

**AMENDMENT NO. 3 TO CONTRACT NO. C20176858
BETWEEN THE CITY OF PALO ALTO AND
SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS**

This Amendment No. 3 (this "Amendment") to Contract No. C20176858 (the "Contract" as defined below) is entered into as of November 18th, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS, a California corporation, located at 636 9th Street, Oakland CA 94607 ("CONSULTANT"). CITY and [CONSULTANT or CONTRACTOR] are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of engaging a consultant to develop improvements at the Churchill Avenue Corridor, detailed therein.

B. The Parties now wish to amend the Contract in order to Extend the term of the contract to December 31, 2027, and increase the compensation by Fifty-Nine Thousand, Nine Hundred Seventy-Five Dollars (\$59,975.00) for a total not-to-exceed Two Hundred Thirty Thousand, Nine Hundred Seventy-Five Dollars (230,975.00).

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

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C20176858 between CONSULTANT and CITY, dated October 7, 2019, as amended by:

Amendment No.1, dated September 6, 2021
Amendment No.2, dated February 28, 2024

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 2. TERM of the Contract is hereby amended to read as follows:

"SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through December 31, 2027, unless terminated earlier pursuant to Section 19 of this Agreement."

Vers.: Aug. 5, 2019

SECTION 3. Section 4. NOT TO EXCEED COMPENSATION of the Contract is hereby amended to read as follows:

“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 **Two Hundred Thirty Thousand, Nine Hundred Seventy-Five Dollars (\$230,975.00)**. 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.”

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit “A” entitled “Scope of Services, Amendment 3”, AMENDED, REPLACES PREVIOUS.
- b. Exhibit “B” entitled “Schedule of Performance, Amendment 3”, AMENDED, REPLACES PREVIOUS.
- c. Exhibit “C” entitled “Compensation, Amendment No. 3”, AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

Purchasing Manager

APPROVED AS TO FORM:

City Attorney or designee

Contracts Administrator

**SANDIS CIVIL ENGINEERS SURVEYORS
PLANNERS**

Officer 1

By:

Name:

Title:

DocuSigned by:

Jeffrey M Setera

A067A1E5CB334D8
Jeffrey M Setera

President

Attachments:

Exhibit "A" entitled "Scope of Services, Amendment 3", AMENDED, REPLACES PREVIOUS.
Exhibit "B" - "Schedule of Performance, Amendment 1", AMENDED, REPLACES PREVIOUS.
Exhibit "C" - "Compensation, Amendment No. 1", AMENDED, REPLACES PREVIOUS.

EXHIBIT "A"
SCOPE OF SERVICES
AMENDED, REPLACES PREVIOUS

CONSULTANT shall provide services for the development of the Churchill Avenue Corridor Improvements. The project includes the following elements:

CONSTRUCTION ADMINISTRATION

- Provide four (4) site visits to observe the construction of site work.
- Assist the owner/client in requests for information and contractor submittals during construction.
- Conduct a final site visit and prepare a civil/landscape punch list. It is assumed that the contractor will address all punch list items and that a follow-up site visit is not necessary.
- Review change orders when needed.

RECORD DOCUMENT PREPARATION

- Based on contractor-provided redlines, prepare record documents for all applicable civil and landscaping plans.
- Issue record documents to City in pdf and CAD formats.

1. Plan Line Concepts and PEER/Encroachment Permit: CONSULTANT to determine the community preferred alignment and improvements along the corridor and to coordinate closely with Caltrans and CITY for development of innovative intersection treatments at the El Camino Real & Churchill Avenue intersection. At the El Camino Real & Churchill Avenue intersection CITY seeks capacity improvements along Churchill Avenue as well as project elements to better facilitate bicycle and pedestrian movements across the intersection as well as transit improvements that will need to be coordinated by the CONSULTANT with the Valley Transportation Authority (VTA)- Bus Rapid Transit (BRT) program. The CONSULTANT will also be required to coordinate with Stanford University to coordination of project improvements with their Stanford Perimeter Trail Project - El Camino Real segment and with the Palo Alto Unified School District for right-of-way interest and operations improvements to their district offices located at 25 Churchill Avenue and Palo Alto High School.

