City of Palo Alto
City Council Staff Report

(ID # 4948)

Report Type: Consent Calendar **Meeting Date: 10/27/2014**

Council Priority: Land Use and Transportation Planning

Summary Title: Approval of Contracts, CIP & BAO for Palo Alto Airport Rehabilitation Projects

Title: Approval of Contract with Graham Contractors, Inc. in the Amount of $445,586 for Palo Alto Airport Runway and Taxiway Rehabilitation Project AP-15003; Approval of Contract for a Five Year Term with Mead & Hunt in the Amount Not to Exceed $250,000 for On-Call Consulting Services; Approval of Contract for a Five Year Term with C&S Engineers, Inc. for On-Call Consulting Services in the Amount Not to Exceed $250,000; Adoption of a Budget Amendment Ordinance to Adopt and Fund Capital Improvement Program Project AP-15003 in the Amount of $540,000 and to Defund and Close Capital Improvement Program Project AP-15001 Temporary Airport Terminal Resulting in Savings of $180,000; and Allocate Funds in the Amount of $40,000 to the Airport Enterprise Fund Operating Budget to Fund the Cost of Repairs to Palo Alto Airport Terminal

From: City Manager

Lead Department: Public Works

Recommendation
Staff recommends that Council:

1. Approve, and authorize the City Manager or his designee to execute, the attached contract with Graham Contractors, Inc. (Attachment A) in the Amount of $445,586 for the Palo Alto Airport Runway and Taxiway Rehabilitation Project AP-15003;
2. Authorize the City Manager or his designee to negotiate and execute one or more change orders to the contract with Graham Contractors, Inc. for related,

additional but unforeseen work which may develop during the project, the total value of which shall not exceed $44,558;

3. Approve, and authorize the City Manager or his designee to execute, the attached contract with Mead & Hunt, Inc. (Attachment B) in the amount not to exceed $250,000 for on-call consulting services for a term of five years;
4. Approve, and authorize the City Manager or his designee to execute, the attached contract with C & S Engineers, Inc. (Attachment C) for on-call consulting services in the amount not to exceed $250,000 for a term of five years; and
5. Adopt a Budget Amendment Ordinance to adopt and fund Capital Improvement Program Project AP-15003 Runway and Taxiway Rehabilitation in the amount of $540,000 offset by reimbursements from the Federal Aviation Administration and the County of Santa Clara, and to defund Capital Improvement Program Project AP-15001 Temporary Airport Terminal ($180,000), and transfer funds in the amount of $40,000 to the Airport Enterprise Fund operating budget to fund cost of repairs to the Palo Alto Airport Terminal (Attachment D).

Executive Summary

On August 11, 2014, Council approved the transfer of operations at the Palo Alto Airport (PAO) from the County of Santa Clara (County) to the City of Palo Alto (City), Staff Report #4723. On September 17, 2014, the Federal Aviation Administration (FAA) approved the transfer identifying the City as the PAO sponsor resulting in the City's eligibility to receive federal grant funding from the FAA for Capital Improvement Program projects (CIP). On August 18, 2014, Council approved a resolution authorizing the submittal of a grant application for repairs of PAO runway and taxiways, Staff Report #4947, and subsequently a grant in the amount of $500,027 was approved by the FAA.

The FAA will fund 90% of the project costs up to a maximum reimbursement of $500,027. A local match obligates the City to pay the remaining 10%, however, as part of the Termination Assignment and Assumption Agreement approved by Council on August 11, the County is responsible for paying the 10% local match up to a maximum of $61,000. The total project budget is estimated to be $540,000, which is well under the total amount available for reimbursement from the FAA and County. Construction will take place in the fall 2014 and will take approximately two weeks. Once the work is completed, staff will submit an

invoice with the closeout documents to the FAA; reimbursement from both the FAA and the County would be received during FY 2015.

Due the uncertainty of the transfer from the County, the need for a loan from the General Fund and the absence of grant funding, staff did not include a CIP project for the runway and taxiways in the FY 2015 budget. Staff is requesting approval of a Budget Amendment Ordinance (BAO) to establish and fund a runway and taxiways CIP to be reimbursed by the FAA and County.

As part of grant eligibility the FAA requires that the City conduct a consultant selection process that preapproves consultants for five years. Airport sponsors must use qualifications-based selection procedures, omitting proposed fees, in the selection and engagement of consultants. Staff solicited and chose two consultants, Mead and Hunt and C&S Engineers to provide a variety of design, construction administration, environmental studies and other planning functions as required for FAA Airport CIPs and received FAA acceptance.

In the FY 2015 budget process staff included the Temporary Airport Terminal CIP project AP-15001, in the amount of $180,000, to replace the terminal "in-kind" due to the trailer's poor condition and as it is not in an adequate condition to house staff and accommodate airport users. In order to minimize expenditures and with an Airport Master Plan potentially being developed, staff thoroughly explored if it would be more cost-effective to make a number of major repairs providing a safe, healthy and secure office space for staff and airport users. By repairing the roof and adding a foam sealant; repairing the siding; and adding amenities such as new paint, and flooring staff determined that the space would be acceptable for the near term. Staff is requesting the closing-out of the Temporary Terminal CIP and reprogramming $40,000 of the funding to the operating budget to cover these repairs.

Background

On August 11, 2014 Council approved the transfer of operations at the Palo Alto Airport (PAO) from the County of Santa Clara (County) to the City of Palo Alto (City), which was subsequently approved by the FAA on September 17, 2014. The City needed to obtain sponsorship, operation and management of PAO by mid-August in order to qualify to receive federal funding for the urgently needed runway and taxiways improvement project otherwise the project would have

been delayed for a full year. Sponsorship has been obtained and the City has been granted federal funding for the project in the amount of $500,027. Due to a noncompliance matter with the FAA the County was ineligible for FAA grant funding and maintenance of the runway/taxiways had been deferred over past years leaving the area in a deteriorated state. A local match of 10% is required by the FAA grant and was identified as the responsibility of the County in the Termination Assignment and Assumption Agreement up to a maximum of $61,000. The City expected to receive PAO in good condition at the time of transfer and so that the financial responsibility for the impact of the County's deferred maintenance would be minimized, the City and County agreed that the County would be responsible for the grant matching funds resulting in no cost to the City for the project.

Discussion

Now that the airport is under City sponsorship staff is developing a five-year plan to repair and maintain its infrastructure; and identify funding opportunities and strategies so that the PAO is financially self supporting. FAA grants are the primary source of funding for rehabilitation of the airport's infrastructure and adherence to the FAAs project requirements for eligibility is essential.

<u>On-Call Consultant Services</u>

As part of grant eligibility the FAA requires that the City shall conduct a consultant selection process that preapproves consultants for five years. There are two separate and distinct categories of consultant services that are utilized for projects conducted under airport grant programs. The first category is for planning services and the second involves Architectural/Engineering (A/E) services for the design and construction administration/inspection of airport projects. Airport sponsors must use qualifications based selection procedures, omitting proposed fees, in the selection and engagement of consultants. After initial consultant evaluation and selection the proposer(s) then submit their fees. Staff is required to conduct an independent fee review to ensure that fees submitted by the proposer are within current industry thresholds and staff is then free to negotiate costs. As a result of the competitive selection process, the City may award one or more contracts for on-call services. Once consultant(s) selection and negotiations have been completed the Request for Proposal (RFP) with the City's recommended selection is submitted to the FAA for review and acceptance. Staff solicited and chose two consultants, Mead and Hunt and C&S Engineers to

provide a variety of design, construction administration, environmental studies and other planning functions as required for FAA Airport CIPs and received FAA acceptance.

