

Report Type: Consent Calendar

Meeting Date: 4/26/2021

Council Priority: Grade Separations

Summary Title: Approval of Amendment # 3 to Contract C18171057 with AECOM

Title: Approval of Amendment No. 3 to Contract C18171057 with AECOM for continued services for the Connecting Palo Alto Rail Grade Separation (PL-17001) effort and to increase compensation by \$80,000 for a total not-to-exceed amount of \$2,874,658

From: City Manager

Lead Department: Transportation Department

Recommendation

Staff recommends that the City Council approve and authorize the City Manager or his designee to execute Amendment No. 3 to Contract C18171057 with AECOM for continued services for the Railroad Grade Separation and Safety Improvements Capital Improvement Project (CIP PL-17001) effort and to increase compensation by \$80,000 for a total not-to-exceed amount of \$2,874,658.

Background

The City Council approved a contract with AECOM to serve as the primary consultant for the Connecting Palo Alto rail grade separation project on April 16, 2018. The approved contract (C18171057), for \$1,278,660, is shown with the staff report (CMR 9100).

In addition, City Council also authorized Amendment No. 1 on June 24, 2019 (CMR 10463) and Amendment No. 2 on June 23, 2020 (CMR 11273) to the AECOM contract. These contract amendments provided for additional services supporting rail grade separation project outreach efforts and providing assistance to City for technical support for review of the selected rail grade separation alternatives by the Expanded Community Advisory Panel (XCAP). The proposed contract amendment is attached to this report as Attachment A.

Discussion

The consultant contract and additional services include the following tasks. These have been completed to provide for the technical support and completion of technical studies for the

review of the alternatives in consideration for Grade Separations along the Caltrain corridor at Churchill Avenue, Meadow Drive, and Charleston Avenue crossings by the XCAP. The project study report will be completed as part of the next step of the process as the Council reviews the XCAP recommendations and provides direction in furthering the development of these alternatives.

- Project Management until December 2020 providing general project management tasks required for managing all aspects of the planning effort (administration, coordination, and quality control). This task also accounts for meetings with outside agencies relevant to the project (e.g., Caltrain).
- Community Engagement the virtual Town Hall meeting and platform, 3-D renderings/photo simulations and 360-degree color 3-D animated videos of the alternatives and the 11x17 informational fact sheets for all nine (9) alternatives.
- Conceptual Plan Development Preliminary civil engineering was conducted to help the XCAP and the City Council review the proposed alternatives.
- Traffic engineering at Churchill, Meadow and Charleston:
 - Draft and final traffic memoranda
- Preliminary construction cost estimates

With the onset of COVID19, the XCAP deliberation process was delayed beyond the expected completion date. This resulted in additional meetings and support from the Consultant. In addition, the Consultant conducted the noise and vibration analysis and prepared the report to support the XCAP review of various alternatives. AECOM also reduced their fees for the most recent contract amendment, in light of the fiscal challenges caused by COVID19.

The XCAP has now completed its review and provided the final report to the City Council (CMR 11797). With the completion and delivery of the XCAP report, Staff anticipated the need for additional support from the consultant to support the Grade Separation workplan for review of the proposed alternatives. Based on the grade separation workplan proposed to the City Council tonight (CMR 12185), Staff anticipates the services of the consultant to provide for such support at three to four additional City Council meetings.

Therefore, Staff requested AECOM to provide the proposal for ongoing meeting support on a time and material basis for "not to exceed" cost per meeting including support from subconsultants as needed at these meetings. This amendment provides for additional AECOM and Sub Consultants support for up to four (4) meetings on time and material basis to the existing AECOM Contract for Rail Grade Separation Project.

Timeline

At the direction of the City Council's on the rail grade separation work plan, staff will coordinate with the Consultant to provide technical and professional assistance needed to support Council meeting discussions for decision making on alternative selection for rail grade separation at the Churchill Avenue, Meadow Drive, and Charleston Road Crossings along Caltrain corridor.

Resource Impact

Funding required for Contract Amendment 3 is available in the FY 2021 Adopted Capital Budget in the Railroad Grade Separation and Safety Improvement project, PL-17001. The existing AECOM Contract including Amendment 1 and Amendment 2 is in the amount of \$2,794,658. Based on the amount of the Contract Amendment No. 3 of \$80,000, the total contract amount for the AECOM Contract will be increased to \$2,874,658. It is important to note that this amendment only provides funding for additional meeting support and does not presume or allow for additional work beyond the current recommended path forward. Should the City Council choose to adjust current direction or add additional scope and work, staff will need to assess needs and return to the City Council with additional amendments to this contract.

Funding for future fiscal years is subject to City Council approval through the annual budget process.

Stakeholder Engagement

Since June 2019, the XCAP has been conducting regular meetings for the review of the various alternatives in consideration at the Churchill Avenue, Meadow Drive, and Charleston Road crossings along the Caltrain corridor. Staff in coordination with AECOM consultants provided continuous support to the XCAP and conducted other community engagement activities. In addition to the XCAP, to further engage the community, as part of the project, City hosted a <u>Virtual Town Hall</u> from August 19, 2020 to September 14, 2020 gaining over 1,000 unique visitors to the online platform. This virtual platform was designed to inform the community and seek feedback on the proposed alternatives for the grade at the three separation grade crossing locations.

