

CITY OF PALO ALTO CONTRACT NO. C25191297

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF PALO ALTO AND KITTELSON AND ASSOCIATES

This Agreement for Professional Services (this “Agreement”) is entered into as of September 9, 2024 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and KITTELSON AND ASSOCIATES, a California, located at 155 Grand Ave, Suite 505, Oakland CA 94612 (“CONSULTANT”).

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

RECITALS

A. CITY intends to conduct transportation study (the “Project”) and desires to engage a consultant to provide transportation planning and engineering services in support of the Southern Palo Alto Bicycle and Pedestrian Railroad Crossing Study in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess 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, entitled “SCOPE OF SERVICES”.

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

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in 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.

☐ Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

CITY may elect to, but is not required to, authorize on-call Services up to the maximum compensation amount set forth in Section 4 (Not to Exceed Compensation). CONSULTANT shall provide on-call Services only by advanced, written authorization from CITY as detailed in this Section. On-call Services, if any, shall be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1 entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement.

Compensation for on-call Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation due to CONSULTANT for all Task Orders issued under this Agreement shall not exceed the amount of compensation set forth in Section 4. CONSULTANT shall only be compensated for on-call Services performed under an authorized Task Order and only up to the maximum compensation amount set forth in Section 4. Performance of and payment for any on-call Services are subject to all requirements and restrictions in this Agreement.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through September 9, 2026 unless terminated earlier pursuant to Section 19 (Termination) 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, entitled "SCHEDULE OF PERFORMANCE". 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 shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Four Hundred Ninety-Nine Thousand, Four Hundred Ninety Dollars, and Twenty Cents (\$499,490.20)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

☐ **Optional Additional Services Provision** (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Dollars (\$)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Dollars (\$)**, as detailed in Exhibit C.

"Additional Services" means 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. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY's Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled "PROFESSIONAL SERVICES TASK ORDER". Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

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, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT's schedule of 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 invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess 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 subcontractors, if any, 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 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, as amended from time to time. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

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

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

SECTION 10. INDEPENDENT CONTRACTOR. CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

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 approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

SECTION 12. SUBCONTRACTING.

☒ **Option B: Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that subcontractors may be used to complete the Services. The subcontractors authorized by CITY to perform work on this Project are:

Biggs Cardosa & Associates, Circlepoint and BKF Engineers

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Amanda Leahy, Email: aleahy@kittelerson.com as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's key personnel for any reason, the appointment of a substitute Project Manager 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 CONSULTANT 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 Services or a threat to the safety of persons or property.

CITY's Project Manager is Charlie Coles, Transportation Department, Transportation Planning Division, 250 Hamilton Avenue Palo Alto, CA, 94301, Telephone: 650-329-2166, Charlie.coles@cityofpaloalto.org: CITY's 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. All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product 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 Services.

SECTION 15. AUDITS. CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles

for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney’s fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

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. No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

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, entitled “INSURANCE REQUIREMENTS”. CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

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

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval

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

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the 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 provided in material conformity with this Agreement as such determination is 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, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. 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, unless made in accordance with Section 17 (Waivers).

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 Manager at the address of
CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

SECTION 21. CONFLICT OF INTEREST.

21.1. In executing 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 subcontractors or other persons or parties 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, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a “Consultant” as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, 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.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

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, hereby incorporated by reference and as 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 Department’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 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. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. 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 and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

- (1) is not a public works contract;
- (2) is for a public works construction project of \$25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
- (3) is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

SECTION 27. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”. For purposes of this Section 27, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled “Claims for Public Contract Code Section 9204 Public Works Projects”.



This Project is not a 9204 Public Works Project.

SECTION 28. CONFIDENTIAL INFORMATION.

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY’s Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT’s obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. “Confidential Information” means all data, information (including without limitation “Personal Information” about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT’s possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by

CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

SECTION 29. MISCELLANEOUS PROVISIONS.

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. 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.

29.3. 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.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

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

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

SECTION 30. EXHIBITS. Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

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

THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.

