

CITY OF PALO ALTO CONTRACT NO. C23185922

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF PALO ALTO AND KITTELSON & ASSOCIATES, INC.

This Agreement for Professional Services (this “Agreement”) is entered into as of the 30th day of May, 2023 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and Kittelson & Associates Inc., a California corporation,, located at 155 Grand Avenue, Suite 505, Oakland, CA 94612 (“CONSULTANT”).

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

RECITALS

A. CITY intends to update the City’s 2012 Bicycle and Pedestrian Transportation Plan (BPTP) (the “Project”) and desires to engage a consultant to produce an updated BPTP 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 date of its full execution through completion of the Services in accordance with Exhibit B, entitled “SCHEDULE OF PERFORMANCE”, 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, **Three Hundred Thirty-Three Thousand, Nine Hundred Forty-Five Dollars and Five Cents (\$333,945.05)**. 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 **Twenty-Seven Thousand, Six Hundred Forty-Nine Dollars and Fifty-Five Cents, (\$27,649.55)** 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 **Three Hundred Thirty-Three Thousand, Nine-Hundred Forty-five Dollars and Five Cents (\$333,945.05)**, 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: Subconsultant 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:

Mobycon
555 South Magnum Street, Suite 100
Durham, South Carolina, 27701

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

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Amanda Leahy, aleahy@kittelson.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 Ozzy Arce, Transportation Department, Planning and Community Environment Division, 350 Hamilton Avenue Palo Alto, CA, 94301, Telephone: (650) 329-2546. Ozzy.arce@cityofpaloalto.org CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services.

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

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all 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).



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. C23185922 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

**CONSULTANT
KITTELSON & ASSOCIATES, INC.**

City Manager

Officer 1

By: David L. Mills

Name:

Title:

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West Region Operations Leader, VP

APPROVED AS TO FORM:

City Attorney or designee

Officer 2

By: Larry Van Dyke

Name:

Title:

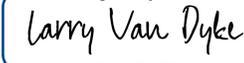
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VICE President and CFO

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”.

CONSULTANT will produce an updated Bicycle and Pedestrian Transportation Plan (BPTP) for the City of Palo Alto.

Task 1 – Prepare Detailed Work Plan and Strategy

CONSULTANT will meet with City staff for an in-person 1.5-hour kick-off meeting with the consultant project manager and deputy project manager present and remote access option for Mobycon staff and other participants.

CONSULTANT will update the project work plan to incorporate feedback from the kick-off meeting.

- CONSULTANT will prepare a leadership and coordination work plan that documents communications protocols, file sharing protocols, project rules and responsibilities, and QA/QC procedures.
- CONSULTANT will prepare a Community Engagement Plan that will outline the phases of engagement, proposed engagement activities, engagement evaluation metrics, and explain how the consultant team will share information and gather input regarding the needs and issues of the public, stakeholders, and interested parties. CONSULTANT will address and incorporate one set of consolidated comments on the draft Community Engagement Plan and prepare a Final Community Engagement Plan.
- CONSULTANT will prepare and provide the City with a list of data needs.

Deliverables

- Kick off meeting agenda and meeting minutes (1.5-hour meeting with 3 consultant team staff)
- List of data needs
- Updated project work plan and schedule
- Leadership and coordination work plan
- Draft and Final community engagement plan

Task 2 – Review Existing Bicycle and Pedestrian Policy and Program Documents

Task 2.1 – Bicycle and Pedestrian Transportation Plan Update Framework

- CONSULTANT will review the 2012 BPTP and the PABAC-adopted BPTP Update framework to prepare a framework memorandum presenting an annotated outline of the BPTP Update. The memorandum will include a strategy to update bicycle, pedestrian, and other micromobility modes.

Task 2.2 – Literature Review

CONSULTANT will identify and review existing plans, programs, and policies from recent documents to develop an understanding of the policy and planning environment for walking and biking in Palo Alto, including, but not limited to the following:

2012 BPTP, 2030 City of Palo Alto Comprehensive Plan (Transportation, Land Use, & Housing Element Update), 2017 Comp Plan, City of Palo Alto Sustainability/Climate Action Plan 2022, City of Palo Alto Parks Master Plan; City of Palo Alto Rail Corridor Study; City of Palo Alto Green Stormwater Infrastructure Plan; City of Palo Alto Expanded Community Advisory Panel Final Recommendations; City of Palo Alto Public Art Master Plan and the California Avenue Public Art Plan; City of Palo Alto Traffic Control Plan Guidelines; City of Palo Alto Safe Routes to School (SRTS): Palo Alto SRTS Five-Year Work Plan, Safe Routes to School Partnership Consensus Statement, National Center for Safe Routes to School webpages: “6 Es of Safe Routes to School” and “Equity”, National Center for Safe Routes to School/ChangeLab Fact Sheet: “Safe Routes to School: Minimizing Your Liability Risk”, adopted Palo Alto Unified School District (PAUSD) Safe Routes to School Policies, draft PAUSD SRTS policy documents, and Safe Routes to School Plans from neighboring jurisdictions; California Senate Bill 743 and using Vehicle Miles Traveled (VMT) in development review (Countywide or locally); Adjacent city bicycle, pedestrian, or active transportation plans including Los Altos, Menlo Park, East Palo Alto, and Mountain View. Also, identify the Regional Bicycle Network, Countywide Bicycle Network and connecting community facilities in order to aid in prioritization of recommended facilities.; Relevant regional/County plans, such as the Stanford Community Plan and Update, and Plan Bay Area 2050 and what the recently adopted Plan does for walking and biking in Palo Alto; Other Countywide and regional documents related to bicycle plans and policies, including but not limited to: High-Speed Rail Station Access planning efforts, Caltrain’s Bicycle Access efforts, Santa Clara Valley Transportation Authority (VTA) Countywide Bike Plan, VTA’s Bicycle Technical Guidelines, VTA’s Local Road Safety Plan for Palo Alto, VTA Valley Transportation Plan (VTP) 2040, Metropolitan Transportation Commission’s (MTC) Regional Bicycle Plan for the San Francisco Bay Area 2009 Update, and Bicycle Plan/Safe Routes to School Plan/Pedestrian Safety and Circulation Plan from the neighboring jurisdictions. ; Other plans of note include: Peninsula Bikeway Study, VTA Bicycle Plan 2018, VTA Bicycle Technical Guidelines 2012, VTA Bicycle Superhighway Feasibility study, Caltrans District 4 Bike Plan 2018, Caltrans District 4 Pedestrian Plan, and Caltrans District 4 Bike Highway Study; Bay Trail and Ridge Trail Master Plans, Santa Clara County Countywide Trails Master Plan, High Speed Rail documents, and Caltrain documents.

