

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
COMMUNITY DESIGN + ARCHITECTURE
FOR DESIGN PROFESSIONAL SERVICES
FOR PEDESTRIAN MALL STREETScape DESIGN**

WHEREAS, the CITY OF SAN MATEO (“City”), a municipal corporation of the State of California, and COMMUNITY DESIGN + ARCHITECTURE (“Consultant”), entered into an Agreement for design professional services (“Agreement”) on January 5, 2022; and

WHEREAS, the City amended the contract with the Consultant on June 8, 2022 to expand the scope of services to include utility potholing and extend the contract completion date; and

WHEREAS, the City wishes to further expand the scope of services in Exhibit A to include the research and conceptual design for crash-rated bollard options, completion of utility location ground penetrating radar analysis, design for additional ADA parking spaces adjacent to the pedestrian mall, traffic signal enhancements, and engineering support services during construction;

WHEREAS, the City wishes to increase the agreed upon Fee Rate to include the cost of the additional scope of services as outlined in Exhibit B of this Amendment to provide compensation for this additional scope; and

WHEREAS, the City wishes to extend the term of the agreement to allow for the additional scope of work to be integrated into the project design.

NOW, THEREFORE, the parties agree as follows:

1. The Scope of Services of the Agreement is amended to include the Additional Scope of Services as attached as Exhibit A to this Amendment.
2. Section 4 of the Agreement is amended to change the completion date of the Agreement to December 31, 2023.
3. Section 5 of the Agreement is amended to increase the fee to an amount not to exceed \$262,251 to incorporate the fee for the Additional Scope of Services as attached to Exhibit B of this Amendment; and to establish a contingency reserve in the amount of \$14,000 for any further required contract amendments.
4. The remaining terms of the Agreement, included as Exhibit C to this Amendment, remain in full force and effect.

CITY OF SAN MATEO

CONSULTANT

Drew Corbett
City Manager

Community Design + Architecture
Philip Erickson, President

Date: _____

Date: _____

APPROVED AS TO FORM

Mazarin Vakharia
Assistant City Attorney

Date: _____

Basic Scope of Services – Amendment #2 REVISED

Task 1 Project Management and Meetings

Task 1.1 Ongoing Project Management

CD+A will provide ongoing team and team/city project management. This would include staff and/or team phone calls/meetings outside of the project team meetings under Task 2.1 and correspondence to maintain communication during the project. Status reports will accompany monthly invoicing and will describe the work done in the previous month.

Task 2.1 Project Team Meetings

The CD+A team will meet with city staff at focused team/city meetings to discuss project items. CD+A or other team member as appropriate will prepare meeting agendas and summary notes, action items, and schedule. Meetings are assumed to be virtual. Included in this scope of work is an allowance for up to the number of hours for meetings summary notes, and other coordination as shown under Deliverables. Based on previous meetings, we anticipate one hour per meeting.

Deliverables

- Scope assumes an hourly allowance for up to twelve hours for one representative from CD+A, and eight hours each for one representative from Wilsey Ham and Fehr & Peers for meetings, summary notes, and coordination.

Task 2 ADA Parking Stall and Ramp Design

Task 2.1 ADA Stalls on 2nd Ave at B St

Task 2.1.1 Perform Topographic Survey

Wilsey Ham has performed a site visit to review the proposed ADA parking stall locations that were originally put forth by the City. We understand from conversations with the City that the two ADA parking stalls ideally will be located adjacent to one another with immediate access to the center of the pedestrian mall and cannot be located in the parking structure. Based on this understanding as well as our site assessment of the existing design constraints (such as cross slopes, drainage structures, surface features, etc.), we believe the ADA stalls can be located on westbound 2nd Avenue immediate to the northeastern B Street & 2nd Ave curb return.

Wilsey Ham will perform topographic field survey of this area to identify pavement, gutter lip, flowline, top of curb, back of walk elevations, as well as exterior finished floors at doorway thresholds and pertinent site features. The survey will be based on temporary local control. We will add the topographic information to the base mapping that has already been prepared for this project.

As part of the site survey Wilsey Ham will determine the curb height at the proposed locations of the mid-block temporary ramps. We understand that the ramp locations will be provided by CD+A. Wilsey Ham will manually determine the curb heights by means of measure-downs.

Deliverables

- Updated base mapping that includes topographic survey data in digital format (CAD and PDF).

Task 2.1.2 Prepare ADA Parking Stall and Ramp Design

Wilsey Ham will use the topographic survey information to prepare a striping layout and grading designs for the two ADA stalls, passenger loading zone, curb ramp, and sidewalk conforms. The ADA stalls, passenger loading zone, and curb ramp will be graded to meet current California Building Code (CBC) and Caltrans design standards. The layout and grading information will be provided in a Paving, Striping, and Signage Plan and a Grading and Drainage Plan, which will be shown on a single sheet. This sheet will be slipped into the 95% and 100% design plan sets. Specifications and cost estimate for ADA parking stall and related improvements will also be included as part of Wilsey Ham's 95% and 100% PS&E effort and deliverables.

Deliverables

- Paving, Striping, and Signage/Grading and Drainage Plan in digital format (CAD and PDF).
- 95% and 100% specifications will be provided in digital format (Word).
- 95% and 100% cost estimate will be provided in digital format (Excel).

Task 3 Bollard / Barrier and Footing Design

Task 3.1 Utility Location GPR

Wilsey Ham will engage a utility location consultant to perform ground penetrating radar (GPR) in the area of the proposed bollard/barrier installations at the 1st, 2nd, and 3rd Avenue intersections. The limit of the GPR work will extend beyond the proposed locations of the bollards; this information will be helpful should existing utilities need to be relocated for the bollard installation. The locator will mark the utilities using temporary paint marks with industry-standard colors. The locator will also provide the approximate utility depths that can be determined by means of the GPR. The utility location consultant will perform their work during the early morning hours (4am to 8am) so that the intersection work can be completed prior to commute hours. They assume that traffic control will not be necessary for work during the early morning hours. The work in the intersections will be performed with a two-person crew – one locator and one spotter.

Deliverables

- Utility locator's field report of the approximate underground utility locations and depths in digital format (PDF).

Task 3.2 Topographic Field Survey of GPR Paint Marks

Wilsey Ham will perform topographic field survey of the paint marks. The survey will be based on temporary local control. The survey information will be added to the base mapping that has already been prepared for this project. We assume that traffic control will be necessary for the survey work in the intersections.

Deliverables

- Updated base mapping that includes the topographic survey of the utility paint marks in digital format (CAD and PDF).

Task 3.3 Prepare Structural Design for Bollard / Barrier Footings

Task 3.3 Prepare Bollard Level-of-Crash Rating Analysis and Subdrain

Recommendations

We understand that several bollard type options are being proposed for the project, including but not limited to automatic retractable bollards and architectural non-retractable concrete bollards. Per discussions with the design team, the architectural non-retractable concrete bollards will be a prefabricated spherical element with their own integrated base and will sit directly on pavement with no direct attachment and no foundation. They are not crash rated. Wilsey Ham will engage structural engineering subconsultant KPW to provide an engineering analysis to develop an understanding of the level of vehicular crash protection the prefabricated concrete bollard may offer.

KPW's deliverable will consist of a memo stating their findings. KPW has not included response to plan check comments or construction administration in their scope since they are not responsible for the bollard design; if this scope is requested, KPW can prepare a proposal for this effort.

Wilsey Ham will provide recommendations for the retractable bollard subdrain system, if the manufacturer recommends that a subdrain system be included. The footing dimensions for the automatic retractable bollards have not yet been designed and may be deeper than the local storm drain system. There are also a number of utilities of unknown depth between the proposed footing locations and storm drain. Wilsey Ham will base its recommendations, including a potential recommendation to not install a subdrain system due to the design constraints, on typical and known utility depths as well as groundwater depth information provided by the City and informed by potholing previously performed for the project.

Wilsey Ham will include the automatic retractable bollard footing detail in their plan set. This detail will be designed by the manufacturer and will be included in the set to provide a biddable item for the Contractor. Wilsey Ham will state on our plan the City's stated design criteria and required crash rating that the bollard should meet, and include notes that direct the Contractor to coordinate with the manufacturer for stamped shop drawings for the entire automatic retractable bollard system and project design. The Contractor will be responsible for any changes to the detail, automatic retractable bollard system, and project design to accommodate the site conditions. Wilsey Ham will not be responsible for the review of the bollard detail or shop drawings, nor be liable for any issues related to the bollards.