A summary report of the virtual Town Hall was provided as an informational report to the City Council on <u>November 30, 2020</u>. Earlier in 2020, before the pandemic began, the City also hosted two well attended Rail Town Hall meetings and smaller neighborhood specific open house meetings to gain community input on the rail alternatives and answer community questions. Staff also developed and released online surveys and used social media, the City's website and electronic newsletters to, inform, answer questions and gain feedback from the community on this important City priority.

Policy Implications

Goals and policies from the Palo Alto 2030 Comprehensive Plan that are supported and advanced by the proposed project include:

Goal T-1 Create a sustainable transportation system, complemented by a mix of land uses, that emphasizes walking, bicycling, use of public transportation and other methods to reduce GHG emissions and the use of single-occupancy motor vehicles.

- Policy T-1.19 Provide facilities that encourage and support bicycling and walking.
- Policy T-1.10 Support Caltrain modernization and electrification capacity and service enhancements and extension to Downtown San Francisco.
- Policy T-1.25 Pursue transportation funding opportunities for ongoing transportation improvements that will help mitigate the impacts of future development and protect residents' quality of life. When other sources are unavailable, continue to fund improvements, operations and maintenance through the general fund.
- GOAL T-2 Decrease delay, congestion and VMT with a priority on our worst intersections and our peak commute times, including school traffic.
 - Policy T-2.3 Use motor vehicle LOS at signalized intersections to evaluate the potential impact of proposed projects, including contributions to cumulative congestion. Use signal warrants and other metrics to evaluate impacts at unsignalized intersections.
- Goal T-3 Maintain an efficient roadway network for all users.
 - Policy T-3.5 When constructing or modifying roadways, plan for use of the roadway by all users.
 - Policy T-3.6 Consider pedestrians, bicyclists, e-bikes and motorcycles when designing road surfaces, curbs, crossings, signage, landscaping and sight lines.
 - Policy T-3.14 Continue to prioritize the safety of school children in street modification projects that affect school travel routes, including during construction.
- GOAL T-6 Provide a safe environment for motorists, pedestrians and bicyclists on Palo Alto streets
 - Policy T-6.1 Continue to make safety the first priority of citywide transportation planning. Prioritize pedestrian, bicycle and automobile safety over motor vehicle level of service at intersections and motor vehicle parking.
 - Policy T-6.3 Continue to work with Caltrain to increase safety at train crossings, including improving gate technology and signal coordination.
- Goal T-8 Influence the shape and implementation of regional transportation policies and technologies to reduce traffic congestion and GHG emissions.

Environmental Review

The recommendation in this report does not constitute a project in accordance with the California Environmental Quality Act and is therefore not subject to environmental review. **Attachments:**

• Attachment A: C18171057 AECOM Amend No 3 - Rail Grade Separation Project

AMENDMENT NO. 3 TO CONTRACT NO. C18171057 BETWEEN THE CITY OF PALO ALTO AND AECOM TECHNICAL SERVICES, INC.

This Amendment No. 3 (this "Amendment") to Contract No. C18171057 (the "Contract" as defined below) is entered into as of April 23, 2021, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and AECOM TECHINICAL SERVICES, INC., a California corporation, located at 300 Lakeside Drive, Suite 400, Oakland, CA 94612 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

<u>RECITALS</u>

A. The Contract (as defined below) was entered by and between the Parties hereto for the provision of providing additional support to City staff for additional meetings with XCAP and City Council, as detailed therein.

B. The Parties now wish to amend the Professional Service Agreement Contract in order to increase the total compensation by \$80,000.00 from \$2,794,658.00 to \$2,874,658.00 for additional services not included in the previous scope of work and extend the term by one year to April 22, 2022.

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

<u>SECTION 1</u>. **Definitions**. The following definitions shall apply to this Amendment:

a. **Contract**. The term "Contract" shall mean Contract No. 18171057 between CONSULTANT and CITY, dated April 23, 2018.

Amendment No.1, dated June 24, 2019 Amendment No.2, dated June 23, 2020

b. **Other Terms**. Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

<u>SECTION 2</u>. 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 April 22, 2022, unless terminated earlier pursuant to Section 19 of this Agreement. <u>SECTION 3</u>. 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" as amended by Exhibits "A-1" and "A-2" (referred to collectively as Exhibit "A" or the "Basic Services"), and reimbursable expenses, shall not exceed Two Million Eight Hundred Seventy Four Thousand Six Hundred Fifty-Eight Dollars (\$2,874,658.00). 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 Two Million Eight Hundred Seventy Four Thousand Six Hundred Fifty-Eight Dollars (\$2,874,658.00). 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"."

