 AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
GEODESY, a Partnership,
FOR PROFESSIONAL SERVICES
GIS Consultant Services

This AGREEMENT is entered into 07/01/2008, by and
between the CITY OF PALO ALTO, a chartered city and a
municipal corporation of the State of California ("CITY"), and
GEODESY, a Partnership, located at 8 California Street, Suite
650, San Francisco, CA, 94111, "CONSULTANT").

RECITALS

The following recitals are a substantive portion of
this Agreement.

A. CITY desires to engage a CONSULTANT to provide GIS
Consultant Support 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", Scope of Services, 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", Scope of Services, 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 to 06/30/2009, unless
terminated earlier pursuant to Section 20 of this Agreement.
CITY maintains the option to renew for up to two additional
one year periods.

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. 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”, Scope of Services, including both payment for professional services and reimbursable expenses, shall not exceed one hundred forty nine thousand nine hundred thirty dollars ($149,930.00). The applicable rates and schedule of payment are set out in Exhibit “B”, 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 “B”. 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 “B”). 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. Requests from the CITY for quick response programming resulting in Software solutions delivered which are not tested for all applications, which the CITY acknowledges as such, are excepted.

SECTION 9. 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 10. 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 11. SUBCONTRACTING. Notwithstanding Section 10 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are identified in Exhibit “A”. CONSULTANT shall be responsible for directing the work of the 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 12. PROJECT MANAGEMENT. CONSULTANT will assign Chip Eitzel as the project director to have supervisory responsibility for the performance, progress, and execution of the Services. If circumstances or conditions subsequent to the execution of this Agreement cause the substitution of the project director or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The city manager will represent CITY for all purposes under this Agreement. Dave Matson is designated as the project manager for the CITY. 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 13. 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 14. OWNERSHIP OF MATERIALS. All drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests 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.

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. 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.

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 the City of Palo Alto 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 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.

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

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, 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. 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 20. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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 21. 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 22. CONFLICT OF INTEREST

22.1. 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.

22.2. 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.

22.3. 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

SECTION 23. 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
"D".

SECTION 24. MISCELLANEOUS PROVISIONS.

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

24.2. 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.

24.3. 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.

24.4. 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.

24.5. 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.

24.6. 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.

24.7. 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.

24.8. 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 24.8 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.

CITY OF PALO ALTO

APPROVED AS TO FORM:

Senior Asst. City Attorney

APPROVED:

Assistant City Manager

Director of Administrative Services

INSURANCE REVIEW:

Contract Manager

GEODESY

By: [Signature]

Name: CHARLES EITZEL

Title: PARTNER

(If corporation: President or Vice-President)

By: __________________________

Name: __________________________

Title: __________________________

(If corporation: Secretary or Treasurer)

Taxpayer Identification No.

(Compliance with Corp. Code § 313 is required if the entity on whose behalf this contract is signed is a corporation. In the alternative, a certified corporate resolution attesting to the signatory authority of the individuals signing in their respective capacities is acceptable)

Attachments:

EXHIBIT "A": SCOPE OF SERVICES
EXHIBIT "B": COMPENSATION
EXHIBIT "C": INSURANCE
EXHIBIT "D": NONDISCRIMINATION COMPLIANCE FORM
Scope of Work for Fiscal Year 2008 - 2009

This scope of work describes the tasks to be performed by Geodesy in support of the PAGIS project for fiscal year 2008 – 2009. Geodesy’s proposed work plan focuses on data exchange and integration with other City systems and on broadening access to the GIS data.

The total cost for this scope of work is $149,930. The cost basis is 1034 hours at the rate of $145.00 per hour. Billing will be on a monthly basis for hours worked.

Task 1: Dox Enhancements, Utilities, and Data Processing

This task provides for continuing enhancements to the Dox document management system. Dox is a Windows folder and file structure currently used to organize the electronic documents for the Building, Planning, and Fire departments and the City Clerks office. This task may include, for example, work for the Fire Department automating their retention schedule and setting-up InDox as well as work for the Planning Department indexing newly scanned documents into their document vault.

Task 2: CADStat Extensions

This task provides for the continuing evolution of CADStat, the City’s GIS viewer for emergency and field operations. Activities under this task may include:

- Extend the application for use by utility operations field, including dispatch and wall-map use.
- Add map graphics from on-line sources so that the system may be used for AVL and incidents outside of the City’s mapped extent.
- Add driving directions for shortest path routing from on-line sources.
- Mark police posts. Posts that are occupied for field operations could be color coded.
- Enhance the map graphics used in CadStat by, for example, adding a keymap, allowing the map to rotate when used in-vehicle so that the direction of travel is up on the map, and improving map display speed.

Task 3: Reg-Free Application Updates

In this task, Geodesy will continue the migration of GIS applications away from the use of the Windows Registry so that the applications can be more easily installed and administered by the City’s GIS staff. Most significantly, the reg-free movement allows network security to be increased across the City while still allowing the GIS applications to automatically receive the latest updates. This is
an extension to the effort applied to the DoxView application in FY 06-07 and CadStat in FY 07-08.