2. Environmental Analysis Study: CONSULTANT shall prepare an environmental analysis/assessment for the community-preferred project alignment developed as part of Task 1 including any studies required by CITY as part of the improvements for the El Camino Real & Churchill Avenue intersection. It is assumed that the Permit Engineering Evaluation Report (PEER) submitted to Caltrans during Stage 1 will be approved. The CONSULTANT shall prepare a focused traffic study to identify appropriate intersection capacity treatments including the need for a micro simulation model for use as part of the community outreach process for the project.

3. Development of Plans, Specifications & Engineer 's Estimate 's: CONSULTANT shall be responsible for the development of PS&E for project including: traffic signal modifications, street lighting improvements, sidewalk realignment and widening, drainage improvements, signage & striping, innovative bicycle treatments, traffic calming elements, landscaping, wayfinding, and transit improvements.

4. Additional Service: CONSULTANT shall provide as-needed support during the project life to assist CITY in implementation of the project including, but not limited to: grant writing support and bidding assistance should additional funding be identified for construction.

Scope of Work

Stage 1 - Concept Plan Lines & Permit Engineering Evaluation Report/Encroachment Permit

CONSULTANT shall be responsible for the development of concept plan line alternatives for the Churchill Avenue Corridor Improvement Project for the consideration of the Palo Alto community. CONSULTANT shall participate in Community Outreach meetings to identify or further develop one of the alternatives into a Community Preferred Alignment Alternative. CITY anticipates identifying up to three alignment alternatives for consideration of the community before finalizing a Community Preferred Alignment that will be advanced and submitted with an Encroachment Permit and Permit Engineering Evaluation Report (PEER) to Caltrans.

CONSULTANT will be responsible for outreach to and organizing meetings with the following agencies: Palo Alto Community, Caltrans, Stanford University, and Palo Alto Unified School District.

CONSULTANT shall take into account the following Design Considerations as part of the development of Plan Line Concept Alternatives:

- Utilities (Above and Below Ground)
- Real Property Acquisition (Temporary Construction Easements and Design)
- Safety
- Walk-ability, Bicycle Ride-ability, and Transit Connectivity
- Adjacent Public Facilities or Facilities of Interest such as Palo Alto High School, Stanford University, Town & Country Shopping Center, and connection with existing and planned Bicycle Routes
- Project Mitigations to protect the Quality of Life for existing residential properties adjacent to the proposed project area including the South Gate Neighborhood located south of Churchill Avenue between the Caltrain Tracks to the East, El Camino Real to the west, and Stanford Avenue to the South
- Cost

After development of a Community Preferred Alignment Alternative for the Churchill Avenue Corridor Improvement project the CONSULTANT shall begin coordination with Caltrans. CONSULTANT is proposing to submit a Permit Engineering Evaluation Report (PEER) with the initial encroachment permit application.

Upon successful approval of the PEER with Caltrans the CONSULTANT will present the findings of the PEER to the Palo Alto Bicycle Advisory Committee (PABAC), Planning & Transportation Commission (PTC), Palo Alto Unified School District(PAUSD)-Board of Directors, and CITY Council for final approval.

CONSULTANT shall be required to participate in the following community outreach meetings during this stage:

- Three (3) community outreach meetings
- Two (2) Palo Alto Bicycle Advisory Committee meetings
- Two (2) Palo Alto Unified School District meetings
- One (1) City-School Traffic Safety Committee meeting
- Two (2) PTC meetings, and
- One (1) City Council meeting.

CITY will be responsible for securing community meeting facilities. CONSULTANT shall be responsible for the preparation of all outreach materials, including media ads to be coordinated for publication by CITY, meeting notice flyers for mailing to residents by CITY, and community meeting presentations. The CONSULTANT shall also serve as Scribe at all community.

Deliverables for Stage 1 should include the following items:

- 10% Design - Concept Plan Line Alignments
- Preliminary Cost Estimates for alignment alternatives
- Identifying of Probable Impact and Mitigation Alternatives for neighborhood Quality of Life preservation
- Final Caltrans Approved Permit Engineering Evaluation Report (PEER)

Stage 2 - Environmental Analysis Study

Upon approval of the Permit Engineering Evaluation Report (PEER) by Caltrans, review and approval of required Environmental Analysis Studies will be transitioned over to CITY. CONSULTANT shall be responsible for the development of the appropriate Environmental Analysis Studies required by CITY. The CONSULTANT team includes an additional environmental CONSULTANT to provide oversight/input on Environmental Analysis component of project. CONSULTANT, as part of the Environmental Analysis, shall also be responsible for advancing the Community Preferred Concept Plan Line alternative into a 35% design stage.

