

**AGREEMENT WITH BKF ENGINEERS  
FOR DESIGN PROFESSIONAL SERVICES  
FOR**

**EL CAMINO REAL AT STATE ROUTE 92 LANDSCAPING IMPROVEMENTS**

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 BKF Engineers, a California corporation, ("CONSULTANT"), whose address is 1730 N. First Street, Suite 600, San Jose, CA 95112:

**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 in accordance with the usual and customary manner observed by similar professionals that are performing similar services as the project defined by this Agreement (the Standard of Care).

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 on the date of execution of the agreement and be completed on or about March 31, 2021.

#### **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, on a time and expenses reimbursement basis, in an amount not to exceed \$327,520, 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. The CITY shall, to the fullest extent permitted by law, indemnify, defend and hold the CONSULTANT harmless from and against any and all claims, liabilities, losses, damages, costs and fees (including reasonable attorney fees) arising from any unintended use or from any modifications made to the instruments of professional service by the CONSULTANT.

#### **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.

## **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, 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: Brad B. Underwood  
Public Works Director  
City of San Mateo  
330 W. 20<sup>th</sup> Avenue  
San Mateo, CA. 94403

To CONSULTANT: BKF Engineers  
Attn: Gordon C. Sweet, PE  
Vice President  
1730 N. First Street, Suite 600  
San Jose, CA. 95112

## **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.

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

CITY OF SAN MATEO

CONSULTANT

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Brad B. Underwood  
Public Works Director

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Gordon C. Sweet, PE  
Its Authorized Agent  
Vice 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)

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Caio Arellano  
Assistant City Attorney

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Natalina V. Bernardi, PE  
Principal/Vice President

### **Attachments:**

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

## EXHIBIT A - SCOPE OF SERVICES

BKF Engineers (BKF), and our landscape architect Gates and Associates (Gates), propose the following scope of services (including optional services) for the City of San Mateo's (City) El Camino Real at State Route (SR) 92 Landscaping Improvements (Project) based on the RFP, our understanding of the project goals, objectives, requirements and schedule, and our experience in project type working with the State of California Department of Transportation (Caltrans). BKF understand the City desires to develop landscaping improvements that meet the requirements of applicable laws, regulations, permits, and Caltrans standards, meet schedule and budget constraints, promote greenhouse gas reduction, storm water treatment, energy efficiency, and climate change resiliency, and consider creative approaches for achieving desired results and objectives.

BKF's Primary Scope of Services detailed below in Section A, are based on the following overall and key understanding, approach and assumptions; for the purpose of this scope of services narrative, "Phase 1" is used to describe the highway work associated with the recently completed construction of the SR92/SR 82 Interchange (EA 04-235524), and "Phase 2" is used to describe proposed landscape work associated with this proposal of the El Camino Real at State Route (SR) 92 Landscaping Improvements (Project):

- Phase 1 Interchange Modifications at SR 92/SR 82 removed approximately 300 mature trees.
- The Project will restore "as many" trees in Caltrans right of way to restore the urban forest, enhance aesthetics, and offset greenhouse gas emissions. Additional landscaping may be implemented on adjacent City right of way to improve aesthetics on the neighborhood side of the soundwalls.
- The overall project's environmental document (initial study with negative declaration) identified Highway Planting as an avoidance, minimization, and/or mitigation measure:

*Replace trees and plants that are removed, to accommodate construction of the project, at a density sufficient to create an equal amount of screening and green cover at maturity. Replacement highway planting, with plant establishment period, should be provided to offset visual impacts and ensure proper establishment and growth of new replacement landscape plants.*

- While although a specific implementation schedule or timeframe was not identified in the environmental document (ED), it is understood that the Phase 2 measures *should* be implemented within 2 years of construction close-out.
- The BKF Team will coordinate, develop, and process California Environmental Quality Act (CEQA) categorical exemption (CE) environmental clearance and approved construction documents (PS&E) through Caltrans via their encroachment permit (EP) process since the project is non-controversial, will not involve changes to State R/W, will not require an environmental impact report (EIR), and costs are assumed to be <\$1m. In the event costs exceed the threshold and/or Caltrans does not allow the project to follow the EP process, the BKF Team will alternatively process the Project through the permit engineering evaluation report (PEER) process.
- Although we understand Phase 1 did (or will) involve federal funding prior to close out, it is assumed the Phase 2 is separate, will involve local and/or non-federal funding or grants, and therefore the Project will not be "federalized," nor require National Environmental Policy Act (NEPA) clearance.
- The Project assumes clearing and grubbing, light grading/contouring, landscaping and irrigation improvements, and the supporting design, sheets, and documentation to complete the PS&E and achieve project approval from Caltrans, but will exclude modified and additional post-construction stormwater treatment improvements (C.3) as it is understood and assumed Caltrans developed and placed low impact design (LID) permanent best management practices (BMPs) during Phase 1 "to the maximum extent practicable," thereby complying with their NDPES permit requirements at that time. No additional impervious areas are proposed in the Project, and under the current NPDES permit requirements, landscaping projects are exempt and will not require permanent BMPs.
- Material that contains aerially deposited lead (ADL) may exist within all 4 quadrants (loop and diagonal ramps) in average concentrations that may be considered as California hazardous waste. Affected earthwork (i.e. resulting from light grading/contouring, trench/planting excavation or roadway excavation) may require transportation and disposal at an appropriate facility.
- While although needed, construction support, including scope and services to be provided by the BKF Team, will be deferred (as an amendment to this scope) to a future date once the project improvements, funding, and schedule details are developed and better-understood.