Public Works Department, Airport Division solicited statements of qualifications from qualified firms to provide on-call design, engineering, planning, environmental, construction management and other airport consulting services at PAO. The two on-call contracts, each for an amount not to exceed $250,000 and a term for up to five years, will be subject to Council's approval of funding for individual CIP projects during the five year term. Work will be authorized by issuance of task orders as needed for each service required by the City. The proposed budget for the runway and taxiways project includes funding for construction administration and inspection services.

Runway/Taxiway Project

The most critical project at this point is repair of the airport runway and adjacent taxiways. There are dips and pot holes that are worsening with time and are in need of immediate repair. The PAO includes one runway of approximately 2,400 feet in length, one parallel taxiway of the same length, and four connector taxiways for entering and exiting the runway. The project will address the most hazardous areas of the runway and adjacent shoulders with reconstruction and the entire runway and associated taxiways will receive a slurry seal and new markings/striping. Staff will utilize the proposed consultant services contained within this report to provide construction coordination and supervision commissoning the first task order.

The project will be completed within eight working days and is limited to airport property and existing paved areas. The project will be done in phases and during the traditionally slower times at the airport to minimize inconvenience to the flying community. The first phase will consist of the preparation of the construction areas by removing markings, grinding and other surface preparation. This work will be performed over four nights and the airport will be closed from 6pm until 7am. Once the preparation work is completed the next phase of construction and repaving will take three days. During this time the airport will be completely closed from Monday at 6pm until Friday 7am. The final phase be performed during one night closure (after 30 days of cure time), at which time the final application of pavement markings shall be applied.

Even though the runway and taxiways will be closed, the tower will be staffed and portions of the airport will still be operational for aircraft to taxi from hangers and tie downs to parts of the airport not included in the construction area. Life Flight helicopters will be allowed to land for refueling at the tower's discretion and as an alternative will fly to neighboring airports. City staff will assist PAO based aircraft needing to operate during the construction project by coordinating space at Reid Hillview or South County airports.

Outreach

Staff has conducted outreach and obtained feedback from the FAA's Control Tower staff, Palo Alto Airport Association (PAAA), the Fixed Based Operators, non-aviation businesses on airport property and the flying community which are all supportive of the project. City airport staff will publicize the closures through the Notice to Airmen (NOTAM) as required by the FAA 72 hours prior to the closure. Additional outreach and noticing of actual schedules will be conducted continually upon Councils approval of the project and until the project is complete via posting notices at the site; emailing tenants and airport groups; information on the City website and mailings. Notices will also be sent to neighboring airports.

Project Costs

The project costs are as follows:

Construction (includes contingency)	$ 490,144
Construction Administration (includes additional services)	47,189
Misc. project costs	$ 2,667
Total Project Costs	$ 540,000

Summary of available funding source subject to reimbursement:

Federal Aviation Administration Grant	$ 500,027
Reimbursement from County of Santa Clara	$ 50,002
Total Maximum Reimbursement	$ 550,029

Bid Process

Award of Construction Contract to Graham Construction -

Notices inviting formal bids for the City Hall Remodel Project were posted at City Hall and sent to 23 contractors on July 17, 2014. The bidding period was 19 days. Bids were received from three qualified contractors on August 5, 2014.

Summary of Bid Process

Bid Name/Number	Palo Alto Airport Pavement Rehabilitation of Runway & Taxiways – IFB 15155343
Number of Bid Packages Mailed to Contractors	14
Number of Builder's Exchanges receiving Bid Packages	9
Total Days to Respond to Bid	19
Non Mandatory Pre-Bid Meeting	July 24, 2014
Number of Bids Received:	3
Base Bid Price Range	$445,586 to $481,942

*Bid Summary is Attachment E.

Staff reviewed the bid submitted and recommends that Graham Construction be declared the lowest responsible bidder. Staff recommends that the City award the bid to Graham Construction in a total contract award amount of $445,586.

The base bid is approximately 7% below the construction cost estimate for the scope of work included. A contingency amount of $44,558 equal to 10 percent of the total contract is requested for unforeseen conditions which may be discovered during construction.

Staff confirmed with the Contractor's State License Board that the contractor has an active license on file. Staff checked references supplied by the contractor for previous work performed and found that their projects were similar to this project and were completed to the satisfaction other agencies.

Award of On Call Solicitation

On July 17, 2014 a notice for Request for Proposals for on call consultant services was posted to the City's website and was sent to 8 design firms. Proposals were received from three firms on August 14, 2014.

Summary of Solicitation Process

Proposal Title/Number	On-Call Design, Engineering, Planning, Environmental, Construction Management and Other Airport Consulting Services for the Palo Alto Airport (PAO)/RFQ 155208
Proposed Length of Project	Multiple not to exceed five years
Number of Proposals mailed &/or emailed	8
Total Days to Respond to Proposal	28
Pre-proposal Meeting Date	NA
Number of Company Attendees at Pre-proposal Meeting	NA
Number of Proposals Received:	3
Number of Companies Interviewed	NA
Range of Proposal Amounts Submitted	N/A – Per FAA grant process, qualification based

Evaluation of Proposals

An evaluation committee consisting of four staff from the Public Works Department and a member of San Mateo County Airport Management reviewed the three proposals. The committee carefully reviewed each firm's qualifications and submittal in response to the criteria identified in the RFP. The criteria used to evaluate the proposing firms included: experience of the team with similar airport planning, and design/engineering projects, AIP-funded projects, and applicable FAA Advisory Circulars; the team's experience with environmental analysis and documentation; grant management and construction management for similar airport projects; qualifications and specific experience of key team members, including knowledge and experience of key team members with unique local conditions; satisfaction of previous clients, with particular attention to completion of past projects on time and within budget; and schedule and capacity to provide qualified personnel. The City reserves the right to award by item, group of items, or total proposed items, and to award more than one contract at its sole discretion, to the most responsive and responsible bidder(s).

The committee chose Mead & Hunt and C&S Engineers to provide on-call services based on the criteria identified in the RFP. The third consultant was not chosen based on their limited experience with General Aviation airports.

Airport Terminal Repairs

The deferred maintenance at the airport also includes the Airport Terminal Building. The terminal building is a single-wide trailer that houses a small office for airport staff; a reception/sitting area for transient pilots, members of the airport user groups and other airport customers; a storage room for supplies used in airport operations; and public restrooms. The roof has obvious holes and evidence of water leakage can be seen on the walls and floors. Initially staff recommended replacing the trailer "in kind" however in an effort to minimize expenditures explored sealing the roof to stop water from entering the structure, repair damaged walls, replace the flooring throughout and paint. Staff expects this work not to exceed $40,000 and recommends closing CIP AP-15001, Temporary Airport Terminal, increasing the operating budget to cover the cost of repairs and returning the balance to the Airport Enterprise Fund for a net savings of $140,000.

Timeline

Award of construction contract	October 27, 2014
Notice to Proceed	November 2014
Start of construction	November 2014

Resource Impact

A Budget Amendment Ordinance (BAO) is needed to establish and fund the Palo Alto Airport Runway and Taxiways Rehabilitation Project AP-15003 in the total amount of $540,000, with the FAA reimbursing up to $500,027, or 90%, of the project's costs. The Termination Assignment and Assumption Agreement agreement with the County of Santa Clara includes an allowance of up to $61,000, which would pay for the 10% local match portion of the grant for maintenance and repair work to the Airport taxiways and runways. With a projected cost of $540,000 for the project, including the ten percent contingency, and a grant from the FAA in the amount of $500,027, at this time it is only anticipated that the County of Santa Clara will need to reimburse the City $39,973. Should the cost of the project increase above $540,000, the City will seek additional funds from the FAA and additional local match funds from the County up to the total amount of

$61,000. Reimbursement for the total project costs will occur within FY 2015 resulting in a net zero impact to the Airport Fund. Upon completion of construction and warranty period the project will be defunded and any unspent budget returned to Airport Fund reserves.

