

**AGREEMENT WITH SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS
FOR DESIGN PROFESSIONAL SERVICES
FOR
Delaware Street Safe Routes to School Corridor Bicycle Improvements Project**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS**, a corporation, ("CONSULTANT"), whose address is 636 9th St, Oakland, CA 94607:

RECITALS:

- A. CITY desires certain professional design services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these professional design services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement and be completed by December 31, 2026.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee in an amount not to exceed \$290,980, pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent CONSULTANT as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT's negligence, recklessness or willful misconduct to the maximum extent permitted by state law. To the extent permitted by Civil Code section 2782.8, CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONSULTANT'S duty to indemnify shall survive expiration or early termination of this Agreement.

SECTION 12 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any

applicable law or ordinance.

SECTION 16 – SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 17 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its sub-consultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	<i>Sang Hee Cho City of San Mateo 330 W 20th Ave San Mateo, CA, 94403</i>
To CONSULTANT:	<i>Sandis Civil Engineers Surveyors Planners Attn: Nate Levine 636 9th St Oakland, CA, 94607</i>

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Brad Underwood	Date
Interim Public Works Director	

Jeff Setera
Its Authorized Agent
President

If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE
OFFICER
(if necessary per the above)

Linh Nguyen
Assistant City Attorney

Tony Brubaker CFO	Date
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Attachments:

Exhibit A: Scope of Services
Exhibit B: Payment Rates
Exhibit C: Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A: SCOPE OF SERVICES

Task 1 - Project Management and Coordination

Upon NTP, Our team will schedule a kick-off meeting to establish lines of communication with City staff to discuss scope of work, schedule, and budget. We will also request and compile available information from the City ahead of developing a Detailed Work Plan to confirm alignment with the City's goals for the project. We will meet with City staff regularly and will provide project management services, including meeting agendas and notes, maintaining the project schedule and budget, invoices, and regular communication with the City. Our services will induce the following:

- Ensure efficient, coordinated project development high-quality delivery within budget and on schedule. Manage the project, including subconsultants, and keep the City informed. Represent the City, with approval, in communications with external agencies.
- Provide key personnel as proposed, no reassignment without City approval. Submit monthly progress reports, including completed activities, upcoming tasks, issues, mitigation actions, project decisions, updated schedule, budget status, work completion, and essential project details.
- Submit baseline and monthly progress schedules, highlighting key permits and approvals needed for design and construction facilitation.
- Participate in virtual and in-person meetings with the City, including kick-off, bi-weekly progress reviews, design submittal presentations, and other meetings as outlined in the scope of services.

Deliverables:

- *Scope of work*
- *Schedule*
- *Budget/Invoices*

Task 2 - Community Outreach and Engagement

Leshner Planning & Transportation (LPT) will lead Task 2 in close coordination with City Staff as well as support from the larger Sandis team, with the goals of raising awareness about the project, gathering information on existing conditions, evaluating potential improvements, and overall, developing a community-supported project.

Task 2.1 Community Engagement Plan

As a first step, LPT will review relevant recent community engagement activities and summaries from other planning efforts such as the 2020 Bicycle Master Plan. LPT will then work collaboratively with City Staff and Sandis to develop an engagement plan that meaningfully engages key stakeholders (e.g., local businesses, schools) and community members and sets the project up to be responsive to community needs. The public engagement plan will identify specific engagement tools, events, approaches to advertising events/tools, etc., to support the project.

We anticipate planning 2-3 engagement phases to collect feedback on:

1. Existing conditions, gaps, opportunities
2. Potential proposed improvements
3. The draft project

(Note: tasks 1 & 2 may be combined based on feedback from City staff.) We assume that the final engagement plan will be based on one round of consolidated comments on a draft engagement plan.

