



STAFF REPORT

City Council

Meeting Date:

4/28/2026

Staff Report Number:

26-063-CC

Consent Calendar:

Authorize the city manager to execute an amendment to the agreement with AECOM Technical Services Inc. for supplemental work on the Downtown Parking Management Study and approve an appropriation from unassigned fund balance in the Transportation Fund

Recommendation

Staff recommends that the City Council authorize the city manager to execute an amendment in the amount of \$74,320 to the agreement with AECOM Technical Services Inc. (AECOM) for supplemental work on the Downtown Parking Management Study (Study) for a revised total agreement amount of \$154,264 (Attachment A), approve a contingency in the amount of \$15,000 (held by the City), and approve an appropriation of \$89,320 from unassigned fund balance in the Transportation Fund.

Policy Issues

The Study is consistent with policies in the General Plan Circulation Element (e.g., CIRC-7, CIRC-7.4) and the El Camino Real and Downtown Specific Plan which set goals for parking management strategies that are consistent with development in the downtown and Caltrain station area. In addition, the Study supports the City's goal of compliance with the Metropolitan Transportation Commission (MTC) Transit-Oriented Communities TOC policy (TOC Policy). The regional TOC Policy follows Plan Bay Area 2050 (PBA2050), the region's Long Range Transportation Plan/Sustainable Communities Strategy and seeks to support development in areas within one half-mile of rail and bus rapid transit to reduce greenhouse gas emissions.

The TOC Policy requirements consist of the following four elements:

- Minimum required and allowed residential and/or commercial office densities for new development;
- Policies focused on housing production, preservation and protection, and commercial anti-displacement and stabilization policies;
- Parking management; and
- Transit station access and circulation.

MTC has set a deadline of July 1, 2027, for jurisdictions to achieve compliance with the TOC Policy. Agencies making significant progress toward compliance will have access to set-aside funding as part of the fourth round of the One Bay Area Grant (OBAG 4) program for transportation and infrastructure projects. OBAG 4 grants support the implementation of PBA2050 and include \$820 million in federal funding for projects from 2027 through 2030.

Background

MTC is the regional transportation planning and funding agency serving the nine-county San Francisco Bay Area. In 2023, MTC released a call for projects to assist cities in developing programs and projects to align with PBA2050. The City was awarded a grant in late 2023 to develop a parking management plan and identify parking policies and municipal code requirements that would support reducing vehicle miles traveled, greenhouse gas emissions, and support compliance with MTC's TOC policy. In November 2024, staff applied for a second MTC grant to supplement the Study.

Staff began the development of the Study with MTC's consultant, AECOM, in summer 2024. The Study focuses on how Transportation Demand Management (TDM) policies and TOC Policy strategies can influence future parking management and requirements. This effort builds on past downtown parking studies and responds to evolving travel patterns and development trends. The scope of work includes a review of the policies and the existing parking conditions in downtown, a survey to collect community input regarding parking concerns, review of future parking demand based on the City's adopted El Camino Real and Downtown Specific Plan, General Plan, and Housing Element. The Study will recommend parking management strategies, including implementation of municipal code revisions to support MTC's TOC policy compliance. Additional project information can be found on the project webpage (Attachment B).

In February 2025, the City expanded the scope of work and requested additional data and community engagement tasks from AECOM to further support the Study. This allowed for additional parking data collection in May 2025 to further inform the City's affordable housing development efforts on three of the City-owned downtown parking lots.

Analysis

The first MTC grant is set to expire at the end of June. While the initial phase of the Study identified potential parking management strategies, it did not include detailed modeling to evaluate how the strategies would support projected future conditions and parking demand in response to specific development scenarios. To address this, staff has requested the following additional scope of work:

- Develop a parking model to quantify the effectiveness of the parking management strategies and determine the parking demand for two future scenarios; and
- Provide transportation demand and parking management strategies implemented by peer cities.

The additional effort is expected to take four months and staff plans to present the findings to the City Council in a future study session. The Study will continue under the second MTC grant to develop specific municipal and zoning code updates, as well as parking and transportation demand management policies, to further support compliance with the MTC TOC policy. This subsequent effort is expected to start later in 2026 and extend into 2027.

Impact on City Resources

The Study is funded through CPS002 Downtown Parking Lot Study. There is currently insufficient budget to execute the amendment. Staff recommends an appropriation in the amount of \$89,320 from unassigned fund balance in the Transportation Fund for the additional scope of work. The Transportation Fund has

sufficient balance for the appropriation with an unassigned amount of \$350,000. There have been no prior appropriations this fiscal year.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act Guidelines §§15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. AECOM agreement amendment
- B. Hyperlink – Project website: www.menlopark.gov/Government/Departments/Public-Works/Capital-improvement-projects/Downtown-Parking-Management-Study

Report prepared by:

Kristiann Choy, Senior Transportation Engineer

Report reviewed by:

Joanna Chan, Transportation Manager

Azalea Mitch, Public Works Director

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Amendment #: 4996.1

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND AECOM TECHNICAL SERVICES INC

THIS FIRST AMENDMENT is made and entered into this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and AECOM TECHNICAL SERVICES INC, hereinafter referred to as "FIRST PARTY."