<u>SECTION 4</u>. Exhibit "A-3" to this Amendment (attached hereto and incorporated herein) shall amend, but not replace, Exhibit "A" attached to the original Contract, Exhibit "A-1" attached to Amendment No. 1, and Exhibit "A-2" attached to Amendment No. 2 to the Contract. References to "Exhibit A" in the Contract shall mean Exhibits "A", "A-1", "A-2", and "A-3" read together. To the extent the provisions of Exhibit "A-3" directly conflict with original Exhibit "A", Exhibit "A-1", or Exhibit "A-2", the provisions of Exhibit "A-3" will control.

<u>SECTION 5</u>. The following exhibits to the Contract are hereby amended or added to read as set forth in the attachments to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "A-3" entitled "AMENDMENT NO. 1, ADDITIONAL SCOPE OF SERVICES", ADDED
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE", AMENDED, REPLACES PREVIOUS
- c. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS
- d. Exhibit "C-4" entitled "HOURLY RATE SCHEDULE", AMENDED, REPLACES PREVIOUS.

<u>SECTION 6</u>. 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.

<u>SECTION 7</u>. **Incorporation of Recitals**. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

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

CONSULTANT: AECOM TECHINICAL SERVICES, INC.

City Manager

APPROVED AS TO FORM:

City Attorney or designee

Title: Vice President

Attachments:

EXHIBIT "A-3": AMENDMENT NO. 2, ADDITIONAL SCOPE OF SERVICES, ADDED EXHIBIT "B": SCHEDULE OF PERFORMANCE, AMENDED EXHIBIT "C": COMPENSATION, AMENDED EXHIBIT "C-4": HOURLY RATE SCHEDULE, AMENDED

EXHIBIT "A-3" SCOPE OF SERVICES ADDITIONAL SERVICES

This Exhibit "A-3" Additional Scope of Services amends Exhibit "A" Scope of Services, as previously amended by Exhibit "A-1" and Exhibit "A-2", and should be read together therewith. To the extent the provisions of Exhibit "A-3" directly conflict with original Exhibit "A", Exhibit "A-1", or Exhibit "A-2", the provisions of Exhibit "A-3" will control.

AMENDMENT NO. 3:

ADDITIONAL SERVICES

CONSULTANT will provide additional support to City staff for additional meetings with XCAP and the City Council not included in the original scope of work Exhibit A, amended by Exhibit "A-1", and Exhibit "A-2". The additional services will include the preparation and attendance of up to four meetings, dates to be determined.

EXHIBIT "B" SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each task within the number of days/weeks specified on Attachment "B" Schedule of Performance. Attachment "B" reflects the currently anticipated schedule.' CONSULTANT will regularly update the schedule in consultation with CITY's Project Manager. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

(See following page for Schedule included in Amendment No. 2)

AMENDMENT NO. 3:

The dates of up to four meetings in additional services are to be determined.

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ATTACHMENT "B" Schedule of Performance

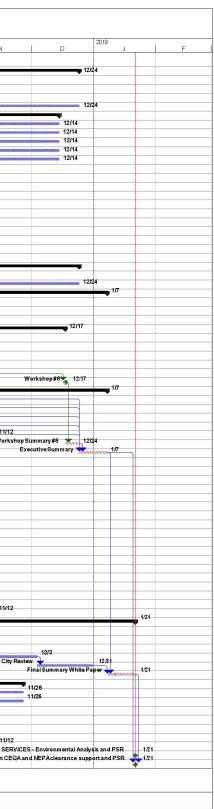
City of Palo Alto Rail Program Management Services

