



City of Palo Alto

City Council Staff Report

(ID # 12253)

Report Type: Consent Calendar

Meeting Date: 6/21/2021

Summary Title: Amendment to Contract No. C19173980 with Rincon for Cubberley CEQA

Title: Approval of Amendment Number 1 to Contract Number C19173980 With Rincon Consultants, Inc. in the Amount of \$27,045 for a Total Not-to-Exceed Amount of \$170,497 and extend the Term to January 31, 2022, for Preparation of an Initial Study of the Mitigated Negative Declaration for the Cubberley Concept Plan

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that the City Council approve Amendment No. 1 to Contract No. C19173980 with Rincon Consultants, Inc. in the amount of \$27,045 for a total not to exceed amount of \$170,497 and extend the term to January 31, 2022, for preparation of an Initial Study-Mitigated Negative Declaration for the Cubberley Concept Plan.

Background

The City of Palo Alto and Palo Alto Unified School District (PAUSD) jointly developed a concept plan for future development of the Cubberley Community Center site, with collaborative participation from the community. The community co-design effort began in October 2018 and included four iterative community meetings in which community members worked together to identify needs, propose opportunities, discuss options, and guide the master planning process towards solutions for the Palo Alto community. At each meeting, participants engaged in interactive activities designed to gather pertinent information and perspectives on key project decisions. All project information and deliverables, including meeting materials and summaries are available on the project website at <https://www.pausd.org/about-us/committees-task-forces/cubberley-master-plan>.

Discussion

The Cubberley Concept Plan is considered a Project under the California Environmental Quality Act (CEQA) and therefore requires that the project be evaluated to determine if it may cause either a direct or reasonably foreseeable indirect physical change in the environment. On June

10, 2019, the City Council approved an agreement with Rincon Consultants, Inc. in the amount of \$143,452 for environmental analysis of the Cubberley Concept Plan ([Staff Report 10378](#)). Since that time two significant events occurred that delayed the completion of the CEQA document. The first is the COVID-19 pandemic that resulted in a shift in staff priorities to focus on community response to and recovery from the pandemic. The second is a change in CEQA law with respect to the method by which traffic and transportation impacts are assessed. Previously, traffic impacts used “level of service” or “LOS” analysis that analyzed impacts to surrounding streets and roads, thereby measuring traffic congestion. The amended law now requires traffic and transportation analysis to measure the “vehicle miles traveled” or “VMT” resulting from a new development or other land-use decisions. Since the LOS analysis had already been completed, and the original scope did not include a VMT analysis, a contract amendment is necessary for the Consultant to complete the appropriate traffic and transportation analysis. Amendment No. 1 to Contract No. C19173980 is included as Attachment A to this staff report.

Timeline

It is anticipated that a draft CEQA document will be released for public comment in early Fall 2021 and the final public hearing to adopt the Initial Study/Mitigated Negative Declaration (IS/MND) will occur by the end of the calendar year 2021.

Resource Impact

Funding for Contract No. C19173980 was included in Capital Improvement Project CB-16001 (Cubberley Community Center Master Plan). The Cost Share Agreement between the City and PAUSD for the Cubberley Master Plan shared the cost of the CEQA consultant equally, not to exceed a total contract amount of \$100,000. Because the total contract amount exceeded \$100,000, the City’s portion was \$80,411 (\$93,452 including additional services), and PAUSD’s share was \$50,000. Funding for the contract amendment recommended in this report is available in the Fiscal Year 2021 Cubberley Property Infrastructure Fund Cubberley Repairs project CB-17001. Due to the administrative burden of revising the cost share agreement and the nominal contract amendment amount, staff recommends that the City fund the full \$27,045.

Stakeholder Engagement

Development of the Cubberley Concept Plan was completed using a community co-design process that engaged hundreds of community members. The public will have the opportunity to comment on the CEQA findings when it is released for public comment.

