



**AGENDA  
REGULAR MEETING  
CITY COUNCIL OF THE TOWN OF COLMA  
Wednesday, July 10, 2024  
Closed Session – 6:00 PM  
Regular Session – 7:00 PM**

The City Council meeting will be held in person in the City Council Chambers. The Town will only accept public comments from the public attending in person and will not accept public comments via Zoom.

*As a courtesy and technology permitting, the meeting can also be viewed/heard via Zoom Video Conference, but no public comment will be allowed or accepted by the Town via Zoom. The Town cannot guarantee that the public's access to Zoom will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as the public may still attend the meeting in person, the meeting will continue, even if the public is unable to view/hear or otherwise access the meeting via Zoom.*

**To attend the meeting in person:**

Town Hall, Council Chamber, 1198 El Camino Real, Colma CA 94014

**To view/hear the meeting via Zoom Video Conference:**

*Join Zoom Meeting:*

<https://us02web.zoom.us/j/85610028212>

**Meeting ID: 856 1002 8212**

*Dial by your location:*

+1 669 444 9171  
+1 669 900 6833 US (San Jose)  
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+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)

**To provide Public Comment:**

Members of the public wishing to provide public comment are required to attend the meeting in person and are requested to complete a yellow speaker card and submit it to the City Clerk. Comments should be kept to three minutes or less. If there appears to be a large number of speakers, time may be reduced to no less than one minute each, at the discretion of the Mayor.

The City Council Meeting Agenda Packet and supporting documents are available for review on the Town's website [www.colma.ca.gov](http://www.colma.ca.gov) or at Colma Town Hall, 1198 El Camino Real, Colma, CA. Persons interested in obtaining an agenda via e-mail should call 650-997-8300 or email a request to [citymanager@colma.ca.gov](mailto:citymanager@colma.ca.gov).

Reasonable Accommodation

Upon request, this publication will be made available in appropriate alternative formats to persons with disabilities, as required by the Americans with Disabilities Act of 1990. Any person with a disability, who requires a modification or accommodation to view the agenda, should direct such a request to Juan Rumayor, ADA Coordinator, at 650-997-8300 or [jrumayor@colma.ca.gov](mailto:jrumayor@colma.ca.gov). Please allow two business days for your request to be processed.

## **CLOSED SESSION – 6:00 PM**

1. **In Closed Session Pursuant to Government Code Section 54957.6** – Conference with Labor Negotiators.

Agency Negotiator:	Austris Rungis, IEDA
Employee Organizations:	Colma Peace Officers Association and Colma Communications/Records Association
Unrepresented Employees:	All (Except City Manager)

## **PLEDGE OF ALLEGIANCE AND ROLL CALL**

## **ADOPTION OF AGENDA**

## **PUBLIC COMMENTS**

Comments on the Consent Calendar and Non-Agenda Items will be heard at this time.  
Comments on Agenda Items will be heard when the item is called.

## **CONSENT CALENDAR**

1. Motion to Approve the Minutes from the June 26, 2024 Special Meeting
2. Motion to Approve the Minutes from the June 26, 2024 Regular Meeting
3. El Camino Real Bicycle and Pedestrian Improvement Project

*Consider:* Motion to Adopt Resolution Approving and Authorizing the City Manager to Execute an Agreement with Mark Thomas in the Amount of \$2,103,053.71 for the El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED) Phase Pursuant to CEQA Guideline 15306

## **REPORTS**

Mayor/City Council  
City Manager

## **ADJOURNMENT**

**MINUTES  
SPECIAL MEETING**

City Council of the Town of Colma  
Colma Community Center  
1520 Hillside Boulevard  
Colma, CA 94014  
**Wednesday, June 26, 2024  
11:00 A.M.**

**CALL TO ORDER**

Mayor Goodwin called the meeting to order at approximately 11:00 a.m.

Council Present – Mayor John Irish Goodwin, Council Member Helen Fisicaro and Council Member Carrie Slaughter were present. Vice Mayor Ken Gonzalez and Council Member del Rosario were absent.

Staff Present – City Manager Dan Barros, Human Resources Analyst Juan Rumayor, Recreation Supervisor Angelika Abellana, Recreation Coordinator Daisy Esquivas, and City Clerk Michelle Estabillo.

**RAISING OF THE PRIDE FLAG**

Colma Police Officers raised the Pride Flag.

**REMARKS BY MEMBERS OF THE PUBLIC**

Mayor Goodwin opened the meeting to Public Comment. There was none.

**ADJOURNMENT**

Mayor Goodwin adjourned the meeting at approximately 11:20 a.m.

Respectfully submitted,

Michelle Estabillo, MMC  
City Clerk



**MINUTES  
REGULAR MEETING**

City Council of the Town of Colma  
Town Hall Council Chamber  
1198 El Camino Real, Colma CA  
Also viewable via Zoom.us  
**Wednesday, June 26, 2024**  
**Regular Session – 7:00 PM**

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

Mayor Goodwin called the meeting to order at 7:00 p.m.

Council Present – Mayor John Irish Goodwin, Vice Mayor Ken Gonzalez, and Council Members Carrie Slaughter, Helen Fiscaro, and Joanne F. del Rosario

Staff Present – City Manager Daniel Barros, City Attorney Christopher Diaz, Chief of Police John Munsey, Director of Planning and Public Works Brad Donohue, City Planner Farhad Mortazavi, Interim Administrative Services Director Stuart Schillinger, Recreation Services Manager Angelika Abellana, City Clerk Michelle Estabillo, and Administrative Technician Shelby Wright

Council recited the Pledge of Allegiance.

**ADOPTION OF THE AGENDA**

**Action:** A motion was made by Council Member del Rosario, seconded by Vice Mayor Gonzalez, to adopt the agenda. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	5	0			

**PRESENTATIONS**

- Mayor Goodwin recognized Charles Cannon.
- Mayor Goodwin proclaimed June 2024 as Pride Month.
- Mayor Goodwin proclaimed June 16-22, 2024 as Mosquito Control Awareness Week. Dr. Rachel Curtis-Robles from the San Mateo County Mosquito and Vector Control District accepted the proclamation and provided a few remarks.

## PUBLIC COMMENTS

There were no Public Comments.

## CONSENT CALENDAR

1. Motion to Approve the Minutes from the June 5, 2024 Special Meeting
2. Motion to Approve the Minutes from the June 12, 2024 Regular Meeting
3. Motion to Approve Report of Checks Paid for May
4. Annual Update on Military Equipment Pursuant to AB 481
  - a. Motion to Approve an "Annual Military Equipment Use Inventory Report," Pursuant to CEQA Guideline 15061(B)(3); and
  - b. Motion to Renew Ordinance No. 811 Pursuant to CEQA Guideline 15061(B)(3).
5. November 5, 2024 General Municipal Election
  - a. Motion to Adopt Resolution 2024-15 Calling and Giving Notice of the General Municipal Election to be Held on November 5, 2024, for the Election of Three City Council Members, Requesting the Board of Supervisors of San Mateo County to Consolidate Said Election With the Statewide General Election of Same Date Pursuant to Elections Code Section 10403 and Related Matters; and
  - b. Motion to Adopt Resolution 2024-16 Adopting Regulations for Candidates for Elective Office Pertaining to Candidates Statements Submitted to the Voters at an Election to be Held on Tuesday, November 5, 2024.
6. FY 2024-25 Appropriations (GANN) Limit  
Motion to Adopt Resolution 2024-17 Adopting the FY 2024-25 Appropriations (GANN) Limit Pursuant to CEQA Guideline 153783
7. Adoption of Salary Schedule  
Motion to Adopt Resolution 2024-18 Adopting the Salary Schedule as of June 26, 2024 Pursuant to CEQA Guideline 15378

**Action:** A motion was made by Vice Mayor Gonzalez, seconded by Council Member Slaughter, to approve the Consent Calendar. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fisicaro	✓				
Joanne F. del Rosario	✓				
	5	0			

**PUBLIC HEARING**

**8. FY 24-25 PROPOSED BUDGET**

- a. *Consider:* Motion to Adopt a Resolution Appropriating Funds for the Inclusion of the Trash Capture Project in the Annual Budget for Fiscal Year 2024-2025, Pursuant to CEQA Guideline 15378 (Mayor Goodwin recused)

Mayor Goodwin stated he is recusing from this agenda item due to a conflict of interest as his primary residence is located near the project and stated that Vice Mayor Gonzalez will preside over this agenda item. Mayor Goodwin left the dais at 7:29 p.m.

Vice Mayor Gonzalez opened Public Comment. There was no Public Comment received.

There were no Council questions and comments.

**Action:** A motion was made by Council Member Fiscaro, seconded by Council Member Slaughter, to adopt Resolution 2024-19 appropriating funds for the inclusion of the Trash Capture Project in the Annual Budget for Fiscal Year 2024-205 pursuant to CEQA Guideline 15378. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor				✓	
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	4	0			

Mayor Goodwin returned to the dais at 7:30 p.m.

- b. *Consider:* Motion to Adopt a Resolution Appropriating Funds and Adopting the Annual Budget for Fiscal Year 2024-2025, Pursuant to CEQA Guideline 15378.

City Manager Barros presented the proposed Annual Budget for Fiscal Year 2024-2025.

Mayor Goodwin opened Public Comment. There was no Public Comment received.

Council questions and comments followed.

City Manager Barros responded to Council questions.

**Action:** A motion was made by Council Member Slaughter, seconded by Council Member del Rosario, to adopt Resolution 2024-20 appropriating funds and adopting the Annual Budget for Fiscal Year 2024-2025 pursuant to CEQA Guidelines 15378. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	5	0			

9. **ENGINEER’S REPORT OF SANITARY SEWER SERVICE CHARGES FOR FY 2023-24**

Community Development Director Donohue presented this agenda item. Council questions and comments followed.

Community Development Director Donohue responded to Council questions.

Mayor Goodwin opened Public Comment. There was no Public Comment received.

City Attorney Diaz noted that the Council will be considering a revised resolution to reflect two protests that were received after the Council meeting agenda was published.

**Action:** A motion was made by Council Member Fiscaro, seconded by Vice Mayor Gonzalez, to adopt Resolution 2024-21 overruling protests to and adopting Engineer’s Report on Sewer Services Charges for Fiscal Year 2024-25, to direct the City Engineer to file a copy of the Engineer’s Report with the San Mateo County Tax Collector, and to authorize the County Tax Collector to place the charges on the Property Tax Roll pursuant to CEQA Guideline 15301 and 15378. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	5	0			



**NEW BUSINESS**

**10. SALES TAX BALLOT MEASURE**

- a. *Consider:* Motion to Adopt a Resolution Calling for the Placement of a General Tax Measure on the Ballot for the November 5, 2024 General Municipal Election for the Submission to the Qualified Voters of an Ordinance to Enact a General Transactions and Use Tax (Sales Tax) at the Rate of One Half Cent (1/2¢) Pursuant to CEQA Guideline 15378;
- b. *Consider:* Motion to Adopt a Resolution Requesting the Board of Supervisors of the County of San Mateo to Consolidate a General Municipal Election to be Held on November 5, 2024 with the Statewide General Election to be Held on that Date Pursuant to §10403 of the Elections Code Regarding a Town Measure Pursuant to CEQA Guideline 15378;
- c. *Consider:* Motion to Adopt a Resolution Providing for the Filing of Primary and Rebuttal Arguments and Setting Rules for the Filing of Written Arguments Regarding a Town Measure to be Submitted at the November 5, 2024 General Municipal Election Pursuant to CEQA Guideline 15378.

City Manager Barros presented this agenda item.

Council questions followed.

City Attorney Diaz responded to Council questions.

Mayor Goodwin opened Public Comment. There was no Public Comment received.

