



City of Palo Alto

City Council Staff Report

(ID # 5531)

Report Type: Consent Calendar

Meeting Date: 3/9/2015

Summary Title: RPP Signage Contract Award and related Budget Amendment Ordinance

Title: Approval of a Signage Contract with McGuire-Pacific Contractors in the Amount Not to Exceed \$368,500 and Adoption of a related Budget Amendment Ordinance in the Amount of \$368,500

From: City Manager

Lead Department: Planning and Community Environment

Recommendation

Staff recommends that Council authorize the City Manager or designee to execute a contract with Mc Guire-Pacific Constructors in the amount of \$368,500 for the installation of signage for the Downtown Residential Preferential Parking (RPP) program, and adoption of a Budget Amendment Ordinance (BAO) in the amount of \$368,500 by increasing the General Fund revenues in the amount of \$250,000 from the Neighborhood Parking Preservation Deposit and reducing the Budget Stabilization Reserve by \$118,500.

Executive Summary

On December 2, 2014, Council directed staff to move forward with the implementation of a new Residential Preferential Parking (RPP) program in the Downtown neighborhoods. The implementation of the project requires several new programs, including online permit sales for the permit sales and fulfillment process, enforcement for the new district, and fabrication and installation of the signage which will notify parkers of the permit restrictions in the program areas. Award of the signage contract is addressed in this staff report.

Background

The RPP program will require 12"x18" standard doubled-sided highway signage on each block of the approved program area, indicating that parking is limited to two hours on the block unless an RPP permit is displayed. The chosen contractor will be responsible for fabrication and installation of all signage, and for "USA-ing" (underground service alert verification) for all of the proposed signage locations, which the City will provide to the contractor in a work-order type drawing. City staff will assist the chosen contractor in verifying the signage locations in the field, making use of existing poles and streetlights as much as possible. The Request for

Proposals (RFP) requested that costs be provided for signage in three possible configurations: signage on an existing pole, signage on an existing street light, and signage on a new pole.

Discussion

Staff posted an RFP for the signage work on December 3, 2015 and received two responses, one from Mc Guire-Pacific Constructors and one from D&M Traffic. The RFP scope of work is provided in Attachment A. The City currently works with D+M Traffic for general on-call street services and has concerns about D+M's ability to deliver the quality of work necessary for a successful program, in the time frame required, which was one of the key evaluation criteria for the project. Pricing from the two contractors was provided as follows:

Figure 1 – Cost Comparison of Proposals		
Signage Type	Mc Guire – Pacific: Cost per sign	D+M: Cost per sign
Signage on Existing Pole	\$210.00	\$149.00
Signage on New Pole	\$410.00	\$299.00
Signage on Existing Streetlight	\$195.00	\$249.00

The precise number of signs is not known, but is estimated to be close to 1000. Although D+M's rate per sign was less, when staff ranked the two proposals based on experience, approach and cost, Mc Guire Pacific's rankings were higher than D+M's.

Timeline

If the contract is approved, Mc Guire Pacific will commence work in the beginning of March, working with the City to develop the design of the RPP signage and confirming signage locations. The work should take 2-3 months to implement, depending on weather and the number of new signs required vs. existing signs.

Resource Impact

Mc Guire-Pacific's estimate for the work based on 1000 signs is estimated to total \$368,500. The actual work may cost more or less, depending on the volume of signs needed and how many new poles, etc. are needed.

In June, 2012, the Council approved Ordinance 5158 (Attachment D), which required a public benefit contribution from Lytton Gateway in the amount of \$250,000 for a Neighborhood Parking Preservation Deposit. The attached Budget Amendment Ordinance (BAO) recognizes this funding in the General Fund. The balance of the required amount for this contract (\$118,500) is recommended to be funded through a decrease in the General Fund Budget Stabilization Reserve. Further, the attached BAO increases the newly established Residential Preferential Parking Capital Improvement Project (PL-15003) through a \$368,500 transfer from the General Fund to the Capital Improvement Fund.

Policy Implications

Implementation of an RPP program is consistent with the City's three-pronged approach aimed at addressing traffic and parking demand, and is also consistent with the following comprehensive plan goals:

1. Goal T-8, Program T-49: Implement a comprehensive program of parking supply and demand management strategies for Downtown Palo Alto
2. Policy T-47: Protect residential areas from the parking impacts of nearby business districts

Environmental Review

Installation of new signs in the neighborhoods around downtown will not noticeably alter the character or appearance of the existing streetscape(s) and is considered exempt from review under the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301, Class One (Existing Facilities).

Attachments:

- **Attachment:** Attachment A: RFP Scope of Work (PDF)
- **Attachment:** Attachment B: Contract between City of Palo Alto and McGuire (PDF)
- **Attachment:** Attachment C: Budget Amendment Ordinance XXXX - Residential Preferential Parking (DOCX)
- **Attachment:** Attachment D: Ordinance 5158 (PDF)

EXHIBIT A SCOPE OF SERVICES

CONTRACTOR to perform standard highway sign installations in support of a new Residential Preferential Parking (RPP) district in Downtown Palo Alto. The scope of work includes fabrication of the RPP signage and the installation of the signage based on City-generated work-orders.