Additionally, staff is requesting closing and defunding $180,000 from CIP project AP-15001, Temporary Airport Terminal, and reprogramming $40,000 to the Airport Fund operating budget for repairs needed to retain the terminal trailer on the airport site.

Environmental Review

The FAA issued a Category Exclusion (CATEX) for rehabilitation of the runway and taxiways as it relates to the National Environmental Policy Act (NEPA) in 2011. This proposed rehabilitation project is considered as minor alterations and repairs to existing facilities and is categorically exempt from the California Environmental Quality Act (CEQA) section 15301 guidelines.

Policy Implications

This grant program is consistent with two of the City Council's 2014 top 3 priorities: 1) Comprehensive planning and action on land use and transportation; and 2) Infrastructure Strategy and Funding.

Attachments:

- Graham Contractors, Inc._Contract (PDF)
- C15155208B Mead and Hunt_Signed Contract (PDF)
- C15155208A C & S Engineers, Inc._Signed Contract (PDF)
- BAO - Airport Runway and Taxi and CIP defunding (DOC)
- IFB 155343 Bid Summary (PDF)

CONSTRUCTION CONTRACT

Contract No. C15155343

City of Palo Alto

"Pavement Rehabilitation of Runway 13-31 and Taxiways" Project

CONSTRUCTION CONTRACT
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CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT entered into on 27th October 2014 ("Execution Date") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and GRAHAM CONTRACTORS, INC. ("Contractor"), is made with reference to the following:

R E C I T A L S:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California, Contractor's License Number 315789. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract.

C. On July 27, 2014, City issued an Invitation for Bids (IFB) to contractors for the Pavement Rehabilitation of Runway 13-31 and Taxiways ("Project"). In response to the IFB, Contractor submitted a Bid.

D. City and Contractor desire to enter into this Construction Contract for the Project, and other services as identified in the Contract Documents for the Project upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1 INCORPORATION OF RECITALS AND DEFINITIONS.

1.1 Recitals.

All of the recitals are incorporated herein by reference.

1.2 Definitions.

Capitalized terms shall have the meanings set forth in this Construction Contract and/or in the General Conditions. If there is a conflict between the definitions in this Construction Contract and in the General Conditions, the definitions in this Construction Contract shall prevail.

SECTION 2 THE PROJECT.

The Project is the Pavement Rehabilitation of Runway 13-31 and Taxiways Project, located at Palo Alto Airport, 1925 Embarcadero Road, Palo Alto, CA 94303 ("Project").

SECTION 3 THE CONTRACT DOCUMENTS.

3.1 List of Documents.

The Contract Documents (sometimes collectively referred to as "Agreement" or "Bid Documents") consist of the following documents which are on file with the Purchasing Division and are hereby incorporated by reference.

1) Change Orders
2) Field Orders
3) Contract
4) Bidding Addenda
5) Special Provisions
6) General Conditions
7) Project Plans and Drawings
8) Technical Specifications
9) Instructions to Bidders
10) Invitation for Bids
11) Contractor's Bid/Non-Collusion Affidavit
12) Reports listed in the Contract Documents
13) Public Works Department's Standard Drawings and Specifications (most current version at time of Bid)
14) Utilities Department's Water, Gas, Wastewater, Electric Utilities Standards (most current version at time of Bid)
15) City of Palo Alto Traffic Control Requirements
16) City of Palo Alto Truck Route Map and Regulations
17) Notice Inviting Pre-Qualification Statements, Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable)
18) Performance and Payment Bonds

3.2 Order of Precedence.

For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City

shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

SECTION 4 CONTRACTOR'S DUTY.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

SECTION 5 PROJECT TEAM.

In addition to Contractor, City has retained, or may retain, consultants and contractors to provide professional and technical consultation for the design and construction of the Project. The Contract requires that Contractor operate efficiently, effectively and cooperatively with City as well as all other members of the Project Team and other contractors retained by City to construct other portions of the Project.

SECTION 6 TIME OF COMPLETION.

6.1 Time Is of Essence.
Time is of the essence with respect to all time limits set forth in the Contract Documents.

6.2 Commencement of Work.
Contractor shall commence the Work on the date specified in City's Notice to Proceed.

6.3 Contract Time.
Work hereunder shall begin on the date specified on the City's Notice to Proceed and shall be completed within eighteen calendar days (18) after the commencement date specified in City's Notice to Proceed.

By executing this Construction Contract, Contractor expressly waives any claim for delayed early completion.

6.4 Liquidated Damages.

Pursuant to Government Code Section 53069.85, if Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time, including any approved extensions thereto, City may assess liquidated damages on a daily basis for each day of Unexcused Delay in achieving Substantial Completion, based on the amount of Five Hundred dollars ($500) per day, or as otherwise specified in the Special Provisions. Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Substantial Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer by delay in completion of the Work. The City is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, City is entitled to recover the balance from Contractor or its sureties. Occupancy or use of the Project in whole or in part prior to Substantial Completion, shall not operate as a waiver of City's right to assess liquidated damages.

6.4.1 Other Remedies.

City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason other than Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time.

6.5 Adjustments to Contract Time.

The Contract Time may only be adjusted for time extensions approved by City and memorialized in a Change Order approved in accordance with the requirements of the Contract Documents.

SECTION 7 COMPENSATION TO CONTRACTOR.

7.1 Contract Sum.

Contractor shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents the Contract Sum of Four Hundred Forty Five Thousand Five Hundred Eighty Six Dollars ($445,586.00).

7.2 Full Compensation.

The Contract Sum shall be full compensation to Contractor for all Work provided by Contractor and, except as otherwise expressly permitted by the terms of the Contract Documents, shall cover all Losses arising out of the nature of the Work or from the acts of the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by City, all risks connected with the Work, and any and all expenses incurred due to suspension or discontinuance of the Work, except as expressly provided herein. The Contract Sum may only be adjusted for Change Orders approved in accordance with the requirements of the Contract Documents.

SECTION 8 **STANDARD OF CARE.**

Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

SECTION 9 **INDEMNIFICATION.**

9.1 Hold Harmless.

To the fullest extent allowed by law, Contractor will defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter individually referred to as an "Indemnitee" and collectively referred to as "Indemnitees"), through legal counsel acceptable to City, from and against any and liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. Contractor shall pay City for any costs City incurs to enforce this provision. Except as provided in Section 9.2 below, nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnitee.

Pursuant to Public Contract Code Section 9201, City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

9.2 Survival.

The provisions of Section 9 shall survive the termination of this Construction Contract.

SECTION 10 **NONDISCRIMINATION.**

As set forth in Palo Alto Municipal Code section 2.30.510, Contractor certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. Contractor acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and will comply with all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 11 **INSURANCE AND BONDS.**

Within ten (10) business days following issuance of the Notice of Award, Contractor shall provide City with evidence that it has obtained insurance and shall submit Performance and Payment Bonds satisfying all requirements in Article 11 of the General Conditions.