1. Section 4. COMPENSATION AND PAYMENT of Agreement No. 4545, ("Agreement"), Section 4. COMPENSATION AND PAYMENT [amendment to section] is hereby amended to read as follows:

"A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A, A-1 and A-2," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 4996 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#**APPROVED AS TO FORM:**

Nira F. Doherty, City Attorney

Date**FOR CITY OF MENLO PARK:**

Justin I. C. Murphy, City Manager

Date**ATTEST:**

Judi A. Herren, City Clerk

Date

Future Parking Demand Analysis, Menlo Park Previous Work

As part of Task 1.4 under our current contract to provide parking assistance to the City of Menlo Park (City), AECOM prepared a Future Parking Demand Memorandum that attempted to quantify future parking demand and supply. That memo went through several iterations, with the last version submitted to the City on April 25, 2025. Subsequent to that analysis, AECOM continued work on the other tasks of the current contract, including the work under Task 1.5 involving identification of a comprehensive series of recommended parking strategies and associated implementation steps. The latest iteration of the Recommended Parking Strategies and Implementation Memorandum submitted to the City, dated February 5, 2026.

Additional Scope of Work

Based on our recent discussions with City staff, AECOM understands that the City is looking for additional analysis of future parking demand and supply to assist decision-makers (such as the City Council) and the public in better understanding parking needs and overall parking conditions in the future. AECOM proposes the following Scope of Work to address the City's request.

Task number and name	Task description	Deliverable(s)	Assumptions
0. <u>Project Management</u>	The project is assumed to have a duration from execution in March 2026, Study Session in July, and wrap up in August 2026. Project meetings are assumed to be every 2 weeks (except June, for a total of up to 8 meetings) and invoicing will occur monthly. The project team remains available to the City Project Manager and staff by email and phone to communicate and clarify issues throughout the duration of the project.	• No formal deliverables though informal meeting notes may be provided • Informal email responses • Invoices and progress reports (assume 4)	• See task description
1. <u>Calculate Projected Parking Supply</u>	AECOM will update the projected 2040 parking supply calculated under Task 1.4 of the MTC Parking Study and revise the structure and values for two different scenarios for a horizon year of 2040, including any reductions to existing parking supply associated with state law (AB 413) and resurfacing improvements of Plazas 7 and 8: • Scenario 1: Full Build-out of Downtown Core and Affordable Housing by 2040 • Scenario 2: Partial Build-out of Downtown Core and Full Build-out of Affordable	• Spreadsheet with accompanying Word document describing the inputs, calculations and assumptions, as well as defining the projected parking supply numbers by scenario • Memo and map describing existing parking inventory and opportunities, including	• The City will provide details regarding the size (number of units), location, and amount of accessory parking (if any) provided for each affordable housing development site • Any other desired updates to the underlying assumptions regarding parking supply will be provided by the City.

	Housing by 2040 (assuming 50 percent build-out, as provided by the City) Affordable housing redevelopment assumptions are included only as inputs to the downtown parking supply and demand analysis and do not expand the scope beyond the downtown parking management study. For each scenario, AECOM assumes that the City will provide details regarding the size (number of units), location, and amount of accessory parking (if any) provided for each affordable housing development site to allow AECOM to make the required adjustments to the parking supply calculation. For Scenario 2, the City will provide the partial build-out assumption. The same assumptions for Scenario 1 will be used for the affordable housing. AECOM also assumes that any additional City-provided updates to parking supply assumptions will be limited to proposed projects within the downtown study area. Once the parking supply calculation is updated, the resulting values will represent the future “baseline” parking supply for the downtown study area (i.e., without implementation of the recommended parking strategies from Task 1.5). This task will also look at the physical context of parking in downtown, such as existing parking supply based on the geographic zones, side streets, and parking inventory data collected under the Metropolitan Transportation Commission (MTC) Planning Grant and additional work previously contracted with the City and explore possible horizontal solutions to parking demand, such as people parking a block or two away from their destination.	documentation of known parking supply reductions incorporated into the projected 2040 supply baseline	Comments from City staff on draft deliverables will be provided in a single file as a consolidated set of non-conflicting comments
2. <u>Estimate Projected 2040 No-Action</u>	Building off of the initial parking demand analysis completed under Task 1.4, AECOM will estimate the	Spreadsheet with accompanying Word	Information provided from the City about build-out of the

