

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this 5 day of July, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and ALTA PLANNING + DESIGN, INC., a California corporation, whose address is 711 SE Grand Avenue, Portland, OR 97214, (the "**Provider**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Bicycle Safety Education programs. City staff issued a RFP on May 26, 2017 and after a submittal period of TWENTY days received ONE timely submitted proposal. Staff reviewed the proposal and selected the service provider, who best meets the City's needs.
- C. Provider possesses the skill, experience, ability, certification, knowledge and legal background compliance to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for the provision of Bicycle Safety Education Programs with three key components: (1) bicycle safety education classes and workshops for adults, teens and families; (2) bicycle safety education programs in four schools; and (3) bicycle safety education events targeted to low-income and previously homeless students; upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 19th day of July 2017, and shall terminate on the 30th day of September 2019, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 15th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to

performance and shall be paid on a Time and Material using the rates and fees set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed **\$149,000.00**.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A-1, 10A-2, 10A-3, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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(4) Sexual Abuse and Molestation Liability:

Provider shall require all sub-providers to obtain and maintain, for the duration of this Agreement, Sexual Abuse and Molestation liability insurance which includes coverage for physical abuse, sexual misconduct or sexual molestation in the following minimum limits:

\$2,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as

an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and Sexual Abuse and Molestation Liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The sub-provider's employees, contractors, volunteers, and agents may work directly with children in service of this project. Such individuals working directly with children with no parent or guardian present shall be subjected to a Live Scan background check run through the California Department of Justice to determine fitness for service. If it is determined that the individual checked is unfit for service, said individual shall not be allowed to provide service in any capacity.

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's

performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts thereof as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Transportation Planning Division
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501
ATTENTION: Rochelle Wheeler, Transportation Planner
Ph: (510) 747-7442 / Fax: (510) 523-1081

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Alta Planning + Design
100 Webster Street, Suite 300
Oakland, CA 94607
ATTENTION: Brett Hondorp, Vice President
Ph: (510) 540-5008

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within ten (10) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof. Provider shall have the right to terminate this agreement for substantial delays or nonpayment by City.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, experts' fees, incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

26. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal

Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

27. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

APPLICABLE ONLY TO TRANSPORTATION GRANT RELATED PROJECTS:

28. DEBARMENT AND SUSPENSION CERTIFICATION:

a. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

ALTA PLANNING + DESIGN
A California corporation



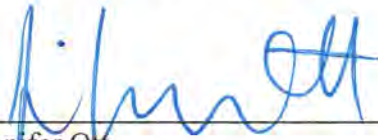
Brett Hondorp, AICP, LCI
Vice President

CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL



Jennifer Ott
Director, Base Reuse and Transportation
Planning

APPROVED AS TO FORM:
City Attorney



Andrico Q. Penick
Assistant City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda)

On July 5, 2017 before me, Sarah Courtney Goss, notary public
(insert name and title of the officer)

personally appeared Brett Henderp,
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 Sarah Courtney Goss (Seal)

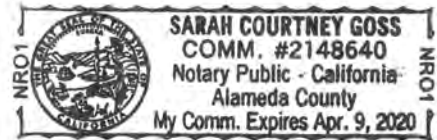


Exhibit A:

Scope of Work

Task A: Bicycle Safety Education Classes and Workshops for Adults, Teens, and Families

Bike East Bay will conduct a total of 24 bicycle safety education classes and workshops in the City of Alameda, targeted to adults, teens and families, occurring over the course of two years. These classes will be provided for free, and will complement the free classes provided by Bike East Bay throughout the East Bay. All classes will be taught by League of American Bicyclists Certified Instructors (LCIs). Bike East Bay will promote the classes through its own website, newsletter and e-newsletter. Bike East Bay will work with the City of Alameda on promotion and advertising in the City of Alameda, including any in kind opportunities the City can provide. Bike East Bay will secure free or low cost locations for all classes.