As a first order of work – a focus/coordination meeting is recommended with the City, the BKF Team, and Caltrans (Project Management, Landscaping, Environmental, Maintenance, Design and Traffic Safety) to discuss:

- the history (PA&ED) and work completed (PS&E);
- the close-out status and funding disposition of Phase 1;
- the schedule requirements for Phase 2 implementation;
- the environmental clearance requirements for Phase 2;
- the proposed scope of work for Phase 2; and
- the process and requirements (including EP/PEER, documentation such as amendments to maintenance agreement, and project sponsor/development team) necessary to streamline and expedite project approval delivery and construction.

This meeting and discussion will offer an opportunity to present the landscaping concept and limits (presented in our RFP) to help confirm our Primary Scope of Services assumed, determine the environmental clearance necessary, and the reconcile the process (and requirements) to be followed; as a byproduct, the meeting will also help identify and/or trigger the need for Optional Services that are summarized in Section B, below.

## **A. PRIMARY SCOPE OF SERVICES**

### **1. Task 1: Project Management / Coordination**

- Supervise, Coordinate, Develop, Monitor, and Manage Design and Project Delivery and Coordinate with Other Design Consultants and Team Members (City, Caltrans, Utility Owners) to Ensure Free and Timely Flow of All Information - Be responsible for detailed management of the project, including any Subconsultants, and keep the City apprised of the status of the project. Represent the City, with City's input and approval, in communications with Caltrans and other external agencies as needed to deliver the project.
- Coordinate with Caltrans staff to ensure plans and specifications meet current Caltrans landscape standards and policies, facilitate timely reviews and comment turnarounds, obtain project approvals, and prepare and submit documentation required to obtain Caltrans encroachment permit.
- Assure Compliance with Other Federal, State and Local Codes and Standards
- Develop and Update (monthly) Critical Path Method (CPM) Schedule -.
- Attend Coordination Meetings (meeting focus/attendees can be adjusted; assume 6 total)
  - ✓ Kick-Off Meeting ("Focus/Coordination" Meeting with Caltrans/City)
  - ✓ Focus Meeting #1 (Design Submittal Review/BOD)
  - ✓ 30% Joint Resolution Team (JRT) Meeting with Caltrans/City
  - ✓ Focus Meeting #2 (Open/TBD)
  - ✓ 90% JRT Meeting with Caltrans/City
  - ✓ 100% JRT Meeting with Caltrans/City
- Prepare Meeting Correspondences (Agenda, Minutes, Action Items)
- Prepare and Submit Budgets, Monthly Project Progress Reports and Invoices
- Establish and Implement Quality Control Procedures
- Prepare and Attend Public Meetings (See Optional Services) Ensure an efficient and coordinated project development process, the delivery of a high quality product, and development of the project components within budget and on schedule

Deliverables:

- CPM Baseline schedule and Updates (Monthly)
- Monthly project progress report with invoice
- Meeting agendas, minutes, action items, and design submittal presentation/exhibits

### **2. TASK 2: Preliminary Engineering**

Task 2 will consist of establishing the basis of design (BOD) memo as part of the preliminary engineering concept to be used in subsequent tasks of this project. The objective is to establish design requirements, goals, standards and goals, in order to build project consensus with the City and Caltrans prior to proceed with design development. Task 2 will be conducted concurrently with some of the subtasks discussed in Task 3; namely obtaining/compiling reports, supplemental information and mapping. The BOD will include an updated design concept used as a benchmark for final design.

- Basis of Design Memo (BOD). - Collaborate with City, Caltrans and Consultant Team to obtain input to confirm design requirements, standards and policies for incorporation in memo.
- Submit BOD memo to City and Caltrans for Review; Update and Finalize for acceptance prior to proceeding



with detailed design work.

Deliverables:

- Draft and Final Basis of Design memo

**3. Task 3: Preparation of Detailed Plans, Specifications, and Estimates (PS&E) for Construction.**

***3.1 Task 3.1: 30% PS&E***

In conjunction with the preparation of the BOD, Task 3.1 will consist of compiling and reviewing existing data pertinent to the Project. Also included are planning phase activities, identifying and requesting supplemental information and surveys, conducting site visits/field review, coordination with the Phase 1 work, and obtaining information and requirements related and supporting the landscaping and irrigation improvements.

