

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement is entered into this 8th day of March, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Kimley-Horn and Associates, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of developing the North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study, hereinafter called "Study" .

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed five hundred and fifty thousand dollars (\$550,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 08, 2022, through September 30, 2024.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. The County intends to make use of state funding from the California Department of Transportation (Caltrans) to partially reimburse the County for costs associated with this agreement.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description to the extent caused by the negligence, recklessness or willful misconduct of the Contractor in the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely or actively liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party

claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement. The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement with the exception of professional liability. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is

aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- i. Comprehensive General Liability... \$1,000,000
- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, with the exception of professional liability which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor, including its subcontractors, pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including all applicable Caltrans policies and procedures, not limited to:

Section 18. Cost Principles from the County's Restricted Grant Agreement (RGA) with Caltrans for the Study as further defined below:

- a. County agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. County agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR,

Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Prior to County seeking reimbursement of indirect costs, County must have identified the estimated indirect cost rate in Attachment II, prepare and submit annually to CALTRANS for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. County agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

Section 23. Retention of Records/Audits from the County's RGA with Caltrans for the Study as further defined below:

- a. County, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. All accounting records and other supporting papers of County, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to County and shall be held open to inspection, copying, and audit by representatives of Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by County, its contractors, its subcontractors and sub-recipients upon receipt of any request made by Caltrans or its agents. In conducting an audit of the costs and match credits claimed under this RGA, Caltrans will rely to the maximum extent possible on any prior audit of County pursuant to the provisions of State and County law. In the absence of such an audit, any acceptable audit work performed by County's external and internal auditors may be relied upon and used by Caltrans when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and County law in connection with the performance of County's agreements with third parties pursuant to Government Code Section 8546.7, County, County's sub-recipients, contractors, subcontractors, and Caltrans, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to County under this RGA. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits,

examinations, excerpts, and transactions, and County shall furnish copies thereof if requested.

- d. County, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other County of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure County has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

Section 25. Third-Party Contracts

- a. All State-government funded procurements must be conducted using a fair and competitive procurement process. County may use its own procurement procedures as long as the procedures comply with the local County's laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the County endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this Paragraph 25, Third Party Contracts:

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code
 - 2) State Contracting Manual (SCM), Chapter 5
 - 3) Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10
- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to County's subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the County's Contract Manager.
 - c. Caltrans does not have a contractual relationship with the County's subrecipients, contractors, or subcontractors and the County shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
 - d. Prior authorization in writing by Caltrans Contract Manager shall be required before County enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. County shall provide an evaluation of the necessity or desirability of incurring such costs. County shall retain all receipts for such purchases or services and shall submit them with invoices per Section III—Payment and Invoicing, Paragraph 15(e)(4), as follows:

Invoices shall include the following information:

- i. Itemized costs as set forth in the Study scope of work as defined in the RGA, including identification of each employee, contractor, or subcontractor staff who

provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.

- e. Any contract entered into by County as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to sub-recipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section III–Payment and Invoicing, Paragraph 15c, as follows:
 - ii. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to County, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

In addition, all services to be performed by Contractor, including its subcontractors, pursuant to this Agreement shall be performed in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that

such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Effie Milionis Verducci, Assistant Director of Office of Sustainability
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: 650-363-4120
Email: everducci@smcgov.org

In the case of Contractor, to:

Name/Title: Adam Dankberg, Project Manager
Address: Kimley-Horn and Associates, Inc.
1300 Clay Street, Suite 325
Oakland, CA 94612
Telephone: 510-350-0243
Email: adam.dankberg@kimley-horn.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or

the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor KIMLEY-HORN AND ASSOCIATES, INC.

 Contractor Signature	<u>02/09/2022</u> Date	<u>Adam Dankberg, P.E.</u> Contractor Name (please print)
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COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Scope of Work

Costs for optional tasks deemed necessary by the County for completion of this Study shall be authorized in writing prior to proceeding with the work. Consultants shall not be entitled to any compensation for any optional task costs incurred should they proceed in advance of receiving written authorization from the County.

Task 1. Staffing and Facilitation of Technical and Community Advisory Committees

The Kimley-Horn Team will participate alongside the County in a series of Technical Advisory Committee (TAC) and Community Advisory Committee (CAC) meetings. The team will be responsible for the preparation of meeting materials and presentations, meeting facilitation, and documenting meeting minutes and action items. The County will be responsible for forming the TAC and CAC, distributing materials, coordinating meeting dates and times, and arranging meeting locations (if in-person). We anticipate TAC and CAC meetings will generally occur at similar points in the project, at the following key milestones:

- Project kick-off and outreach kick-off (anticipated as a joint TAC/CAC meeting)
- Review of findings from the community needs assessment, project goals and priorities, evaluation criteria and introduction to project alternatives development
- Review of project alternatives and outreach round 2 kick-off
- Review of outreach round 2 feedback and refinement of alternatives
- Selection of preferred alternative and implementation considerations (TAC as standalone meeting, CAC invited to participate through Engagement #3 focus groups)

Technical Advisory Committee (TAC) Meetings

We anticipate the TAC to consist of staff from County departments and external public agency stakeholders. The TAC will assist with providing requested data, provide input on key project technical material and CAC concerns and recommendations, assist with outreach strategies and distribution, and review project deliverables. The team will coordinate with County staff to organize up to five (5) TAC meetings at key points throughout the project.

Community Advisory Committee (CAC) Meetings

We anticipate the CAC to consist of local community representatives, which may include local residents (e.g. homeowners and renters), representatives from community-based organizations (CBOs), local advisory bodies, community groups and organizations, local businesses, and other project stakeholders. The CAC will provide input and feedback on community engagement, assist with notifying the community of upcoming engagement activities, and provide feedback on key project documents, milestones, and decisions. The team will coordinate with County staff to organize up to three (3) standalone CAC meetings at key points throughout the project. An additional joint TAC/CAC meeting will occur at the project outset and the CAC will be invited to participate in Engagement #3 focus groups in a manner to be determined as part of the Engagement Plan, for a total of five CAC meetings. CBO engagement with Funded Community Partners and their community networks will occur at other points within the project

and these CAC meetings are an opportunity for a more formal meeting structure and also to include additional community stakeholders.

Optional Task: Kimley-Horn will attend two additional TAC or CAC meetings.

Project Coordination

Kimley-Horn will conduct Project Coordination activities to coordinate with County staff and with the consultant team. We will hold monthly coordination calls with County staff to review project progress, identify data needs, and discuss action items. Kimley-Horn will maintain an online coordination call tracker, with access provided to County staff, to document decisions and track action items. Kimley-Horn will provide monthly invoices to the County and updated project schedules as needed. This scope assumes a 24-month project duration (ending no later than February 2024).

Optional Task: Kimley-Horn will hold bi-weekly or as needed for a total of up to 48 project coordination calls with County staff.

Deliverables:

- 1.a. Preparation of materials (agendas, PowerPoint presentations, maps, other graphic materials and handouts) for up to five (5) TAC and five (5) CAC meetings, total of 8 separate meetings with one (1) joint TAC/CAC meeting and 1 CAC meeting as part of a focus group meeting included in Task 2 to comment on the Draft Study
- 1.b. Meeting facilitation at up to five (5) TAC and five (5) CAC meetings, total of 8 separate meetings with one (1) joint TAC/CAC meeting and 1 CAC meeting as part of a focus group meeting included in Task 2 to comment on the Draft Study
- 1.c. Preparation of meeting notes with attendees and action items at up to five (5) TAC and five (5) CAC meetings, total of 8 meetings
- 1.d. Preparation of meeting summaries and action items from monthly project coordination meetings with County staff, and updates to the project schedule as needed
- 1.e. (OPTIONAL) Preparation of meeting agendas and related materials, meeting facilitation, and preparation of meeting notes at two additional TAC or CAC meetings
- 1.f. (OPTIONAL) Preparation of meeting summaries and action items from bi-weekly project coordination meetings with County staff

Task 2: Community Outreach and Engagement

Task 2.1 Develop the Community Engagement Plan

Stakeholder Identification

The Kimley-Horn Team will refine the County's preliminary list of study area stakeholders that includes a representative cross-section of the diverse North Fair Oaks community; this list will guide our team's communication strategy as we solicit feedback and input about how to reach the community members that are integral to the decision-making process. Our team will work directly with Funded Community Partners to ensure the preliminary list identifies a variety of individuals and organizations who represent disadvantaged and vulnerable residents, including low-income individuals, immigrants, monolingual Spanish-speakers, people experiencing homelessness, youth, older adults, and day laborers, along with leaders of neighborhood or business associations, advocacy organizations, schools (public and charter), and other members of the public. The Kimley-Horn Team will share the draft revised list with the County to collaboratively develop a well-rounded list of key community stakeholders and will maintain and update the list throughout the project duration.

Community Leader Interviews and Engagement Strategy Formation

The Kimley-Horn Team will conduct up to three group interviews with community leaders. The interviews, which will be hosted virtually, will aim to solicit up-front input, hear any reflections on past planning efforts in the study area, and ask the community leaders how they would like to be involved in the study through its duration.

The Kimley-Horn Team will arrange the interviews, with Funded Community Partners taking the lead on coordinating with stakeholders with whom they already have ongoing relationships. The Kimley-Horn Team will develop an interview guide to provide structure for the conversations with input from the County and project team and will lead the conversations in coordination with the Funded Community Partners, including translation help as needed. Findings from these interviews will inform the engagement plan.

Engagement Plan

The Kimley-Horn Team will draft an Engagement Plan for the project that meets the intent of the scope contained in the awarded Caltrans grant. The Engagement Plan will identify the approach and schedule of touch points with stakeholders and the public over the life of the study, organized around the four points for public engagement identified in the RFP: 1) Community Needs Assessment, 2) Feedback on Draft Alternatives, 3) Feedback on Public Review Draft Study, and 4) Project Closeout.

