

STAFF REPORT

DATE: July 10, 2018

TO: City Council

FROM: Mike Webb, City Manager
Ginger Hashimoto, Administrative Analyst

SUBJECT: Approve Professional Services Agreement to Conduct an Access and Connections Study of the Davis Amtrak Station

Recommendations

Approve the attached resolution (Attachment 1) authorizing the City Manager to enter into a Professional Services Agreement, not to exceed \$282,390, with Fehr and Peers to conduct an access and connections study of the Davis Amtrak Station

Fiscal Impact

The total budget for the study is \$282,390, of which \$250,000 is from a Caltrans Sustainable Communities Planning Grant. The remaining \$32,390 represents the grant's minimum required match. Originally from the City's Grants Matching Fund, the \$32,390 match has since been appropriated to the Community Development and Sustainability Department's Community Planning Fund per a budget adjustment approved on March 20, 2018.

Council Goals

The proposed study aligns with the following City Council goals and objectives:

- **Goal 3:** Pursue environmental sustainability
 - **Objective 1:** Reduce the community's carbon footprint and achieve measurable GHG emission reductions, including reduction of vehicle miles travelled
- **Goal 4:** Build and promote a vibrant downtown
 - **Objective 1:** Improve downtown for motor vehicle, bicycle, and pedestrian travel
- **Goal 5:** Promote community
 - **Objective 1:** Facilitate long-range community planning
 - **Objective 3:** Create community dialogue opportunities to seek input and feedback from the community

Background and Analysis

In October 2017, the City submitted an application to the California Department of Transportation's Sustainable Communities Planning Grant Program to examine access and connection issues related to the Davis Amtrak Station. In December 2017, the State awarded the City \$250,000 to fund a comprehensive study.

On January 9, 2018, the City Council approved a resolution authorizing the receipt of funds as well as authorizing the City Manager to enter into an agreement with Caltrans.

Overview of Study. Serving over 10 percent of the total Capitol Corridor ridership, the Davis Amtrak Station is the third most active station in the region. Despite its popularity, the Station is fraught with challenges. Parking surveys show the lot fills well before the arrival of the first train and remains full until the late afternoon. Surveys also suggest that bicycle parking is regularly at or near capacity. Additionally, the current depot lacks modern amenities and safety features.

Given these challenges, the study will seek to identify opportunities to increase ridership, improve multimodal accessibility, and enhance station safety. In addition, the study will examine the potential benefits of implementing such changes including relieving congestion on local roadways, reducing vehicle miles traveled, and stimulating economic activity downtown.

Further informing the study, the City will be hosting numerous community workshops as well as collaborating with multiple entities throughout the process. The City also anticipates extensive crossover with the Downtown Plan efforts currently underway.

While an internal team of staff representing the City Manager's Office, the Public Works Department, and the Community Development and Sustainability Department will manage the project, the City will hire a consultant to conduct the study and compose a written report detailing findings and actionable recommendations for station improvements.

Request for Proposals. On May 14, 2018, staff released a request for proposals soliciting consultants for the study. By the deadline of June 7, 2018, staff received two proposals—one from Fehr and Peers and one from Perkins+Will.

On June 21, 2018, a committee reviewed the proposals and selected Fehr and Peers due to their demonstrated experience, qualifications, and ability to stay within the proposed budget. Therefore, staff is seeking authorization to enter into a Professional Services Agreement (Attachment 2), not to exceed \$282,390, with Fehr and Peers.