**Task 4: Systems Integration and Import/Export Automation**

This task provides time to link or move data between the GIS and other information systems used by the City. For example, possible activities may include:

- Format the GIS address data for uploading to the US Census Bureau.
- Provide a data mapping between the GIS locations such as addresses and meter locations to SAP regional structures, premises, and device structures.
- Develop a process for loading and maintaining ZIP+4 for CASS compliance.
- Streamline the process to geocode Accela-based building permits and link permit documents to permit locations.

**Task 5: Pavement Management Extensions**

In FY 07-08, the City's Pavement Management System (PMMS) was updated to comply with Metropolitan Transportation Commission (MTC) condition assessment criteria. Under this task, PMMS will be extended to include analysis capabilities such as budget forecasting similar to MTC's Street Saver application.

**Task 6: CalFire GeoTree Updates**

The City has recently been awarded an Urban Forestry Management Plan grant from CalFire to inventory and improve management of the City's urban forest. This grant stipulates that a portion of the funding be directed towards GIS automation.

Under this task, GeoTree, the City's existing GIS tree management application, will be extended to include service request and work order interfaces. These activities will be coordinated with SAP either through programmatic services or import/export functions.

**Task 7: Browser-based Point Editing Automation**

The Gedit application was introduced in FY 07-08 to allow for on-line editing of GIS point features such as trees and gas meters. This task will provide extensions to Gedit including a sub-system to assist the GIS staff in reconciling edits made on-line with the data already in the GIS and will extend the use of Gedit for generalized GIS map and attribute viewing such as building and street permit locations and information.
Task 8: **GIS/CAD Integration Updates**

The City's Utilities Engineering has completed a significant update to the gas and water system graphics. Utility Operations desires these updates be merged with existing asset attribute information in the GIS. To this end, Geodesy will work with CadMasters, the City's AutoCAD consultant, to update existing GIS/CAD automation and develop new tools to expedite the data aggregation.

Task 9: **GIS Export Enhancements**

The demand for and use of GIS export formats such as DXF, Shape, and especially KML is increasing. This task will provide for extensions to the GIS' data export capabilities. Extensions may include:

- Export time series data to KML such as the dates permits have been issued.
- Draw map tiles to on-line viewers on demand. This will decrease administrative work in creating tile series for presentation in browser-based map viewers and decrease on-line data latency.
- Refine the GIS administrator's control over the type and amount of GIS data exported by individual user groups.

Task 10: **Special Project Support**

This task provides time to support various departmental special projects. For example, possible activities may include:

- Develop macros for routine procedures.
- Create custom print layouts.
- Add support for new GPS equipment.
- Reconcile locations from external datasets with the GIS.
Exhibit B

Estimate for FY 08-09

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Hours</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>Dox Enhancements, Utilities, and Data Processing</td>
<td>90</td>
<td>13,050</td>
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<td>2</td>
<td>CADStat Extensions</td>
<td>180</td>
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<td>RegFree Application Updates</td>
<td>75</td>
<td>10,875</td>
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<td>Systems Integration and Import/Export Automation</td>
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<td>Pavement Management Extensions</td>
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<td>6</td>
<td>CalFire GeoTree Updates</td>
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<td>29,000</td>
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<td>7</td>
<td>Browser-based Point Editing Automation</td>
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<td>GIS Export Enhancements</td>
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<td>10</td>
<td>Special Project Support</td>
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<td>18,125</td>
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Total: 1034 149,930

Billing rate: $145 per hour
EXHIBIT C
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 A 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>
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<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION AUTOMOBILE LIABILITY</td>
<td>STATUTORY</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td></td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>COMPREHENSIVE GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>EACH OCCURRENCE: $300,000</td>
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<td>PROPERTY DAMAGE</td>
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<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED.</td>
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<td>YES</td>
<td>COMPREHENSIVE AUTOMOBILE LIABILITY, INCLUDING, OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td>EACH OCCURRENCE: $300,000</td>
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<td>PROPERTY DAMAGE</td>
<td></td>
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<td></td>
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<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$300,000</td>
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<td>NO</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>AGGREGATE: $1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: PROPOSER, 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 HEREBE DESCRIBED, INSURING NOT ONLY PROPOSER AND ITS SUBCONSULTANS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURES CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I. INSURANCE COVERAGE MUST INCLUDE:
   
   A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
   
   B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY – SEE SECTION TBD, SAMPLE AGREEMENT FOR SERVICES.

II. SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE, OR COMPLETE THIS SECTION AND IV THROUGH V, BELOW.

   A. NAME AND ADDRESS OF COMPANY AFFORDING COVERAGE (NOT AGENT OR BROKER):

   B. NAME, ADDRESS, AND PHONE NUMBER OF YOUR INSURANCE AGENT/BROKER:

   POLICY NUMBER(S):
Exhibit D

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: __________________________

Proposer's Signature

______________________________

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:

Geodesy

Partnership or Joint Venture Name (type or print)

Date: 3·Oct·2007 Charles Engel

Member of the Partnership or Joint Venture signature

Date: 3·Oct·2007 Jean-Paul Lavoie

Member of the Partnership or Joint Venture signature

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

The undersigned certify that they are respectively:

_________________________ and ______________________
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