The Engagement Plan will include in-person (when safe to hold given the health emergency with the Covid-19 pandemic) and/or virtual community meetings/workshops and activities to reach people where they already are, especially disadvantaged and vulnerable residents—at community events, community facilities like recreation centers or cultural institutions, and other gathering places. The Kimley-Horn team will work with the Funded Community Partners to identify strategies to connect with organizations that can represent the perspectives of a variety of community members, including businesses, youth, older adults, day laborers, people experiencing homelessness, other low-income individuals, and non-English speakers. The Kimley-Horn Team will also consider a broad range of approaches and communication channels to get the word out about outreach efforts, solicit input, and share project outcomes with the study area's Spanish-speaking communities, in particular. We will engage Funded Community Partners to assist in identifying strategies for interacting with the community, as well as to translate materials and meetings into culturally and linguistically-appropriate Spanish. The Engagement Plan will identify a full list of engagement materials and tools that will be developed to support outreach efforts, including printed materials, a project website, and a social media presence.

The components of the Engagement Plan will be commensurate with the budget identified for outreach activities and will identify the responsibilities of all team members and partners. The consultant team will work directly with the County to identify opportunities to expand the reach of engagement with staff support and direct involvement from County staff and other agency partners.

The consultant team will submit the draft Engagement Plan to the County and CAC/TAC for review and will update it based on one round of non-conflicting comments.

Task 2.2 Implementation of Community Engagement Plan

Task 2.2a Prepare Online Material Content for Project Webpage

The project website will serve as a key channel for community engagement, with basic information about the project, project documents and outreach materials, and opportunities for the public to provide input. The Kimley-Horn Team will provide copy for the website and update the copy at key study milestones, including:

- Project launch – March 2022

- Milestone updates for Engagement #1 – (anticipated April-May 2022)
- Milestone updates for Engagement #2 – (anticipated Nov-Dec 2022)
- Milestone updates for Engagement #3 – (anticipated July-Aug 2023)
- Milestone updates for Engagement #4 – (anticipated Nov-Dec 2023)

Funded Community Partners will review website copy and advise on effective communication with the local community. It is assumed that the County will host the website, with content provided by the Kimley-Horn Team. The County is assumed to be responsible to translate website copy using the Google Translate functionality or other approaches. The Kimley-Horn Team will coordinate with Funded Community Partners to translate all website materials that cannot be translated by Google Translate (e.g., graphics, PDFs).

Task 2.2b Develop Materials for Activities Identified in Community Engagement Plan

The Kimley-Horn Team will develop community engagement materials and content to support the approach defined in the Engagement Plan. This may include a combination of the following as project budget allows:

- Online survey or interactive map to gather input during the first two rounds of outreach
- Marketing content such as flyer, mailers, information card for online survey, simple invitations to project events, digital images and marketing content that can be used in social media communication
- Poster boards for popup workshops
- PowerPoint slides for online community workshops
- Multi-channel communication for the four rounds of outreach

The Kimley-Horn Team will develop content and design the materials and will coordinate with Funded Community Partners to review outreach materials and translate the outreach materials into Spanish. Printing and mailing costs for notifications, posters, and flyers will be fully assumed by the County, and the County will be responsible for pushing out social media content and any cost associated with social media advertising.

A variety of community feedback methods and tools will be identified in the Engagement Plan in direct response to the specific project needs presented in each phase of outreach. For the purposes of developing cost assumptions, though the details of the final Engagement Plan may differ, the consultant team assumes the online survey and/or interactive map will be part of the approach for Community Engagement # 1 and/or #2 (described in Task 2.2e). The Kimley-Horn Team recommends utilizing SocialPinpoint, a map survey tool that utilizes the same survey logic and dynamic answer format available on the standard survey platforms, combined with interactive mapping and location-specific data collection capabilities.

The Kimley-Horn Team will develop a draft online survey with input from Funded Community Partners and will finalize survey content based on one round of non-conflicting comments from the County. We will leverage Funded Community Partners to translate the survey into Spanish and distribute the survey into the community. Distribution of paper surveys and synthesis of responses requires substantially more time than processing digital survey responses, so our team recommends coordinating with community partners to make digital surveys available to stakeholders in a variety of convenient and accessible settings, which may include mobile tablets at pop-up events. Any efforts associated with the printing, distribution, and coding of paper surveys into the electronic survey are assumed to be undertaken by the County, unless Optional Task 2.2.f is executed.

Task 2.2c Processing, Analysis and Summary of All Community Outreach Data

At the conclusion of each of the three rounds of engagement (described in Task 2.2e), the Kimley-Horn Team will process and synthesize all feedback received. This will include compiling qualitative and quantitative data, as applicable, such as survey results, pop-up events, Facebook Live events, and/or focus groups. The outreach findings and synthesis will be documented in a summary report for Engagement Rounds 1-3 (described in Task 2.2d).

Task 2.2d Community Engagement Summary Report

At the conclusion of the first three rounds of engagement (described in Task 2.2e), the Kimley-Horn Team will prepare a summary report that documents the outreach activities and key findings from the feedback received (identified in Task 2.2c). The Kimley-Horn Team will share the interim summaries with the client team after each of the first three rounds of engagement and will address consolidated non-conflicting comments and/or incorporate revisions in the final compiled summary when outreach efforts are complete.

Task 2.2e Support Staffing at Community Engagement Activities

The Kimley-Horn Team will conduct community engagement during four points in the study identified in the RFP: 1) Community Needs Assessment, 2) Feedback on Draft Alternatives, 3) Feedback on Public Review Draft Study, and 4) Project Closeout. Community engagement will focus on gathering input from residents, particularly disadvantaged and vulnerable residents, local businesses, and additional stakeholders identified in the Engagement Plan. Proposed approaches for each phase of engagement are presented below, and the specific outreach methods, team roles, schedules and staffing needs will be defined in the Engagement Plan developed in Task 2.1 and will align with the budget identified.

A presentation will be developed based on the summary packets prepared in Task 5.5 that includes a summarization of the Study process and findings. The presentation will be provided to County staff for one round of review and revision. Kimley-Horn will assist the County in delivering up to three total presentations to advisory committee/commissions to be determined during a key task by County staff. It is assumed that this presentation will form the basis of the presentation to the Board of Supervisors in Task 8.

Optional Task: The Kimley-Horn Team, including Funded Community Partners, will provide additional community engagement support, which may include additional staffing of events, additional surveys or other project collateral, and additional translation services. This may include support to the County in the printing, distribution, and coding of paper surveys.

Optional Task: Kimley-Horn will assist the County in preparing one additional presentation at another point in the project and delivering that presentation to up to three additional presentations to advisory committee/commissions to be determined by County staff. Kimley-Horn will attend the presentations to assist in the presentation and assist in responding to questions.

Community Engagement #1: Community Needs Assessment

The first round of community engagement will support Tasks 3 and 4. The specific outreach methods will be defined in the Engagement Plan. This round of outreach will introduce the project to the broader community and define the study team's understanding of community values, issues, and transportation needs. The team will focus on collecting input on specific barriers to walking and bicycling in the study area, key destinations in need of connection, opportunities for safety and enhancement, tradeoffs in different potential concepts, and priorities that will inform the alternatives evaluation criteria.

The exact nature of this community engagement will be determined through the Engagement Plan, consistent with the identified budget, and coordination with community leaders in Task 2.1. It is anticipated that this round of engagement will include an online survey (as noted in Task 2.2b), one day of distributed pop-up events, and up to two presentations with community groups. The Kimley-Horn Team will attend and staff a single day of pop-up events and will train County staff and Funded Community Partners promotoras to confirm that they are prepared to facilitate additional pop-ups as budget and staff capacity allow. The County will utilize outreach materials and host presentations to community groups in partnership with community organizations at locations where community members frequent.

The Kimley-Horn Team also will coordinate with Funded Community Partners and other community-based organizations, including CAC members, to distribute and promote the survey (developed in Task 2.2b). To broaden the reach of the survey to homes without internet access and those without smartphones, the Engagement Plan will identify community events at which the survey will be administered by County staff through the use of internet-connected tablets.

Community Engagement #2: Feedback on Draft Alternatives

The second round of engagement will gather feedback about draft alternatives prepared in Task 5, including the initial technical findings of the alternatives analysis. The specific outreach methods will be defined in the Engagement Plan. The team will focus on communicating about how the technical analysis and first round of outreach informed alternatives development, and how evaluation criteria based on a combination of community-defined priorities and technical considerations may be applied to each alternative. This round of engagement will gather feedback about specific strategies being considered for the railroad crossing location and the connecting street network.

The exact nature of this community engagement will be determined through the Engagement Plan, consistent with the identified budget, and coordination with community leaders in Task 2.1. It is anticipated that this round of engagement will include an online survey, up to two community workshops or Facebook Live events, and one day of distributed pop-up events. The Kimley-Horn Team will attend and staff a single day of pop-up events and will train County staff and Funded Community Partners promotoras to ensure that they are prepared to facilitate additional pop-ups and/or community workshops as budget and staff capacity allow. The County will utilize outreach materials and host community workshops in partnership with community organizations.

The Kimley-Horn Team also will coordinate with Funded Community Partners and other community-based organizations, including CAC members, to distribute the survey (developed in task 2.2b), with outreach methods identified in the Engagement Plan, and implemented for the first survey effort. To broaden the reach of the survey to homes without internet access and those without smartphones, the Engagement Plan will identify community events at which the survey will be administered by County staff through the use of internet-connected tablets.

Community Engagement #3: Feedback on Public Review Draft Study

The third round of community engagement will confirm the findings of Task 5, including the selection of a preferred alternative, and support Task 6. The specific outreach method will be defined in the Engagement Plan. The team will focus on sharing and gathering feedback on the draft preferred alternatives in support of refining the details and identifying implementation considerations.

The exact nature of this community engagement will be determined through the Engagement Plan, consistent with the identified budget, and coordination with community leaders in Task 2.1. This round of engagement will likely include up to two focus group meetings to facilitate conversations with identified community stakeholders to validate the preferred alternatives. Because this round of engagement will

require a review of technical details rather than broad community feedback, no workshops or larger community meetings are assumed; however, updated materials will be provided online and additional distribution of project updates via electronic channels is included. The Kimley-Horn Team will coordinate with Funded Community Partners to identify targeted stakeholders to participate in the technical conversations, and review meeting plans to ensure the format is accessible. The consultant team will lead the conversations in coordination with Funded Community Partners, including translation help as needed. The County will be responsible for the distribution of the Draft Plan via posting on the website and any other physical or electronic distribution. Written comments received will be transcribed by the County and provided to Kimley-Horn.