Attachments

1. Resolution Approving a Professional Services Agreement with Fehr and Peers to Conduct an Access and Connections Study of the Davis Amtrak Station
2. Professional Services Agreement with Fehr and Peers

RESOLUTION NO. 18-XXX, SERIES 2018

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
FEHR AND PEERS TO CONDUCT AN ACCESS AND CONNECTIONS STUDY OF
THE DAVIS AMTRAK STATION**

WHEREAS, in October 2017, the City of Davis submitted an application to the California Department of Transportation's Sustainable Communities Planning Grant Program to examine access and connection issues related to the Davis Amtrak Station; and

WHEREAS, in December 2017, the State awarded the City of Davis \$250,000 to fund a comprehensive study; and

WHEREAS, on January 9, 2018, the City Council approved a resolution authorizing the receipt of funds as well as authorizing the City Manager to enter into an agreement with the California Department of Transportation through February 2020; and

WHEREAS, on May 14, 2018, the City of Davis released a request for proposals soliciting consultants for the study; and

WHEREAS, on June 7, 2018, staff received two proposals one from Fehr and Peers and one from Perkins+Will; and

WHEREAS, on June 21, 2018, a committee reviewed the proposals and selected Fehr and Peers due to their demonstrated experience, qualifications, and ability to stay within the proposed budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davis that the City Manager shall have authorization to enter into a professional services agreement with Fehr and Peers to serve as the study's lead consultant.

PASSED AND ADOPTED by the City Council of the City of Davis on this 10th day of July, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Brett Lee
Mayor

ATTEST:

**CITY OF DAVIS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of July 10, 2018 by and between the City of Davis, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 23 Russell Boulevard, Davis, CA 95616 ("City"), and Fehr and Peers, a corporation with its principal place of business at 100 Pringle Avenue, Suite 600, Walnut Creek, CA 94596 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project: An access and connections study of the Davis Amtrak Station (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$282,390. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

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4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance immediately following execution of this Agreement by the parties. Consultant shall complete the services required hereunder on or before February 28, 2020. See Exhibit C for a more detailed "Preliminary Activity Schedule."

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

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9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

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(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

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d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

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g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted

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to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Living Wage Ordinance.

a. Consultant agrees to comply with Davis Municipal Code Chapter 15.20, the City of Davis Living Wage Ordinance. If Consultant employs six (6) or more employees, and receives \$25,000 or more from the City pursuant to this Agreement and any other contracts with the City during a twelve month period, Consultant shall be required to provide all employees

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eligible under Chapter 15.20 with the minimum compensation set forth in Davis Municipal Code Section 15.20.060 during the term of this Agreement.

b. Prior to commencement of any work under this Agreement, Consultant and all subconsultants that are subject to the requirements of Chapter 15.20 will provide certification in a form satisfactory to the City that Consultant and subconsultants are providing all eligible employees the minimum compensation required pursuant to Davis Municipal Code Section 15.20.060. Additionally, prior to commencement of any work, Consultant shall notify in writing all employees that are eligible for minimum compensation of their rights under Chapter 15.20.

c. Consultant shall maintain all records and documents necessary to establish whether Consultant is subject to Chapter 15.20. If Consultant is subject to the requirements of Chapter 15.20, Consultant shall further be required to maintain monthly records of Consultant's employees, including records showing the hourly rate paid to each employee, the amount paid by Consultant for health benefits, if any, and the amount of days off provided per year for sick leave, vacation, or personal necessity. The records described in this subsection shall be made available to the City upon request. The failure to produce these records within three (3) business days following request by the City shall be a default under this Agreement.

d. Consultant shall include the requirements of Chapter 15.20 in any and all agreements with subconsultants hired to provide services pursuant to this Agreement. Any and all subconsultants retained by Consultant to provide services pursuant to this Agreement that employ six or more employees and receive \$25,000 or more for services provided to the City pursuant to this and any other City contracts during a 12-month period shall be required to comply with the terms of Chapter 15.20. Failure by a subconsultant subject to the requirements of Chapter 15.20 to comply with the terms of Chapter 15.20 shall constitute a default of the Consultant under this Agreement.

16. Use of Recycled Paper. Consultant shall comply with the City's policy on the use of recycled paper, as set forth in Exhibit "D" of this Agreement.

17. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in Exhibit A, which are deemed to be a part of this Agreement.

18. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

19. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and

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specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

20. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

21. Organization

Consultant shall assign Adrian Engel as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

22. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

23. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

Attn: Ginger Hashimoto
Administrative Analyst, City Manager's Office
City of Davis
23 Russell Boulevard, Suite 1
Davis, CA 95616

CONSULTANT:

Attn: Adrian Engel
Project Manager
Fehr and Peers
1001 K Street, Third Floor
Sacramento, CA 95814

and shall be effective upon receipt thereof.