Environmental Review

This contract amendment ensures that the City, as Lead Agency, prepares a document that complies with Senate Bill (SB) 743, the CEQA Guidelines, and Council’s adopted resolution establishing new CEQA thresholds of significance in compliance with SB 743 with respect to traffic and transportation.

Attachments:

- Attachment A: Rincon Consultants, LLC._C19173980 Amendment #1

**AMENDMENT NO. 1 TO CONTRACT NO. C19173980
BETWEEN THE CITY OF PALO ALTO AND RINCON CONSULTANTS, INC.**

This Amendment No. 1 (this "Amendment") to Contract No. C19173980 (the "Contract" as defined below) is entered into as of February 1, 2020, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and RINCON CONSULTANTS, INC., a California corporation, located at 449 15th Street, Suite 303, Oakland, California, 94612 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of performing an Initial Study-Mitigated Negative Declaration for the Cubberley Master Plan project area, as detailed therein.

B. The Parties now wish to amend the Contract in order to add scope to the services to update and finalize the Initial Study-Mitigated Negative Declaration (IS-MND). The COVID-19 pandemic temporarily delayed work on this project. The compensation for added scope is \$27,045.00, increasing the not-to-exceed amount of the Contract from \$143,452.00 to \$170,497.00, and the term will extend by one year to January 31, 2022.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C19173980 between CONSULTANT and CITY, dated May 20, 2019.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 2. "TERM" of the Contract is hereby amended to read as follows:
"SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through January 31, 2022 unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 3. Section 4. "NOT TO EXCEED COMPENSATION" of the Contract is hereby amended to read as follows:
"SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses,

shall not exceed One Hundred Fifty Seven Thousand Four Hundred Fifty Six Dollars (\$157,456.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed One Hundred Seventy Thousand Four Hundred Ninety Seven Dollars (\$170,497.00). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.
- d. Exhibit "C-1" entitled "SCHEDULE OF FEES, AMENDMENT NO. 1", AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

RINCON CONSULTANTS, INC.

City Manager

Officer 1

APPROVED AS TO FORM:

DocuSigned by:
By: *Abbe Leider*
Name: *Abbe Leider*
Title: Principal

City Attorney or designee

Officer 2 (Required for Corp. or LLC)
DocuSigned by:
By: *Stephen Swete*
Name: *Stephen Swete*
Title: Executive Vice President

Attachments:

EXHIBIT "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "C" entitled "COMPENSATION, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "C-1" entitled "SCHEDULE OF RATES, AMENDMENT NO. 1" (AMENDED, REPLACES PREVIOUS)

EXHIBIT A
SCOPE OF SERVICES, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

This scope of services involves the preparation of an Initial Study-Mitigated Negative Declaration for the Cubberley Master Plan project area.

Task 1 Project Management

Subtask 1.1. Project Management

CONSULTANT will provide project management and administrative services including coordination with CITY staff, CONSULTANTS, and school district representatives as appropriate. CONSULTANT will prepare a master schedule for the CEQA process and will update the schedule regularly as milestones are reached. CONSULTANT will prepare monthly invoices which will include progress reports on tasks completed and billing milestones reached.

Deliverables:

- Master CEQA schedule and updates
- Monthly invoices with progress reports

Subtask 1.2. Project Meetings

CONSULTANT's principal in charge and project manager will attend a kickoff meeting for the project. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized and details for scheduled tasks will be discussed. CONSULTANT will use this opportunity to collect any relevant studies and information not already transmitted. The kickoff meeting will also provide an opportunity to thoroughly discuss the approach to environmental evaluation. Community concerns that have surfaced to date will also be discussed. CONSULTANT will also schedule and participate in monthly project telephone meetings to discuss project status, upcoming efforts and activities, issues that have arisen, and other relevant information. CONSULTANT will schedule the meetings and manage calendar invitations as well as prepare and circulate agendas prior to each meeting. After each meeting, CONSULTANT will circulate notes and action items and will follow-up on status of action items as appropriate.

