



City of Palo Alto City Council Staff Report

(ID # 9378)

Report Type: Consent Calendar

Meeting Date: 6/25/2018

Summary Title: Amendment 1 with Freytag & Asso. to Extend Contract through Dec. 31, 2019 to Assess Airplane Noise

Title: Approval of Amendment Number One to Professional Services Contract Number C16161182 with Freytag & Associates to Extend the Term of the Agreement for One and a Half Years (1.5 years) to End December 31, 2019 with No Additional Cost to the City for Professional Services Related to Airplane Noise Assessment and Mitigation

From: City Manager

Lead Department: City Manager

Recommendation

Staff recommends that City Council approve Amendment One (1) to Contract Number C16161182 with Freytag and Associates to extend the term of the contract through December 31, 2019, at no additional cost to the City. The contract is for assistance with airplane noise assessment and mitigation.

Background

The City Council approved the contract with Freytag and Associates in February 2016 (report #6607; link: <https://www.cityofpaloalto.org/civicax/filebank/documents/50922>). The contract scope can be found in the original contract (**Attachment B** below).

Discussion

Staff continues to work with many partners on the issue of airplane noise in Palo Alto and the region. Through a competitive bidding process, the City contracted with Freytag and Associates to assist with these efforts because Freytag and Associates provide expertise in airspace noise measurement, monitoring and modeling; and they also have an ability to provide consultation services related to the Air Traffic Control and Next Generation Air Transportation System.

Staff recommends the City continue to retain Freytag and Associates to provide this service. The City has an effective relationship with Freytag and Associates and continuing it for this very important work is a benefit to the City and the region. The proposed contract amendment (**Attachment A**) extends the original contract

expiration date through December 31, 2019 to provide additional time to continue services.

Resource Impact

This contract amendment does not add any additional funds to the contract.

Attachments:

- Attachment A: Freytag Contract (C16161182) Amendment No 1
- Attachment B: Original Freytag Contract (C16161182) Agreement (from Feb. 2016)

**AMENDMENT NO. 1 TO CONTRACT NO. C16161182
BETWEEN THE CITY OF PALO ALTO AND
FREYTAG & ASSOCIATES, LLC.**

This Amendment No. 1 to Contract No. C16161182 ("Contract") is entered into June 25, 2018, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and FREYTAG & ASSOCIATES, LLC., a California Limited Liability Company, located at 925 Cresta Way, Ste. 9, San Rafael, California, 94903 ("CONSULTANT").

RECITALS

A. The Contract was entered into between the parties for the provision of assessment of the history of air traffic patterns over the Northern California (NorCal) Metroplex.

B. City intends to extend the term to December 31, 2019 from December 31, 2017.

C. The parties wish to amend the Contract.

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

SECTION 1. Section 2. TERM is hereby amended to read as follows:

"SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through December 31, 2019, unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

FREYTAG & ASSOCIATES, LLC.

DocuSigned by:

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Jack Freytag

APPROVED AS TO FORM:

President

**CITY OF PALO ALTO CONTRACT NO. C16161182
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
FREYTAG & ASSOCIATES, LLC. FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 8th day of February, 2016, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and FREYTAG & ASSOCIATES, LLC., a California Limited Liability Company, located at 925 Cresta Way, Ste. 9, San Rafael, California, 94903 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to assess the history of air traffic patterns over the Northern California (NorCal) Metroplex ("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 December 31, 2017 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”, including both payment for professional services and reimbursable expenses, shall not exceed Two Hundred Thirty Seven Thousand Five Hundred Dollars (\$237,500.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

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 shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of

construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

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:

Hughes AV
10 Alicante
Coto de Caza, CA. 92679

Clayton Smith Consulting
79 Barton Road
Edgewood, NM. 87015

CSDA Design Group
475 Samsome Street, Suite 800
San Francisco, CA. 94111

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 John Freytag as the Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and 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 Khashayar Allaei, City Manager's Office, 250 Hamilton Avenue, Palo Alto, CA 94303, Telephone: (650) 329-2230. 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") resulting from, arising out of or in any manner related to performance or nonperformance by 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

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:

- 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.
- 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.
- 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. NON-APPROPRIATION

24.1. 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 25. MISCELLANEOUS PROVISIONS.

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

25.2. 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.

25.3. 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.

25.4. 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.

25.5. 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.

25.6. 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.

25.7. 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.

25.8 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.

25.9 All unchecked boxes do not apply to this agreement.

25.10 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.