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24. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

25. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

27. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

28. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

29. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

30. Time of Essence

Time is of the essence for each and every provision of this Agreement.

31. City's Right to Employ Other Consultants

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City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

32. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

33. Interest of Subconsultants.

Consultant further covenants that, in the performance of this Agreement, no subconsultant or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided City with a list of all subconsultants and the key personnel for such subconsultants that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the City in affirming compliance with this Section

34. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

*City of Davis—Professional Services Agreement with Fehr and Peers
Davis Amtrak Station Access and Connections Study
June 2018 through February 2020*

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DAVIS
AND FEHR AND PEERS**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF DAVIS

FEHR AND PEERS

By: _____

Michael Webb
City Manager, City of Davis

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

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Davis Amtrak Station Access and Connections Study
June 2018 through February 2020*

EXHIBIT A

Scope of Services

The Davis Amtrak Station Access and Connections Study will provide the data, analysis, and information necessary to identify the best long-term plan for the existing deficiencies at the Davis Amtrak Station. The team also will conduct the public outreach, operational, site evaluation and financial analysis necessary to determine the scope and location for access and site enhancements. The plan will identify safe and efficient automobile, including Transportation Network Companies (TNC), transit, pedestrian, and bicycle access to the passenger rail station to reduce growing VMT on Interstate 80 and transportation-related greenhouse gas emissions and provide a potential mixed-use, infill economic development opportunity.

1. Data Collection and Existing Conditions Analysis

Task 1.1 Review Background Documents

- Review the current planning documents involving the Amtrak Station site, including but not limited to the Davis General Plan, UC Davis Long Range Development Plan, Downtown Parking Management Plan, Core Area Specific Plan, Richards Boulevard – Olive Drive Corridor Study.
- Compile best practices and lessons learned of mobility hubs and rail stations from other cities.
- Identify how proposed developments near the site can benefit from multimodal station enhancements as a result of the improved access.
- Attend up to eight (12) project team meetings or team conference calls with City Staff.

Task 1.2 Field Review of Site

- Conduct a field review of the project area along with representatives from Caltrans, Capitol Corridor JPA, the California Public Utilities Commission, Union Pacific, SACOG, and representatives from local stakeholders to observe the site's existing amenities, challenges, and constraints.

Task 1.3 Data Collection and Base Mapping

- Compile project area mapping using the City's Geographic Information Systems (GIS) database, for use in analyses, presentations, and draft and final documents. The City will utilize existing GIS data, along with supplemental data when required. Maps will include, but not be limited to, the following data:
 - Land use/zoning, housing, retail and office space;
 - Socio-economic, geographic, and demographic data;
 - Safety statistics, including traffic collisions and police incident reports;

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- Existing/proposed surface transportation networks, including transit, bicycle and pedestrian;
- Ridership data related to local transit providers, such as Unitrans, Yolobus, and Amtrak Capitol Corridor.

Mark Thomas will gather background data for the project including collecting available as-built documents for the station and railroad facilities in the project area. Mark Thomas will request information from PG&E, telecommunications companies and Kinder Morgan for underground facilities. Additional research will be conducted to identify planned private development and capital improvement projects near the Station.

Base mapping will be prepared and consist of a compilation of available aerial photos, record documents and field measurements as required for concept development. The map will include City-owned utilities and aerial facilities based from the City's GIS database and show the general location of trees with a diameter at breast height (DBH) greater than six inches that have the potential to be removed. No topographic field survey is anticipated for this task.

Task 1.4 Existing Conditions Analysis

- Review the current traffic operations at the project site, the downtown core, and the I-80 Richards Boulevard exit based on existing traffic operations studies and other available resources.
- Identify Amtrak ridership, site access choices, and parking demand based on existing Amtrak and City data.
- Identify whether people are originating or ending their trips in Davis.
- Identify conditions that limit potential site changes based on existing neighboring land uses, known utility conflicts, or CPUC and UP requirements.