Preparation of the 30% PS&E will be a continuation of preliminary engineering and BOD exercise discussed in Task 2, and be updated by as-built survey and site conditions, and culminate in a PS&E, along with supporting technical reports/memoranda. The work will include the following:

- Communicate with Various Agencies and Utility Companies as Necessary to Obtain Information/Permits. Review/Research Pertinent Documentation and Obtain/Review Existing As-builts/Record Drawings Including, but not limited to the following:
  - ✓ EIR (dated 6/2014)
  - ✓ SR 92/SR 82 Interchange Project PS&E (dated 12/2015)
  - ✓ Approved SWDR (dated 6/2015)
  - ✓ Current Right of Way Record Maps
  - ✓ Current City/Utility Record/Block-Mapping
- Prepare/Submit/Obtain Caltrans Encroachment Permit for Investigations (Permit Fees for Caltrans EP are Assumed Waived)
- Request and Compile Caltrans' CADD Basefiles (AutoCAD or MicroStation Format), Including Record (as-built) Survey Control, Aerial Planimetric Mapping (Topo), and Phase 1 Civil/Geometrics, Drainage, Utilities, Striping, Signal, Structures (Retaining Walls), and PS&E Cut-Sheets (L-1 through L-4).
- Conduct Supplemental Topographic Land Surveys/Control and Verify Map Features and As-Built Conditions - BKF will establish survey control based on Caltrans Project Control and conduct field control traverse and collect field data prior to reduction (AutoCAD) to supplement and verify as-built conditions in the 4 primary areas of proposed planting (quadrants); 5 days of a 2-man survey crew (party chief and chainman) is assumed.

Supplemental topo survey to support the proposed landscape improvements will focus on edge of pavement, drainages swales/inlet structures, remaining trees, existing utilities or lighting appurtenances, and topographic grade (elevations). Points will be reduced and converted to either AutoCAD or MicroStation format and integrated into the design base sheets (as discussed above and provided by Caltrans)

All surveying and mapping will be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 of the Business and Professions Code, the California Coordinate System, and Sections 8801 through 8819 of the Public Resources Code. Based on Sheet PC-1, basis of elevation is the North American Vertical Datum of 1988 (NAVD 88) and basis of bearings and coordinates is the California Coordinate System (CCS) 1983, HGN Epoch 1991.35, Zone 3.

- Update Base Sheets with Record Information (Right of Way, Utilities and As-Builts) and Supplemental Topographic Survey Information and Prepare base/layout Cut-Sheets.
- Conduct Site "Inventory" Visits to Field-Truth Existing Conditions (i.e. Irrigation Plans/Systems Previously Installed by Caltrans)
- Prepare Storm Water Data Report (Short-Form Assumed)
- Prepare 30% PS&E in AutoCAD or MicroStation Format With the Following Sheets:
  - ✓ Title Sheet
  - ✓ Construction Detail/Layout Sheet
  - ✓ Utility Sheets
  - ✓ Planting Plan/Legend Sheet based on BOD
  - ✓ Plant List Sheet based on BOD

- ✓ Irrigation Plan based on BOD

The primary goal of the 30% PS&E is to convert the BOD concept into the basic construction documents to establish concept, footprint, identify necessary specifications, update preliminary costs, and determine additional design coverage that will need to be added/developed in subsequent submittals. The 30% PS&E will be used to support the CEQA CE process (see optional services) and will be circulated for review/comment to the City.

Under the EP/PEER process, Caltrans will not typically accept/review plans until they are at a “final” design level (often 90% or higher); at a minimum - we will request an informal (over the shoulder) review/comments of the 30% PS&E package from CT Landscaping. This strategy has been successful in facilitating early-review and streamlining subsequent PS&E packages through District 4.

30% Engineer’s Estimate – Calculate quantities and develop preliminary-level schedule of bid items to address all required contract work

- Specifications – Compile/prepare preliminary-level Caltrans Standard Special Provisions (SSPs) and Non-Standard Special Provisions (nSSPs) based on 2018 Caltrans Standard Specifications (CSS) and “current” Revised Standard Specifications (RSS).
- Perform In-House Quality Control Review (BKF and Gates) and Incorporate Comments
- Assemble and Submit Task 3.1 30% PS&E Package to City for Review; a set will be shared directly with CT Landscaping for informal (concurrent) review and comments.

#### Deliverables:

- 30% Plans (22”x34”), Specifications, and Estimate – 5 Hard Copies to City, and electronic format (PDF, MS Word, or MS Excel); a hard copy or electronic set will be shared directly with Caltrans Landscape for their Informal Review.
- Reports/Memoranda:
  - ✓ 30% Landscaping/Irrigation Memo, Including Planting Palette.
  - ✓ Draft CEQA CE (Notice of Exemption and memorandum for review and comment)

### **3.2 Task 3.2: 90% PS&E**

Task 3.2 will consist of developing the previous 30% PS&E activities to determine/finalize landscaping/irrigation elements and other supporting civil, traffic and Caltrans process requirements in order to complete the specifications, construction quantities, cost estimates, and permit requirements for the Project. Task 3.2 will commence upon receipt of 30% comments.

- Upon receipt of 30% design plans comments from the City and Caltrans, the BKF will review, resolve, and incorporate the comments. BKF will provide the comment responses in written form, including justification for any comments not incorporated. BKF will hold a comments joint resolution team (JRT) meeting with the City and Caltrans to quickly and dynamically resolve any outstanding issues prior to updating the PS&E package.

Any Comments on the CEQA CE will be addressed and resolved at this time before finalizing, signing and submitting the environmental document. It is assumed the City will file the notice of exemption (NOE) at the County and cover the County filing fee. See optional services for more information.

