



City of Palo Alto

City Council Staff Report

(ID # 9100)

Report Type: Consent Calendar

Meeting Date: 4/16/2018

Summary Title: Rail Contract with AECOM

Title: Approve and Authorize the City Manager or His Designee to Execute the Attached Contract with AECOM in the Railroad Grade Separation and Safety Improvements Project (PL-17001) in an Amount Not-to-exceed \$1,278,660 for Planning, Community Engagement, Engineering, and Environmental Analysis Services Related to Railroad Grade Separations (the "Connecting Palo Alto" Program), Subject to Authorization of Individual Task Orders when Funding is Available

From: City Manager

Lead Department: Planning and Community Environment

Recommendation

Staff recommends that the City Council approve and authorize the City Manager or his designee to execute a contract (Attachment A) in the Railroad Grade Separation and Safety Improvements Project (PL-17001) in an amount not to exceed \$1,278,660 for planning, community engagement, engineering, and environmental review services associated with the Connecting Palo Alto project to grade-separate Caltrain crossings in Palo Alto subject to authorization of individual task orders when there is funding available.

Note: The contract is task-order based, and the consultant will be authorized to begin work on tasks only as/if funding is available. Approximately \$800,000 is currently available in CIP PL-17001 in FY 2018. As part of the Proposed FY 2019 Capital Budget process, an increase to PL-17001 will be recommended for the additional funding needed for the balance of this contract.

Executive Summary

The attached contract is needed to complete the planning, community engagement, engineering, and environmental review tasks necessary to advance Caltrain grade separations in Palo Alto. The AECOM team offers skills and experience to advance the Connecting Palo Alto project, compete for available funding, and start construction prior to commencement of High

Speed Rail service or equivalent Caltrain frequencies. The AECOM contract replaces a contract with Mott McDonald, which was cancelled early this year, leaving approximately \$700,000 in CIP PL-17001.

Background & Discussion

At its February 5, 2018 retreat, the City Council adopted “Selecting a preferred grade separation alternative by December 2018” as its goal under the Council priority of *Grade Separations*. This goal was set based on understanding the time sensitivity of decisions needed in order to expeditiously plan, fund, design, and construct the rail grade separations needed to address community safety, access, and traffic congestion concerns throughout Palo Alto.

Even under an aggressive timeline, the steps necessary to proceed with completing grade separations will likely span the upcoming decade. These steps and the timeframes involved are summarized below:

Figure 1. Connecting Palo Alto Timeline

Date	Action / Milestone
2018	
1-Apr-18	Award new consultant agreement
30-Jun-18	Select alternatives to analyze
13-Dec-18	Select preferred alternative
2019	
30-Jun-19	Circulate Draft EIR
31-Dec-19	Certify EIR & select preferred alternative
2020	
31-Jan-20	Approve agency agreements for managing construction
1-Feb-20	Begin preliminary design
1-Dec-20	Begin final design
2021	
1-Nov-21	Acquire properties?

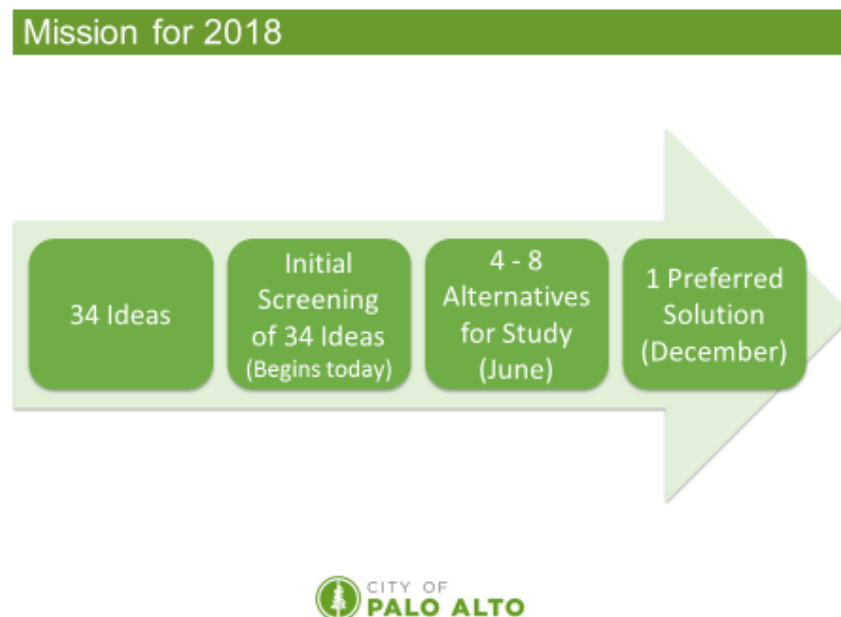
2022	
1-Nov-22	Obtain agency permits/ approvals
2023	
31-Jan-23	Award and construct project(s)
1-Mar-23	Start construction
2028	
31-Dec-28	Finish construction

Source: City Of Palo Alto, February 2018

Achieving the timeline described above is dependent on the City's ability to select a preferred alternative by the end of 2018. Over the last year, the City has undertaken an extensive citywide engagement effort to establish a broad awareness of the need and issues associated with constructing rail grade separations to ensure Palo Alto's community connectedness is maintained in the face of imminent electrification and increased train traffic on the Caltrain corridor. This has generated 34 discrete ideas for grade separations, which the Rail Committee is currently reviewing in anticipation of City Council discussion in May or June (or both).

The next steps in decision-making will be to narrow these 34 ideas into a handful of alternatives to be studied in detail. With an estimated \$200,000-300,000 cost and time required to study each alternative, it will be important that timely decisions be made to narrow the ideas to a small number of the most viable alternatives. This will enable more detailed study and selection of a preferred solution.

Figure 2. Connecting Palo Alto Summary of 2018 Tasks



Source: City of Palo Alto February 2018

To support this process, the City refined the scope of consultant assistance needed and issued a request for proposals (RFP) on January 25, 2018. The scope of work emphasized the need for an enhanced focus on efficient program management, interactive public engagement, grade separation concept visualization resources, and alternatives identification and evaluation. AECOM was the only firm that responded to the RFP and the proposed contract with AECOM marks an important prerequisite for the expanded community engagement that will be needed for the transition from ideas to feasible alternatives and ultimately one preferred solution for environmental review.

Policy Implications

Grade separations along the Caltrain corridor are a City priority, as evidenced by Comprehensive Plan Policy T-3.15 "Pursue grade separation of rail crossings along the rail corridor as a City priority." The proposed contract would advance this priority and respond to

Program T3.15.1: *“Undertake studies and outreach necessary to advance grade separation of Caltrain to become a “shovel ready” project and strongly advocate for adequate State, regional, and federal funding for design and construction of railroad grade separations.”*

Resources Impact

The Railroad Grade Separation and Safety Improvements CIP (PL-17001) contains approximately \$800,000 in FY 2018 for this contract. As part of the Proposed FY 2019 Capital Budget process, an increase to PL-17001 will be recommended for the additional funding needed for the balance of this contract subject to available funding in the Capital Improvement Fund and Council approval. The proposed contract is task-order based, and the consultant will be authorized to begin work on tasks only as/if funding is available.

Environmental Review

The proposed contract is not a “project” requiring review under the California Environmental Quality Act (CEQA). However the contract will enable preparation of environmental documents necessary to achieve compliance once a preferred alternative is identified.

Attachments:

C18171057 AECOM Rail Program Management Services Contract Council Ready (PDF)

CITY OF PALO ALTO CONTRACT NO. C18171057
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 23rd day of April, 2018, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and AECOM TECHNICAL SERVICES, INC., a California corporation, located at 300 Lakeside Drive, Suite 400, Oakland, California, 94612 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide program management, enhanced community engagement services, grade separation planning and alternatives analysis, and technical assistance on rail engineering and design. ("Project") and desires to engage a consultant to provide Services in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through April 22, 2021, unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of

CONSULTANT.

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 Million Two Hundred Seventy Eight Thousand Six Hundred Sixty Dollars (\$1,278,660.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. 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 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. RESERVED.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING. Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

Alta Planning + Design
100 Webster St #300
Oakland, CA 94607

Apex Strategies
1215 K St.
Sacramento, CA 95814

Merrill Morris Partners
249 Front St.
San Francisco, CA 94111

WRECO
1000 Broadway Suite 475
Oakland, CA 94607

TJKM Transportation Consultants
4305 Hacienda Dr. Suite 550
Pleasanton, CA 94588

CONSULTANT shall be responsible for directing the work of any subconsultants and for any

compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Ramsey Hissen as the Principal-in-Charge to have supervisory responsibility for the performance, progress, and execution of the Services and Etty Mercurio as the Project Manager to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Joshua Mello, Planning & Community Environment Department, Transportation Division, 250 Hamilton Avenue, Palo Alto, CA 94303, Telephone: (650) 329-2136. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court

costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be

construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.30 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10 All unchecked boxes do not apply to this agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

CONTRACT No. C18171057 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

AECOM TECHNICAL SERVICES, INC.

DocuSigned by:

EEBD4C66D3EC419...
R. Martin Czarnecki

Authorized Signatory

APPROVED AS TO FORM:

DocuSigned by:

EAB05EEDA4CC4A1...
Neil Harris

Vice President, Authorized Signatory

Attachments:

EXHIBIT "A":	SCOPE OF SERVICES
EXHIBIT "B":	SCHEDULE OF PERFORMANCE (Includes Attachment "B" Schedule)
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	SCHEDULE OF RATES
EXHIBIT "D":	INSURANCE REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

CONNECTING PALO ALTO RAILROAD GRADE SEPARATION PROGRAM

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INTRODUCTION

CITY is seeking to engage CONSULTANT to provide program management, enhanced community engagement services, grade separation planning and alternatives analysis, and technical assistance on rail engineering and design.

