CITY OF PALO ALTO CONTRACT NO. C09126814

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
FOR PROFESSIONAL SERVICES

GREER PARK RENOVATION AND PUMP STATION REPLACEMENT

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 CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC., a corporation in the state of California with offices located at 311 Seventh Avenue, San Mateo, CA 94401 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to replace the existing pump station and irrigation system at Greer Park, to renovate the children’s play area and other areas within the park, and to design and implement improvements to the undeveloped portion of the park ("Project") and desires to engage a consultant to perform preliminary investigations, conduct public outreach, generate design development and construction documents, and provide construction support 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. 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.

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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 one hundred sixty thousand one hundred eighty-six dollars ($160,186.00). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed one hundred seventy-six thousand one hundred eighty-six dollars ($176,186.00). 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 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. 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.

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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. 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. HydroScience Engineers
2. Sweeney and Associates
3. MacLeod & Associates
4. Zeiger Engineers
5. GeoForensics

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 Mark Slichter as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and David Rubin 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 Chris Rafferty, Public Works Department, Engineering Division, located at P.O. Box 10250, Palo Alto, CA 94303, Telephone: 650-329-2475. 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 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.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

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16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days prior written notice of the cancellation or modification, 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. 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
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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 subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer
or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person 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 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.
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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

CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.

By: [Signature]

Name: [Signature]

Title: Principal

Taxpayer Identification No.

94-3349947

Attachments:
- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": HOURLY RATE SCHEDULE
- EXHIBIT "D": INSURANCE REQUIREMENTS
- EXHIBIT "E": CERTIFICATION OF NONDISCRIMINATION
EXHIBIT “A”

SCOPE OF SERVICES

Task 1 - PROJECT STARTUP

Consultant shall:

1.01 Attend one initial meeting with City staff to review design program, schedule, budget, project goals, and available base information. Prepare meeting summary and written design program. (Staff Meeting #1)

TASK 2 - PRELIMINARY INVESTIGATION AND DESIGN

Consultant shall:

2.01 Gather and evaluate existing park record drawings (furnished by City) and other available base information for the site. Obtain an electronic copy of City’s topographic survey for the annex.

2.02 Conduct a topographic survey of the existing park improvements exclusive of the annex (topographic survey of annex to be provided by City in AutoCAD for incorporation into overall site survey). Survey to be prepared at a scale of 1” = 30’. Combine field survey with survey provided by City into a composite drawing suitable for development of base sheets.

2.03 Inventory existing conditions and above grade features on the annex site and children’s play area. Conduct an operational inspection of the existing pump station and irrigation system. Photograph existing conditions for meetings and in-house use. Obtain up to two (2) soil samples in the annex area for horticultural soils testing by Soil and Plant Laboratory of Santa Clara for soils analysis and general amendment and fertilizer recommendations for landscape areas. The lab recommendations will be incorporated into the soil preparation specification.

2.04 Review municipal codes and applicable environmental clearance requirements and prepare a permitting requirements matrix summarizing agencies, jurisdictions, fees, permit type and permit processing requirements. Matrix to include any environmental heath permitting requirements that may be triggered by upgrades to non-potable and potable water services.

2.05 Pump Station: As multiple solutions are available to address the deficiencies of the existing pump station, the preliminary design phase includes development and evaluation of alternatives. All alternatives will show new water service(s) to the new pump station to address the recharge deficiencies of the existing make-up lines. Concepts will be developed delineating alternatives to facilitate selection by City. Alternatives include:

Horizontal Centrifugal Pump: Installed adjacent to existing pumps to minimize down time during “switchover”. Horizontal centrifugal pump concept plan to be prepared at a scale of 1/4” = 1’-0”.

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Vertical Turbines: Installed over the existing tank. Vertical turbine concept plan to be prepared at a scale of ¼” = 1’-0”.

Prefabricated or Custom Pumps w/Wet Well: Wet well installed adjacent to existing well, and may be interconnected. System available for testing and evaluation before switchover. Wet well concept plan to be prepared at a scale of ¼” = 1’-0”.

2.06 Develop two (2) preliminary play area plans for the children’s play area at a scale of ¼” = 1’-0”.

Prepare two (2) preliminary annex plans for the annex at a scale of 1” = 10’.