- Prepare 90% “final” design construction contract documents incorporating all comments from previous reviews and further-developing/refining the PS&E package. Planting and irrigation design will be finalized and remaining areas, details, tables, and quantities will be incorporated, along with the civil/traffic sheets; It is assumed the following sheets will be *updated* and/or **added** to reflect the construction and City/Caltrans plan requirements and coverage for comprehensive and biddable construction documents:
  - ✓ *Title Sheet*
  - ✓ **Typical Sections**
  - ✓ **Project Control (Survey)**
  - ✓ *Construction Detail/Layout Sheet*
  - ✓ **Other Construction Details (Contour Grading)**
  - ✓ **Temporary Water Pollution Control (TWPC) Plan\***
  - ✓ **Drainage Layout, Profile and Detail Sheets (if minor adjustments are needed for inlets or**

swales)

- ✓ *Utility Sheets*
- ✓ **Construction Area Sign Sheet**
- ✓ **Traffic Handling/Stage Construction Sheet**
- ✓ *Planting Plan/Legend Sheet (including erosion control components)*
- ✓ *Plant List Sheet*
- ✓ **Planting Quantity Sheet (If Required)**
- ✓ *Irrigation Plan*
- ✓ **Irrigation Sprinkler Schedule Sheet**
- ✓ **Irrigation Details Sheet**
- ✓ **Irrigation Quantities Sheet (If Required)**
- ✓ **Other Quantity Sheets (If Required)**

\* In support of the temporary water pollution control (TWPC) quantities, Caltrans has previously requested a preliminary TWPC Plan (preliminary storm water pollution prevention plan (SWPPP) or water pollution control plan (WPCP)) as information/backup. These sheets will be developed/provided in the 90% PS&E, but will not necessarily be included in the advertised PS&E bid set to the contractor.

The construction documents will generally adhere to the Caltrans Plans Procedure Manual (PPM) and Drafting Standards, but since this is an EP project (and not a design oversight project), it is assumed Caltrans will not require formal computer aided design and drafting (CADD) approval, and/or conversion into MicroStation format. Depending on individual Caltrans reviewer and comments received, separate (standalone) additional sheets/disciplines may be required, however the sheets assumed above have been selected to meet the minimum construction requirements for successful implementation of the project improvements with the understanding this is an EP/PEER Project for which advertisement, award, and administration (AAA) will be implemented by the City of San Mateo.

- Storm Water Data Report (SWDR) Short-Form - The project is not anticipated to add any new impervious area, though may have several acres of disturbed soil area (DSA). As the project is landscaping in nature and does not add an acre or more of net new impervious surfaces, it is assumed that the project is exempt and not required to consider incorporation of new or additional permanent storm water treatment best management practices BMPs. However, the project will still need to comply with Caltrans Storm Water Management Plan (SWMP) specification requirements; the SWMP requires the project to comply with the CALTRANS statewide National Pollution Discharge Elimination System (NPDES) permit. Coordination will continue through the design phase to discuss storm water quality issues and the application of the appropriate construction site Best Management Practices (BMPs) for temporary controls.

BKF will prepare a SWDR for the PS&E submittal at the 90% and 100% submittals; it is assumed the SWDR will be approved prior to Task 4. The report will focus on the storm water quality issues to construct the project and implementation of appropriate temporary (construction) BMPs. The report will summarize the storm water quality issues of the project and will assess the water quality impacts as a result of the project. As discussed previously - based on efforts conducted during Phase 1, and the nature of the Phase 2 improvements, including the fact that the project generates no new impervious area, the "short-form" SWDR is assumed for PS&E and no post-construction stormwater treatment BMPs are required.

- Traffic Management Plan (TMP) and Lane Closure Reports (LCR) – Based on the nature of the proposed improvements and location of work, long-term traffic handling plans, devices, or detours are not anticipated for construction. Shoulder closures, and an occasional short-term lane closure during permitted hours, are appropriate for the type of construction. It is assumed that the TMP, LCR, and lane closure charts developed (and approved) in the Phase 1 improvements can be re-used or used as a basis for this Project. If required, BKF will prepare the necessary TMP, LCR and request for lane closure authorization from the Caltrans Traffic Management Group, to be integrated into the construction documents, and namely the specifications. The TMP and LCR will be prepared for the 90% PS&E and updated (with any comments) at the 100% PS&E.
- Service Applications for New Water and Electrical Service – In addition to the assumption that the installed irrigation controller (installed during Phase 1) can be reused for Phase 2, the goal will be to utilize existing water and electrical service connections. In the event a new source is needed, the service applications for new water and electrical services will be prepared and submitted.
- Maintenance Agreement – Although landscaping work is in Caltrans R/W, there are elements of the planting along El Camino Real (street tree planting) and/or additional landscaping on adjacent City R/W (to improve

aesthetics on the neighborhood side of the soundwall) which may trigger the need for an amended or new maintenance agreement prior to Caltrans approval and release of the encroachment permit. Revisions to the current agreement at SR 92/SR82 may be warranted, but the objective will be avoiding changes to the city-wide maintenance agreement between San Mateo and Caltrans.

BKF will coordinate with Caltrans and City Maintenance departments, review the existing maintenance agreement, and assist the City in preparing and drafting amendments or a revised (new) agreement for processing. BKF will facilitate the review/approval process between Caltrans and City, and help finalize prior to project approval and encroachment permit release.

