

**AGREEMENT WITH FEHR & PEERS
FOR PROFESSIONAL CONSULTANT SERVICES
FOR
TRANSIT-ORIENTED DEVELOPMENT PEDESTRIAN ACCESS PLAN**

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 **FEHR & PEERS**, a California S Corporation ("CONSULTANT"), whose address is 100 Pringle Avenue, Suite 600, Walnut Creek CA 94596.

RECITALS:

A. CITY desires certain transportation planning and engineering services hereinafter described.

B. CITY desires to engage CONSULTANT to provide these 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 on April 7, 2021 and be completed on or about June 30, 2022.

SECTION 5 - PAYMENT

CONSULTANT shall submit invoices to CITY on a monthly basis, describing in reasonable and understandable detail the services rendered, fee charged, and expenses incurred by CONSULTANT during the previous month. Payment shall be made by CITY within thirty (30) days after CITY's receipt of CONSULTANT's invoice only for services rendered and upon 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 not to exceed \$133,000, 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 contractor 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

11.1. Professional Services. In connection with its professional services, 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 "(Claims)" arising out of CONSULTANT's negligent performance of its services under this Agreement, except those claims arising out of CITY's sole negligence or willful misconduct. CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such Claims.

11.2 Other Indemnities. In connection with all Claims not covered by Section 11.1, CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all Claims, including but not limited to Claims relating to death or injury to any person and injury to any property, arising out of the activities or operations of CONSULTANT or any of its officers, employees, subcontractors, subconsultants, or agents in the performance 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 - NON-ASSIGNABILITY

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 accordance with the care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances to that of CONSULTANT under this Agreement, 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. However, notwithstanding the foregoing, this Section 17 shall not apply to limit the costs recoverable by the prevailing party in any legal action to collect monies due and owing pursuant to this Agreement. In any such action, the prevailing party will be entitled to all reasonable attorneys' fees and expenses incurred, in addition to any other relief sought.

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 subcontractors 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: Sue-Ellen Atkinson
City of San Mateo
330 W. 20th Avenue
San Mateo CA 94403

To CONSULTANT: Fehr & Peers
Attn: Matt Goyne
345 California Street, Suite 450
San Francisco CA 94104

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 OF SAN MATEO and FEHR & PEERS have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

DocuSigned by:

Chris Mitchell

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Azalea Mitch
Acting Public Works Director

Chris Mitchell
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)

Gabrielle Whelan
Assistant City Attorney

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

Task 1: Detailed Work Plan and Strategy

Task 1.1: Project Kick-Off Meeting

Fehr & Peers will facilitate a project kick-off video call with City staff and Urban Planning Partners to initiate the project. At this meeting, we will review the proposed scope of services and schedule determined during the pre-contracting phase and establish communication channels with City staff. This will serve as the first opportunity to establish a vision for the project, define the project study areas, identify key study assumptions and data needs, and discuss potential community partners to engage with during Task 3. Prior to the meeting, we will submit a data request to City staff.

A map showing the preliminary primary study areas surrounding Caltrain stations (included within our budget estimate) and potential secondary study areas is presented in **Figure 1** below. Fehr & Peers will work with the City of San Mateo to select the final study areas based on existing and future planned transit service (including the newly relocated Hillsdale Caltrain station) and an understanding of the amount and demographics of the potential transit riders within these transit-oriented locations.

Task 1.2: Develop Work Plan

Following Task 1.1, the project team will revise this scope of work based on City comments and submit a work plan for review and approval. The project team anticipates addressing one round of consolidated comments to create a final work plan.

Task 1.3: Project Management and Coordination

We will participate in monthly calls with City staff to provide updates on work activity and milestones, as well as to discuss upcoming deliverables and outreach activities. Our project manager, Matt Goynes, will ensure that City staff are updated and involved in key decisions throughout the project by way of check-in calls, as well as through emails and phone conversations, as needed. As part of this task, we will also submit monthly written progress reports and invoices.

