

CITY OF PALO ALTO CONTRACT NO. C25193087

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF PALO ALTO AND RINCON CONSULTANTS, INC.

This Agreement for Professional Services (this “Agreement”) is entered into as of the 2nd day of December, 2024 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and RINCON CONSULTANTS, INC., a California Corporation, located at 66 Franklin Street, Suite 300, Oakland, CA 94607 (“CONSULTANT”).

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

RECITALS

A. CITY intends to prepare an Initial Study-Mitigated Negative Declaration for the Cubberley Master Plan Project area (the “Project”) and desires to engage a consultant to provide services 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.

SECTION 2. TERM.

The term of this Agreement shall be from the effective date of this agreement through December 31, 2025 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 **One Hundred Sixty-Eight Thousand Six Hundred Two Dollars (\$168,602)**. 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 **Thirty-Three Thousand Seven Hundred Twenty Dollars (\$33,720)** 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 **Two Hundred Two Thousand Three Hundred Twenty-Two Dollars (\$202,322)**, 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:

Hexagon Transportation Consultants, Inc.
100 Century Center Court, Suite 501
San Jose, California 95112

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 Karly Kaufman Email: kkaufman@rinconconsultants.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 Kristen O'Kane, Director of Community Service Department, 1305 Middlefield Road Palo Alto, CA, zipcode: 94301, Telephone: (650)463-4908. 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 third party 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") to the extent that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. CITY will reimburse CONSULTANT for the proportionate percentage of defense costs exceeding CONSULTANT's proportionate percentage of fault as determined by the final judgment of a court of competent jurisdiction.

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 A-1 PROFESSIONAL SERVICES TASK ORDER
- ☒ 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. C25193087
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

RINCON CONSULTANTS, INC.
Officer 1

City Manager

By: _____

Signed by:
Abe Leider
3A7963A0D61D406...

Name: _____

Abe Leider

APPROVED AS TO FORM:

Title: _____

Principal

Officer 2

City Attorney or designee

By: _____

DocuSigned by:
Richard Daulton
3D7ADA6A0F8E4C6...

Name: _____

Richard Daulton

Title: _____

Secretary/Exec Vice President

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 Mobilization and Kickoff

CONSULTANT’S project manager will review project and background information and prepare for and attend a kickoff meeting with the project team and CITY. This meeting will serve as a forum to review and confirm study objectives and to discuss the expectations of stakeholders. Working schedules will be discussed. CONSULTANT will also use this opportunity to collect any relevant project or background information not already transmitted. This task will also include coordination with the CITY to verify the project description, confirm project assumptions, and confirm assumptions regarding potential increases in development. CONSULTANT will also conduct a site visit to observe and take photographs of the site’s existing conditions and surroundings.

Task 2 Cultural Resources Technical Report Update

CONSULTANT previously completed a cultural resources technical report for the Cubberley Concept Plan in 2019 and proposes to supplement and update this report where needed to support defensibility and consistency with best professional practices. This will include an updated records search of the California Historical Resources Information System (CHRIS) to identify any newly identified cultural resources within a 0.5-mile radius of the project site. CONSULTANT anticipate the records search will be conducted by CHRIS staff and not exceed \$750 in direct costs. CONSULTANT will also complete a focused cultural resources survey to confirm existing conditions and identify any changes which may have occurred since 2019. CONSULTANT previously evaluated the former Cubberley High School complex and determined it was ineligible as a historical resource under CEQA. In accordance with guidance from the California Office of Historic Preservation, CONSULTANT will prepare an updated evaluation to confirm no changes have occurred which would warrant eligibility. CONSULTANT assume archaeological testing will be not be required and no other cultural resources will be identified which warrant recordation. Pending completion of the records search and field survey, CONSULTANT will prepare an updated technical report to address impacts to historical and archaeological resources and provide recommendations as needed.

Assembly Bill 52 Assistance

Under Assembly Bill (AB) 52 (California Government Code Section 21080.3.1 (a)), the City of Palo Alto, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. If CITY does not maintain an AB 52 contact list, CONSULTANT will request an AB 52 consultation list from the Native American Heritage Commission (NAHC) on behalf of the CITY. Typically, NAHC list requests are fulfilled within 10-14 business days. CONSULTANT will assist with consultation under AB 52 by providing with letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52. This task does not include meetings, outreach, consultation, or CONSULTANT mailing letters to Tribal governments. CONSULTANT assumes the CITY will officially contact all applicable Tribes. This scope item does not include any meetings with Native American tribes or individuals; however, CONSULTANT can assist with these efforts under a scope augmentation if needed.

