



**CITY OF PALO ALTO  
CITY COUNCIL  
Special Meeting  
Monday, March 04, 2024  
Council Chambers & Hybrid  
5:30 PM**

<b>Agenda Item</b>
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5. Approval of Professional Services Contract Number C24189371 with Kimley Horn and Associates in an Amount Not to Exceed \$178,559 for the Quiet Zone Study Services for railroad crossings at Churchill Avenue, Meadow Drive, and Charleston Road for a term ending December 31, 2025; CEQA – not a project.



## City Council Staff Report

**From: City Manager**

**Report Type: CONSENT CALENDAR**

**Lead Department: Transportation**

**Meeting Date: March 4, 2024**

Report #:2311-2269

### **TITLE**

Approval of Professional Services Contract Number C24189371 with Kimley Horn and Associates in an Amount Not to Exceed \$178,559 for the Quiet Zone Study Services for railroad crossings at Churchill Avenue, Meadow Drive, and Charleston Road for a term ending December 31, 2025; CEQA – not a project.

### **RECOMMENDATION**

Staff recommends the Council approve and authorize the City Manager or designee to execute Contract No. C24189371 (Attachment A), with Kimley Horn and Associates, to perform the Quiet Zone Study Services for the total amount not-to-exceed of \$178,559 which includes \$162,359 for basic services and \$16,200 as a contingency for additional services.

### **EXECUTIVE SUMMARY**

Over time, the city has received numerous community concerns about train noise along the Caltrain Corridor. In 2022, the City of Palo Alto, in collaboration with the City of Menlo Park, conducted a Quiet Zone study for Palo Alto Avenue crossing. The City Council approved the conceptual plan for proposed improvements at Palo Alto Avenue on June 12, 2023. Currently, Staff is in the process of developing the final design of improvements required for the implementation of the Quiet Zone at Palo Alto Avenue crossing.

As the subsequent phase of the study, the Office of Transportation staff is now progressing with a Quiet Zone Study at the other three crossings namely, Churchill Avenue, Meadow Drive, and Charleston Road. The Quiet Zone will serve as an interim measure until Grade Separation Projects are constructed at these crossings. This staff report provides the findings of the City's procurement efforts to secure the services of a consultant and seek approval for the award of the Consultant Contract to perform a Study. Staff recommends that the Council authorize the City Manager to execute the contract with Kimley Horn and Associates for performing a Quiet Zone Study which also includes the scope of providing recommendations for improvements necessary at these three crossings to implement Quiet Zone(s) in Palo Alto.

## **BACKGROUND**

Federal regulation requires that locomotive horns begin sounding 15–20 seconds before entering public rail grade crossings, no more than one-quarter mile in advance. These horns produce sounds from 96 to 110 decibels for at-grade crossings. The sound noise affects the quality of life of the Palo Alto residents in the vicinity of the railroad crossings and causes significant noise pollution.

Local agencies, however, can implement Quiet Zones where railroads have been directed to cease the routine of sounding their horns when approaching public highway-rail grade crossings. Train horns may still be used in emergencies or to comply with other Federal regulations or railroad operating rules. The Federal Railroad Administration (FRA) Title 49 regulations provide the opportunity for localities nationwide to mitigate the effects of train horn noise by establishing Quiet Zones. The regulations require a quiet zone study to review the Quiet Zone Risk Index (QZRI) qualifying for quiet zone or Supplemental Safety Measures (SSM) at each crossing. Based on the study, the crossings need to be upgraded to be safer without horns than they are in the current state with horns before proceeding with quiet zones.

The City of Palo Alto (City) has received several requests for consideration of Quiet Zone at crossings across the Caltrain Corridor. As the first phase of this project, in early 2022, City of Palo Alto staff, in coordination with the City of Menlo Park conducted a Quiet Zone study that included consideration of a quiet zone at the Palo Alto Avenue/Alma Street crossing. The study was completed with the assistance of the consultant procured through the City of Menlo Park. The Office of Transportation staff is now working toward designing the required improvements for the implementation of Quiet Zone at Palo Alto Avenue Crossing. The conceptual plan for the proposed improvements at Palo Alto Avenue crossing was approved by the City Council on June 19, 2023 ([Staff Report 2305-1414](#))<sup>1</sup>

The city has received continued interest from the community for quiet zones at other crossings of Churchill Avenue, Meadow Drive, and Charleston Road along the Caltrain Corridor. The residents are concerned about the volumes, frequency, duration, and time frame of train horns in Palo Alto. Even though the city is considering the Grade Separation at these locations, these large infrastructure projects are highly complex, and generally take a long time to fully construct such facilities. As a result, the Council and Rail Committee had indicated interest in considering quiet zone study at all crossings in Palo Alto. Therefore, this parallel effort has been initiated to review these existing grade crossings for the consideration of quiet zone(s).

