AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
ALFA TECH CAMBRIDGE GROUP
FOR PROFESSIONAL SERVICES
("Construction Management Services
for Civic Center Infrastructure Improvements")

This AGREEMENT is entered into February 18, 2008, by and
between the CITY OF PALO ALTO, a chartered city and a municipal
corporation of the State of California ("CITY"), and Alfa Tech
Cambridge Group, a California General Partnership located at 345
California Avenue, Suite 3, Palo Alto, CA 94306 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to execute infrastructure improvements to the
Civic Center, located at 250 Hamilton Avenue, Palo Alto ("Project")
and desires to engage a consultant to provide construction
management (CM) services in connection with the Project
("Services").

B. CONSULTANT has represented that it and any subconsultants have
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.

D. CONSULTANT has agreed to perform the Services on the terms and
conditions contained in this Agreement.

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

AGREEMENT

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

SECTION 2. TERM. The term of this Agreement shall be from the
date of its full execution through completion of the services

Professional Services
Revised 10/16/07
unless terminated earlier pursuant to Section 21 of this Agreement.

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

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed Five Hundred Seventeen Thousand Two Hundred Eighty Dollars ($517,280). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed Fifty Two Thousand Dollars ($52,000). The applicable rates and schedule of payment are set out in Exhibit “C”, entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

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

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C”). 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.

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 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

CONSULTANT shall report immediately to the CITY's project manager, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

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

SECTION 9. NOT APPLICABLE.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY. The manner and means of conducting the Services are the responsibility of and under the control of CONSULTANT, except to the extent they are limited by applicable law and the express terms of this Agreement.
CONSULTANT will be responsible for employing or engaging all persons necessary to perform the Services. All contractors and employees of CONSULTANT are deemed to be under CONSULTANT’S exclusive direction and control. CONSULTANT shall be responsible for their performance.

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

SECTION 12. SUBCONTRACTING.

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

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning such 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 as John Olsson as the Principal-In-Charge to have overall responsibility for the performance of the contract; Joe Mulholland as the Senior Project Manager responsible for oversight of the project; and Mike Boyle as the Project Superintendent who will act as the Resident Project Representative. If circumstances or conditions subsequent to the execution of this Agreement cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The project manager will represent CITY for all purposes under this Agreement. Karen Smith is designated as the project manager for the CITY and will be assisted by Padmakan M. Chaobal, the Project
Engineer. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. DUTIES OF CITY. To assist CONSULTANT in the performance of the Services, CITY will furnish or cause to be furnished the specified services and/or documents described in Exhibit "A" and such other available information as may be reasonably requested by CONSULTANT.

SECTION 15. OWNERSHIP OF MATERIALS.

15.1. All drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests (including all copyrightable interests arising under the 1990 Architectural Works Copyright Protection Act) developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use. 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.

15.2. In addition to the provisions of Subsection 15.1., above, the following shall apply to all plans, drawings, specifications, and related reports and documents, and electronic equivalents (collectively "Plans") developed pursuant to this Agreement:

15.1.1. CITY shall have the right to reproduce and use the Plans for purposes of the Project that is the subject of this Agreement, including, but not limited to, any use associated with construction, reconstruction, modification, management, maintenance, and renovation of the Project.

15.2.2. CITY shall have the right to reproduce, use and modify the PLANS, or portions thereof, in the design and construction of any other future CITY project. CITY acknowledges that CONSULTANT does not warrant the suitability of the PLANS for reuse other than as needed for the Project that is the subject of this AGREEMENT.

15.2.3. The right of the CITY to modify and reuse the PLANS pursuant to this Subsection 15.2. is subject to the provisions of California Business and Professions Code Sections 5536.25, 6735, 6735.3 or 6735.4, whichever is applicable.

SECTION 16. 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 17. INDEMNITY. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

Notwithstanding the above, nothing in this Section 17 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.

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 17 shall survive the expiration or early termination of this Agreement.

SECTION 18. 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 19. INSURANCE.

19.1. 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 the City of Palo Alto as an additional insured under any general liability or automobile policy or policies.

19.2. All insurance coverage required hereunder shall be provided through carriers with Best’s Key Rating Guide ratings of A-:VII or higher which are admitted 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.

19.3. 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, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Purchasing Manager during the entire term of this Agreement.

19.4. 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 20. WORKERS' COMPENSATION. CONSULTANT, 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.

SECTION 21. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

21.1. 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.

21.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving ten (10) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.
21.3. 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.

21.4. 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.

21.5. 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 22. 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: Attention of the project director
at the address of CONSULTANT recited above

SECTION 23. CONFLICT OF INTEREST.

