Summary Title: Animal Shelter Design Services for Medical Suite and New Kennel, and Purchase of Modular Building

Title: Approval of an Exemption from Competitive Solicitation, Approval of a Contract With Swatt Miers Architects Inc. in an Amount Not-to-Exceed $397,725 for Design Services for the Animal Shelter, and Authorization for the City Manager to Purchase a Modular Building from vendor Design Space Modular in an Amount Not-to-Exceed $300,000 for the Animal Shelter Renovation, Capital Improvement Program Project, PE-19002

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council:

1. Adopt the exemption from competitive solicitation by Council action as provided in PAMC section 2.30.330 (regarding professional services agreements), based on Swatt Miers Architects Inc.’s familiarity with the project, ability to perform the services, the failure of the RFI to receive proposals, and due to the tight timeline the City has committed to in its Animal Shelter agreement with Pets In Need;

2. Approve and authorize the City Manager or his designee to execute the attached contract C19174715 with Swatt Miers Architects, Inc. (Attachment A) in an amount not-to-exceed $397,725 for design services including $361,568 for basic services and $36,157 for additional services, for the Animal Shelter Renovation Capital Improvement Program project, PE-19002;

3. Authorize the City Manager or his designee to purchase a modular building in accordance with the City’s agreement with Pets In Need, through vendor Design Space Modular Buildings, Inc., in an amount not-to-exceed $300,000, for the Animal Shelter Renovation Capital Improvement Program Project, PE-19002.

Background/Discussion

For the last forty years, the City of Palo Alto has operated a full-service animal shelter located at 3281 East Bayshore Road. The animal services include a spay and neuter clinic, vaccine clinic, and adoption services for all types of animals. In November 2018, Council approved an
operating agreement with Pets In Need (PIN) ([Staff Report #9822](#)) to provide full-service shelter operation at the Palo Alto Animal Shelter. The agreement identifies the following facility improvement projects the City is responsible for and their completion and installation dates:

- Remodel and expand the medical suite – November 2019
- Addition of 16 new dog kennels (new kennel building) – July 2020
- Install a modular office/classroom – July 2019
- Minor improvements to the existing dog kennels – March 2019

The contract with Swatt Miers Architects, Inc. (SMA) will provide design services for a new one level dog kennel building and the upgrades of the existing medical area at the animal shelter. The scope of work includes schematic design, design development, construction documents, permitting and construction administration as well as meetings with PIN to review the design at appropriate milestones as described in Exhibit A of the contract.

The new kennel building and modular office/classroom will go through the City’s architectural review process. It is anticipated that the medical suite remodel and minor improvements to the existing dog kennels will not require architectural review as the work is considered tenant improvements and maintenance and not visible from outside the building.

### Procurement Process

On November 9, 2018, the City completed an informal, competitive solicitation process for the design services for the remodeling of the medical area at the Animal Shelter by soliciting four consultants by email for Requests for Information (RFIs). On November 26, 2018, no proposals were received. Staff contacted prospective proposers and learned that the lack of proposals was a result of the project’s small size and proposers’ lack of resources for taking on new projects.

As no proposals were received through the informal procedure, Staff solicited a proposal from SMA which has extensive Animal Shelter experience and has worked with PIN and the City over the past two years on various upgrade proposals. Staff subsequently negotiated a contract with SMA, which has affirmed that it is committed to developing a program and plans that support the desired operational procedures of PIN and the City for both the medical area and new kennel. Staff recommends approval of the design contract with SMA in an amount not-to-exceed $397,725.

Staff investigated pricing and options for the purchase of a 2,200 square foot modular office/classroom, including obtaining three informal quotes which were very close in pricing. PIN had previously worked with Design Space Modular Buildings, Inc. to specify the size and layout of the building required. One of the three informal quotes was from Design Space Modular Buildings, Inc. Staff requested, and the City Manager approved, an exemption from competitive solicitation as being impractical under PAMC 2.30.360(b)(2) due to the tight timelines in the agreement with PIN. Staff recommends that Council authorize the City
Manager to approve the purchase of a modular building in an amount not-to exceed $300,000 through Design Space Modular Buildings, Inc. This purchase will expedite the installation and assist in meeting the completion dates specified in the agreement with PIN.