0	TaskName	Duration	Start	Finish	Predecessors	F M A		М	J	J J	A		l s	0	N
Ĩ	NOTICE TO PROCEED	0 wks	Mon 4/23/18	Mon 4/23/18			123					-			
-	TASK 1 - Project Management	34.2 wks	Mon 4/30/18	Mon 12/24/18		TASK 1 - Project Managemer				1					
	Kick-off Meeting	1 day	Mon 4/30/18	Mon 4/30/18	1FS+1 wk	Kick-off Meetin		i l			-		-		
	Prepare Project Execution Plan and Quality Assurance Procedures	4 wks	Tue 5/1/18	Mon 5/28/18	3	are Project Execution Plan and Quality Assurance Procedures			5/28						
	Baseline Schedule Monthly Invoices, Progress Reports & Schedule Updates	4 wks 34 wks	Tue 5/1/18 Tue 5/1/18	Mon 5/28/18 Mon 12/24/18	3	Monthly Invoices, Progress Reports & Schedule Updates			5/28						
-	Meetings	30 wks	Mon 5/21/18	Fri 12/14/18		including interests, in ogressine provider og andereste op andereste op andereste op andereste op andereste op	No. of the second								
	Biweekly(20)	30 wks	Mon 5/2 1/18	Fri 12/14/18	1FS+4 wks		Biweekly								
	City Council Rail Committee (8)	30 wks	Mon 5/21/18	Fri 12/14/18	855	City Council Ra									
	Planning and Transportation Commission (4) City Council (4)	30 wks 30 wks	Mon 5/21/18 Mon 5/21/18	Fri 12/14/18 Fri 12/14/18	855 855	Planning and Transportation	ommission (City Counc								
0	Other Transportation Agencies / Local Jurisdictions (10)	30 wks	Mon 5/21/18 Mon 5/21/18	Fri 12/14/18	855	Other Transportation Agencies / Local Jur									
2	TASK 2 - Data Collection Review	12 wks	Mon 4/30/18	Mon 7/23/18											
6	Existing Studies	4 wks	Tue 5/1/18	Mon 5/28/18	3	Existing Studi			5/28		·	+			
6	Technical Data and As-builts	4 wks	Tue 5/1/18	Mon 5/28/18	3	Technical Data and As-built			5/28	1					
	Field Review	1 wk 0 wks	Tue 5/29/18 Mon 4/30/18		14,15 3	Base Mapping (from Caltrain		d Review	6/4						
	Base Mapping (from Caltrain) Traffic Data Collection and Review	8 wks	Tue 5/29/18		15	Base Mapping (from Caldain Traffic Data C		Poview			7/23				-
	Right-of-WayResearch	4 wks	Tue 5/29/18		15		ght-of-Way			5/25					
6	UtilityResearch	8 wks	Tue 5/29/18	Mon 7/23/18	15		Utility F	Research			7/23				
	Draft Design Criteria	4 wks	Tue 5/29/18		15		Draft Desig	n Criteria		5/25		-			
	City Review	2 wks	Tue 6/26/18		21			(City Review						
	Final Design Criteria TASK 3 - TAC Meetings	2 wks 34 wks	Tue 7/10/18 Tue 5/1/18	Mon 7/23/18 Mon 12/24/18	22				rinal Design (Criteria 📩 🔤	1123				
	Convene TAC	4 wks	Tue 5/1/18	Mon 5/28/18	3	Convene TA			5/28			-			
8	TAC Meetings (8)	30 wks	Tue 5/29/18	Mon 12/24/18	25						6125779502127256973318597982287		COLUMN CONTRACTOR COLUMN		110-05-00-00-00-00-00-00-00-00-00-00-00-00
5	TASK 4 - Community Engagement	36 wks	Tue 5/1/18	Mon 1/7/19		TASK 4 - Community Engagemen Draft Community Engagement Pla	-			-					
	Draft Community Engagement Plan	1 wk	Tue 5/1/18	Mon 5/7/18	3	Draft Community Engagement Pla	5/100.5/			7					
	City Review Final Community Engagement Plan	1 wk 1 wk	Tue 5/8/18 Tue 5/15/18	Mon 5/14/18 Mon 5/21/18	28 29	City Final Community Engag	eview 🔽		4						
	Community Workshops (6)	28 wks	Mon 6/4/18	Mon 12/17/18	20	r marcolimunių Erigas	Community								
-	Work shop #1	0 days	Mon 6/4/18		28FS+4 wks				o#1 6/4			-			-
-	Work shop #2	0 days	Mon 7/2/18	Mon 7/2/18	32FS+4 wks				Workshop#						
	Work shop #3	0 days	Mon 8/13/18		33FS+6 wks					W	orkshop#3 🧙 8	#13			
	Work shop #4 Work shop #5	0 days	Mon 9/24/18 Mon 11/5/18		34FS+6 wks 35FS+6 wks								Workshop#4	9/24 Workshop#5	
	Workshop #6	0 days 0 days	Mon 12/17/18	Mon 12/17/18										worksnop#0	5 11/0
-	Community Engagement White Paper	31 wks	Tue 6/5/18	Mon 1/7/19		Communi	Engagemer	t White Pap	per						
	Workshop Summary#1	1 wk	Tue 6/5/18	Mon 6/11/18	32			p Summary				=			_
-	Workshop Summary#2	1 wk	Tue 7/3/18		33				Workshop Summary#						
	Workshop Summary #3	1 wk	Tue 8/14/18	the second second	34		1			Workshop S	Summary#3 🏋			4414	