- CONSULTANT will identify and review existing plans, programs, and policies and identify policies and programs that may be incompatible or conflict with building a safer pedestrian and bicycle network.
- CONSULTANT will summarize bicycle and pedestrian policy best practices, incorporating the Bike Friendly Cities criterion to become a Platinum award city, establish Palo Alto benchmarks, and comparing them to international best practice.

Task 2.3 – Goals, Objectives, and Performance Measures

- CONSULTANT will work with City staff to define the goals, purpose, and intent of the plan update, define the audience, and identify the themes and principles that guide the development of this plan update. Principles may include but not limited to those of connectivity, equity, mobility, safety, sustainability, Complete Streets, Safe System, Vision Zero, and the Safe Routes to School Partnership Consensus Statement.
- CONSULTANT will develop performance measures to enable City staff to track the progress of BPTP Update over time.
- CONSULTANT will review the City of Palo Alto Zoning Code and identify specific standards influencing pedestrian and bicycle accommodations at the site and building level. This review will include recently adopted objective design/development standards.

Deliverables

- Draft BPTP Update Framework Memorandum
- Draft Literature Review Technical Memorandum
- Draft Goals, Policies, and Performance Measures Technical Memorandum
- CONSULTANT will address one set of consolidated comments on each deliverable and incorporate revisions into the Administrative Draft BPTP

Task 3 – Inventory Existing Facility Conditions

Task 3.1 – Bicycle Existing Conditions

- CONSULTANT will update the infrastructure inventory of existing bicycle conditions using Geographic Information System (GIS) data provided by the City of Palo Alto and partner agencies. The consultant will coordinate with City staff to identify the locations of in progress and completed projects and update the GIS database accordingly.
- CONSULTANT will compile available data, including data provided by the City, data freely accessible to the public through online data sources (e.g., U.S. Census, OpenStreetMap), and location-based services data that is accessible to the consultant (i.e., Replica), as well as Caltrans' StreetLight InSight data if available through their statewide StreetLight pilot project contract. The consultant will use these data to analyze the state of biking in the City of Palo Alto, including but not limited to information related to demographics, commuting and travel characteristics, counts/activity, existing and planned pedestrian and bicycle facilities, access to transit stations, presence and availability of bicycle parking, walk & roll routes to school, comfort, safety, barriers, and connectivity.
- CONSULTANT will conduct a Bike Parking Survey and collect an inventory of bicycle parking facilities in the city, including reporting on the type and amount of parking provided. The consultant will note whether the parking meets the Association of Pedestrian and Bicycle Professionals' (APBP) criteria for secure facility.

CONSULTANT will use their bicycle LTS-Lite tool to understand the level of bicycle traffic stress on the existing network and develop a customized level of traffic stress

analysis using available datasets. The customized LTS methodology will include criteria for establishing the score along roadway segments and intersection crossings for street and trail intersections located along a high-stress (LTS 3 or 4) facility. The consultant will compile a spatial database that includes data necessary to conduct the LTS analysis and where GIS data is not available, the consultant will customize the analysis by developing appropriate assumptions (e.g., extrapolate Average Daily Traffic values along street segments) to fill data gaps. CONSULTANT will prepare an analysis approach for review and approval prior to conducting the customized LTS analysis.

Task 3.2 – Pedestrian Existing Conditions

- CONSULTANT will update the inventory of existing pedestrian conditions identified in the 2012 BPTP. The existing data will be obtained from the City of Palo Alto and partner agencies to document existing pedestrian conditions, such as streets without sidewalks, alleys/lanes, multi-use paths and shared facilities, and major crossings.
- CONSULTANT will conduct spot checks of pedestrian facilities using the latest Google Earth satellite imagery.
- CONSULTANT will evaluate pedestrian comfort and connectivity and conduct an assessment of major barriers and impediments to pedestrian travel. The method will identify linear barriers and barriers near transit, including sidewalk gaps, missing curb ramps, crossings of major arterials/freeways, and presence of water bodies and rail lines that result in discontinuous routes and out of direction travel. CONSULTANT will utilize the collision analysis (Task 3.5) and demand/activity analysis (Task 3.6) in combination with the pedestrian barriers map (Task 3.2) to identify areas of focus. CONSULTANT will prepare an approach for review and approval prior to conducting the analysis.

CONSULTANT will work with City staff and PABAC to identify areas where existing sidewalk facilities are substandard and require modification to meet current standards and identify deficiencies in unique or major pedestrian facilities.