CONTRACT No. S25191297 SIGNATURE PAGE

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

CITY OF PALO ALTO

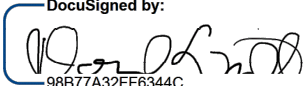
City Manager

APPROVED AS TO FORM:

City Attorney or designee

KITTELSON & ASSOCIATES

Officer 1

By: 
Name: David Mills

Title: West Region Operations Leader, VP

Officer 2

By: 
Name: Larry Van Dyke

Title: Vice President and CFO

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”. Notwithstanding any provision herein to the contrary, CONSULTANT’s duties and services described in this Scope of Services shall not include preparing or assisting CITY with any portion of CITY’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Scope of Services.

Task 1. Project Management and Coordination

Throughout the study duration, Kittelson’s project manager and members of the consultant team will be available for conference calls and in-person meetings with the City. Based on the proposed scope of work, we anticipate the schedule would be about 15 months. We assume one 1.5-hour in-person kick-off meeting plus a total of 30 30-minute check-in calls and 6 additional 1-hour work sessions to prepare for engagement activities or to review analysis findings at key project milestones. Kittelson’s project manager will prepare meeting materials for distribution prior to the meeting, and provide a list of action items and status after each meeting. Notes will be recorded and shared through OneNote or a similar collaborative method.

Task 1 Deliverables:

- Kick off meeting
- Project schedule
- Coordination meetings/calls and materials
- Monthly invoices, progress, reports

Task 2. Community Outreach and Engagement

Task 2.1. Community Outreach and Engagement Plan

The Kittelson team will develop a Community Outreach and Engagement Plan that identifies target audiences, includes messaging that are designed to explain the project purpose and need in layperson-friendly language, as well as tailored messaging that is customized to resonate with specific target audiences. This includes the identification of disadvantaged groups and organizations that serve them as well as communications methods and forums for reaching them, such as pop-up events, outreach at local schools, community and senior centers, food pantries, health-care centers, job and unemployment centers, and other venues.

The Kittelson team will also prepare a detailed implementation plan, which aligns with key project milestones and serves as an actional distillation of the Community Outreach and Engagement Plan. This will include target audiences, messages & communications mechanisms for engaging and informing them, timelines, roles & responsibilities and desired outcomes for each phase and touchpoint of engagement, as well as a process for recording who we reached out to.

The Community Outreach and Engagement Plan will also further define the City's Goals & Objectives for Community Outreach and Engagement, including desired outcomes. The Goals & Objectives will help to inform qualitative and quantitative metrics that will be used at key intervals of the Study to determine the effectiveness of Outreach and Engagement activities.

The Community Outreach and Engagement Plan will undergo a max of two consolidated rounds of revisions.

Task 2.2. Implementation of Community Outreach and Engagement Plan

Community outreach and engagement will be conducted in three phases using the methods and mechanisms described in detail in the Community Outreach and Engagement Plan. Specific details on implementation will be determined as part of Task 2.1 and are expected to include the following subtasks.

2.2.1 Project webpage. *We will support the City-hosted project website, which will serve as a public-friendly repository for the Study, including a Project Timeline and Opportunities for Public Engagement, Public Notification and Informational Materials, and Project Documents.*

We will work closely with the City to develop content based on the City's web and design templates and ensure that all materials are ADA-compliant and accessible.

- *Our support may include the development of a webpage mockup, if needed, and simple graphic designs to illustrate project information, including a timeline graphic, and funding graphic and one or two other simple graphics.*
- *The webpage will also feature up to two online public surveys, which will be linked to Survey Monkey, or a similar tool, which provides automated methods for tallying and graphically displaying survey results.*

2.2.2 Social media content. *We will work with the City's Communications Team to develop social media content for the City's social media platforms. We will provide web content in plain text (non-html) for posting by the City's web manager and up to three updates at key intervals of the Study: Project Initiation; Draft Alternatives; Draft Study. To facilitate coordination with the communications team, we will prepare an editorial calendar with content for up to three rounds of social media via Facebook, Twitter, Instagram and Medium/Next Door. Concept renderings and technical analysis from subsequent tasks will be incorporated and up to three additional jpeg graphics will be prepared for social media.*

2.2.3 Community Workshops. *The Kittelson team will plan, coordinate and implement up to two community workshops at key intervals of the study. Our services will include detailed annotated meeting agendas that further define desired meeting outcomes and formats; logistical coordination with vendors, including translation, interpretation and meeting materials; and*

consensus-focused meeting facilitation, as needed. We will also provide written summaries (up to five pages each) of each community meeting highlighting key topics and questions. Language interpretation will be provided in Mandarin and Spanish as needed. Public notification materials will include verbiage requiring 72-hour notice to accommodate language interpretation needs.