23.1. 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.

23.2. 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.

23.3. 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 24. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT agrees that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Chapter 2.28 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Chapter 2.28 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit "E".

SECTION 25. MISCELLANEOUS PROVISIONS.

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

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

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

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

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and CONSULTANTs, as the case may be, of the parties.
25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

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

25.8. 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 25.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

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

Senior Asst. City Attorney

CITY OF PALO ALTO

Assistant City Manager

APPROVED:

Director of Administrative Services

Director of Public Works

Attachments:
EXHIBIT "A": SCOPE OF WORK
EXHIBIT "B": SCHEDULE OF PERFORMANCE
EXHIBIT "C": COMPENSATION
EXHIBIT "D": INSURANCE REQUIREMENTS
EXHIBIT "E": CERTIFICATION OF NONDISCRIMINATION
EXHIBIT “A”: SCOPE OF PROJECT AND TIME SCHEDULE

CIVIC CENTER INFRASTRUCTURE PROJECT – CIP PF-01002
CONSTRUCTION MANAGEMENT SERVICES

1. INTRODUCTION

The City of Palo Alto is upgrading the Civic Center building, located at 250 Hamilton Ave, Palo Alto, CA. The scope of work includes replacement or retrofit of the building ventilation systems, garage ventilation systems, boiler, building emergency generator, electrical systems and distribution wiring, life safety system, and accessibility improvements. The Consultant’s services shall include full Construction Management Services as required to accomplish the above project using a multiple prime delivery method.

2. SCOPE OF SERVICES

All work described below will be done in conjunction with the City of Palo Alto’s ongoing review and approval.

A. General Requirements

The Construction Manager shall provide a construction professional or professionals to represent the City on-site. This Resident Project Representative (RPR) shall be approved by the City as having appropriate work experience for the position. If at any time, the City is not satisfied with the performance of the RPR, the City reserves the right to request the services of a different individual. If for any reason the Consultant, Alfa Tech Cambridge Group (ATCG), proposes a change of the RPR during the course of the project, the City reserves the right of approval of the new RPR.

Office space and equipment for Consultant’s staff shall be provided by Consultant.

B. Preconstruction

Document and Constructability review: ATCG will review the plans and specifications. ATCG will provide a constructability review for the project documents and make appropriate recommendations to the City. ATCG will work with and coordinate with the Architect/Engineers who have provided design services and will be providing Construction Administration services (under separate contracts) to avoid duplication of services. ATCG will write up the “Instructions to Bidders” which will define the scope of work that must be included in each of the multiple prime contractor trade bid packages. ATCG will prepare the documentation required to ensure all the required work is included in the multiple prime contractor request bid packages and contracts. ATCG will prepare bid sheet breakdown for each bid package. ATCG will become familiar with the various City department functions and requirements for project coordination.
Schedule: ATCG will develop a master construction schedule for the project with input from the City. This schedule will be incorporated in the multiple prime contractors' IFB packages and be refined with the multiple prime contractors selected to perform the work. The schedule will take into account the necessity to maintain all the building functions including the emergency call center, the City's central computer room, and Police Department. ATCG will take into account the fact that the building must remain fully occupied and functional at all times. All construction related activities will be planned to ensure scheduling of disruptive work is kept to a minimum and is performed off hours.

Bidding: ACTG will organize and manage bid advertisement and contractor participation. ACTG will review the multiple prime contractor bids for completeness and compliance with the technical portions of the bid requirements as set forth in the specifications and make a recommendation for award or rejection. ATCG will assist and manage the bid period work items including clarifications, bid evaluations, and bid compliance with contract documents. ATCG will review the prime subcontractor list for completeness and compliance with the bid documents.

Budget: ATCG will work with the City to develop a budget format and tracking system. ATCG will review the current budget and offer an opinion to the projected cost of work.

Hazardous Material Abatement: ATCG will propose and manage a program to ensure proper hazardous materials investigations and reports are generated and followed. ATCG will assist the City to manage the abatement process to ensure compliance with all applicable laws.

C. Construction Management

Daily Construction Management: ATCG will coordinate and manage the day-to-day construction work performed by the multiple prime contractors and their subcontractors. ATCG will manage the process to see that City services are not disrupted and there is minimum impact to the City operations and staff. ATCG will ensure that coordination is maintained between all parties that must be made aware of daily construction activities and that good communication is maintained. ATCG will implement expeditious methods for resolving conflicts. ATCG will handle all coordination with City staff.