PROJECT UNDERSTANDING

The City of Palo Alto is bisected by the Caltrain corridor which runs in a north-south direction through the length of the City. While CITY enjoys the benefits of rail service, it also has to deal with the impacts of traffic congestion and the community's concerns about safety and noise. In addition, CITY is preparing for increases in passenger rail service due to Caltrain's Electrification Project and the probable California High-Speed Rail (CAHSR) Project.

Since 2009, the Palo Alto rail corridor has been the subject of considerable discussion and community focus. CITY has undertaken multiple studies over the years to assess mobility and the impact of the Caltrain corridor and Caltrain operations have on that mobility. The more recent studies have focused on improving mobility access across the corridor through grade separating one or more of the at-grade crossings and adding additional pedestrian/bicycle crossings. These studies have shaped CITY's rail corridor planning efforts and has been a collaborative process with involvement and outreach among CITY staff, CITY Rail Commission, CITY Council, local community, adjacent local jurisdictions, stakeholders, and individuals. CONSULTANT will build from the previous studies and will work collaboratively with CITY staff and the various stakeholders to continue this coordination, collaboration and outreach for the successful completion of this project's next phase. This effort will also include working with CITY's other consultants on urban design, complete streets and streetscape designs.

Currently there are four multi-modal (vehicular, pedestrian, and bicycle) at-grade crossings, three grade separated multi-modal crossings, and two pedestrian/bicycle crossings of the Caltrain Corridor within Palo Alto. CONSULTANT recognizes the significant impacts the Caltrain corridor imposes on Palo Alto and CITY's determination to move forward aggressively to eliminate and minimize those impacts by providing community supported and context sensitive solutions. The focus of this project will be to identify preferred grade separation alternatives for the at-grade crossings by the end of 2018 with Charleston Road and East Meadow Drive being the first priority. The other two crossings to be studied include Churchill Avenue and Palo Alto Avenue. This will be an important milestone in moving the Connecting Palo Alto Program forward.

In order to move this project forward, it is critical that consensus and support be obtained from a large number of stakeholders. A key factor in obtaining consensus and support of a preferred alternative is to develop high quality graphics and visual simulations that illustrate the issues of the alternatives. To that extent, the CONSULTANT team has experience in developing 3-D animations and graphics coupled with a solid outreach program to gain community and stakeholder support on grade separation projects along the Caltrain corridor.

Understanding Caltrain operations and criteria is critical in knowing how to work around an operating commuter rail without disrupting its revenue service. Alternative evaluation needs to carefully consider Caltrain's operational requirements and how construction will not impact

weekday revenue service and have minimal impact on weekend revenue service. Grade separation alternatives will need to account for PTC, electrification and HSR design criteria and constraints especially in regards to construction phasing and staging.

Funding is another critical component of the project for identifying financial approaches and models for the design and construction of grade separations. CITY has already started this process with its published Rail Financing White Paper issued in November 2017 that identified several funding sources that included Santa Clara County Measure B and California Section 190 funding sources. These funding sources are highly competitive and given the competitive environment to obtain these funds it is paramount to progress projects quickly to get to the front of the queue and take advantage of the funding opportunities. Because these funding sources will not be enough to construct the total project and CONSULTANT will work with CITY staff to investigate other funding sources and revenue streams to develop a feasible total financing plan.

PROJECT HISTORY

Beginning in 2009, the Palo Alto rail corridor has been a subject of considerable discussion and community focus in response to planned rail investments along the Caltrain rail corridor, specifically the California High Speed Rail project and the Peninsula Corridor Electrification Project. The following is a summary of the 2013 *Palo Alto Rail Corridor Study*, 2014 *Palo Alto Grade Separation and Trenching Study*, and 2017 *Comprehensive Plan*, the three essential planning studies which inform the present Rail Program planning effort, *Connecting Palo Alto*.

2013 Palo Alto Rail Corridor Study

The *Palo Alto Rail Corridor Study*, begun in November 2010 and adopted by CITY Council in January 2013, was initiated in response to California High Speed Rail and the Peninsula Corridor Electrification Project. The report focused on the rail corridor itself, circulation and connectivity, land use and urban design, and public facilities within a defined boundary on either side of the rail corridor traversing the entire CITY. A 17-member task force provided ongoing input and recommendations for consideration by CITY Council.

While land use, multimodal circulation, and urban design were elements of the study, a key Task Force recommendation related to the rail corridor was to add new policies as part of the *Comprehensive Plan* update that stated: “CITY’s preferred vertical alignment for fixed rail in Palo Alto is below grade;” and “CITY is opposed to an elevated alignment of rail in Palo Alto.”

2014 Palo Alto Grade Separation and Trenching Study

The *Palo Alto Grade Separation and Trenching Study* was a conceptual engineering effort that provided preliminary information on the potential impacts and cost of construction for a range of roadway and railway lowering alternatives. The findings in the *Palo Alto Grade Separation and*

Trenching Study were based on conceptual engineering documents prepared for community discussion. The report was not intended to make final determinations about which alternatives, if any, should be pursued.

The findings from the preliminary study were presented to CITY Council on October 20, 2014 and included analysis of the following intersections and alternatives:

1. A rail corridor trench from the vicinity of San Antonio Road to approximately Oregon Expressway, grade separating both Meadow Drive and Charleston Road, by retaining all roadways at-grade and lowering the railway below within an open trench.
2. Lowering the roadway beneath the railroad tracks at Churchill Avenue.
3. Lowering the roadway beneath the railroad tracks at Meadow Drive.
4. Lowering the roadway beneath the railroad tracks at Charleston Road.

Costs varied considerably for each alternative and the trackway grade approaching or departing the trenched segments was a major variable in determining the overall cost. The complete conceptual cost estimate is available in the 2014 Study and did not consider covering the trench in a manner that would necessitate mechanical ventilation.

The study also illustrated potential right-of-way needs for various alternatives; supporting a conclusion that trenching would result in fewer right-of-way impacts (i.e. property acquisitions) than other design alternatives.

2017 Comprehensive Plan

When the new Comprehensive Plan was adopted in November 2017, the following policy language was included:

“Pursue grade separation of rail crossings along the rail corridor as a City priority.” (Policy T-3.15) Additional policies and programs emphasize the desire to maintain access for automobiles, bicyclists, and pedestrians, address near-term safety and accessibility improvements, and call on CITY to “Undertake studies and outreach necessary to advance grade separation of Caltrain to become a “shovel ready” project and strongly advocate for adequate State, regional and federal funding for design and construction of railroad grade separations.” (Program T3.15.1)

Rail Corridor Timeline 2008 to Present

The following timeline summarizes key local, regional, and state decisions and milestones which have shaped Palo Alto’s rail corridor planning efforts to date.

2008

November California voters pass Proposition 1A, the *Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century*, authorizing issuance of \$9.95 billion of general obligation bonds to partially fund a statewide high-speed rail system.

2009

Winter The California High Speed Rail Authority begins the scoping process as part of the project-level environmental review for the San Jose-San Francisco project section. The number of tracks, vertical alignment, and horizontal alignment, among other factors were

major issues raised by CITY and other communities along the project section.

2010

- July CITY Council authorizes appointment of a 17-member task force to generate a community vision for land use, transportation, and urban design opportunities along the Caltrain corridor, particularly in response to improvements to fixed rail services along the tracks through Palo Alto.
- November The *Palo Alto Rail Corridor Study* is initiated as a component of CITY's response to planned rail investments along the Caltrain rail corridor, specifically the California High Speed Rail project, and potential modifications to Caltrain operations.

2011

- April U.S. Rep. Anna Eshoo, State Sen. Joe Simitian, and State Assemblyman Rich Gordon officially propose the "blended system" approach for the Caltrain corridor consisting of a primarily two-track system shared between Caltrain and future California High Speed Rail trains.
- August California High Speed Rail Authority technical peer review group supports principles identified in the blended system proposal.

2012

- April California High Speed Rail releases the *Revised 2012 Business Plan*, proposing Silicon Valley to Merced as the initial operations segment for high speed trains, and adopting the blended systems and operations approach for the San Jose-San Francisco segment along the Caltrain corridor. The blended system along the Caltrain corridor was described as "primarily a two-track system that will be shared by Caltrain, high-speed rail service, and current rail tenants."
- May The Peninsula Corridor Joint Powers Board (Caltrain) approves the Peninsula Corridor Electrification Project.
- July State Legislature passes Senate Bill SB1029, providing high speed rail funding for construction of the "blended system" as defined in the *Revised 2012 Business Plan*.

2013

- January State, regional, and local agencies establish a regional funding memorandum of understanding to support the blended system, which was further defined as "remaining substantially within the existing Caltrain right-of-way and will accommodate future high speed rail and modernized Caltrain service along the Peninsula corridor by primarily utilizing the existing track configuration on the Peninsula."
- January *Palo Alto Rail Corridor Study* approved by Palo Alto CITY Council.
- May Agreement signed between the California High Speed Rail Authority and Caltrain
- November CITY Council authorizes Hatch Mott McDonald to proceed with an analysis delivering a conceptual cost estimate for a range of preliminary grade separation alternatives south of

the California Avenue Caltrain Station. This work would become the 2014 *Palo Alto Grade Separation and Trenching Study*.

2015

October As part of a study session, CITY Council reviews *Palo Alto Grade Separation and Trenching Study* and discusses the report findings.

2016

September Caltrain awards contracts to Balfour Beatty to construct the electrification infrastructure and Stadler to manufacture high-performance electric trains. The electric trains are anticipated to be in service in 2022.

