

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH KIMLEY-HORN AND ASSOCIATES, INC  
BAY TRAIL GAP CLOSURE PROJECT**

**CITY PROJECT NO. 87000**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Burlingame, State of California, herein called the "City", and **Kimley-Horn and Associates, Inc.** engaged in providing **Professional Engineering Design** services herein called the "Consultant".

**RECITALS**

- A. The City is considering for consultant to provide professional engineering design services to assist the City with the Bay Trail Gap Closure Project (Project), City Project No. 87000.
- B. The City desires to engage a professional engineering consultant to provide assistance with professional engineering 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 perform project management functions; perform feasibility of a Class I facility along Airport Boulevard; perform various assessments; submit 100% design contract plan, 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 June 30, 2027.
- 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 \$230,960; 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 John Pulliam
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: Andrew Yang, Senior Engineer  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

To Consultant: John Pulliam, Project Manager  
Kimley-Horn and Associates, Inc.  
2121 S. El Camino Real, Suite 550  
San Mateo, CA 94403

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. Workers' Compensation and Employers Liability Coverage:
- i. 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.
  - ii. The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Company for the City of Burlingame.
- 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, including limitations set forth in California Civil Codes 2782.8, 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

\_\_\_\_\_  
Kimley-Horn and Associates, Inc.  
Print Name: John Pulliam  
Title: Project Manager

Approved as to form:

\_\_\_\_\_  
City Attorney – Michael Guina

ATTEST:

\_\_\_\_\_  
City Clerk - Meaghan Hassel-Shearer



## MEMORANDUM

Date: January 19, 2026

To: Andrew Yang, P.E., Senior Engineer  
City of Burlingame

From: John Pulliam, P.E.  
Kimley-Horn and Associates, Inc.

Subject: Proposal to provide professional services for the design of the Bay Trail Gap Closure Project

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Thank you for this opportunity to continue providing professional services to the City of Burlingame, to design and prepare construction contract documents for the City's Bay Trail Gap Closure Project. This project will construct a Class I Shared-Use Path along Airport Blvd, connecting existing Bay Trail segments.

We have prepared this brief outline to confirm our Project Understanding along with our proposed scope and fee that would ultimately be formalized into an agreement for professional services.

### **Project Background**

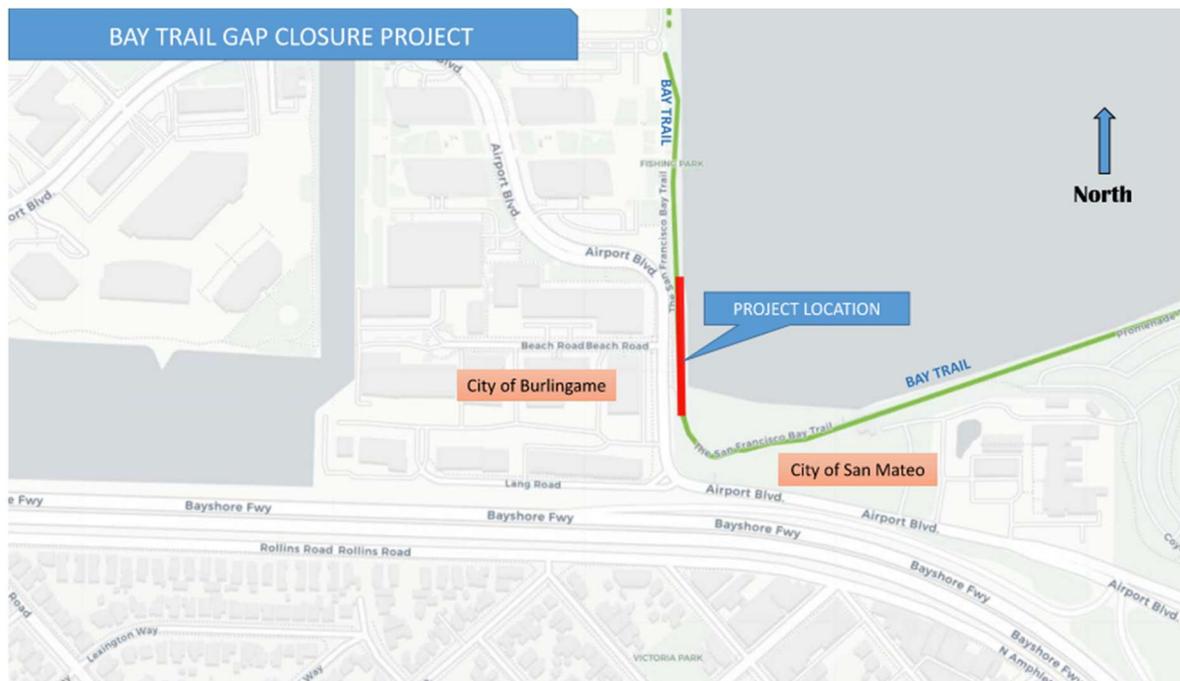
The Bay Trail Gap Closure Project targets the completion of the Bay Trail at Airport Boulevard between the Burlingame and San Mateo borders. This section of trail does not have an official, defined path of travel for Bay Trail users and is considered a high-priority location by Burlingame's Bicycle/Pedestrian Advisory Committee and Traffic Safety and Parking Commission, as well as the City's 2019 General Plan and the 2020 Bicycle and Pedestrian Master Plan.