These classes will be broken down as follows:

- Conduct six (6) bicycle safety education classes for adults and teens, in a classroom setting (no bike required). These two-hour classes will cover rules of the road, safe riding, being seen at night, etc. A low cost incentive such as reflective vests will be provided to participants.
- Conduct two (2) on-the-road, bicycle safety education courses for adults and teens, as a Part II to the classroom session listed above. This 5.5-hour on-the-road outdoor class will cover the rules of the road, and other safe riding techniques will be tested and honed.
- Conduct four (4) bicycle safety classes for families (adults and children together). This outdoor workshop for adults and youth includes drills and on-street riding. Bikes will be provided for the children participating in this workshop.
- Conduct eight (8) one-hour classroom workshops on safe bicycling, some targeted to a specific audience. Each class will be targeted to a topic (e.g. avoiding bike theft, riding after dark) or audience (e.g. tweens, teens, seniors, or families).
- Conduct four (4) Learn-to-Ride Classes, some targeted to specific audiences (e.g. seniors, low-income population). For adults and teens who do not know how to ride a bike, to learn the basics of balancing, pedaling and steering. 2-3 hour workshop. Bikes will be provided for a rental fee to participants who need them.

Task A Deliverables:

1. Summary of each completed class/workshop, including number of participating students and date of program.
2. Before and after surveys or program evaluation for each class/workshop.

Task B: Bicycle Safety Education in Four Schools

Cycles of Change will provide bicycle safety education for every student in four local schools (described further below) in each of two school years (2017/18 and 2018/19). Cycles of Change will provide all coordination with school principals, staff and P.E. teachers for establishing, scheduling and providing these services. In addition, Cycles of Change will coordinate with the school Safe Routes to Schools (SR2S) Champions, as needed, on integrating these classes into other SR2S activities and events. All classes will be taught by League of American Bicyclists Certified Instructors (LCIs). A limited number of helmets and some small incentives will be provided to students.

ELEMENTARY SCHOOL BIKE SAFETY EDUCATION

Cycles of Change will provide Bike Rodeo Programs during school hours to Kindergarten through third grade students at Haight Elementary School and Maya Lin Elementary School. The rodeos will focus on safe bicycle handling skills and riding techniques on the road, incorporating bike handling drills and a mock city streets course. Cycles will provide one dedicated instructor to work with students learning to ride for the first time throughout the rodeo.

Cycles of Change will provide the following components for the Elementary School Bike Rodeos:

- Designated lead educator to coordinate with school site contact.
- 3 additional experienced educators to provide instruction.

- A selection of appropriately sized bicycles from the fleet of 60 rodeo bikes, ranging in size from toddler scoot bikes to adult bikes.
- A selection of appropriately size helmets, cleaned and sanitized before use.
- A rodeo course laid out as a “mock city” with 4 way stops, 2 ways stops, yield signs, merges, 2 way traffic, and 1 way traffic.
- A series of stations designed to build cumulative bike skills, including proper helmet fit, bike fit, bike safety checks, bike handling drills, and knowledge of the rules of the road.
- Dedicated instruction for students who are learning to ride.

Cycles of Change will provide more extensive and in depth education to the fourth and fifth graders at Haight and Maya Lin Elementary School. Instructors will conduct one day programs combining in-classroom, on-campus and off-campus riding instruction.

Cycles of Change will provide the following components for the fourth and fifth grader programs:

- Designated lead educator to coordinate with school site contact.
- 3 additional experienced educators to provide instruction.
- A fleet of bicycles appropriately sized for fourth and fifth grade students.
- A selection of helmets, cleaned and sanitized before use.
- Cumulative instruction beginning with helmet fit, bike fit, bike safety checks, bike handling “lane drills”, intersection/right of way practice, and an off campus ride emphasizing good decision making and giving students space to practice their bike handling skills.
- Dedicated instruction for who are learning to ride.