2.2.4 Community Surveys. *We will host up to two online public surveys and one interactive map-based survey. The online surveys will be hosted on Survey Monkey, or a similar tool, which provides automated methods for tallying and graphically displaying survey results and will be mobile-friendly. Each online survey will include between 5-7 questions, or less, not including demographic questions and will be promoted via emails created by the Kittelson team and distributed by the City in Task 2.2. We assume one round of consolidated revisions per survey.*

2.2.5 Advisory Committee Meetings. *Kittelson's project manager will work with the City's PM to co-create materials and co-facilitate up to nine advisory committee meetings over the course of the project. Meeting materials will be tailored to the specific audiences based on content that is most relevant and requests for feedback that are concrete and actionable.*

2.2.6 Reaching Disadvantaged Groups. *We will work closely with the City to identify disadvantaged organizations and groups in the community and to identify the most effective communications methods and forums to reach them "where they are." These groups may include youth, senior citizens, the unhoused or recently unhoused, non-English speaking communities, transit-dependent and paratransit riders, as well as households with limited mobility, and essential workers and day laborers. This task will be executed in sync with Task 2.1 Community Outreach and Engagement Plan.*

2.2.7 Local Business Engagement. *We will coordinate with the City to conduct one-on-one and small group outreach to business owners to further define their specific interests and needs related to grade separation. We assume up to three meetings with key business owners via Palo Alto's Chamber of Commerce and the local business district. We assume that the City will distribute all flyers and doorhangers to local businesses, and implement the tracking process outlined in the Community Outreach and Engagement Plan to record who has received outreach materials.*

2.2.8 Informational Materials & Pop-up Events. *Specific informational materials and pop-up events will be further defined in the Community Outreach and Engagement Plan. Materials may include online FAQs for posting to the City's dedicated Study webpage, a Study Fact sheet, which may be updated for the second phase of outreach with before and after renderings to illustrate potential improvements to the grade separations, and eblasts and texts for distribution by the City to target audiences.*

This task also includes up to four pop-up/pop-in events which would be staffed by two members of the Kittelson team. The Kittelson team will coordinate logistics for the events, prepare materials, and document comments received.

Task 2 Deliverables

- Draft community outreach and engagement plan
- Final community outreach and engagement plan
- Webpage mockup and draft/final content for three updates
- Up to three social media or website graphics
- Social media content
- Community workshops (2), including meeting annotated meeting agendas, meeting logistical plans, dry runs of 60 minutes, vendor coordination, including room and equipment, meeting facilitation, meeting summaries
- Online surveys (2), draft and final survey tool and survey findings memo
- Interactive web-based survey tool
- Advisory Committee Meetings (9), including draft and final presentation and meeting materials/staff reports, co-facilitation/presentation at meeting, meeting notes, and follow-ups
- Disadvantaged communities engagement, including coordination with community based organizations and targeted activities such as pop-ups or participation in standing meetings
- Local business engagement, including targeted outreach through one-on-one and small group meetings, online survey specific to business owners
- Supporting informational materials, such as doorhangers or flyers for reaching local businesses

Task 3. Data Collection and Analysis of Existing Conditions

Task 3.1. Review of Existing Plans, Policies, and Projects

Kittelson will review the documents identified to develop an understanding of the planning context and prior efforts completed within the study area. We will supplement this review with the review conducted for the BPTP Update, which included a review of 53 documents, including those identified by the Rail Corridor Study Task Force and most of those identified in the RFP.

In addition to gathering relevant information from these documents, we will conduct up to eight one-on-one or small group interviews with select staff, committee members, and community members to learn their perspectives firsthand and get input in real time at the onset of the project. We will work with the City to identify appropriate interview participants. These interviews will support a holistic quantitative and qualitative analysis that reflects viewpoints and needs of those most knowledgeable about and most affected by the project.

Task 3.2. Technical Data Collection and Analysis

Kittelson will compile and review qualitative and quantitative data inputs from prior tasks and combine these with data Kittelson has gathered for BPTP Update, including multimodal intersection turning movement and ADT speed and volume counts collected in June 2024 and existing and proposed bicycle and pedestrian infrastructure.