CD+A will coordinate with the design team on the bollards and coordinate with the automatic retractable bollard manufacturer to have the manufacturer review team plans prior to completion of the bid set drawings.

Deliverables

- Architectural concrete bollard level of crash rating analysis memo.
- Subdrain recommendation to be added to plan on an as-needed basis if feasible.
- ASTM or reference materials purchased by KPW in order to prepare the foundation design.

Task 3.4 Intersection Bollard / Barrier Research, Coordination, and Design

CD+A has researched and prepared a prioritization and product findings matrix for a range of bollards, gates, and other barriers, including automatic and crash rated bollards, gates, and barriers that were not included under the original scope and budget. While CD+A strived to be efficient in this effort and tried to cover these costs under the current contract, this was not possible and additional budget is needed to cover a portion of this effort.

CD+A has researched and prepared a second product matrix of the three shortlisted barrier types selected by the city (light weight removable bollards, automatic retractable bollards, and double swing gates) to aid the city in selection of the final preferred treatment(s). CD+A coordinated with the city and team members on product findings, including footing needs, anticipated structural engineering review needs, and potential power/automatic needs. Research included obtaining product data sheets, product and footing details, and approximate material costs, as available.

This effort included conceptual layout of the barrier treatments and their footings on a base and utility map provided by Wilsey Ham to see if potential utility conflicts may occur. CD+A coordinated with Wilsey Ham to learn if the potential utility conflicts can be resolved by utility relocation or other measures, or if the barrier treatments would be precluded from use.

With the selection by the city of automatic retractable bollards flanked by architectural concrete bollards to be used for the project, CD+A will coordinate with the city and automatic retractable bollard manufacturer to finalize the details of the barrier system such as method to enter and exit through the barrier and placement of the power unit cabinets, and with Fehr & Peers and Wilsey Ham on issues such as power for the system and coordinate siting. CD+A will coordinate with the bollard manufacturer to obtain project specific specifications for the automatic retractable bollard system and cost estimate. Budget reflects the additional effort related to identifying the automation and crash resistance of the retractable bollard system.

Wilsey Ham will provide recommendations regarding how the automatic retractable bollard footings and restorative pavement materials are to be installed so that existing utilities and utility trenches are not impacted, positive drainage to existing storm drain facilities is maintained, and pavement restoration work meets City requirements. We understand that the architectural bollards may need to be placed on a fairly flat surface; the existing cross slopes at the proposed bollard locations may exceed the recommended slopes. Wilsey Ham will perform a site visit to evaluate the existing slopes within the crosswalk areas where the bollards will be located (this area was not included in our previous site analysis). We will review the slopes and provide a rough grading schematic identifying the approximate proposed slopes and conform pavement areas. This analysis will not be based on topographic survey.

This information will be shown on plan; no additional specifications will be provided. Wilsey Ham has assumed 18 hours basis for this effort; if additional hours are necessary, additional funds will be required.

Deliverables

- 95% and 100% specifications will be provided in digital format (Word).
- 95% and 100% cost estimate will be provided in digital format (Excel).
- Bollard and barrier prioritization matrix.
- Bollard and barrier product matrix, up to two – one for initial effort and one for short-listed options.
- Concept plans of bollard and barrier options laid out in relation to existing utilities; up to 5 plans (CAD and PDF)
- Bollard footing and restorative pavement material installation direction will be included on the Improvement Plans (to be provided in CAD and PDF).

Task 4 Electrical Systems Assessment & Design

Based on discussions with the City and CD+A team, it was identified that the Project seeks to include an automatic retractable bollard system to protect the pedestrian mall.

Task 4.1 Show Automatic System Connections on Signal/Electrical Plans

Fehr & Peers will prepare plans that show the location and configuration of the proposed automatic system and necessary connections to the electrical grid per manufacturer's specifications and recommendations. Our plans will show the installation details for these systems at the following locations:

- B Street/1st Avenue intersection – electrical power to automatic retractable bollard system at south leg
- B Street/2nd Avenue intersection – electrical power to automatic retractable bollard system at both north and south legs
- B Street/3rd Avenue intersection – electrical power to automatic retractable bollard system at north leg

The installation details of the system and necessary electrical connections will be shown on the signal plans described as part of Task 5.2 work. Fehr & Peers will review the recommended power supply requirements from the automatic system designer/supplier and determine if the existing traffic signal power connections at the B Street/1st Avenue, B Street/2nd Avenue, and B Street/3rd Avenue traffic signal service points can accommodate this new load. . If the power requirements require new or modified electrical service equipment, Fehr & Peers will include that in the design and account for this in Tasks 4.1 and 4.2 work.

It is assumed that the system designer/supplier will provide project design plans and details, technical specifications, and estimate of probable cost to be included in the construction documents.

Task 4.2 PG&E Applications and Coordination

Fehr & Peers will prepare and submit PG&E applications for modifications to service for the three signalized intersections anticipated to provide electrical service to the security systems. Once PG&E has approved the proposed service locations and details, we assume the City will take over coordination with PG&E to amend their service contract accordingly.

Deliverables

- PS&E Application(s) for Modified Service (3 applications)

Task 5 Traffic Signal Phasing Assessment and Design

Based on discussions with the City and CD+A team, it was identified that Fehr & Peers investigate additional traffic signal timing, phasing, and operational modifications to the three signalized intersections adjacent to the pedestrian mall, and inclusion of necessary traffic signal infrastructure to accommodate these safety-related signal modifications.

Fehr & Peers will investigate and prepare design plans for the traffic signal modification at the following locations:

- B Street/1st Avenue intersection – detection at south leg
- B Street/2nd Avenue intersection – detection at both north and south legs
- B Street/3rd Avenue intersection – detection at north leg

Task 5.1 Signal Phasing Assessment

Fehr & Peers will prepare a short memorandum describing the feasibility of modifying the traffic signal phasing at the three signalized intersections to provide additional pedestrian safety considerations. Informed by recent City input received on November 14, 2022, Fehr & Peers will review opportunities for exclusive pedestrian crossing phases, which could include a protected (exclusive) turn phases for motorized traffic, and other signal phasing elements that have documented benefits to pedestrian safety, access, and circulation.

Our initial memorandum will document the opportunities, trade-offs, and rough order of magnitude costs (design and capital) for signal phasing options. We will provide our draft recommendations informed by the project priorities of pedestrian crossing safety and cost-effectiveness. We have included one revision to the memorandum as a result of consolidated comments from the City. The revised (final) memorandum will include specific signal operational features for each signalized intersection that will inform the additional signal design effort in Task 5.2.

Task 5.2 Additional Signal Design (PS&E)

Once the preferred signal phasing elements have been identified (Task 5.1 Final Memo), Fehr & Peers will revise the proposed traffic signal plans to show the traffic signal system infrastructure modifications.

We will prepare signal specifications for the proposed design, as well as an engineer's estimate for the signal modifications.

We have included two submittals of these design documents as part of this task. Once we have received a set of consolidated comments on our combined signal and electrical plans, we will meet with the City and CD+A design team if needed to clarify comments, and revise the plans, specifications, and estimates accordingly.

Included in the level of effort for this task is a mark-up of the traffic signal timing sheets to accommodate the phasing changes necessary to operate the changes to the signal phasing.

Deliverables

- Traffic Signal Phasing Assessment Memorandum, inclusive of mark ups of traffic signal timing sheets (Draft and Signal Design Plans, Specifications, and Estimate (95% and final))

Task 6 Engineering Services During Construction

Task 6.1 Engineering Services During Construction

The team will provide bid support and construction administration engineering support services during construction to the city as requested, up to the number of hours allocated in the project budget. Engineering services during construction tasks may include responding to bidder questions, review of submittals, and respond to "Request for Information" (RFIs) from the contractor during construction.

Deliverables

- Various; is based upon specific requested task.

