

**Baseline Environmental Consulting
Scope of Work for Safety Element Update
Town of Portola Valley, California**

Prepared for Urban Planning Partners – July 31, 2021

Safety Element

Baseline Environmental Consulting will assist in the data gathering and drafting of policies to reduce the potential short and long-term risk of death, injuries, property damage, and economic and social dislocation resulting from the following effects: seismically induced surface rupture, ground shaking, ground failure, and liquefaction; slope instability; and flooding. In addition, Baseline will describe climate change impacts and summarize adaptation and resiliency policies from the most recently adopted Local Hazard Mitigation Plan. If requested by the Town of Portola, additional topics may include hazards materials releases and naturally-occurring asbestos. Baseline will also assist in the preparation of mapping for known geologic and seismic hazards, such as active fault zones designated under the Alquist-Priolo Earthquake Fault Zoning Act.

Drought Mitigation Policies

Baseline Environmental Consulting will assist in the data gathering and drafting of policies to address potential future drought conditions and water supply shortage. Specifically, the policies developed would be designed to provide the following:

- Comprehensive goals, policies, and objectives for the protection of the community from the unreasonable risks of drought.
- Feasible implementation measures designed to carry out the goals, policies, and objectives for drought.

It should be noted that Baseline will not be modifying or summarizing the applicable urban water management plan.

EXHIBIT B
(FEE SCHEDULE)

Table 1
Estimated Fee for Safety Element Update

	Urban Planning Partners				Baseline Environmental Consulting				Fehr & Peers							Dear Creek Resources		
	Chris Banks Project Director	Chris Violett Project Manager	Partner Support	UP Partners Total	Boise Abdullahsen Senior Hydrogeologist	Pamela Sutton Environmental Engineer III	Lisa Luo Environmental Engineer II	Baseline Total	Associate-in-Charge	Principal-in-Charge	Project Manager	Project Engineer/Engineer	Graphics/GIS	Project Coordinator	Fehr & Peers Total	Dave Linder	DRC Total	Team Total
Hourly Rate:	\$225	\$195	\$115		\$225	\$180	\$170		\$255	\$280	\$185	\$170	\$150	\$140		\$200		
Phase 1: Project Initiation and Analysis																		
A Kick-off Meeting and Data Gathering	4	8	10	\$ 3,610	4	20	10	\$ 6,200	6		12			2	\$ 4,030	14	\$ 2,800	\$ 16,640
B SB 99 Network Accessibility Analysis				\$ -				\$ -	14	4	16	22	8	10	\$ 13,990		\$ -	\$ 13,990
C Draft Goals and Policies	6	20	24	\$ 8,010	12	8	6	\$ 5,160	4	2	12	18	-	8	\$ 7,980	20	\$ 4,000	\$ 25,150
D Public Outreach	6	14	16	\$ 5,920				\$ -							\$ -		\$ -	\$ 5,920
PHASE 1 SUBTOTAL	16	42	50	\$ 17,540	16	28	16	\$ 11,360	24	6	40	40	8	20	\$ 26,000	34	\$ 6,800	\$ 61,700
	3,600	8,190	5,750	\$ 17,540	\$ 3,600	\$ 5,040	\$ 2,720	\$ 11,360	\$ 6,120	\$ 1,680	\$ 7,400	\$ 6,800	\$ 1,200	\$ 2,800	\$ 26,000	\$ 6,800	\$ 6,800	\$ 61,700
Phase 2: Administrative and Draft Documents																		
A Administrative Draft and Final Draft Environmental Hazards Element Update	6	20	34	\$ 9,160				\$ -	6		6				\$ 2,640		\$ 1,000	\$ 12,800
PHASE 2 SUBTOTAL	6	20	34	\$ 9,160	0	0	0	\$ -	6	0	6	0	0	0	\$ 2,640		\$ 1,000	\$ 12,800
	1,350	3,900	3,910	\$ 9,160	-	-	-	\$ -	1,530	-	1,110	-	-	-	\$ 2,640	\$ 1,000	\$ 1,000	\$ 12,800
Phase 3: Adoption and Final Documents																		
A Final Planning Commission Hearing	4	6	-	\$ 2,070				\$ -							\$ -		\$ -	\$ 2,070
B Final City Council Hearing	4	6	-	\$ 2,070				\$ -							\$ -		\$ -	\$ 2,070
C Final Document Production	2	6	8	\$ 2,540				\$ -							\$ -		\$ -	\$ 2,540
PHASE 3 SUBTOTAL	10	18	8	\$ 6,680	0	0	0	\$ -	0	0	0	0	0	0	\$ -		\$ -	\$ 6,680
	2,250	3,510	920	\$ 6,680	-	-	-	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ 6,680
TOTAL LABOR ESTIMATE	32	80	92	\$ 33,380	16	28	16	\$ 11,360	30	6	46	40	8	20	\$ 28,640	34	\$ 7,800	\$ 81,180
	\$ 7,200	\$15,900	\$10,580	\$ 33,380	\$ 3,600	\$ 5,040	\$ 2,720	\$ 11,360	\$ 7,650	\$ 1,680	\$ 8,510	\$ 6,800	\$ 1,200	\$ 2,800	\$ 28,640	\$ 7,800	\$ 7,800	\$ 81,180
DIRECT COSTS																		
1. Printing, Mileage, and Misc. Direct Costs (assumes the bulk of documents will be digital)				\$ 800											\$ 2,260		\$ 200	\$ 3,260
2. Subconsultant Markup (10%)				\$ 5,026													\$ 990	\$ 5,026
TOTAL MISCELLANEOUS COSTS				\$ 5,826				\$ -							\$ 2,260		\$ 200	\$ 8,286
TOTAL ESTIMATED FEE				\$ 39,206				\$ 11,360							\$ 30,900		\$ 8,000	\$ 89,466
CONTINGENCY																		
1. Atlas Planning (SB 99 hazard mapping and mitigation strategy expertise)															\$ 9,900		\$ 9,900	
2. Direct Cost Markup (10%)				\$ 990													\$ 990	\$ 990
TOTAL CONTINGENCY COSTS				\$ 990				\$ -							\$ 9,900		\$ 990	\$ 10,890
TOTAL ESTIMATED FEE WITH CONTINGENCY				\$ 40,196				\$ 11,360							\$ 40,800		\$ 8,000	\$ 100,256
This budget assumes all public hearings are virtual.																		