**Action:** A motion was made by Mayor Goodwin, seconded by Council Member del Rosario, to adopt Resolution 2024-22 calling for the placement of a General Tax Measure on the ballot for the November 5, 2024 General Municipal Election for the submission to the qualified voters of an Ordinance to enact a General Transactions and Use Tax (Sales Tax) at the rate of one half cent (1/2¢) pursuant to CEQA Guideline 15378. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	5	0			

**Action:** A motion was made by Council Member Slaughter, seconded by Council Member del Rosario, to adopt Resolution 2024-23 requesting the Board of Supervisors of the County of San Mateo to consolidate a General Municipal Election to be held on November 5, 2024 with the Statewide General Election to be held on that date pursuant to Section 10403 of the Elections Code regarding a Town Measure pursuant to CEQA Guideline 15378. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	5	0			

**Action:** A motion was made by Council Member Fiscaro, seconded by Council Member del Rosario, to adopt Resolution 2024-24 providing for the filing of Primary and Rebuttal Arguments and setting rules for the filing of Written Arguments regarding a Town Measure to be submitted at the November 5, 2024 General Municipal Election Pursuant to CEQA Guidelines 15378, and to designate Mayor Goodwin and Council Member del Rosario as authors of the Primary and Rebuttal Arguments. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	5	0			

## COUNCIL CALENDARING

The next Regular Meeting will be on Wednesday, July 10, 2024 at 7:00 p.m.

## REPORTS

City Manager Barros provided an update on the Raising Cane’s project at 280 Metro Center. He also announced that the Town’s 100<sup>th</sup> Anniversary Parade and Community Fair is on July 13 from 10:30-3:00 p.m. Lastly, City Manager Barros noted that the Town in collaboration with ALLICE Kumares & Kumpares is presenting a training on Intimate Partner Violence on July 11 at 3:30 p.m. at the Colma Community Center.

## **ADJOURNMENT**

Mayor Goodwin adjourned the meeting at 8:26 p.m. in memory of Don Smith and Willie Mays.

Respectfully submitted,

Michelle Estabillo, MMC  
City Clerk

DRAFT





# STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Public Works Director  
Abdulkader Hashem, Senior Project Manager

VIA: Daniel Barros, City Manager

MEETING DATE: July 10, 2024

SUBJECT: El Camino Real Bicycle and Pedestrian Improvement Project,  
Project Approval and Environmental Document (PA&ED)

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## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARK THOMAS IN THE AMOUNT OF \$2,103,053.71 FOR THE EL CAMINO REAL BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT, PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) PHASE PURSUANT TO CEQA GUIDELINE 15306

## EXECUTIVE SUMMARY

The proposed contract with Mark Thomas is for the preparation of El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED) for a portion of El Camino Real (ECR) that travels through the Town of Colma and South San Francisco. The project limits start from Albert M Teglia to Arlington Drive within the Town of Colma ("Town"), and Arlington Drive to Hickey Boulevard within the City of South San Francisco ("City").

The Town has designated a Project Approval and Environmental Document (PA&ED) on El Camino Real (State Route 82, "ECR") where the Measure W grant funding allocated by San Mateo County Transportation Authority (SMCTA) would be expensed. The ECR corridor and the need to improve and provide safe paths of travel for pedestrians and bicyclists that use the ECR route for work, shopping and recreation. The project aims to provide a safe and friendly way to allow pedestrians and bicyclists to traverse across ECR through controlled intersections. The project design will also incorporate sustainable landscape features with an emphasis on stormwater treatment. safe harbor bus stops. The project is designed to be a gateway to our business, cemeteries and residential communities. The Project Study Report-Project Development Support (PSR-PDS) is currently underway and anticipated to be completed by September 2024. The upcoming PA&ED phase will include stakeholder and community engagement, field surveying and mapping, traffic forecast and operational analysis, preliminary engineering, and related environmental studies. All these studies are required when working within the State's Right of Way.

## FISCAL IMPACT

The San Mateo County Transportation Authority (SMCTA) awarded the Town of Colma \$2,295,000 from the Measure W Highway Program Category (Measure W Funds) for the Project Approval and Environmental Document (PA&ED) phase of the El Camino Real Bicycle and Pedestrian Improvement Project. The Town and City will contribute \$255,000 in local matching funds (\$199,000 by the Town, and \$56,000 by the City) for a total project budget of \$2,550,000. The local match allocation for each Town and City is based on the proportion of the ECR segment within the jurisdiction.

The negotiated proposal to start and complete the PA&ED is agreed to by Mark Thomas for \$2,103,053.71, in addition to \$84,442.41 optional task for the Initial Study/ Mitigated Negative Declaration (IS/MND), if needed for project approval, which will be reimbursed by the SMCTA grant. The Town and the City will be required to provide a local match to this contract in the amount of \$255,000 (10% of the total project budget). This amount of local match will be covered by the proposed CIP Allocation for FY 2024-25 that will be utilized by Town/City staff to manage the project.

The Town's proposed funding plan for the El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED) is as follows:

• Colma CIP Allocation for (Local Match)	\$ 199,000.00
• SSF CIP Allocation (Local Match)	\$ 56,000.00
• Measure W Grant Funding by SMCTA/ Mark Thomas PA&ED Proposal Cost	\$ 2,103,053.71
• Optional IS/MND Task, if required	\$ 84,442.41
• Contingency	<u>\$ 107,503.88</u>
<b>Project Total Budget</b>	<b>\$ 2,550,000.00</b>

## ENVIRONMENTAL

The City Council's action in adopting the resolution is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15306 as information collection. The resolution will authorize information gathering for bike and pedestrian improvements along El Camino Real that will lead to the preparation of an Initial Study/ Mitigated Negative Declaration (IS/MND) in compliance with CEQA if required. Adoption of the resolution will not commit the Town to a course of action nor will it approve any actual physical improvements along El Camino Real. Instead, any improvements will only be considered for potential approval after CEQA review has concluded and the results of that review are considered by the City Council prior to authorizing any discretionary action approving the project.

## BACKGROUND

El Camino Real (SR-82, "ECR") is a State-owned and operated highway. The highway is a North/South roadway that travels from one end of Town at the County of San Mateo/Daly City border within the Town of Colma to the Hicky Boulevard within the City of South San Francisco.

The San Mateo County Transportation Authority (SMCTA) sponsored a grant program using Measure W Highway Program Funds to fund local highway/roadway projects throughout the County. The Town applied for this competitive grant and was awarded \$2,295,000 to develop Project Approval and Environmental Document (PA&ED) along ECR.

The Town of Colma is the Project sponsor and implementing agency in partnership with the City of South San Francisco. The SMCTA is the funding agency and part of project management, and Caltrans is responsible for oversight. A Cooperative Agreement was executed with Caltrans for the PSR-PDS oversight. A new Cooperative Agreement will be executed with Caltrans for the PA&ED phase at no cost.

On May 20, 2024, the Town of Colma released a Request for Proposals (RFP) for the preparation of the El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED) phase. The RFP contained a very specific scope of work along with timely deliverables. The RFP was advertised on the Town's website, in addition to the Dodge Construction Network, a database source of information for new projects. Additionally, the Town sent solicitations to nine consultants available on the Town's and SMCTA's vendor list. Only one consultant, Mark Thomas, responded to the RFP on June 11, 2024. The consultant submitted a proposal that satisfied the RFP requirements and was interviewed by a panel consisting of Town Staff, SSF Staff, SMCTA, and Caltrans on June 21, 2024.

The Town followed Caltrans's Local Assistance Procedures Manual (LAPM) – Chapter 10 in the consultant selection process. The evaluation was based on the technical merit of proposals and cost proposals were kept confidential until the proposal had been reviewed. The Town negotiated the consultant's cost proposal on June 28th, 2024. They submitted a revised proposal on July 1st, 2024, reducing their original cost by approximately 6%, from \$2,236,719.79 to \$2,103,053.71, with no changes to the project scope.

## **ANALYSIS**

The Project segment of SR-82 is bounded by Albert M Teglia Blvd at the northerly end, and by Hickey Boulevard at the southerly end. The purpose of this Project is to improve multi-modal infrastructure, traffic operations, and safety along the Project segment of ECR.

The scope of this project is to prepare a Project Approval and Environmental Document (PA&ED), a subsequent study to the current Project Initiation Document (PID), including intersection controls and alternatives, costs, and impacts.

The PA&ED phase for the El Camino Real project will include stakeholder and community engagement, field surveying and mapping, traffic forecast and operational analysis, preliminary engineering, and related environmental studies.

The Consultant shall be responsible for undertaking the following tasks under the scope of services, summarized below:

- Task 1 – Project Management and Administration
- Task 2 – Stakeholder Engagement and Coordination
- Task 3 – Community Engagement
- Task 4 – Field Surveying and Mapping
- Task 5 – Traffic Forecast and Operational Analysis
- Task 6 – Preliminary Engineering

- Task 7 – Environmental Studies
- Task 8 – Environmental Document and Project Report

With all the components in the scope of work, the project is anticipated to take approximately fourteen (14) months to complete. It is anticipated to start in August 2024 and finish in September 2025, pending Caltrans and SMCTA final approvals.

Mark Thomas has shown proficiency with similar studies in complete streets and active transportation infrastructure. They are currently working with the Town of Colma on the PSR-PDS of the El Camino Real Bicycle and Pedestrian Improvement Project, and recently completed and/or are currently working on similar projects such as the Decoto Road Corridor Multimodal Improvements PSR-PDS in Fremont, Grand Boulevard Phases I, II, and III in the City of South San Francisco, Soquel Drive Multimodal Improvements in Santa Cruz County, and the Charleston-Arastradero Corridor Improvements in Palo Alto. Fehr & Peers, the subconsultant, brings relevant experience directly aligned with the El Camino Real and Grand Boulevard Initiative (GBI) goals. Their background includes involvement in previous project phases such as El Camino Real Bicycle and Pedestrian Improvement Plan (Master Plan) and PSR-PDS for the Town and City.

Caltrans will provide oversight throughout the PA&ED process and provide Quality Management Assessment (QMA). This includes a review of sub-products to develop the PA&ED, ongoing advice and consultation, and participation in the Project Development Team (PDT) meetings and other Project activities.

After reviewing Mark Thomas's proposal including project scope and budget, the staff is recommending to the City Council that Mark Thomas and their sub-consultants be hired to develop the PA&ED for the El Camino Real Bicycle and Pedestrian Improvement Project.

### **Council Adopted Values**

The PA&ED phase of El Camino Real Bicycle and Pedestrian Improvement Project is *visionary*, because it involves putting a feasible and fundable design alternative that will provide safe, attractive and sustainable paths of travel for those who walk, bike, or use public transportation to and from work along ECR.

### **Sustainability Impact**

Creating safe and attractive routes of travel for pedestrians, bicyclists and those who travel using public transit will attract more of the public to use these modes of transportation thus having a positive impact on lowering the Town's GHG's.

### **CONCLUSION**

Staff recommends that the City Council adopt the resolution approving and authorizing the City Manager to execute the contract with Mark Thomas for the preparation of the El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED).



## **ATTACHMENTS**

- A. Resolution
- B. Professional Services Agreement with Mark Thomas, attached scope of work, budget, and schedule



**RESOLUTION NO. 2024-\_\_\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A  
AN AGREEMENT WITH MARK THOMAS IN THE AMOUNT OF \$2,103,053.71 FOR THE  
EL CAMINO REAL BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT, PROJECT  
APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) PURSUANT TO CEQA  
GUIDELINE 15306**

The City Council of the Town of Colma does resolve as follows:

**1. Background**

- (a) On May 20, 2024, the Town of Colma released a Request for Proposals (RFP) for the preparation of the El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED) (the "Project").
- (b) On June 11, 2024, only one consultant, Mark Thomas, responded to the RFP. Mark Thomas was subsequently interviewed on June 21, 2024.
- (c) Town staff is now recommending to the City Council that Mark Thomas and their subconsultants be hired to develop the PA&ED for the El Camino Real Bicycle and Pedestrian Improvement Project.

**2. Approval and Authorization**

- (a) The agreement for the Project between the Town of Colma and Mark Thomas, a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.
- (b) The City Manager is hereby authorized to execute said agreement on behalf of the Town of Colma, with such minor technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

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### Certification of Adoption

I certify that the foregoing Resolution 2024-\_\_ was duly adopted at a regular meeting of said City Council held on July 10, 2024, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor					
Ken Gonzalez					
Carrie Slaughter					
Helen Fiscaro					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

Attest: \_\_\_\_\_  
Michelle Estabillo, City Clerk

**TOWN OF COLMA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 2024 by and between the Town of Colma, a public agency organized and operating under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 (“Town”), and Mark Thomas & Company, Inc., a California corporation with its principal place of business at 2833 Junction Avenue, Suite 110, San Jose, CA 95134 (hereinafter referred to as “Consultant”). Town and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. Town is a public agency of the State of California and is in need of professional services for the following project:

El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED) (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Town to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Town with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$2,103,053.71 [Two Million One Hundred Three Thousand Fifty-Three and 71/100 Dollars]. This amount is to cover all printing and related costs, and the Town will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the Town and executed by both Parties before performance of such services, or the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Town.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder by September 26, 2025, in accordance with the Activity Schedule set forth in Exhibit "C". The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither Town nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Town, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Town, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of Town. No employee or agent of Consultant shall become an employee of Town. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Town as herein provided.

