



# City of Palo Alto

## City Council Staff Report

(ID # 11497)

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**Report Type: Consent Calendar**

**Meeting Date: 9/28/2020**

**Council Priority: Transportation and Traffic**

**Summary Title: Approval of Contract with BKF Engineers for Churchill Avenue & Alma Street Railroad Crossing Project**

**Title: Approval of Contract Number C21177400 With BKF Engineers for a Maximum Not-to-Exceed Amount of \$329,689 for Design and Construction Support Services Related to Churchill Avenue and Alma Street Railroad Crossing Safety Improvements, Capital Improvement Project (PL-20000)**

**From: City Manager**

**Lead Department: Transportation Department**

### **Recommendation**

Staff recommends that the City Council approve and authorize the City Manager or his designee to execute Contract No. C21177400 with BKF Engineers in an amount not to exceed \$329,689 to provide engineering design and construction support services for Churchill Avenue and Alma Street Railroad Crossing Safety Improvements, Capital Improvement Project (PL-20000).

### **Background**

Several years ago, the City of Palo Alto (City), the California Department of Transportation (Caltrans), the County of Santa Clara, and the California Public Utilities Commission (CPUC) initiated a safety review of the intersection and railroad at-grade crossing at Churchill Avenue and Alma Street. This intersection has been identified to receive Section 130 federal funding which is administered by the California Department of Transportation (Caltrans) for elimination of hazards at grade crossings.

A diagnostic team comprised of staff from the City, CPUC and Caltrain analyzed the existing conditions at the Churchill/Alma intersection for vehicular travel, bicycle travel, pedestrian pathways, and rail traffic, and developed recommendations. Based on this work, the CPUC Rail Crossing Engineering Section adopted final recommendations for safety improvements to be implemented at this intersection. The recommendations identified both railroad work and local work to be performed by the Peninsula Corridor Joint Powers Board (JPB) and the City, respectively, under separate service contracts with Caltrans Division of Rail. The JPB and the City are responsible for the construction of the improvements identified and assigned to their

agency under their individual Caltrans contracts and are required to coordinate their respective work items.

The City executed its service contract with Caltrans Division of Rail on August 16, 2019 and received Notice to Proceed to complete engineering design, final plans, specifications, and cost estimates for improvements identified within the City's right of way. These improvements are 100% fundable by the Section 130 program on a reimbursement basis.

The railroad crossing improvement project at Churchill Avenue and Alma Street is a coordinated project of the Caltrans Division of Rail in cooperation with the JPB and the City.

### Discussion

The City released a Request for Proposals (RFP) on October 30, 2019 for design services needed for proposed improvements and design support during construction for the Churchill Avenue and Alma Street Railroad Crossing Safety Improvement Section 130 Project and received two proposals in response to the RFP. Staff from the Office of Transportation reviewed the proposals, interviewed the consultants and recommended selection of BKF Engineers, based on proposal content and criteria identified in the RFP, including their knowledge of traffic engineering and rail design, experience with projects involving Section 130 funds and prior working relationship with JPB and Caltrain staff.

Summary of the solicitation and selection process are outlined below:

Proposal Description/Number		Churchill/Alma Railroad Crossing Safety Improvement
RFP Date:		October 30, 2019
Total Days to Respond to RFP:		25 days
Pre-proposal Meeting Date:		None
Interview Date:		January 22, 2020
Number of Proposals Received:		2
Proposals Received from:	Location (City, State)	Selected for oral interview?
TJKM	Pleasanton, CA	Yes
BKF	Redwood City, CA	Yes

The proposals were evaluated based on the following criteria:

- Qualifications and experience of the staff assigned to the project;
- Proposal quality and completeness;
- Response time and ability to perform the work; and
- Fee

BKF Engineers demonstrated successful completion of projects along the rail corridor, thorough traffic analysis and development of plans, specifications and estimates. They have also demonstrated the ability to complete projects in a timely manner on prior projects.

Although interviews were held in January 2020, there has been a delay in awarding this contract. Selecting the consultant for this project was placed on hold as City staff finalized an amendment to the service contract with Caltrans to modify the original contract scope of work from July 2019.