[https://urbanplanningpartners.sharepoint.com/sites/FB/Shared Documents/Marketing/00-Proposals-2008/2021/21-533 PVE/Proposal/PVSE_Budget.xlsx](https://urbanplanningpartners.sharepoint.com/sites/FB/Shared%20Documents/Marketing/00-Proposals-2008/2021/21-533%20PVE/Proposal/PVSE_Budget.xlsx)

EXHIBIT C

(INSURANCE REQUIREMENTS)

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to or interference with property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1.1 Insurance Services Office Form No. CG 0001 covering General Liability and Commercial General Liability on an "occurrence" basis.

1.2 Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto), Code 8 (hired autos) or Code 9 (non-owned autos), if Consultant has no owned autos.

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

2. MINIMUM LIMITS OF INSURANCE. Consultant shall maintain limits no less than:

2.1 Comprehensive General Liability. (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) combined single limit per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2.2 Automobile Liability. One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 Workers' Compensation and Employers Liability. Workers' compensation limits as required by the Labor Code of the State of California. One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

2.4 Errors and Omissions Liability. Two Million Dollars (\$2,000,000) per claim.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects the Town, its officials, employees, agents and contractors; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The Town, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees, agents and contractors.

4.1.2 The Consultant's insurance coverage is the primary insurance as respects the Town, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, agents, contractors, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Town's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice (10 days for non-payment) by regular mail has been given to the Town.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, agents or contractors.

4.1.6 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provision set forth in subsection 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

4.3 Claims Made Policies. If any of the required policies provide claims-made coverage, the Town requires that coverage be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the Town with original certificates, amendatory endorsements, and actual policies of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

Town of Portola Valley
Attn: Town Clerk
765 Portola Road
Portola Valley, CA 94028

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**AMENDMENT NO. 1 to AGREEMENT BETWEEN THE
TOWN OF PORTOLA VALLEY AND URBAN PLANNING PARTNERS**

This Amendment 1 ("Amendment") is made as of February ___, 2023, with respect to the Agreement ("Agreement") by and between the Town of Portola Valley ("Town") and Urban Planning Partners ("Consultant").