November Measure B is approved by Santa Clara County voters, which includes \$700 million for grade separations along the Caltrain Corridor in Santa Clara County.

2017

April CITY Council directs Staff to move forward with Context Sensitive Solutions Alternatives Analysis

May CITY hosts a Connecting Palo Alto: Community Workshop #1 to engage the public and receive insight on the current challenges and future goals of the rail program

June CITY sends out Community Questionnaire #1 to capture ideas and feedback from the community about issues / concerns related to grade crossings along the corridor

August CITY Council Rail Committee directs Staff to develop a white paper on trench scenarios, which will address constraints to a longer trench while providing a more extensive look at the Charleston-Meadow trench

September CITY council adopts Connecting Palo Alto Problem Statement, Goals, and Evaluation Criteria

CITY hosts a Connecting Palo Alto: Community Workshop #2 to review Connecting Palo Alto's problem statement, goals and evaluation criteria, and start discussing design alternatives and constraints for grade crossings in Palo Alto

October CITY Council Rail Committee receives a Presentation by the Chief Executive Officer of the Alameda Corridor East Construction Authority on their grade separation trench project.

November CITY hosts a series of three Community Roundtables to engage the public to help evaluate potential grade separation options at each of Palo Alto's four Caltrain rail crossings.

CITY Council Rail Committee receives a presentation by the City of Menlo Park on their Railroad Grade Separation Project at Ravenswood Avenue, Oak Grove Avenue and Glenwood Avenue.

CITY Council Rail Committee receives a presentation by City of Burlingame on their Broadway Railroad Grade Separation Project.

CITY Council Rail Committee reviews the draft Rail Corridor Circulation Study White Paper and the draft Rail Financing White Paper.

2018

January The Rail Team, comprised of multiple CITY departments and the CITY Manager's Office, implements a project reset in order to accelerate the planning, design and construction of railroad grade separations within Palo Alto. Tentative goals include narrowing the suite of alternatives by July 2018, adopting locally-preferred alternatives by December 2018, completing environmental analysis in 2019, beginning final design in 2020, and starting construction in 2023.

Connecting Palo Alto: Problem Statement

"While enhanced rail transit service is important to the City of Palo Alto, the Caltrain corridor creates a physical and visual barrier to east/west connectivity within the City, and is also the source of safety concerns for pedestrians, bicyclists and motorists, especially at existing at-grade crossings. The rail corridor also creates issues in surrounding neighborhoods, such as noise, vibration, traffic, and visual impacts. While the City of Palo Alto benefits from Caltrain service, and supports Caltrain modernization (including electrification), some of the issues experienced along the rail corridor will continue to get worse in the future with increases in Caltrain service and the probable addition of high speed rail."

Connecting Palo Alto: Objectives

- To recognize and build off of the previous rail corridor planning work
- To improve safety along the rail corridor
- To reduce the traffic congestion that occurs at existing at-grade crossings every time a train passes by
- To minimize right-of-way acquisitions by eminent domain and local road closures
- To improve circulation and access across the rail corridor for all modes of transportation
- To separate bicyclists and pedestrians from automobile traffic
- To deliver grade separations and circulation improvements in a timely manner
- To reduce train noise and vibrations and minimize visual changes along the rail corridor
- To support Caltrain service enhancements

Connecting Palo Alto: Evaluation Criteria

Tier 1 Criteria: Most Important

- East-West connectivity: facilitate movement across the corridor for all modes of transportation
- Traffic congestion: reduce delay and congestion for automobile traffic at rail crossings
- Ped/Bike circulation: provide clear and safe routes for pedestrians and bicyclists seeking to cross the rail corridor, separate from automobile traffic
- Rail operations: support continued rail operations and Caltrain service improvements
- Cost: finance with feasible funding sources

Tier 2 Criteria: Also Important

- Environmental impacts: reduce rail noise and vibration along the corridor
- Environmental impacts: minimize visual changes along the rail corridor
- Local access: maintain or improve access to neighborhoods, parks, schools and other destinations along the corridor while reducing regional traffic on neighborhood streets

- Cost: minimize right-of-way acquisition by eminent domain
- Construction: minimize disruption and the duration of construction

SCOPE OF WORK

CONSULTANT will manage the Project which will include required technical analyses of alternatives coupled with a comprehensive community and stakeholder engagement process aimed at identifying and implementing locally-preferred alternatives for modifications to the four existing at-grade crossings in Palo Alto. The locally-preferred alternatives may include modification to existing nearby grade separations. CONSULTANT's Project Manager will coordinate and manage the project in conjunction with CITY's Rail Team. The goal of this process is to conduct the necessary analysis and community engagement to identify locally-preferred alternatives before the end of calendar year 2018, with the hope of beginning environmental analysis in late 2018 or early 2019. A list of the tasks anticipated for project is listed below followed by a detailed description for each task and associated deliverables.

Task 1: Project Management

Task 2: Data Collection and Investigations

Task 3: Convene TAC Meetings

Task 4: Community Engagement

Task 5: Identify Alternatives for Analysis

Task 6: Identify Recommended Alternatives

Task7: Assist CITY with CAHSR Environmental Analysis Phase

Task 8: Financing Plan

Optional Services: Environmental Analysis and Project Study Reports

Task 1. Project Management

Task 1.1 – Project Management and Administration

CONSULTANT will provide project management for each task for the duration of the Project. Project management activities will consist of administration, coordination, and quality control, as follows:

- a. Prepare a Project Execution Plan (PXP) which includes scope, budget, team organization, roles, contacts, production standards, a project schedule, identification of deliverables, document control procedures, a health and safety plan and quality assurance and control plan.

- b. Supervise, coordinate, and monitor activities and product development for conformance with the scope of services and CITY standards.
- c. Interface with CITY staff to assure format consistency of all deliverables.
- d. Prepare a monthly invoice and progress report.

Task 1.2 – Performance and Quality Monitoring

As part of the PXP, CONSULTANT will prepare a project specific Quality Assurance Plan (QAP) that defines the requirements for technical reviews and detailed checking for all draft and final work products including the work produced by CONSULTANT's subconsultants. The QAP will outline the quality assurance procedures and protocols CONSULTANT will use to make sure that all work performed on the project is checked and that all deliverables undergo a quality review before submittal to CITY.

Task 1.3 – Coordination Meetings

CONSULTANT will prepare for and attend a kick-off meeting to be followed by biweekly coordination meetings with CITY Rail Team and CITY staff. CONSULTANT will prepare meeting agendas to be distributed prior to the meetings and meeting minutes to be prepared and distributed within three to five days after a meeting. A list of action items and their status will be included with meeting handouts/minutes and will be discussed and updated at the meetings. For meetings with committees, CITY commissions, CITY council and other agencies, CONSULTANT will prepare PowerPoint presentations based on material already developed to date as requested by CITY staff.

Below is a list and number of anticipated meetings assumed in this scope of work:

- Kick-off meeting (assume 1)
- Design team coordination meetings (bi-weekly between April 2018 and February 2019 – assume 20)
- CITY Council Rail Committee meetings (assume 8)
- Planning and Transportation Commission meetings (assume 4)
- CITY Council meetings (assume 4)
- Project coordination meetings with other transportation agencies/local jurisdictions (assume 10)

Task 1.4 – Monthly Invoicing, Progress Reports and Schedule

Upon issuance of a notice to proceed from CITY, CONSULTANT will prepare a baseline schedule for this phase of the project which will be submitted to CITY staff for review and approval. This schedule then be updated each month and will accompany the monthly progress report that will be included with each monthly invoice.

Task 1 Deliverables:

- a. PXP and QAP
- b. Project baseline schedule
- c. Meeting materials (agenda, action item list, minutes, draft staff reports, etc.)

- d. Monthly invoices, progress reports, and updated schedule
- e.

Task 2. Data Collection and Review

Task 2.1 Review Existing Studies

CONSULTANT will gather and review documents and data prepared to date by CITY and CITY's consultants regarding grade separating the Caltrain corridor within CITY limits. These studies began in 2010 and include the following studies:

- *CITY of Palo Alto Comprehensive Plan* and plan update:
<http://www.cityofpaloalto.org/news/displaynews.asp?NewsID=654&TargetID=240>
- *2012 Palo Alto Bicycle + Pedestrian Transportation Plan*:
<http://www.cityofpaloalto.org/news/displaynews.asp?NewsID=499&TargetID=107>
- *2013 Palo Alto Rail Corridor Study*:
http://www.cityofpaloalto.org/gov/depts/pln/advance/rail_corridor_study.asp
- *2014 Palo Alto Grade Separation and Trenching Study*:
<http://www.cityofpaloalto.org/civicax/filebank/documents/44297>
- Work completed to-date on the *Connecting Palo Alto* Context Sensitive Solutions Alternatives Analysis Process

Task 2.2 Technical Data and As-Built

CONSULTANT will collect and review data collected or generated by CITY's previous Connecting Palo Alto consultants. This will include existing as-built data for roadways and adjacent facilities. This research will serve as one of the resources for establishing the existing conditions of the Project site. Data collection will support alternative assessment and will be critical input for construction cost estimates and alternative impact evaluation.

Caltrain will provide current and long-range projections for average ridership and boarding numbers for Caltrain service at the stations within the City of Palo Alto. This data will include local and regional transit services which connect to Palo Alto's regional stations such as VTA. In addition, this information will include the mode split of Caltrain passengers arriving at stations within Palo Alto.

Palo Alto will provide information on proposed development sites near or within the project area and their current status.