Develop one (1) preliminary overall park plan at a scale of 1” = 30 ′ to show other contemplated improvements including renovation of picnic areas, dog run, pathway lighting, new fencing, dugouts, backstops, exercise stations and new plantings.

2.07 Assemble details, catalog cuts, sketches and other information as necessary to convey design intent. Materials assembled may include catalog cuts and photos of proposed play equipment, site furnishings, plant palette, light fixtures, and other improvements. Assemble and mount images on presentation board for use in public presentation.

2.08 Prepare a detailed estimate of probable construction costs for all park elements. Estimate to be formatted to separate costs associated with required (irrigation system, pump station, play areas) from optional (dog run, ballfield dugouts & backstops, exercise stations) improvements. Estimate to include design and construction contingencies and allowance for inflation.

2.09 Meet with City staff to present and discuss preliminary park and pump station improvement plans, park furnishings and cost estimate. Evaluate the scope of the work and coordinate with the City to prioritize work items. Recommend alternatives to enhance the project or reduce costs. Prepare meeting summary. (Staff Meeting #2)

2.10 Revise preliminary park improvement plans, presentation board and estimates of probable construction costs based on comments in staff meeting #2. Prepare a Powerpoint presentation and large format graphics for public presentation.

2.11 Community Presentation #1: Utilizing large format graphics and Powerpoint, present draft preliminary design plans in a single community meeting. Solicit input from attendees and facilitate consensus during the meeting. Record comments and prepare meeting summary.

**TASK 3 - DESIGN DEVELOPMENT**

Consultant shall:

3.01 Meet with staff to discuss City and Community input. Identify preferred alternative or
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preferred elements of each alternative for purposes of establishing final design. Re-confirm project parameters including project budget and schedule as necessary to respond to program. Record comments and prepare meeting summary. (Staff Meeting #3)

3.02 Incorporating comments from phase 2.0 community presentation and staff meeting proceed to prepare design development plans with layout of all major elements clearly defined. Specific drawing index to be established at the completion of this task. The index will likely include the following:

a. cover sheet with general notes, sheet index, existing conditions legend, site and vicinity maps (1 sheet)
b. demolition plan with notes, legend and disposition list (3 sheets, 30 scale)
c. annex area grading plan with legend and notes (1 sheet, 30 scale)
d. site construction plan with all improvements located and referenced (3 sheets, 30 scale)
e. irrigation plan with all irrigation improvements shown (3 sheets, 30 scale)
f. irrigation details including controller, valves, quick couplers, and other new irrigation system components (2 to 3 sheets, scale varies)
g. pump station drawings including plan and elevation drawings of pump station improvements (1 to 2 sheets, scale varies)
h. piping plans showing plan and profile of existing and new pump station service lines, including tie-ins, cross sections and details of pump station enclosure (1 to 2 sheets, scale varies)
i. planting plan showing new plantings throughout annex area (1 sheet, 30 scale) and replacement plantings elsewhere in park (2 sheets, 30 scale)
j. pump station and piping details (2 to 3 sheets)
k. landscape details including planting, fencing, exercise stations and other site furnishings as selected for incorporation in project (2 to 3 sheets, scale varies)
l. electrical site plan showing parking and pathway lighting as selected for incorporation in project and electrical service to pumping station and controller (3 sheets, 30 scale)
m. electrical details including single line diagrams, panel schedules, grounding, pull box and electrifier details (3 sheets, scale varies)

3.03 Prepare technical specifications addressing all major items of work. Specifications to be prepared in CSI format. Specification sections to be established at the completion of this task.

Landscape specifications sections to include: demolition, site concrete, site furnishings, irrigation, planting, landscape maintenance, soil preparation, earthwork, site drainage.

Pump Station specifications to include: performance specifications for pumps, motors, VFD’s, programmable logic controllers, valves pressure gauges, motor starters, and technical specifications for pipeline installation including pipe material, bedding, trench excavation, disinfection, and recycled water main labeling.

Electrical specifications sections to include: general electrical requirements, materials and
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methods, light fixtures, electrical equipment and electrical site work.

3.04 Prepare a detailed estimate of probable construction costs including an itemization of all major items of work, unit prices (based on actual bid results), cost extensions and construction contingencies.

3.05 Prepare an 8-1/2 x 11 bound design development booklet showing all major elements proposed. Booklet to include:

Catalog cuts of park site furnishings: including play equipment, fencing, backstops, exercise equipment, and other site furnishings.