**Timeline/Next Steps**
Design for the medical suite remodel and new kennel buildings have separate timelines to meet the required deadlines in the agreement. Staff will return to Council for approval of construction contracts later in 2019.

**Resource Impact**
The total funding amount of $697,725 is available in Capital Improvement Program project PE-19002 Animal Shelter Renovation.

**Policy Implications**
This project is in conformance with the City of Palo Alto’s Comprehensive Plan and does not represent any changes to existing City policies.

**Environmental Review**
The medical suite remodel is categorically exempt from California Environmental Quality Act (CEQA) under Section 15301(a) of the CEQA guidelines as repair, maintenance or minor alteration of existing facilities, and no further environmental review is necessary. The new modular building is categorically exempt from CEQA guideline Section 15301(e1) as addition to existing structures that will not result in an increase of less than 2,500 square feet. The addition of the new kennel building will go through environmental review as part of the Planning & Community Environment Department’s architectural review process.

**Attachments:**
- Attachment A: Swatt Miers Contract
CITY OF PALO ALTO CONTRACT NO. C19174715
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND SWATT MIERS ARCHITECTS, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 25th day of February, 2019, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and SWATT MIERS ARCHITECTS, INC., a California corporation, located at 5845 Doyle Street, Suite 104, Emeryville, CA 94608. (“CONSULTANT”).

RECLUS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to upgrade the medical area and construct a new kennel area at Palo Alto Animal Services (“Project”) and desires to engage a consultant to provide professional design services 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 at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

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

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by 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 performed under an authorized Task Order and 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 completion of the services in accordance with the Schedule of Performance attached at Exhibit “B” through February 24, 2022 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” (also referred to herein as the “Basic Services”), and reimbursable expenses, shall not exceed Three Hundred Sixty One Thousand and Five Hundred Sixty Eight Dollars ($361,568). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services (defined below) are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed Three Hundred Ninety Seven Thousand Seven Hundred Twenty Five Dollars ($397,725). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. 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.

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 at 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 at pweinvoices@cityofpaloalto.org. 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 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT’s errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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

SECTION 10. INDEPENDENT CONTRACTOR. 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 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.
Option A: No Subcontractor: 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.

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

1. Lea & Braze
2. Mack 5
3. Philip Neumann
4. ZFA

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

CITY’s project manager is Holly Boyd, Public Works Department, Engineering Division, 250 Hamilton Ave., Palo Alto, CA 94303, Telephone: 650-329-2612. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. 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.

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by applicable law, including without limitation California Civil Code section 2782.8, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) to the extent that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. In no event shall the cost to defend and/or indemnify charged to the Consultant hereunder exceed the Consultant’s proportionate percentage of fault, in accordance with California Civil Code section 2782.8. However, notwithstanding the previous sentence, in the event one or more defendants in any such Claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other such party or parties regarding unpaid defense costs, in accordance with California Civil Code section 2782.8.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 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”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or 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 Chief Procurement Officer during the entire term of this Agreement.

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

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.
19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. 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

To CONSULTANT: George Miers
Swatt Miers Architects
5845 Doyle Street, Suite 104
Emeryville, CA 94608
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 due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

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

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

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

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

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

☐ 26.1 This Project is not subject to prevailing wages. CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than $25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than $15,000.

OR

☐ 26.1 CONSULTANT 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 (“DIR”). Copies of these rates may be

Professional Services
Rev. April 27, 2018
obtained at the Purchasing Division’s office of the City of Palo Alto. CONSULTANT 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. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

26.2 CONSULTANT shall comply with the requirements of Exhibit “E” for any contract for public works construction, alteration, demolition, repair or maintenance.

SECTION 27. MISCELLANEOUS PROVISIONS.

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT’s proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT’s proposal, the exhibits shall
27.9 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 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.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.
CONTRACT No. C19174715
SIGNATURE PAGE

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 (Required on contracts over $85,000)

APPROVED AS TO FORM:

____________________________
City Attorney or designee
(Required on Contracts over $25,000)

CONSULTANT
SWATT MIERS ARCHITECTS, INC.

