

**AGREEMENT WITH FEHR & PEERS  
FOR PROFESSIONAL CONSULTANT SERVICES  
FOR  
SAN MATEO COMPLETE STREETS 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 professional consultant services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these professional consultant 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 September 19, 2022 and be completed on or about June 30, 2024.

#### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered, and 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 . CONSULTANT's monthly invoices shall be paid within thirty (30) days after their receipt by CITY. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee in an amount of \$489,975, 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 ("Work Product"), 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. Third-party content that may be used or incorporated in the Work Product shall not become the property of CITY. CONSULTANT shall secure all licenses necessary to any third-party content incorporated into CONSULTANT's Work Product for CITY to utilize CONSULTANT's services and the Work Product for their intended purposes.

#### **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**

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 performance of 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.

## **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 skill, care, and diligence ordinarily exercised by consultants 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.

## **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 Ave.  
San Mateo CA 94033

To CONSULTANT: Fehr & Peers  
Attn: Carrie Modi  
2201 Broadway, Suite 602  
Oakland, CA 94612

## **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

Azalea Mitch  
Public Works Director

Date

Chris Mitchell Its Authorized Agent President & CEO	Date
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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

Mazarin Vakharia	Date
Assistant City Attorney	

**Attachments:**

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

## EXHIBIT A

### SCOPE OF SERVICES

The below scope of work assumes monthly project management calls throughout the project as part of the fee, with biweekly calls assumed during heavy work periods.

#### **Task 1: Internal and External Working Groups**

The City will establish two working groups for this effort that will meet regularly over the course of the project. The Consultant team will prepare an agenda and meeting summary for each meeting. The engagement plan will outline how to best utilize the Technical Advisory Group (TAG) and Internal Working Team (IWT) and how those meetings will be timed with community engagement and key project deliverables. It is anticipated that the IWT and TAG meetings will precede major community engagement milestones to allow for IWT and TAG member comments to be incorporated into publicly facing deliverables. Each meeting will cover several primary topics and look ahead for feedback on the proposed approach to the next task.

- **Technical Advisory Group (TAG):** City staff and the Consultant team will develop a Technical Advisory Group for the project that includes City staff, the Consultant team, a Caltrans representative (the Caltrans Grant Manager), and representatives from the community and active transportation agencies and advocacy groups, school community, and merchants groups. The TAG will provide an ongoing touchpoint with community members and representatives to have consistent input throughout development.

Winter Consulting will facilitate the TAG with support from Fehr & Peers on technical presentations and content. The City will lead recruiting individuals for the TAG with input from Fehr & Peers and Winter Consulting regarding the type of representation important for the TAG. The TAG will be convened to discuss critical milestones and draft deliverables for the project and provide feedback to ensure the Plan will meet the varying needs of the community. The TAG will have up to 5 meetings over the course of the project. The TAG will provide critical input in developing the final community engagement strategy for the project and provide feedback on draft deliverables such as the priority focus areas recommendations memo, the policies and goals development, and the components of the draft Complete Streets Plan. The TAG will assist in identifying community stakeholders outside of their members for stakeholder interviews and be a key touchpoint in putting together outreach activities like tours and workshops.

- **Internal Working Team (IWT):** City staff will develop an Internal Working Team to complement the Technical Advisory Group's activities. The IWT will be comprised of representatives from key City departments, including Public Works, Community Development, and the City Manager's Office. The IWT will periodically review draft deliverables, on a similar schedule to the TAG, to maintain consistency with City plans and programs, and provide feedback on the Plan. The Consultant will lead up to 5 meetings with the IWT. Fehr & Peers will facilitate the IWT and will determine, based on meeting topics, appropriate participation by CD+A, Wilsey-Ham, and Winter Consulting.

#### **Task Deliverables**



Up to 5 meetings each with the TAG and IWT, including meeting facilitation, meeting prep, presentation materials, meeting agendas, and schedule
Technical Advisory Group invitation list
Agendas and Summaries for TAG and IWT meetings

## **Task 2: Inventory of Facilities, Programs, and Existing Conditions**

The Consultant will evaluate existing conditions in the City related to the circulation network, and collect data relevant to pedestrian, bicycle, transit, and vehicle circulation within the City. The Consultant team will document the existing facilities, programs, and conditions for all modes on the City’s circulation network to establish a baseline upon which the project will evaluate improvements. The task will also include evaluation of current complete streets policies and practices. The Consultant will begin this task with a discussion with City staff of the plan’s goals, priorities, and related performance measures. While the prioritization framework and performance measures will be covered in more depth in Task 7, having early conversations about those elements and creating a clear link to the Complete Street Plan’s (CSP’s) goals will set the tone of the CSP process. This will be done through the monthly check-in meetings.