Deliverables:

- Meeting agendas and minutes
- Action items list and updates

TASK 2: Environmental Assessment and Clearance

Subtask 2.1. Project Description

CONSULTANT will prepare a draft Project Description based on the Master Plan and will provide an electronic copy (Microsoft Word and PDF format) for review by staff prior to commencing the analysis. As a basis for the environmental analysis to follow, a clear and thorough description of the Master Plan is a critical first step in the CEQA process. Textual, tabular, and graphic presentation (with CITY and/or planning team-prepared maps, plans, renderings, or diagrams) will be included as

necessary to facilitate a thorough understanding of the proposed plan and its potential implementation.

Deliverable:

- Project description in electronic format

Subtask 2.2. Administrative Draft Initial Study (IS)

CONSULTANT will address comments on the draft Project Description to prepare a final Project Description which will be used as a basis for the analysis in the Administrative Draft IS. CONSULTANT will prepare the Administrative Draft IS for CITY review. CONSULTANT will use the CITY's preferred IS format. The Administrative Draft IS will address all the items on the environmental checklist. Whenever possible, impacts will be quantified. To the maximum extent feasible, existing available information and studies will be used. If readily available data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Determinations will be made as to whether such measures are adequate to reduce impacts to less than significant levels. If necessary, mitigation measures will be developed and presented in programmatic wording such that mitigation measures can be implemented by future development under the Master Plan. Following each mitigation measure will be a discussion of the significance of the impact, and disposition with appropriate and feasible mitigation. CONSULTANT will submit 10 paper copies and an electronic copy in PDF and Word format of the Administrative Draft IS. CONSULTANT will coordinate with CITY staff to review the findings of the IS and make a recommendation on the type of CEQA document that will be required for the project.

The key issues that CONSULTANT will address in detail in the Initial Study will include:

- Air Quality
- Biological Resources
- Cultural and Historic Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Land Use and Planning Noise
- Public Services
- Traffic and Transportation
- Utilities and Service Systems

Detailed analysis of other checklist issues may be added as information arises during drafting of the Initial Study.

Deliverable:

- Administrative Draft IS (10 paper copies and electronic format)

Subtask 2.3. Draft IS-MND

Assuming the Administrative Draft IS concludes that all impacts can clearly be reduced to a less than significant level, CONSULTANT will respond to CITY comments on the Administrative Draft IS-MND, conduct final revisions and prepare the Draft IS-MND for public review. CONSULTANT will provide a single electronic screen check version of the Draft IS-MND for CITY review and approval prior to publication. Once approved to go to print, CONSULTANT will submit the Draft IS-MND in electronic format and will print up to 50 bound paper copies with appendices on a USB drive inside the back cover, as well as 15 copies on a CD as required by the State Clearinghouse. CONSULTANT will prepare a Notice of Intent (NOI) to Adopt an IS-MND. CONSULTANT will be responsible for mailing of the IS-MND to the State Clearinghouse and County Clerk. CITY will be responsible for mailing to responsible/interested agencies and members of the public who have requested to be contacted, other relevant organizations and non-state agencies, and newspaper ad publication.

Deliverables:

- Draft IS-MND (50 paper copies and electronic format)
- Notice of Intent to Adopt an IS-MND
- State Clearinghouse required documents (15 CD copies and Notice of Completion)

Subtask 2.4. Final IS-MND

Upon receipt of public comments on the Draft IS-MND, CONSULTANT will prepare draft responses to comments for CITY review. This task assumes that up to twenty comment letters will be received, including one lengthy (over three pages) or substantive letter, that can be adequately responded to in a maximum of 44 professional staff hours. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. If the number and/or complexity of comments received exceeds this assumption, the level of effort will be evaluated. Upon receipt of CITY comments on the draft responses, CONSULTANT will incorporate changes and prepare the Administrative Final IS-MND. Following Final IS-MND approval, CONSULTANT will provide a PDF of the Final IS-MND (including responses to comments and the MMRP) and up to 20 bound paper copies. CONSULTANT will prepare the Notice of Determination (NOD). CITY will file the NOD.