- Specifications – Compile City’s general conditions (GC) and special conditions (SC) for consultant’s use and update/finalize all 2018 SSPs and nSSPs required for construction in a manner which integrates clearly with City and Caltrans specifications. Review City general conditions and coordinate any proposed changes.
- 90% Engineer’s Estimate – Coordinate bid items with specifications for measurement and payment, and develop schedule of bid items to address all required contract work; 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 recommendation for procurement method.
- Perform In-House Quality Control Review (BKF and Gates) and Incorporate Comments
- Prepare Design Encroachment Permit Application and/or PEER
- Assemble and Submit Task 3.2 90% PS&E Package/Application to Caltrans and City for Concurrent Review.

**Deliverables:**

- Design EP Application or PEER
- 90% Plans (22”x34”) Specifications, and Estimate – 6 Hard Copies to Caltrans, 5 Hard Copies to City, and electronic format (PDF, MS Word, or MS Excel).
- Coordinated Response to Comments (JRT) Documentation on 30% Review Comments
- Service Applications for new Water and Electrical Services
- Draft Maintenance Agreement
- Reports/Memoranda:
  - ✓ Draft Storm Water Data Report (SWDR) Short-Form
  - ✓ Draft Traffic Management Plan Report (TMP)/Lane Closure Report (LCR) For Lane/Shoulder Closures
  - ✓ Final CEQA CE (NOE) for signature, filing and public review process through the County.

### **3.3 Task 3.3: 100% PS&E**

Task 3.3 will consist of finalizing the PS&E for approval from Caltrans and the City before proceeding with Task 4 (advertisement, bid and award). Task 3.3 will commence upon receipt of 90% comments.

- Upon receipt of 90% design plans comments from the City and Caltrans, the BKF will review, resolve, and incorporate the comments. BKF will provide the comment responses in written form, including justification for any comments not incorporated. BKF will hold a comments joint resolution team (JRT) meeting with the City and Caltrans to quickly and dynamically resolve any outstanding issues prior to updating the PS&E package.
- Prepare 100% “final” design construction contract documents incorporating all comments from previous reviews and finalizing the PS&E package and sheets
- Specifications – Finalize edits to City’s GC, SC, and boilerplate; integrate remaining special provision edits and finalize City and Caltrans into 100% Final specifications.
- 100% Engineer’s Estimate – Update quantities and coordinate bid items with final specification revisions, including resolving add-alt bid items. Prepare final engineer’s estimate and convert to schedule of bid items for specifications
- Perform In-House Quality Control Review (BKF and Gates) and Incorporate Comments
- Prepare Final Design Encroachment Permit Application
- Incorporate comments and complete maintenance agreement for final Caltrans review/approval and signature.
- Assemble and Submit Task 3.3 100% PS&E Package/Application to Caltrans and City for Final Review and Approval.

**Deliverables:**

- Final Design EP Application
- 100% Plans (22"x34") Specifications, and Estimate – 6 Hard Copies to Caltrans, 5 Hard Copies to City, and electronic format (PDF, MS Word, or MS Excel).
- Coordinated Response to Comments (JRT) Documentation on 90% Review Comments
- Final Maintenance Agreement
- Reports/Memoranda:
  - ✓ Final Storm Water Data Report (SWDR) Short-Form
  - ✓ Final Traffic Management Plan Report (TMP)/Lane Closure Report (LCR) For Lane/Shoulder Closures

At the end of Task 3.3, project approval is essentially complete, the Caltrans encroachment permit is signed/released, and the process may proceed to Task 4 (Final Bid Phase and Bid Phase Support). The final bid documents will be compiled with the original stamped drawings and complete signed/stamped contract book including bid documents, schedule of bid items, general conditions and special provisions in both paper and electronic format (MS Word and pdf, plans in AutoCAD and pdf).

#### **4. Task 4: Final Bid Phase and Bid Phase Support.**

BKF will assist the City with the final bid phase by providing bid support during the advertise and award process.

- Attend a pre bid meeting and respond to questions (RFIs) concerning the plans, specifications, and other bid documents prior to bid opening and prepare minor contract addenda, if needed to aid clarity or responses to RFIs.

Deliverables:

- Minor contract addenda, if needed, for distribution by City.
- Written responses to bidder's questions (RFIs) for distribution by City during bid phase
- Conformed set of plans and specifications for construction

### **B. OPTIONAL SERVICES OR TASKS**

Based on the discussions, clarifications, and agreements at our scoping meeting held with the City on Friday, July 26, 2019, and in support of our Primary Scope of Services detailed in Section A, the following Optional Services will remain part of this agreement for design professional services. These optional services or tasks are detailed below to discuss need, trigger and scope/ assumptions/ deliverables; City approval is requested with written authorization or notice to proceed (NTP) prior to commencing with any optional services or tasks.