TASK 1 DELIVERABLES:

- Kick-off meeting agenda, facilitation, and minutes
- Work plan (Draft and Final)
- Study areas base map
- Agendas and minutes for regularly-scheduled calls with City staff
- Monthly invoices and progress reports

San Mateo Transit-Oriented Development Pedestrian Access Plan
January 22, 2021 (Revised March 5, 2021)

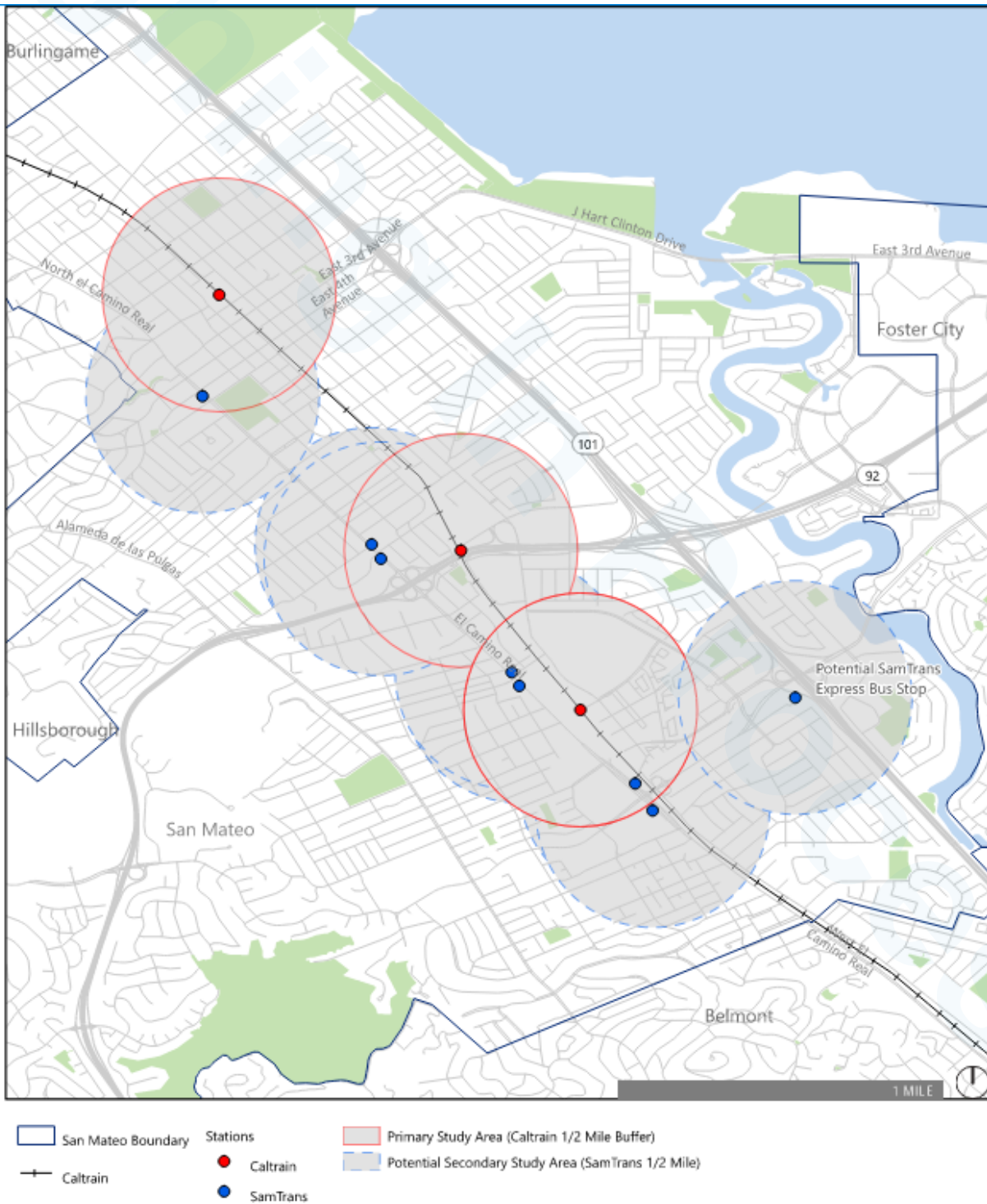


Figure 1: Preliminary Study Areas

Task 2: Inventory of Facilities and Existing Conditions

Task 2.1: Review Background Studies and Planning Documents

Fehr & Peers will review the existing City documents and initiatives identified in the work directive scope of services as well as other relevant documents identified with City staff. We will document the takeaways from each plan/study related to its impact or application to the study areas, including needs assessments and key pedestrian-related projects. We will review our findings with City staff to understand the implementation challenges past plans faced to inform the recommendations proposed within Task 4. This will help provide context for the public and other stakeholders during the outreach stage, illustrating opportunities to expand and incorporate these improvements into the Plan.

Task 2.2: Existing Conditions

Fehr & Peers will review existing transportation conditions using currently available data and previously completed plans. We will compile existing conditions data in the study areas as follows:

- **Land use:** key adjacent origins/destinations (schools, hospitals, malls, etc.), land-use types (residential, commercial, industrial, etc.), and planned development that could influence pedestrian demand in the study areas and inform prioritization.
- **Pedestrian and vehicle volumes:** We will compile available data from the City to help understand existing levels of activity in the study areas and identify higher-activity nodes in which more people would benefit from improvements.
- **Demographics and employment data:** To apply an equity lens on the project, we will gather demographic information for people who live and work in the study areas from the City and documents reviewed in Task 2.1. Additionally, we will review demographic information of Caltrain and SamTrans riders in San Mateo provided by the transit agencies to inform our understanding of who walks and uses the pedestrian facilities in the study areas. This information can be taken into account in the prioritization of projects in Task 4.