MIDDLE SCHOOL BIKE SAFETY EDUCATION

Cycles of Change will provide bicycle safety training to the students at Wood Middle School with an emphasis on improving bike handling skills, educating students about the rules of the road, and exposing students to safe biking routes to their school to encourage the use of bicycles for everyday transportation. The five day education program will be facilitated through the PE department at Wood Middle School. Cycles of Change will continually adapt and improve its curriculum to be culturally competent and relevant to the diverse student body at Wood Middle School. Cycles of Change will provide two programs each year to accommodate the entire student body.

Each middle school Drive Your Bike program will include the following components:

- Designated lead educator to coordinate with school site contact.
- 2 additional experienced educators to provide instruction.
- A selection of appropriately sized bicycles from the fleet of 140 program bikes, ranging in size from small to extra-large bikes.
- A selection of appropriately size helmets, cleaned and sanitized before use.
- A dedicated instructor to work with students who are learning to ride on all on-bike program days.
- Five days of instruction tailored to the needs of the students, laid out as follows:
 - Day 1 - Overview of program, assessment of student’s biking knowledge and experience, instruction on proper helmet fit and care, and a viewing of a Cycles of Change safety video in which a young cyclist demonstrates safe bike handling skills and the rules of the road.
 - Day 2 - Instruction on bike fit, selecting an appropriate bicycle, how to do a basic mechanical check to ensure a bike is safe to ride, and the rules of the road. Students are taken on a short group ride around campus to practice riding as a large group.
 - Day 3 - Students practice safe bike handling skills including stopping, signaling, making left and right hand turns, and avoiding obstacles.
 - Day 4- Students practice navigating through an intersection while making a variety of turns. Students are asked to demonstrate appropriate decision making and bike handling skills in order to participate in the final ride.
 - Day 5 - Students are led on a 1-3 mile ride starting and ending on their campus. Ride routes are researched and selected to offer students a variety of traffic situations they might encounter in a typical ride to school - streets with and without bike lanes, stop signs, traffic signals, unprotected left hand turns, bike paths, and other relevant infrastructure. During the ride, lead educators narrate the route, asking students to make observations about the relative safety of different streets and modeling how to make safe choices while biking. Following the ride, educators offer a debrief and feedback process for students to share their experience and reinforce lessons learned during the program.

HIGH SCHOOL BIKE SAFETY EDUCATION

Cycles of Change will provide a four day high school bicycle safety training program. As high school students are becoming eligible to drive, Cycles of Change has adapted its middle school curriculum to reflect this shift in perspective. Moving through the learning objectives with older students allows Cycles of Change staff to focus on other key points including, but not limited to the environmental impact of various transportation choices, identification of infrastructure available and proper use, and ways students can advocate for infrastructure improvements within their community.

Within the high school Drive Your Bike program, program participation enables students to develop a higher level of ridership, especially amongst students who may have received Drive Your Bike during middle school. The high school program includes most of the same elements as the middle school program. In addition, Cycles of Change highlights more advanced skills such as the avoidance swerve and quick stops.

Cycles of Change will provide one session per year of Drive Your Bike programming at Alameda Science and Technology Institute to accommodate all 9th- 12th grade students.

The high school Drive Your Bike program includes the following components:

- Designated lead educator to coordinate with school site contact.
- 2 additional experienced educators to provide instruction.
- A selection of appropriately sized bicycles from the fleet of 140 program bikes, ranging in size from small to extra-large bikes.
- A selection of appropriately size helmets, cleaned and sanitized before use.
- A dedicated instructor to work with students who are learning to ride on all on-bike program days.
- Four days of instruction tailored to the needs of the students, laid out as follows:
 - Day 1 - Overview of program, assessment of student's biking knowledge and experience, instruction on proper helmet fit and care, and a viewing of a Cycles of Change safety video in which a young cyclist demonstrates safe bike handling skills and the rules of the road.
 - Day 2 - Instruction on bike fit, selecting an appropriate bicycle, how to do a basic mechanical check to ensure a bike is safe to ride, and the rules of the road. Students practice safe bike handling skills including stopping, signaling, making left and right hand turns, and avoiding obstacles.
 - Day 3- Students practice navigating through an intersection while making a variety of turns. Students are asked to demonstrate appropriate decision making and bike handling skills in order to participate in the final ride.
 - Day 4 - Students are led on a 2-5 mile ride starting and ending on their campus. Ride routes are researched and selected to offer students a variety of traffic situations they might encounter in a typical ride to school - streets with and without bike lanes, stop signs, traffic signals, unprotected left hand turns, bike paths, and other relevant infrastructure. During the ride, lead educators narrate the route, asking students make observations about the relative safety of different streets and modeling how to make safe choices while biking. Following the ride, educators offer a debrief and feedback process for students to share their experience and reinforce lessons learned during the program.

Task B Deliverables:

1. Summary of each completed program, including number of participating students, date(s) of program, total hours of instruction, photos and program feedback from students and school staff.
2. Before and after surveys or program evaluation for each class/workshop.

Task C: Bicycle Safety Education Events for Homeless/Previously Homeless/Low-Income Students

Cycles of Change will provide five Bicycle Safety Education Events geared towards the target populations - homeless, previously homeless, and low-income populations. By partnering with service providers and pre-existing events, these events will reach at least 200 participants per event. Over the course of the 2-3 hour rodeo, participants will be able to visit a variety of stations which will include safe bicycle handling skills drills, a mock city streets course, bike repair, and a learn to ride area, where Cycles of Change will provide one dedicated instructor to work with students learning to ride for the first time throughout the rodeo. Cycles of Change coordinators will manage the scheduling, implementation and evaluation of each event.

Cycles of Change will provide the following components for each Bicycle Safety Education event:

- Designated lead educator to coordinate with site contact.
- 3 additional experienced educators to provide instruction.
- A selection of appropriately sized bicycles from the fleet of 60 rodeo bikes, ranging in size from toddler scoot bikes to adult bikes.
- A selection of appropriately size helmets, cleaned and sanitized before use.
- A rodeo course laid out as a “mock city” with 4 way stops, 2 ways stops, yield signs, merges, 2 way traffic, and 1 way traffic.
- A series of stations designed to build cumulative bike skills, including proper helmet fit, bike fit, bike safety checks, bike handling drills, and knowledge of the rules of the road.
- A bike repair station which will include instruction on relevant bicycle mechanics, including ABC Quick checks and how to fix a flat tire, and where two bicycle mechanics will perform basic bike repairs. Standard replacement parts (tubes, tires, a limited supply of housing and cables, brake pads, etc) will be provided.
- Dedicated instruction for students who are learning to ride.
- A limited number of helmets for distribution to outstanding participants.
- Incentives for all participants (such as stickers, spoke reflectors, and healthy snacks).

Task C Deliverables:

1. Summary of each completed educational event, including number of participants, date of program, total hours of instruction, number of bicycles repaired, photos and program feedback.
2. Program evaluation of the impact and effectiveness of each event.

Task D: Program Management and Coordination

Alta will serve as a single point of overall management and administration for this project. Alta will provide overall program management and coordination, including the following:

- Ensure that project is within scope, on schedule, and on budget. Alta relies on Deltek electronic time tracking and budget management software, as well as detailed monthly written progress reports tracking budget, schedule and deliverable progress.
- Prepare and submit consolidated regular invoicing. Alta’s detailed invoicing processes helps ensure that the project stays on budget. Each month Alta requests detailed progress reports from each of team member as part of their monthly invoicing packet to Alta, as well as a 30 day look-ahead of upcoming activities.
- Prepare and submit consolidated deliverables, to be provided a minimum of once per quarter.
- Ensure compliance with applicable federal funding requirements.
- In close collaboration with any sub-consultants, propose a consolidated schedule for events and classes for the two year period, to be finalized in consultation with the City and other partners, and reviewed and updated semi-annually, or as needed. As part of the project management task Alta will develop and submit to City of Alameda a detailed project schedule identifying all deliverables, performance measures, evaluation criteria, budgets and other milestones.
- Provide written content to be used for a simple web page (within the City’s existing website structure) to advertise the bicycle safety programs offered in Tasks A and C.
- Lead the promotion of the events in Task C, including flyers/advertisements, to maximum their value and participation by the target populations. Alta’s team of graphic designers will design visually compelling outreach and promotional materials.
- As needed, assist sub-consultants with assessing the impacts of each program, via the deliverables for each Task. Alta will work with City staff to structure an evaluation methodology at the outset of the program identifying data requirements, and track that information in a master database.
- Alta and its sub-consultants are responsible for procuring all facilities for classes and workshops, including entering into any required contracts and providing required insurance.
- Alta and its sub-consultants are responsible for ensuring that all bicycles and helmets provided to participants for the educational programs are maintained in safe, good working order at all times.
- As needed, attend in person and phone meetings with City staff, which may include subconsultants. These meetings will be held quarterly to check the status of the schedule, budget, delivery and participation.

- Alta will ensure that all sub-consultants working with children (18 and younger) have appropriate levels of screening and background checks to ensure the safety of children participating in the programs. Alta has an established background check process through its work on the Countywide SR2S program that will be used for this contract.

Task D Deliverables:

1. Prepare and submit monthly invoices with progress reports.
2. Prepare and submit deliverables, at least once per quarter.
3. Develop and finalize consolidated schedule for all events and classes, to be updated semi-annually, or as needed.
4. Develop and finalize web content for Bike Safety Education Classes (Tasks A) and Bike Rodeo Program events (Task C).
5. Develop and finalize graphics for each of the Bicycle Safety Education Events (Task C).
6. Develop an evaluation methodology at the outset of the program identifying data requirements, and track that information in a master database.

Exhibit B:
Fee Schedule

Breakdown of Costs		MULTIPLIERS															
		% of budget in Current Year (CY)		50.00%	Accepted Overhead Rate		139.24%										
		% of budget in CY+1		50.00%	Fringe Rate		37.26%										
		% of budget in CY+2		0.00%	Negotiated Profit Rate		10.00%										
		% of budget in CY+3		0.00%	Annual Escalation Rate		3.00%										
		Annualization Factor		1.0150													
City of Alameda Bicycle Safety Education Programs		Prime Consultant: Alta Planning + Design															
		DATA ENTRY SECTION									CALCULATION SECTION						
	Names and Classification	Brett Hondorp, Principal/Project Manager	Dara O'Byrne, Associate Planner	Sarah Goss, Project Coordinator	Graphics, Staff						Direct Expenses (\$)	Hours	Escalated Direct Labor or NBR \$	Fringe/Overhead	Direct Expenses	TOTAL COST	Profit
	Direct Salary Rate (Average, Actual, Max) for Current Year	\$110.24	\$47.12	\$26.44	\$29.36												
	Annualized Direct Salary Rate (or Negotiated Billing Rate)	\$111.89	\$47.83	\$26.84	\$29.80												
Task #	Fully Burdened Billing Rate	\$340.32	\$145.47	\$81.62	\$90.64												
NON-CONTINGENCY TASKS/DELIVERABLES																	
A	Bicycle Safety Education Classes and Workshops for Adults, Teens, and Families	0	0	0	0	0	0			0	0	0	0	0	0	0	0
	Staff Hours										0	0	0	0	0	0	0
	Independent Contractors - Lead Instructor (LCI)										0	0	0	0	0	0	0
	Independent Contractors - Instructors (LCIs)										0	0	0	0	0	0	0
	Supplies and Materials										0	0	0	0	0	0	0
	Transportation										0	0	0	0	0	0	0
	Partipant Incentives										0	0	0	0	0	0	0
B	Bicycle Safety Education in Four Schools	0	0	0	0	0	0			0	0	0	0	0	0	0	0
	Direct Service										0	0	0	0	0	0	0
	Program Coordination and Administration										0	0	0	0	0	0	0
	Bike Maintenance										0	0	0	0	0	0	0
	Direct Expenses (See Detail Sheet)										0	0	0	0	0	0	0
											0	0	0	0	0	0	0
											0	0	0	0	0	0	0
C	Bicycle Safety Education Events for Homeless/Previously Homeless/Low-Income	0	0	0	0	0	0			0	0	0	0	0	0	0	0
	Direct Service										0	0	0	0	0	0	0
	Program Coordination and Administration										0	0	0	0	0	0	0
	Bike Maintenance										0	0	0	0	0	0	0
	Direct Expenses (See Detail Sheet)										0	0	0	0	0	0	0
											0	0	0	0	0	0	0
											0	0	0	0	0	0	0
D	Program Management and Coordination	4	40	80	30	0	0			8,000	154	5402	9534	8000	22935	1494	
	Ongoing Project Management	4	40	80							124	4508	7956	0	12463	1246	
	Graphic Design				30						30	894	1578	0	2472	247	
	Contingency for full contract									8,000	0	0	0	8000	8000	0	
											0	0	0	0	0	0	
											0	0	0	0	0	0	
											0	0	0	0	0	0	
TOTAL Tasks/Deliverables		4	40	80	30	0	0	0	0	\$8,000.00	154	\$5,401.59	\$9,533.80	\$8,000.00	\$22,935.39	\$1,493.54	