With the on-going study of redesigning at-grade rail crossings in Palo Alto, the preferred alternative for Alma/Churchill intersection has not been determined yet. There are three grade separation alternatives currently under consideration for this intersection:

- Churchill closure alternative: the railroad tracks will remain at their existing location and elevation (as is). Churchill Avenue will become a T-intersection with Alma Street on the east side and will end at Mariposa Avenue on the west side. A pedestrian/bike only undercrossing will be constructed.
- Churchill viaduct alternative: the railroad tracks will be elevated on a structure over Churchill Avenue. The new electrified railroad tracks will be built at the same location as the existing railroad tracks and will begin rising near Homer Avenue, remain elevated over Churchill Avenue, and return to the existing track elevation near the California Avenue Station.
- Churchill partial underpass alternative will grade separate Churchill Avenue from the current Caltrain tracks via an underpass; however, there will no longer be through traffic on Churchill Avenue at the intersection with Alma Street.

Some improvements listed in the original Caltrans scope of work could potentially conflict or would no longer be valid with these alternatives that are being proposed for the Alma/Churchill grade crossing as part of the Connecting Palo Alto grade separation project. However due to the uncertain timeline for the grade separation project, staff recommends to proceed with the proposed safety improvement project to address existing safety concerns. The diagnostic team recorded four vehicle-train incidents at this location since 2017 in addition to the two crashes from 2009-2015. Amendment to the Caltrans service contract was finalized in June 2020 and removes all bicycle and pedestrian related improvements on the farther approaches of the original scope to minimize any future project conflicts and demolition required, however, the project retains all improvements at the crossing itself and will address the observed safety issues identified by the diagnostic team.

Specific Improvements as listed in the amended contract with Caltrans includes:

- Install a pre-signal in southeast quadrant for eastbound traffic.

- Modify the existing traffic signal at Churchill Ave and Alma St, including but not limited to:
  - Replace and relocate the traffic signals in the northeast and northwest quadrants of the Churchill Ave and Alma St intersection.
  - Install a new traffic signal head in the southeast quadrant.
  - Install R13A (CA) “No Right Turn on Red” sign in the southwest quadrant for eastbound traffic.
  - Replacing traffic signal poles, and signal heads.
  - Update and modification to the phasing and timing.
- Install pedestrian improvements in the northwest and northeast quadrants, including widening the sidewalks.
- Install three new curb ramps in the northeast and northwest corners of the Churchill Ave and Alma St intersection.
- Install new crosswalks for the north and east legs of the Churchill Ave and Alma St intersection.
- Install fencing in the northwest quadrant between Churchill Ave and the sidewalk.
- Install new street lighting.
- Relocate utilities in the northeast and northwest quadrants including gas lines, utility boxes, and utility poles.

### **Timeline**

Immediately upon execution of a contract, staff will meet with BKF Engineers to begin work and coordinate design efforts with JPB and Caltrans.

### **Resource Impact**

Funding for the safety improvements to the Alma/Churchill grade crossing is available in the Council approved Fiscal Year 2021 Churchill Avenue/Alma Street Railroad Crossing Safety Improvements (PL-20000) Capital Improvement Project.

This project is funded through a Caltrans Service Contract, dated August 16, 2019, that provides up to \$3,996,000 for local road improvements in the City of Palo Alto at the grade crossing located at the intersection of Churchill Avenue and Caltrain railroad grade crossing. The agreement with Caltrans authorizes reimbursement of eligible costs for design and construction incurred during the term of this agreement. The crossing was identified through the Federal Section 130 funds, a federally funded program administered by the states for increasing safety at at-grade highway-rail crossings. The agreement is in effect to July 1, 2022.

This revenue was estimated to be received and programmed in FY 2020; however, since the project is now being awarded in FY 2021, the revenue reappropriated from FY 2020 to FY 2021 will be adjusted as part of the final FY 2020 year-end clean-up.

### **Policy Implications**

The City's Comprehensive Plan recommends that the City strive to accommodate all modes of travel in its street system. This contract is consistent with the following goals:

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

Goal T-3 Maintain an efficient roadway network for all users.

Goal T-6 Provide a safe environment for motorists, pedestrians and bicyclists on Palo Alto streets.