Task 3 Administrative Draft Initial Study – Mitigated Negative Declaration

Building off the Administrative Draft IS-MND prepared in 2021, CONSULTANT Consultants will prepare an Administrative Draft IS-MND pursuant to the requirements set forth in the State CEQA *Guidelines*. The Project Description in the Administrative Draft IS-MND will be updated to be consistent with the revised draft of the Master Plan. CONSULTANT anticipates that some of the previous analysis prepared for the Cubberley Concept Plan would continue to apply. However, CONSULTANT anticipates that because the Plan area boundary has changed and the buildout assumptions have changed, re-quantification of many impacts will be needed. CONSULTANT's proposed approach to technical analysis is described below under "Technical Approach to Environmental Issues."

The IS-MND will provide supporting analysis to determine whether the project will or may have significant environmental effects that cannot be mitigated to below a level of significance. CONSULTANT will use the CITY's preferred format, which CONSULTANT anticipate will be the suggested checklist from Appendix G of the CEQA Guidelines. The Administrative Draft IS-MND will address each of the items on the environmental checklist.

Task 4 Public Review Draft Initial Study – Mitigated Negative Declaration

As part of this task and after confirming the approach with CITY, CONSULTANT will finalize the IS-MND. This step will involve responding to two rounds of consolidated CITY comments on the Administrative Draft IS-MND (i.e., one round of comments on the Administrative Draft and one round of comments on a Screencheck Draft IS-MND) and preparation of the Public Review Draft IS-MND.

This task also includes circulating the Public Review Draft IS-MND for the required 30-day public review period. CONSULTANT will prepare and revise the Notice of Intent (NOI) to Adopt an IS-MND per one round of consolidated comments and will be responsible for filing with the State Clearinghouse (SCH) and the County Clerk. CITY will be responsible for distributing the notices to responsible agencies and other interested parties, and other noticing

required under CEQA or CITY procedures, including newspaper advertisement. CONSULTANT can advise the CITY on these requirements if needed.

Task 5 Final IS-MND

Although CEQA does not technically require written responses to comments on IS-MNDs, CONSULTANT recommend preparing written responses to show that comments have been “considered” as required by CEQA. After close of the public comment period, CONSULTANT will prepare written responses to CEQA-relevant written comments on the Public Review Draft IS-MND. All responses will include reasoned analysis and will cite appropriate provisions of the Public Review Draft IS-MND, the CEQA Guidelines, and applicable legal decisions. CONSULTANT assume up to 10 letters will be received and that comments will not be substantial/complex in nature such that no more than 24 hours of professional staff time are required to respond to comments should additional or more complex letters be received; additional budget may be needed.

CONSULTANT will also prepare a Mitigation Monitoring and Reporting Plan (MMRP), if appropriate, which will be presented as a table listing all mitigation measures, indicating what monitoring actions are required, the department(s) and or agencies responsible for monitoring, and when monitoring is to occur.

CONSULTANT will prepare the Notice of Determination (NOD). If the project is approved, CONSULTANT will file the NOD with the State Clearinghouse. CONSULTANT assume that the CITY will file the NOD with the County Clerk and that the CITY or applicant will be responsible for payment of NOD filing fees. CONSULTANT will maintain the Administrative Record for this project. CONSULTANT will develop a work plan at the outset that instructs internal staff on the way in which the Administrative Record will be developed and maintained. As sources are referenced in each section of the report, they are logged in an index containing a hyper-linked cross-reference to the individual source files, copies of which are maintained on company servers. These include, for example, guidance documents, websites, correspondence, and technical memoranda. The citations and source files will be audited during our technical review to ensure the record is complete and comprehensive.

Task 6 Public Hearings

CONSULTANT will attend up to two public hearings virtually to present the findings of the report and/or respond to questions on the environmental analysis or CEQA process. CONSULTANT can attend additional hearings for an additional fee.

Task 7 Project Management

CONSULTANT’s Project Manager will be responsible for coordinating communication and maintaining a close working relationship internally, with our subconsultant and with CITY staff during execution of this project. This task includes participation by CONSULTANT in up to four conference calls to discuss the budget, schedule, and progress of the project and includes monthly invoicing and progress reporting.

Technical Approach to Environmental Issues

The following describes CONSULTANT's general approach to the key issues that CONSULTANT assume would be the focus of the IS-MND.

