

**AGREEMENT WITH FEHR & PEERS  
FOR PROFESSIONAL CONSULTANT SERVICES  
FOR  
ON-CALL TRANSPORTATION ANALYSIS REPORT PREPARATION**

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 on-call transportation analysis services hereinafter described.

B. CITY desires to engage CONSULTANT to provide these on-call transportation analysis 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 20, 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 \$250,000, 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 ("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: Matt Goyne  
345 California Street, Suite 450  
San Francisco, CA 94122

**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  
Assistant City Attorney

Date

**Attachments:**

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Fehr & Peers will work with the City of San Mateo to tailor the TIA scope of work based on the size and complexity to ensure the study provides the public and decision makers adequate information about the potential transportation impacts. Larger and more complex projects will likely require a detailed approach for each of the below tasks while a study that focuses on a few critical areas may be adequate for smaller projects.

#### **Task 1.1: Meetings and Coordination**

Fehr & Peers will meet with the City and/or project applicant (Project Team) for a kick-off meeting in order to mutually confirm expectations about scope of work, deliverables, and schedule. Further, we intend to keep the Project Team informed over the course of the project as to the status of our analysis and preliminary findings. We will define the number of conference calls or in-person meetings based on the size and complexity of the study. Staff time for public meetings and public hearings are included as part of Task 1.13. We will also be available to attend additional meetings on a time-and-materials basis.

#### **Task 1.2: Initial Project Understanding and Selection of Study Area**

Fehr & Peers will submit a request for information, which will consist of a project description and any preliminary planning documents pertaining to the project. This information will be used to help develop a project understanding, clarify key elements of the scope of work, define the study area, and assess the various analytical options available for use in the TIA.

For smaller or less complex projects, the study area will be defined based on local knowledge and conversations with City staff. The total number and location of study intersections and freeway segments will vary based on project size, project complexity, and local considerations or areas of concern.

For larger projects or more complex projects, Fehr & Peers will conduct a preliminary analysis of weekday daily, AM and/or PM peak hour project trip generation using rates from the latest Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, the mixed-use trip generation methodologies described in Task 1.5, or locally specific rates described in Task 1.3. We will use the trip generation results to select the study locations (intersections and freeway segments) with the Project Team.

#### **Task 1.3: Data Collection**



Based on our initial review of the Project, Fehr & Peers will compile existing and collect new peak-period bicycle, pedestrian, and motor vehicle intersection turning movement counts at each study intersection identified in Task 1.2. Most studies will require AM and PM peak hour counts, although some studies may not require AM counts and others may require additional study periods. For infill projects, driveway peak period and daily counts will also be obtained for all existing buildings on-site to determine the existing trip generation. Freeway counts will typically be obtained from C/CAG monitoring data or PeMS data.

Fehr & Peers will visit the site and observe traffic operations for the selected study periods. This site visit will also be used to confirm existing roadway cross-sections, intersection lane configurations, traffic control devices, and surrounding land uses. We will also collect information on transit service (typically Caltrain, SamTrans, and Commute.org shuttles), bicycle facilities, and pedestrian facilities near the site.

Some projects may also include collecting of Big Data (e.g., Streetlight data) to inform the vehicle miles traveled or travel demand estimates.

#### *Optional Subtask: Locally Specific Trip Generation Data*

On request, Fehr & Peers can collect vehicle trip counts, parking occupancy counts, and/or person trip counts at one or more existing sites similar to the Project. These counts may be used to validate or modify the trip generation methodology or develop project-specific parking demand or person trip rates. This approach is applicable for unique land uses or to provide additional support for the MXD trip generation rates described above.

#### **Task 1.4: Existing Conditions**

Based on the data collection efforts from Task 1.3, Fehr & Peers will document the existing transportation conditions and facilities within the study area. This will include roadway characteristics, observations of existing traffic operations, including queuing or potential conflicts, the frequency and locations served by transit service, and the existing pedestrian and bicycle facilities.

#### **Task 1.5 Travel Demand Estimates**

Fehr & Peers will develop trip generation estimates using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, the mixed-use trip generation methodologies described in below, or locally specific rates described in Task 1.3. If applicable, we will include trip reductions based on City TDM program standards and policies for new projects. We will assess how project-generated trips access the site via the surrounding street network based on knowledge of existing local travel patterns, relative locations of complementary land uses, and/or technical tools such as a "select zone" analysis from the City's travel demand model or Big Data. The project-generated traffic will be then assigned to the

roadway network. Trips generated by the existing buildings on site will be credited when the project replaces an active land use.

#### *Optional Subtask: Mixed-Use Trip Generation*

In cases where the Project is composed of a mix of land uses or is located in close proximity to other land uses or regional transit, Fehr & Peers can analyze the project's trip generation using the Environmental Protection Agency's (EPA's) Mixed-Use Trip Generation Methodology (referred to as "MXD"). Fehr & Peers has developed an internal tool, known as MainStreet, that allows for assessment of mixed-use and transit-oriented projects with additional information taken from Census data, regional models, and other key data sources. This methodology allows for estimates of trip internalization (i.e., how efficient the mix of uses is with respect to vehicle trip generation) and estimates of mode shift to transit, walking, and bicycling to produce more accurate trip generation estimates compared to ITE's *Trip Generation Manual*.