Community Engagement #4: Project Closeout

The fourth round of community engagement will occur once a draft of the final study has been prepared to support Tasks 7 and 8. The aim of this round of outreach will be to share the final plan and communicate with stakeholders about next steps and to help set expectations for the implementation of Study recommendations. Given the narrow focus of this phase of community engagement, outreach efforts may include updates to the project website and coordination with Funded Community Partners to distribute marketing collateral to their stakeholders. The specific outreach methods will be defined in the Engagement Plan and will be commensurate with the budget identified.

Deliverables:

- 2.1. Community Engagement Plan, (Draft and Final, electronic copy)**
- 2.2.a. Prepare Project Webpage and online material, each of 4 rounds**
- 2.2.b. Develop materials for activities identified in the Community Engagement Plan, each of 4 rounds**
- 2.2.c. Process, analyze, and summarize community outreach data for the first three rounds**
- 2.2.d. Community Engagement Summary Report, (draft for each of the first three rounds and a final summary, electronic copy)**
- 2.2.e. Community engagement activity support, including staffing, presentation materials, and facilitation for the first three rounds as identified in the Community Engagement Plan**
- 2.2.f. (OPTIONAL) Additional community engagement support, including services by Funded Community Partners and support for paper surveys**
- 2.2.g. (OPTIONAL) Preparation of one additional PowerPoint presentation and attendance at up to three advisory body meetings, including support to County staff in preparing and delivering the presentations and responding to questions**

Task 3. Identification and Analysis of Existing Conditions

Task 3.1: Review relevant plans, policies, and projects

We will coordinate with the County and TAC to identify relevant plans, policies, and project documents that should be considered as part of this project; many of these are identified in the RFP. Kimley-Horn will review, summarize, and identify key bicycle and pedestrian issues and opportunities from these documents that pertain to the study area. This information will be included in the Existing Conditions Memorandum and no standalone deliverable for this task is included.

Task 3.2: Data Collection

Kimley-Horn will coordinate with the County, the TAC & CAC to identify the data sources required for the study. We will submit a data request to the County, TAC, and other agencies for any relevant and available data and will identify additional data that the team will need to collect.

We anticipate requesting the data listed below. All data is assumed to be available at no cost to the Kimley-Horn Team, and the County will be responsible for obtaining the requested data from stakeholder parties.

- Maps identifying the following: parcels, utilities, public parcel ownership (notably including Caltrain corridor, Dumbarton Rail Corridor, public streets, and SFPUC Hetch Hetchy corridor). This is anticipated to include Peninsula Corridor Track Charts which depict right-of-way as well as longitudinal and transverse utilities within the rail corridor.
- Geospatial data: GIS layers for the County assessor's database with parcel and land use information, street networks, pedestrian and bicycle infrastructure, utility easements, and transit routes and stops and other infrastructure.
- Traffic, pedestrian, bicycle counts: Kimley-Horn will request from the County any recently collected count data in the study area.
- Destination mapping: download places data from Google or OpenStreetMap that identify key destinations around the study area. These data could include location and land use information for schools, parks, community centers, medical centers, shopping centers, and other commercial destinations.
- Transit ridership and origins-destinations: boardings and alightings information for nearby transit routes (currently includes Routes 72, 79, 397, and ECR) and nearby Caltrain Stations. Request recent on-board survey data from SamTrans and Caltrain to identify transit origins and destinations in or near the study area.
- Collision data: We will utilize the Statewide Integrated Traffic Records System (SWITRS) to obtain five years of recent collision data in the study area.
- Travel patterns: obtain Strava bicycle route mapping (assumed to be at no charge) to identify existing bicycle travel patterns. Streetlight data, analysis, and analysis findings will be provided by the County at no cost to Kimley-Horn. The County is assumed to be responsible for analysis of origin-destination patterns and paths of travel within the Study area.

Kimley-Horn will draft utility request letters on County letterhead based on a list of known utility providers identified by the County. Kimley-Horn will collect material provided by the utility providers and the County and will use that information to perform utility mapping in CAD on top of the aerial base map. It is assumed that exclusively CAD or GIS files will be used in the mapping and no new geocoding of utility information will be required. Data obtained will help assess impacts and costs of proposed infrastructure improvements as part of Task 5.

Optional Task: Based on the data received in this task, Kimley-Horn will perform additional mapping and analysis. This may include analysis of Streetlight origin-destination data and/or additional mapping of travel patterns or existing geometric information.

Task 3.3: Existing Conditions Memorandum

Kimley-Horn will develop an existing conditions memorandum that will summarize the information and data collected in Tasks 3.1 and 3.2 as well as the key findings from the Community Needs Assessment in Task 2. The memorandum will document initial findings and trends and will summarize how the data will be used to inform project goals, performance metrics and criteria, the development of alternatives, and the alternatives analysis in later tasks. Kimley-Horn will submit the Draft Existing Conditions Memorandum to the County for one round of review and comment. Kimley-Horn will respond to one set of non-conflicting comments and prepare a Final Existing Conditions Memorandum.

Deliverables:

- 3.1. Collection of existing plans, policies, and relevant projects, summarized in the Existing Conditions Memorandum**
- 3.2. Data collection and analysis, provided as information in the Existing Conditions Memorandum**
- 3.3. Existing Conditions Memorandum, (Draft and Final, including data collected as attachments, electronic copy)**
- 3.2.a. (OPTIONAL) Additional mapping and analysis of existing conditions data**

Task 4: Develop Goals and Evaluation Criteria

Task 4.1: Develop Project Goals and Priorities

The development of project goals and priorities will occur through a multi-step process beginning at the start of the project. We will initially discuss goals and priorities, first with the County, then with the TAC and CAC. The goals and priorities will then be further shaped based on the feedback received from the first round of community engagement (discussed in Task 2.2). The project goals will cover both community bicycle and pedestrian access needs and the grade-separated railroad crossing.

Task 4.2: Develop Evaluation Criteria

Following the identification of project goals and priorities in Task 4.1, and based on those goals and priorities, we will develop a set of evaluation criteria, along with corresponding metrics and evaluation assessment methodologies. We will present these criteria to the TAC and CAC for review and comment.

Task 4.3: Goals and Evaluation Criteria memorandum

The team will develop a memorandum that will summarize the goals, priorities, evaluation criteria, and metrics developed in Task 4. The memo will be submitted for up to two rounds of review and comment. It is assumed that one round of comment will be provided by County staff and a second round following TAC and CAC review. County staff will provide clear direction to Kimley-Horn on how to address any conflicting comments from the TAC and CAC. Kimley-Horn will then prepare a Final Goals and Evaluation Criteria Memorandum.

Deliverables:

- 4.1. Project goals and priorities matrix, included in Goals and Evaluation Criteria Memorandum**
- 4.2. Evaluation criteria matrix, included in Goals and Evaluation Criteria Memorandum**
- 4.3. Goals and Evaluation Criteria Memorandum, (Admin Draft, Draft, and Final, electronic copy)**

Task 5: Alternatives Development and Selection of Preferred Alternatives

Task 5.1: Draft Bicycle and Pedestrian Railroad Crossing Alternatives

The Kimley-Horn Team will develop a list of at least five potential alternatives to consider for the grade-separated railroad crossing. The alternatives will consider a range of different locations and designs, over and under configurations, bicycle and pedestrian access points, and integration with the surrounding roadway network. A standardized template will be utilized to estimate approximate ramp lengths. Safety best practices will be considered in the development and trade-offs assessment of the alternatives. These potential alternatives will be illustrated on an exhibit with an accompanying matrix identifying location, roadway connections, benefits, drawbacks, and additional considerations. The table and exhibit will be utilized in conjunction with County staff to select up to three alternatives to advance into preliminary

engineering. No engineering development will be performed for any concepts that do not advance among the three selected alternatives.

The team will develop preliminary engineering concepts (up to 10% design) for up to three (3) grade-separate railroad crossing alternatives within the study area. For each alternative, the following detail will be provided:

- Ramp grades
- Structural and geotechnical issues: soil conditions, seismic issues, structural column spans and requirements, water table, and conflicts with Hetch Hetchy and other utilities
- Facility design: width of the deck, structural depth, spans, drainage
- Footprint: total physical footprint and conflicts with surrounding land uses
- Bicycle/pedestrian access points: location and design of bicycle and pedestrian points of access, including wayfinding and signage, connections to adjacent sidewalks and bicycle facilities, landscaping, and other amenities around the crossing
- Vertical clearance: ensure sufficient vertical clearance for Caltrain electrification. Identify critical utility conflicts as identified in Task 3 that may affect vertical configuration, such as other overhead powerlines.
- Traffic and circulation changes: identify any required traffic and circulation changes in the vicinity of the crossing, including traffic control, signing and striping, and changes to street circulation such as converting streets to one-way

For each of the three (3) alternatives, the team will prepare a 10% conceptual design line drawing on top of a scaled aerial image. Existing dimensions will be assumed based on scaled imagery. Concepts will be prepared to a level of detail sufficient to show type and limits of proposed improvements. Any vertical design shown will be based on assumptions made from field observations. Improvements will include supporting surface improvements to connect the crossing with the surrounding bicycle and pedestrian network.

A preliminary Geotechnical Feasibility Report will be prepared by Parikh for up to three (3) crossing locations. The study will be focused on the geotechnical constraints, structural issues and risk, including drainage and water table. The memo will generally include discussions on potential geotechnical/geologic impacts and mitigations on a broad basis including but not limited to geology, seismic impacts, erosion, groundwater conditions, etc. for the proposed crossing structure.

For each alternative, the team will develop a conceptual-level cost estimate, along with an anticipated capital development duration for subsequent pre-construction activity (environmental, additional preliminary and final design and right of way phases of work) and construction. Rough orders of magnitude of annual maintenance and operating cost will be identified based on similar typical grade separations.