The Metropolitan Transportation Commission and the Association of Bay Area Governments conducted an evaluation of the Bay Trail to identify and prioritize existing gaps within the existing network. The City of Burlingame conducted a Bicycle and Pedestrian Master Plan in 2020 highlighting the current gaps within the City's existing bicycle network and specifically calls out the need for gap closures to create a continuous link through the City for the residents, businesses, and visitors to the City. During community outreach events regarding the Bicycle and Pedestrian Master Plan, the gaps in the Bay Trail were frequently mentioned by the public as desired improvements to the City's bicycle and pedestrian network.

This existing gap along Airport Boulevard presents several challenges for active transportation users. The area is characterized by a lack of continuous, dedicated pathways for pedestrians and cyclists, and the absence of a connected trail forces users to navigate alongside a busy street on a sub-standard facility. The existing connection between the two segments of the Bay Trail currently is a 400 LF pathway consisting of an existing sidewalk and a dirt and gravel pathway along Airport Road. The northern section of the Bay Trail ends at the sidewalk along Airport Boulevard and continues south before transitioning to a dirt and gravel path at the intersection of Beach Road and Airport Boulevard all the way to the southern section of the Bay Trail. Bicyclists travelling northbound along the Bay Trail are directed to a Class II bicycle facility on Airport Boulevard before transitioning to a Class III bicycle facility at the intersection of Beach Road and Airport Boulevard without offering a clear connection back to the existing Bay Trail.

The Bay Trail Gap Closure Project aims to address these deficiencies by constructing a dedicated Class I trail that will enhance safety by providing a protected and marked pathway for active transportation users, significantly reducing the risk of accidents, and improving safety for all road users. The project will close a critical gap in the Bay Trail, enabling uninterrupted access along the regional corridor and connecting neighboring communities.

The scope of work includes pathway construction, signage and striping, and safety enhancements such as improved crossings and lighting where necessary. The project location is shown on the following page.



The City of Burlingame has requested a proposal to provide final design professional engineering services under our on-call contract. These services will consist of advancing the existing concept

plans to final design along with associated construction contract documents (technical specifications and bid list). We have prepared this brief scope and fee for final design, permitting, and traffic studies.

## **SCOPE OF SERVICES**

Kimley-Horn proposes the following scope of services for this project, with services to be provided out of our San Mateo office.