**Task 2.1 Best Practices and Complete Streets Concepts Review:** The Consultant will prepare an “ideas board” to provide both inspiration and concrete guidance on potential best practices and concepts to incorporate and make into San Mateo’s own. It is anticipated that the “ideas boards” will consist of a slide deck with precedent images from peer cities and bigger cities at the leading edge as well as an organized and comprehensive spreadsheet. The ideas are anticipated to include both photos of precedents built in other cities and ideas on “how” other cities were able to get the project done. Consultant will review most best practice complete streets methodologies and best practices, including bicycle, pedestrian, and green infrastructure design and implementation. This research and summary will focus on the following elements: enhancing pedestrian experience and connectivity; repurposing right-of-way including: curbside management and parking assets; innovative methods to create multimodal spaces in public right-of-way; trends in emerging transportation and how the CSP can be inclusive of these options; providing option for new mobility services in the future, for example autonomous vehicles.

**Task 2.2 Data and Document Collection:** The Consultant will prepare a memorandum that provides a crosswalk between data needs and the plan’s goals and desired outcomes, so that data collection and investments are in lockstep with the CSP strategy. The memorandum will include key research questions, options for how to collect the data, and the typical cost. Where there is more than one possible data source, we will note the options and potential tradeoffs between the different sources for the City’s consideration. Consultant will prepare a data request for the City including information necessary for project analysis tasks. This may include plans for new development, volume and speed data, collision data, demographic information, current plans and policies, and GIS files. Consultant will organize data and inform the City of gaps that may need to be filled through other external sources for data collection.

**Task 2.3 Inventory of Existing Conditions and Facilities:** Consultant reserved \$40,000 for data collection: a sizable investment that we will use at the direction of the City and in service of the CSP’s goals and desire outcomes, as outlined in the Task 2.2 memo. Consultant will be able to prepare the GIS-portions of this task very efficiently, as we will use the base map we developed on the San Mateo TOD Pedestrian Plan. Data may include both quantitative and qualitative sources. The City will provide existing roadway classifications; count data for vehicles, bicyclists, and pedestrians; bike share stations and ridership (if applicable at time of study);

bicycle facilities; key community destinations including transit hubs, commercial districts, schools, residential neighborhoods, parks, and community centers; existing gaps in the pedestrian and bicycle networks; General Plan policies; connectivity in the network to adjacent jurisdictions; other City and/or County plans/policies. This will include outreach to the community for input on existing conditions and needs as part of Task 4. The assessment of the existing conditions and facilities will be directly tied to Task 3 to evaluate gaps and needs in the transportation system.

**Task 2.4 Review of Adopted Plans and Ongoing Planning Efforts:** The City and Consultant team will review all existing City plans that are relevant to the Complete Streets Plan. This is expected to include the draft Sustainable Streets Plan, Bicycle Master Plan, Pedestrian Master Plan, Green Infrastructure Plan, North Central Community-Based Transportation Plan, Rail Corridor Plan, Transit-Oriented Development Pedestrian Access Plan, and progress to date for the General Plan 2040 update and PDA/PCA strategies. The Consultant team will be expected to review existing regional plans as well, including the ongoing C/CAG Countywide Bicycle and Pedestrian Plan, Caltrans District 4 Bicycle Plan. Additionally, the Consultant will coordinate with the General Plan team to incorporate land use alternatives and proposed circulation network improvements as a part of the City’s ongoing 2040 General Plan update.

**Task 2.5 Existing Conditions Report:** Consultant will summarize Tasks 2.1-2.4 into an existing conditions report. The existing conditions report is anticipated to be a concise and visually-focused document that uses a series of maps, statistics, images, and infographics to explain the existing conditions. While text will be needed in some areas, text will be light to make the document more approachable, 30 pages or less in length.