Pump station information: including catalog cuts of major pump station components, and an integrated Supervisory Control and Data Acquisition (SCADA) system.

Irrigation system information: including irrigation equipment catalog cuts.

Landscape improvements: including photos of proposed plant types, horticultural soils report and tabulation of plants by seasonal color, growth rates and other selection criteria.

3.06 Meet with City staff to present and discuss design development submittal including plans, specifications, cost estimate and design development book. Identify minor modifications to design development package to be incorporated prior to Community Presentation #2. Prepare meeting summary. (Staff Meeting #4)

3.07 Community Presentation #2: Prepare a color rendering of the planting plan to serve as a presentation drawing. Add labels as appropriate to further delineate key improvements. Prepare a Powerpoint presentation to include overall plan, enlargements of select areas including park annex, play and picnic areas. Presentation to include images culled from design development booklet to show proposed play equipment, site furnishings and other elements as may be of interest to the community. Powerpoint presentation to be complemented with presentation boards to facilitate dialogue with public at completion of presentation. Note public comments and seek consensus. Prepare meeting summary and forward to City for review and distribution.

TASK 4 - CONSTRUCTION DOCUMENTS (95% SUBMITTAL)

Consultant shall:

4.01 Meet with staff to discuss City and community input. Discuss suggested plan revisions and reach consensus regarding appropriate incorporation. Review project parameters including budget and schedule as warranted to respond to any program changes. Record comments and prepare meeting summary. (Staff Meeting #5)

4.02 Incorporating comments from community presentation and subsequent staff meeting, revise and prepare 95% complete plans. Furnish supporting data as may be required to facilitate City plan review. Plans to include drawings for turnkey pump station showing transition from old
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to new pump systems.

4.03 Revise and update specifications. Edit as needed to incorporate geotechnical and horticultural recommendations. Specifications to be edited to include measure and pay clauses and bid form. 100% specifications to be furnished to City with 95% submittal.

4.04 Revise the final statement of probable construction costs as warranted to address plan changes and most current contract cost data available. Completed estimate shall be suitable for establishment of the "Maximum Construction Budget" as defined in Article 1.B of the Agreement for Services.

TASK 5 - CONSTRUCTION DOCUMENTS (100% SUBMITTAL)

Consultant shall:

5.01 Incorporating comments from City review, proceed to prepare 100% plans. Furnish City with one (1) full size reproducible set of 100% submittal drawings, stamped and signed by the appropriate licensed professional.

5.02 Update project manual as warranted and in accordance with comments received on prior submittal. Incorporate City prepared sections including Notice Inviting Bids, Proposal Requirements and Instructions to Bidders, Proposal and Bond Forms, and Conditions of the Contract.

5.03 Public Meeting: Attend public meeting or present project to Park and Recreation Commission as warranted.

TASK 6 - BIDDING PHASE

Consultant shall:

6.01 Provide information and assistance during the bidding phase, including answering questions from bidders, assisting City in soliciting qualified bidders, preparing written drafts of addenda, assisting City in evaluation of bids received, and providing written recommendations for the award of the bid.

TASK 7 - CONSTRUCTION PHASE

Consultant shall:

7.01 Attend pre-construction meeting with the responsive low bid Contractor and City staff. Prepare meeting summary. (Staff Meeting #6)

7.02 Provide administrative services to City including review and responses to Contractor initiated inquiries as noted below. City shall have the primary responsibility for this phase of services and shall be the primary point of contact with the Contractor. Services to include:
a. Review and respond to Contractor submittals and request for substitution.
b. Respond to Contractor requests-for-information.