RECITALS

A. The Town and Consultant entered into the Agreement for Safety Element consulting services on August 11, 2021.

B. The Town and Consultant desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, the Town and Consultant do hereby agree as follows:

1. Scope and Level of Service. The nature, scope and level of the specific services to be performed by Consultant is amended to include the additional tasks as set forth in Exhibit A-1 attached and incorporated.

2. Compensation. The compensation for services identified in Exhibit B of the Agreement is increased to a total not to exceed amount of \$157,835 as set forth in Exhibit B-1 attached and incorporated.

3. Agreement. Other than the amendment set forth herein, no other provisions of the Agreement are amended and all other provisions of the agreement are in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 as the of the date set forth above.

TOWN OF PORTOLA VALLEY

URBAN PLANNING PARTNERS

By: _____
Mayor

By: _____
Lynette Dias, President

EXHIBIT A-1
(SCOPE AND LEVEL OF SERVICE)

The additional scope of work for the Safety Element is to include the following:

- Expanded Project Management and Coordination: preparation and attendance at up to five Committee Meetings and one community meeting/workshop
- Preparation of three separate memos for committee review and a FAQ document relating to fire and safety issues

EXHIBIT B-1
(SCHEDULE OF PERFORMANCE/BUDGET)

Portola Valley Safety Element Scope Amendment Estimated Fee

Hourly Rate:	Urban Planning Partners				Atlas Planning				DCR		Team Total
	Curtis Banks Project Director	Carla Violet Project Manager	Planner/ Support	UP Partners Total	Project Manager	Associate Planner	Assistant Planner	Atlas Planning Total	Zeke Lunder	Deer Creek Resources Total	
			\$225								

Task 1. Project Management and Coordination											
Team Meetings	8	8	2	\$ 3,700		-	-	\$ -		\$ -	\$ 3,700
Committee Coordination & Meetings (5)	12	24	2	\$ 7,960	40	6	8	\$ 8,710		\$ -	\$ 16,670
TASK 1 SUBTOTAL	20	32	4	\$ 11,660	40	6	8	\$ 8,710	-		\$ 20,370
Task 2. Administrative Draft Safety Element Review											
Develop and review policy content for Safety Element	10	22	8	\$ 7,750	18	24	16	\$ 7,760	18	\$ 3,600	\$ 19,110
TASK 2 SUBTOTAL	10	22	8	\$ 7,750	18	24	16	\$ 7,760	18	\$ 3,600	\$ 19,110
Task 3. Public Review Draft Safety Element Review											
Revise policy content for Safety Element	2	8	4	\$ 2,570	14	8	4	\$ 3,900		\$ -	\$ 6,470
TASK 3 SUBTOTAL	2	8	4	\$ 2,570	14	8	4	\$ 3,900	-		\$ 6,470
Task 4. Cal Fire Coordination/BOF Approval											
Coordinate with Cal Fire staff		2		\$ 420	6	8	4	\$ 2,460		\$ -	\$ 2,880
TASK 4 SUBTOTAL	-	2	-	\$ 420	20	16	4	\$ 2,460	-		\$ 2,880
Task 5. Final Adoption*											
Review draft meeting materials and attend two public hearings	-	-	-	\$ -	8	4	-	\$ 1,940		\$ -	\$ 1,940
TASK 5 SUBTOTAL	-	-	-	\$ -	8	4	-	\$ 1,940	-	\$ -	\$ 1,940
TOTAL LABOR ESTIMATE											
hours	32	64	16		100	58	32		18		
\$	7,200	13,440	1,760	\$ 22,400	18,000	7,250	3,040	\$ 28,290	3,600	\$ 3,600	\$ 54,290
DIRECT COSTS											
1. Subconsultant Mark-up (10%)				\$ 3,189							\$ 3,189
TOTAL MISCELLANEOUS COSTS				\$ 3,189				\$ -		\$ -	\$ 3,189
TOTAL ESTIMATED FEE											
				\$ 25,589				\$ 28,290		\$ 3,600	\$ 57,479

* Hours for Urban Planning Partners included in original contract budge