- CONSULTANT will review existing city crossings, sidewalk and curb ramp inventory data and prepare a GIS map illustrating the PQOS analysis, existing deficiencies and gaps, and results from the spot checks. The inventory of existing conditions will note major geographical and infrastructure barriers and will identify Americans with Disabilities Act (ADA) complaints relative to bicycle and pedestrian issues, as well as note the existing Walk & Roll routes to schools.
- CONSULTANT will compile available data and analyze the existing walking conditions in Palo Alto, including elements such as safety, comfort, facilities, barriers, and constraints.

Task 3.3 – Shared Micromobility Existing Conditions

- CONSULTANT will research, review, and report on new mobility technologies and services that focus on active transportation that exist or recently existed in the area and regional cities. This may include shared micromobility services such as e-bikes programs,

e-scooter programs, and other micro transportation services.

- CONSULTANT will focus on the risks, opportunities, and challenges associated with shared micromobility technologies and report on the growth and popularity of e-bikes since the 2012 BPTP Update and especially during the pandemic, as well as report on the concerns with e-bikes' higher speeds, how to provide appropriate space for each mode type, collisions with conventional bikes and pedestrians, and potential ways the City can encourage e-biking growth in a safer manner.

Task 3.4 – Bicycle and Pedestrian Programs Inventory

- CONSULTANT will work with Office of Transportation staff, Safe Routes to School Program staff, Palo Alto Police Department, Palo Alto Parent Teacher Association (PTA), Palo Alto Unified School District, Palo Alto Transportation Management Association, Stanford Research Park Go (SRPGo), and VTA to document existing bicycle and pedestrian programs and information, such as programs geared towards the general public, including the Bike Exchange and Gunn High School ReCycles programs.
- CONSULTANT will document and highlight the City's Safe Routes to School Program and the local Safe Routes to School City/PTA and PAUSD Partnership. The consultant will document the existing programs and activities via consultations with SRTS staff and partnership stakeholders and via review of program materials, website, data, evaluations, Walk and Roll Suggested Route Maps, and SRTS Recommendations Maps. The consultant will document the structure of the Partnership and the Five-Year planning process that shapes the program.

Task 3.5 – Collision and Safety Analysis

- CONSULTANT will review pedestrian and bicycle collision data compiled by Palo Alto, Santa Clara County, MTC, or California Highway Patrol (from the SWITRS, Crossroads, BAYVIZ, or TIMS databases). CONSULTANT will analyze the most recent available five years or another appropriate period given pandemic effects on transportation patterns. This will include a review of collision volume and location, including collisions near school sites, bike/ped collision trends (including information on collision types, location types, street types, time of day, demographics of parties involved, and common causes), and other safety factors. Information derived from this analysis will be used to identify specific locations for field review that require improvement, and possible enhancements in motorist, bicyclist, and pedestrian awareness and educational programs, including at key locations such as downtowns, near and at transit stations, employment sites, and schools.
- CONSULTANT will prepare separate thematic maps, as available data allows, illustrating bicycle and pedestrian collision history and shared micromobility collision history, where possible. This should include an identification of the high-injury network for each mode.
- CONSULTANT will use a GIS-based street network screening tool to calculate bicycle and pedestrian crash severity scores for every intersection and roadway segment in the city, consistent with safety performance measures from the AASHTO Highway Safety

Manual (HSM). The tool will be adapted to consider other useful performance measures based on available data, as well as specific characteristics of the street network (e.g., number of lanes, prevailing speed) to identify roadway characteristics associated with increased walking and biking crash risk (“crash risk factors”).

- CONSULTANT will integrate crash data and physical roadway characteristics into the network screening criteria to identify locations that have: 1) historically experienced pedestrian or bicycle collisions; and 2) similar characteristics that could contribute to future pedestrian or bicycle collisions for proactive treatment.
- CONSULTANT will use the network screening analysis to develop maps and infographics highlighting collision trends and profiles to identify high risk locations and corridors, enabling the City to implement countermeasures proactively in combination with addressing “hot spot” locations on an on-going basis.
- CONSULTANT will analyze the trends in crash factors associated with walking and biking crashes to determine key trends and associated goals and performance metrics for long-term tracking of safety improvement. For each trend and the highest-priority safety improvement locations, the safety analysis will recommend a preliminary toolbox of context-sensitive countermeasures to address walking and biking safety based on known quantitative safety benefits (e.g., eliminating conflicts between vehicles and people walking or biking, creating physical separation between vehicles and people walking or biking when speed management is not feasible, crossing improvements, bikeway facility improvements, etc.) that may be considered when developing the BPTP Update’s recommendations from a safety perspective.

Task 3.6 – Future Activity Levels and Benefits Analysis

- CONSULTANT will utilize available data, including location-based services data (e.g., StreetLight, Replica) to understand existing and potential future walking, biking, and rolling activity.
- CONSULTANT will develop a strategy for data collection that enables the city to estimate latent and future demand and forecast benefits of investments for grant applications and other purposes.
- CONSULTANT will evaluate available walking, biking, and shared mobility data relative to land use and transportation infrastructure to create an understanding of existing relationships.

CONSULTANT will consider potential transportation trends, such as the growth in e-bike use, proposed transportation improvements, and land use changes, including those proposed in the 2023-2031 Housing Element, to estimate expected changes in demand at the city level and for primary travel routes.

Task 3.7 – Field Review of Barriers, Constraints, and Site-Specific Hazards

- CONSULTANT will follow up with targeted field work to verify existing conditions and to analyze key barriers and gaps in the existing bicycle and pedestrian network.

- CONSULTANT will document significant barriers using a combination of base mapping, digital photography, site measurements and important safety characteristics/criteria to inform the prioritization for improvements.
- CONSULTANT will first conduct a large-scale desktop field review of existing conditions, considering things like bike facility type/width/condition, sidewalk presence, ADA treatments, driveway presence, and other elements which may impact user experience.
- CONSULTANT will pick representative areas to field verify to check data accuracy and to analyze key barriers and gaps in the existing bicycle and pedestrian network. City staff will be consulted on the representative areas prior to the field visit.
- CONSULTANT will invite City staff and stakeholders, such as PABAC members and City School Traffic Safety Committee (CSTSC) members, to come along and share their input and perspectives during the field visits.