#### **1. Optional Task 1 – Environmental Clearance Validation**

- **Need:**
  - CEQA - Environmental review for the State Route 92-82 Interchange Project was completed in an Initial Study/Negative Declaration (IS/ND) that was prepared pursuant to the California Environmental Quality Act (CEQA). The IS/ND does not directly evaluate a landscaping plan, and the IS/ND states that landscaping would be a separate project in the future.
  - NEPA - Federal funding (new or prior) may trigger the need for compliance with the National Environmental Policy Act (NEPA), which the adopted IS/ND does not address.
- **Trigger:** The coordination/focus kick-off meeting discussed under Section A (Task 1) with the City, BKF, and Caltrans Landscape and Environmental will reconcile the project assumptions and questions related to current/future funding and project-wide environmental clearance. Environmental clearance requirements will be discussed and a decision made regarding the need for NEPA and/or CEQA, and type of document (i.e. CEQA CE) required.
- **Scope/Assumptions/Deliverables:**
  - **Task 1A – CEQA CE**
    - Prepare a Categorical Exemption per State CEQA Guidelines Section 15304, under the assumptions that:
      - the IS/ND will support the notice of exemption (NOE) and accompanying

memorandum

- no new technical studies or analysis will be required, and
  - the landscape improvements are a separate project and fall under a Class 4 CE consisting of minor alterations to the land, including new landscaping.
  - Prepare an NOE pursuant to Section 15304 of the State CEQA Guidelines, including a memorandum to accompany the Notice of Exemption that briefly describes the compliance of the project with the requirements of CEQA Guideline Sections 15301. The memorandum will also address project compliance with CEQA Guidelines Section 15300.2, which contains limitations on the use of Categorical Exemptions in certain circumstances.
    - Draft NOE and memorandum for review and comment
    - Incorporate Comments and prepare Final NOE
  - City will file the NOE (and cover the filing fees) with the County
  - Coordinate and provide support (documentation, description and project information) to assist environmental clearance/preparation efforts, and will conduct a review/comments of the Draft NOE.
- **Task 1B – NEPA CE**
    - Caltrans will be the lead agency (Caltrans provides oversight and acts as the NEPA lead agency on behalf of federal agencies providing funding
    - Coordinate with Caltrans and complete a Categorical Exclusion pursuant to NEPA and Caltrans requirements; no new technical studies or analysis will be required and the existing information in the IS/ND and associated administrative records will fully support the CE.
      - Draft CE for Caltrans review and comment
      - Incorporate Comments and prepare final CE
    - Coordinate and provide support (documentation, description and project information) to assist environmental clearance/preparation efforts, and will conduct a review/comments of the Draft CE.

2. **Optional Task 2 - Grant/Funding Applications**

- **Need:** Funding to replace (Local, EEM Grant and Federal Demo Grant), supplement, or provide new capital costs for construction of Phase 2.
- **Trigger:** Resolution of Phase 1 budget remaining, determination of engineer's estimate for proposed landscaping/irrigation improvements at SR 92/SR 82, and funding opportunities that are identified.
- **Scope/Assumptions/Deliverables:**
  - Consult, Research and Coordinate with City on Grant Funding Opportunities and Pursuits
  - Assist City with Draft Grant Permit Application
  - Incorporate Comments and Finalize Grant Permit Application
  - Coordinate with Grant Agency during Review and Award

3. **Optional Task 3 - Services during Construction – *Removed* - This will be revisited contingent upon design completion and scope of construction support/administrative services required by the City.**

4. **Optional Task 4 - Public Outreach Support**

- **Need:** Build project consensus and forum for feedback, and provide opportunity for local community to provide input, achieve understanding and raise questions during the design development process.
- **Trigger:** City (Public Works Department) determination on need and number of public outreach meetings necessary.
- **Scope/Assumptions/Deliverables:**
  - Prepare exhibits/graphics to support City outreach efforts and one community meeting
  - Participate/present at one (evening) public outreach community meeting

5. **Optional Task 5 – Additional PS&E Submittal**

- **Need:** Based on similar project experience on landscape mitigation projects, an additional PS&E submittal (following Task 3.3, but prior to Task 4) may be requested by Caltrans District 4 prior to releasing the encroachment permit.
- **Trigger:** Additional comments from Caltrans (or City), funding or schedule delays, or significant changes to design implemented late in design.

- **Scope/Assumptions/Deliverables:**
  - Anticipated scope is comparable to that shown under Tasks 3.1, 3.2, and 3.3, and would involve the following
  - Review Additional Comments, Coordinate, Resolve and Respond
  - Schedule/lead joint resolution team (JRT) Meeting to reconcile additional comments.
  - Incorporate additional comments and Finalize Previous Planting/Irrigation Plans
  - Incorporate additional comments and Finalize Previous Civil/Traffic Plans
  - Finalize Reports (SWDR, TMP, LCR)
  - Update Special Provisions
  - Update the Construction Quantities and Cost Estimate
  - Perform an In-House Quality Control Review and incorporate comments
  - Assemble and submit additional PS&E Submittal

6. **Optional Task 6 – Boilerplate Assistance**

- **Need:** BKF has assumed the Project contract documents will be prepared using Caltrans 2018 Standard Specifications, and the City of San Mateo’s boilerplate documentation (Contract, General Conditions, Special Conditions, and Technical Specifications) may be using Caltrans 2006, 2010, or 2015 Standards.
- **Trigger:** If the San Mateo boilerplate documentation has not yet converted/updated, BKF can assist the City by reviewing, editing, and offering recommendations (comments) for consideration to comply and synchronize with the current Caltrans Standard Specifications.
- **Scope/Assumptions/Deliverables:**
  - Review City of San Mateo front-end boiler plate specifications
  - Provide edits/recommendations for 2018 conversion via MS Word (tracked-changes and embedded comments)
  - Coordinate/meet with City to discuss comments, questions and changes