Breakdown of Costs		MULTIPLIERS														
		% of budget in Current Year (CY)	50.00%	Accepted Overhead Rate	33.42%											
		% of budget in CY+1	50.00%	Fringe Rate	20.62%											
		% of budget in CY+2	0.00%	Negotiated Profit Rate	0.00%											
		% of budget in CY+3	0.00%	Annual Escalation Rate	3.00%											
		Annualization Factor	1.0150													
City of Alameda Bicycle Safety Education Programs		Subconsultant: Cycles of Change														
		DATA ENTRY SECTION									CALCULATION SECTION					
Task #	Names and Classification	Maya Carson, Supervising Coordinator	Sean Delizo, Coordinator	Nora Dye, Coordinator	Bike Train Coordinator	Lead Educator	Educator			Direct Expenses (\$)	Hours	Escalated Direct Labor or NBR \$	Fringe/Overhead	Direct Expenses	TOTAL COST	Profit
	Direct Salary Rate (Average, Actual, Max) for Current Year	\$25.25	\$23.25	\$23.75	\$23.00	\$22.25	\$21.00									
	Annualized Direct Salary Rate (or Negotiated Billing Rate)	\$25.63	\$23.60	\$24.11	\$23.35	\$22.58	\$21.32	\$0.00	\$0.00							
	Fully Burdened Billing Rate	\$39.48	\$36.35	\$37.13	\$35.96	\$34.79	\$32.83	\$0.00	\$0.00							
NON-CONTINGENCY TASKS/DELIVERABLES																
A	Bicycle Safety Education Classes and Workshops for Adults, Teens, and Families	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Staff Hours										0	0	0	0	0	0
	Independent Contractors - Lead Instructor (LCI)										0	0	0	0	0	0
	Independent Contractors - Instructors (LCIs)										0	0	0	0	0	0
	Supplies and Materials										0	0	0	0	0	0
	Transportation										0	0	0	0	0	0
	Partipant Incentives										0	0	0	0	0	0
B	Bicycle Safety Education in Four Schools	50	150	170	440	440	440	0	0	13,606	1690	38507	20809	13606	72922	0
	Direct Service				400	400	400				1200	26898	14535	0	41433	0
	Program Coordination and Administration	50	150	170							370	8919	4820	0	13739	0
	Bike Maintenance				40	40	40				120	2690	1454	0	4143	0
	Direct Expenses (See Detail Sheet)									13,606	0	0	0	13606	13606	0
											0	0	0	0	0	0
											0	0	0	0	0	0
C	Bicycle Safety Education Events for Homeless/Previously Homeless/Low-Income	15	35	15	45	40	45	0	0	5,325	195	4485	2424	5325	12234	0
	Direct Service		35		40	35	35				145	3296	1781	0	5077	0
	Program Coordination and Administration	15		15							30	746	403	0	1149	0
	Bike Maintenance				5	5	10				20	443	239	0	682	0
	Direct Expenses (See Detail Sheet)									5,325	0	0	0	5325	5325	0
											0	0	0	0	0	0
											0	0	0	0	0	0
D	Program Management and Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Ongoing Project Management										0	0	0	0	0	0
	Graphic Design										0	0	0	0	0	0
	Contingency for full contract										0	0	0	0	0	0
											0	0	0	0	0	0
											0	0	0	0	0	0
TOTAL Tasks/Deliverables		65	185	185	485	480	485	0	0	\$18,931.00	1885	\$42,991.59	\$23,232.66	\$18,931.00	\$85,155.25	\$0.00

