

**AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES
WITH W-TRANS
OAK GROVE AVENUE AND CAROLAN AVENUE TRAFFIC SIGNAL AND
RELATED INTERSECTION IMPROVEMENTS**

CITY PROJECT NO. 84610

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between the City of Burlingame, State of California, herein called the "City", and **W-Trans** engaged in providing **PROFESSIONAL ENGINEERING DESIGN** services herein called the "Consultant".

RECITALS

- A. The City is considering conducting activities for consultant engineering services for professional engineering design services for the Oak Grove Avenue and Carolan Avenue Traffic Signal and Related Intersection Improvements, City Project No. 84610.
- B. The City desires to engage a professional engineering consultant to provide professional design services because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide professional engineering services such as survey, engineering design, and bid services for the Oak Grove Avenue and Carolan Avenue Traffic Signal and Related Intersection Improvements and as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement with completion of all work by December 31, 2020.

3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.
4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
6. Compensation. Compensation for Consultant's professional services shall not exceed \$129,250; and payment shall be based upon City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.
7. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this

Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.

8. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Steve Fitzsimons, P.E., Principal.
9. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Art Morimoto, Assistant Director of Public Works
 City of Burlingame
 501 Primrose Road
 Burlingame, CA 94010

To Consultant: Steve Fitzsimons, Principal
 W-Trans
 505 17th Street, 2nd Floor
 Oakland, CA 94612

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

11. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is

brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

12. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
13. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
14. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - C. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
 - D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.
 - E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII and authorized to do business in the State of California.
 - F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
15. Indemnification. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which

arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
17. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
18. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

“Consultant”

By _____
Lisa K. Goldman
City Manager

W-Trans
Print Name:
Title:

Approved as to form:

City Attorney – Kathleen Kane

ATTEST:

City Clerk - Meaghan Hassel-Shearer



February 4, 2020

Ms. Lisha Mai
City of Burlingame
501 Primrose Road,
Burlingame, CA 94010

Proposal to Prepare a Traffic Signal Design for Carolan Avenue/Oak Grove Avenue and Signal Modification Design for California Drive/ Oak Grove Avenue

Dear Ms. Mai;

W-Trans is pleased to present this proposal for traffic engineering services preparing the design of a new traffic signal installation at Carolan Avenue/Oak Grove Avenue and traffic signal modification at California Drive/Oak Grove Avenue. This letter is an updated version of a proposal that was previously sent in 2018. Following are the assumptions relied upon in preparing our scope of services and resulting fee.

- The City has selected Flashing Yellow Arrow (FYA) operations at the proposed new signal at the Oak Grove/Carolan Avenue intersection and modification to FYA operations at the California Avenue/Oak Grove Avenue intersection
- Base plans for the design will be traced from survey files collected for this project, supplemented with road As-Built or Record Drawings available from the City. The City will also furnish As-Built drawings of the existing traffic signal at California Drive/Oak Grove Avenue.
- The Caltrain signal house appears to be in the southeast corner of the grade crossing. That suggests there should be an existing conduit under the tracks for the conductors between the Caltrain signal house and the existing controller at California Drive/Oak Grove Avenue, and no need for installing another conduit under the JPB tracks.
- The scope of services includes coordination with the Peninsula Joint Power Board, and preparation of rail pre-emption timing calculations to guide operations of the new signal during rail pre-empt. Payment of JPB fees will be made by the City.
- Survey work for topographic information will be completed to aid design of new curb ramps and to identify rail property lines
- Utility potholing of traffic signal pole locations is included
- Plans will be prepared for all the equipment necessary to install a new traffic signal.
- Plan sheets will be prepared to match the formatting required by the City and Caltrain.

Scope of Services

1. As-Built or Record Drawings of the intersection and the existing traffic signal at California Drive/Oak Grove Avenue will be obtained from the City, along with the City's desired sheet border.
2. A field review of the area will be performed, including obtaining any measurements needed. The height of overhead wires will be measured if appropriate to identify conflicts. Photographs will be taken to support efficient design activities, including photographs of the insides of existing conduits at the Oak Grove/California intersection.
3. Visible utility conflicts will be identified. If appropriate, the conflicts will be forwarded to the City for discussion and/or further action.
4. Base plans will be prepared using the survey and As-Built data supplemented by field notes and measurements.

