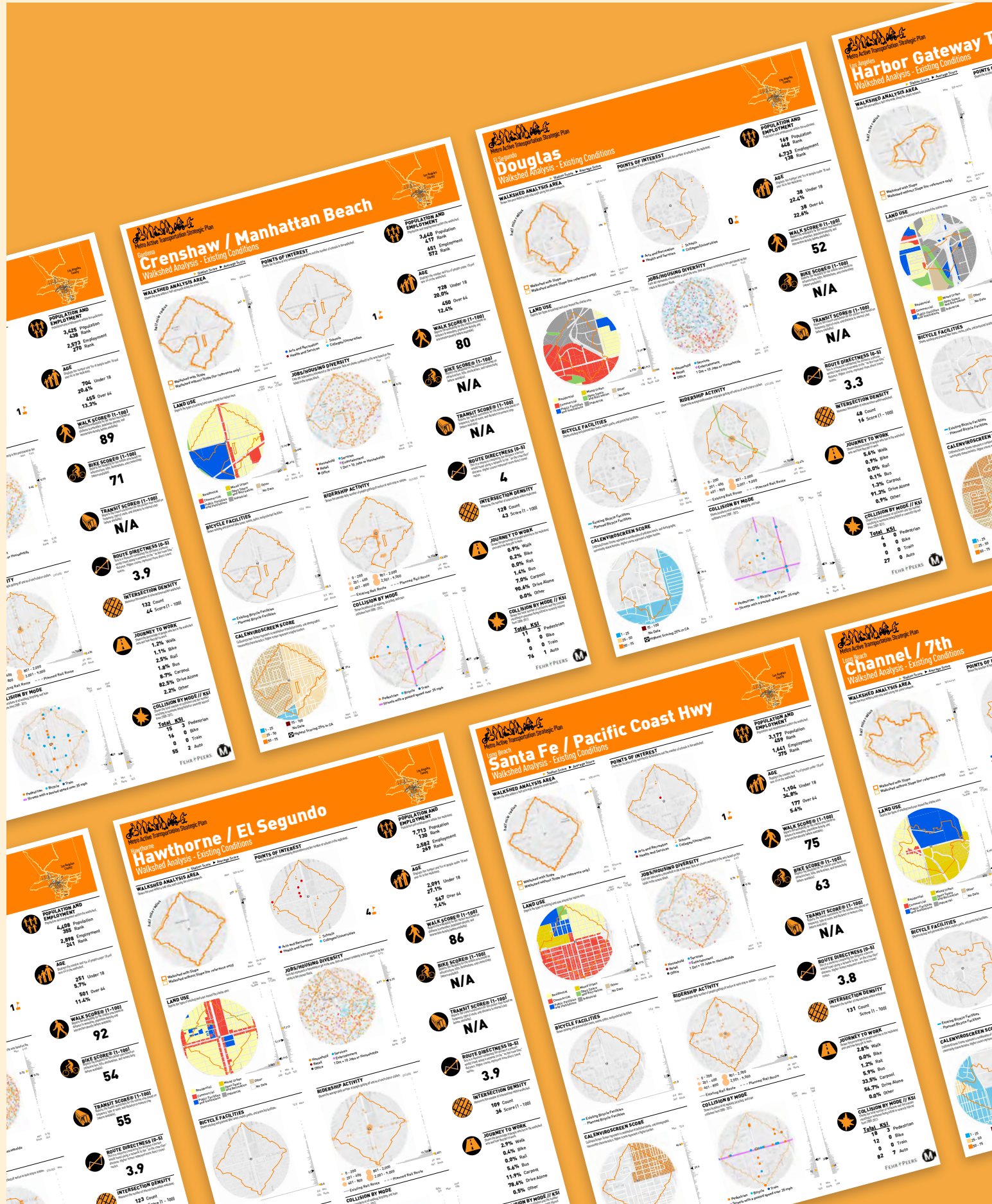


Exhibit B – Payment Arrangements Periodic Compensation (with attached Schedule of Fees)

- A. For Contractor services to be rendered under this Agreement, Contractor shall be paid a total base contract amount, including cost reimbursements, up to but not to exceed \$409,995.
- B. Extra work required to complete the project may be authorized only if Contractor receives written approval by the County's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in Exhibit B1. The total amount of this contingency fund is \$68,500, which includes supplemental items in the amount of \$25,000 for public engagement.
- C. Payment for services and /or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by County. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Exhibit B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in Exhibit A.
- D. At least quarterly, but no more frequently than monthly, Contractor shall submit to the County Designated Representative an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. County Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibit B1 shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from Contractor.
- E. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