11. Insurance. Consultant shall not commence work for the Town until it has provided evidence satisfactory to the Town it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Town, and provided that such deductibles shall not apply to the Town as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees additional insured status.

(iv) Subject to written approval by the Town, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Town as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in



a form and with insurance companies acceptable to the Town and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Town evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Town at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the Town at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Town or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Town, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(iii) The Town may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, nor any of their and their respective directors, officers, agents and employees shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

#### j. Supplemental Insurance Requirements

In addition, the Parties acknowledge that the consultant is being required to meet the insurance requirements set in the Funding Agreement dated November 17, 2022 between San Mateo County Transportation Authority and Town ("Funding Agreement"), which is incorporated herein by reference. To effectuate the same, the Parties agree to the following provisions of this subdivision (j). In the event of a conflict or inconsistency between the requirements of this provision and the other requirements of other provisions of this agreement, the stricter requirement shall control, and provided further that this Agreement shall not be construed in any manner which would be inconsistent with Town's obligations under the Funding Agreement.

The Consultant is hereby required to meet the insurance requirements set in the Funding Agreement, and the following requirements shall apply to Consultant and shall be construed to be no narrower than the requirements of the Funding Agreement:

Consultant shall furnish and maintain appropriate insurance covering the work being performed. The insurance requirements specified in this section will cover Consultant's own liability and any liability arising out of work or services of Consultant subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") working on the Project.

- i. **Minimum Types and Scope of Insurance.** Consultant is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout the performance of the Agreement between San Mateo County Transportation Authority and Town. All policies will be issued by insurers acceptable to the Town and between San Mateo County Transportation Authority (generally with a Best's Rating of A-10 or better). Consultant is also required to

assess the risks associated with work to be performed by agents and to require that agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its agent does not procure and maintain such insurance coverage, a Consultant is responsible for and assumes any and all costs and expenses that may be incurred in securing said coverage or in fulfilling the Consultant's indemnity obligations as to itself or any of its agents in the absence of coverage. Consultant may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the between San Mateo County Transportation Authority respecting any and all claims that may arise.

- A. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1,000,000. Insurance must include a Waiver of Subrogation in favor of the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees .
  
- B. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance in each contract and subcontract cannot be less than \$1,000,000. Commercial General Liability Insurance must be primary to any other insurance, name Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees as Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees.
  
- C. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance in each contract and subcontract cannot be less than \$1,000,000. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees.
  
- D. Property Insurance. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees.
  
- E. Professional Liability Insurance. Professional liability insurance that covers each Consultant's professional work on the Project. The limit for Professional Liability

Insurance in shall not be less than \$1,000,000.

- ii. Excess or Umbrella Coverage. Consultant may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees.
- iii. Deductibles and Retentions. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

In the event that any policy contains a deductible or self-insured retention, and in the event that the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees seeks coverage under such policy as an additional insured, Consultant shall ensure that the policy holder satisfies such deductible to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, even if neither the Entity nor Agents are named defendants in the lawsuit.

- iv. Claims Made Coverage. If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:
  - A. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
  - B. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.
  - C. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
  - D. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- v. Failure to Procure Adequate Insurance. Failure by Consultant to procure sufficient insurance under this Agreement does not excuse Consultant from meeting all obligations to indemnify, defend, and hold harmless generally or any of the remainder of this

## Agreement.

Prior to beginning work under this Agreement, Consultant must obtain, and produce upon request of the Town, satisfactory evidence of compliance with the insurance requirements of this section.

### 12. Indemnification.

a. For all matters except those that arise out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8) to the fullest extent permitted by law, Consultant shall defend (with counsel of Town's choosing), indemnify and hold the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement (each, a "Claim"), including but not limited to any of the following:

i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of the Funding Agreement between San Mateo County Transportation Authority and Town, or

ii. Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party,

including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective officials, officers, employees, agents, or volunteers. If any judgment is rendered, or settlement reached, against the any of the Indemnified Parties in any such action, Consultant Sponsor shall, at its expense, satisfy and discharge the same. With regard to any Claim alleging Consultant's negligent performance of professional services, Consultant's obligations regarding defense under this paragraph may be satisfied by the reimbursement of reasonable defense costs incurred to the extent of Consultant's actual indemnity obligations hereunder.

For the avoidance of doubt, the foregoing obligations shall survive termination or expiration of the Funding Agreement between San Mateo County Transportation Authority and Town.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the

Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), City of South San Francisco, and their respective directors, officers, agents and employees free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. [Reserved]

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17. Termination or Abandonment

a. Town has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event,

Town shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Town shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Town and Consultant of the portion of such task completed but not paid prior to said termination. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Town only in the event of substantial failure by Town to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Town.

19. Organization

Consultant shall assign Shawn O'Keefe as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Town.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TOWN:  
Town of Colma  
1198 El Camino Real  
Colma, CA 94014  
Attn: Daniel Barros, City Manager

CONSULTANT:  
Mark Thomas & Company, Inc.  
2833 Junction Avenue, Suite 110,  
San Jose, CA 95134  
Attn: Shawn O'Keefe, Principal, Project Manager

and shall be effective upon receipt thereof.

22. Third Party Rights



Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Town's Right to Employ Other Consultants

Town reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this

Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. [Reserved]

32. Funding Agreement.

The requirements set in the Funding Agreement dated April 29, 2024, between San Mateo County Transportation Authority and Town ("Funding Agreement"), which is incorporated herein by reference, are made applicable to this Agreement. In the event that any provision of this Agreement can be construed to conflict with the Funding Agreement or to be inconsistent with the obligations of the Town thereunder, then such provision shall be construed and shall operate in the manner required by the Funding Agreement. Compliance with the Funding Agreement is a condition of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF COLMA  
AND MARK THOMAS**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN OF COLMA

MARK THOMAS & COMPANY, INC.

By: \_\_\_\_\_  
Daniel Barros, City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Michelle Estabillo, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christopher Diaz, City Attorney



EXHIBIT A  
Scope of Services





## **TASK 1. PROJECT MANAGEMENT AND COORDINATION**

This task provides for management of the project initiation efforts, developing and maintaining the project schedule, and providing regular progress updates. Participation in meetings (Kickoff, bi-weekly coordination, PDT, stakeholder) is detailed in Task 2. Mark Thomas will lead technical efforts with support from the Town of Colma (Town), City of South San Francisco (City), the TA, and Caltrans. This contract is assumed to take up to 14 months.

### **TASK 1.1. WORK PLAN AND SCHEDULE**

Mark Thomas will develop a detailed baseline critical path schedule for each task, identifying responsibilities of all team members and other parties. The schedule will identify task dependencies.

### **TASK 1.2. SET-UP AND MAINTAIN PROJECT FILES**

Mark Thomas will set-up and maintain project files. The project files will include agreements, correspondence, AutoCAD and copies of draft and final technical work products. At project closeout, a copy of all project files will be supplied to the Town and the City as appropriate.

### **TASK 1.3. INVOICING**

Mark Thomas will prepare monthly invoices for submittal to the Town which will include a progress report, detailed budget breakdown and hours worked by the Mark Thomas team. The Town is the implementing agency and will be responsible for processing monthly payments to Mark Thomas, as well as for submitting the monthly invoices along with back-up details to the TA. As the implementing agency, the Town will be responsible for reviewing the monthly invoices and progress reports, including work accomplished during the reporting period detailing personnel and costs, work anticipated, issues, and schedule. The Town will review Mark Thomas-produced reports and serve as a day-to-day contact with the Mark Thomas team

### **TASK 1.4. QUALITY MANAGEMENT PLAN**

Mark Thomas will develop a Quality Management Plan (QMP), in collaboration with Town, City, TA, and Caltrans, to document quality control/quality assurance elements and document that deliverables are reviewed as such prior to submission to Caltrans. The Mark Thomas team members, both internal and subconsultants, shall adhere to the established processes included in the plan. The plan will describe the quality procedures that will be implemented during the development of the PA&ED documentation. The QMP describes the implementing agency's quality policy and how it will be used. The QMP will include the process for resolving disputes between the Parties at the team level. The QMP is subject to Caltrans review and approval. This task also includes performing duties associated with the QMP and Mark Thomas' Quality Management Process.

### **TASK 1.5. RISK MANAGEMENT PLAN**

Mark Thomas will prepare and maintain a PA&ED level Risk Management Plan (RMP) that will be developed in partnership with the Project Development Team (see Task 2.2). The RMP will summarize potential project risks and the impacts to the overall project cost and schedule. This information will be summarized in the Project Report (PR) and included as an attachment.

### **TASK 1.6. PROJECT SCHEDULE**

Mark Thomas will prepare, update, maintain and distribute a CPM schedule on a monthly basis. The project schedule will include key milestones for the PA&ED process, and high-level tasks for right of way acquisition and utility relocation process during PS&E. Mark Thomas will distribute an updated electronic progress schedule monthly. Mark Thomas will notify the Town of impacts that may affect schedule milestones in a timely manner. The initial project schedule will be prepared for and approved by the Town and the City at the outset of the project as a part of Task 1.1.

## **DELIVERABLES:**

- » Baseline Critical Path Method (CPM) Schedule
- » Monthly CPM Schedule Updates (up to 13)
- » Draft and Final Quality Management Plan
- » Draft and Final Risk Management Plan
- » Monthly Progress Reports and Invoices (up to 14)
- » All deliverables will be submitted in PDF format unless otherwise noted

## **TASK 2. STAKEHOLDER ENGAGEMENT AND COORDINATION**

This task entails ongoing communication and coordination with other agency partners to provide a robust alternatives analysis, while building political will. The Project Development Team (PDT) will meet monthly. Separate from the PDT, smaller group coordination meetings (with the Town, City and TA) will take place for additional discussion for the duration of the project. Additional meeting details are described below:

### **TASK 2.1. KICK-OFF MEETING**

The purpose of this meeting is to develop a shared view of the Project and the scope of the PA&ED. As part of the meeting preparation process, Mark Thomas will advise the Town and City on the specifics of the project and on the identification of the framework for establishing the PA&ED items that will be studied to meet the project purpose and need. The Town, City, TA, Caltrans, and Mark Thomas will engage in a pre-PID meeting to:

- » Prepare and finalize the project work scope
- » Establish procedures, roles, and responsibilities
- » Communicate a shared vision of the project
- » Set the framework and decision-making structure for gaining consensus
- » Identify known deficiencies
- » Identify members of the Project Development Team (PDT)
- » PDT Meetings scheduling and coordination

### **TASK 2.2. PROJECT DEVELOPMENT TEAM (PDT)**

The Town and City with Mark Thomas' assistance will be responsible for the formation of a PDT to guide and assist in the development of the Project. Anticipated members of the PDT include an assigned Town's and City's project manager and other representatives as applicable, Caltrans' project manager and representatives from appropriate functional units (including highway operations, planning, and design), and TA's project manager and other representatives as applicable. Additional representatives to be potentially identified from San Mateo County, Pacific Gas & Electric Company (PG&E), SamTrans (transit operations), US Fish and Wildlife, California State Water Resources Control Board, and others who will attend the PDT meetings as needed. The PDT is expected to meet monthly for the project period, and on an as-needed basis. Mark Thomas will prepare and facilitate PDT meetings. will prepare agendas, other meeting materials, meeting minutes, and action items. Mark Thomas will attend up to fourteen (14) PDT meetings.

### **TASK 2.3. PROJECT COORDINATION MEETINGS**

Mark Thomas will attend bi-weekly coordination meetings with the Town, City and other project team members including the TA as required. Mark Thomas will participate in thirty-six (36) bi-weekly and as needed video calls (assumed one hour) via MS Teams to provide regular work updates between each monthly PDT meeting and discuss of any issues that may arise. The bi-weekly project coordination meetings are intended to be informal check-ins and no agendas or meeting minutes will be prepared.



