



City of Palo Alto

City Council Staff Report

(ID # 11112)

Report Type: Consent Calendar

Meeting Date: 2/24/2020

Council Priority: Climate/Sustainability and Climate Action Plan,
Transportation and Traffic

Summary Title: Contract Approval for 2020 S/CAP Consultant Services

Title: Approval of Contract Number C20176783 With AECOM Technical Services, Inc., for Professional Services Related to the 2020 Sustainability and Climate Action Plan Update and SB743 Implementation in the Amount of \$573,228; and Approval of an Exemption From Competitive Solicitation for SB743 Scope of Work

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute Contract No. C20176783 with AECOM Technical Services, Inc. (AECOM, Attachment A), in an amount not to exceed \$573,228 for the 2020 Sustainability and Climate Action Plan (S/CAP) Update and SB743 Implementation, and approve a competitive solicitation exemption for the SB743 Implementation Scope of Work.

Executive Summary

Staff is developing a 2020 Sustainability and Climate Action Plan (S/CAP) to help the City meet its sustainability goals, including its goal of reducing Greenhouse Gas (GHGs) emissions 80 percent below 1990 levels by 2030. The contract with AECOM will support a 2020 S/CAP Update that will guide City actions and City-community partnerships for climate action, including climate change mitigation toward the City's adopted GHG reduction target. Concurrent to the development of the 2020 S/CAP Update, staff will work with consultants to develop a new vehicle miles traveled (VMT) policy to comply with SB743 and to complement the VMT inventory and impact analysis that is needed for the 2020 S/CAP Update. The City is also seeking assistance with preparation of a related environmental review in conformance with the California Environmental Quality Act (CEQA).

Background

The City of Palo Alto has long been a leader in sustainability, making impressive progress towards reducing its carbon impacts, greenhouse gas emissions, and resource consumption since adopting a [Sustainability Policy](#) in 2001. Since then, the City has undertaken a wide range of initiatives to improve the sustainability performance of both government operations and the community at large, including adopting a [Sustainability and Climate Action Plan \(S/CAP\) Framework](#) in 2016, which includes a goal of [reducing Greenhouse Gas \(GHGs\) emissions 80 percent below 1990 levels by 2030](#). Staff worked with consultants to produce the S/CAP Framework, which provided direction and overall goals through 2020. The intent of the S/CAP was for staff to update it every five years and develop more granular five-year work plans and short-term programs, rather than attempt to build a detailed 14-year work plan.

Discussion

For the City to continue progress towards its climate and sustainability goals and targets, a 2020 S/CAP Update is necessary to study further the highest impact actions. Staff is drafting proposed goals and Key Actions in the following areas: Energy, Mobility, Electric Vehicles, Water, Climate Adaptation and Sea Level Rise, Natural Environment, and Zero Waste. These goals and Key Actions will be the foundation for the 2020 S/CAP Update. Staff will bring the proposed goals and Key Actions to the community for their input and further refinement. Staff recommends contracting with AECOM to perform an impact analysis on the proposed Key Actions, which will detail the costs and benefits (including co-benefits), expected GHG emissions reductions, and sustainability benefits. The 2020 Sustainability and Climate Action Plan will:

- Clearly explain the community's climate challenges, and the challenges and opportunities it faces in meeting its ambitious climate and GHG reduction goals;
- Serve as a mechanism to tie together the City's existing and developing sustainability initiatives, strategies, and plans with the community's goals;
- Update a set of cohesive sustainability strategies, implementation plans, Key Actions and metrics for measuring progress, and for improving Palo Alto's sustainability, and its contribution to regional and State strategies and initiatives; and
- Have broad community input and incorporate the results of community engagement efforts.

On October 8, 2019, the City released a Request for Proposals (RFP) seeking proposals for six tasks related to the S/CAP Update and providing an option for proposers to also suggest project innovations. The City received 6 proposals.

Summary of Bid Process

Bid Name/Number	2020 Sustainability / Climate Action Plan
Proposed Length of Project	Three Years
Number of Prospective Bidders on PlanetBids	41
Total Days to Respond to Bid	37
Date of Pre-Bid Meeting	October 24, 2019
Number of Bids Received	6
Bid Price Range	\$189,320 - \$248,500

An evaluation committee consisting of staff from the Public Works Department and City Manager’s Office reviewed the proposals. Two firms were invited to participate in oral interviews on December 12, 2019. The proposals were judged on the following criteria:

- Quality of the proposal
- Quality, performance, and effectiveness of the solution, goods, and/or services to be provided
- Experience
- Contractor’s financial stability
- Contractor’s ability to perform the contract within the time specified
- Contractor’s prior record of performance with city or others
- Contractor’s compliance with applicable laws, regulations, policies, and guidelines
- Contractor’s ability to provide future maintenance, repairs, parts, and/or services

AECOM was selected as the preferred consultant team due to their demonstrated strong technical knowledge, comprehensive program design, and ability to meet program timeline and budget needs.

The total not-to-exceed amount in the proposed contract with AECOM is \$573,228, including \$413,232 for base services and core tasks, \$40,000 for additional services, and \$119,996 for optional services as needed and required by the City. The contract amount is significantly greater than AECOM’s submitted base services proposal due to the inclusion of three tasks that AECOM proposed as project innovations or options: (1) “SB743 Implementation Support”, which is incorporated as Task 7 of the contract; (2) “Prepare 2020 and 2021 GHG inventories”, which was made part of Task 1, and (3) “Use of Other GHG Quantification Tools”, which was made part of Task 4, all as further described below.

The original AECOM Cost Proposal for RFP Scope of Work Tasks 1-6 included a Not-to-Exceed Amount of \$212,036 for base services. The RFP allowed proposers to suggest technical or

procedural innovations to enhance the RFP Scope of Work. The AECOM Cost Proposal included 9 innovative and optional tasks with a proposed range of \$183,500 - \$350,000 to complement and enhance the scope of work described in the RFP. The City opted to include 2 optional tasks and 1 innovative task for an additional \$202,079 in base services and up to \$159,996 in additional and optional services.

RFP Scope of Work Task 1: Create a citywide GHG emissions inventory, included a deliverable of a community-wide GHG inventory for calendar year 2019. Task 1 also included an option to request GHG inventories for calendar years 2020 and 2021. The City opted to include optional task "Prepare 2020 and 2021 GHG inventories" for an additional \$39,248 in base services.

RFP Scope of Work Task 2: Calculate Transportation-Related Emissions, included a deliverable to develop, test, and validate a methodology that could provide annual analysis of vehicle miles traveled (VMT) and GHG impacts of road travel into Palo Alto, out of Palo Alto, and within Palo Alto (and, for the purposes of VMT modeling, through Palo Alto as well). To complement this deliverable, and to ensure that the VMT impact analysis is accurate and meets newly adopted CEQA guidelines, AECOM proposed optional task "SB743 Implementation Support," which focuses on newly adopted state-wide VMT requirements. Concurrent to the development of the 2020 S/CAP Update, staff will work with consultants to develop a new VMT policy. To comply with SB 743 and new CEQA guidelines adopted last year, the City will need to make a series of decisions about how to change current transportation impact analysis from measuring impacts to drivers and shift to measuring the impact of driving through the use of VMT. The City needs to adopt a VMT methodology and thresholds for CEQA purposes by July 1, 2020. The City opted to include optional task "SB743 Implementation Support" for the not to exceed amount of \$309,995, which consists of \$149,999 for base services and up to \$159,996 for additional services.

