AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.
FOR PROFESSIONAL SERVICES

FORMER LOS ALTOS TREATMENT PLANT SITE FEASIBILITY STUDY

This AGREEMENT is entered into ____________, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC., a corporation in the state of California with offices located at 211 Linden Avenue, South San Francisco, CA 94080 ("CONSULTANT").

RECATALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to relocate several existing facilities or operations to new locations within the City ("Project") and desires to engage a consultant to study and report on the cost and feasibility of same 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, 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 in accordance with the Schedule of Performance attached as Exhibit "B" unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. 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 Professional Services

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CONSULTANT, CONSULTANT is not responsible for delays beyond its reasonable control.

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 one hundred seventy-eight thousand four hundred dollars ($178,400.00). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed one hundred ninety-five thousand four hundred dollars ($195,400.00). 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 percentage of completion of each task or phase of services. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

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

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

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

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

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

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

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

SECTION 12. SUBCONTRACTING.

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. Davis Langdon (Cost Consultant)
2. GLS (Landscape Design)
3. Mark Thomas & Co. ((Civil Engineering)
4. Maintenance Design Group (Municipal Service Facility Planning)
5. Vence Consulting (Solid Waste Programming)
7. RBF Consulting (Environmental)

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

The City’s project manager is Karen Bengard, Public Works Department, Engineering Division, located at P.O. Box 10250, Palo Alto, CA 94303, Telephone: 650-329-2636. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

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

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

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including 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.

16.2. 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.
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 sub-consultants 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 reasonable approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation. 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.

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.

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

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

SECTION 23. MISCELLANEOUS PROVISIONS.

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

23.2. 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.

23.3. 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.

23.4. 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.

23.5. 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.

23.6. 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.

23.7. 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.

23.8. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto.

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

23.9. 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.
CITY OF PALO ALTO CONTRACT NO. C09127358

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

CITY OF PALO ALTO

________________________________________
City Manager

APPROVED AS TO FORM:

________________________________________
Senior Asst. City Attorney

APPROVED:

________________________________________
Director of Administrative Services

GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.

By: ________________________________

Name: WAYNE GEEHOKE

Title: VICE PRESIDENT

Taxpayer Identification No.

94-2376500

Attachments:

EXHIBIT “A”: SCOPE OF SERVICES
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “C-1”: HOURLY RATE SCHEDULE
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “E”: CERTIFICATION OF NONDISCRIMINATION
CITY OF PALO ALTO CONTRACT NO. C09127358

EXHIBIT “A”

SCOPE OF SERVICES

1.0 THE PROJECT

The City of Palo Alto (City) needs to identify space for various City facilities, including a new Animal Shelter, a resource recovery facility, a recycling center, a household hazardous waste drop-off site, a Utilities Department storage and staging area and a transfer station that would include temporary storage and drying bins for wet spoils. The City has three potential sites (listed below) that they would liked analyzed for the uses listed above.

The three sites include; Areas B and C of the former Los Altos Treatment Plant (LATP) site, and the former Palo Alto Sanitation Company Yard (PASCO) site and the area west of the Regional Water Quality Control Plant. The LATP site Area A is anticipated to be developed as a wetlands area under a separate contract and will not be included in this study. An overall design is needed for the preferred sites.

The various facility needs that need to be evaluated include the Animal Shelter, a possible resource recovery facility, a recycling center, a household hazardous waste drop-off site, Utilities Department storage and staging area and a transfer station that would include temporary storage and drying bins for wet spoils. Preliminary program and adjacency statements will be developed for each of these needs to assist with the development and evaluation of site strategies. The new animal shelter will need to be designed to meet the requirements for a LEED Silver building.

2.0 RESPONSIBILITIES OF THE CITY

2.1 Throughout the Project, the City will have the following responsibilities and will provide the following information and services on behalf of the Project:
2.1.1 A project representative who is authorized to make decisions in a timely manner with respect to the overall project.
2.1.2 Management of the overall project budget.
2.1.3 Information about the City’s needs.
2.1.4 Information about space requirements.
2.1.5 Digital files of site plan and aerial photograph.
2.1.6 Topographic, boundary and utility survey if needed.
2.1.7 Special studies, testing and/or the services of special consultants required by the government agencies having jurisdiction over the Project.

3.0 BASIC SERVICES –Scope & Work Plan Outline

3.1 The Consultant shall provide feasibility study services for the former Los Altos Treatment Plant Site, the Palo Alto Sanitation Company Site and the area west of the Regional Water Quality Control Plant. Technical design and engineering services are not included in the Scope of Basic Services.
PHASE 1: SITE PLANNING

3.2 PROJECT INITIATION:
3.2.1 The Consultant shall refine Project Work Plan, Directory & Schedule.
3.2.2 The Consultant shall review existing information.
3.2.3 The Consultant shall develop Project Goals and Objectives.
3.2.4 The Consultant shall conduct Project Kick Off Meeting (Project Management Team Meeting #1).