- **Transit ridership and mode of access:** We will look at data collected by Caltrain and SamTrans to understand existing and future ridership levels and how many people walk to transit today and in the future.
- **Safety:** We will review the collision data from the General Plan and Safe Streets San Mateo within the study areas to identify collision hot spots and any location-based or typology-based qualitative trends that could be addressed through this Plan.
- **Roadway network data:** We will build a GIS database of contextual and roadway data within the study areas based on the City's GIS data and publicly-available data (e.g., OpenStreetMap). These data will include items such as roadway classification, number of travel lanes, and speed limit. Through this process we will also identify major barriers to walking within the study areas, such as the US-101, El Camino Real, and SR - 92.

We will combine this information into a series of maps, charts, and/or infographics that illustrate existing conditions in the study areas. These will help City staff and stakeholders easily digest this information, will inform outreach efforts (Task 3) and project development (Task 4), and will be incorporated into the final plan (Task 5).

Task 2.3: Needs Assessment

Fehr & Peers will identify critical deficiencies within the study area based on connectivity and accessibility. To assess the existing network connectivity and accessibility, Fehr & Peers will conduct a walkshed analysis using the existing conditions data collected in Task 2.2. We will conduct this analysis with and without existing gaps and barriers to walking to reveal which gaps generate the greatest impact on pedestrian access to transit stations. This walkshed analysis can be overlaid with the demographic and employment data collected in Task 2.2 to better understand who is being served and has access to the transit services.

Fehr & Peers will conduct a field visit to the study areas to verify the data collected where it may have been out of date, and identify at a high level any intersections, stop signs, and/or crosswalks that may be candidates for improvements beyond those flagged in the data collection process.

Fehr & Peers will summarize the issues and opportunities on a GIS map based on findings from the existing conditions assessment (Task 2.2), walkshed analysis and field review (Task 2.3), and input received during the first phase of community outreach (Task 3.2).