Task Deliverables
Draft and final best practices and complete streets concept ideas deck and database
Draft and final data and document collection plan memorandum
Up to \$40,000 for additional data collection
Draft and final mapping and database work in GIS to inventory existing conditions and facilities
Draft and final summary of proposed projects from past plans and inventory of existing design guidance
Draft and final existing conditions report, with focus on maps and infographics, up to 30 pages in length

### **Task 3: Needs and Demands Analysis**

This task will build on the existing conditions and data collection effort to extrapolate needs and demand for which the City’s multimodal transportation network should be designed to incorporate a Complete Streets approach. This task will use data analysis including origins and destinations, collision and injury analysis, gaps in the network, and evaluation of current and future land uses to determine any future circulation needs the Plan should address. This task will include the following aspects.

**Task 3.1 Transportation Network Analysis:** This analysis will consist of a series of maps and corresponding statistics, presented as infographics. Each map will provide a “lens” through which to analyze the network. When layered together, these lenses will highlight network gaps and barriers, overlapping needs, competing modal priorities, and the inequities that exist in access and mobility. A core component of this will be a collision and safety analysis. Consultant will coordinate with the Local Roadway Safety Plan to share data resources and avoid duplication. Two additional lenses we propose are (1) a bicycle facility type evaluation

using the FHWA Bikeway Selection Guide to determine the types of San Mateo bikeways that are appropriate based on ADT and speed and (2) an uncontrolled crosswalk assessment to identify potential crosswalk deficiencies using the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crosswalks. The latter will identify uncontrolled crosswalk enhancements needed based on roadway characteristics, mapped to roadway segments. Consultant anticipated the following analysis lenses:

- Areas of high-intensity with frequent transportation use
- Collision data with relation to circulation analysis
- Areas of high connectivity for transit services and ridership
- Walking and biking radii from key destinations
- Gaps and barriers in the City’s transportation network

**Task 3.2 Identification of Priority Areas:** This layered together synthesis of the network analysis lenses (Task 3.1) will inform identifying priority areas (Task 3.2). The outcome of Task 3.2 will be a draft set of priority area maps, with a corresponding table highlighting the network needs to be addressed and further explored. After robust review from City staff, IWT, TAG, and public input, we will finalize the priority areas. The Consultant anticipates these potentially feeding into the Task 7 complete streets concepts as well defining potential signature and critical projects as part of the broader Task 7 recommendations. This determination will be finalized following the community engagement for the project, so that feedback from the community and stakeholders will help to confirm priority focus areas.

Task Deliverables
Draft and Final Needs and Demands Analysis Report summarizing the transportation network analysis and collision and safety analysis. Like the Existing Conditions Report, we would recommend using maps, statics, and infographics to form the basis of the report.
Draft and final Priority Focus Areas Initial Recommendations Memo, including a map and table of the draft and final focus areas.

**Task 4: Community Outreach and Engagement**

The community engagement effort will span the duration of the project, first engaging with the community to provide input on existing facilities and needs to provide input for Task 2, and then continue into Tasks 3 and 5 to provide guidance in developing the priority areas in the City and proposed goals and projects for the Complete Streets Plan. Finally, the team will bring the draft Plan to the community through various outreach strategies to solicit feedback into development of the final product. Throughout, translation services will be included to enable participation across the community and the venues and mediums used to engage with the community will be nimble and responsive to local health orders in place.

**Task 4.1 Develop Community Outreach and Engagement Strategy & Plan**

Early in the project, Winter Consulting will work with Fehr & Peers and the City to develop a targeted community engagement strategy, which will be documented in a community engagement plan document. Aligning each of the different types of engagement listed above with the engagement needs – specifically considering the audiences to be reached, mediums and venues found to be successful, and project milestones to be informed. The engagement plan will be a living document that can be adjusted based on information learned through engagement and/or the technical work.

Consultant will work with City staff and the project's Technical Advisory Group to develop an outreach plan that outlines timing, purposes, potential locations, partners, translation or language services needed, and audiences for all engagement efforts tied to each portion of the project timeline. The outreach strategy and specific plans will include methods and activities found from the Task 2 best practices review from similar efforts, and work the Consultant team and City have found successful in reaching the community. The goal of the engagement will be to work with as many resident groups and individual community members as possible over the course of the project timeline, and to provide means for all residents to engage as they're able. The outreach and engagement strategy will focus on flexible options that ensure robust participation in the Plan development while remaining able to pivot to other means if local health orders require different options.