It is assumed that the following technical studies will be required as part of the Environment Analysis component of this project:

- | | |
|---------------------------|---------------------|
| • Biological Resources | • Air Quality/Green |
| • Hazards & Hazardous | House Gas |
| Emissions Materials | • Preliminary |
| • Transportation/Traffic | Geotechnical |
| • Cultural Resources | |
| • Hydrology/Water Quality | |
| • Noise | |

The CONSULTANT's Team shall also identify any permits required from State and Federal Regulatory Agencies (e.g., Caltrans, State Fish & Wildlife, Army Corps of Engineers, etc.). CONSULTANT will be required to participate in the following community outreach meetings during this stage:

- Three (3) Community Outreach Meetings
- One (1) Study Session Planning & Transportation Commission
- One (1) Study Session City Council
- One (1) Presentation - Planning PAUSD Board of Directors
- One (1) Presentation/Approval - Palo Alto City Council

CITY will be responsible for securing community meeting facilities. CONSULTANT shall be responsible for the preparation of all outreach materials, including media ads to be coordinated for publication by CITY, meeting notice flyers for mailing to residents by CITY, and community meeting presentations. The CONSULTANT shall also serve as Scribe at all community.

Deliverables for the Environmental Analysis stage for this project shall also include the following elements:

- Final Environmental Assessment reports required by CITY of Palo Alto
- 35%PS&E
- Project architectural renderings of key improvements areas such as the El Camino Real & Churchill Avenue and Churchill Avenue & Castilleja intersections

Stage 3 - Development of Plans, Specifications and Engineer's Estimates

Upon approval of the Final Environmental Report for the Churchill Avenue Corridor Improvements project, the CONSULTANT shall proceed to prepare final plans, specifications, and engineer's estimates for the construction of the project.

The improvement plans shall include the following civil details prepared by a Registered Professional Civil Engineer with good standing with the State of California:

- Cover Sheet
- Project Notes
- Project Plan and Profile
- Demolition Plans
- Plan Details for Improvements, including but not limited to:
 - o Multi-Use Trail Sections
 - o Enhanced Pedestrian Crossings
 - o Accessible Pedestrian Ramps
 - o Drainage Plans
 - o Transit Station Plans
 - o Landscape Improvement Plans
 - o Signage & Striping Plans
 - o Traffic Signal and Street lighting Improvement Plans
 - o Utility Preservation and Connections
 - o Utility Plans
 - o Storm Water Pollution Prevention Plan
 - o Construction Staging Plan
- Project Specifications consistent with Palo Alto Standard Specifications and Special Provisions to match the Project Improvement Plan requirements
- CONSULTANT shall provide 35%, 65%, 95% and 100% Engineer's Estimates based on improvement plans and comparable bids for similar projects to ensure the project remains within the

project budget (CITY may elect to hire an outside Construction Management (CM) firm for Value Engineering and outside PEER review. CONSULTANT shall be expected to work with CM cooperatively.)

CONSULTANT shall apply for and complete all forms required from Caltrans for design exemption and encroachment permits. CONSULTANT shall submit detailed schedule based on the improvements plans to CITY and should include the following tasks:

- Base 35% Plans Revised from Environmental Process
 - o Community Outreach Meeting to Identify Landscape/Hardscape and Streetscape palette
 - o Study Session with Architectural Review Board for approval of shrub and tree planting palettes and decorative pavement treatments recommended by the Project Landscape Architect and Project Engineer
- 65% Improvement Plans
 - o Final Community Outreach Meeting
- 95% Check Print Plan Set
 - o Presentation of Project to Parks & Recreation Commission
 - o Presentation of Project to Planning & Transportation Commission
- 100% Bid Set
 - o City Council Presentation of Final Project

Meetings with CITY staff for the review of design plans, specifications and construction staging shall be held on site on a monthly basis. CITY will be responsible for securing community meeting facilities. The CONSULTANT shall be responsible for the preparation of all outreach materials, including media ads to be coordinated for publication by CITY, meeting notice flyers for mailing to residents by CITY, and community meeting presentations. The CONSULTANT shall also serve as Scribe at all community meetings and provide CITY with Meeting Notes and Action Notes within 5- business days of each meeting.