TASK 2 DELIVERABLES:

- Summary of relevant planned projects and programs in the study areas
- Summary of existing conditions in a series of maps, charts, and/or infographics
- Summary of issues and opportunities identified through Task 2 and Task 3 (outreach)

Task 3: Community Outreach and Engagement

Our engagement process will be designed to achieve the following outcomes:

- The community knows what a TOD Pedestrian Access Plan is and understands the potential impacts and goals of the plan.
- Community engagement activities include the voices of underrepresented populations, including:
 - People who have not previously participated in planning processes
 - The Latinx community (Spanish interpretation will be available at all events)
 - High school/ college students
 - Low- and moderate-income households
 - The community sees their input in the final TOD Pedestrian Access Plan

To achieve these outcomes, we will work as partners with the City and the community from initiation to plan approval. We will focus our outreach efforts on people who live or work within or directly adjacent to the study areas. One of our first steps will be to collaborate with the community to prepare the Community Engagement Plan.

Task 3.1: Community Engagement Plan

The Community Engagement Plan will identify a detailed approach to achieving the outcomes listed above in the context of anticipated opportunities and constraints (lack of interest, shelter-in-place orders, ESL, etc.). Fehr & Peers and Urban Planning Partners will jointly prepare a draft of the Community Engagement Plan following two to three key stakeholder interviews. Example interview candidates include City staff leading development review or the General Plan to understand potential TOD sites, representatives from City Council, San Mateo County Health Equity Initiatives, San Mateo Youth Leadership Institute, and the San Mateo High School Latino Family Group.

Task 3.2: Outreach Phase I – Inform, Listen, and Understand

Messaging for the educational component will focus on sharing transit-oriented development best practices and collecting pedestrian perspectives from across the city. Instead of prescribing a set schedule for engagement, our scope of work offers a menu of options (Table 1) for both the key community stakeholders and the city to choose among. Our budget considers the selected tasks that best represent overall anticipated spending for community engagement; however, the proposed tasks are flexible given community and City input and will be refined during Task 1.2. To build inclusion into our outreach and engagement strategy, Spanish translation services are assumed in the proposed budget.

TABLE 1 - MENU OF OPTIONS FOR ENGAGEMENT (PHASE I)

Engagement Opportunity	Description	Deliverables	Included in the Budget
Community Meeting(s)	A more traditional community-wide kick-off event (online video conferencing) with live polling and breakout rooms to present the intent of the TOD Pedestrian Access Plan; vision and goal-setting; presenting existing conditions findings; and what to anticipate throughout the planning process. The UPP team will use phone outreach to advertise meetings and opportunities for public input. We will incentivize participation by offering gift cards, discounts, or other prizes. To meet people where they are, the UPP team can present at existing virtual community meetings hosted by the City or other community groups and committees.	Presentation Discussion questions	X
Community Mapping	Fehr & Peers, in collaboration with UPP, will develop an online mapping system for individuals to report their experiences associated with existing intersections, streets, and neighborhoods. In addition to tracking perceptions of safety, community members could include symbols and comments indicating desired infrastructure or improvements for different intersections, streets, or station areas.	Mapping website tool for City of San Mateo	

San Mateo Transit-Oriented Development Pedestrian Access Plan
January 22, 2021 (Revised March 5, 2021)