Deliverables:

- Draft and Final Analysis Approach Memorandum documenting methodologies for the bicycle level of traffic stress, collision/safety analysis, pedestrian connectivity/barrier analysis, and activity/demand analysis.
- Draft Existing Conditions Technical Memorandum documenting the results from the above tasks, including inventory of existing infrastructure and programs, bicycle, pedestrian, and shared micromobility conditions, bicycle level of traffic stress, collision/safety and high injury network, pedestrian connectivity and barriers, and activity/demand.
- CONSULTANT will address one set of consolidated comments on the Existing Conditions Technical Memorandum and incorporate revisions into the Administrative Draft BPTP

Task 4 – Community Outreach

CONSULTANT will prepare the public meeting presentations, narrative for reports, display boards, maps, printed collateral, and other materials such as agendas, handouts, questionnaires, sign-in sheets, comment cards, and printed materials and other materials for the engagement meetings and activities identified in the following subtasks.

- CONSULTANT will provide the materials at least one week prior to the events for City review and input, and work with City staff on establishing earlier deadlines when materials are needed sooner, such as for City Council staff reports, promotion/marketing, or translation into up to three languages.

Task 4.1 – Community Engagement Focused City Staff Meetings

- CONSULTANT will conduct up to three (3) community engagement focused meetings with City staff to discuss project management strategies, review material, including deliverables, and prepare for PABAC, CSTSC, Planning and Transportation Commission, Rail Committee, and City Council meetings.

Task 4.2 – Internal Staff Working Group

- The City will create an Internal Staff Working Group represented by various departments from the City, including, but not limited to Public Works, Parks, Utilities, and the Police Department.
- CONSULTANT will facilitate up to three (3) virtual meetings up to 1.5 hours each, with the internal working group to build internal support for the project effort, get assistance in the review of key deliverables, and for them to provide their input, particularly on the recommendations of the prioritization criteria and the Draft Plan.

Task 4.3 – Pedestrian and Bicycle Advisory Committee (PABAC) and City School Traffic Safety Committee (CSTSC)

- CONSULTANT will attend three (3) in-person meetings of each of the PABAC and CSTSC. These meetings will facilitate structured input from these two groups at the following suggested key junctures in the project: 1) Visioning and Goal Setting; Review of Existing Bicycle and Pedestrian Policy and Program Documents; 2) Existing conditions analysis including the PQOS and BLTS analysis; 3) Project prioritization criteria and proposed project and program recommendations.

Task 4.4 – Rail Committee Meetings

- CONSULTANT will participate and take notes at three (3) in-person meetings with the Rail Committee. One meeting will be held during each phase of the community engagement: 1) Visioning; 2) Needs and Concerns; 3) Recommended Projects and Programs.

CONSULTANT will provide content and support preparation of staff report narratives, draft the PowerPoint presentation, and other materials as needed, prior to the meeting.

Task 4.5 – Planning and Transportation Commission Meetings

- CONSULTANT will participate and take notes at three (3) in-person meetings with the City Planning and Transportation Commission. One meeting will be held during each phase of the community engagement: 1) Visioning; 2) Needs and Concerns; 3) Recommended Projects and Programs.
- CONSULTANT will provide content and support preparation of staff report narratives, draft the PowerPoint presentation, and other materials as needed, prior to the meeting.

Task 4.6 – City Council Meetings

- CONSULTANT will participate three (3) in-person meetings and support City Staff in delivering presentations at City Council meetings. One meeting will be held during each phase of the community engagement: 1) Visioning; 2) Needs and Concerns; 3) Recommended Projects and Programs. These meetings will follow Planning and Transportation Commission meetings.
- CONSULTANT will help with the preparation of staff report narratives, PowerPoint presentation, and other materials as needed, prior to the meeting.

Task 4.7 – Neighborhood and Focus Group Meetings

- CONSULTANT will leverage their existing working relationship with advocacy and bicycling groups, such as the Silicon Valley Bicycle Coalition (SVBC), to help with the community engagement process.
- CONSULTANT will engage community partners to better understand the needs of priority groups. The consultant will set aside \$15,000 for stipends and incentives and propose a tiered collaboration structure to allow organizations to contribute to the extent practical while balancing other commitments. Community partners will provide a range of roles, including distributing materials, promoting events, hosting events, providing translation and note-taking, facilitating focus groups, and reviewing material for the inclusion in the BPTP Update.
- CONSULTANT will host four (4) neighborhood meetings jointly organized by the consultant team and advocacy groups. The consultant will attempt to host a meeting at each quadrant found in the 2012 BPTP (see 2012 BPTP, Figure 6-5: City Quadrants for Sub-Area Analysis).
- CONSULTANT will prepare meeting materials including PowerPoint and poster presentations, meeting format and agenda, and a subsequent meeting summary.
- CONSULTANT will provide staff to help facilitate the meeting and attendees.

Task 4.8 – Street-level Engagement

- CONSULTANT will conduct four (4) street level engagement events at various locations, to be selected with recommendations from City staff. These events will include tabling to introduce the project and seek input on community needs and recommendations at key locations such as farmer’s markets, City fairs, community events, and pop-ups during peak lunch, dinner, and drop-off/pick-up hours on site (downtown, California Ave., middle and high schools).
- CONSULTANT is responsible for staffing the street-level engagement and may receive assistance from City staff.