SECTION 12 **PROHIBITION AGAINST TRANSFERS.**

City is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its Subcontractors set forth in Contractor's Bid. Accordingly, Contractor shall not assign, hypothecate or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent shall be null and void, and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the City.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if the Contractor is a partnership or joint venture or syndicate or co-tenancy shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

SECTION 13 **NOTICES.**

13.1 Method of Notice.

All notices, demands, requests or approvals to be given under this Construction Contract shall be given in writing and shall be deemed served on the earlier of the following:

(i) On the date delivered if delivered personally;

(ii) On the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;

(iii) On the date sent if sent by facsimile transmission;

(iv) On the date sent if delivered by electronic mail; or

(v) On the date it is accepted or rejected if sent by certified mail.

13.2 Notice Recipients.

All notices, demands or requests (including, without limitation, Change Order Requests and Claims) from Contractor to City shall include the Project name and the number of this Construction Contract and shall be addressed to City at:

To City: City of Palo Alto
City Clerk
250 Hamilton Avenue
P.O. Box 10250
Palo Alto, CA 94303

Copy to: ☒ City of Palo Alto
Public Works Administration/PAO Division
250 Hamilton Avenue
Palo Alto, CA 94301
Attn: Andy Swanson

AND

☐ City of Palo Alto
Utilities Engineering
250 Hamilton Avenue
Palo Alto, CA 94301

Attn:

In addition, copies of all Claims by Contractor under this Construction Contract shall be provided to the following:

Palo Alto City Attorney's Office
250 Hamilton Avenue
P.O. Box 10250
Palo Alto, California 94303

All Claims shall be delivered personally or sent by certified mail.

All notices, demands, requests or approvals from City to Contractor shall be addressed to:

Graham Contractors, Inc.
David Graham
860 Lonus Street
San Jose, CA 95126

13.3 Change of Address.

In advance of any change of address, Contractor shall notify City of the change of address in writing. Each party may, by written notice only, add, delete or replace any individuals to whom and addresses to which notice shall be provided.

SECTION 14 DEFAULT.

14.1 Notice of Default.

In the event that City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, City may give written notice of default to Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor's performance bond surety.

14.2 Opportunity to Cure Default.

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) Days (or such shorter time as City may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) Days (or such shorter time as City may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice.

SECTION 15 CITY'S RIGHTS AND REMEDIES.

15.1 Remedies Upon Default.

If Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 14, then City may pursue any remedies available under law or equity, including, without limitation, the following:

15.1.1 Delete Certain Services.

City may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

15.1.2 Perform and Withhold.

City may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been adequately performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to Losses related thereto.

15.1.3 Suspend The Construction Contract.

City may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work.

15.1.4 Terminate the Construction Contract for Default.

City shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 14. City's election to terminate the Construction Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

15.1.5 Invoke the Performance Bond.

City may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

15.1.6 Additional Provisions.

All of City's rights and remedies under this Construction Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the City's authority to designate other breaches as material nor limit City's right to terminate the Construction Contract, or prevent the City from terminating the Agreement for breaches that are not material. City's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by City of its rights and remedies for default under the Construction Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

15.2 Delays by Sureties.

Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) calendar days from the date of the notice of termination, Contractor's surety shall be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety shall be jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City shall have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

15.3 Damages to City.

15.3.1 For Contractor's Default.

City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents.

15.3.2 Compensation for Losses.

In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to deduct the cost of such Losses from monies otherwise payable to Contractor. If the Losses incurred by City exceed the amount payable, Contractor shall be liable to City for the difference and shall promptly remit same to City.

15.4 Suspension by City

15.4.1 Suspension for Convenience.

City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time. The order shall be specifically identified as a Suspension Order by City. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, City shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. A Suspension Order shall not be the exclusive method for City to stop the Work.

15.4.2 Suspension for Cause.

In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to City's satisfaction. Contractor shall not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents. City's right to suspend the Work shall not give rise to a duty to suspend the Work, and City's failure to suspend the Work shall not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

15.5 Termination Without Cause.

City may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to Contractor. Upon receipt of such notice, Contractor shall, at City's expense, comply with the notice and take all reasonable steps to minimize costs to close out and demobilize. The compensation allowed under this Paragraph 15.5 shall be the Contractor's sole and exclusive compensation for such termination and Contractor waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by Contractor.

15.5.1 Compensation.

Following such termination and within forty-five (45) Days after receipt of a billing from Contractor seeking payment of sums authorized by this Paragraph 15.5.1, City shall pay the following to Contractor as Contractor's sole compensation for performance of the Work :

.1 For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.

.2 For Close-out Costs. Reasonable costs of Contractor and its Subcontractors:

(i) Demobilizing and

(ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

.3 For Fabricated Items. Previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

.4 **Profit Allowance.** An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

15.5.2 Subcontractors.

Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

15.6 Contractor's Duties Upon Termination.

Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following:

(i) Immediately discontinue the Work to the extent specified in the notice;

(ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;

(iii) Provide to City a description in writing, no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of

the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract;

(iv) Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

(v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any Claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

SECTION 16 CONTRACTOR'S RIGHTS AND REMEDIES.

16.1 Contractor's Remedies.

Contractor may terminate this Construction Contract only upon the occurrence of one of the following:

16.1.1 For Work Stoppage.

The Work is stopped for sixty (60) consecutive Days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable. This provision shall not apply to any work stoppage resulting from the City's issuance of a suspension notice issued either for cause or for convenience.

16.1.2 For City's Non-Payment.

If City does not make pay Contractor undisputed sums within ninety (90) Days after receipt of notice from Contractor, Contractor may terminate the Construction Contract (30) days following a second notice to City of Contractor's intention to terminate the Construction Contract.

16.2 Damages to Contractor.

In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Paragraph 15.5.1 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

SECTION 17 ACCOUNTING RECORDS.

17.1 Financial Management and City Access.

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Construction Contract in accordance with generally accepted accounting principles and practices. City and City's accountants during normal business hours, may inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase

orders, vouchers, memoranda and other data relating to this Project. Contractor shall retain these documents for a period of three (3) years after the later of (i) Final Payment or (ii) final resolution of all Contract Disputes and other disputes, or (iii) for such longer period as may be required by law.

17.2 Compliance with City Requests.

Contractor's compliance with any request by City pursuant to this Section 17 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. City many enforce Contractor's obligation to provide access to City of its business and other records referred to in Section 17.1 for inspection or copying by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

SECTION 18 INDEPENDENT PARTIES.

Each party is acting in its independent capacity and not as agents, employees, partners, or joint ventures' of the other party. City, its officers or employees shall have no control over the conduct of Contractor or its respective agents, employees, subconsultants, or subcontractors, except as herein set forth.

SECTION 19 NUISANCE.

Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection in the performance of services under this Construction Contract.

SECTION 20 PERMITS AND LICENSES.

Except as otherwise provided in the Special Provisions and Technical Specifications, The Contractor shall provide, procure and pay for all licenses, permits, and fees, required by the City or other government jurisdictions or agencies necessary to carry out and complete the Work. Payment of all costs and expenses for such licenses, permits, and fees shall be included in one or more Bid items. No other compensation shall be paid to the Contractor for these items or for delays caused by non-City inspectors or conditions set forth in the licenses or permits issued by other agencies.

SECTION 21 WAIVER.

A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

SECTION 22 GOVERNING LAW AND VENUE.

This Construction Contract shall be construed in accordance with and governed by the laws of the State of California, and venue shall be in a court of competent jurisdiction in the County of Santa Clara, and no other place.

SECTION 23 **COMPLETE AGREEMENT.**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This Agreement may be amended only by a written instrument, which is signed by the parties.

SECTION 24 **SURVIVAL OF CONTRACT.**

The provisions of the Construction Contract which by their nature survive termination of the Construction Contract or Final Completion, including, without limitation, all warranties, indemnities, payment obligations, and City's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Construction Contract.