7. **Optional Task 7 – Post Construction Stormwater Treatment**

- **Need:** Supplemental or reconfigured permanent stormwater treatment facilities (C.3)
- **Trigger:** Although it is understood and assumed that Phase 1 met their C.3 requirements for permanent (post-construction) stormwater treatment measures, Caltrans or City comments *could request* or require to add, supplement, or reconfigure the existing BMPs.
- **Scope/Assumptions/Deliverables:**
  - Coordinate with Caltrans to determine requirements, comments and revisions
  - Prepare new post-construction stormwater treatment facility detail sheets and specifications
  - Prepare new drainage plan, profile, detail and quantity sheets to support new permanent BMPs

8. **Optional Task 8 – Hazardous Material Management**

- **Need:** Minimize or avoid costs associated with removal/transport/disposal of earthwork material containing aerially deposited lead (ADL).
- **Trigger:** Design development, determination of landscaping/grading work, coordination with Caltrans, and value engineering to explore keeping dirt on site.
- **Scope/Assumptions/Deliverables:**
  - Geocon Consultants, Inc. will perform ADL testing; work will generally include the following:
    - Visit site and mark boring locations for USA clearance.
    - Soil Sampling Along Existing Roadway Shoulders
      - ✓ Advance borings along existing shoulders
      - ✓ Collect soil samples from each boring
    - Conduct Laboratory Analysis including total lead, soluble (WET, DI-WET, and/or TCLP) lead, and pH.
    - Prepare ADL Sampling Memo
      - ✓ Draft Memo
      - ✓ Final Memo
    - The results and recommendations of the memo will be incorporated into the contract plans and specs, and be used to determine how ADL-impacted soil, if any, will be handled. Depending on the level of ADL impacts, if any, the following steps may be required:

- ✓ Non-regulated soil to be used on-site or off-site for fill
  - ✓ Regulated soil to be used on-site for fill within Caltrans right-of-way under the ADL Soil Management Agreement, from the Department of Toxic Substances Control (DTSC), in force during the construction period
  - ✓ Soil classified as a hazardous waste and removed from the site must be disposed of at a hazardous waste landfill
  - ✓ Non-hazardous soils to be taken off-site for disposal due to excess soils generated by the project or soils that cannot be used for fill due to its poor compaction characteristics
  - ✓ Notification of on-site workers, if potential contaminant levels warrant
  - ✓ Guidance for development of follow-up soil and groundwater investigations, if needed
- Based on hazardous material management opportunities identified in the SIR memo, the PS&E would be adjusted to reduce or eliminate the quantities and cost to off-haul materials containing ADL (earthwork), and instead, offer an option to manage on site. The PS&E would be adjusted as follows:
    - Revise/Add Construction Detail Sheets
      - Showing limits, cross section, depths, type and quantities of the existing ADL material to be excavated
      - Show limits, cross section, depths, type, and quantities of excavated ADL material to be managed on site (i.e. capping with clean material, covering with impervious material, or dilution with clean material),
    - Revised Specifications to address ADL and on-site management options
    - Revise quantities and engineer's estimate



Exhibit B

**SUMMARY OF FEES & HOURS BY TASK**  
 Proposal for Engineering & Landscape Architecture Design Services  
 for  
 El Camino at State Route (SR) 92 Landscaping Improvements  
 City of San Mateo

**A. Primary Scope of Services**

Task 1	Project Management / Coordination
Task 2	Preliminary Engineering
Task 3	Preparation of Detailed Plans, Specifications and Estimate (PS&E) for Construction
Task 3.1	30% PS&E
Task 3.2	90% PS&E
Task 3.3	Final PS&E
Task 4	Final Bid Phase and Bid Phase Support