The City shall provide Contractor with a work order-type improvement plan for RPP sign installation; Contractor should provide cost estimates for completion of the work and complete the work after written authorization to proceed.

The first phase of the work is anticipated to be completed between March and May of 2015, which a potential second phase of installation during December of 2015.

TECHNICAL SPECIFICATIONS

The following types of signage will be required to be manufactured and installed for the project.

A) Standard Regulatory Parking Signs – Sign Installation onto Existing Sign Post

The Contractor shall install parking regulatory sign(s) onto existing sign posts that require the addition of a riser to accommodate new sign(s). Addition of a riser shall include the threading of the existing sign post, installation of a coupling bracket, and pole extension to support the new sign. The Contractor shall be responsible for providing all material.

B) Standard Regulatory Parking Signs – Sign & Sign Post Installation

The Contractor shall install parking regulatory sign(s) onto contractor-furnished and installed sign post. Installation of a new sign post shall include coordination with U.S.A. Underground, the use of a core drill with a 6-inch bit to cut through existing concrete, installation of a new 2-inch sign post, and the use of a Portland cement to secure post and finishing to grade. Signs shall be installed a minimum of 7-ft from bottom of sidewalk or existing grade. New sign post installations shall not use any pole risers to accommodate the new sign installation(s). The contractor shall be responsible for providing all material.

C) Standard Regulatory Signs – Sign Installation onto Existing Streetlight

The Contractor shall install city-furnished parking regulatory sign(s) onto existing street lights, including all required brackets and hardware. The contractor shall be responsible for providing all material.

ADDITIONAL SERVICES

The need for additional types of General Street services may be required during the term of this contract. The City shall work with the Contractor to identify a fee schedule for any additional services prior to the start of work.

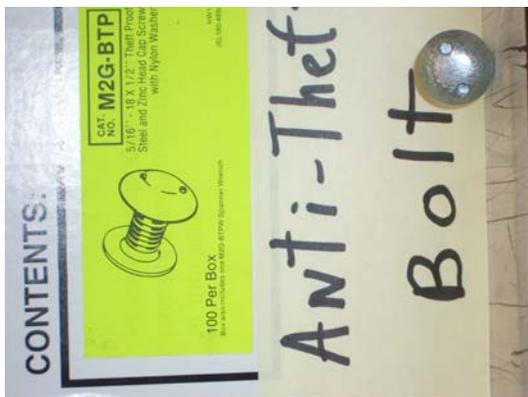
Provided in Attachment A is Sample Sign Bracketing Hardware used by the City of Palo Alto. The Contractor is required to use the same sign bracketing material to ensure compatibility with existing field hardware.

ATTACHMENT "A"

Typical Sign Hardware used by the City of Palo Alto



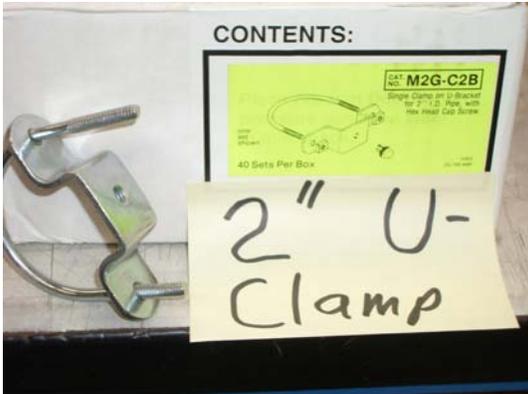
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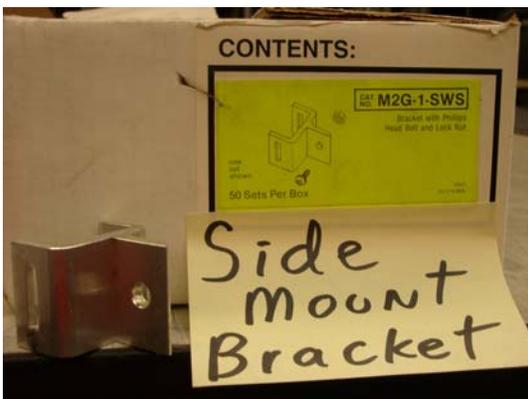
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Typical Type K marker and base (often used on islands) – Carsonite # - SMD615 (3-lite), SMB800 (base)



Typical Side Mount Bracket used with banding to mount sign perpendicular to pole for double-sided signs. Hawkins # M2G-1-SWS



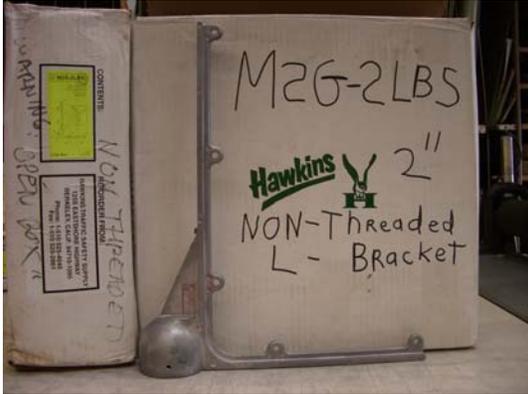
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Typical Straight Leg Bracket used with banding to mount sign flush to pole for single-sided signs. Hawkins # M2G-UB