Building Inspections and Permit: ATCG will coordinate all building inspections with the prime contractors prior to calling for inspections by the City Building Inspection division.

Documentation: ATCG will prepare and/or review all necessary documentation for the project including, but not limited to, daily logs and inspection progress reports, photos/videos, Requests for Information (RFI), correspondence, shop drawings, and other contractor submittals. ATCG will maintain all files and documentation for properly managing the project. ATCG will track all RFI correspondence and submittal status.

ATCG will review and comment on any project-related correspondence as requested by the Project Manager. Routine correspondence that is related to product information or
minor design issues may be prepared and answered by ATCG on its letterhead, with a copy of the response directed to the Project Manager and the Design Architect. Correspondence requiring City response shall be reviewed, approved, and signed by only the Project Manager.

**Schedule Updates and monitoring:** ATCG will work with the City’s Project Manager to prepare milestone dates and overall schedules for the work for use by the individual contractors to prepare individual CPM schedules. ATCG will analyze, monitor and update the master schedule as the project progresses. ATCG will analyze the schedule for logical construction, constraints, level of critical activities and to verify progress in conjunction with the analysis of pay applications. ATCG will review contractors’ individual CPM schedules, monitor the contractor’s progress, notify the City of any slippage and coordinate contractor recovery plans. ATCG will coordinate any construction logistics plans of the contractors.

**Progress Payments:** ATCG will review progress payment requests submitted by multiple prime contractors, within five (5) days of receipt and verify the accuracy and percentage of completion against the schedule, and resolve any discrepancies in the invoices. ATCG will review the invoices and backup for completeness and compliance with contract documents and make a recommendation to the Project Manager for payment of the progress payment requests.

**Change Order Monitoring and Processing:** ATCG will review and evaluate all contractor extra work requests. ATCG will review the contract documents to determine entitlement, complete an independent estimate of the cost of the changes, and reconcile with the contractor’s change order request. ATCG will prepare extra scope of work authorizations for City approval and track all scope and schedule changes. Should there be disagreements with change order validity, ATCG will implement expeditious methods for resolving conflicts.

**Meetings:** Throughout the construction process, ATCG will be prepared to address comments and concerns of the construction contractors, the design architect and engineers, and the City’s Project Manager on an as-needed basis. ATCG will set up and conduct weekly progress meetings and any other meetings necessary to facilitate the project work. ATCG will write and distribute the meeting agendas, and meeting minutes, including: City-CM meetings, regular site meetings, and meetings with city staff, contractors, and various City departments. The meeting minutes will explicitly track who has the responsibility for each action item with expected completion dates.

**Miscellaneous:** ATCG will review and comment on any project related correspondence if requested by the Project Manager. ATCG will address comments and concerns of the multiple prime contractors and the Architect/Engineer as needed.

**Testing Agencies:** Testing agency will be under contract with the City. ATCG will coordinate and schedule the testing agency services for materials testing and special
inspections. ATCG will ensure that all required sign-offs are reviewed and distributed and are in compliance with the specifications.

Quality Control and Assurance: ATCG will monitor the contractors work for any deviations in scope, schedule or performance and keep the City informed of any issues that may arise.

Record Drawings: ATCG will coordinate the preparation of record drawings with the contractors, Architects, and Engineers on a regular basis, both during the construction and post construction phases, and review the drawings for “as-built” accuracy.

Training: ATCG will set up and coordinate contractor provided training of City staff as required by the contract documents and as necessary to ensure that the appropriate City personnel are adequately trained and familiar with the new and refurbished equipment.

Commissioning: ATCG will manage and coordinate the commissioning of the new and refurbished equipment with the contractors and design consultants to ensure that all new and refurbished equipment have been installed in accordance with the contract documents, are working properly as stand-alone equipment, and are working properly as part of a complete system.

D. Post Construction – Close Out

Record Drawings: ATCG will coordinate the preparation of record drawings with the contractors, Architects, and Engineers on a regular basis, both during the construction and post construction phases, and review the drawings for “as-built” accuracy.

Close Out: ATCG will ensure completion and delivery of all contractor required close out documentation including operation and maintenance manuals, record drawings, and warranties. ATCG will review all these materials for compliance with the contract documents and for completeness. Any deficiencies of discrepancies will be reported to the City Project Manager for her information and notice will be given to the Contractor for correction. ATCG will work under the direction of the City’s Project Manager to resolve any contract claim issues that may arise (stop work notices, bonding, delays, extra work, etc).

Files to City: ATCG will consolidate and deliver all project files and documentation maintained by the Construction Manager to be retained by the City.