Task 2.2 Community Engagement Activities

For scoping purposes, we have assumed the following activities, which will be refined and finalized as part of developing the Community Engagement Plan in Task 2.1:

- Stakeholder meetings – LPT will plan and lead two (2) meetings with relevant stakeholder groups such as local schools (i.e., Fiesta Gardens International School and George Hall Elementary School) and/or businesses (e.g., SurveyMonkey). We assume one meeting would occur virtually and one would occur in person.
- Workshops (2) – LPT will plan for and lead one (1) virtual and one (1) in-person 2-hour workshop (or public meeting), with day of support from City staff and Sandis staff.

- Outreach materials – LPT will develop outreach materials (e.g., graphics, flyers) based on Sandis’s drawings, with input/review from City Staff.
- Project webpage content – LPT will work with Sandis to develop website copy and images/documents to post to the City’s website to inform the community about the overall project and provide project updates. We assume preparing up to 2 website copy/materials updates.

Task 2.3 Documentation

LPT will summarize and analyze feedback from participants at the conclusion of the community engagement process and document outreach activities, findings, and results in summary memorandum. The final outreach memo will be based on one round of consolidated comments on the draft memo.

Optional Task 2A – Demonstration project

If selected by the City, the Sandis team can develop a detailed scope and fee estimate for planning and implementing a demonstration project, e.g., temporary Class IV separated bikeway. This type of event would help show the community what a potential proposed project would look like and how it would operate and could help educate the public about a newer bikeway facility type.

Optional Task 2B – Standalone project website

If selected by the City, our team can develop a specific scope and fee to create a standalone project website with additional functionality such as a map survey tools, comment collection, text message surveys, and more. The project website would serve as a virtual open house, and offer interactive features to engagement the community and solicit feedback. In our experience, this type of website may be beneficial for the project but not an outright requirement. Our team recommends discussing and refining the needs/goals of the website upon selection or at the project kick off.

Optional Task 2C – Pop-up events

If selected by the City, LPT will plan and lead two (2) in-person pop-up events with support from Sandis staff. Pop-up events or tabling at local events could occur at the Hillsdale Caltrain Station, Bay Meadows Park, the County Event Center or other local gathering places in the study area.

Optional Task 2D – Online survey

If selected by the City, LPT will develop an online survey to collect feedback on existing conditions and/or proposed improvements. Once the survey is closed, LPT will summarize survey results.

Task 3 – Caltrans Approval (ROW Authorization)

Sandis will prepare complete Plans, Specifications, and Estimates for work within Caltrans right of way so that the improvements at S Delaware St and 19th Ave can be reviewed, approved, and permitted by Caltrans for construction, if needed. It is assumed that these improvements would be limited to striping only, and would provide a transition from the Class IV facility on Delaware, to the intersection, as part of an interim condition. We assume that only 1-2 plan sheets would be required for this.

Task 4 – Site Investigations including Geotechnical, Survey, and Utility Potholing

Our team will conduct preliminary site investigations that support the design and construction of project improvements, related to the sidewalks, intersections, and roadway.

This includes the following:

Task 4.1 Geotechnical Investigations and Recommendations

Ninyo & Moore will provide subsurface exploration consisting of four borings up to 5 feet deep and preparation of a geotechnical report with recommendations for replacement pavement/sections for a determined traffic index. It is assumed that boring permits will not be needed due to the depth of exploration and encroachment permits for the exploration will be provided at no cost to Ninyo & Moore. Costs for analytical testing, exploration traffic control, and drilling subcontractor have

been added as reimbursable expenses. Recommendations will include specific locations and treatment types and are assumed to be the following:

- 19th to Pacific (PCI 38) – 2" Grind and Overlay with 6" Deep Base Repairs
- Pacific to 450' south of 25th Ave (PCI 61) – 2" Grind and Overlay
- 450' south of 25th Ave to 28th Ave (PCI 69) – Slurry

Work related to this task will be tracked and invoiced under a unique task, Task 4.1

Task 4.2– Topographical Survey and Base Mapping

Sandis will perform a topographic field survey to gather the necessary information and detail for the design of the Project along S Delaware St, between 19th Ave and Pacific Blvd. The boundary shall establish City right-of-way and be used to confirm that all improvements are within the City's right-of-way. Sandis will use an aerial drone to collect information for the overall corridor; a topographic field survey will occur at the signalized intersections or at locations where new curb ramps will be provided. It is assumed that detailed elevations and underground information are not needed outside of the intersection/curb ramp improvement locations.