<u>People and Travel Modes Accessing Downtown</u>	projected 2040 no-action people and travel modes accessing downtown in 2040 for Scenario 1 and Scenario 2. This calculation will reflect the information provided from the City about build-out of the downtown affordable housing development under each scenario. Affordable housing redevelopment assumptions are included only as inputs to the downtown parking supply and demand analysis and do not expand the scope beyond the downtown parking management study. AECOM also assumes that any other desired updates to the underlying assumptions regarding parking and changes to the built environment such as new retail or dining opportunities will be provided by the City. This may include City-provided information regarding nearby development projects, including projects subject to AB 2097, to the extent such projects could influence downtown travel demand, mode choice, and parking demand. Estimates of people accessing downtown may rely on observed mode split and travel behavior data from comparable downtowns and neighboring cities, as available, as well as ITE estimates, census data, economic data (where available) and other sources. These will be high level and likely representative in a range of possible people trips. As with any data, it will be an estimate only and not a guarantee of current or future activities. While the initial parking demand analysis from Task 1.4 included different scenarios for pre- and post-pandemic behavioral trends (e.g., mode share), AECOM will focus on the post-pandemic data for this updated analysis, as it provides the most relevant current basis for analysis, while recognizing that downtown activity and parking demand may continue	document describing the inputs, calculations and assumptions	downtown affordable housing development under each scenario • Focus will be on the post-pandemic data for this updated analysis, as travel behavior and commute patterns have now largely stabilized. Comments from City staff on draft deliverables will be provided in a single file as a consolidated set of non-conflicting comments • Person trip estimates are based on industry and research observations which may be different in Menlo Park. Past behavior is not a guarantee of future outcomes.
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	to shift over time, including as storefront vacancies are filled.. Once the people, mode share, and parking demand calculation is updated, the resulting values will represent the future no-action activities (i.e., the projected 2040 condition before implementation of the recommended TDM and parking strategies from Task 1.5).		
3. <u>Explore Peer Cities' Approaches to Transportation and Parking Demand Management</u>	AECOM will work with the City to identify peer cities with physical, transportation and economic characteristics similar to downtown, with priority given to peer downtowns that have experienced similar redevelopment conditions where possible, such as conversion of parking lots to mixed-use or housing development. This task will summarize parking and transportation demand management approaches used in peer downtowns with similar development pressures, including redevelopment of parking lots or other downtown infill conditions, including relevant policies, programs, and observed outcomes to inform the City's strategy development. Comparison categories will be developed in coordination with the City. AECOM will research up to 5 peer cities approved by City Staff. Descriptive categories will be determined in collaboration with the City and limited to no more than 8.	• Peer cities matrix	• Up to 5 cities to be included in the peer review • Descriptive categories (matrix columns) to be agreed upon with the City, no more than 8 • Comments from City staff on draft deliverables will be provided in a single file as a consolidated set of non-conflicting comments
4. <u>Refine TDM and Parking Strategies</u>	Building on the peer cities review and independent research on TDM tools and strategies, AECOM will refine, organize, and document previously identified and supplemental potential approaches to influencing travel choices and access to downtown. The intent of Task 4 is not to re-identify strategies or quantify their impacts, but to translate the previously identified strategies into a clearer decision-making framework by organizing them, clarifying how they would function in Menlo Park including available	• Research memo with strategies matrix	• Descriptive categories (matrix columns) to be agreed upon with the city, no more than 8 • No more than 10 additional citations • Comments from City staff on draft deliverables will be provided in a single file as a

	resources, and documenting relevant peer examples and implementation context. Task 5 would then build on that framework to assign impact assumptions and test scenario outcomes quantitatively. This analysis will consider TDM at the intersection of parking management and economic development. AECOM may also examine additional economic development tools in the context of potential influence on travel behavior and their role in supporting downtown visitation, shopping, dining and other economic activities. For each of the key recommended strategies, AECOM may identify example jurisdictions that have implemented similar strategies to provide relevant precedents and context for the analysis. To the extent feasible, this process will prioritize peer cities within the Bay Area or California, to provide a clearer, more relatable context for decision-makers and the public. Where research or data are available, AECOM will also provide context on the potential economic impact of each of the key recommended strategies, such as information on parking turnover rates. This task will focus on documenting and contextualizing the strategies; quantitative assessment of strategy benefits and effectiveness will be addressed under Task 5.		consolidated set of non-conflicting comments City to provide information on available resources that are or may be eligible to be applied towards strategy development and implementation.
5. <u>Quantify the Benefits of the Recommended Strategies</u>	The initial parking demand analysis under Task 1.4 did not explore the benefit of various changes in travel behavior due to TDM or parking management strategies. The updated analysis under this additional Scope of Work will seek to identify the effectiveness of and quantify the benefits of these strategies. For each of the key recommended strategies, AECOM will identify an estimated benefit in terms of mode shift percentage (or similar metric, such as person trips) based on research and technical guidance from	- Updated spreadsheet with different TDM, parking management and economic development strategies and impact assumptions - Memo documentation of inputs, assumptions and recommendations	Strategy impacts are not guaranteed but based on industry and research observations which may be different in Menlo Park. Past behavior is not a guarantee of future outcomes. Each particular implementation is unique and context-specific and there is an inherent level of uncertainty in the benefits