### **Environmental Review**

This design services contract is not a project under the California Environmental Quality Act (CEQA). However, given the nature of the proposed improvements for the project (safety improvements to an existing intersection), the project qualifies for a Class 1 Categorical Exemption under CEQA Guidelines Section 15301. The Class 1 exemption covers minor alterations to existing facilities so long as they involve no or negligible expansion of use.

### **Attachments:**

- Attachment A: C21177400 BKF - Council Ready

**CITY OF PALO ALTO CONTRACT NO. C21177400**  
**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND**  
**BKF ENGINEERS FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 21<sup>st</sup> day of September, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **BKF ENGINEERS**, a California corporation, located at 255 Shoreline Drive, Suite 200, Redwood City, CA 94065 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to develop Churchill Avenue & Alma Street railroad crossing safety improvement plan (“Project”) and desires to engage a consultant to provide planning, study and analysis 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 June 30, 2025 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 Two Hundred Eighty Six Thousand Six Hundred Eighty Six Dollars (\$286,686.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed Three Hundred Twenty Nine Thousand Six Hundred Eighty Nine Dollars (\$329,689.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

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

**SECTION 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. 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 the CITY's stated construction budget by ten percent (10%) or more, 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.**

**Subcontracts Authorized:** 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:

Hexagon Transportation Consultants, Inc. for Traffic Analysis  
4 North Second Street, Suite 400  
San Jose, CA 95113

Callander Associates for Public Outreach  
2025 Gateway Place, Suite 285  
San Jose, CA 95110

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 Jason Mansfield as the Associate to have supervisory responsibility for the performance, progress, and execution of the Services and Jason Yee 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 Ruchika Aggarwal, Office of Transportation, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: (650) 617-3136. 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 due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 CCONSULTANT 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 4.62.030 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 [Reserved]

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.

**SECTION 28. FEDERAL AID GRANT ASSURANCES.**

28.1. Caltrans Funding Agreement. Pursuant to that certain agreement between the City of Palo Alto and the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation, Service Contract No. 75LX335, as may be amended (referred to herein as the "Caltrans Funding Agreement" and incorporated herein by reference), CITY will receive federal funding through the Section 130 Grade Crossing Improvement Program on a reimbursement basis for the Project, including for the Services to be provided by CONSULTANT under this Agreement. CONSULTANT shall not knowingly take, or knowingly fail to take, any action that may cause CITY (or CITY contractors including CONSULTANT) to violate any provision of the Caltrans Funding Agreement.

28.2. Indemnification of Caltrans. CONSULTANT shall indemnify, hold harmless, and defend Caltrans to the same extent that CONSULTANT is obligated to indemnify, hold harmless, and defend CITY under Section 16 of this Agreement. Caltrans and its officers, employees and agents shall each be an “Indemnified Party” as that term is used in Section 16.

28.3. Nondiscrimination. In addition to Section 22 of this Agreement, CONSULTANT shall comply with the following: During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**CONTRACT No. C21177400 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**

**BKF ENGINEERS**

\_\_\_\_\_  
City Manager

By:   
Name: Brian Scott  
Title: Principal/Vice President

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee

By:   
Name: Jean Chen  
Title: Chief Financial Officer-

Attachments:

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

## **EXHIBIT “A” SCOPE OF SERVICES**

### **A. Project Description and Background**

The California Department of Transportation Division of Rail, in cooperation with the Peninsula Corridor Joint Power Board (JPB) and City of Palo Alto (City), has proposed a railroad crossing improvement project at Churchill Ave and Alma Street in Palo Alto to enhance safety. Improvements will be designed and implemented by the City in the City's right of way, and by the JPB in the JPB's right of way. The two agencies will need to coordinate their respective work. Consultant will perform the services described in Section B of this Exhibit to implement the project improvements that the City is responsible for performing. This project will be federally funded under the Railway-Highway Crossings (Section 130) Program for the elimination of hazards at railway-highway crossings.