SECTION 25 **PREVAILING WAGES.**

☐ This Project is not subject to prevailing wages. The Contractor is not required to pay prevailing wages in the performance and implementation of the Project, because the City, pursuant to its authority as a chartered city, has adopted Resolution No. 5981 exempting the City from prevailing wages. The City invokes the exemption from the state prevailing wage requirement for this Project and declares that the Project is funded one hundred percent (100%) by the City of Palo Alto. This Project remains subject to all other applicable provisions of the California Labor Code and regulations promulgated thereunder.

Or

☒ The Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations. Copies of these rates may be obtained at the Purchasing Office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1810, and 1813 of the Labor Code.

SECTION 26 **NON APPROPRIATION.**

This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that the City does not appropriate funds for the following fiscal year for this event, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Construction Contract are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 27 **AUTHORITY.**

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

SECTION 28 **COUNTERPARTS**

This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

SECTION 29 **SEVERABILITY.**

In case a provision of this Construction Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

SECTION 30 **STATUTORY AND REGULATORY REFERENCES.**

With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that the Contract was awarded by City, unless otherwise required by law.

SECTION 31 **WORKERS' COMPENSATION CERTIFICATION.**

Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed the date and year first above written.

CITY OF PALO ALTO

_____
City Manager

APPROVED AS TO FORM:

_____
Senior Asst. City Attorney

APPROVED:

_____
Public Works Director

GRAHAM CONTRACTORS, INC.

By:_____

Name:_____

Title:_____

Date: _____

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CITY OF PALO ALTO CONTRACT NO. C15155208B

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

MEAD & HUNT, INC.

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 27th day of October, 2014, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and **MEAD & HUNT, INC**, a California corporation, located at 133 Aviation Boulevard, Suite 100, Santa Rosa, California 95403 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to improve the facilities at the Palo Alto Airport ("Project") and desires to engage a consultant to provide various on-call design engineering services including planning, design/engineering, environmental analyses, grant management and construction management in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

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

AGREEMENT

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

☒ Optional On-Call Provision
Services will be authorized by the City, as needed, with a Task Order assigned and approved by the City's Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a City Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work

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performed under an authorized Task Order and the City may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through **October 31, 2019** unless terminated earlier pursuant to Section 19 of this Agreement.

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

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000) for the entire five-year term. The applicable rates and schedule of payment are set out in Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally

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required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY's stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning

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compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Jeffrey T. Leonard, P.E. as the Project Supervisor to have supervisory responsibility for the performance, progress, and execution of the Services to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's project manager is Andy Swanson, Public Works Department, Airport Division, 250 Hamilton Avenue, Palo Alto, CA 94303, Telephone: (650)329-2688. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

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

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or

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contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

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

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

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

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

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

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance,

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CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager

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To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

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

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

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

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

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accordance with the City's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.

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

SECTION 24. NON-APPROPRIATION

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

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

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

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

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

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

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable

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and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

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

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

Senior Asst. City Attorney

MEAD & HUNT, INC.

DocuSigned by:
Jon J. Faucher
BB649AF18871441...

Jon J. Faucher

Vice President

10/21/2014

Attachments:

EXHIBIT "A":	SCOPE OF WORK
EXHIBIT "A-1"	ON CALL TASK ORDER
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	SCHEDULE OF RATES
EXHIBIT "D":	INSURANCE REQUIREMENTS

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EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall provide on-call consulting services at Palo Alto Airport in connection with categories associated with the airfield improvements identified on the AICP – design, planning, engineering, construction management and environmental review/approval services.

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EXHIBIT "A-1"
PROFESSIONAL SERVICES TASK ORDER

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

CONTRACT NO. C1515520B ISSUE DATE
Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER
1B. TASK ORDER NO.
2. CONSULTANT
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4 TOTAL TASK ORDER PRICE: $_____
BALANCE REMAINING IN MASTER AGREEMENT $_____
5. BUDGET CODE: _____
COST CENTER_____ COST ELEMENT_____WBS/CIP___ _____PHASE___
6. CITY PROJECT MANAGER'S NAME/DEPARTMENT_____
7. DESCRIPTION OF SCOPE OF SERVICES
MUST INCLUDE:
- WORK TO BE PERFORMED
- SCHEDULE OF WORK
- BASIS FOR PAYMENT & FEE SCHEDULE
- DELIVERABLES
- REIMBURSABLES (with "not to exceed" cost)

8. ATTACHMENTS: A: Scope of Services B: _____

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

APPROVED:
CITY OF PALO ALTO

BY:_____

Name _____

Title_____

Date _____

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

APPROVED:
MEAD & HUNT, INC.

BY:_____

Name _____

Title_____

Date _____

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EXHIBIT "B"
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion No. of Days/Weeks From NTP
1. On-call Services	TBD

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EXHIBIT "C"
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed $250,000. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

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

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $250 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

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EXHIBIT "C-1"
HOURLY RATE SCHEDULE

Standard Billing Rates

Clerical	$77.00 / hour
Interior Designer, Technical Editor	$103.00 / hour
Senior Editor	$152.00 / hour
Registered Land Surveyor	$117.00 / hour
Accounting, Administrative Assistant	$95.00 / hour
Technician I, Technical Writer	$88.00 / hour
Technician II, Surveyor - Instrument Person	$103.00 / hour
Technician III	$111.00 / hour
Technician IV	$134.00 / hour
Senior Technician	$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I	$121.00 / hour
Engineer II, Scientist II, Architect II, Planner II	$133.00 / hour
Engineer III	$144.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist	$164.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner	$216.00 / hour
Senior Associate	$263.00 / hour
Principal	$273.00 / hour
Senior Client/Project Manager	$273.00 / hour

Expenses

Geographic Information or GPS Systems	$32.00 / hour
Total Station Survey Equipment	$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense	$0.90 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2014, and will remain in effect until December 31, 2014, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

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EXHIBIT "D"
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY PROPERTY DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED.	$1,000,000 $1,000,000 $1,000,000	$1,000,000 $1,000,000 $1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	$1,000,000	
YES	**THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED**: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, **NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.**			

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

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

A. <u>PRIMARY COVERAGE</u>

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

B. <u>CROSS LIABILITY</u>

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

C. NOTICE OF CANCELLATION

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

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303

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CITY OF PALO ALTO CONTRACT NO. C15155208A

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

C & S ENGINEERS, INC.

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 27th day of October, 2014, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and **C & S ENGINEERS, INC**, a New York corporation, located at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to improve the facilities at the Palo Alto Airport ("Project") and desires to engage a consultant to provide various on-call engineering services including planning, design/engineering, environmental analyses, grant management and construction management in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

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

AGREEMENT

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

☒ Optional On-Call Provision
Services will be authorized by the City, as needed, with a Task Order assigned and approved by the City's Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a City Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work

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performed under an authorized Task Order and the City may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.
The term of this Agreement shall be from the date of its full execution through **October 31, 2019** unless terminated earlier pursuant to Section 19 of this Agreement.

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

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000) for the entire five-year term. The applicable rates and schedule of payment are set out in Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally

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required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY's stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning

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compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Jessica L. Mullen, P.E., C.M. as the Project Supervisor to have supervisory responsibility for the performance, progress, and execution of the Services to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's project manager is Andy Swanson, Public Works Department, Airport Division, 250 Hamilton Avenue, Palo Alto, CA 94303, Telephone: (650)329-2688. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

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

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or

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contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

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

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

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

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

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

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance,

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CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager

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To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

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

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

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

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

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accordance with the City's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.