## **ANALYSIS**

The Office of Transportation in coordination with the City's procurement staff requested proposals from qualified engineering consultants to conduct a study for implementing Quiet Zone(s) at the three crossings of Churchill Avenue, Meadow Drive, and Charleston Road. The project scope will include conducting outreach and community feedback in preparing recommendations and conceptual plans for implementation of Quiet Zone(s).

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<sup>1</sup> <https://cityofpaloalto.primegov.com/meeting/document/2145.pdf?name=Item%208%20Staff%20Report>

### Solicitation Process

A request for proposals (RFP) for the project was posted on October 10, 2023, on OpenGov, the City's eProcurement platform. The solicitation period was open for 30 days and only one (1) proposal was received. The solicitation closed on November 9, 2023.

Summary of Request for Proposal	
Proposal Description	Quiet Zone Study RFP No. 189371
<i>Proposed Length of Project</i>	12 months
<i>Number of Proposal Packages Downloaded</i>	17
<i>Total Days to Respond to Proposal</i>	30
<i>Pre-Proposal Meeting</i>	No
<i>Pre-Proposal Meeting Date</i>	NA
<i>Number of Proposals Received</i>	1
<i>Proposal Price Range</i>	\$162,359
<i>Public Link to Solicitation</i>	<a href="https://procurement.opengov.com/portal/palo-alto-ca/projects/62941">https://procurement.opengov.com/portal/palo-alto-ca/projects/62941</a>

Staff believes that due to the highly competitive environment and the specialized nature of the study, which requires experience with operating railroads, and working with Federal and State agencies; there are limited consultants available in the market to perform such studies. Additionally, staff reached out to the potential proposers for feedback; some expressed that due to existing proposal commitments and scheduling constraints, they were unable to submit a proposal for this project and they only propose if they know that their service can deliver and meet the high standards of quality at City of Palo Alto. Consequently, staff believes that the city received a limited number of bids for this Request for Proposal.

The proposals were evaluated and determined to be responsive to the criteria identified in the RFP. Kimley Horn and Associates was selected because of the quality and effectiveness of their services, the experience of their field staff, prior record of performance with the city, and their ability to provide future services. Additionally, Kimley Horn is the consultant working on the Palo Avenue Quiet Zone Project and other crossings in Menlo Park, therefore it will provide continuity to the project. This contract is on the City's professional services template, which permits the City to terminate without cause/for convenience by providing written notice to the consultant

### **FISCAL/RESOURCE IMPACT**

Funding of \$178,559 is available in the FY 2024 Adopted Capital Budget in the Transportation and Parking Improvements project (PL-12000).

**STAKEHOLDER ENGAGEMENT**

The project scope includes outreach to the community and various committees involved with transportation-related issues.

**ENVIRONMENTAL REVIEW**

Conduct a Quiet Zone Study is not a project under the California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. Any future capital improvements recommended through the study will be subject to CEQA Review at the time of approval.

**ATTACHMENTS**

Attachment A: Kimley Horn and Associates Contract No. C24189371

**APPROVED BY:**

Philip Kamhi, Chief Transportation Official

**CITY OF PALO ALTO CONTRACT NO. C24189371**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN THE CITY OF PALO ALTO AND KIMLEY-HORN AND ASSOCIATES,  
INC.**

This Agreement for Professional Services (this “Agreement”) is entered into as of the 26<sup>th</sup> day of February, 2024 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation, located at 421 Fayetteville Street Suite 600, Raleigh, NC 27601 (“CONSULTANT”).

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

**RECITALS**

A. CITY intends to implement Quiet Zones at the three crossings of Churchill Avenue, Meadow Drive, and Charleston Road along Caltrain corridor (the “Project”) and desires to engage a consultant to provide professional assistance in conducting Quiet Zone Study in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY, in reliance on these representations, desires to engage CONSULTANT to provide the Services as more fully described in Exhibit A, entitled “SCOPE OF SERVICES”.