The Final IS-MND will include a mitigation monitoring and reporting program (MMRP) in accordance with CITY requirements. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. The plan will be in detailed table format, and will compile the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure.

Deliverables:

- Administrative Final IS-MND (electronic format)
- Responses to Comments on the Draft IS-MND (electronic format)
- Final IS-MND, including Responses to Comments (20 hard copies and electronic format)
- Mitigation Monitoring and Reporting Program
- Notice of Determination

Subtask 2.5. Public Hearings

CONSULTANT's principal in charge and/or project manager will attend two public hearings on the project. If desired, CONSULTANT will make a presentation at the hearings summarizing the environmental review process and IS-MND conclusions.

Deliverables

- PowerPoint presentation

As Amendment No. 1 and in addition to the above, CONSULTANT shall provide the following:

Task 3. Additional meeting with City Staff.

3.1. Rincon Consultants' project manager and lead analyst will prepare for and attend one additional meeting with City staff to discuss approach for the Administrative Draft IS-MND, including potential project changes, and needed revisions to the impact analyses.

Task 4. Vehicle Miles Traveled (VMT) Analysis.

4.1. As of July 2020, the CEQA Guidelines require analysis of impacts related to VMT. To address this requirement, Hexagon Transportation Consultants, Inc. will perform a VMT analysis. The analysis will use the City of Palo Alto's travel demand model and the analysis will be based on the City's VMT policies/guidelines.

Task 5. Draft IS-MND Revisions.

5.1. Rincon Consultants will review and update the administrative draft ISMND, including the project description, environmental setting, and impact analysis to reflect current environmental conditions and requirements under CEQA, including required analysis of VMT impacts. In addition, the air quality, air quality, greenhouse gas emissions, and energy analysis will be updated to reflect project changes, current greenhouse gas emissions threshold methodology and new VMT data. We have assumed one consolidated set of comments on the Draft Initial Study and two rounds of review.

Task 6. Level of Service (LOS) Analysis Updates. Should the City change the project to remove proposed housing units from the 525 San Antonio Road site, Hexagon will update the Transportation Impact Analysis to be consistent with the current project. This would involve the following subtasks:

6.1. Update Project Trip Generation, Distribution, and Assignment. Project trips generated by the proposed project will be updated based on the revised project description of reduced total number of housing units using trip rates in the Institute of Traffic Engineers' Trip Generation Manual, 10th Edition. The directional distribution of site generated traffic will be forecast based on trip distribution used in the previously submitted February 20, 2020 study. The revised site-generated traffic will be assigned to the roadway network based on the trip generation and distribution pattern discussed above.

6.2. Update Evaluation of Existing Plus Project Conditions. Updated project-generated traffic will be added to the existing traffic volumes. Intersection levels of service under existing plus project conditions will be evaluated using the TRAFFIX software. Intersection level of service calculations will be conducted to estimate existing plus project traffic conditions during the AM and PM peak hours after the completion of the project. Intersection impacts associated with the development will be evaluated relative to existing conditions.

6.3. Update Evaluation of Background Plus Project Conditions. Updated project-generated traffic will be added to the background condition traffic volumes. Intersection levels of service under project conditions will be evaluated using the TRAFFIX software. Intersection level of service calculations will be conducted to estimate project traffic conditions during the AM and PM peak hours after the completion of the project. Intersection impacts associated with the development will be evaluated relative to background conditions.

6.4. Update Evaluation of Cumulative Plus Project Conditions. Updated project-generated traffic will be added to the cumulative condition traffic volumes. Intersection level of service calculations will be conducted to estimate project traffic conditions during the AM and PM peak hours after the completion of the project. Intersection impacts associated with the development will be evaluated relative to cumulative no project conditions.