Task 4.9 – Community Meetings

- CONSULTANT will conduct two (2) community meetings.
- CONSULTANT will prepare meeting materials including PowerPoint and poster presentations, meeting format and agenda, and a subsequent meeting summary.

CONSULTANT will conduct live polls, host interactive mapping activity, and/or identify engaging conversation topics to make these meetings interactive for attendees.

CONSULTANT will provide adequate staffing levels to facilitate the meeting and attendees.

Task 4.10 – Multi-day Collaborative Work Session

- CONSULTANT will conduct two (2) multi-day collaborative working sessions that will

include a combination of meetings and street level engagement identified in above tasks as well as activities that will be targeted specifically for the multi-day work session. During the multi-day work session, activities that correspond to tasks 4.1 to 4.9 will be billed to those subtasks and other activities, such as walk and/or bicycle tours with local staff and stakeholders, a design charrette(s), the STAR analysis, and street level engagement or neighborhood and focus group meeting that occur in addition to the four identified in task 4.7 and 4.8, will be billed under this task.

Task 4.11 – Public Involvement Tools

- CONSULTANT will utilize the following tools to conduct the outreach events and garner participation from diverse community members:
 - Flyers, Fact Sheets, Social Media Posts, and News Releases: the consultant will prepare flyers, fact sheets, social media posts and news releases at least two weeks advance of the events to promote the outreach events. The consultant will coordinate with the City staff to publicize the events on City’s social media channels.
 - Project Logo and Branding Materials: the consultant will develop a project logo and branding materials (color scheme, fonts, etc.) for the BPTP Update to be used in all marketing and social media material, presentations, and on the project website. The consultant will present three concept logos to City staff before finalizing the logo. The project logo will be designed to reflect the community of Palo Alto and the purpose of the BPTP Update.
 - Project Website: the consultant will develop an interactive project website to provide an online resource and input opportunity for interested parties (residents, employees, visitors and so on). The site will include project background documents and materials, meeting notices, agendas and minutes, links to related sites, and an opportunity for people to provide comments through an interactive web map. The consultant will include the following elements on the website, at a minimum: project overview, project updates, documents, feedback (including hosting a survey and interactive map for the public to report their safety concerns and inform overall bicycle needs and concerns and location-specific feedback), contact, and a subscribe option. The website will remain live throughout the BPTP Update process and for at least 12 months after adoption, and public comment will be summarized and addressed through the plan development.

Deliverables:

- Outreach materials, digital and print (Draft and Final)
- Project logo, website, webpage content and interactive map
- Event agendas, sign-in sheets, and summary notes
- Attendance and participation at:
 - Community engagement focused staff meetings (3)
 - Internal Staff Working Group Meetings (3)
 - PABAC & CSTSC Meetings (6)
 - Planning & Transportation Commission Meetings (3)
 - Rail Committee Meetings (3)
 - City Council Meetings (3)
 - Neighborhood and Focus Group Meetings (4)
 - Street Level Engagement (4)

- Community Meetings (2)
- Multi-Day Collaborative Work Sessions (2)

Task 5 – Bicycle and Pedestrian Network Enhancements

Task 5.1 – Identify Key Goals and Policies

CONSULTANT will use the findings from Task 2.3 – Goals, Objectives, and Performance Measures to identify and document key themes, goals, and policies to be used as a guide for the development of network and project criteria.

Task 5.2 – Identify Network Corridor Criteria

- CONSULTANT will develop network corridor criteria focusing on existing corridor conditions such as proximity to transit station, connection to major destinations, and presence on the high-injury network.

Task 5.3 – Project Identification and Prioritization Criteria

- CONSULTANT will write a memo outlining which type of facility requires what kind of treatment to be classified as a triple-A cycleway.
- CONSULTANT will develop a scoring system based on the goals and objectives of the BPTP Update, generally consisting of similar themes identified during the development of performance measures like connectivity, equity, mobility, safety, public health, and environment; and meeting the direction set by the community and City Council.
- CONSULTANT will ensure that project prioritization builds upon the Network Corridor Criteria and include project-based factors such as cost effectiveness and funding opportunities.

CONSULTANT will share the Network Criteria and Project Prioritization Criteria during the engagement events for the community and key stakeholders to provide their input and to help further shape and refine the criteria.

- CONSULTANT will incorporate a single set of consolidated comments for incorporation in the draft plan.
- CONSULTANT will use the outcomes from the STAR Analysis to verify, modify, remove, and create new recommendations that are reinforced by verified and accurate data, and reflect recommendations of other adopted plans and the community.

Task 5.4 – Recommended Policies and Best Practices

- CONSULTANT will develop a set of recommended policies and best practices supportive of an enhanced bicycling and pedestrian friendly environment.
- CONSULTANT will incorporate a review and objective evaluation of design best practices for bicycle and pedestrian facilities. The best practices will include specific technologies including but not limited to detection at signalized intersections, dedicated bicycle signals, leading pedestrian intervals, pedestrian crossing signals, etc.; and in

addition to technologies, it will also include best practices around roadway and bikeway design.

CONSULTANT will recommend the development of a Vision Zero policy (based on the Comp Plan Policy T-6.2 stating the goal of zero severe injuries and roadway fatalities), integrating a Safe System approach, aligning with new State and Federal policies and recent grant opportunities, outlining the program needs and resources required to develop and manage such a program.

- CONSULTANT will include best practices and policies to ensure the City can be an active transportation model for its citizens by incorporating an awareness of and inclusion of biking and walking into the City's operations, such as traffic control guidelines, employee driver safety training, employee commute encouragement programs, incorporation of a variety of bicycle types into the City vehicle fleet, and education and encouragement programs for employees to use bicycles.