RFP Scope of Work Task 4: Greenhouse Gas Emissions Reduction and Sustainability Benefits, included a deliverable to conduct an impact analysis detailing the cost and benefits of proposed Key Actions, including co-benefits, expected GHG emissions reductions, and sustainability benefits, and include ranges of GHG emissions reductions for different projected outcomes based on different targets, where applicable. RFP Scope of Work Task 1 specified that the community-wide GHG emissions inventory should be prepared using the Statewide Energy Efficiency Collaborative (SEEC) ClearPath analytical tool. ClearPath currently includes approximately 40 GHG calculators for actions related to building energy use, renewable energy development or procurement, transportation and mobility, electric vehicle use, and water conservation. ClearPath does not have calculators for other areas included in the City's proposed 2020 S/CAP Areas. Because the GHG reductions for actions in those areas cannot be quantified using ClearPath, the City opted to include innovative task "Use of Other GHG Quantification Tools" for an additional \$12,832 in base services. Where GHG emissions quantification is not supported in ClearPath, AECOM will use alternative tools such as the AECOM-developed CURB tool or Fehr & Peers Trendlab+ tool.

Due to the addition of the new Scope of Work Task 7: SB743 Implementation Support, staff is requesting that Council approve a competitive solicitation exemption for Task 7 of this contract under Palo Alto Municipal Code Section 2.30.360. Section 2.30.360 allows exemptions from competitive solicitation requirements in “situations where solicitations of bids or proposals would be impracticable, unavailing or impossible;” for example, where due to circumstances beyond the control of the City the time necessary to use the competitive solicitation process, procedures and requirements would result in a substantial economic loss to the city or the substantial interference with a required city operation.” An exemption here is necessary because the City must adopt a new VMT-based threshold of significance for transportation impacts under the California Environmental Quality Act (CEQA) by July 1, 2020 in order to conduct CEQA review and adopt new CEQA documents in compliance with state law. The advance work and analysis required to adopt a new threshold will need to begin imminently in order to meet the state mandated deadline.

Resource Impact

This is a multi-year contract. The first year of funding for Sustainability tasks is anticipated to be \$200,000 and is included in the Fiscal Year 2020 operating budget from City Manager’s Office – Office of Sustainability. Remaining funding of \$65,000 will be evaluated as part of the development of the FY 2021 budget and any additional appropriation of necessary funding is subject to City Council approval.

Funding for the SB743 Implementation Support Task over the course of the contract is approximately \$310,000. Of this amount, \$150,000 is anticipated for activities occurring in the first year, FY 2020. Staff expects that the Office of Transportation can absorb these costs in FY 2020 appropriated funds due to staffing vacancies and non-salary funding that was carried forward from FY 2019 to FY 2020. The remaining funding of \$160,000 for additional and optional tasks for SB743 Implementation will be brought forward for Council’s review. Transportation will evaluate the necessity of these additional tasks in the context of City priorities and required tasks for SB 743 implementation. Any additional appropriation of necessary funding is subject to City Council approval.

Stakeholder Engagement

Staff has developed an Engagement Plan which identifies relevant stakeholders, proposed materials, and desired meeting milestones and outcomes. AECOM will execute and manage the external (community) portion of the engagement Plan, to be completed by December 2020.

Environmental Review

The recommended action would allow for preparation of a Sustainability and Climate Action Plan (S/CAP) Update and SB 743 implementation policy and proposals, all for consideration by Council at a later date. This contract does not constitute a project and is not subject to environmental review under provisions of the California Environmental Quality Act (CEQA). This contract includes a task to prepare appropriate environmental review documents of the 2020 S/CAP Update to be considered by Council for approval prior to any action on the S/CAP.

Attachments:

- Attachment A Aecom Technical Services

CITY OF PALO ALTO CONTRACT NO. C20176783

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this _____ day of _____, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and AECOM TECHNICAL SERVICES, INC., a California corporation, located at 2020 L Street, Sacramento CA 95811 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to develop a 2020 Sustainability and Climate Action Plan (S/CAP) Update (“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.

CITY shall furnish to CONSULTANT all applicable information and technical data in CITY’s possession or control reasonably required for the proper performance of the Services. CONSULTANT shall be entitled to reasonably rely without independent verification upon information and data provided by CITY or obtained from generally accepted sources within the industry, except to the extent such verification by CONSULTANT is expressly included in required in the Services.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through December 1, 2022 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 Four Hundred Thirteen Thousand and Two Hundred Thirty Two Dollars (\$413,232.00). 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 Five Hundred Seventy Three Thousand and Two Hundred Twenty Eight Dollars (\$573,228.00). 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 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.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager

or designee.

Option B: 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:

Fehr & Peers

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 Claire Bonham-Carter as the Project Director to have supervisory responsibility for the performance, progress, and execution of the Services and Josh Lathan 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 Christine Luong, City Manager's Office, 250 Hamilton Ave, Palo Alto, CA 94301, Telephone: (650) 329-2148. 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, and payment in full for the CONSULTANT's Services, 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. Notwithstanding the foregoing, CONSULTANT shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement. 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.

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and authorized agents (each an "Indemnified Party") from and against demands, claims, or liability, including death or injury to any person, property damage or any other loss, including all costs and expenses including attorneys fees, experts fees, court costs and disbursements ("Claims") to the extent caused by 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 including 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, including 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 as stipulated in Section 14 herein.

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 that meet the standard of care set forth in Section 6 which

are of 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 CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 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.

OR

26.1 CONSULTANT is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. CONSULTANT shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

26.2 CONSULTANT shall comply with the requirements of Exhibit "E" for any contract for public works construction, alteration, demolition, repair or maintenance.

SECTION 27. MISCELLANEOUS PROVISIONS.

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

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

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

27.4. This document represents the entire and integrated agreement between the

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

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

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

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

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

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

27.10. All unchecked boxes do not apply to this Agreement.

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

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

CONTRACT No. C20176783 SIGNATURE PAGE

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

CITY OF PALO ALTO

AECOM TECHNICAL SERVICES, INC.

City Manager

Title: Vice President, Economics

APPROVED AS TO FORM:

City Attorney or designee

DocuSigned by:
Armond Tatevossian
4432FE9FC3F7423
Name: Armond Tatevossian

Title: Vice President, Assistant General Counsel

Attachments:

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

EXHIBIT "A"

SCOPE OF SERVICES

Task 1: Create a Citywide GHG Emissions Inventory

Subtask 1.1. Inventory Methodology Confirmation

A primary purpose of the project is to provide a 2019 inventory update that is directly comparable to the City's previous inventories, including the 2018 inventory, to help identify emissions changes and potential corrections in methodology. The 2019 inventory should comply with the methodologies and reporting template prescribed in the GPC.