#### **1. Location and Summary of Existing Condition**

The railroad crossing at Alma Street and Churchill Avenue is a three-lane roadway with two eastbound lanes and one westbound. The two eastbound lanes consist of one combined through/left turn lane and a dedicated right turn lane. Palo Alto high school is located in the northwest quadrant of the intersection. There is also a bicycle lane through the crossing for eastbound traffic. A westbound bicycle lane starts just outside of the crossing in the northwest quadrant.

The rail crossing is a double-track crossing of the Caltrain mainline and there are currently 96 trains per day passing by this intersection at speeds up to 79 miles per hour (mph).

The crossing has a Commission Standard 9-A (additional flashing lights on a mast arm) for eastbound traffic and a Commission Standard 9 (flashing light signals with automatic gates) for westbound traffic. There are full pedestrian treatments in all four quadrants, consisting of Commission Standard 9 pedestrian gates, exit swing gates, channelization, and tactile strips. The crossing has a concrete panel crossing surface.

The Alma Street and Churchill Avenue intersection is located immediately east of the crossing. The traffic signals are interconnected with advance railroad preemption. There is enough storage space for one vehicle between the intersection and the railroad tracks.

This crossing experiences a large volume of bicycle traffic during the morning and afternoon school commute hours. The existing sidewalk and roadway intersection is near capacity when accommodating the large number of bicyclists using this intersection in that most bicyclists have to mix with vehicular traffic resulting in an uncomfortable situation for pedestrians, bicyclists, and vehicles.

Potential widening of the sidewalk would provide larger waiting space in the northeast quadrant for pedestrians and bicyclists.

In addition, eastbound motorists often queue within the train crossing envelope, due to the small storage space. Installing a pre-signal will better keep motorists outside of the dynamic envelope.

## 2. Required Intersection Improvements

The California Public Utilities Commission (CPUC) Rail Crossing Engineering Section made final recommendations for the safety improvements to be funded under the Section 130 program at the Alma/Churchill at-grade railroad crossing, based on recommendations developed by a diagnostic team that analyzed the existing conditions with respect to vehicular travel, bicycle travel, pedestrian pathways, and rail traffic.

While some of elements below already exist with another recent project at this crossing, the Section 130 required improvements include, but are not limited to the following:

- i. Install a pre-signal in the southeast quadrant for eastbound traffic.
- ii. Install R13A (CA) "No Right Turn on Red" sign in the southwest quadrant for eastbound traffic.
- iii. Install pedestrian improvements in the northwest and northeast quadrants, including widening the sidewalks.
- iv. Install three new curb ramps in the northeast and northwest corners of the Churchill Ave and Alma St intersection.
- v. Install new crosswalks for the north and east legs of the Churchill Ave and Alma St intersection.
- vi. Install fencing in the northwest quadrant between Churchill Ave and the sidewalk.
- vii. Replace and Relocate the traffic signals in the northeast and northwest quadrants of the Churchill Ave and Alma St intersection.
- viii. Install a new traffic signal head in the southeast quadrant.
- ix. Update and modify signal phasing and timing
- x. Install new street lighting.
- xi. Relocate utilities in the northeast and northwest quadrants including gas lines, utility boxes, and utility poles.

All modifications shall be in accordance with the CAMUTCD, and CPUC General Guidelines.

## 3. Project Coordination

In addition to coordinating work on this project with the JPB, a separate City project is underway that will require coordination. The City is concurrently working on a design for the Churchill Avenue Enhanced Bikeway Project Improvements. The project limits of this bicycle safety project begin west of the tracks, along the north side, and continue up towards El Camino Real. Working closely and coordinating the design of this Alma/Churchill project with the project designer for the bicycle safety project is required to make sure that the design does not cause a conflict with either project.

**B. SCOPE OF WORK:**

**1. Task One: Concept Plan Lines & Project Approvals**

- A. Consultant shall complete all tasks required to finalize the conceptual design of permanent pedestrian improvements along Churchill Avenue (some improvements shown on the concept plan included with the RFP, and also shown in the Proposed Innovations section of Consultant's proposal). Together with the conceptual design, Consultant shall provide a preliminary cost estimate and renderings.\
- B. Consultant shall conduct any potholing required in order to verify any utility relocations that might be required as a result of a new signal pole foundation on the southeast corner of the intersection. Utility identification and survey is included in Task Two.
- C. Consultant shall prepare a traffic analysis to evaluate the implications of the proposed improvements using the existing traffic volumes and model (with train preemption). Results and evaluation will include:
  - i. Traffic signal's operational Level of Service (LOS). This analysis shall include an evaluation of the AM and PM peak hours for the existing and proposed configuration, and identify any potential degradation of the intersection by any of the above improvements.
  - ii. Queue lengths for vehicles, bicycles, and pedestrians.
  - iii. Signal phasing and timing opportunities.