Officer 1
By: George Miers
Name: George Miers
Title: Partner

Officer 2 (Required for Corp. or LLC)
By: Robert Swatt
Name: Robert Swatt
Title: Partner

Attachments:
EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: SCHEDULE OF RATES
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

1. INTRODUCTION

For the last forty years, the City of Palo Alto has operated a full-service animal shelter located at 3281 E. Bayshore Road. The animal services include a spay and neuter clinic, vaccine clinic, and adoption services for all types of animals. In 2018, the City entered into a private-public partnership with Pets In Need (PIN), which calls for renovations to the existing animal shelter building. This Agreement with Consultant is to provide design services for the renovation of the existing building, specifically, for Consultant to design a new one-level kennel building extension and to upgrade the existing medical area at the existing animal shelter. The existing medical area consists of prep, recovery and storage areas, an office and surgery room. The existing areas are small for their purposes, and will be redesigned to increase space for procedures and for more and different types of care and equipment. The Consultant shall refer to the Asbestos Report from City for the animal shelter for planning and design.

2. SCOPE OF SERVICES

The Consultant’s Basic Services for the medical suite and new kennel building, respectively, consist of five Tasks: Task 1, Schematic Design; Task 2, Design Development; Task 3, Construction Documents; Task 4, Permitting; and Task 5, Construction Administration. Each of tasks 1-5, as further described below, are required to be performed separately for both the medical area and new kennel. These two projects also require separate permit and bid documents with their own schedules. In addition, the Consultant shall present the design of the new kennel building to Palo Alto’s Architectural Review Board (ARB).

TASKS 1-5 IN FURTHER DETAIL:

Task 1. Schematic Design

1.1 Project start-up and programming
   a. Consultant and Design Team shall meet with City and Pets In Need (PIN) representatives (2 meetings @ 1 hour each).
   b. Consultant shall review record drawings, reports and studies provided by City.

1.2 Prepare schematic
   a. Consultant shall review the Geotechnical Report and site survey provided by the City.
   b. Consultant shall conduct code analysis and ADA assessment.
   c. Consultant shall coordinate design with City and PIN representatives.
   d. Consultant shall meet with City and PIN (1 meeting @ 2 hours).
   e. Consultant shall prepare outline specifications and schedule for project.
   f. Consultant shall submit an electronic schematic design package to City for review which shall be compromised of the site (plan), architectural (architectural plans,
elevations, and sections), structural (basic structural systems), and any relevant supporting material, including material boards.

1.3 Upon completion of schematic design, Consultant shall provide a schematic-level construction cost estimate for the Project. Consultant shall meet with City and PIN to review cost estimate and compare it to the construction budget to identify opportunities for enhancement or necessity for value engineering.

1.4 Consultant shall coordinate and meet with project team, as needed, including Public Works Engineering, Fire, Planning, Building and Utilities Engineering.

1.5 Consultant shall assist the City in obtaining ARB approval required for implementation for the work. The Consultant shall prepare presentation materials, required drawing sets and present the schematic design to City Boards and Commissions (2 meetings @ 2 hours each with Architectural Review Board (ARB)).

Task 2. Design Development

2.1 Prepare design development package
   a. Consultant shall refine and update schematic design drawings in response to comments from ARB and City representatives.
   b. Consultant shall develop interior, building and site details.
   c. Consultant shall prepare in-progress specifications for projects.
   d. Consultant shall develop interior/exterior design.
   e. Consultant shall prepare interior/exterior product/finish boards.

2.2 Consultant shall submit an electronic design development package to City for review which shall include the architectural, structural, and building systems drawings, and any relevant drawings and materials.

2.3 Consultant shall coordinate and meet with project team, as needed, including Public Works Engineering, Fire, Planning, Building and Utilities Engineering.

2.4 Upon completion of design development, Consultant shall a provide design development-level construction cost estimate and a project schedule including time for permits required.

Task 3. Construction Documents

3.1 Consultant shall prepare construction documents
   a. Consultant shall refine and update design development drawings.
   b. Consultant shall prepare technical specifications for project in CSI format.
   c. Consultant shall coordinate the technical specifications with City’s General Conditions and Construction Contract template.
   d. Consultant shall refine interior design.
e. Consultant shall develop final interior product/finish/furnishing boards.
f. Consultant shall coordinate with City’s design team.

3.2 Consultant shall submit electronic sets of the 65% and 95% construction documents package to City for review which shall include the architectural, structural, and building systems drawings, and any relevant drawings, and materials and specifications. Anticipated plan sheets for submittal to the City shall include but not be limited to the following:

1. Title sheet
2. Stage construction plan and notes
4. Architectural exterior and interior plans, elevation and finish schedule
5. Structural plans and details
6. MEPF plans (including upgrading and relocation of electrical panel)
7. Typical cross sections
8. Cabinetry, doors and miscellaneous details.