Based on a review of the City's previous emissions inventory results in the 2016 Sustainability/Climate Action Plan Framework (S/CAP), it appears these inventories have generally followed the GPC BASIC reporting requirements; one of several reporting levels outlined in the GPC. However, there are additional emissions sub-sectors recommended for inclusion in a complete GPC BASIC inventory that are not currently included in the City's inventories, such as off-road vehicles and equipment. During project initiation, AECOM will confirm with the City which emissions sub-sectors are to be included in the 2019 inventory update to balance the goals of aligning with past inventories and with the GPC framework. This inventory update will include aviation sector emissions (which is recommended in GPC BASIC reporting) which will be a new sub-sector for inclusion compared to the previous inventories. AECOM has recent experience in collecting and analyzing this data as part of annual inventory updates prepared for the City of Los Angeles (2014-2017 inventories). During that project, AECOM worked with the City's airport consulting team who generated annual jet fuel consumption estimates using the FAA's recently approved Aviation Environmental Design Tool (AEDT). However, other data collection options are available, and AECOM will work with staff at Palo Alto Airport to determine what information is available to best achieve emissions calculations consistent with the GPC protocol.

Finally, the 2019 inventory update will be prepared using the SEEC ClearPath tool to help reinforce comparisons to the City's previous inventories, and to align with the GHG reduction estimates to be prepared as part of Task 4.

Subtask 1.1 Assumptions:

- 2019 GHG inventory will include same emissions sub-sectors as 2018 inventory, except for new addition of aviation emissions
- Staff at Palo Alto Airport will provide inventory data pertinent to aviation emissions estimates
- This project will not include revisions to previous GHG inventories

Subtask 1.2 Data Collection

Following confirmation of the preferred inventory sub-sectors to be included, AECOM will develop a corresponding data needs list. AECOM will identify which data, if any, can be collected from publicly available sources and work with the City's project team to identify points of contact for other items, including identification of the appropriate staff to contact regarding City data (e.g., electricity consumption data). AECOM will then develop data request letters that specify the type of data needed, preferred file format (e.g., Excel, CSV), data units, and any applicable emissions coefficients. AECOM will collect and organize the data for use in the inventory, with support from the City on data requests from other City departments.

Inventory Calculation

Following receipt of the inventory data described above, AECOM will upload activity data and emissions factors into ClearPath and compare the 2018 and 2019 inventories within the tool to understand where emissions changed. AECOM will host a video enabled web-based meeting to review the draft 2019 inventory results with the City and discuss emissions changes since 2018. Should the City have comments for revisions to be made based on the comparison results, AECOM will work the City project team to identify what additional or new information is required and then collect and update ClearPath accordingly to develop the final 2019 inventory. This task overlaps with Task 2. Calculate Transportation-Related Emissions; outputs from that task, including vehicle miles traveled estimates and vehicle emissions factors, will be used in ClearPath to develop a complete communitywide GHG inventory.

2020 and 2021 GHG Inventories

AECOM recommends a similar approach for the 2020 and 2021 inventories as described above. To facilitate development of these inventories, AECOM will provide to the City the 2019 inventory data needs list, including identified points of contact, and the data request letters. AECOM will also note data collection challenges and/or solutions in the data needs list to provide a guidebook for future inventory updates. AECOM will update the 2019 inventory data needs list, as necessary, to identify the new data to be collected for each inventory year. AECOM will also update the 2019 data request letters and confirm the previous points of contact for each letter with City staff. Following data collection, AECOM will upload the inventory data into the City's ClearPath account to estimate total GHG emissions. New VMT values for 2020 and 2021 will be required, interpolated from Fehr & Peers' 2019 and 2030 values and combined with emission factors for these years.

Subtask 1.2 Deliverables:

- 2019 inventory data needs list
- 2019 inventory data request letters
- 2019 data entered in City's ClearPath account
- As above for 2020 and 2021 inventories

Subtask 1.2 Assumptions:

- 2019 inventory will be calculated in ClearPath
- The City is not expecting additional VMT analysis for 2020 and 2021 however new VMT values for 2020 and 2021 will be required, interpolated from Fehr & Peers' 2019 and 2030 values and combined with emission factors for these years.

Task 2: Calculate Transportation-related Emissions

The following subtasks are structured to (1) develop an initial data collection and methodology and (2) subsequently develop an estimate of on-road VMT. This Task will be performed by CONSULTANT through its subconsultant Fehr & Peers.

Subtask 2.1 Transportation Methodology and Data Sources

Fehr & Peers will review existing tools available to estimate baseline (1990) and reporting year (2019) transportation-related emissions, including the Valley Transportation Authority (VTA) Travel Demand Model, the Metropolitan Transportation Commission (MTC) Travel Demand Model, and the San Mateo C/CAG Travel Demand Model. This information will be used to assess how to best establish VMT baselines, identify options for VMT baseline methodology, and recommend a candidate approach for use in calculating VMT.

Fehr & Peers will compile a list of potential data sources to estimate Palo Alto's existing VMT, fleet mix, and GHG emissions. This data will include traditional sources (e.g., observe data/counts, Census data on commute lengths, vehicle fleet data from the DMV, etc.) as well as emerging data sources (e.g., big data sources). For each data source AECOM will summarize:

- A description of the data (including advantages or disadvantages unique to the data source)
- A qualitative assessment of the robustness of the data sample
- Whether the data can be used to evaluate trends over time
- The estimated cost to acquire the data

Fehr & Peers has budgeted \$3,000 for data collection in this task. AECOM assumes that City staff will provide other data, such as daily traffic counts on road segments throughout the City, fleet mix data, public and private employee surveys, data from previous studies that included VMT estimation, etc. AECOM also assumes that City staff will request and obtain model files from VTA for this effort.

Fehr & Peers will prepare a brief technical memorandum summarizing available tools and data sources along with a proposed methodology for preparing VMT estimates by trip type (II, IX, XI, and XX)¹ and vehicle type for the City of Palo Alto. Fehr & Peers has included four hours of staff time to respond to one set of consolidated comments from the City and finalize the memo along with the approach for preparing VMT estimates.

Subtask 2.1 Deliverables:

- Technical memorandum summarizing tools, data sources, and proposed VMT estimate methodology (one electronic draft and final version)

Subtask 2.1 Assumptions:

- City will provide consolidated set of comments on draft technical memorandum; Fehr & Peers response to comments will take no more than 4 hours of staff time

Subtask 2.2 Develop Base VMT Estimates

On-road transportation is the largest source of GHG emissions in the City of Palo Alto, so accurate estimates of VMT are critical. Based on the outcome of Task 2.1 and upon verification from City staff of the preferred methodology, Fehr & Peers will develop a VMT estimation methodology that describes VMT by trip type (II, IX, XI, and XX), speed bin, and vehicle type for the baseline (1990) and reporting year (2019) scenarios. Fehr & Peers expects that this methodology will estimate number of trips using some combination of travel demand model data, trip length using origin/destination data collected in Task 2.1, and fleet mix using DMV fleet data. As part of development and documentation of this methodology, Fehr & Peers will also summarize the assumptions and areas of uncertainty including calculation error statistics.

Fehr & Peers will prepare a brief technical memorandum summarizing base VMT estimates along with supporting documentation of the accounting methods, data sources, and supporting files. Fehr & Peers has allocated a total of 4 hours to respond to one set of consolidated comments from the City before finalizing the memo.