## **TASK 2.4. INDIVIDUAL AGENCY COORDINATION**

Given the existing power poles and culvert within the project area, early coordination with PG&E and other utility providers is critical to seek opportunities for project co-benefits like repairs and opportunities for green infrastructure. Similarly, ongoing coordination with the US Fish and Wildlife Service is crucial due to the potential for endangered species within the project area. The Town and Mark Thomas with the TA, City and Caltrans support will identify and engage key stakeholders one-on-one as needed. Mark Thomas will participate in up to four (4) Individual Agency Coordination meetings.

## **TASK 2.5. COORDINATION MEETINGS AND HEARINGS**

The Mark Thomas team in collaboration with Town, City and TA staff will present the project at key points to the Colma Town Council, City Council and the TA Board of Directors as needed. The Mark Thomas Team will participate in up to three (3) Council/Board meetings.

### **DELIVERABLES:**

- » Pre-PID/Kick-off meeting (incl. agenda and minutes)
- » Monthly PDT meetings (up to 14, incl. agendas and minutes)
- » Bi-Weekly Town/City coordination meetings (up to 36)
- » Individual agency coordination meetings (up to 4, incl. agendas and minutes)
- » City Council/Board meetings/hearings (up to 3)
- » All deliverables will be submitted in PDF format unless otherwise noted

## **TASK 3. ENGAGEMENT**

Community engagement is an important element of project success and meeting the community's needs. The Mark Thomas team will review and benefit from the strategies and outcomes of the community engagement process deployed during the development of the Town of Colma El Camino Real Bicycle and Pedestrian Improvement Plan and should continue to provide transparency and meaningful dialogue with community stakeholders throughout the Project. The Mark Thomas team will work closely with the Town, City, TA, and Caltrans to devise an approach that advances equity objectives in community engagement.

The Mark Thomas team will work closely with the Town, City, and TA to identify a list of key stakeholders, possibly including Caltrans, first responders, business owners, and residents, and develop partnerships and synergies between stakeholders. Team lead Kearns & West (K&W) will prepare a detailed program for a variety of outreach methods to optimize public participation, including, but not limited to, flyers; collateral material; website; and online survey.

### **TASK 3.1. PREPARE COMMUNITY-FACING MATERIALS**

The Mark Thomas team will develop a brief engagement plan that builds off the successful engagement in the previous project phases. The plan will describe engagement goals, audiences, tactics for equitable and inclusive engagement, constraints and opportunities for public and stakeholder input, and a schedule integrating engagement efforts with technical project needs.

The Mark Thomas team will prepare community-facing materials about the environmental process in jargon-free language, including what the phase will "do or not do," how past planning projects are connected, and opportunities for input. Materials could include a recorded presentation, factsheets, and webpage content. Updates to materials shall be prepared by the Mark Thomas team as needed to appropriately reflect ongoing Project tasks and community outreach initiatives. The Town, City and possibly the TA will host the webpage and distribute information to key partners. The website including published material will meet ADA compliance needs, and published material for community meetings will be translated into Spanish.

## **TASK 3.2. COMMUNITY MEETINGS**

The Mark Thomas team in partnership with the Town and City will host community meetings (in-person, virtual or a hybrid depending on health conditions) at key points of the Project and solicit input where feasible and appropriate. These could include: introduction to the Project and its scope, data analysis and findings, and alternatives development. Up to two (2) community meetings are assumed. The Mark Thomas team will develop a meeting plan and workback schedule in collaboration with Town and City to confirm goals, agenda, materials needed, logistical tasks, and staffing, facilitate and provide staffing support at the meetings, prepare meeting summaries for each meeting and translate meeting materials and providing Spanish interpretation support as needed.

### **DELIVERABLES:**

- » Draft and Final Community Engagement Plan
- » Community-facing web content, hosted by the Town, that is ADA compliant (incl. up to 2 updates)
- » Draft and Final factsheet in English and Spanish (incl. up to 2 updates)
- » Community meeting presentation, facilitation, and meeting summary (up to 2)
- » Display boards in English and Spanish (up to 4)
- » Published material for the community meetings made available in Spanish
- » Community meetings will have a Spanish language translator, if needed
- » All deliverables will be submitted in PDF format unless otherwise noted

## **TASK 4. FILED SURVEYING AND MAPPING**

### **TASK 4.1. TOPOGRAPHICAL AND BOUNDARY MAPPING**

Mark Thomas will perform a field survey to establish control to facilitate topographic surveys of the site. Inter-visible local project horizontal control (NAD83) and vertical control (NAVD88) will be established within each segment based on existing monument networks and benchmarks. Control point coordinates, basis of bearings and coordinates, and benchmark notes will be provided to show on final plans.

Mark Thomas field crews will also set flight panels to control the aerial mapping efforts. Once aerial targets are set the Aerial Consultant will fly the project to capture the aerial imagery. Mark Thomas will process the data from the field survey and provide coordinate values to the Aerial Consultant to perform aerial triangulation. Once aerial triangulation is complete aerial mapping and ortho photo rectification will be performed and will serve as the base map sufficient to facilitate design efforts of the El Camino Real Corridor. This boundary survey scope is limited to five (5) days of fieldwork for a three person crew.

Mark Thomas will process the mapping through the Caltrans ABC process. As part of the Caltrans A-B-C process, Mark Thomas will submit an "A" letter to Caltrans for approval. Based upon the approval from Caltrans we will utilize the requested datum, however it is anticipated that the Horizontal datum will be CCS 83, Epoch 2017.50 (California Coordinate System, North America Datum, 1983) and vertical datum to be NAVD 88 (North American Vertical Datum of 1988). Mark Thomas will perform field surveys for photo controls for mapping. Some photo control will fall within Caltrans right of way and it is assumed access to Caltrans right of way, traffic control and encroachment permits will be needed for some portion of the field survey efforts. Two (2) days of traffic control are assumed for this effort. The proposed photo control layout will be submitted to Caltrans as part of the A-B-C mapping submittal and secure approval prior to actual commencement of field work. Once the GPS survey to establish horizontal and vertical controls has been performed, Mark Thomas will submit a GPS report to Caltrans as part of A-B-C mapping process and secure approval from Caltrans for Submittal B.

Mark Thomas will perform a field survey to locate the necessary monumentation to establish the Right of Way lines of El Camino Real from C Street to Hickey Boulevard. Our research indicates that Parcel maps (PM), Records of Survey (RS) & Tract maps (TM) shown in publicly available from the San Mateo County Surveyors office will be sufficient to complete this survey. It is our understanding that no other monument ties to other maps will be necessary to complete this project other than those publicly available. Should a material discrepancy be found or evidence of a dispute with adjoining be discovered, Mark Thomas will stop work under the current scope and discuss options with the Town and/or City to move forward. Once the locations of the property lines are established based on the field evidence collected, Mark Thomas will

plot this boundary in a CAD file that will serve as the basis for design. Only easements shown on the publicly available record mapping will be shown. It is assumed that boundary evidence necessary to define the boundary will be readily available. This boundary survey scope is limited to seven (7) days of fieldwork for a two person crew.

## **TASK 4.2. EXISTING UTILITY MAPPING**

Mark Thomas will prepare and submit "A" Letters, collect and review readily available utility related existing as-built information from the Town, City, Caltrans, adjacent local agencies, utility companies, and other agencies and organizations and prepare an existing Utilities Base Map. We will obtain and review readily available reports or documents applicable to the area, layout line alignment, and ROW information. Detailed right of way or alignment retracement, utility locating, and potholing are not included in this scope.

## **TASK 4.3. ENCROACHMENT PERMITS**

Mark Thomas will prepare and obtain a Caltrans Encroachment Permit for preliminary engineering and survey work associated with the PA&ED Phase. This task also includes encroachment permits from the Town and City should they be necessary for field investigations.

### **DELIVERABLES:**

- » Aerial Base Mapping w/color orthorectified photo
- » Right of Way Base Map
- » Caltrans Encroachment Permit for Preliminary Engineering
- » Existing Utility Base Mapping
- » All deliverables will be submitted in PDF format unless otherwise noted

## **TASK 5. TRAFFIC FORECAST AND OPERATIONAL ANALYSIS**

### **TASK 5.1. TRAFFIC ANALYSIS SCOPE OF WORK/TRAFFIC STUDY LIMITS ALONG ECR**

The Mark Thomas team member Fehr & Peers will lead the development of all traffic items in Task 5. This scope and task assumes the Traffic Operations Analysis Report (TOAR) will include two Project Build Alternatives, in addition to a No Build Alternative. The TOAR will evaluate the following study intersections to best understand the effects of the Project:

- |   |  |
|---|--|
| 1. El Camino Real/B Street                        | 10. El Camino Real/Olivet Parkway        |
| 2. El Camino Real/ C Street                       | 11. El Camino Real/Serramonte Boulevard  |
| 3. El Camino Real/Albert M. Teglia Boulevard      | 12. El Camino Real/Kohl's Driveway       |
| 4. El Camino Real/F Street (North)                | 13. El Camino Real/Collins Avenue        |
| 5. El Camino Real/F Street (South)                | 14. El Camino Real/Cypress Lawn Driveway |
| 6. El Camino Real/Woodlawn Memorial Park Driveway | 15. El Camino Real/Cypress Avenue        |
| 7. El Camino Real/Flowerland Floral Shop Driveway | 16. El Camino Real/Mission Road          |
| 8. El Camino Real/Colma Boulevard                 | 17. El Camino Real/Arlington Drive       |
| 9. El Camino Real/Villa Avenue                    | 18. El Camino Real/Hickey Boulevard      |

These Study Intersections will be evaluated for one weekday AM peak hour, one weekday PM peak hour, and one weekend midday peak hour.

Taking into consideration the major milestones of the Project (i.e., Project Approval & Environmental Document, Design, and Construction) a reasonable opening year for this Project is 2027. The traffic analysis will evaluate the following analysis years:

- » Existing Conditions 2024
- » Opening Year 2027, and
- » Design Year 2047 (20 years after opening year)

## **TASK 5.2. TRAFFIC ANALYSIS APPROACH AND METHODOLOGY**

In consultation with the Town, City and Caltrans, Fehr & Peers will prepare a stand-alone draft memorandum documenting the analysis assumptions and proposed approach to the traffic operational analysis including the travel demand forecasting approach. This will include confirming the specific scope of the analysis, and the tools or models to be used. We will prepare the Draft Memorandum for review by the Town, the San Mateo County Transportation Authority (TA), and Mark Thomas. Based on one round of consolidated comments, we will submit the Revised Draft to Caltrans. We will then respond to one round of written comments from Caltrans and prepare the Final Memorandum. We assumed one virtual meeting with PDT to discuss Caltrans comments prior to the Final Memorandum. The fee assumes that the assumptions presented above will be approved by Caltrans.

With respect to the overall analysis methodology, the specific analysis processes, and procedures to be addressed in this subtask include:

- A. Confirm Spring 2024 data for use in the Existing Conditions model
- B. Confirm Opening Year and Design Year
- C. Confirm Alternatives to be studied
- D. Confirm analysis network and boundaries for operational analysis modeling
- E. Confirm forecast modeling tool (C/CAG regional travel demand model)
- F. Confirm analysis methodology/tools for microsimulation (SimTraffic)
- G. Confirm operational model calibration/validation requirements
- H. Define and review Measures of Effectiveness (MOEs)

## **TASK 5.3. EXISTING CONDITIONS**

Fehr & Peers will gather travel time/speed information to identify bottleneck locations and (along with field observations) the extent of queues in the Study Area and for the traffic analysis model calibration and validation. INRIX is a company that provides a traffic flow archive with the capability to access speeds reported at the segment level for specific days and times of the day. INRIX data is gathered from a variety of sources, including in-vehicle GPS systems, mobile smartphones, and roadway sensors. INRIX provides a much larger data set than could be collected by performing travel-time survey utilizing the floating-car method and is therefore more reliable.

The intersection turning movement counts at the Study Intersections (vehicles, heavy vehicles, bicycles, and pedestrians) were collected in Spring 2024 during two midweek peak periods (7 – 9 AM, and 4 – 6 PM) and one weekend peak period (12 – 2 PM). In Spring 2024, we also performed site visits to review existing roadway characteristics (e.g., intersection control, lane configurations, traffic signal timings) and observe traffic operations (e.g., queue lengths) at the Study Intersections. Bus demand volumes in terms of the number of buses traveling through the Study Intersections were also collected. All these data will be summarized in Task 5.4 and used to assist in the analysis of Existing Conditions.