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Typical Bracket used to mount street name signs off of a light standard or traffic signal pole. Banding must be used to attach bracket to source. Hawkins # V14(HD)SL-105



Typical 2" Pipe Cap to mount street name sign on top of 2" sign pipe – Hawkins # V14(HD)SL



Typical 2" Cross-Bracket for mounting street name signs perpendicular to each other.
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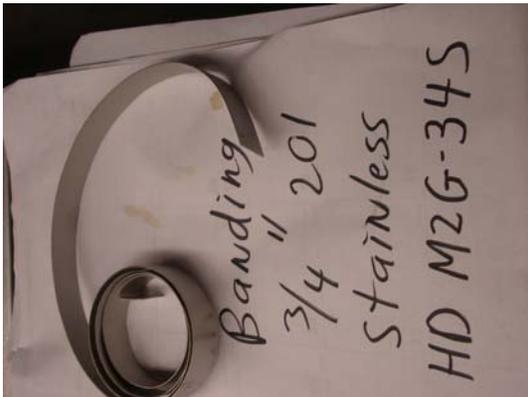
Typical 2" ID Galvanized Schedule 40 sign pipe used for mounting signs



Typical 2" Pipe Coupling for joining two pieces of 2" Schedule 40 pipe



Typical 201 Stainless Steel Banding Buckle – Band-It brand # UB256



Typical 201 Stainless Steel Banding – Hawkins # M2G-345 (UG)



Breakaway Coupler for mounting sign pipe in medians, traffic circles and other locations where there may be frequent repairs. – Designovations Snapnsafe Breakaway Coupler # S238R8

Attachment B

CITY OF PALO ALTO CONTRACT NO. C15157271

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 2nd day of March, 2015, by and between the **CITY OF PALO ALTO, a California Chartered Municipal Corporation (“CITY”)**, and **MC GUIRE PACIFIC CONSTRUCTORS, a Sole Proprietor, located at 12500 Locksley Lane, Auburn, California, 95602, Telephone Number: (530) 888-0527 (“CONTRACTOR”)**. In consideration of their mutual covenants, the parties hereto agree as follows:

- 1. **SERVICES.** CONTRACTOR shall provide or furnish the services (“Services”) described in the Scope of Services, attached as Exhibit A.
- 2. **EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services (Attachment “A” Included)
- “B” - Schedule of Performance
- “C” - Compensation
- “D” - Insurance Requirements

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

- 3. **TERM.**
The term of this Agreement is from March 2, 2015 to March 1, 2016 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.
- 4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached as Exhibit B. Time is of the essence in this Agreement.
- 5. **COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not to exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- A sum calculated in accordance with the fee schedule set forth in Exhibit C, not to exceed a total maximum compensation amount of Three Hundred Sixty Eight Thousand Five Hundred dollars (\$368,500.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- 6. **COMPENSATION DURING ADDITIONAL TERMS.**

- CONTRACTOR’S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR’s compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional

Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. **INVOICING.** Send all invoices to the CITY, Attention: Project Manager. The Project Manager is: Jessica Sullivan, Dept.: Planning & Community Environment, Transportation Division, 250 Hamilton Avenue, Palo Alto, California, 94301, Telephone: (650) 329-2453. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. **ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 6 above, these general terms and conditions and the attached exhibits.
- B. **QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. **INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. **SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. **TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. **COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services.
CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- H. **WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall

conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

- I. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- J. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- K. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- L. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- M. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described in Exhibit D. Insurance must be provided by companies with a Best's Key rating of A:-VII or higher and which are otherwise acceptable to the City's Risk Manager. The City's Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the City's Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to CITY's Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the CITY's Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- N. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section M relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. The CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that the CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Contract.

- O. NON-DISCRIMINATION.** 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 agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- P. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California 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 certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- Q. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY, CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to Contractor's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- R. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the CITY.
- S. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR 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 this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no City Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.
- T. GOVERNING LAW.** This contract shall be governed and interpreted by the laws of the State of California.
- U. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- V. 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 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 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 Contract.
- W. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONTRACTOR shall comply with the City's Environmentally Preferred Purchasing policies which are

available at the City's Purchasing Department which are incorporated by reference and may be amended from time to time. CONTRACTOR 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, Contractor shall comply with the following zero waste requirements:

- All printed materials provided by Contractor 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 Contractor on behalf of the City shall be purchased in 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 Contractor, at no additional cost to the City, for reuse or recycling. Contractor shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

X. AUTHORITY. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Y. CONTRACT TERMS: All unchecked boxes do not apply to this Contract.