	industry-accepted sources. The benefit may be presented as a range (e.g., “1 to 5 percent shift from car trips to walking trips), recognizing that each particular implementation is unique and context-specific and there is an inherent level of uncertainty in the benefits quantification process. These estimates are intended to reflect potential changes in travel mode choice, parking demand, and access patterns and do not assume that each reduced vehicle trip equates to a lost downtown visit, as traveler response and economic effects may vary based on context. Based on the estimated benefits of each of the key recommended strategies, AECOM will estimate a total estimated benefit for two different parking management and economic development scenarios: • Moderate: Assumes implementation of only those strategies identified in the “Near Term” (within a year) and “Mid Term” (2–5 years) timeframes • Aggressive: Assumes implementation of all of the strategies, including those for the “Long Term” (6–10 years) timeframe For each of the scenarios, AECOM will estimate the resulting person trips and mode split across all modes (automobile, transit, walk, bike, etc.) to help decision-makers and the public understand the major changes in travel behavior and resulting downtown activity. AECOM will then apply the estimated benefits under each scenario to the parking demand calculation to compare parking demand and supply for four different potential outcomes:		quantification process. Potential changes in vehicle trips may reflect shifts to other travel modes, changes in parking behavior, or other access adjustments, rather than a one-to-one reduction in downtown visitation. • Scenarios are limited to two strategies scenarios and two future build scenarios (4 total for analysis) • Comments from City staff on draft deliverables will be provided in a single file as a consolidated set of non-conflicting comments
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	• Scenario 1 with Moderate Parking Management • Scenario 1 with Aggressive Parking Management • Scenario 2 with Moderate Parking Management • Scenario 2 with Aggressive Parking Management		
6. <u>Document the Analysis and Findings</u>	AECOM will document the analysis and its findings in a technical memorandum. AECOM will also produce a summary PowerPoint presentation to guide the study session.	• A final memo • A PowerPoint presentation for the study session	• Two versions of each (report and ppt), one draft and one final • Comments from City staff on draft deliverables will be provided in a single file as a consolidated set of non-conflicting comments • Revisions to be made based on one round of non-conflicting, unified comments submitted from the City Project Manager or their delegate
7. <u>Study Session Staffing</u>	AECOM to collaborate with staff to facilitate and guide City Council regarding the research and its findings. Any affordable housing redevelopment assumptions discussed during the study session would be presented only as inputs to the downtown parking supply and demand analysis.	• AECOM staff to attend – up to 3 staff, with two assumed to be in person and one virtually taking notes • Informal meeting notes to supplement City's formal meeting documenting processes	• Up to two AECOM staff to be physically present at the study session, one to attend virtually and take notes

City of Menlo Park

Fee Estimate
Professional Services

3/26/2026

Future Parking Demand Analysis		Estimated Labor Hours					Total Hours	Total Cost
		Lilia Scott	Anthony Mangonon	Mary Nooristani	Chris Latura	Jason Leung		
		Sr PM	Sr Planner / Eng	Planner II	Proj Controls	Planner II		
Tasks	Description							
	Rate	\$220.00	\$185.00	\$100.00	\$165.00	\$120.00		
0	Project Management							
	Meetings (up to 8, 1 hour, includes preparation)	12	12	12	4		52	\$9,000
	email and phone calls	6	2	2			10	\$1,890
	Invoice and progress reports (up to 4)	2	2	2			6	\$1,010
								\$0
1	Calculate Baseline Parking Supply	8	24	8		20		\$9,400
	QAQC	2	2				4	\$810
2	Estimate Baseline People and Travel Modes Accessing Downtown	20	32			32	32	\$14,160
	QAQC	2	2				4	\$810
3	Explore Peer Cities Approaches to Transportation and Parking Deman	12	4	20		20	56	\$7,780
	QAQC	2	2					\$810
4	Identify TDM and Parking Strategies	12	12	20		20		\$9,260
	QAQC	2	2				4	\$810
5	Quantify the Benefits of the Recommended Strategies	12	32			12	56	\$10,000
	QAQC	2	2				4	\$810
6	Document the Analysis and Findings	8	8	12			28	\$4,440
							0	\$0
7	Study Session Staffing	6	6	4				\$2,830
							0	\$0
	Other direct costs							\$500
								\$0
								\$0
	AECOM TOTAL	108	144	80	4	104	256	\$74,320

PROFESSIONAL SERVICES AGREEMENT

City Manager's Office
701 Laurel Street
Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 4996

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND AECOM TECHNICAL SERVICES INC