#### **Task 4.2 Execute Community Engagement Plan**

The Consultant team anticipates making use of the following engagement strategies identified in the RFP and the Task 4.1 plan document will further refine specifics and how best to invest staff time. At the outset, we have budget for:

- a. **Ten Stakeholder Interviews** - Staff and the Consultant team will form a list of key community stakeholders for in-depth interviews to contribute to the Complete Streets Plan. The stakeholder interviews will be conducted with representatives from community organizations, neighborhood groups, schools, local and regional transportation authorities (C/CAG, County TA, SamTrans, Caltrain), and/or places of worship to gain additional insight into the community's needs and pieces that may be addressed through the Plan.
- b. **Six Public Workshops** – In-person and/or virtually focusing on interactive activities that solicit community input on challenges and help to prioritize and vet proposed projects. The Consultant team will develop materials, facilitate meetings, and develop summary notes. Consultant and City staff will work with community stakeholders, the Peninsula Conflict Resolution Center (PCRC), places of worship, and other community centers to convene community focus groups with key community members. These forums will gather invaluable feedback needed to ensure the Plan reflects the values and needs of the community, and will help educate stakeholders about the process and project. Staff envisions engaging with a cross-section of neighborhood groups, business leaders, and special interest groups through this process, to engage with those involved elsewhere in the project and those with less historical involvement in planning processes. Meetings will be held in Spanish and English.

These open house events will take place at specific points in the project timeline:

- Project Launch
  - Review of Policies, Goals, and Focus Area
  - Draft Plan
- c. **Four Community Walks, Transit Trips, and Bicycle Tours** - the Consultant and City will conduct community-focused active outreach events in the form of community walks, transit rides, and bike tours to bring the project team and Technical Advisory Group together with the community to explore circulation and promote discussion. The team anticipates these tours being merged with the TAG meetings. These focused activities will help identify key gaps and barriers to multimodal transportation, and lend on-the-ground experience and feedback to project design. These creative and active approaches can engage community members who may not typically engage in standard workshops, and

can build momentum and excitement around the Plan’s objectives. These activities can be adjusted as needed to ensure participant’s health and safety, and can be adapted to be self-guided with app or paper-based guidance if the team determines that to be the best fit.

- d. **Interactive online engagement platform and website using Social Pinpoint** - This will include a Fehr & Peers/Social Pinpoint hosted website for the duration of the project plus up to two different phases of interactive content for the website, corresponding to different phases of the study. These may include surveys and webmaps. Engagement will be provided in English and Spanish (using Google Translate).
- e. **Four Pop-Up Events** - The project team will engage with the community on an ad-hoc basis to gain feedback on direction of the document, policy development, priority project identification, etc. The pop-up outreach may be accomplished through outreach at community events or festivals, through online engagement like text messages or surveys, or a combination of both. This more casual engagement provides an opportunity for the community to engage in short bursts as they are able. Engagement will be provided in English and Spanish.
- f. **Three Documentation and Summary Reports** – These will be prepared after each phase of engagement.

Task Deliverables
Draft and Final Community Engagement Strategy and Plan
Up to Six Public Workshops, including Materials and Feedback Forms
Project Website with Interactive Elements with Up to Two Different Phases of Content
Up to Ten Stakeholder Interviews
Draft and final summary Report of each phase of outreach
Up to Four Community Walks, Transit Trips, and/or Bicycle Tours
Up to four pop-up events in Spanish and English

### **Task 5: Policies, Goals, and Design Standards**

This task is critically important to provide a framework and roadmap for all future work on public streets in San Mateo. While we anticipate clarifying the project goals in Task 2 to help guide the early phases of work, we anticipate focusing on policies and corresponding design standards under Task 5. Consultant will plan to run Task 5 concurrently with Tasks 7.1-7.6. This will help to daylight implementation challenges and make the policy and design guidance even more practical.

#### **Task 5.1 Develop Complete Streets Policies and Goals**

Consultant will first look to the General Plan Circulation Element update, but we will also look to the Task 2 Best Practices Review and San Mateo Adopted Plans review to identify policies to pull from other complete streets leaders and make into San Mateo’s own. Next, gaps in current planning policy and guidance will be identified. The gaps and best practice policies will be addressed to create a clear framework for doing complete streets work in San Mateo. Policies may touch on everything from maintenance topics, aligning CSP priorities with available funding streams, and getting to zero fatalities, as now envisioned by the US DOT.