Mark Thomas will meet with Union Pacific Railroad (UPRR) to discuss specific design opportunities and constraints. The meeting will focus on the detailed concepts for site modifications and access improvements such as creating a new pedestrian crossing to access the Amtrak Station from the neighborhood to the northeast and a new parking garage in the parking lot area. It is assumed that proposed access improvements will not impact the existing UPRR tracks, station platform, or Davis Amtrak Station building.

Task	Deliverable
1.1	<i>Background Documents Summary</i>
1.2	<i>Field Review Notes</i>
1.3	<i>Base Mapping and Data Summary</i>
1.4	<i>Existing Conditions Chapter</i>

2. Public Engagement

Task 2.1 Project Stakeholder Meetings

- Develop and implement an outreach plan that will engage the public and interested stakeholders to determine support for station improvements and demand for access to passenger rail service. The City and Consultants will solicit a diverse set of stakeholders, regarding the opportunity to participate in a stakeholder advisory committee for a minimum of three meetings. In addition to project stakeholders, the group will also represent diverse communities including varied socio-economic groups, community-based organizations, and local agencies active in the project area that may include:
 - Capitol Corridor Joint Powers Authority
 - Davis Downtown;
 - Davis Chamber of Commerce;
 - Old East Davis Neighborhood Association;
 - University of California, Davis;
 - Unitrans;
 - Yolo County Transit District;
 - Visit Yolo;
 - Sacramento Area Council of Governments.

AIM will work with the City of Davis and the project team to develop and maintain a stakeholder database throughout the project's duration, building upon the contacts identified through other City of Davis projects including Mace Ranch Innovation Centers, Nishi Gateway and the Downtown Davis Plan.

AIM will coordinate and facilitate a series of three stakeholder advisory committee (SAC) meetings, including agenda development, facilitation, and meeting summary development.

- *SAC Meeting #1: On-Site Walking Tour – Field Review*
- *SAC Meeting #2: Review results of the existing conditions analysis, transportation analysis, site analysis, economic impact study.*
- *SAC Meeting #3: Review the draft Station Access and Connections Study.*

The City of Davis will be responsible for any costs associated with securing the public meeting venues.

Task 2.2 User Surveys

- Utilize various methods of outreach that may include, but are not limited to, intercept surveys of rail passengers currently using the Capitol Corridor Amtrak service, online

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surveys of commuters using the Interstate 80 corridor, email polling of UC Davis students, and community feedback surveys at public engagement events.

The team will develop a series of interactive online engagement opportunities, which may include a multitude of short online questionnaires and surveys. Online engagements will provide an opportunity for the project team “test” concepts and ideas, as well as solicit feedback on conceptual site features.

AIM will coordinate with existing public engagement events, the Capitol Corridor rail service, and UC Davis to ensure the public and rail passengers are informed and able to provide input. Hard copies of the online engagement tool will be provided to the City to promote during booth events, as well as on the Capitol Corridor Amtrak Service and at the UC Davis campus.

AIM will build awareness and education using fact-based infographics, as well as other social media posts. AIM will leverage existing community leaders’ and community-based organizations’ to share the social media posts.

Task 2.3 Pop-up Engagement Events

- Create a traveling engagement toolbox to engage the public at existing civic events at locations such as the Davis Amtrak station, downtown Davis, the Davis Farmers Market and UC Davis student fairs.

The outreach toolbox may include, but is not limited to, communication collateral, questionnaires, public engagement exercises and displays to inform the process at key milestones, a feedback form, a template for sign-in sheets and a summary report, as well as instructions on how to engage the public. AIM will develop and coordinate logistics for pop-up workshops at existing civic events in the City of Davis to engage community members where they are already located.

Task 2.4 Community Workshops

- Introduce the project to the public, define the purpose and scope of the project, inform the public of opportunities to provide input on development of the project, and provide vetting for conceptual plans of the improvements to the site. There will be a minimum of two public workshops.