Warranty: ATCG will coordinate correction of all defective work items that are included in the projects warranty period to repair or replace defective work.

3. DRAWINGS AND SPECIFICATIONS
Document type and format for the project are as follows: Specifications in electronic “Word” document format, drawings on CD in AutoCad version R14 or R2000. Drawings shall be on a 36” x 48” sheet size with a scale of 1/4” = 1'. Record Drawings to be submitted to the City: one hard copy set and soft copy on CD in Autocad Version R14 or R2000.

4. PROJECT ADMINISTRATION

Karen Smith, Manager of Facilities Maintenance and Projects, will be the City’s Project Manager, unless directed otherwise by the City. All questions, correspondence and invoices will be addressed to the Project Manager at (650) 496-6973. Fax number is (650) 496-6958. All correspondence shall be addressed to the City of Palo Alto, Facilities Management Division, P.O. Box 10250, Palo Alto, CA, 94303.

5. TIME SCHEDULE

The Consultant shall complete all Project and Construction Management services within the term period for this agreement which shall be through the completion of the post construction and close out phase. CM Services are awarded for Phase I only at this time.

CM Services may be extended to Phase II and III of the project pursuant to approval of funding for those phases, and the quality of the consultant’s work is acceptable during the previous phase of the contract.
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<td>1 day</td>
<td>Wed 7/2/08</td>
<td>Wed 7/2/08</td>
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<tr>
<td>10</td>
<td>Contractor conformance</td>
<td>14 days</td>
<td>Thu 7/3/08</td>
<td>Tue 7/22/08</td>
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<tr>
<td>11</td>
<td>City signature</td>
<td>5 days</td>
<td>Wed 7/23/08</td>
<td>Tue 7/29/08</td>
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<tr>
<td>12</td>
<td>NTP</td>
<td>1 day</td>
<td>Wed 7/30/08</td>
<td>Wed 7/30/08</td>
</tr>
<tr>
<td>13</td>
<td>Start of construction</td>
<td>1 day</td>
<td>Wed 8/20/08</td>
<td>Wed 8/20/08</td>
</tr>
<tr>
<td>14</td>
<td>Construction</td>
<td>180 days</td>
<td>Thu 8/21/08</td>
<td>Wed 4/29/09</td>
</tr>
<tr>
<td>15</td>
<td>Closeout</td>
<td>25 days</td>
<td>Thu 4/30/09</td>
<td>Wed 6/3/09</td>
</tr>
</tbody>
</table>
EXHIBIT C: COMPENSATION

Basic Services:

The fees for this work shall include all Consultant costs necessary for providing the desired services including sub-consultant costs, reimbursables, and meetings.

Consultant shall provide all basic services for a not-to-exceed fee of five hundred three thousand two hundred eighty dollars ($503,280).

Pre-Construction $75,000
Construction $398,280
Closeout $30,000
Total Base Fee (Not-to-Exceed) $503,280
Reimbursable Allowance $14,000
Total Fee Not-to-Exceed $517,280

Reimbursable Allowance:

Reimbursables shall include travel, document reproduction costs, mailing and courier services. Mileage shall be reimbursed at the City’s current standard rate.

Additional Services:

Additional Services (Not-to-Exceed) $52,000

Consultant shall be paid on a time and material basis according to the hourly rates below, should any work be requested by the City which falls outside the basic services of this project. All additional services work must be authorized in advance in writing by the City’s Project Manager prior to accomplishment of the work.

Principal $190
Sr. Project Manager $160
Estimator/Scheduler $165
Project Superintendent $140
Project Engineer $120
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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER’S LIABILITY</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>STATUTORY</td>
<td></td>
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<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING</td>
<td></td>
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<tr>
<td></td>
<td>PERSONAL INJURY, BROAD FORM</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>PROPERTY DAMAGE BLANKET</td>
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<tr>
<td></td>
<td>CONTRACTUAL, AND FIRE LEGAL</td>
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<tr>
<td></td>
<td>LIABILITY</td>
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<tr>
<td></td>
<td>BODILY INJURY</td>
<td></td>
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<tr>
<td></td>
<td>PROPERTY DAMAGE</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>$1,000,000</td>
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<td></td>
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<td></td>
<td>$1,000,000</td>
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<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING</td>
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<td></td>
<td>ALL OWNED, HIRED, NON-OWNED</td>
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<td></td>
<td>BODILY INJURY</td>
<td></td>
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<td>- EACH PERSON</td>
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<td>- EACH OCCURRENCE</td>
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<td></td>
<td>PROPERTY DAMAGE</td>
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<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td>
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<td>$1,000,000</td>
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<td></td>
<td>$1,000,000</td>
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</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
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<td></td>
<td>ALL DAMAGES</td>
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<td></td>
<td>$1,000,000</td>
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</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 day advance notice to City of change in coverage or of 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. Contractor must submit certificates(s) of insurance evidencing required coverage.