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

MC GUIRE PACIFIC CONSTRUCTORS

DocuSigned by:

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owner

Approved as to form:

EXHIBIT A SCOPE OF SERVICES

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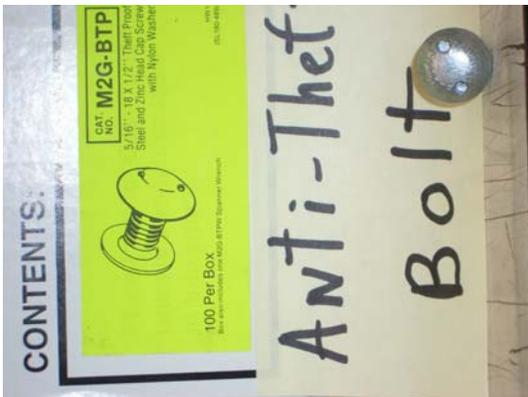
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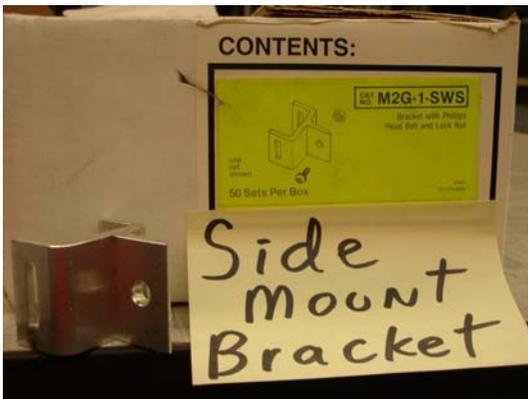
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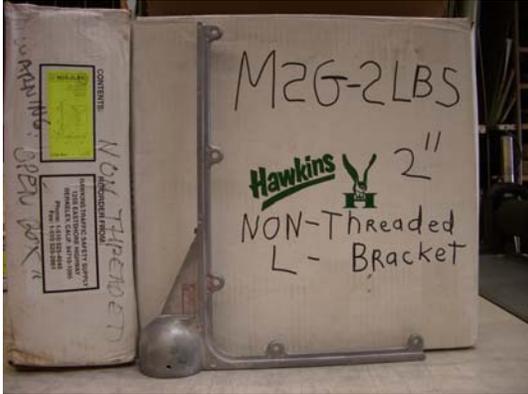
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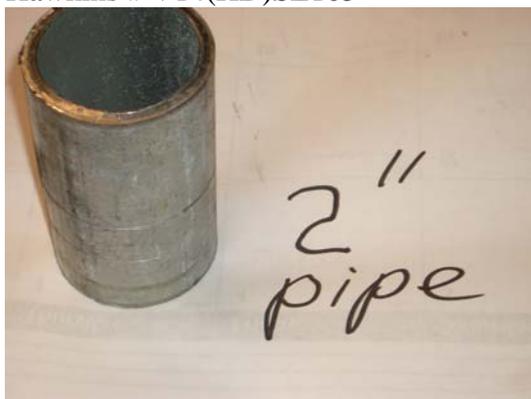
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Typical 2" Cross-Bracket for mounting street name signs perpendicular to each other.
Hawkins # V14(HD)SL105



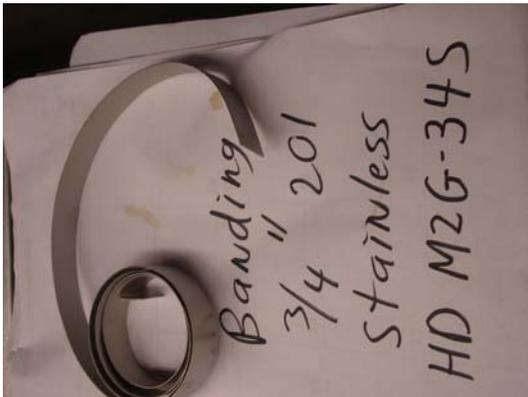
Typical 2" ID Galvanized Schedule 40 sign pipe used for mounting signs



Typical 2" Pipe Coupling for joining two pieces of 2" Schedule 40 pipe



Typical 201 Stainless Steel Banding Buckle – Band-It brand # UB256



Typical 201 Stainless Steel Banding – Hawkins # M2G-345 (UG)



Breakaway Coupler for mounting sign pipe in medians, traffic circles and other locations where there may be frequent repairs. – Designovations Snapnsafe Breakaway Coupler # S238R8

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services as specified in EXHIBIT "A" SCOPE OF SERVICES as to be determined by CITY project manager.