### **Task 1: Project Management**

This task covers project management work for up to 1 year. We will provide project management services under this task, including:

1. Kick-off meeting to discuss and prioritize project objectives and outline an approach to meet those objectives.
2. Monthly Project Development Team (PDT) meetings with the City
3. Focus meetings to resolve specific issues, reach early consensus on approach, or review and resolve City comments (up to 4 meetings).
4. Prepare and submit monthly invoices in conformance with City of Burlingame requirements.
5. Perform quality assurance and quality control reviews of major deliverables.

BCDC permit coordination is included in Task 9.

### **Task 2: Data Collection / Utility Coordination**

This task includes collection of existing information to support the development of deliverables in the project delivery process. This includes the following tasks:

1. Obtain previous plans, report(s) and documents related to the proposed project
2. Coordinate with the City to obtain existing records and reports including as-builts.
3. Coordinate with utility companies and City to obtain existing utility and storm drain mapping.
4. Conduct one (1) site visit to assess existing conditions and constraints.

Our design will be dependent on the quality and accuracy of the as-builts. We assume that as-builts will show all pertinent and necessary information including locations of at-grade and underground facilities, including but not limited to storm drain inlets, manholes, luminaires service points, pull box locations, and conduits. If as-builts are not available or are of poor quality, Kimley-Horn will work with the City to make appropriate assumptions for the design.

Kimley-Horn will conduct a field review to collect existing infrastructure information for the lighting analysis and lighting design. If desired by the City, Kimley-Horn can conduct the field review with a City staff person. During the field review, we will identify locations of existing luminaires, document their wattages, and take photographs of the luminaires, poles, and other identifying features such as street light numbers and labels. We will also spot check existing pull boxes and conduits against as-builts. It is assumed that a detailed/exhaustive field review to locate PG&E service points and conduit routing will not be required.

Kimley-Horn will submit an application to PG&E for the additional luminaires to be added to existing lighting system (on the existing circuit). One (1) meeting with PG&E in the field is included in this scope.

It is assumed that no additional service or upgrades of existing service points will be required, and that the new lights can be added to the existing electrical service.

We will coordinate with utilities related to necessary adjustments. We assume adjustment to grade will be necessary for 1-2 utilities as the southwest corner as part of the improvements there and that these adjustments will be performed at the utilities expense. We will prepare and send notification letters and coordinate information related to their necessary adjustments. We assume all adjustments will take place during construction. No relocations are assumed to be necessary, and if required, additional fee may be required to coordinate that work.

This task includes mapping existing utilities in AutoCAD to be shown in the background of the final design plans.

### **Topographic Survey**

GUIDA proposes to provide a Topographic Design Survey for approximately 650 feet along Airport Blvd, focused primarily on the existing sidewalk area for the trail gap closure.

The scope of work includes:

1. Collect cross sections of the street and trail at 50-foot intervals.
2. Cross sections will extend from 10 feet behind the back of walk to 25 feet beyond the bay trail edge.
3. Survey will include surface-visible utilities, trees (4 inches and greater), power poles, overhead lines, light poles, boxes, vaults, meters, edge of road, edge of trail, top and toe of slope and/or waterline (depending on tide), paint marks, and pipe outlets to the bay.
4. In addition to surface utilities, we will collect inverts on sewer and storm structures with the project area (manholes, catch basins, inlets), denote pipe size, and provide photos.

### **Guida's assumptions**

1. Survey data will be tied to available NAD83 and NAVD88 horizontal and vertical controls.
2. Client will provide site access during normal business hours (7:00 AM – 4:00 PM, Monday–Friday).
3. Client will notify appropriate authorities and arrange access.
4. Client will notify owners and tenants and arrange access.
5. No permits will be required. If permits are needed, they will be provided at no cost to the survey team.
6. No special training or safety orientation will be required. If required, associated costs will be billed separately per our attached hourly rate schedule.