5. Topographic survey will be completed for curb ramps at both project intersections. Limits of City right-of-way will be provided by the City.
6. Conceptual (50%) plans will be prepared for the various aspects of the design, as indicated below. The submission will be via electronic media only, formatted for printing on paper 11 x 17 inches or a full-sized 22 x 34 inches plan sheet.
 - a. Poles, cabinets, vehicle and pedestrian heads, vehicle and bicycle detection, pre-emption equipment, battery backup systems, and streetlights will be included on the plans for the new and modified traffic signals. The level of detail will be sufficient for decision-making and cost estimating, but details that are unnecessary will not be included so that such work would not be wasted if the design subsequently changes.
 - b. Deliverables to be included in the 50% submittal include a traffic signal plan sheet for each intersection submitted as an electronic pdf file.
 - c. The Preliminary traffic signal plan sheet will be used to initiate an encroachment permit with the Peninsula Joint Power Board. In a recent project in Sunnyvale, the JPB required a deposit of more than \$10,000 which was used to pay JPB staff time for design review and installation work. The proposal assumes any fees due to JPB will be paid directly by the City.
 - d. On request from JPB, the rail sequence timing calculations will be prepared and submitted for their records.
 - e. Details will be prepared for curb ramps on four corners of the California Drive/Oak Grove Avenue intersection along with right turn modification details, and for curb ramps on three corners of the Carolan Avenue/Oak Grove intersection.
 - f. The Preliminary traffic signal plan at the Oak Grove/Carolan intersection will also be sent to PG&E as an electrical service request, and plans for both intersections for utility mapping requests. Transmittal letters will be prepared for City submission to utility companies. This proposal assumes all fees from utility companies will be paid by the City.
 - g. Design parameters will be based on the updated W-Trans Flashing Yellow Arrow operations memo to the City dated February, 2020, or as agreed to at the kickoff meeting.
 - h. Attend one Traffic Safety and Parking Commission and one City Council Meeting.
7. As soon as concurrence with the layout is received from City staff, the location of the service cabinet will be coordinated with PG&E to obtain a service point. Preparation of a request or application is assumed as part of the scope of work, but any fees owed to PG&E would be the City's responsibility.
8. Based on direction received from City staff, Semi-final (90% submittal) PS&E will be prepared as follows.
 - a. Traffic signal plans will be expanded to include equipment and conductor schedules as well as appropriate details and notes.
 - b. Typical details, construction details, notes, legends and quantities will be added to the signal plans.
 - c. Comments on the detail sheets showing sidewalk ramp replacements will be discussed, resolved, and incorporated into revised drawings for the 90% submittal.

- d. A signing and striping plan showing work in support of the traffic signal installation will be prepared for the 90% submittal.
 - e. Technical specifications will be prepared based on the Caltrans Special Provisions and modified to meet the City's requirements; these notes will be provided as Technical Specifications. Typical General Provisions will be provided by the City and W-Trans will prepare full Contract bid documents.
 - f. The cost estimate will be updated based on the quantities identified in the 90% plan set.
 - g. The plans and cost estimate will be submitted electronically. Plan sheets to be submitted include a Title Sheet, two traffic signal plan sheets, two traffic signal equipment schedules sheets, notes sheet, and construction details sheets (three) showing ramp construction and modification of the right turn island in the southeast corner of the California/Oak Grove intersection.
 - h. Potholing of six proposed traffic signal pole locations will be completed after receipt of City comments on the 90% submittal, once agreement is reached on pole locations.
9. Final (100% submittal) plans will be prepared, including all information previously identified and modified to incorporate changes based on comments from City staff on the Preliminary plans.
- a. Comments on the 90% submittal will be discussed with City staff and resolved and incorporated into the 100% submittal.
 - b. The Contract bid documents will be updated to address staff comments and finalized.
 - c. The cost estimate will be updated to address staff comments and finalized.
 - d. The plans will be submitted electronically as well as in full-size (24"x36") plots; the plots will be on a reproducible medium such as mylar or vellum and will be digitally-signed. The cost estimate will be provided electronically.
10. Bid Assistance: The Project Engineer will be available to respond to questions during the bidding phase of the project, and attend the Pre-Bid meeting.
11. Timing sheets will be prepared and submitted for implementation by the City upon completion of the design work. Sheets to be prepared include Basic and rail pre-empt timing sheets for the Oak Grove Avenue/Carolan Avenue intersection and Coordination timing sheets for both intersections. On approval by the City, timing sheets will be implemented and fine-tuned. This proposal assumes a.m., school afternoon, and p.m. coordination plans.
12. Meetings are anticipated to kick off the project and after the review of the Preliminary and Semi-Final plans. Project management activities include monitoring the scope and schedule, monthly progress reports, and preparing any requests for scope or schedule modifications if needed.

Exclusions: The scope of services does not include items that are not specifically identified above, such as preparing environmental documents, coordination timing sheets for adjacent intersections along California Drive, or inspection services. Any additional services needed would be provided on a time and materials basis after receiving written authorization.