CITY anticipates procurement of an outside Construction Management Firm during this stage to assist the CITY in reviewing plans prepared by the CONSULTANT and to conduct Value Engineering alternatives to ensure that the project remains on-budget. The CONSULTANT will be required to work with the CONSULTANT Management Firm during the development of the plans.

Deliverables for the Development of PS&E stage for this project shall also include the following elements:

- 100% PS&E Bid Package
- Procurement of all necessary encroachment permits to allow for the construction of the project

Stage 4 - Summary of Remaining Task to Be Completed through Stages 1 through 3 (as of October 2019)

The project is currently split into two separate plan set submittals: Phase 1A, which includes improvements located within the Caltrans Right-of-Way at the intersection of El Camino Real and Churchill Avenue; and Phase 1B, which includes pathway improvements along the northern edge of Churchill Avenue between the El Camino Real and Castilleja Avenue Intersections. Based on recent discussions, the Phases are to be combined into a single plan set for City review and bidding purposes. In addition, a series of design changes are requested including removal of the proposed bike signal at the Churchill/ECR intersection and modifications to the bulbouts, new traffic signal at the Churchill/ECR,

Churchill/Madrone, and Churchill/Castilleja intersections, and relocation of the City's electrical transformers located on Palo Alto High School's property.

Design and Permitting

- Combine Phase 1A and Phase 1B plan sets and supporting documents into single package.
- Revise Intersection of El Camino Real and Churchill Avenue design and submit Caltrans
- Encroachment Permit Application including: Plans, Specifications, and Engineer's Estimates
- Revise/Reissue 65% PS&E Submittal for overall project based on City comments (including landscape plans).
- Prepare 100% PS&E (Bid Documents) submittal and resubmit to City and Caltrans
- Prepare technical specifications and cost estimate
- Revise Plat Maps and Legal Descriptions for required easement documents.
- Coordinate improvements with PAUSD.
- Attend up to two (2) meetings with City/agency staff.

Environmental Clearance Documents/CEQA Checklist

- Prepare CEQA Checklist for categorically exempt project.
- If required, prepare the following cultural resources reports:
 - o Area of Potential Effects (APE) Map
 - o Archaeological Survey Report (ASR), including Native American consultation
 - o Historic Resources Compliance Report (HRCR)
- Meet with Caltrans staff to coordinate CE process.

Public Meeting Attendance

- Attend up to five (5) public meetings, including
 - o One (1) council meeting
 - o One (1) Planning and Transportation Commission meeting
 - o One (1) School Board meeting
 - o One City School Traffic Committee meeting
 - o One Community meeting

Bid Assistance

- Assist City staff in preparation of any additional bid documents required for Public bid process.
- Assist City in review of public bids.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE AMENDMENT NO. 3
(AMENDED, REPLACES PREVIOUS)

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	Completion From NTP
1. Project Restart Meeting	Week of 10/15/2019
2. Revise design based on City comments/direction	10/15-11/5/2019 (3 weeks)
3. Submit PS&E and supporting documents to City for review	11/5/2019
4. Submit PS&E and supporting documents to Caltrans	11/5/2019
5. City/Caltrans Review Period	12/5/2019
6. Revise Plans and Resubmit (100% PS&E)	12/2021
7. City/Caltrans Review period	12/2021-2/2024
8. Incorporate final comments/Finalize Plan	3/2024
9. Design Completion	8/2024
10. Design Support during Construction	12/2027

EXHIBIT C
COMPENSATION AMENDMENT NO. 3
(AMENDED, REPLACES PREVIOUS)

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
Stage 4 Remaining Task to be completed through Stages 1 through 3 (as of October 2019)	\$96,000.00
Amendment No. 2	\$30,000.00
Subtotal Basic Services	\$126,000.00
Additional Services (Not to Exceed)	\$25,000.00
Amendment No. 2 – Additional Services (Not to Exceed)	\$20,000.00
Amendment No. 3 – Design Support Services During Construction	\$59,975.00
Maximum Total Compensation	\$230,975.00

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for

which CONSULTANT shall be reimbursed are: **None**

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 and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.