Kittelson will conduct a large-scale desktop review of existing conditions within the study area, considering things like bicycle facility width, pavement condition, sidewalk presence, ADA treatments, driveway presence, curb radii, and other elements which may affect the experience of people walking and biking throughout the area. As we collect and review satellite imagery data, we will identify items to field verify on a site visit. As part of this task, we will conduct a field visit with up to three staff from the consultant team. Kittelson will coordinate with City staff to select a day and time period that would be most informative for the analysis and understanding of existing conditions (e.g., morning school

commute period). According to the initial project schedule, the field visit would be conducted in October when school is in session and the weather and daylight conditions continue to be conducive to walking and biking.

Kittelson will use these inputs to complete the analysis of baseline conditions, which may include information related to demographics of residents within the study area, commuting and travel to school characteristics, vehicle, bicycle, and pedestrian counts, access to transit stations, walk and roll routes to school, comfort, safety, and network connectivity, characteristics of existing railroad crossings and future potential alignments.

Considering the analysis approach and methodology for the evaluation criteria identified in Task 4 to analyze and compare alternatives, the Kittelson team will identify gaps in current data that may hinder comprehensive understanding of the study area or prevent the ability to design or analyze the alternatives using the proposed evaluation criteria. After identifying data gaps and needs, Kittelson will work with the city to formulate a plan to overcome these challenges, e.g., collect additional counts, conduct field observations, purchase data, hold additional interviews, select an alternative performance measure. A total of \$10,000 has been reserved for data collection as part of this task.

Task 3.3. Existing Conditions Memorandum

Kittelson will prepare a draft and final technical memorandum summarizing input from the community needs assessment (Task 2), findings from the literature review (Task 3.1), and the technical data and analysis (Task 3.2). In an effort to keep the document succinct and to the point, the topics covered in the memorandum will be chosen for their relevance and usefulness in supporting selection of preferred alternatives. The memorandum will be visual, relying on maps and graphics more than narrative to convey concepts and information. Supporting materials (e.g., historic traffic volumes, collision records) will be provided in a technical appendix. We will respond to one consolidated set of comments on the draft technical memorandum and prepare a final memorandum. This document will serve as the baseline against which the alternatives are evaluated and compared in Task 5, using the evaluation framework and criteria developed in Task 4.

Task 3 Deliverables:

- Draft Existing Conditions Memorandum
- Final Existing Conditions Memorandum
- Interview Guide and Notes from up to eight interviews with staff, committee members, and community members

Task 4. Goals and Evaluation Criteria

Task 4.1. Goals and Priorities

Using inputs from prior tasks (e.g., literature review, interviews) and information shared by City staff and heard from community members, Kittelson will draft goals and identify an initial list of project priorities to inform the development of the alignment and subsequent concept design options, which may include:

- **Sustainability:** Expand transportation options and access to critical destinations and limit impacts on the environment
- **Connectivity:** Strengthen active transportation linkages in Southern Palo Alto
- **Safety and Health:** Enhance safety and comfort of people walking and biking to school

- **Constructability:** Minimize potential for disruption during construction
- **Funding and Implementation:** Leverage partnerships between the City, Caltrain, and other project partners to position the project for implementation

These goals and priorities will be co-created with community members in the first round of outreach. The resulting goals and objectives will directly inform the criteria against which the alternatives will be evaluated.

Task 4.2. Evaluation Framework and Criteria

Kittelson proposes a two-stage evaluation to streamline the evaluation process and first filter concepts (preliminary evaluation criteria) that don't meet established criteria and then evaluate and compare concepts (secondary evaluation criteria) that show more promise. As part of this task, Kittelson will work with the City and relevant stakeholders to determine the appropriate evaluation criteria to include at each stage of the analysis based on available data, keeping in mind the level of information needed to support decision making. The evaluation criteria would be determined based on the goals established in Task 4.1 and would include quantitative and qualitative metrics that could be scored individually and compared in a scoring matrix. Potential criteria will consider challenges and opportunities, which may include those listed in the RFP:

- Walking and biking connectivity to destinations
- Safety for people walking, biking, driving, and taking transit
- Distance to key destinations and existing/planned bicycle and pedestrian facilities
- Travel patterns and potential for traffic diversion
- Right-of-way acquisitions and easements
- Environmental impacts, including aesthetic and visual impacts
- Community benefits and opportunity sites
- Construction phasing and impacts during construction
- Construction and maintenance costs

Task 4.3. Goals and Evaluation Criteria Memorandum

Kittelson will prepare a draft and final technical memorandum presenting the project goals and priorities (Task 4.1), and the evaluation framework and criteria (Task 4.2). The document will provide clear and transparent description of the performance measures and documentation and use plain language and graphics as well as straightforward narrative illustrating how the evaluation criteria will be analyzed and scored.