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

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

DocuSigned by:

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City Manager

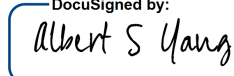
FREYTAG & ASSOCIATES, LLC.

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President

APPROVED AS TO FORM:

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Senior Deputy City Attorney

Attachments:

EXHIBIT "A":	SCOPE OF WORK
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	SCHEDULE OF RATES
EXHIBIT "D":	INSURANCE REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

The scope of services below provides details describing each task. As circumstances with Federal Aviation Administration and United States Congress progress, CITY staff and CONSULTANT may update tasks to adapt to current market conditions. Additionally as work on Historical Operations and Noise Assessments begin CITY staff and CONSULTANT may amend specific outputs. The descriptions below are intended to provide a framework for the activity. CONSULTANT will not begin tasks until work order is issued by CITY.

Task 1: Historical Operations Assessment

- 1 Database preparation and mock data output
CONSULTANT shall generate sample ‘mock’ outputs of data deliverables so that all parties understand what the deliverables will look like and that they are acceptable.
 - 1.1 Data Base import and customization
 - 1.2 Initial mapping developed
 - 1.3 Develop 5x5 boxes, per 1000 feet
 - 1.4 Heat Maps for SFO, SJC & OAK
 - 1.5 SFO arrivals (36 graphic & database outputs)
 - 1.6 SJC arrivals (36 graphic and database outputs)
 - 1.7 OAK Arrivals (36 graphic and database outputs)
 - 1.8 Customize database to include Airport runway usage

- 2 Cell maps
A series of cell maps will be prepared to describe the distribution of various air operational parameters over the Bay Area.
 - 2.1 Basic historical data
Prepare a series of cell maps delineating various combinations of flight tracks, altitudes, periods of the day/evening/night, for operations to and from SFO, SJC and OAK for several base years and months.
 - 2.2 Changes in flight operations
Prepare a series of cell maps depicting changes in various air operations over specific years and/or seasons.
 - 2.3 Line charts
Prepare a series of line charts depicting changes in various air operations over specific years and/or seasons.
 - 2.4 Histograms
Prepare a series of histograms depicting the statistical distribution of various air operations over specific years and/or seasons.

Task 2: Historical Noise Assessment

- 3 Noise Assessments
 - 3.1 Cell maps - DNL / SEL's / Respite minutes / day/evening /night

Prepare Cell maps of the above metrics for the Bay Area with color coding for noise metric levels. Noise contours for various years will be compared.

3.2 Line charts - Alternative metrics / years / months / day/evening/night

For each CITY, and for several years and months, analyze the Cell data for the CITY by month/year and prepare graphics to illustrate changes in noise patterns vs. time, separated by 'Day', 'Evening', and 'Night'.

3.3 Noise monitoring (1 month)

Install a temporary noise monitor (at least one month) at a location in Palo Alto and compare modeled data to actual data as a validation of the model.

Assumptions/Exclusions:

- The NOP data will be used to generate flight paths, number of operations, and runway use in the AEDT. Input files for flight tracks and operations will be provided by the NOP data manager.
- The NOP data does not provide all of the inputs needed for the AEDT. Specifically, we will need to make assumptions for the following:
 - Exact aircraft type (e.g., 737-700 versus 737-939).
 - Aircraft load
 - Meteorological conditions
 - Aircraft flap settings
 - Aircraft thrust settings

Task 3: FAA & Community Activity and Noise Mitigation

- 4.a.1 Airline route analysis - review published routes
Review published routes, procedures, and related documentation, identifying operational changes at SFO, SJC, and OAK with relevant impact on route usage and traffic levels over Palo Alto, since the year 2000. Prepare a report with findings.
- 4.a.ii Airline route analysis - ID ops changes for SFO, SJC and OAK
- 4.a.iii Airline route analysis - ID impact on route changes over Palo Alto
- 5.1 Assessing alternatives - ID lesser used airspace
Track data analysis, TRACON vectoring practices for metering / sequencing. Review TRACON SOP's, identify compliance.
- 5.2 Assessing alternatives - modified flight path fuel/operating costs
Explore T-Routes (GA), raise crossing fix altitudes, TEST options, fuel and CO₂ conservation, adjust vectoring pathology.
- 5.3 Assessing alternatives - reduced nighttime noise exposure
Propose new options to current Noise Abatement Program (SFO)/compliance, review STAR profiles and compliance, USER meetings.
- 5.4 Assessing alternatives - minimize over-terrain flights <8,000 ft.