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

SECTION 24. NON-APPROPRIATION

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

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

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

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

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

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

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable

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and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

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

CITY OF PALO ALTO

_____
City Manager

APPROVED AS TO FORM:

_____
Senior Asst. City Attorney

C&S ENGINEERS, INC.

By: DocuSigned by: Jessica Mullen F3A25B55F26D4FD...

Name: Jessica Mullen

Title: Department Manager

Attachments:

EXHIBIT "A":	SCOPE OF WORK
EXHIBIT "A-1"	ON CALL TASK ORDER SAMPLE
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	SCHEDULE OF RATES
EXHIBIT "D":	INSURANCE REQUIREMENTS

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EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall provide on-call consulting services at Palo Alto Airport in connection with categories associated with the airfield improvements identified on the AICP – design, planning, engineering, construction management and environmental review/approval services.

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EXHIBIT "A-1"
PROFESSIONAL SERVICES TASK ORDER

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

CONTRACT NO. C15155208A ISSUE DATE
Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER
1B. TASK ORDER NO.
2. CONSULTANT
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4 TOTAL TASK ORDER PRICE: $_____
BALANCE REMAINING IN MASTER AGREEMENT $_____
5. BUDGET CODE: _____
COST CENTER_____ COST ELEMENT_____WBS/CIP___ _____PHASE___
6. CITY PROJECT MANAGER'S NAME/DEPARTMENT_____
7. DESCRIPTION OF SCOPE OF SERVICES
MUST INCLUDE:
- WORK TO BE PERFORMED
- SCHEDULE OF WORK
- BASIS FOR PAYMENT & FEE SCHEDULE
- DELIVERABLES
- REIMBURSABLES (with "not to exceed" cost)

8. ATTACHMENTS: A: Scope of Services B: _____

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

APPROVED:
CITY OF PALO ALTO

BY:_____
Name _____
Title_____
Date _____

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

APPROVED:
C & S ENGINEERS, INC.

BY:_____
Name _____
Title_____
Date _____

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EXHIBIT "B"
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion No. of Days/Weeks From NTP
1. On-call Services	TBD

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EXHIBIT "C"
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed $250,000. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

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

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $250 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

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EXHIBIT "C-1"
HOURLY RATE SCHEDULE

LABOR CATEGORY-2014	RATE
Service Group Manager	$ 292
Department Manager	$ 252
Managing Engineer	$ 240
Chief Engineer	$ 199
Senior Project Engineer	$ 175
Project Engineer	$ 146
Engineer	$ 129
Staff Engineer	$ 123
Senior Designer	$ 129
Designer	$ 99
CADD Operator	$ 88
Administrative Assistant	$ 76
Grants Administrator	$ 111
Managing Airport Planner	$ 205
Senior Planner	$ 181
Planner	$ 123
Staff Planner	$ 99
Senior Construction Supervisor	$ 205
Inspector (prevailing wage) time	As designated by CA Wage Rates at applicable
Inspector (prevailing wage) OT time	As designated by CA Wage Rates at applicable
Senior Technical Administrator	$ 76
Senior GIS Analyst	$ 105
OUT OF POCKET EXPENSES	
Travel, by Auto (Per Mile)	$ 0.57 / Mile
Per Diem, (Hotel & Food)	$171.00 / Day
Copies, 8 ½" x 11"	$ 0.05 / Each
Copies, Plans (22" x 34")	$ 1.00 / Each
Copies, Large Xerox	$ 1.00 / Foot
Mylars	$ 5.00 / Each

- Subconsultant billing rates not included.
- These rate are applicable through December 31, 2014. Updated rates will be negotiated with the City on an annual calendar year basis.

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EXHIBIT "D"

INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY PROPERTY DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED.	$1,000,000 $1,000,000 $1,000,000	$1,000,000 $1,000,000 $1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	$1,000,000	
YES	**THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED**: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, **NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.**			

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

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

A. <u>PRIMARY COVERAGE</u>

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

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B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Haylor, Freyer & Coon, Inc.
231 Salina Meadows Parkway
P.O. Box 4743
Syracuse NY 13221

CONTACT NAME: Lisa Stipetic
PHONE (A/C, No, Ext): 315-453-2177 FAX (A/C, No): 315-362-5780
E-MAIL ADDRESS: lstipetic@haylor.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Ins. Co.	25615
INSURER B : Travelers Indemnity Co of CT	5000
INSURER C : St. Paul Fire and Marine Insurance	24767
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CSENGINEER
C&S Engineers, Inc., C&S Architects
Engineers & Landscape Architect, PLLC
499 Col Eileen Collins Blvd.
Syracuse NY 13212

COVERAGES **CERTIFICATE NUMBER:** 1644207999 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	P6307E874377COF14	7/1/2014	7/1/2015	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	BA7E874377CAG14	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR	Y	Y	ZUP15S4388114NF	7/1/2014	7/1/2015	EACH OCCURRENCE	$25,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$25,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N: N	N / A	Y	POUB7E83200014	7/1/2014	7/1/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached Acord 101

CERTIFICATE HOLDER

Purchasing and Contract Administration
City of Palo Alto
PO Box 10250
Palo Alto CA 94303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OTHER ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but:

a. Only with respect to liability because of "bodily injury" or "property damage" arising out of "your work" for that additional insured performed by you or for you; and

b. Subject to any limitations in the written contract regarding the scope of the additional insured status.

This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract and then only for the period of time required by the contract, but in no event beyond the expiration date of the policy.

2. The Limits of Insurance provided to such additional insured shall be:

a. The limits which you have agreed to provide; or

b. The limits shown on the Declarations

whichever is less.

3. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

4. This insurance does not apply on any basis:

a. To any person or organization for whom you have purchased an Owners and Contractors Protective policy.

b. To any person or organization who distributes or sells "your products" in the regular course of its business.

c. To any person or organization from whom you have acquired any products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. To any manager or lessor of premises with respect to liability arising out of the ownership, maintenance, or use of that part of any premises leased to you.

e. To any lessor of leased equipment.

f. To any architect, engineer or surveyor for injury or damage arising out of:

(1) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4.** (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRY*EDGE*℠ ENDORSEMENT – NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured

B. Incidental Medical Malpractice

C. Reasonable Force – Bodily Injury Or Property Damage

D. Non-Owned Watercraft – Increased To Up To 75 feet

E. Aircraft Chartered With Pilot

F. Extension Of Coverage – Damage To Premises Rented To You

G. Personal Injury – Assumed by Contract

H. Increased Supplementary Payments

I. Additional Insured – Owner, Manager Or Lessor Of Premises

J. Additional Insured – Lessor Of Leased Equipment

K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises

L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations

M. Who Is An Insured – Newly Acquired Or Formed Organizations

N. Injury To Co-Employees And Co-Volunteer Workers

O. Medical Payments Limit

P. Knowledge And Notice Of Occurrence Or Offense

Q. Other Insurance Condition

R. Unintentional Omission

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract

T. Amended Bodily Injury Definition

U. Amended Insured Contract Definition – Railroad Easement

V. Additional Definition – Written Contract Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item **1.** of the Declarations is amended as follows:

The person or organization named in Item **1.** of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services,

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violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and

b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision **I.** is subject to the following provisions:

a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and

b. The insurance afforded to such additional insured does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

(2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

(3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision **I.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and

b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision **J.** is subject to the following provisions:

a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and

b. The insurance afforded to such additional insured does not apply:

(1) To any "bodily injury" or "property damage" that occurs, or "personal in-

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jury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision **J.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.a.** of **SECTION II – WHO IS AN INSURED**:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs **2.a.(1)(a)**, **(b)** and **(c)** and **3.a.** of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph **1.** or **2.** above.