Meetings: Project Kick-off Meeting (Project Management Team Meeting #1)

Deliverables: Project Work Plan, Project Directory, Project Schedule, PMT Meeting #1 Meeting Notes

3.3 NEEDS ASSESSMENT & PRELIMINARY PROGRAMMING

3.3.1 The Consultant shall conduct Staff interviews for – Animal Shelter, Recycling Center, Household Hazardous Waste Drop Off, Utilities Dept. storage & staging, transfer station & drying bins, and Resource Recovery Facility,
3.3.2 The Consultant shall tour existing facilities
3.3.3 The Consultant shall develop Summary Statement of Needs and Adjacencies for:
   .1 Animal Shelter
   .2 Recycling Center
   .3 Household Hazardous Waste Drop Off Site
   .4 Utilities Dept. storage & staging
   .5 Transfer Station & Drying Bins
   .6 Resource Recovery Facility

This will be in a summary format no technical data and no detailed program

3.3.4 The Consultant shall conduct Project Management Team Meeting (PMT) #2 to review Summary Statement of Needs and Adjacencies.

Meeting: PMT Meeting #2
Deliverables: Summary Statement of Needs and Adjacencies for; Animal Shelter, Resource Recovery Facility, Recycling Center, Household Hazardous Waste Drop Off Site, Utilities Dept. storage & staging, Transfer Station & Drying Bins. PMT #2 Meeting Notes

3.4 SITE ANALYSIS

3.4.1 The Consultant shall conduct Site Analysis for three sites- the Former Los Altos Treatment Plant Site, the Regional Water Control Plant and the PASCO site. Included in the review are:
   .1 aerial and survey data
   .2 site capacity and utilities
   .3 environmental factors and flood zone issues
.4 opportunities and constraints

3.4.2 The Consultant shall conduct PMT #3 to review Site Analysis for three sites.

Meetings: PMT Meeting #3
Deliverables: Site Analysis for the Former Los Altos Treatment Plant Site, the Regional Water Control Plant and the PASCO site. PMT #3 Meeting Notes

3.5 DEVELOPMENT STRATEGIES

3.5.1 The Consultant shall conduct PMT #4 to preview Site Strategy Options
3.5.2 The Consultant shall develop Preliminary Site Strategy Options for three sites:
.1 Bubble diagrams for Program elements.
.2 Site design concepts, including circulation and access
.3 Landscape concepts
.4 Develop site option evaluation criteria
3.5.3 The Consultant shall conduct PMT #5 to review Site Strategy Options
3.5.4 The Consultant shall refine Strategy Options
.1 Integrate PMT review comments into Site Strategy Options
.2 Conduct Civil Engineering review workshop to review each preferred site strategy
3. Develop preliminary cost models for site options
A, address and incorporate civil review comments into site strategies
3.5.5 The Consultant shall conduct PMT #6 to review refined option and Stakeholder comments

Meetings: PMT Meeting #4, 5 & 6
Deliverables: Preliminary Site Strategy Options, Refined Strategy Options, Site Strategy Cost Models, and PMT #4 & 5 Meeting Notes

3.6 FEASIBILITY STUDY

3.6.1 The Consultant shall refine Development Strategy Options per review comments
3.6.2 The Consultant shall refine Cost Models
3.6.3 The Consultant shall develop Feasibility Study Presentation for Feasibility Planning process and recommended site strategies
3.6.4 The Consultant shall draft Feasibility Study Report
3.6.5 The Consultant shall conduct PMT #6 to present Feasibility Study Report
3.6.6 The Consultant shall incorporate City Review Comments into Feasibility Study Report
3.6.7 The Consultant shall submit Final Feasibility Study

Meetings: PMT Meeting #7
Deliverables: Draft Feasibility Study Report, Final Feasibility Study Report, Feasibility Study PowerPoint Presentation and PMT #7 Meeting Notes

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3.7 ADDITIONAL PARTICIPATION

3.7.1 Additional Project Participation as authorized in writing by the City and the Consultant may include:

3.7.2 Stakeholder Programming & Site Strategy Workshop
3.7.3 Stakeholder Development Strategy Workshop
3.7.4 Presentations
   .1 Architectural Review Board
   .2 Planning & Transportation Commission
   .3 Park and Recreation Commission
   .4 City Council

3.8 REIMBURSABLE EXPENSES:

Reimbursable expenses are in addition to compensation for Basic Services in Exhibit A and include expenses incurred by the Consultant and sub-consultants in the interest of the project, as identified in the following clauses.