THIS AGREEMENT made and entered into at Menlo Park, California, this 4/18/2025, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and AECOM TECHNICAL SERVICES INC, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional Services for CITY in connection with that certain project called: MTC Parking Assistance Study

WHEREAS, FIRST PARTY is licensed to perform said Services and desires to and does hereby undertake to perform said Services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND CONDITIONS of each of the Parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

- A. In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the Services as set forth in Exhibit "A," Scope of Services.
- B. **Independent Contractor.** FIRST PARTY and CITY each expressly agree and understand that they are creating an independent contractor relationship, and that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or other fiduciary relationship between FIRST PARTY and CITY. FIRST PARTY shall not have any right, power or authority, either express or implied, pursuant to this Agreement to assume, create or incur any expense, liability or obligation, express or implied, on behalf of CITY, and shall not represent to any person or business that they have such power. FIRST PARTY and CITY further expressly agree and understand that:
1. Neither FIRST PARTY nor any person employed or contracted by FIRST PARTY shall be considered an employee of CITY for any purposes.
 2. FIRST PARTY has the sole right to control and direct the means, manner, and method by which Services under this Agreement will be performed.
 3. FIRST PARTY has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement, at their own expense; in all cases, FIRST PARTY shall be solely responsible for all matters relating to the payment of its own employees and subcontractors, including, but not limited to, compliance with Social Security and income tax withholdings, workers' compensation

insurance, unemployment compensation payments, and compliance with all regulations governing such matters.

4. Neither FIRST PARTY nor their employees or subcontractors shall be required to wear any uniforms provided by CITY.
5. The Services required by this Agreement shall be performed by FIRST PARTY or their employees or subcontractors, and CITY shall not hire, supervise, or pay any assistants to help FIRST PARTY.
6. Neither FIRST PARTY nor their employees or subcontractors shall receive any training from CITY in the professional skills necessary to perform Services under this Agreement.
7. Neither FIRST PARTY nor their employees or subcontractors shall be required by CITY to devote full time to the performance of Services required by this Agreement.
8. Neither FIRST PARTY nor their employees or subcontractors are entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other fringe benefits provided by CITY to its employees, and FIRST PARTY shall be exclusively responsible for all Social Security, self-employment and income taxes, disability insurance, workers' compensation insurance, and/or any other statutory benefits otherwise required to be provided to their employees.
9. FIRST PARTY is solely responsible for all state and federal income and/or other tax obligations, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement. This includes, but is not limited to, FICA withholdings and payments, state or federal unemployment compensation contributions, and applicable self-employment taxes. FIRST PARTY further agrees to indemnify CITY for any claims or obligations asserted to the contrary by FIRST PARTY or by their employees or subcontractors. Upon request, FIRST PARTY shall provide CITY with proof that such payments have been made.

- C. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- D. **Professional Competence.** FIRST PARTY represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. FIRST PARTY represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. FIRST PARTY agrees that the Services shall be performed consistent with the professional skill and care ordinarily provided by consultant practicing in the same or similar locality under the same or similar circumstances. CITY and FIRST PARTY agree that FIRST PARTY is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of FIRST PARTY from professional responsibility for the Services performed.
- E. **Confidentiality.** FIRST PARTY agrees to maintain in confidence and not disclose to any person, firm, governmental entity or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process or operation of CITY. FIRST PARTY further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity or corporation any data, information, technology, or material developed or obtained by FIRST PARTY during the performance of the Services. The covenants contained in this shall survive the termination of this Agreement for whatever cause.
- F. **Ownership of Material.** Any reports and other material prepared by or on behalf of FIRST PARTY under this Agreement (collectively, the "Documents") and provided to the CITY shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to FIRST PARTY.

- G. **Documentation.** FIRST PARTY shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and FIRST PARTY shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- H. **Conflict of Terms:** In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and the terms of any exhibit, attachment or other incorporated document (including the Scope of Services), the terms of this Agreement shall govern and control. If any conflict or inconsistency is identified, FIRST PARTY shall immediately notify the CITY in writing and seek clarification or resolution from the CITY before proceeding with any work that may be affected by such conflict. The CITY'S written determination shall be final and binding.

2. SCHEDULE FOR WORK

- A. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). FIRST PARTY agrees to complete all Services pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other, or the other's employees and agents.
- B. **Notice to Proceed:** FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

4. COMPENSATION AND PAYMENT

- A. **Compensation:** CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$79,944 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. FIRST PARTY's fee for the Services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and Services incurred by FIRST PARTY and used in carrying out or completing the work.
- B. **Invoices:** Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the Services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of FIRST PARTY's relevant records pertaining to the charges.