Task 5.5 – Bikeway System Development + Bikeway Project Evaluation

- CONSULTANT will develop a bikeway system designed to move Palo Alto from its status as a Gold Level Bicycle Friendly Community to a Platinum Bicycle Friendly Community as designated by the League of American Bicyclists (LAB).
- CONSULTANT will assist the City in updating responses and responding to new criteria established in the LAB's most current application. Key steps to Platinum will be expanded to consider new criteria that emphasize equity and accessibility.

CONSULTANT will utilize outcomes from the STAR Analysis conducted in Task 4 and create a conceptual key bicycle corridor network based on existing desired lines. The consultant will ensure that implementing this network design method allows stakeholders a hands-on approach, through several steps and exercises, to explore key factors including local routes, travel behaviors, and infrastructure gaps. These steps include but are not limited to: defining origins and destinations; developing the star patterns; and, bundling and optimizing the routes.

- CONSULTANT will conduct high-level project specific analysis to compare various facilities and evaluate a selection of key corridors in detail. Per Council direction and in the context of grade separation and rail crossings, the development of the proposed bikeway network will include: Consideration of the merits of Seale Avenue versus Kellogg Avenue for crossing the Caltrain corridor; Consideration of bike improvements on the north side of Embarcadero Road; Evaluation of a S. Palo Alto bike/ped crossing in the vicinity of Adobe Creek consistent with the 2013 Rail Corridor Study; Consideration of the grade crossing plans at the proposed Meadow Drive and Charleston Road Caltrain Crossings. The project specific analysis will include a review of proposed alignments and concept alternatives.
- CONSULTANT will develop a map depicting Palo Alto's existing and recommended bikeway network and supporting features and amenities. The network will be classified by Caltrans' facility types (shared use paths, bike lanes, bike routes and bike boulevards,

and separated bikeways).

CONSULTANT will review the City Sustainability and Climate Action Plan (S/CAP) mobility recommendations to ensure there is an alignment of projects and programs between the BPTP Update and the S/CAP planning efforts. CONSULTANT will map existing and proposed facilities in adjacent jurisdictions and overlay regional priority networks including VTA's Cross County Bicycle Corridors and MTC's Regional Bikeway Network.

- CONSULTANT will upload the draft map onto the project website for community to review and provide feedback.

Task 5.6 – Pedestrian Guidelines

- CONSULTANT will define representative pedestrian districts with City Staff, PABAC, CSTSC and community input.
- CONSULTANT will identify and map pedestrian district areas and improvement zones, which may be defined as prototype corridors, locations (such as intersections), or districts (such as Downtown or Neighborhood improvement projects). Typical pedestrian district types include: Downtown Palo Alto; Commercial/Corridor Area; Neighborhood Area; School Zones
- CONSULTANT will develop a design guideline for each pedestrian district, incorporating a range of pedestrian infrastructure improvements and pedestrian environment enhancements.
- CONSULTANT will develop specific infrastructure and amenities to improve and enhance the representative pedestrian environments in Palo Alto. Recommendations will be based on the findings from the existing conditions analysis and PQOS analysis, and may include, but are not limited to the following sidewalk improvement projects and intersection enhancements: Sidewalk gap closures; New sidewalks; New crosswalks; Enhanced crosswalks; Refuge islands; Accessible signals; Improved signage or pavement markings; Curb extensions; Pedestrian attractors; HAWK Beacons and RRFBs; Countdown signals; Changes to sidewalk widths, zones, and amenities; ADA curb ramps standards; Pedestrian and bikeway wayfinding; and In-pavement flashing markers.

Task 5.7 – Project List and Cost Estimates

- CONSULTANT will rank the recommended bicycle improvements according to the scoring criteria developed.
- CONSULTANT will provide the draft project ranking for review by City staff, at a minimum for incorporation into the Draft plan.
- CONSULTANT will develop planning-level cost estimates and create a sketch-planning cost-estimating tool for recommended projects, using a combination of current data and information (e.g., unit cost information based on actual project bid documents) and references (e.g., Caltrans). This approach and methodology would be refined with City

staff. The cost information will be used as an input in the prioritization process.

CONSULTANT will provide unit cost data in a table format for key pedestrian infrastructure items and amenities identified as priorities for the pedestrian districts and associated guidelines under Task 5.6 (Pedestrian Guidelines).

Task 5.8 – Support Facility Recommendations

CONSULTANT will develop recommendations for bicycle support facilities. Support facilities for active transportation may include, but are not limited to: signal detection, dedicated signals and signal timing & detection, lighting, wayfinding signing and stencils, bicycle racks and lockers, bike racks on buses, bicycle “fix-it” stations and maintenance, shower facilities, staging areas at trailheads, and educational/road safety facilities such as “traffic gardens” at local parks, schools, and other areas, and classify support facility types, whenever possible.

- CONSULTANT will recommend actions such as improved access to transit, bike racks on buses, bike storage areas in parking lots, and recommended designs for bike racks and lockers.

Task 5.9 – Education, Encouragement, and Outreach Programs

- CONSULTANT will recommend changes to improve citywide bicycle education, encouragement, engagement, and public outreach efforts to align the plan with Platinum Bicycle Friendly Community Status and the City’s Sustainability/Climate Action goals.
- CONSULTANT will supplement information gathered in the background document review (Task 2.2, Literature Review) with inputs from CSTSC and PABAC and a review of regional and national best practices with respect to bicycle and pedestrian planning, education and encouragement campaigns, and codes and ordinances.
- CONSULTANT will include information on best practices around education, encouragement, and enforcement programs and policies with a demonstrated correlation with mode shift and safety.
- CONSULTANT will benchmark the City’s existing policies and programs against regional and national best practices, informing recommendations on non-infrastructure programs, policies, and practices to implement to support walking and biking.
- CONSULTANT will work with the City staff to identify recommendations to improve enforcement and collision reporting practices.
- CONSULTANT will aggregate input from relevant stakeholders aimed at enhancing, strengthening, and sustaining the Safe Routes education, encouragement, engagement, evaluation and equity programs, policies, and processes.
- CONSULTANT will prepare Safe Routes to School project and program recommendations to be included in the BPTP Update. In addition, the consultant will conduct a national search to identify up to 5 web-based/mobile applications that could be

used as a platform for Walk & Roll Suggested Route maps.