Community Workshop #1: Introduce the project, collaboratively evaluate the existing conditions, and identify potential opportunities and challenges with the Davis Amtrak Station, as well as barriers to multimodal travel.

Community Workshop #2: Review the draft Station Access and Connections Study. Present and gather input on individual elements of the draft study including, but not

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limited to multi-modal access routes, proposed safety enhancements, and site improvements.

The City of Davis will be responsible for any costs associated with securing the public meeting venues.

Task	Deliverable
2.1	<i>Outreach Plan, Stakeholder Meeting Summary</i>
2.2	<i>Survey and Survey Results Summary</i>
2.3	<i>Traveling Workshop Toolbox Materials</i>
2.4	<i>Public Workshop Summaries</i>

3. Transportation Analysis

Task 3.1 First / Last Mile Access Assessment

- Assess how passenger rail riders are accessing the station. Identify the multimodal options for walking, biking, taking transit, using Transportation Network Companies (TNC) like Uber and Lyft, or driving and parking. Estimate the capacity of each mode and identify limiting factors, such as pedestrian accessibility, bike parking, TNC drop off areas, bus stops, and surface parking. Evaluate strategies for parking management and pricing. Identify capacity enhancements for underserved modes and identify access improvements to the station area. Evaluate results-to-date from the City's SACOG Civic Lab project.

Fehr & Peers will utilize their Future of Parking Scenario Evaluator that tries to understand the future parking and curbside demand of the site with consideration for the changing transportation technology. This includes looking at existing and proposed land use allocations in downtown or the site itself and future automobile mix, which may include autonomous vehicles, transportation network companies and traditional single occupancy vehicles.

Task 3.2 Regional Transportation Impact

- Assess traffic volumes and passenger rail service changes from station enhancements. Estimate demand scenarios that measure how automobile traffic on Interstate 80 and surrounding regional roadways may be affected by enhancements that increase ridership at the Davis Amtrak station, specifically identifying whether or not the station enhancements will reduce Vehicle Miles Traveled (VMT) and result in positive environmental and air quality effects.

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Fehr & Peers will use the Inrix GPS Data provided by StreetLight Data to build off of the work completed for the Downtown Davis Plan. This data provides the ability to define a geographic system within Davis to track the movement of vehicles between local and regional origins and destinations. Trips originating and terminating in each zone could be quantified and linked, providing for example, the number of vehicle trips between the station parking lot and Sacramento County, or the surrounding residential communities that may be making short vehicular trips that could be replaced by another mode. The data would help quantify the number of trips that start and stop near the Amtrak Station, allowing for the determination of the percentage of trips on Interstate 80 influenced by increased transit access and availability. This analysis can help understand travel behavior but also estimate impacts such as green house gasses (GHG) and increases in vehicles miles traveled (VMT).

Task 3.3 Housing Analysis

- Identify all planned and existing housing, including mobile home parks, within a five-mile radius of the station. Examine how housing trends such as housing demand, housing density, and the availability of developable land can inform station enhancements and transportation improvements. An important resource for this analysis will be the City's annual housing element progress report.
- Evaluate potential impacts of station changes to residents. This component may include impacts such as lower commute times, but also higher property values, which could inadvertently displace existing residents and impose a disparate impact on low-income persons.

BAE will conduct analysis to document local housing market conditions and trends, including market rate rents/sales prices, vacancy rates, and trends in density of recently proposed residential projects and the types of projects (e.g., student-oriented, workforce-oriented, senior-oriented, etc.). BAE will analyze how recent trends, projected population growth, and key factors such as limited residential land availability can inform potential station enhancements and transportation improvements.

Task	Deliverable
3.1	<i>Site Access Summary and Recommendations</i>
3.2	<i>Regional Transportation Impact Summary</i>
3.3	<i>Housing Analysis Summary</i>

4. Site Analysis

Task 4.1 Land Use Study

- Building from the Davis General Plan and Core Area Plan, identify development scenarios of various land use schemes that could be implemented at the Davis Amtrak

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station site to enhance user experience, draw additional riders, activate the site, and create economic development opportunities.