BKF Engineers  
 1730 N. 1st Street, Suite 600  
 San Jose, CA 95112

August 5, 2019

<b>I. Direct Costs (BKF)</b>												
Personnel	G. Sweet	C. Cecilio	N. Bernardi	PM	Eng III	Eng II	Eng I	Tech	Cler	Surv	Total	Cost
	Sr. Assoc	PM	Principal							2-Man		
	VPIC	PM	CT Liaison/Funding									
Direct Rate/hr	\$76.06	\$66.50	\$112.77	\$66.50	\$51.50	\$48.00	\$34.50	\$45.00	\$31.00	\$81.00	Hours	
Task 1	24	36	6	8	16	8	0	0	34	0	132	\$ 7,712
Task 2	2	5	0	0	0	3	6	0	2	0	18	\$ 899
Task 3.1	1	16	2	13	10	64	112	12	10	44	284	\$ 14,096
Task 3.2	3	11	2	15	10	62	70	20	16	0	209	\$ 9,487
Task 3.3	4	12	2	14	8	56	60	24	18	0	198	\$ 9,070
Task 4	0	10	0	4	10	9	2	0	6	0	46	\$ 2,365
Total Hours	40	90	12	50	48	203	256	58	66	44	887	
Subtotal	\$3,078	\$5,965	\$1,353	\$3,325	\$2,472	\$9,744	\$8,632	\$2,610	\$2,666	\$3,564		\$ 43,630
Overhead Multiplier (includes indirect, general and administration costs and fringe benefits)											183.63%	\$ 80,117
Profit											10%	\$ 12,375
Subtotal - BKF Labor Costs												\$ 136,121
<b>II. Reimbursables - Other Direct Costs (BKF)</b>												
Printing/Delivery /Computer/Plotter/Mileage 1.0% of professional fees												\$ 1,361
Potholing at \$1200 per pothole (assume 6 potholes)												\$ 7,620
Subtotal - BKF Reimbursables (Other Direct Costs)												\$ 9,281
<b>Subconsultants</b>												
<b>III. Direct Costs (Gates)</b>												
Personnel	C. Gardella	D. Butterbaugh	T. Ainsworth		C. Mitchell	L. Blanchard	M. Sanchez				Total	Cost
	Principal	Job Captain	S. Assoc									
Professional Rate/hr	\$170.00	\$120.00	\$130.00	\$0.00	\$141.00	\$82.00	\$71.00	\$0.00	\$0.00	\$0.00	Hours	
Task 1	36	64	13	0	45	0	11	0	0	0	169	\$ 22,616
Task 2	3	4	0	0	1	0	0	0	0	0	8	\$ 1,131
Task 3.1	15	68	9	0	16	26	0	0	0	0	134	\$ 16,268
Task 3.2	10	60	2	0	27	94	0	0	0	0	193	\$ 20,675
Task 3.3	6	46	4	0	8	22	0	0	0	0	86	\$ 9,992
Task 4	2	10	5	0	1	0	0	0	0	0	18	\$ 2,331
Total Hours	72	252	33	0	96	142	11	0	0	0	608	
Subtotal	\$12,240	\$30,240	\$4,290	\$0	\$13,618	\$11,644	\$781	\$0	\$0	\$0		\$ 73,013
Subtotal - Gates Labor Costs												\$ 73,013
<b>IV. Reimbursables - Other Direct Costs (Gates)</b>												
Printing/Delivery /Computer/Plotter 1.0% of professional fees												\$ 730
Subtotal - Gates Reimbursables (Other Direct Costs)												\$ 730
<b>V. Primary Scope Total</b>												
Primary Scope Total (Time and Materials - Not to Exceed Fee)												\$ 219,146

**SUMMARY OF FEES & HOURS BY TASK**  
*Proposal for Engineering & Landscape Architecture Design Services  
for  
El Camino at State Route (SR) 92 Landscaping Improvements  
City of San Mateo*

**B. Optional Services or Tasks**

Optional Task 1A	Environmental Clearance - California Environmental Quality Act (CEQA)
Optional Task 1B	Environmental Clearance - National Environmental Policy Act (NEPA)
Optional Task 2	Prepare Grant Applications
Optional Task 3	Services During Construction - <i>Removed from this Scope of Services</i>
Optional Task 4	Public Outreach
Optional Task 5	Additional PS&E Submittal (i.e. CT Encroachment Permit Set)
Optional Task 6	Boilerplate Assistance - Caltrans 2015 or 2018 Specification Format
Optional Task 7	Integrate Post Construction Stormwater Treatment Facilities
Optional Task 8	Hazardous Material Management

BKF Engineers  
1730 N. 1st Street, Suite 600  
San Jose, CA 95112

August 5, 2019

VI. Optional Services of Tasks									
Optional Service	Description	BKF	Gates & Associates	David J. Powers & Associates	Cornerstone Earth Group	Geocon Inc			Cost
<i>Optional service costs summarized below reflect loaded (total) labor costs (direct, OH, and profit)</i>									
Optional Task 1A	Environmental Clearance - California Environmental Quality Act (CEQA)	\$ 1,761		\$ 6,600					\$ 8,361
Optional Task 1B	Environmental Clearance - National Environmental Policy Act (NEPA)		\$ 1,174	\$ 4,400					\$ 5,574
Optional Task 2	Prepare Grant Applications	\$ 8,869	\$ 4,680						\$ 13,549
Optional Task 3	Services During Construction - <i>Removed from this Scope of Services</i>	\$ -	\$ -						\$ -
Optional Task 4	Public Outreach	\$ 7,466	\$ 8,360						\$ 15,826
Optional Task 5	Additional PS&E Submittal (i.e. CT Encroachment Permit Set)	\$ 16,766	\$ 5,812						\$ 22,578
Optional Task 6	Boilerplate Assistance - Caltrans 2015 or 2018 Specification Format	\$ 6,998	\$ -						\$ 6,998
Optional Task 7	Integrate Post Construction Stormwater Treatment Facilities	\$ 9,579	\$ -		\$ 8,280				\$ 17,859
Optional Task 8	Hazardous Material Management	\$ 5,528	\$ -			\$ 12,100			\$ 17,628
<b>VI. Optional Services Total</b>		<b>Optional Services Total (Time and Materials - Not to Exceed Fee)</b>							<b>\$ 108,375</b>

## 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.