- Adjust / amend per 5.2.
- 5.5 Assessing alternatives - review MENLO "IAF" crossing altitude
Adjustments/procedural amendments will be incorporated per outcomes of 5.2 and 5.5 based on TRACON concurrence and operational impact.
- 5.6 Assessing alternatives - review SJC arrival impacts
This task will be analyzed and amendments incorporated per outcomes of 5.1 thru 5.6.
- 5.7 Assessing alternatives - costs/saving for alternative routing
Operational/fuel costs will be derived from final amendments of route and practices with considerations given to surrounding Cities and air traffic flows and GA usage.
- 5.8 Assessing alternatives - discuss and assess FAA directives
As required / per demand.

Task 4: Ongoing Community Noise Activity

- 1 SFO Round Table Meetings
- 2 NOR CAL TRACON On-Site Meetings
- 3 Palo Alto City Meetings
- 4 Congressional Meetings
- 5 CITY Teleconference Calls
- 6 Meeting with FAA Regional Administrator / Staff
- 7 Draft technical correspondence for City review

Task 5: Sleep Interference Study

- 1 Phase 1 – monitoring -- 1 week @ 2 locations
Two simultaneous noise monitors set inside and outside an unoccupied residence concurrently recording the sound level at least each one second intervals for seven consecutive days. This will identify all aircraft flyover events simultaneously inside and outside the residence.
- 2 Data reduction
The noise data recorded will be downloaded from the digital programmable sound level meters and all aircraft flyover events identified.
- 3 Sleep interference computation
The percentage of the population awakened by the series of aircraft flyover events will be computed in accordance with American National Standards Institute (ANSI) S12.9, Part 6, "Quantities and Procedures for Description and Measurement of Environmental Sound -- Part 6: Methods for Estimation of Awakenings Associated with Aircraft Noise Events Heard in Homes".
- 4 Sleep interference assessment
The degree of sleep interference will be quantified from the measurement results.
- 5 Sleep interference written report
The measurement, assessment procedure and results will be presented in a written report.
- 6 Sleep interference presentation
The measurement, assessment procedure and results will be presented in an oral report to a Palo Alto forum.

Task 6: Classroom Disruption Study

- 1 Phase 1 -- monitoring -- 1 week @ 2 locations
Two simultaneous noise monitors set inside and outside an unoccupied classroom concurrently recording the sound level at least each one second intervals for several consecutive weekdays. This will identify all aircraft flyover events simultaneously inside and outside the school during school hours.
- 2 Data reduction
The noise data recorded will be downloaded from the digital programmable sound level meters and all aircraft flyover events identified.
- 3 Classroom interference computation
The degree of classroom disruption from aircraft noise will be assessed with respect to American National Standards Institute (ANSI) Standard S12.60, "Acoustical Performance Criteria, Design Requirements, and Guidelines for Schools, Parts 1 & 2".
- 4 Classroom interference assessment
The degree of classroom interference will be quantified from the measurement results.
- 5 Classroom interference written report
The measurement, assessment procedure and results will be presented in a written report.
- 6 Classroom interference presentation
The measurement, assessment procedure and results will be presented in an oral report to a Palo Alto forum.

Task 7: Property Valuation Study

- 1 Research
- 2 Property Valuation Report
- 3 Property Valuation Presentation

EXHIBIT “B”
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone 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.

Tasks	Completion
	No. of Days/Weeks From NTP
1. Historical Operations Assessment	TBD
2. Historical Noise Assessment	TBD
3. FAA & Community Activity and Noise Mitigation	TBD
4. Ongoing Community Noise Activity	TBD
5. Sleep Interference Study	TBD
6. Classroom Disruption Study	TBD
7. Property Valuation Study	TBD

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.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed \$237,500.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. 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.

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, does not exceed \$237,500.00.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Historical Operations Assessment)	\$62,500.00
Task 2 (Historical Noise Assessment)	\$70,000.00
Task 3 (FAA & Community Activity and Noise Mitigation)	\$25,000.00
Task 4 (Ongoing Community Noise Activity)	\$50,000.00
Task 5 (Sleep Interference Study)	\$10,000.00
Task 6 (Classroom Disruption Study)	\$10,000.00
Task 7 (Property Valuation Study)	\$10,000.00

Sub-total Basic Services **\$237,500.00**

Reimbursable Expenses \$0.00 (None)

Total Basic Services and Reimbursable expenses \$237,500.00

Maximum Total Compensation \$237,500.00

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.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

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

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

Overall Project Manager, Freytag & Associates, LLC	\$ 280/hr
Air Traffic Management Manager, Hughes AV Associates	\$ 240/hr
National Offload Program Manager, Clayton Smith Consulting	\$ 250/hr
Noise Modeling and Graphics Production Manager, CSDA Design Group	\$ 240/hr
Senior Acoustician/Analyst	\$ 145/hr
Acoustician/Analyst	\$ 110/hr
Technician Administrative	\$ 90/hr
Administrative	\$ 70/hr

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 CONSULTANT AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED 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 CONSULTANT’S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”

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 INSURED.