Air Quality

The air quality analysis will be prepared in accordance with the methodologies and significance thresholds outlined in the Bay Area Air Quality Management District's (BAAQMD) CEQA Guidelines (2022). The analysis will include discussions of temporary construction impacts and long-term operational impacts associated with the project. Construction-related emissions would include emissions associated with construction equipment and vehicles during construction. Long-term operational emissions would include those associated with building energy consumption and trips to and from the project site. This analysis assumes the project would not have any stationary sources that require BAAQMD permits. Air emissions will be quantified using the California Emissions Estimator Model (CalEEMod) and projected emissions will be compared to the BAAQMD's numerical thresholds of significance. There are residential units located near the project, and temporary construction activities have the potential to result in a significant health risk impact depending on the construction details. Therefore, a construction health risk assessment (HRA) task is presented below. However, if project construction equipment would use US EPA Tier 4 or California Air Resources Board diesel particulate filters (DPF) Level 3 emissions controls, a qualitative approach may be taken to the potential health risk impact. Cumulative health risk impacts would also be addressed. A standalone technical report is not proposed under this scope of work and the analysis will be prepared directly in the Initial Study section with modeling outputs in an appendix. If significant impacts are identified, feasible mitigation measures will be developed.

Construction Health Risk Assessment

The construction HRA will be conducted using project-specific data, emissions calculated from CalEEMod under the air quality analysis for diesel particulate matter (DPM) and PM_{2.5}, air dispersion modeling, and health risk calculation. The refined construction HRA will be performed in accordance with the revised California Office of Environmental Health Hazard Assessment (OEHHA) Guidance. The analysis will incorporate the estimated construction emissions and dispersion modeling using the USEPA AMS/EPA Regulatory Model (AERMOD) model with meteorological data from the closest meteorological monitoring station. AERMOD dispersion model outputs will be converted into specific cancer risks and non-cancer chronic health hazard impacts in accordance with the OEHHA Guidance. The results of the construction HRA will be incorporated into the IS-MND Air Quality section.

Biological Resources

The 15-acre site is in a developed urban area and has been developed and urbanized for many years. It is unlikely that there are unique, rare or endangered plant or animal species or habitats on or near the site and the site is not within an area designated as a natural community. This section will include a general assessment of the potential biological resources that could be present in the area and will focus on potential associated with disturbance and removal of existing mature trees such as impacts to nesting birds and consistency with the CITY's Tree Preservation Ordinance. Where potential resources are identified, programmatic mitigation measures will be developed. This scope of work does not include an arborist report; however,

CONSULTANT certified arborists could prepare an arborist report at the CITY's request or an additional fee.

Cultural Resources

CONSULTANT assumes that the cultural resources analysis will be based on the Cultural Resources Technical Report prepared by CONSULTANT as described under Task 2.

Energy

The project's energy use from construction and operation will be quantified using the CalEEMod outputs and in-house calculation spreadsheets. In addition, the proposed project's compliance with applicable State and local energy reduction plans, policies, and regulations will be determined. If significant impacts are identified, feasible mitigation measures will be developed.

Greenhouse Gas Emissions

The greenhouse gas (GHG) analysis will be prepared in accordance with the methodologies and significance thresholds outlined in the Bay Area Air Quality Management District's (BAAQMD) CEQA Guidelines (2022). Similar to the air quality analysis, the GHG analysis will include discussions of temporary construction impacts and long-term operational impacts associated with the project. Construction-related emissions would include emissions associated with construction equipment and vehicles during construction. Long-term operational emissions would include those associated with the building energy consumption and trips to and from the project site. Project-level impacts will be analyzed through a consistency analysis with the CITY's 2022 Sustainability and Climate Action Plan (which CITY staff has stated is a qualified GHG reduction strategy), as allowed by BAAQMD CEQA guidance.

Land Use and Planning

This analysis will focus on land use compatibility issues that may arise as a result of Master Plan implementation. Compatibility issues will be discussed in light of information provided in other sections of the CEQA analysis. Inconsistency with applicable land use plans does not in itself constitute an environmental impact. Environmental impacts could result from inconsistencies with CITY policies adopted for the purpose of avoiding or reducing environmental impacts. The analysis will focus on consistency with adopted plans and programs intended to reduce environmental impacts.