CD+A will provide input regarding streetscape design, placemaking within the public right of way, pedestrian realm and experience, and green stormwater infrastructure. These policies and goals will be evaluated based on the feedback from the initial community engagement effort to determine the direction for the Plan, and to ensure the goals and policies are reflective of what the City and community envision. Together, the team will identify recommendations for a range of policies to guide implementation of the Complete Streets Plan and to serve as the grounding vision for the document. This process will include public engagement as part of Task 4.

**Task 5.2 Develop Design Standards Manual**

CD+A will lead the development of the design standards manual with support from Fehr & Peers regarding transportation engineering, balancing of modes, safety countermeasures, and other aspects of the design standards and guidance. Wilsey-Ham will provide input on civil engineering topics including materials, constructability, and drainage. The design standards will build from the review of existing city documents and standards, current best practices, and input from City staff provided during Task 2, as well as the collective experience of CD+A and F&P in developing similar complete streets guides and standards and designing complete streets.

The standards will define design treatments that are appropriate in relation to modal emphasis and land use context of particular streets, as well as street classification and emphasis given to placemaking and use of the right of way for public space. Standards will also address integration of green infrastructure in the public right of way and wayfinding treatments.

Initial design standards will be developed prior to the development of the specific concept designs, in Task 7, to allow a feedback loop for refinement of the standards. The design standards will take into consideration projects that are public and reconstruct existing streets and new circulation projects that may be developed as part of larger private developments. Also, the potential for reconfiguration or enhancement of public streets in relation to existing streets will be addressed.

Following the feedback loop with the Task 7 concept designs, CD+A will lead the team in developing an administrative draft of the Design Standards Manual. City staff will then review the draft and provide a set of non-conflicting comments on the draft. CD+A will prepare a public review draft of the document that will be reviewed by the public along with the public review draft of the Complete Streets Plan, developed as part of Task 7.

Task Deliverables
Draft and Final Policies and Goals Memo
Administrative Draft Complete Streets Design Standards Manual
Public review Draft Complete Streets Design Standards Manual

**Task 6: Commission and City Council Meetings**

Staff and the Consultant team will meet with the City’s elected and appointed officials on a regular basis throughout the project, at pre-determined intervals or based on project milestones.

- **Sustainability and Infrastructure Commission Meetings:** The Commission provides more

frequent technical feedback to staff, and would serve as an additional public forum to vet aspects of the Plan. Staff and the Consultant team will present the Plan progress and key deliverables to the Commission for review and feedback at up to three meetings.

- **City Council Meetings:** Staff and the Consultant team will conduct at minimum one Study Session with City Council to provide background and progress on the Complete Streets Plan. Additionally, staff and the Consultant team will present the Draft Plan and proposed Final Plan to City Council for adoption.

Task Deliverables
Up to three Commission meeting presentations and materials, staff reports, agendas, and/or minutes as requested by City staff
Up to two City Council staff reports, agendas, minutes, presentations, resolution, and/or applicable resolutions

## **Task 7: Draft San Mateo Complete Streets Plan**

### **Task 7.1 Develop Recommendations**

Consultant will synthesize the Task 2.4 project list from past planning studies with the Task 3.1 needs analysis to generate a comprehensive list of recommendations. These will focus on engineering, placemaking/urban design, and green infrastructure elements but may also include potential programs, practices, and standards to ensure complete streets in San Mateo. The results will be (1) a comprehensive list of projects and a corresponding map (for mappable recommendations) and (2) an updated street typology/classification to help clarify modal priorities and supporting treatments. This will include:

- Updates to the street classifications or typology
- Identification of specific focus areas, projects, and design standards
- Support programs to ensure success of multimodal transportation in San Mateo

### **Task 7.2 Prioritization Framework and Prioritized Projects**

Based on the goals, performance measures, and priorities outlined in Task 2, we will convert that effort into a prioritization framework for assessing all projects, which will be reviewed by the TAG and other key stakeholders. Consultant will use a simple scoring system. The results will be shared with the City staff, Commission, Council, TAG, IWT, and public for additional input. Consultant will then break down the next phases of work to identify short-, medium-, and long-term opportunities and phasing strategies. Wilsey-Ham will develop planning level cost-estimates for projects using the latest bid pricing in San Mateo.