Other data to be collected by CONSULTANT includes the following:

- Data and files from CITY's previous Connecting Palo Alto consultants, including: initial data provided by CITY; circulation study modeling data, inputs and outputs; financing data and analysis tools; public comment database and all related records, files, and other collateral; list of potential alternatives and any analysis results generated to-date; and all other files, tools, products, collateral created by the previous Connecting Palo Alto consultants.
- Any available and pertinent as-builts

- If available from Caltrain, current and long-range projections for average ridership and/or boarding numbers:
 - Weekday and weekend Caltrain service at: San Antonio, California Avenue, and Palo Alto Caltrain stations
 - Relevant local and regional transit services which connect to Palo Alto's regional rail stations, such as VTA
- If available from Caltrain, mode split of Caltrain passengers arriving and departing the San Antonio, California Avenue, and University Avenue Caltrain Stations
- Proposed development site plans near or within project area and their current status (to be furnished by Palo Alto)
- Right-of-way (ROW), boundary, and topographic survey, including utility locations, to the extent necessary for screening of alternatives
- Field observations and measurements, including multimodal traffic patterns, volumes, and high demand movements at key intersections affected by existing and future rail service. It is assumed Palo Alto has available traffic counts for the major streets impacted by the alternatives. For additional detail see Task 2.5.
- Comprehensive multimodal collision data at and adjacent to the crossings of the rail corridor. It is assumed this information would be available from Palo Alto and/or Caltrain.
- Caltrain's grade crossing hazards and gate downtime analyses
- Utility research, locations, and mapping
- Caltrain engineering standards

Task 2.3 Field Reviews

Site specific field reviews provide a unique perspective of the project challenges and community context that reviewing reports cannot provide. Therefore CONSULTANT will conduct an initial site visit to each at-grade crossing to identify the unique features that could impact design constraints, construction constraints, and environmental impacts.

Task 2.4 Base Mapping

CONSULTANT will utilize the topographic mapping data that was developed by Caltrain for their electrification project. This will be augmented by available GIS mapping. It is assumed that between the two there will be sufficient mapping for the project and supplemental field surveys will not be required.

Task 2.5 Traffic Data Collection and Review

Vehicular traffic congestion at the crossings and the safety of pedestrians and bicyclists are important contextual factors in the study area. In order to establish a firm understanding of existing conditions and future project we will collect and review the data generated to date. The existing available data for the Project area is assumed to include:

- Collision data adjacent to and at the at-grade crossings of the railroad tracks at the four subject roadways
- Traffic counts and summary of existing peak hour intersection operations at study intersections
- Future traffic projections

Under this task, CONSULTANT will collect the relevant data such as existing documents, studies, guidelines, collision data and available traffic data. Based on the data collected, CONSULTANT will identify missing data and develop a data collection plan to collect traffic data (peak hour turning movement volumes during peak periods, 24-hour traffic volumes, mode split, and multimodal traffic patterns) for all modes of transportation and submit to CITY for approval. Upon approval from CITY staff, CONSULTANT will collect traffic data for all modes of transportation.

CONSULTANT will conduct field observations to document existing conditions in the vicinity of the project. Based on the collision data collected, collision analysis will be performed. CONSULTANT will generate a Draft and Final White Paper documenting work completed under this task. Under this task, CONSULTANT will also assist the Project Team to develop the Project Description, Objectives of the Project and Design Criteria Document for the Project.

Task 2.6 Right-of-Way Research

Using existing record map information, the properties in the vicinity of the proposed grade separations will be identified. This information will become the basis for screening alternatives and developing cost estimates for alternatives.

Task 2.7 Utilities

CONSULTANT will contact utility owners to obtain the most recent as-built information. It is assumed existing as-builts will show existing utilities adjacent to and within the rail corridor. CONSULTANT will coordinate with CITY staff on CITY utilities such as water and sewer to gather this information. Using the existing as-built information for the area, utilities will be shown on the base map for the purposed of evaluating alternatives. Exhibits derived from the plans that are used for public outreach materials may not show information deemed security sensitive. This initial utility information will become the basis for screening alternatives and developing cost estimates for relocation or protection in place.

Task 2.8 Design Criteria

Caltrain has operational requirements and constraints associated with track design and rail operations that will be part of the design criteria. In addition, provisions for a probable CAHSR will need to be included in the design criteria. The design criteria and operational constraints will be used in a risk analysis matrix to screen and evaluate alternatives.

Task 2 Deliverables (assumes one round of review):

- a. Base mapping that shows existing utility and right-of-way information
- b. Draft and Final Design criteria
- c. Draft and Final White Traffic Study Paper

Task 3. Palo Alto Technical Advisory Committee (TAC)

CITY has already convened some TAC meetings which is a standing group of senior staff agency representatives from the following agencies:

- California High-speed Rail Authority
- Caltrain (Peninsula Corridor Joint Powers Board)
- Caltrans District 4 Traffic Operations
- City of Menlo Park
- City of Mountain View
- City of Palo Alto Planning and Community Environment Department
- City of Palo Alto Public Works Department
- City of Palo Alto Utilities Department
- Palo Alto Pedestrian and Bicycle Advisory Committee
- Palo Alto Transportation Management Association (PATMA)
- Palo Alto Unified School District (and interested site administrators)
- SamTrans
- Santa Clara County Roads and Airports Department
- Santa Clara Valley Transportation Authority
- Santa Clara Valley Water District
- Stanford University
- Union Pacific Railroad

CONSULTANT will work with CITY staff to prepare materials and present them at TAC meetings (assume a total of 8). CONSULTANT will coordinate with CITY staff on the goals for each meeting and prepare agendas and meeting materials accordingly. Minutes of the meetings will be prepared and together with key meeting materials and will be part of updates to be given to CITY Council Rail Committee on the TAC process. TAC meetings will be held on an as-needed basis at key decision points. The TAC will provide a forum for engagement with staff from the agencies with special knowledge about the rail corridor. The TAC will help the Rail Team and community identify the technical opportunities and constraints for various alternatives. The TAC will not, in and of itself, be making any decisions regarding the Connecting Palo Alto program.

Task 3 Deliverables:

- a. TAC Committee member directory
- b. Meeting agendas, materials, and minutes
- c. Meeting presentations (PowerPoint)

Task 4. Community Engagement

For this critical component, CONSULTANT will develop an outreach plan in coordination with CITY staff that is designed to keep the community informed and will solicit input from a broad range of stakeholders. The stakeholders include local residents and businesses in proximity to the corridor and organizations that represent special interest groups such as bicyclists, including commuter and recreational bicyclists. Many community interests need to be considered in this Project in addition to the more formal interests of local agencies such as Caltrain. The community has been engaged with this project for a number of years and it is imperative that this open communication and collaboration process continue. This effort would include the following services:

- a. CONSULTANT will work with CITY staff to prepare and implement a detailed community engagement plan which identifies project goals, messages, tools and techniques, project protocols, relevant stakeholders, proposed materials, and anticipated schedule with desired meeting milestones, and contact information.
- b. CONSULTANT will compile and code a database of community comments and stakeholders from CITY's previous Connecting Palo Alto contractor. CONSULTANT will then maintain and build on this database throughout the project work.
- c. CONSULTANT will prepare a Frequently Asked Questions (FAQ) sheet and will update the FAQ following a public outreach workshop
- d. CONSULTANT will create and maintain a graphically-pleasing interactive project website, with both desktop and mobile formats, which includes all relevant project information throughout the term of this contract
- e. CONSULTANT will present selected feasible alternatives, scoring, and rankings to the community through outreach meetings and the project website.
- f. CONSULTANT will prepare for and facilitate six community workshops.
- g. CONSULTANT will prepare draft and final community engagement white paper that describes and summarizes the community input collected as part of the project (community engagement report prepared by CITY's previous Connecting Palo Alto contractor can be supplemented)
- h. CONSULTANT will prepare content for and administer two (2) online questionnaires
- i. CONSULTANT will prepare content for four direct project mailings. CITY will send out the mailings – CONSULTANT has not included budget for mailing in the scope of work.
- j. CONSULTANT will prepare eight (8) 3-D renderings/photo simulations for select alternatives. The views should include at least the following views:
 - k. Views looking west and east towards crossing
 - l. Views looking north and south along Alma Street
 - m. Street-level views of crossing
- n. CONSULTANT will prepare four 360-degree color 3-D flyover animated videos for select alternatives. *Graphic renderings/photo simulations and animated videos will be detailed and include realistic representations of color, light, form and scale.*

Task 4 Deliverables (it is assumed there will be one round of review for each document):

- a. Draft and Final Community Engagement Plan
- b. Compile, Code and Maintain database of community/stakeholder comments
- c. Project website
- d. Preliminary alternatives scoring and ranking PowerPoint presentation
- e. Draft and Final Community Engagement White Paper
- f. Two online questionnaires
- g. Content for direct mailings (up to 4)
- h. Detailed color 3-D graphic renderings/photo simulations (up to 8)
- i. 360 degree color 3-D flyover animated videos (up to 4)

Task 5. Identify Alternatives for Analysis

CITY has already commenced the identification of alternatives for analysis. Completion of this task may require CONSULTANT to supplement several subtasks. Subtasks include:

- a. Supplement the draft *Trenching, Tunneling, and Hydrology White Paper*, which includes a high-level analysis of constraints, issues, and life-cycle costs associated with tunneling and trenching alternatives
- b. Supplement the draft *Rail Financing White Paper*, which includes a high-level analysis of funding that may be available to CITY for grade separations
- c. Supplement the draft *Rail Corridor Circulation Study*, which attempts to estimate the effect on traffic circulation under ten (10) different scenarios that were modeled using the regional and local travel demand model
- d. Review and revise the initial screening of alternatives, which includes 34 ideas scored and ranked on initial screening criteria including: construction feasibility, cost, funding competitiveness, visual Impact, noise/vibrations, construction difficulty and impact, intermodal station connectivity, multimodal surface transportation system impacts, neighborhood connectivity, property acquisition impacts, and long-term maintenance needs and expenses.
 - CITY is planning to screen most of the ideas in April 2018 prior to issuing the notice-to-proceed to CONSULTANT for this project. However, as noted in the pre-proposal meeting CONSULTANT will conduct some retroactive evaluations of screened ideas.
- e. Prepare a draft evaluation of alternatives suggested for evaluation during community engagement in late 2018, including a recommendation for up to eight (8) alternatives that should be subject to in-depth technical analysis