#### **Task 1.6: Traffic Operations Analysis**

If applicable, Fehr & Peers will prepare traffic forecasts and conduct intersection and freeway operational analysis as described below. This analysis will depend on whether the City will require traffic operations analysis for all projects after revising the City's TIA guidelines to be consistent with Senate Bill (SB) 743.

For most projects, we will use the existing and future-year forecast volumes to analyze intersection and freeway segment traffic conditions during the following scenarios:

- **Existing No Project** – Based on the counts collected in Task 1.3.
- **Existing Plus Project** – Existing counts plus the addition of project-generated traffic from Task 1.5.
- **Cumulative No Project** – Based on traffic forecasts prepared using the C/CAG, City of San Mateo, or other applicable travel demand models without the project. If the project is included in the model, we will apply a credit for the project-generated traffic or rerun the model without the project.
- **Cumulative Plus Project** – Cumulative forecasts with the project.

Prior to preparing future year forecasts, we will confirm the future forecast year and the appropriate travel model based on the model's validation for the transportation network surrounding the project site and the type of project proposed.

The intersection analysis will include motor vehicle delay and level of service (LOS) during typical weekday peak hours (normally AM and PM) using the current state of the practice methodology and software package. If applicable, we will present queueing information for individual intersections or analyze a selection of intersections with simulation tools to assess effects of vehicle queues on closely spaced congested intersections. We will evaluate freeway operations for larger projects in a manner consistent with the applicable C/CAG, Caltrans, and City of San Mateo standards. The freeway operations analysis may include queues at nearby freeway ramps to ensure the project does not cause vehicle queues to extend back onto the mainline.

Fehr & Peers will summarize the effects of the project on intersection level of service for each study period and assess the effects of project-generated traffic on intersection and freeway operations.

#### *Optional Subtask: Background / Background Plus Project Conditions*

If applicable, Fehr & Peers will evaluate traffic forecasts and operations for a background and background plus project conditions. We anticipate that this will typically include previously approved but not yet constructed and occupied development projects and/or approved transportation projects. Analysis of the background scenario will relate to the size and complexity of the project and the number of approved-not-built projects within the study area.

#### **Task 1.7: Vehicle Miles Traveled**

In accordance with the State of California Governor's Office of Planning and Research (OPR) guidance on Senate Bill (SB) 743, Fehr & Peers will prepare project vehicle miles traveled (VMT) estimates. Fehr & Peers will coordinate with the City of San Mateo to determine the appropriate travel demand forecasting approach (such as the C/CAG model or a spreadsheet tool) to develop the project's VMT per capita. This may require reviewing the appropriate travel demand model to confirm model detail is sufficiently accurate and sensitive within the study area and City. The analysis will include both 'project generated VMT' and the 'project effect on VMT'. If applicable, we will also prepare VMT that would be required for the project's air quality and GHG analysis.

Until the City adopts a VMT threshold for significance, Fehr & Peers will report project VMT alongside regional and local averages.

#### **Task 1.8: Parking Analysis**

Fehr & Peers will analyze the Project's parking demand, including identifying the hour of peak parking demand, assessing potential for shared parking strategies, and documenting the comparison of project's parking demand, City parking requirements, and proposed parking supply. Fehr & Peers will develop the parking demand using the latest ITE Parking Generation Manual, the ULI Shared Parking manual, or

locally collected data. This data, analysis, and findings can be used to assist with the discretionary entitlement process and for the CEQA process, when applicable (such as the potential secondary effects of the project's proposed parking supply if a parking deficit is identified).

### **Task 1.9: Access and Circulation**

Fehr & Peers will qualitatively review the Project's site plan and assess access and circulation for all modes. As part of this task, we will review items such as: driveway location(s), bicycle and pedestrian access, passenger loading zones, sight distance at project driveways, and on- and off-site vehicular travel way geometry. We will reference the City of San Mateo's General Plan policies and any relevant area plans or specific plans in conjunction with general transportation engineering and planning principles. The Project team will provide a current version of the Project site plan for this assessment.

#### *Additional Optional Subtasks*

Fehr & Peers is available to support other tasks as a part of the access and circulation evaluation such as:

- Evaluating the project's effect on accessibility and hazards for people driving, walking, biking, riding transit, or using other modes (such as scooters) within a reasonable distance of the project site. This may include estimates of the number of people who are expected to walk, bike, ride transit, or using other modes during the study periods.
- Evaluating the project's effect on public transit travel times.
- Developing conceptual plans for development project related off-site improvements, such as roadway, intersection, pedestrian, or bicycle facility changes.
- Preparing a loading demand analysis to determine whether existing and future loading for passenger and freight can be accommodated at the project site. We can tailor this analysis to estimate the effects of evolving travel pattern and demographic behaviors such as increased use of transportation network companies (TNC's, such as Uber/Lyft), autonomous vehicle, or online deliveries.
- Assessing the transportation conditions during construction, including but not limited to the anticipated number of worker and truck trips, truck routes to and from the site, and construction management plans.