Flyers	To publicize the engagement events and ongoing efforts, as well as to inform the community about the TOD Pedestrian Access Plan process, our team will set up a table at the San Mateo Farmer's market at the college of San Mateo and post flyers at local coffee shops, the dog park, local parks, and other essential businesses (such as local grocery stores, etc.).	Informational flyers in English and Spanish	
Focus Group(s)	After initial outreach during the Community Engagement Plan development, identify key stakeholders and community organizations to include in focus groups, either through one larger meeting with breakout groups or individual sessions. Urban Planning Partners will facilitate a discussion of key mobility and connectivity challenges for participants.	Focus Group questions Focus Group presentation	
Social Media	Develop and manage social media platforms (Facebook, Twitter, Instagram, TikTok) where community outreach events could be advertised, surveys distributed, and informational videos or posts curated for the project.	Account development Curated posts with project graphics/art	X
Surveying	Develop and administer a survey where community members opt into sharing their experiences and perceptions of safety, connectivity, and infrastructure on their own time (a more passive option for folks who do not want to participate in a focus group).	Survey	
Tactical Urbanism/ Pop-up	Sample safety or streetscape treatments can be set up temporarily to demonstrate a proposed project condition using inexpensive materials such as paint, planters, and plastic. Fehr & Peers would design the treatment to match the approximate specification of the proposed treatment and would work with the City to get the necessary permits for the temporary installation (one or more days). The F&P and UPP team would host informational boards adjacent to the pop-up treatment to collect input from attendees.	Pop-up concept plan Materials set-up and take-down	
Walk Audit(s)	One or more customized study area walk audits (either virtual or in-person) with members of the nearby community. Fehr & Peers would prepare the route, points of interest, and input prompts for the group. The walk audits would include live Spanish translation and would allow participants to comment on the physical streetscape in real-time. The walk audits can also be recorded (if completed virtually) or be made available as self-guided tours to allow for more participation. Fehr & Peers will conduct in-person site visits along each of the routes prior to the virtual walking audit events. We will collect notes and pictures of existing conditions features that may not have been shown on Google Street View or identified by the City as recent improvements.	Walk audit route(s) and stops Walk audit facilitation	X (budget assumes virtual)
Website	A dedicated project website hosted by the City to be used throughout the project's entirety. The website will be updated with summaries of outreach activity results on a rolling basis and serve as a portal for engagement tools. The website will also include information on the project schedule and upcoming outreach opportunities.	Website development	

Youth Engagement	Presentations in civics, economics, social studies classes or at San Mateo High School. These efforts will publicize upcoming and ongoing community engagement efforts and educate youth about how they can get involved with local policy and process as well as active transportation advocacy. As the first choice, given that these events will likely take place during ongoing public health restrictions and orders, our presentations will be remote and could include a self-guided story walk or scavenger hunt and report back during online video conferencing classes. If circumstances change, and it is safe, we can switch to an in-person classroom presentation.	Presentation	
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Regardless of the engagement strategies selected, we are committed to summarizing feedback as we go and regularly distributing “what we heard” summaries back to participants and the City.

At the end of Phase I, all community input will be summarized and used as critical input for Tasks 2.3 and 4.1. Key pieces of information include:

- Spatially summarized feedback on the streets, intersections, and trails that need the most improvement
- Key themes explaining why walking in San Mateo is pleasant/unpleasant, safe/unsafe, and for whom

Task 3.3: Outreach Phase II: Report Back on Draft Plan and Next Steps

The UPP team will develop a brief draft plan summary to share electronically (email, social media, etc.) with key stakeholders, focus group participants, students, meeting attendees, and whoever else is engaged throughout Phase I. Participants will be made aware of next steps to finalize the plan, fund the projects, and start plan implementation

TASK 3 DELIVERABLES:

- Community Engagement Plan - Memo outlining schedule, format, communication channels, and content for engagement. We anticipate one round of review by City staff.
- Promotional materials for community engagement events
- Facilitation and materials for selected combination of community engagement events
- Plan summary to show stakeholders how their input was translated into the project list

Task 4: Recommended Projects and Prioritization

Task 4.1: Improvements Recommendation

We will then compile a preliminary set of projects to address these opportunity areas and add them to the GIS map. To rank proposed projects in terms of priority, Fehr & Peers will also develop a list of project evaluation criteria and framework for prioritizing projects.

Fehr & Peers will present a draft project list and prioritization criteria to City staff during a team charrette, where we will work with City staff to finalize the project list and criteria for project prioritization.

Based on input from City staff (Task 4.1), we will finalize the list of criteria, assign a weight to each criterion, and apply it to the list of projects developed in Task 4.1.

Task 4.2: Planning-Level Cost Estimates Menu and Funding Sources

We will develop reliable and context-based planning-level cost estimates for each countermeasure identified in Task 4.1. We will also develop a list of potential funding sources tailored to this project identifying both development-oriented funding sources, including through a future vehicle miles traveled (VMT) transportation impact fee program fund or regional VMT mitigation exchanges, and grant funding, including regional and statewide funding sources targeted at safety improvements and VMT reduction.