Drawings, cost estimates, and schedule will be provided to the County for one round of review and comment. We have included one round of updates based on comments.

Task 5.2: Draft Bicycle and Pedestrian Surface Street Improvements

The team will prepare bicycle and pedestrian concepts for surface streets within the project study area. The improvements will support the crossing alternatives developed in Task 5.1 and align with and build upon the County's Active Transportation Plan (ATP). These improvements are assumed to consist of Bicycle Boulevard-type treatments and pedestrian safety improvements on residential streets between Middlefield Road, El Camino Real, and 5th Avenue. Streets identified as Bicycle Boulevards in the Active Transportation Plan will be used as a starting point for identifying these corridors, with refinements from community engagement round 1 and Task 3. Potential improvements may include traffic calming devices,

crosswalk markings, bicycle signage and markings, traffic circles, traffic diverters, and other similar lower capital cost improvements. No corridor designs will be developed for arterial streets.

The first step on this task will be to examine the bicycle and pedestrian network in the area and identify gaps, high-risk areas, and areas in need of connection. Kimley-Horn will prepare a map on an aerial depicting proposed Bicycle Boulevard improvement corridors, typical curb-to-curb and right-of-way widths (from County GIS information), and spot locations for improvement, with identification of recommended improvements. The map will be provided to the County for one round of review and comment.

Based on that feedback, Kimley-Horn will update the map with a specific set of recommended bicycle and pedestrian improvements. Kimley-Horn will prepare conceptual design layouts for up to three (3) typical improvements, each of which may include either intersection or mid-block improvements. The conceptual design layouts may be placed on an aerial background to reference a particular location or set of locations to identify typical constraints but will not be based on a topographic survey or utility conflicts that aren't identified from utility mapping work identified in Task 3.2. For each typical improvement, Kimley-Horn will identify typical implementation locations and key constraints (such as parking impacts, driveways, truck turning radii, and roadway width). Kimley-Horn will provide the conceptual design layouts to County staff for one round of review and comment prior to prepared cost estimates. Following County review of the typical layouts, Kimley-Horn will identify potential constraints for each specific location where the typical improvement was identified for implementation. These potential constraints may include right-of-way availability, known utilities, driveways, or other parking and circulation impacts. The constraints will be identified on the recommendation map and included in the Bicycle and Pedestrian Improvements memorandum in Task 5.5.

For the recommended bicycle and pedestrian improvements, the team will develop a conceptual-level cost estimate for capital development and a rough order of magnitude operating and maintenance cost. Conceptual-level costs will be based on typical improvement costs and the conceptual design drawings, with additional adjustments for location-specific constraints identified. Cost estimates will be provided to the County for review and comment. We have assumed one round of updates based on comments.

Task 5.3: Alternatives Analysis

The team will evaluate the bicycle and pedestrian railroad crossing alternatives and the surface street improvements using the evaluation criteria developed in Task 4. Additional analysis and alternatives development to be included in this task includes:

Renderings and visuals of the proposed configuration: SketchUp or similar renderings will be prepared for the up to three alternatives to depict their massing and spacing relative to the surrounding built environment. No architectural design will be conducted for the grade separation facility. One rendering will be prepared for each alternative. These will be used as part of community engagement round 2. Additional graphics will be prepared to support engagement activities to depict the supporting bicycle and pedestrian connections in the immediate area around the grade separation that would be included with each alternative.

Circulation Assessment: While several of the rail crossing and bicycle and pedestrian improvements may modify traffic flow, it is anticipated that most of those modifications will affect circulation and access, but not result in increased congestion. However, in the event that some alternatives may require street modifications (such as closures, one-way conversion, or traffic control changes), up to \$1,000 in new traffic data collection is assumed. Kimley-Horn will perform traffic modeling of traffic circulation changes associated with the proposed improvements. Analysis will be performed using the Synchro software platform using data collected either in Task 3, this task, or otherwise provided by the County. Up to 20 hours of traffic modeling effort is assumed. The specific data collection needs will be identified by Kimley-Horn in conjunction with the County at the start of the Alternatives Analysis task.

Kimley-Horn will develop an alternatives evaluation matrix for use in community engagement that depicts the performance of each crossing alternative and bicycle and pedestrian surface improvement relative to the evaluation criteria. Kimley-Horn will provide the matrix to the County and CAC/TAC for up to two rounds of review and comment prior to completing it for use in community engagement round 2.

Optional Task: If warranted by the specific alternatives to be evaluated, such as alternatives that cause greater than currently anticipated effects on traffic diversion, traffic control changes, or other circulation effects, Kimley-Horn will perform additional traffic data collection and/or circulation evaluation.

Task 5.4: PCJPB Use Variance

Kimley-Horn will support County staff to prepare the RCUP application and supporting documentation. Once the incompatibility determination is made, we will support the County in meeting with Caltrain Planning staff to expedite the completion of the RCUP Use Variance application process. It is assumed that all material needed to support the Use Variance will have been developed in Task 5.1 and Task 5.3 and no new analysis or engineering will be required. The County will be responsible for paying all Caltrain fees and any continued coordination with Caltrain staff through the Use Variance process. We have identified up to \$7,000 to support the County in Caltrain-specific coordination and the RCUP Use Variance process.

Task 5.5: Preferred Alternative

Based on input received from the TAC, CAC and through community engagement round 2, County staff, after consultation with the District 4 Supervisor, will direct Kimley-Horn to select a preferred rail crossing alternative and a set of cohesive bicycle and pedestrian improvements. Kimley-Horn will undertake minor refinements to the preferred alternative based on feedback received, updating concept design exhibits and cost estimates. It is assumed that any revisions would be minor in nature and not significantly change ramp configuration, location, or crossing configuration.

Kimley-Horn will then prepare two summary packets (memoranda), one on the rail crossing alternatives and one on the bicycle and pedestrian improvements. The packets will consist of a PowerPoint presentation slide deck that will document the alternatives considered, evaluation findings, feedback received, and recommendation for a preferred alternative. The preferred alternative for the bicycle and pedestrian rail crossing will consist of identifying the location for a single crossing of the rail corridor, including ramp configuration and access points, traffic and circulation changes, and estimated costs, including right-of-way needs. The preferred alternative for the bicycle and pedestrian surface street improvements will consist of a map and accompanying description identifying a cohesive set of corridor and/or intersection improvements. The packets will be submitted to the County for one round of review and comment. The PowerPoint presentations will form the basis for the presentations to the advisory committee/commissions included in Task 2 and subsequently to the Board of Supervisors in Task 8. Any revisions to the packets will be addressed as part of the presentation development included in Task 3 and incorporated into the Draft Study in Task 6.

Deliverables:

- 5.1. Conceptual bicycle/pedestrian railroad crossing alternatives – matrix of alternatives to consider, 10% conceptual design on up to three (3) alternatives**
- 5.2. Conceptual bicycle/pedestrian surface street treatment alternatives - area-wide improvement exhibit (Draft and Revised) and three (3) intersection or mid-block improvement conceptual design layouts (Draft and Revised)**
- 5.3. Alternative analysis matrix, (Admin Draft, Draft and Final, electronic copy)**
- 5.4. Materials to support PCJPB use variance, including RCUP application (electronic copy)**
- 5.5.a. Grade-Crossing Alternatives Analysis memorandum, (Draft, PPT format, electronic copy)**

- 5.5.b. Bicycle and Pedestrian Improvements memorandum, (Draft, PPT format, electronic copy)
- 5.3.a. (OPTIONAL) Supplemental traffic data collection and modeling

Task 6: Draft Study

Task 6.1 Administrative Draft Study

Kimley-Horn will assemble information developed in previous tasks to prepare an Administrative Draft Study for concurrent review by County staff and the TAC. The Study will serve primarily as a public-facing document that documents the process and outcomes. It will be in an Executive Summary-type format using InDesign to maximize the use of graphics and photos. Supporting technical and community outreach information/input will be provided as an appendix. The Administrative Draft Study will include information not developed in other tasks related to funding and implementation that identify next steps for the proposed improvements. This may include identification of potential funding sources, timeline to implementation, and an implementation process. The implementation process will lay out the steps and potential timeline for activities such as continued community engagement, environmental clearance; local, regional, and state approvals; and property acquisition, easements, and or right of way permits. The Administrative Draft Study will be submitted to the County for one round of review and comment. It is assumed that the County will obtain TAC comments and provide clear, non-conflicting direction to Kimley-Horn. Comments will be addressed in Task 6.2.

Task 6.2 Public Draft Study

Based on comments received in Task 6.1, Kimley-Horn will prepare a Public Draft Study that will be formatted in an ADA accessible electronic copy. It will be formatted as an interactive PDF document to be posted on the project website for review. The Public Draft Study will be translated into Spanish. The County will be responsible for the distribution of the Public Draft Study, including the distribution of any hard copies. The County will establish a project e-mail address or other means to collect electronic comments. Written comments will be collected by the County, transcribed electronically, and provided to Kimley-Horn. Comments received will be logged and addressed in Task 7.

Deliverables:

- 6.1. Administrative Draft Study, Draft (electronic copy)
- 6.2. Public Draft Study, (Draft, electronic copy), Spanish translation of Public Draft Study (electronic copy)

Task 7: Final Study

Based on comments received on the Public Draft Study, a Final Study will be prepared. In addition, Kimley-Horn will prepare a response to comments matrix for the comments received. The County will provide direction to Kimley-Horn on the resolution of any conflicting comments. The Final Study will be translated into Spanish. The English and Spanish versions and English-language response to comments will be posted on the County website by County staff.

Deliverables:

- 7. Final Draft Study (electronic copy), Spanish translation of Final Draft Study (electronic copy), Summary Presentation PPT (Draft and Final, electronic copy)

Task 8: Board Review/Approval

Kimley-Horn will address one round of County comments on the Summary Presentation developed in Task 2 for delivery to the Board of Supervisors. Kimley-Horn will support the County in one presentation and attend the Board meeting. The County is assumed to be responsible for the preparation of the Board memorandum.