	Workshop Summary#4 Workshop Summary#5	1 wk 1 wk	Tue 9/25/18 Tue 11/6/18	Mon 10/1/18 Mon 11/12/18								worksn	10p Summary #4 🎽	Workshop Summary #5	5 + 11/12
	Workshop Summary#6	1 wk	Tue 12/18/18	Mon 12/24/18									8	workshop Summary#S	Workst
-	Executive Summary	2 wks	Tue 12/25/18		39,40,41,42,43,44						10 11				
	Online questionnaire (2)	12 wks	Tue 6/5/18	Mon 8/27/18									1		
2	Questionnaire #1 Questionnaire #2	2 wks 2 wks	Tue 6/5/18 Tue 8/14/18	Mon 6/18/18 Mon 8/27/18	32		Q	uestionnair	e#1 🖌 6/18						
	Database of community/ stakeholder comments	20 wks	Tue 5/22/18		30	Database of community / stakeh	dorcommo			Ques	tionnaire#2 📩	8.	127	10/8	
<u> </u>	Website Input	20 wks	Tue 5/22/18		30	Ductivitie of bolinning i starten	Website I					4 10 10 10 10 10 10 10 10 10 10 10 10 10		10/8	
-	Content for Direct Mailings (4)	20 wks	Tue 5/22/18	Mon 10/8/18	30	Content for D								10/8	
	3D graphics / photo simulations (8)	6 wks	Tue 8/21/18		60					3D graphics/ photo		CONSTRAINT		10/1	
_	3D 360 video flyovers (4)	6 wks	Tue 8/21/18		60					3D 360 1	video flyovers (4)	Name and Address		10/1	
	TASK 5 - Alternative Analysis Supplement Reports	26 wks 8 wks	Tue 5/15/18 Tue 7/3/18	Mon 11/12/18 Mon 8/27/18								+			
	Trenching and Tunneling White Paper	8 wks	Tue 7/3/18	Mon 8/27/18	33		Tre	nchingand	Tunneling White Pape			8	127		
0.	Palo Alto Financing White Paper	8 wks	Tue 7/3/18	Mon 8/27/18	33				o Financing White Pape			8	127		
-	Rail Corridor Circulation Study	8 wks	Tue 7/3/18	Mon 8/27/18					orridor Circulation Stud	/ 🛨		8	127		
<u>.</u>	Evaluate and select fe asible alternatives	8 wks	Tue 5/15/18		3FS+2 wks	Evaluate and select feasible a	ernatives	+		7/9		-			
-	Selection of feasible alternatives Draft Evaluation Report	0 wks	Mon 8/20/18 Tue 8/21/18	Mon 8/20/18 Mon 10/15/18	59,13FS+4 wks					Selection of feasi				40.14E	
2	City Review	8 wks 2 wks	Tue 10/16/18	Mon 10/15/18 Mon 10/29/18						DraftE	valuation Report	a constant		10/15 City Review 🚽 10	10/29
	Final Evaluation Report	2 wks	Tue 10/30/18	Mon 11/12/18										inal Evaluation Report	
	TASK 6 - Alternative Recommendation	22 wks	Tue 8/21/18	Mon 1/21/19	1					ASK 6 - Alternative F	Recommendation				
3	Develop draft concept plans for recommended alternatives	8 wks	Tue 8/21/18	Mon 10/15/18					Develop draft concept (-		10/15	
e l	Develop evaluation/ranking.matrix RECOMMENDED ALTERNATIVE	8 wks 0 wks	Tue 8/21/18 Mon 11/5/18	Mon 10/15/18 Mon 11/5/18						Develop evaluation	n/ranking matrix	-		10/15	-
5	Draft Summary White Paper	4 wks	Tue 11/6/18	Mon 11/0/18 Mon 12/3/18										MMENDED AL TERNATIVE Draft Summary White Paper	
	City Review	4 wks	Tue 12/4/18	Mon 12/31/18										franc Summary Write Paper	City
ř.	Final Summary White Paper	2 wks	Tue 1/8/19	Mon 1/21/19								_			
	TASK 7 - CAHSR Environmental Analysis Phase	30 wks	Tue 5/1/18	Mon 11/26/18											
	Draft Comments / Supplemental Information to CAHSR	30 wks	Tue 5/1/18	Mon 11/26/18		Draft Comments / Supplemental Information to CAHSF	_								
r R	Attend Meetings (2) TASK 8 - Financing Plan	30 wks 12 wks	Tue 5/1/18 Tue 8/21/18	Mon 11/26/18 Mon 11/12/18	1200	Attend Meetings (4								
	Provide financial advise on funding strategies	2 wks	Tue 8/21/18	Mon 9/3/18	60				Provide fi	nancial advise on fur	nding strategies	-	9/3	-	
8	Draft Rail Financing White Paper	6 wks	Tue 9/4/18	Mon 10/15/18							Rail Financing WI	nite Paper		10/15	
e	City Review	2 wks	Tue 10/16/18	Mon 10/29/18	76					07120000		and the second			10/29
	Final Rail Financing White Paper	2 wks	Tue 10/30/18	Mon 11/12/18	77					-			Final Rail F	inancing White Paper 🚽	11/12
	OPTIONAL SERVICES - Environmental Analysis and PSR	0 wks	Mon 1/21/19	Mon 1/21/19	70.45		-		1						
-	Begin CEQA and NEPA clearance support and PSR	0 wks	Mon 1/21/19	Mon 1/21/19	70,40		-								Begin CEG
			3		2					-					