Assumptions

- We assume that the ADA improvement plan will direct the Contractor to replace the pavement section to match the existing. No investigation of the existing pavement section is included in Wilsey Ham's scope.
- Utility relocation design is not included in this proposal. If necessary, utility relocation design will either be performed by Wilsey Ham as a separate contract outside of this project scope or performed by others.
- The team can transfer fee between tasks and staff, but the Grand Total fee will not be exceeded without prior approval from the City of San Mateo.
- KPW assumes that only one type of prefabricated bollard will be analyzed.
- KPW assumes that the crash rating analysis will be based on ASTM criteria and will assume a 2,430 lb small passenger vehicle car with a P1 penetration rating of 3.3 feet or less. With these assumptions an equivalent speed will be determined. The input criteria will be confirmed with the City prior to beginning analysis. KPW assumes that the cost of any reference materials purchased to perform their analysis can be passed directly on to the City.
- KPW has not included plan check comment response or construction administration services in its scope of services.
- The manufacturer of the retractable and standard bollards and footings will be responsible for their design. The Contractor will be responsible to coordinate with the manufacturer to acquire CA engineer stamped shop drawings and for any additional materials and coordination to update the shop drawings to meet the site conditions and City's approval. Wilsey Ham will include the bollard details in our plan set for bidding purposes, but will not review or approve the bollards, nor be liable for any issues related to the bollards.
- Conform grading around the proposed bollards or barriers is excluded from Wilsey Ham's scope.
- We assume that any City-required permits will be "no fee" permits. If fees are necessary, additional funds will be required.
- We assume that the bollards will be designed by others.
- EVA barrier type will be automatic retractable bollard and will be used across all of the EVAs.
- Barrier type between EVA and curb will be some version of an architectural concrete bollard and will be used across all of the non-EVA areas.
- It is assumed that the automatic retractable bollard system manufacturer and their engineer will provide project-specific design plans and details, technical specifications and estimate of probable cost to be included "as is" in the construction documents and that these will be provided free of charge to the design team and city.
- We assume that the City will allow utility location GPR to be performed during early morning hours and that traffic control won't be necessary to perform this work. If traffic control is necessary, additional fees will be required.
- Our traffic signal timing support does not include development of preemption timing calculations, coordination with Caltrain or CPUC, or any other effort that may be necessary for the city to secure approval from other agencies for timing and phasing changes. If signal timing and phasing changes trigger additional effort to support Caltrain, CPUC, or other agency efforts, we can support that effort as a result of a contract amendment.

Exhibit B

San Mateo Pedestrian Mall Streetscape Design – Amendment #2 Budget REVISED

	Total Team Budget			Community Design + Architecture (CD+A)						Wilsey Ham (WH)								Fehr & Peers (FP)					
Tasks	Team Labor	Total Expenses	Team Budget	Phil Erickson, Principal \$240	Connie Goldside, Associate Principal \$190	Project Urban Designer \$135	Urban Designer \$115	Labor Subtotal	CD+A Budget	Principal ENGR/SRVR \$275	Supervising ENGR/SURV \$247	Engineer II \$197	Senior Survey Tech \$183	Senior Designer \$173	2 Person Survey Crew \$284	Labor Subtotal	Exp.	WH Budget	Geoff Rubendall, Senior Associate \$270	Mike Johnstone, Senior Engineering Technician \$220	Nina Price, Project Engineer \$150	Labor Subtotal	FP Budget
Task 1 – Project Management and Meetings	\$ 7,936	\$ -	\$ 7,936	0	20	0	0	\$ 3,800	\$ 3,800	0	8	0	0	0	0	\$ 1,976	\$ -	\$ 1,976	8	0	0	\$ 2,160	\$ 2,160
1.1 On-going Project Management	\$ 1,520	\$ -	\$ 1,520		8			\$ 1,520	\$ 1,520							\$ -	\$ -	\$ -				\$ -	\$ -
1.2 Project Team Meetings	\$ 6,416	\$ -	\$ 6,416		12			\$ 2,280	\$ 2,280		8					\$ 1,976	\$ -	\$ 1,976	8			\$ 2,160	\$ 2,160
Task 2 – ADA Parking Stall Design	\$ 13,977	\$ -	\$ 13,977	1	4	0	0	\$ 1,000	\$ 1,000	1	7	24	2	11	14	\$ 12,977	\$ -	\$ 12,977	0	0	0	\$ -	\$ -
2.1 ADA Stalls on 2nd Ave at B St	\$ 13,977	\$ -	\$ 13,977	1	4	0	0	\$ 1,000	\$ 1,000	1	7	24	2	11	14	\$ 12,977	\$ -	\$ 12,977	0	0	0	\$ -	\$ -
2.1.1 Perform topographic survey	\$ 6,469	\$ -	\$ 6,469					\$ -	\$ -	1	1	2	2	7	14	\$ 6,469	\$ -	\$ 6,469				\$ -	\$ -
2.2.1 Prepare ADA parking stall and ramp design	\$ 7,508	\$ -	\$ 7,508	1	4			\$ 1,000	\$ 1,000		6	22		4		\$ 6,508	\$ -	\$ 6,508				\$ -	\$ -
Task 3 – Bollard / Barrier and Footing Design	\$ 29,417	\$ 11,880	\$ 41,297	5	44	16	40	\$ 16,320	\$ 16,320	0	6	19	2	14	16	\$ 12,557	\$ 11,880	\$ 24,437	2	0	0	\$ 540	\$ 540
3.1 Utility Location GPR	\$ 684	\$ 5,500	\$ 6,184		1			\$ 190	\$ 190		2					\$ 494	\$ 5,500	\$ 5,994				\$ -	\$ -
3.2 Topographic field survey of GPR paint marks	\$ 6,491	\$ 2,200	\$ 8,691					\$ -	\$ -			1	2	8	16	\$ 6,491	\$ 2,200	\$ 8,691				\$ -	\$ -
3.3 Prepare bollard level of crash rating analysis & subdrain recommendations	\$ 2,832	\$ 4,180	\$ 7,012	1	3			\$ 810	\$ 810		2	6		2		\$ 2,022	\$ 4,180	\$ 6,202				\$ -	\$ -
3.4 Bollard / barrier research, coordination, and design	\$ 19,410	\$ -	\$ 19,410	4	40	16	40	\$ 15,320	\$ 15,320		2	12		4		\$ 3,550	\$ -	\$ 3,550	2			\$ 540	\$ 540
Task 4 – Electrical Systems Assessment & Design	\$ 9,090	\$ -	\$ 9,090	0	2	0	2	\$ 610	\$ 610	0	0	0	0	0	0	\$ -	\$ -	\$ -	14	5	24	\$ 8,480	\$ 8,480
4.1 Show Automatic System Connections on Signal/Electrical Plans	\$ 2,570	\$ -	\$ 2,570		2		2	\$ 610	\$ 610							\$ -	\$ -	\$ -	2	1	8	\$ 1,960	\$ 1,960
4.2 PG&E Applications and Coordination	\$ 6,520	\$ -	\$ 6,520					\$ -	\$ -							\$ -	\$ -	\$ -	12	4	16	\$ 6,520	\$ 6,520
Task 5 – Traffic Signal Phasing Assessment & Design	\$ 11,790	\$ -	\$ 11,790	0	3	0	0	\$ 570	\$ 570	0	0	0	0	0	0	\$ -	\$ -	\$ -	12	9	40	\$ 11,220	\$ 11,220
5.1 Signal Phasing Assessment	\$ 3,890	\$ -	\$ 3,890		1			\$ 190	\$ 190							\$ -	\$ -	\$ -	4	1	16	\$ 3,700	\$ 3,700
5.2 Additional Signal Design (PS&E)	\$ 7,900	\$ -	\$ 7,900		2			\$ 380	\$ 380							\$ -	\$ -	\$ -	8	8	24	\$ 7,520	\$ 7,520
Task 6 – Engineering Services During Construction	\$ 12,161	\$ -	\$ 12,161	2	12	0	10	\$ 3,910	\$ 3,910	1	4	8	0	4	0	\$ 3,531	\$ -	\$ 3,531	12	4	4	\$ 4,720	\$ 4,720
6.1 Engineering Services During Construction	\$ 12,161	\$ -	\$ 12,161	2	12		10	\$ 3,910	\$ 3,910	1	4	8		4		\$ 3,531	\$ -	\$ 3,531	12	4	4	\$ 4,720	\$ 4,720
TOTAL BASE TASKS	\$ 84,371	\$ 11,880	\$ 96,251	8	85	16	52	\$ 26,210	\$ 26,210	2	25	51	4	29	30	\$ 31,041	\$ 11,880	\$ 42,921	48	18	68	\$ 27,120	\$ 27,120
CONTINGENCY – 15%	\$ 12,656	\$ 1,782	\$ 14,438																				
TOTAL BASE TASKS + CONTINGENCY	\$ 97,027	\$ 13,662	\$ 110,689																				

Notes:

1. The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
2. Team Budget includes subconsultants and reimbursable costs.
3. All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern.