This analysis shall be reported in the form of a Technical Memorandum.

- D. Consultant shall prepare outreach and presentation materials, and meeting notices for either virtual meetings or in-person meetings with the following groups: Palo Alto residents/community, Palo Alto Unified School District and JPB Staff. The Consultant team will be comprised of individuals who together demonstrate a strong history of working cooperatively and successfully with each of these group. The proposed roadway changes should at a minimum incorporate the scope of work described above. The meetings with Palo Alto residents/community will include:
  - i. Public Outreach Meeting #1 will present a range of potential improvements. The purpose of this first meeting is to educate the community on the project objectives, solicit site-specific feedback on existing issues, and understand existing community concerns.
  - ii. Public Outreach Meeting #2 will present plan alternatives. The purpose of this second meeting is to report back to the community the existing community concerns, educate the community about the plan alternatives, and solicit feedback on development of a preferred alternative. After final development of the concept plan alignment, the Consultant shall begin coordination with JPB to seek any design exceptions and appropriate permits required for the implementation of the project.
  - iii. Public Outreach Meeting #3 will present the preferred concept plan. The purpose of this third meeting is to report back to the community their feedback on the alternatives, educate the community about the preferred concept plan, and solicit input on design refinements.

- E. Following receipt of City, JPB and all other staff/agency comments and revisions, the Consultant shall present the conceptual design for review and approval by the Palo Alto Pedestrian and Bicycle Advisory Committee (PABAC) and the Planning and Transportation Commission. The City will be responsible for scheduling these meetings.

Following PABAC and Planning and Transportation Commissions' recommendations, the Consultants shall present the conceptual design for review and approval by the City Council (if needed). The proposed project is categorically exempt from the requirements of the California Environmental Quality Act, as amended (California Public Resources Code 21084). No further environmental review will be required.

- F. Consultant shall also serve as a scribe at all meetings described above and provide the City with meeting notes and action items following each meeting.

Task One Deliverables include the following items:

- i. Outreach Plan
- ii. Assumed total of up to 12 meetings.
- iii. Traffic Memorandum
- iv. 35% Design (finalize concept plan lines)
- v. Illustrative project drawings/renderings (a single 3D visual simulation, if needed), presentation materials and preparation of staff reports necessary to convey the conceptual designs to the public and decision-makers
- vi. Preliminary cost estimates

### **Task Two: Development of Plans, Specifications, and Engineer's Estimate**

- A. After City Council approval (if required), Consultant shall prepare final design plans, specifications, and engineer's estimates for construction of the project, based on the approved conceptual design. Improvement plans shall include necessary all required civil details prepared by a Registered Professional Civil Engineer with good standing with the State of California. Proposed improvements may include, but are not limited to, the following types of elements: surveying, traffic signal modifications, traffic operations analysis, street lighting improvements, roadway resurfacing, sidewalk realignment and/or widening, drainage improvements, utility relocations, signage and striping, traffic calming elements, way-finding, and rail improvements , temporary construction easements, pedestrian safety and any required surveying to properly analyze and design the project.

Project Specifications shall be consistent with Palo Alto Standard Specifications. During plan development, the Consultant shall provide 50% and 100% plans and engineer's estimates based on the improvement plans and comparable bids for similar projects to ensure the project remains within the project budget.

- B. Consultant Team shall prepare its own survey and potholing to properly analyze the project area in order to prepare accurate design plans for construction. The City will make available any survey and CAD files prepared as part of past studies (if available). Consultant shall prepare the following:
  - i. A Boundary Survey will be prepared in conformance with the requirements of the Professional Land Surveyors' Act. (CA Business & Professions Code Chapter 15 – Article 1). The boundary information will be limited to the right of way lines of

Alma St, Churchill Ave and the JPB boundary in the project area as defined in the RFP.