Existing right of way will be based upon available maps and deeds on file in the County public records and Caltrans maps. We will include and show plottable easements, if any, and right-of-way lines with length and bearing (including reference on basis) on each boundary course. A Preliminary Title Report with referenced documents will be ordered if needed.

Sandis will conduct fieldwork, office calculations, and drafting to produce a topographic survey of the project area at a 1" = 20' Scale. This survey will show the location and sizes of existing trees (Driplines will be assumed), grade breaks, high points, low points signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, vegetated or landscaped areas (including bushes, etc), USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes within the project area(s). Field measurements of inverts of accessible and unobstructed visible catch basins, area drains, storm drain manholes, and sanitary sewer manholes will be shown.

Elevation spot grades and/or the combination of contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes. Elevations collected by ground surveys will be shown to an accuracy of 0.01' (one hundredth) of a foot. Heavily brushed areas will be defined at the perimeter. Brush clearing will be the responsibility of the client if ground elevations need to be collected in those areas. Existing elevations shall be shown at a maximum of 100-foot cross sections. Spot elevations shall be shown at all points of vertical or horizontal change (grade break). Elevations will be based on available NGS or locally published benchmarks.

Utility information will be based on surface evidence located in the field and the solicitation of the records of the various utility providers. Sandis will coordinate directly with the utility providers to achieve this. Sandis will issue an underground service alert to field-verify the data provided by various utilities, particularly where there may be conflicts with proposed pole and conduit locations.

Mechanical detection of existing high-risk utilities will also be provided. Potholing can be provided at an additional expense. We recommend utilizing non-invasive utility locating methods first, utilizing potholing at critical and congested locations.

Deliverables:

- *Geotechnical report*
- *Topographic base map including utility information*
- *Utility report*

Task 5 – Preliminary Engineering

30% Design Plans

Task 5 will include preparing 30% design plans (PDF) which will encompass plan layouts, typical sections, details, and budget-level construction cost estimates. The outcomes of Task 2 (Community Outreach and Engagement) and the selected design and operations alternative will be integrated into the preliminary engineering phase. Additionally, our team will explore connections to existing or potential future bicycle facilities within the city, including but not limited to 28th Avenue (between El Camino Real and Delaware Street) and 19th Avenue (between Pacific Boulevard and Fashion Island Boulevard).

Sandis will prepare a Basis of Design to support and document design decisions used to prepare the 30% Design Plans. Our process will consist of the following:

- Identify site constraints, including necessary curb ramp replacements, areas of ponding, impacts to private driveways, and other improvements to support successful reconstruction.
- Identify existing utility conflicts and suggest utility relocation as needed, coordinating with third-party utilities in accordance with franchise agreements and addressing potential schedule impacts.
- Create 30% design drawings outlining proposed improvements and work limits.
- Determine the scope of traffic signal modifications required for the preferred alternative and provide preliminary layouts. Preliminary signal layouts will be based on utility research and locating to mitigate or identify utility conflicts.
- Design bicycle facilities and connections, specifying materials (or parking separation) for separating vehicles and bicyclists.
- Incorporate the above into a Basis of Design (BOD) and conduct a workshop attended by Public Works management for acceptance before proceeding with detailed design work.

Deliverables:

- *30% design submittal including plans, specifications outline, and cost estimate*
- *Basis of Design (BOD) report*
- *Technical review workshop agenda and minutes*

Task 6 – Preparation of Detailed Plans, Specifications, and Cost Estimates (PS&E) for Construction

Sandis will advance the 30% design plan layout, as developed in Task 5, to the final construction documents. This process will involve creating 90% and final construction contract documents. Each submittal will include plans, specifications, and estimates. Sandis will utilize City of San Mateo bidding documents (bid list) throughout the process.