Additionally, Fehr & Peers will obtain the following data from Caltrans:

- » The latest signal timing information for signalized Study Intersections on the state highway system
- » Traffic Accident Surveillance and Analysis System (TASAS) crash history

No new data will be collected.

Fehr & Peers will complete an Existing Conditions Report that will ultimately be incorporated into the TOAR for the Project.

Traffic operations analysis models will be developed for the Study Intersections for the weekday AM and PM peak hours, and weekend midday peak hour, using a microsimulation software package, Synchro/SimTraffic 11. Bicycles and pedestrians will be input along the local street system to measure the effects of protected bicycle and pedestrian crossings. The SimTraffic models will be validated and calibrated to Existing Conditions using the criteria suggested in Traffic Analysis Toolbox Volume III: Guidelines for Applying Traffic Microsimulation Modeling Software (FHWA – July 2004) and additional validation criteria developed by Fehr & Peers. These guidelines are consistent with state-of-the-practice for microsimulation modeling. Measures of Effectiveness (MOEs) to be output include Level of Service (LOS), total delay, denied delay and average delays for each movement at signalized and unsignalized intersections, as well as 95th percentile queue lengths and arterial travel times. LOS outputs will be provided based on Highway Capacity Manual, 6th Edition methodologies.

A draft version of the Existing Conditions report will be submitted to Caltrans for review and comment. A final version of the report will be prepared after addressing Caltrans' comments; this report will be submitted for final approval.

#### **TASK 5.4. HIGHWAY SAFETY MANUAL ANALYSIS**

The safety analysis is organized into two activities described below. The first activity is safety analysis to inform the selection of the preferred alternative. The second activity is safety analysis to evaluate and support documentation related to the design exceptions that are part of the preferred alternative.

##### **Safety Analysis to Inform Selection of Preferred Alternative**

The following describes the safety analysis that will be used to inform the selection of the preferred alternative. Fehr & Peers will:

- » Request from Caltrans and summarize the five most recent years of TASAS crash data. In some instances it is appropriate to incorporate this data into the Highway Safety Manual (HSM) Analysis outlined below.
- » Using HSM predictive methods, estimate the anticipated number of collisions for each Build Alternative and the No Build Alternative using Opening Year AADT and Design Year AADT.
- » Compare the anticipated safety performance of the Build and No Build Alternatives.

Where quantitative methods are not able to capture the characteristics or attributes of a Build or No Build Alternative, Fehr & Peers will supplement the HSM safety analysis with qualitative information.

Fehr & Peers will prepare and provide a Safety Analysis Methodology and Assumptions Memorandum before beginning analysis and results from the assessment will be summarized in a report. To complete the task described above, Fehr & Peers anticipates using the following tools as well as engineering judgment:

- » NCHRP Web-Only Document 318 Safety Prediction Models for Six-Lane and One-way Urban and Suburban Arterials as well as qualitative measurements that are not captured by the crash prediction model.
- » Crash prediction models from Part C of the HSM, 1st Edition.
- » Qualitative measurements from Clearinghouse Crash Modification Factors.

##### **Safety Analysis to Support Documentation for Design Exceptions**

After the preferred alternative is selected, Fehr & Peers will conduct safety analysis for each specific design exception identified by Mark Thomas. The safety analysis will use crash modification factors (CMFs) from reputable sources, such as FHWA's Crash Modification Factor Clearinghouse, to document the potential difference in safety performance between the proposed design feature and the standard feature. In circumstances where CMFs are not available, Fehr & Peers will provide qualitative assessment. The result of this analysis will be a memorandum documenting the findings organized by non-standard design features.

#### **TASK 5.5. TRAFFIC FORECASTS**

Fehr & Peers will document in the Traffic Analysis and Methodology Memorandum (Task 5.2) that Fehr & Peers intends to utilize the latest available C/CAG model as the forecasting tool (to be confirmed by Caltrans staff in Task 5.2).

Fehr & Peers will review the C/CAG model in the Project's area of influence, and assess the accuracy and reasonableness of the roadway network (including key regional and local roadways), land use inputs, and model output; it is presumed that a model land use interpolation effort and roadway network adjustments will need to be conducted to bring the base year (2015) for the model to existing conditions (circa 2024). We will refine the C/CAG model within the Study Area to improve its calibration and validation and develop a sub-area validation using the existing data collected for this Project to check the model's results within the study area. Fehr & Peers will perform model validation checks using Caltrans' established model validation guidelines. Fehr & Peers will review the results with Caltrans and if the revised model meets the specified validation targets, proceed with the future year forecasting. If the revised model still does not fully meet all of the targets, Fehr & Peers will review the progress made with Caltrans and request approval to proceed with forecasting. We will update the C/CAG model land use inputs to reflect Plan Bay Area 2050 land use forecasts. We will also include transportation infrastructure investments (in the study area only) from the Plan Bay Area 2050 project list, consistent with other Caltrans

analyses in the Bay Area. We will not include the all-lane tolling concept in the updated C/CAG 2050 horizon year, consistent with other studies recently approved by Caltrans.

Fehr & Peers will prepare the design year forecasts using the Caltrans-approved model. Fehr & Peers will calculate the growth in roadway demand volumes projected by the model between the base year and the design year and add that growth to the existing volumes to determine design year volumes for study periods. Fehr & Peers will first develop the design year forecasts for No-Build conditions; opening year forecasts will be developed by interpolating between the design year forecasts and Existing Conditions demand volumes. Fehr & Peers will also develop the traffic forecasts based on the Build alternative model run and manual adjustments to ensure the reasonableness of the volume forecasts and traffic shifts resulting from the Build alternative.

Fehr & Peers will prepare the Draft Base Year Validation and Travel Demand Forecasting Report, documenting input assumptions from the forecasting model, and addressing issues noted during the model validation. We will submit the resulting Draft Traffic Forecasts and Technical Memorandum to the Town and TA for one round of review and consolidated comments. Fehr & Peers will respond to written comments and prepare the Revised Draft for Caltrans review. We will respond to one round of written comments from Caltrans and then prepare a Final Report for Caltrans' review and approval before proceeding to the future year operations analysis.

### **TASK 5.6. VEHICLE MILES TRAVELED (VMT) ANALYSIS**

The Caltrans Transportation Analysis under CEQA (TAC, September 2020) and Caltrans Transportation Analysis Framework (TAF, September 2020) were developed in response to Senate Bill (SB) 743 that changes the focus of transportation impact analysis in CEQA from level of service (LOS) to vehicle miles of travel (VMT). During PSR-PDS phase, Caltrans reviewed and approved that the Project is exempt from VMT evaluation since it is a multimodal Project that is not proposing to increase capacity. No deliverables for this task.

### **TASK 5.7. FUTURE TRAFFIC OPERATIONS ANALYSIS**

The Existing Conditions traffic models will be updated with the future year traffic forecasts to develop Opening Year and Design Year operations analysis models for the No Project and With Project. The same MOEs presented under Existing Conditions will be presented for the Opening Year and Design Year.

A qualitative assessment of pedestrian, bicycle, and transit facilities should be performed to determine if the proposed build alternatives hinder or eliminate existing or proposed bikeways, result in unsafe conditions for bicyclists or pedestrians, or cause a substantial delay in transit service.

It is assumed that the intersection control options for the Mission Road/El Camino Real and Collins Road/El Camino Real have been evaluated and approved by Caltrans during the Project Study Report – Project Development Support process.

### **TASK 5.8. TRAFFIC OPERATIONS ANALYSIS REPORT (TOAR)**

Fehr & Peers will prepare documentation of the existing conditions analysis, traffic forecasts, and operations analysis for the No Project and With Project into a consolidated Administrative Draft TOAR for review and comment by Mark Thomas, the Town, and TA. We will respond to two rounds of written comments and prepare a Draft TOAR for submittal to Caltrans for review and comment. We will respond to one round of written comments and prepare a Final TOAR.

### **TASK 5.9. TRAFFIC DATA SUPPORT FOR ENVIRONMENTAL DOCUMENT AND AIR QUALITY ANALYSIS**

It is assumed that all the traffic operational analysis will have been completed prior to this task and culminate in the preparation of the TOAR, but re-packaging or refinement of the materials will be necessary for the purposes of the Environmental Document (ED). Fehr & Peers will repackage the Traffic Operations Analysis Report (TOAR) into a format suitable for inclusion in the ED. Fehr & Peers will assist in responding to comments received on the Draft ED related to traffic operations, coordinating with and providing traffic-related information to team members in support of the evaluation of other environmental elements such as noise and air quality, and preparing the revised traffic operations materials for inclusion in the Final Environmental Document.

## **DELIVERABLES:**

- » Draft and Final Traffic Analysis and Methodology Memorandum
- » Draft and Final Existing Conditions Report
- » Draft and Final Safety Methodology Memo to Inform Preferred Alternative Selection
- » Draft and Final Safety Analysis Findings Memo to Inform Preferred Alternative Selection
- » Draft and Final Safety Methodology Memo to Inform Design Exception Documentation
- » Draft and Final Safety Analysis Findings Memo to Inform Design Exception Documentation
- » Draft and Final Base Year Validation and Travel Demand Forecasting Report
- » Draft and Final Traffic Operations Analysis Report (TOAR)
- » Draft and Final Traffic Operations Materials for inclusion in the Environmental Document
- » All deliverables will be submitted in PDF format unless otherwise noted

## **TASK 6. PRELIMINARY ENGINEERING**

### **TASK 6.1. GEOMETRIC ENGINEERING DRAWINGS**

Based on the results of traffic forecast and demand projections, Mark Thomas will prepare conceptual alternative geometric layouts for corridor improvements building upon the designs completed with the PSR-PDS. It is assumed that a total of up to two (2) alternatives will be evaluated. Options for the configurations may include alternatives to reduce environmental impacts, utility relocation or right of way impacts. A sufficient level of roadway and structure detail will be developed so that design exceptions, right of way impacts, utility impacts, and environmental impacts can be clearly identified. A screening and ranking criterion may be developed to assist in the selection of one (1) preferred alternative to be carried forward into the environmental documentation, review, and approval process. Geometric Approval Drawings will be prepared in exhibit format and show typical cross-sections, layouts, profiles, existing drainage and utilities, pavement delineation and signing.

Advanced Planning Studies (APSS) will be prepared for the preferred alternative, and it is assumed up to three (2) structures will be included. In general, the APSS will depict structure length, width and type, span lengths, structure depth, bridge rail type, column locations, foundation types, falsework requirements (if any), vertical clearance, horizontal clearances, aesthetic requirements (if any), roadway widths, location and slopes of cuts or fills, slope paving, approximate existing ground line, north arrow, roadway stationing, retaining walls and approach slabs. A total of two (2) submittals to Caltrans are assumed.

### **TASK 6.2. PRELIMINARY GEOTECHNICAL DESIGN REPORT**

As a part of the Mark Thomas team, Crawford will prepare a Preliminary Geotechnical Design Report (PGDR) to provide preliminary geotechnical design recommendations for the project based on an initial evaluation of geologic hazards; review of previous Geotechnical Reports (if available), geologic maps, soil surveys, aerial photos; review of the project plans/alternatives; analysis; and a site visit. The report will include a summary of the expected subgrade and groundwater conditions; expected excavatability and use of onsite materials as backfill; slope stability discussion; potential seismic hazards (liquefaction, surface fault rupture, seismic slope stability, lateral spreading); preliminary seismic and ground motion parameters; preliminary geotechnical recommendations for retaining and culvert structures; fill materials/disposal sites (if necessary); and recommendations for future fieldwork and studies. It is assumed that a Structural Preliminary Geotechnical Report (SPGR) is not required for the box culvert extension at Colma Creek. No fieldwork is planned during this phase of the project.

### **TASK 6.3. PRELIMINARY MATERIALS REPORT**

Crawford will complete a materials engineering evaluation, general following Caltrans guidelines. The PMR will include a project description; site description; existing pavement and other material conditions; summary of the previous geotechnical or materials studies/explorations, soils surveys, geologic maps used to develop the report; preliminary pavement section and rehabilitation options; preliminary corrosion considerations; and recommended field work and laboratory testing to be completed during future phases. No fieldwork is planned during this phase of the project.