Exhibit C

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
COMMUNITY DESIGN + ARCHITECTURE
FOR DESIGN PROFESSIONAL SERVICES
FOR PEDESTRIAN MALL STREETScape DESIGN**

WHEREAS, the CITY OF SAN MATEO (“City”), a municipal corporation of the State of California, and COMMUNITY DESIGN + ARCHITECTURE (“Consultant”), entered into an Agreement for design professional services (“Agreement”) on January 5, 2022; and

WHEREAS, the original scope of services contemplated the development of design and construction drawings for the short-term improvements to the pedestrian malls; and

WHEREAS, the City wishes to expand the scope of services to include the additional proposed services in Exhibit A of this Amendment to evaluate utility locations and the cost to potentially reconstruct the roadway for future capital improvements; and

WHEREAS, the City wishes to increase the agreed upon Fee Rate to include the cost of the additional scope of services as outlined in Exhibit B of this Amendment to provide compensation for this service; and

WHEREAS, the City wishes to extend the term of the agreement to allow for the additional scope of work to be integrated into the project design.

NOW, THEREFORE, the parties agree as follows:

1. The Scope of Services of the Agreement is amended to include the Additional Scope of Services as attached as Exhibit A to this Amendment.
2. Section 4 of the Agreement is amended to change the completion date of the Agreement to March 31, 2023.
3. Section 5 of the Agreement is amended to increase the fee to an amount not to exceed \$166,000 to incorporate the fee for the Additional Scope of Services as attached to Exhibit B of this Amendment.
4. The remaining terms of the Agreement, included as Exhibit C to this Amendment, remain in full force and effect.

CITY OF SAN MATEO

Drew Corbett

Drew Corbett
City Manager

Date: 6/8/2022

CONSULTANT

Philip Erickson

Community Design + Architecture
Philip Erickson, President

Date: 6/8/2022

B STREET PEDESTRIAN MALL STREETSCAPE DESIGN – ADDITIONAL DESIGN SERVICES – UTILITY LOCATION AND ROADWAY RECONSTRUCTION ANALYSIS SCOPE AND BUDGET

Exhibit A - Additional Scope of Services

Task 1 Utility Location

Task 1.1 Perform Utility Potholing (6 potholes)

Wilsey Ham will engage a utility locating consultant to perform potholing services of underground utilities within the project area. We have included 6 potholes in our scope. We will focus the potholing effort on utilities that we anticipate are the most shallow, including water services, gas services, and street light conduit, since the shallower utilities will have the most impact on the design. The potholing contractor will measure the existing pavement sections observed during potholing. Based on information provided by the City from a recent street light conduit installation project on B Street we understand that the existing pavement section is approximately 2 inches of asphalt over 6 inches of concrete. The potholing consultant's minimum excavated depth shall be to the top of the desired utility, which we assume is below the existing asphalt and concrete pavement section. Thus, we assume it will be possible for the potholing consultant to determine the existing pavement section at the location of each pothole. If the desired utility is not located within 5 feet of existing pavement grade, then the consultant will stop digging and identify the pothole as a "dry hole".

We understand that there is likely a historic streetcar spur track below the pavement surface. The City is not aware of the exact location of the spur track. For the purpose of the project design, we will assume that the spur track is located immediately below the existing asphalt and concrete pavement section.

We understand that the City has requested that the potholing be performed as cost efficiently as possible. With consideration to this request, we have not included horizontal utility location by means of ground penetrating radar in our scope. Instead, we anticipate that the utility potholing consultant will call in a USA utility location request and locate their potholes based on the USA paint marks. Traffic control is not included in this proposal since the area of work is located within areas where vehicular traffic is restricted. In our experience the utility potholing consultant's schedule varies significantly based on their workload. That stated, we anticipate that the consultant will be able to perform the potholing scope within three (3) weeks of being authorized if the City expedites the encroachment permit approval.

Deliverables

- Pothole data sheets in digital format (PDF).

Task 1.2 Perform Dips of Storm Drain and Sanitary Sewer Structures

Wilsey Ham's survey crew will perform measure down dips of existing storm drain and sanitary sewer facilities within the project area in order to determine the approximate pipe diameters, invert depths, and cover for the piping between these structures. We estimate that ten (10) storm drain and sanitary sewer structures will need to be dipped.

Deliverables

- Storm drain and sanitary sewer dip sheets in digital format (PDF).

Task 1.3 Update Base Maps with Pothole and Dip Information

Wilsey Ham will add the pothole and dip data to the base maps that we prepared for the project as part of the base scope.

Deliverables

- Updated base maps in digital format (CAD and PDF).

Task 2 Limited Roadway Reconstruction Analysis

Task 2.1 Evaluate Pothole Data and Impact on Reconstruction Design

Wilsey Ham will evaluate the potholing and dip data to identify which utilities will be impacted by the proposed lowering of the roadway crown elevation. We will coordinate this analysis with our understanding of the typical utility cover requirements. We will identify utilities that may need to be relocated to deeper below the roadway pavement surface after it is reconstructed as well as utilities that may only need denser backfill and/or concrete caps.

B STREET PEDESTRIAN MALL STREETScape DESIGN – ADDITIONAL DESIGN SERVICES – UTILITY LOCATION AND ROADWAY RECONSTRUCTION ANALYSIS SCOPE AND BUDGET

Deliverables

- Utilities that may require relocation or concrete caps will be called out on the project plan, which will be provided in digital format (CAD and PDF).

Task 2.2 Perform Roadway Reconstruction Analysis and Cost Estimate

WH will review two alternatives of the reconstruction of the roadway along B Street from 1st Ave through 3rd Ave. The first alternative maintains a six-inch curb along the roadway and requires a deeper pavement reconstruction section. The second alternative raises the roadway to sidewalk elevation with the use of a retaining curb and grates between the tops of curbs and over the gutter pans. We assume the finish pavements for both alternatives will need to meet ADA slope requirements; Wilsey Ham will include plan notes that direct the contractor to maintain maximum allowable slopes. Wilsey Ham will review the existing roadway cross slopes and prepare rough estimates of the pavement reconstruction section required to install the two alternative pavement sections. Wilsey Ham will assume cross slopes in the B Street/2nd Ave intersection based on existing cross slopes on the adjacent blocks.

As part of the grading analysis we will conservatively assume the proposed roadway pavement section based on the underlying pavement section to remain and emergency vehicle/garbage truck-specific road sections from recent projects. Rough depths of assumed excavation will also be provided. Wilsey Ham will prepare a rough order of magnitude estimate of probable costs anticipated for the two reconstruction alternatives. CD+A will coordinate with Wilsey Ham.

Deliverables

- Rough order of magnitude estimate of probable costs for two (2) roadway section alternatives. The estimate will be provided in digital format (Excel and PDF).
- Four (4) proposed pavement reconstruction sections (one for each alternative for B Street between 1st Ave and 2nd Ave and one for each alternative between 2nd Ave and 3rd Ave) will be included in the project plans. The plans will be provided in digital format (Excel and PDF).

Assumptions

- We assume that the potholing encroachment permit will be a City-approved “no fee” permit. No permitting fees are included in this proposal.
- Utility relocation design is not included in this proposal. If necessary, utility relocation design will either be performed by Wilsey Ham as a separate contract outside of this project scope or performed by others.
- The team can transfer fee between tasks and staff, but the Grand Total fee will not be exceeded without prior approval from the City of San Mateo.
- No geotechnical analysis will be provided. This scope is excluded from this proposal. Proposed pavement sections will be conservatively designed based on the underlying pavement section to remain as well as recent project experience.
- Environmental sampling and assessment are excluded from the scope of services. If desired, this work can be included under a separate proposal.
- No detailed grading or curb ramp design is included in this proposal.
- We assume that the potholing spoils will be non-hazardous and will be disposed of by the potholing subconsultant. If the spoils are determined to be hazardous and to require disposal at a special facility, additional funds will be required. The cost of the disposal will be dependent on the hazardous rating of the material. If the spoils are determined to be hazardous, we assume that the City will provide a local storage location for the spoils while the appropriate disposal location is identified.
- We assume that the pothole backfill will consist of Class II aggregate and asphalt cold permanent patch. If the City requires different backfill material, additional fees will be necessary.