3.3 Consultant shall provide a 50% and 80% construction document cost estimate and updated project schedules.

Task 4. Permitting

4.1 Consultant shall assist the City in obtaining all building permits, and other permits as applicable, required for implementation of the work.

4.2 Consultant shall provide final 100% construction documents, estimated timeline and cost estimate to City. All drawings shall be delivered to the City in AutoCAD 2013 and PDF formats.

4.3 Upon completion of construction documents, Consultant shall provide a final construction cost estimate and a final estimated construction timeline for the Project.

Task 5. Construction Administration

5.1 The Consultant shall provide assistance to City staff (e.g. pre-bid meeting with prospective bidders, issuance of addenda, etc.) during the bidding phase of the project as well as construction phase services to be provided (e.g. assistance with Requests for Information, review of contractor submittals, review of change order requests, periodic construction observation to ensure compliance with design, preparation of record drawings, etc.).
EXHIBIT “B”
SCHEDULE OF PERFORMANCE

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

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Completion (No. of Weeks From NTP)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Medical Upgrade Area</strong>¹</td>
<td></td>
</tr>
<tr>
<td>1. Schematic Design</td>
<td>2</td>
</tr>
<tr>
<td>2. Design Development</td>
<td>8</td>
</tr>
<tr>
<td>3. Construction Documents</td>
<td>12</td>
</tr>
<tr>
<td>4. Permitting</td>
<td>18</td>
</tr>
<tr>
<td>5. Construction Administration</td>
<td>42</td>
</tr>
<tr>
<td><strong>New Kennel Building</strong></td>
<td></td>
</tr>
<tr>
<td>1. Schematic Design</td>
<td>18</td>
</tr>
<tr>
<td>2. Design Development</td>
<td>24</td>
</tr>
<tr>
<td>3. Construction Documents</td>
<td>32</td>
</tr>
<tr>
<td>4. Permitting</td>
<td>41</td>
</tr>
<tr>
<td>5. Construction Administration</td>
<td>80</td>
</tr>
</tbody>
</table>

¹ The design of the medical area upgrades is the priority.
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

<table>
<thead>
<tr>
<th>BUDGET SCHEDULE</th>
<th>NOT TO EXCEED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 (Schematic Design—medical suite and kennel)</td>
<td>$48,046</td>
</tr>
<tr>
<td>Task 2 (Design Development—medical suite and kennel)</td>
<td>$76,886</td>
</tr>
<tr>
<td>Task 3 (Construction Documents—medical suite and kennel)</td>
<td>$129,206</td>
</tr>
<tr>
<td>Task 4 (Permitting—medical suite and kennel)</td>
<td>$30,606</td>
</tr>
<tr>
<td>Task 5 (Construction Administration—medical suite and kennel)</td>
<td>$69,624</td>
</tr>
<tr>
<td>Sub-total Basic Services</td>
<td>$354,368</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>$7,200</td>
</tr>
<tr>
<td>Total Basic Services and Reimbursable expenses</td>
<td>$361,568</td>
</tr>
<tr>
<td>Additional Services (Not to Exceed)</td>
<td>$36,157</td>
</tr>
</tbody>
</table>
Maximum Total Compensation $397,725

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: $7,200 (as above)

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 $500 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide Additional Services (as defined in Section 4, entitled “Not to Exceed Compensation” of this Agreement) 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 proposed description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, 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 such services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.
EXHIBIT “C-1”
SCHEDULE OF RATES