City of Palo Alto Form Vers.: Aug. 5, 2019

Contract No. C18171057 Amendment No. 3

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City of Palo Alto Rail Program Management Services - Amendment No. 1 and 2

A	Task Name	Duration	Start	Finish	% Complete	Predecessors	16		017	2018		2019
~	NOTICE TO PROCEED - Original Contract	0 wks	Mon 4/23/18	Mon 4/23/18	100%		H2	H1 OTICE TO PRO	H2 H CEED - Original Contract		H2 H1	
	NOTICE TO PROCEED - Amendment No. 1	0 wks	Mon 6/24/19	Mon 6/24/19	100%				1000 Contraction of the second state of the		OCEED - Amendment No. 1	6/24
-	NOTICE TO PROCEED - Amendment No. 2 (assumed)	0 wks	Mon 4/20/20	Mon 4/20/20	0%			1			NOTICE TO PROCEED - Ame	endmen
	Task 1 - Project Management and Administration	131.2 wks	Mon 4/23/18	Mon 10/26/20	78%			1		4		_
~		1 day	Mon 4/23/18	Mon 4/23/18	100%	1			Kick-off Meeting	4/23		
	Performance and Quality Monitoring	131 wks	Tue 4/24/18	Mon 10/26/20	78%	5		Performan	ce and Quality Monitoring			_
					78%	5	Coordination M	Aeetings - includ	les City Council Meetings			
	Coordination Meetings - includes City Council Meetings	131 wks	Tue 4/24/18	Mon 10/26/20		5	Monthly In	voicing, Progre	ss Reports and Schedule			_
~	Monthly Invoicing, Progress Reports and Schedule	131 wks	Tue 4/24/18	Mon 10/26/20	78%	5				47		
~	Task 2 - Data Collection and Investigation	33.8 wks	Tue 4/24/18	Fri 12/14/18	100%						ψ ι ψ	
	Task 3 - Palo Alto Technical Advisory Committee (TAC)	4 wks	Thu 11/15/18	Wed 12/12/18	100%					4		_
~	Task 4 - Community Engagement	119.8 wks	Tue 4/24/18	Mon 8/10/20	88%				Develop outreach plar	6/	18	
~	Develop outreach plan	8 wks	Tue 4/24/18	Mon 6/18/18	100%	5					4	
~	Community Meetings	63 wks	Thu 8/23/18	Thu 11/7/19	100%				Community	Meeting #1	8/23	
~	Community Meeting #1	0 wks	Thu 8/23/18	Thu 8/23/18	100%				Con	munity M	eeting #2 💊 11/28	-
~	Community Meeting #2	0 wks	Wed 11/28/18	Wed 11/28/18	100%					Cor	nmunity Meeting #3 🔹 3/27	
~	Community Meeting #3	0 wks	Wed 3/27/19	Wed 3/27/19	100%						Community	Meetin
~	Community Meeting #4	0 wks	Thu 11/7/19	Thu 11/7/19	100%		c	- C	sory Panel (CAP) Meeting			
	Community Advisory Panel (CAP) Meetings (total 7)	30.2 wks	Wed 8/15/18	Wed 3/13/19	100%			Extende	ed Community Advisory P	anel (XCA	P) (through June 17, 2020)	-
	Extended Community Advisory Panel (XCAP) (through June 17, 2020)	52.2 wks	Wed 6/19/19	Wed 6/17/20	80%							
~	Town Hall Meetings	20 wks	Thu 2/20/20	Thu 7/9/20	0%							
	Town Hall #1	0 wks	Thu 2/20/20	Thu 2/20/20	100%							
	Town Hall #2 (Virtual)	0 wks	Thu 6/25/20	Thu 6/25/20	0%							
	Town Hall #3 (Virtual)	0 wks	Thu 7/9/20	Thu 7/9/20	0%							
111	Council Meetings	17.4 wks	Thu 4/9/20	Mon 8/10/20	0%					Rail wo	ork plan and contract amendr	ment p
	Rail work plan and contract amendment prints for Council	0 wks	Thu 4/9/20	Thu 4/9/20	0%			1		Take rai	I work plan and contract ame	.endme
	Take rail work plan and contract amendment to City Council	0 wks	Mon 4/20/20	Mon 4/20/20	0%							X
	XCAP update to Council	0 wks	Mon 6/8/20	Mon 6/8/20	0%						Council Discussion and	d Decis
~	Council Discussion and Decision on preferred alternative	0 wks	Mon 8/10/20	Mon 8/10/20	0%			Task 5 - Ide	ntify Alternatives for Anal	ysis 💊 6	i/19	
	Task 5 - Identify Alternatives for Analysis	0 wks	Tue 6/19/18	Tue 6/19/18	100%		Task 6 - Ide	entify Recomme	nded Alternatives for Ana	lysis 🖝		
	Task 6 - Identify Recommended Alternatives for Analysis	130.2 wks	Tue 6/19/18	Tue 12/15/20	28%	50 Hz				-		