6.5. Update Freeway Segment Analysis. The number of updated project trips on nearby freeway segments will be compared to the CMP's threshold for determining the need for freeway level of service analysis. Freeway segments that require a level of service analysis will be analyzed for the AM and PM peak hours as required by the CMP guidelines.

6.6. Update Site Access, On-Site Circulation and Parking. Hexagon will revise the review of the project site plan based on the updated number of project trips assigned to the site driveways, in order to determine the overall adequacy of the site access and on-site circulation in accordance with generally accepted traffic engineering standards and to identify any access or circulation issues that should be improved. Parking will be evaluated relative to the City's Code.

6.7. Update Evaluation of Vehicle Queuing. For selected locations where the project would add a significant number of left-turning vehicles, the adequacy of existing/planned storage at turn pockets will be re-assessed by means of comparison with expected maximum vehicle queues.

6.8. Description of Deficiencies and Recommendations. Based on the results of the updated level of service calculations, deficiencies caused by the site-generated traffic will be identified and described. Recommendations will be formulated that identify the locations and types of improvements or modifications necessary to address the deficiencies. Improvements could include street widenings, lane additions, changes in lane usage, or modifications to existing traffic signals.

6.9. Reports. Rincon Consultants findings and recommendations will be summarized in a draft TIA report. Hexagon Transportation Consultants will respond to editorial comments on the draft and prepare a final TIA report.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

CONSULTANT shall perform the Services so as to complete each milestone within the date of execution of the Agreement to January 31, 2022. CONSULTANT shall provide a work plan of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed. The schedule of work shall include an estimated budget for each task (and any others not identified below), including estimated work hours for each person working on that task and their billable rate. The CITY's City Manager (or his designee(s)) shall approve the schedule of work, at which time it will become integrated into this contract.

MILESTONES

Kickoff Meeting - Within one week of Authorization to Proceed

2.1 Project Description - Within three weeks of kickoff meeting and receipt of all necessary project and site information

2.2 Admin. Draft Initial Study (IS) - Consultant will submit the Administrative Draft Initial Study within two weeks of City approval of project traffic study

2.3 Draft Initial Study-Mitigated Negative Declaration - Within two weeks of receipt of City comments on Administrative Draft Initial Study

2.4 Final IS-MND - Within two to three weeks of close of Public Review period and receipt of all comments on Draft IS-MND

2.6 Public Hearings - As scheduled

3.1 Additional meeting with City Staff – Rincon will schedule the meeting within one week of Notice to Proceed

4.1 Vehicle Miles Traveled (VMT) Analysis – Hexagon will complete within three weeks of Notice to Proceed and receipt of the final project description

5.1 Draft IS-MND Revisions – Rincon will submit the revised Administrative Draft IS-MND within approximately three to four weeks of City approval of the of the VMT Analysis.

6.1 - 6.9 Level of Service (LOS) Analysis Updates - Rincon will submit the revised Administrative Draft IS-MND within approximately three to four weeks of City approval of the of the VMT Analysis

EXHIBIT "C"
COMPENSATION, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1: Project Management	\$7,080.00
Task 2: Environmental Assessment and Clearance	\$115,433.00
Task 3: Additional Meeting with City Staff	\$2,363.00
Task 4: Vehicle Miles Traveled (VMT) Analysis	\$6,900.00
Task 5: Draft IS-MND Revisions	\$7,692.00
Task 6 (6.1 to 6.9): Level of Service (LOS) Analysis Updates	\$10,090.00
Sub-total Basic Services	\$149,558.00
Reimbursable Expenses	\$7,898.00
TOTAL BASIC SERVICES AND REIMBURSABLE EXPENSES	\$157,456.00
Additional Services	\$13,041.00
MAXIMUM TOTAL COMPENSATION	\$170,497.00