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 ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE EMAILED TO:

InsuranceCerts@CityofPaloAlto.org

Certificate Of Completion

Envelope Id: 16A7326C9D54461A81A6E48A91B02300	Status: Completed
Subject: Please DocuSign this document: C16161182 FREYTAG AIR TRAFFIC CONTRACT MS 020216.pdf	
Source Envelope:	
Document Pages: 19	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 199.33.32.254

Record Tracking

Status: Original	Holder: Christopher Anastole	Location: DocuSign
2/2/2016 11:03:47 AM	chris.anastole@cityofpaloalto.org	

Signer Events

Jack Freytag
jack@freytagllc.com
President

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

Signature

DocuSigned by:

7C429A52973744C...

Using IP Address: 71.202.95.70

Timestamp

Sent: 2/2/2016 11:05:50 AM
Viewed: 2/2/2016 11:18:26 AM
Signed: 2/2/2016 2:53:41 PM

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

Khashayar Alaei
Khashayar.Alaei@CityofPaloAlto.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

COPIED

Sent: 2/2/2016 2:53:42 PM

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	2/2/2016 2:53:42 PM
Certified Delivered	Security Checked	2/2/2016 2:53:42 PM
Signing Complete	Security Checked	2/2/2016 2:53:42 PM
Completed	Security Checked	2/2/2016 2:53:42 PM

Certificate Of Completion

Envelope Id: E0B42033E9784861BA1DE70C5C1B8EB4		Status: Completed
Subject: Please DocuSign this document: C16161182 FREYTAG AIR TRAFFIC CONTRACT Council Approved.pdf		
Source Envelope:		
Document Pages: 20	Signatures: 2	Envelope Originator:
Certificate Pages: 5	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: 199.33.32.254

Record Tracking

Status: Original	Holder: Christopher Anastole	Location: DocuSign
2/10/2016 2:13:49 PM	chris.anastole@cityofpaloalto.org	

Signer Events

Signature	Timestamp
<p>Albert S Yang</p> <p>Albert.Yang@CityofPaloAlto.org</p> <p>Senior Deputy City Attorney</p> <p>City of Palo Alto</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered</p> <p>ID:</p>	<p>Sent: 2/10/2016 2:18:57 PM</p> <p>Viewed: 2/10/2016 2:19:30 PM</p> <p>Signed: 2/16/2016 9:08:50 AM</p>
<p>James Keene</p> <p>James.Keene@CityofPaloAlto.org</p> <p>City Manager</p> <p>City of Palo Alto</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/14/2015 5:40:07 PM</p> <p>ID: 44fe333a-6a81-4cb7-b7d4-925473ac82e3</p>	<p>Sent: 2/16/2016 9:08:52 AM</p> <p>Resent: 2/17/2016 12:11:00 PM</p> <p>Viewed: 2/17/2016 12:36:33 PM</p> <p>Signed: 2/17/2016 12:37:35 PM</p>

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

Jack Freytag

jack@freytagllc.com

President

COPIED

Sent: 2/17/2016 12:37:37 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered

ID:

Carbon Copy Events	Status	Timestamp
Khashayar Alaee Khashayar.Alaee@CityofPaloAlto.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 2/17/2016 12:37:38 PM
Tabatha Boatwright Tabatha.Boatwright@CityofPaloAlto.org Administrative Associate III City of Palo Alto Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 2/17/2016 12:37:39 PM
Cliff Wright Cliff.Wright@CityofPaloAlto.org Acct. Specialist City of Palo Alto Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 2/17/2016 12:37:40 PM
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/17/2016 12:37:40 PM
Certified Delivered	Security Checked	2/17/2016 12:37:40 PM
Signing Complete	Security Checked	2/17/2016 12:37:40 PM
Completed	Security Checked	2/17/2016 12:37:40 PM
Electronic Record and Signature Disclosure		

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How to contact City of Palo Alto:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.ramberg@cityofpaloalto.org

To advise City of Palo Alto of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

david.ramberg@cityofpaloalto.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palo Alto

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palo Alto as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palo Alto during the course of my relationship with you.