### **Exclusions**

1. Utility research and S.U.E.
2. Corner Records and Records of Survey
3. Boundary Surveys
4. Tree species identification

## Deliverables

1. Combined CAD file in AutoCAD 2022:
  - a. Topographic survey
  - b. DTM surface
  - c. Record R/W
2. Field notes in PDF format
3. Field photos in JPG format

### **Task 3: Public Outreach**

We will prepare, participate, and lead two (2) in-person community meetings. This includes attendance by up to two (2) Kimley-Horn team members, including the primary presenter. We assume the City will provide and reserve meeting locations for the two meetings. Our team will prepare minutes to the City summarizing the comments from each meeting.

Public outreach will be led by the Kimley-Horn project manager, John Pulliam. Our team will work with City staff to determine the appropriate community meeting format, and we will prepare the agenda, presentation materials, press releases, and meeting notification postcard language.

Kimley-Horn will prepare public meeting notices (mailers) on City letterhead. We will print and mail up to 200 notices based on addresses provided by the City. Kimley-Horn will prepare and print sandwich board materials for up to 10 boards. We assume the City will be responsible for providing and setting up sandwich boards, using the printed material provided by Kimley-Horn.

We will create and edit the PowerPoint presentation for up to two meetings. The PowerPoint will be shared with the City in advance of the meeting for review and editing.

We assume the first meeting will present the two (2) Conceptual Design alternatives for community input (see Task 4: Concept Design). We assume the second meeting will present the final selected Conceptual Design Alternative that will be carried forward through the PS&E phase.

Should the City desire public outreach efforts beyond the scope provided here, those would be treated as an additional service.

### **Task 4: Concept Design (2 Alternatives)**

Kimley-Horn will prepare two (2) alternative concepts for the project. Each concept will show proposed locations of major improvements such as the Class I path, new curb and gutter, limits of proposed roadway conform work, upgraded curb ramps, retaining wall, and potential pedestrian lighting upgrades. Aerial imagery and GIS right of way will be shown in relation to the proposed work. Topographic survey, if available at the time of concept development, will be included. The intent of the schematic design will be to convey the overall proposed scope of improvements to the community in the form of a plan view concept (no vertical shown). Conceptual level cost estimates will be prepared for each alternative.

The scope includes preparing up to two (2) alternatives for the first public meeting, to be submitted to the City for review.

Based on one set of non-conflicting City comments, Kimley-Horn will update two (2) alternative exhibits prior to be presented at the first Public Outreach meeting.

Based on community outreach results from the first engagement meeting, Kimley-Horn will prepare one (1) final alternative to be presented at the second/final public meeting.

**Task 5: 35% Plans and Estimate**

Kimley-Horn will prepare 35% plans and Opinion on Probable Cost (OPC Estimate) as part of Task 5. We assume approximately 450 LF of Class I trail design, conforming to the existing Bay Trail segments on the northern and southern ends. In order to fit a standard 10'-12' trail, we anticipate pulling the existing curb line in to fit the trail along the existing sidewalk area. If widening into the Bay is necessary or preferred to accommodate the trail, we assume that it will be a minimal widening that will not trigger significant concern or coordination from the San Francisco Bay Conservation and Development Commission (BCDC). We assume that if widening into the Bay is necessary or preferred, a rock-armored slope will be used. If a structural wall design is necessary, we can provide that at an additional fee.

Plan sheet size will be 22"x34" (ANSI D) on City of Burlingame border or standard Kimley-Horn border.

We assume the following four (4) sheets will be developed:

- Cover Sheet - 1
- Typical Sections – 1
- Layout (1"=20' scale) – 1
- Utility Sheets (1"=20' scale) – 1
- Lighting photometrics (as separate exhibit)

We assume the cover sheet is the standard City of Burlingame cover sheet and general notes.

The typical sections will show proposed engineered sections along the bike trail. We assume two sections will be needed to convey the improvements. To develop the pavement sections, we assume the City will provide us the pavement sections for the existing Bay Trail. We will propose a conservative pavement section based on review of the existing Bay Trail pavement sections. Geotechnical analysis is excluded from this scope.