Exhibit B
B Street Pedestrian Mall
 Additional Design Services #1
 Fee Proposal
 5/23/22

TASK DESCRIPTION	WilseyHam									CD+A				TOTAL
	MANAGING ENGINEER \$235 HRS	ENGINEER II \$197 HRS	SENIOR DESIGNER \$173 HRS	2 PERSON SURVEY CREW \$269 HRS	SUB- CONSULTANTS	TOTAL WH LABOR \$	TOTAL ALL \$	TOTAL WH LABOR HOURS		PRINCIPAL \$240 HRS	ASSOCIATE PRINCIPAL \$175 HRS	PROJECT URBAN DESIGNER \$120 HRS	TOTAL CD+A LABOR	TOTAL ADDITIONAL SERVICES #1
1. Utility Location														
1 Perform utility potholing (6 potholes)	235	1	591	3		8,836	826	9,662	4					\$ 9,662
2 Perform dips of storm drain & sanitary sewer structures			197	1	2,152	8	2,349	2,349	9					\$ 2,349
3 Update basemapping with pothole & dip information			394	2	519	3	913	913	5					\$ 913
Subtotal	235	1	1,182	6	519	3	2,152	8	8,836	4,088	12,924	18		\$ 12,924
2. Limited Roadway Reconstruction Analysis														
1 Evaluate pothole data & impact on reconstruction	470	2	788	4			1,258	1,258	6					\$ 1,258
2 Perform roadway reconstruction analysis and cost	470	2	3,152	16	1,384	8	5,006	5,006	26	480	2	525	3	\$ 6,251
Subtotal	940	4	3,940	20	1,384	8	6,264	6,264	32	480	2	525	3	\$ 7,509
GRAND TOTAL	1,175	5	5,122	26	1,903	11	2,152	8	8,836	10,352	19,188	50	480 2 525 3 240 2 1,245	\$ 20,433

Notes:

1. The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
2. Total All \$ includes subconsultants and reimbursable costs.
3. Hourly rates for WilseyHam effective through December 31, 2022 and subject to revision annually thereafter.
4. All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern.

Exhibit C

**AGREEMENT WITH COMMUNITY DESIGN + ARCHITECTURE
FOR DESIGN PROFESSIONAL SERVICES
FOR
PEDESTRIAN MALL STREETScape DESIGN**

This Agreement, made and entered into this day of 1/5/2022, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **COMMUNITY DESIGN + ARCHITECTURE**, a California Corporation, ("CONSULTANT"), whose address is 610 16th Street, Suite 305, Oakland, CA 94612:

RECITALS:

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

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

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

SECTION 2 - DUTIES OF CONSULTANT

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

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

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

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

SECTION 3 - DUTIES OF CITY

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

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

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on January 5, 2022 and be completed on or about October 31, 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 in an amount not to exceed \$145,485, 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. City shall allow the use of the documents for promotional and similar uses by CONSULTANT and shall provide written permission for such use in a timely manner.

SECTION 8 - CONFIDENTIALITY

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

SECTION 9 - INTEREST OF CONSULTANT

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

SECTION 10 - CONSULTANT'S STATUS

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

SECTION 11 - INDEMNITY

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

SECTION 12 - INSURANCE

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

SECTION 13 - NONASSIGNABILITY

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

SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in 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 sub-consultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

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

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

SECTION 20 - LITIGATION

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

SECTION 21 - NOTICES

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

To CITY: Kathy Kleinbaum
City of San Mateo
330 West 20th Avenue
San Mateo, CA 94403

To CONSULTANT: Community Design + Architecture
Attn: Philip Erickson
610 16th Street, Suite 305
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 and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Drew Corbett

1/5/2022

Philip Erickson

1/4/2022

Drew Corbett
City Manager

Date

Philip Erickson
Its Authorized Agent
President

Date

APPROVED AS TO FORM

Gabrielle Whelan

1/5/2022

Gabrielle Whelan
Assistant City Attorney

Date

Attachments:

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

Exhibit A

Scope of Services

The following revised Scope of Services provides a description of the work and deliverables needed to result in Phase I construction documents ready for bid in eight months.

Task 1 Project Management and Meetings

Task 1.1 On-going Project Management and Finalize Scope/Schedule

There will be regularly scheduled phone calls/meetings, and correspondence to maintain communication during the project. Status reports will accompany monthly invoicing and will describe the work done in the previous month and identify issues or outstanding decisions that could affect the progress of the project.

Deliverables and Meetings

- Finalized scope, budget, and schedule
- Conference call and meeting notes

Task 1.2 Kick-off Meeting and Other Meetings

A kick-off meeting and project area tour will include the CD+A Team, City project manager and key staff, and representatives of other key partners as determined by the City. The group will review project goals and participate in a tour of the B Street blocks and the general environs, and discuss desired and potential visions and challenges for the project. Team members will attend and participate in up to nine (9) additional meetings during the eight (8) month project. Meetings, with the exception of the kick-off meeting, are assumed to be virtual, with 2.5 hours for the kick-off meeting, three 2 hour working session and 1 hour for other meetings.

Deliverables and Meetings

- Kick-off meeting attendance by CD CD+A (3 attendees), WH (1 attendee), and FP (1 attendee)
- Attendance at three (3) working sessions: CD+A (2 attendees), WH (1 attendee), and FP (1 attendee)
- Attendance at up to nine (9) additional meetings: CD+A (2 attendees at all), WH (1 attendee at 6 meetings), and FP (1 attendee at 6 meetings)
- Monthly status reports with invoices, phone calls and emails necessary to collaboration

Task 2 Existing Conditions and Design Parameters

Led by CD+A, the Team will review and document existing conditions and design parameters that will inform the development of the Concept Designs in Task 3.

The City will talk with downtown businesses fronting the two segments of B Street about their experiences with the pilot temporary street closures and what has been working and what has not. This information will be forwarded to the CD+A Team to be integrated into the following tasks documentation and assessment.

The Team will identify data gaps affecting the team's ability to perform our work. The team will summarize the information from this work into a memorandum.

A major goal of the summary memo that the CD+A Team will prepare is to establish a shared understanding of existing conditions, the project construction budget, and project goals so that the project's opportunities and constraints can be effectively and creatively addressed in the conceptual design phase while also understanding the cost implications of various design options and the choices that the City and stakeholders will need to consider during conceptual design.

Task 2.1 Civil Engineering Conditions and Parameters

Wilsey Ham will prepare a base map for use in developing the project from City right of way CAD and record drawings, and Google mapping that will be scaled based on field measurements, and information gathered from performing field investigation/measurements. WH will perform a field visit to document the existing conditions. The assessment of each street section will be detailed, confirming the dimensions of the existing roadway, parking areas, and sidewalks; confirming

the locations of existing utility lids; and determining periodic street slopes and drainage patterns for the roadway segments by utilizing a smart-level. A topographic survey is not anticipated to be required for this project and is not included.

Deliverables and Meetings

- Base map, in AutoCAD/PDF
- Summary memo of issues

Task 2.2 Existing Use and Urban Design Conditions and Parameters

CD+A will document existing conditions and parameters that affect the design, implementation, and use of the Phase I mall improvements. This will include:

- Multimodal circulation and access needs for pedestrians of all abilities, bicyclists, business operations, and emergency and other services.
- Mall use and programming defining parameters for daily business and public use of the mall, special events, and community-wide events.
- Placemaking and other design features, such as guidance/standards for tables, seating, and other elements provided and managed by B Street businesses, basic parameters for integration of public art in the mall design, etc.
- Coordinate with Fehr & Peers to explore ADA accommodation and access needs related to signal modification options; and,
- CD+A will work with city staff to identify the items requiring maintenance and operation within the pedestrian mall, and how and who will maintain them. This could address items such as maintenance of planters, pavement painting, bollards/other street closure element, and maintenance and periodic removal and storage of tables, chairs, umbrellas, etc. that are not associated with a specific business.