EXHIBIT C
SCHEDULE OF FEES

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to Contractor, including both payment for services and reimbursable expenses, shall not exceed Three Hundred Sixty Eight Thousand Five Hundred Dollars (\$368,500.00). Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

	QUANTITY	UNIT	UNIT COST	TOTAL
Furnish and install, per the current Caltrans sign specifications, 12"x18" regulatory parking sign onto an existing standard 2" galvanized sign post with required galvanized riser.	100	EACH	\$210.00	\$21,000.00
Furnish and install, per the current Caltrans sign specifications, 12"x18" regulatory parking sign, new 2" Galvanized sign post, 6 inch core drill into the existing sidewalk	800	EACH	\$410.00	\$328,000.00
Furnish and install, per the current Caltrans sign specifications, 12"x18" regulatory parking sign, installed onto the existing Streetlight pole with 3/4", type 201 stainless steel banding and heavy duty buckle with straight leg stainless steel brackets.	100	EACH	\$195.00	\$19,500.00
TOTAL				\$368,500.00

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
NO NO	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	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	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 INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY 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 INSURED"

A. PRIMARY COVERAGE

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

B. CROSS LIABILITY

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

C. NOTICE OF CANCELLATION

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

NOTICES SHALL BE EMAILED OR MAILED TO:

EMAIL: InsuranceCerts@CityofPaloAlto.org

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

Certificate of Completion

Envelope Number: 8A027567BD9F407DAB90232A7D487DB9
 Subject: Please DocuSign this document: C15157271 McGuire Contract.pdf
 Source Envelope:
 Document Pages: 17
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled

Status: Completed

Envelope Originator:
 Chris Anastole
 250 Hamilton Ave
 Palo Alto , CA 94301
 chris.anastole@cityofpaloalto.org
 IP Address: 199.33.32.254

Record Tracking

Status: Original
 2/23/2015 2:33:55 PM PT

Holder: Chris Anastole
 chris.anastole@cityofpaloalto.org

Location: DocuSign

Signer Events

John McGuire
 mpci@jps.net
 owner
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 796A3B9822D44EC...

Using IP Address: 66.239.61.206

Timestamp

Sent: 2/23/2015 2:42:06 PM PT
 Viewed: 2/23/2015 3:50:07 PM PT
 Signed: 2/23/2015 3:50:29 PM PT

Electronic Record and Signature Disclosure:
 Accepted: 2/23/2015 3:50:07 PM PT
 ID: 0985c789-f450-4d11-8394-f7502e093a2e

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Robin Ellner
 robin.ellner@cityofpaloalto.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/23/2015 3:50:30 PM PT

Electronic Record and Signature Disclosure:
 Accepted: 2/11/2015 9:51:24 AM PT
 ID: efb775a7-f39e-4c9f-817a-5ec939666ecf

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2015 3:50:30 PM PT
Certified Delivered	Security Checked	2/23/2015 3:50:30 PM PT
Signing Complete	Security Checked	2/23/2015 3:50:30 PM PT
Completed	Security Checked	2/23/2015 3:50:30 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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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.

To request paper copies from City of Palo Alto

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:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- 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:	<ul style="list-style-type: none"> •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:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- 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 TO ESTABLISH A NEW CAPITAL PROJECT IN THE AMOUNT OF \$368,500 IN THE CAPITAL IMPROVEMENT FUND FOR A RESIDENTIAL PREFERENTIAL PARKING PROJECT (PL-15003), TO BE OFFSET BY A TRANSFER FROM THE GENERAL FUND IN THE SAME AMOUNT WHEREBY THE TRANSFER IS FUNDED WITH \$250,000 IN REVENUE FROM THE NEIGHBORHOOD PARKING PRESERVATION DEPOSIT AND A CONTRIBUTION OF \$118,500 FROM THE GENERAL FUND BUDGET STABILIZATION RESERVE.

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

SECTION 1.

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. In June 2012, a public benefit contribution from Lytton gateway established a \$250,000 Neighborhood Parking Preservation Deposit (Ordinance 5158); and

C. On December 2, 2014, Council directed staff to establish a new Residential Preferential Parking (RPP) program in the Downtown neighborhoods; and

D. The program requires the fabrication and installation of new signage; and

E. McGuire-Pacific Contractors submitted the most advantageous proposal to the City in the amount of \$368,500; and

SECTION 2. Therefore, Two Hundred and Fifty Thousand Dollars (\$250,000) from the Neighborhood Parking Preservation Deposit is recognized as revenue in the General Fund and with a decrease in the General Fund Budget Stabilization Reserve in the amount of One Hundred and Eighteen Thousand and Five Hundred Dollars (\$118,500) a transfer from the General Fund to the Capital Improvement Fund in the amount of Three Hundred and Sixty Eight Thousand Five Hundred Dollars (\$368,500) is established to be appropriated to the new Residential Preferential Parking Project (PL-15003).

SECTION 3. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 4. The Council of the City of Palo Alto hereby finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

//

INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

Mayor

APPROVED:

City Manager

Director of Administrative Services

Director of Planning and Community
Environment

Ordinance No. 5158

Ordinance of the Council of the City of Palo Alto Amending Section 18.08.040 of the Palo Alto Municipal Code (The Zoning Map) to Change the Classification of Property Located at 335 Alma Street from CD-N(P) Downtown Neighborhood Commercial and 355 Alma Street from CD-C(P) Downtown Community Commercial to PC Planned Community Zone (PC-5158) for a Four Story, 50 Foot Tall (and an 70 Foot Tall Corner Tower Feature) Mixed Office and Retail Project Containing 52,163 Square Feet of Floor Area

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

SECTION 1.