- C. Invoice Documentation:** FIRST PARTY shall bill each month to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain the total agreement amount subtracting the invoices paid and billing. By submitting an invoice for payment under this Agreement, FIRST PARTY is certifying compliance with all provisions of the Agreement. FIRST PARTY shall not invoice City for any duplicate Services performed by more than one person. City shall independently review each invoice submitted by FIRST PARTY to determine whether the Services performed, and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause FIRST PARTY to be paid within thirty (30) days of receipt of FIRST PARTY's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by FIRST PARTY which are disputed by City, or as provided in this Section. In the event any charges or expenses are in dispute by City, the original invoice shall be returned by City to FIRST PARTY for correction and resubmission. Review and payment by City of any invoice provided by FIRST PARTY shall not constitute waiver of any rights or remedies provided herein or any applicable law. Consultant shall bill the City as Services are complete. City reserves the right to deny payment to FIRST PARTY for any invoice submitted more than 90 days after performance of Services or expenses are incurred by FIRST PARTY.
1. FIRST PARTY shall submit detailed and itemized monthly invoices in a form satisfactory to CITY on or before the tenth (10th) day of each month for Services provided during the preceding month.
 2. Invoices shall include sufficient documentation, including time records, cost records, receipts, and other materials necessary to substantiate the performance and costs of the Services. CITY shall review and verify the accuracy and completeness of each invoice within thirty-five (35) days after receipt. CITY, at its sole discretion, may correct, modify, or disallow any charges contained in the invoice that are inconsistent with this Agreement, unsubstantiated, excessive, or otherwise not in compliance with CITY's standards or instructions. Any such corrections or modifications shall be deemed final and binding upon FIRST PARTY.
 3. Upon completing its review, CITY shall make payment to FIRST PARTY for the amount approved by CITY, subject to applicable deductions, corrections, or offsets as deemed appropriate by CITY. No payment made by CITY shall constitute or be construed as acceptance of any Services or waiver of any rights or remedies available to CITY under this Agreement.
 4. CITY reserves the right to withhold payment in whole or in part if: (a) Services are not performed to the satisfaction of CITY; (b) There are delays not authorized or excused by CITY in the performances of Services; (c) FIRST PARTY fails to provide satisfactory documentation of the Services rendered, or documentation reflecting information CITY has requested; and/or (d) FIRST PARTY is otherwise in default of this Agreement.
 5. Withheld payments shall not relieve FIRST PARTY of its obligations to perform under this Agreement, and CITY shall not be liable for any interest, penalties, or damages related to the withholding of payment.
 6. In the event of a payment dispute, FIRST PARTY agrees to continue performance of all Services under this Agreement without delay or interruption, regardless of the status or resolution of such dispute. CITY shall resolve any payment disputes in good faith. Upon termination or expiration of this Agreement, CITY shall reconcile all outstanding invoices and payments. CITY may offset any amounts due to FIRST PARTY against amounts owed to CITY due to breach, nonperformance, or other defaults by FIRST PARTY.
- D. Status Reports.** Together with each monthly invoice, FIRST PARTY shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. FIRST PARTY shall notify CITY in writing when payments have reached 90% of the To Not Exceed Amount.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status, or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the Services and full control over the employment, direction, compensation, and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's Services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Azalea A. Mitch
Public Works Director

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6770
pwdirector@menlopark.gov

Notices required to be given to FIRST PARTY shall be addressed as follows:

Marlen Alfonso Perez
150 California Ste 200
San Francisco, CA 94104
972-788-1000
marlen.alfonso@aecom.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

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10. HOLD HARMLESS

To the fullest extent allowed by law, FIRST PARTY hereby agrees to defend, indemnify and save harmless CITY, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of FIRST PARTY or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Menlo Park, its Council, boards, commissions, officers, employees, directors, volunteers, or agents that arise out of, pertain to or relate to any negligence, recklessness, or willful misconduct of FIRST PARTY, any subcontractors, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the FIRST PARTY shall meet and confer with other Parties regarding unpaid defense costs.

The duty of FIRST PARTY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however that nothing herein contained shall be construed to require FIRST PARTY to indemnify City of Menlo Park, its Council, boards, commissions, officers, employees, and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

FIRST PARTY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

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11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:

The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:

The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

3. Automobile insurance:

FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

4. Professional liability insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and two million (\$2,000,000) in

the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of Services described herein.

- C. CITY and its subsidiary agencies, and their officers, agents, employees, and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/Services to be performed, at his/her own expense, before commencement of said work/Services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications, or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications, or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced, and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. **Notice of Termination:** CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all Services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
 3. **Compensation:** If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed Services. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
 4. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph 3A of this Section.
- B. **Remedies:** The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- C. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for Services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and Services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the Parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of Mar. 17, 2025 through Mar. 31, 2026 unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the Parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between Parties not expressly stated in this document are not binding.