4. This coverage does not apply to the extent that the insured is covered under the New York Workers Compensation Law.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sus-

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tained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph **4.**, **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or

(5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends,

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we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to **SECTION V – DEFINITIONS**:

"Other insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

(1) Another insurance company;

(2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph **5.** of **LIMITS OF INSURANCE (Section III)** or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph **4.** of **LIMITS OF INSURANCE (Section III)** applies;

(3) Any risk retention group;

(4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or

(5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph **6. Representations** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **R.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

3. "Your work"; or

4. "Your products".

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We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:

c. Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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POLICY NUMBER: P6307E874377COF14

ISSUE DATE: 07/01/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed and executed by you before the "bodily injury" or "property damage" occurs.	General Aggregate limit shown on the declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.

2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: P6307E874377COF14

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 07/01/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

1 1 Engineering Office 499 COL EILEEN COLLINS BLVD, SYRACUSE, NY 13212
2 2 ENGINEERING OFFICE 59 COURT ST, SUITE 500, BINGHAMTON, NY 13901
3 3 ENGINEERING OFFICE 20445 EMERALD PKWY, SUITE 100, CLEVELAND, OH 44135
4 4 ENGINEERING OFFICE 2020 CAMINO DEL RIO N, SUITE 1000, SAN DIEGO, CA 92108
5 5 ENGINEERING OFFICE 605 E ROBINSON ST, SUITE 210, ORLANDO, FL 32801-9999
6 6 ENGINEERING OFFICE 38777 6 MILE RD, SUITE 202, LIVONIA, MI 48152
7 7 ENGINEERING OFFICE 500 S FRANKLIN ST, SYRACUSE, NY 13202
8 8 ENGINEERING OFFICE 3034 LARUE COURT, LOUISVILLE, KY 40217
9 9 ENGINEERING OFFICE 9200 E PIMA CENTER PKWY, SUITE 240, SCOTTSDALE, AZ 85258
10 10 ENGINEERING OFFICE 450 GEARS RD, SUITE 200, HOUSTON, TX 77067
11 11 ENGINEERING OFFICE 8880 CAL CENTER DR, SUITE 450, SACRAMENTO, CA 95826
12 12 ENGINEERING OFFICE 150 STATE ST, SUITE 120, ROCHESTER, NY 14614
13 13 ENGINEERING OFFICE 5928 COURT STREET RD, SYRACUSE, NY 13206
14 14 ENGINEERING OFFICE 456 MICHIGAN AVE, BUFFALO, NY 14203
15 15 ENGINEERING OFFICE 11495 NAVAID RD, BRIDGETON, MO 63044
16 16 ENGINEERING 16 LAURANA LN, HADLEY, MA 01035

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (SECTION I), and for all medical expenses caused by accidents under **COVERAGE C** (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents un-

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der COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: P6307E874377COF14 ISSUE DATE: 07/01/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** **30 _**

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

ADDRESS:

THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO COVERAGE EXTENSION FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE, A. 1. Who Is An Insured provision is amended by adding the following:

d. Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

B. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

e. If you are not a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business at the time of an "accident", a covered "auto" you don't own, hire or borrow.

If you are a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business or personal affairs at the time of an "accident", a covered "auto" that you don't own, hire or borrow.

C. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions, a. Supplementary Payments subparagraphs **(2)** and **(4)** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. HIRED CAR – WORLDWIDE COVERAGE

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions is amended by adding the following extension:

c. Hired Car – Worldwide Coverage

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent, or borrow without a driver for 30 days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement, and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies, and

(ii) For all reasonable expenses incurred with our consent in connec-

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tion with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS, and not in addition to such limits.

(3) The Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS is the most we will reimburse you for the sum of all damages imposed on you, as set forth in **c.(2)(c)** above, and all expense incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in-force to satisfy the legal requirements of the jurisdiction where the "accident" occurs; or

(b) Insurance limits required by law and issued by a governmental entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least $300,000 Combined Single Limit or $100,000 per person/ $300,000 per accident Bodily Injury, $100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by **HIRED CAR – WORLDWIDE COVERAGE** is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

E. HIRED CAR PHYSICAL DAMAGE — LOSS OF USE

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions is modified by adding the following:

d. Notwithstanding **SECTION II, LIABILITY B. Exclusions 2.** and **6.**, we will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for 30 days or less for the lessor's loss of use of the covered "auto", provided:

1. This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";

2. The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to $65 per day subject to a maximum limit of $750 for any one "accident".

F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extensions, subparagraph **a.** is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of a like kind and quality as the stolen covered "auto".

G. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects Coverage

We will pay to $400 for loss to wearing apparel and other personal effects which are:

(1) owned by an insured; and

(2) in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

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No deductibles apply to Personal Effects Coverage.

H. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, A. 2. Duties In The Event Of Accident, Claim, Suit Or Loss, subparagraph **a.** is deleted and replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

(1) How, when and where the "accident" or "loss" occurred;

(2) the "insured's" name and address; and

(3) to the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership; or

3. An executive officer or insurance manager, if you are a corporation.

I. BLANKET WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

J. UNINTENTIONAL ERRORS OR OMISSIONS

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

K. MENTAL ANGUISH

SECTION V – DEFINITIONS, Definition **C.** is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: POUB7E83200014

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the insured has agreed to by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - - ST ASSIGN:

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AGENCY CUSTOMER ID: CSENGINEER
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Haylor, Freyer & Coon, Inc.	NAMED INSURED C&S Engineers, Inc. C&S Architects Engineers & Landscape Architect, PLLC 499 Colonel Eileen Collins Blvd. Syracuse, NY 13212
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Forms Enclosed:

General Liability:
CG D1 44 (01/96) - Other Additional Insureds
CG D0 37 (04/05) - Other Insurance - Additional Insureds
CG F4 89 (10/08) - Architects, Engineers and Surveyors IndustryEdge Endorsement - New York
CG D2 11 (01/04) - Designated Project(s) General Aggregate Limit
CG D1 69 (02/05) - Designated Location(s) General Aggregate Limit
IL T4 05 (03/11) - Designated Entity - Notice of Cancellation Provided By Us

Automobile:
CA T4 37 (08/08) - Blanket Additional Insured
CA T9 60 (06/05) - New York Business Auto Coverage Extension Form

Workers Compensation:
WC 00 03 13 (00) - Waiver of Our Right to Recover from Others Endorsement

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Certificate of Completion

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Karen Mitchell Karen.Mitchell@cityofpaloalto.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 10/9/2014 1:41:49 PM PT

Notary Events		Timestamp

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Signing Complete	Security Checked	10/9/2014 1:41:49 PM PT
Completed	Security Checked	10/9/2014 1:41:49 PM PT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, City of Palo Alto (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Palo Alto:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: david.ramberg@cityofpaloalto.org

To advise City of Palo Alto of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.ramberg@cityofpaloalto.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Palo Alto
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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ii. send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Palo Alto as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palo Alto during the course of my relationship with you.