Breakdown of Costs		MULTIPLIERS														
		% of budget in Current Year (CY)		50.00%		Accepted Overhead Rate		15.00%								
		% of budget in CY+1		50.00%		Fringe Rate		25.00%								
		% of budget in CY+2		0.00%		Negotiated Profit Rate		0.00%								
		% of budget in CY+3		0.00%		Annual Escalation Rate		3.00%								
		Annualization Factor		1.0150												
City of Alameda Bicycle Safety Education Programs		Subconsultant: Bike East Bay														
		DATA ENTRY SECTION									CALCULATION SECTION					
Task #	Names and Classification	Renee Rivera, Executive Director	Robert Prinz, Education Director							Direct Expenses (\$)	Hours	Escalated Direct Labor or NBR \$	Fringe/Overhead	Direct Expenses	TOTAL COST	Profit
	Direct Salary Rate (Average, Actual, Max) for Current Year	\$43.33	\$26.15													
	Annualized Direct Salary Rate (or Negotiated Billing Rate)	\$43.98	\$26.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
	Fully Burdened Billing Rate	\$61.57	\$37.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
NON-CONTINGENCY TASKS/DELIVERABLES																
A	Bicycle Safety Education Classes and Workshops for Adults, Teens, and Families	26	420	0	0	0	0	0	0	22,200	446	12291	4916	22200	39408	0
	Staff Hours	26	420								446	12291	4916	0	17208	0
	Independent Contractors - Lead Instructor (LCI)									3,000	0	0	0	3000	3000	0
	Independent Contractors - Instructors (LCIs)									16,800	0	0	0	16800	16800	0
	Supplies and Materials									840	0	0	0	840	840	0
	Transportation									960	0	0	0	960	960	0
	Participant Incentives									600	0	0	0	600	600	0
B	Bicycle Safety Education in Four Schools	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Direct Service										0	0	0	0	0	0
	Program Coordination and Administration										0	0	0	0	0	0
	Bike Maintenance										0	0	0	0	0	0
	Direct Expenses (See Detail Sheet)										0	0	0	0	0	0
											0	0	0	0	0	0
											0	0	0	0	0	0
C	Bicycle Safety Education Events for Homeless/Previously Homeless/Low-Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Direct Service										0	0	0	0	0	0
	Program Coordination and Administration										0	0	0	0	0	0
	Bike Maintenance										0	0	0	0	0	0
	Direct Expenses (See Detail Sheet)										0	0	0	0	0	0
											0	0	0	0	0	0
											0	0	0	0	0	0
D	Program Management and Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Ongoing Project Management										0	0	0	0	0	0
	Graphic Design										0	0	0	0	0	0
	Contingency for full contract										0	0	0	0	0	0
											0	0	0	0	0	0
											0	0	0	0	0	0
TOTAL Tasks/Deliverables		26	420	0	0	0	0	0	0	\$22,200.00	446	\$12,291.22	\$4,916.49	\$22,200.00	\$39,407.71	\$0.00