All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the Parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract Services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's Office no later than 30 days after the execution of the agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

DocuSigned by:

88EF7676D2FF404

Signature

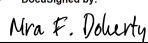
Marlen Alfonso Perez
Printed name

Tax ID# 95-2661922
Tax ID#

4/8/2025
Date

Vice President
Title

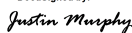
APPROVED AS TO FORM:

DocuSigned by:

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Nira F. Doherty, City Attorney

4/14/2025
Date

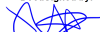
FOR CITY OF MENLO PARK:

DocuSigned by:

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Justin I. C. Murphy, City Manager

4/18/2025
Date

ATTEST:

DocuSigned by:

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Judi A. Herren, City Clerk

4/18/2025
Date

EXHIBIT “A” – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant Services for CITY’s Public Works department. In the event of any discrepancy between any of the terms of FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following Services:

Provide general consultant Services for projects as determined by the CITY. The detailed Scope of Work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate Scope of Work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these Services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon: (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various Services required will be set forth in Exhibit A-1.

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A4. CHANGES IN WORK – EXTRA WORK

In addition to Services described in Section A1, the Parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional Services including but not limited to:

- Change in the Services because of changes in the Scope of Work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's Services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and FIRST PARTY. Such supplemental agreement shall be executed by FIRST PARTY and may be approved by the City Manager upon recommendation of the Public Works Director.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of Services performed, project title and the agreement number; the date the Services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate Services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

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EXHIBIT “B” – DISPUTE RESOLUTION

B1.0 All claims, disputes, and other matters in question between FIRST PARTY and CITY (“Parties” collectively) arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation

B2.1 The Parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the Parties, but is expected by the Parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the Parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the Parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration

B3.1 Any dispute between the Parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute, or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with at least ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the Parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the Parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the Parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.



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MTC Parking Assistance Study – City of Menlo Park, scope augmentation

Scope augmentation background:

MTC has contracted with AECOM to support the City of Menlo Park to come into compliance with MTC's MTC's transit-oriented communities (TOC) policy and remain eligible for additional funding. Under the existing study, the future parking needs are being assessed under Task 01.03. Identify Future Parking Needs. The consultant will estimate future parking demand based on approved development, projects currently in the pipeline and future plans including the El Camino Real and Downtown Specific Plan, General Plan, and the Housing Element. The future parking estimates should consider the City's transportation demand management (TDM) and MTC's TOC policies to reduce parking demand and how the parking demand could change depending on the strategies and recommendations identified in Task 4. As future development includes housing on the downtown plazas, this proposed scope expands the work to include additional data collection, which will better inform the recommendations. Additionally, this scope increases the public engagement to better inform the public on parking management in downtown. This project is designed to run as a companion to the City of Menlo Park MTC Parking Planning Grant Project.

Task 1.08: Project Management

This Task covers invoicing, accounting and progress report production as required. Monthly project management meetings are assumed to be paid for by the MTC Parking Planning Grant.

Task 1.09: Strategy Meetings

1.091 Kick-off Meeting

The kick-off meeting, assumed to be in-person but possibly hybrid, will include a range of stakeholders. The Client PM will provide the invitation list. Topics of discussion will include:

- Set the City's vision for the use of City-owned land in the downtown area relative to parking demand and the role of parking supply.
- Align communication and engagement efforts among involved stakeholders

Deliverables:

- Powerpoint presentation for the kick-off meeting
- Agenda and meeting notes

1.092 Follow-Up Strategy Meeting (Mid-Project or End of Project)



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The follow-up strategy meeting, assumed to be in-person, will include a similar range of stakeholders as the kick-off meeting. The goals of this follow-up meeting include:

- Review feedback received through the project outreach under this scope of work and the MTC Parking Grant effort
- Refine recommendations
- Ensure that the final recommendations align with the City's transportation and sustainability goals

Deliverables:

- Powerpoint presentation for the follow-up strategy meeting
- Agenda and meeting notes

Task 1.10: Public Meeting

This Task will involve an in-person Open House-style public meeting up to two hours in duration. AECOM will collaborate with the City to plan the meeting. AECOM will provide a logistics plan that will serve as a roadmap to executing the meeting, which will include an overview of agenda/timing, speakers, meeting materials, and roles and responsibilities. Our work plan assumes the City would provide staff and co-facilitate the meeting, and up to 3 AECOM team would support. The purpose of the meeting will be to inform the community about TDM and the impacts of parking on transportation choices. This scope assumes 80-100 people will attend the meeting, and the venue will be in downtown or at City Hall, provided by the City.

Anticipated plan for the meeting:

- 20-30-minute presentation to provide a project overview
- 1.5 hours for an interactive Open House, to include display boards at stations staffed by project team members. Attendees will have an opportunity to interact with the project team, ask questions, and provide feedback via comment card/survey/sticky notes on display boards.

Meeting tentatively scheduled for the week of May 12th. (Date and meeting format details to be confirmed in collaboration with the City).