Deliverables and Meetings

- Draft and final summary memo of issues

Task 2.3 Curb Management Conditions and Parameters

Fehr & Peers will gather data related to curbside loading needs and opportunities, through discussions with City staff and businesses. Fehr & Peers will provide a list of questions for the City to respond to based on their experience of the project area during the temporary closure and questions for the businesses through the survey in Task 2.4.

Additionally, understanding that curb management and loading needs are better understood and served at a block or multi-block level rather than block-face by block-face, we will collect and analyze data related to the curb designations within one block of the B Street pedestrian mall as highlighted in the map below. This will inform potential opportunities to modify curb designations in the project vicinity to address passenger and loading needs for businesses affected by the permanent closure of B Street.

Deliverables

- Questions for City regarding curb management lessons learned during temporary closure
- Map of existing curb designations

Task 2.4 Survey of Businesses

To help facilitate the gathering of key information from existing businesses about their needs in relation to loading and service access, and use, operations, and maintenance of pedestrian mall installations, CD+A and Fehr and Peers will develop a list of survey questions, either written or in SurveyMonkey, for the city to provide to affected businesses that will provide the team additional input about the current operations, loading needs, and related concerns that businesses have experienced or hope the project will address in some way. This will help to inform the design of the pedestrian mall, and inform CD+A and Fehr and Peers' work in Tasks 2.2 and 2.3. A set of draft survey questions will be developed and provided to the City for review. CD+A and FP will make one revision to the survey questions for inclusion in a survey to be administered by the City.

CD+A and Fehr & Peers will review the results of the survey responses and summarize the findings and provide suggestions about how the survey responses should influence the design development process.

Deliverables and Meetings

- Draft and final survey
- Draft and final summary of survey responses and design suggestions

Task 2.5 Traffic Signal Conditions and Parameters

Fehr & Peers will review the current signal systems at the three signalized intersections adjacent to the project limits and document opportunities, constraints, and recommendations to consider during design development that minimizes the need for signal upgrades as part of the Project.

Fehr & Peers will conduct a site walk with City staff and review the signal equipment, both above and underground, to extent feasible. We will also document the equipment in the controller cabinet to inform our work.



To inform the development of design alternatives, Fehr & Peers will provide a list of findings and considerations to the design team and City so the options are developed with signal considerations in mind to the extent feasible.

Deliverables

- Summary of field notes and findings to inform concept development phase

Task 3 Phase I Conceptual Design / 15% Design Plans and Estimate

This task will involve the development of several sketch design alternatives and focused studies of subareas or specific design issues and reviewing these with city staff and stakeholders. The sketch alternatives and studies will illustrate approaches for intersection and signal design; emergency vehicle, loading, and service access into the pedestrian mall; ADA access and accommodation at intersections and possible interim accommodation within the pedestrian mall, solutions for possible drainage or utility issues; bollard/entry gate design approaches; and inform city and private partner responsibilities for operations and maintenance of the pedestrian mall Phase I improvements. The alternatives will be evaluated by the CD+A Team and City staff. Finally, a preferred conceptual design and estimate of probable cost will be prepared and approved prior to beginning Task 4 PS&E Preparation.

Prior to starting work in this task, CD+A will organize and facilitate an up to two (2) hour working session to review the Task 2 materials defining conditions and parameters for the conceptual design effort and defining an initial framework for the alternatives to explore.

Task 3.1 Sketch Design Alternatives

Led by CD+A, the team will develop sketch alternatives for the design of the Phase I pedestrian mall design and public realm enhancements. The alternatives will focus on improvements that will be easier to implement and generally lower cost with the potential for some more permanent improvements, such as bollards or other entry treatment, and improvements at the intersection/gateway locations to the pedestrian mall that would not unduly constrain the design and implementation of the Phase II long term improvements, such as signal modification, and signage and striping.

The CD+A Team will first develop initial sketch plan concepts to investigate a variety of public space types and locations, street closure alternatives, multimodal access and intersection crossings, curb management, delivery/city/emergency access, and other considerations that come to light from the Task 1.2 kick-off meeting and site visit, city discussions with B Street businesses and shared survey, and other analysis and considerations resulting from the Task 2 work. The CD+A Team will then have a working session with City staff to review the initial sketch plan alternatives; likely two larger alternatives with additional sketches of subalternatives and focused design studies.

For example, these might include subalternative focused design studies for the intersections and entries into the pedestrian mall segments or concepts for use of areas that do not have businesses that would fully use the pedestrian mall space in front of their business. These spaces could provide for informal seating, small performances, or table seating for people who bring food from restaurants and cafes outside of the immediate B Street area. Other issues that can be explored through the sketch designs include:

Organization of space – Consider and explore how the design could provide a variety of flexible and public spaces such as plaza spaces with informal seating to allow for more informal public activities like meeting friends or attending smaller scale performances hosted by the Downtown San Mateo Association or others; open seating (non-business specific) for people to rest or people watch; table seating for people who bring food from home or restaurants and cafes outside of the immediate B Street area; and allow for other activation and recreational elements such as pop-up or designated child play areas, oversized chess boards, and similar uses.

Street closure design – Consider and assess treatment of the gateways into the blocks that maintains access for pedestrians; bicycles; and emergency vehicles, service providers, and loading. This will include determining the type and design of bollards or entry gate features.

Multimodal zone design – Identification of bicycle facilities (and fire and service lane) through the pedestrian mall with the use of striping, colors and/or patterns to define it from pedestrian space.

Pedestrian mall pavement treatment – The sketch concepts will explore the type, location, pattern(s), and colors of graphic patterns and street murals that can be implemented in the pedestrian mall and potentially at intersections. This will include identifying a design approach for integration of the city’s public art installation as part of the mall painting. Options for location and extent of the art street mural will be developed. CD+A brings their experience working on the 13th Street Commons project with the Lighthouse for the Blind to better understand the implications of pavement color, tones, and patterns and how they are perceived by low-sighted people and their sense of security and independence. The design of the pedestrian mall pavement treatment will integrate necessary striping or other delineation of bicycle, service vehicle, and emergency vehicle access.

Site furnishing treatments – The type, style, detail, flexibility, and placement of site amenities such as planters and plant materials, midblock temporary ADA ramps; moveable seating and tables, seating platforms, and refuse containers – either owned by the city or adjacent businesses.

Intersection and signal design – Informed by Task 2 efforts and in close coordination with the design team, Fehr & Peers will provide input into traffic engineering elements such as multimodal access, circulation, loading (passenger, commercial), garbage collection, and emergency access, as well as considerations for accommodating bicycle and pedestrian crossing at the three signalized intersections in the project area. Our deliverables will include mark-ups and sketches of potential design treatments consistent with the opportunities and constraints identified as part of Task 2 efforts.

Fehr & Peers will also provide an assessment of signal modifications that might be required for up to two concepts to ensure that for each concept, the signal system would be modified to provide adequate operations and accessibility once B Street approaches are permanently closed.

With input from Fehr & Peers, CD+A will prepare the striping plans for the intersections to facilitate transition and integration of the pedestrian mall and entry area graphic pavement treatments.

Curb management and service access – Fehr & Peers will utilize the information gathered in Task 2 to determine the amount of passenger and commercial loading spaces needed in the vicinity of the project. In coordination with the design team and the City, we will identify which loading instances will occur within the Pedestrian Mall and which will need to be accommodated on adjacent blocks. The concept design alternatives developed by the team will identify how loading will be accommodated within the Pedestrian Mall. For loading needing to be accommodated on adjacent blocks, Fehr & Peers will identify potential opportunities to modify curb designations in the project vicinity to address passenger and commercial loading and ADA parking needs for businesses affected by the permanent closure of B Street. We will provide pros and cons for different options and coordinate with the City to determine the best strategy that the City can implement, then monitor and adjust over time. These discussions will occur as part of workshop meetings scoped in Task 1.