(a) Lytton Gateway LLC, ("the Applicant") applied on January 21, 2011 to the City for approval of a rezoning application (the "Project") for a new Planned Community (PC) district for a property located at 335 and 355 Alma Street (the "Subject Property") to accommodate the uses set forth below.

(b) The Planning and Transportation Commission, at its meeting of March 16, 2011, advanced the Project with an initiation to consider a Planned Community Zone process for the establishment of Planned Community Zone District.

(c) The Architectural Review Board, at its meeting of November 3, 2011, reviewed the Project design and recommended the City Council approve the project with associated draft conditions of approval 'Exhibit B.'

(d) The Planning and Transportation Commission, after a duly noticed public hearing held February 22, 2012, reviewed, considered, and recommended approval of the draft Mitigated Negative Declaration and an earlier draft ordinance, and recommended that Section 18.08.040 (the Zoning Map) of the Palo Alto Municipal Code be amended to rezone the Subject Property to a new Planned Community zone to permit construction of a five-story, mixed use project, consistent with conditions included in the Planned Community zone related to allowable land uses and required development standards, and subject to provision of the public benefits outlined in the draft ordinance to be considered by Council on March 12, 2012. The Commission also recommended approval of a Comprehensive Plan resolution to designate a portion of the site to Regional Commercial.

(e) The Palo Alto City Council, after a duly noticed public hearing held on March 12, 2012, adopted the Mitigated Negative Declaration and approved the resolution revising the Comprehensive Plan land use designation. The Council

continued its review of the project to allow for revisions by the applicant pursuant to Council direction.

(f) The Palo Alto City Council, after due consideration of the revised project, depicted on 'Exhibit A' (the Project), the analysis of the City Staff, and the conditions recommended by the Planning and Transportation Commission and the Architectural Review Board, finds that the proposed Ordinance is in the public interest and will promote the public, health, safety and welfare, as hereinafter set forth.

(g) The Council finds that (1) the Subject Property is so situated, and the use or uses proposed for the site are of such characteristics that the application of general districts or combining districts will not provide sufficient flexibility to allow for the Project; (2) development of the Subject Property under the provisions of the PC Planned Community District will result in public benefits not otherwise attainable by application of the regulations of general districts or combining districts, as set forth in Section (4)(c) hereof; and (3) the use or uses permitted, and the site development regulations applicable within the proposed district are consistent with the Palo Alto Comprehensive Plan (Goals, Policies, and proposed designation of Mixed Use for the Subject Property) and are compatible with existing and potential uses on adjoining sites or within the general vicinity.

(h) The Council further approves exceptions to Section 18.38.150 allowing height in excess of 35 feet within 150 feet of a residential zone and allowing encroachment into the daylight plane. The Council finds that these exceptions do not result in incompatibility with the adjacent residential uses and do not allow for floor area increases above 50 feet. These determinations are made consistent with the findings of (g) above.

SECTION 2.

Section 18.08.040 of the Palo Alto Municipal Code, the "Zoning Map," is hereby amended by changing the zoning of Subject Property from CD-N(P) and CDC(P) to "PC Planned Community 5158".

SECTION 3.

The City Council hereby finds with respect to the Subject Property that the Project comprises the following uses included in this ordinance for a mixed office and retail development, depicted on the Development Plans dated April 18, 2012, incorporated by reference, including the following components:

(a) A four-story Mixed Office and Retail Building at a height of 50 feet for the enclosed floor area and 70 feet for the unenclosed corner tower feature, with a total of approximately 52,163 total square feet of floor area.

(b) Floors 2-4 of approximately 43,341 square feet consisting of three floors of office use. Floor 2 will be approximately 13,511 square feet and floors 3 and 4 will be approximately 14,915 each. The height to the top of the fourth floor will be 50'.

(c) A Ground Floor of approximately 8,822 square feet consisting of 3,807 square feet of retail use and 3,375 square feet of lobby area and elevator and stairwells to upper floors. The Lytton Avenue side commercial use includes approximately 1,640 square feet of space for lease to a Palo Alto based non-profit organization at below market rent. The Alma Street fronting commercial use includes retail services and eating and drinking services only.

(d) Common Open Space area on the roof of the Building of approximately 4,500 square feet for the exclusive use of the office tenants of the building.

(e) A two and-one-half level underground garage with a minimum of 126 parking stalls, with an entrance from the surface parking area of the Subject Property.

SECTION 4.

Development Plan for the Subject Property dated December 8, 2011, and any approved supplemental materials for the Subject Property, as submitted by the applicant pursuant to Palo Alto Municipal Code Section (PAMC) 18.38.090, shall be subject to the following permitted and conditional land uses and special limitations on land uses, development standards, parking and loading requirements, modifications to the development plans and provisions of public benefits outlined below, and conditions of project approval attached and incorporated as "Exhibit B".