Deliverables:

- AECOM review of noticing/advertising proofs produced in collaboration with City and placed by City
- AECOM assumed to host up to 2 prep calls in advance of the public meeting
- Logistics plan
- Meeting agenda



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- PowerPoint presentation – up to 25 slides
- Sign-in sheets
- Fact sheets
- Comment cards or similar mechanism to receive feedback
- Display boards for Open House stations – up to 8 boards
- Meeting summary of findings, Draft and Final

Assumptions:

- City to advertise the meeting, including newspaper ads, flyers, e-blasts, and social media as needed
- City to handle translation and interpretation services as required
- City to provide meeting space free of charge to the project / consultant
- City to provide staffing to support public meeting along with consultant

Task 1.11: Data Collection

The goal of this task is to gather relevant data to assess parking utilization and inform future parking strategies in the downtown area (the same Study Area in the existing parking data collection memo), including weekends and parking duration. This data will provide insights into current parking challenges and support the creation of a comprehensive parking strategy.

1.11.2 Duration Data Collection

Purpose: To assess how long vehicles are parked in the downtown area and whether parking turnover could be improved with enforcement measures

Approach:

- Gather data on the length of time vehicles are parked downtown by location
- 1 Mid-Weekday, Hourly Runs 9AM-7PM (last run starts at 6PM)

3.1 Weekend Data Collection

Purpose: To understand weekend activity in the downtown area

Approach:

- Collect data on parking occupancy once per day (Saturday and Sunday from 8 AM to 2 PM, last run starts at 1 PM) for a total of two days of data collection

3.3 Overnight Parking Data

Purpose: To understand overnight parking activity.

Approach:

- Record overnight parking patterns in the downtown area with one data collection run at 11 PM.

Deliverable:



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- Updated Downtown Parking Data Collection Memo

Schedule:

- Most of the work is to be completed before the end of the 2024-2025 school year
- Assume contract begins by 4/1/2025
- Assume contract is less than 6 months to be completed by 10/1/2025

MTC Parking Studies

Fee Estimate
Professional Services

2/5/2025

Menlo Park -- Project #1 SOW AUGMENTATION

		Estimated AECOM Labor Hours												SUBCONSULTANTS				PROJECT
		Lilia Scott	Victor Xie	Anthony Manganon	Mary Nooristani	Derek McCulloch	Laura Adleman	Emily Biro	Chris Latura	Ann Campbell	Total Hours	Total Client Cost			Total Hours	Total Cost	Cost	
Tasks	Description	PM	Planner IV - Analytics	Planner IV - Policy	Planner II	Document Production	Outreach	Outreach Support	Admin / Procurement	Graphic Designer			IDAX	Ann Cheng				
	Rate	\$202.00	\$145.00	\$158.00	\$75.00	\$130.00	\$165.00	\$117.00	\$135.00	\$105.00			1	\$300.00				
1.08	Project Management										10	\$ 8,444			0	\$0	\$8,444	
	Invoicing	6									6	\$ 1,212			0	\$0	\$1,212	
	Set up and admin								4		4	\$ 540			0	\$0	\$540	
											0	\$ -			0	\$0	\$0	
1.09	Strategy Meetings										44	\$ 6,692			18	\$5,400	\$12,092	
	Kick-off Strategy meeting	8	2		6		6				22	\$ 3,346		8	8	\$2,400	\$5,746	
	Follow-up Strategy Meeting (Mid-Project or End of Project)	8	2		6		6				22	\$ 3,346		10	10	\$3,000	\$6,346	
											0	\$ -			0	\$0	\$0	
											0						\$0	
1.10	Public Meeting										190	\$ 25,894			36	\$9,900	\$35,794	
	Meeting Materials	4	8		8		32	32		24	108	\$ 14,112		20	20	\$6,000	\$20,112	
	Logistics Plan	2					8	8			18	\$ 2,660		1	4	\$300		
	Prep Meetings	4	2		2		4	4			16	\$ 2,376		4	4	\$1,200		
	Meeting	6					6	6			18	\$ 2,904		6	6	\$1,800		
	Meeting Summary Draft	2			4	2	2	8			18	\$ 2,230		1	1	\$300	\$2,530	
	Meeting Summary Final	2			2	2	2	4			12	\$ 1,612		1	1	\$300	\$1,912	
1.11	Data Collection										0	\$ 10,058			0	\$20,000	\$30,058	
	Data Collection	6									6	\$ 1,212	20000			\$20,000	\$21,212	
	Memo Draft	4	4	16	16	2					42	\$ 5,376			0	\$0	\$5,376	
	Memo Final	2	2	16	16	2					38	\$ 4,682			0	\$0	\$4,682	
											0	\$ -			0	\$0	\$0	
											0	\$ -			0	\$0	\$0	
	ODC milage, Board Printing and refreshments										0	\$ 2,000			0	\$0	\$2,000	
	TOTAL	48	20	32	60	8	66	62	0	24	510	\$ 44,644	\$ 20,000	51	36	\$ 35,300	\$ 79,944	