Subtask 2.2 Deliverables:

- Technical memorandum summarizing VMT estimates and documentation (one electronic draft and final version)

Subtask 2.2 Assumptions:

- City will provide consolidated set of comments on draft technical memorandum; Fehr & Peers response to comments will take no more than 4 hours of staff time

¹ Trip types include II (trips that stay internal to Palo Alto), IX (trips with an origin in Palo Alto and a destination outside Palo Alto), XI (trips with an origin outside Palo Alto and a destination within Palo Alto), and XX (pass through trips that have neither an origin nor destination in Palo Alto)

Subtask 2.3 Recommendations for Future VMT Forecasts

Fehr & Peers will prepare a brief memorandum with considerations for future updates and potential enhancements to VMT estimation methods.

Task 3: Business as Usual Forecast

Estimating future emissions levels is critical to understanding the extent of local actions needed to achieve the City's 2030 GHG emissions target. AECOM will develop emissions forecasts that reflect implementation of applicable federal, state, and local actions that will be implemented with a high degree of certainty to help understand the scale of additional action that will be required to achieve the 2030 target. AECOM will analyze the emissions forecast implications of current City initiatives and policies, including but not limited to the S/CAP, 2018-2020 SIP, 2030 Comprehensive Plan, 2018 Zero Waste Plan, Bicycle and Pedestrian Transportation Plan, Sea Level Rise Adaptation Policy, and Urban Forest Master Plan. To honor the budget parameters suggested in the RFP addendums, AECOM recommends the following approach within this scope.

AECOM will review the emissions forecast assumptions from the 2016 S/CAP to understand how the City has previously analyzed future emissions. In community inventories, this is sometimes based on simple growth indicators, like population and employment growth, or by sub-sector-specific indicators, like local travel demand forecasts based on the General Plan's development assumptions. AECOM will identify the previously used growth indicators and confirm with the City that a similar approach to emissions forecasting should be used. In instances where AECOM believes the previous growth indicators could be revised to better reflect the local context, AECOM will discuss options with the City and determine the final list of indicators to be used in the BAU forecast. This process could include conversations with the same agencies and City departments identified for the GHG inventory update to identify relevant growth assumptions.

Based on the 2016 S/CAP, the City has previously included several important local actions within the BAU forecasts, including City of Palo Alto Utilities efficiency incentive programs, the City's existing Green Building Ordinance and Reach Code, and the Bicycle and Pedestrian Master Plan. AECOM will work with City's project team to understand the full list of City actions that should be included in the BAU forecasts, as well as the previous assumptions for those programs from the 2016 S/CAP and how those assumptions may have changed. AECOM will also propose and review with the City a list of applicable Federal and State policies for inclusion in the BAU forecasts.

AECOM will develop a data needs list based on the final growth indicators and the federal, state, and local policies to be reflected in the BAU forecasts. AECOM will work with the City to collect all necessary information. AECOM envisions that the City can take the lead on collecting growth factor information for emissions sub-sectors related to City-provided services (e.g., utility demand forecasts, aviation activity forecasts), city-specific demographic growth indicators, and information related to the local policies and programs to be included in the forecasts. Note that

Fehr & Peers will produce the VMT forecasts for the BAU forecast using the VMT estimation tool and data sources identified in Task 2.

Following collection of all forecast data, AECOM will develop a table summarizing the growth factors by emissions sub-sector and will then upload the factors into ClearPath to develop the 2030 emissions forecasts. AECOM will host a video enabled web-based meeting to review the final BAU forecast growth factors and results.

Task 3 Deliverables:

- Summary of emissions growth indicators for review with City staff
- Draft and final list of local, state, and federal actions that should be include in BAU forecasts
- Data needs list of emissions growth indicators and local/state/federal action assumptions
- Summary table of growth factors for use in ClearPath

Task 3 Assumptions:

- City staff will provide technical information on growth assumptions included in 2016 S/CAP
- City staff will help update implementation/forecast assumptions for local actions included in BAU forecasts
- City staff will provide city-specific growth factors identified in data needs list (e.g., electricity demand forecasts, demographic growth estimates)

Task 4: Greenhouse Gas Emissions Reductions and Sustainability Benefits

To assist the City of Palo Alto in advancing S/CAP actions, AECOM will conduct an impact analysis of each action to understand how the cost of implementation compares to business as usual and understand the wide range of benefits that result from these actions. This analysis will allow the City to better understand how the proposed S/CAP actions might impact the City's budget and residents, including from co-benefits of actions that may not be monetizable within the scope of this high-level analysis. Finally, this analysis will be structured with attention toward using the information developed to prioritize actions for implementation, and to inform later efforts related to funding and financing implementation of S/CAP actions.

Task 4.1 Categorize Proposed Actions into Business-as-Usual and New Actions

AECOM will create a matrix to identify which of the proposed actions follow a business as usual implementation pathway from a capital and operations perspective as compared to those actions that will require additional effort from the City to implement. For example, an action that would make it more convenient not to drive by enhancing active transportation would not be an additional cost beyond business as usual if another plan, such as a transportation plan, already includes funding for cycling and pedestrian paths. Other actions, such as increasing the use of recycled water would likely be an action above and beyond business as usual. This matrix will outline the actions that require additional city effort and will be assessed further in Task 4.2.

Subtask 4.1 Deliverables:

- Action categorization matrix

Task 4.2 Identify Estimated Costs Associated with New Actions

To understand the implementation cost of S/CAP actions that require expenditures beyond business as usual, AECOM will estimate costs for these actions. For example, for an action such as replacing the city fleet with electric vehicles (EV), AECOM will estimate what it would cost to purchase and maintain EVs compared to fossil-fueled vehicles. AECOM will confirm the key action implementors and propose implementation approaches for each that would provide enough definition to allow for cost estimation. In the example above, AECOM would confirm whether EV infrastructure is already in place and how electricity will be sourced for EV charging. As this effort will represent a high-level analysis, costs should be considered initial estimates that can be refined over time as implementation planning proceeds.

Implementation cost determination

For measures where the City has a concept of how implementation would be executed (e.g., increasing use of existing infrastructure), AECOM can apply those estimates; when information is not available, AECOM would assume that new construction would be necessary as a conservative approach (i.e., these costs would likely be in the high-end range). AECOM will estimate costs using desktop research and leveraging previous work and will adjust costs to local levels using price and construction cost indices. As part of this effort, AECOM will define a timeframe for analysis that is relevant for each implementation approach (e.g., capital approaches will use capital infrastructure lifetime).

Subtask 4.2 Deliverables:

- Summary of action cost estimates

Task 4.3 Estimate GHG Reductions

AECOM will estimate the GHG reduction potential of the proposed actions using SEEC ClearPath as the quantification tool to maintain consistency with the GHG inventory and forecasts described in Tasks 1 and 3. AECOM assumes that not all the proposed actions will have GHG reduction benefits or that ClearPath can support GHG reduction quantification of all proposed actions. ClearPath currently includes approximately 40 GHG calculators for actions related to building energy use, renewable energy development or procurement, transportation and mobility, electric vehicle use, and water conservation.

Upon receipt of the proposed S/CAP actions, AECOM will identify which have corresponding GHG calculators in the most current version of ClearPath. AECOM will then work with City staff to define implementation assumptions for these actions based on the inputs required in ClearPath; Fehr & Peers will assist in developing action implementation assumptions for the mobility and electric vehicle calculators in ClearPath. AECOM will upload the action implementation assumptions into ClearPath to develop draft GHG reduction estimates. AECOM will then review with the City project team the draft set of GHG reductions that is organized by action and includes the corresponding implementation assumptions. During this meeting, AECOM will preliminarily discuss which assumptions should be revised, and assume the City project team will coordinate with other City staff to produce a revised and final set of

implementation assumptions. AECOM will incorporate the new assumptions into ClearPath and submit to the City a final GHG reduction table with calculated reductions and implementation assumptions for each quantified action.