## **TASK 6.4. UTILITY DESIGN, COORDINATION, AND CONFLICT ANALYSIS**

During the project alternative screening process, Mark Thomas will complete a review of the potential utility conflicts. This will consist of a review of the existing utility locations versus the proposed improvements. Once the preferred alternative is confirmed, the preliminary conflicts will be discussed with each utility provider, and proposed solutions/relocations will be discussed as needed.

A Preliminary Utility Conflict Exhibit will be prepared showing the proposed improvements and potential utility conflicts. This information will be used as the basis for the formal Utility Certification Process, which will take place during the PS&E phase of the project.

## **TASK 6.5. RIGHT OF WAY DATA SHEET**

A Preliminary Utility Conflict Exhibit will be prepared showing the proposed improvements and potential utility conflicts. This information will be used as the basis for the formal Utility Certification Process, which will take place during the PS&E phase of the project. Right of Way Data Sheet

Associated Right of Way Services, Inc. (AR/WS) will provide right of way consulting and cost estimating for the Project for PA&ED. The right of way estimate will include:

- » Research of subject properties including land use designations.
- » An analysis of the probable highest and best use of the properties.
- » Classification of properties into land use categories to establish land value ranges.
- » Analysis of right of way acquisitions and impacts to improvements.
- » Consideration of severance damages and benefits (assumes none).
- » Estimated relocation assistance costs (assumes none).
- » Estimated right of way support costs.

It is expected that the design engineer or others will provide any cost information for utility relocation, clearance/demolition, construction contract work, and hazardous materials mitigation. AR/WS will not make any contact with owner or lessees or internal inspections of the subject properties. The right of way cost estimate is not an appraisal and utilizes resources such as sales data and listings available in the market, field inspections and interviews with brokers and Assessor's information.

It is assumed there are up to 2 alternatives with up to 75 parcels. Approximately 40 parcels have partial fee acquisitions and/or permanent easements. The remaining parcels have only temporary construction easements. The right of way impacts will be the same for both alternatives and improvements impacted are assumed to be minor site improvements such as landscaping and fencing. Assumes no buildings are impacted. This also assumes no relocations and no remainder parcels will be damaged by the proposed acquisitions or project construction.

## **TASK 6.6. TRAFFIC MANAGEMENT PLAN (TMP) DATA SHEET**

Mark Thomas will prepare a Transportation Management Plan (TMP) Data Sheet for the preferred alternative. The TMP Data Sheet will identify potential traffic impacts, mitigation strategies, traffic control plan elements, construction durations, and traffic management costs associated the construction of the project. TMP Data Sheet will utilize the TMP Data Sheet template for Consultant TMP Projects.

## **TASK 6.7. STORM WATER DATA REPORT**

Based on the proposed project features, it is assumed that a PA&ED phase SWDR long form will be prepared. The SWDR will focus on the storm water quality issues to construct the project and implementation of appropriate temporary and permanent Best Management Practices. A total of three (3) submittals to Caltrans are assumed.



## **TASK 6.8. WATER QUALITY REPORT**

As a part of the Mark Thomas team, Circlepoint will prepare a WQR, following the most recent version of Caltrans' WQR template. The WQR will describe current laws related to water quality, describe beneficial uses of affected waters, discuss water quality objectives for these waters, and describe the watershed and existing hydrologic conditions. The WQR will also evaluate the potential water quality impacts of the project and recommend possible best management practices to address potential water quality impacts.

## **TASK 6.9. PRELIMINARY DRAINAGE REPORT**

Mark Thomas will conduct a preliminary study of local drainage and overland flood flow conditions, obtain historic drainage information, and prepare a Preliminary Drainage Report to include existing conditions, unusual and special conditions, drainage mapping and preliminary hydraulic analysis and proposed modifications to existing drainage systems. A total of three (3) submittals to Caltrans are assumed.

## **TASK 6.10. DESIGN STANDARD DECISION DOCUMENT**

Mark Thomas will identify the proposed geometric features that do not meet the Caltrans design standards described in the latest Highway Design Manual (HDM). The Design Information Bulletin (DIB) 78 checklist will be completed and design features not meeting current HDM standards will be documented in the DSDD. A total of three (3) submittals to Caltrans are assumed. It is assumed since on-ramps will not be changed that no Ramp Metering Fact Sheet will be required.

## **TASK 6.11. PRELIMINARY COST ESTIMATE**

Mark Thomas will prepare an 11-page Caltrans Cost Estimate for the project and include it as an attachment to the PR. The cost estimate will consider total project costs, including items of work, right of way, structures, utilities, and construction cost escalation. This task also includes support cost estimates for future phases.

## **TASK 6.12. PRELIMINARY CONSTRUCTION SCHEDULE**

Mark Thomas will prepare a preliminary construction schedule for the project along with rough staging sketches for use in schedule development. The schedule will include detailed items of work so the Town and City can better understand durations, critical items of work and potential staging needs for the project.

## **TASK 6.13. GREEN INFRASTRUCTURE AND LANDSCAPE CONCEPT**

Mark Thomas will prepare a preliminary landscape concept plan and estimate for the preferred alternative which identifies overarching planting and green infrastructure (LID) design concepts based on the 2021 Bike and Pedestrian Improvement Plan. The Landscape Concept Plan will include a written narrative/description of proposed improvements and up to 4 sheets of preliminary plans at 40 scale (color-rendered, generated in CAD). This preliminary plan will depict new and existing street tree locations, LID/Green Infrastructure design concepts, and shrub/ground-cover areas. This plan will include an illustrative plant list and up to three (3) illustrative cross-sections and inspiration imagery illustrating the landscape design approach for stormwater treatment facilities to address San Mateo County's stormwater guidance. The preliminary plan will also include an inspiration image sheet and up to two (2) aesthetic, inert material treatment options at a typical location. These alternatives will be shown as a 20 scale plan blow-up with indication of material options to fit within the City's budget and maintenance expectations.

It is anticipated that the Landscape Concept Plan and accompanying estimate and exhibits, will be submitted as a draft, for review and comment by stakeholders. We will make minor adjustments to the plan and estimate based on comments to provide a final preliminary landscape concept plan.

## **TASK 6.14. LIFE CYCLE COST ANALYSIS**

Mark Thomas will prepare a Life Cycle Cost Analysis (LCCA) for the preferred alternative. The LCCA will identify the areas of the project which involve pavement, issues associated with the existing and proposed pavement, paving strategies and other potential issues associated with project pavement.

## DELIVERABLES:

- » Geometric Approval Drawings
- » Draft and Final APS's
- » Draft and Final PGDR
- » Draft and Final PMR
- » Draft and Final Preliminary Utility Conflict Exhibit
- » Draft and Final Right of Way Data Sheet
- » Draft and Final TMP Data Sheet
- » Draft and Final SWDR
- » Draft and Final WQR
- » Draft and Final Preliminary Drainage Report
- » Draft and Final DSDD
- » Draft and Final Preliminary Cost Estimate
- » Draft and Final Preliminary Construction Schedule
- » Draft and Final Green Infrastructure and Landscape Concept
- » Draft and Final LCCA

## TASK 7. ENVIRONMENTAL STUDIES

Mark Thomas team member Circlepoint will lead all environmental items under Task 7. Each of the reports listed below will be prepared using the latest Caltrans annotated outlines and templates. The scope for each report will be refined in coordination with Caltrans staff. The Circlepoint team will revise technical reports to address up to two (2) rounds of Caltrans comments. Based on the April 2024 PEAR, it is anticipated that these technical studies will be sufficient to evaluate whether any unusual circumstances exist that would preclude the use of a CE. If further technical analysis is required, a separate scope and fee will be prepared to cover additional work.

### TASK 7.1. AIR QUALITY AND MODELING

To address impacts associated with air pollutant emissions, Circlepoint subconsultant Rincon will consider both temporary construction and long-term operational emissions. The analysis will include the following tasks:

- » Summarize the existing air quality conditions in the air basin using data for nearby air monitoring stations available from the California Air Resources Board and the Bay Area Air Quality Management District (BAAQMD).
- » Summarize the federal, State, and local standards and regulatory review requirements pertinent to air quality. Calculate construction emissions of criteria pollutants using the California Emissions Estimator Model (CalEEMod).
- » Based on the PEAR for the project, VMT is expected to decrease with project implementation. Therefore, project operational air quality impacts will be addressed qualitatively.
- » Evaluate the significance of air quality impacts based on the established CEQA thresholds, presumably those defined by BAAQMD. In addition, to comply with NEPA requirements, Rincon will compare air quality emissions to the General Conformity De Minimis thresholds for the criteria pollutants for which the San Francisco Bay Area Air Basin is designated nonattainment.
- » Evaluate the potential for the project to cause odor impacts to off-site uses.
- » Evaluate the project's compliance with local air quality plans.
- » Provide mitigation measures for identified potentially significant air quality impacts.

The findings of the air quality analysis will be summarized in an Air Quality Technical Report that documents the methodology and results of air pollutant modeling. An appendix with technical modeling data will be included.

### TASK 7.2. BIOLOGICAL RESOURCES/ NATURAL ENVIRONMENT STUDY

Circlepoint will partner with Kleinfelder to prepare the following biological resources studies for this project.

- » Natural Environment Study: Prior to conducting field surveys, Kleinfelder biologists will conduct a desktop review for all state or federally listed sensitive plants and other species of special concern within the project area. Sources of background information for this desktop review will publicly available sources (e.g. CDFW California Natural Diversity Database [CNDDDB], California Native Plant Society [CNPS] Inventory of Rare and Endangered Plants (online edition), ). The assessment area for this background research includes the United States Geological Survey (USGS) 7.5 minute topographic quadrangle (quad) that includes the project area (San Francisco South, California), and the eight surrounding quads (Point Bonita, San Francisco north, Oakland West, San Francisco South OE W, Hunters Point, Montara Mountain and San Manteo). A summary table and geographic information system (GIS) map will be created

summarizing the results of this review and be included in the final report. In addition, biologists will review any biological assessments, vegetation management plans, hydrological reports recently prepared that are either publicly available or provided by Caltrans.

- » Biological Assessment: Based on Kleinfelder's understanding of the project area, it is anticipated that a biological assessment will not be required. However, if necessary, Kleinfelder will prepare a USFWS Biological Assessment for the specific federally listed species.
- » Wetland Delineation: Kleinfelder will conduct background and field studies to prepare draft and final Jurisdictional Delineation Reports using proposed project alignment. Prior to the field study, Kleinfelder staff will review background information, such as existing aerial photographs, topographic maps, the USFWS National Wetlands Inventory (NWI), and previous delineation reports from the area to identify potential aquatic resources in the project site. Kleinfelder will also review soils (e.g., Natural Resource Conservation Service [NRCS] Web Soil Survey [WSS]), stream data, and vegetation data to characterize conditions in the project site. Kleinfelder will produce a jurisdictional (wetland) delineation report including all current minimum USACE requirements for mapping Waters of the United States. Kleinfelder expects to use requirements as specified in the updated Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE 2016a), with maps meeting Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (USACE 2016b), to support verification by the USACE as part of the permitting process. Deliverables will include additional GIS files and excel spreadsheets as required by USACE.

### **TASK 7.3. CULTURAL/ PALEONTOLOGICAL/ HISTORICAL/ TRIBAL RESOURCES**

In support of the project, Rincon will prepare the following cultural resources documents in accordance with the Caltrans 106 PA and Caltrans Standard Environmental Reference (SER) guidelines. Based on available information, Rincon assumes a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) will be required. Rincon assumes the project will be limited to the El Camino Real right-of-way, and that no adjacent built environment resources will be subject to effects and will not require recordation or evaluation. Therefore, Rincon assumes a Historical Resources Evaluation Report (HRER) will not be necessary. If an HRER is later requested by Caltrans D4, Rincon can provide a separate cost and scope to cover related work not included in this scope.