7.03 Provide construction support services to City in monitoring the Contractor’s execution of the work for conformance with design intent, contract requirements, schedules, and cost limits. City shall have the primary responsibility for this phase of services and shall be the primary point of contact with the Contractor. Services to include:

a. Attend up to two (2) progress meetings on site to review project development and provide clarification of design intent or recommendations for accommodating field conditions as appropriate.
b. Provide interpretation of contract documents as required to facilitate project implementation.
c. Review construction schedule, schedule of values, payment requests and change order requests.
d. Prepare change orders, review Contractor’s quote and advise City.
e. Perform substantial and final completion walk-thrus and assemble punchlists of outstanding items of work.
f. Attend close-out meeting.
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EXHIBIT “B”

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days 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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<tr>
<th>Milestones</th>
<th>Completion</th>
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<tbody>
<tr>
<td></td>
<td>No. of Days</td>
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<td>From NTP</td>
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<tr>
<td>1. Project Startup</td>
<td>14 days</td>
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<tr>
<td>2. Preliminary Investigation and Design</td>
<td>60 days</td>
</tr>
<tr>
<td>3. Design Development</td>
<td>95 days</td>
</tr>
<tr>
<td>4. 95% Construction Documents</td>
<td>115 days</td>
</tr>
<tr>
<td>5. 100% Construction Documents</td>
<td>130 days</td>
</tr>
<tr>
<td>6. Bidding Phase – Support</td>
<td>160 days</td>
</tr>
<tr>
<td>7. Construction Phase – Support</td>
<td>280 days</td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C09126814

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 $160,186.00. 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 $176,186.00. 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 $160,186.00 and the total compensation for Additional Services does not exceed $16,000.00.

<table>
<thead>
<tr>
<th>BUDGET SCHEDULE</th>
<th>NOT TO EXCEED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>$2,000</td>
</tr>
<tr>
<td>(Project Startup)</td>
<td></td>
</tr>
<tr>
<td>Task 2</td>
<td>$48,672</td>
</tr>
<tr>
<td>(Preliminary Investigation and Design)</td>
<td></td>
</tr>
<tr>
<td>Task 3</td>
<td>$39,899</td>
</tr>
<tr>
<td>(Design Development)</td>
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</tr>
<tr>
<td>Task 4</td>
<td>$34,832</td>
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<tr>
<td>(95% Construction Documents)</td>
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</tr>
<tr>
<td>Task 5</td>
<td>$13,072</td>
</tr>
<tr>
<td>(100% Construction Documents)</td>
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</tr>
<tr>
<td>Task 6</td>
<td>$3,400</td>
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<tr>
<td>(Bidding Phase – Support)</td>
<td></td>
</tr>
<tr>
<td>Task 7</td>
<td>$12,150</td>
</tr>
<tr>
<td>(Construction Phase – Support)</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO CONTRACT NO. C09126814

Sub-total Basic Services $154,025
Reimbursable Expenses $6,161

Total Basic Services and Reimbursable expenses $160,186
Additional Services (Not to Exceed) $16,000

Maximum Total Compensation $176,186

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 $200.00 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:

Professional Services
Revised 10/16/07
a. Revisions to plans subsequent to approval.
b. Supplemental unforeseen services as may be required by the City or Contractor.
c. Record document preparation.
d. Economic analysis.
e. Additional meetings, presentations or workshops other than those specifically listed in the scope of services.
f. Evaluation or inventorying sites other than the immediate project site.
g. Change order document preparation where change order is not necessitated by an error or omission on the plans.
h. Expert witness or other legal proceeding services.
i. Any other services not specifically indicated in the scope of services.
CITY OF PALO ALTO CONTRACT NO. C09126814

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

HOURLY RATE SCHEDULE - CALLANDER ASSOCIATES

<table>
<thead>
<tr>
<th>POSITION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal</td>
<td>$201</td>
</tr>
<tr>
<td>Principal</td>
<td>$155</td>
</tr>
<tr>
<td>Associate 1</td>
<td>$150</td>
</tr>
<tr>
<td>Associate 2</td>
<td>$139</td>
</tr>
<tr>
<td>Associate 3</td>
<td>$125</td>
</tr>
<tr>
<td>Project Manager 1</td>
<td>$139</td>
</tr>
<tr>
<td>Project Manager 2</td>
<td>$125</td>
</tr>
<tr>
<td>Project Manager 3</td>
<td>$120</td>
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<tr>
<td>Project Manager 4</td>
<td>$113</td>
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<tr>
<td>Project Manager 5</td>
<td>$108</td>
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<tr>
<td>Construction Manager</td>
<td>$123</td>
</tr>
<tr>
<td>Assistant 1</td>
<td>$113</td>
</tr>
<tr>
<td>Assistant 2</td>
<td>$108</td>
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<tr>
<td>Assistant 3</td>
<td>$96</td>
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<tr>
<td>Assistant 4</td>
<td>$89</td>
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<tr>
<td>Assistant 5</td>
<td>$78</td>
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<tr>
<td>Assistant 6</td>
<td>$71</td>
</tr>
<tr>
<td>Word Processor</td>
<td>$90</td>
</tr>
<tr>
<td>Accounting</td>
<td>$105</td>
</tr>
</tbody>
</table>
CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
Address of policyholder: 311 7TH AVENUE; SAN MATEO, CA 94401 & 11180 SUN CENTER DR; RANCHO CORDOVA, CA 95670 & 325 S 1ST ST, SAN JOSE, CA 95113
Location of operations: SEE ABOVE
Description of operations: LANDSCAPE ARCHITECTURE