Given the City has proposed actions that will reduce GHG emissions but for which quantification is not supported in ClearPath AECOM will use an alternative tool such as the AECOM developed CURB tool.

Subtask 4.3 Deliverables:

- Comparison table of proposed actions and corresponding ClearPath GHG calculators
- Use of CURB or other calculators where ClearPath cannot be used (for up to 4 actions)
- One draft and final GHG reduction estimate summary tables

Subtask 4.3 Assumptions:

- City will help develop action implementation assumptions for use in ClearPath
- City will provide one set of consolidated comments on the draft deliverables

Task 4.4 Identify Additional Benefits & Considerations

Many S/CAP strategies will likely provide additional benefits that may not be accounted for via the monetary approach or GHG analysis described above. For example, the actions such as those that promote local energy supply, sharing and storage could allow for increased energy resilience, limiting operational disruption during a major event and resulting in avoided costs (i.e., benefits) to the City. Other investments, in efficient water use might decrease the City's risk in the case of a drought and reduce reliance on water that is imported. A broad range of other action co-benefits could be considered, such as improved local air quality, preservation of habitat, reduced cost of living, or reduced socio-economic disparities. These additional benefits and their distribution (e.g., private property owners, disadvantaged communities) will be qualitatively evaluated and included/highlighted in the analysis. AECOM proposes that the key co-benefits to be evaluated are selected through community input collected in meeting #1 and with stakeholder and city staff input. The co-benefits will be used to support action prioritization; benefit allocation also supports an understanding of funding and financing methods for the S/CAP actions.

AECOM will facilitate an action prioritization process with City staff and other stakeholders based on the list of 40 proposed actions using a version of the climate action prioritization tool AECOM has developed for C40 Cities. The tool allows users to define a long list of potential actions and then refine and narrow the initial list through a series of screening questions and action definition stages. Users can then select co-benefit and feasibility criteria to evaluate each potential action. Primary benefits of GHG emissions reduction and climate hazard risk reduction are also included and evaluated separately. AECOM will instruct the City on how to use the tool, facilitate discussions with stakeholders to select the co-benefit and feasibility criteria for action evaluation, assist in the action evaluation process, and facilitate a post-analysis discussion to select a prioritized set of actions based on the analysis results and the graphic outputs in the tool.

Portions of this task will be integrated into the Task 5 stakeholder engagement activities to incorporate community priorities in action evaluation and increase community buy-in for the final set of prioritized actions.

As an example of meaningful criteria, it is likely that a priority action will:

- Provide substantial GHG reductions (could rank into high-med-low based on the action's relationship to GHG inventory contributions and if the action is mandatory, voluntary, etc.)
- Contribute to City's equity goals (will the action benefit "frontline communities"?)
- Have a known implementation funding mechanism available
- Be identified as a priority/preferred action through stakeholder engagement
- Reduce short-lived climate pollutants (and therefore positively benefit public health)

AECOM will provide a brief memo describing the proposed action evaluation process. Following review and revision of the draft actions list through the stakeholder engagement process, AECOM will evaluate the final list of actions using this evaluation framework, document the results in an action impact analysis memo, and review the memo results with City staff.

Subtask 4.4 Deliverables:

- Action evaluation process memo
- Action impact analysis memo

Task 5: Community Engagement

The City will develop the Community Engagement Plan for this project. AECOM will work closely with City staff to implement the Engagement Plan and help develop clear and compelling key messages, build community support, obtain meaningful input and keep the public informed throughout the course of the project.

The City is proposing that each of the 7 issue areas will have its own topic specific community engagement run by the appropriate City department (particularly building electrification, sea level rise and transportation topics).

Subtask 5.1 Community workshops

For the S/CAP 2020 update, there will be 2 specific meetings that AECOM will participate in:

1. **Meeting One (March/April 2020)** – Introduce the update and the process, get input on co-benefits for use in Task 4 (e.g., if the community is concerned about air quality issues, air quality improvements is an important co-benefit to assess.), get feedback on initial action ideas to make sure the City is on the right track. Each topic will have its own

breakout table/room (depending on number of participants expected). Each topic area will provide feedback to the whole group. The draft list of actions will be provided in advance on the city website so that participants are better able to choose in which break out session they wish to participate. The City will provide facilitators for each table.

2. **Meeting Two (Fall 2020)** – This will be billed as the ‘*2020 S/CAP Update Summit*’ and will involve use of the C40 prioritization tool to help finalize the list of actions.

Deliverables:

- Two (2) community workshops

Assumptions

- As per Addendum 2, the City will prepare all engagement materials for the community workshops.
- The City will be responsible for meeting logistics such as booking meeting venues and meeting invitations.
- Three AECOM team members (including one Fehr & Peers representative) will attend each of the workshops.

Subtask 5.2 Online questionnaires

AECOM will support the development and analysis of 2 surveys.

Questionnaire #1 (April 2020) will focus on obtaining feedback on potential co-benefits and the initial list of draft actions that will be used to assess the proposed Key Actions, which will be a topic of Workshop #1. AECOM will work with the City to create a questionnaire that does not require respondents to review all 40 draft actions to make for a more productive and manageable questionnaire. It is likely that only the most dedicated of Palo Alto resident or business owner would get through reviewing 40 actions. The list would be determined in collaboration with City staff.

Questionnaire #2 (Fall 2020) will focus on the top 10 proposed Key Actions that the City considers the most important for getting community buy-in and for successful implementation. AECOM suggests narrowing the list of 40 proposed Key Actions down to the top 10 to make for a more productive and manageable questionnaire. The list would be determined in collaboration with City staff.

Deliverables:

- Two (2) online questionnaires

Assumptions

- AECOM will prepare content for and provide links to the online questionnaires using a tool such as Survey Monkey. AECOM has its own account which can be leveraged if appropriate.

- Survey questions will be predominately multiple-choice questions. If the City wishes to use open-ended questions, the City will be responsible for coding of the answers.
- The City will post links to the questionnaires on its website.

Task 6: Prepare Appropriate Environmental Documents

AECOM will assist City with preparation of related environmental review in conformance with the California Environmental Quality Act (CEQA).

Subtask 6.1: Review Existing Plans, CEQA Documents, and Standard Mitigation

As an initial task, AECOM will review existing relevant plans, CEQA documents, and documents that describe City standards that would reduce impacts and standard mitigation measures. Once AECOM reviews existing documents (the 2020 Comprehensive Plan, the 2020 Comprehensive Plan EIR, etc.), AECOM will discuss options with the City regarding the CEQA approach for the 2020 S/CAP Update.