	Alternatives for analysis augmented by amendment no. 1	68.8 wks	Tue 6/19/18	Fri 10/11/19	40%	39			Alternative Evalu	ation 🕳		
	Alternative Evaluation	68 wks	Tue 6/19/18	Mon 10/7/19	80%			1	i n	affic Impa	ct Analysis 4/5	
	Traffic Impact Analysis	16 wks	Mon 12/17/18	Fri 4/5/19	80%	14			Traffic Mic	ro-simulat	tion for Existing Conditions	-
	Traffic Micro-simulation for Existing Conditions	12 wks	Mon 6/24/19	Fri 9/13/19	0%	2,24					Traffic Mitigation	-
	Traffic Miligation	8 wks	Mon 6/24/19	Fri 8/16/19	0%	2,24		1	Embarcad	lero/Alma	Widening Concept Designs	-
	Embarcadero/Alma Widening Concept Designs	16 wks	Mon 6/24/19	Fri 10/11/19	0%	2					South Palo Alto Tunnel	-
	South Palo Alto Tunnel	16 wks	Mon 6/24/19	Fri 10/11/19	0%	2		South Palo	Alto Tunnel with freight a	t-grade se	parate from Caltrain tracks	-
	South Palo Alto Tunnel with freight at-grade separate from Caltrain tracks	16 wks	Mon 6/24/19	Fri 10/11/19	0%	2					Churchill Viaduct	
	Churchill Viaduct	16 wks	Mon 6/24/19	Fri 10/11/19	0%	2			-		New Ide	eas fro
III	New Ideas from XCAP	27 wks	Wed 12/11/19	Tue 6/16/20	25%					leet with \$	Staff and XCAP Technical Gro	oup (M
	Meet with Staff and XCAP Technical Group (Meadow)	23 wks	Wed 12/11/19	Tue 5/19/20	0%				M	eet with St	aff and XCAP Technical Grou	up (Ch
	Meet with Staff and XCAP Technical Group (Charleston)	21 wks	Wed 12/25/19	Tue 5/19/20	0%	51SS+2 wks					Layout, Typical Sections	& Ren
	Layout, Typical Sections & Renderings (Meadow)	7 wks	Mon 3/30/20	Fri 5/15/20	0%						Layout, Typical Sections & F	Render
~	Layout, Typical Sections & Renderings (Charleston)	7 wks	Mon 3/30/20	Fri 5/15/20	0%						Prepare noise	e evalu
	Prepare noise evaluation memo	16.8 wks	Mon 2/3/20	Thu 5/28/20	100%			1				-
	City Review	1 wk	Fri 5/29/20	Thu 6/4/20	95%	55					Prepare presentation	mater
~	Prepare presentation material for noise evaluation	0 wks	Thu 6/4/20	Thu 6/4/20	0%	56						Pr
	Prepare traffic memo	4.8 wks	Mon 4/13/20	Thu 5/14/20	100%					Prep	are animations for Churchill	and M
	Prepare animations for Churchill and Meadow/Charleston Alt	4 wks	Wed 5/20/20	Tue 6/16/20	0%	52		1				c
	Compile cost estimates	4 wks	Mon 5/18/20	Fri 6/12/20	0%	53,54						
	Outreach Materials	23 wks	Mon 2/3/20	Fri 7/10/20	0%			1	Outline an	d setup fo	r town halls, virtual town hal	lls and
	Outline and setup for town halls, virtual town halls and XCAP mtgs	23 wks	Mon 2/3/20	Fri 7/10/20	0%			1			Jpdate fact sheets, create ne	
	Update fact sheets, create new fact sheets for new ideas	4 wks	Mon 5/18/20	Fri 6/12/20	0%	53,54			-		Project Stud	
-	Project Study Report	61.4 wks	Mon 10/14/19	Tue 12/15/20	0%			1	Alternativ	es for ana	lysis augmented by amendm	ient no
	Alternatives for analysis augmented by amendment no. 1	12 wks	Mon 10/14/19	Fri 1/3/20	0%	42,43,44,45,46,47,48,49					, , ,	
	New Ideas from XCAP	12 wks	Wed 6/17/20	Tue 9/8/20	0%	53,54,55,56,57,58,59,60			-			
	Draft PSR	0 wks	Tue 9/8/20	Tue 9/8/20	0%	66,65						
-	City Review	4 wks	Wed 9/9/20	Tue 10/6/20	0%	67			-			
-	Revise PSR	4 wks	Wed 10/7/20	Tue 11/3/20	0%	68			-			
-	Final PSR	0 wks	Tue 11/3/20	Tue 11/3/20	0%	69		-		-		
-	Publish PSR	0 wks	Tue 12/15/20	Tue 12/15/20	0%	70FS+6 wks		1				
ITTE	Task 7 - CAHSR	8 wks	Wed 7/8/20	Tue 9/1/20	0%							
	Assist City	8 wks	Wed 7/8/20	Tue 9/1/20	0%			1				
	Task 8 - Financing Plan	4 wks	Wed 9/9/20	Tue 10/6/20	0%				-			
	Funding Advisory Services	4 wks	Wed 9/9/20	Tue 10/8/20	0%	8833		1				