- CONSULTANT will conduct an evaluation of the existing role and structure of PABAC and propose changes that further efficiency and increase effectiveness, such as changes to committee structure, governance, role, and options for potential restructuring.

Deliverables

- Final Goals, Policies, and Performance Measures Technical Memorandum
- Draft and Final Prioritization Framework Technical Memorandum
- Draft Bikeway Network Map
- Draft Project, Policy, and Program Recommendations Technical Memorandum
- Draft Project List and Cost Estimates
- Draft Pedestrian District Guidelines
- CONSULTANT will address one set of consolidated comments on each draft deliverable and incorporate revisions into the Administrative Draft BPTP

Task 6 – Implementation and Funding Strategies

Task 6.1 – Implementation Phasing of Recommended Projects

- CONSULTANT will rank and phase the project using the prioritization process.
- CONSULTANT will prepare a discussion of financial constraints and implementation challenges such as completion of environmental review, project construction, and retrofitting infrastructure.

Task 6.2 – Potential Funding Sources and Opportunities

- CONSULTANT will create a competitive grant and funding strategy and framework to help the city assess, prioritize, and select recommended projects and programs for grant applications.
- CONSULTANT will work with City staff to identify local funding mechanisms and applicability to specific projects such as site-specific development agreements and mitigations, and other applicable impact fees in place in Palo Alto.
- CONSULTANT will identify regional, state, and federal grant funding opportunities and sources that Palo Alto can use to implement the BPTP Update.

Deliverables:

- Draft Implementation and Funding Strategies Technical Memorandum
- CONSULTANT will address one set of consolidated comments on the draft deliverable and incorporate revisions into the Administrative Draft BPTP

Task 7 – Bicycle and Pedestrian Plan Document

Task 7.1 – Administrative Review Draft Bicycle and Pedestrian Plan Update

- CONSULTANT will prepare an Administrative Review Draft of the BPTP Update

composed of tasks and deliverables completed up to this point. The consultant understands that this plan update will be utilized by the City to apply for grant funds, such as BTA, TDA and others.

- CONSULTANT will develop an executive summary overview of each section, and a technical appendix primarily comprised of technical memoranda from the Plan development tasks in order to keep the BPTP Update document focused and brief.
- CONSULTANT will submit an electronic copy of the Administrative Review Draft Plan to City staff.
- CONSULTANT will revise the Administrative Review Draft based on the single set of consolidated, internally consistent comments and produce a Public Review Draft of the Bicycle and Pedestrian Transportation Plan Update document.

Task 7.2 – Public Review Draft Bicycle and Pedestrian Plan Update

- CONSULTANT will prepare and submit one electronic copy, up to six (6) bound hard copies and one (1) unbound hard copy of the Public Review Draft Bicycle and Pedestrian Transportation Update for review by City staff, the PABAC, CSTSC, the Planning and Transportation Commission, City Council, and the public.
- CONSULTANT will make the Public Review Draft document available for review on the project website (one complete copy as well as broken up by chapters; and displayed using embedded software such as Issuu, for easy reading).
- CONSULTANT will be responsible for developing and facilitating a process for collecting and consolidating public feedback on the Public Review Draft, including making the ability to provide comments on the draft document on the project website.
- CONSULTANT will provide assistance with soliciting public comment (e.g., through communications material) and processing public comments.
- CONSULTANT will revise the Public Review Draft Plan based comments received and produce the Final Bicycle and Pedestrian Transportation Plan Update document.

Task 7.3 – Final Bicycle and Pedestrian Plan Update Document

- CONSULTANT will make revisions and prepare the final version of the Plan Update document to be presented to elected officials and to be made available to the public.
- CONSULTANT will provide up to six hard copies of the Final Plan Update document, including one unbound reproducible copy; an electronic copy (Word, text files, and PDF), and all related electronic files (graphics, excel files and GIS shapefiles), including ArcGIS online folders and files, as well as make the Final Plan Update available on the project website (one complete copy as well as broken up by chapters; and displayed using embedded software such as Issuu, for easy reading).
- CONSULTANT will host a citywide event after Plan adoption to celebrate the efforts of

the community, stakeholders, City, and agency partners. The event will be set up to involve local businesses and community volunteers. Celebratory material will be supplemented by educational efforts, so attendees can see what they helped to create and understand how they can help implement the BPTP Update Plan.

Deliverables:

- Administrative Review Draft Bicycle and Pedestrian Transportation Plan Update document, including Letter from the Mayor or City Manager; Executive Summary; information on accomplishments and progress since the 2012 BPTP; and links to access sections of interest. Document will be shared as digital files (Word and PDF)
- Draft Bicycle and Pedestrian Transportation Plan Update document, including digital files (Word and PDF), six (6) bound hard copies, and one (1) unbound hard copy
- Final Bicycle and Pedestrian Transportation Plan Update document, including digital files (Word and PDF), all related graphics, excel, and GIS electronic shape files, six (6) bound hard copies and one (1) unbound hard copy