Reimbursable expenses related to the project, whether for consultant, sub-consultant, or client use, are billable at 1.10 times direct cost or at the rates indicated below. Such costs include, but are not necessarily limited to:

- CAD plotting of check sets and presentation drawings larger than 11"x17" foot.
- Outside service printing/copying of drawings and documents of any size.
- In-house black and white printing/copying of drawings larger than 11"x 17".
- In-house black and white printing/copying for draft and final reports and specifications.
- In-house color and grayscale printing and photocopying up to 11"x17" for in-house, consultant or client use.
- Software purchase and licensure on behalf of the client with prior client approval.
- Postage, delivery and messenger service.
- Photographic and digital imaging, including color and gray scale copies of any size.
- Outside telephone conferencing services.
- Overtime expenses with prior client approval.
- Architectural renderings, physical and digital scale models and animations.
- Travel expenses such as mileage, bridge tolls, and meals.
- Presentation boards.
- Facilitation tools.
- Workshop accessories and facilitation materials.
- Videos, web services, opinion surveys.

The following expenses are included in the hourly billing rates and are not billed separately:
- General in-house black and white printing/copying of 11"x 17" or smaller, except as noted above.
- Telephone and fax usage, unless stipulated otherwise by Agreement.
4.0 ADDITIONAL SERVICES

4.1 If directed by the City, the Consultant shall provide other professional services as mutually agreed to by the parties to this Agreement.

5.0 OPTIONAL SERVICES

PHASE 2: Upon successful completion of the above Scope of Work, the selected Consultant may be asked to negotiate a fee for continued design of the projects. This work might include, but not be limited to conceptual, schematic and construction documents for the new Animal Shelter or other components of the study.
CITY OF PALO ALTO CONTRACT NO. C09127358

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of 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.

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<th>Milestones</th>
<th>Completion No. of Weeks From NTP</th>
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<td>1. Task 1.0: Project Initiation</td>
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<td>2. Task 2.0: Needs Assessment &amp; Programming</td>
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<td>3. Task 3.0: Site Analysis</td>
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<td>4. Task 4.0: Development Strategies</td>
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<td>5. Task 5.0: Feasibility Study</td>
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EXHIBIT “C”

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, 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.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed $178,400.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed $195,400.00. 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.

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, does not exceed $178,400.00 and the total compensation for Additional Services does not exceed $17,000.00.

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<th>BUDGET SCHEDULE</th>
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<td>Task 1 (Project Initiation)</td>
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<td>Task 2 (Needs Assessment &amp; Programming)</td>
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<td>Task 5 (Feasibility Study)</td>
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<td>Reimbursable Expenses</td>
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Professional Services
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Total Basic Services and Reimbursable expenses $178,400

Additional Services (Not to Exceed) $17,000

Maximum Total Compensation $195,400

REIMBURSABLE EXPENSES

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

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

B. Long distance telephone cellular phone, 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 $1,000.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable 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 the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services. Additional services include, but not limited to:

- Meetings, testing or Design services not covered in Basic Services.
<table>
<thead>
<tr>
<th>POSITION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal in Charge</td>
<td>$185.00</td>
</tr>
<tr>
<td>Principal</td>
<td>$165.00</td>
</tr>
<tr>
<td>Associate</td>
<td>$145.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$135.00</td>
</tr>
<tr>
<td>Professional I</td>
<td>$125.00</td>
</tr>
<tr>
<td>Professional II</td>
<td>$115.00</td>
</tr>
<tr>
<td>Professional III</td>
<td>$105.00</td>
</tr>
<tr>
<td>Technical I</td>
<td>$110.00</td>
</tr>
<tr>
<td>Technical II</td>
<td>$100.00</td>
</tr>
<tr>
<td>Technical III</td>
<td>$90.00</td>
</tr>
<tr>
<td>Technical IV</td>
<td>$80.00</td>
</tr>
<tr>
<td>Project Support</td>
<td>$70.00</td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C09127358

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 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>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>Worker’s Compensation</td>
<td>Statutory</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>Employer’s Liability</td>
<td>Statutory</td>
<td></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 - 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 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. 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.

Professional Services
Revised 10/18/07
B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE 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
CITY OF PALO ALTO CONTRACT NO. C09127358

EXHIBIT "E"

CERTIFICATION OF NONDISCRIMINATION

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 and will not during the course of this contract discriminate in the 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 and that they are in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment.

THE INFORMATION HEREIN IS CERTIFIED CORRECT BY SIGNATURE(S) BELOW.

Authorized Signature: __________________________

Date: 7/30/08