- » **Area of Potential Effect Delineation:** As required by Section 106 (36 CFR 800.4(a)(1)), Rincon will prepare an Area of Potential Effect (APE) map to Caltrans D4 specifications that delineates the areas where potential effects to historic properties may occur. The APE map will include the proposed project footprint, encompassing the extent of the project and all project-related components including staging areas and the boundaries of any known cultural resources that intersect the project footprint. Rincon assumes that the APE will be limited to the El Camino Real right-of-way and that Circlepoint will provide GIS data in the form of SHP files to delineate the APE to Caltrans standards. The APE map will be submitted to Circlepoint and Caltrans D4 for review and approval with one round of comments and edits.
- » **Archival Research:** Rincon will request a records search through the California Historical Resources Information System (CHRIS) Northwest Information Center (NWIC), which will encompass the APE and a 1-mile radius surrounding the project area. The purpose of the records search is to identify previously recorded cultural resources and previous studies overlapping or in the vicinity of the APE. In addition, Rincon will examine the following databases of known cultural resources to identify historic properties with the potential to be affected by the project: National Register of Historic Places, California Register of Historical Resources, Built Environment Resources Directory, Archaeological Determinations of Eligibility, and California Historical Landmarks lists. Additional archival research will include a review of historic maps and aerial photographs, as well as geologic and soil maps to assess the potential of the APE to contain subsurface archaeological resources.
- » **Sacred Land File Search and Native American Consultation Support:** Caltrans SER-compliant technical environmental studies require coordination with local Native American individuals and groups who may have knowledge of, or concerns about, Native American resources in the area. On behalf of Caltrans D4, Rincon will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search. The SLF search will indicate whether cultural resources of interest to Native Americans are present within the vicinity of the APE. NAHC SLF requests are typically filled in four to six weeks. The NAHC will additionally provide a list of Native American contacts culturally affiliated with the vicinity of the APE. On behalf of Caltrans D4, Rincon will prepare and mail/email a letter to each of the NAHC-listed contacts on agency letterhead to inquire regarding their knowledge Native American cultural resources with the potential to be affected by the project. Rincon will allow two weeks for review, then follow-up with each contact by telephone and/or email as appropriate. As many as two telephone calls/emails will be made to each of the contacts to document "good-faith" efforts to follow-up. A table documenting these efforts will be created and attached to the report

in an appendix alongside an example email(s) and all replies. If any contact requests formal consultation, Rincon will forward those requests to Caltrans D4. Please note this task does not constitute formal consultation, which will be the responsibility of Caltrans D4 in the event that consultation is requested.

- » **Local Interest Party Consultation Support:** Pursuant to 36 CFR Section 800.4(a)(3), compliance with Section 106 of the NHPA will require consultation with individuals and organizations that may have knowledge of, or concerns with, historic properties in the area. In support of Caltrans D4's consultation effort, Rincon will identify a maximum of three local interested parties, and draft and mail/email a letter to each of the local interested parties on agency letterhead to inquire regarding their knowledge of cultural resources with the potential to be affected by the project. Rincon will allow two weeks for review, then follow-up with each contact by telephone and/or email as appropriate. As many as two telephone calls/emails will be made to each of the contacts to document "good-faith" efforts to follow-up. A table documenting these efforts will be created and attached to the HPSR in an appendix alongside an example email(s) and all replies. If any contact requests formal consultation, Rincon will forward those requests to Caltrans D4. Please note this task does not constitute formal consultation which will be the responsibility of Caltrans D4 in the event that consultation is requested.
- » **Archaeological Resources Survey:** Rincon will conduct an archaeological resources survey of the APE, which is anticipated to be primarily comprised of paved surfaces associated with the El Camino Real right-of-way. The purpose of the survey will be to characterize the APE's current condition, examine any unpaved visible ground surfaces within the APE, and to assess the presence of archaeological resources. The survey will be completed by one (1) staff member over the course of one (1) 8-hour day including travel and coordination time. Rincon assumes that no archaeological resources will be encountered that require recordation or updates. Any archaeological resources identified during the survey would require a change order for formal recordation. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.
- » **Archaeological Survey Report:** Upon completion of the above tasks, Rincon will prepare an Archaeological Survey Report (ASR). The ASR will present the APE map, and document the results of the CHRIS records search, SLF search, Native American coordination, local historical group consultation, and the archaeological survey. The report will also include relevant background context and archival research, and present a Section 106 finding. Rincon will provide a draft of the report to Circlepoint for review and approval. Rincon assumes one (1) round of comments from Circlepoint, one (1) round from the Town, and one (1) round from Caltrans D4 will be addressed, for a total of three rounds of revision, before finalizing the ASR. All deliverables will be provided in electronic format (PDF and/or Word).
- » **Historic Property Survey Report:** Upon completion of the above tasks, Rincon will prepare a short-format Caltrans HPSR. The short-format HPSR will be prepared according to Caltrans current guidance as specified in the SER. The HPSR is the overarching document that summarizes the results of the cultural resources investigation; it will include a project description, a description of the APE, details of consultation with Native American groups/individuals, a summary of identification efforts, information regarding any properties identified within the APE, a list of attached documentation, and the findings of the study. Rincon will provide a draft of the report to Circlepoint for review and approval. Rincon assumes one (1) round of comments from Circlepoint, one (1) round from the Town, and one (1) round from Caltrans D4 will be addressed, for a total of three rounds of revision, before finalizing the HPSR. All deliverables will be provided in electronic format (PDF and/or Word). A copy of the final report will be filed with the NWIC. Rincon assumes that Caltrans D4, as the lead federal agency responsible for Section 106 compliance, will complete consultation with the State Historic Preservation Officer (SHPO) and related documentation and that SHPO consultation assistance will not be provided by Rincon.
- » **Paleontological Resources Analysis:** Rincon will present a report that analyzes the project's potential to impact paleontological resources. This report shall meet the standards of a Paleontological Identification Report (PIR) per Chapter 8 of the Caltrans SER, meaning it will include an initial screening of the project's potential to impact paleontological resources as evidenced by a literature review, online database search, records search of the University of California Museum of Paleontology. If this initial screening determines that there is a potential for paleontological resources to be impacted by the project, the PIR will be combined with a Paleontological Evaluation Report (PER) per the Chapter 8 of the Caltrans SER, which will determine the project's legal responsibilities with regards to paleontological resources, whether the paleontological resource can be avoided, and the significance of the potential paleontological resource. The report will also meet the standards for assessing potentially adverse effects to paleontological resources per the National Environmental Protection Act.

## **TASK 7.4. FLOODPLAIN AND WATER QUALITY STUDY**

**Water Quality:** A Water Quality study will be prepared to evaluate potential temporary and permanent impacts on surface and groundwater quality, identifying receiving water bodies that have beneficial uses or are included on the Clean Water Act 303(d) List and 305(b) report of Water Quality Limited Segments. The report will provide recommendations for hydromodification management. Any available water quality data will be obtained and reviewed, and levels of existing water quality impairment will be cited. The evaluation will include descriptions of local and regional setting, state and federal regulations and jurisdictions effecting the project, and the hydromodification and treatment requirements for stormwater pollution prevention agencies with jurisdiction over the project and downstream receiving waters. CEQA and NEPA guidelines will be used to address and mitigate for potential project impacts to water quality. The mitigation and monitoring measures will be developed and described in a manner that facilitates the preparation of CEQA/NEPA documentation. The report will be prepared in Caltrans format based on the most recent templates available on the SER.

**Floodplain:** A Location Hydraulic Study will be prepared to assess potential project impacts on flood water conveyance and flood water surface elevations within the influence zone of the project improvements. An initial review of FEMA flood insurance study reports and other flooding assessments will be conducted to determine the most recent and accurate assessments available for reference and use as baseline data. Peak flow rates from the FIS and other sources will be reviewed and the most appropriate estimates determined for the project area waterways. All applicable design standards for project components (pavement, culvert, and water crossings) will be reviewed and cited. If available, maintenance records for Colma Creek will be reviewed to determine if the channel has degraded over time. Modeling will be conducted to assess existing conditions and post-project conditions. Draft and final versions of the report will be prepared, including appendices. The technical appendix will include all model output data, model schematics, and other key information. The Location Hydraulic Study will be prepared using the most current Caltrans format available on the SER and will be prepared by a qualified engineer.

## **TASK 7.5. NOISE STUDY**

The noise analysis will be conducted in accordance with Caltrans and the appropriate federal NEPA guidelines and standards. The analysis will consider both temporary construction and long-term operational noise from the project. The noise analysis will include the following tasks:

- » Conduct noise measurements to document the ambient noise environment. The survey will consist of up to four (4) short-term (15-minute) noise measurements.
- » Conduct an analysis of construction activities to assess noise and vibration levels at nearby sensitive receptors based on equipment types and operations provided by the client. The analysis will consider Caltrans construction noise thresholds and construction best management practices for noise. Though it is assumed that the project would not need to comply with local noise limits, a discussion of applicable local noise standards will be provided for informational purposes.
- » It is assumed that the future project noise environment would not be substantially different than under existing conditions. Therefore, project operational noise and vibration impacts will be addressed qualitatively.
- » As necessary, the analysis will recommend applicable mitigation measures for significant impacts.

The findings of the Noise Technical Letter Report will be summarized in a report that documents the methodology and results of noise modeling and impacts. An appendix with technical modeling data will be included.

## **TASK 7.6. COMMUNITY IMPACT ASSESSMENT**

Circlepoint will prepare a CIA memorandum that analyses social, economic, public services, land use, and growth impacts in accordance with the current guidance from Caltrans. The memorandum will also consider whether the project might affect environmental justice communities, local land uses, businesses, neighborhoods/social cohesion, and the delivery of public services. The project is not expected to result in growth inducement. This topic will be addressed at a qualitative level in the CIA memorandum.

## **TASK 7.7. VISUAL IMPACT ASSESSMENT**

Circlepoint will prepare a Minor VIA in coordination with a Mark Thomas landscape architect, according to the most recent Caltrans Minor VIA annotated outline. Circlepoint assumes that no visual simulations will be required to support the minor VIA.

## TASK 7.8. HAZARDOUS WASTE/MATERIALS

Initial Site Assessment: Crawford will prepare a Phase 1 ISA to identify evidence of Recognized Environmental Conditions (RECs) within the alignment, or conditions on adjacent properties that are, or have the potential to, impact the project alignment. Crawford will prepare this ISA in accordance with Caltrans requirements and the ASTM E1527-21 standard. The scope of services for the ISA will include:

- » **Records review:** Crawford will contract with Environmental Risk Information Service (ERIS) to conduct a digital search of federal, state, local, and tribal environmental agency database records. These records will be reviewed for information pertaining to the project alignment and will also include facilities/properties within ASTM standard search radii applicable to each database.
- » **Physical Setting Review:** The ISA will include a summary of geologic conditions underlying the project alignment based on readily available geologic mapping from the US Geological Survey and the California Geological Survey, including an assessment of the potential for naturally occurring asbestos; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.
- » **Historical Land Use Review:** ERIS will provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (if available) for the project alignment and vicinity. Crawford will use these data to summarize general historical conditions within the project alignment, and historical uses of adjacent properties back to at least 1940.
- » **Site Reconnaissance:** Crawford will perform a walking and driving reconnaissance of the project alignment to observe current conditions. Conditions on adjacent parcels will be observed from the public right-of-way. The reconnaissance will include observations of uses and storage of hazardous materials and wastes, if appropriate; the presence of underground and aboveground storage tanks, drums, wells, electrical equipment; condition of vegetation, noxious odors, stockpiled soil, piled garbage, medical waste, and sewage/waste disposal; and geologic, hydrogeologic, and topographic conditions.
- » **Vicinity Survey:** The reconnaissance will include a windshield survey of general conditions within 500 feet of the project alignment, including suspect facilities identified by the records review. Observations will be made from the public right-of-way.
- » **Interviews:** Records provided by ERIS generally contain sufficient data to evaluate potential for impact to the project alignment. However, where records for suspect facilities are missing or incomplete, Crawford will contact San Mateo County Environmental Health Department to ascertain current environmental conditions. Where warranted, Crawford will also attempt to interview current and past property owners, tenants, and key site managers for suspect facilities, where contact information is readily available.
- » **Report of Findings:** A report documenting our assessment will be prepared for the project. The report will include, but not necessarily be limited to, the following:
  - Description of the project alignment and vicinity;
  - Summary of the physical setting, local geologic conditions, and hydrogeologic conditions;
  - Summary of the historical record review and historical site usage;
  - Findings from the records review;
  - Site reconnaissance observations;
  - Interview results;
  - Findings, Opinions, and Conclusions: including a summary of RECs, and a discussion of significant data gaps and data failures; and
  - Recommendations for sampling and testing: As warranted by the findings.