Subtask 6.2: Confirm CEQA Strategy

The AECOM CEQA task leader will review and provide input on the reduction target/s (prepared as a part of a separate task) and then meet with the City to review options for CEQA coverage for the S/CAP Update. AECOM anticipates a discussion related to efficiency and cost effectiveness, how the document will be used on an ongoing basis by the City for the Plan, user friendliness, and the capacity for streamlining future development that is consistent with the S/CAP Update. Many of AECOM's clients, through the climate action plan and accompanying CEQA review, are seeking to substantiate the reduction strategies and demonstrate that the reduction target/s would support the State GHG legislative mandates in order to streamline future review of projects pursuant to CEQA Guidelines Section 15183.5. However, other clients have a robust General Plan EIR and instead streamline environmental review pursuant to the relatively more flexible tools provided under CEQA Guidelines 15183.

Since this is one of the more dynamic topics for regulatory changes and case law, AECOM's experts keep abreast of the latest guidance, and will assist City in interpreting this guidance for the project at hand. AECOM understands that there are many different acceptable approaches for analysis, mitigation design, and assembling substantial evidence for reduction targets and the effectiveness of reduction strategies. As lead agency, the City is the ultimate authority on the technical approach taken in its planning and environmental documents, and AECOM's approach will be to develop the most optimal planning and CEQA approach that (1) directly facilitates the City's objectives and (2) ensures legal defensibility.

AECOM will offer the City its expertise on this topic, describe pros and cons of different options in a brief memo, review this memo in a teleconference, and structure our CEQA review based on the City's direction during this teleconference.

Subtask 6.3: Prepare CEQA Documents and Assist with Noticing

AECOM will collaborate with City staff during project initiation to identify the appropriate approach for CEQA review and reporting, including the type of document (Comprehensive Plan EIR addendum, Supplemental Comprehensive Plan EIR, IS/MND, etc.). For the purpose of the proposal cost only, AECOM assumed the document would be an environmental Initial Study supporting a Mitigated Negative Declaration (IS/MND). AECOM will confirm the actual document type as a part of Subtask 6.2 and propose any relevant changes to the scope of services and cost estimate. If, after preparation of the Initial Study, City determines that a CEQA document other than a MND is appropriate, an amendment to this Agreement would be necessary to revise the scope of services and, potentially, maximum compensation.

AECOM will prepare 1 administrative draft (electronic only), 1 public review draft, and 1 final Initial Study (IS) in support of a Mitigated Negative Declaration (MND) to address adverse physical environmental impacts of implementing the 2020 S/CAP Update. AECOM will prepare 1 administrative draft IS/MND incorporating the recommendations from Appendix G of the CEQA Guidelines. AECOM will incorporate relevant City Comprehensive Plan mitigating policies, Comprehensive Plan EIR mitigation measures, standard mitigation measures and conditions, if necessary, to address adverse effects associated with implementing the 2020 S/CAP Update. AECOM will assist the City with AB 52 notification, if so directed, and AECOM assume no need for consultation based on the nature of the project. If consultation is requested, AECOM can amend our scope of services to assist the City.

Importantly, AECOM will also describe why the selected reduction target or targets would avoid cumulatively considerable contributions to the significant impact of global climate change. Also importantly, AECOM will summarize evidence from the 2020 S/CAP Update describing how each reduction strategy will work to actually reduce emissions, and how the monitoring and implementation guidance ensures the City will hit its targets, with adjustments to the 2020 S/CAP Update over time, if necessary.

AECOM will revise the administrative draft IS/MND, based on one set of consolidated City staff comments, to create a public review draft IS/MND. AECOM's CEQA task leader will attend 1 teleconference with City staff to discuss comments on the administrative draft IS/MND. AECOM will hand deliver a Notice of Completion (NOC) with 15 copies of the draft IS/MND to the State Clearinghouse to begin the 30-day public review period. AECOM will collaborate with the City to identify other agencies that would not receive the public review draft IS/MND through the Clearinghouse.

AECOM will make any necessary minor revisions to the draft IS/ MND to create the final version (electronic only). AECOM assumes no response to comments is necessary. AECOM will prepare one Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration (CEQA Guidelines Section 15072), which AECOM assumes the City will circulate to the public, responsible agencies, trustee agencies, and the County Clerk prior to adoption. AECOM will prepare a Notice of Determination (NOD) and hand deliver to the State Clearinghouse and

AECOM assumes the City will deliver to the County Clerk's office with the appropriate filing fee. The CEQA task leader will attend one public meeting or hearing where adoption of the CEQA document is considered.

AECOM will prepare 1 draft and 1 revised Mitigation Monitoring and Reporting Program (MMRP) (electronic only) that provides guidance on implementing mitigation measures in the IS/MND.

The subtask does not include preparation of visual simulations; modeling of criteria air pollutant or toxic air contaminants; field work (bio, cultural, hydrological, etc.); travel demand modeling; water supply assessment. Should any of this work be required, at City's request AECOM shall perform the requested services subject to negotiation for additional compensation to cover the additional work. The CEQA documents will not analyze the effects of climate change on the City, but instead the adverse physical impact of implementing the 2020 S/CAP Update, with a focus on the reduction strategies.

Task 6 Deliverables:

- CEQA Strategy Memo (one version, electronic only)
- One teleconference to confirm CEQA approach
- Administrative Draft IS/MND
- One teleconference to review comments on the Administrative Draft IS/MND
- Public Review Draft IS/MND
- Final IS/MND
- Attendance at one public meeting/hearing for adoption of the IS/MND

Task 7: SB743 Implementation Support

The following work plan will support the City of Palo Alto in adopting a vehicle miles traveled (VMT) policy for CEQA purposes by July 1, 2020 in compliance with SB 743 and new CEQA guidelines. The work plan below was developed by streamlining the City's SB 743 CEQA Implementation & TDM Ordinance Scope of Work and is divided into two phases. Phase 1 provides support for adopting a VMT policy resolution and includes subtasks 7.1 through 7.5 below, and Phase 2 provides support for VMT policy implementation and includes subtasks 7.1, 7.5, and 7.6 below. Additionally, eight optional tasks are included.

AECOM'S ROLE

AECOM will assist its subconsultant Fehr & Peers in coordination between the SB 743 CEQA Implementation & TDM Ordinance work and the 2020 S/CAP Update. AECOM anticipates support that could be useful in relation to the substantial evidence required to support new impact thresholds (referenced under CEQA Guidelines Section 15064.3[b][4]). AECOM's experience in planning and entitlements for infill development, transit-supportive development, and other low-VMT and low-GHG development may be useful in ensuring that the VMT thresholds broadly support the City's goals, policies, and Community Metrics. If, as anticipated under Task 5.1, there are certain policies that should be revised in relation to the SB 743

implementation work, AECOM can assist with identifying these policies and recommending revisions. AECOM would attend key meetings as directed by the City and Fehr & Peers.

PHASE 1: VMT POLICY RESOLUTION

Task 7.1 – Project Management

- Development of final scope and budget.
- Monthly phone check-ins for five months plus internal coordination.

Task 7.1 Deliverables

- Final scope of services, budget, and schedule by task
- Meeting attendance

Task 7.2 – Review Existing Policies and Guidelines

- Abbreviated review of existing planning documents and policies that are relevant to SB 743.

Task 7.2 Deliverables

- Draft (bulleted topics) and final (e.g., matrix) summary of existing City policies and documents that are relevant to SB 743.

Task 7.3 – Case Studies and Needs Assessment

- Review case studies on SB 743 implementation conducted by other cities, including Los Angeles/Pasadena, San Jose, San Francisco, and Oakland, to identify options for processes, strategies, and analysis tools in shifting from LOS to VMT.