Noise

CONSULTANT will prepare a noise and vibration analysis consistent with CITY standards. CONSULTANT will conduct up to two long-term (48 hour) and four short-term (15-minute) sound level measurements to characterize the local noise environment. Construction noise impacts will be addressed at the programmatic level. An analysis of the potential for on-site noise sources (e.g., HVAC) to impact nearby sensitive receptors will be conducted at the program level based on available data and information. The project's contribution to traffic noise level increases will be quantified based on traffic data provided by Hexagon. In addition, the

potential for project construction to result in vibration impacts will be analyzed. If significant impacts are identified, feasible mitigation measures will be developed.

Transportation

The transportation analysis will be based on transportation study prepared by Hexagon Transportation Consultants (Hexagon). Hexagon will prepare the report consistent with the requirements of the CITY of Palo Alto and the Santa Clara Valley Transportation Authority (VTA) Congestion Management Program (CMP). Hexagon's scope of work includes the following:

Vehicle Miles Traveled. According to the CITY's VMT policy, the effects of development on the transportation system using the VMT metric must be evaluated to assess transportation impacts per CEQA requirements. Hexagon will check the VMT for the proposed project and will compare that to the threshold of significant impact in Palo Alto. If an impact is shown, CONSULTANT will describe how the impact could be mitigated.

Transportation Study. The purpose of the transportation study is to satisfy the requirements of the CITY of Palo Alto and the Santa Clara County Congestion Management Program (CMP). The transportation analysis will include an analysis of weekday AM and PM peak-hour traffic conditions and will determine the traffic impacts of the proposed project on key intersections in the vicinity of the site. Project trips on nearby freeway segments also will be identified based on CMP guidelines. The intersections and freeway segments that we propose to study are identified below.

Study Intersections:

- Middlefield Road & Charleston Road
- Middlefield Road & Montrose Avenue
- Middlefield Road & San Antonio Road (CMP)
- Alma Street & Charleston Road
- Alma Street/Central Expressway & San Antonio Road
- Charleston Road & San Antonio Road (CMP)

Freeway Segments:

- US 101 North of San Antonio Road
- US 101 South of San Antonio Road

The tasks to be included in the traffic analysis are:

1. *Site Reconnaissance.* The physical characteristics of the site and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, and surrounding land uses.
2. *Observation of Existing Traffic Conditions in the Study Area.* Existing traffic conditions will be observed in the field in order to identify any operational deficiencies and to confirm the accuracy of calculated levels of service.

3. *Data Collection.* Existing weekday AM (7:00 – 9:00 AM) and PM (4:00 – 6:00 PM) peak-hour traffic volumes for the study intersections will be obtained from the VTA Congestion Management Program (CMP) and new manual turning-movement counts. Freeway segment traffic counts will be obtained from the latest Congestion Management Program (CMP) monitoring report.
4. *Evaluation of Existing Conditions.* Existing traffic conditions will be evaluated based on existing traffic volumes at the study intersections. The existing traffic conditions at the key study intersections will be evaluated using the software TRAFFIX, which employs the 2000 Highway Capacity Manual (HCM) methodology for intersection analyses and is the designated level of service methodology for the City of Palo Alto.
5. *Project Trip Generation, Distribution, and Assignment.* Estimates of trips to be added to the surrounding roadway network by the proposed project will be based on the trip generation rates recommended by the Institute of Traffic Engineers' Trip Generation Manual, 11th Edition. The directional distribution of site-generated traffic will be forecast based on the projected areas to be served by the project as well as existing travel patterns, relative locations of complementary land uses, and information obtained from previous traffic studies conducted for developments in the area, as available. The site-generated traffic will be assigned to the roadway network based on the trip generation and distribution pattern discussed above.
6. *Evaluation of Existing Plus Project Conditions.* Project-generated traffic will be added to the existing traffic volumes. Intersection levels of service under existing plus project conditions will be evaluated using the TRAFFIX software. Intersection level of service calculations will be conducted to estimate existing plus project traffic conditions during the AM and PM peak hours after the completion of the project. Intersection impacts associated with the development will be evaluated relative to existing conditions.
7. *Evaluation of Background Conditions.* Background traffic volumes represent the existing volumes plus the projected volumes from approved and planned developments that have not yet been constructed and occupied. Approved project trips and/or approved project information will be obtained from the City of Palo Alto. In addition, roadway improvements associated with approved developments will be assumed as directed by CITY. Intersection levels of service under background conditions will be evaluated using the CITY methodology.
8. *Evaluation of Background Plus Project Conditions.* Project-generated traffic will be added to the background condition traffic volumes. Intersection levels of service under project conditions will be evaluated using the TRAFFIX software. Intersection level of service calculations will be conducted to estimate project traffic conditions during the AM and PM peak hours after the completion of the project. Intersection impacts associated with the development will be evaluated relative to background conditions.
9. *Freeway Segment Analysis.* The magnitude of project trips on freeway segments near the site will be determined based on the trip assignment task described above. The number of trips on nearby freeway segments will be compared to the CMP's threshold for determining the need

for freeway level of service analysis. Freeway segments that require a level of service analysis will be analyzed for the AM and PM peak hours as required by the CMP guidelines. The results of this task will be documented in the traffic study.