### **Task 1.10: Impacts and Mitigations**

Fehr & Peers will compare the results of Tasks 1.6 through 1.9 to the significance criteria adopted by the City of San Mateo to identify significant transportation impacts. We will identify measures to mitigate significant impacts and will identify measures to improve transportation conditions when appropriate. We will include a discussion regarding SB 743 and potential VMT impacts in the documentation and document the TDM plan developed as a part of Section 2, if applicable. Should the project result in a significant impact to VMT or LOS, Fehr & Peers will prepare language for inclusion in the TIA and/or EIR that discusses how the proposed TDM Plan would potentially mitigate those impacts.

### **Task 1.11: Alternatives**

If applicable, Fehr & Peers will qualitatively assess the relative impacts of Project Alternatives by comparing their trip generation estimates to estimates to the Project. Some larger projects may require a quantitative assessment of the Project Alternatives.

### **Task 1.12: Documentation**

Fehr & Peers will document our methodology, analysis, results and findings in a transportation impact analysis (TIA) report. It will include a discussion of the existing transportation setting, regulatory agencies, significance criteria, significant impacts and mitigation measures. In coordination with City staff, we will define the number of rounds of review for each study where we will make revisions to the report back on consolidated comments that from the Project team. If requested, we will support the environmental lead to incorporate the findings of the TIA into the draft EIR and respond to transportation-related public comments on the Draft EIR.

We are also available to document our findings using public-friendly approaches such as infographics or videos. We can discuss available options with the City.

### **Task 1.13: Public Meetings and Hearings**

Fehr & Peers will attend public meetings and hearings on an as-needed basis. The total number and the scope of the meetings to be determined based on the initial project understanding. Fehr & Peers will prepare materials such as a presentation in advance as necessary and be available to answer questions from either elected officials, agency staff, or members of the public during these meetings.

## **Section 2 – Transportation Demand Management Plan**

Fehr & Peers is available to prepare TDM plans as a part of a TIA report or separately as a stand-alone plan. TDM plans for unique or complex land uses, such as large corporate campuses or hospitals, may require more extensive data collection or analysis to support the recommendations compared to more traditional residential or office buildings. In general, we anticipate that our scopes of work for TDM plans would include the following tasks.

### **Task 2.1: Existing Conditions**

Fehr & Peers will document existing transportation options within a reasonable distance (generally one-half mile) from the proposed project site, including frequency and locations served by transit service and distance by foot and bicycle to nearby complementary land uses. We will identify the existing pedestrian, bicycle, and transit facilities within this study area.

### **Task 2.2: Data Collection**

If applicable, such as for large corporate campuses, Fehr & Peers will collect data to support the development of a TDM plan. This could include travel surveys of people at an existing site or similar land use, counts of people driving, walking, biking, and taking transit, or other data sources listed in Task 1.3.

### **Task 2.3: Recommended TDM Strategies**

Fehr & Peers will prepare a TDM plan that outlines measures and strategies to achieve the Project's goal reduction to auto trips and vehicle miles traveled set forth by the City of San Mateo or C/CAG. As part of this task, we will discuss TDM options with the project sponsor and City, prepare a list of potential measures and strategies for the sponsor and City to review, document the final selection of measures and strategies, and assess the potential effectiveness in meeting the applicable non-auto mode share or trip reduction targets.

Assessment of effectiveness for most projects will be based on review of pertinent literature, including both the 2010 CAPCOA manual on Mitigating Greenhouse Gas Emissions as well as updated research Fehr & Peers is in the process of conducting for the California Air Resources Board. For larger projects or unique land uses, Fehr & Peers may conduct a more detailed market analysis of potential for shifting vehicle trips to a variety of different modes; this analysis may take into account typical commute locations, anticipated origins and destinations of trips, and existing or future transit networks. Fehr & Peers will prepare a table showing the expected effects of the TDM Plan on the traffic forecasts and operations analysis.

### **Task 2.4: Current and Projected Trip Generation**

Fehr & Peers will use trip generation findings from the TIA to estimate the total trip reduction based on site location, surrounding transportation, density, and implementation of the TDM measures designated as 'required'. For more complicated projects, Fehr & Peers may present a variety of TDM scenarios along with ranges of potential reduction. If the plan is prepared separately from the TIA, a task will be added to estimate trip generation using the methodologies noted in Task 1.5. Fehr & Peers will then present the estimated reduction in vehicle trips alongside the project's goal for trip reduction and an updated projection of total trips with the TDM measures.

## **Section 3 – Peer Review Scope of Work**

If requested by the City of San Mateo, we will conduct a peer review of the TIA report or TDM plan prepared by another transportation consultant or by City staff. We will review the study in accordance with the City of San Mateo TIA or TDM guidelines.

#### **Section 4 – On-Call Services**

Provide, on task order basis, transportation engineering and planning services to the City, including but not limited to, parking demand studies, traffic operations analyses, and parking occupancy studies.

## 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.*



## 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 an