TASK 4 DELIVERABLES:

- Draft project list and prioritization criteria
- Workshop led by consultant with City staff
- Prioritized project list
- Planning-level cost estimates for countermeasures
- List of potential funding sources

Task 5: Draft and Final Transit Oriented Development Pedestrian Access Plan

Fehr & Peers will prepare a Draft Transit-Oriented Development Pedestrian Access Plan compiling existing conditions summaries, major issues and barriers identified during community outreach and analysis, and recommended improvements and priorities. We will present the draft Plan to the City's Sustainability and Infrastructure Commission during a web-conference meeting for feedback and recommendations. We will incorporate feedback from City staff and submit a final Transit-Oriented Development Pedestrian Access Plan.

Fehr & Peers will present the Final Transit-Oriented Development Pedestrian Access Plan at a City Council meeting for adoption.

TASK 5 DELIVERABLES:

- Transit-Oriented Development Pedestrian Access Plan (Draft and Final)
- Presentation of Draft Plan to Sustainability & Infrastructure Commission
- Participation in City Council meeting for adoption

Task 6: Environmental Document

Urban Planning Partners will lead Task 6, with support from Fehr & Peers. We anticipate that the Transit-Oriented Development Pedestrian Access Plan will qualify for an exemption from CEQA. SB 288, approved by the Governor in September 2020, enacts CEQA exemptions to reduce the time and cost of delivering transit and sustainable

transportation projects in California, including bicycle transportation plans for urbanized area; pedestrian and bicycle facilities projects; and projects to improve customer information and wayfinding for transit riders, bicyclists, or pedestrians. Additionally, for all projects using SB 288, the City of San Mateo must first certify that the project will be completed by a skilled and trained workforce, through enforceable commitments as specified, or the project work must be performed under a project labor agreement (PLA) as specified. This scope of work assumes that the City of San Mateo will fulfill this requirement.

Urban Planning Partners will prepare a memorandum that substantiates the categorical exemption and will include a brief introduction to the project, a categorical exemption overview, a brief project description, a description of how the project qualifies for an exemption, and a brief conclusion.

TASK 6 DELIVERABLES:

- CEQA Categorical Exemption (Administrative, Screencheck, and Final Drafts)
- Preparation and Filing of a Notice of Exemption (NOE)

Project Timeline

San Mateo TOD Pedestrian Plan

March, 2021

Task Title	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Task 1 - Detailed Work Plan and Strategy															
1.1 Project Kick-off Meeting															
1.2 Scope of Work Refinement															
1.3 Project Management and Coordination															
Task 2 - Inventory of Facilities and Existing Conditions															
2.1 Document Review															
2.2 Existing Conditions															
2.3 Needs Assessment															
Task 3 - Community Outreach and Engagement															
3.1 Community Engagement Plan															
3.2 Phase I - Inform, Listen, and Understand															
3.3 Phase II - Report Back & Next Steps															
Task 4 - Recommended Projects and Prioritization															
4.1 Improvements Recommendation															
4.2 Planning-Level Cost Estimates Menu & Funding Sources															
Task 5 - Draft and Final Transit-Oriented Development Pedestrian Access Plan															
5.1 Draft Plan															
5.2 Presentation of Draft Plan to Sustainability & Infra Commission															
5.3 Final Plan															
5.4 City Council Adoption															
Task 6 - Environmental Document															
6.1 Administrative Draft Categorical Exemption															
6.2 Screencheck Draft Categorical Exemption															
6.3 Final Categorical Exemption															
6.4 NOE															