Task 5 Deliverables:

- a. Supplemental White Papers (3) as addenda to the existing reports issued to date
- b. Draft and Final Evaluation Report to include up to eight (8) alternatives

Task 6. Identify Recommended Alternatives

- a. CONSULTANT will develop 15% concept plans for up to eight (8) alternatives selected by CITY for more detailed design development and analysis. CITY anticipates that the definition of alternatives selected for analysis may involve an iterative process to understand the extent of the study area and the constraints of railroad track elevation, local circulation needs, and roadway and railroad conforms. The plans will include the following information:
- Title sheet
 - Roadway and trackway plans and profiles including right-of-way and utility as-built information as reference file information
 - Roadway and trackway cross sections at critical locations
 - Structure general plan(s)

The concept plans for the alternatives selected (assumed to be up to 8)¹ for analysis will incorporate traffic circulation and multi-modal access evaluations, geotechnical evaluations, structural type selections, hydraulic evaluations, utility conflict evaluations, constraints analysis, preliminary cost analysis, economic and community impact analysis, construction phasing/sequencing impacts, and multi-modal transportation impact analysis. A discussion of the potential construction methods and construction sequencing impacts to be considered, including advantages and disadvantages, is included in this task. Impacts to possible future grade separations at all four project crossings shall also be evaluated for the alternatives selected for analysis. All concept plans shall consider future Caltrain electrification and high-speed rail options. Site plans, cross sections, and graphic renderings shall be developed to illustrate the concept plans for community engagement activities. The concept plans shall be developed to sufficiently illustrate the alternatives impacts to the community and the impacts to travel circulation patterns. In addition, this task effort will develop high-level construction cost estimates that identify key factors and issues. The concept plans will evaluate existing Caltrain station amenities and buildings and other connections to other transit modes.

The task effort will include the following:

- i. Following direction from CITY, develop evaluation criteria and evaluate each of the alternatives selected for analysis against this criteria, which shall include: impacts to local street network, effects on traffic congestion and delay, pedestrian and bicyclists mobility, impacts to rail operations, financial feasibility, effects on noise and vibration, visual impacts to surrounding community, access to neighborhood destinations, property requirements, construction impacts, and other relevant criteria
- ii. Provide a summary evaluation matrix comparing the alternatives selected for analysis against the evaluation criteria with citations to pertinent technical data

- iii. The conceptual plans will be developed at a level to understand local circulation needs, constraints on railroad track profiles, as well as constraints of roadway and railroad conforms. The conceptual design of the alternatives will address key parameters that include traffic circulation and multi-modal access, geotechnical challenges, structural type selections, hydraulic analysis, major utility conflicts, constraints analysis, preliminary cost, economic and community impacts, construction phasing/staging impacts, and multi-modal transportation impacts. The conceptual plans will also take into account existing Caltrain station amenities and buildings and connections to other transit modes in addition to future Caltrain electrification and high-speed rail infrastructure. The plans will include: site plans; cross sections; and three-dimensional graphic renderings/simulations for the alternatives selected for analysis to adequately illustrate the alternatives for reports and community engagement activities. The materials should be developed at a relatively high level, but should be sufficiently detailed to illustrate the alternatives and impacts to the community, to illustrate the impacts to travel circulation patterns, to develop high level construction cost estimates, and to identify key factors and issues
- iv. CONSULTANT will prepare preliminary cost estimates for up to eight (8) alternatives that will contain (at a high level) life-cycle costs for maintenance. This would include alternatives that may not be maintained by Caltrain.
- v. During design development and plan preparation, CONSULTANT will coordinate with Caltrain and UPRR, and other agencies with planning, design, and construction approval authority, as needed to complete this task.

b. Once the plans are prepared the following subtasks will be performed:

CONSULTANT will coordinate with CITY to determine the evaluation criteria to be used in review and evaluation of the alternatives and rank their relative performance. A detailed review of the alternatives will be performed which serves two main purposes:

1. It minimizes the time spent on an infeasible alternative. It is conceivable that a fatal flaw in one or more of the alternatives will be discovered during the early developmental stage. If so, CONSULTANT will document the decision to eliminate the alternative from further consideration and the rationale for doing so. This documentation is important because it will minimize the time spent on the alternative in the future if the alternative is revisited.
2. It ensures that the feasible alternatives are refined to an extent that eliminates the discovery of a design flaw in the future. This screening also saves time on rework of an alternative at a later stage of development.

Each alternative is expected to have its share of advantages and disadvantages. CONSULTANT will develop each alternative, receive input from the stakeholders, refine each alternative, summarize the costs of each alternative, and list the pros and cons of each alternative in a clear and concise format to better enable CITY to make a decision on a preferred alternative for each of the four locations.

- c. At the conclusion of alternative evaluation we will prepare a white paper summarizing Task 6 and presenting recommended alternatives with advantages and disadvantages, evaluation criteria and metrics used to determine the recommended alternatives. The white paper will focus on recommended alternatives, but will also summarize historical information previously prepared on other potential alternatives to inform decision makers on past work.
- d. Task 6 Deliverables
 - i. 15% Conceptual Level Plans (up to 8 alternatives)
 - ii. Preliminary Cost Estimates (up to 8 alternatives)
 - iii. Summary evaluation matrix
 - iv. Draft and Final Alternatives Development and Evaluation White Paper

Task 7. Assist CITY during CAHSR Environmental Analysis Phase

At CITY's request, CONSULTANT will attend relevant CAHSR EIR meetings and ensure that CITY's interests are represented during the environmental analysis process (Assumed a maximum of 2). CONSULTANT will review and summarize relevant information in the EIR documents and consult with CITY staff, Rail Team and/or CITY Council Rail Committee before helping to draft comments and providing supplemental information to the CHSRA to address CITY's concerns.

Task 7 Deliverables

- e. Draft EIR comments (1 round of review)

Task 8: Financing Plan

CONSULTANT will provide financial advisory services to assist CITY in developing a financial approach and model for the design and construction of the railroad grade separations (up to four locations). This could include strategies to financing based on projections of future business and sales tax revenues, state and federal funding, TIFIA and RRIF financing, and real estate strategies such as value capture and development of air rights.

Additional tasks (not included in this initial scope) could include refining the financing options outlined in the 2017 Rail Financing White Paper, developing project financing plans, projecting 2016 Measure B cash flow, and developing a cost-benefit analysis.

ADDITIONAL SERVICES

This project is funded through the Alternatives Analysis stage only. CONSULTANT has the capability to provide all the environmental services for CEQA and NEPA clearances for this project, including preparing project study Reports. Upon successful completion of Tasks 1 through 7 above and identification of the locally-preferred alternatives, CITY anticipates and may at its option require that CITY and CONSULTANT will begin negotiations for the next phase of the project, including Environmental Analysis and the preparation of up to four (4) Project Study Reports. Prior to commencement of any work under this provision, CITY Council authorization for award of additional contract(s) will be required.