Deliverables:

- 8. Summary Presentation PPT (Final, electronic copy)**

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County of San Mateo
North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study

Tasks	Kimley-Horn and Associates, Inc.			Nelson\Nygaard			Nuestra Casa			Redwood City Together			PARIKH CONSULTANTS, INC.			Biggs Cardosa Associates, Inc.			Team Total Hours	Team Direct Expenses	Team Total Costs
	Total Hours	Direct Expenses	Total Costs	Total Hours	Direct Expenses	Total Costs	Total Hours	Direct Expenses	Total Costs	Total Hours	Direct Expenses	Total Costs	Total Hours	Direct Expenses	Total Costs	Total Hours	Direct Expenses	Total Costs			
Task 1	Staffing and Facilitation of Technical and Community Advisory Committees			268	\$ 300.00	\$ 54,416.12	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	268	\$ 300.00	\$ 54,416.12
1.a.	Preparation of meeting agendas and related materials	80		\$ 16,368.69	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	80	\$ -	\$ 16,368.69
1.b.	Meeting facilitation	50	\$ 300.00	\$ 11,199.82	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	50	\$ 300.00	\$ 11,199.82
1.c.	Preparation of meeting notes with attendees and action items	28		\$ 5,069.70	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	28	\$ -	\$ 5,069.70
1.d.	Action items tracker updates for each meeting and schedule updates, as needed	110		\$ 21,777.91	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	110	\$ -	\$ 21,777.91
Task 2	Community Outreach and Engagement			251	\$ 386.55	\$ 43,730.27	615	\$ 560.00	\$ 89,554.64	287	\$ -	\$ 9,720.00	162	\$ -	\$ 9,720.00	0	\$ -	\$ -	1315	\$ 946.55	\$ 152,724.91
2.1	Develop the Community Engagement Plan	10		\$ 2,206.68	82	\$ 12,231.21	18	\$ 1,000.00	\$ 1,000.00	17	\$ 1,020.00	\$ 1,020.00	0	\$ -	\$ -	0	\$ -	\$ -	127	\$ -	\$ 16,457.89
2.2.a	Prepare online material content for Project Webpage	15		\$ 2,317.79	66	\$ 9,290.72	16	\$ 511.00	\$ 511.00	8	\$ 480.00	\$ 480.00	0	\$ -	\$ -	0	\$ -	\$ -	105	\$ -	\$ 12,599.51
2.2.b	Develop materials for activities identified in Community Engagement Plan	110		\$ 17,661.60	200	\$ 100.00	\$ 28,181.53	47	\$ 1,700.00	\$ 1,700.00	27	\$ 1,620.00	\$ 1,620.00	0	\$ -	\$ -	0	\$ -	384	\$ 100.00	\$ 49,163.13
2.2.c	Processing, analysis and summary of all community outreach data	18		\$ 3,115.07	54	\$ 7,650.49	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	72	\$ -	\$ 10,765.55
2.2.d	Community engagement summary report	12		\$ 2,244.74	45	\$ 6,470.17	6	\$ 208.00	\$ 208.00	3	\$ 180.00	\$ 180.00	0	\$ -	\$ -	0	\$ -	\$ -	66	\$ -	\$ 9,102.92
2.2.e	Support staffing at community engagement activities	86	\$ 386.55	\$ 16,184.40	168	\$ 460.00	\$ 25,730.52	200	\$ 6,301.00	\$ 6,301.00	107	\$ 6,420.00	\$ 6,420.00	0	\$ -	\$ -	0	\$ -	561	\$ 846.55	\$ 54,635.91
Task 3	Identification and Analysis of Existing Conditions			238	\$ -	\$ 41,067.66	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	9	\$ -	\$ 1,755.20	247	\$ -	\$ 42,822.86
3.1	Collection of existing plans, policies & relevant projects	22		\$ 3,524.55	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	22	\$ -	\$ 3,524.55
3.2	Collection and analysis of data associated with existing conditions	152		\$ 27,194.91	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	9	\$ 1,755.20	\$ 1,755.20	161	\$ -	\$ 28,950.11	
3.3	Memorandum summarizing existing conditions and community needs assessment	64		\$ 10,348.20	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	64	\$ -	\$ 10,348.20
Task 4	Development of Goals/Evaluation Criteria for the Bicycle/Ped. Railroad Crossing and Bicycle/Ped. Surface Street Improvements			80	\$ -	\$ 12,726.39	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	10	\$ -	\$ 2,191.69	90	\$ -	\$ 14,918.07
4.1	Development of project goals and priorities for the grade-separated railroad crossing and bike/ped enhancements	26		\$ 4,104.77	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	26	\$ -	\$ 4,104.77
4.2	Development of evaluation criteria	24		\$ 3,855.32	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	10	\$ 2,191.69	\$ 2,191.69	34	\$ -	\$ 6,047.00	
4.3	Memorandum summarizing project goals and priorities, evaluation criteria, and process to develop these	30		\$ 4,766.30	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	30	\$ -	\$ 4,766.30
Task 5	Alternatives Development & Selection of Preferred Alternatives			814	\$ 1,400.00	\$ 139,543.19	0	\$ -	\$ -	0	\$ -	\$ -	80	\$ -	\$ 14,848.59	83	\$ 150.00	\$ 16,657.87	977	\$ 1,550.00	\$ 171,049.65
5.1	Delivery of conceptual alternative plans	204	\$ 200.00	\$ 34,952.26	0	\$ -	0	\$ -	0	\$ -	0	\$ -	80	\$ -	\$ 14,848.59	68	\$ 150.00	\$ 13,421.98	352	\$ 350.00	\$ 63,222.82
5.2	Delivery of conceptual street treatment alternatives	138	\$ 100.00	\$ 24,201.63	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	138	\$ 100.00	\$ 24,201.63
5.3	Alternatives analysis	298	\$ 1,100.00	\$ 49,201.53	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	10	\$ 2,165.87	\$ 2,165.87	308	\$ 1,100.00	\$ 51,367.40	
5.4	Prepare presentation materials and present to the PCIPB to obtain a use variance for one of the crossing alternatives of the Caltrain tracks	38		\$ 7,046.90	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	38	\$ -	\$ 7,046.90
5.5.a.	Summary packets describing approximately three alternatives for the railroad crossing with application of evaluation criteria, ranking of alternatives, the process of the proposed PCIPB use variance and the recommendation for a preferred alternative	70		\$ 12,360.54	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5	\$ 1,070.03	\$ 1,070.03	75	\$ -	\$ 13,430.57	
5.5.b.	Summary packets describing the draft bicycle and pedestrian surface street improvements with application of evaluation criteria and ranking of treatment options and recommendation for a preferred alternative	66		\$ 11,780.32	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	66	\$ -	\$ 11,780.32
Task 6	Draft Study			179	\$ -	\$ 28,046.18	0	\$ -	\$ -	45	\$ -	\$ 1,460.00	9	\$ -	\$ 540.00	0	\$ -	\$ -	233	\$ -	\$ 30,046.18
6.1	Preparation of the Administrative Draft Study	132		\$ 20,616.57	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	132	\$ -	\$ 20,616.57
6.2	Preparation of a Public Draft Study (English and Spanish)	47		\$ 7,429.60	0	\$ -	45	\$ 1,460.00	\$ 1,460.00	9	\$ 540.00	\$ 540.00	0	\$ -	\$ -	0	\$ -	\$ -	101	\$ -	\$ 9,429.60
Task 7	Final Study			54	\$ -	\$ 8,310.89	0	\$ -	\$ -	37	\$ -	\$ 1,200.00	5	\$ -	\$ 300.00	0	\$ -	\$ -	96	\$ -	\$ 9,810.89
7	Preparation of a Final Draft Study incorporating revisions from community input, including input from advisory committees on the Public Draft Study	54		\$ 8,310.89	0	\$ -	37	\$ 1,200.00	\$ 1,200.00	5	\$ 300.00	\$ 300.00	0	\$ -	\$ -	0	\$ -	\$ -	96	\$ -	\$ 9,810.89
Task 8	Board Review/Approval			20	\$ 50.00	\$ 4,211.31	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	20	\$ 50.00	\$ 4,211.31
8	Prepare presentation materials and present to the County Board of Supervisors	20	\$ 50.00	\$ 4,211.31	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20	\$ 50.00	\$ 4,211.31
TOTAL HOURS				1904		615		369		176		80		102		3246					
TOTAL COST, BASE CONTRACT				\$ 332,052.01	\$ 89,554.64	\$ 12,380.00	\$ 10,560.00	\$ 14,848.59	\$ 20,604.76	\$ 480,000.00											
Optional Tasks				\$ 56,509.70	\$ 5,460.14	\$ 4,070.17	\$ 3,960.00													\$ 70,000.01	
1.e	Two additional TAC or CAC meetings	44	\$ 100.00	\$ 8,986.37															44	\$ 100.00	\$ 8,986.37
1.f	Bi-weekly coordination meetings	88		\$ 18,148.70															88	\$ -	\$ 18,148.70
2.2.f	Additional community engagement support	17		\$ 3,134.00	42	\$ 5,460.14	125	\$ 100.17	\$ 4,070.17	66	\$ 3,960.00								250	\$ 100.17	\$ 16,624.31
2.2.g	Additional advisory body presentation preparation and attendance	42	\$ 150.00	\$ 9,518.87															42	\$ 150.00	\$ 9,518.87
3.2.a	Additional mapping and analysis of existing conditions data	50		\$ 8,667.46															50	\$ -	\$ 8,667.46
5.3.a	Supplemental traffic data collection and modeling	40	\$ 1,000.00	\$ 8,054.29															40	\$ 1,000.00	\$ 8,054.29
TOTAL COST, WITH OPTIONAL TASKS				\$ 388,561.71	\$ 95,014.78	\$ 16,450.17	\$ 14,520.00	\$ 14,848.59	\$ 20,604.76	\$ 550,000.00											

County of San Mateo
North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study