Schedule and Budget

Preliminary plans will be submitted within six to eight weeks of receipt of AsBuilt plans from the City. The 90% submittal will be delivered within eight to ten weeks. Subsequent plans will be submitted within three to four weeks of receipt of comments.

Our services will be conducted on a time and materials basis. Monthly invoices will be provided electronically unless a hard copy via mail is requested. The estimated maximum fee for this work is \$129,250. Hourly rates are also enclosed should additional services become necessary.

Please forward your contract documents if you wish to initiate work. Steve Fitzsimons will be your primary contact for this work. Please call him at 650-314-8313 if you have any questions about this proposal.

This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for giving us the opportunity to propose on these services.

Sincerely,

Steve Fitzsimons, PE
Principal

Enclosures: Estimated Fee Estimate, 2020 Fee Schedule

Oak Grove/Carolan & Oak Grove/California TS Design
W-Trans Fee Estimate

Task	HOURS BY STAFF MEMBER					Misc	CSG	Survey	Potholing	Total Hours
	Dalene Whitlock	Steve Fitzsimons	Associate 3	Assistant 2	Admin 2					
1-3. Project Initiation, Obtain AsBuilts	1	12	0	12	1	\$122	\$0	\$0	\$0	26
4-7. Base maps, Conceptual Design	4	28	0	67	6	\$32	\$5,038	\$6,699	\$0	105
8. Semi-final design	5	28	0	50	6	\$0	\$17,622	\$0	\$6,798	89
9. Final PS&E	2	22	0	23	5	\$308	\$14,971	\$0	\$0	52
10. Bid support	0	19	0	24	0	\$32	\$4,356	\$0	\$0	43
11. Timing sheets	0	19	19	2	0	\$0	\$0	\$0	\$0	40
13. Meetings and PM	2	20	0	5	0	\$135	\$2,904	\$0	\$0	27
14. Optional JPB Permit	0	1	2	0	0	\$6,199	\$0	\$0	\$0	3
	14	149	21	183	18	\$6,827	\$44,891	\$6,699	\$6,798	385

Task	FEE AT HOURLY RATES INDICATED					LS	CSG	Survey	Potholing	TOTAL
	\$305	\$220	\$145	\$120	\$110					
1-3. Project Initiation, Obtain AsBuilts	\$305	\$2,640	\$0	\$1,440	\$110	\$122	\$0	\$0	\$0	\$4,617
4-7. Base maps, Conceptual Design	\$1,220	\$6,160	\$0	\$8,040	\$660	\$32	\$5,038	\$6,699	\$0	\$27,849
8. Semi-final design	\$1,525	\$6,160	\$0	\$6,000	\$660	\$0	\$17,622	\$0	\$6,798	\$38,765
9. Final PS&E	\$610	\$4,840	\$0	\$2,760	\$550	\$308	\$14,971	\$0	\$0	\$24,039
10. Bid support	\$0	\$4,180	\$0	\$2,880	\$0	\$32	\$4,356	\$0	\$0	\$11,448
11. Timing sheets	\$0	\$4,180	\$2,755	\$240	\$0	\$0	\$0	\$0	\$0	\$7,175
13. Meetings and PM	\$610	\$4,400	\$0	\$600	\$0	\$135	\$2,904	\$0	\$0	\$8,649
14. Optional JPB Permit	\$0	\$220	\$290	\$0	\$0	\$6,199	\$0	\$0	\$0	\$6,709
Totals with Optional Task 14	\$4,270	\$32,780	\$3,045	\$21,960	\$1,980	\$6,827	\$44,891	\$6,699	\$6,798	\$129,250

These rates are valid for work initiated prior to December 31, 2020. Work initiated after January 1, 2021, and any subsequent year may be billed at the revised rates established for that year. Mileage charges will be based on the IRS Standard Mileage Rate (set at \$0.575 effective January 1, 2020; subject to change) plus 10 percent.



Fee Schedule

2020 Staff Billing Rates

Position	Billing Rate (per hour)
Senior Principal	\$280 – \$305
Principal	\$230 – \$260
Senior Engineer/Planner	\$195 – \$210
Engineer/Planner	\$150 – \$160
Associate Engineer/Planner	\$135 – \$145
Assistant Engineer/Planner	\$115 – \$125
Technician/Administrative	\$95 – \$110
Intern	\$30 – \$80
Field Technician	\$30 – \$75

2020 Expense Charges

Item	Charge
Mileage	\$0.63/mile*
Services and Expenses	10% surcharge

These rates are valid for work initiated prior to December 31, 2020. Work initiated after January 1, 2021, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.575 effective January 1, 2020) plus 10 percent.