10. *Site Access, On-Site Circulation and Parking.* A review of the new project site plan will be performed to determine the overall adequacy of the site access and on-site circulation in accordance with generally accepted traffic engineering standards and to identify any access or circulation issues that should be improved. Parking will be evaluated relative to the CITY's Code.
11. *Evaluation of Vehicle Queuing.* For selected locations where the project would add a significant number of left-turning vehicles, the adequacy of existing/planned storage at turn pockets will be assessed by means of comparison with expected maximum vehicle queues. Vehicle queues will be estimated using a Poisson probability distribution.
12. *Bicycle, Pedestrian, and Transit Facilities.* An updated qualitative analysis of the project's effect on transit service in the area and on bicycle and pedestrian circulation in the study area will be included in the traffic report. Any impacts of the project on the nearby facilities will be identified and improvements recommended to mitigate the impacts.
13. *Description of Impacts and Recommendations.* Based on the updated results of the level of service calculations, impacts of the site-generated traffic will be identified and described. Recommendations will be formulated that identify the locations and types of improvements or modifications necessary to mitigate significant near term or long-range project impacts. Improvements could include street widenings, lane additions, changes in lane usage, or modifications to existing traffic signals.
14. *Meetings.* The fee estimate includes Hexagon staff attendance at one meeting in connection with the project. It does not include attendance at public meetings.
15. *Reports.* Our findings and recommendations will be summarized in a draft TIA report. Hexagon Transportation Consultants will respond to editorial comments on the draft and prepare a final TIA report.

Tribal Cultural Resources

CONSULTANT assumes that the tribal cultural resources analysis will be based on the Cultural Resources Technical Report prepared by CONSULTANT as described under Task 2 and the results of AB 52 consultation.

Public Services, Recreation, and Utilities

CONSULTANT will evaluate potential impacts from buildout of the Master Plan on public services, recreation, and utilities infrastructure, including water demand, wastewater generation, solid waste facilities, schools, parks, and fire and police protection services. The increase in demand for services will be compared to local thresholds and/or remaining capacities of existing facilities, where available, to determine if a significant effect would occur. The demand estimates

will not constitute a technical capacity analysis but will use standard demand rates for a comparison with readily available information related to the remaining capacity of existing facilities.

EXHIBIT A-1
PROFESSIONAL SERVICES TASK ORDER

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.
OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)

1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):
1B. TASK ORDER NO.:
2. CONSULTANT NAME:
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4. TOTAL TASK ORDER PRICE: \$
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$
5. BUDGET CODE
COST CENTER
COST ELEMENT
WBS/CIP
PHASE
6. CITY PROJECT MANAGER’S NAME & DEPARTMENT:
7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
MUST INCLUDE:
▪ SERVICES AND DELIVERABLES TO BE PROVIDED
▪ SCHEDULE OF PERFORMANCE
▪ MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)
▪ REIMBURSABLE EXPENSES, if any (with “not to exceed” amount)
8. ATTACHMENTS: A: Task Order Scope of Services B (if any):

<p>I hereby authorize the performance of the work described in this Task Order.</p> <p>APPROVED: CITY OF PALO ALTO</p> <p>BY: Name Title Date</p>	<p>I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.</p> <p>APPROVED: COMPANY NAME:</p> <p>BY: Name Title Date</p>
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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 Mobilization and Kickoff Meeting	1 Week
2. Task 2 – Cultural Resources and Technical Report	8 Weeks
3. Transportation Report	15 Weeks
4. Task 3 – Administrative Draft Initial Study	20 Weeks
5. Task 4 – Public Review Draft IS-MND	25 Weeks
6. Task 5 – Final IS-MND	30 Weeks
7. Task 6 – Public Hearing	As Scheduled throughout project up-to 52 Weeks
8. Task 7 – Project Management	As Scheduled throughout project up-to 52 Weeks

☒ 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 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 rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth 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.