(a) Permitted, Conditionally Permitted land uses shall be allowed and limited as follows: Permitted Uses (subject to the limitations below under Section 4(b)):

- (1) Professional and General Business Offices (excluding medical offices and administrative office uses)
- (2) Retail Services (excluding liquor stores)
- (3) Eating and Drinking Services (excluding drive-in and take-out services)

Conditionally Permitted Uses:

- (1) Private Educational Facility
- (2) Commercial Recreation
- (3) Convalescent Facilities
- (4) Private Clubs, Lodges, and Fraternal Organizations.

(b) Special limitations on land uses include the following:

- (1) The office uses within the project on floors 2-4 shall not exceed a total floor area of 43,341 square feet;

(2) Approximately 1,640 square feet of floor area on the ground floor shall be leased to a Palo Alto-based non-profit for rents not to exceed 25% of market rates for the life of the project.

(3) No medical office use shall be permitted within the development;

(4) No administrative office use shall be permitted within the development;

(5) The "Retail" space along Alma Street as identified on the Development Plan shall be occupied by retail uses and eating and drinking services only.

(c) Development Standards:

Development Standards for the site shall comply with the standards prescribed for the Planned Community (PC) zone district (PAMC Chapter 18.38) and as described in Section Three and Section Four herein and in the Approved Development Plans. The Council further approves exceptions to Section 18.38.150 allowing height in excess of 35 feet within 150 feet of a residential zone and allowing encroachment into the daylight plane. These determinations are made consistent with the findings of Section (1)(g) above.

(d) Parking and Loading Requirements:

In addition to the parking and loading requirements specified in PAMC 18.52 and 18.54, a Transportation Demand Management Plan (TDM) Program shall be developed for the Project in accordance with PAMC 18.52.050(d) for employees of the Project. The TDM plan shall, at a minimum, include bicycle, pedestrian and public transportation functions and an attendant parking program. The TDM plan shall be approved by the Director of Planning and Community Environment prior to issuance of building permits for the site and shall include, at a minimum, transit passes or subsidies for all employees and tenants of the building, car sharing, bike facilities, transportation information kiosks, and the designation of a transportation demand coordinator for the building. The TDM program shall include monitoring reports, which shall be submitted to the Director not later than two years after building occupancy and again not later than five years after building occupancy, noting the effectiveness of the proposed measures as compared to the initial performance targets, and suggestions for modifications if necessary to enhance parking and/or trip reductions. Where the monitoring reports indicate that performance measures are not met, the director may require further program modifications.

Additionally, an agreement for compliance with targeted reductions (minimum 20% single occupant vehicle trip reduction) shall be developed between the owners and the City specifying a penalty schedule for non-compliance graduated over the initial five years of the project and then for every five years thereafter and tied to equivalent fees for in-lieu parking. The agreement shall be in effect prior to building occupancy and shall be recorded to apply to subsequent owners as well.

(e) Modifications to the Development Plan and Site Development Regulations:

Subsequent to construction of the Project consistent with the approved Development Plan, any modifications to the exterior design of the Development Plan or any new construction not specifically permitted by the Development Plan or the site development regulations contained in Section 4 (a) (c) above shall require an amendment to this Planned Community zone, unless the modification is a minor change as described in PAMC 18.76.050 (b) (3) (e), in which case the modification may be approved through the Minor Architectural Review process. Any use not specifically permitted by this ordinance shall require an amendment to the PC ordinance.

(f) Public Benefits:

Development of the site under the provisions of the PC Planned Community District will result in public benefits not otherwise attainable by application of the regulations of general districts or combining districts. The Project includes the following public benefits that are proposed for the Project and in excess of those required by City zoning districts.

(1) Financial contribution of \$625,000 to the City of Palo Alto's Affordable Housing Program (in addition to the required \$850,000 commercial in-lieu housing fee).

(2) Financial contribution of \$625,000 to the City's Parking In-Lieu Fund and payment of \$1,476,200 to cover the cost of 22 in-lieu fee parking spaces (at \$67,100 per space).

(3) Inclusion of 3,807 square feet of ground floor retail uses and eating and drinking service area proximate to the train station.

(4) Inclusion of 1,640 square feet of subsidized non-profit office space to be leased to a Palo Alto-based non-profit at rent not to exceed 25% of market rates for the life of the project.

(5) Provision of two (2) electric vehicle (EV) charging stations at off-site parking spaces directly adjacent to the site along Alma Street (one level 3 and one level 2 charging station), with the applicant responsible for all costs of installing the EV stations. There will be no charge to the members of the public for using the EV charging stations on Alma Street.

(6) Provision of two additional level 2 EV charging stations in the below-grade parking garage.

(7) Provision of one Zip Car rental unit to be located in a designated space within the surface parking lot behind the building that is open to the public

(8) Contribution of \$250,000 to the City for Neighborhood Parking Preservation Projects or Programs.

(9) Contribution of \$60,000 in funding to support City efforts to initiate a parking analysis for Downtown parking improvements.

(10) Provision of 8 surface parking spaces as available to the public at all hours daily (retail spaces), and 16 underground spaces available to the public on nights and weekends.