- ii. A Topographic Survey will be prepared to document the existing conditions of the site defined in the RFP. A combination of conventional surveying methods will be utilized in all areas up to the JPB boundary, with 3d scanning technology being employed within the JPB boundary. The 3d scanning will provide the ability to gather topographic data without having to be within the JPB boundary.

All site features will be located within the project limits including the existing fences, driveways, curb, gutter and sidewalks, buildings and sheds, spot grades, parking stalls, trees, parking signage posts, walls, tracks and visible surface utilities and USA paint and visible Storm and Sanitary sewer structures and inverts of pipes.

Vertical Control – After horizontal control has been established, in the boundary task above, a level loop will be performed for vertical control (elevations). The vertical datum for the project will be NAVD 88 (North American Vertical Datum of 1988) or the City of Palo Alto datum.

Utility investigation services will be performed using industry acceptable methods, including Ground Penetrating Radar (GPR) to determine the approximate horizontal position and count of existing utilities within the areas designated by the client. Field crews will use a combination of water-based paint and pin flags (in the appropriate APWA color) to mark the results of investigation on the ground surface. Available utility record information will be compared with the results of field investigation services to attempt to map all underground utilities. Utilities not identifiable due to lack of utility record information or above ground appurtenances will be marked with pink paint on the ground surface and annotated as “Unknown” on the project deliverables.

At locations where pole foundations will be proposed, a potholing budget has been included. It is assumed, for budgeting purposes, that a maximum of 5 potholes would be required.

- C. Meetings with City and JPB staff for the review of design plans, specifications and construction staging shall be held virtually on a regular basis. The City will be responsible for securing community and project team meeting facilities. The Consultant shall be responsible for the preparation of all outreach materials, including media ads to be coordinated for publication by the City, meeting notice flyers for mailing to residents by the City, and community meeting presentations. The Consultant shall also serve as a scribe at all community meetings and provide the City with meeting notes and action notes within 5- business days of each meeting.

The Consultant should plan on the following meeting schedule (all held virtually) to successfully develop the final project plans (up to 12 meetings during task 1 and up to 6 meetings during task 2):

- i. Monthly coordination meetings with City and JPB staff
- ii. Attend two (2) community outreach meetings
- iii. One (1) Palo Alto Bicycle Advisory Committee meetings,
- iv. Two (2) Palo Alto Unified School District meetings
- v. One (1) City-School Traffic Safety Committee meeting
- vi. One (1) PTC meeting
- vii. One (1) City Council meeting.

Public Outreach Meeting #4 will present 50% design level plans. The purpose of this meeting is to report back to the community their feedback on the preferred plan and show how the current design reflects the community feedback.

Deliverables for Task Two include the following items:

- i. 50% PS&E Design Packages (24"x36" size plans, up to 10 sets, soft copy in pdf format)
- ii. 100% PS&E Bid Package (24"x36" size plans, 5 sets, soft copy in pdf format)
- iii. Technical Project Specifications
- iv. 50% and 100% Engineers Cost Estimate
- v. Procurement of all necessary permits to allow for the construction of the project

### **Task Three: Alternative Concept Plan Line**

- A. Consultant shall prepare a conceptual design of an alternate scenario to include the pedestrian crossing along Churchill Avenue and other similar alternatives such as eliminating the Alma right turn pocket. The results of this task may be required concurrent with Task One at City's request.

Deliverables include the following items:

- i. 35% Design (alternative concept plan lines)
- ii. Illustrative drawings and presentation materials and preparation of staff reports necessary to convey the conceptual designs to the public and decision-makers
- iii. Preliminary cost estimates

### **Task Four: Construction Support Services**

- A. Consultant shall provide design support services to assist the City in the implementation of the construction phase. Tasks include, but are not limited to: City's selected construction contractor's submittal review/approval, responding to RFI's and resolving any design conflicts/changes.

### **Optional Tasks:**

The following are not included in this basic Scope of Services, but may be added as additional services at City's request, and subject to negotiation of a fee and amendment of this Agreement if additional compensation is required.