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost. All requests for payment of expenses shall be

accompanied by appropriate backup information. Any expense anticipated to be more than \$500.00 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

EXHIBIT "C-1"
SCHEDULE OF RATES, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

RINCON CONSULTANTS, INC. Cubberley Master Plan IS-MND Scenario Cost Estimate		Rincon Labor Classification →								
Tasks	Labor Cost	Hours	Principal / Director I	Senior Professional II	Senior Professional I	Professional II	Technical Editor	GIS/CADD Specialist I	Clerical/Administrative Assistant I	
			\$215	\$170	\$156	\$112	\$110	\$108	\$75	
Task 1: Project Management										
Subtask 1.1: Project Management	\$4,520	30	4	18					8	
Subtask 1.2: Project Meetings	\$2,560	14	4	10						
Task 2: Environmental Assessment and Clearance										
Subtask 2.1: Project Description	\$2,406	20	1	2		12		4	1	
Subtask 2.2: Administrative Draft Initial Study	\$3,120	22	8				10		4	
<i>Air Quality</i>	\$1,996	16		2	2	12				
<i>Biological Resources</i>	\$2,524	20		2	4	12		2		
<i>Cultural and Historic Resources (including historic evaluation)</i>	\$11,760	84	4	12	32	28		4	4	
<i>Energy</i>	\$1,236	10		2		8				
<i>Geology and Soils</i>	\$2,308	18		2	4	12				
<i>Greenhouse Gas Emissions</i>	\$2,308	18		2	4	12				
<i>Land Use and Planning</i>	\$1,236	10		2		8				
<i>Noise</i>	\$3,448	29		2	2	24		1		
<i>Public Services</i>	\$1,344	11		2		8		1		
<i>Transportation and Traffic (Rincon labor only)</i>	\$788	6		2		4				
<i>Utilities and Service Systems</i>	\$1,236	10		2		8				
<i>Other CEQA Discussions (10)</i>	\$2,864	22		4	4	12		2		
Subtask 2.3: Draft IS-MND	\$1,710	14	2	4					8	
Subtask 2.4: Final IS-MND										
<i>MMRP</i>	\$1,124	9	1	1		4		2	1	
<i>Responses to Comments</i>	\$5,614	44	4	6		32			2	
<i>Final IS-MND Publication</i>	\$731	7	1					2	4	
Subtask 2.5: Public Hearings	\$2,720	16		16						
Task 3: Additional Meeting With City Staff	\$2,369	15	1	10		4				
Task 5: IS-MND Revisions	\$7,692	58	4	8	8	28	4	6		
SUBTOTAL COST		\$ 67,608	503	34	171	60	228	70	56	32
Direct Cost Detail										
Vehicle Costs	\$ 275									
IS-MND Printed Copies (10 Admin Draft, 50 Draft, 20 Final)	\$ 7,625									
Sound Level Metering Field Equipment	\$ 100									
NWIC Records Search	\$ 1,000									
Paleo Records Search	\$ 400									
Hexagon Transportation Consultants	\$ 55,000									
Task 4: Vehicle Miles Traveled (VMT) Analysis	\$ 6,900									
Task 6: Level of Service (LOS) Analysis Update	\$ 10,090									
General and Administrative	\$ 8,480									
Subtotal Additional Costs:		\$ 89,848								
Summary										
Professional Fees Subtotal	\$67,608									
Direct Costs Subtotal	\$89,848									
Additional Services (additional services proposals approved in August 2019 and February 2020)	\$13,041									
TOTAL PROJECT BUDGET		\$ 170,497								

Rincon Schedule of Rates:

Labor Categories	Hourly Rate
Principal / Director I	\$215.00
Senior Professional II	\$170.00
Senior Professional I	\$156.00
Professional II	\$112.00

Technical Editor	\$110.00
GIS/CADD Specialist I	\$108.00
Clerical / Administrative Assistant I	\$75.00