Breakdown of Costs								
City of Alameda Bicycle Safety Education Programs		Project Summary						
		CALCULATION SECTION						
Task #	Names and Classification	Hours	Escalated Direct Labor or NBR \$	Fringe/Overhead	Direct Expenses	Total Cost	Profit	Total Cost + Profit
	Direct Salary Rate (Average, Actual, Max) for Current Year							
	Annualized Direct Salary Rate (or Negotiated Billing Rate)							
	Fully Burdened Billing Rate							
NON-CONTINGENCY TASKS/DELIVERABLES								
A	Bicycle Safety Education Classes and Workshops for Adults, Teens, and Families	446	\$ 12,291	\$ 4,916	\$ 22,200	\$ 39,408	\$ -	\$ 39,408
	Staff Hours	446	\$ 12,291	\$ 4,916	\$ -	\$ 17,208	\$ -	\$ 17,208
	Independent Contractors - Lead Instructor (LCI)	0	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ 3,000
	Independent Contractors - Instructors (LCIs)	0	\$ -	\$ -	\$ 16,800	\$ 16,800	\$ -	\$ 16,800
	Supplies and Materials	0	\$ -	\$ -	\$ 840	\$ 840	\$ -	\$ 840
	Transportation	0	\$ -	\$ -	\$ 960	\$ 960	\$ -	\$ 960
	Participant Incentives	0	\$ -	\$ -	\$ 600	\$ 600	\$ -	\$ 600
B	Bicycle Safety Education in Four Schools	1690	\$ 38,507	\$ 20,809	\$ 13,606	\$ 72,922	\$ -	\$ 72,922
	Direct Service	1200	\$ 26,898	\$ 14,535	\$ -	\$ 41,433	\$ -	\$ 41,433
	Program Coordination and Administration	370	\$ 8,919	\$ 4,820	\$ -	\$ 13,739	\$ -	\$ 13,739
	Bike Maintenance	120	\$ 2,690	\$ 1,454	\$ -	\$ 4,143	\$ -	\$ 4,143
	Direct Expenses (See Detail Sheet)	0	\$ -	\$ -	\$ 13,606	\$ 13,606	\$ -	\$ 13,606
		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C	Bicycle Safety Education Events for Homeless/Previously Homeless/Low-Income	195	\$ 4,485	\$ 2,424	\$ 5,325	\$ 12,234	\$ -	\$ 12,234
	Direct Service	145	\$ 3,296	\$ 1,781	\$ -	\$ 5,077	\$ -	\$ 5,077
	Program Coordination and Administration	30	\$ 746	\$ 403	\$ -	\$ 1,149	\$ -	\$ 1,149
	Bike Maintenance	20	\$ 443	\$ 239	\$ -	\$ 682	\$ -	\$ 682
	Direct Expenses (See Detail Sheet)	0	\$ -	\$ -	\$ 5,325	\$ 5,325	\$ -	\$ 5,325
		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D	Program Management and Coordination	154	\$ 5,402	\$ 9,534	\$ 8,000	\$ 22,935	\$ 1,494	\$ 24,429
	Ongoing Project Management	124	\$ 4,508	\$ 7,956	\$ -	\$ 12,463	\$ 1,246	\$ 13,710
	Graphic Design	30	\$ 894	\$ 1,578	\$ -	\$ 2,472	\$ 247	\$ 2,719
	Contingency for full contract	0	\$ -	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000
		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL Tasks/Deliverables		2485	\$60,684	\$37,683	\$49,131	\$147,498	\$1,494	\$148,992