Task 7.3 Deliverables

- One-page fact sheets for each city reviewed summarizing VMT processes and strategies.
- Background documentation (i.e., copies of the VMT resolutions and TIA Guidelines if applicable) adopted by city councils for Los Angeles/Pasadena, San Jose, San Francisco, and Oakland.

Task 7.4 – Define Objectives, Goals, and Recommended VMT Thresholds

- Provide guidance on the five main decision areas required for SB 743 implementation, along with options, considerations, and recommendations for each decision.
 - Metrics, or how VMT is presented;
 - Screening, or determining which projects require quantitative or qualitative VMT analysis;
 - Methods, or how VMT will be forecasted based on available tools/travel models (e.g., the VTA model) and their level of precision for local application;
 - Thresholds, or how much VMT is determined to have a significant impact on the environment; and,
 - Mitigation Options, or how project sponsors can address significant VMT impacts related to their projects.

- Two workshops with City staff (all relevant departments) to facilitate discussion around main topic areas. AECOM expect that the two workshops would focus on the following themes:
 1. Technical background on SB 743 with focus on key threshold issues and screening (followed by City Council direction)
 2. Technical discussion on focused topic areas and develop staff recommendations
- If one internal stakeholder workshop is determined to be sufficient, the budget for the second workshop may be used for an additional public meeting for the Council or PTC.
- Extract and illustrate readily available data from travel forecasting models assuming no further refinements/adjustments to the models.
- One conference call to discuss response to comments.

Task 7.4 Deliverables

- Memorandum summarizing the five key decisions (metrics, screening, methods, thresholds, and mitigation options) required for SB 743 implementation.
- Decision matrix summarizing the options, considerations, and recommendations for each key decision.
- Preparation, attendance, and facilitation of two workshops with City staff (all relevant departments) to discuss key decisions for SB 743. If one internal stakeholder workshop is determined to be sufficient, the budget for the second workshop may be used for an additional public meeting for the Council or PTC.
- One conference call to discuss response to comments.
- Draft and final technical memorandum documenting the outcome from the tasks above, including the thresholds of significance and screening criteria for Palo Alto based on direction from policy makers and City staff. This deliverable would also provide documentation on use of VTA's VMT screening tool.

Task 7.5 – Revise or Develop Supporting Policies, Guidelines, and Proposed Mitigation Measures

- Attendance at up to three City Council/Planning Commission meetings to present findings and provide technical support.

Task 7.5 Deliverables

- Draft and final VMT policy recommendation for use in the staff report.
- Attendance and presentations at up to three City Council/Planning Commission meetings. AECOM assumes the City will be responsible for writing the staff report.

PHASE 2: VMT POLICY IMPLEMENTATION

Task 7.1 – Project Management

- Monthly phone check-ins for six months plus internal coordination.

Task 7.1 Deliverables

- Meeting attendance

Task 7.5 – Revise or Develop Supporting Policies, Guidelines, and Proposed Mitigation Measures

- Technical support in assessing options for a Citywide TDM ordinance
 - Identify policy objectives for TDM ordinance update
 - Review up to three TDM ordinances adopted by other cities in California and how they approach unique challenges, such as the types of projects subject to the TDM ordinance, types of TDM measures included, how compliance is monitored and measured, and how these programs are funded.
 - Work with City staff to assess resource needs associated with TDM implementation and monitoring.
 - One workshop with City staff (all relevant departments) to facilitate discussion around TDM ordinance, including TDM ordinance elements and recommendations

Task 7.5 Deliverables

- One-page fact sheets summarizing up to three TDM ordinances adopted by other cities in California.
- Decision matrix summarizing TDM ordinance elements and recommendations.
- Preparation, attendance, and facilitation of one workshop with City staff (all relevant departments) to discuss TDM ordinance.

Task 7.6 – TDM Ordinance Adoption

- Attendance at up to three City Council/Planning Commission meetings by one staff person to answer questions about TDM Ordinances, including input to one informational presentation designed for policy-makers and the general public.

Task 7.6 Deliverables

- PowerPoint slides for use in presentations

Optional Tasks

AECOM will assist subconsultant Fehr & Peers in coordination between the SB 743 CEQA Implementation & TDM Ordinance work and the 2020 S/CAP Update. As related to the optional tasks outlined below to be completed by Fehr & Peers, AECOM would provide project management support and attend key meetings as directed by the City and Fehr & Peers. AECOM anticipates an allowance of up to \$7,500 for the optional tasks listed to be used on an as-needed basis to implement this flexible scope of services.

Optional Task 7.A – TIA Guidelines Training Session with City Staff

- One training session with City Staff on new VMT policy in the TIA Guidelines to ensure successful implementation.

Optional Task 7.A Deliverables

- Preparation and facilitation of training session.

Optional Task 7.B – Technical Coordination with Legal Review

- Technical coordination with legal counsel on staff at the City to identify key areas of concern with regards to CEQA law, defensibility, and establishment of substantial evidence for the new recommended thresholds.

Optional Task 7.B Deliverables

- Brief memorandum summarizing the technical aspects of legal review.

Optional Task 7.C – Model Calibration and Validation

- Perform a series of preliminary validation tests to measure the models' output performance against observed conditions (static validation) and the models' response to changes in inputs (dynamic validation).
- Based on these tests, AECOM will determine whether the model(s) are suitable for preparing reliable traffic forecasts, level of service (LOS), VMT analysis consistent with SB 743, and whether the model(s) are likely to meet the expectations of a CEQA-compliant transportation impact analysis.
 - This will establish the defensibility of the forecasts should they later be questioned in a legal or political environment.
- Based on this assessment, AECOM will recommend a model approach. In the event the preferred model is found to have problems that could skew the results of the CEQA transportation assessment, Fehr & Peers will discuss recommended model enhancements.

Optional Task 7.C Deliverables

- Locally calibrated and validated travel forecasting model

Optional Task 7.D – VMT Thresholds by Subarea

- VMT thresholds described in Task 4 will be disaggregated for up to three subareas within Palo Alto.

Optional Task 7.D Deliverables

- VMT thresholds for three subareas within Palo Alto

Optional Task 7.E – TDM Ordinance Compliance Materials

- Guidance on compliance materials for implementing the TDM ordinance.

Optional Task 7.E Deliverables

- Draft and final compliance materials (e.g., site design checklist, schedule monitoring for use in implementation of TDM ordinance).

Optional Task 7.F – TDM Ordinance Work Process and Products

- Guidance on practical applications for implementing the TDM ordinance.

Optional Task 7.F Deliverables

- Draft and final documentation (e.g., memorandum or flow chart) detailing work process and products.

Optional Task 7.G – VMT Section for TIA Guidelines

- Augment TIA guidelines and applicable mitigation measures for compliance with SB 743. Note that AECOM will only provide text pertaining to VMT policy, and AECOM assumes City staff will be responsible for revising and updating the TIA guidelines.

Optional Task 7.G Deliverables

- Text to incorporate in to the TIA Guidelines that addresses the new VMT policy.

Optional Task 7.H – Examine Development Review Process

- Examine the current development review process and develop recommendations to refine the process for CEQA and non-CEQA analyses.

Optional Task 7.H Deliverables

- Text and a flow chart describing the staff review process under the new VMT policy.