### **Task 7.3 Develop Streetscape Concepts and Conceptual Design**

Fehr & Peers will lead the development of 10-15 conceptual project cut sheets with support from CD+A – on urban design, streetscape, placemaking, and green infrastructure - and Wilsey-Ham – on civil engineering. Consultant anticipates that these will be the focus areas identified in Task 3.2 and Task 7.3. Cut sheets will include cross-sections, photographs, diagrams of recommended improvements including intersection treatments, community engagement discussions, and a summary of the needs analysis related to the project. These cut sheets are intended to be stand-alone fact sheets that can be used to advance projects for funding and further development.

#### **Task 7.4 Draft San Mateo Complete Streets Plan**

Consultant recommend adding an internal administrative draft Complete Streets Plan in Word for City staff review. Based on those comments, we will then prepare the complete administrative draft Plan in InDesign for public review, including appendices as outlined in the RFP. This will include identifying a funding strategy and performance metrics. Consultant will identify potential funding sources for the focus area projects and an overall funding strategy. This will build on earlier conversation on performance metrics in Task 2 and will including performance measures for the plan itself. Once comments are received, we will prepare a comprehensive response to comments spreadsheet and confirm the approach to addressing with City staff. Based on those agreed upon resolutions, we will prepare the Final Plan. The City will be responsible for providing direction on conflicting comments.

<b>Task Deliverables</b>
Draft and Final Recommendations Memo and Project List
Draft and Final Prioritization Framework and Prioritize Project List
Project List and Implementation Strategy
Draft and Final Streetscape Concepts and Conceptual Designs, up to 15 total
Internal Administrative draft Complete Streets Plan

#### **Task 8: Final San Mateo Complete Streets Plan**

Our team will incorporate comments and feedback received on the Draft Complete Streets Plan, and post on the project website for a public review period. After the final round of revisions, Consultant will submit the Final Complete Streets Plan, including graphic design for any logos, visual infographics, or supplemental documents. City Council will adopt the final Complete Streets Plan.

<b>Task Deliverables</b>
Final Complete Streets Plan and Appendices



## EXHIBIT B

### FEE RATES



2022-2023

(July 2022 through June 2023)

#### Hourly Billing Rates

Classification	Hourly Rate		
Principal	\$240.00	-	\$375.00
Senior Associate	\$205.00	-	\$300.00
Associate	\$175.00	-	\$255.00
Senior Engineer/Planner	\$160.00	-	\$215.00
Engineer/Planner	\$130.00	-	\$175.00
Senior Engineering Technician	\$150.00	-	\$215.00
Senior Project Accountant	\$170.00	-	\$190.00
Senior Project Coordinator	\$130.00	-	\$180.00
Project Coordinator	\$120.00	-	\$170.00
Technician	\$150.00	-	\$170.00
Intern	\$95.00	-	\$140.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (58.5 cents per mile as of Jan 2022).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*



Corinne Winter - \$230

Engagement Managers - \$95 - \$125

Engagement Coordinators - \$75 - \$95

Admin - \$75 - \$95

## **Community Design + Architecture, Inc.**

### **2022 Billing Rates**

August 22, 2022

<b>Classification</b>	<b>Hourly Billing Rate</b>
Philip Erickson, Principal	\$255
Connie Goldade, Associate Principal	\$190
Associate	\$145 - \$170
Project Planner/Urban Designer	\$120 - \$150
Jamie Varas, Project Urban Designer	\$125
Planner/Urban Designer	\$95 - \$120
Anai Perez, Urban Landscape Designer	\$110
Soulby Yoon, Urban Designer	\$95
Intern	\$80 - \$95

**2022 CITY of SAN MATEO Complete Streets**

## **FEE SCHEDULE**

### **I. Charge Rate Fee Schedule**

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus incurred expenses and will be the sum of all the items set forth below:

#### **A. Personnel Services**

Principal Engineer/Surveyor	\$275.68/hr.
Managing Engineer/Surveyor	\$212.88/hr.
Engineer III/Associate Engineer	\$169.64/hr.

*\*Effective through December 31, 2022 and subject to revision annually thereafter.*

### **B. Reimbursable Expenses**

#### **1. Travel & Transportation Expenses:**

- a) Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project, without markup.
- b) Sixty-two cents (\$0.62) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and eighteen dollars (\$18.00) per hour for use of vehicles carrying field survey equipment or used for field inspection and supervision.

#### **2. Miscellaneous Expenses:**

- a) The cost of materials, supplies, reproduction work, agency filing fees, and other services, including communication expenses, without markup.

## 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.