- A. **Visual Simulation:** Prepare an additional computer generated schematic-level visual simulation to illustrate spatial relationships and help community members better visualize proposed improvements.
- B. **On-line Surveys:** Prepare an on-line survey as part of Task One to solicit community feedback on the developing plan concepts and summarize results in input summary memo.
- C. **Green Infrastructure:** The incorporation of green infrastructure in this project is not shown on the concept plan included with the RFP. Without knowing what elements of

green infrastructure might be included, if at all, the budget cannot be estimated for this optional service. Options and alternatives can be identified and evaluated and then designed as part of this optional service.

- D. Street lighting and Rule 20 undergrounding:** Street lighting at the intersection and crossing is included in the basic Scope of Services above. Without knowing what extents of street lighting along Churchill might be included, if at all, the budget cannot be estimated for this optional service. Options and alternatives can be identified and evaluated and then designed as part of this optional service for undergrounding or street lighting along Churchill.

**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.

Milestones	Completion No. of Days/Weeks From NTP
1. Concept Plan Lines & Project Approvals	September 2021
2. Development of Plans, Specifications & Engineers Estimate	September 2022
3. Alternative Concept Plan Line	September 2022
4. Construction Support Services	March 2024

**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.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Concept Plan Lines & Project Approvals)	\$ 45,472.00
Task 1C (Traffic Analysis by subconsultant, Hexagon)	\$25,850.00
Task 1D (Public Outreach by subconsultant, Callander Associates)	\$40,187.00
Task 2 (Development of Plans, Specifications & Engineers Estimate)	\$135,912.00
Task 3 (Alternative Concept Plan)	\$ 16,794.00
Task 4 (Construction Support Services)	\$ 18,144.00
 Sub-total Basic Services	 <b>\$282,359.00</b>
Reimbursable Expenses	\$ 4,327.00
 Total Basic Services, and Reimbursable expenses	 \$286,686.00
 Additional Services (Not to Exceed)	 \$ 43,003.00

Maximum Total Compensation

\$329,689.00

**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 anticipated to be more than \$1,000.00 shall be approved in advance by the CITY's project manager.

**ADDITIONAL SERVICES**

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

**EXHIBIT "C-1"**  
**HOURLY RATES SCHEDULE**

<b>Job Positions</b>	<b>Hourly Rate</b>
Associate	\$219
Project Manager	\$209
Project Engineer	157
2-Person Survey	\$295
Project Surveyor	\$157

## 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:

REQUIRED	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	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> 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 INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
  - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- II. CONTACTOR MUST SUBMIT CERTIFICATE(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 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 INSUREDS, 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>**

**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: AF69058099DF44FA8C58A7FAEFC1C0B0	Status: Completed
Subject: Please DocuSign: C21177400 BKF - Legal Reviewed with Section 28v.2.pdf	
Source Envelope:	
Document Pages: 24	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Terry Loo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Terry.Loo@CityofPaloAlto.org
	IP Address: 199.33.32.254

## Record Tracking

Status: Original	Holder: Terry Loo	Location: DocuSign
9/9/2020 3:53:14 PM	Terry.Loo@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

## Signer Events

Brian Scott  
 bscott@bkf.com  
 Principal/Vice President  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 BCBDD3A491747432...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.209.179.1

## Timestamp

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 Viewed: 9/9/2020 3:56:29 PM  
 Signed: 9/9/2020 3:58:19 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jean Chen  
 jchen@bkf.com  
 Chief Financial Officer-  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 206.169.98.234

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**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

Ruchika Aggarwal  
 Ruchika.Aggarwal@CityofPaloAlto.org  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 9/9/2020 4:25:01 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Jason Mansfield  
jmansfield@bkf.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 9/9/2020 4:25:02 PM

Sarah Wilson  
Sarah.Wilson@CityofPaloAlto.org

City of Palo Alto  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 9/9/2020 4:25:03 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/9/2020 4:25:03 PM
Signing Complete	Security Checked	9/9/2020 4:25:03 PM
Completed	Security Checked	9/9/2020 4:25:03 PM

Payment Events	Status	Timestamps
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