**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. 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.

City of Palo Alto Rail Program Management Services

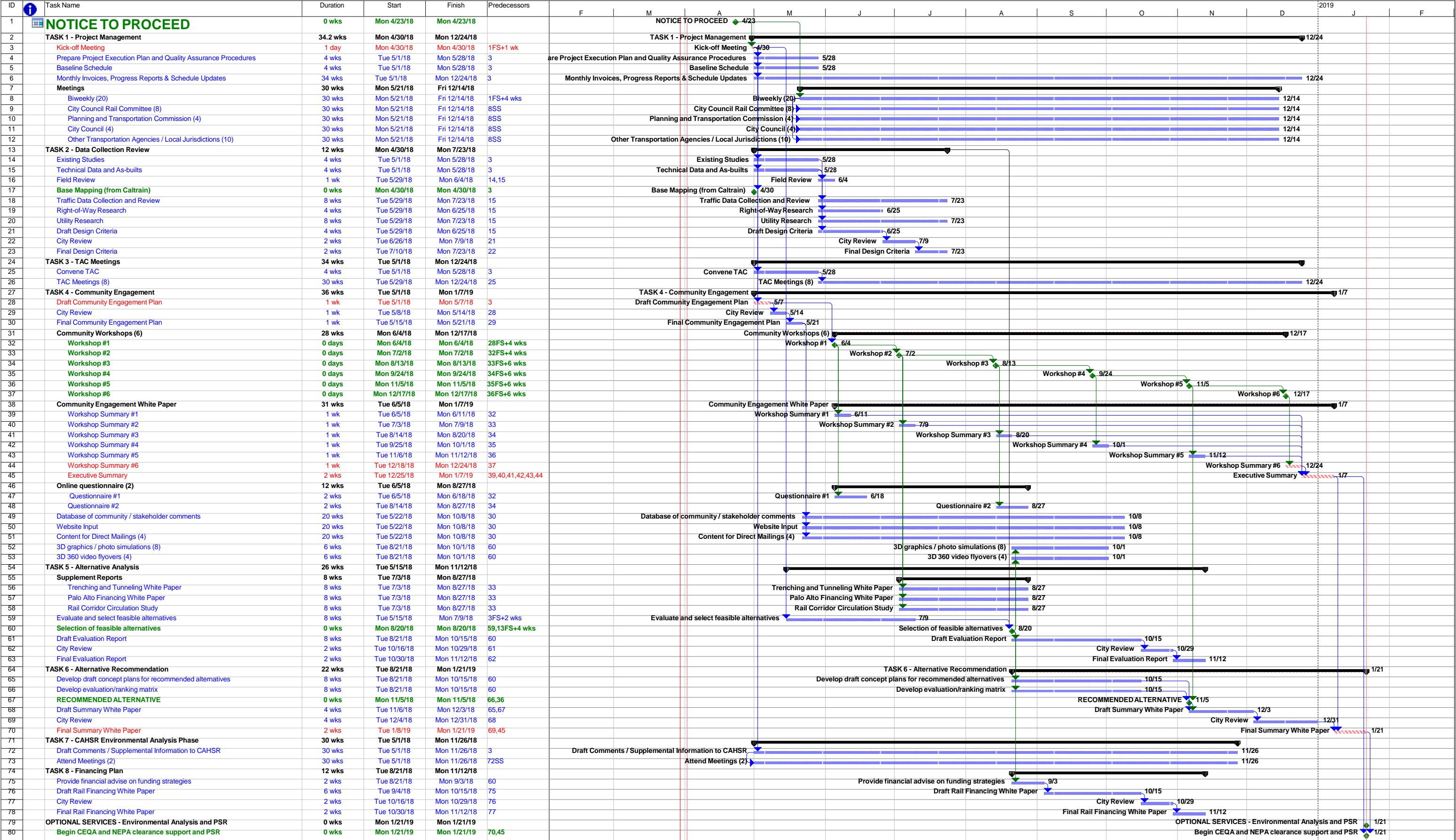


EXHIBIT “C” COMPENSATION

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)	\$225,184.00
Task 2 (Data Collection & Review)	\$121,117.20
Task 3 (Convene Technical Advisory Committee Meetings)	\$51,873.60
Task 4 (Community Engagement)	\$285,885.60
Task 5 (Identify Alternative Analysis)	\$177,420.00
Task 6 (Identify Recommended Alternatives)	\$312,523.20
Task 7 (Assist with CAHSR Environmental Analysis Phase)	\$32,424.00
Task 8 (Financing Plan)	\$28,032.00
Sub-total Basic Services	\$1,234,460.00

Reimbursable Expenses & Other Direct Costs (ODC)	\$44,200.00
Total Basic Services, Reimbursable expenses & ODC	\$1,278,660.00
Maximum Total Compensation	\$1,278,660.00

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 "C1" RATE SCHEDULE

CITY OF PALO ALTO
RAIL PROGRAM MANAGEMENT SERVICES
COST PROPOSAL

SCOPE	FIRM	LABOR CATEGORIES	ESTIMATED HOURS	HOURLY RATE (See note 1 and 2)	ESTIMATED COST	TASK TOTAL
Task 1 - Project Management						
A. Project Management and Administration						
Prepare and Update Project Execution Plan	AECOM	Project Manager	24	\$282.00	\$6,768.00	
Monthly reporting	AECOM	Sr. Administrative Assistant	24	\$90.00	\$2,160.00	
	AECOM	Project Manager	72	\$282.00	\$20,304.00	
	AECOM	Project Controls	48	\$195.00	\$9,360.00	
	AECOM	Sr. Administrative Assistant	48	\$90.00	\$4,320.00	
	APEX	Outreach Manager	24	\$258.00	\$6,192.00	
	MM	Principal Landscape Architect	6	\$202.00	\$1,212.00	
	MM	Landscape Architect/Project Manager	12	\$155.00	\$1,860.00	
	TJKM	Project Manager	6	\$253.00	\$1,518.00	
	TJKM	Project Controls/Sr. Administrator	12	\$108.00	\$1,296.00	
	Alta	Project Manager	6	\$227.00	\$2,200.00	
	Alta	Project Controls/Sr. Administrator	12	\$77.00	\$740.00	
	WRECO	Supervising Engineer	6	\$191.00	\$1,850.00	
	WRECO	Project Controls/Sr. Administrator	12	\$72.00	\$1,380.00	
B. Prepare draft staff reports and present at up to 8 City Council or Rail Committee Meetings, 4 Planning and Transportation Meetings, and 4 City Council Meetings (16 meetings total)						
1. Prepare 16 draft staff reports	AECOM	Project Manager	72	\$282.00	\$20,304.00	
2. Present at 16 meetings	AECOM	Sr. Administrator	72	\$90.00	\$6,480.00	
	APEX	Outreach Manager	12	\$258.00	\$3,096.00	
	TJKM	Project Manager	48	\$253.00	\$12,144.00	
	AECOM	Project Manager	96	\$282.00	\$27,072.00	
	AECOM	Lead Manager	96	\$245.00	\$23,520.00	
	APEX	Outreach Manager	48	\$257.00	\$12,336.00	
	Alta	Principal	12	\$281.00	\$544.00	
	TJKM	Project Manager	48	\$253.00	\$12,144.00	
			ODCs			\$1,000.00
C. Attend Agency Project Coordination Meetings (assume 6)						
	AECOM	Project Manager	48	\$282.00	\$13,536.00	
	AECOM	Project Engineer - RR Coordination	48	\$243.00	\$11,664.00	
	ALTA	Project Manager	12	\$227.00	\$880.00	
	TJKM	Project Manager	12	\$253.00	\$3,036.00	
		ODCs			\$500.00	
D. Quality Management						
	AECOM	QA Manager	48	\$246.00	\$11,808.00	
	MM	Principal Landscape Architect	12	\$202.00	\$2,424.00	
	TJKM	QA Manager	12	\$253.00	\$3,036.00	
					TASK 1	\$226,684.00
Task 2 - Data Collection and Review						
A. Collect and review existing documents and data						
	AECOM	Alternatives Analysis Manager	48	\$203.00	\$9,744.00	
	AECOM	Staff Engineer	48	\$200.00	\$9,600.00	
	AECOM	Project Engineer - Geotechnical	24	\$222.00	\$5,328.00	
	TJKM	Project Engineer Traffic	24	\$126.00	\$3,024.00	
	Alta	Project Engineer - Bike/Ped	12	\$120.00	\$1,440.00	
	WRECO	Staff Engineer	36	\$93.00	\$3,348.00	
		ODC - Traffic Data Collection			\$35,000.00	
B. Field Review						
	AECOM	Project Manager	10	\$282.00	\$2,707.20	
	AECOM	Alternatives Analysis Manager	10	\$203.00	\$1,948.80	
	AECOM	Structures Manager	10	\$253.00	\$2,428.80	
	AECOM	Support Services Manager	10	\$233.00	\$2,236.80	
	AECOM	Project Engineer - Geotechnical	10	\$225.00	\$2,160.00	
	TJKM	Task Leader	10	\$253.00	\$2,428.80	
	TJKM	Project Engineer Traffic	10	\$126.00	\$1,209.60	
	Alta	Project Engineer - Bike/Ped	10	\$120.00	\$1,152.00	
	MM	Landscape Architect/Project Manager	10	\$155.00	\$1,488.00	
	WRECO	Senior Engineer	10	\$181.00	\$1,737.60	
	WRECO	Associate Engineer	10	\$120.00	\$1,152.00	
		ODC			\$3,500.00	
C. Gather existing utility mapping and create utility map and matrix						
	AECOM	Support Services Manager	10	\$233.00	\$2,236.80	
	WRECO	Supervising Engineer	12	\$191.00	\$2,292.00	
	WRECO	Project Engineer - Utilities	48	\$120.00	\$5,760.00	
	WRECO	CADD	48	\$83.00	\$3,984.00	
D. Gather existing right of way mapping and create map and database						
	AECOM	Project Engineer - ROW	24	\$157.00	\$3,768.00	
E. Prepare Project Description, Objectives and Design Criteria Document						
	AECOM	Alternatives Analysis Manager	72	\$203.00	\$14,616.00	
	Alta	Project Manager	6	\$227.00	\$1,362.00	
	Alta	Project Engineer - Bike/Ped	48	\$120.00	\$5,760.00	
	TJKM	Task Leader	6	\$253.00	\$1,518.00	
	TJKM	Project Engineer Traffic	48	\$126.00	\$6,048.00	
F. Create and maintain Risk Matrix						
	AECOM	Support Services Manager	10	\$233.00	\$2,236.80	
	AECOM	Project Engineer - Cost Estimating	48	\$170.00	\$8,160.00	
G. Prepare Base Mapping						
	AECOM	Alternatives Analysis Manager	6	\$203.00	\$1,218.00	
	AECOM	Project Engineer - Civil	48	\$188.00	\$9,024.00	
					TASK 2	\$159,617.20