		Kimley-Horn and Associates, Inc.												
Category/Title		Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional III	Professional II	Professional I	Analyst II	Analyst I	Sr. Project Support	Project Support			
Billing Rate		\$301.10	\$271.08	\$250.33	\$228.80	\$197.74	\$165.38	\$145.05	\$135.85	\$171.09	\$123.04			
Tasks												Total Hours	Direct Expenses	Total Costs
Task 1	Staffing and Facilitation of Technical and Community Advisory Committees	6	102	0	8	0	0	122	0	30	0	268	\$ 300.00	\$ 54,416.12
1.a.	Preparation of meeting agendas and related materials	2	34		2			42				80		\$ 16,368.69
1.b.	Meeting facilitation	4	20		6			20				50	\$ 300.00	\$ 11,199.82
1.c.	Preparation of meeting notes with attendees and action items		8					20				28		\$ 5,069.70
1.d.	Action items tracker updates for each meeting and schedule updates, as needed		40					40		30		110		\$ 21,777.91
Task 2	Community Outreach and Engagement	0	53	0	8	0	24	75	86	0	5	251	\$ 386.55	\$ 43,730.27
2.1	Develop the Community Engagement Plan		6					4				10		\$ 2,206.68
2.2.a	Prepare online material content for Project Webpage		2					8			5	15		\$ 2,317.79
2.2.b	Develop materials for activities identified in Community Engagement Plan		8		8		24	20	50			110		\$ 17,661.60
2.2.c	Processing, analysis and summary of all community outreach data		4					14				18		\$ 3,115.07
2.2.d	Community engagement summary report		4					8				12		\$ 2,244.74
2.2.e	Support staffing at community engagement activities		29					21	36			86	\$ 386.55	\$ 16,184.40
Task 3	Identification and Analysis of Existing Conditions	14	20	0	14	4	44	100	38	0	4	238	\$ -	\$ 41,067.66
3.1	Collection of existing plans, policies & relevant projects		2				4	16				22		\$ 3,524.55
3.2	Collection and analysis of data associated with existing conditions	14	12		12	4	24	64	18		4	152		\$ 27,194.91
3.3	Memorandum summarizing existing conditions and community needs assessment		6		2		16	20	20			64		\$ 10,348.20
Task 4	Development of Goals/Evaluation Criteria for the Bicycle/Ped. Railroad Crossing and Bicycle/Ped. Surface Street Improvements	0	6	0	0	0	18	56	0	0	0	80	\$ -	\$ 12,726.39
4.1	Development of project goals and priorities for the grade-separated railroad crossing and bike/ped enhancements		2				4	20				26		\$ 4,104.77
4.2	Development of evaluation criteria		2				6	16				24		\$ 3,855.32
4.3	Memorandum summarizing project goals and priorities, evaluation criteria, and process to develop these		2				8	20				30		\$ 4,766.30
Task 5	Alternatives Development & Selection of Preferred Alternatives	28	48	38	42	24	146	260	228	0	0	814	\$ 1,400.00	\$ 139,543.19
5.1	Delivery of conceptual alternative plans	10	12	10	10	4	32	54	72			204	\$ 200.00	\$ 34,952.26
5.2	Delivery of conceptual street treatment alternatives	6	8	8	4	16	24	32	40			138	\$ 100.00	\$ 24,201.63
5.3	Alternatives analysis	4	16	8	12	4	54	100	100			298	\$ 1,100.00	\$ 49,201.53
5.4	Prepare presentation materials and present to the PCJPB to obtain a use variance for one of the crossing alternatives of the Caltrain tracks	4	4				20	10				38		\$ 7,046.90
5.5.a.	Summary packets describing approximately three alternatives for the railroad crossing with application of evaluation criteria, ranking of alternatives, the process of the proposed PCJPB use variance and the recommendation for a preferred alternative	2	4	6	8		8	34	8			70		\$ 12,360.54
5.5.b.	Summary packets describing the draft bicycle and pedestrian surface street improvements with application of evaluation criteria and ranking of treatment options and recommendation for a preferred alternative	2	4	6	8		8	30	8			66		\$ 11,780.32
Task 6	Draft Study	0	12	2	8	0	22	86	25	0	24	179	\$ -	\$ 28,046.18
6.1	Preparation of the Administrative Draft Study		8	2	6		14	66	20		16	132		\$ 20,616.57
6.2	Preparation of a Public Draft Study (English and Spanish)		4		2		8	20	5		8	47		\$ 7,429.60
Task 7	Final Study	0	4	0	2	0	8	18	10	0	12	54	\$ -	\$ 8,310.89
7	Preparation of a Final Draft Study incorporating revisions from community input, including input from advisory committees on the Public Draft Study		4		2		8	18	10		12	54		\$ 8,310.89
Task 8	Board Review/Approval	0	10	0	0	0	0	10	0	0	0	20	\$ 50.00	\$ 4,211.31
8	Prepare presentation materials and present to the County Board of Supervisors		10					10				20	\$ 50.00	\$ 4,211.31
TOTAL HOURS		48	255	40	82	28	262	727	387	30	45	1904		
TOTAL COST, BASE CONTRACT		\$ 14,452.77	\$ 69,124.63	\$ 10,013.09	\$ 18,761.54	\$ 5,536.70	\$ 43,330.24	\$ 105,454.43	\$ 52,572.60	\$ 5,132.66	\$ 5,536.80			\$ 332,052.01
Optional Tasks														\$ 56,509.70
1.e	Two additional TAC or CAC meetings	2	16		2			20		2	2	44	\$ 100.00	\$ 8,986.37
1.f	Bi-weekly coordination meetings		40		4			40		2	2	88		\$ 18,148.70
2.2.f	Additional community engagement support		6					7			4	17		\$ 3,134.00
2.2.g	Additional advisory body presentation preparation and attendance		26					16				42	\$ 150.00	\$ 9,518.87
3.2.a	Additional mapping and analysis of existing conditions data		8				20	22				50		\$ 8,667.46
5.3.a	Supplemental traffic data collection and modeling		8				12	20				40	\$ 1,000.00	\$ 8,054.29
TOTAL COST, WITH OPTIONAL TASKS													\$ 1,000.00	\$ 388,561.71

County of San Mateo
North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study

Category/Title	Nelson\Nygaard					Nuestra Casa				Redwood City Together										
	Principal	Associate II	Associate I	Senior Designer	Associate Principal	Principal	Project Manager	Staff Level II	Staff Level I	Staff										
	Billing Rate	\$243.59	\$121.46	\$100.68	\$126.23	\$193.45	\$80.00	\$36.00	\$32.00	\$25.00	\$60.00	Total Hours	Direct Expenses	Total Costs						
Task 1	Staffing and Facilitation of Technical and Community Advisory Committees					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
1.a.	Preparation of meeting agendas and related materials					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
1.b.	Meeting facilitation					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
1.c.	Preparation of meeting notes with attendees and action items					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
1.d.	Action items tracker updates for each meeting and schedule updates, as needed					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
Task 2	Community Outreach and Engagement					134	\$ 560.00	\$ 89,554.64	19	60	120	88	287	\$ -	\$ 9,720.00	162	162	\$ -	\$ 9,720.00	
2.1	Develop the Community Engagement Plan					22	\$ -	\$ 12,231.21	8	10			18	\$ 1,000.00	\$ -	17	17	\$ -	\$ 1,020.00	
2.2.a	Prepare online material content for Project Webpage					8	\$ -	\$ 9,290.72	5	5	8	3	16	\$ 511.00	\$ -	8	8	\$ -	\$ 480.00	
2.2.b	Develop materials for activities identified in Community Engagement Plan					36	\$ 100.00	\$ 28,181.53	5	10	20	12	47	\$ 1,700.00	\$ -	27	27	\$ -	\$ 1,620.00	
2.2.c	Processing, analysis and summary of all community outreach data					12	\$ -	\$ 7,650.49					0	\$ -	\$ -	0	0	\$ -	\$ -	
2.2.d	Community engagement summary report					8	\$ -	\$ 6,470.17		4	2		6	\$ 208.00	\$ -	3	3	\$ -	\$ 180.00	
2.2.e	Support staffing at community engagement activities					48	\$ 460.00	\$ 25,730.52	6	31	90	73	200	\$ 6,301.00	\$ -	107	107	\$ -	\$ 6,420.00	
Task 3	Identification and Analysis of Existing Conditions					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
3.1	Collection of existing plans, policies & relevant projects					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
3.2	Collection and analysis of data associated with existing conditions					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
3.3	Memorandum summarizing existing conditions and community needs assessment					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
Task 4	Development of Goals/Evaluation Criteria for the Bicycle/Ped. Railroad Crossing and Bicycle/Ped. Surface Street Improvements					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
4.1	Development of project goals and priorities for the grade-separated railroad crossing and bike/ped enhancements					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
4.2	Development of evaluation criteria					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
4.3	Memorandum summarizing project goals and priorities, evaluation criteria, and process to develop these					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
Task 5	Alternatives Development & Selection of Preferred Alternatives					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
5.1	Delivery of conceptual alternative plans					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
5.2	Delivery of conceptual street treatment alternatives					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
5.3	Alternatives analysis					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
5.4	Prepare presentation materials and present to the PCJPB to obtain a use variance for one of the crossing alternatives of the Caltrain tracks					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
5.5.a.	Summary packets describing approximately three alternatives for the railroad crossing with application of evaluation criteria, ranking of alternatives, the process of the proposed PCJPB use variance and the recommendation for a preferred alternative					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
5.5.b.	Summary packets describing the draft bicycle and pedestrian surface street improvements with application of evaluation criteria and ranking of treatment options and recommendation for a preferred alternative					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
Task 6	Draft Study					0	\$ -	\$ -	0	5	40	0	45	\$ -	\$ 1,460.00	9	9	\$ -	\$ 540.00	
6.1	Preparation of the Administrative Draft Study					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
6.2	Preparation of a Public Draft Study (English and Spanish)					0	\$ -	\$ -	0	5	40	0	45	\$ 1,460.00	\$ -	9	9	\$ -	\$ 540.00	
Task 7	Final Study					0	\$ -	\$ -	0	4	33	0	37	\$ -	\$ 1,200.00	5	5	\$ -	\$ 300.00	
7	Preparation of a Final Draft Study incorporating revisions from community input, including input from advisory committees on the Public Draft Study					0	\$ -	\$ -	0	4	33	0	37	\$ 1,200.00	\$ -	5	5	\$ -	\$ 300.00	
Task 8	Board Review/Approval					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
8	Prepare presentation materials and present to the County Board of Supervisors					0	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	0	0	\$ -	\$ -	
TOTAL HOURS						134			19	69	193	88	369			176	176			
TOTAL COST, BASE CONTRACT						\$ 32,641.66	\$ 28,908.32	\$ 18,021.60	\$ 5,554.14	\$ 3,868.91	\$ 89,554.64	\$ 1,520.00	\$ 2,484.00	\$ 6,176.00	\$ 2,200.00	\$ 12,380.00	\$ 10,560.00	\$ 10,560.00		
Optional Tasks								\$ 5,460.14						\$ 4,070.17				\$ 3,960.00		
1.e	Two additional TAC or CAC meetings																			
1.f	Bi-weekly coordination meetings																			
2.2.f	Additional community engagement support					6		\$ 5,460.14	5	20	50	50	125	\$ 100.17	\$ 4,070.17	66	66	\$ -	\$ 3,960.00	
2.2.g	Additional advisory body presentation preparation and attendance																			
3.2.a	Additional mapping and analysis of existing conditions data																			
5.3.a	Supplemental traffic data collection and modeling																			
TOTAL COST, WITH OPTIONAL TASKS								\$ 95,014.78					\$ 16,450.17		\$ 14,520.00					