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

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

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

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

Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for on-call Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

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

## **SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through December 31, 2025 unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit B, entitled "SCHEDULE OF PERFORMANCE". Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **One Hundred Sixty-Two Thousand Three Hundred Fifty-Nine Dollars (\$162,359)**. 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 **Sixteen Thousand Two Hundred Dollars (\$16,200)** 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 **One Hundred Seventy-Eight Thousand Five Hundred Fifty-Nine Dollars (\$178,559)**, 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 A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

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

Traffic Data Service

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 as Peter Meyerhofer Email: [Peter.Meyerhofer@kimley-horn.com](mailto:Peter.Meyerhofer@kimley-horn.com) 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 Ripon Bhatia, Office of Transportation Department, , 250 Hamilton Avenue Palo Alto, CA, zipcode: 94301, Telephone: (650) 329-2520. CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the

suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services.

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

**SECTION 16. INDEMNITY.**

☒ 16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") to the extent that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. CITY will reimburse CONSULTANT for the proportionate percentage of defense costs exceeding CONSULTANT's proportionate percentage of fault as determined by the final judgment of a court of competent jurisdiction.

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

16.3. The acceptance of CONSULTANT's Services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in

full force and effect during the term of this Agreement, the insurance coverage described in Exhibit D, entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

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

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

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

## **SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

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

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

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the notice of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services provided in material conformity with this Agreement as such determination is made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement, unless made in accordance with Section 17 (Waivers).

## **SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY:                      Office of the City Clerk  
                                    City of Palo Alto  
                                    Post Office Box 10250  
                                    Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the Project Manager at the address of  
CONSULTANT recited on the first page of this Agreement.

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

## **SECTION 21. CONFLICT OF INTEREST.**

21.1. In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subcontractors or other persons or parties having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a "Consultant" as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the

Political Reform Act of 1974, as amended from time to time.

## **SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.**

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

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

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, hereby incorporated by reference and as amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include, first, minimizing and reducing waste; second, reusing waste; and, third, recycling or composting waste. In particular, CONSULTANT shall comply with the following Zero Waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Department's office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.** CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as amended from time to time. In particular, for any employee

otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code Section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code Section 4.62.060.

**SECTION 25. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS.**

☒ 26.1. **This Project is not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

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

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

☒ **This Project is not a 9204 Public Works Project.**

**SECTION 28. CONFIDENTIAL INFORMATION.**

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY’s Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its

employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT's obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. "Confidential Information" means all data, information (including without limitation "Personal Information" about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT's possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

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

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

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

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

## **SECTION 29. MISCELLANEOUS PROVISIONS.**

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

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



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

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

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

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

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

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

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

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

- ☐ EXHIBIT A: SCOPE OF SERVICES
- ☐ EXHIBIT A-1 PROFESSIONAL SERVICES TASK ORDER
- ☐ EXHIBIT B: SCHEDULE OF PERFORMANCE
- ☐ EXHIBIT C: COMPENSATION
- ☐ EXHIBIT C-1: SCHEDULE OF RATES
- ☐ EXHIBIT D: INSURANCE REQUIREMENTS

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

**CONTRACT No. C24189371 SIGNATURE PAGE**

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

**CITY OF PALO ALTO**

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee

**KIMLEY-HORN AND ASSOCIATES,  
INC.**

**Officer 1**

By:

DocuSigned by:

*Peter Meyerhofer*  
0845CB4EB84A435...

Name: Peter Meyerhofer

Title: Vice President

## **EXHIBIT A SCOPE OF SERVICES**

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

### **Statement of Purpose:**

The Consultant provides the professional services to the City of Palo Alto for implementing Quiet Zone(s) along the Caltrain Corridor in Palo Alto. In order to provide these services, the consultant shall gather all information and relevant factors that may be appropriate in determining the necessary modifications to meet any and all requirements for creating a quiet zone. The project includes the following three crossings:

- Churchill Avenue,
- Meadow Drive
- Charleston Road

### **Background Information:**

The City has received concerns from residents about the volumes, frequency, duration, and time frame of train horns in Palo Alto. Therefore, City is considering establishing quiet zone at the railroad crossings along the Caltrain corridor.

The City of Palo Alto currently has four at-grade crossings along the Caltrain rail corridor and has a long-term plan to provide grade separations at these crossings. However, City is considering quiet zones for interim conditions. These crossings generally serve as major thorough ways. Brief description about these crossings are as follows:

Churchill Avenue: This crossing is in close proximity to Palo Alto High School and serves as a major school corridor. Churchill Avenue also serves as a connection to Stanford Center. The corridor is highly used by bicyclists and serves a major pedestrian and bicycle use. In addition, City is also currently in process of implementing safety improvements at this crossing that include pre-signal and provisions for bicycle and pedestrian crossings along Churchill Avenue.