Task 4.2 Conceptual Site Layouts

- Create conceptual site layouts (up to three) of land use scenarios that highlight improvements to the site related to multimodal access, transit and TNC interface areas, bicycle and pedestrian enhancements, building footprints, and surface or parking opportunities. The conceptual plans should be detailed enough to solicit stakeholder and public feedback and to create planning-level cost estimates.

Task 4.3 Economic Impact Study

- Based on the conceptual site layouts in Task 4.2, assess the local and regional economic impact of the site enhancements. Evaluate how the station site supports economic development, such as job generation, retail and service opportunities, housing opportunities, and public facilities construction.

BAE will prepare a quantitative and qualitative assessment of the economic impacts of the proposed site enhancements. The qualitative analysis will focus on analyzing how proposed improvements to the station site will address local economic development opportunities such as job generation, retail and service opportunities, housing opportunities, and public facilities construction. BAE will also conduct a quantitative assessment of potential direct, indirect, and induced economic impacts of new retail, office, and/or housing development that could be included in the station area enhancements, using the IMPLAN input-output model.

Task	Deliverable
4.1	<i>Land Use Scenarios Overview</i>
4.2	<i>Conceptual Site Layouts</i>
4.3	<i>Economic Impact Chapter</i>

5. Performance Measures and Cost Estimates

Task 5.1: Develop Station Enhancement Performance Measures

- Develop performance measures and prioritization criteria to create a matrix of factors considered in selecting enhancements for the station site. These factors include removing barriers to safe, efficient, multimodal travel with consideration for people with special needs and economically disadvantaged populations.

Task 5.2: Evaluate Station Access and Site Enhancements

- Utilizing the performance measures and prioritization matrix, evaluate the initial list of enhancements to prioritize enhancements to increase multimodal access, enhance passenger rail ridership, and create economic development activities.

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Task 5.3: Develop Planning Level Cost Estimates

- Complete planning level cost estimates for implementation of the priority station enhancements. Individual cost estimates for the access improvements, site amenities, and station redevelopment will be developed, if necessary.

Task	Deliverable
5.1	<i>Performance Measures</i>
5.2	<i>Site Evaluation</i>
5.3	<i>Planning Level Cost Estimates</i>

6. Draft and Finalize the Davis Amtrak Station Access and Connections Study

Task 6.1 Draft Station Access and Connections Study

- Based on the work completed in Task 1 through Task 5, prepare a draft study. Prior to finalizing the draft study, individual elements of the draft study will be presented to the public at the second Public Workshop and to the stakeholder advisory group for public comment. Comments will be addressed in the draft study. The draft will also identify funding strategies for recommended improvements and will include a project implementation plan.
- Present draft study at the Davis Bicycle, Transportation, and Street Safety Commission (BTSSC), Planning Commission, and City Council.
- Present draft study to other Boards and Agencies, such as the Capitol Corridor JPA Board.

Task 6.2 Final Access and Connections Study

- Complete final study that addresses the comments provided by the City Council and other Agencies and Boards.
- Submit four hard copies and four electronic copies of the final study to the City for delivery to Caltrans. On the cover of the study, the City will credit the financial contribution of the SB 1 Sustainable Transportation Planning Grant Program and Caltrans.
- Present final study at the Davis City Council for acceptance.

Task	Deliverable
6.1	<i>Draft Study, Presentation Materials, Meeting Summaries</i>
6.2	<i>Final Study (6 hard copies, electronic submittal)</i>

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EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract. A preliminary fee schedule is featured below.