BUDGET SCHEDULE

TASK	NOT TO EXCEED AMOUNT
Task 1 (Project Mobilization and Kickoff)	\$1,801
Task 2 (Cultural Resources Technical Report)	\$12,984
Task 3 (Administrative Draft IS-MND)	\$45,736
Task 4 (Public Review Draft IS-MND)	\$4,920
Task 5 (Final IS-MND)	\$7,284
Task 6 (Public Hearings)	\$3,504
Task 5 (Project Management)	\$7,764
Sub-total for Services	\$85,993
Reimbursable Expenses (if any)	\$82,609
Total for Services and Reimbursable Expenses	\$168,602
Additional Services (if any, per Section 4)	\$33,720
Maximum Total Compensation	\$202,322

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: Travel Expenses, Sound Level and Standard Field Monitoring Packages, Records Search, and Transportation Consultant (W-Trans), up to the not-to-exceed amount of: \$82,609.

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.

Cost Assumptions

The following is a list of CONSULTANT assumptions related to cost, scope, and schedule:

- Recordation of archaeological and tribal cultural resources will not be required.
- The project is subject to CEQA and compliance with Section 106 of the National Historic Preservation Act is not required.
- All deliverables will be provided in electronic format (Word and/or PDF); no printed copies will be provided.
- The project does not involve any updates or amendments to the Comprehensive Plan and therefore does not require SB 18 consultation.
- Direct expenses for the NWIC records search will not exceed \$750.
- Costs have been allocated to tasks based on the methodology in our proposed scope of work, but specific costs may be re-allocated among tasks and/or direct costs within the authorized amount.
- If additional effort is required beyond that identified in the work program, CONSULTANT will perform the work on a time and materials basis with an amendment of the project cost and scope of work approved by the CITY. No additional services would be provided without receipt of prior written approval.
- CONSULTANT assumes the CITY or applicant will pay applicable the CDFW filing fee for an IS-MND and County Clerk filing fees, if required.

EXHIBIT C-1 SCHEDULE OF RATES

CONSULTANT's schedule of rates is as follows:

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2024 - December 31, 2024
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Publishing Specialist	\$120
Clerical	\$107

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11” by 17”	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive

Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day
* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.	

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62

Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57 /diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

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. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT’S AGREEMENT TO INDEMNIFY CITY.
- 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 INSUREDS.

B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

**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**

Certificate Of Completion

Envelope Id: D71B879D367A43EBB20E8045957DCEA1

Status: Completed

Subject: Complete with DocuSign: FINAL C25193087 Rincon Cubberley.pdf

Source Envelope:

Document Pages: 31

Signatures: 2

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Envelope Originator:

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Alice Harrison

250 Hamilton Ave

Palo Alto , CA 94301

Alice.Harrison@CityofPaloAlto.org

IP Address: 199.33.32.254

Record Tracking

Status: Original

Holder: Alice Harrison

Location: DocuSign

11/20/2024 9:27:44 AM

Alice.Harrison@CityofPaloAlto.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Palo Alto

Location: DocuSign

Signer Events	Signature	Timestamp
Abe Leider	<div>Signed by:</div> <div></div> <div>3A7963A0D61D406...</div>	Sent: 11/20/2024 9:30:44 AM
aleider@rinconconsultants.com		Viewed: 11/20/2024 10:02:41 AM
Principal		Signed: 11/20/2024 10:07:07 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 184.23.251.55	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Richard Daulton

RDaulton@rinconconsultants.com

Secretary/Exec Vice President

Security Level: Email, Account Authentication (None)

DocuSigned by:



3D7ADA6A0F8E4C6...

Sent: 11/20/2024 10:07:11 AM

Viewed: 11/21/2024 7:51:12 AM

Signed: 11/21/2024 7:51:31 AM

Signature Adoption: Pre-selected Style

Using IP Address: 97.93.20.52

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cayla Koga	<div>COPIED</div>	Sent: 11/21/2024 7:51:33 AM
cayla.koga@cityofpaloalto.org		
Administrative Assistant		
City of Palo Alto		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Kristen O'kane kristen.o'kane@cityofpaloalto.org Director Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 11/21/2024 7:51:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2024 9:30:44 AM
Certified Delivered	Security Checked	11/21/2024 7:51:12 AM
Signing Complete	Security Checked	11/21/2024 7:51:31 AM
Completed	Security Checked	11/21/2024 7:51:34 AM

Payment Events	Status	Timestamps
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