Meadow Drive: This crossing also serves elementary, middle and high schools in the corridor. In addition, the City’s recreation center such as Mitchell Park and Magical

Playground are in the vicinity. The intersection is also used by pedestrians and bicyclists and a marked bike lane runs through the crossing.

Charleston Road: Charleston Road corridor runs from Mountain View to the east serving the residential and school areas and connects to employment areas serving Tesla, VMWare and major employ runs through the This crossing also serves Gunn High Schools in the corridor. In addition, the City's recreation center such as Mitchell Park and Magical Playground in the aera. The intersection is also used by pedestrians and bicyclists and a marked bike lane runs through the crossing.

The focus of this project will be on the three at-grade crossings within the City boundary of Palo Alto. This project will perform the study and identify improvements required to implement quiet zone in accordance with CPUC And FRA requirements.

There is currently no existing railroad quiet zone within the City of Palo Alto. Without a quiet zone, the Federal Railroad Administration (FRA) requires all passenger and freight train to activate their horns four times: 2 long blasts, 1 short blast, then 1 long blast beginning ¼ mile before each crossing. The purpose of these blasts is to warn vehicles approaching the crossings.

### **Scope of Work:**

The project scope of work is anticipated to include the following tasks for the four Palo Alto Avenue crossings. Proposers should provide a recommended scope of work that addresses these requirements, while focusing on achieving the objective of implementing a quiet zone in Palo Alto Avenue

7. Kick-off meeting and Final Scope/Schedule: The consultant will meet with the City Project Manager and key staff to discuss and finalize the scope and schedule and agree on communications protocols and recurring meeting schedule. A project meeting shall be conducted at least every two weeks. The consultant will submit a final scope and schedule to the City's project manager for approval prior to proceeding with Task 2. The consultant will prepare monthly progress reports on the status of scope, schedule, and budget.

2. Document Review, Data Collection, Field Survey, and Coordination: This task will include the following sub-tasks:

- Conduct site visit and review existing conditions.
- Review FRA policies and requirements.
- Participate in up to three coordination meetings with the City, Caltrain, and other stakeholders.
- Conduct diagnostic meetings as required by FRA and CPUC requirements for quiet zone evaluation and recommendation.
- Prepare a technical memo summarizing the opportunities and constraints identified through this task.

3. Quiet Zone Analysis:

- Calculate Quiet Zone Risk Index (QZRI) for the proposed quiet zone without improvements (existing conditions).
- Compare the existing conditions QZRI to the Nationwide Significant Risk Threshold (NSRT) and Risk Index with Horns (RIWH)
- Determine the applicability of each supplemental safety measure (SSM) and each alternative safety measure (ASM) to each crossing
- Provide a measurement of Quiet Zone Risk Index (QZRI) for each crossing based on implementation of applicable ASMs.
- Based on this analysis, develop a small set of alternatives (up to 3) for implementing a quiet zone in Menlo Park, including identifying tradeoffs and costs across potential safety measures at intersections.
- Conduct diagnostic meetings as required by FRA and CPUC requirements for quiet zone evaluation and recommendation.
- Complete the required safety analysis.

4. Conceptual Plans and Cost Estimates: Develop Conceptual plans and cost estimates based on the Quiet Zone Analysis and revise as necessary to incorporate input and feedback from CPUC, FRA, Railroad, various City Committees and Commissions, community and other stakeholders. These conceptual plans shall be refined and finalized for recommendation to City Council for their approval.

5. Draft and Final Implementation Report: The consultant will prepare a draft Implementation Plan incorporating all the previous tasks and submit to the City staff for review. The report will document and summarize the findings related to the implementation of a quiet zone in the City of Palo Alto. The report will include proposed options and a recommendation for implementing a quiet zone, including the estimated cost of each option and the specific improvements and costs at each crossing. Based on feedback from the community and the City, the consultant will update the draft Report into a Final Report.

6. Outreach and coordination. This project will include ongoing coordination with the City's elected and appointed bodies and the public. Subtasks include:

- Develop an outreach plan that identifies the appropriate opportunities during the development of the work to meet with publicly elected bodies, commissions, and the public.
- Summarize the quiet zone analysis and present findings to the Planning and Transportation Committee, PABAC, Rail Committee, and City Council
- Support up to four formal presentations to the Rail Committee and the City Council.
- Conduct public outreach meetings (at least three meetings) as identified in the outreach plan.