Task	Total Cost
Task 1: Data Collection and Existing Conditions Analysis	\$51,033.36
Task 1.1: Review Background Documents	\$15,346.00
Task 1.2: Field Review of Site	\$6,482.00
Task 1.3: Data Collection and Base Mapping	\$21,273.36
Task 1.4: Existing Conditions Analysis	\$7,932.00
Task 2: Public Engagement	\$71,163.05
Task 2.1: Project Stakeholder Meetings	\$18,055.99
Task 2.2: User Surveys	\$14,788.56
Task 2.3: Pop-up Engagement Events	\$12,612.28
Task 2.4: Community Workshops	\$25,706.22
Task 3: Transportation Analysis	\$57,051.96
Task 3.1: First/Last mile Access Assessment	\$22,890.00
Task 3.2: Regional Transportation Impact	\$15,290.00
Task 3.3: Housing Analysis	\$18,871.96
Task 4: Site Analysis	\$47,634.12
Task 4.1: Land Use Study	\$10,289.04
Task 4.2: Conceptual Site Layouts	\$22,966.00
Task 4.3: Economic Impact Study	\$14,379.08
Task 5: Performance Measures and Cost Estimates	\$26,751.36
Task 5.1: Develop Station Enhancement Performance Measures	\$11,249.04
Task 5.2: Evaluate Station Access and Site Enhancements	\$8,138.32
Task 5.3: Develop Planning Level Cost Estimates	\$7,364.00
Task 6: Draft and Finalize the Davis Amtrak Access and Connections Study	\$24,100.00
Task 6.1: Draft Station Access and Connections Study	\$17,930.00
Task 6.2: Final Station Access and Connections Study	\$6,170.00
Labor Cost	\$277,733.85
Big Data	\$2,000.00
Other Direct Cost (Travel, Printing, Reprographics, Phone, etc.)	\$2,550.00
Total Cost	\$282,283.85

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EXHIBIT C

Preliminary Activity Schedule

	Fiscal Year 2017/18						FY 2018/19						FY 2019/20												
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	
Project Initiation																									
Project Kick-off Meeting																									
RFP for Consultant Services																									
Project Management and Coordination																									
Data Collection and Existing Conditions																									
Review Background Documents																									
Field Review of Site																									
Data Collection and Base Mapping																									
Existing Conditions Analysis																									
Public Engagement																									
Project Stakeholder Meetings																									
User Surveys																									
Pop-up Engagement Events																									
Community Workshops																									
Transportation and Housing Analysis																									
First / Last Mile Access Assessment																									
Regional Transportation Impact																									
Housing Analysis																									
Site Analysis																									
Land Use Study																									
Conceptual Site Layouts																									
Economic Impact Study																									
Performance Measures and Cost																									
Develop Station Enhancement																									
Performance Measures																									
Evaluate Station Access and Site Enhancements																									
Develop Planning Level Cost Estimates																									
7. Draft and Finalize the Davis Amtrak Station Access and Connections Study																									
Draft Station Access and Connections Study																									
Final Davis Amtrak Station Access and Connections Study																									

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EXHIBIT D
Use of Recycled Paper

All paper used for any reports that are required to be submitted under this Agreement shall be produced on recycled paper conforming to the minimum content standards as specified herein. All such reports shall have the front cover labeled in such a way as to clearly identify that the report was produced on recycled paper. Where practicable, the pages of all such reports shall be produced double-sided.

Definitions.

Postconsumer Material means only those paper products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid wastes for the purpose of collection, recycling, and disposition.

Recovered Paper Material means paper waste generated after the completion of a papermaking process, such as postconsumer materials, envelope cuttings, bindery trimmings, printing wastes, cutting and other converting wastes, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous wastes generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residues such as bark.

Minimum Content Standard. The following categories of paper must contain the minimum percentages of material listed under both “Recovered Material” and “Postconsumer Material” included within the total “Recovered Material” percentage. When utilizing a category of paper not listed below, the paper shall contain the highest percentage of recycled paper available.

Article I. Paper Category	Article II. Minimum Percentage of “Recovered Material”	Article III. Minimum Percentage of “Postconsumer Material”
Article IV. High-speed Xerographic	Article V. 50	Article VI. 10
Article VII. Bond Paper	Article VIII. 50	Article IX. 10
Article X. Cover Stock	Article XI. 50	Article XII. 10
Article XIII. Envelopes	Article XIV. 50	Article XV. 10