Task 8 – Project Management and Oversight

- CONSULTANT and City staff are responsible for the project management activities required to efficiently and effectively deliver the BPTP Update document.
- CONSULTANT will conduct:
 - Regular check-in meetings: CONSULTANT will prepare for and conduct monthly (at least 18) project status and coordination calls with the City’s project management team. We anticipate these meetings to be held using Microsoft Teams or a similar videoconference platform.
 - Ad-hoc check-in meetings: CONSULTANT will prepare for and conduct at least six (6) additional project check-in meetings (three in-person and three videoconference) at key milestones. Other than status updates, the meetings will also be to coordinate across tasks, identify critical path items, and to discuss project schedule, budget, and administration issues.
 - Monthly progress reports: CONSULTANT will provide City staff with monthly progress reports outlining the task completed in the previous month and tasks anticipated in the upcoming month. This report will include schedule and budget updates.
 - Interactive schedule and real-time budget updates: consultant will maintain an up-to-date interactive schedule enabling all team members to view task progress and stay apprised of review periods and timelines.
- CONSULTANT will provide real-time budget updates at any point during the project, using the Deltek Vision budget and reporting software.
- CONSULTANT will use a Smartsheet schedule, or a similar tracking software or approach, to facilitate real-time schedule sharing and collaboration. The consultant will allow or the Smartsheet schedule to be viewed, downloaded, commented on, and edited by anyone with the link (no login required).

CONSULTANT will conduct QA/QC of all deliverables before submitting to the City. The consultant will follow the following three basic quality assurance/quality control (QA/QC) steps: Task Lead will conduct a quality review of deliverables and any changes are sent back for revisions until it is acceptable for submittal to the Project Manager; the Project Manager will conduct a quality review following the same process as the Task Lead, and once acceptable, submit the document to the QA/QC manager for final review; the Quality Manager will conduct the final review following the Project Manager and Task Lead, and once the document is acceptable, submit it to the City for review.

- CONSULTANT project management team will work directly with the consultant task leaders to ensure the scope, schedule and budget are adhered to and that products meet and/or exceed expectations.
- CONSULTANT will not invoice the city for time and resources used to train new or existing consultant staff.

Deliverables:

- Regular check-in meetings/calls, 21 check-in calls and 3 in-person meetings
- Monthly progress reports including task activities and budget status
- Regular schedule updates.

**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): _____

I hereby authorize the performance of the work described in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME: _____

BY: _____
Name _____
Title _____
Date _____

BY: _____
Name _____
Title _____
Date _____

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. Prepare Detailed Work Plan and Strategy	6 days
2. Review Policy and Program Documents	30 days
3. Inventory Existing Facility Conditions	140 days
4. Community Outreach	375 days
5. Bicycle and Pedestrian Network Enhancements	125 days
6. Implementation and Funding Strategy	35 days
7. Bicycle and Pedestrian Plan Document	180 days
8. Project Management and Oversight	80 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 (Prepare Detailed Work Plan and Strategy)	\$3,590.00
Task 2 (Review Policy and Program Documents)	\$9,130.00
Task 3 (Inventory Existing Facility Conditions)	\$34,655.00
Task 4 (Community Outreach)	\$90,360.00
Task 5 (Bicycle and Pedestrian Network Enhancements)	\$71,185.00
Task 6 (Implementation and Funding Strategies)	\$3,760.00
Task 7 (Bicycle and Pedestrian Plan Document)	\$51,300.00
Task 8 (Project Management and Oversight)	\$12,515.50
Sub-total for Services	\$276,495.50
Reimbursable Expenses (if any)	\$29,800.00
Total for Services and Reimbursable Expenses	\$306,295.50
Additional Services (if any, per Section 4)	\$27,649.55
Maximum Total Compensation (w/ 10% Contingency)	\$333,945.05

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: up to the not-to-exceed amount of: **\$29,800.00**

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

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

**EXHIBIT C-1
SCHEDULE OF RATES**

CONSULTANT's schedule of rates is as follows:

**KITTELSON & ASSOCIATES, INC.
BILLING RATE SCHEDULE**

Effective July 1, 2022

The current billing rates for Kittelson & Associates, Inc., staff are as follows:
Any billing rate adjustments require approval by the City.

Staff	Billing Rate
Principal / Senior Principal	\$255 - \$345
<i>Hermanus Steyn</i>	\$330
<i>Laurence Lewis</i>	\$330
Associate Engineer/Planner	\$220 - \$250
<i>Amanda Leahy</i>	\$240
Senior Engineer/Planner	\$190 - \$210
<i>Michael Sahimi</i>	\$205
<i>Chris Romano</i>	\$205
<i>Mike Alston</i>	\$205
Engineer/Planner	\$170 - \$190
<i>Grace Carsky</i>	\$175
<i>Dhawal Kataria</i>	\$175
Transportation Analyst	\$150 - \$165
Principal Data Scientist/Developer	\$245 - \$330
Senior Data Scientist/Developer	\$200 - \$240
Data Scientist/Developer	\$170 - \$200
Data Analyst/Software Developer	\$130 - \$165
Software Technician	\$100 - \$125
Associate Technician	\$180 - \$200
Senior Technician	\$160 - \$180
Technician II	\$140 - \$155
<i>Jennifer Marks</i>	\$145
<i>Katie Ayer</i>	\$145
Technician I	\$120 - \$135
Office Support	\$90 - \$110

Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultant (Mobycon)	Actual Costs

Mobycon Rate Sheet

The following is a summary of Mobycon's rate schedule for 2023. All costs indicated are in USD, with a range dependent on project scope, deliverables, and expertise of relevant staff.

Staff Level	Project Personnel (if applicable)	Rate Scale
Principal		220
Senior	Lennart Nout	180
Intermediate	Emily Thomason	160
Junior	Eric Post	130
Project Administration		100

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. GENERAL LIABILITY MUST INCLUDE A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE ASSUMED UNDER AN INSURED AGREEMENT..

II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS:

A. PRIMARY COVERAGE

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

B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