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY PERIOD Effective Date : Expiration Date</th>
<th>LIMITS OF LIABILITY (at beginning of policy period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>97-LW-5874-3-G</td>
<td>Comprehensive Business Liability</td>
<td>10/01/07 : 10/01/08</td>
<td>BODILY INJURY AND PROPERTY DAMAGE</td>
</tr>
</tbody>
</table>

This insurance includes:
- Products - Completed Operations
- Contractual Liability
- Underground Hazard Coverage
- Personal Injury
- Advertising Injury
- Explosion Hazard Coverage
- Collapse Hazard Coverage
- Non-Owned Auto/Any Auto
- Hired Auto

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY PERIOD Effective Date : Expiration Date</th>
<th>LIMITS OF LIABILITY (at beginning of policy period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>195-1017-F30-05</td>
<td>AUTO</td>
<td>12/30/07 : 12/30/08</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

ADDITIONAL INSURED

Name and Address of Certificate Holder

CITY OF PALO ALTO, ITS COUNCIL MEMBERS, OFFICERS AND EMPLOYEES
250 HAMILTON AVENUE. MEZZANINE
PALO ALTO, CA 94301

PROJECT NAME: GREER PARK RENOVATION & PUMP STATION REPLACEMENT
PROJECT #: F1899

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT 07/22/08
Title
Date

Agent's Code Stamp

R. WINTERS 05-2810
PENINSULA AFO F163

558-994 a.4 11-12-2002 Printed in U.S.A.
SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No.: 97 LW5874 3

Named Insured: CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE INC

Additional Insured (include address):

CITY OF PALO ALTO, ITS COUNCIL MEMBERS, OFFICERS AND EMPLOYEES
250 HAMILTON AVENUE MEZZANINE
PALO ALTO CA 94301

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

☑ Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.
STATE FARM GENERAL INSURANCE COMPANY

BLANK ENDORSMENT

This endorsement effective 07/23/2008, the effective hour being the same as that designated in the policy to which this endorsement is attached, forms a part of Policy No. 97 LW5874 3 issued to CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE INC

<table>
<thead>
<tr>
<th>Loan No.</th>
<th>YOUR POLICY IS CHANGED AS FOLLOWS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Insured's Name</td>
</tr>
<tr>
<td>2</td>
<td>Insured's Address</td>
</tr>
<tr>
<td>3</td>
<td>Effective Date</td>
</tr>
<tr>
<td>4</td>
<td>Expiration Date</td>
</tr>
<tr>
<td>5</td>
<td>Location</td>
</tr>
<tr>
<td>6</td>
<td>Construction</td>
</tr>
<tr>
<td>7</td>
<td>Mortgagee or Lienholder's Name</td>
</tr>
<tr>
<td>8</td>
<td>Mortgagee or Lienholder's Address</td>
</tr>
<tr>
<td>9</td>
<td>Other (Specify) WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS</td>
</tr>
</tbody>
</table>

NAME OF PERSON OR ORGANIZATION:
CITY OF PALO ALTO, ITS COUNCIL MEMBERS, OFFICERS AND EMPLOYEES
250 HAMILTON AVENUE MEZZANINE
PALO ALTO CA 94301

We waive any right of recovery we may have against the person or organization shown above because of payments we make for injury or damage arising out of your work, as defined in the policy, done under contract with that person or organization. The waiver applies only to the person or organization shown above.

All other policy provisions apply.

---

**NO CHANGE IN PREMIUM:**

**CHANGE IN PREMIUM:** ☐ INCREASE ☐ DECREASE

ENDORSEMENT PREMIUM: $ ..........................................................