ORDINANCE NO. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR FISCAL YEAR 2015 IN THE AIRPORT ENTERPRISE FUND, ESTABLISHING THE RUNWAY AND TAXIWAY REHABILITATION PROJECT (AP-15003) IN THE AMOUNT OF $540,000, OFFSET BY A REIMBURSEMENT FROM THE FEDERAL AVIATION ADMINISTRATION IN THE AMOUNT OF $500,027, AND A REIMBURSEMENT BY THE COUNTY OF SANTA CLARA IN THE AMOUNT OF $39,993 AS AGREED IN THE TERMINATION ASSIGNMENT AND ASSUMPTION AGREEMENT. ADDITIONALLY, THE AIRPORT TERMINAL PROJECT (AP-15001) WILL BE DEFUNDED AND CLOSED, RESULTING IN SAVINGS OF $180,000, OF WHICH $40,000 WILL BE REPROGRAMMED TO THE AIRPORT FUND OPERATING BUDGET FOR REPAIRS NEEDED TO RETAIN THE TERMINAL TRAILER ON THE AIRPORT SITE.

The Council of the City of Palo Alto does ordain as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 16, 2014 did adopt a budget for Fiscal Year 2015; and

B. On August 11, 2014, the City completed the transfer of sponsorship, operation and management of the Palo Alto Airport from the County of Santa Clara, allowing for the City to qualify for federal funding for an urgently needed runway improvement project; and

C. In the 2015 Adopted Capital Budget, funding in the amount of one hundred and eighty thousand dollars was allocated in the Airport Fund for the Temporary Airport Terminal Project (AP-15001), which would provide for a modular trailer to be installed at the Airport to serve as a temporary terminal building to receive the flying community and office space to house airport staff until the completion of an Airport Master Plan; and

D. As part of the transfer agreement with the County of Santa Clara, the County committed to make payments totaling one hundred and eleven thousand dollars to the City, including sixty one thousand dollars for the planned runway capital improvement project costs. That payment represents the "local

share" of the cost of this project, as it was anticipated that the Federal Aviation Administration would provide grant funding for ninety percent of the project's cost; and

E. On August 18, 2014, the City Council approved a resolution authorizing the submittal of a grant application to the Federal Aviation Administration for repairs of the Palo Alto Airport runway and taxiways, and was subsequently approved for a grant in the amount of up to five hundred thousand and twenty seven dollars. The Federal Aviation Administration will reimburse ninety percent of the project costs up to the maximum grant amount, and the local match will be funded by the County of Santa Clara in compliance with the transfer agreement; and

F. With an Airport Master Plan potentially being developed, staff explored if it would be more cost effective to make a number of repairs to provide a safe, healthy, and secure office space for staff and airport users, rather than installing a modular trailer, as approved as part of the Temporary Airport Terminal project; and

G. City of Palo Alto staff has determined that the current terminal building space would be acceptable for the near term once the roof was repaired, a foam sealant was added, the siding was repaired, and new paint and flooring were installed. It is anticipated that these improvements will cost forty thousand dollars, providing cost savings of one hundred and forty thousand dollars as compared to the funding amount approved as part of the Temporary Airport Terminal Project. Due to the nature of these improvements, it is more appropriate to fund these improvements out of the operating budget rather than the capital budget.

SECTION 2. The net sum of One Hundred and Eighty Thousand Dollars is hereby reduced from the Temporary Airport Terminal project (AP-15001), and the project is to be closed. The sum of Forty Thousand Dollars is hereby added to the operating budget in the Airport Fund for improvements to the current airport terminal building, resulting in the return of One Hundred and Forty Thousand Dollars to the ending fund balance of the Airport Fund. The sum of Five Hundred and Forty Thousand dollars is hereby allocated to a new capital project, the Palo Alto Airport Runway and Taxiways Rehabilitation Project (AP-15003). This increase is offset by an increase to the estimate for revenue from other agencies in the amount of five hundred and forty thousand dollars, comprised of five hundred thousand and twenty seven dollars for the Federal

Aviation Administration and thirty nine thousand, nine hundred and seventy three dollars from the County of Santa Clara.

SECTION 3. As specified in Section 2.28.080(a) of the Palo Alto Municipal Code, a two-thirds vote of the City Council is required to adopt this ordinance.

SECTION 4. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 5. The Council of the City of Palo Alto hereby finds that this proposed rehabilitation project is considered as minor alterations and repairs to existing facilities and is categorically exempt from the California Environmental Quality Act (CEQA) section 15301 guidelines.

INTRODUCED AND PASSED:
AYES:
NOES:
ABSTENTIONS:
ABSENT:

ATTEST:

APPROVED:

City Clerk

Mayor

APPROVED AS TO FORM:

City Manager

City Attorney

Director of Public Works

Director of Administrative Services

IFB 155343

PALO ALTO AIRPORT:
PAVEMENT REHABILITATION OF RUNWAY 13-31 AND TAXIWAYS
BID SUMMARY

#	BID ITEM	QUANTITY	UNITS	ENGINEER'S ESTIMATE		GRAHAM CONTRACTORS		VSS INTERNATIONAL, INC.		ALANIZ CONSTRUCTION	
1	Airfield safety and traffic control	1	LS	$ 60,000.00	$ 60,000.00	$ 85,000.00	$ 85,000.00	$ 66,356.00	$ 66,356.00	$ 60,725.00	$ 60,725.00
2	Mobilization	1	LS	$ 30,000.00	$ 30,000.00	$ 35,000.00	$ 35,000.00	$ 21,506.00	$ 21,506.00	$ 30,000.00	$ 30,000.00
3	Surface prep and 60% paint removal	45,700	SY	$ 1.25	$ 57,125.00	$ 0.65	$ 29,705.00	$ 0.62	$ 28,334.00	$ 1.70	$ 77,690.00
4	95% Paint Removal	4,500	SY	$ 10.00	$ 45,000.00	$ 11.00	$ 49,500.00	$ 8.98	$ 40,410.00	$ 11.88	$ 53,460.00
5	Microsurfacing	45,700	SY	$ 2.75	$ 125,675.00	$ 2.43	$ 111,051.00	$ 3.61	$ 164,977.00	$ 1.65	$ 75,405.00
6	Crack Sealing	1,500	LF	$ 3.75	$ 5,625.00	$ 5.00	$ 7,500.00	$ 8.50	$ 12,750.00	$ 4.46	$ 6,690.00
7	Pavement Repair and AC Patch Prep	1	LS	$ 24,000.00	$ 24,000.00	$ 25,000.00	$ 25,000.00	$ 26,750.00	$ 26,750.00	$ 43,482.00	$ 43,482.00
8	Tie-Down Demolition	36	EA	$ 300.00	$ 10,800.00	$ 280.00	$ 10,080.00	$ 300.00	$ 10,800.00	$ 100.00	$ 3,600.00
9	Hot Mix Asphalt	275	TON	$ 175.00	$ 48,125.00	$ 215.00	$ 59,125.00	$ 230.00	$ 63,250.00	$ 225.00	$ 61,875.00
10	Pavement Marking - White	9,200	SF	$ 2.75	$ 25,300.00	$ 1.25	$ 11,500.00	$ 1.71	$ 15,732.00	$ 2.60	$ 23,920.00
11	Pavement Marking - Yellow	8,500	SF	$ 2.75	$ 23,375.00	$ 1.25	$ 10,625.00	$ 1.71	$ 14,535.00	$ 2.57	$ 21,845.00
12	Pavement Marking - Black	14,000	SF	$ 1.75	$ 24,500.00	$ 0.75	$ 10,500.00	$ 1.00	$ 14,000.00	$ 1.50	$ 21,000.00
13	"No Vehicle" Pavement Markings	4	EA	$ 500.00	$ 2,000.00	$ 250.00	$ 1,000.00	$ 150.00	$ 600.00	$ 562.50	$ 2,250.00
		BASE BID TOTAL:			**$ 481,525.00**		**$ 445,586.00**		**$ 480,000.00**		**$ 481,942.00**