Civil engineering design – Prior to starting development of the improvement plans, WH will look to resolve key design constraints with the City. It will be important to determine how the City wants to proceed with temporary accessibility issues, drainage solutions, and requirements for and potential conflicts to traffic barriers or bollards. Wilsey Ham’s scope includes review of the existing constraints and recommendations for mitigating these deficiencies on a temporary basis (4 total hours of review and recommendations are included in their scope). No design of new ADA improvements is included in Wilsey Ham’s scope. If desired, Wilsey Ham can prepare a proposal for this work.

The sketch plan concepts can be shared with businesses and property owners and other stakeholders by the city for review and comment.

Deliverables and Meetings

- Team working session to establish a framework for alternatives to explore in the sketch planning process attended by CD+A, WH, and FP (budget for meeting attendance in Task 1.2)
- Map of potential future curb designations
- Summary of the signal infrastructure modifications needed for each design alternative
- Initial sketch concepts of potential design treatments for the Pedestrian Mall, in PDF

- Team working session to discuss initial sketch concepts attended by CD+A, WH, and FP (budget for meeting attendance in Task 1.2)
- Up to two conceptual alternative sketch plans with some subalternatives for particular elements or areas of the mall, in PDF

Task 3.2 Develop Preferred Design Concept and Estimate of Costs

Based on the findings of Task 3.1, CD+A will lead the team in a working session with city staff to refine the alternatives into a preferred design concept.

The CD+A Team will then develop the preferred design concept to a 15% design level for the two blocks of the B Street pedestrian mall. The design concept will address the pavement treatment including delineation of the areas for public art street mural(s), potential use of site furnishings, signage and striping, and other project elements. Fehr & Peers will support CD+A and Wilsey Ham during the development of 15% design plans, providing peer review of proposed signing, striping, and layout plans, including treatments that would affect pedestrian, bicycle, and goods movement through the project area.

A draft preferred design concept plan and rough order of magnitude (ROM) costs will be prepared and reviewed with staff, including for the traffic signal modification elements by Fehr & Peers. Staff may wish to share the draft plan with businesses and property owners along the pedestrian mall for feedback; if so, city shall relay comments to be considered and integrated to the CD+A Team. After receiving feedback and further direction from staff, the CD+A Team will prepare a final preferred design concept plan/15% design plan and estimate of probable costs for City Council approval prior to the CD+A Team starting Task 4 Phase I PS&E.

Deliverables and Meetings

- Team working session to review alternatives and set direction for the preferred design concept attended by CD+A, WH, and FP (budget for meeting attendance in Task 1.2)
- Draft and final conceptual plan for one preferred concept plan, in PDF, Adobe Illustrator, and AutoCAD
- Draft and final rough order of magnitude (ROM) costs for preferred concept plan to a 15% design level

Task 3.3 City Council Meeting Assistance

Prior to moving into PS&E tasks, the preferred plan will be brought to the City Council for concurrence and approval. CD+A will provide an illustrated preferred concept plan to city staff for use in their presentation, and participate in the presentation of the project to Council to present the Phase I design and estimate of probable costs.

Meetings

- Participation at City Council meeting, CD+A

Task 4 Phase I Plans, Specifications, and Estimates

The CD+A Team will work from the approved preferred design concept to develop more detailed design plans, specifications, and estimate of probable costs. CD+A will also prepare a design parameters memorandum for the public art street mural installation(s). Comments from the city, and potentially stakeholders, will be incorporated into the construction documents. One round of comments and receipt of consolidated and actionable comments from the city is assumed per submittal task. Structural design is excluded from this proposal. Electrical design and PS&E for additional lighting, powered bollards, entry gates, or similar features are not included and can be provided as an **OPTIONAL TASK** if found to be needed. Structural, electrical/joint trench, and utility design work are excluded. No ADA ramp or path of travel design is included.

Fehr & Peers will provide support during the PS&E stage, providing peer review of proposed signing, striping, and layout plans, including treatments that would affect pedestrian, bicycle, and goods movement through the project area, as well as review proposed draft plans prior to submittal to the City at the 95% stage as part of this task.

Task 4.1 95% Phase I PS&E

Based on the outcome of Task 3, the CD+A Team will prepare 95% level plans and estimate of probable costs for the project.

The team will review city comments, and stakeholder comments as appropriate, on the 15% design plans and incorporate comments as appropriate. The CD+A Team will then prepare 95% design plans, technical specifications, and estimate of probable costs. PS&E to be prepared in City format. City to prepare and provide the “front end” of the specifications, general provisions, and special provisions. Budget assumes no redirection of design.

The following sheets are anticipated to be included in the base plan set:

- Title Sheet (1)
- Notes Sheet (1)
- Improvement Plan Sheets (3)
- Demolition & Erosion Control Plan (3)
- Urban Design Notes Sheet (1)
- Urban Design and Materials Layout Plans (2) (Includes selection and placement of planters with plants, temporary ADA ramps, refuse/recycling cans, and bollards or entry gate feature)
- Urban Design and Materials Layout Plans (3) (pavement graphic and delineation of public art street mural installations - may be placed on Striping Plan)
- Urban Design and Materials Detail Sheets (up to 2 sheets)

Traffic Signal Timing Adjustments and APS only

Fehr & Peers’ work effort will include the following:

- Development of signal timing plans for all three intersections (three time periods per location) using Synchro software and existing timing cards from the City.
- Development of specifications for the upgrade from existing pedestrian push button assemblies to APS.
- Narrative of minor signal infrastructure changes that do not require a plan to implement (i.e. "contractor shall replace standard three section signal head with left arrow signal head").

Fehr & Peers will prepare mark-ups to existing traffic signal timing plans for all three signalized intersections to accommodate the closure of B Street to motorized traffic; this assumes signal existing timing cards will be provided by the City and includes revisions for up to three time periods (Weekday AM, Weekday PM, and off-peak conditions). We will complete this effort by developing an intersection model for each intersection using the Synchro software. We will develop the timings using the Synchro software and make the files available to City staff if requested.

Deliverables

- Mark-up of signing, striping, and layout plans at 95%
- Mark-ups of existing traffic signal timing plans for B St/1st Ave, B St/2nd Ave, and B St/3rd Ave
- Narrative about minor traffic signal infrastructure modifications
- Specifications and Engineer's Estimate for APS and other minor traffic signal equipment modifications

WH will lead preparation of the cost estimate. Their construction cost estimates will be based on their database of local, recent data whenever possible. This data is used along with estimates for construction cost increases to estimate unit pricing. They use detailed unit cost bid items that allow for flexibility during construction, thereby reducing a contractor’s ability to continue to negotiate pricing after the competitive bid.

Deliverables

- Phase I 95% PS&E submittal, in PDF, Excel, and Word

Task 4.2 Final Phase I PS&E

Comments from the city will be reviewed on the 95% plans and the team will prepare and submit written responses. City comments will be incorporated as appropriate. The CD+A Team will then prepare final design plans, specifications, and estimate of probable costs for use for bidding purposes. Budget assumes minor comments.

Traffic Signal Timing Adjustments and APS only

Fehr & Peers will revise the signal timing plans if City provides comments on our initial submittal. We will also make minor revision to the signal specifications in response to City comments.

Deliverables

- Revisions to signal timing mark-ups

Deliverables and Meetings

- 95% comment matrix with responses
- Draft and final Phase I Final PS&E submittal, in AutoCAD, PDF, Word, and Excel

Proposed Schedule

The CD+A Team anticipates the following schedule.