FULL TERM PREMIUM FOR ENDORSMENT: $ ........................................

*Minimum premium applies.

The following Form Numbers are attached to and form a part of your policy.

The following Form Numbers are voided and no longer form a part of your policy.

Agent: [Signature]
CERTIFICATE OF INSURANCE

ISSUE DATE: December 21, 2007

Producer
Robert Winters
ROBERT W WINTERS STATE FARM AGENCY
633 South B Street
San Mateo, CA 94401-4120
Producer Code #: 052810
Producer Fax #: (650) 375-7055

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER AFFORDING COVERAGE

State Farm Fire & Casualty Company
BLOOMINGTON, IL

COVERAGES

This is to certify that 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 policy(ies) described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS0000000576703</td>
<td>January 1, 2008</td>
<td>January 1, 2009</td>
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</table>

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMIT OF LIABILITY</th>
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<tbody>
<tr>
<td>Architects and Engineers Professional Liability Insurance Policy</td>
<td>$1,000,000 - Limit of Liability Each Claim</td>
</tr>
<tr>
<td></td>
<td>$3,000,000 - Total Limit of Liability</td>
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</tbody>
</table>

RETROACTIVE DATE: UNLIMITED

CERTIFICATE HOLDER

CITY OF PALO ALTO
250 HAMILTON AVENUE
PALO ALTO, CA 94301

CANCELLATION

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 mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

AUTHORIZED REPRESENTATIVE

CERT(Rev4) (01/01)
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Dealey, Renton & Associates
P. O. Box 12675
Oklahoma City, OK 73101

**INSURED**
Callander Associates
311 Seventh Avenue
San Mateo, CA 94401-4259

**INsurers affording coverage**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>American Automobile Ins. Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER B</td>
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</tr>
<tr>
<td>INSURER C</td>
<td></td>
</tr>
<tr>
<td>INSURER D</td>
<td></td>
</tr>
<tr>
<td>INSURER E</td>
<td></td>
</tr>
</tbody>
</table>

**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 the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>LIM</th>
<th>INS</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
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<td>GENERAL LIABILITY</td>
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<tr>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<tr>
<td></td>
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<td>CLAIMS MADE ☐ OCCUR ☐</td>
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<td>GENL. AGGREGATE LIMIT APPLIES PER:</td>
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<td>POLICY ☐ PROJECT ☐ LOC ☐</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td></td>
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<td>ALL OWNED AUTOS</td>
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<td></td>
<td>SCHEDULED AUTOS</td>
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<td></td>
<td></td>
<td>HIRED AUTOS</td>
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<td></td>
<td></td>
<td>NON-OWNED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<td>EXCESS/UMBRELLA LIABILITY</td>
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<td>RETENTION $</td>
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<tr>
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<td></td>
<td>WORKERS COMPENSATION AND EMPLOYEES' LIABILITY</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ANY PROPRIETOR/EMPLOYEE/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If yes, describe under SPECIAL PROVISIONS below</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OTHER</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

WZP89963647 07/01/08 07/01/09 X WC STATUTORY LIMITS ☑ OTHER

E. L. EACH ACCIDENT $1,000,000
E. L. DISEASE - EA EMPLOYEE $1,000,000
E. L. DISEASE - POLICY LIMIT $1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**
Project No./Name: P1899/Greer Park Renovation and Pump Station

**CERTIFICATE HOLDER**
City of Palo Alto
Attn: Jose Arreola, Contracts Administrator
Purchasing and Contracting
250 Hamilton Avenue, Mezzanine
Palo Alto, CA 94303

**CANCELLATION**
Ten Day Notice for Non-Payment of Premium

Should any of the above described policies be cancelled before the expiration date thereon, the issuing insurer will mail 30 days written notice to the certificate holder named above.

**AUTHORIZED REPRESENTATIVE**
[Signature]

ACORD 25 (2001/08) 1 of 1 #M230977

© ACORD CORPORATION 1986
Attachment B

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/Sole Proprietorship, 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:

Partnership or Joint Venture Name (type or print)

Date:______________________

Member of the Partnership or Joint Venture signature

Date:______________________

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:

Principal

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.

Callander Associates Landscape Architecture, Inc.

Corporation Name (type or print)

By: __________________        Date: 5/27/08

Title: Principal

By: __________________        Date: ______________

Title: __________________