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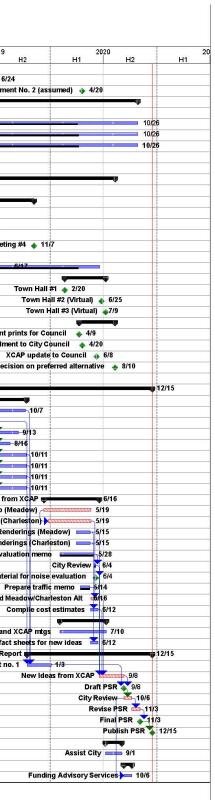


EXHIBIT "C" COMPENSATION

CITY agrees to compensate 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. 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.

	TASK	ORIGINAL CONTRACT NOT TO EXCEED AMOUNT	NOT TO EXCEED AMOUNT ADDED OR (SUBTRACTED) BY AMENDMENT NO 1	NOT TO EXCEED AMOUNT ADDED BY AMENDMENT NO 2	NOT TO EXCEED AMOUNT ADDED BY AMENDMENT NO 3
Task 1	Project Management	\$225,184.00	\$136,825	\$48,827	\$0
Task 2	Data Collection & Review	\$121,117.20	\$12,360	\$0	\$0
Task 3	Convene Technical Committee Meetings	\$51,873.60	(\$39,806)	\$0	\$0
Task 4	Community Engagement	\$285,885.60	\$470,050	\$79,626	\$0
Task 5	Identify Alternative	\$177,420.00	\$0	\$0	\$0
Task 6	Identify Recommended	\$312,523.20	\$387,406	\$178,419	\$0
Task 7	Assist with CAHSR Analysis Phase	\$32,424.00	\$0	\$0	\$0
Task 8	Financing Plan	\$28,032.00	\$59,290	\$0	\$0
	Reimbursables and Other	\$44,200.00	\$0	\$3,000	\$0
	Additional Services	0	\$180,000	\$0	\$80,000
T	I DTAL CONTRACT AMOUNT	\$1,278,66	\$1,206,126	\$309,872	\$80,000
М	AXIMUM TOTAL				\$2,874,658.00

TOTAL BASIC SERVICES (AMENDMENT NO. 2)	\$ 306,872.00
TOTAL BASIC SERVICES (AMENDMENT NO. 1)	\$1,026,126.00
TOTAL BASIC SERVICES (ORIGINAL CONTRACT	s1,234,460.00
Reimbursable Expenses	\$47,200.00
Additional Services	\$180,000.00
Additional Services (AMENDMENT NO. 3)	\$80,000.00
Maximum Total Compensation	\$2,874,658.00

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 \$2,500.00 shall be approved in advance by the CITY's project manager.

EXHIBIT "C-4" HOURLY RATE SCHEDULE

AMENDMENT NO. 3:

Table 1. Estimated Cost for Each Meeting with City Council or XCAP

			AEC	ОМ		Hexgon	Total
		\$326.20	\$280.95	\$220.98	\$206.80	\$290.00	
		Etty	Millette	Peter	Paul	Gary	
		Mercurio	Litzinger	DeStefano	Burge	Black	
	Meeting Preparation	4	16	20	4	8	52
	Attendance	4	4	4		4	16
	Total Hours	8	20	24	4	12	68
	Subtotal Cost	\$2,609.60	\$5,619.00	\$5,303.52	\$827.20	\$3,480.00	\$17,839
10%	Contingency						\$1,784
	Total (rounded to nearest \$1,000)					\$20,000	

AECOM 2021 RATE SCHEDULE

The services under this Agreement will be compensated in accordance with the following consultant rate schedule and adjusted annually

Name/Position/Title	Fully-Burdened Hourly Rates**
Principal Professional/Project Director	\$289 - \$412
Senior Project Manager	\$228 - \$358
Project Manager	\$208 - \$292
Lead Project Professional/Engineer	\$215 - \$394
Senior Project Professional/Engineer	\$164 - \$237
Sr. Designer/Lab, Field, or CADD Supervisor	\$144 - \$188
Sr. Technician*	\$126 - \$188
Sr. CADD Technician/Sr. Illustrator/Designer*	\$126 - \$183
Project Professional/Engineer	\$126 - \$214
Project Administrator/Controller	\$119 - \$183
Staff Professional/Engineer	\$106 - \$132
Junior Professional/Engineer	\$63 - \$107
Word Processor/Project Assistant/Editor*	\$71 - \$145
Technician*	\$63 - \$158
CADD Technician/Illustrator*	\$71 - \$130
Clerk/Administrator/Intern*	\$38 - \$117

* Overtime premium charged at cost where required by law for non-exempt employees

** Bill rates are computed as actual pay rate at time of service plus current FAR multiplier plus 10% fee (raw labor + 130.70% for FY 2020 plus 10% fee = 253.77%)

** Salaries are adjusted each January 1, but individual merit or promotional increases may occur at any time.

Hexagon 2021 Billing Rates

Professional Classification	Rate per Hour
President	\$290
Principal	\$250
Senior Associate II	\$230
Senior Associate I	\$215
Associate II	\$195
Associate I	\$175
Planner/Engineer II	\$155
Planner/Engineer I	\$125
Admin/Graphics	\$110
Senior CAD Tech	\$95
Technician	\$75

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Billing rates shown are effective January 1, 2021 and subject to change January 1, 2022.