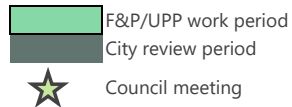


EXHIBIT B

FEE RATES

Fee Proposal for San Mateo TOD Pedestrian Plan

	Fehr & Peers (Prime)							Urban Planning Partners								
	Project Manager Matt Goynes \$235	Principal-in-Charge Meghan Mitman \$290	Sr. Planner/Engineer \$170	Project Planner/Engineer \$140	Project Coordinator \$135	Labor Hours		Fehr & Peers Labor Total	Principal-in-Charge Lynette Dias \$290	Project Manager \$190	Associate Planner \$115	Labor Hours	Urban Planning Partners Labor Total			
Tasks																
Task 1 - Detailed Work Plan and Strategy	34	6	18	10	9	77	\$15,405	8	10		18	\$4,220	95	\$1,500	\$21,125	
Task 2 - Inventory of Facilities and Existing Conditions	22	4	14	86	16	142	\$22,910					\$0	142	\$1,600	\$24,510	
Task 3 - Community Outreach and Engagement	30	4	18	32	11	95	\$17,235	16	62	22	100	\$18,950	195	\$3,325	\$39,510	
Task 4 - Recommended Projects and Prioritization	8	2	6	42	7	65	\$10,305					\$0	65	\$720	\$11,025	
Task 5 - Draft and Final TOD Pedestrian Access Plan	28	4	18	80	16	146	\$24,160					\$0	146	\$1,690	\$25,850	
Task 6 - Environmental Document	6				1	7	\$1,545	4	20	32	56	\$8,640	63	\$795	\$10,980	
Total for all Tasks	128	20	74	250	60	532	\$91,560	28	92	54	174	\$31,810	706	\$9,630	\$133,000	
Optional Tasks																
2.4 Optional Task - Corridor-level Needs Assessment Using Xwalk+	6	1	2	22	4	35	\$6,060				0	\$0	35	\$400	\$6,060	
2.5 Optional Task - Systemic Approach to Needs Assessment using AI	12	4	8	52	10	86	\$17,700				0	\$0	86	\$6,480	\$17,700	
4.3 Optional Task - Project Concept Designs & Cost Estimates	12	2	16	52	10	92	\$15,780				0	\$0	92	\$1,030	\$15,780	
5.5 Optional Task - Policy & Procedures Development	26	4	20	16	8	74	\$14,970				0	\$0	74	\$980	\$14,970	
Total for Optional Tasks	56	11	46	142	32	287	\$54,510				0	\$0	287	\$8,890	\$54,510	

Notes:
This fee proposal is valid for a period of 90 days from the proposal submittal date.
Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
Mileage is billed at the IRS rate plus 10% handling fee
Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown

Fee Schedule

2021		2022	
Percent	Total	Percent	Total
80%	\$16,900	20%	\$4,225
100%	\$24,510	0%	\$0
90%	\$35,559	10%	\$3,951
100%	\$11,025	0%	\$0
20%	\$5,170	80%	\$20,680
0%	\$0	100%	\$10,980
	\$93,164		\$39,836

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.

Certificate Of Completion

Envelope Id: D362651AC8A248AB96E0A2E6979C5C43

Status: Sent

Subject: Please DocuSign: Professional Services Agreement_Fehr&Peers.pdf

Source Envelope:

Document Pages: 22

Signatures: 1

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Angela Romanini

330 W. 20th Avenue

City Clerk's Office

San Mateo, CA 94403

aromanini@cityofsanmateo.org

IP Address: 76.14.0.98

Record Tracking

Status: Original

3/15/2021 7:43:43 AM

Holder: Angela Romanini

aromanini@cityofsanmateo.org

Location: DocuSign

Signer Events

Chris Mitchell

c.mitchell@fehrandpeers.com

President

Security Level: Email, Account Authentication
(None)

Signature

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Angela Romanini

aromanini@cityofsanmateo.org

Management Analyst I

City of San Mateo

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gabrielle Whelan

gwhelan@cityofsanmateo.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/17/2021 10:54:25 AM

ID: 52a67b79-7d50-451c-921c-cd36196fe380

Azalea Mitch

amitch@cityofsanmateo.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/17/2021 2:15:41 PM

ID: c87f2c95-4bd9-4315-bf4e-d77ecce094bf

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Sue-Ellen Atkinson seatkinson@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Molly Poland mpoland@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Carla Talavera ctalavera@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Alesha Boyd aboyd@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/15/2021 7:46:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		