### **Deliverables**

The following deliverables will be required for this RFP:

1. Final Scope and Schedule, including public outreach plan

2. Opportunities and Constraints Technical Memo
3. Summary of quiet zone analysis
4. Conceptual Plans and Cost Estimates
5. Draft Implementation Plan
6. Final Implementation Plan
7. Presentations to the community, various Committees, and City Council

## 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.**

**APPROVED:**  
CITY OF PALO ALTO

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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

**APPROVED:**  
COMPANY NAME: \_\_\_\_\_

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.

<b>Milestones</b>	<b>Completion Number of Days/Weeks (as specified below) from NTP</b>
1. Data Collection and Field Surveys	8 Weeks (Expected by end of May 2024)
2. Layout of initial Conceptual Plans	16 Weeks (Expected by end of July 2024)
3. Quiet Zone Analysis	20 Weeks (Expected by end of August 2024)
4. Field Diagnostic Meetings	26 Weeks (Expected by mid of October 2024)
5. Outreach and Coordination	36 Weeks (Expected by end of December 2024)
6. Final Conceptual Plans	40 Weeks (Expected by end of January 2025)
7. City Council Approval of the Conceptual plans	48 Weeks (Expected by end of March 2025)

☒ 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**

<b>TASK</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Project Management)	\$24,559.00
Task 2 (Data Collection and Field Surveys)	\$10,824.00
Task 3 (Quiet Zone Analysis (CPUC & FRA Concurrence))	\$20,644.00
Task 4 (Conceptual Plans and Cost Estimates)	\$39,063.33
Task 5 (Implementation Plan)	\$24,047.00
Task 6 (Outreach and Coordination)	\$36,224.00
Sub-total for Services	<b>\$155,359</b>
Reimbursable Expenses (if any)	\$7,000.00
<b>Total for Services and Reimbursable Expenses</b>	<b>\$162,359.00</b>
Additional Services (if any, per Section 4)	\$16,200
<b>Maximum Total Compensation</b>	<b>\$178,559</b>

### **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: **\$1,000 for mileage/travel and indirect costs of \$6,000 for traffic counts** for the total not-to-exceed amount of: **\$7,000.00**.

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

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

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

**EXHIBIT C-1**  
**SCHEDULE OF RATES**

CONSULTANT's schedule of rates is as follows:

Sr. Professional II	\$340 - \$390
Sr. Professional I	\$280 - \$300
Professional	\$240 - \$260
Analyst III	\$220 - \$240
Analyst II	\$190 - \$220
Analyst I	\$170 - \$190
Support Staff	\$170 – \$190

## 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.

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	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> 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, <b>NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY.

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

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

A. PRIMARY COVERAGE

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

B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

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

Certificate Of Completion

Envelope Id: 3CB8071D8F3840C4A77AAE72FB775853

Status: Completed

Subject: Complete with DocuSign: C24189371 Quiet Zone Study pdf

Source Envelope:

Document Pages: 24

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Alice Harrison

AutoNav: Enabled

250 Hamilton Ave

Envelopeld Stamping: Enabled

Palo Alto , CA 94301

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

Alice.Harrison@CityofPaloAlto.org

IP Address: 199.33.32.254

Record Tracking

Status: Original

Holder: Alice Harrison

Location: DocuSign

2/1/2024 9:34:44 AM

Alice.Harrison@CityofPaloAlto.org


Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Palo Alto

Location: DocuSign

Signer Events	Signature	Timestamp
Peter Meyerhofer peter.meyerhofer@kimley-horn.com Vice President Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  0845CB4EBB4A435...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 134.238.198.140</div>	Sent: 2/1/2024 9:37:50 AM Viewed: 2/1/2024 9:49:01 AM Signed: 2/1/2024 9:51:50 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ripon Bhatia  
ripou.bhatia@cityofpaloalto.org  
Senior Engineer  
City of Palo Alto  
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/1/2024 9:51:51 AM  
Viewed: 2/1/2024 10:38:28 AM

Electronic Record and Signature Disclosure:  
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

2/1/2024 9:37:50 AM

Certified Delivered

Security Checked

2/1/2024 9:49:01 AM

Signing Complete

Security Checked

2/1/2024 9:51:50 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	2/1/2024 9:51:51 AM
Payment Events	Status	Timestamps