County of San Mateo
North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study

Category/Title	PARIKH CONSULTANTS, INC.								Biggs Cardosa Associates, Inc.																			
	PIC	PROJ. MANAGER	SEN. PROJ. ENG.	PROJECT ENGINEER	SEN. STAFF ENGINEER	PROJECT GEOLOGIST	DRAFTSPERSON CADD	Total Hours	Direct Expenses	Total Costs	Principal	Associate	Eng. Mgr.	Senior Eng.	Proj. Eng.	Staff Eng.	Sr. Comp. Drafter	Admin.	Total Hours	Direct Expenses	Total Costs							
	\$317.33	\$229.99	\$212.43	\$175.95	\$126.29	\$142.13	\$123.68				\$259.69	\$202.58	\$187.72	\$171.29	\$150.20	\$126.31	\$146.67	\$77.44										
Task 1	Staffing and Facilitation of Technical and Community Advisory Committees								0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -					
1.a.	Preparation of meeting agendas and related materials								0	\$ -	\$ -									0	\$ -	\$ -						
1.b.	Meeting facilitation								0	\$ -	\$ -									0	\$ -	\$ -						
1.c.	Preparation of meeting notes with attendees and action items								0	\$ -	\$ -										0	\$ -	\$ -					
1.d.	Action items tracker updates for each meeting and schedule updates, as needed																											
Task 2	Community Outreach and Engagement								0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
2.1	Develop the Community Engagement Plan								0	\$ -	\$ -									0	\$ -	\$ -						
2.2.a	Prepare online material content for Project Webpage								0	\$ -	\$ -									0	\$ -	\$ -						
2.2.b	Develop materials for activities identified in Community Engagement Plan								0	\$ -	\$ -									0	\$ -	\$ -						
2.2.c	Processing, analysis and summary of all community outreach data								0	\$ -	\$ -								0	\$ -	\$ -							
2.2.d	Community engagement summary report								0	\$ -	\$ -								0	\$ -	\$ -							
2.2.e	Support staffing at community engagement activities								0	\$ -	\$ -								0	\$ -	\$ -							
Task 3	Identification and Analysis of Existing Conditions								0	\$ -	\$ -	1	4	0	4	0	0	0	0	9	\$ -	\$ 1,755.20						
3.1	Collection of existing plans, policies & relevant projects								0	\$ -	\$ -									0	\$ -	\$ -						
3.2	Collection and analysis of data associated with existing conditions								0	\$ -	\$ -	1	4		4			0	0	9	\$ -	\$ 1,755.20						
3.3	Memorandum summarizing existing conditions and community needs assessment								0	\$ -	\$ -									0	\$ -	\$ -						
Task 4	Development of Goals/Evaluation Criteria for the Bicycle/Ped. Railroad Crossing and Bicycle/Ped. Surface Street Improvements								0	\$ -	\$ -	4	4	0	2	0	0	0	0	10	\$ -	\$ 2,191.69						
4.1	Development of project goals and priorities for the grade-separated railroad crossing and bike/ped enhancements								0	\$ -	\$ -									0	\$ -	\$ -						
4.2	Development of evaluation criteria								0	\$ -	\$ -	4	4		2			0	0	10	\$ -	\$ 2,191.69						
4.3	Memorandum summarizing project goals and priorities, evaluation criteria, and process to develop these								0	\$ -	\$ -									0	\$ -	\$ -						
Task 5	Alternatives Development & Selection of Preferred Alternatives								3	6	24	28	12	6	1	80	\$ -	\$ 14,848.59	16	34	0	31	0	0	2	83	\$ 150.00	\$ 16,657.87
5.1	Delivery of conceptual alternative plans								3	6	24	28	12	6	1	80	\$ -	\$ 14,848.59	12	24		30		0	2	68	\$ 150.00	\$ 13,421.98
5.2	Delivery of conceptual street treatment alternatives								0	\$ -	\$ -											0	\$ -	\$ -				
5.3	Alternatives analysis								0	\$ -	\$ -	3	6		1			0	0	10	\$ -	\$ 2,165.87						
5.4	Prepare presentation materials and present to the PCJPB to obtain a use variance for one of the crossing alternatives of the Caltrain tracks								0	\$ -	\$ -									0	\$ -	\$ -						
5.5.a.	Summary packets describing approximately three alternatives for the railroad crossing with application of evaluation criteria, ranking of alternatives, the process of the proposed PCJPB use variance and the recommendation for a preferred alternative								0	\$ -	\$ -	1	4		0			0	0	5	\$ -	\$ 1,070.03						
5.5.b.	Summary packets describing the draft bicycle and pedestrian surface street improvements with application of evaluation criteria and ranking of treatment options and recommendation for a preferred alternative								0	\$ -	\$ -									0	\$ -	\$ -						
Task 6	Draft Study								0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
6.1	Preparation of the Administrative Draft Study								0	\$ -	\$ -									0	\$ -	\$ -						
6.2	Preparation of a Public Draft Study (English and Spanish)								0	\$ -	\$ -									0	\$ -	\$ -						
Task 7	Final Study								0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
7	Preparation of a Final Draft Study incorporating revisions from community input, including input from advisory committees on the Public Draft Study								0	\$ -	\$ -									0	\$ -	\$ -						
Task 8	Board Review/Approval								0	\$ -	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -						
8	Prepare presentation materials and present to the County Board of Supervisors								0	\$ -	\$ -									0	\$ -	\$ -						
TOTAL HOURS		3	6	24	28	12	6	1	80			21	42	0	37	0	0	0	2	102								
TOTAL COST, BASE CONTRACT		\$ 952.00	\$ 1,379.95	\$ 5,098.22	\$ 4,926.46	\$ 1,515.48	\$ 852.80	\$ 123.68	\$ 14,848.59	\$ 5,453.51	\$ 8,508.54	\$ -	\$ 6,337.82	\$ -	\$ -	\$ -	\$ 154.89	\$ 20,604.76										
Optional Tasks																												
1.e	Two additional TAC or CAC meetings																											
1.f	Bi-weekly coordination meetings																											
2.2.f	Additional community engagement support																											
2.2.g	Additional advisory body presentation preparation and attendance																											
3.2.a	Additional mapping and analysis of existing conditions data																											
5.3.a	Supplemental traffic data collection and modeling																											
TOTAL COST, WITH OPTIONAL TASKS									\$ 14,848.59									\$ 20,604.76										

County of San Mateo
North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study

Tasks		Team Total Hours	Team Direct Expenses	Team Total Costs
Task 1	Staffing and Facilitation of Technical and Community Advisory Committees	268	\$ 300.00	\$ 54,416.12
1.a.	Preparation of meeting agendas and related materials	80	\$ -	\$ 16,368.69
1.b.	Meeting facilitation	50	\$ 300.00	\$ 11,199.82
1.c.	Preparation of meeting notes with attendees and action items	28	\$ -	\$ 5,069.70
1.d.	Action items tracker updates for each meeting and schedule updates, as needed	110	\$ -	\$ 21,777.91
Task 2	Community Outreach and Engagement	1315	\$ 946.55	\$ 152,724.91
2.1	Develop the Community Engagement Plan	127	\$ -	\$ 16,457.89
2.2.a	Prepare online material content for Project Webpage	105	\$ -	\$ 12,599.51
2.2.b	Develop materials for activities identified in Community Engagement Plan	384	\$ 100.00	\$ 49,163.13
2.2.c	Processing, analysis and summary of all community outreach data	72	\$ -	\$ 10,765.55
2.2.d	Community engagement summary report	66	\$ -	\$ 9,102.92
2.2.e	Support staffing at community engagement activities	561	\$ 846.55	\$ 54,635.91
Task 3	Identification and Analysis of Existing Conditions	247	\$ -	\$ 42,822.86
3.1	Collection of existing plans, policies & relevant projects	22	\$ -	\$ 3,524.55
3.2	Collection and analysis of data associated with existing conditions	161	\$ -	\$ 28,950.11
3.3	Memorandum summarizing existing conditions and community needs assessment	64	\$ -	\$ 10,348.20
Task 4	Development of Goals/Evaluation Criteria for the Bicycle/Ped. Railroad Crossing and Bicycle/Ped. Surface Street Improvements	90	\$ -	\$ 14,918.07
4.1	Development of project goals and priorities for the grade-separated railroad crossing and bike/ped enhancements	26	\$ -	\$ 4,104.77
4.2	Development of evaluation criteria	34	\$ -	\$ 6,047.00
4.3	Memorandum summarizing project goals and priorities, evaluation criteria, and process to develop these	30	\$ -	\$ 4,766.30
Task 5	Alternatives Development & Selection of Preferred Alternatives	977	\$ 1,550.00	\$ 171,049.65
5.1	Delivery of conceptual alternative plans	352	\$ 350.00	\$ 63,222.82
5.2	Delivery of conceptual street treatment alternatives	138	\$ 100.00	\$ 24,201.63
5.3	Alternatives analysis	308	\$ 1,100.00	\$ 51,367.40
5.4	Prepare presentation materials and present to the PCJPB to obtain a use variance for one of the crossing alternatives of the Caltrain tracks	38	\$ -	\$ 7,046.90
5.5.a.	Summary packets describing approximately three alternatives for the railroad crossing with application of evaluation criteria, ranking of alternatives, the process of the proposed PCJPB use variance and the recommendation for a preferred alternative	75	\$ -	\$ 13,430.57
5.5.b.	Summary packets describing the draft bicycle and pedestrian surface street improvements with application of evaluation criteria and ranking of treatment options and recommendation for a preferred alternative	66	\$ -	\$ 11,780.32
Task 6	Draft Study	233	\$ -	\$ 30,046.18
6.1	Preparation of the Administrative Draft Study	132	\$ -	\$ 20,616.57
6.2	Preparation of a Public Draft Study (English and Spanish)	101	\$ -	\$ 9,429.60
Task 7	Final Study	96	\$ -	\$ 9,810.89
7	Preparation of a Final Draft Study incorporating revisions from community input, including input from advisory committees on the Public Draft Study	96	\$ -	\$ 9,810.89
Task 8	Board Review/Approval	20	\$ 50.00	\$ 4,211.31
8	Prepare presentation materials and present to the County Board of Supervisors	20	\$ 50.00	\$ 4,211.31
TOTAL HOURS		3246		
TOTAL COST, BASE CONTRACT			\$	480,000.00
Optional Tasks				\$ 70,000.01
1.e	Two additional TAC or CAC meetings	44	\$ 100.00	\$ 8,986.37
1.f	Bi-weekly coordination meetings	88	\$ -	\$ 18,148.70
2.2.f	Additional community engagement support	250	\$ 100.17	\$ 16,624.31
2.2.g	Additional advisory body presentation preparation and attendance	42	\$ 150.00	\$ 9,518.87
3.2.a	Additional mapping and analysis of existing conditions data	50	\$ -	\$ 8,667.46
5.3.a	Supplemental traffic data collection and modeling	40	\$ 1,000.00	\$ 8,054.29
TOTAL COST, WITH OPTIONAL TASKS			\$	550,000.00