1. SWATT MIERS ARCHITECTS, INC. (CONSULTANT)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>285.00 hr.</td>
</tr>
<tr>
<td>Senior Project Manager / Senior Architect</td>
<td>190.00 hr.</td>
</tr>
<tr>
<td>Construction Administrator</td>
<td>175.00 hr.</td>
</tr>
<tr>
<td>Senior Interior Designer</td>
<td>165.00 hr.</td>
</tr>
<tr>
<td>Project Architect / Project Manager</td>
<td>165.00 hr.</td>
</tr>
<tr>
<td>Job Captain</td>
<td>140.00 hr.</td>
</tr>
<tr>
<td>Architect</td>
<td>120.00 hr.</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>120.00 hr.</td>
</tr>
<tr>
<td>Senior Designer / Drafter</td>
<td>120.00 hr.</td>
</tr>
<tr>
<td>Intermediate Designer / Drafter</td>
<td>95.00 hr.</td>
</tr>
<tr>
<td>Junior Designer / Drafter</td>
<td>85.00 hr.</td>
</tr>
<tr>
<td>Administrative Staff</td>
<td>65.00 hr.</td>
</tr>
<tr>
<td>Principal (Construction Development Phase)</td>
<td>$225.00 hr.</td>
</tr>
<tr>
<td>Principal (Construction Administration Phase)</td>
<td>$225.00 hr.</td>
</tr>
</tbody>
</table>

2. ZFA STRUCTURAL ENGINEERS (SUBCONSULTANT)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Principal</td>
<td>$190.00 per hour</td>
</tr>
<tr>
<td>Principal</td>
<td>$170.00 per hour</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$160.00 per hour</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$150.00 per hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$140.00 per hour</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Engineer</td>
<td>$110.00 per hour</td>
</tr>
<tr>
<td>Designer</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Project BIM Manager</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Senior BIM Tech</td>
<td>$110.00 per hour</td>
</tr>
<tr>
<td>BIM Technician</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Engineering Support</td>
<td>$65.00 per hour</td>
</tr>
</tbody>
</table>
3. LEA & BRAZE ENGINEERING, INC. (SUBCONSULTANT)

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Principal</td>
<td>$230/hr</td>
</tr>
<tr>
<td>Senior Project Manager / Sr. Engineer</td>
<td>$205/hr</td>
</tr>
<tr>
<td>Project Manager / Engineer</td>
<td>$180/hr</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$165/hr</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$150/hr</td>
</tr>
<tr>
<td>Civil CAD Drafter</td>
<td>$130/hr</td>
</tr>
<tr>
<td>Depositions and/or court appearance</td>
<td>$475/hr with a 4 hour min.</td>
</tr>
</tbody>
</table>

4. MACK 5 (SUBCONSULTANT)

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Managing Principal</td>
<td>$195 - $222/hr</td>
</tr>
<tr>
<td>Senior Cost and Project Managers</td>
<td>$170 - $195/hr</td>
</tr>
<tr>
<td>Cost and Project Managers</td>
<td>$145 - $170/hr</td>
</tr>
<tr>
<td>Project and Cost Engineers</td>
<td>$120 - $145/hr</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$80/hr</td>
</tr>
</tbody>
</table>

5. NED PATCHETT CONSULTING, INC. (SUBCONSULTANT)

1) Ned Patchett - Certified Arborist $200 per hour.
2) Dan Patchett - Certified Arborist $150 per hour.
3) Kevin Patchett - Certified Arborist $150 per hour.
4) Tina Lourenco - Administrative Assistant $50 per hour.

6. PHILIP NEUMANN ENERGY DESIGN (SUBCONSULTANT)

FEES BASED ON THESE HOURLY AMOUNTS BELOW

<table>
<thead>
<tr>
<th>Service</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MECHANICAL ENGINEER</td>
<td>$185.00</td>
</tr>
<tr>
<td>ENERGY DESIGN AND COMPLIANCE</td>
<td>$175.00</td>
</tr>
<tr>
<td>CAD DRAWINGS</td>
<td>$90.00</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>Worker’s Compensation Employer’s Liability</td>
<td>Statutory</td>
<td>Each Occurrence</td>
</tr>
<tr>
<td>YES</td>
<td>General Liability, including personal injury, broad form property damage Blanket Contractual, and Fire Legal Liability</td>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bodily Injury &amp; Property Damage Combined</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>Automobile Liability, including all owned, hired, non-owned</td>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Each Person</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>Professional Liability, including, errors and omissions, malpractice (when applicable), and negligent performance</td>
<td>All Damages</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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 certificate(s) of insurance evidencing required coverage at the following URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III. Endorsement provisions, with respect to the insurance afforded to “additional insureds”

A. Primary Coverage

With respect to claims arising out of the operations of the named insured, insurance as afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
B. **CROSS LIABILITY**

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

C. **NOTICE OF CANCELLATION**

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

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

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS HOW_TO.ASP