The layout sheets will include the horizontal layout and control of the trail alignment. Curb ramps will be shown on the layout sheets with their anticipated layout but vertical will not be included until the 65% design level. We assume 2 new curb ramps and 1 bike ramp will be required: upgraded unidirectional northeast corner curb ramp, unidirectional southwest corner curb ramp, and a new bike ramp to access the trail from northbound Airport Blvd. Due to the utility constraints at the southwest corner, we assume a bulbout will be required to fit an unidirectional ramp. There will not be a pedestrian crossing along the south leg of Airport Blvd, this crossing will remain closed similar to existing. The existing southeast gravel ramp will be removed to dissuade pedestrians from crossing.

A sawcut line will be shown to depict locations of sawcut and demolition for new pavement.

The utility sheets will show existing utility mapping in addition to drainage relocations. Kimley-Horn anticipates up to three (3) inlets relocated due to the improvements.

Kimley-Horn has excluded demolition and signing and striping sheets. We assume the information depicted on the layout sheets appropriately covers this work.

We will develop a 35% level Opinion of Probable Costs (OPC) with anticipated construction cost for the project, based on a list of prepared bid items and quantities. At the 35% level, some costs will be included as lump sum using engineering judgement until design progresses further.

We assume specifications will not be prepared for the 35% submittal, they will be included in the 65% PS&E submittal.

### *Lighting Analysis*

A lighting analysis will be performed in AGI32 lighting software using data collected from the field work and as-builts. Kimley-Horn will use .ies files provided or as directed by the City for the analysis. If the City does not have a specific .ies file for the analysis, Kimley-Horn will make assumptions based off the field work and relevant information to obtain an .ies file for the analysis. The AGI analysis will evaluate the lighting for the Class I Bay Trail connection and the pedestrian crosswalk at the intersection of Airport Boulevard and Beach Road. Exhibits will be created in AutoCAD software to show existing and proposed luminaire locations and illuminance values along the roadway area. Additionally, a table will be included to summarize the average illuminance and uniformity values along the corridor. Kimley-Horn will create an exhibit showing the luminaire analysis and what luminaires are needed to reach the average illuminance and uniformity to meet the recommended values per the IES RP-8-22 or guidelines preferred by the City. Kimley-Horn will coordinate with the City on the target recommended value for lighting prior to beginning the proposed analysis.

### **Task 6: 65% Plans, Specifications, and Estimate**

Based on one set of consolidated non-conflicting comments from the City, Kimley-Horn will update the design to the 65% design level.

We assume the following sheets will be added to the plan set:

- General Notes - 1
- Horizontal Control – 1
- Profile - 1
- Construction Details (Curb ramps)(1"=5' scale) - 2
- Construction Details (General, Slope and armor details) - 1
- Lighting plans and details (1"=40') - 2

General Notes will include City of Burlingame standard notes, with edits to align with this project.

Horizontal Control will detail the alignment geometry, including stationing, curve data, and control points. Survey control statements will be included on this sheet.

Profile sheet will show the proposed vertical alignment of the bike trail or new face of curb. Vertical curve data, grades, elevations, and key control points will be provided.

Construction Details will include horizontal and vertical geometry for the curb ramps and bike ramps at 1"=5' scale.

The lighting plans will show existing and proposed luminaires, conduits, pull boxes, service cabinet locations, and service points.

We will prepare a corresponding cost estimate and associated technical specifications. We assume the City will prepare the front end specifications, and that technical specifications will be prepared in Caltrans format, based on the latest edition of the Caltrans Standard Specifications.

### **Task 7: 95% Plans, Specifications, and Estimate**

Based on one (1) set of consolidated non-conflicting comments from the City, we will revise the 65% plans, specifications, and cost estimate and advance them to 95% PS&E. We assume the comments do not include major design revisions, and are related to minor design elements or annotations.