We will respond to one consolidated set of comments on the draft technical memorandum and prepare a final memorandum.

Task 4 Deliverables:

- Project goals and priorities
- Evaluation framework and criteria
- Draft goals and evaluation criteria memorandum
- Final goals and evaluation criteria memorandum

Task 5. Alternatives Development and Selection of Preferred Alternatives

Task 5.1. Identify Crossing Locations and Develop Design Concepts

Working with City staff and community members, the Kittelson team will develop alignment alternatives with the primary aim of improving pedestrian/bicycle connectivity over the railroad in Palo Alto south of Oregon Expressway. Guided by the project's goals and priorities, the team will apply a two-stage evaluation process to determine up to two preferred alignments and their concept design features. The process consists of:

- Identify the full range of alignments and potential design options
 - o The team will consider alignments considered as part of prior plans and supplement this list with additional alignments based on baseline conditions analysis, public input, and feedback from City staff
- Evaluate the alignment alternatives with a set of preliminary evaluation criteria
 - o This qualitative "scorecard" exercise will narrow the initial universe of options to a handful of promising alternatives. This initial step enables subsequent concept design work to focus on the most viable alignments.
- Develop concept design options for a subset of up to eight promising alignment alternatives
 - o Concepts will be developed at a sketch level with sufficient detail to establish preliminary cross-sections, landing/touchdown points, on-street treatments and intersection modifications, and key design elements of the alignment (e.g., underpass, overcrossing, structural elements)
 - o Up to eight graphics (e.g., cross sections, plan views, renderings) will be prepared to illustrate the alignment options

The selected alignment alternatives will be evaluated with a set of secondary evaluation criteria as part of Task 5.2.

Task 5.2. Alternatives Analysis

The Kittelson team will analyze up to eight alignment alternatives against the set of secondary evaluation criteria established in Task 4, which are based on the project goals and priorities developed under Task 3. The criteria will be a mix of quantitative and qualitative measurements or assessments depending on the criterion under focus and availability of information to support the evaluation. Evaluation of each alternative will be in relation to other alternatives, rather than against an absolute scale. All criteria will be weighted equally for the purposes of the evaluation. Information will be presented in a summary matrix with supporting narrative. Materials prepared for this task will be public-facing for use in community engagement. Up to two alternatives will be carried forward from this task for refinement as part of Task 5.3.

Task 5.3. Preferred Alternatives

Up to two alignment alternatives will be refined as part of this task. Using feedback from the community engagement efforts, the two most promising alternatives will be developed with additional detail and refined design elements, including treatments on both sides of the railroad to enhance access to the crossing. Up to two graphics (e.g., plan views, renderings) will be prepared to illustrate the recommended features of the preferred alternative concept(s).

Work completed in this task will be completed keeping in mind future funding sources, such as competitiveness for grant applications. The narrative and exhibits prepared will speak to evaluation criteria from relevant grant programs and be readily transferrable to grant applications, including ATP, ATIIP, RCN, and HSIP.

Task 5.4. Implementation Plan

Kittelsohn will prepare a draft and final technical memorandum presenting the process to select a preferred alternative(s) and key considerations for implementation, along with recommendations for environmental documentation and preparation of the required analysis to support CEQA/NEPA clearance. The document will provide clear and transparent description of the evaluation process and use plain language and graphics as well as straightforward narrative illustrating how the preferred alternative(s) were selected.

We will also create a funding roadmap and competitive grant game plan that leverages work completed in this project to secure funding for implementation.

We will respond to one consolidated set of comments on the draft technical memorandum and prepare a final memorandum.