Fee Proposal - continued

Kimley-Horn and Associates Non-Labor Itemized Direct Cost Items (PRIME)	Task #	Cost
Materials and Supplies		\$ -
Travel Expenses		\$ 1,136.55
Mileage, attendance at meetings	1	\$ 300.00
Mileage, in-person outreach activities	2	\$ 386.55
Mileage, site visits	5	\$ 400.00
Mileage, attendance at meetings	8	\$ 50.00
Other Direct Costs		\$ 1,000.00
Traffic data collection	5	\$ 1,000.00
TOTAL COST		\$ 2,136.55

Nelson/Nygaard Non-Labor Itemized Direct Cost Items	Task #	Cost
Materials and Supplies		\$ 100.00
Miscellaneous meeting materials	2	\$ 100.00
Travel Expenses		\$ 460.00
Travel expenses for in-person meetings	2	\$ 460.00
Other Direct Costs		\$ -
TOTAL COST		\$ 560.00

Biggs Cardosa Associates, Inc. Non-Labor Itemized Direct Cost Items ¹	Task #	Cost
Materials and Supplies		\$ 150.00
Plotting and Printing	5	\$ 150.00
Travel Expenses		\$ -
Other Direct Costs		\$ -
TOTAL COST		\$ 150.00

Total Consultant Team Non-Labor Itemized Direct Cost Items	Task #	Cost
Materials and Supplies		
Plotting and Printing	5	\$ 150.00
Miscellaneous meeting materials	2	\$ 100.00
Travel Expenses		
Mileage, attendance at meetings	1	\$ 300.00
Mileage, in-person outreach activities	2	\$ 846.55
Mileage, site visits	5	\$ 400.00
Mileage, attendance at meetings	8	\$ 50.00
Other Direct Costs		
Traffic data collection	5	\$ 1,000.00
TOTAL COST		\$ 2,846.55

County of San Mateo
North Fair Oaks Bicycle and Pedestrian Railroad Crossing and Community Connections Study

Estimation of Fee Breakdown by Deliverable (for payment of invoices by percent of task deliverable)

Tasks	Deliverables	% of Subtask to Task	Task/Subtask Cost
Task 1 Staffing and Facilitation of Technical and Community Advisory Committees		100%	\$ 54,416
1.a. Preparation of meeting agendas and related materials	Agendas and related materials for each meeting	30%	\$ 16,369
1.b Meeting facilitation	Agendas and related materials for each meeting	21%	\$ 11,200
1.c Preparation of meeting notes with attendees and action items	Meeting notes for each meeting with attendees and action items	9%	\$ 5,070
1.d. Preparation of meeting summaries and action items from project coordination meetings with County staff, and updates to the project schedule as needed	Action items tracker updates for each meeting and schedule updates, as needed	40%	\$ 21,778
Task 2: Community Outreach and Engagement		100%	\$ 152,725
2.1 Develop the Community Engagement Plan	Draft and final community engagement plan	11%	\$ 16,458
2.2.a Prepare online material content for Project Webpage	Draft and final website copy and graphics for each outreach phase	8%	\$ 12,600
2.2.b Develop materials for activities identified in Community Engagement Plan (preparation of presentation materials to the PCJPB and Board of Supervisors should be listed separately under Tasks 5.4 and 8 respectively)	Completion of presentation materials, surveys, flyers, text message marketing and other related engagement collateral for each outreach phase	32%	\$ 49,163
2.2.c Processing, analysis and summary of all community outreach data	Documentation/summarization of outreach data for each of first three outreach phases	7%	\$ 10,766
2.2.d Community engagement summary report	Draft and final community engagement summary report	6%	\$ 9,103
2.2.e Support staffing at community engagement activities	Facilitation for each outreach phase	36%	\$ 54,636
Task 3: Identification and Analysis of Existing Conditions		100%	\$ 42,823
3.1 Collection of existing plans, policies & relevant projects	Summarization of plans, policies and other relevant background documents in existing conditions memorandum	8%	\$ 3,525
3.2 Collection and analysis of data associated with existing conditions	Data package consisting of documents and files identified in the scope attached to existing conditions memorandum	68%	\$ 28,950
3.3 Memorandum summarizing existing conditions and community needs assessment	Draft and final memorandum summarizing existing conditions and community needs assessment	24%	\$ 10,348
Task 4: Development of Bicycle/Pedestrian Grade Separated Crossing and Bicycle/Pedestrian Improvements Evaluation Criteria		100%	\$ 14,918
4.1 Development of project goals and priorities for the grade-separated railroad crossing and bike/ped enhancements	Draft and final goals and priorities for the crossing and bike/ped enhancements on local streets in evaluation criteria memorandum	28%	\$ 4,105
4.2 Development of evaluation criteria	Draft and final evaluation criteria in evaluation criteria memorandum	41%	\$ 6,047
4.3 Memorandum summarizing project goals and priorities, evaluation criteria, and process to develop these	Draft and final memorandum summarizing project goals, priorities, evaluation criteria and the process to develop these	32%	\$ 4,766
Task 5: Alternatives Development & Selection of Preferred Alternatives		100%	\$ 171,050
5.1 Delivery of conceptual alternative plans for the railroad crossing	Draft railroad crossing design alternatives with cost estimates	37%	\$ 63,223
5.2 Delivery of bike/ped conceptual design treatment alternatives for local surface street improvements	Draft bike/ped concept design alternatives with cost estimates	14%	\$ 24,202
5.3 Alternatives analysis	Documentation of analysis and ranking of alternatives	30%	\$ 51,367
5.4 Prepare presentation materials and present to the PCJPB to obtain a use variance for one of the crossing alternatives of the Caltrain tracks	Documentation in support to County staff RCUP application and supporting materials	4%	\$ 7,047
5.5.a Memorandum describing approximately three alternatives for the railroad crossing with application of evaluation criteria, ranking of alternatives, the process of the proposed PCJPB use variance and the recommendation for a preferred alternative	Draft summary packet summarizing the railroad crossing alternatives evaluation process, ranking of alternatives, summary of the PCJPB use process, and recommendation for preferred alternatives	8%	\$ 13,431
5.5.b Memorandum describing the draft bike/ped surface street improvements with application of evaluation criteria and ranking of treatment options and recommendation for a preferred alternative	Draft summary packet summarizing the bike/ped surface street improvement alternatives evaluation process and recommendation for a preferred alternative	7%	\$ 11,780
Task 6: Draft Study		100%	\$ 30,046
6.1 Preparation of the Administrative Draft Study	Administrative Draft Study	69%	\$ 20,617
6.2 Preparation of a Public Draft Study (English and Spanish)	Draft Study in English and Spanish	31%	\$ 9,430
Task 7: Final Study		100%	\$ 9,811
7. Preparation of a Final Draft Study incorporating revisions from community input, including input from advisory committees on the Public Draft Study	Final Study in English and Spanish	100%	\$ 9,811
Task 8: Board Review/Approval		100%	\$ 4,211
8. Prepare presentation materials and present to the County Board of Supervisors	Presentation at the County Board of Supervisors meeting	100%	\$ 4,211
Total Base Scope			\$ 480,000
Optional			
1.e Two additional TAC or CAC meetings	Agendas and related materials for each meeting		\$ 8,986.37
1.f Bi-weekly coordination meetings	Action items tracker updates for each meeting		\$ 18,148.70
2.2.f Additional community engagement support	Additional support for community engagement		\$ 16,624.31
2.2.g Additional advisory body presentation preparation and attendance	Presentation at advisory group bodies		\$ 9,518.87
3.2.a Additional mapping and analysis of existing conditions data	Additional maps and analysis		\$ 8,667.46
5.3.a Supplemental traffic data collection and modeling	Traffic modeling results		\$ 8,054.29
Total, Including Optional Tasks			\$ 550,000

Attachment IP
Intellectual Property Rights

1. The County of San Mateo ("County") shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.