Exhibit B1 – Schedule of Fees

COST PROPSAL & RESOURCE ALLOCATION MATRIX



Scope of Work		Fehr & Peers (Prime)							Here LA (Sub-Consultant)			Mark Thomas (Sub-Consultant)				Total Labor Cost	Total Direct Costs	Total Hours	Total Costs
Task Number	Task Description	Sarah Brandenburg, Principal	Matt Benjamin, Project Manager	Miguel Nunez, Deputy PM	Kendra Rowley, Lead Engineer	Caro Vera, Lead Planner	Melody Wu, Visuals & Mapping	Azalea Bruns, Project Support	Shannon Davis, Co-Director	Amber Hawkes, Lead Designer	Chad So, Senior Urban Designer	Paul Martin, Sr. Project Manager	Ashley Lee, Project Engineer	Rachel Yazawa, Design Engineer	Deanna Gibson, Sr. Graphic Manager				
		\$285.00	\$270.00	\$200.00	\$150.00	\$120.00	\$120.00	\$90.00	\$170.00	\$170.00	\$75.00	\$205.00	\$135.00	\$115.00	\$130.00				
1	Project Initiation and Coordination															\$14,425	\$0	63	\$14,425
1.1	Project Management	6	24	16				4								\$11,750	\$0	50	\$11,750
1.2	Project Kick-off Meeting with Caltrans	2	2	2					2	2	1	2				\$2,675	\$0	13	\$2,675
2	Public Outreach															\$113,130	\$4,900	858	\$118,030
2.1	Project Webpage and Interactive Map		6	12		22	40									\$11,460	\$0	80	\$11,460
2.2	Community Advisory Group(s) Meetings		8	8		12		2	50	20	60	6				\$23,010	\$1,250	166	\$24,260
2.3	Community Open House/Virtual Town Hall Meetings	8	26	30	12	70	40	12								\$31,380	\$500	198	\$31,880
2.4	Targeted Outreach		4	2		12			45	35	200					\$31,520	\$2,450	298	\$33,970
2.5	Community Survey		6	6		18	4	2								\$5,640	\$200	36	\$5,840
2.6	Public Relations		6	6		6		2	9	11	40					\$10,120	\$500	80	\$10,620
3	Existing Conditions Analysis															\$46,700	\$19,250	288	\$65,950
3.1	State, Regional, and Local Agency Plan/Policy Review		4	6	10	10		2								\$5,160	\$0	32	\$5,160
3.2	Existing & Planned Infrastructure/Facilities Inventory & Mapping		4	6		8	20									\$5,640	\$0	38	\$5,640
3.3	Area-Specific Field Investigations		8	8					8	8	8	4		18		\$9,970	\$750	62	\$10,720
3.4	Countywide Origins and Destinations Analysis and Mapping	4	6	12	20		20	2								\$10,740	\$18,500	64	\$29,240
3.5	Existing Intermodal Connections Inventory and Mapping		2	8		8	10									\$4,300	\$0	28	\$4,300
3.6	Collision and Safety Analysis and Mapping		2	6		8	12	2								\$4,320	\$0	30	\$4,320
3.7	Existing Conditions Report	2	8	12			12									\$6,570	\$0	34	\$6,570
4	User Needs Assessment															\$16,870	\$0	98	\$16,870
4.1	Existing and Future Bicycle and Walking Demands	2	2	8	10	10	4									\$5,890	\$0	36	\$5,890
4.2	Safety Needs Analysis	2	2	8	10	10	4									\$5,890	\$0	36	\$5,890
4.3	User Needs Assessment Report	2	6	10			6	2								\$5,090	\$0	26	\$5,090
5	Policy Framework and Best Practices															\$19,120	\$0	118	\$19,120
5.1	Goals, Objectives, Policies, and Performance Measures	2	8	8	4	4										\$5,410	\$0	26	\$5,410
5.2	Best Practices - ATP Toolbox	2	4	12	16		20	2				4		20	12	\$13,710	\$0	92	\$13,710
6	Proposed Active Transportation Network and Program of Projects															\$100,620	\$2,000	748	\$102,620
6.1	Proposed Bicycle Program of Projects	4	16	24	30	30	32	4	14	2	76					\$30,980	\$500	232	\$31,480
6.2	Proposed Pedestrian Program of Projects	4	16	24	30	30	32	4	14	2	76					\$30,980	\$500	232	\$31,480
6.3	Proposed ADA Program of Projects		2	4	4							14	28	64	26	\$19,330	\$500	142	\$19,830
6.4	Proposed Safe Routes to School Program of Projects		2	4	4							14	28	64	26	\$19,330	\$500	142	\$19,830
7	Prioritization, Funding, and Implementation Plan															\$20,290	\$0	122	\$20,290
7.1	Project Prioritization	2	8	10	12	12	6	2								\$8,870	\$0	52	\$8,870
7.2	Funding Sources and Strategies		2	2								10		22		\$5,520	\$0	36	\$5,520
7.3	Implementation Plan		6	10	6	6	4	2								\$5,900	\$0	34	\$5,900
8	Draft ATP															\$34,340	\$0	200	\$34,340
8.1	Administrative Draft ATP	4	20	20	4	16	40	6								\$18,400	\$0	110	\$18,400
8.2	Draft ATP	4	20	20	2	12	26	6								\$15,940	\$0	90	\$15,940
9	Public Review, Final ATP, and Decision-Maker Hearings															\$17,850	\$500	90	\$18,350
9.1	Public Hearings	2	8	4												\$3,530	\$250	14	\$3,780
9.2	Final ATP	2	16	16	2	10	16	4								\$11,870	\$0	66	\$11,870
9.3	Decision-Maker Hearings	2	4	4												\$2,450	\$250	10	\$2,700
	TOTALS	56	258	328	176	314	348	60	142	80	461	54	56	188	64	\$383,345	\$26,650	2,585	\$409,995
	% of Hours	2%	10%	13%	7%	12%	13%	2%	5%	3%	18%	2%	2%	7%	2%				

Note: Billing rates reflect the following - Fehr & Peers: Overhead rate of 175.67% and 10% profit; Here LA: Overhead rate of 123% and 10% profit; Mark Thomas: Overhead rate of 144.28% and 10% profit.

* Page not counted

Exhibit C – Indemnification and Insurance Requirements (For Professional Contracts) **(Edited for this Contract with Fehr & Peers Only)**

INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities (including but not limited to reasonable attorneys' fees) incurred by County on account of any such claim to the extent arising out of Contractor's negligent performance of its services under this Agreement except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to the extent caused by County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - ii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.