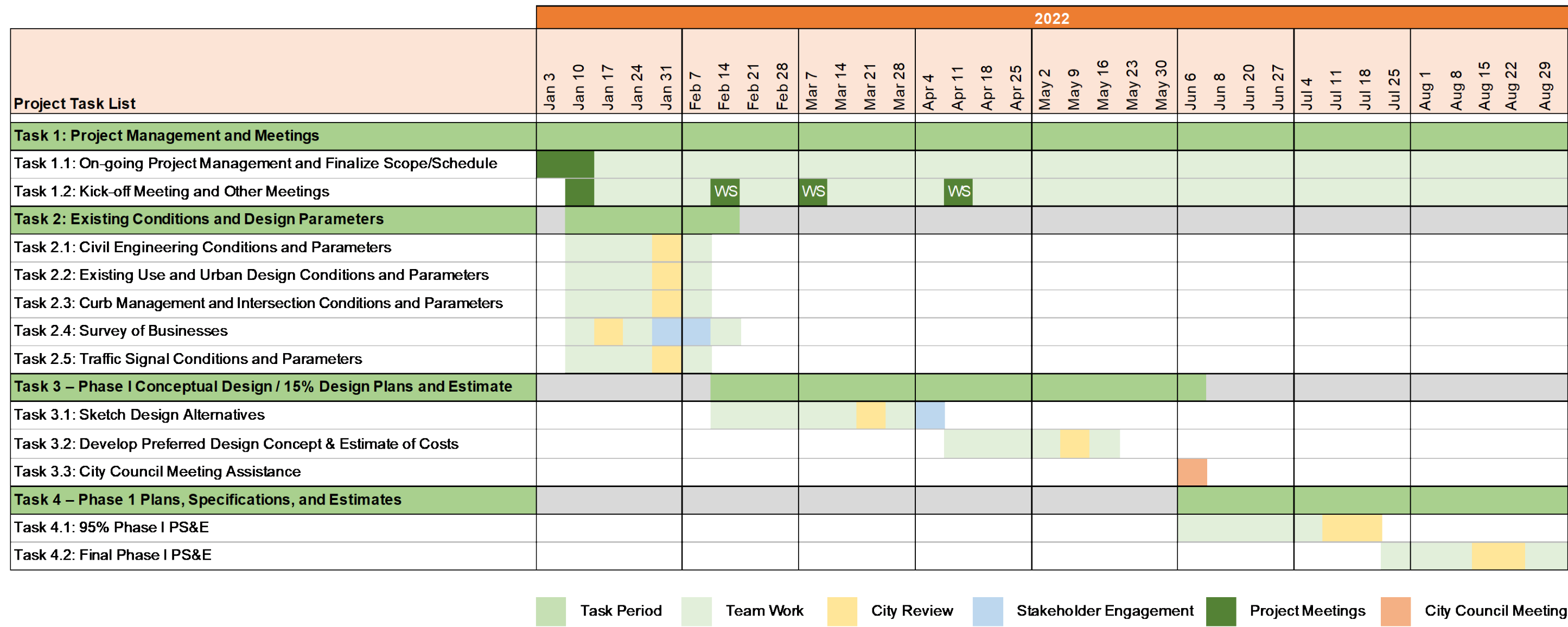


EXHIBIT B: Proposed Budget and Estimated Labor Hours

Following is the CD+A Team’s proposed budget and estimated hours to perform this effort.

	Team Total	Team Total	Team Total	Community Design + Architecture (CD+A)								Wilsey Ham (WH)							Fehr & Peers (FP)					
Tasks	Team Labor	Total Expenses	Team Budget	Phil Erickson, Principal \$240	Connie Goldade, Associate Principal \$175	Project Urban Designer \$120	Urban Designer \$105	Junior Urban Designer \$95	Labor Subtotal	Exp.	CD+A Budget	Supervising Engineer \$247	Managing Engineer \$235	Engineer I \$186	Senior Designer \$173	Labor Subtotal	Exp.	WH Budget	Geoff Rubendall, Senior Associate \$270	Ingrid Ballus Armet, Senior Engineer \$185	Zoeey Zhang, Project Engineering \$150	Labor Subtotal	Exp.	FP Budget
Task 1 – Project Management and Meetings	\$ 25,900	\$ 165	\$ 26,065	17.5	44	15.5	0	0	\$ 13,760	\$ 75	\$ 13,835	1	24	0	0	\$ 5,887	\$ 50	\$ 5,937	5	26.5	0	\$ 6,253	\$ 40	\$ 6,293
1.1 On-going Project Management and Finalize Scope/Schedule	\$ 6,687	\$ -	\$ 6,687	4	12	8			\$ 4,020	\$ -	\$ 4,020	1	6			\$ 1,657	\$ -	\$ 1,657	1	4		\$ 1,010	\$ -	\$ 1,010
1.2 Kick-off Meeting and Other Meetings	\$ 19,213	\$ 165	\$ 19,378	13.5	32	7.5			\$ 9,740	\$ 75	\$ 9,815		18			\$ 4,230	\$ 50	\$ 4,280	4	22.5		\$ 5,243	\$ 40	\$ 5,283
Task 2 – Existing Conditions and Design Parameters	\$ 28,152	\$ 1,860	\$ 30,012	8	23	30	0	0	\$ 9,545	\$ -	\$ 9,545	1	8	26	8	\$ 8,347	\$ 50	\$ 8,397	6	24	28	\$ 10,260	\$ 1,810	\$ 12,070
2.1 Civil Engineering Conditions and Parameters	\$ 8,762	\$ 50	\$ 8,812		1	2			\$ 415	\$ -	\$ 415	1	8	26	8	\$ 8,347	\$ 50	\$ 8,397				\$ -	\$ -	\$ -
2.2: Existing Use and Urban Design Conditions and Parameters	\$ 4,840	\$ -	\$ 4,840	3	8	12			\$ 3,560	\$ -	\$ 3,560					\$ -	\$ -	\$ -	2	4		\$ 1,280	\$ -	\$ 1,280
2.3 Curb Management and Intersection Conditions and Parameters	\$ 2,150	\$ 1,770	\$ 3,920	2	4				\$ 1,180	\$ -	\$ 1,180					\$ -	\$ -	\$ -		2	4	\$ 970	\$ 1,770	\$ 2,740
2.4 Survey of Businesses	\$ 7,690	\$ -	\$ 7,690	2	8	16			\$ 3,800	\$ -	\$ 3,800					\$ -	\$ -	\$ -	2	10	10	\$ 3,890	\$ -	\$ 3,890
2.5 Traffic Signal Conditions and Parameters	\$ 4,710	\$ 40	\$ 4,750	1	2				\$ 590	\$ -	\$ 590					\$ -	\$ -	\$ -	2	8	14	\$ 4,120	\$ 40	\$ 4,160
Task 3 – Phase I Conceptual Design / 15% Design Plans and Estimate	\$ 48,745	\$ 169	\$ 48,914	14	46	61	44	16	\$ 24,870	\$ 169	\$ 25,039	3	12	20	8	\$ 8,665	\$ -	\$ 8,665	8	30	50	\$ 15,210	\$ -	\$ 15,210
3.1 Sketch Design Alternatives	\$ 26,410	\$ -	\$ 26,410	10	22	24	20		\$ 11,230	\$ -	\$ 11,230		4	8	4	\$ 3,120	\$ -	\$ 3,120	6	24	40	\$ 12,060	\$ -	\$ 12,060
3.2 Develop Preferred Design Concept and Estimate of Costs	\$ 21,625	\$ 75	\$ 21,700	4	22	34	24	16	\$ 12,930	\$ 75	\$ 13,005	3	8	12	4	\$ 5,545	\$ -	\$ 5,545	2	6	10	\$ 3,150	\$ -	\$ 3,150
3.3 City Council Meeting Assistance	\$ 710	\$ 94	\$ 804		2	3			\$ 710	\$ 94	\$ 804					\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Task 4 – Phase 1 Plans, Specifications, and Estimates	\$ 40,494	\$ -	\$ 40,494	4	31	44	0	52	\$ 16,605	\$ -	\$ 16,605	4	16	27	13	\$ 12,019	\$ -	\$ 12,019	3	16	54	\$ 11,870	\$ -	\$ 11,870
4.1 95% Phase I PS&E	\$ 30,652	\$ -	\$ 30,652	3	24	34		38	\$ 12,610	\$ -	\$ 12,610	2	9	16	9	\$ 7,142	\$ -	\$ 7,142	3	14	50	\$ 10,900	\$ -	\$ 10,900
4.2 Final Phase I PS&E	\$ 9,842	\$ -	\$ 9,842	1	7	10		14	\$ 3,995	\$ -	\$ 3,995	2	7	11	4	\$ 4,877	\$ -	\$ 4,877		2	4	\$ 970	\$ -	\$ 970
TOTAL BASE TASKS	\$ 143,291	\$ 2,194	\$ 145,485	43.5	144	151	44	68	\$ 64,780	\$ 244	\$ 65,024	9	60	73	29	\$ 34,918	\$ 100	\$ 35,018	22	96.5	132	\$ 43,593	\$ 1,850	\$ 45,443

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.