We assume the 100% PS&E will be used for bidding purposes.

### **Task 8: 100% Plans, Specifications, and Estimate**

Based on one (1) set of consolidated non-conflicting comments from the City, we will revise the 95% plans, specifications, and cost estimate and advance them to 100%/Final PS&E. We assume the comments do not include major design revisions and are related to minor design elements or annotations.

We assume the 100% PS&E will be used for bidding purposes.

### **Task 9: BCDC Permit Support and Design Support During Construction (DSDC)**

Kimley-Horn ("Consultant") will provide coordination and support for gaining a permit from the San Francisco Bay Conservation and Development Commission (BCDC). Kimley-Horn will also provide construction phase services specifically stated below. Our scope includes **60 hours** of combined permitting and construction support at a budget of **\$15,770**. Effort beyond this can be provided for an additional fee.

1. Review the proposed project limits and improvements to determine applicability of BCDC jurisdiction, policies, and permit requirements.
2. Coordinate with BCDC staff to confirm permitting pathways, submittal requirements, and review timelines for the project.
3. Prepare and submit a BCDC permit application or consistency determination, as applicable, including required plans, exhibits, and supporting documentation.
4. Coordinate with the Client and project stakeholders to incorporate BCDC comments into the project design and supporting materials.
5. Respond to BCDC review comments and requests for additional information through permit approval.

6. Attend meetings or conference calls with BCDC staff, as required, to support permit processing and agency coordination.

This task assumes one (1) BCDC permit application and a standard review process. Additional services related to permit appeals, environmental documentation, mitigation design, or extended agency review beyond initial approval and the total hours included in Task 9 are not included and may be provided as supplemental services if requested.

Kimley-Horn will also provide coordination and permitting support related to the San Francisco for the proposed bike trail project. Our scope assumes that we will support City staff in gaining a permit from BCDC by performing one or more of the tasks below:

Site Visits and Construction Observation. Consultant will make visits, as requested, to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Construction Meetings. Consultant will attend construction meetings on site as requested.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate [or insert limit on number] Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction

or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Record Drawings. As an additional service if required, Consultant will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built, but will be based on information made available.

## **Exclusions**

1. Geotechnical analysis (pavement, shoring, etc.)
2. Structural analysis and design (retaining walls, etc.)

3. Widening into the Bay
4. Traffic signal design
5. Environmental clearances
6. Landscape, irrigation, and bioretention design
7. Efforts on Task 9 beyond sixty (60) hours

## **Fee Estimate**

Kimley-Horn and Associates will perform the service described in the Scope of Services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current fees. The Client agrees to compensate Kimley-Horn for such services as follows:

Task Number and Name		Fee	Type
1	Project Management	\$18,840	Not to exceed
2	Data Collection / Utility Coordination	\$19,480	Not to exceed
3	Public Outreach	\$25,460	Not to exceed
4	Conceptual Alternatives (2)	\$14,620	Not to exceed
5	Preliminary Design (35% Plans and Estimate)	\$18,110	Not to exceed
6	Intermediate Design (65% PS&E)	\$59,955	Not to exceed
7	95% PS&E	\$30,000	Not to exceed
8	100% PS&E	\$12,150	Not to exceed
9	BCDE Permit Support and DSDC	\$15,770	Not to exceed
<b>Total Kimley-Horn Labor Fee</b>		<b>\$214,385</b>	
	Direct Expenses	\$2,000	Not to exceed
	Subconsultant (Guida, Survey Services)	\$14,575	Not to exceed
<b>TOTAL FEE</b>		<b>\$230,960</b>	

In addition to the labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client. Fees and expenses will be invoiced monthly based on the percentage of services performed as of the invoice date. Payment will be due within 30 days of the date of the invoice.

### Project Schedule

Upon notice to proceed, we will work with the City on a mutually agreed upon schedule.