Task 5 Deliverables:

- Eight concept alternatives (description and graphics - plan view, section, and/or renderings)
- Summary matrix and narrative of alternatives evaluation
- Draft Preferred Alternatives and Implementation Plan Memorandum
- Final Preferred Alternatives and Implementation Plan Memorandum

Task 6. Southern Palo Alto Bicycle and Pedestrian Railroad Crossing Study Report

Task 6.1. Administrative Draft Study Report

Kittelsohn will prepare an outline of the draft study report for City review. Kittelsohn will incorporate comments on the outline and prepare an administrative draft study report. The document will be formatted as an ADA accessible and interactive pdf for posting on the project website.

Task 6.2. Public Draft Study Report

Kittelsohn will address one set of consolidated comments from the City on the administrative draft study report and prepare a public draft study report for posting on the project website.

Task 6.3. Final Study Report

Kittelsohn will compile and summarize public comments received on the public draft study report. Kittelsohn will address and incorporate comments received into the final study report and prepare a comment response matrix to share back with the public indicating how the comments were incorporated and addressed.

Task 6 Deliverables:

- Administrative Draft Study Report
- Public Draft Study Report

- Response to public comments
- Final Study Report

Task 7. Grant Application Support

Kittelsohn will work with the city to advance implementation of the preferred alternative(s) by supporting the development of grant applications and other requests for funding. Kittelsohn will leverage extensive experience preparing successful grant applications to set the city up for success with implementation.

Task 7 Deliverables:

- Support preparing grant applications

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 (“NTP”) from the CITY.

Milestones	Completion Number of Days/Weeks (as specified below) from NTP
1. Task 1. Project Management and Coordination	360 Working days
2. Task 2. Community Outreach and Engagement	300 Working days
3. Task 3. Data Collection and Analysis of Existing Conditions	100 Working days
4. Task 4. Goals and Evaluation Criteria	100 Working days
5. Task 5. Alternatives Development and Selection of Preferred Alternatives	180 Working days
6. Task 6. Southern Palo Alto Bicycle and Pedestrian Railroad Crossing Study Report	120 Working days
7. Task 7. Grant Application Support	40 Working days
8.	
9.	
10.	

☐ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.
(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

EXHIBIT C COMPENSATION

CITY agrees to compensate CONSULTANT for the Services performed in accordance with the terms and conditions of this Agreement, including Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4 of the Agreement), based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **\$0.00**.

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

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges, if specified as reimbursable, will be reimbursed at actual cost.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.

EXHIBIT C-1 SCHEDULE OF RATES

CONSULTANT's schedule of rates is as follows, subject to the terms and conditions of Exhibit C regarding Reimbursable Expenses:

KITTELSON & ASSOCIATES, INC. BILLING RATE SCHEDULE

Effective January 1, 2024



Staff	Billing Rate
Principal / Senior Principal	\$270 - \$360
<i>Lewis, Laurence</i>	\$335
<i>Steyn, Hermanus</i>	\$335
Associate Engineer/Planner	\$230 - \$260
<i>Leahy, Amanda</i>	\$255
Senior Engineer/Planner	\$200-\$230
<i>Sahimi, Michael</i>	\$225
Engineer/Planner	\$180 - \$200
<i>Demonbreun, Ben</i>	\$195
<i>Kataria, Dhawal</i>	\$195
<i>Mahmoud, Nada</i>	\$195
Transportation Analyst	\$160 - \$175
Principal Data Scientist/Developer	\$255 - \$340
Senior Data Scientist/Developer	\$215 - \$255
Data Scientist/Developer	\$180 - \$210
Data Analyst/Software Developer	\$140 - \$175
Software Technician	\$110-\$135
Associate Technician	\$185 - \$205
Senior Technician	\$165 - \$185
Technician II	\$145 - \$160

Technician I	\$125 - \$140
Office Support	\$100 - \$120
Service & Other Direct Costs	Billing Rate
Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultants	Actual Costs

EXHIBIT D INSURANCE REQUIREMENTS

CONSULTANTS 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 HEREIN.

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

I. COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE MUST INCLUDE:

- A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY AS DEFINED BY AN INSURED AGREEMENT UNDER SUCH ENDORSEMENT.

II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING EMAIL: PURCHASINGSUPPORT@CITYOFPALOALTO.ORG

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 INSURED.

B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

**EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE
FILED WITH THE CITY OF PALO ALTO SENT TO THE FOLLOWING EMAIL:
PURCHASINGSUPPORT@CITYOFPALOALTO.ORG**