CITY OF PALO ALTO
RAIL PROGRAM MANAGEMENT SERVICES
COST PROPOSAL

SCOPE	FIRM	LABOR CATEGORIES	ESTIMATED HOURS	HOURLY RATE (See note 1 and 2)	ESTIMATED COST	TASK TOTAL
Task 1 - Project Management						
Task 3 - Convene Technical Advisory Committee Meetings (8)						
A. Prepare and Maintain TAC Committee Member Directory						
	AECOM	Outreach Coordinator	48	\$85.00	\$4,080.00	
B. Prepare for and Attend TAC Meetings (8)						
	AECOM	Project Manager	48	\$282.00	\$13,536.00	
	AECOM	Lead Manager	48	\$245.00	\$11,760.00	
	APEX	Outreach Manager	24	\$258.00	\$6,192.00	
	TJKM	Project Manager	24	\$253.00	\$6,072.00	
C. Prepare Rail Committee TAC Process Update Memos (8)						
	AECOM	Project Manager	10	\$282.00	\$2,707.20	
	AECOM	Engineer	24	\$200.00	\$4,800.00	
	TJKM	Project Manager	5	\$253.00	\$1,214.40	
	TJKM	Project Engineer Traffic	12	\$126.00	\$1,512.00	
TASK 3						\$51,873.60
Task 4 -Community Engagement						
A. Prepare Community Engagement Plan (Draft and Final)						
	AECOM	Project Manager	48	\$282.00	\$13,536.00	
	APEX	Outreach Manager	48	\$258.00	\$12,384.00	
B. Secure and maintain community comments database						
	AECOM	Outreach Coordinator	48	\$85.00	\$4,080.00	
C. Create and maintain project website						
	AECOM	Web Developer	120	\$180.00	\$21,600.00	
D. Prepare Alternatives Scoring/Ranking PowerPoint Presentation						
	AECOM	Project Manager	24	\$282.00	\$6,768.00	
	AECOM	Lead Manager	72	\$245.00	\$17,640.00	
	APEX	Outreach Manager	24	\$258.00	\$6,192.00	
E. Conduct community workshops (6) and additional community meetings (4)						
	AECOM	Project Manager	96	\$282.00	\$27,072.00	
	AECOM	Lead Manager	96	\$245.00	\$23,520.00	
	AECOM	Admin	96	\$85.00	\$8,160.00	
	APEX	Outreach Manager	48	\$258.00	\$12,384.00	
	MM	Landscape Architect/Project Manager	12	\$155.00	\$1,860.00	
	TJKM	Task Leader	48	\$253.00	\$12,144.00	
F. Prepare and update fact sheets and other outreach materials						
	AECOM	Project Manager	10	\$282.00	\$2,707.20	
	APEX	Outreach Manager	5	\$258.00	\$1,238.40	
	AECOM	Outreach Coordinator	48	\$85.00	\$4,080.00	
G. Prepare and administer online questionnaires (2)						
	APEX	Outreach Manager	24	\$258.00	\$6,192.00	
	AECOM	Outreach Coordinator	24	\$85.00	\$2,040.00	
H. Prepare direct project mailing content (4)						
	APEX	Outreach Manager	12	\$258.00	\$3,096.00	
	AECOM	Outreach Coordinator	48	\$85.00	\$4,080.00	
I. Prepare 3-D renderings (8)						
	AECOM	Sr. Graphics Designer	240	\$133.00	\$31,920.00	
J. Prepare 360 degree 3-D flyover videos (4)						
	AECOM	Sr. Graphics Designer	240	\$175.00	\$42,000.00	
K. Draft and Final Community Engagement Summary White paper						
	AECOM	Project Manager	24	\$282.00	\$6,768.00	
	APEX	Outreach Manager	48	\$258.00	\$12,384.00	
	AECOM	Outreach Coordinator	24	\$85.00	\$2,040.00	
		ODCs			\$1,000.00	
TASK 4						\$286,885.60

CITY OF PALO ALTO
RAIL PROGRAM MANAGEMENT SERVICES
COST PROPOSAL

SCOPE	FIRM	LABOR CATEGORIES	ESTIMATED HOURS	HOURLY RATE (See note 1 and 2)	ESTIMATED COST	TASK TOTAL
Task 1 - Project Management						
Task 5 - Identify Alternatives for Analysis						
A. Review, comment and provide possible supplemental information on three existing white papers						
(Trenching and Tunnel; Rail Financing; Rail Corridor Circulation Study)	AECOM	Project Manager	12	\$282.00	\$3,384.00	
	AECOM	Structures Manager	12	\$253.00	\$3,036.00	
	AECOM	Sr Engineer	12	\$220.00	\$2,640.00	
	AECOM	Engineer	48	\$200.00	\$9,600.00	
	TJKM	Project Manager	12	\$253.00	\$3,036.00	
	TJKM	Project Engineer Traffic	48	\$126.00	\$6,048.00	
	Alta	Project Manager	12	\$227.00	\$2,724.00	
	Alta	Project Engineer - Bike/Ped	48	\$120.00	\$5,760.00	
	ODCs			\$500.00		
B. Review and revise initial screening of alternatives						
	AECOM	Project Manager	24	\$282.00	\$6,768.00	
	AECOM	Sr Engineer	48	\$220.00	\$10,560.00	
	AECOM	Engineer	48	\$200.00	\$9,600.00	
	AECOM	Project Engineer - Cost Estimating	48	\$170.00	\$8,160.00	
	TJKM	Project Manager	12	\$253.00	\$3,036.00	
	TJKM	Project Engineer Traffic	48	\$126.00	\$6,048.00	
	Alta	Project Manager	12	\$227.00	\$2,724.00	
	Alta	Project Engineer - Bike/Ped	48	\$120.00	\$5,760.00	
WRECO	Supervising Engineer	12	\$191.00	\$2,292.00		
WRECO	Associate Engineer	48	\$120.00	\$5,760.00		
C. Prepare draft and final Initial Evaluation of Alternatives white paper						
	AECOM	Project Manager	24	\$282.00	\$6,768.00	
	AECOM	Sr Engineer	72	\$220.00	\$15,840.00	
	AECOM	Engineer	72	\$200.00	\$14,400.00	
	AECOM	Project Engineer - Cost Estimating	24	\$170.00	\$4,080.00	
	AECOM	Sr. Administrative Assistant	48	\$90.00	\$4,320.00	
	TJKM	Project Manager	24	\$253.00	\$6,072.00	
	TJKM	Project Engineer Traffic	48	\$126.00	\$6,048.00	
	Alta	Principal	5	\$281.00	\$1,088.00	
	Alta	Project Manager	24	\$227.00	\$3,520.00	
	Alta	Project Engineer - Bike/Ped	48	\$120.00	\$4,600.00	
	WRECO	Supervising Engineer	12	\$191.00	\$2,292.00	
	WRECO	Senior Engineer	24	\$181.00	\$4,344.00	
	WRECO	Associate Engineer	36	\$120.00	\$4,320.00	
	WRECO	Clerical Tech Editor	12	\$191.00	\$2,292.00	
	ODCs			\$1,000.00		
					TASK 5	\$178,420.00
Task 6 - Identify Recommended Alternatives						
A. Develop 15% Concept plans (6 alternatives) and Evaluate						
	AECOM	Project Manager	12	\$282.00	\$3,384.00	
	AECOM	Alternatives Analysis Manager	96	\$203.00	\$19,488.00	
	AECOM	Project Engineer - Civil	240	\$188.00	\$45,120.00	
	AECOM	Project Engineer - Track/Systems	96	\$262.00	\$25,152.00	
	AECOM	Project Engineer - Bridge / Ret Walls	12	\$185.00	\$2,220.00	
	AECOM	Sr. Engineer - Bridge / Ret Walls	72	\$221.00	\$15,912.00	
	AECOM	CADD	144	\$130.00	\$18,720.00	
	AECOM	Sr. Engineer - Cost Estimating	192	\$184.00	\$35,328.00	
	TJKM	Task Leader	48	\$253.00	\$12,144.00	
	TJKM	Project Engineer Traffic	192	\$126.00	\$24,192.00	
	MM	Landscape Architect/Project Manager	96	\$155.00	\$14,880.00	
	MM	Principal Landscape Architect	24	\$202.00	\$4,848.00	
	Alta	Principal	12	\$281.00	\$3,372.00	
	Alta	Project Manager	24	\$227.00	\$5,448.00	
	WRECO	Supervising Engineer	24	\$191.00	\$4,584.00	
	WRECO	Senior Engineer	48	\$181.00	\$8,688.00	
	WRECO	Associate Engineer	48	\$120.00	\$5,760.00	
	WRECO	Staff Engineer / CADD	96	\$90.00	\$8,640.00	
	ODCs			\$1,200.00		
B. Draft and Final Conceptual Design and Evaluation White Paper						
	AECOM	Project Manager	24	\$282.00	\$6,768.00	
	AECOM	Project Engineer	96	\$242.00	\$23,232.00	
	AECOM	Structures Manager	12	\$253.00	\$3,036.00	
	TJKM	Task Leader	12	\$253.00	\$3,036.00	
	TJKM	Project Engineer Traffic	48	\$126.00	\$6,048.00	
	MM	Landscape Architect/Project Manager	24	\$155.00	\$3,720.00	
	Alta	Principal	2	\$281.00	\$674.40	
	Alta	Project Manager	5	\$227.00	\$1,089.60	
	Alta	Project Engineer - Bike/Ped	10	\$119.00	\$1,142.40	
	WRECO	Supervising Engineer	5	\$191.00	\$916.80	
	WRECO	Senior Engineer	12	\$175.00	\$2,100.00	
	WRECO	Associate Engineer	24	\$120.00	\$2,880.00	
	ODCs			\$1,000.00		
					TASK 6	\$314,723.20

CITY OF PALO ALTO
RAIL PROGRAM MANAGEMENT SERVICES
COST PROPOSAL

SCOPE	FIRM	LABOR CATEGORIES	ESTIMATED HOURS	HOURLY RATE (See note 1 and 2)	ESTIMATED COST	TASK TOTAL
Task 1 - Project Management						
Task 7 - Assist with CAHSR Environmental Analysis Phase						
	AECOM	Project Manager	24	\$282.00	\$6,768.00	
	AECOM	Environmental Manager	48	\$175.00	\$8,400.00	
	AECOM	Support Services Manager	48	\$233.00	\$11,184.00	
	TJKM	Project Manager	24	\$253.00	\$6,072.00	
TASK 7						\$32,424.00
Task 8 - Financing Plan						
	AECOM	Project Manager	12	\$282.00	\$3,384.00	
	AECOM	Financing Manager	24	\$217.00	\$5,208.00	
	AECOM	Sr. Financial Analyst	144	\$120.00	\$17,280.00	
	AECOM	Sr. Administrative Assistant	24	\$90.00	\$2,160.00	
TASK 8						\$28,032
TOTAL TASKS 1THROUGH 8						\$1,278,660

Notes:

- 1) For full list of rates, please refer to rate tables.
2) Rates for subconsultants include a 3% mark-up.