Preliminary Site Assessment: Crawford proposes to provide hazardous materials services for this project consisting of collecting soil samples to evaluate for hazardous concentrations of aerially deposited lead (ADL) in locations where new signals, stop signs, or excavations are planned; collecting discrete concrete samples to evaluate for the presence of asbestos; evaluating the corridor for the presence of lead-based paint; sample and test discrete traffic stripping for the presence of heavy metals; and collect groundwater samples at discrete locations along the alignment for the presence of contamination.

Soil for ADL evaluation will be collected at twenty-five locations along the project alignment. Three discrete soil samples will be collected from each sample location (for a total of thirty-six soil samples). Our soil sample collection methodology is outlined below.

- » Sample locations will be marked for Dig Alert/811 utility clearance prior to sample collection.
- » Hand equipment will be used to collect discrete soil samples from 0 to 6 inches, 12 to 18 inches, and 24 to 30 inches below ground surface at each of sample location. Locations will be completed at the back of the sidewalk to avoid pavement coring and use of traffic control.
- » Traffic striping that might be impacted will also be sampled to evaluate metals content. We plan to collect six to eight samples of traffic striping material.
- » Equipment will be cleaned between sampling locations using a weak detergent solution, and then rinsed with clean, potable water. Cleaning water will be discharged at the site, away from drain inlets or sensitive areas.
- » Soil and traffic striping samples will be collected in clean containers. Samples will be submitted under chain-of-custody to an accredited laboratory.
- » All samples will be analyzed for total lead. Samples with a total lead concentration greater than 50 milligrams/kilogram (mg/kg) will be further analyzed for soluble lead content (using both WET and TCLP methods). For budgeting purposes, we assume twelve samples will be analyzed for soluble lead.
- » Twelve soil samples will be analyzed for soil pH.

### **Asbestos Containing Concrete and Lead Paint Inspection**

- » Crawford will inspect and sample potentially impacted portions of signage, PCC, and concrete sidewalk structures for the presence of asbestos and lead-based paint.
- » Eight concrete samples will be sampled and tested for asbestos.

A PSA report will be prepared that includes, but may not necessarily be limited to, the following:

- » Sample collections methods;
- » Summary of analytical laboratory results;
- » Comparison of analytical results to applicable hazardous waste limits; and
- » A map documenting location where samples were collected; and
- » Copies of the analytical laboratory reports.

### **TASK 7.9. ENERGY STUDY**

The Energy Letter Report will analyze the project's potential to result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources or to conflict with or obstruct a state or local plan for renewable energy or energy efficiency during project construction. In support of this analysis, energy use will be quantified using CalEEMod completed under the Air Quality Technical Report, as well as in-house calculation spreadsheets. The analysis will also qualitatively evaluate the project's consistency with applicable energy plans, including goals and relevant General Plan policies.

### **DELIVERABLES:**

- » Draft and Final Air Quality Report
- » Draft and Final Natural Environment Study
- » Draft and Final Biological Assessment
- » Draft and Final Wetland Delineation
- » Draft and Final ASR
- » Draft and Final HPSR
- » Draft and Final PIR
- » Draft and Final Floodplain and Water Quality Study
- » Draft and Final Noise Technical Letter Report
- » Draft and Final CIA Memo
- » Draft and Final Minor VIA
- » Draft and Final Phase 1 ISA
- » Draft and Final PSA

# TASK 8. ENVIRONMENTAL DOCUMENT AND PROJECT REPORT

## TASK 8.1. ENVIRONMENTAL DOCUMENT

CEQA Compliance: As stated in the April 2024 Preliminary Environmental Analysis Report (PEAR), the project is expected to qualify for a categorical exemption CEQA pursuant to Guidelines Section 15301 Class 1 - Existing Facilities which provides for the operation, repair, maintenance, or minor alterations to existing structures, facilities, including interior or exterior alterations involving negligible or no expansion of use, and allows for the restoration or rehabilitation of structures to meet current standards for public health and safety. The project involves bicycle, pedestrian, and associated infrastructure improvements which amount to negligible or no expansion of use. Therefore, the project qualifies for a Class 1 – Existing Facilities exemption under CEQA.

In a letter dated May 23, 2024, Caltrans informed the Town of Colma (Town) that it has delegated the Town as the CEQA lead agency on the project. Circlepoint will work with the Town as the CEQA lead agency to file a notice of exemption (NOE) with the Office of Planning and Research (OPR) and the county clerk's office. The NOE will be prepared using OPR's standard NOE template if a standard Town template is not available. Circlepoint will file the NOE electronically through OPR's CEQA Submit portal. Circlepoint will also deliver five (5) hard copies of the NOE to the county clerk's office. The submittal package for the county clerk will include one original with wet signature, four (4) photocopies of the original, and a check for payment of filing fees. The submittal of the NOE will start a 35-day statute of limitations period for challenges to the Town's decision. Given that the project is anticipated to be statutorily exempt from CEQA, no further CEQA documentation would be required.

Should the CEQA exemption be found to be inadequate for project approval, Circlepoint will prepare an Initial Study/Mitigated Negative Declaration (IS/MND). The scope for this optional task is detailed below.

NEPA Compliance: The project would utilize federal transportation funds and will therefore require environmental clearance under NEPA. Caltrans will be the NEPA lead agency.

23 CFR 771.117 defines the class of actions that may qualify for Categorical Exclusions (CE) under NEPA. CE's are divided into two groups based on the action's potential for impacts. The first group consists of categories of actions that experience has shown almost never cause significant environmental impacts. These categories involve minor construction activities and activities that do not lead to construction. They are listed in subsection (c) of 23 CFR 771.117. These actions are automatically classified as CEs, except where unusual circumstances occur.

Under CRF 771.117 (c), item number 3 includes the following class of actions:

- » "Construction of bicycle and pedestrian lanes, paths, and facilities."

Therefore, the proposed project would qualify for a CE under NEPA.

FHWA regulation 23 CFR 771.117(b) provides that any action which normally would be classified as a CE but could involve unusual circumstances require Caltrans to conduct appropriate environmental studies to determine whether a categorical exclusion is proper. Unusual circumstances include actions that involve:

- » Significant environmental impacts;
- » Substantial controversy on environmental grounds;
- » Significant impact to properties protected under 4(f) of the USDOT Act or section 106 National Historic Preservation Act;
- » Inconsistencies with any Federal, State or local law relating to environmental impacts.

Based on the above technical reports described in Task 7, Circlepoint will prepare a Draft CE checklist, determination, and continuation sheets for Caltrans review. Circlepoint will respond to up to two (2) rounds of Caltrans comments on the CE submittal package. Approval and issuance of the CE will constitute completion of this task.

## TASK 8.2. PROJECT REPORT

Mark Thomas will prepare a Project Report (PR) to document design features and receive approval for the project. The PR will conform to guidelines in Appendix K of the Caltrans Project Development Procedures Manual. Because the project anticipates CEQA and NEPA clearance through Categorical Exemption and Exclusions (CE), there will be no circulation



of an environmental document for public review. As such, no formal Draft Project Report (DPR) will be required. (A DPR provides Caltrans approval for alternatives included in the circulation of a draft environmental document. Since only a single alternative is being included in the evaluation of the project and no circulation will be required, only a PR will be prepared.) It is anticipated that the PR will require three (3) submittals to Caltrans to receive approval, including two (2) submittals to the various Caltrans Functional Units, and two submittals for Caltrans District 4 Executive Review.

Attachments included in the PR include:

- » Location Map
- » Geometric Drawings
- » 11-page Cost Estimate
- » Right of Way Data Sheet
- » TMP Data Sheet
- » Storm Water Data Report
- » Risk Management Plan and Risk Register
- » Safety Analysis Memo
- » Environmental Document (Title page only)
- » Advanced Planning Studies
- » Cooperative agreement (provided by the Town)

### **DELIVERABLES:**

- » Draft and Final CEQA CE Checklist
- » Draft and Final NEPA CE Checklist
- » Draft and Final Project Report
- » All deliverables will be submitted in PDF format unless otherwise noted

### **SCOPE ASSUMPTIONS / EXCLUSIONS:**

- » The Town already has a project specific Cooperative Agreement in place with Caltrans
- » Detailed support cost estimates for future phases are not included.
- » No detailed right of way delineations will be completed.
- » A Constructability Review is not included.
- » Typical detailed technical studies and final design activities are not included and will be a part of the future PS&E phases once the project has been more well defined.
- » Datum or unit conversion of base mapping, as-builts, and centerlines are not included.
- » Utility Potholing is not included.
- » Geotechnical testing is not included.
- » Hazardous materials testing is not included.
- » Preparation of permits for jurisdictional agencies is not included.
- » Conceptual Landscape, Drainage, and Staging Plans are not included.
- » Floodplain and Location Hydraulics Analysis is not included.
- » Preparation and approval of Draft Project Report is not included or required.

## **TASK 0. OPTIONAL TASKS**

### **TASK 0.1. INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

As discussed above, should the CEQA exemption be found to be inadequate for project approval, Circlepoint will prepare an Initial Study/Mitigated Negative Declaration (IS/MND). Circlepoint will build off our current and past work in Colma, leveraging that experience and streamlining our work wherever possible. We will work closely with the project team to identify environmental constraints early in the process, so that potential impacts can be minimized.

Circlepoint will coordinate with the Town and City on background information and data needs and will confirm the CEQA approach with the Town and City. Circlepoint anticipates attendance at the following meetings. These meetings will be in addition to the meetings described in Task 1 and would only be necessary if an IS/MND is required for the project:

- » Kickoff meeting (Town, City and TA only)
- » Recurring project meetings with the applicant's team (up to 16 meetings)
- » One public hearing

Circlepoint will prepare a draft project description based on information provided by the Town and City, primarily through draft project plans and cut sheets. The project description will include:

- » The regional and precise location and boundaries of the project site on an aerial map.
- » A general description of the technical and environmental characteristics of the project.
- » A detailed description of the project components including connectivity, safety and infrastructure improvements.
- » A timeline for project construction and operation.

Circlepoint will revise the project description in response to one round of comments the Town and City, to ensure all key project elements are accurately described. We assume that the Town will, at a minimum, provide the following:

- » Construction assumptions, including duration, phasing, construction start and end months, and review of construction equipment list.

Circlepoint will prepare the administrative draft IS/MND in accordance with the CEQA Guidelines Appendix G checklist, incorporating the technical studies described above. For the following topics, qualitative analysis is proposed, based on site conditions and the project type: aesthetics, biological resources, geology and soils, hydrology and water quality, land use and planning, mineral resources, population and housing, traffic and transportation, and public services. If additional technical analysis is required by the Town and City, Circlepoint will coordinate with the project team to strategize on the best course of action. This would require amendments to this scope and fee.

Based on the outcome of the above-mentioned reports, Circlepoint will confirm that all impacts will be able to be mitigated to a less-than-significant level. If significant and unavoidable impacts are identified, Circlepoint will coordinate with the Town and City to strategize on the best course of action, which may include preparation of an environmental impact report (EIR).

The administrative draft will be submitted electronically. Circlepoint will revise the IS/MND in response to two rounds of Town and City staff comments (assumed to be from the Town's and City's Environmental Planning Staff) and will submit one screen check draft and one final draft to the Town and City (electronic copies only).

Once the public review draft is finalized, Circlepoint will publish the IS/MND, including appendices, for public and agency distribution (assumed to be electronic copies only), and if requested by the Town and City will support in submitting appropriate notices electronically through the State Clearinghouse portal. The distribution list will be developed in consultation with Town and City staff.

Following the close of the public review period, Circlepoint will review all comments received on the IS/proposed MND. Circlepoint will work with the Town and City to provide responses to the comments in a format acceptable to the Town and City, assumed to be memorandum style. We will revise the document to respond to one round of Town and City comments and prepare the final response to comments memorandum. This scope and budget assume that we will be responding to no more than 10 individual comments. If more than 10 individual comments are received, then a contract/budget amendment will be required to complete the work.

Circlepoint will prepare the final MND and Mitigation, Monitoring, and Reporting Program (MMRP). The MMRP will describe the method by which mitigation measures will be implemented. The MMRP will include each mitigation measure identified in the IS/MND, including the agency/department responsible for ensuring compliance, the method of implementation, and the compliance report.

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice Town on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Town regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



EXHIBIT C  
Activity Schedule