The design documents will encompass all necessary traffic signal modifications essential for the existing traffic signals to function properly, as identified in the preferred design alternative selected during Task 5.

This includes an array of critical components, such as upgrades to signal poles and mast arms, the implementation of multi-modal detection systems, emergency vehicle preemption, and potentially closed-circuit television (CCTV). The plan set will include information on existing traffic signal cabinets and their contents, conduits, conductors, and phase diagrams.

Furthermore, the consultant will address the civil engineering aspects required to implement the signal operations and other corridor improvements outlined in the preferred scenario.

This may include improvements such as:

- Median cutback
- Pedestrian refuges
- Pavement restoration/rehabilitation
- New or reconstructed ADA curb ramps,
- Class IV Separation

We assume that following plans (but not limited to) will be needed:

- Demolition Plans
- Layout Plans (Pavement Improvements Extents)
- Grading Plans
- Electrical and Signal Plans
- Signing and Striping Plans
- Construction Details

We assumed that the City's Traffic Consultant will prepare signal timing cards for any changes to the corridor signal phasing and timing. Sandis will coordinate with the Traffic Consultant to ensure that the design and operations are congruent.

Depending on the selected layout and improvements, stormwater management and treatment may be needed. Sandis is experienced with treatment requirements and practices and can provide this, if identified, as an additional service.

Our work approach for Task 6 is the following:

- Communicate with various agencies and utility companies as necessary to obtain information, and coordinate other activities required to complete the scope of services.
- Present in-progress plans at the biweekly progress meetings with the City, if requested.
- Prepare and submit plans, specifications, and cost estimates for the 90% design development milestones.
- Prepare for and facilitate a design review with City staff.
- Prepare and submit final construction contract documents incorporating all comments from previous reviews.
- Prepare plans using AutoCAD and plot at appropriate scales on 22-inch x 34-inch sheets.
- Write specifications in the format of Caltrans standard specifications 2018 version. The City will provide standard City general conditions for consultant's use. Prepare all special provisions and technical specifications required for construction in a manner that integrates clearly with City and Caltrans specifications. Review general conditions and coordinate any proposed changes with City. This project may utilize federal funds for construction; write specifications accordingly.
- Develop a schedule of bid items to address all required contract work and prepare clear specifications for measurement and payment. Provisions for alternate items may be considered as an approach to keep the project within budget.
- Identify any physical work required for project implementation outside of the construction contract and provide recommendations for procurement methods.
- We assume that consolidated comments will be issued after each City review. Sandis will provide responses to these comments as part of the subsequent submittal.

Deliverables:

- *90% PS&E submittals in electronic format (MS Word, Excel, and PDF)*
- *Technical review workshop/meeting*
- *Final bid documents: submit original stamped drawings and complete contract book including bid documents, general conditions and special provisions in electronic format (MS Word and PDF, plans in AutoCAD and PDF)*
- *Final quantity estimates, quantity calculation sheets, final construction cost estimate submitted in the format of the schedule of bid items in electronic format (MS Word and PDF), including detailed construction cost estimate documentation*
- *Other documentation as needed to clarify design and contract approach*

Task 7 – Bidding Support

Our team will provide support during the bidding process, including but not limited to attending the pre-bid meeting, and preparing draft addenda or clarifications documents.

Deliverables:

- *Contract addenda, if needed, for distribution by City*
- *Written responses to bidder's questions for distribution by City during bid phase*

Potential Additional Tasks

The following task can be provided as an Alternate or Additional service, if requested.

Alternate Task 1 – Engineering Services During Construction

Sandis can provide design support during the construction of the project, including but not limited to attending the pre-construction meeting, assisting with review and preparation of responses to contractor Requests for Information, assisting

with review and preparation of responses to contractor submittals, assisting with preparation of contract change orders, participating in the final walk through, and assisting with preparation of the punch list. Construction Support.