ESTIMATED COST BY FIRM	
AECOM	\$851,204
APEX	\$81,686
TKJM	\$185,125
ALTA	\$51,980
MERRILL MORRIS	\$32,292
WRECO	\$76,372
TOTAL	\$1,278,660

AECOM Billing Rate Table
January 2018 to December 2018

Title	Rate
Principal in Charge/Project Sponsor	\$310.00
Project Manager	\$282.00
Project Engineer - Track / Systems	\$262.00
Structures Manager	\$253.00
Discipline Engineering Manager	\$250.00
QA/QC Manger	\$246.00
Deputy /Lead Project Manager	\$245.00
Project Engineer - RR Coordination	\$243.00
Project Engineer	\$242.00
Support Services Manager	\$233.00
Project Engineer - Geotechnical	\$225.00
Senior Engineer	\$220.00
Finance Manager	\$217.00
Alternative Analysis Manager	\$203.00
Staff Engineer	\$200.00
Project Controls	\$195.00
Project Engineer - Civil	\$188.00
Project Engineer - Bridge / Ret Walls	\$185.00
Sr Engineer - Cost Estimating	\$184.00
Senior Scientist	\$180.00
Web Developer	\$180.00
Senior Graphics Designer	\$175.00
Project Engineer - Cost Estimator	\$170.00
Scheduler	\$160.00
Finance Analyst	\$160.00
Project Engineer - ROW	\$157.00
Junior Engineer	\$150.00
Outreach Manager	\$150.00
Junior Project Controls	\$145.00
Scientist	\$140.00
Graphics Designer	\$140.00
Web Designer	\$140.00
Sr CADD	\$130.00
CADD	\$105.00
Junior Scientist	\$110.00
Outreach Coordinator	\$110.00
Senior Administrative Assistant	\$95.00
Administrative Assistant	\$85.00
Intern	\$65.00

Reimbursable Items to be Billed	
Subcontracted Services	Cost plus 3%
Printing	At Cost
Miscellaneous Expenses	At Cost

APEX Billing Rate Table
January 2018 to December 2018

Title	Rate	Markup	Estimated Rate for Work Plan
Principal	\$275.00	3%	\$283.00
Outreach Manager	\$250.00	3%	\$258.00

Alta Planning + Design Billing Rate Table
2018 - 2019 Billing Rates (effective through March 2019)

Title	Rate	Markup	Estimated Rate Used for Work Plan
Senior Principal	\$329.00	3%	\$339.00
Principal	\$275.00	3%	\$283.00
Principal	\$250.00	3%	\$258.00
Principal	\$223.00	3%	\$230.00
Principal - Senior Associate	\$208.00	3%	\$214.00
Principal - Senior Associate	\$187.00	3%	\$193.00
Principal - Senior Associate	\$182.00	3%	\$187.00
Principal - Senior Associate	\$177.00	3%	\$182.00
Principal - Senior Associate	\$172.00	3%	\$177.00
Senior Associate, Associate	\$165.00	3%	\$170.00
Senior Associate, Associate	\$157.00	3%	\$162.00
Senior Associate, Associate	\$152.00	3%	\$157.00
Associate Senior	\$144.00	3%	\$148.00
Associate Senior	\$139.00	3%	\$143.00
Associate Senior	\$131.00	3%	\$135.00
Senior + Level I	\$116.00	3%	\$119.00
Senior + Level I	\$107.00	3%	\$110.00
Level I + Level II	\$99.00	3%	\$102.00
Level I + Level II	\$89.00	3%	\$92.00
Administration	\$75.00	3%	\$77.00
Intern	\$68.00	3%	\$70.00

Merrill Morris Partners Billing Rate Table
2018 Billing Rates

Title	Rate	Markup	Estimated Rate Used for Work Plan
Principal Landscape Architect	\$196.00	3%	\$202.00
Sr Landscape Architect I	\$168.00	3%	\$173.00
Sr Landscape Architect Project Manager I	\$150.00	3%	\$155.00
Sr Landscape Project Manager I	\$150.00	3%	\$155.00
Landscape Architect Project Manager II	\$128.00	3%	\$132.00
Administration	\$80.00	3%	\$82.00

TJKM Billing Rate Table
2018 Billing Rates

Title	Rate	Markup	Estimated Rate Used for Work Plan
Project Manager / Principal	\$246.00	3%	\$253.00
Sr Traffic Engineer / QA Manager / Task Lead	\$246.00	3%	\$253.00
Project Traffic Engineer	\$122.00	3%	\$126.00
Project Controls / Sr Administrator	\$105.00	3%	\$108.00
Project Controls / Administrator	\$91.00	3%	\$94.00
Staff Engineer / Designer	\$75.00	3%	\$77.00
Staff Engineer / CADD	\$79.00	3%	\$81.00

WRECO Billing Rate Table
2018 Billing Rates

Title	Rate	Markup	Estimated Rate Used for Work Plan
Supervising Engineer	\$185.00	3%	\$191.00
Senior Engineer II	\$176.00	3%	\$181.00
Senior Engineer I	\$170.00	3%	\$175.00
Associate Engineer	\$116.50	3%	\$120.00
Project Engineer	\$116.50	3%	\$120.00
Staff Engineer	\$90.00	3%	\$93.00
Staff Engineer / CADD	\$87.00	3%	\$90.00
CADD	\$80.50	3%	\$83.00
Project Controls / Sr Administrator	\$70.00	3%	\$72.00
Principal Professional	\$110.00	3%	\$113.00
Supervising Professional II	\$90.00	3%	\$93.00
Supervising Professional I	\$75.00	3%	\$77.00
Senior Professional III	\$70.00	3%	\$72.00
Senior Professional II	\$60.00	3%	\$62.00
Senior Professional I	\$50.00	3%	\$52.00
Associate Professional III	\$45.00	3%	\$46.00
Associate Professional II	\$40.00	3%	\$41.00
Associate Professional I	\$35.00	3%	\$36.00
Staff Professional III	\$35.00	3%	\$36.00
Staff Professional II	\$30.00	3%	\$31.00
Staff Professional I	\$25.00	3%	\$26.00
Senior Technician III	\$50.00	3%	\$52.00
Senior Technician II	\$40.00	3%	\$41.00
Senior Technician I	\$35.00	3%	\$36.00
Technician III	\$30.00	3%	\$31.00
Technician II	\$25.00	3%	\$26.00
Technician I	\$20.00	3%	\$21.00
Sr Clerical / Tech Editor III	\$45.00	3%	\$46.00
Sr Clerical / Tech Editor II	\$40.00	3%	\$41.00
Sr Clerical / Tech Editor I	\$35.00	3%	\$36.00
Clerical / Tech Editor III	\$30.00	3%	\$31.00
Clerical / Tech Editor II	\$25.00	3%	\$26.00
Clerical / Tech Editor I	\$20.00	3%	\$21.00

EXHIBIT “D” INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRE D	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
 - C. CONSULTANT WILL BE SOLELY RESPONSIBLE FOR ALL OF ITS DEDUCTIBLES PERTAINING TO THE INSURANCE REQUIRED UNDER THIS AGREEMENT.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”
 - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

- B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

[HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569](https://www.planetbids.com/portal/portal.cfm?companyid=25569)

OR

[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP](http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp)

Certificate Of Completion

Envelope Id: 7AAFD501ABE44D894AE56471B8229D0

Status: Completed

Subject: Please DocuSign: C18171057 AECOM Rail Program Management Services Contract.pdf

Source Envelope:

Document Pages: 44

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Christopher Anastole

AutoNav: Enabled

250 Hamilton Ave

Envelopeld Stamping: Enabled

Palo Alto , CA 94301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

chris.anastole@cityofpaloalto.org

IP Address: 12.220.157.20

Record Tracking

Status: Original

Holder: Christopher Anastole

Location: DocuSign

4/3/2018 6:41:15 AM

chris.anastole@cityofpaloalto.org

Signer Events

R. Martin Czarnecki

marty.czarnecki@aecom.com

Authorized Signatory

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
R. Martin Czarnecki
EEBD4C66D3EC419...

Using IP Address: 104.129.198.71

Timestamp

Sent: 4/3/2018 6:50:37 AM

Resent: 4/4/2018 8:30:56 AM

Viewed: 4/4/2018 9:51:23 AM

Signed: 4/4/2018 9:52:52 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Neil Harris

Neil.Harris@aecom.com

Vice President, Authorized Signatory

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Neil Harris
EAB05EEDA4CC4A1...

Using IP Address: 104.129.198.69

Sent: 4/4/2018 9:52:53 AM

Viewed: 4/4/2018 2:08:24 PM

Signed: 4/4/2018 2:09:15 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Yolanda Cervantes

Yolanda.Cervantes@CityofPaloAlto.org

Administrative Assistant

City of Palo Alto

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 4/4/2018 2:09:16 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Madina Klicheva Madina.Klicheva@CityofPaloAlto.org Administrative Associate II City of Palo Alto Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 4/4/2018 2:09:16 PM Viewed: 4/4/2018 2:10:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/4/2018 2:09:16 PM
Certified Delivered	Security Checked	4/4/2018 2:09:16 PM
Signing Complete	Security Checked	4/4/2018 2:09:16 PM
Completed	Security Checked	4/4/2018 2:09:16 PM

Payment Events	Status	Timestamps
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