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

Rev. 11/07
EXHIBIT "D"
INSURANCE REQUIREMENTS

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

C. NOTICE OF CANCELLATION

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

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

NOTICES SHALL BE MAILED TO:

PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.
# ACORD CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**
Phone: 510-578-2000  Fax: 510-578-2101
Allied North America Insurance Brokerage of California, LLC  License #0836391
29300 Civic Center Dr. Ste 390  Fremont CA 94538

**INSURED**
Alfa Tech Cambridge Group, LLC
97 East Brokaw Road
Suite 300
San Jose CA 95112

**DATE**
10/30/2007

**INSCRIBERS**
- Lexington Insurance Company 19437
- Palos Insurance Company 35408
- Continental Casualty Insurance 20443

**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>BRR ADDL</th>
<th>LT. MANB</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
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<td>GENERAL LIABILITY</td>
<td>7354974</td>
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<td>8/31/2008</td>
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<td>CLAIMS MADE X OCCUR</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
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<td></td>
<td>ALL OWNED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>EXCESS/UMBRELLA LIABILITY</td>
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<td>OCCUR CLAIMS MADE</td>
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<td>DEDUCTIBLE RETENTION</td>
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</table>

**B**

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

<table>
<thead>
<tr>
<th>BRR ADDL</th>
<th>LT. MANB</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td></td>
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<td>WGC STATUTORY LIMITS</td>
<td>DCP00015300</td>
<td>9/14/2007</td>
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<td></td>
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<td>EL. EACH ACCIDENT $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>EL. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td></td>
<td></td>
<td>EL. DISEASE - POLICY LIMIT $1,000,000</td>
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<td></td>
</tr>
</tbody>
</table>

**C**

OTHER PROFESSIONAL LIABILITY

<table>
<thead>
<tr>
<th>BRR ADDL</th>
<th>LT. MANB</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>PROFESSIONAL LIABILITY</td>
<td>AEA288240245</td>
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<td>Limits:</td>
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<td></td>
<td>EACH CLAIM $1,000,000</td>
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<td></td>
<td>EACH AUTO $2,000,000</td>
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</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: All work performed under written contract by the named insured. The city of Palo Alto, its council, members, officers, agents, and employees are added as additional insureds per the attached endorsement. This insurance is Primary.

**CERTIFICATE HOLDER**
Purchasing and Contract Administration
City of Palo Alto
P. O. Box 10250
Palo Alto, CA 94303

**CANCELLATION**
Ten Day Notice for Non-Payment.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**AUTHORIZED REPRESENTATIVE**

ACORD 25 (2001/08)
### SUMMARY OF INSURANCE

**For:** Cambridge CM, Inc  
Attn: Bill Hammerson  
345 S. California Ave., Ste 3  
Palo Alto, CA  
94306  
650-543-3030

**Prepared:** 11/01/07  
Insurance by Allied Brokers-1  
Lic # 0525309  
630 Cowper Street  
Palo Alto, CA  
94301  
650-328-1000

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
<th>Company</th>
<th>Policy No</th>
<th>Eff</th>
<th>Exp</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Auto</td>
<td></td>
<td>Travelers Insurance Companies</td>
<td>16804431L9635CT07</td>
<td>07/29/07</td>
<td>07/29/08</td>
<td></td>
</tr>
</tbody>
</table>

* See Attached Vehicle Schedule
EXHIBIT E

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

1. If Proposer is INDIVIDUAL, sign here:

   Date: 06-Nov-07
   [Signature]

   Proposer's Signature

   John Olsson, Principal
   Proposer's typed name and title

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least (2) Partners or each of the Joint Venturers shall sign here:

   Alfa Tech Cambridge Group
   Partnership or Joint Venture Name (type or print)

   Date: 06-Nov-07
   [Signature]

   Member of the Partnership or Joint Venture signature

   Date: 06-Nov-07
   [Signature]

   Member of the Partnership or Joint Venture signature

3. If Proposer is CORPORATION, the duly authorized officer(s) shall sign as follows:

   The undersigned certify that they are respectively:

   [Signatures]
   Title and Title

   Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

   Corporation Name (type or print)

   By: [Signature] Date: ________________
   Title: ________________________________

   By: [Signature] Date: ________________
   Title: ________________________________

City of Palo Alto – RFP 124310