TASKS NOT INCLUDED

The following tasks/deliverables are not included in the base scope of work:

- Interviews with internal stakeholders
- Stakeholder engagement meetings
- Coordination meetings with VTA
- City Council/Planning Commission meeting staff reports
- VMT section for TIA Guidelines
- Training session with City staff on VMT policy in TIA Guidelines
- Providing input on technical language in TDM ordinance
- Examine current development review process and provide recommendations
- Draft and final site design checklist
- TDM ordinance work process and products

Task 8: Project Management

The AECOM project manager and project director will attend a kick-off meeting at City Hall to confirm scope, budget, timeline and deliverables with the City team. If the City is planning to provide a briefing at this meeting on their proposed public engagement strategy, AECOM will also bring our public engagement lead to the meeting. This meeting will also be used to confirm desired protocols regarding communication between the City and AECOM project manager. Following this meeting, and in consultation with our subconsultant Fehr & Peers, AECOM will create a detailed timeline with milestones, and dates that the city can expect draft and final deliverables with clear review periods for City staff identified.

In addition, the project manager will attend monthly progress meetings with the City team, with the project director and other team members participating on an as needed basis according to the agenda.

AECOM Management (QA/QC)

AECOM has implemented a Quality Management System (QMS) as part of their ISO 9001 certification program. AECOM's QMS procedures are followed for all four major phases on every project: proposal, project planning, project execution, and project closure. All deliverables under this contract will follow AECOM's QMS procedures to produce quality results, focus on client satisfaction, reduce risk and liabilities, and strive for continual improvement. This process has also proven to improve efficiency, resulting in time and cost savings.

Regular communication, particularly around issues of schedule or budget, is always essential. AECOM's Project Manager and AECOM's project controls and administrative staff will support budget/financial analysis, cost forecasting, reporting, project scheduling, deliverable tracking. The Quality Assurance/Quality Management system described above ensures that resources are managed effectively.

Task 8 Deliverables:

- A timeline with clear milestones
- Participation in one kick off meeting in person at City Hall
- Participation in monthly progress meetings either at City Hall or by WebEx.

Task 8 Assumptions:

- AECOM assumes approximately one third of the meetings will be by video WebEx (system can be provided by AECOM) for those meetings which are simple updates. Any meetings where detailed content needs discussing will be in person. The Project Director (and other project team members) will also be available to attend the progress meetings on an as needed basis.

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. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	No. of Days/Weeks	Completion From NTP
1. Create Citywide GHG Emissions Inventories for Three years		
a. Create a 2019 Citywide GHG Emissions Inventory		16 weeks
b. Create a 2020 Citywide GHG Emissions Inventory		68 weeks
c. Create a 2021 Citywide GHG Emissions Inventory		120 weeks
2. Calculate Transportation-related Emissions		16 weeks
3. Business as Usual Forecast		16 weeks
4. Greenhouse Gas Emissions Reductions and Sustainability Benefits		28 weeks
5. Community Engagement		52 weeks
6. Prepare Appropriate Environmental Documents		60 weeks
7. SB743 Implementation Support		40 weeks

**EXHIBIT "C"
COMPENSATION**

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

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

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Create Citywide GHG Emissions Inventories for Three years)	\$56,672
Task 2 (Calculate Transportation-Related Emissions)	\$33,888
Task 3 (Business As Usual Forecast)	\$12,390
Task 4 (GHG Emissions Reductions and Sustainability Benefits)	\$61,971
Task 5 (Community Engagement)	\$25,754
Task 6 (Prepare Appropriate Environmental Documents)	\$45,999
Task 7 (SB743 Implementation Support)	\$149,999
Task 8 (Project Management)	\$25,084
Sub-total Basic Services	\$411,757

Reimbursable Expenses	\$1,475
-----------------------	---------

Total Basic Services and Reimbursable expenses	\$413,232
--	-----------

Additional Services (Not to Exceed)	\$159,996
-------------------------------------	-----------

Maximum Total Compensation	\$573,228
----------------------------	-----------

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: None

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

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$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"
SCHEDULE OF RATES

AECOM

Project Manager	\$156
Project Director	\$305
Sustainability Planner	\$107
CEQA lead	\$215
CEQA support	\$110
Outreach Lead	\$148
Outreach	\$114
Senior Economist	\$192
Economist	\$122
Graphic Artist	\$116
Word Proc	\$97
Project Controls	\$90

Fehr & Peers

Principal	\$359
Adviser	\$200
PM	\$141
Tech Advisor	\$145
Policy Advisor	\$132
Engineer	\$109
Graphics	\$119
Admin	\$124

All rates are per hour.

Rates will be increased by 3-5% on an annual basis

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	<p>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</p>			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - A. PRIMARY COVERAGE

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

- B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS 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](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: B2E3210DAA46497E9EB6A3D9A5F1A189
 Subject: Please DocuSign: C20176783 AECOM - final.pdf
 Source Envelope:
 Document Pages: 36
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Signatures: 2
 Initials: 0

Envelope Originator:
 Terry Loo
 250 Hamilton Ave
 Palo Alto , CA 94301
 Terry.Loo@CityofPaloAlto.org
 IP Address: 199.33.32.254

Record Tracking

Status: Original
 2/6/2020 12:51:11 PM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

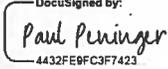
Holder: Terry Loo
 Terry.Loo@CityofPaloAlto.org
 Pool: StateLocal
 Pool: City of Palo Alto

Location: DocuSign
 Location: DocuSign

Signer Events

Paul Peninger
 Paul.Peninger@aecom.com
 Security Level: Email, Account Authentication
 (None)

Signature

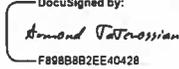
DocuSigned by:

 4432FE9FC3F7423
 Signature Adoption: Pre-selected Style
 Using IP Address: 65.240.194.231

Timestamp

Sent: 2/6/2020 12:54:03 PM
 Viewed: 2/7/2020 1:03:09 PM
 Signed: 2/7/2020 1:04:31 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Armond Tatevossian
 Armond.Tatevossian@aecom.com
 Assistant Secretary
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 F98B8B2E40428
 Signature Adoption: Pre-selected Style
 Using IP Address: 65.240.194.21

Sent: 2/7/2020 1:04:34 PM
 Resent: 2/10/2020 11:35:37 AM
 Resent: 2/10/2020 3:23:13 PM
 Viewed: 2/11/2020 2:51:25 PM
 Signed: 2/11/2020 3:04:44 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Joshua Lathan
 joshua.lathan@aecom.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 2/11/2020 3:04:46 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Claire Bonham-Carter

Claire.Bonham-Carter@aecom.com

Security Level: Email, Account Authentication (None)

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

Sent: 2/11/2020 3:04:47 PM

Christine Luong

Christine.Luong@CityofPaloAlto.org

Security Level: Email, Account Authentication (None)

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

Sent: 2/11/2020 3:04:48 PM

Viewed: 2/11/2020 3:14:55 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/11/2020 3:04:48 PM

Certified Delivered

Security Checked

2/11/2020 3:04:48 PM

Signing Complete

Security Checked

2/11/2020 3:04:48 PM

Completed

Security Checked

2/11/2020 3:04:48 PM

Payment Events**Status****Timestamps**