(11) Development of an extensive Alma Street tree canopy with the addition of 13 new street trees on the west side (Cal Train parking lot side) of Alma Street between Lytton and Everett.

(12) Installation of pedestrian and urban design features, including widened sidewalks and crosswalks, to enhance pedestrian safety and connectivity.

(13) Installation of street and vehicular improvements, including:

a. upgraded traffic signals at the intersection of Lytton and Alma, and high visibility crosswalk striping;

b. southbound left turn lane and associated striping and improvements at the Alma and University ramp (north ramp) to facilitate southbound left turns from Alma to westbound University;

c. striped median and improvements on Alma between University and Lytton;

d. upgraded bike lanes and markings: northbound bike lane on Alma between University and Lytton; westbound bike lane and "bike box" on Lytton at the Alma intersection, and southbound bike lane on Alma approaching Lytton;

e. pedestrian bulb-out along project frontage at the Lytton and Alma corner, to shorten pedestrian crossing distances and walk times while improving safety;

f. new left turn lane from southbound Alma onto eastbound Everett (no change to hours of permitted turns proposed);

g. expanded sidewalk and curb (four feet wider) along Lytton project frontage to enhance pedestrian environment;

h. relocated street trees along Alma from existing sidewalk planting strips to new planters (with new trees) located within parking lane, to increase the usable sidewalk width from 8'3" to approximately 10'3"; i. ten new post-top streetlights along Alma and Lytton at approximately 28-foot spacing, to provide safe and attractive lighting (replacing two existing streetlights);

j. street furnishings, including a bench for pedestrian seating on Alma and trash and recycling receptacles along entire project frontage.

(14) Provision of CalTrain Go-Passes, Eco Passes or the equivalent, as part of the Transportation Demand Management program, for all employees of the commercial spaces for the life of the project.

(g) Development Schedule:

The project is required to include a Development Schedule pursuant to PAMC 18.38.100. The approved Development Schedule is set forth below:

Construction of the Project shall commence on or before January 2013, unless a change in the development schedule is approved by the Director of Planning and Community Environment, not to exceed a one year extension in time, with only one such extension permitted without a hearing, pursuant to PAMC Section 18.38.130. The total time for the project construction and occupancy of tenant spaces is expected to be 16 months, or by April 2014, unless extended by the Director for up to one additional year.

SECTION 5.

Indemnification. To the extent permitted by law, the Applicant shall indemnify and hold harmless the City, its City Council, its officers, employees and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void this ordinance or any permit or approval authorized hereby for the project, including (without limitation) reimbursing the City its actual attorneys fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

SECTION 6.

Monitoring of Conditions and Public Benefits. Not later than three (3) years following the approval of building occupancy by the City and every three (3) years thereafter (except where a shorter timeframe is required in the conditions of approval), the applicant or successor owner shall request that the City review the project to assure that conditions of approval and public benefits remain in effect as provided in the original approval. The applicant shall provide adequate funding to reimburse the City for these costs. If conditions or benefits are found deficient by staff, the applicant shall correct such conditions in not more than 90 days from notice by the City. If correction is not made within the prescribed timeframe, the Director of Planning and Community Environment will schedule review of the project before the Planning and Transportation Commission and Council to determine appropriate remedies, fines or other actions.

SECTION 7.

A mitigated negative declaration (MND) for this project was prepared in accordance with the California Environmental Quality Act and circulated for public

review for a 20-day period beginning October 17, 2011. The City Council approved the MND and Mitigation Monitoring Program at its meeting of March 12, 2012.

SECTION 8.

This ordinance shall be effective on the thirty-first day after the date of its adoption (second reading).

INTRODUCED: MAY 14, 2012

PASSED: JUNE 11, 2012

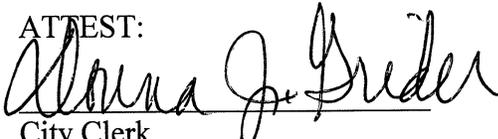
AYES: BURT, ESPINOSA, KLEIN, PRICE, SCHARFF, SCHMID, SHEPHERD, YEH

NOES: HOLMAN

ABSTENTIONS:

ABSENT:

ATTEST:

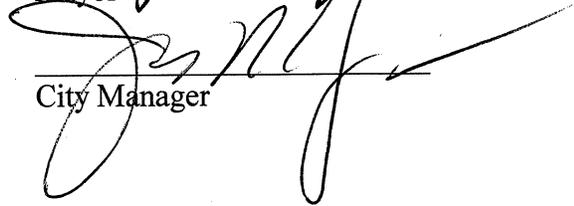


City Clerk

APPROVED:

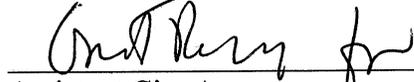


Mayor

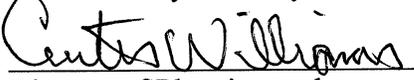


City Manager

APPROVED AS TO FORM:



Assistant City Attorney



Director of Planning and
Community Environment