- Attend the pre-construction meeting to respond to questions concerning the PS&E
- Review and prepare response to Request for Information (RFI) from the contractor
- Review the Contractors submittals and shop drawings for compatibility with design
- Assist the City in preparing the Contract Change Orders (CCO), if needed
- Participate in the final walk-through of the constructed project
- Perform final review/evaluation and assist with the preparation of the punch list of work deficiencies
- Prepare Record Drawings (As-builts)

EXHIBIT B

PAYMENT RATES

CITY OF SAN MATEO DELAWARE STREET SAFE ROUTES TO SCHOOL CORRIDOR BIKE INTRASTRUCTURE PROJECT	Sandis							Ninyo & Moore					Leshner Planning & Transportation		Task Hours	Total Task Fee	
	Sandis PIC/QA/QC	Sandis PM	Sandis PE	Sandis DE	Sandis Eng. Tech	Sandis Survey PM	Sandis Proj Surveyor	Principal	Project Manager	Senior Staff	Admin Assistant	Lab Technician	Principal	Fee Allowance			
2023 Hourly Charge Rate*	\$300	\$215	\$170	\$130	\$135	\$215	\$145	\$220	\$195	\$180	\$75	\$110	\$195				
Task 1 Project Management and Coordination																116	\$24,400
Schedule Updates	2	10	10												22	\$4,450	
Budgeting/Invoicing	2	12													14	\$3,180	
Project Meetings and Support	4	50	10										16		80	\$16,770	
Task 2 Community Outreach and Engagement																242	\$43,330
2.1 - Prepare outreach plan		4											16		20	\$3,980	
2.2 - Stakeholder meetings and Workshops (2 each)		28			6								44		78	\$15,410	
2.2 - Project website content and materials (Concepts)		20	16	28	36								20		120	\$19,420	
2.3 - Documentation		4			4								16		24	\$4,520	
Task 3 Caltrans Approval (ROW Authorization)																20	\$3,260
3.1 - Caltrans Permitting and Support		4	8	8											20	\$3,260	
Task 4 Site Investigations including Geotechnical, Survey, and Utility Potholing																150	\$69,950
4.1 - Geotechnical Investigations, Testing and Report								5	20	20	6	21		\$5,500	72	\$16,860	
4.2 - Topographical Survey and Base Mapping		8			32	18	16							\$30,000	74	\$42,230	
4.2 - Utility Locating and Pot Holing Allowance		4												\$10,000	4	\$10,860	
Task 5 Preliminary Engineering																278	\$44,350
5.1 - 30% Design	4	32	48	68	60										212	\$33,180	
5.2 - Basis of Design	2	18	18	28											66	\$11,170	
Task 6 Preparation of Detailed Plans, Specs, and Cost Estimate for Construction																635	\$99,570
6.1 - 90% PS&E	4	62	104	140	92										402	\$62,830	
6.2- 100% PS&E	4	30	48	66	48										196	\$30,870	
6.3 - Pavement Rehabilitation Design	1	6	8	10	12										37	\$5,870	
Task 7 Bidding Support																36	\$6,520
Contract Addenda		8	4	4											16	\$2,920	
RFI Response and Support		8	8	4											20	\$3,600	
Totals	23	308	282	356	290	18	16	5	20	20	6	21	112		1477	\$285,880	
Project Expenses														\$2,000		\$2,000	
Outreach Materials													\$3,100			\$3,100	
Total																	\$290,980
Optional Tasks																	
Task 2.A: Pop-up Events (2)														\$5,000		\$5,000	
Alt. Task 1 - Engineering Services During Construction														\$30,000		\$30,000	
Totals																\$35,000	
Notes:																	
1. Hours and staff assignments may be adjusted by the consultant as needed to implement the tasks described during the course of the project.																	
2. Rates are subject to annual rate adjustments																	

EXHIBIT C

INSURANCE REQUIREMENTS

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 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT 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 CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

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

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days’ prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT 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 City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT 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.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.